EXHIBIT H
ACCEPTANCE TESTING

The objective of Acceptance Testing is to verify that the Licensed Software provided by **New World** meets the agreed upon specifications as provided for in this **Agreement**.

City's project manager and the **New World** project manager shall jointly plan, coordinate and manage the testing processes. **City** agrees to conduct acceptance testing in a timely manner following notice by **New World** that a testing phase is ready to be started.

Acceptance Testing will include the following Licensed Software components:
- Licensed Standard Software
- Licensed Standard Software Interfaces
- Licensed Custom Software Interfaces
- Licensed Software Enhancement`

As scheduled in the Implementation Plan and using **New World's** Exhibit B services, four phases of Acceptance Testing may take place. Each test is intended to occur sequentially unless otherwise agreed to by both parties.
1. Functional Testing of Licensed Software
2. Interface Testing of Licensed Software
3. Software Performance Test Criteria
4. Final Acceptance by means of Reliability Test of the Licensed Software
5. Final Acceptance of Beneficial Use of the Licensed Software

Reliability and Final Acceptance Testing shall not proceed until either (a) Functional and Interface testing are complete or (b) **City** waives, in writing, the Functional and Interface testing requirement. Payment milestones associated with Functional and/or Interface Testing, if any, shall be considered due if **City** waives these tests.

Should **City** identify a defect that substantially impairs **City's** value of the Licensed Software, **City** shall immediately provide a written notice to **New World** that acceptance is declined by **City**. Such defect(s), if any, shall be resolved in accordance with **New World's** obligations as defined in Exhibit C.

1. **Functional Testing of Licensed Software**

   Prior to beginning functional testing, **New World** shall provide a test plan for review and approval by **City**. On completion of testing, **City** may approve or reject the entire Functional Test, or any elements of the Functional Test. If functional test is rejected by **City**, test may be repeated after corrections are provided by **New World.** Once started, the Functional Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Functional Test are not met.

   Functional Test Guidelines
   All items coded "Yes" (as qualified) in the **New World** detail response to **City's** RFP shall be provided to **City** through Exhibit A software capabilities, **City's** use of 3rd Party software, Licensed Custom Software provided by **New World** and/or future enhancements to Exhibit A Licensed Standard Software provided under Exhibit C. After **City's** request to **New World,** and **New World's** written proposal and cost to provide the service using Exhibit B support services hours at the then current hourly rates, Functional Testing shall be demonstrated to **City** by **New World.**

   If **City** has not licensed the software on to meet an RFP requirement, then that specification shall not apply in any acceptance test.

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2. <u>**Interface Testing of Licensed Software**</u>

Prior to beginning Interface Testing, **New World** shall provide a test plan for review and approval by **City**. On completion of testing, **City** may approve or reject the entire Interface Test, or any elements of the Interface Test. Once started, the Interface Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Interface Test are not met.

New World shall develop test plans and provide them to **City** for review and approval. Interface Testing shall not begin until written approval of **New World's** submitted test plan has been accepted by **City**. Following approval of the Interface Test Plan, **New World** will demonstrate to **City** that the Licensed Software, Standard Interfaces, and Custom Interfaces, have been installed, are operational and provide the intended functionality as described in the Exhibit J Interface Control Documents.

3. **Software Performance Test Criteria**

The Exhibit A Licensed Standard Software will provide satisfactory performance to satisfy the current processing requirements of **Customer** based upon certain conditions. This statement is conditioned on current master file sizes up to 200% of, current transaction volumes, and reasonable history retention requirements. It is also conditioned upon **Customer's** agreement not to add other applications, other than system administrative software such as anti-virus or back-up software, in addition to those listed on Exhibit A, and not to use any third party software products or hardware in a way that impacts software performance. This statement is further conditioned upon **Customer** balancing the computer system properly, including but not limited to, backups, file purges, tuning the system as required, and/or any other items that may impact performance.

CAD Software Satisfactory Performance; is defined as average response time of one (1) second or less in over 90% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of three (3) seconds or less in 98% or more of the input or inquiry transactions during any measured one (1) hour period.

Non-CAD Satisfactory Performance; is defined as average response time of three (3) seconds or less in over 80% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of five (5) seconds or less in 90% or more of the input or inquiry transactions during any measured one (1) hour period.

Satisfactory performance measurements exclude factors outside of **New World's** control include responses from external systems such as NCIC/NLETS/OLETS and latency of commercial wireless provides, i.e. Verizon, AT&T.

Given the above definition, should the Exhibit A software not perform satisfactorily, then **Customer** shall notify New World in writing and New World shall have ten (10) days to determine if the unsatisfactory performance is related to New World products or is related to other factors not part of the New World software (see examples above). New World shall have unrestricted access to the Computer during the ten (10) day correction period and shall be able to make any adjustments necessary to improve system performance. These adjustments may include making changes to the Licensed Software to improve system performance. New World shall document adjustments made and notify **Customer** in writing of the adjustments. If requested by **Customer**, and using Exhibit B support services, New World shall train **Customer** on how to make adjustments. After ten (10) days, if the system performance has not improved, and should the unsatisfactory performance be attributable solely to the New World Software, then New World shall provide additional computer capacities (memory, disk storage) at New World's cost to improve the performance. The additional computer capacities will be added within thirty (30) days of the thirty (30) day correction period ending.

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For purposes of this software performance section, any New World time involved in selecting equipment, interfacing software or hardware, tuning or balancing the system, resolving problems, and/or other activities performed on **Customer's** behalf to initially start up or improve hardware or software performance will be performed using Exhibit B support service guidelines and fees. As defined above, given written notice of software performance deficiencies by **Customer**, the New World time spent during the 30-day correction period to evaluate the alleged deficiencies will not be billable to **Customer** unless New World can document and demonstrate that the alleged deficiencies are not due to deficiencies of the Exhibit A software, in which case the time spent by New World during the 30-day correction period would be billed to **Customer**.

The software performance statement set forth in this Exhibit expires one year from the date any two major applications (e.g., CAD, Records, Corrections, or Mobile) have gone into "live use".

4. Final Acceptance by means of Reliability Test of the Licensed Software

Upon placing the Licensed Software into production live use, the Licensed Software shall undergo a sixty (60) day reliability test. The purpose of this test is to demonstrate that the **New World** Licensed Software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in this **Agreement.** If, during the first thirty (30) days of the Reliability Test, the Licensed Software experiences a Priority 1 or Priority 2 error, as defined in Exhibit C, then the sixty (60) day period will start over from day one and continue for the full sixty (60) days. For purposes of this **Agreement**, a Major Failure is defined as the inability to perform the function for which the Licensed Software was designed and commissioned. If the Licensed Software fails on or after day thirty-one (31), **City** may elect for the test will start over from day thirty-one (31) and go for the remaining thirty (30) day period or start over from day one and continue for the full sixty (60) days.

If the Licensed Software experiences a Priority 1 or Priority 2 error, as defined in Exhibit C, as a result of a deficiency in the **City's** computing environment (network outage, server failure, operator error, planned downtime, etc.), the reliability test will not be restarted but will continue from the point in time that such failure occurs and until the sixty (60) day test is completed unless a Priority 1 or Priority 2 error, as defined in Exhibit C, occurs after the Licensed Software is restarted which is not attributed to the **City's** environment. Under such conditions the terms outlined above will govern the appropriate action to be followed.

Licensed Software shall be deemed accepted upon the successful completion of the sixty (60) day Reliability Test as defined in above. Final Acceptance and corresponding payment(s), if any, for each component identified may occur independently after successful completion of the Reliability Test for each component. (i.e. CAD, RMS, Mobile) if implemented at separate times.

5. Final Acceptance by means of Beneficial Use of the Licensed Software

Notwithstanding anything above, the Licensed Software shall be deemed accepted ninety (90) days after **City** has had beneficial use of the Licensed Software without occurrence of a Major Failure through its use in a production environment ("live use") that supports **City** operations. Final Acceptance shall not be withheld due to minor or moderate errors.