

# NOVAtime Technology, Inc.

NOVAtime Technology, Inc – CONTRACT

Customer Information		Shipping Information	
Company:	City of West Allis	Company:	SAME
Address:		Address:	
City, State, ZIP	West Allis, Wisconsin	City, State, ZIP	
Contact:	Gene Baietto@westalliswi.gov	Contact:	
Phone:		Phone:	
Fax:		Fax:	

Description	Total	
<b>Software</b>		
NOVAtime 4000 Suite - 650 Employees	\$26,000.00	
-User Accounts	Included	
-NEWS - Employee Self Service	Included	
-Payroll Interface	Included	
-Employee Benefit Tracking	Included	
-NOVAtime Leave Management	Included	
-NOVAtime 4000 Base Scheduling	Included	
-Interface	Included	
<i>Software Discount</i>	-\$2,600.00	
<b>Software Total</b>	<b>\$23,400.00</b>	
<b>Qty Hardware</b>		
11 NT450 FP - Fingerprint Ethernet Clock	\$20,350.00	
<i>Hardware Discount</i>	-\$2,035.00	
<b>Hardware Total</b>	<b>\$18,315.00</b>	
<b>Services</b>		
Implementation Services	\$9,500.00	
Discovery Survey	\$2,500.00	
SunGard Interface	\$5,000.00	
<b>Total Services</b>	<b>\$17,000.00</b>	
<b>Maintenance and Support</b>		
Annual Maintenance SW - 1 Year	\$5,200.00	
11 Annual Maintenance HW - Bronze - 1 Year	\$1,017.50	
<b>Annual Fees</b>	<b>\$6,217.50</b>	
<p>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").</p> <p>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 &amp; Conditions attached hereto.</p>	<b>Sub Total</b>	<b>\$64,932.00</b>
	Shipping & Handling	TBD
	Sales Tax	TBD
	<b>Total Purchase Price</b>	<b>\$64,932.00</b>
	Initial Installment	\$32,466.00
	Purchase Price Balance	\$32,466.00

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:** City of West Allis, WI  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# NOVAtime Technology Terms & Conditions – NOVAtime 4000 Star

## Article I – Terms of Sale

1. **Corporate Approval.** All orders are subject to the approval of the NOVAtime Technology Inc. ("NOVAtime") Corporate Office in California and are non-cancelable.
  2. **Terms of Payment.** Fifty percent (50%) of the Purchase Price shall be paid at the time Customer signs this Agreement. The remaining balance of the Purchase Price Balance shall be due within 30 days of the Products shipping date or 30 days after installation of the Products, or, in any event, no later than 90 days from the date of this Agreement executed by both Customer and NOVAtime.
  3. **Title and Delivery.**
    - a. All products will be delivered by NOVAtime F.O.B. NOVAtime's warehouse.
    - 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 fifteen percent (15%) 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 to and from NOVAtime if the defect is covered by warranty, otherwise Customer shall pay shipment and repair costs.
    - 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.

## Article II – Software License

1. **Software License.** 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. **Prohibited Acts and Uses.** 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. **Additional Restrictions Relating to Third Party Software.** 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. **Proprietary Protection of Software.** 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. **Other.**
  - 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

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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, re-export 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.

## 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 Plan" or "Bronze Plan"), 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. 1255 Corporate Center Drive, Monterey Park, CA 91754.
- 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.

## 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. 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. Optional Training.** 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. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 2. Modification.** 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. Notice.** 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.
- 4. Invalidity.** 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. Entire Agreement.** 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. Attorneys' Fees.** In the event any litigation or arbitration between the parties arises out of or results in connection with this Agreement, the prevailing party

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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.

8. Jurisdiction & Venue. 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.

7. Currency. All monetary amounts referenced herein are U.S. Dollars.

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: \_\_\_\_\_

## ADDENDUM TO NOVAtime AGREEMENT

This Addendum to NOVAtime Agreement (this "Addendum") is entered into as of \_\_\_\_\_ by and between NOVAtime Technology Inc. and City of Owensboro, KY\_ ("Customer") and amends the NOVAtime Agreement entered into by and between NOVAtime and Customer dated \_\_\_\_\_. Except as expressly set forth herein, the NOVAtime Agreement remains in full force and effect without amendment or modification.

### Article I

Number 3a will now read:

All products will be delivered by NOVAtime F.O.B. destination.

Number 5 will now read:

Restocking Fee. If any portion or all of the entire Product order is returned to NOVAtime without the consent of NOVAtime and a provided RMA number, Customer agrees to pay a restocking fee equal to fifteen percent (15%) of the Purchase Price of such Products.

Number 7 will now read:

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 installation or 1 year from purchase (the "Warranty Period").

Number 8 will be replaced with the following:

Indemnification - NOVAtime agrees to protect, defend, indemnify and hold Customer, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the contract or the performance hereof by the NOVAtime or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

NOVAtime further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that NOVAtime was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

NOVAtime agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by NOVAtime's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors or anyone for whom NOVAtime is legally liable.

Customer shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend NOVAtime, its officers, employees against any all liability, loss, costs, damages, expenses, claims and actions, including reasonable attorney's fees which NOVAtime, its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Customer, its agents, obligations pursuant to this agreement. It is understood and agreed that the parties liability shall be limited by the total value of this contract. In addition, the Customer does not waive its right to claim applicable defenses or immunities to which it may be entitled under state or federal law.

#### **Article IV**

Number one will be amended to include

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.

#### **Article V**

Number one will be amended to read

Required Training. Within 10 days after the installation of software, NOVAtime shall provide training, or a training plan with mutually agreed upon dates, 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.

**Article VI – Miscellaneous**

Numbers 1 and 8 of Article VI are deleted and the following is substituted: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts

Number 5 will now read:

Entire Agreement. This Agreement, along with the attached Proposal and NOVAtime response to said Proposal is the complete statement of the parties obligations and responsibilities to each other and supersedes any other representation or communication by or on behalf of the parties regarding this subject matter.

Number 6:

Replace “reasonable” with “statutory”

Should the client choose to purchase Advanced Scheduling functionality at a later date, it can be purchased in a minimum of 500 licenses, with a cost of \$15.00 per employee. Additional Implementation charges will be due at a cost of \$8.00 per employee at the beginning of the project and Annual Maintenance will be charged at \$3.00 per employee annually..

IN WITNESS WHEREOF, the parties have executed this Addendum to NOVAtime Agreement effective as of the date first set forth above.

NOVAtime Technology Inc.

CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_