New World Systems®
The Public Sector Software Company

Document Number: MARI 15L1E

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

February 12, 2015

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this **Agreement**") is between **New World Systems® Corporation** ("**New World**"), a Michigan Corporation and the **City of Marina, CA,** ("**Customer**"). This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**.

The attached Exhibits include:

Exhibit AA.....	**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
Exhibit A	**LICENSED STANDARD SOFTWARE AND FEES**
Exhibit B.....	**IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit C	**STANDARD SOFTWARE MAINTENANCE AGREEMENT**
Exhibit D	**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
Exhibit E.....	**DEMONSTRATION SITE DISCOUNT**
Exhibit F.....	**DATA FILE CONVERSION ASSISTANCE**
Exhibit G	**INTENTIONALLY LEFT BLANK**
Exhibit H	**TRAVEL POLICY**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below 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.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: _____
Larry D. Leinweber, President

Date:_____

CITY OF MARINA, CALIFORNIA
(Customer)

By: _____
Authorized Signature **Title**

By: _____
Authorized Signature **Title**

Date: _____

The "Effective Date" of this **Agreement** is the latter of the two dates in the above signature block.

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. ***"Authorized Copies":***
   Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
   (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
   (ii) any additional copies made by **Customer** as authorized in subparagraph 1.2.
2. ***"An Authorized User/Workstation":***
   Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software**.**
3. ***"Computer":***
   The .NET Server(s) to be located at:
   City of Marina
   211 Hillcrest Avenue
   Marina, CA 93933
   Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. ***"Confidential Information"***:
   Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. ***"Customer Liaison":***
   A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. ***"Daily Rate":***
   As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of $1,120/day or $140/hour. The daily rate covers all hours worked by a **New World** employee per day on this project. The daily rate is protected for 24 months after the Effective Date.
7. ***"Delivery of Licensed Standard Software":***
   Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
8. ***"Installation of Licensed Standard Software":***
   Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
   (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
   (b) thirty (30) days after delivery of the Licensed Standard Software.
9. ***"Licensed Custom Software":***
   Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
10. ***"Licensed Documentation":***
    New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
11. ***"Licensed Products":***
    The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
12. ***"Licensed Software":***
    The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
13. ***"Licensed Standard Software":***
    The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
14. ***"SSMA":***
    The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
15. ***"Travel Expenses":***
    All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including, but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses as described in Exhibit H. Said Exhibit may be changed from time to time in the course of **New World's** regular business operations.
16. ***"Travel Time":***
    Actual **New World** employee travel time billed at the Hourly Rate of $140/hour, up to, but not exceeding, four (4) hours per each round trip relating to this project.
17. ***"Upgrades":***
    Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:

(i) Program libraries, either source or object code;
(ii) Operating control language;
(iii) Test data, sample files, or file layouts;
(iv) Program listings; and
(v) Licensed Documentation.

1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.

2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.

4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

4.3 **New World** represents that all services shall be provided with a reasonable standard of care, in a workmanlike and professional manner; and each of the human resources assigned to perform services for **Customer** shall be fully qualified, experienced, and technically trained and shall perform the services in a reasonably cost-efficient manner.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

(i) provide timely answers to **New World's** requests for information;

(ii) coordinate a mutually agreeable implementation and training schedule;

(iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;

(iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES

7.1 Compensation and Billing:

a) **Customer** hereby agrees to pay **New World** for services rendered the **Customer** pursuant to this **Agreement**, in accord with **New World's** Schedule of Fees shown on Exhibit AA**.**

b) **New World** shall submit to **Customer** an itemized invoice, prepared in a form satisfactory to **Customer**, describing its services and costs for the period covered by the invoice. Except as specifically authorized by **Customer**, **New World** shall not bill **Customer** for duplicate services performed by more than one person. **New World's** bills shall include the following information to which such services cost or pertain:

(1) A brief description of services performed;
(2) The date the services were performed;
(3) A brief description of any costs incurred; and
(4) **New World's** signature.

Any such invoices shall be in full accord with any and all applicable provisions of this **Agreement**. **Customer** shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if **New World** submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this **Agreement**, **Customer** shall not be obligated to process any payment to **New World** until thirty (30) days after a correct and complying invoice has been submitted by **New World**, **Customer** shall process undisputed portion immediately.

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.

7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 NON-RECRUITMENT OF PERSONNEL

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

(i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.

(ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;

(iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;

(iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 With the exception of claims brought pursuant to Section 16, **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the fees paid to **New World** up to the one time project cost described in Exhibit AA.

10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

13.1 **Workers' Compensation Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form**: **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than $1,000,000 on account for each accident; and in an amount not less than $1,000,000 for each accident for damage to property.

13.3 **Automobile Liability Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $1,000,000 for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed $1,000,000.

13.4 All insurance companies with the exception of "Worker's Compensation" affording coverage to **New World** shall be required to add the City of Marina, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this **Agreement** and that no other insurance affected by the **Customer** or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to **Customer**, its officers, employees or agents.

13.5 All insurance companies affording coverage to **New World** shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

13.6 All insurance companies affording coverage shall provide thirty (30) days written notice by certified or registered mail to the City of Marina should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

13.7 **New World** shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the **Customer's** City Attorney, concurrently with the submittal of this **Agreement**. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon **New World**, its agents or representatives" does not satisfy the requirements of this subsection. **New World** shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

13.8 **New World** shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by **New World** to provide such a substitution and extend the policy expiration date shall be considered default by **New World**. In the event **New World** is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, **New World** shall provide written confirmation of renewal, in a form satisfactory to the **Customer**, to act as proof of insurance only until such time as a certificate of insurance has been received by the **Customer**.

13.9 Maintenance of insurance by **New World** as specified in this **Agreement** shall in no way be interpreted as relieving **New World** of any responsibility whatever and **New World** may carry, at its own expense, such additional insurance as it deems necessary.

14.0 DISPUTE RESOLUTION PROCEDURE

14.1 Any dispute or controversy arising out of or relating to this **Agreement**, or breach thereof, shall be settled by the following procedure.

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), **New World** and **Customer** shall enter into a series of management meetings for the purpose of resolving the dispute or controversy through normal business management practices. The series of meetings, consisting of not less than three face-to-face meetings, must be held between upper-level managers of both **Customer** and **New World**. Both parties agree to put forth their best efforts in these meetings. The first meeting shall be held at **Customer's** offices and subsequent meetings will alternate between **New World** and **Customer's** offices. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute.

Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, **Customer** and **New World** shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former

employee of either party. The mediation shall be held at a mutually acceptable location.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in the United States District Court for the Northern District of California so long as subject matter jurisdiction is met. In the event subject matter jurisdiction is not met, either party may bring suit in a court of appropriate jurisdiction. .

14.2 Attorney's Fees: In case suit shall be brought to interpret or to enforce this **Agreement**, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. **Customer's** attorneys' fees, if awarded, shall be calculated at the market rate.

15.0 TERMINATION

15.1 **By Customer**: If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;

(iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;

(iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 **By New World**: If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement,** including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

(i) The termination notice shall define the reason for termination;

(ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;

(iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;

(iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

(v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.

15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 INDEMNIFICATION

16.1 **New World** assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any bodily injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and **New World's** agents, subcontractors, servants and employees, including losses, expenses

or damages sustained by the **Customer** and losses, expenses or damages to **New World** or **New World's** subcontractor's vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **Customer,** individually or collectively, and the officers, agents, servants and employees of the **Customer**, from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of, or caused by the sole negligence of the **Customer**, individually or collectively, or the officers, agents or employees of said **Customer.**

16.2 **New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement,** provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

17.0 NOTICES

17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.

17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

17.3 Written notices to the **Customer** hereunder shall, until further notice by **Customer**, be addressed to:

Finance Director
City of Marina
211 Hillcrest Avenue
Marina, California 93933

18.0 GENERAL

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of California and it shall be binding on the successors and assigns of the parties.

18.3 **No Waiver of Rights.** Waiver of a breach or default under this **Agreement** shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this **Agreement**. The failure to provide notice of any breach of this **Agreement** or failure to comply with any of the terms of this **Agreement** shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this **Agreement** shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the **Customer** of any one or more of the conditions of performance under this **Agreement** shall not be construed as waiver(s) of any other condition of performance under this **Agreement**.

18.4 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.5 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.

18.6 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

18.7 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

18.8 Acceptance of Work Not a Release: Acceptance by the **Customer** of the work to be performed under this **Agreement** does not operate as a release of **New World's** from professional responsibility for the work performed.

18.9 Access to Records: **New World** shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the **Customer** under this **Agreement** on file for at least four (4) years following the date of final payment to **New World** by **Customer**. Any duly authorized representative(s) of **Customer** shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during **New World's** usual and customary business hours. **New World** shall provide proper facilities to **Customer's** representative(s) for such access and inspection.

18.10 Assignment**:** It is recognized by the parties hereto that a substantial inducement to **Customer** for entering into this **Agreement** was, and is, the professional reputation and competence of **New World**. This **Agreement** is personal to **New World** and shall not be assigned by it without express written approval of the **Customer**.

18.11 Compliance with Laws, Rules, and Regulations**:** Services performed by **New World** pursuant to this **Agreement** shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18.12 Nondiscrimination: During the performance of this **Agreement**, **New World** shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. **New World** shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

18.13 Headings: The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this **Agreement**.

18.14 Non-Exclusive Agreement: This **Agreement** is non-exclusive and both **Customer** and **New World** expressly reserves the right to contract with other entities for the same or similar services.

18.15 Rights and Obligations: Under **Agreement**. By entering into this **Agreement**, the parties do not intend to create any obligations express or implied other than those set out herein; further, this **Agreement** shall not create any rights in any party not a signatory hereto.

18.16 Licenses: If a license of any kind, which term is intended to include evidence of registration, is required of **New World**, its representatives, agents or subcontractors by federal, state or local law, **New World** warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

18.17 Counterparts: This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

18.18 Legal Representation: Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this **Agreement** and the matters and claims set forth herein, and that each of them has read this **Agreement** and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this **Agreement** as an inducement to enter into this **Agreement**.

18.19 Joint Representation: The language of all parts of this **Agreement** shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the **Agreement**, or any part thereof, shall be applicable or invoked.

18.20 Warranty of Authority: Each party represents and warrants that it has the right, power, and authority to enter into this **Agreement**. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this **Agreement** for it, to enter into this **Agreement**.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, and Third Party Products

DESCRIPTION OF COST		COST
A. LICENSED STANDARD SOFTWARE as further described in Exhibit A		$87,750
1. Licensed Standard Software	$117,000	
2. Less Demonstration Site Discount	(29,250)	
B. IMPLEMENTATION SERVICES		113,300
1. PROJECT MANAGEMENT as further described in Exhibit B		
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B		
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B		
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B		
5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F		
ONE TIME PROJECT COST:		**$201,050**
C. TRAVEL EXPENSES (Estimate) – billed as incurred		$30,000
D. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C.		

PRICING ASSUMES CONTRACT EXECUTION BY FEBRUARY 27, 2015.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

	DESCRIPTION OF PAYMENT		**PAYMENT**
A.	LICENSED STANDARD SOFTWARE		$87,750
	1. Amount invoiced upon Effective Date (50%)	$43,875	
	2. Amount invoiced upon installation of Licensed Standard Software or sixty (60) days from Effective Date whichever occurs first (17%)	14,918	
	3. Amount invoiced on November 1, 2015 (33%)	28,957	
B.	IMPLEMENTATION SERVICES		113,300
	1. Amount invoiced upon **Customer** acceptance of written Implementation Plan	$25,500	
	2. Amount invoiced upon software installation and operation verification as defined in Exhibit B, Step 4	25,500	
	3. Amount invoiced upon Go-Live of Financial Management Base Suite	25,500	
	4. Amount invoiced upon Go-Live of Payroll/Human Resources Management Base Suite	25,500	
	5. Amount invoiced upon project closure	11,300	
		ONE TIME PAYMENTS:	**$201,050**
C.	TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)		$30,000*
	1. 15 Trips are anticipated		
	*Estimate		
D.	STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C		

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE[1,2,3]		
ITEM	**DESCRIPTION**	**INVESTMENT**
FINANCIAL MANAGEMENT		
1.	**Logos.NET Financial Management Base Suite** - General Ledger - Budget Management - Annual Budget Preparation - Accounts Payable - Revenue/Cash Receipting	$25,000
2.	**Logos.NET Additional Financial Management Software**	
	- Asset Management	5,000
	- Project Accounting	5,000
	- Misc. Billing & Receivables	5,000
	- Bank Reconciliation	3,000
3.	**Expanded Revenue Collections**	
	- PC Cash Register Interface	5,000
4.	**Logos.NET Procurement Management Suite**	
	- Purchasing Base	9,000
	SUB-TOTAL FINANCIAL MANAGEMENT MODULES	**$57,000**
PAYROLL & HUMAN RESOURCES SUITE		
5.	**Logos.NET Human Resources Management Base Suite** - Payroll Processing - Personnel Management - Position Control	$24,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

6.	**Logos.NET Human Resources**	
	- Personnel Action Processing	4,000
7.	**Logos.NET Benefits Management**	
	- Benefits Administration	4,000
8.	**Logos.NET Additional Payroll & HR Modules**	
	- Position Budgeting	4,000
	SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES	**$36,000**

eSUITE

9.	**eSuite Base Software**	$9,000
10.	**eHR**	
	- eEmployee	10,000
	- eTimesheets	5,000
	SUB-TOTAL eSUITE SOFTWARE MODULES	**$24,000**

AUTHORIZED USERS

11.	Site License for up to 50 Authorized Users [4]	Included
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$117,000**
	LESS DEMONSTRATION SITE DISCOUNT	**(29,250)**
	TOTAL SOFTWARE LICENSE FEE[6,7]	**$87,750**

Note: Customer may license additional standard software modules at the then current list prices including a 25% discount off list for up to two (2) years from the Effective Date of this **Agreement.**

Note: A Site License is included for this solution. This Site License entitles the City of Marina, CA, to 50 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the City of Marina, CA. eSuite software licensing is unlimited.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*

[2] *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*

[3] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[4] *Additional cost per group of 5 for authorized users is $5,000.*

[5] *Prices assume that all software proposed is licensed.*

[6] *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current list prices for up to two (2) years from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

LOGOS.NET STANDARD APPLICATION SOFTWARE [1,2,3]		
ITEM	**DESCRIPTION**	**INVESTMENT**
COMMUNITY DEVELOPMENT SUITE	**(Users included - 10)[4]**	
1.	**Logos.NET Community Development Software** - Business Licensing	$7,000
eSUITE		
2.	**eFinance** - ePayments	5,000
3.	**eCommunity** - eLicense	5,000
DECISION SUPPORT SOFTWARE		
4.	**Decision Support Base Datamart[8]**	9,000
5.	**Finance Analytics** - Includes 2 users	5,000
6.	**Human Resource/Payroll Analytics** - Includes 2 users	5,000
7.	**Dashboards for Financial Management**	7,000
8.	**Dashboards for Human Resources**	7,000
9.	**Dashboards for Community Development**	7,000
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$57,000**
	LESS DEMONSTRATION SITE DISCOUNT	**(14,250)**
	TOTAL SOFTWARE LICENSE FEE[5,6]	**$42,750**

Note: Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

[8] *New World supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however New World does not provide support for these tools and cannot guarantee compatibility.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

a) a summary level Implementation Plan
b) a detail level Implementation Plan
c) revised Implementation Plans (if required)
d) monthly project status reports
e) project status meetings
- a project review (kickoff) meeting at **Customer's** location
- progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location
- a project close-out meeting at **Customer's** location to conclude the project

f) **New World's** Project Manager provides day-to-day oversight of the project conduct and performs the following tasks:
- Project Manager is responsible for project planning
- Project Manager is responsible for **New World** resource management
- Project Manager is accountable to the Executive Sponsor and **New World** executive managers for project conduct and outcomes
- Project Manager reports project status to the **New World** Executive Sponsor
- Project Manager reports project status to the **Customer** Project Manager
- Project Manager monitors contract and budget compliance
- Project Manager presents and recommends approval of project funding requests to the **New World** Executive Sponsor
- Project Manager presents and recommends executive level project decisions to the **New World** Executive Sponsor

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 10 months after the Effective Date.

The project timeline, including projected go live dates of October 1, 2015 for Base Financial Management and January 1, 2016 for Base Payroll / Human Resources, will be dependent on mutual commitment of the required resources from both parties. **New World** represents that it will assign its required resources to complete the project in a timely manner in support of the above stated objectives.

2. Implementation and Training Support Services

Based on the Licensed Standard Software listed on Exhibit A, up to **55** days of **New World** implementation and training support services have been allocated for this project. Any unutilized days of service are retained on account and may be used by **Customer** for any other services provided by **New World**. Excess services, authorized in writing in advance by **Customer**, requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** lost out-of-pocket costs. The recommended implementation and training support services include:

a) implementation of each package of Licensed Standard Software; and
b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses. The services include the following interfaces.

a) Payment Processing Interface: includes 1 ACH/Direct Deposit Transmittal Export, and 1 Payment (Check/EFT) Reconciliation Transmittal Import
b) Interface to TracNet

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses.

a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

5. **Additional Services Available**

Other **New World** services may be required or requested for the following:

a) additional software training;
b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
c) **New World** consultation with other vendors or third parties;
d) modifying the Licensed Standard Software;
e) designing and programming Licensed Custom Software; and
f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Daily Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

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

1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than twelve (12) 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** by electronic means.

Additional support services are available as requested by **Customer** at the Daily Rate.

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, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Daily Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **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) provided at the Daily Rate.

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(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost	
Year 1	No charge
Year 2	$20,475
Year 3	20,475
Year 4	20,475
Year 5	20,475

8. Non-Funding Provision

Assuming all Exhibit A and B products and services have been paid for, and after year two of the SSMA has been paid for and completed, 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 **New World** ninety (90) days written notice prior to the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSMA shall also be terminated. Without **Customer's** fulfillment of the above provisions, **Customer's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA **Agreement**.

9. Future Renewal Increases

For a comparable range of services, **New World** agrees that the increase in the annual maintenance cost for years 6 through 10 shall not exceed 3% per year over the prior year.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World**) proprietary and/or confidential information.

Installed At: **City of Marina** *Customer Name*

Located At: **211 Hillcrest Avenue Marina, CA 93933**

Authorized Signature of Customer:

_____	_____	_____
Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:

a) Program Libraries, whether source code or object code;
b) Operating Control Language;
c) Test or Sample Files;
d) Program Listings;
e) Record Layouts;
f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's** *Standard Software License and Services Agreement* with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Organization: _____

By: _____

Title: _____

Date: _____

Agreed and Accepted by Third Party (Individual)

Individual: _____

By: _____

Title: _____

Date: _____

_____
Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees, at its sole discretion, to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. General

a) This conversion effort includes data coming from one unique data source, not multiple sources.
b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**

2. **New World** Responsibilities

a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
b) **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B daily billable rates, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
f) Up to fifteen (15) years of historic data will be converted by **New World**.

3. **Customer** Responsibilities

a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.
c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
f) If the **Customer** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout at the Daily Rate. The **Customer** must provide complete file and field definitions for **New World** to map the data.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Only one data source for the following file to be converted:

Payroll

-Employee, Detailed Earnings History, Position Master

EXHIBIT G

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EXHIBIT H
TRAVEL POLICY

REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES

In order to comply with IRS and company policies, all expense reports must be properly documented. "Properly documented" means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed. This policy is subject to change at New World's discretion without notice.

1. Receipts

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets, detailed restaurant checks, and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. If you paid for the airfare yourself, you must also submit your airline receipt and credit card voucher or other valid proof of payment. For E-tickets: although there is no ticket stub to turn in, please submit boarding passes, itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher must be submitted.

For restaurants: Tear-off tabs and handwritten receipts for cash will generally not be accepted if they exceed $25.

All receipts must clearly indicate: Seller's name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where you have lost a receipt or did not get one, provide the above information along with an explanation of why there is no receipt. Do not cross out or change any of the information on a receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted. A substituted receipt will not be accepted. The Company will retain your original receipts and expense reports for at least a year, should you ever need access to them.

2. Business Purpose

Every reimbursable expenditure must have a business purpose associated with it. For travel related expenses, the nature of the trip should be clearly described on the expense report. Entertainment and employee relations expenses require the name of the prospect/Customer and the event, type of entertainment, location/establishment name, the number of people entertained, their names, and the business purpose. All other reimbursable expenses require an explanation of the business purpose or benefit of the expenditure.

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Reimbursable Expenses

The following types of expenses are generally considered reimbursable:

1. Mileage

You will be reimbursed for the daily business use of your personal vehicle when such mileage exceeds your normal roundtrip commuting mileage.

> *Example: Susan Jones lives 20 miles from the office, making her normal roundtrip commuting mileage equal to 40. If she travels 50 miles to the airport on Monday, she will be reimbursed for 10 miles for that day (50 miles driven that day less her normal 40 mile daily commute).*

You will not be reimbursed for business mileage if the total distance driven is less than your normal commuting mileage on the days you drove. All approved miles traveled on a Saturday, Sunday or company holiday will be paid if you are on authorized company business that day.

The mileage reimbursement covers all variable vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

Mileage Reimbursement Rates The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc., stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement mileage rates:

1. Under 400 Miles Per Week: For weeks where your reimbursable mileage is 400 miles or less, you will be reimbursed at the standard rate of $.43 per mile, or

2. Over 400 Miles Per Week: For weeks where your reimbursable mileage is more than 400 miles, you will be reimbursed at the standard rate of $.43 per mile for the first 400 miles; All miles driven in excess of 400 miles per week will be reimbursed at the high mileage rate of $.33 per mile.

2. Parking, Tolls, etc.

The company will reimburse you for parking, tolls, and certain other other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

When parking overnight or longer, you must use the overnight, deck or long-term parking lots to avoid excessive parking costs. Any excessive parking expense will not be reimbursed.

3. Airfare

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service. Under current policy, you may choose to participate in Frequent Flyer programs as long as actual flights are chosen based on lowest fares, not maximizing personal mileage credits.

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Air travel is not allowed to destinations that are within 200 miles of your home or local office or in any situation where it is more economical to drive rather than fly. All trips should originate from the major airport that is nearest to our local office (Detroit Metro for Troy office employees) unless it is less expensive to use a different airport.

You are expected to book airline reservations 14 days in advance if possible to take advantage of reduced rate fares. You're expected to accept the lowest fare with New World's preferred carrier, connecting flights, and alternative flights, which depart within 2 hours of your desired departure time. The recommendations of New World's Authorized travel Agent should normally be followed.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Your boarding passes, ticket stubs (unless using an E-ticket), and travel agent's itinerary must be submitted with your expense report for all air travel—regardless of whether the company or you paid the bill. If your itinerary differs from the actual flights you made, provide an explanation on the itinerary.

Unused Tickets

Unused tickets are valuable and must be returned to the controller's office immediately so that proper credit can be received. Do not keep unused tickets or try to convert them in any way for future use or gain.

4. Rental Cars

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

You should return rental cars with a full tank of gas. Rental agencies charge excessive gasoline prices (currently $6.00/gallon or more) to refuel a vehicle. While New World will reimburse you for normally-priced gasoline you put into rental cars, we will not reimburse employees for excessive rental agency fuel charges that exceed $10 per rental. Fill up in the morning or night before if you're not sure you'll have time when you return the car.

If you use a rental car on a trip that originates from your home or office, you may claim the standard mileage rate for the business mileage (minus normal commuting mileage), but the cost of the rental car itself and gas, etc. will not be reimbursed.

In certain circumstances a Customer may request or allow you to drive a rental car to a location beyond 200 miles from your home or office. This will be allowed only if an authorized Customer representative agrees in writing to reimburse New World for the full cost of the rental car and all driving time at standard rates.

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. Our account recap number can be found on your NCR card. You must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

It's most economical to return the car to the same location where you originally rented it. If you must return the car to another location, be aware that substantial additional charges will be assessed by National based on the distance between the origination and drop-off offices.

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5. Ground Transportation

When renting a car is not more economical, the company will reimburse you for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed machine printed receipt . Such receipts should be obtained whenever possible. Share cab rides with other New World employees whenever possible to save money.

On trips that exceed 2 days: Cab fare will not be reimbursed if it would have been cheaper to rent a car.

6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** you stay overnight on business. The standard per diem amount is $52 for travel within the 48 continental U.S. states and $62 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

You may claim an additional $26 per diem on the day of your return if you arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips you may depart and return the same day and not spend an evening out of town. In those cases, a $26 per diem may be claimed if you spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

Billing and Special Situations: New World's Customers are normally invoiced for all per diem allowances paid to employees for service trips. Sometimes our arrangements with Customers may specify a per diem amount that is higher or lower than the standard rates above for business reasons. As a general rule, this will not change the standard per diem allowance paid to employees. You will be notified in advance in writing if any exception to this general rule applies in a specific situation.

7. Lodging

You are expected to stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, and other clean newer bargain motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President - Finance as being necessary for business reasons—for example, staying at a resort location to attend a trade show or staying close to the prospect's office during the sales process. Many hotels have government rates or special rates available to IBM or Microsoft Business Partners or guests of the city/county. You should always attempt to receive any reduced rate.

Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of $10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.