NOVAtime®
FEEL THE POWER

Response to

City of Delray Beach / FL

RFP 2016-093L / Time and Attendance Solution

Due Tuesday / June 14, 2016 / 2:00 P.M. ET

Submitted by

Jamie Blundell / National Account Executive, Public Sector

jamie.blundell@novatime.com / (516) 592-0885

1440 Bridgegate Drive, Suite 300 / Diamond Bar / California 91765

Table of Contents

Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP but should not exceed two (2) pages.

<u>Novatime Web-Based System</u>

June 14, 2016

Mr. Ryan Lingholm
City of Delray Beach
100 NW 1st Ave
Delray Beach, FL 33444

Dear Mr. Lingholm:

By way of brief introduction, Novatime was organized in 1999 and we have been providing and supporting the Novatime Time & Attendance system since that point in time. Novatime has over 20,000 customers throughout the country. We specialize in Cities, Towns and Schools. One of our clients, The City of Norwalk, recently selected Novatime for their Time and Attendance needs. The City of Norwalk is now expanding their system and implementing it in the Norwalk Board of Education. Please see the "Reference Section" for a full list of references we have provided along with the details for each project.

Novatime has over 50 different offices throughout the Country. Our main office is located at 1440 Bridgegate Dr, Diamond Bar CA 91765. Jamie Blundell, Public Sector National Accounts Manager, is authorized to represent Novatime in any negotiations and is legally authorized to sign any contract that may result. The contact information for Jamie Blundell is, Email: Jamie.Blundell@novatime.com Phone: 516-592-0885. It is our understanding that the City of Delray Beach is looking to automate Time & Attendance for their 860 employees. It is apparent that interfacing with new ERP is extremely important to the City. Novatime is capable of meeting all the requirements listed in the City's RFP and is willing to enter into a contract with the City of Delray Beach based on the General Terms and Conditions listed in the RFP.

Please see the "Executive Summary" and "Implementation Approach" for an explanation of our approach to this project.

<u>References & Industry Standing</u>
Novatime has a significant number of Cities, Towns, Schools and Counties using the Novatime System. Several examples include:

- City of Melbourne - FL
- City of Miami Beach - FL
- Spalding County - GA
- City of Norwalk – CT
- City of Russell – KS
- City of Artesia - NM
- City of Kansas City – MO
- City of North Charleston – SC
- City of Saratoga Springs – NY

- City of Ardmore - OK
- City of Providence - RI
- City of West Haven - CT
- City of Fayetteville - AR
- City of Greeley - CO
- City of Edinburg - TX
- City of Greenwood – SC
- City of Monroe – NC
- City of Plaquemine - LA

Please feel free to contact us directly to answer any questions that you may have as you review this proposal.
Thank you for the opportunity to be of service.

Sincerely,

Jamie Blundell

Jamie Blundell
National Account Executive, Public Sector
jamie.blundell@novatime.com
p: (516) 592-0885

Proposal Submittal Signature Page

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: NOVAtime Technology, Inc.

Street Address: 1440 Bridgegate Dr., Suite 300, Diamond Bar, CA 91765

Mailing Address (if different from Street Address): N/A

Telephone Number(s): 909-895-8137

Fax Number(s): 909-895-8150

Email Address: jamie.blundell@novatime.com

Federal Identification Number: 95-4767289

Acknowledged by:

NOVAtime Technology, Inc.
Firm Name

Signature   6/8/2016
                                                   Date

Jamie Blundell, National Account Executive, Public Sector
Printed Name and Title

By signing this document, the Proposer agrees to all terms and conditions of this RFP which includes the Sample Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

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Executive Summary

Novatime Web-Based System

June 14, 2016

Mr. Ryan Lingholm
City of Delray Beach
100 NW 1st Ave
Delray Beach, FL 33444

Dear Mr. Lingholm:

The following represents an overview of our offering. Please see attached "Implementation Approach" for more detail.

Proposed Approach

Upon project approval, both teams would meet for an Installation Planning Session. It is at this meeting where the scope of the project is defined and target dates are agreed upon. This includes a target "go-live" date, installation and training dates. Tasks will be assigned including definition of payroll rules and regulations. These are provided to us via a questionnaire that will be completed by the City of Delray Beach with our assistance.

We will also discuss site installation requirements. At the end of the meeting all attendees will be provided a complete planning document that both teams will use to ensure a timely and successful implementation.

Pricing

Please see the Novatime purchase order form located in Chapter 5 "Proposal Response Requirements" section for Novatime System costs. Pricing reflects a turn-key solution including software licenses to track up to 900 employees, 28 biometric terminals, onsite installation, 24/7 support, unlimited training for all supervisors/administrators, and 12 months of annual maintenance.
.
A bi-directional interface to the City's financial system is included with our response. Novatime has an existing interface with over 300 financial/HR systems. The interface between Novatime and the City's ERP system is included with our response, and is 100% guaranteed.

Please note that we provide unlimited on-site/web training for the life of the installation with this response.

Recommended Data Collection

We have included 28 NT7000 Biometric Terminals with our response, which will fully eliminate Buddy Punching. The NT7000 is a touch screen terminal with several desirable features, including: a camera that will take a picture of an employee each time the punch in/out, the ability to request time off right from clock, multi-language, wireless compatible, and POE compatible. The NT7000 is our most popular terminal providing employees with self-service features right at the clock. Through the NT7000 employees can:
- View Time Sheet details
- View Schedules
- View Status of accruals.
- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.

Also included with our response is Employee Web Services (PC Entry & Smart Phone). EWS serves as a method for employees to punch in/out at a PC or Smart Phone. In addition to allowing employees to punch in/out from a PC or Smart Phone, EWS is also a self-service module for the employees. EWS allows employees right at a PC or Smart Phone to:

- View Time sheet details/Schedules
- View Status of Accruals
- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.

Training

Novatime will provide unlimited training for the life of the installation of the Novatime Web-Based System. This training will be at the discretion of the customer. It is available on-site, via the web and/or train the trainer.

We expect to train administrators, supervisors and IT staff. For planning purposes, administrator training takes a day. "Refresher" classes are available free of charge as required. Supervisor training usually take two hours. The same policy regarding free refresher courses also applies to supervisors.

Maintenance and Support

We only offer "Gold Support". Maintenance is available through your assigned support team or our toll free customer support center twenty-four hours-a-day; seven days-a-week. **Any phone call received at our toll free support center is guaranteed to be responded to immediately.**

Software is updated with enhancements and fixes semi-annually. Updates are installed remotely upon the approval of the customer. Annual Maintenance includes all software updates, phone support, on-line support, on-site support and time clock replacement.

Any hardware failure is resolved by complete machine replacement. We do not waste time looking to replace parts. Any machine that requires replacement will be replaced no later than the following morning.

All support on the Novatime Software will be the responsibility of Novatime. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified Novatime technician, and a direct employee of Novatime.

Authorized Representative and Management Team

Jamie Blundell (National Account Executive - Public Sector) is authorized by the Board of Directors to enter into any and all negotiations with the City of Delray Beach. Your Novatime Management team consists of:

Brian Harris– Vice President Client Services (18 years experience) brian.harris@novatime.com
Heather Somoza – Project Implementation Manager (16 years experience) heather.somoza@novatime.com
Mark Tynan – Senior Technician (18 years experience) mark.tynan@novatime.com
Kevin Nielsen–Senior Technician (14 years experience) Kevin.Nielsen@NOVAtime.com
Jamie Blundell – National Account Executive - Public Sector (8 years experience) jamie.blundell@novatime.com

Thank you again for the opportunity to respond. If you have any questions regarding our responses, please do not hesitate to contact us at (909) 895-8100 or me directly at (516) 592-0885 or jamie.blundell@novatime.com.

Sincerely,

Jamie Blundell

Jamie Blundell
National Account Executive, Public Sector
jamie.blundell@novatime.com
p: (516) 592-0885

Provide information on Proposer as follows:

>*i. Full legal name of organization (as shown on Florida Division of Corporations registration) including any dba.*

NOVAtime Technology, Inc.

>*ii. State of organization or incorporation.*

NOVAtime Technology, Inc. was incorporated in the state of California.

>*iii. Ownership structure of Proposer's company.*

NOVAtime Technology, Inc. is a privately-held C-corporation.

>*iv. Federal Identification Number.*

95-4767289

>*v. Contact information for Proposer's corporate headquarters.*

Address: 1440 Bridgegate Drive, Suite 300

City, State, Zip: Diamond Bar, California, 91765

Phone: 909-895-8100

>*vi. Contact information for Proposer's local office (if any).*

Not applicable.

>*vii. List of officers, owners and/or partners, or managers of the firm. Include names, business addresses, and phone numbers*

Mr. Frank Su is the President and CEO of NOVAtime Technology, Inc. and holds the largest ownership percentage in the company. As a privately-held company, NOVAtime would be happy to disclose the names, business addresses, and phone numbers of additional officers, owners, partners, and managers upon receipt of a signed NDA.

President and CEO:	Frank Su
Business Address:	1440 Bridgegate Drive, Suite 300
	Diamond Bar, California, 91765
Telephone:	909-895-8100

>*viii. Any additional information regarding Proposer's organizational structure that Proposer wishes to supply to augment its proposal*

NOVAtime Technology, Inc. is a C-corporation located in Diamond Bar, California, within the Los Angeles County. NOVAtime Technology, Inc. is the only name used by this organization and it does not have any subsidiaries, partnerships, or a parent firm. There are currently 5 owners exceeding 5% ownership, with Mr. Frank Su, President and CEO, holding the largest ownership percentage. Senior management has been consistent for the 16 years of NOVAtime's operation.

Currently, NOVAtime employs over 100 full-time members working in Project Management, Sales & Marketing, Professional Services, Information Technology, Research & Development, and Operations. Below is a representation of our organization's structure.
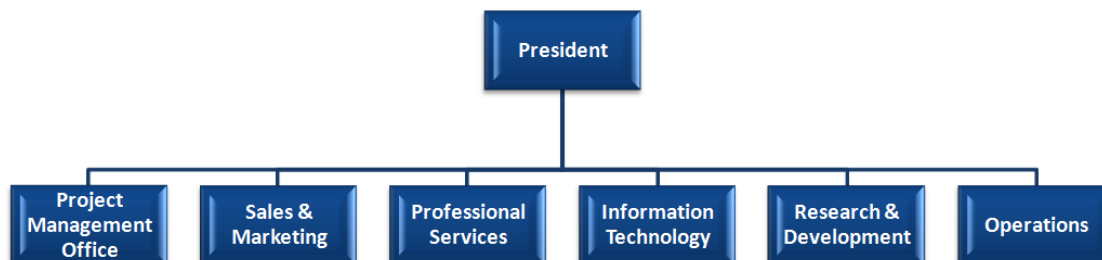
ix. *Contact information for Proposer's primary representative during this RFP process.*

Name: Jamie Blundell

Title: National Account Executive, Public Sector

Phone: (516) 592-0885

E-mail: jamie.blundell@novatime.com

Mailing Address: 1440 Bridgegate Drive, Suite 300

City, State, Zip: Diamond Bar, California, 91765

x. *Contact information for Proposer's secondary representative during this RFP process.*

Name: Alex Banh

Phone: 909-895-8100 ext. 158

E-mail: alex.banh@novatime.com

Mailing Address: 1440 Bridgegate Drive, Suite 300

City, State, Zip: Diamond Bar, California, 91765

Chapter 3: Required Forms

- *Public Entity Crimes Form*

- *Drug Free Workplace Form*

- *Conflict of Interest Disclosure Form*

Public Entity Crimes
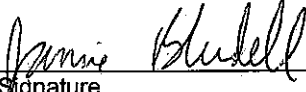
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

NOVAtime Technology, Inc.
Firm Name

Jamie Blundell   6/8/2016
Signature   Date

Jamie Blundell, National Account Executive, Public Sector
Printed Name and Title

[Remainder of page intentionally left blank]

Drug-Free Workplace

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State of by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.
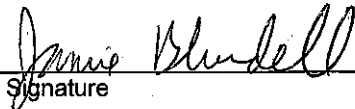
As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.
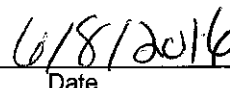
Acknowledged by:

NOVAtime Technology, Inc.
Firm Name

Jamie Blundell   6/8/2016
Signature   Date

Jamie Blundell, National Account Executive, Public Sector
Printed Name and Title

Conflict of Interest Disclosure Form

The award of this RFP/bid/contract is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All proposers/bidders/contractors must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City of Delray Beach.

Furthermore, all proposers/bidders/contractors must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the proposers/bidders/contractors firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this RFP/bid/contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

[X] To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.
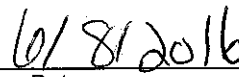
Acknowledged by:

NOVAtime Technology, Inc.
Firm Name

Jamie Blundell   6/8/2016
Signature   Date

Jamie Blundell, National Account Executive, Public Sector
Printed Name and Title

Acknowledgment of Addenda

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP. It is the sole responsibility of the Proposer to ensure that all addenda have been received and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Proposer being deemed non-responsive.

ADDENDUM NUMBER	DATE RECEIVED
1	5/27/2016
2	6/7/2016

_____
Signature of Proposer's Agent

Jamie Blundell
Printed Name

National Account Executive, Public Sector
Title

6/9/2016
Date

Chapter 5: Proposal Response Requirements

A. Minimum Qualifications

Each Proposer shall submit information and documentation requested that confirms it meets the following minimum qualification requirement(s):

> *i. Must be registered with the State of Florida, Division of Corporations to do business in Florida.*
>
>> *No documentation is required. The City will verify registration.*
>
> *ii. Must have been in business for a minimum of seven years.*
>
>> *Provide supporting documentation (state, county, or city business or occupational license) that confirms Proposer has been in business for a minimum of seven years.*

As proof that NOVAtime has been in business for a minimum of seven years, please see the following pages for NOVAtime's *Articles of Incorporation*.

Articles of Incorporation

2149149

ARTICLES OF INCORPORATION
OF
NOVAtime Technology Inc.

ARTICLE I. Name

The name of the corporation is:

NOVAtime Technology Inc.

ARTICLE II. Purpose

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III. Agent for Service of Process

The name and address in the state of California of the corporation's initial agent for service of process is:

Douglas Su
11875 E. Telegraph Road
Santa Fe Springs, CA 90670

ARTICLE IV.
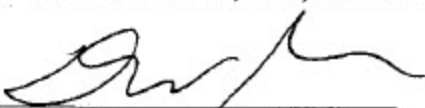
This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 1,000,000 shares.

Execution: IN WITNESS WHEREOF, the undersigned, who is the incorporator of this corporation, has executed these Articles of Incorporation on October 18, 1999.

_____
Douglas Su, Incorporator

Declaration: I hereby declare that I am the person whose name is subscribed below and who has executed the foregoing Articles of Incorporation, which execution is my act and deed.

Executed on October 18, 1999, Santa Fe Springs, California.

_____
Douglas Su, Incorporator

A0673879

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION
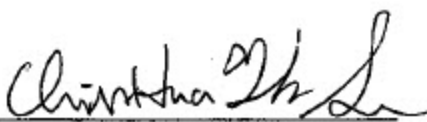
The undersigned certify that:
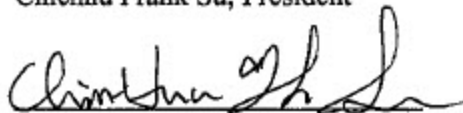
1. They are the president and the secretary, respectively, of Novatime Technology, Inc., a California corporation.

2. Article four of the Articles of Incorporation of this corporation is amended to read as follows:

   The corporation is authorized to issue only one class of shares of stocks; and the total number of shares which this corporation is authorized to issue is 10,000,000.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 900,000 . The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under of the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 1/25/2008

Chienhu Frank Su, President

Chienhu Frank Su, Secretary

iii. Must have completed a minimum of two time and attendance hardware and software implementations for a government agency that began since May 1, 2009. NOTE: Completed is defined as full completion of all implementation milestones.

Provide the following information regarding the two qualifying time and attendance hardware and software implementations.

(1) Name of Client

(2) Address of Client (City/State)

(3) Client contact name

(4) Contact phone number

(5) Contact email address

(6) Dates of service (Begin/End)

(7) Type of software implemented

Please see the **References** located in Section C. Experience.

C. Experience

Submit a detailed narrative description documenting overall background and experience to include, but not limited to, the following:

> *(1) Number of years Proposer has been in business*
>
> *(2) General background and experience of Proposer*
>
> *(3) General background and experience of the proposed key personnel to be assigned to the City's project*
>
> *(4) Awards, certifications, and/or related recognition of Proposer and Proposer's team*

NOVAtime Technology, Inc. was founded in 1999 and has since been developing and providing the most advanced and efficient Time and Attendance solutions. We are recognized as a technical leader of the Workforce Management industry, helping organizations, worldwide, automate and simplify their time and labor resources.

The company was organized by Mr. Frank Su, President and CEO of NOVAtime. Under his lead, NOVAtime became one of the first to market with Push Technology time clocks. NOVAtime adopted and applied the latest technologies in the development of NOVAtime's solutions, including object oriented programming (OOP), unified modeling language (UML) framework, as well as .Net workflow and Silverlight. NOVAtime has released 7 applications since its founding, including the NOVAtime 1000, 2000, 3000, 4000 SaaS, 4000 STAR, 5000 SaaS, and 5000 STAR systems.

Mr. Su, with a Masters in Applied Math from University of Southern California, worked in the time and attendance industry for more than ten years prior to launching NOVAtime. Mr. Gil Sidhom, Vice President of Research and Development, has also been with NOVAtime Technology since the beginning. Together, Mr. Su and Mr. Sidhom spent over one year building the very first product from the ground up, using Microsoft technologies, OOP and UML. With solid foundations and framework in place, NOVAtime has been able to build upon this, and further expanded into the enterprise market with web-enabled UI under their leadership in 2003.

All NOVAtime project team members are experienced professionals with extensive knowledge in the industry and a record of providing exceptional customer service to our clients. On average, members of our Professional Services team, which is charged with the implementation and ongoing support of our enterprise projects, has over 10 years of experience in the HR, Payroll, or Benefits industry.

As one of the largest Time and Attendance companies, NOVAtime has maintained financial stability, while growing into a team of over 100 personnel. Each member of our team has extensive knowledge in the industry, averaging over 10 years, providing you with the assurance of experienced professionals. The financial stability and resources of NOVAtime strengthen our position as a leader in the industry, but what truly distinguishes NOVAtime is our exclusive focus on Workforce Management technology, coupled with our dedication to upholding superior customer service and satisfaction. Our goal is to provide a well-rounded product that integrates with various applications (HRIS, Payroll, Finance, and ERR systems included), so that your organization can run efficiently across all departments and locations.

Testament to the excellence of our products and services are the various awards and certifications that NOVAtime has achieved over the years, including our status as a Microsoft Gold Certified Partner, our Plynt Application Security Certification, and our successful completion, year after year, of independent audits certifying our compliance with SSAE16 Type II industry standards.

Our strategy for success focuses on continued research and development of new technologies, and as a result, NOVAtime is able to provide fully-integrated, flexible, reliable, and scalable Workforce Management software and hardware solutions that process in real time, using Push Technology. In the 15 years of operation, NOVAtime has provided solutions and services to over 16,000 organizations across direct and reseller channels. Our clients range from fewer than 100 employees to over 80,000 employees, all with unique needs and business requirements. With such partnerships, NOVAtime currently has millions of lives accessing and utilizing the system every day.

ii. Submit a detailed narrative description documenting Proposer's specific experience in implementing the Solution proposed for the City's project including, but not limited to, the following:

    (1) Knowledge of the hardware and software proposed

    (2) Experience with the hardware and software proposed

    (3) Experience in implementations

    (4) Experience specifically related to training

    (5) Experience with municipal fire and police departments and civil service requirements

Founded in 1999, NOVAtime's sole focus has always been time and attendance / workforce management solutions and we have provided our software and hardware services to over 16,000 organizations worldwide through our direct and reseller channels, Because of this, we have extensive knowledge and experience in the hardware and software proposed, from building the product from the ground up, to implementation, ongoing support, and continued research and development of our product.

All NOVAtime Project Team members are experienced professionals with extensive experience with implementations and a record of providing exceptional customer service. Our SurePath™ Implementation Methodology includes thorough training and therefore our Project Team members are well-versed in providing instruction to various types of organizations, including public sector clients similar to the City.

NOVAtime also understands the unique needs of municipal fire and police departments and civil service requirements. This is why we have developed our Advanced Schedule Manager (ASM) module that tracks employee qualifications, certifications, availability, schedule priority/seniority, automatic absence scheduling, and more. Because many of our clients are municipalities, we were able to draw on this experience to develop the ASM tool with our clients' needs in mind.

iii. Submit a detailed narrative description documenting experience of the key personnel to include technical lead, account manager, trainers, implementers, and on-going support lead proposed by Proposer for the City's project including, but not limited to the following:

    (1) Knowledge of the hardware and software proposed

    (2) Experience in implementations, training, support

    (3) Resume for each individual proposed to include the following;

        a. Degrees earned

        b. Certifications and training

        c. Work experience (employer, job title, dates of employment, and description of job duties)

All NOVAtime Project Team members are experienced professionals with extensive knowledge in the industry and a record of providing exceptional customer service. Your organization will be assigned a specific Project Manager at the implementation "Kickoff" meeting. The Project Manager will be dedicated to the City until the implementation of your NOVAtime 5000 system is transitioned over to the ongoing support department.

Please see the following pages for NOVAtime Project Team member resumes. The City's project team will include the following individuals (subject to change based on business requirements).

Brian Harris

Brian is Director of Professional Services and manages project implementation. Brian has over 12 years of experience in the IT industry, serving primarily in roles dealing with project/program management and Enterprise Infrastructure and Application Architecture for organizations with 200 employees to over 25,000+ employees. Brian also leads the Deployment team.

Job Title at NOVAtime: Vice President of Client Services

Project Role: Project Oversight and Escalation

Education:
- B.S. in Natural and Applied Sciences
- Minor in MIS with emphasis on Distributed Systems from University of Texas
- Online Essentials of Project Management, PMI (Villanova)
- Microsoft Certification: MCP 2000/2003
- CCNA v2
- HP Open View
- Network +
- I-Net +
- Project +
- 3Com – 3Star Certified

Background:
- Over 15 Years working with Enterprise customers to implement software and infrastructure packages successfully
- Managed large teams of developers and consultants;
    - Designed technology architecture components that are implemented across multiple enterprise business units
    - Provide infrastructure/application architecture QA and oversight to project teams
- Analyze and assess business process and requirements and develop IT and IS plan to meet goals
- Practice Manager for large national consulting firm for ERP implementations

Joyce Jan

Joyce is the Database Project Manager and Project Manager. Joyce has over 20 years of experience in the Information Service/Information Technology industry, and over 4 years of experience in the Time and Attendance industry. Joyce has managed major product releases and has provided project management for major account implementation for NOVAtime.

Job Title at NOVAtime: Director of Project Management Office

Project Role: Database and Project manager

Education: M.S. in Computer Science from the University of Southern California

Background:
- Experience in the Information Service/Information Technology for over 20 years.
- Experience in the Time and Attendance industry for over 6 years.
  - 2005 to Present: NOVAtime Technology, Inc.
    - Manage new product development & internal projects/initiatives.
    - Provide project management for major accounts and OEM/alliances implementation for NOVAtime.
    - Manage OEM/major alliances accounts.
  - 2005 to 2007: Managed the Remedy Intelligent Staffing project at NOVAtime which spanned over 2 years.
- 1992 to 2005: Worked at McKesson Water Products Company (MWPC) / Danone Water Products
- 1998 to 2000: Worked as the Y2K project manager and was recognized as the "Project Manager of the Year." McKesson was the third largest bottled water provider in US and the project spanned 2 years.
- 1999 to 2005: Managed over 50 domains for Danone Water Products, which was the largest bottled water company in North America, and spearheaded the interactive water ordering web site.
- 1996 to 2005: Managed the telemarketing outsourcing project (of 40+ agents), providing an interactive access to product info, pricing and customer data to remote agencies in Pennsylvania and Puerto Rico. Thereafter, managed outside vendors at the technical side; managed the RFPs when changed the vendors twice (one in LA, California and one in Sarasota, Florida).
- 1994: Managed the statement outsourcing project for McKesson Water Products, with a monthly volume of over 750K statements. Provided ongoing support with outside vendors for this process, and managed the RFP process a few years later when the vendor went out of business.
- 1994 to 2005: Worked with the Marketing department and outside vendors for various telemarketing related projects.
- 1988 to 1992: Worked at Baxter Biotechnology as a senior developer for 5 years.

James Schultz

James is the Senior Application Support Engineer. He manages and teaches the NOVAtime University, and also provides product release and training documentation while assisting with system design (user-interface) and quality assurance. James has over 27 years in the Time and Attendance industry; with over 11 years with NOVAtime.

Job Title at NOVAtime: Senior Application Support Engineer

Project Role: Manage Application Implementation

Education:
- Associate Degree in Electronic Engineering
- Novell Certification (Pre-CNE)

Background:
- Experience in the Time and Attendance industry for over 28 years (17 as a Time and Attendance reseller; plus 11 at NOVAtime)—developed a strong sense of what it takes to understand a customer's requirements and to help them succeed in automating time management for their workforce.
- Experience in creating feature design specifications that ensure adherence to user-interface and system performance standards, as well as making sure the feature will fit various scenarios of use and application.
- Experience in reviewing complex attendance and pay rule requirements to determine system setup methods for proper function or determination of custom requirements.
- Experience in all levels of instruction covering everything from system use to complete configuration and system support for over 5,000 students.
- Manages and teaches NOVAtime University; provides product release and training documentation, and assistance with system design (user-interface) and quality assurance.
- Supports major accounts to help ensure a successful implementation, including Loomis (with over 200 branch locations all over United States, project spanned over 2 years) and Remedy Intelligent Staffing (a system capacity of over 40,000 employees).
- While at Source Information Systems for over 17 years, managed a team responsible for the post-sale process for over 500 customers, with tasks including system discovery, installation, training, and support (implementation), and quite often interfaces to MRP, Accounting, Payroll/HR, and other mainframe applications. Also responsible for providing sales assistance for system demonstrations and need.

Scott Fuehrer

Scott is a Senior Applications Specialist who is responsible for product presentation and transition after the sale. With more than 20 years of experience in the Payroll / HR / Time & Attendance industry, Scott helps new clients define their goals and rules for a new Time & Attendance system. With his extensive product knowledge he will also help design the end result of the product implementation.

Job Title at NOVAtime: Senior Solutions Consultant

Project Role: Pre-Sales and Product Implementation

Education: Associate Degree

Background: • Over 21 years of experience in the Payroll/ HR / Time & Attendance industry.
• Extensive knowledge of Public Sector needs dealing with many clients over the last 7 years.
• Facilitated training classes for payroll, human resources and benefits personnel.

Kevin Nielsen

Senior Solutions Consultant (Fort Worth, TX) – Kevin has over five years' experience in the IT and Telecommunications industries, and seven years of experience in the Time & Attendance industry. Kevin has implemented NOVAtime for both private and public sector clients since 2009.

Job Title at NOVAtime: Senior Solutions Consultant

Project Role: Project Management, Implementation and Configuration

Education: Bachelor of Arts in Communication Studies from University of North Texas

Background:
- 2009-Present NOVAtime Technology, Inc.
  - Significant Projects
    - Des Moines Public Schools
    - San Antonio Independent School District
    - Los Angeles County Office of Education
    - Riverview Gardens School District
    - Englewood Schools
    - City of Fayetteville, Arkansas
    - City of Bonham, Texas
    - The Ryland Group (Ryland Homes)
    - Medela, Inc.
- Managed Tier 3 Network Operations Center team for multi-state DSL network
- Developed last mile testing protocols for ADSL shared and dry pair acceptance
- Resolved SEV1 through SEV5 issues and provided enterprise support for global MPLS network
- Inside sales of IT equipment and services for global Value Added Reseller

Mitchell Serna

Mitchell is a Sr. Solutions Consultant at NOVAtime. Before joining the company, he acquired a deep understanding of the NOVAtime system as a Systems Analyst and Information Technology Manager for a NOVAtime client. Mitchell has over 15 years of experience in the fields of Information Technology and Business systems, as well as additional training and experience in accounting and finance. He works from Charlotte, North Carolina.

Job Title at NOVAtime: Sr. Solutions Consultant

Project Role: Implementation Consultant

Education: Bachelor's Degree in Management Information Systems
Bachelor's Degree in Finance

Background:
- 15 years in the fields of Information Technology and Business systems
- 2014–present: NOVAtime Technology, Inc.
- 2010–2014: Systems Analyst / Information Technology Manager for Insource Performance Solutions, Inc.
  - Achieved full integration of 4 systems, streamlining recruiting, human resources, and payroll processes.
  - Implemented SaaS based Time and Attendance system across sixteen locations.
- 2009–2010: Systems Analyst / Senior Accountant at Cash Cycle Solutions, Inc.
  - Upgraded Microsoft Dynamics ERP system and created new, virtual application servers.
  - Implemented SaaS based budget system across 4 companies and 14 departments on time and under budget.
- 2006–2009: Implementation Consultant at Interdyn Artis, Inc. Microsoft Dynamics
  - Lead large implementation teams and successfully deployed large ERP systems.
- 1997–2006 Business Analyst at Admiral Management, Inc.
  - Supervised financial reporting, auditing, and analysis for 28 companies in Central America.
  - Installed and set up GAAP compliant accounting systems across Central America.

Ross Gassaway

Solutions Consultant (Raleigh, NC) – Ross has over twenty-two years' experience in the IT and Telecommunications industries, primarily focused on large-scale hardware integration, and one year of experience in the Time & Attendance industry. Ross has implemented NOVAtime for both private and public sector clients since 2015.

Job Title at NOVAtime: Solutions Consultant

Project Role: Implementation and Configuration

Education: Bachelor of Science in Communication, California Polytechnic State University

Background:
- 22 years in the Information Technology field
- 5 years' experience in teaching and training
- 2015-Present NOVAtime Technology, Inc.
- Significant Projects
  - Spotsylvania County Administration
  - CSG Consulting
  - Albany County, OR
  - Dougherty County, GA
- 2009-2014: Blue Cross of North Carolina
  - Senior Incident Manager, responsible for the coordination and repair of large scale system outages.
  - Worked closely with the client to ensure their expectations were met both during the outage and for debriefing after the fact.
  - Responsible for creating specific database reports checking to ensure proper classification and outage times for client billing.
- 2000-2008: Owner & Operator of Naples Dive Center, Naples Florida
  - PADI 5 Star training facility
  - Placed in top 5 training faculties in Florida 3 years in a row
  - Personally trained over 100 people a year to SCUBA dive.
- 1992-2000: Verizon Wireless Corporate, San Francisco
  - Senior Systems Analyst
  - Experience in development of computer images for over 2000 desktop computers
  - Support overseas satellite offices with daily computer and network issues.
  - On-location support for 5 European offices for all computer\network needs

Heather Somoza

Heather is a Project Coordinator for large-scale NOVAtime projects. Heather's experience includes several years managing tasks and activities within complex environments and works with many of NOVAtime's key Enterprise implementations.

Job Title at NOVAtime: Project Coordinator

Project Role: Project Coordinator

Education: Associate Degree in Applied Science from Denver Institute of Technology

Background:
- 2013-Present: NOVAtime Technology, Inc.
- Worked within Medical Records/ ERP practice at Accenture
- Oversee client satisfaction program and metrics
- Facilitates inter-team activity and resource coordination
- Responsible for manning project communication planning (meeting, status, etc.)
- Coordinated projects ranging from 500 to 25,000 employees
- Managed multiple, simultaneous deployment

Jeff Caruthers

Jeff is a Sr. Solutions Consultant at NOVAtime. He has over 10 years of experience in the Information Technology field, primary focusing on IT/IS projects, architecture, and report writing. Jeff has been working with the NOVAtime 5000 product for over 5 years, implementing, troubleshooting, and determining best practices with the software for organizations ranging from 100 to 10,000 employees in size.

Job Title at NOVAtime: Sr. Solutions Consultant

Project Role: Implementation Consultant

Education: Bachelor's Degree in Business Administration (MIS emphasis)

Background:
- 10 years in the Information Technology field
- 2013-present: NOVAtime Technology, Inc.
- 2007-2013: Select Staffing Project Management
    - Responsible for design and implementation of processes and procedures to ensure program compliance
    - Worked closely with clients to ensure their expectations are met both during the implementation and in the future
    - Responsible for creating specific database reports checking to ensure proper payments and reconciliation reports
    - Tested new hardware and provided recommendations to management based on testing processes
- 2001-2004: IKANO Communications
    - Configured and maintained StarOS edition AP's within the Salt Lake Valley
    - Resolved system challenges by coordinating with internal and external personnel

Linda Cannon

Linda is NOVAtime's Client Success Advocate. She works with clients during implementation to develop a comprehensive training plan for NOVAtime administrators, supervisors, and employees and acts as a liaison between NOVAtime and the customer to ensure a successful NOVAtime experience. Linda also conducts ongoing webinar training for NOVAtime University. Prior to her current position with NOVAtime, Linda worked in human resources and was a NOVAtime end-user.

Job Title at NOVAtime:	• Client Success Advocate
Project Role:	• Training and Client Communication Liaison
Education:	• B.S. Sociology
Background:	• 2015 – present NOVAtime Technology
	• 20 years' experience as a Human Resources Analyst for the City of Greeley, Colorado
	• 6 years' experience in Time and Attendance at City of Greeley
	・ Oversaw the selection process for a new time and attendance system
	・ Coordinated the configuration, testing and phased rollout of NOVAtime for a workforce of 1,500+
	・ Developed comprehensive ongoing training program for NOVAtime super-users, supervisors, and employees

Mark Tynan

A Sr. Solutions Consultant at NOVAtime, Mark brings 18 years of experience in the field of workforce management to his clients, helping ensure they receive the right solutions for their needs. Mark's expertise is in the areas of use case design, software configuration, cloud-based applications, and human capital management solutions.

Job Title at NOVAtime: Sr. Solutions Consultant

Project Role: Implementation Consultant

Background:
- 18 years in the human capital management field
- 2014-present: NOVAtime Technology, Inc.
- 2000-2014: Kronos Incorporated
    - Responsible for regional, strategic, and global accounts across all verticals including: Retail, Manufacturing, Public Sector, S&D and Healthcare.
    - Key contributor on larger accounts and high-profile sales cycles
    - Created presentations of software design based on client needs
    - Provided project consulting services for Kronos clients, including software configuration and hardware configuration
- 1997-2000: ECCS
    - Provided technical support, application testing, and general troubleshooting services

iv. In a table or spreadsheet format, submit a list of up to fifteen (15) time and attendance systems implementations completed by Proposer since May 1, 2011. Include the following information:

> *(1) Organization name*
>
> *(2) Dates of service (start/end)*
>
> *(3) Implementation details*
>
> > *a. Name and version of the software implemented*
> >
> > *b. Brand and model of the hardware implemented*
> >
> > *c. Number of pay and leave categories*
> >
> > *d. Number of employees processed for each payroll period*
> >
> > *e. If software was a web-based application*
> >
> > *f. If software provided for flexible scheduling*

Please see the *References* section on the following pages.

v. In a table or spreadsheet format, submit client references for whom Proposer has provided time and attendance software and hardware in the past five (5) years and who are agreeable to respond to a request from the City regarding Proposer. NOTE: Proposer my list companies shown above in Item iv. as client references. Each client reference should include the following:

> *(1) Organization name*
>
> *(2) Contact name(s)*
>
> *(3) Contact email address*
>
> *(4) Address*
>
> *(5) Telephone and fax numbers*
>
> *(6) Dates of service (start/end)*
>
> *(7) Scope of work (brief description)*

Please see the *References* section on the following pages.

Novatime Web-Based System

June 14, 2016

Mr. Ryan Lingholm
City of Delray Beach
100 NW 1st Ave
Delray Beach, FL 33444

Dear Mr. Lingholm:

Novatime specializes in Government installations, specifically, Cities, Towns and Counties. We have over 300 Government customers nationwide. The following section provides 15 Cities/Towns/County references who use the Novatime Time & Attendance and scheduling system. We also included additional detail on 6 of these references for the City of Delray Beach to contact if there are any questions about the Novatime system, the integration with payroll, or about Novatime in regards to implementation, training or support.

Please feel free to contact us directly to answer any questions that you may have as you review this proposal.
Thank you for the opportunity to be of service.

Sincerely,

Jamie Blundell

Jamie Blundell
National Account Executive, Public Sector
jamie.blundell@novatime.com
p: (516) 592-0885

Organization Name	Dates of Service	Software Version	Hardware Model	Pay & Leave Categories	# Employees	Web Based	Scheduling
City of Melbourne- FL	May 2016 - Present	Nova5000 Customer Hosted	NT7000 Proximity	50	700	Yes	Yes
City of Artesia - NM	Jan 2015 - Present	Nova5000 Vendor Hosted	NT7000 Biometric	35	250	Yes	Yes
Monroe County - NY	Feb 2015 - Present	Nova5000 Customer Hosted	NT7000 Proximity	45	250	Yes	Yes
Spalding County - GA	Nov 2015 - Present	Nova5000 Vendor Hosted	NT7000 Biometric	60	600	Yes	Yes
City of Norwalk - CT	May 2011 - Present	Nova5000 Vendor Hosted	NT7000 Biometric	160	2500	Yes	Yes
Town of East Hampton-NY	Aug 2015 - Present	Nova5000 Customer Hosted	NT7000 Biometric	80	750	Yes	Yes
Town of Leesburg - VA	Dec 2014 - Present	Nova5000 Vendor Hosted	NT7000 Biometric	55	800	Yes	Yes
City of Fayetteville - AR	June 2011 - Present	Nova5000 Vendor Hosted	NT6500 Biometric	45	850	Yes	Yes
City of Edinburg - TX	July 2011 - Present	Nova5000 Vendor Hosted	NT7000 Biometric	130	1000	Yes	Yes
City of Russell - KS	Dec 2014 - Present	Nova5000 Vendor Hosted	NT7000 Proximity	20	150	Yes	Yes
City of Kansas City - MO	June 2011 - Present	Nova5000 Vendor Hosted	NT6500 Proximity	50	700	Yes	Yes
Town of Vernon - CT	Nov 2012 - Present	Nova5000 Vendor Hosted	NT7000 Proximity	90	1250	Yes	Yes
San Antonio Schools - TX	June 2012 - Present	Nova5000 Vendor Hosted	NT7000 Proximity	180	10,000	Yes	Yes
Shelby County Schools-TN	Jan 2016 - Present	Nova5000 Vendor Hosted	NT7000 Biometric	120	2000	Yes	Yes
City of Naperville - IL	May 2016 - Present	Nova5000 Vendor Hosted	NT7000 Proximity	85	1250	Yes	Yes

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Novatime Technology, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	**City of Melbourne** 900 E. Strawbridge Ave, Melbourne FL 32901
CONTACT NAME:	Jennifer Chase – Payroll Manager
PHONE NUMBER:	321-608-7030
E-MAIL:	jchase@melbourneflorida.org
NATURE OF CLIENT'S BUSINESS:	City
DATES OF SERVICE	May 2016 to present
APPROXIMATE # OF EMPLOYEES	700
QTY & TYPE OF DATA COLLECTION	10 NT7000 HID Proximity Terminals with POE Employee Web Services for all employees
CLIENT COMPLEXITY	Unions; Multiple complex rules, **Tyler Munis Interface**
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET **Novatime Never Charges Overages**
GROSS COST	$101,000

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Novatime Technology, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	**City of Norwalk** 125 East Avenue, Norwalk, CT 06856
CONTACT NAME:	Fred Gilden
PHONE NUMBER:	203-854-7711
E-MAIL:	fgilden@norwalkct.org
NATURE OF CLIENT'S BUSINESS:	Government
DATES OF SERVICE	2009 to present
APPROXIMATE # OF EMPLOYEES	City = 1000; BOE = 2500
QTY & TYPE OF DATA COLLECTION	City = 15 NT6500 Biometric Finger & PC Entry BOE = 45 NT6500 Badge & PC Entry
CLIENT COMPLEXITY	Hosted by Novatime; Unions; Multiple complex rules. **Use MUNIS for Payroll. Interface between Novatime and MUNIS**
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET **Novatime Never Charges Overages**
GROSS COST	$100,000 (City); $225,000 (BOE)

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Novatime Technology Inc
CLIENT FOR WHOM SERVICES WERE PERFORMED:	**Town of Leesburg** 25 West Market Street, Leesburg VA 20176
CONTACT NAME:	Kate Trask
PHONE NUMBER:	703-737-7144
E-MAIL:	ktrask@leesburgva.gov
NATURE OF CLIENT'S BUSINESS:	Town
DATES OF SERVICE	December 2014 to present
APPROXIMATE # OF EMPLOYEES	500
QTY & TYPE OF DATA COLLECTION	6 x NT7000 Biometric Finger Terminals. Employee Web Services (PC Entry & Smart Phone)
CLIENT COMPLEXITY	Hosted by Novatime. Unions; Multiple complex rules, **Use MUNIS for Payroll. Interface between Novatime & Munis**
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET **Novatime Never Charges Overages**
GROSS COST	$80,000

SUMMARY OF RELEVANT EXPERIENCE

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Novatime Technology Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	**Falcon School District 49** 10850 E. Woodmen Rd, Peyton CO 80831
CONTACT NAME:	Debbie Knoerr
PHONE NUMBER:	719-495-1102
E-MAIL:	dknoerr@d49.org
NATURE OF CLIENT'S BUSINESS:	School District
DATES OF SERVICE	May 2013 to present
APPROXIMATE # OF EMPLOYEES	750
QTY & TYPE OF DATA COLLECTION	30x NT6500 Biometric Finger Terminals w/ POE, Employee Web Services for all employees.
CLIENT COMPLEXITY	Hosted by Novatime. Unions; Multiple complex rules, **Alio for Payroll. Interface between Novatime & Alio**
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET **Novatime Never Charges Overages**
GROSS COST	$135,000

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Novatime Technology, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	**Cambridge Public Schools** 795 Massachusetts Ave, Cambridge MA 02139
CONTACT NAME:	Alan Epstein
PHONE NUMBER:	617-349-6715
E-MAIL:	aepstein@cpsd.org
NATURE OF CLIENT'S BUSINESS:	Education
DATES OF SERVICE	March 2013 to present
APPROXIMATE # OF EMPLOYEES	1500
QTY & TYPE OF DATA COLLECTION	10 NT7000 Biometric Finger Terminals Employee Web Services for all employees
CLIENT COMPLEXITY	Hosted by Novatime. Unions; Multiple complex rules **PeopleSoft Payroll Interface**
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET **Novatime Never Charges Overages**
GROSS COST	$175,000

SUMMARY OF RELEVANT EXPERIENCE

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	Novatime Technology, Inc.
CLIENT FOR WHOM SERVICES WERE PERFORMED:	**Beaufort County** 102 Industrial Village Rd. Beaufort, SC 29901
CONTACT NAME:	Suzanne Gregory
PHONE NUMBER:	843-255-2982
E-MAIL:	suzanneg@bcgov.net
NATURE OF CLIENT'S BUSINESS:	County
DATES OF SERVICE	Dec 2013 to present
APPROXIMATE # OF EMPLOYEES	1500
QTY & TYPE OF DATA COLLECTION	60 NT450 Biometric Finger Terminals 5 NT7000 Biometric Finger Terminals Employee Web Services for all employees
CLIENT COMPLEXITY	Unions; Multiple complex rules **Tyler Munis Payroll Interface**
COMPLETED ON TIME ON BUDGET?	ON TIME & ON BUDGET **Novatime Never Charges Overages**
GROSS COST	$250,000

D. Technical Approach

i. Provide a list of authorized channel partner relationships

NOVAtime has over 50 offices located across the country. Andrews Technology is the channel partner for the East Coast.

ii. Provide a detailed narrative description of the proposed approach and methodology to include the connectivity requirements of the equipment being proposed including the power requirements, network protocol(s) and software.

NOVAtime is proposing NT7000 touchscreen biometric time clock terminals to fully eliminate buddy punching. The NT7000 terminals also come with a camera and can take a picture of employees each time they punch in/out.

In terms of connectivity, the NT7000 terminals have communication choices between standard Ethernet (one RJ45 port), Power over Ethernet (PoE), or wireless (802.11 b/g/n). The City can select any combination of communication for each clock as desired. The terminals utilize 12VDC/2A power inputs and PoE is 24W.

No additional software is required from the City for the terminals.

iii. Detail the Solution proposed

Please see the **NOVAtime 5000 Solution Overview**, **Standard Scheduling**, and **Advanced Schedule Manager** sections on the following pages.

iv. Describe methodologies for engaging with City representatives while in the course of performing the duties

NOVAtime understands today's demanding business requirements and the need to implement projects with precision and efficiency. Therefore, NOVAtime has created the SurePath™ Implementation Methodology, a multi-stage plan for implementing the NOVAtime 5000 solution that ensures consistent processes through best practices. Through refined methods, rigorous testing, and thousands of previous implementations, NOVAtime is able to provide a structured framework approach to all projects, regardless of complexity or size, ensuring that the City's implementation will be completed accurately, on-time, and within budget

SurePath™ is guided by project management tools that will provide the structure for successful interaction between NOVAtime and the City throughout the life of the implementation project. This includes the following areas of focus:

- Communications processes
- Issue and risk management
- Change and scope management
- Quality and delivery assurance

Please see the following section E. Implementation Approach where NOVAtime's **SurePath™ Implementation Methodology** and **SurePath™ Project Management Policies** are discussed in-depth.

NOVAtime 5000 Solution Overview

NOVAtime Technology, Inc. is a software development company that created the web-based NOVAtime 5000 platform and all previous NOVAtime products. NOVAtime serves as a technological leader in the industry, as its strategy for success focuses on continued research and development of new technologies. NOVAtime strives to continuously improve its workforce management solutions and advance its product offerings—a result of the company's determination to provide a well-rounded product with the ability to integrate with multiple applications (HRIS, Payroll, Finance, ERP, etc.). NOVAtime wants the City to have the best workforce management tool, in order to run efficiently throughout all departments. From an employee's first punch, to a paycheck being issued, NOVAtime's goal is to work with your organization to create a complete solution that is best suited for the City.

The NOVAtime 5000 application can be delivered as Software as a Service, a licensed model, or a hybrid solution, giving the City the option to choose the method most appropriate for your organization. The system is fully scalable to support time, attendance, leave, and scheduling as standard modules within a single database—all of which are completely integrated within the application. This means, as real-time hours affect the accruing of time off, balances will be calculated and displayed immediately, in real time.

NOVAtime 5000 also tracks a variety of data, including hours worked, attendance policies, accrual balances, leave taken, expense accounts, overtime, and more. The system is intuitive and user-friendly, making it easy to learn by any user type.

Additionally, NOVAtime 5000 is workflow enabled and can send notifications to supervisors via email or through the use of the customizable dashboard. Electronic communications are provided through secure, confidential communications—streamlining processes and operations, while eliminating the need for paper trails. SSL protocol provides authenticity of the NOVAtime 5000 database, but it also ensures privacy and data integrity through encryption. Firewalls and intrusion prevention systems are deployed to prevent unauthorized access, and the only data that can enter is SSL traffic. Furthermore, because the NOVAtime 5000 application is Plynt Certified, the City can be confident that all system data is secure.

Real-Time Management with Push Technology

Also known as "server push," the term "push technology" refers to a type of data distribution that automatically delivers data in real time or at defined intervals. NOVAtime was one of the first to market with push technology, beginning in 2006, which now enables NOVAtime 5000 to operate in real time through the use of internet-based communication. When data is entered into the NOVAtime 5000 system through any data collection method, the NOVAtime server will automatically send the updated information to system users, without requiring the user to initiate a request for the update. In contrast, "pull technology" polls data and requires the system user to "refresh" or request an update in order to view the latest information. NOVAtime 5000 eliminates data polling through the use of push technology, providing system users with the most accurate and up-to-date employee data at all times, from any device.

Data Collection

Whether your employees use PC/web entry, badge swipe, or biometric identification, the process of collecting time punches becomes quick and easy with the use of NOVAtime 5000. The system supports multiple methods of time entry, and NOVAtime offers the greatest number of data collection options in the industry. This includes PC/web entry, telephone IVR, mobile apps for smartphones and tablets, portable PDA devices, and various time clock models that can verify employees via biometrics, key-in, proximity badges, and magnetic stripe/bar code cards. Additionally, all data collection hardware devices utilize push technology, providing your organization's management with access to real-time tracking of employee data and ultimately helping the City to better understand its labor situation.

Exception Tracking and Notification

NOVAtime 5000 is exception-based, from pay rules to shifts and schedules. Exceptions are defined and tracked at the employee level, and the system's notification engine will alert supervisors when exceptions occur. NOVAtime 5000 can display timesheet exceptions on a supervisor's user dashboard and the supervisor can also run exception reports. Additionally, the application features an Attendance Points System for effective management of attendance policies and pattern tracking. The Points System allows point values to be assigned to exceptions, e.g. tardiness, absences, and leaving early. Rules and threshold levels can be set up so that supervisors can view employees with the selected exception type meeting or exceeding the threshold. Once a threshold is reached, the system can automatically generate pre-configured HR documents that supervisors may review with their employees. The points system could also be used to reward employees for following attendance guidelines and/or perfect attendance.

Timesheet Editing & Approval

NOVAtime 5000 allows supervisors to review, edit, and approve assigned employees' timesheets, schedules, accrual, and labor costing information. Employee punches and attendance exceptions are displayed in SWS for quick corrections as needed. This eliminates the need for supervisors to review individual employee timesheets to find any mistakes, ultimately improving efficiency and allowing supervisors to spend more time performing other management tasks. Also, the system features an audit log in which all edits and adjustments are tracked (including who, what, where, and when), and because a note is required for every edit, the audit trail can prevent or resolve disputes over data changes.

Employee Management & Scheduling

NOVAtime 5000 features a complete scheduling feature that is designed to enable the creation and management of both permanent and temporary employee schedules. This provides supervisors with the ability to create a distinct point of reference for employee information, while providing the system with the expected start and end times of various work shifts. The system also features time saving additions, such as schedule copying/forwarding, budget analysis, group scheduling, departmental coverage, and schedule templates. NOVAtime 5000 is also able to import schedules from other programs, and the system provides multiple scheduling methods, including Smart Scheduling and an Advanced Schedule Manager (ASM) designed for public safety organizations, such as fire departments, police departments, and public works. Please see the *Scheduling Modules* section for more details on all of the innovative scheduling features of NOVAtime 5000.

Pay Rule Automation & Enforcement

Pay rules are parameter-driven and easy to setup, change, and track. NOVAtime 5000 enables up to twenty labor levels, each able to hold an unlimited amount of pay rule values, and the system will track any amount of transfers between the levels. The system also offers unlimited tracking of job and work assignments, recorded by pay code, and will easily report on these hours while transferring them to the appropriate accounts. The project tracking module supports an unlimited amount of codes that can be assigned to employee hours and pay rules. These may be defined by location, department, job, cost center, project, etc., and drop down menus and lockouts can be set up to enhance the usability of pay codes in the NOVAtime 5000 system.

[Additional information regarding pay rules is provided on the following page.]

NOVAtime 5000's Rule Setup feature is used to configure various rules that affect how employee time is calculated. This includes the following types of pay rules:

- Shift rules – scheduled start/end, meals, breaks, and premium parameters;
- Policy rules – pay period definitions, overtime, punch rounding rules, etc.;
- Holiday rules – paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked, etc.;
- Accrual rules – vacation, sick time, PTO, etc.;
- Pay matrix rules – complex shift differential and premium rules;
- Point system rules – automation of attendance policies.

Reporting

NOVAtime 5000 features an internal report generator that includes over 100 report templates that are defined by business need and can be configured to the City's specific requirements. The powerful report generator allows system users to select the report output (PDF, Excel, RTF, HTML, or CSV), apply various filters, select column order, and utilize dynamic report sorting. Additionally, reports can be published and used by all system users, selected system users, or the report publisher only.

HR/Payroll Integration

NOVAtime Enterprise Web Services (NEWS) is the interface platform between NOVAtime 5000 and third-party applications. NEWS allows for the import and export of data into multiple systems through standardized XML/SOAP formats, eliminating duplicate data entry. With an internal mapping and interface builder, NOVAtime 5000 can integrate with virtually any system. The system will link to the City's HR system to populate users, departments, leave accruals, etc., and the payroll bridge enables simple transfer of employee pay and hours to payroll. As of today, NOVAtime has developed seamless interfaces to over 300 payroll, HRIS, ERP, job tracking, scheduling, and accrual systems. New interfaces are being built on a regular basis, and if NOVAtime does not have an existing interface to an application that the City is utilizing, the Research and Development department will be able to create an appropriate interface bridge in minimal time.

Self-Service User Accounts

NOVAtime 5000 is web-based for all users, including payroll administrators, system administrators, supervisors, and employees. Self-service user accounts can be accessed through a PC via a standard web browser, as well as through selected time clocks, telephony, and the mobile app. The application provides three different types of user accounts, detailed in the following pages.

[Information regarding web services for administrators, supervisors, and employees is provided on the following pages.]
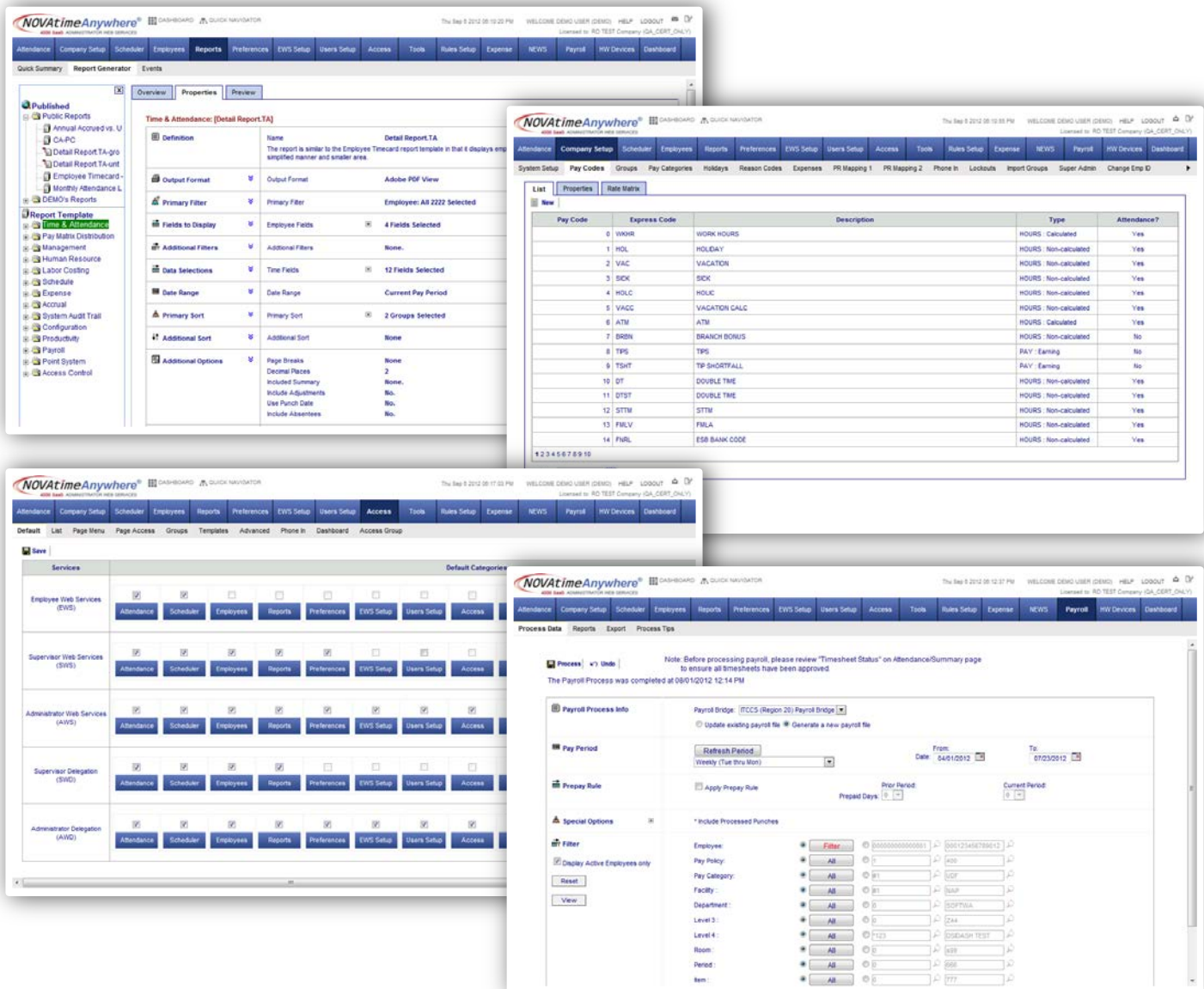
Administrator Web Services (AWS):

AWS enables system administrators to set up and manage the NOVAtime 5000 solution according to company requirements. The following features can be configured in AWS:

- Company-wide system parameters that control web access, report access, IP address restrictions, and email server identification;
- System-wide rules to control system function;
- Pay codes, pay rules, labor levels, etc.;
- User delegation that defines what type of access is granted (e.g. administrator, supervisor, employee);
- Security Access Groups that define what pages and features are enabled or disabled;
- Benefit accrual and point system rules;
- Data collection hardware;
- NOVAtime Enterprise Web Services (NEWS) for HTML data exchange with HR/Payroll systems.

AWS also enables payroll administrators to perform the following functions:

- Review and approve timesheets for payroll;
- Generate payroll reports;
- Process payroll with the ability to prepay employees based on their scheduled hours.

Supervisor Web Services (SWS):

SWS provides supervisors with real-time information and features for accurate and efficient labor management. The system enables supervisors to perform the following functions:

- Review, edit, and approve employee timesheets;
- Configure data fields included in the timesheet view;
- View summaries of timesheet information, as well as overall departmental cost and performance evaluation (including total hours and pay amounts sorted by pay type);
- Create new employee work schedules and view current and past schedules;
- View employees' timesheets, schedules, accruals, history, etc.;
- Review budget hours;
- Approve, decline, or cancel employee time-off requests;
- Review, approve, or reject expense submissions;
- Validate employee benefit accruals (including hours available and used for each accrual type);
- Review employee point system balances and points history;
- Configure and generate management reports.

Employee Web Services (EWS):

EWS enables employees to access their own time and attendance information online. The system will allow employees to perform the following functions:

- Punch IN/OUT and enter other timesheet data (e.g. job transfers, missing punches, etc.);
- View current and past pay periods' timesheets and employee data (e.g. summary of hours by type, earnings, deductions, etc.);
- View Point System summary;
- Sign and submit completed timesheets;
- View work schedules in various displays (e.g. summary view and calendar view for pay period or selected date range);
- View accrual information and balances by accrual type (e.g. hours earned, used, available, carried over, etc.);
- Submit time-off requests;
- View complete attendance history by week, month, year, or selected date range;
- View a detailed attendance summary for a selected date range;
- View and update personal profile information (e.g. email, phone number, address, emergency contact information, password, etc.);
- Add notes to time punches for supervisors to view.

User Authentication:

NOVAtime 5000 features ample security options for user login and authentication. The system supports a "Strong Password" feature, along with the following options that may be enabled or disabled by the City:

- Minimum password age: Administrators may define the number of days that a password will remain valid. After this period of time, users will be prompted to change their password.
- Password expiration warning message: Administrators may designate the number of days that a password expiration warning will appear, prior to requiring a password to be changed.
- Password history: Administrators may define the number of passwords changes that must occur before a past password is reused.
- Password requirements: Administrators may set up requirements for case sensitivity, special characters, consecutive characters, and alphanumeric sequences.

NOVAtime also enables the following security options for login/password access:

- Lightweight Directory Access Protocol (LDAP): NOVAtime 5000 supports the LDAP feature, allowing authentication of users against the client's domain level security (Active Directory) for access to the NOVAtime 5000 solution. Use of this feature simplifies the password and user management for employees, supervisors, and administrators, i.e. if a user is disabled in a domain, access to the NOVAtime 5000 system will not be allowed.
- Random Image Authentication (RIA): The RIA feature displays and alphanumeric code that the user must input in order to gain access to the NOVAtime 5000 application. This is often used to ensure human usage of the system, preventing any machine or programmatic use. System administrators may enable the RIA feature for a specific group of employees, supervisors, and/or administrators.
- Single Sign-On (SSO): NOVAtime 5000 supports several SSO models. This allows users and employees, who are already logged into other organizational applications, to access the NOVAtime 5000 system without being required to re-enter username and password information. The SSO implementation uses Web Services (SOAP/WCF) extensively and is built using the .NET 3.5 framework, so it will not be necessary for the City to build the module in .NET—any environment that can consume the Web Services will be sufficient.

Standard Scheduling

The NOVAtime 5000 Scheduler module enables the creation and management of both permanent and temporary employee schedules. The system supports unlimited definitions of shift schedules, assignments, patterns, and rotations, while offering time-saving additions, such as schedule copying and forwarding, budget analysis, group schedule features, departmental coverage, and group/personal templates.

Template Schedules

Templates are used to override assigned shift schedules for individual or multiple employees. The user-defined templates contain the pay code, department, start/end times, meal break minutes, and total scheduled hours. New templates can be easily created and saved for future use, and existing templates can be applied with just a few quick clicks.

Free-Form Schedules

Free-form schedules can also be created to override assigned shift schedules for individual or multiple employees. The pay code, department, start/end times, total hours, and meal break minutes can each be defined independently, allowing flexibility that accommodates unique schedules that do not necessitate templates.

On-Demand Schedules

On-demand scheduling is used to define the resource coverage requirements of specific jobs. The system displays the daily resource demands, actual assignments, and variances of specific jobs. Supervisors can analyze this data and assign employees to job schedules with significant variances, ensuring adequate staffing to meet necessary resource demands.

Schedule Import

Employee schedules can be imported to NOVAtime 5000 from third-party scheduling applications. The system supports CSV, XSL, and SDF formats, and automatic data import can be scheduled to run at defined intervals.

Schedule Recap

The Schedule Recap feature displays multiple employees' work schedules in a single page and allows an employee's schedule to be copied and forwarded to future weeks or to other employees' schedules. This feature offers several convenient tools for quick schedule editing, allowing supervisors to move schedules to different days, populate schedules from the employees' default shift setup, remove schedules from an entire week, or add custom schedules to individual days.

Advanced Schedule Manager

The Advanced Schedule Manager (ASM) offers a variety of innovative add-on features that enhance and automate the scheduling capabilities of NOVAtime 5000. With automatic schedule generation, ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency and productivity.

Key ASM features:

- Includes a daily roster that displays the scheduled positions and corresponding assigned employees
- Highlights schedule openings, conflicts, and surpluses
- Automates schedule generation according to resource requirements, which can be based on location, tasks, certifications, and other qualifications
- Management personnel can configure standard availability for each employee, and/or employees can maintain their standard availability or indicate availability on a weekly basis.
- Limits standard scheduling based on employee qualifications/certifications
- Identifies and contacts employees who are qualified to open schedules
- Identifies employees with expired certifications

Using ASM, employees can be manually or automatically removed from schedules and placed on leave. The system will then display a list of employees who are available and qualified to fill open positions. For each applicable employee, the system will include configurable contact details, various work hour summaries, and a history of accepted and declined work requests – all of which will aid the selection of employees who are offered to fill the open positions.

ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency and productivity—all through a user-friendly, graphical interface.
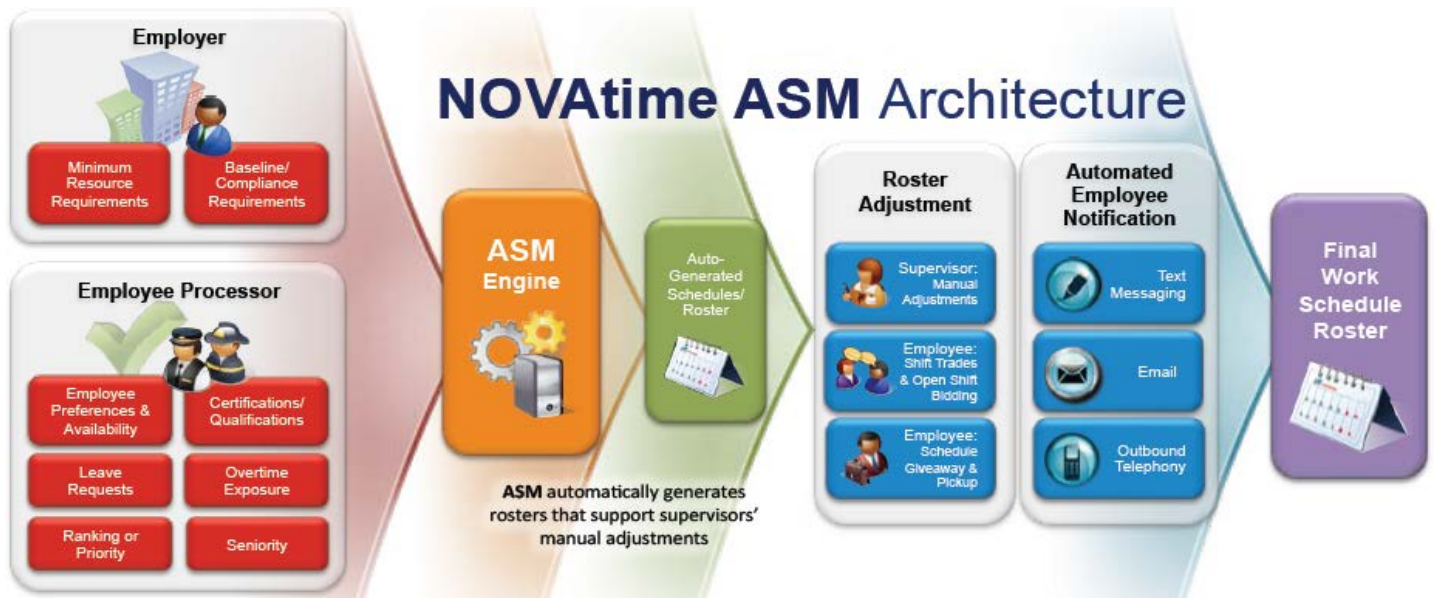
Employee Functions

ASM supports a "schedule giveaway" function that allows employees to offer their scheduled work hours to other qualified employees. "Schedule pickup" enables the qualified employees to accept giveaway schedules or other schedule openings, and employees may also exchange or swap schedules with one another. To regulate schedule modifications, these employee capabilities may be limited to specific date ranges (e.g. within 10 to 20 days from the current date or within 15 days from the date the schedule was made available). With a variety of scheduling functions offered, the use of each feature can be enabled or disabled based on system security rules and/or supervisor approval.

Automatic Absence Scheduling

When an employee calls the Phone-in System to report an absence, ASM can automate the process of replacing the absent employee. The system will automatically remove the employee from work schedules and proceed to contact available and qualified employees—via phone, text, email, or internal system message—to fill the open schedule. ASM may be set up to contact applicable employees one at a time, or the system can contact all applicable employees concurrently. When contacting employees one by one, the sequential process is based on priority settings and a defined response time limit, and the system will continue to call qualified employees until the schedule is accepted. When contacting all employees simultaneously, the first employee to accept the offer will be assigned to the schedule.

Schedule Priority and Preferences

Employees qualify for open schedules according to user-defined priority settings. The priorities determine the order in which the system will consider primary and secondary qualifications. ASM may be set up to schedule employees based on a combination of factors, including seniority, ranking, fewest scheduled hours, least amount of overtime, etc.

Schedule Limitations

To control total scheduled and overtime hours worked by employees, ASM may be configured to apply minimum and maximum hour limitations when identifying which employees are qualified to fill schedules. These limitations can be based on total hours worked daily, weekly, or during custom cycles, taking either scheduled or worked hours into consideration.

Notifications Services

Notifications are sent to employees and system users—via phone, text, email, or internal system message—when specific events are detected by ASM. For example, a notification may be sent to inform a supervisor of an expired employee certification, which may be triggered to send prior to or following the expiration, depending on the user's preference. The system is also able to generate notifications when open schedules exist, schedules are modified, a supervisor requests additional work hours, or when there are schedule surpluses, conflicts, exchanges, giveaways, and pickups.

E. Implementation Approach

i. Include Proposer's strategies and approach to the time and attendance hardware and software implementation and on-going support

Included in this Section E. Implementation Approach are the following sections which detail NOVAtime's implementation methodology and ongoing support:
- ***SurePath™ Implementation Methodology***;
- ***SurePath™ Project Management Policies***;
- ***Project Guidance & Discovery Analysis Process***;
- ***SurePath™ Implementation Timeline***;
- ***Implementation Skill Sets & Resource Requirements***;
- ***Training Program***;
- ***Software Maintenance and Support Program***; and
- ***Hardware Maintenance Program***.

ii. Submit a list of Proposer's current projects and known future projects that will be occurring during the implementation of the City's project to include project title, project start and end dates, project manager and technical lead assigned

Due to existing confidentiality and non-disclosure agreements with our clients, NOVAtime is unable to provide a list of current and future projects that will be occurring during the City's project. However, NOVAtime assures the City that we have the resources available to provide a full project team to the City that will complete your implementation successfully, on-time, and on budget.

Please note that a total of 15 references have been provided along with this response; see ***Chapter 5: Proposal Response Requirements, A. Minimum Qualifications*** for details.

iii. Provide a schedule and timeline to include the start date, completion date, implementation

Please see the ***SurePath™ Implementation Timeline*** included under this Section E. Implementation Approach.

iv. Training to be provided to include types (e.g., classroom, in-person, on-line), location and content

NOVAtime is pleased to provide unlimited training with our response. Training will be a combination of in-person and online via webinar. All initial training sessions are typically held in person, and all refresher courses are typically held online. Current regular courses include the following.
- Introduction to the Solution: The introductory sessions allow various departments and lines of business to become familiar with functionality, IT requirements, and ongoing support. This training will take place at the City's facility, in order to accommodate demonstrations, and the course supports up to 25 end-users or administrators. These sessions are scheduled based on departmental functions (e.g. IT, payroll, etc.) and are intended to provide the framework necessary to begin working with the NOVAtime project team, without "ramp-up" time for key project members.
- Train the Trainer: Train the Trainer sessions usually take place across 2 days, focusing on specific functional areas for a group of users. The course is limited to 2-25 users per session, in order to maintain an ideal class size.   The methodology behind the "Train the Trainer" sessions aims to create graduates with the ability to act as a resource for their own department, training new users that come on post-implementation and also helping to re-train existing users.
- Web Training: These sessions are usually scheduled throughout the deployment as refresher courses. They are most often utilized near payroll parallel and testing timelines to cover tasks that are not generally completed on a daily basis, e.g. compiling payroll for processing. These sessions typically last 1-2 hours in length and participation may be limited to 25 users for ease of use in the virtual environment.
- Technical Training: This annual session is held for all technical personnel who are primary users of the system. The training will provide details covering updates in the structure of the software and interface language, as well as external software and hardware updates, ensuring that users are up to date on the most current technology offered by NOVAtime. During these annual sessions NOVAtime will discuss any system changes that have occurred and changes that will be taking place in the near future, if applicable. Mini-sessions may occur during the year, via webinars, as necessary.

v. Support to be provided by Proposer during implementation

NOVAtime's Premium Support is our standard program included in your maintenance agreement and provides our customers with unlimited support (by phone, e-mail, or IM), a dedicated support representative, and a guaranteed response time of 30 minutes during normal business hours on weekdays. All support of the NOVAtime software will be the responsibility of NOVAtime. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified NOVAtime technician, and a direct employee of NOVAtime.

NOVAtime believes that the maintenance and support of your organization's NOVAtime 5000 system should not be a drain on your annual budget. Our "Software for Life" business model provides unlimited web-based training and support, included in the annual maintenance agreement, at no additional charge.

SurePath™ Implementation Methodology

NOVAtime understands today's demanding business requirements and the need to implement projects with precision and efficiency. Therefore, NOVAtime has created the SurePath™ Implementation Methodology, a multi-stage plan for implementing the NOVAtime 5000 solution that ensures consistent processes through best practices. Through refined methods, rigorous testing, and thousands of previous implementations, NOVAtime is able to provide a structured framework approach to all projects, regardless of complexity or size, ensuring that the City's implementation will be completed accurately, on-time, and within budget.

Program Management

| Initiate/Assess | Plan | Design/Build | Test/Accept | Deploy | Review/Support |

Training

Stage I	Stage II	Stage III	Stage IV	Stage V	Stage VI
• Identify project teams • Develop initial scope • Draft detailed work plan • Project kickoff meeting • Establish project control tools • Steering committee/team review	• Functional gap analysis • Application and technical design documentation • Update detailed work plan • Infrastructure procurement • Prototype/baseline install • Establish training	• Data mapping • Application setup • Workflow design • Establish data collection requirements • Configure system and pay rules • Configure user access • Establish interface	• Unit Testing • User acceptance testing • Pilot/parallel pay period testing • Issue remediation/configuration updates • End user communication and training • Application staging	• System migration from staging • Deploy data collection device • Ongoing user training • Proactive issue support • Legacy system decommission • Support process	• Support documentation updates • Client deliverables workbook • Complete transition checklist • Management acceptance • Transition to ongoing support model

SurePath™ is guided by project management tools that will provide the structure for successful interaction between NOVAtime and the City throughout the life of the implementation project. This includes the following areas of focus:

- Communications processes
- Issue and risk management
- Change and scope management
- Quality and delivery assurance

NOVAtime also recognizes the importance of training throughout the duration of the project. Therefore, the SurePath™ methodology provides a framework for effective user and administrator training that takes place throughout each stage of the project, ensuring capability and preparation of the City's staff members who will be utilizing the NOVAtime 5000 solution *(details about training options are provided in the **Training Program** section of this submission)*.

Additionally, SurePath™ employs the expertise of each NOVAtime Project Team member so that all areas of opportunity and best-practice potentials can be identified. With experience ranging from information technology to complex payroll business processes, NOVAtime brings a wealth of knowledge that will guide the implementation and result in maximum return on investment. The Project Team will work with the City to develop a thorough and comprehensive plan that addresses all goals for technology, processes, and cost-reduction, and by using the SurePath™ approach, NOVAtime will address all tasks—prior to beginning the implementation. This includes responsibilities from initial project planning, all the way through to the transition to ongoing support. NOVAtime will also provide key criteria and milestones that will define the success of each stage and indicate preparation for the next stage activities.

NOVAtime takes responsibility as a partner and ensures that all requirements are understood before beginning the project. The project management approach emphasizes close supervision of project activities with long range views of risks, in order to forecast accurate time and cost performances. NOVAtime maintains a specific focus on identifying and classifying these risks to project time and targets, and the NOVAtime Project Team takes a proactive approach to acting on this information. The following pages provide further details about the NOVAtime SurePath™ Project Management policies.

SurePath™ Project Management Policies

Below is a summarized overview of the SurePath™ Project Management policies, established for the management of all internal and external NOVAtime projects.

Requirements and Change Management Policy

All NOVAtime projects must include a well-defined problem statement, with well-defined business and technical requirements that assure NOVAtime 5000 satisfies business needs. Requirements must be thoroughly documented and understood by the project team. Changes to requirements must be managed throughout the life of the project.

Implementation guidelines:

Requirements definition is one of the most crucial steps in the process of creating a project. With well-defined requirements, managers are able to plan the project, developers and integrators know what to build, and clients know what to expect. Establishing requirements allows NOVAtime to validate that the system satisfies the needs of the client organization. The project manager is responsible for ensuring that technical requirements are defined, and the program or business manager is responsible for ensuring that the business/operational requirements are met.

Project Planning Policy

Each project manager must develop, maintain, and follow a written plan that defines project goals, processes, and resource estimates (in terms of schedule, cost, and development). The project plan must be updated throughout the life of the project to accurately reflect the most current plan.

Implementation guidelines:

Project planning defines the work and describes how the tasks will be executed. Planning begins with the definition of the specific work to be performed and other constraints and goals that define/bind the project. The planning process includes the necessary steps to estimate the size of a project, the technological scope of the effort, and the resources required to complete the project.

The planning process results in the production of a schedule, identification/assessment of risks, and negotiation of commitments. Repetition of these steps is necessary to establish the project plan and ensure buy-in by those responsible for the project. In a typical project, several iterations of the planning process are performed before a plan is actually completed.

Project Tracking Policy

Project managers are required to continuously track and monitor the progress of a NOVAtime project against the project plan. Once a project has advanced to the execution stage of performance, a project team and the necessary resources shall be in place, ready to perform, and the project plan shall have been developed and baselined. The project manager is responsible for implementing the project tracking policy.

Implementation guidelines:

During the implementation stage, the focus shifts from the discovery to participation and observation to ensure that the plan is being successfully executed. The project plan serves as the basis for the project's monitoring, controlling, and reporting activities. By following the plan and gathering relevant data for status meetings and reports, information will be available for accurate and early identification of issues and minimization of project risks. This will also provide information to monitor, control, and report on the progress of the project.

Configuration Management Policy

Configuration Management (CM) must be performed on NOVAtime projects in accordance with organizational (and client) established CM procedures, ensuring that controlled and stable baselines are established for planning, managing, and building the NOVAtime 5000 solution. As a part of this process, the integrity of the system's configuration is controlled over time, and the status/content of the baselines are known.

Implementation Guidelines:

Configuration Management is a formal discipline that provides developers and users with the methods and tools to identify the product developed, establish baselines, control changes to baselines, record and track status, and audit the product.

During the planning process, the procedures and required resources for CM are defined and the control items to be tracked are identified. The goals of configuration management planning are:

- Explicitly assign authority and responsibility for CM for the project.
- Ensure that CM is implemented throughout the project's lifecycle by setting standards, procedures, and guidelines that are produced and distributed to the full project team.
- Ensure that CM has a repository for storing configuration items and associated CM records.
- Ensure that reviews of baselines and CM activities occur on a regular basis.
- Ensure that changes are controlled and that the impact of changes on the hardware and software configuration is understood prior to approving a change.

Risk Management Policy

Issues and risks associated with NOVAtime projects must be identified, analyzed, and prioritized. Identified risks must be controlled through the process of project planning and monitoring. Risk identification and management is an integrated component of project management and must be continuously assessed and analyzed during the life of a project. When significant risks are identified for a project, a risk manager should be assigned to assist the project manager in risk management.

Implementation guidelines:

A "risk" is any factor that may potentially interfere with successful completion of the project. The existence of risk is not to be considered a bad thing. The absence of risk analysis and mitigation measures, however, should present concern, as every project has risks. The challenge is to fully identify existing risks and invest in a solution that mitigates such risks.

Controlling a project during the performance lifecycle stages requires an established risk management process that is unique to the project. Risk management deals with the following stages:

- Risk identification
- Risk analysis and quantification
- Risk mitigation planning
- Risk response

The risk management plan documents the procedures that will be used to manage risk throughout the project. In addition to documenting the results of the risk identification and analysis stages, the plan designates who is responsible for managing various areas of risk, as well as how risks will be tracked, how contingency plans will be implemented, and how reserves will be allocated to handle risks.

Risk assessment is used as a tool in project oversight. NOVAtime has adopted a Risk Assessment Matrix (RAM) tool to assist teams and departments to assess the risk of a project quickly and in an automated fashion. The RAM must be completed on all NOVAtime projects and submitted to executive management, the project steering committees, and/or the client management team.

Project Close-Out Policy

IT projects must follow a project close-out process upon completion of the project. Completion occurs when project objectives have been met and users have reviewed and accepted the system. The process includes a Post-Implementation Evaluation Review (PIER) report that serves to record lessons learned, while also archiving project records based on organizationally-defined requirements.

Implementation guidelines:

The key elements associated with project close-out include the following:

- Re-disbursement of resources;
- Completion and archiving of project records;
- Documentation of the success and issues associated with the project;
- Acknowledging success of the project and conducting a session to review the lessons learned.

The purpose of conducting a formal project close-out is to document lessons learned. This means that problems encountered by the project team must be openly presented so that processes can be improved to eliminate the cause of the problems in the future. It is important that the discussion does not merely point to an external cause, as responsibility for problem areas should be discussed thoroughly. It is helpful to conduct an interactive session in which lessons learned can be compiled.

Summary information about the project should be collected and archived based on organizationally-defined procedures. Typical information that is archived includes the following:

- Description of the project;
- Project organization chart;
- Budgeted and actual cost;
- Budgeted and actual schedule;
- Assumptions associated with project values and changes;
- Project close-out report.

Project Guidance & Discovery Analysis Process

In order to achieve the smoothest transition from sales to implementation, NOVAtime emphasizes the importance of the City having a consistent NOVAtime contact throughout each step of the process, guiding your organization through the transition to full use of NOVAtime 5000. NOVAtime's sales team does not simply complete the sale and pass the entire project on to the implementation team. Instead, the City will be assisted by the same Senior Application Specialist who was engaged in the pre-sales process and solution demonstrations. NOVAtime believes that the best people to initiate the implementation process are those who were involved in the sale and have already become familiar with the project requirements.

Furthermore, as part of the SurePath™ implementation process, NOVAtime offers the next level of services with Project Guidance and Discovery Analysis assistance. This includes the Kickoff Meeting that will take place at the City's earliest convenience, following the submission of necessary documentation. During this meeting, NOVAtime and the City will review key elements of the implementation process.

The Kickoff Meeting aims to accomplish the following, as needed:
- Review business requirements that the City has compiled;
- Identify and plan for key challenges;
- Review timelines and create a detailed project plan;
- Plan for expected go-live dates;
- Familiarize the City with the staged approach to implementation;
- Prepare staff and team members for engagement in the implementation process;
- Review training options and establish the City's preferences;
- Identify the immediate next steps required for implementation to begin;
- Document and organize pay rules;
- Establish data collection methods and requirements;
- Review payroll interface requirements and required data transfers;
- Begin compiling user list and department distinctions;
- Identify initial implementation groups and order;
- Create an initial employee load (Excel, CSV);
- Identify weekly status meeting dates/times and goals.
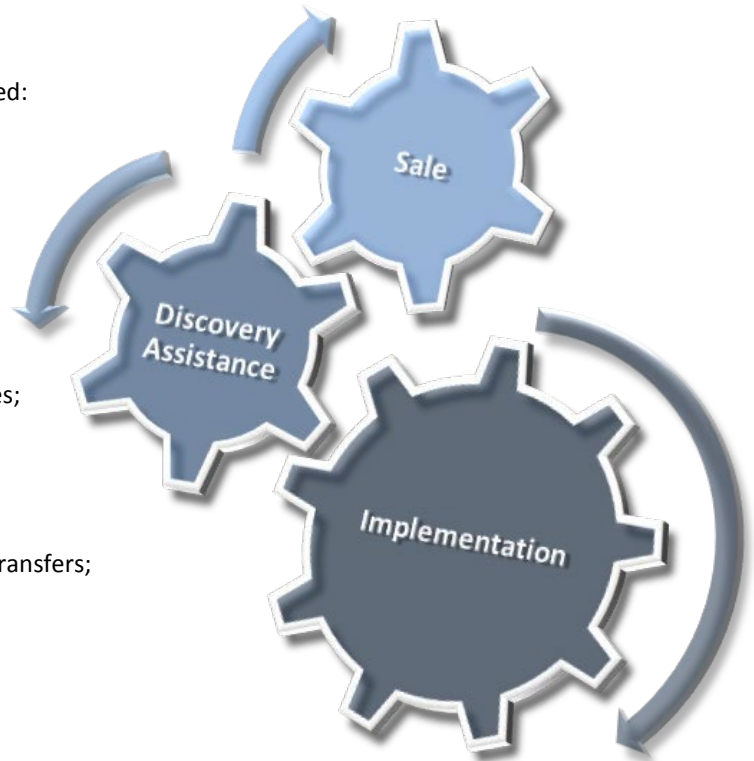
Following the Kickoff Meeting, the Senior Applications Specialist will assist the City in completing the analysis documentation that will provide the data needed by the implementation team. If further demonstrations of the NOVAtime 5000 solution are needed, they will be completed during this review period. The Senior Application Specialist will be able to provide additional insight into the functionality of the system and assist in change management if required.

Upon completion of the review period, the information prepared will be delivered to the implementation consultant who will then complete the process through the established SurePath™ Implementation Methodology. The Senior Application Specialist will remain in contact with the City throughout this process, aiding in the continuation of the project and maintaining consistency as the NOVAtime 5000 system is being implemented.

SurePath™ Implementation Timeline

NOVAtime recognizes that workforce management projects can be delayed when a "big bang" approach is used, as unforeseen issues are likely to occur, which can add stresses to the implementation and lead to missed deadlines. With a steady, well-planned project plan in place, NOVAtime's SurePath™ Implementation Methodology timeline incorporates time allocation to properly address any possible issues that may arise. NOVAtime has learned that an incremental implementation approach of four to six months is the most effective timeline for any organization's new workforce management system, regardless of complexity or size.

Stage I: Initiate & Assess // Finalize the Blue Print // 1st Month - 60 hours

- Meet with the City's project sponsor, technical manager, and program manager to review the plan.
- Revise the plan based on input and have a final signoff by all with approval to proceed.
- During this stage, the Program Office will be introduced, and project controls such as status reporting, communication plans, change management, issue

Stage II: Plan Details // Load the Server // 2nd Month - 40 hours

- Complete a gap analysis between planned functionality and current limitations.
- Once the gaps have been identified, the NOVAtime team can confidently provide a seamless delivery of services and functionality requirements.
- Load NOVAtime software on the City's server(s).
- Software is tested to ensure proper functionality and accessibility. Infrastructure procurement may be needed depending on the technology gap analysis.
- This stage also focuses on building the initial design documents as well as beginning the initial training plan and introducing key users to the solution. These activities provide the framework for ongoing project support and deployment.

Stage III: Design and Build // Lay the Foundation // 2nd Month - 80 hours

- Continued training will take place with the City's employees who are part of the project. This includes the Technical Lead, Technical Architect, Technical Support staff, and Trainers from the Comptroller's Help Desk.
- This stage focuses on the core configuration and staging of the Time and Attendance system; including pay codes and tables, payroll rules, system levels, group codes, accrual codes, and holidays.
- Initial build and testing of the system interfaces will be completed during this stage to allow the first employee and schedule for the City to be created.
- Payroll field mapping will also be completed during this stage. Once this stage is completed, an operational staging system will be active and ready for the testing stage.

Stage IV: Test and Accept // Verify the Construction // 2nd – 3rd Month - 40 hours

- NOVAtime will develop a detailed testing plan, including unit and user acceptance testing. This testing identifies further staging and updates as needed.
- The initial deployment group activity is included as part of this stage. These groups are selected as lower risk deployments and help the project teams refine the overall approach for further deployment groups. Once completed with these deployment groups, the project team can then update the work plan and formalize the remaining deployment schedule.
- Training continues across this stage to accommodate various user groups.

Stage V: Deploy // Rollout the Product // 3rd – 4th Month - 100 hours

- Implementation by department will include the following steps:
  - Meet with business lead and users for department to design specific department plan;
  - Ensure department pay tables are properly loaded and functional;
  - Load department personnel data / refresh from HR system;
  - Load schedule templates as needed;
  - Connect clocks to system;
  - Interface with other software utilized by department;
  - Train payroll personnel;
  - Train end-user supervisors;
  - Perform end-user self-training;
  - Parallel activity with legacy system;
  - Ongoing issue remediation;
  - Departmental and steering committee review.

Stage VI (Final Stage): Support Transition // Post Implementation Review // Ongoing - 20 hours

- NOVAtime follows a process for review of each deployment by conducting a Post Implementation Evaluation Review, or PIER report. These reports identify all lessons learned, issues, and processes that may be enhanced for future deployments. During the PIER session, updated documentation is also committed to the project library for future review.

City of Delray Beach
NOVAtime 5000 Project Plan

NOVAtime® FEEL THE POWER

Category	Item Description	Responsible Company	Responsible Person	Target Date	Date Complete	Start Time	Notes
Software Setup	Conduct Planning Session	NOVAtime	Brian Harris	8/6/2016			
Software Setup	Email NOVAtime Setup Questionnaires and sample employee import file for completion	NOVAtime	Brian Harris	8/6/2016			
Software Setup	Submit Software and Hardware order to NOVAtime for processing	NOVAtime	Brian Harris	8/12/2016			
Software Setup	Review NOVAtime System Setup and Web Questionnaires with client.	NTI/Delray	Brian Harris	8/20/2016			
Software Setup	Email completed NOVAtime Questionnaires to the NTI Technician for review.	Delray		8/20/2016			
Software Setup	Email an employee import file the initial population of employees into NOVAtime	Delray		8/30/2016			
Software Setup	Ensure server meets specifications for installation of NOVAtime 5000 system.	NOVAtime	Professional Services	8/12/2016			
Software Setup	Install NOVAtime 5000 SaaS system on Novatime server.	NOVAtime	Professional Services	8/20/2016			
Software Setup	Begin setup of the NOVAtime program based on questionnaire responses and information.	NOVAtime	Brian Harris	8/20/2016			
Software Setup	Import employee information into the NOVAtime program with submitted employee file.	NOVAtime	Brian Harris	8/26/2016			
Software Setup	Setup of NOVAtime Mobile App (if applicable)	NTI/Delray	Brian Harris	8/27/2016			
Hardware	Provide the NTI Technician with the networking, cabling and physical location information for the installation of the NT7000 Terminals	Delray		8/20/2016			
Hardware	Receive NT7000 Terminals	NOVAtime	Brian Harris	9/1/2016			
Hardware	Program the NT7000 Clock Terminals and configure within the NOVAtime 5000 system	NOVAtime	Brian Harris	9/2/2016			
Hardware	Ship the NT7000 Clock Terminals to Delray	NOVAtime	Brian Harris	9/4/2016			
Hardware	Installation of the NT7000 Clock Terminals at the proposed clock site(s)	NOVAtime	Professional Services	9/12-9/16			
Training	Determine Training Schedule for Administrators/Supervisors of the NOVAtime program.	NTI / Delray	Brian Harris	8/6/2016			
Training	Notify Administrators & Supervisors of proposed Training sessions.	Delray		8/20/2016			
Training	Train Key Users (Program Administrators, Payroll Users etc.)	NTI	Brian Harris	8/27-8/29			
Training	Determine Training content for the Supervisors Training sessions.	Delray		8/20/2016			
Training	Train Supervisors (Dept Mgr's - Timesheet/Schedule Management etc.).	NTI	Brian Harris	8/27-8/29			
Training	Provide refresher training (if applicable)	NTI	Brian Harris	9/19-9/22			
System Test	Test Punches, Timesheet Review, Reporting etc. (@2 pay period)	NTI/Delray	Brian Harris	9/26-10/16			
System Test	Test Integration with ERP for accurate formatting and coding.	NTI/Delray	Brian Harris	9/26-10/16			
System Test	Discuss, review and apply any system adjustments (as needed)	NTI/Delray	Brian Harris	9/26-10/16			
Payroll Interface	Verify the NOVAtime Payroll Bridge	NTI/Delray	Brian Harris	8/6/2016			
Payroll Interface	*Run a Test Payroll Process within NOVAtime and import into Payroll Program	NTI/Delray	Brian Harris	9/26-10/16			
Payroll Interface	First Live Payroll Processing using NOVAtime 5000 and Payroll Program	NTI/Delray	Brian Harris	10/31/2016			
System Live	Live with NOVAtime 5000	Delray		10/17/2016			
Ongoing Support	Transition to NTI Support Department for ongoing Support	NTI/Delray	ALL	11/1/2016			

Novatime Implementation Team		
Heather Somoza	Project Implementation Manager	heather.somoza@novatime.com
Jeff Caruthers	Project Trainer	jeff.caruthers@novatime.com
Kevin Nielsen	Sr. Solutions Consultant	kevin.nielsen@novatime.com
Mitchell Serna	Sr. Solutions Consultant	mitchell.serna@novatime.com

LEGEND		COMPANY	COMPANY DESCRIPTION
SETUP		Delray	City of Delray Beach
HARDWARE		NTI	Novatime Inc.
TRAINING			
PAYROLL			
TESTING			
LIVE			
SUPPORT			

Implementation Skill Sets & Resource Requirements

Each stage of the implementation will require specific skill sets and resources. The City will need payroll professionals with clear understanding of your organization's pay policies, as well as a desire to understand how the NOVAtime 5000 system's functionality addresses your pay practices. User familiarity with Microsoft products would also be beneficial, though NOVAtime will provide necessary training to ensure that the City system users are comfortable and confident using the NOVAtime 5000 platform.

Estimated staffing requirements set forth by the SurePath™ Implementation Methodology are provided below. As each project is unique, specific needs of the City's project may vary slightly. In such an event, NOVAtime will document and provide updated information prior to beginning the implementation. It is important to note that functional task groups may be moved or reprioritized based on feedback from your organization and further assessment of the project environment by NOVAtime.

Estimated requirements for the City resources (based on daily FTE):

	Stage I	Stage II	Stage III	Stage IV	Stage V	Stage VI	Estimated labor % (in active stages)
Steering Committee							5%
Executive Sponsors							5-10%
Project Manager							75-100%
Functional Core Team							25-50%
Subject Matter Experts							10-25%
Technical Team							variable

Steering Committee
- Meet periodically (recommended monthly) or at key milestones / stage completion;
- Monitor the progress of the project;
- Make decisions regarding alternative approaches & priorities;
- Resolve policy issues.

Executive Sponsors
- Focus on business strategy;
- Establish project guidelines;
- Monitor & report project performance;
- Direct policy & procedures;
- Assist in issue resolution.

Project Manager
- Act as liaisons to resolve business issues & information system strategy issues;
- Provide leadership & counsel to the Functional Core Team;
- Direct solutions to business goals;
- Coordinate & assign tasks;
- Identify & allocate resources;
- Measure performance & progress.

Functional Core Team
- Consult with SME's;
- Document all requirements;
- Document all transactions flows;
- Challenge current procedures;
- Log issues & resolutions;
- Assist in testing of interfaces & reports.

Subject Matter Experts
- Work with Functional Core Team;
- Consult with end-users;
- Work with end-users to facilitate solutions that address expectations;
- Provide information to end-users;
- Assist in testing.

Technical Team
- Manage completion of all technical project deliverables;
- Work with project manager to complete the technical requirements planning;
- Manage technical scope and resources;
- Manage hardware installation;
- Manage network setup/design;
- Manage interface requirements (external apps).

Training Program

NOVAtime understands that training provides the foundation for successful implementations and, therefore, training is leveraged heavily throughout the framework of the SurePath™ Implementation Methodology. An initial training plan template will be created during the implementation to identify user groups versus functional needs, as well as a plan for providing ongoing education services. During complex implementations, training activities typically run parallel with other task groups and stages throughout the life of the project. Current regular courses include the following. Custom training sessions may be set up if necessary.

Introduction to the Solution

The introductory sessions allow various departments and lines of business to become familiar with functionality, IT requirements, and ongoing support. This training will take place at the City's facility, in order to accommodate demonstrations, and the course supports up to 25 end-users or administrators. These sessions are scheduled based on departmental functions (e.g. IT, payroll, etc.) and are intended to provide the framework necessary to begin working with the NOVAtime project team, without "ramp-up" time for key project members.

Train the Trainer

Train the Trainer sessions usually take place across 2 days, focusing on specific functional areas for a group of users. The course is limited to 2-25 users per session, in order to maintain an ideal class size. The methodology behind the "Train the Trainer" sessions aims to create graduates with the ability to act as a resource for their own department, training new users that come on post-implementation and also helping to re-train existing users.

Web Training

These sessions are usually scheduled throughout the deployment as refresher courses. They are most often utilized near payroll parallel and testing timelines to cover tasks that are not generally completed on a daily basis, e.g. compiling payroll for processing. These sessions typically last 1-2 hours in length and participation may be limited to 25 users for ease of use in the virtual environment.

Technical Training

This annual session is held for all technical personnel who are primary users of the system. The training will provide details covering updates in the structure of the software and interface language, as well as external software and hardware updates, ensuring that users are up to date on the most current technology offered by NOVAtime. During these annual sessions NOVAtime will discuss any system changes that have occurred and changes that will be taking place in the near future, if applicable. Mini-sessions may occur during the year, via webinars, as necessary.

NOVAtime will eliminate the need for the City's staff to travel to off-site training facilities, as the Project Team welcomes and encourages the use of customer site facilities to ensure deliverables and environmental consistency. All sessions can also be delivered using a combination of on-site and web-based training, if necessary, though NOVAtime has found that training is the most efficient when conducted in person.

Following implementation, NOVAtime's business model allows NOVAtime to provide unlimited online and remote training for as long as the City is a NOVAtime client. This is especially helpful if personnel changes occur, or if the City begin to use new features and functionality in your system. In the meantime, NOVAtime's "Train the Trainer" approach creates a network of knowledgeable individuals within your organization able to help other employees with day-to-day tasks and functionality of the system.

Additionally, NOVAtime provides a full range of documentation, including system manuals, quick reference guides, installation procedures, and a complete online resource library. Once the implementation is complete, the City's staff will be directed to the NOVAtime Support Department, which will provide ongoing support and education for your organization's use.

Software Maintenance and Support Program

NOVAtime believes that the upkeep of the NOVAtime 5000 system is a top priority and should not be a drain on any client's budget. Therefore, NOVAtime's "Software for Life" business model offers unlimited application upgrades, support, and maintenance services at no additional charge, included in the optional Annual Software Maintenance Agreement.

NOVAtime's commitment to the City includes the following key features and value-added benefits:
- Dedicated customer support technician;
- Guaranteed 30-minute response time;
- Unlimited application support;
- Unlimited training—web-based or pre-recorded;
- Unlimited pay rules and modifications to pay rules;
- System updates and upgrades.

Dedicated Customer Support Technician
The City will be assigned a dedicated support technician who will be available for assistance post-implementation. This allows for the most efficient and consistent services, as the support technician will remain familiar with the most current information about your organization's system. All NOVAtime support members are Certified Engineers through NOVAtime University, a structured exam curriculum that focuses on expertise in implementing and supporting the NOVAtime product line, so you can be confident that the City will receive the highest quality of support.

Guaranteed 30-Minute Response Time
The standard Premium Support program guarantees a response time of 30 minutes or less during normal weekday business hours. NOVAtime believes that the system's uptime, availability, and reliability are key components of a complete workforce management solution. Therefore, NOVAtime emphasizes quick and thorough resolution of any issues or questions that may arise. Some situations and circumstances may call for a longer resolution time once a response is provided; however, NOVAtime ensures that any issue will be identified in the shortest timeframe possible, minimizing any delay in service or customer satisfaction.

Unlimited Application Support
NOVAtime does _not_ charge per call, per incident, or per minute of support use. The City's support technician will be available to assist you with any issues, questions, or training reviews by phone (toll-free), email, or instant messaging (IM). All support of the NOVAtime software will be the responsibility of NOVAtime. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified NOVAtime technician, and a direct employee of NOVAtime.

Unlimited Training
Following implementation, NOVAtime will provide unlimited online and remote training for as long as the City is a NOVAtime client. This is particularly helpful when personnel changes occur or users begin using new features and functionality of the system. Online training material can also be delivered through pre-recorded video demonstrations, guide documents, and the searchable web-based help system.

Unlimited Pay Rules & Modifications
As the City grows and changes, NOVAtime will be committed to helping your organization adjust. Your support technician will be available to assist you any time your organization requires adjustments to pay rules, and there is no limit to the amount of pay rule changes that may be applied.

System Updates & Upgrades

NOVAtime is committed to ongoing product development to ensure the longevity of the solution within any company. Typically, 2 major releases and 20-40 minor releases are developed each year. All customizations and rule configurations are maintained between version releases, so the City will never be required to retrofit custom settings. Additionally, the NOVAtime product philosophy focuses on integrating all custom functionality into the core product lines as major releases occur. This ensures that all customers maintain a single support/product roadmap and avoid being locked into varying product strategies that demand an increase in support requirements.

- *Hosted System Updates – for NOVAtime 5000 SaaS (hosted through the Cloud)*
  For NOVAtime 5000 SaaS, system updates are applied to the hosted database on a regular basis and will be automatically available, without requiring any labor or effort of the City's IT department. Most updates are accomplished via "live update," meaning clients still have access to the system, without experiencing downtime. There is a scheduled system maintenance/update that occurs on the first Saturday of each month, lasting only a few hours, during which clients will not have access to the system. However, employees may continue to punch in and out from their clocks during this update, and once the system is available, punches will be automatically updated to the system.

- *Licensed System Upgrades – for NOVAtime 5000 STAR (on-premise on client servers)*
  For NOVAtime 5000 STAR, updates are released quarterly and are referred to as "upgrades." An upgrade document will be provided to the City's IT department to apply the changes, and the Professional Services team will assist with the upgrade at no charge. For licensed upgrades, the City will simply need to run the installation program and/or apply a few patch files to corresponding folders, and then reconnect the database.

  It is important to note that NOVAtime will never discontinue or "sunset" a prior version of the software or the technical support for that version. Therefore, should the City choose to utilize NOVAtime 5000 STAR, you will never be forced to upgrade the system due to the current version no longer being supported. This gives you the option to retain any version and upgrade at any time.

Hardware Maintenance Program

The maintenance and upkeep of your NOVAtime hardware is also one of NOVAtime's priorities post-implementation. NOVAtime provides a 90-day warranty period and an Annual Hardware Maintenance Agreement that the City can subscribe to for as many years as you are a NOVAtime client.

The 90-day warranty period warrants that all NOVAtime software and hardware products shall be free from defects in materials and workmanship. NOVAtime will provide all services, labor, and parts necessary to repair or replace any hardware found to be defective (excluding batteries, bar code wands, bell relays, power supplies, and distribution boxes), at no charge. Upon expiration of the warranty period, the following hardware maintenance agreement is available on an annual basis for continued maintenance and support.

- **Gold Annual Maintenance Agreement** *("overnight replacement")*
  This plan provides replacement equipment that will permanently take the place of a malfunctioning clock. The Gold AMA will ensure that you receive no additional costs for replacement of your hardware, reducing the total cost of ownership. NOVAtime will ship the replacement clock(s) within 24 hours of Support's confirmation of the malfunctioning hardware, and overnight shipping will be at no cost to you. Upon receiving the replacement equipment, the customer will simply ship the malfunctioning hardware to NOVAtime headquarters in Diamond Bar, California, where the devices will be inspected and repaired. The cost of shipments to NOVAtime, made by the customer, is not covered by the Gold AMA.

**Hardware repair is provided at no charge, *given that the malfunction is inherent within the device*. If the malfunction is caused by misuse or physical damage to the clock (such as dropping the device), a repair fee will be applied.

	Gold AMA	
Replacement Clock	✓	Includes permanent replacement clock
Free Shipping	✓	Includes overnight shipping to the customer (shipments to NOVAtime are not included)
Free Repair	✓	Includes free repair of malfunctions*
Return of Original Clock to Customer		Not necessary (the customer will keep the replacement clock)

*a malfunction is considered an inherent issue with the hardware. Any repairs to issues caused by misuse or physical damage will require a repair fee.

F. Functional Requirements

Describe the functionality of the proposed Solution software as it relates to the items listed below. Note: Proposers who are invited to interviews and presentations with the City will be required to provide a full, live demonstration of the functionality of the proposed solution, including these areas of functionality, which will be considered in the evaluation of Proposals.

i.   *Ability to retrieve real time information*

The entire NOVAtime 5000 system operates in real-time, providing the City with the most up-to-date and accurate information available. Whether the City's users and employees are inputting time through a time clock or making changes via a web browser, the system automatically updates this information to a central database that is available to the City at all locations in real-time.

ii.   *User friendly functions*

NOVAtime 5000 is intuitive and easy to learn and use at any user level. It is a consumer off-the-shelf (COTS) software solution and does not rely on custom code and stored procedures. Our system's flexible calculation engine provides endless configuration options for the end-user, ranging from personal look and feel, all the way to complex pay rule interpretations. All options are provided through an easy-to-use interface that requires no programming knowledge, and all screens are supported through the online help system.

iii.   *Loading of data from the existing system*

NOVAtime 5000 provides the ability to import data from the City's existing system via a flat file or through the use of NOVAtime Enterprise Web Services (NEWS). NEWS is a secured middleware service that provides the interface platform between NOVAtime 5000 and third party applications. Since NOVAtime 5000 is a completely Microsoft-based .NET framework, the system is capable of interfacing with any MS product. In fact, with our built-in mapping and interface builder, NOVAtime 5000 can integrate with virtually any system.

When used for HR/payroll/ERP integration, NEWS allows the import and export of data into multiple systems. The platform uses standardized XML/SOAP formats through bi-directional synchronization, eliminating the need for redundant/duplicate data entry and creating a seamless interface that operates in real time—as employees are added or updated in one application, they are automatically added or updated within the NOVAtime system.

iv.   *Upgrades and patching*

NOVAtime is committed to ongoing product development to ensure the longevity of the solution within any company. Typically, 2 major releases and 20-40 minor releases are developed each year. All customizations and rule configurations are maintained between version releases, so the City will never be required to retrofit custom settings. Additionally, the NOVAtime product philosophy focuses on integrating all custom functionality into the core product lines as major releases occur. This ensures that all customers maintain a single support/product roadmap and avoid being locked into varying product strategies that demand an increase in support requirements.

For NOVAtime 5000 SaaS our hosted solution, system updates are applied to the hosted database on a regular basis and will be automatically available, without requiring any labor or effort of the City's IT department. Most updates are accomplished via "live update," meaning clients still have access to the system, without experiencing downtime. There is a scheduled system maintenance/update that occurs on the first Saturday of each month, lasting only a few hours, during which clients will not have access to the system. However, employees may continue to punch in and out from their clocks during this update, and once the system is available, punches will be automatically updated to the system.

For NOVAtime 5000 STAR, NOVAtime's licensed product hosted on the City's servers, updates are released quarterly and are referred to as "upgrades." An upgrade document will be provided to the City's IT department to apply the changes, and the Professional Services team will assist with the upgrade at no charge. For licensed upgrades, the City will simply need to run the installation program and/or apply a few patch files to corresponding folders, and then reconnect the database.

It is important to note that NOVAtime will never discontinue or "sunset" a prior version of the software or the technical support for that version. Therefore, should the City choose to utilize NOVAtime 5000 STAR, you will never be forced to upgrade the system due to the current version no longer being supported. This gives you the option to retain any version and upgrade at any time.

v. *Creation of custom or ad hoc reports*

NOVAtime 5000 includes an internal report generator that comes with over 100 report templates defined by business need and can be configured to the City's specific needs. NOVAtime's powerful report generator allows system users to select report output (PDF, Excel, Rich text, HTML, or CSV file), apply various filters, select report column selection/order (content), and utilize dynamic report sorting. Reports can be published or used by all system users, selected system users, or just the report publisher. Reports can also be automatically e-mailed to selected system users and an external report writing tool can be used in cases of direct database access. Reports can be scheduled to run at defined intervals or on demand. A list of the main report sections is provided below.

- Time and Attendance
- Pay Matrix Distribution
- Management
- Human Resources
- Labor Costing
- Schedule
- Expense
- Accrual
- System Audit Trail
- Configuration
- Payroll
- Point System
- Access

vi. *Service administration*

Pay rules are parameter driven and easy to setup, change, and track. NOVAtime 5000 tracks up to 20 labor levels, with an unlimited amount of values in each level, and also tracks an unlimited amount of transfers between the labor levels. The system offers unlimited tracking of job and work assignments and will easily report on these hours while transferring them to the appropriate accounts. The project tracking module has an unlimited amount of codes that can be assigned to employee hours or pay rules, and codes can be defined by job, department, cost center, and even a specific employee. Rules Setup is used to configure various rules that affect how employee time is calculated:

- Shift rules: including scheduled start/end, meals, breaks, and premium parameters
- Policy rules: pay-period definitions, overtime, punch-rounding rules, etc.
- Holiday rules: paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked
- Accrual rules: vacation and paid sick benefit hours
- Pay matrix rules: allows for complex shift differential and premium rules
- Point system rules: automation of attendance policies

Administrators typically also control access settings. NOVAtime 5000 features role-based security access groups that supervisors and employees can be assigned to by the system administrator through Administrator Web Services (AWS). Access groups contain security rules that define which modules, pages, and other system features and functionality can be accessed and utilized by a particular group of system users or employees. This can restrict or permit the viewing and editing of certain pages in the system, as well as the type of access that is provided to the users, such as read-and-write or read-only access. NOVAtime 5000 supports separate user interface and screen layouts for each user group, and every component of the solution can be granted or disabled, based on the employees' roles. The system includes 3 default user groups—Employee Access, Supervisor Access, and Administrator Access—but administrators can configure security levels and settings based on the City's needs, including security at the individual user level.

vii.   Time clocks

NOVAtime 5000 supports various methods of data collection, and NOVAtime offers the greatest number of options of any provider in the industry. All NOVAtime devices utilize push technology and operate in real time, meaning accurate and up-to-date information is pushed directly to system users, immediately upon entry. The available data collection methods include the following:

- Punch/Kiosk time clocks (available with PoE)
    - Biometric kiosk (fingerprint or hand geometry)
    - Number key-in
    - Proximity badge
    - Magnetic stripe / Bar code scan
    - Badge / ID card swipe
- PC workstation with web browser
- Telephone IVR System
- Mobile access
    - Portable punch/kiosk time clock
    - Wireless PDA
    - Mobile App for smartphones (iPhone and Android)
    - Mobile App for tablets (iPad and Android)

Please see the **Data Collection Hardware Options** section on the follow pages for further details about each device.

viii.   Integration with tablets, mobile devices, email, VoIP telephones, desktop PCs, and POS devices

NOVAtime 5000 is a web-based system that utilizes a standard web browser (i.e. Internet Explorer, Google Chrome, Mozilla Firefox, Safari). We also offer native mobile apps for Apple iOS (iPhone, iPad) and Android smartphones and tablets, a telephone IVR system, and time clock terminals. Furthermore, the system is optimized to a user-friendly experience on mobile and desktop devices.

NOVAtime 5000 is able to generate email alerts and notifications to emails for such instances as timesheet approvals and leave requests.

Data Collection Hardware Options

NOVAtime 5000 supports various methods of data collection, and NOVAtime offers the greatest number of options of any provider in the industry. All NOVAtime devices utilize push technology and operate in real time, meaning accurate and up-to-date information is pushed directly to system users, immediately upon entry.

The available data collection methods include the following:

- **Punch/Kiosk time clocks (available with PoE)**
  - Biometric kiosk (fingerprint or hand geometry)
  - Number key-in
  - Proximity badge
  - Magnetic stripe / Bar code scan
  - Badge / ID card swipe
- **PC workstation with web browser**
- **Telephone IVR System**
- **Mobile access**
  - Portable punch/kiosk time clock
  - Wireless PDA
  - Mobile App for smartphones (iPhone and Android)
  - Mobile App for tablets (iPad and Android)

Web Punch

Hand Reader

USB Fingerprint Reader

iPhone® / iPad® Mobile App

Lumidigm Fingerprint Smart Clock

Android™ Smartphone / Tablet Mobile App

Touchscreen Lumidigm Fingerprint Smart Clock

Mobile Time Clock

Bluetooth Barcode Scanner

Telephone

NT7000 Touchscreen Smart Time Clock/Kiosk

ID options include bar code badge, mag stripe badge, proximity badge, key-in, or biometric fingerprint verification. If a badge method is used, device can be configured to allow entry of SSN when badge is lost or forgotten. Employee can punch in/out, transfer using up to 8 user-defined levels (department, project, locations, etc.), review/submit timesheets, review accrual balances, request time off, review schedules, and more. The terminal can also be used for access control.

NT7000Lite Touchscreen Smart Time Clock/Kiosk

ID options include proximity badge or biometric fingerprint verification. Employee can punch in/out, transfer using up to 8 user-defined levels (department, project, locations, etc.), review timesheets, review accrual balances, access schedules, input sick/vacation/PTO, and more. The terminal can also be used for access control.

NT65M Mobile Clock with Barcode Scanner

Compatible with barcode badges, the NT65M is a portable solution with Wi-Fi and Wireless WAN capabilities and a rugged design. Using the NT65M, employees can punch in and out, perform transfers, submit time-off requests, input leave hours, and input tips. Supervisors can view employee timesheets, view employee work schedules, access employee accrual information, and access employee performance tracking data.

GT400P Hand Punch/Kiosk Time Clock

ID options include key-in + hand. The GT400P offers self-service functions to employees with no access to desktop computers, or for those who are not located near an HR office. This device is a fully functional time clock with KIOSK capability to increase convenience for your employees. It is an ideal standalone workforce management self-service solution.

Web Browser

NOVAtime 5000 can be accessed through the use of a PC with a standard web browser and internet connectivity. No software is required to be installed on the workstation, other than the web browser, i.e. Internet Explorer, Mozilla Firefox, Google Chrome, and Safari. This significantly reduces implementation costs and the total, overall cost of ownership. Self-service functionality is provided as a standard feature of the system, and these functions can be easily enabled and disabled.

PC equipment depicted is not a product of NOVAtime.

Native Mobile Applications

Employees can punch In/out and perform kiosk functions through Android or Apple smartphones and tablets. NOVAtime has scheduled a future release for a mobile application on Windows Mobile.

NOVAtime IVR Phone-In System

NOVAtime 5000 can be accessed through any telephone or cellular phone. Employees can punch in/out, perform transfers, review their schedules, review voice messages recorded by their manager, and alert the system if they will be tardy or absent (with a reason code selection).

Telephone depicted is not a product of NOVAtime.

NOVAtouch II – Biometric Web Services Verification

The NOVAtouch II can be used in conjunction with PC access. Web service can be configured to require system users to identify themselves using their fingerprint before gaining access to the application.

G. On-Going Support/Maintenance

i. Include a copy of Proposers Service Level Agreement (SLA)

Please see the **NOVAtime SaaS Service Level Agreement** included in this Section G. On-Going Support/Maintenance.

ii. Include a copy of the proposed software manufacturer's contract if required to be incorporated into Exhibit B, Sample Agreement, for software license and/or maintenance and support

Please see the **NOVAtime 5000 STAR (Customer Hosted) Contract** and **NOVAtime 5000 SaaS (Vendor Hosted) Contract** included in this Section G. On-Going Support/Maintenance. Note that these are sample contracts and terms are negotiable.

iii. Include a copy of the proposed hardware manufacturer's contract if required to be to be incorporated into Exhibit B, Sample Agreement, for maintenance and support

Please see the **NOVAtime 5000 STAR (Customer Hosted) Contract** and **NOVAtime 5000 SaaS (Vendor Hosted) Contract** included in this Section G. On-Going Support/Maintenance. Note that these are sample contracts and terms are negotiable.

iv. Detail Proposer's response times and resolution times

Please see the **Service Level Agreement** included in this Section G. On-Going Support/Maintenance.

v. Detail the support hours and the location(s) from which support will be provided

NOVAtime Support is located at NOVAtime headquarters in Diamond Bar, California (Los Angeles County). Due to the web-based nature of the NOVAtime 5000 system, global support and assistance is seamless with our standard support practices.

All support of the NOVAtime software will be the responsibility of NOVAtime. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified NOVAtime technician, and a direct employee of NOVAtime.

vi. Describe the on-going post implementation support

NOVAtime's Premium Support is our standard program included in your maintenance agreement and provides our customers with unlimited support (by phone, e-mail, or IM), a dedicated support representative, and a guaranteed response time of 30 minutes during normal business hours on weekdays. All support of the NOVAtime software will be the responsibility of NOVAtime. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified NOVAtime technician, and a direct employee of NOVAtime.

NOVAtime believes that the maintenance and support of your organization's NOVAtime 5000 system should not be a drain on your annual budget. Our "Software for Life" business model provides unlimited web-based training and support, included in the annual maintenance agreement, at no additional charge.

NOVAtime SaaS Service Level Agreement

NOVAtime SaaS
Service Level Agreement

Updated August 2015

Table of Contents

1.1 NOVAtime Support Process Standard

1.2 Process Goals

All support issues are treated professionally by NOVAtime's designated support specialists. The goals of the support ticket process are as follows:
- Deliver the solution to the customer in a timely manner.
- Meet overall customer satisfaction.
- Provide an excellent communication experience.

1.3 Purpose

The following process is used as a guideline to manage all support tickets. NOVAtime uses a Customer Resource Management (CRM) system to manage all customer support requests and allow customers to submit their own support tickets online. For this reason, NOVAtime places high importance on the continuous and consistent promotion of priority definition to customers.

1.4 Support Specialists

A Support Specialist will oversee each support ticket, from creation to completion. He/She will be responsible for updating the ticket status in the CRM, as well as coordinating with the team to make sure the issue is resolved and the customer is satisfied with the results.

2.1 Support Ticket Procedure

2.2 Summary

Support priority definitions are based on the impact that the issue has on the customer's business. The customer shall provide details regarding the estimated impact so that the request can be prioritized accordingly. Please note that priority level designated by the customer may differ from the level assigned by NOVAtime after review of the issue.

2.3 Priority Level Definitions

Below is a list of standard priority definitions that NOVAtime uses to classify technical support issues.

- **Priority 1 (Severe) –** (1) Payroll issues that prevent the system from processing payroll, or (2) a catastrophic production problem that may severely impact the customer's production systems. This can entail a problem in which the customer's production systems are down/not functioning, or a loss of production data with no existing workaround procedure.

- **Priority 2 (Critical)** – A problem in which the system is functioning in a severely reduced capacity. This issue may have a significant impact on portions of the customer's business operations and productivity, and the system is exposed to potential loss or interruption of service.

- **Priority 3 (High)** – A medium or low impact problem that involves partial non-critical loss of functionality. This entails a problem that impairs some operations, but still allows the system to continue functioning. This may include minor issues with limited to no loss of functionality, or an impact on the customer's operation. This is generally an issue that could be easily circumvented by the end user.

- **Priority 4 (Moderate)** – General usage questions. No impact on quality, performance, or functionality of the system.

- **Priority 5 (Enhancement)** – A request for system modification or feature enhancement.

3.0 Target Support Ticket and Resolution Times

All calls and requests will be responded to within 30 minutes, if not immediately. Support tickets and resolution times will proceed as follows. Please note that the table below shows *maximum* target timeframes. NOVAtime will have all issues resolved in the fastest time period possible.

Priority Level	Support Ticket	Target Resolution Time
Priority 1 (Severe)	24 hours	next update release*
Priority 2 (Critical)	48 hours	2nd update release*
Priority 3 (High)	1 week	3rd update release*
Priority 4 (Moderate)	1 business day	ASAP
Priority 5 (Enhancement)	TBD	TBD

*NOVAtime SaaS product updates are released on the 1st Saturday of every month. A release qualifies for the next update if the ticket was created at least 1 month prior to that release.

4.1 Escalation Procedure

4.2 Summary

NOVAtime's escalation procedure is utilized when a Priority 1 production issue occurs. The process begins when an issue is recognized and a notification is sent out. The source of recognition could be from a customer report or monitoring tools that are set up to alert the NOVAtime team through email or text message. The type of escalation depends on the severity of the issue. Less severe issues can typically be resolved by the on-call engineers (IT and / or RD) without broadcasting a "SEV" alert to others. The on-call manager will simply send an email to the remainder of the team to notify them that the issue occurred and has been resolved.

4.3 Severity Level Definitions

All severity levels apply to any NOVAtime SaaS environment, including production, demo, and training. It is recommended to overestimate the severity level, in order to account for uncertainty during initial assessment.

- **Severity Level 1 (SEV1)** – An issue in which the system performance is down, unavailable, or seriously degraded across the board for all *major* client(s) or an undetermined number of clients. Examples:
    - Any major component is down (e.g. Payroll, Reports, Punching, Calculation)
    - Major network problems (e.g. connectivity, configuration, IP resolution)
    - A major system component is down (e.g. front/ backend failure of CPU, memory, hard disk, adapters, etc.)

- **Severity Level 2 (SEV2)** – An issue in which one or a few (less than 10) instances of performance are down, unavailable, or noticeably degraded. Examples:
    - A client-level configuration is not set up properly (e.g. modules not enabled)
    - Regional or localized network problems.

- **Severity Level 3 (SEV3)** – An issue in which a single client's system is available, but has a sub component that is unavailable or degraded. Examples:
    - Sub component problem (e.g. clock communication, report error, import error, etc.)
    - Isolated network problems

If the issue is SEV1, the group who recognized the issue will send an email to the SEV1 email distribution list. This will send text messages to key individuals throughout the organization. Within 10 minutes of receiving the message (15 minutes if between 11pm-9am), all hands will dial into the designated emergency phone line and the on-call manager will lead the resolution.

If the issue is SEV2 or SEV3, the group who recognized the issue will gather information about the issue and notify the manager and support manager. The support manager or a support specialist will coordinate the work with other team members when necessary. If the issue cannot be resolved within the target resolution window of that severity, the issue will be escalated to the next severity level

5.0 Target Escalation Resolution Times

SEV1 – The _on-call manager_ who is overseeing the incident shall send out status updates to _all SaaS customers_, as well as the SEV1 email distribution list. Updates will be sent _every hour_ or upon reaching each major milestone, as well as when the incident is resolved.

SEV2 – The _support manager/specialist_ working on the incident shall send out status updates to _all affected customers_, as well as the NOVAtime team members involved, _every hour_ or upon reaching each major milestone, as well as when the incident is resolved.

SEV3 – The _support manager/specialist_ working on the incident shall send out status updates to _all affected customers_, as well as the NOVAtime team members involved, _every two hours_ or upon reaching major milestones, as well as when the incident is resolved.

Severity Level	Target Resolution Time
SEV1	Within 4 hours of notification
SEV2	Within 8 hours of notification
SEV3	Within 24 hours of notification

NOVAtime
Product Purchase and Software License Agreement

Customer Information		Shipping Information	
Company:		**Company:**	
Address:		**Address:**	
Contact:		**Contact:**	
Phone:		**Phone:**	
Fax:		**Fax:**	

Qty	Part#	Description	Unit Price	Amount

A. Customer agrees to license the above software (the "Software") and to purchase the above associated hardware (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 purchases and/or licenses of the Products, support and maintenance for the Products, and training in the use and operation of the Products are governed by the NOVATIME, Terms & Conditions attached hereto.

C. Customer agrees that this Quote is valid through 04/30/2010

Sub Total	
Shipping & Handling	
Sales Tax	
Total Purchase Price	
Initial Installment	
Purchase Price Balance	

Customer acknowledges and agrees that this Agreement shall not be binding on NOVAtime Technology, Inc. ("NOVAtime") until signed by NOVAtime and delivered to Customer. This Agreement is the entire understanding of the parties with respect to the purchase of the Products and shall govern in the event any inconsistent terms and conditions as set forth in any Customer purchase order, confirmation, or memorandum, unless NOVAtime signs such document.

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

CUSTOMER: _____
By: _____
Name: _____
Title: _____
Date: _____

Terms & Conditions

1. Corporate Approval. All orders are subject to the approval of the NOVAtime Technology Inc. ("NOVAtime") Corporate Office in California and are non-cancelable and non-refundable.
2. Terms of Payment.
    a. Fifty percent (50%) of the Purchase Price shall be paid at the time Customer signs this Agreement. Twenty-five percent (25%) of the Purchase Price shall be due within 30 days of the Products shipping date. The remaining twenty-five percent (25%) balance will be due within 30 days after installation of the Products. In any event, the full Purchase Price must be paid no later than 90 days from the date of this Agreement.
    b. Upon completion of the project and all active employees are on the system, the usage invoices will be changed to all employees in an Active status and it will be the customer's responsibility to maintain active versus inactive status, either through integration with their HR/Payroll system or by manually controlling within the NOVAtime application.
3. Title and Delivery.
    a. All products will be delivered by NOVAtime F.O.B. shipping point.
    b. NOVAtime agrees to use commercially reasonable efforts to fill orders placed by Customer in accordance with the requested delivery schedule for such Products.
    c. NOVAtime shall have no liability for delays in delivery due to causes beyond its control.
4. Restrictions on Use of Product. Customer agrees that it will not change, modify, alter, or enhance the Products and shall not reverse engineer or decompile the object code of the software.
5. Restocking Fee. If any portion or all of the entire Product order is returned to NOVAtime with or without the consent of NOVAtime, Customer agrees to pay a restocking fee equal to twenty percent (20%) of the Purchase Price of such Products.
6. Software Set-Up Charges. NOVAtime shall provide software set-up in connection with the Products, at designated Customer's site(s). These software set-up services are included within the SurePath Implementation, Project Management, Training, & Setup as listed on page one (1) of this agreement.
7. Warranty. NOVAtime warrants that all NOVAtime software products shall be free from defects in materials and workmanship for a period of 90 days from the date of installation and all hardware products shall be free of defects for a period of 90 days from date of purchase (the "Warranty Period"). This warranty is extended to the original Customer only and is subject to all the conditions and limitations set forth below:
    a. Any part or parts found to be defective (except as specifically excluded below) shall be replaced or repaired by NOVAtime, without charge to the Customer for parts or labor, provided that the Product has been used in accordance with the NOVAtime manual and has not been subject to abuse or tampering. NOVAtime shall pay for the shipment of the hardware from NOVAtime if the defect is covered by warranty; otherwise Customer shall pay shipment and repair costs. Customer is responsible for all shipment costs from Customer to NOVAtime.
    b. Only NOVAtime may make repairs or replacements under this warranty and will be made only after NOVAtime is notified of the problem and determines that the problem 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, NOVAtime shall refund to Customer the Purchase Price paid by Customer for such defective Product.
    d. THE REMEDIES OF REPAIR, REPLACEMENT OR REFUND SET FORTH HEREIN SHALL BE CUSTOMER'S EXCLUSIVE REMEDIES IN THE EVENT OF A BREACH OF THIS WARRANTY.
    The above Warranty shall not apply to any Products or parts thereof in the event of:
    a. 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 NOVAtime components on any boards supplied with the Products or any use that is inconsistent with any user documentation);
    b. Failure of the Customer to provide and maintain a suitable installation environment for the Products;
    c. Malfunctions resulting from the use of supplies with the Product not approved by NOVAtime; or
    d. Any defect not communicated in writing to NOVAtime 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 Products shall be or deemed to be a warranty or representation by NOVAtime for any purpose or impose any liability or obligation of NOVAtime 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. Said items are provided by NOVAtime to Customer "AS IS" without any condition or warranty.
8. Limitation on Liability. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MADE OR AUTHORIZED TO BE MADE REGARDING THE PRODUCTS FURNISHED HEREUNDER. NOVATIME DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NOVATIME OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S USE OF OR INABILITY TO USE, ANY PRODUCTS OR SERVICES PROVIDED FOR IN THIS AGREEMENT, EVEN IF NOVATIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARISE IN AN ACTION AT LAW OR IN EQUITY, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, BREACH OF UCC PROVISIONS, NEGLIGENCE OR INTENTIONAL TORT. FURTHER, NOVATIME SHALL NOT BE LIABLE FOR CUSTOMER'S LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF SAVINGS, OR FOR EXEMPLARY DAMAGES. IN ADDITION, NOVATIME SHALL NOT BE RESPONSIBLE FOR ANY OBSOLESCENCE OF THE PRODUCTS OR THE SOURCE CODE OF THE SOFTWARE THAT MAY RESULT FROM CHANGES IN CUSTOMER'S REQUIREMENTS OR FEDERAL, STATE OR LOCAL LAW. CUSTOMER'S SOLE REMEDY FOR LIABILITY OF ANY KIND INCLUDING NEGLIGENCE AND BREACH OF THIS AGREEMENT IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT AND THE NOVATIME PRODUCTS, ITEMS

OR SERVICES SOLD HEREUNDER, SHALL BE LIMITED TO THE REMEDIES PROVIDED IN PARAGRAPH 7 ABOVE.

9. <u>Contract Term and Termination.</u>
    a. This Agreement is valid for the term set forth in the Ordering Document and/or Scope of Work and shall commence upon the date of enablement of the Annual Support/Maintenance (as identified by NOVAtime's first invoice after execution of such Ordering Document and/or Scope of Work), or as otherwise set forth in such Ordering Document and/or Scope of Work, and shall continue for the period of time set forth in such Ordering Document and/or Scope of Work.
    b. In the event of any material breach of the Agreement by either party, the non-breaching party shall have the right to terminate the applicable Ordering Document and/or Scope of Work for cause if such breach has not been cured within thirty (30) days of written notice from the non-breaching party specifying the breach in detail. If NTI terminates the Ordering Document and/or Scope of Work under this Section, you must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for services received or to be received under the Ordering Document and/or Scope of Work plus related taxes and expenses.
    c. If Customer terminates the Ordering Document and/or Scope of Work for any reason other than NOVAtime's breach, you must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for services received or to be received under the Ordering Document and/or Scope of Work plus related taxes and expenses.

<h3 style="text-align:center">Article II – Software License</h3>

1. <u>Software License.</u> In consideration of the payment of the Purchase Price, NOVAtime hereby grants to Customer a nonexclusive, nontransferable limited license to use the Software (the "License"). If the Software purchased hereunder is embedded in the Hardware, or designed for installation on a central processing unit, Customer may not use such Software in connection with more than the number of employees set forth by NOVAtime on page 1 of this Agreement. If the Software is designed for installation on individual computers, the Software may not be installed on more than the number of computers set forth by NOVAtime on page 1 of this Agreement. Customer acknowledges such Software may not be used in connection with a greater number of employees or on a greater number of computers without first paying additional fees at NOVAtime's then current rates.

2. <u>Prohibited Acts and Uses.</u> Customer may not use the Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized herein. Specifically, without limitation, Customer may not copy, export, publish, disclose to third parties, change, modify, alter, or enhance the Software or the source code therefore, and may not reverse engineer or decompile the binary code for the Software. Also, Customer may not copy any written materials (e.g., user documentation) provided with the Software without the prior approval of NOVAtime. In addition, Customer may not sell, donate, transfer, assign, sublicense or distribute the Software, or any trade secrets embodied therein, or any derivations or adaptations thereof. In the event any Software purchased hereunder is separate from the Hardware, Customer agrees that it will not use such Software to process data for third parties or in a service bureau environment.

3. <u>Additional Restrictions Relating to Third Party Software.</u> Except as expressly permitted by this License, Customer may not modify or translate any third party software contained in, or associated with, the Products, except as necessary to configure the third party software using the menus, options and tools provided for such purposes and contained in the third party software. Further, the prohibited acts and uses set forth in paragraph 2 above apply to Customer's use of the third party software.

4. <u>Proprietary Protection of Software.</u> Customer acknowledges that NOVAtime is the sole and exclusive owner of all right, title, and interest in and to the NOVAtime Software, the source code for the NOVAtime Software, and any NOVAtime user documentation. Customer acknowledges that the third party developers are the sole and exclusive owners of all right, title, and interest in and to the third party software, the source code for the third party software, and any third party user documentation.

5. <u>Other.</u>
    a. If Customer violates Article II, NOVAtime, at its discretion, may automatically and immediately terminate Customer's license.
    b. The Software (and any copies) is protected by United States copyright and patent laws and international treaty provisions.
    c. The parties hereto disclaim the application to this License of the United Nations 1980 Convention on Contracts for the International Sale of Goods.
    d. During the term of this License and for 3 years after termination of the License, Customer shall maintain complete records regarding Customer's use of the Software. Upon reasonable notice to Customer, NOVAtime and/or a third party developer may audit, at NOVAtime's or the third party developer's expense (as applicable), Customer's books and records to determine Customer's compliance hereunder. Third party developers and their suppliers are third party beneficiaries to this License in connection with Customer's use of third party software. This License is therefore enforceable by third party developers and their suppliers, in addition to NOVAtime.
    e. Customer shall comply with all laws and regulations applicable to the Software, including export, reexport and foreign policy controls and restrictions, and shall take all necessary actions and precautions to ensure that Customer does not contravene such laws or regulations.

Article III– Software Support

1. Services Provided by NOVAtime. Provided that Customer has paid the required fee for Software support, NOVAtime shall provide the following support services in connection with all Software components of the Products purchased hereunder for a period of 1 year following the Warranty Period:
    a. Unlimited telephone support for Operators and the Corporate System Administrator of Customer is provided through our Premium Support option 24 hours a day, 7 days a week.
    b. On-line support during normal business hours (Customer is required to have Internet Access).
    c. Provision to Customer at no additional charge of all Software updates and new versions applicable to the installed modules.
2. Customer Obligation. Customer agrees to provide to NOVAtime direct access to the NOVAtime database and related application(s) upon notification from NOVAtime that such access is necessary. Customer also agrees to provide server and operating environment that meet or exceed NOVAtime's minimum required operating configuration(s).
3. Limitation on Support Obligation. This Article III shall not cover, and NOVAtime's support obligations shall not apply to, problems resulting from:
    a. Fire, flood, or other catastrophe, accident, neglect, misuse or negligence;
    b. Modification of the Product(s) by Customer or any third party;
    c. Computer hardware failure;
    d. Custom software modifications; or
    e. Any problem for which a Customer has not paid the Software support fee prior to the occurrence of such problem.
4. Renewal Option. NOVAtime shall continue to provide the Software support services described in this Article III and Customer shall pay for such services at the rate and time duration as listed on Page 1 of this Agreement for the Products being supported, for successive 1 year periods, unless Customer notifies NOVAtime in writing more than 30 days prior to the end of the last year of software support (or of each succeeding anniversary date thereafter) that Customer does not wish for NOVAtime to continue providing such services.
5. Refund. The Software Support Agreement is non-cancelable and non-refundable. Customer is responsible for all Software Support Agreement fees for the entire contract term.

Article IV – Hardware Maintenance

1. Services Provided by NOVAtime. Provided that Customer has paid the fee for hardware maintenance services and depending on the plan selected by Customer (i.e., "Gold AMA" or "Bronze AMA"), NOVAtime shall provide to Customer the services described in this Article IV, at no additional cost to Customer, in connection with all Hardware components of the Products purchased hereunder for a period of 1 year following the Warranty Period. Upon notification by Customer of any failure of a Hardware component of a Product during the 1 year period following the expiration of the Warranty Period, NOVAtime will repair or replace such Hardware in accordance with the procedure set forth herein. Upon such notification, NOVAtime shall issue return authorization to Customer, if required. NOVAtime will provide all parts necessary to repair the Hardware (excluding batteries, bar code wands, bell relays, power supplies, or distribution boxes), as well as the services and labor, at no charge to Customer. Customer shall ship, at its own expense, the Hardware to be repaired to: NOVAtime Technology, Inc. 1440 Bridgegate Drive, Suite 300, Diamond Bar, CA 91765.
2. Replacement/Loaner Equipment. A Customer who is a "Gold Plan" participant will have replacement or loaner equipment that is configured for Customer's installation ("Loaner Equipment") shipped to Customer within 1 day of Customer's notification (if received by NOVAtime prior to 1:00 Pacific Time) pursuant to paragraph 1 above for Customer's use during the period that the Hardware is being serviced by NOVAtime. Upon receipt of the Loaner Equipment, Customer shall ship the Hardware to be repaired to NOVAtime. A Customer who is a "Bronze Plan" participant shall not be entitled to receive Loaner Equipment from NOVAtime. NOVAtime shall return the repaired Hardware Product to such Customer as soon as repairs are completed, at no charge to Customer. Customer acknowledges that there is no guaranteed turnaround time for repairs made under either plan.
3. Repair / Catastrophic Damage. Upon receipt of the Hardware to be repaired from a Customer who is a "Gold Plan" participant, and unless the damage to the Hardware is considered catastrophic, NOVAtime shall repair the Hardware and return it to Customer, at which time Customer shall (if applicable) ship the Loaner Equipment back to NOVAtime, at NOVAtime's cost. However, if NOVAtime considers the damage to the Hardware to be catastrophic, NOVAtime reserves the right to permanently replace the Hardware with the Loaner Equipment. If NOVAtime determines that a "Bronze Plan" participant's Hardware has catastrophic damage, Customer will be notified and given the opportunity to purchase a new piece of Hardware.
4. Limitation on Maintenance Obligation. This Article IV shall not cover Hardware failures resulting from fire, flood, lightning or other catastrophe, accident, neglect, theft, intentional act, misuse or negligence. Further, this Article IV shall not cover Hardware failures resulting from modification or misuse of the Hardware by the Customer or any third party.
5. Renewal Option. NOVAtime shall continue to provide the hardware maintenance services described in this Article IV and Customer shall pay for such services at NOVAtime's then-current list prices for such maintenance services for successive 1 year periods, unless Customer notifies NOVAtime in writing more than 30 days prior to the end of the initial year of Hardware support (or of each succeeding anniversary date thereafter) that Customer does not wish for NOVAtime to continue providing such services. Customer may upgrade its Hardware support to the "Gold Plan" upon notice to NOVAtime more than 30 days prior to any such anniversary date, provided that the increased benefits shall apply only to damage occurring after such anniversary date.
6. Refund. The Hardware Maintenance Agreement is non-cancelable and non-refundable. Customer is responsible for all Hardware Maintenance Agreement fees for the entire contract term.

Article V- Training

1. Required Training. Within 10 days after the Installation Date, NOVAtime shall provide training in the basic day-to-day operation and maintenance of the Products to the Customer on the terms and conditions described in this paragraph 1. NOVAtime shall determine the training curriculum in its exclusive discretion. Representatives of NOVAtime shall provide the training at Customer's facilities. Customer shall be responsible for making available facilities and equipment sufficient, in NOVAtime's reasonable discretion, for the training.
    i. 1 Corporate System Administrator designated by the Customer who shall be responsible for supervising the smooth operation of the Products (including database maintenance and establishment of backup procedures); and

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

Customer is responsible for selecting Operators who are qualified to operate the Products on Customer's equipment. NOVAtime reserves the right to refuse assistance, or to charge additional fees, if an Operator seeks assistance on basic background information or any other matters not directly related to the operation of the Product or the training to be provided pursuant to this Article V.

2.   <u>Optional Training.</u> At Customer's request, and at such time as NOVAtime and Customer shall mutually agree, NOVAtime will provide additional training to employees or agents of Customer at no additional charge.

Article VI - Miscellaneous

1.   <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California.
2.   <u>Modification.</u> No modification of this Agreement shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought.
3.   <u>Notice.</u> Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by Certified Mail, Return Receipt Requested, with proper postage affixed. All notices shall be addressed to the parties at the addresses specified below:

NOVAtime Technology, Inc.	_____Customer Name_____
1440 Bridgegate Drive, Suite 300	_____Customer Address Line 1_____
Diamond Bar, CA 91765	_____Customer Address Line 2_____

4.   <u>Invalidity.</u> In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any Court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
5.   <u>Entire Agreement.</u> This Agreement, along with the attached Proposal is the complete statement of NOVAtime's obligations and responsibilities to Customer and supersedes any other representation or communication by or on behalf of NOVAtime regarding this subject matter.
6.   <u>Attorneys' Fees.</u> In the event any litigation or arbitration between the parties arises out of or results in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable attorneys' fees and expenses, including appellate proceedings or post-judgment collection proceedings.
7.   <u>Currency.</u> All monetary amounts referenced herein are U.S. Dollars.
8.   <u>Jurisdiction & Venue.</u> The parties hereto submit to the jurisdiction of California courts and federal courts located in California. The parties agree that exclusive venue for any suit concerning this Agreement shall be Los Angeles County, CA.
9.   <u>Confidentiality.</u> Each party may have access to information that is confidential to the other party ("Confidential Information") including but not limited to with respect to Licensor, the Licensed Program and the Services, and with respect to Licensee, the Customer Data, and any other information which is not otherwise readily available in the public domain and specifically including all information marked "confidential", and the pricing terms of this Agreement. The parties agree (i) not to make each other's Confidential Information available to any third party, (ii) not to use each other's Confidential Information except to perform this Agreement, (iii) to hold each other's Confidential Information in confidence during the term of this Agreement and thereafter, and (iv) no adequate remedy at law exists for breach and any such breach would cause irreparable harm to the non-breaching party whom shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it has at law or otherwise. Either party may make such disclosures as may be necessary by reason of legal, accounting or regulatory requirements beyond either party's reasonable control. Confidential Information shall not include information that (i) is in the public domain through no act or omission of the other party, (ii) was in the other party's lawful possession prior to the disclosure, (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure, or (iv) is independently developed by the other party.

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

Customer Information			Shipping Information	
Company:			**Company:**	
Address:			**Address:**	
Contact:			**Contact:**	
Phone:			**Phone:**	
Fax:			**Fax:**	

Qty	Part#	Description	Unit Price	Amount

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 grants a limited license to Customer 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 Civil 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") per this NOVAtime Purchase Agreement ("NPA") between **NOVAtime Technology, Inc.** ("NTI") and **_____,** ("Customer") lists all Products, equipment. Software, 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

Product: NOVAtime Software as a Service (_____ Licensing)
Subscription Term:
Effective Date:
Other: Hardware, Software, and Services (listed below)

Phase 1 - Pre-Implementation

System Parameter Discovery	**System Configuration & Testing**
Hardware Configuration and Testing	**System configuration/Operation Review**
System Approval	**Remote Pre-Install access by customer**
HR Interface Testing/Certification	**Payroll Interface Testing/Certification**

Web Delivery of _____ NOVAtime Employee Licenses, __ Administrative Licenses & __ Supervisor Licenses

___ NT7000 clocks will be delivered. (Biometric option selected)
___ NT7000 Clocks will be delivered. (Biometric option selected, future modem capability)

Phase 2 - Implementatio

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

NT7000
- o **Includes One (1) Year Warranty**

System Delivery
Testing
Terminal Installation Assistance
IT Environmental Testing and Certification
System Operations Follow-up

Software Installation / Environment

Program Terminals
Training Plan Development & Delivery
System signoff

Phase 3 – Post-Implementation

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

Ongoing Software Support during Subscription Period

1. <u>Services Provided by NTI.</u> 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 for a period of 1 year following the Warranty Period:
   a. Unlimited telephone support for single point of contact and/or system administrator is provided through our Premium Support option 24 hours a day, 7 days a week.
   b. On-line support during normal business hours (Customer is required to have Internet Access).
   c. Provision to Customer at no additional charge of all Software updates and new versions applicable to the installed modules.
   <u>Customer Obligation.</u> 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. Further, Customer agrees to provide and maintain server and operating environment that meets or exceeds NTI's minimum required operating configuration(s) where NOVAtime STAR platforms are utilized.
2. <u>Limitation on Support Obligation.</u> NTI's support obligations are limited, excluded, or otherwise restricted pursuant to Sections V, VI, and VII of the SaaS Agreement.
3. <u>Renewal Option.</u> Subject to customer compliance w/ 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 1 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.

Pricing

Pricing Overview

Fixed, One-time Charges:
      Software Customization $ N/A
      NOVAtime 5000 SaaS $
      Setup
      Hardware
          ___, NT7000-FP
          ___, NT7000

      Total: One-time Charges   **$**

Recurring, Monthly Charges:
      NOVAtime 5000 SaaS
      ___ Employees $ 3.25 pepm (per employee per month)
      ___ Supervisors   Included
      ___ Administrators   Included
          $TBD (**first and last month due on 1st payment**)

Variable Professional Services   TBD (See Table 1)
(Implementation, Training,
documentation, etc.)

Customer agrees that pricing quote is valid through _____, 20__.

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

   Title and Delivery.
   a. All Products will be delivered by NTI to _____.
   b. NTI agrees to use commercially reasonable efforts to fill orders placed by Customer in accordance with and to meet 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.

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

<u>Warranty.</u> 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 1 year from the date of installation and all Products shall be free of defects for a period of one year 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 or parts 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 of Product third party mishandling, neglect, misapplication, overburdening, abuse or tampering. NTI shall pay for the shipment of the Product 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 will be made only after NTI is notified of and determines that the repair requirement resulted from defective materials and/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 EXCLUSIVE REMEDIES IN THE EVENT OF A CUSTOMER EXERSIZED 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 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. Said items are provided by NTI to Customer "AS IS" without any condition or warranty, expressed or implied.

Billing Overview

During the course of a purchase, acquisition, licensing, and/or implementation, there are multiple phases and deployment calendars based on customer readiness. NTI understands the need to handle billing based on these types of phased implementations and will create usage invoices reflective of the actual deployment status. Unless otherwise specified in either the NPA or the SaaS Agreement (e.g. specific billing dates), NTI will begin billing monthly usage fees upon: NTI will invoice only active employees with punches in the system. Although there may be many more employees active within the NTI system with other types of time records (e.g. accruals, holidays, etc.), only those with punches from clock/web/mobile devices will be counted in the services invoicing. As more departments, groups, or phases of the project are completed, these employees will be added to the invoicing process incrementally. Upon completion of the project and all active employees are on the "system," the usage invoices will be changed to all employees in an active status and it will be the customer's responsibility to maintain active versus inactive status, either through integration with their HR/Payroll system or by manually controlling within the NTI application.

All fees for additional employees/users for the SaaS set forth in the NPA/SOW, (collectively "Additional Subscriptions") are billed in whole month increments, including Additional Subscriptions implemented any time after the first day of the applicable billing subscription month. Additional Subscriptions expire at the end of the Subscription Term. Except as otherwise provided in any such ordering document (e.g. NPA/SOW), SaaS subscriptions may be renewed under NTI's then-current applicable policies, terms, and conditions, subject to NTI's acceptance and Customer payment of all fees then due and owing for such SaaS subscription(s).

Customer shall provide NTI with valid and approved purchase order information, along with complete and accurate billing and contact information.

Payment Terms - Detail

- Fifty percent (50%) of Purchase Price due at signing of NPA (50% of Implementation/Training charges, 1st month recurring Hardware fee)
- Twenty-five percent (25%) due within 30 days of the Product(s) shipping date and/or delivery of the SaaS links (25% of Implementation/Training charges.
- Twenty-five percent (25%) due within 30 days after installation of the Product(s) and or delivery of the SaaS links. (Final 25% of Implementation/Training charges, 1st and last month recurring PEPM charges, last month recurring Hardware charges)
- Any hardware purchase due within 30 days of the hardware shipping date.
- In any event, the full Purchase Price must be paid no later than 90 days from the date of execution of this NPA.

All fees 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 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 were 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 electronic funds transferred through the Automated Clearing House network (ACH). Customer authorizes NTI to bill such ACH: (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.

For SAAS billing, NTI will send an invoice out the 6th of the month and draw the invoice amounts from the customers bank account (through ACH) on the 10th of each month.

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.

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.

Read, Understood, Accepted, and Agreed to:

Customer: _____

_____

_____

_____

Customer acknowledges and agrees that this <u>NPA</u> [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:	Brian Meharry	Name:	
Title:	VP Business Development	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) _____ ("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, with a current employee base of _____, desires to acquire, license, and use NTI's product and services as more particularly described in the NOVAtime Purchase Agreement ("NPA") and herein, 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) within Customer's internal oversight and control in conjunction with Customer acquired (or leased) NTI Product(s)/(Hardware)… [collaborative with the use of NTI Products and services pursuant to the terms of this SaaS Agreement.

III. Documents Supporting SaaS Agreement

The SaaS Agreement (Addendum "A") is understood to be comprised of the NOVAtime Purchase Agreement (NPA) and Schedule "A" (the "SaaS Agreement")…collectively the "NPA SaaS Agreement".

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 Purchase Agreement 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 Purchase Agreement and this 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 NTI SaaS Agreement and NTI Products and services per NTI innovated or developed by, on behalf of, or in connection with NTI (collectively the "NTI SaaS Materials") delivered or made available to Customer (and Customer Employees) within the term of this NPA SaaS Agreement, solely in connection with the NPA SaaS, and exclusively for Customer's internal business operations, and any applicable online documentation for the SaaS. Reference throughout this NPA SaaS Agreement to the term "Software" is understood to be interchangeable with the reference of NTI SaaS Materials or NTI Products.

The grant of License and the limited rights associated thereto, allowed for Customer's (and Customer Employee) use, per the provisions of this NPA SaaS Agreement, 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 _____ licenses set forth in the NPA;

(b) If the NTI Products (including Software) acquired by Customer is embedded in the Hardware, or designed for installation on a central processing unit, Customer must not and is prohibited from using such Products (Software) in connection with more than the number of Customer Employees allowed by NTI per the NPA. Customer must not use, and is prohibited from using or sharing, the License and Products (Software) with a greater number of Customer Employees (or a greater number of computers) then 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 reasonably and practicable effort to protect against and prevent unauthorized third party accessing to SaaS and NTI SaaS Materials. Customer acknowledges that NTI is the sole and exclusive owner of all right, title, and interest in and to the License(s), NOVAtime Software Products, the source code for the NOVAtime Software, NTI SaaS Materials, and any NOVAtime user documentation. Customer acknowledges that any third party developers are the sole and exclusive

owners of all right, title, and interest 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 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 NPS SaaS Agreement and the companion grant of License and for three (3) years after termination of the License, Customer shall 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 enforceable by third party developers and their suppliers, in addition to NTI.

(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 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. Customer covenants and agrees to hold NTI harmless and to depend, indemnify NTI pursuant to any as more fully set forth in Section XV hereof.

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.

In the event of a Customer breach of this NPA SaaS Agreement NTI shall have the right to terminate 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 the written notice; provided, however, if Customer breaches or otherwise fails to perform any monetary or financial promise, condition, or covenant, then such Customer cure must be within ten (10) calendar days. The NTI notice to terminate 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 of SaaS 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.   Customer recognizes that upon any termination pursuant to this Section VII, such action shall also result in the termination 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 a Customer Data ("Customer Data") file in NTI's possession or control. This SaaS Agreement may be terminated earlier by NTI in its entirety without liability 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 and understands 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 shall 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 and/or through any software program used in conjunction with the SaaS, any 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 shall have 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 such policies at any time in NTI's Discretion; 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. Per NTI Discretion, the training curriculum shall be formulated. Representatives of NTI shall provide the training at Customer's facilities. Customer shall be responsible for making

available facilities and equipment sufficient, in NTI's reasonable discretion, for the training.

    (i)   Customer is responsible to provide its: "Corporate System Administrator" as designated by the Customer who shall be responsible for supervising the smooth transaction 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/or 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) <u>Optional Training</u>. At Customer's request, and at such time as NTI and Customer shall mutually agree, NTI agrees to provide additional training to Customer Employees at such additional charges and fees as determined by NTI and agreed to by Customer.

Services Cost Structure Breakdown

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

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 NPA 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 SOLEY AND EXCLUSIVELY IN THE NPA SAAS AGREEMENT.

NTI Hourly Rates for After-hours and Non-Maintenance Customers.

The following rates apply to all after-hours service calls and any on, or off, site service or support provided. Written notice shall be provided to Customer of any modifications to the following rates no less than thirty (30) days prior to the effective date of any such modifications. Such modifications shall occur not more than semi-annually. Hardware maintenance is provided by remote depot repair. It is recommended that Customer purchase __ additional NT7000 FP time clocks to use as replacements when others are sent in for depot repair.

Maintenance Labor Rate* (minimum 1 hour):

(For Covered Repairs and Charges plus Mileage)
M-F   8:30 a.m. — 5:00 p.m. $ 0.00/hr. labor — $ parts
M-F   5:00 p.m. — 12:00 a.m. $ 90.00/hr. labor — $ parts
M-F   12:00 a.m. — 8:30 a.m. $125.00/hr. labor — $ parts
Sat., Sun. & Holidays $125.00/hr. labor — $ parts

Non-maintenance Labor Rates* (minimum 1 hour):**:**

(For Non-covered Repairs and Charges plus Mileage)
M-F   8:30 a.m. — 5:00 p.m. $135.00/hr. labor plus parts/shipping
M-F   5:00 p.m. — 12:00 a.m. $145.00/hr. labor plus parts/shipping
M-F   12:00 a.m. — 8:30 a.m. $150.00/hr. labor plus parts/shipping
Sat., Sun. & Holidays $170.00/hr. labor plus parts/shipping

Holidays Include:

New Year's Day	Thanksgiving
Memorial Day	The Day after Thanksgiving
Fourth of July	Christmas Eve
Labor Day	Christmas

* All times are Pacific Standard Time.

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 warrants that: (i) the SaaS will perform substantially in accordance with its online documentation under normal use and (ii) 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 performance/non-performance of the relevant SaaS and/or Services in order to receive any applicable warranty remedies. For any breach of the expressed warranties set forth in clauses (i) and (ii) hereof, Customer's exclusive and only remedy shall be the 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) <u>Warranty Limitations.</u> EXCEPT AS OTHERWISE EXPRESSLY PROVIDED 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, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

<u>NTI Disclaimer.</u> 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.

(b) <u>Specific Disclosure of Nonresponsibility.</u> WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING IN THE IMMEDIATELY PRECEDING PARAGRAPHS, AS WELL AS INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS UNDER SECTION XII ABOVE, 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 AQUIRED 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.

XIV. Limitation of Liability.

(a) <u>Exclusions of Consequential and Related Damages.</u> 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 UNDER THE AGREEMENT), ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE 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) <u>Liability Limitations.</u> NEITHER PARTY'S LIABILITY, AND CORRESPONDING DAMAGES, WITH RESPECT TO ANY SINGLE INCIDENT 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 AMOUNTS ACTUALLY PAID BY CUSTOMER TO NTI FOR THE SaaS, NOVATIME SaaS MATERIALS, AND PRODUCT SERVICES UNDER THE 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) <u>Allocation of Risk.</u> This limitation of liability allocates the risks under this 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) <u>Exclusive Remedies.</u> 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.

XV. Indemnity.

<u>NTI Indemnification</u>. 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 either Customer or NTI ("Provider", which may refer to Customer or NTI depending on which party provided the Material) 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:

(a) 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);

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

(c) 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 these 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. If Customer is the Provider and such return materially affects NTI's ability to meet its obligations the NPA SaaS Agreement then NTI may, at its option and upon 30 calendar days advance written notice, terminate without liability of any kind or amount whatsoever the NPA SaaS Agreement. 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.

(d) <u>Customer Indemnification.</u> Customer covenants, agrees to, and shall defend NTI from and against any claims, demands, suits, or proceedings made or brought against NTI by: (i) a third party alleging that Customer's data or the use of NTI's Services or Products in breach of this NPA SaaS Agreement infringes or misappropriates the intellectual property rights of a third party or violates applicable law; (ii) reason of Customer's breach of this NPA SaaS Agreement and a third party alleging liability and damages relating to or arising from Customer's breach of this NPA SaaS Agreement; (iii) a third party alleging Customer's breach or non-compliance under Section (v) of this NPA SaaS Agreement; and (iv) a third party claiming liability and damages arising from or relating to Customer's use of the NTI SaaS Materials, Services, or Products, or Customer's use or performances arising from or relating to this NPA SaaS Agreement. Customer covenants, agrees to, and shall indemnify and protect NTI for and from any damages, injuries, losses, expenses, fees, attorney's fees, and costs awarded against NTI as a result of, or for any amounts paid by NTI under a court approved settlement of a claim, action, or suit against NTI; provided that NTI: (x) promptly notifies Customer of the claim, suit, or action;

(y) allows Customer principal control of the defense and settlement of said claim, suit, or action (provided further, however, Customer is not authorized to settle any such claim, suit, or action unless such settlement and resolution unconditionally and forever releases NTI of all liabilities); and (z) provide Customer reasonable assistance, at Customer's expense, in responding and defending such claim, suit, or action.

(e) <u>Exclusive Remedy.</u> 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**.

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

(a) 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;

> 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.

(b) 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).

(c) 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.

(d) 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 acknowledges and 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

XVII. Customer Responsibilities.

Customer must 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 Customer is responsible for any breach by any Customer Employee of such terms and conditions per this SaaS Agreement. In addition, Customer must obtain all required consent for NTI and its agents and contractors to perform the SaaS and Services under the NPA SaaS Agreement. Customer is responsible for ensuring that Customer network and systems are compatible and comply with NTI specifications and hardwire. 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 shall 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.

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 become 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: _____
_____
_____
_____
_____

To NTI:

NOVAtime Technology, Inc.:
1440 Bridgegate Drive, Suite 300
Diamond Bar, California 91765
Attention: Finance Director

And/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 authorized representative verifying that the SaaS is being used pursuant to the provisions of this NPA SaaS Agreement. Customer agrees to 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 use of the SaaS, the Services, the NOVAtime SaaS Materials and any service deliverables (including technical data), and Customer agrees to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agree that 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.

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) 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 agrees and NTI may 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 and/or identify Customer Confidential Information. NTI retains all intellectual property rights in such information.

XXV. General provisions.

(a) <u>Entire Agreement:</u> This NPA SaaS Agreement, when fully executed and any 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) <u>Interpretation and Construction of Agreement:</u> 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) <u>Non-Waiver and Time to Bring Action.</u> 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 two (2) years after the cause of action has accrued. Any rights not expressly granted herein are reserved by NTI.

(d) <u>Governing Law:</u> Any action relating to or arising from the NPA SaaS Agreement will be governed by the substantive and procedural laws of the State of California 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 the NPA SaaS Agreement shall be subject to the exclusive jurisdiction of the State Courts of California, and the Federal Courts of the Central District of California; and venue in the Central Branch of the Los Angeles County Superior Court.

(e) <u>Jury Waiver, and Attorney's Fees:</u> 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) <u>Non-Modification:</u> 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) <u>Severability:</u> 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.

(h) <u>Binding Effect:</u> 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.

(i) <u>NTI/ Customer Relationship:</u> 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.

(j) <u>Execution of Further Documents:</u> 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.

(k) <u>Execution by Facsimile/Electronic Transmission:</u> 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.

(l) <u>Executed in Counterparts:</u> 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.

NOVATIME TECHNOLOGY, INC.   **CUSTOMER**: _____

By: _____   By: _____

Name: Brian Meharry   Name: _____

Title: VP Business Development   Title: _____

Date: _____   Date: _____

H. Schedule of Pricing

i. Proposers should submit best pricing for Solution. Pricing must be all inclusive and include hardware, software, implementation, support, travel, training and any residual costs to indicate Total Cost of Ownership. Submit pricing in Exhibit A, Schedule of Pricing. Do not use any other form or format for submitting pricing.

Please see the following pages for NOVAtime's Cost Proposal, including **Exhibit A – Schedule of Pricing**.

ii. Specify the rate for fees and charges of maintenance service outside normal business hours of 7:00 AM to 6:00 PM to service Solution components.

NOVAtime includes 24/7 support inclusive of your annual maintenance agreement.

Novatime Web-Based System

June 14, 2016
Mr. Ryan Lingholm
City of Delray Beach
100 NW 1st Ave
Delray Beach, FL 33444

Dear Mr. Lingholm:

The following section details the costs associated with this project. Pricing reflects a turn-key solution including software licenses to track up to 900 employees (can be expanded), up to 200 supervisors/managers/administrator licenses (can be expanded), 28 NT7000 Biometric Terminals, onsite installation, unlimited training, and 12 months of annual software & hardware maintenance (24/7 support and software updates).

A bi-directional interface to the City's ERP system is included with our response. Through the interface employees hours and accruals will be sent from Novatime to the ERP system. Employee information such as Name, and ID Number will be sent electronically through the interface from payroll into Novatime. The interface between Novatime and the City's ERP system is 100% guaranteed.

Notes:
- We have provided the City of Delray Beach with 2 options. A Customer Hosted order form and a Vendor Hosted order form. If Customer Hosted is selected the system will be installed on the City servers and it will be the City responsibility to maintain the server and back up the data. If the Vendor Hosted option is preferred, the system will be installed on Novatime's servers and we have the responsibly of maintaining the server & backing up data.
- Employee Web Services is included for all employees. Employee Web Services allows employees to punch in/out from a PC, or a Smartphone. Employee Web Services can also allow an employee from a PC or Smartphone the ability to request time off electronically, view their schedule, view time record, and/or view status of sick/vacation/personal days.
- 28 NT7000 Biometric Terminals are included with our response to fully eliminate Buddy Punching. The NT7000 terminals also come with a camera and can take a picture of employees each time they punch in/out.
- The NT7000 terminals have communication choices between Standard Ethernet, POE, or Wireless. The City can select any combination of communication for each clock as desired.
- The Advanced Scheduling Manager is included for all Public Safety scheduling needs. 300 ASM licenses are included (can be expanded). Please Note: Scheduling alerts are available via Email, Text, and Phone with the Vendor Hosted solution. If the Customer Hosted solution is preferred scheduling alerts are available by email only.
- The ability to interface with the City's new ERP system is included with our response and is 100% guaranteed.
- All travel will be at the expense of Novatime. No travel will be billed to the City. This includes all expenses for Lodging and Meals. The implementation is a fixed cost. If more travel is needed then we anticipated, it will be done at the cost of Novatime.
- Novatime is pleased to offer Unlimited Training with our response. All initial Training will be done onsite if desired by the City. Training is also available as remote web sessions if desired by the City.
- Software and Hardware Maintenance is included. Software Maintenance includes 24/7/365 software support, & all software updates. Hardware Maintenance includes 24/7 hardware support, all parts, and full device replacement.
- 100% of the Scope of Work for this Project will be completed by Novatime. No subcontractors will be used.

Please feel free to contact us directly to answer any questions that you may have as you review this proposal.
Thank you for the opportunity to be of service.

Sincerely,

Jamie Blundell

Jamie Blundell
National Account Executive, Public Sector
jamie.blundell@novatime.com
p: (516) 592-0885

Exhibit A – Schedule of Pricing, Customer Hosted

Customer Hosted Solution

Item No.	Primary Hardware	Estimated QTY	Unit Price	Extended Price	Comments
1	Biometric Clock	28	$ 2,290	$ 64,120	NT7000 Biometric Terminals
SUBTOTAL			$ 2,290	$ 64,120	NT7000 Biometric Terminals

Item No.	Supportive Hardware (if necessary)	Estimated QTY	Unit Price	Extended Price	Comments
2	N/A		$	$	
3			$	$	
4			$	$	
5			$	$	
6			$	$	
7			$	$	
SUBTOTAL			$	$	

Item No.	Software	Estimated QTY	Unit Price	Extended Price	Comments
8	NOVAtime Time and Attendance Licenses	900	$ 60	$ 54,000	
9	Advanced Schedule Manager	300	$100	$30,000	
10			$	$	
11			$	$	
12			$	$	
13			$	$	
SUBTOTAL			$	$ 84,000	

Item No.	Implementation Fees	Estimated QTY	Unit Price	Extended Price	Comments
14	Software and Hardware	1	$ 32,260	$ 32,260	Fixed Price. No charge for travel.
15			$	$	
16			$	$	
17			$	$	
18			$	$	
19			$	$	
SUBTOTAL			$	$ 32,260	

Item No.	Training Fees	Estimated QTY	Unit Price	Extended Price	Comments
20	Unlimited Included	-	$ -	$ -	On-site or remote
21			$	$	
22			$	$	
23			$	$	
24			$	$	
25			$	$	
SUBTOTAL			$	$ Included	

Item No.	Description	Year	Price per Year	Comments
26	Required Support, Maintenance, Software/Hardware Assurance	1	$ 19,060	Includes all software updates, 24/7 support, unlimited training, and full device replacement on all 28 terminals.
27	Optional Support, Maintenance, Software/Hardware Assurance	2	$	
28	Optional Support, Maintenance, Software/Hardware Assurance	3	$	
29	Optional Support, Maintenance, Software/Hardware Assurance	4	$	
30	Optional Support, Maintenance, Software/Hardware Assurance	5	$	
31	Optional Support, Maintenance, Software/Hardware Assurance	6	$	
32	Optional Support, Maintenance, Software/Hardware Assurance	7	$	
33	Optional Support, Maintenance, Software/Hardware Assurance	8	$	
TOTAL			$19,060 per year	

NOTE: Upgraded hardware and software shall be covered by the support/maintenance Agreements.

GRAND TOTAL (MINUS ITEMS 27-33)	$ 199,440

Exhibit A – Schedule of Pricing, Vendor Hosted

Vendor Hosted Solution

Item No.	Primary Hardware	Estimated QTY	Unit Price	Extended Price	Comments
1	Biometric Clock	28	$ 2,290	$ 64,120	NT7000 Biometric Terminals
SUBTOTAL			$2,290	$64,120	NT7000 Biometric Terminals

Item No.	Supportive Hardware (if necessary)	Estimated QTY	Unit Price	Extended Price	Comments
2	N/A		$	$	
3			$	$	
4			$	$	
5			$	$	
6			$	$	
7			$	$	
SUBTOTAL			$	$	

Item No.	Software	Estimated QTY	Unit Price	Extended Price	Comments
8	NOVAtime Time and Attendance Licenses	900	$3.15/ee/mo	$34,020	Annual Fee
9	Advanced Schedule Manager	300	$ 2.80/ee/mo	$ 10,080	Annual Fee
10			$	$	
11			$	$	
12			$	$	
13			$	$	
SUBTOTAL			$	$ 44,100	

Item No.	Implementation Fees	Estimated QTY	Unit Price	Extended Price	Comments
14	Software and Hardware	1	$ 32,260	$ 32,260	Fixed price. No charge for travel.
15			$	$	
16			$	$	
17			$	$	
18			$	$	
19			$	$	
SUBTOTAL			$	$ 32,260	

Item No.	Training Fees	Estimated QTY	Unit Price	Extended Price	Comments
20	Unlimited included		$ -	$ -	On-site and remote
21			$	$	
22			$	$	
23			$	$	
24			$	$	
25			$	$	
SUBTOTAL			$	$ Included	

Item No.	Description	Year	Price per Year	Comments
26	Required Support, Maintenance, Software/Hardware Assurance	1	$8,260	Covers all software updates, 24/7 support, unlimited training, and full device replacement on all 28 terminals.
27	Optional Support, Maintenance, Software/Hardware Assurance	2	$	
28	Optional Support, Maintenance, Software/Hardware Assurance	3	$	
29	Optional Support, Maintenance, Software/Hardware Assurance	4	$	
30	Optional Support, Maintenance, Software/Hardware Assurance	5	$	
31	Optional Support, Maintenance, Software/Hardware Assurance	6	$	
32	Optional Support, Maintenance, Software/Hardware Assurance	7	$	
33	Optional Support, Maintenance, Software/Hardware Assurance	8	$	
TOTAL			$ 8,260	

NOTE: Upgraded hardware and software shall be covered by the support/maintenance Agreements.

GRAND TOTAL (MINUS ITEMS 27-33)	$148,740

Scope of Work

A. System Requirements

ii. Must fully integrate with the City's current legacy system the City's Enterprise Resource Planning (ERP) solution that will be implemented over the next eighteen (18) months. The Solution implementation shall be performed in conjunction with the ERP implementation.

NOVAtime Enterprise Web Services (NEWS) is a secured middleware service that provides the interface platform between NOVAtime 5000 and third party applications. Since NOVAtime 5000 is a completely Microsoft-based .NET framework, the system is capable of interfacing with any MS product. In fact, with our built-in mapping and interface builder, NOVAtime 5000 can integrate with virtually any system, including the City's ERP solution.

When used for HR/payroll/ERP integration, NEWS allows the import and export of data into multiple systems. The platform uses standardized XML/SOAP formats through bi-directional synchronization, eliminating the need for redundant/duplicate data entry and creating a seamless interface that operates in real time—as employees are added or updated in one application, they are automatically added or updated within the NOVAtime system.

iii. Must allow proximity detection, and allow for punches to be generated by telephone, computer, and or biometric clock (to allow for mobility work).

Yes. NOVAtime 5000 supports various methods of data collection, and NOVAtime offers the greatest number of options of any provider in the industry. All NOVAtime devices utilize push technology and operate in real time, meaning accurate and up-to-date information is pushed directly to system users, immediately upon entry. The available data collection methods include the following:

- Punch/Kiosk time clocks (available with PoE)
    - Biometric kiosk (fingerprint or hand geometry)
    - Number key-in
    - Proximity badge
    - Magnetic stripe / Bar code scan
    - Badge / ID card swipe
- PC workstation with web browser
- Telephone IVR System
- Mobile access
    - Portable punch/kiosk time clock
    - Wireless PDA
    - Mobile App for smartphones (iPhone and Android)
    - Mobile App for tablets (iPad and Android)

iv. Must allow for de-centralized data entry (log in via telephone, clock, etc.).

Yes. Please see response to item iii above. Any of the above methods can be used in conjunction with one another. Time entry is uploaded to the database in real-time.

v. Must support full open database connectivity (ODBC) to Microsoft structured query language (SQL) Server 2012 SP3 (or newer) database systems.

Yes. NOVAtime supports SQL Server 2012. NOVAtime also offers a SaaS product, a vendor-hosted solution.

vi. Must have functional built-in import/export functionality for schedules, punches, reports and financial data both in real-time and on a scheduled basis, as defined by the City.

Yes. NOVAtime 5000 can import/export functionality for schedules, punches, reports, and financial data both in real-time and on a scheduled bases, as defined by the City. NOVAtime 5000 provides the ability to import data from the City's existing system via a flat file or through the use of NOVAtime Enterprise Web Services (NEWS). NEWS is a secured middleware service that provides the interface platform between NOVAtime 5000 and third party applications. Since NOVAtime 5000 is a completely Microsoft-based .NET framework, the system is capable of interfacing with any MS product. In fact, with our built-in mapping and interface builder, NOVAtime 5000 can integrate with virtually any system.

When used for HR/payroll/ERP integration, NEWS allows the import and export of data into multiple systems. The platform uses standardized XML/SOAP formats through bi-directional synchronization, eliminating the need for redundant/duplicate data entry and creating a seamless interface that operates in real time—as employees are added or updated in one application, they are automatically added or updated within the NOVAtime system.

vii. Must allow the City's ERP system to feed specific information to the Solution each pay period for each employee, including but not limited to the following: punch in and out data, biometric data and employee ID data.

Yes. NOVAtime 5000 provides the ability for the ERP system to feed specific information to NOVAtime 5000 each pay period for each employee, including, but not limited to punch in/out date, biometric data, and employee ID data. NOVAtime has built over 300 interfaces to various HR, Payroll, ERP, and other third party systems and will easily integrate with the City's ERP system.

viii. Must communicate, each pay period, back to the City's ERP system all approved time and attendance records which have been approved by both departmental supervision and the Payroll Department.

Yes. NOVAtime 5000 can communicate back to the City's ERP system all time and attendance records which have been approved by both departmental supervision and the Payroll Department. NOVAtime has built over 300 interfaces to various HR, Payroll, ERP, and other third party systems and will easily integrate with the City's ERP system.

ix. Must provide a detailed audit trail whereby Payroll and Audit department staff may track attendance records and changes related to individual or group timekeeping records.

Yes. NOVAtime 5000 features an audit trail that tracks all data transactions. It details and stores edits of employee time, attendance, and schedule information. Granted access and functionality of the system is also tracked through the audit log for future reporting as needed and audit reports will be accessible to City administrators. The audit trail maintains the following information:
- Identification of the user (who);
- Before and after data (what);
- Originating location (IP address) of the user (where);
- Timestamp of the edit (when); and
- Reason code or note to justify the edit (why).

x. Must provide multiple levels of supervisory approval via workflow which supports groups and sub-groups from the City.

NOVAtime 5000 provides the flexibility of workflow approval levels. The system allows up to 8 user-defined levels for supervisors, in addition to the employee and payroll approval levels, for a total of 10 altogether. The system includes the option to simply allow the timesheet to be approved progressively through the levels, as well as options to prevent approval of a timesheet with missing punches or absences.

xi. Must allow authorized employees to roam punch (be able to punch in or out at more than one clock location).

Yes. NOVAtime 5000 enables employees to punch in/out at more than one location, or be restricted to enrollment and use at a specified clock(s).

xii. Must provide pre-defined security roles and allow for customized user-based security roles to control access to specific departments, groups, and levels of specific employee and departmental information.

Administrators typically also control access settings. NOVAtime 5000 features role-based security access groups that supervisors and employees can be assigned to by the system administrator through Administrator Web Services (AWS). Access groups contain security rules that define which modules, pages, and other system features and functionality can be accessed and utilized by a particular group of system users or employees. This can restrict or permit the viewing and editing of certain pages in the system, as well as the type of access that is provided to the users, such as read-and-write or read-only access. NOVAtime 5000 supports separate user interface and screen layouts for each user group, and every component of the solution can be granted or disabled, based on the employees' roles. The system includes 3 default user groups—Employee Access, Supervisor Access, and Administrator Access—but administrators can configure security levels and settings based on the City's needs, including security at the individual user level.

xiii. Must allow employees and supervision to enter multiple pay or job codes during the work day. The pay or job codes must have a relation to the same or similar job codes in The City's ERP system. The City prefers a system which can do so without remapping or cross referencing codes.

Yes. NOVAtime 5000 tracks up to 20 labor levels, with an unlimited amount of values in each level, and also tracks an unlimited amount of transfers between the labor levels. The system offers unlimited tracking of job and work assignments and will easily report on these hours while transferring them to the appropriate accounts. The project tracking module has an unlimited amount of codes that can be assigned to employee hours or pay rules, and codes can be defined by job, department, cost center, and even a specific employee.

xiv. Must allow for the scheduling of employees who have multiple shifts and support multiple types of days, schedules and pay types, including: Differentials, Premium pay, Call Out, Standby, Workers Compensation, Shift Swap, Kelly Day's, Vacation Days, Sick Days, Comp Days, etc.

Yes. NOVAtime 5000 allows for the scheduling of employees who have multiple shifts and support multiple types of days, schedules, and pay types, including differentials, premium pay, call out, standby, workers compensation, shift swap, Kelly Days, vacation days, sick days, comp days, and more. The system supports an unlimited amount of pay and leave types.

NOVAtime 5000 supports unlimited definition of shift schedules, assignments, patterns, and rotations. Supervisors can define schedules with varying lengths and assign multiple or no schedules to employees. The system allows shift schedule patterns to be automatically repeated or rolled forward to future weeks. The system's shift management feature allows for rotations to be defined indefinitely, and its scheduler allows a selection of week(s) to be copied out to another selection of week(s).

NOVAtime also understands the unique needs of municipal fire and police departments and civil service requirements. This is why we have developed our Advanced Schedule Manager (ASM) module that tracks employee qualifications, certifications, availability, schedule priority/seniority, automatic absence scheduling, and more.

Regarding pay rules, NOVAtime's powerful Rules Setup is used to configure various rules that affect how employee time is calculated:
- Shift rules: including scheduled start/end, meals, breaks, and premium parameters
- Policy rules: pay-period definitions, overtime, punch-rounding rules, etc.
- Holiday rules: paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked
- Accrual rules: vacation and paid sick benefit hours
- Pay matrix rules: allows for complex shift differential and premium rules
- Point system rules: automation of attendance policies

xv. Must allow for different rates of pay for each employee based on pay and job code.

Yes. NOVAtime 5000 features a Job Rate page that is used to maintain pay rate information for individual employees, allowing multiple pay rates to be associated with a single employee. The supervisor may enter in each job, via a job code, that the employee may be responsible for (these are the job codes that the employee may select when performing a job transfer at the clock). Each job is then assigned a rate level that contains the pay rate. The supervisor can either select an option that applies one rate level to all jobs for that employee, or specify the rate for every job.

xvi. Must be configured to allow for the following configuration options:

1.xvi.1.1 Collect time clock data daily

Yes. NOVAtime 5000 supports this requirement. The system operates in real-time.

1.xvi.1.2 Perform nightly database backups

Yes. NOVAtime 5000 SaaS uses a multilevel backup strategy for archiving processes and is the best-practice for archiving of historical data. The primary backup goes from disk to disk within the central hosting infrastructure, is then replicated to a secondary site, and eventually to permanent media for archival purposes. The disk oriented backup ensures fast restoration, while the multi-site copies allow us to minimize downtime if a regional disaster were to occur. The system is able to switch over to an alternative working server within 1 hour of any system, software, or data failure.

NOVAtime uses the built-in backup tool and SQL job agent for backing up client data. The "simple" recovery model in Microsoft SQL server is sufficient (no need to backup transaction logs). Currently, the schedule entails a weekly backup combined with daily differential.

NOVAtime 5000 supports online backups and use of customer-specific backup agents.

1.xvi.1.3 Check/Update terminal times as necessary

Yes. NOVAtime 5000 and all NOVAtime data collection devices use Network Time Protocol to synchronize time. All aspects of NOVAtime 5000 automatically adjust to perfect time and date, including leap year and daylights savings time adjustments, without any manual intervention being required of NOVAtime or the City.

1.xvi.1.4 Archive, then discard punch data weekly

NOVAtime, by default, does not purge date, but reports can be created to identify "to-be purged" data based on selected user criteria and filters.

xvii. Must be scalable; allowing for additional clock terminals to be added as well as additional departments, pay codes, employees, job codes, and other identifiers.

Yes. NOVAtime 5000 is completely scalable so the City does not need to worry about future growth. Additional clock terminals, departments, pay codes, employees, job codes, and other identifiers can be added at any time.

xviii. Must come with a comprehensive maintenance agreement which covers system, end-user and software support. This maintenance agreement must cover the City for all future software upgrades so that it is not required to re-buy the product or pay an upcharge for a new version.

NOVAtime is committed to ongoing product development to ensure the longevity of the solution within any company. Typically, 2 major releases and 20-40 minor releases are developed each year. All customizations and rule configurations are maintained between version releases, so the City will never be required to retrofit custom settings. Additionally, the NOVAtime product philosophy focuses on integrating all custom functionality into the core product lines as major releases occur. This ensures that all customers maintain a single support/product roadmap and avoid being locked into varying product strategies that demand an increase in support requirements.

For NOVAtime 5000 SaaS our hosted solution, system updates are applied to the hosted database on a regular basis and will be automatically available, without requiring any labor or effort of the City's IT department. Most updates are accomplished via "live update," meaning clients still have access to the system, without experiencing downtime. There is a scheduled system maintenance/update that occurs on the first Saturday of each month, lasting only a few hours, during which clients will not have access to the system. However, employees may continue to punch in and out from their clocks during this update, and once the system is available, punches will be automatically updated to the system.

For NOVAtime 5000 STAR, NOVAtime's licensed product hosted on the City's servers, updates are released quarterly and are referred to as "upgrades." An upgrade document will be provided to the City's IT department to apply the changes, and the Professional Services team will assist with the upgrade at no charge. For licensed upgrades, the City will simply need to run the installation program and/or apply a few patch files to corresponding folders, and then reconnect the database.

It is important to note that NOVAtime will never discontinue or "sunset" a prior version of the software or the technical support for that version. Therefore, should the City choose to utilize NOVAtime 5000 STAR, you will never be forced to upgrade the system due to the current version no longer being supported. This gives you the option to retain any version and upgrade at any time.

xix. Must comply with the City policies related to time and attendance, as well as the Fair Labor Standards Act (FLSA).

Yes. NOVAtime 5000 meets FLSA guidelines and complies with federal, state, and local labor laws and mandates.

B. Clock Requirements

i. Must support two-factor Biometric authentication consisting of the employees thumb print and entering their employee number.

Yes. NOVAtime data collection terminals support two factor biometric authentication.

ii. Must be able to cache approved working schedules at both the clock and system level to prevent unauthorized punching in/out times.

Yes. NOVAtime 5000 can be configured to restrict employees from punching outside of their designated shift start/end times. The system can also allow for grace periods before or after a shift when an employee is allowed to punch.

iii. Must support network connectivity at 10/100 Mbps and 1 Gbps on Category 5 Ethernet standard.

Yes. NOVAtime data collection terminals support this requirement.

iv. Must continue to collect and cache employee punch data should the Time Clock lose its ability to communicate with the back-end Time & Attendance system/server until communication is restored and punches have been synced.

Yes. In cases where the local network is not functioning, employees will still be able to punch/transfer, and stored information (up to 50,000 transactions) will be automatically uploaded once the network is back online. Data is stored in non-volatile memory and storage is not dependent on battery backup.

v. Must cache all punches, if offline, until communication is restored.

Yes. In cases where the local network is not functioning, employees will still be able to punch/transfer, and stored information (up to 50,000 transactions) will be automatically uploaded once the network is back online. Data is stored in non-volatile memory and storage is not dependent on battery backup.

vi. Must push punches to the Solution software at regular intervals throughout each day.

Yes. NOVAtime 5000 operates in real-time.

vii. Must be able to run via Power over Ethernet (PoE).

Yes. NOVAtime data collection terminals support PoE.

C. Support and Maintenance

Successful Proposer shall:

i. Perform full-service support for all hardware and application software listed in the response during normal business hours (Monday through Friday, 7 a.m. to 6 p.m.) within the pricing proposed.

NOVAtime's Premium Support is our standard program included in your maintenance agreement and provides our customers with unlimited support (by phone, e-mail, or IM), a dedicated support representative, and a guaranteed response time of 30 minutes. All support of the NOVAtime software will be the responsibility of NOVAtime. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified NOVAtime technician, and a direct employee of NOVAtime.

ii. Provide telephone support for City staff questions. This phone access must be available to the City at no additional charge for as long as the Proposer is maintaining the hardware and software.

Yes. Unlimited telephone support is included with the City's maintenance agreement.

iii. Perform all preventative maintenance services on all hardware and application software, including upgrades, firmware updates, and security patches.

NOVAtime is committed to ongoing product development to ensure the longevity of the solution within any company. Typically, 2 major releases and 20-40 minor releases are developed each year. All customizations and rule configurations are maintained between version releases, so the City will never be required to retrofit custom settings. Additionally, the NOVAtime product philosophy focuses on integrating all custom functionality into the core product lines as major releases occur. This ensures that all customers maintain a single support/product roadmap and avoid being locked into varying product strategies that demand an increase in support requirements.

For NOVAtime 5000 SaaS our hosted solution, system updates are applied to the hosted database on a regular basis and will be automatically available, without requiring any labor or effort of the City's IT department. Most updates are accomplished via "live update," meaning clients still have access to the system, without experiencing downtime. There is a scheduled system maintenance/update that occurs on the first Saturday of each month, lasting only a few hours, during which clients will not have access to the system. However, employees may continue to punch in and out from their clocks during this update, and once the system is available, punches will be automatically updated to the system.

For NOVAtime 5000 STAR, NOVAtime's licensed product hosted on the City's servers, updates are released quarterly and are referred to as "upgrades." An upgrade document will be provided to the City's IT department to apply the changes, and the Professional Services team will assist with the upgrade at no charge. For licensed upgrades, the City will simply need to run the installation program and/or apply a few patch files to corresponding folders, and then reconnect the database.

It is important to note that NOVAtime will never discontinue or "sunset" a prior version of the software or the technical support for that version. Therefore, should the City choose to utilize NOVAtime 5000 STAR, you will never be forced to upgrade the system due to the current version no longer being supported. This gives you the option to retain any version and upgrade at any time.

iv. Provide a four-hour service response time, two-hour call-back response time, and four- hour on-site response time, when requested by the City. The four-hour, on-site response time is calculated from the time the first phone call is made to selected Proposed for support until a certified technician is on site.

Yes. NOVAtime provides a guaranteed response time of 30 minutes by phone. On-site support is included and is dependent on the schedule at the time needed. Please note that 99% of all support calls can be resolved by phone and web; however, on-site support is included if needed.

v. Only dispatch certified repair technicians to all City facilities.

Yes. All support of the NOVAtime software and hardware will be the responsibility of NOVAtime. We do not outsource any of our support. Support will always be from a certified NOVAtime technician, and a direct employee of NOVAtime.

On-site support is included and is dependent on the schedule at the time needed. Please note that 99% of all support calls can be resolved by phone and web; however, on-site support is included if needed. Furthermore, with your annual maintenance agreement, technicians do not have to be dispatched to the City's facilities—instead, NOVAtime provides replacement equipment that will permanently take the place of a malfunctioning clock.

vi. Guarantee a loaner bio-metric clock anytime a City bio-metric clock is inoperable for more than one business day. The loaner bio-metric clock will remain on site at the City until the City's bio-metric clock is repaired or replaced and returned to service. If a loaner is not available from Successful Proposer's inventory, Successful Proposer will provide a new bio-metric-clock on loan until the City's clock is repair/replaced and returned to service.

Yes. NOVAtime's Gold Hardware Annual Maintenance Agreement (AMA) plan provides replacement equipment that will permanently take the place of a malfunctioning clock. The Gold AMA will ensure that you receive no additional costs for replacement of your hardware, reducing the total cost of ownership. NOVAtime will ship the replacement clock(s) within 24 hours of Support's confirmation of the malfunctioning hardware, and overnight shipping will be at no cost to you. Upon receiving the replacement equipment, the customer will simply ship the malfunctioning hardware to NOVAtime headquarters in Diamond Bar, California, where the devices will be inspected and repaired. The cost of shipments to NOVAtime, made by the customer, is not covered by the Gold AMA.

**Hardware repair is provided at no charge, given that the malfunction is inherent within the device. If the malfunction is caused by misuse or physical damage to the clock (such as dropping the device), a repair fee will be applied.

vii. If a City bio-metric clock has four repeat service calls for the same issue, Successful Proposer shall temporarily replace the bio-metric clock with a like biometric clock and make the necessary repairs to return the City's clock to full operation without cost to the City.

Yes. NOVAtime's Gold Hardware Annual Maintenance Agreement (AMA) plan provides replacement equipment that will permanently take the place of a malfunctioning clock. The Gold AMA will ensure that you receive no additional costs for replacement of your hardware, reducing the total cost of ownership. NOVAtime will ship the replacement clock(s) within 24 hours of Support's confirmation of the malfunctioning hardware, and overnight shipping will be at no cost to you. Upon receiving the replacement equipment, the customer will simply ship the malfunctioning hardware to NOVAtime headquarters in Diamond Bar, California, where the devices will be inspected and repaired. The cost of shipments to NOVAtime, made by the customer, is not covered by the Gold AMA.

**Hardware repair is provided at no charge, given that the malfunction is inherent within the device. If the malfunction is caused by misuse or physical damage to the clock (such as dropping the device), a repair fee will be applied.

D. Network Connectivity

All City departments are attached to the City network with Intel computers with Microsoft Windows 7 or higher. Microsoft Windows 2012 R2 servers are implemented in a HyperV environment. Successful Proposer must ensure connection to the City network. Solution must support IP v4/6 and Microsoft HyperV server.

Yes. NOVAtime 5000 supports the City's environment described above. Please see the

If the City chooses to utilize the SaaS (vendor hosted) solution, no additional hardware or software is required from the City, aside from a standard web browser (i.e. Internet Explorer, Google Chrome, Mozilla Firefox, Safari).

The Successful Proposer shall work with the City IT staff on each networked installation to ensure that all networked services are installed and functioning properly.

Yes. NOVAtime's project team will work with the City's IT staff to ensure that the system is operating properly in the City's environment.

E. Equipment Uptime

Each device provided by the Successful Proposer(s) shall perform the intended functions, operate as specified in this RFP, and properly interface with the Solution application software as well as the City's ERP system. Solution must be functional and operational a minimum of 98% of the available work time averaged over a consecutive three-month period. Preventative maintenance time shall not be included in the minimum. Any component of the Solution that does not meet the 98% availability measurement for any three consecutive month periods shall be replaced by Successful Proposer with new equipment and or components.

Yes. NOVAtime data collection terminals are available to end users 24/7/365.

NOVAtime 5000 SaaS is available to end users 24/7/365. The system operates with an uptime over 99.9% and our servers and system operations are monitored at all times. The City will be notified by NOVAtime upon the detection of any downtime or service outages.

F. Remedial and Preventative Maintenance and Supplies

i. Successful Proposer shall provide preventative and remedial and preventative maintenance service to keep the equipment in good working order during City normal business hours of 7:00 A.M. through 6:00 P.M. excluding City holidays.

NOVAtime is committed to ongoing product development to ensure the longevity of the solution within any company. Typically, 2 major releases and 20-40 minor releases are developed each year. All customizations and rule configurations are maintained between version releases, so the City will never be required to retrofit custom settings. Additionally, the NOVAtime product philosophy focuses on integrating all custom functionality into the core product lines as major releases occur. This ensures that all customers maintain a single support/product roadmap and avoid being locked into varying product strategies that demand an increase in support requirements.

For NOVAtime 5000 SaaS our hosted solution, system updates are applied to the hosted database on a regular basis and will be automatically available, without requiring any labor or effort of the City's IT department. Most updates are accomplished via "live update," meaning clients still have access to the system, without experiencing downtime. There is a scheduled system maintenance/update that occurs on the first Saturday of each month, lasting only a few hours, during which clients will not have access to the system. However, employees may continue to punch in and out from their clocks during this update, and once the system is available, punches will be automatically updated to the system.

For NOVAtime 5000 STAR, NOVAtime's licensed product hosted on the City's servers, updates are released quarterly and are referred to as "upgrades." An upgrade document will be provided to the City's IT department to apply the changes, and the Professional Services team will assist with the upgrade at no charge. For licensed upgrades, the City will simply need to run the installation program and/or apply a few patch files to corresponding folders, and then reconnect the database.

It is important to note that NOVAtime will never discontinue or "sunset" a prior version of the software or the technical support for that version. Therefore, should the City choose to utilize NOVAtime 5000 STAR, you will never be forced to upgrade the system due to the current version no longer being supported. This gives you the option to retain any version and upgrade at any time.

ii. Successful Proposer shall perform on-call remedial maintenance on an as needed basis as determined by the City and/or as determined by the bio-metric clock diagnostics.

Yes. NOVAtime's Premium Support is our standard program included in your maintenance agreement and provides our customers with unlimited support (by phone, e-mail, or IM), a dedicated support representative, and a guaranteed response time of 30 minutes. All support of the NOVAtime software will be the responsibility of NOVAtime. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified NOVAtime technician, and a direct employee of NOVAtime.

NOVAtime's Gold Hardware Annual Maintenance Agreement (AMA) plan provides replacement equipment that will permanently take the place of a malfunctioning clock. The Gold AMA will ensure that you receive no additional costs for replacement of your hardware, reducing the total cost of ownership. NOVAtime will ship the replacement clock(s) within 24 hours of Support's confirmation of the malfunctioning hardware, and overnight shipping will be at no cost to you. Upon receiving the replacement equipment, the customer will simply ship the malfunctioning hardware to NOVAtime headquarters in Diamond Bar, California, where the devices will be inspected and repaired. The cost of shipments to NOVAtime, made by the customer, is not covered by the Gold AMA.

**Hardware repair is provided at no charge, given that the malfunction is inherent within the device. If the malfunction is caused by misuse or physical damage to the clock (such as dropping the device), a repair fee will be applied.

iii. Successful Proposers shall maintain inventory of spare clocks to be available to the City when City clocks are inoperable and repairs are necessary to keep the Solution operating.

Yes. NOVAtime will maintain an inventory of spare replacement clocks to be available to the City should they ever be needed.

iv. All maintenance shall be performed by factory-trained technicians.

Yes. All maintenance is performed by NOVAtime certified technicians who are employees of NOVAtime.

v. The Successful Proposer shall only use OEM replacement parts and authorized supplies in the repair of City System components.

Yes. NOVAtime will only use OEM replacement parts and authorized supplies in the repair of City system components.

G. Installation, Inspection, and Acceptance

The Successful Proposer will coordinate the installation phase with City IT staff. Upon completion of installation by Successful Proposer, the City shall utilize the Solution for thirty (30) days to determine that all functions operate in the City's environment without issue or failure. The Successful Proposer will be notified of all identified issues or failures.

Prior to final acceptance, if any component of the Solution (which includes the bio-metric clocks) does not perform to the satisfaction of City staff in accordance with the requirements stated in this RFP, the issue or failure shall be rectified by Successful Proposer at Successful Proposer's expense. The contract may be terminated if resolution of issues or failures is not resolved to the City's satisfaction. Upon Successful performance of the Solution during this thirty (30) day period, the Solution will be finally accepted as fully installed and operational.

NOVAtime agrees to the above requirements. For further details on the NOVAtime implementation, please see **Chapter 5: Proposal Response Requirements, E. Implementation Approach**.

H. User Training

The Successful Proposer shall provide a minimum of one, one-hour orientation and training for the end-user department staff on all functionality for the bio-metric clocks deployed into service at the City. A minimum two day session will be provided to demonstrate and train Finance/Payroll Department how to leverage the Solution software to run reports, review punches, and other functionality and capabilities. Training will be held at City specified locations in Delray Beach. Upon request by the City, Successful Proposer shall provide additional staff training, up to 20 hours per year, at no cost to the City.

Yes. NOVAtime understands that training provides the foundation for successful implementations and, therefore, training is leveraged heavily throughout the framework of the SurePath™ Implementation Methodology. An initial training plan template will be created during the implementation to identify user groups versus functional needs, as well as a plan for providing ongoing education services. During complex implementations, training activities typically run parallel with other task groups and stages throughout the life of the project. Current regular courses include the following. Custom training sessions may be set up if necessary.

- Introduction to the Solution: The introductory sessions allow various departments and lines of business to become familiar with functionality, IT requirements, and ongoing support. This training will take place at the City's facility, in order to accommodate demonstrations, and the course supports up to 25 end-users or administrators. These sessions are scheduled based on departmental functions (e.g. IT, payroll, etc.) and are intended to provide the framework necessary to begin working with the NOVAtime project team, without "ramp-up" time for key project members.
- Train the Trainer: Train the Trainer sessions usually take place across 2 days, focusing on specific functional areas for a group of users. The course is limited to 2-25 users per session, in order to maintain an ideal class size.   The methodology behind the "Train the Trainer" sessions aims to create graduates with the ability to act as a resource for their own department, training new users that come on post-implementation and also helping to re-train existing users.
- Web Training: These sessions are usually scheduled throughout the deployment as refresher courses. They are most often utilized near payroll parallel and testing timelines to cover tasks that are not generally completed on a daily basis, e.g. compiling payroll for processing. These sessions typically last 1-2 hours in length and participation may be limited to 25 users for ease of use in the virtual environment.
- Technical Training: This annual session is held for all technical personnel who are primary users of the system. The training will provide details covering updates in the structure of the software and interface language, as well as external software and hardware updates, ensuring that users are up to date on the most current technology offered by NOVAtime. During these annual sessions NOVAtime will discuss any system changes that have occurred and changes that will be taking place in the near future, if applicable. Mini-sessions may occur during the year, via webinars, as necessary.

NOVAtime will eliminate the need for the City's staff to travel to off-site training facilities, as the Project Team welcomes and encourages the use of customer site facilities to ensure deliverables and environmental consistency. All sessions can also be delivered using a combination of on-site and web-based training, if necessary, though NOVAtime has found that training is the most efficient when conducted in person.

Following implementation, NOVAtime's business model allows NOVAtime to provide unlimited online and remote training for as long as the City is a NOVAtime client. This is especially helpful if personnel changes occur, or if the City begin to use new features and functionality in your system. In the meantime, NOVAtime's "Train the Trainer" approach creates a network of knowledgeable individuals within your organization able to help other employees with day-to-day tasks and functionality of the system.

Additionally, NOVAtime provides a full range of documentation, including system manuals, quick reference guides, installation procedures, and a complete online resource library. Once the implementation is complete, the City's staff will be directed to the NOVAtime Support Department, which will provide ongoing support and education for your organization's use.

I. Reporting

Successful Proposer shall provide quarterly electronic service reports in Microsoft Excel® by the 15th of month following the end of each quarter, to the City to include at a minimum:

- *Equipment ID No., Serial No., Make, Model and location of all bio-metric clocks*

- *Average service response time for any service calls during the reporting period*

- *Percentage of operational up-time of the Solution during the reporting period*

- *Average number of service calls per month during the reporting period*

- *Average days between failures during the reporting period*

- *Average downtime and uptime during the reporting period*

- *Average response time during the reporting period*

- *Average on-site response time during the reporting period*

- *Average repair times after receiving original request for maintenance during the reporting period*

Yes. NOVAtime can provide all of the above once a quarter or as required.

J. Data Security

The City is required to comply with local, State and federal privacy statutes regarding data. For this reason, the City must have the ability to clear document data from non-volatile memory such as hard drives, solid state memory, and other sources on a regular basis and especially before a device/machine is to be removed from City service.

Successful Proposer must ensure that any City Solution component is not removed before data is cleared from the memory. This can be accomplished by (1) deleting the data; (2) removing the hard drive before the component leaves the premises; or (3) data may be deleted on an ongoing basis by configuring the machine to delete and overwrite the images after they are no longer required. The data overwrite is the City preferred method as the images will not be kept at all and will therefore not raise security concerns.

Regardless of the method used, all clocks must come into the City with some sort of security. The City's Network Security Standards state that any Successful Proposer that comes into possession of City data must act as an extension of the City and handle it in a confidential manner. In this case, the Successful Proposer must notify the City immediately if it is in possession of City data and not share the data with anyone. In addition, the City Network Security Standards require that all wireless devices have all security features turned on and device/machines fitted with wireless capabilities must be locked down to ensure the confidentiality of the data being transmitted to and from the machine and any data that may be in memory.

Prior to de-installation of any bio-metric clock within the City, the Successful Proposer shall remove cached punch, bio-metric or employee ID information from each bio-metric clock memory at no charge to the City. The Successful Proposer, at a minimum, will provide a form indicating a data security device has been installed on the clock. The Successful Proposer must also provide a third party certificate verifying the data security device removes any data stored on the bio-metric clocks.

Yes. Deletion of data from the time clocks can be accomplished by the City at any time by performing a factory restore on the device(s).

Furthermore, NOVAtime time clocks come with data security devices in place. All NOVAtime time collection devices are tamper proof. Structurally, the devices contain mounting brackets and wall plates and are physically locked with keys to prevent internal access to the device. Devices can also be mounted within permanent enclosures to further protect against user tampering. To access the interior of any device, the unit would need to be unlocked as well as dismounted from the wall mounting kit.

Within the software itself, NOVAtime 5000 features several layers of security. The system requires connections from the internet to use 256-bit SSL protocol (https://), providing authenticity of our site and ensuring privacy and data integrity through encryption. Firewalls and intrusion-prevention systems are deployed, as well, in order to prevent unauthorized access.

Chapter 6: Evidence of Insurance, Professional Licenses, and Certificates

Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award. Submit a copy of all Licenses, Certificates, Registrations, and Permits required to perform the work that Proposer and/or its staff possess.

Please see the below documents on the following pages:

- Certificate of Insurance

ACORD® CERTIFICATE OF LIABILITY INSURANCE

	DATE (MM/DD/YYYY)
	12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Angela Aguilar		
inTouch Insurance Services	PHONE (A/C, No, Ext): 818-464-4444		FAX (A/C, No): 888-543-1210	
16461 Sherman Way Suite 350	E-MAIL ADDRESS: angelaa@intouchis.com			
Lake Balboa, CA 91406	INSURER(S) AFFORDING COVERAGE			NAIC #
License #: 0H55923	INSURER A : CNA Inc.			
INSURED	INSURER B : The Hartford			
NOVAtime Technology, Inc.	INSURER C :			
1440 Bridgegate Dr., Suite 300	INSURER D :			
Diamond Bar, CA 91765	INSURER E :			
	INSURER F :			

COVERAGES   CERTIFICATE NUMBER: 00000000-47299   REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY			4024344705	12/18/2015	12/18/2016	EACH OCCURRENCE	$ 2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
								MED EXP (Any one person)	$ 10,000
								PERSONAL & ADV INJURY	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
		OTHER:							$
A		AUTOMOBILE LIABILITY			4024344705	12/18/2015	12/18/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	$
		ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
									$
A	X	UMBRELLA LIAB X OCCUR			4024345904	12/18/2015	12/18/2016	EACH OCCURRENCE	$ 3,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
		DED RETENTION $							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A		57WECDE0135	04/07/2015	04/07/2016	X PER STATUTE OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as an additional insured in respects to the operations of the named insured.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	(signature) (AAG)

ACORD 25 (2014/01)   The ACORD name and logo are registered marks of ACORD

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Additional Information

The following pages contain information that may be useful in your evaluation of NOVAtime as a suitable provider of your Workforce Management solution. The subjects listed below are detailed in the following pages.

- "Software for Life" Business Model
- Customer Server Requirements
- Real Software as a Service
- Previous Experience

"Software for Life" Business Model

A major challenge faced by public sector organizations is the issue of having to request additional funding for upgrades, training, etc. for workforce management or IT initiatives. NOVAtime has developed a business model that takes this into account and eliminates the need for additional funding requests. This commitment is furthered by NOVAtime's position as the only workforce management solution provider listed on the federal government's Cloud Computing/GSA procurement schedule.

NOVAtime delivers a budget-conscious purchasing model that can be adjusted to accommodate the City's purchasing procedures and requirements. The solution will also improve processes and reduce operating costs, payroll workload, and processing requirements, all while creating efficient, accurate labor forecasts and quick employee payment. With these characteristics combined, NOVAtime 5000 will provide the City with optimal cost savings and a quick ROI.

Standard Solution Pricing

The price of the standard NOVAtime 5000 solution is reasonable and affordable, and the system consists of fully integrated modules that are all included in this initial cost. The standard NOVAtime 5000 solution features time/attendance tracking, web services, scheduling, and HR/Payroll interfaces, to name a few. Additionally, NOVAtime's pricing is based simply on active employee enrollment. This means there will be no guidelines for license distribution between supervisors and users, and the City will only pay for the number of employees that are actively being processed to payroll.

Fixed Implementation Cost

NOVAtime charges a low fixed cost for implementation, installation, training, and project management. This takes into account _all_ of the City's facilities, regardless of the number of locations. Additionally, the cost is _not_ limited to a fixed set of services. In the event that NOVAtime has underestimated the effort involved in implementing your system, the City will not be charged additional fees—NOVAtime will absorb the difference, providing the solution at a true fixed cost. The fixed price guarantees a project executed completely, on-time, on-budget, and to the City's satisfaction.

No Upgrade Fees

NOVAtime provides free upgrades and will provide upgrade implementation services at no cost as well. Whether it is a major release or a minor update, the City will not be charged to keep up with the latest solution features.

Dedicated Maintenance & Support Services

NOVAtime's Annual Maintenance Programs are offered at low, competitive rates, and NOVAtime guarantees that these charges will not increase by more than 5% per year. NOVAtime offers outstanding support by technicians who care about their customers and maintain familiarity with customer accounts.

On-Site Training

NOVAtime provides on-site training that will be tailored to the City's user requirements, shortening total implementation time through efficient best practices that reduce the time required to complete training. Additionally, on-site training eliminates the hassle and stress of having to schedule user training around off-site class availability, and staff members will benefit by being trained in a familiar environment, without the need for the City to book reservations and make travel arrangements.

Faster Implementation = Faster ROI

NOVAtime stays true to the primary reason for your workforce management initiatives. The implementation is geared towards cost savings for the City, and NOVAtime understands that the sooner the solution is ready for use, the sooner your organization can accrue savings.

Customer Server Requirements – Licensed Model

Implementation of the NOVAtime 5000 STAR solution within a government or enterprise environment requires careful planning and proper preparation of the infrastructure environment. NOVAtime has developed best-practice implementation processes and recommends the following server and network architecture to facilitate long-term success of NOVAtime 5000.

The recommendations, provided below, outlines the physical characteristics that will ensure proper functionality and reliability within each core architecture layer. The application and web tiers may be consolidated based on organizational size and performance requirements.

Function	Hardware	Software OS	Software	Quantity (initial for Production)	Configuration Remarks
Frontend – Web + NEWS	RAM: 4 Gigs Processor – 6 Core Intel Xeon Hard Disks - 2x146G 15K 3.5" SAS	Windows 2012 R2 STD x64 .NET Framework 4.5.1	Microsoft IIS 8 with SMTP component, or available SMTP relay;	One	RAID1 or one disk as cold spare with a ready-to-go image
Middle Tier - Application	RAM: 16 Gigs Processor – 2x 12 Core Intel Xeon Hard Disks- 2x146G 15K 3.5" SAS	Windows 2012 R2 STD x64 .NET Framework 4.5.1	NOVAtime 4000 services: Calculation, Report, Notification, Task Scheduler	One	RAID1 or one disk as cold spare with a ready-to-go image
Backend - Database Server	RAM: 8 Gigs Processor – 2x 6 Core Intel Xeon	Windows 2012 R2 STD x64	Microsoft SQL STD 2008 R2 x64	One	System Partition: RAID1 (SAS 73G 15k rpm drives) Data Partition: recommended RAID5 with hot spare [500 Gigs is sufficient]
Load Balancer (Optional)	Microsoft NLB service, A10 Thunder, F5 BigIP	N/A		One (see 1 in Configuration Remarks)	1. Min. Active-Standby mode for fault-tolerance. 2. Support sticky / persistent web clusters 3. Support SSL termination (if encryption is needed)

Notes
1) A Multi-Tiered architecture (Frontend, Middle Tier, and Backend) is strongly recommended.
2) If fault-tolerance and/or load balancing is desired—at the Frontend tier and/or Middle tier—a load balancer will be needed with an initial quantity of TWO servers at each tier.
3) If fault-tolerance and/or load balancing is desired at the SQL tier, increase the Quantity of SQL server to Two or more. If SAN is available, the data can take advantage of the SAN too.
4) NOVAtime components can run on virtual servers, the key is to have the virtual server meeting the CPU and memory requirements below, and have 50G Bytes disk partition.

Real Software as a Service – Hosted Model

In keeping up with the latest technology, NOVAtime Technology, Inc. expanded into Software as a Service (SaaS) in March 2007. NOVAtime takes pride in being a provider of a *real* SaaS solution, a commitment that is validated by NOVAtime's position as the only Workforce Management provider listed on the federal government's Cloud Computing/GSA procurement schedule.

For a general buyer/user, and even some software vendors, there may be uncertainties regarding what constitutes a real SaaS product. SaaS is often misunderstood, and organizations might avoid using SaaS applications because of misinterpretation of the functionality and security that SaaS offers. NOVAtime is happy to provide the following detailed information to facilitate a full understanding of real SaaS for the City.

Definition of SaaS

SaaS is a method of software delivery that will provide NOVAtime 5000 to the City through the Cloud, meaning the solution can be accessed through the internet at any time. The SaaS solution is hosted by NOVAtime in an off-site data center, as opposed to being implemented on-premise in the City's own environment (NOVAtime 5000 STAR), eliminating the cost of hardware provisions and system maintenance. Because NOVAtime 5000 SaaS is hosted through the NOVAtime data center, the server environment and all maintenance is provided by NOVAtime.

Additionally, a real SaaS solution is hosted in a multi-tenant architecture. This means that NOVAtime 5000 SaaS is provided to all clients through a single codebase on the same IT infrastructure. Since all SaaS clients are deployed on one version of the software, each tenant benefits from any software development and support. All updates applied to NOVAtime 5000 SaaS are automatically available to all SaaS users, creating optimal efficiency in updates, maintenance, and customization.

Multi-tenancy is a key factor to a real SaaS solution because it allows each client to have access to the most up-to-date application, automatically—and more importantly, without requiring any labor of your own IT department. The SaaS solution also offers security, availability, and scalability that the City can trust.

Maximum Data Center Security

- The hosted data center is SSAE16 SOC1 Type II compliant.
- Data center facilities have 24/7 video surveillance, security personnel, and strict security policies.
- All connections are secured with 256-bit SSL encryption to ensure data protection.
- Layers of firewall and Intrusion Prevention System (IPS) are deployed to control access and protect the solution from exploitation.
- Multi-tenancy provides security "walls" that isolate and protect each client from inadvertent access by other clients (data can never be unintentionally stored or accessed in another tenant, and each tenant requires unique authentication from the application).

High Availability

- The solution is engineered with redundancy in all significant layers, from power to hardware components.
- Connections to multiple tier-1 backbone providers, as well as the use of Border Gateway Protocol (BGP) technology, enable greater "up-time" for internet connectivity.
- Fast and reliable data recoverability is provided with disk-to-disk multi-site backups.
- The solution is architected to work with flexibility on a multi-tiered model. This innovation allows the system to run in a load-balanced configuration in any tier. NOVAtime has a cluster of servers in each appropriate tier and, with a hardware load balancer, high performance and availability is achieved in every tier.

True Scalability

- NOVAtime 5000 SaaS is designed on a multi-tenant architecture, enabling fast deployment and true scalability to facilitate the growth of all customers.
- Network provisioning allows the system to burst all the way up to LAN speed to accommodate any increase in network traffic. The multi-tier software architecture and cluster design allows server capacity to be added on-demand at the precise tier, without interrupting service.
- NOVAtime comprehensively monitors utilization trends, from network bandwidth to system resources, and will add capacity long before it is needed.

Previous Experience

NOVAtime has demonstrated experience and ability in working with customers similar to the City in size and scope. The flexibility of the NOVAtime solution provides base features including:

- Timesheet data entry
- Remote data collection
- Workflow approval levels
- Exception-based notifications
- Labor transfers / allocation
- Flexible reporting engine / predefined templates

Advanced functionality and capabilities of the NOVAtime system include:

- Highly integrated solution to 3rd party solutions via flat file (batch) interfaces and real-time web services.
- Ability to map data from wide variety of platforms (SAP, SubFinder, etc.).
- Scalable Microsoft platform with ability to integrate to LDAP / Microsoft Active Directory.

NOVAtime's Professional Services team will work closely with the City to identify the standardization and centralization of processes. All processes bring about technical challenges such as training, adoption, compliance, etc., and all of these items will be addressed via a detailed, in-depth planning stage with the City.

NOVAtime is confident that the requirements identified within this RFP are similar to several prior engagements in terms of size and deliverables. The following list of customers provides a sampling of such projects:

Cook County, IL – Clerk's Office (500ee – Lawson)
NOVAtime installed and implemented the Time and Attendance / Workforce Management solution for the offices of the County Clerk (Dale Orr). Cook County now utilizes palm biometric devices in a number of these offices. The project was completed on time, on budget, and to customer satisfaction.

California State University (2,500ee – SunGard BiTech)
NOVAtime installed and implemented the Time and Attendance / Workforce Management solution throughout the University. Performance has met or exceeded customer's expectations, and the project is expected to reach 4,000 employees.

Charter Schools Administration, MI (800ee – ADP)
NOVAtime installed and implemented the Time and Attendance / Workforce Management solution throughout the School District. All support calls have been handled to customer's satisfaction.

Riverview Garden School District, MO (900ee – Oracle)
NOVAtime installed and implemented the Time and Attendance / Workforce Management solution throughout the School District. The project was completed on time, on budget, and to customer satisfaction. Cost control methods are in accordance with NOVAtime's SurePath Methodology for Implementation that utilizes Change Controls, Quality Assurance, and Virtual training as necessary.

City of Kansas City, MO (10,000+ ee – PeopleSoft)
NOVAtime installed and implemented the Time and Attendance / Workforce Management solution throughout the County in multiple stages. The final number of employees on the system is scheduled to be 11,500 upon completion. NOTE: There is a Co-operative purchasing agreement in place that allows other entities to purchase based on the pricing set forth in this RFP win.

City of Miami Beach, FL (1,350ee – Tyler: Eden)
NOVAtime installed and implemented the Time and Attendance / Workforce Management solution throughout the City. The implementation began with Public Works and staged out to other departments including, Parks Maintenance, Parks and Recreation, Sanitation, Fleet Maintenance, and Property Management.

Warren County, NY (1,000ee - New World Systems/LOGOS)
NOVAtime installed and implemented NOVAtime's Time and Attendance / Workforce Management Software throughout the County.