

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Commerce City, CO** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 10/1/15 to (end date) 9/30/20.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos® Financial Management Suite	18
2. Logos® Payroll & Human Resources Suite	11
3. Logos® Decision Support Software	3
4. Logos® eSuite	5
5. Logos® Site License	1

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
10/1/2015 to 9/30/2016	\$101,950	9/15/2015
10/1/2016 to 9/30/2017	\$105,010	9/15/2016
10/1/2017 to 9/30/2018	\$108,160	9/15/2017
10/1/2018 to 9/30/2019	\$112,490	9/15/2018
10/1/2019 to 9/30/2020	\$116,990	9/15/2019

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Commerce City, CO

Name: _____

Title: City Manager

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

Name: _____

Title: City Clerk

Date: _____

Name: _____

Title: City Attorney

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Commerce City, CO

Licensed Application Software

At April, 2015

1. Logos® Financial Management Suite

- Financial Management Base Suite .NET
 - General Ledger
 - Budget Management
 - Annual Budget Preparation
 - Accounts Payable
 - Revenue/Cash Receipting
- Purchasing Base .NET
- Bid and Quote Management .NET
- Project Accounting .NET
- Contract Accounting .NET
- Investment Tracking .NET
- Government (GASB) Reporting .NET
- Financial Management Report Writer .NET
- Grant Management .NET
- Asset Management .NET
- Misc. Billing & Receivables .NET
- PC Cash Register Interface .NET
- Debt Service .NET
- Bank Reconciliation .NET

2. Logos® Payroll & Human Resources Suite

- Human Resources Mgt. Base Suite .NET
 - Base
 - Payroll Processing
 - Personnel Management
 - Position Control
- Benefits Administration .NET
- Applicant Tracking .NET
- HR/Payroll Report Writer .NET
- Position Control .NET
- Position Budgeting .NET
- Employee Event Tracking .Net
- Personnel Action Processing .NET

3. Logos® Decision Support Software

- Finance Analytics .NET
- HR/Payroll Analytics .NET
- Decision Support Base Datamart

4. Logos® eSuite

- eSuite Base
- eBenefits Administration
- eRecruit
- eTime Sheets
- eEmployee

5. Logos® Site License

- Site License