

AN ORDINANCE WAIVING FORMAL BIDDING REQUIREMENTS FOR THE ACQUISITION OF SCHEDULING AND TIMEKEEPING SOFTWARE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE PROPOSAL OF NOVATIME; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (“the City”) entered into a contract for its scheduling and timekeeping software in 2015 (authorized by Ordinance No. 8702 adopted January 12, 2015); and

WHEREAS, the software purchased from ExecuTime has failed to perform as promised or expected; and

WHEREAS, because of the multiple problems encountered with the current software, including advanced scheduling for public safety departments, data entry for time keeping, maintenance of employee information, and reporting available, there is a need to acquire new and enhanced scheduling, timekeeping and time entry software that better meets the City’s needs; and

WHEREAS, NOVAtime has presented a proposal for the new software which is more user friendly in assisting every City department with scheduling, timekeeping and time entry and that will eventually flow to payroll; and

WHEREAS, it is in the best interests of the City and its residents that upgraded timekeeping and scheduling software be purchased from NOVAtime as shown on the proposal attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the acquisition of time, attendance and scheduling software for all City departments which will interface with the City’s BS&A accounting software.

SECTION 2: That the Mayor, or his designee, is hereby authorized to accept the proposal of NOVAtime for Time & Attendance and Advanced Scheduling and enter into a Purchase and Licensing Agreement, being substantially similar to Exhibit A attached hereto. The City Attorney will review and approve all final agreements prior to execution thereof.

SECTION 3: That the costs for the software are appropriated in the 2017 Budget from existing appropriation and the 2018 Budget in the Utilities Accounting Fund.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5: That the provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 6: It is hereby found and determined that there is an immediate need to upgrade the timekeeping and scheduling software for the City of North Little Rock in order to maintain and improve City payroll records, and being necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:



Mayor Joe A. Smith *by AP*

Diane Whitbey, City Clerk

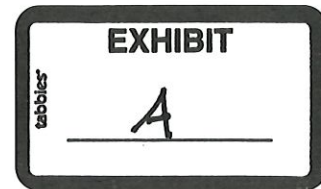
APPROVED AS TO FORM:



Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED <u>11:21</u> A.M. _____ P.M.
By <u>City Atty Amy fields</u>
DATE <u>12-05-17</u>
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas
RECEIVED BY <u>R. Thomas</u>



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

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

Qty	Description	Unit Price	Amount	
1000	Novatime 5000 SaaS Licenses	\$2.10/ee/mo	\$25,200.00	(Annually)
1000	FMLA Case Tracking Module	\$.70/ee/mo	\$8,400.00	(Annually)
400	Advanced Scheduling	\$2.45/ee/mo	\$11,760.00	(Annually)
14	NT7000 Biometric Terminal	\$2,061.00	\$28,854.00	
1	NT7000 HID Proximity	\$2,061.00	\$2,061.00	
1	Implementation / Training	\$28,920.00	\$28,920.00	
1	Annual Software Maintenance	Included	Included	
1	Annual Hardware Maintenance	\$4,425/yr	1st Year Free	

- A. Pursuant to the NOVAtime Master SaaS Agreement attached hereto identified as Addendum "A" and made a part hereof by this reference (the "SaaS Agreement"), and per Section V thereof, NTI (as defined in the SaaS Agreement) grants a limited license to Customer (as defined in the SaaS Agreement) and Customer agrees to abide by and is subject to the SaaS Agreement and all applicable Schedules, Addendums, and Exhibits attached thereto or referenced therein, if any, in connection with Customer's (and Customer Employees') use of the herein described software (the "Software"); and to acquire the herein associated described hardware and equipment collectively (the "Hardware") and services as described further herein (the Software and the Hardware are collectively referred to herein as the "Products").
- B. Customer agrees that the acquisition and/or license(s): (i) of the Products; (ii) support and maintenance for the Products; and (iii) and training in the use and operation of the Products; and (iv) financial obligations, and non-payment of customer obligations concerning the Products are governed by the SaaS Agreement.

Scope of Work

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

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

Product and Subscription Term / Renewal Fees

Product: NOVAtime Software as a Service
Contract Subscription Term: 5 Years
Annual Renewal Fee(s):
 □ Years 2 - 5: \$49,785.00

Effective Date: Date of Contract Execution
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
BS&A Interface Testing/Certification	
Solomon Dynamics Interface Testing/Certification	

Web Delivery of 1000 NOVAtime Employee Licenses

Web Delivery of 1000 NOVAtime FMLA Case Tracking Licenses

Web Delivery of 400 NOVAtime Advanced Scheduling Manager Licenses

14 NT7000 Biometric Clocks and 1 NT7000 HID Proximity clocks will be delivered



NOVAtime SaaS Software

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

NT7000 Terminals

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

Phase 2 - Implementation / System Delivery

Software Installation / Environment
Terminal Installation Assistance
IT Environmental Testing and Certification
Train Administrator
Train the Trainers
System Operations Follow-up
Training Plan Development & Delivery

Testing
Program Terminals
Train Payroll/HR Departments
Train IT Personnel
Training Follow-up
System signoff

Phase 3 - Post-Implementation

System Operations Group Discussion
Implement Maintenance
Implement Other Schedules

On-Going Training Schedule Deployment
Final System Review
PIER (Post Implementation Evaluation Report)

Ongoing Software Support During Subscription Period

1. Services Provided by NTI. Provided that Customer has paid the required fees for Software support, NTI agrees to provide the following support services in connection with all Software components of the Products purchased hereunder after the Warranty Period:
 - a. Unlimited telephone support for single point of contact and/or system administrator is provided through our Premium Support including 24 hours a day, 7 days a week.
 - b. On-line support during normal business hours (Customer is required to have Internet Access).
 - c. Support services to the Core NOVAtime System, including the Software Maintenance and Support Program (“Service Agreement”), as set forth in Addendum “B” attached hereto and made a part hereof by this reference, as well as the add-on modules that Customer will be provided (which are the Advanced Scheduling Manager (ASM) module, and the FMLA/Leave Management module). The NTI services also cover the Customer’s time clocks. This support/service is provided and made available to Customer 24 hours a day, 7 days a week.
 - d. Provision to Customer at no additional charge of all Software updates and new versions applicable to the installed modules.
 - e. NTI will provide support and maintenance with respect to Customer’s uptime while processing or engaging the system and reflecting NTI’s performance achievement of the Customer operations in the system pursuant to NTI’s Service Level Agreement (the “SLA”).
2. Customer Obligations. NTI retains and reserves the right, and Customer agrees to provide to and hereby consents for NTI, direct access upon notification from NTI that such access is necessary, to the NTI database and related applications.

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

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

Pricing Overview

Fixed, One-time Charges:

Software Customization	\$	N/A
Implementation Fee	\$	28,920.00

Hardware

14 NT7000FP	\$	28,854.00
1 NT7000 HID	\$	2,061.00

Total: One-time Charges \$ 59,835.00

Recurring, Annual Charges: NOVAtime 5000 SaaS

1000 Employees	\$2.10 per employee per month (Billed \$25,200 Annually)
1000 Employees (FMLA)	\$.70 per employee per month (Billed \$8,400 Annually)
400 Employees (ASM)	\$2.45 per employee per month (Billed \$11,760 Annually)
Annual Hardware Maintenance	\$4,425 Annually (1 st Year Included Free)
Variable Professional Services	TBD (See Table 1)

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

1. Corporate Approval. All orders, SOW, and Customer Transactions (defined in the SaaS Agreement) are subject to the approval of the NOVAtime Technology Inc. ("NTI") Corporate Office in California and are non-cancelable and non-refundable.
2. Title and Delivery.
 - a. All Products will be delivered by NTI to the City of North Little Rock.
 - b. NTI agrees to use commercially reasonable efforts to fill orders placed by Customer in accordance with Customer's requested delivery schedule for such Products.
 - c. NTI shall have no liability whatsoever for delays in delivery due to *force majeure* or causes beyond its control. See Section XXII of the SaaS Agreement for further provisions.
3. Restocking Fee. Customer agrees that if any portion or the entirety of the Product ordered is returned to NTI, with or without NTI's prior consent, Customer shall pay a restocking fee equal to twenty percent (20%) of the Purchase Price of such returned Product(s) in addition to Customer's obligation to pay the entirety of the Product ordered as the same are non-cancelable and non-refundable.
4. Warranty. Subject to Section XIII of the SaaS Agreement, NTI warrants that all NTI Products shall be free from defects in materials and workmanship for a period of ninety (90) days from the date of installation and all Products shall be free of defects for a period of one year (365 days) from date of acquisition (the "Warranty Period"). This warranty is extended to the original Customer only and is subject to all the conditions and limitations, in addition to Section XIII of the SaaS Agreement, as follows:

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

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

- (i) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering unusual physical or electrical stress or causes other than normal and intended use (including modification or replacement of any NTI components on any boards supplied with the Products or any use that is inconsistent with any user documentation);
- (ii) Failure of the Customer to provide and maintain a suitable installation and maintenance environment for the Products; (iii) Malfunctions resulting from the use of non-NTI approved supplies with the Product; or (iv) Any defect not promptly communicated in writing to NTI prior to the expiration of the Warranty Period. No representation or other affirmation of fact including, but not limited to, statements regarding capacity, suitability for use or performance of the Product(s) shall be or deemed to be a warranty or representation by NTI for any purpose whatsoever or impose any NTI liability or obligation whatsoever. Further, this Warranty does not cover or apply to batteries, bar code wands, bulbs, distribution boxes, light bulbs, or third party software contained in, or associated with, the Products, the same of which are provided by NTI to Customer in "AS IS" condition without any warranty, expressed or implied.

Billing Overview

NTI invoicing will be as follows:

- Year 1:** \$105,195.00
 - \$28,920.00 Due Upon Contract Execution
 - \$44,716.50 Due 30 Days from Date of Execution
 - \$21,039.00 Due 45 Days from Date of Execution
 - \$10,519.50 Due 90 Days from Date of Execution

- Year 2:** \$49,785.00
 - \$49,785.00 Due January 15th 2019

- Year 3:** \$49,785.00
 - \$49,785.00 Due January 15th 2020

- Year 4:** \$49,785.00
 - \$49,785.00 Due January 15th 2021

- Year 5:** \$49,785.00
 - \$49,785.00 Due January 15th 2022

Payment Terms - Detail

- **Initial Deposit:** Initial payment shall be for the entire Implementation Fee **\$28,920.00** NTI has agreed to begin implementation while this initial deposit is pending. However, should the City of North Little Rock choose to cancel this project at any time prior to the delivery of the initial deposit, the City of North Little Rock commits to the mandatory delivery of this fee.
- **Remaining Year 1 Balance:** Outside of the initial deposit, the 2nd payment of **\$44,716.50** is due 30 days after the date of execution, the 3rd payment of **\$21,039.00** is due 45 days after the date of contract execution. The 4th and final payment for year 1 of **\$10,519.50** is due 90 days from date of contract execution.
- **Renewal/Ongoing Fees - Years 2 through 5:** Reoccurring costs are guaranteed at the same rate in years 2 through 5. The cost is \$4,425 (Annual Hardware Maintenance) and \$45,360 (Annual Vendor Hosting Fee) for a grand total of \$49,785 per year.

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

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

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



SaaS Agreement.

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

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

NOVATIME TECHNOLOGY, INC.

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addendum A

NOVAtime Master SaaS Agreement

(Addendum to NOVAtime Purchase Agreement)

I. Parties

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

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

II. Purpose and Nature of SaaS Agreement

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

III. Documents Supporting SaaS Agreement

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



IV. Customer Transactions

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

V. NTI Licensing

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

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

- (a) The maximum number of Customer Employees authorized to access SaaS shall not exceed the number of NTI issued Customer Employee licenses (also sometimes referred to as “Subscriptions”). Customer has purchased 1000 licenses per the NPA;
- (b) If the Customer provides NTI Products (including Software) embedded in the Hardware, or designed for installation to a central processing unit, Customer must not and is prohibited from: (i) using such Products (Software) in connection with more than the number of Customer Employees allowed by NTI per the NPA, and (ii) using or sharing the License and Products (Software) with a greater number of Customer Employees (or a greater number of computers) than agreed per the NPA without paying in advance additional fees at NTI’s then current rates and all of which must be approved in advance by NTI, subject to NTI’s sole, subjective, unfettered discretion (collectively “NTI Discretion”).
- (c) If the Products (Software) is designed for installation on an individual Customer’s computer, the Products (Software) must not and is prohibited from being installed on more than the number of computers pre-approved by NTI.
- (d) Customer and Customer Employees must not and are prohibited from:
 - (i) sharing, using, or exploiting the limited grant of License(s) to more than one (1) individual Customer Employee [unless it is reassigned in its entirety to another authorized Customer Employee in which case the prior authorized Customer Employee rights (and rights to access) shall be terminated and cancelled];
 - (ii) licensing, selling, renting, leasing, transferring, assigning, gifting, distributing, displaying, outsourcing, disclosing, permitting timesharing or service bureau, or otherwise in any manner or fashion whatsoever privately, personally, commercially, donatively, charitably, or otherwise exploiting or making SaaS or the NTI SaaS Materials accessible or available to any non-Customer or non-authorized individual, company, or entity, except as approved in advance by NTI in writing, and such approval of which is at NTI Discretion;
 - (iii) disassembling/reassembling, reversing compiling, or reverse engineering all or any part or aspect of SaaS or NTI SaaS Materials, or access or use the SaaS or NTI SaaS Materials in order to construct, build, support, reinforce, or assist any person, firm, or entity, manufacturing, distributing, producing, selling, or supporting products, software, or services competitive or contrary to NTI or NTI’s economic interest;
 - (iv) copying, framing or mirroring, reproducing, duplicating, distributing, publishing/re-publishing, downloading, displaying, posting, disseminating, or transmitting all or any part or aspect of the SaaS or NTI SaaS Materials in any form, medium or by any other means whatsoever, including, but not limited to, electronic, mechanical, (photocopying, recording, etc.) or such other tangible, intangible, physical, electronic, or technological means, mode, or medium presently existing or which may in the future be innovated, developed or created;
 - (v) disclosing, publishing, communicating or disseminating any review, critique, assessment, analysis, dissection, or inspection of SaaS or NTI SaaS Materials including, but, not limited to, the results of any

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

- (e) Customer and Customer Employees, jointly and severally, agree, to and through maintaining appropriate administrative, physical, and technical safe guards, endeavor in every commercially reasonable and practicable effort to protect against and prevent unauthorized third party accessing to SaaS and NTI SaaS Materials. Customer acknowledges that: (i) NTI is the sole and exclusive owner of all rights, title, and interests in and to the License(s), NOVAtime Software Products, the source code for the NOVAtime Software, NTI SaaS Materials, and any NOVAtime user documentation, and (ii) any third party developers are the sole and exclusive owners of all rights, title, and interests in and to the third party software, the source code for the third party software, and any third party user documentation; and
- (f) Customer and Customer Employees, jointly and severally, recognize and agree that NTI, and as applicable its designated and authorized NTI licensors, retain all ownership and intellectual property rights and interests, including without limitations, all derivatives and improvements thereof, and all tangible and intangible rights thereof, in SaaS, NTI SaaS Materials, and SaaS Software and License(s).
- (g) If Customer or Customer Employees violate any part or aspect of this Section V, NTI, may, in NTI's Discretion, automatically and immediately suspend or terminate the License and all corresponding and associated rights and privileges thereto, and exercise all such other rights and remedies available or permitted to NTI at law and/or in equity.
- (h) NTI's Software and Licenses (and all copies) are protected by United States copyright and patent laws and international treaty provisions.
- (i) The parties hereto disclaim the application to this License of the United Nations 1980 Convention on Contracts for the International Sale of Goods.
- (j) During the term of this NPA SaaS Agreement and the companion grant of License and for three (3) years after termination of the License, Customer must maintain complete records regarding Customer's use of the NTI Software. Upon reasonable notice to Customer, NTI and/or a third party developer/licensor may audit, at NTI's or the third party developer's/licensor's expense (as applicable), Customer's books and records, the same of which must be made open and available to NTI or its designated agents to determine Customer's compliance hereunder. Third party developers/licensors and their suppliers are third party beneficiaries to this License in connection with Customer's use of third party software. This License per this NPA SaaS Agreement is therefore also enforceable by third party developers and their suppliers.
- (k) Customer shall comply with all laws and regulations applicable to the NTI Software, including export, reexport and foreign policy controls and restrictions, and shall take all necessary actions and precautions to ensure that Customer (and its Customer Employees) does not contravene such laws or regulations. Further, Customer agrees to and must comply with all applicable Federal and State employment and wage and hour laws, regulations, and orders as issued, promulgated, and enacted, currently and throughout the term of the NPA SaaS Agreement, by governmental agencies, legislatures, and judiciary (courts) (collectively "Employment Laws"). Customer is solely responsible to ensure that Customer's (and its employees) use of the NTI Products and services, including, without limitation, the SaaS Software and Materials, is fully obedient and compliant with all such Employment Laws. Further, Customer is solely responsible to verify, monitor, and review on a regular, periodic basis that Customer's (and its employees) use of the NTI Products and services, including, but not limited to, the SaaS Software and Materials, are currently compliant with all such Employment Laws. Customer covenants, must, and agrees to hold NTI harmless and to defend, indemnify, and protect NTI from and against any and all claims and lawsuits relating to Section V, and specifically Paragraph V(k) and as more fully set forth in Section XV hereof.