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**NEW WORLD SYSTEMS CORPORATION  
STANDARD SOFTWARE MAINTENANCE AGREEMENT**

'95 SEP 22 P12:52

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Douglas County, Nevada (Customer) sets forth the standard software maintenance support services provided by New World;

BY *[Signature]* DEPUTY

**1. Service Period**

This SSMA shall remain in effect for a period of 3 (three) years from (start date) 07/01/95 to (end date) 06/30/98.

**2. Services Included**

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); and
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to Customer on magnetic media or other means, as appropriate. After installation, Customer shall return any magnetic media to New World.

Additional support services are available as requested by Customer using the then-current hourly rates or applicable fees. Exhibit B of your original License Agreement has a description of support services available.

**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 Exhibit B hourly fees plus reasonable expenses.

**4. Billing**

Maintenance costs will be billed annually as detailed on the following page. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from New World will be added to the SSMA as they are installed at Customer's location. 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.

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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 it 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) using Exhibit B Support Services.

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 IBM AS/400 Model 50

New World agrees to provide software maintenance at the costs listed below for the following New World Licensed Standard Software packages installed at Customer's location:

<u>Application Package</u>	<u>Number of Modules</u>
1. Financial Management	7
2. Utility Billing	1
3. Application Source Code	

See attached list for details.

**TOTAL LIST COST: \$ 94,000**

**ANNUAL MAINTENANCE COST: See below  
(3-Year Plan, billed annually on July 1)**

<u>For Period Selected</u>	<u>Annual Amount Billed</u>	<u>Annual Billing Date</u>
07/01/95 to 06/30/96	\$11,280	July 01, 1995
07/01/96 to 06/30/97	12,690	July 01, 1996
07/01/97 to 06/30/98	14,100	July 01, 1997

Note: Unless extended by New World, the above costs are available for 90 days after submission of the costs to Customer. After 90 days, New World may change the costs.

**ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.**

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8. Non-Funding Provision

In the event CUSTOMER does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the CUSTOMER shall have given NWS forty-five (45) days advance notice of the termination, and further provided that any other payments due to NWS are fully paid, and further provided, that NWS obligations and services under this SSMA shall also be terminated.

9. Terms and Conditions

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by Douglas County, Nevada (Customer) on 02/05/90.

ACCEPTED BY:

ACCEPTED BY:

Customer: Douglas County, Nevada

New World Systems Corporation

Name: Norm Starrett

Name: Henry D. Jewell

Title: Purchasing Agent

Title: President

Date: 8/8/95

Date: 8-14-95

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(Rev SSMA 03/95)

Douglas County, Nevada

DOUGLAS COUNTY, NEVADA

LICENSED STANDARD SOFTWARE

JULY 1995

1. Financial Management Software
  - General Ledger Module
  - Budgetary Accounting Module
  - Annual Budget Processing Module
  - Accounts Payable Module
  - Purchasing and Encumbrance Module
  - Revenue Accounting/Cash Receipts Module
  - Project/Grant Accounting Module
  
2. Utility Billing Software
  - Water and Sewer Module

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REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

95 SEP 22 P4:00

LINDA SLATER  
RECORDER

PAID Ka DEPUTY **CONFIDENTIAL**

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: September 22 1995  
B. Rhee Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol Mulloch Deputy

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