



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

November 14, 2012

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendices ("this Agreement") is between **New World Systems® Corporation** ("New World"), a Michigan Corporation and **City of Norman, Oklahoma** ("City"). 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 **City**. The attached Exhibits and Appendices 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	CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE
Exhibit H	ACCEPTANCE TESTING
Exhibit I.....	INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CITY'S RFP SOFTWARE SPECIFICATIONS
Exhibit J	ESCROW OF SOFTWARE SOURCE CODE
Exhibit K	HARDWARE SERVER COMPLIANCE
Appendix 1	AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES
Appendix 2	STATEMENT OF WORK (SOW)

By signing below, each of the parties agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendices. This Agreement contains the complete and exclusive statement of the agreement between the parties relating to the matters referenced herein and replaces any prior oral or written representations or communications between the parties. 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

CITY OF NORMAN, OKLAHOMA
a municipal corporation (City)

By: _____

Larry D. Leinweber, President

By: _____

Cindy Rosenthal, Mayor

By: _____

Brenda Hall, City Clerk

Date: _____

11-15-12

Date: _____

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

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY: _____ DATE: 12-13-12

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 **City** 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 Norman
 201-B West Gray Street
 Norman, OK 73069*
City 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, **City** 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. **"City Liaison/Project Manager"**:
A **City** employee assigned to act as liaison between **City** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **City** shall notify **New World** of the name of the **City** Liaison.
6. **"Delivery of Licensed Standard Software"**:
Licensed Standard Software will be delivered in a machine readable form to **City** via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
7. **"Development Software"**:
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **City** as Licensed Standard Software when available.
8. **"Hourly Rate"**:
As described in this **Agreement**, **New World** shall provide services to **City** at the rate of \$160/hour. The hourly rate is protected for 24 months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate.
9. **"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 **City** server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
10. **"Licensed Custom Software"**:
Any software (programs or portions of programs) developed by **New World** specifically for **City's** own use.
11. **"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).
12. **"Licensed Products"**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. **"Licensed Software"**:
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. **"Licensed Standard Software"**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. **"SOW"**:
The Statement of Work.
16. **"SSMA"**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
17. **"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.
18. **"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 **City** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **City** shall have the right and license to use, enhance, or modify the Licensed Software only for **City's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **City** 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 in accordance with Exhibit A and Exhibit AA. If **City** fails to pay all license fees and the applicable custom software fees in accordance with Exhibit A and Exhibit AA, if any, **City** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **City** in the event of an emergency, **City** 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. **City** or anyone obtaining access through **City** 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 **City**, and with written permission by **New World**, additional Authorized Copies may be made for **City'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 **City** 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 knowledge 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 **City'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 **City'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 **City'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 **City's** benefit only, that it possesses the necessary intellectual rights to license to **City** the Licensed Standard Software provided hereunder.
- 4.3 **New World** warrants, for **City's** benefit only, that the items coded yes in the Response to Customer's RFP will be met as described in Exhibit I.
- 4.4 **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 **City** 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**. Except as provided in this paragraph 4.0, **New World** does not warrant that the features or functions of the Licensed Software will meet **City's** requirements or in any combination or use **City** 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 **City** 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 *CITY LIAISON AND CITY RESPONSIBILITIES*

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

- 6.1 **City** 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**. **City** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely as described in the SOW and are suitable for the successful installation of the Licensed Software.
- 6.2 **City** 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 **City's** organization, **City's** operations and/or after changes in **City's** internal policies or procedures which directly affect the software implementation.
- 6.3 **City** shall assign an upper level employee to serve as the **City** Liaison for the duration of the Licensed Software implementation. If **City** must replace the **City** Liaison for reasons beyond its control, **City** will assign a new **City** Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the **City** Liaison. In addition to other duties and responsibilities, the **City** 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 **City** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
 - (iv) in situations where **City** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.4 **City** is responsible for creating and maintaining its master files, tables and any other related duties which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 6.5 **City** 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 **City's** environment is **City's** sole responsibility.
- 6.6 In situations where **Customer** believes that the **New World** personnel provided are not qualified, **Customer** shall inform the **New World** Professional Services Manager and/or the **New World** Vice President of Operations in writing (or via email) to include some reason for their dissatisfaction. Possible remedies are replacement of the **New World** person providing the service and/or supplementing the person providing the training with another trainer. If a supplemental person is added by **New World**, **Customer** shall only pay for one person unless otherwise agreed upon by the parties.

7.0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

- 7.1 The attached Exhibit AA sets forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **City** agrees to pay. To the extent **City** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **City** that the services are subject to additional charge(s).
- 7.2 If **City** wishes to add additional authorized workstations or Licensed Standard Software, **City** 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 **City's** use of the Licensed Software for the specified workstations.
- 7.3 **City** 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 as stated in Exhibit AA when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **City** and **City** agrees to remit when imposed. If an exemption is claimed by the **City**, 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. Each party agrees to notify the other party of any request(s) made for disclosure of confidential information.
- 9.2 **City** 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, **City** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **City** shall only permit access to the Licensed Products to those employees who are authorized access and only to the extent necessary to perform **City's** internal processing needs.
 - (ii) With respect to agents or third parties, **City** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **City** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **City** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **City's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **City** all damages and legal fees incurred in the enforcement of this provision on third party access;
 - (iii) **City** 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) **City** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
 - (v) **City** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
 - (vi) All data generated by the **City** belongs to the **City** and is confidential. The data cannot be demonstrated to a third party without the express written consent of **City**; and

- (vii) All data generated by the **City** belongs to the **City** and is confidential. In the event **New World** desires to use **City**-generated data for promotional purposes, **New World** will provide a written request for permission to use the data. The **City** agrees to not unreasonably withhold written consent.
- 9.3 **City** 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 **City'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 **City** 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**, **City** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.
- 10.2 **New World's** total liability to **City** 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 **City'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 identified 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 **City** 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**, **City** 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 and provided **City** Certification of Insurance for same, 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 and subcontractors 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 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 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.

14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
- 14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record or is subject to disclosure under the Oklahoma Open Records Act.
- 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
- 14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

- 15.1 **By City:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **City** 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, **City** 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 **City**, the **Agreement** terminates.
- 15.2 **By New World:** If **City** fails to make payments as stated in Exhibit AA to **New World** when invoiced, or if **City** 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 **City's** failure to make payment as stated in Exhibit AA, **City** 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 **City's** failure to fulfill its responsibilities, **City** 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 **City** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination, **City** shall return to **New World** all Licensed Products, including any copies provided to or created by **City** 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.
- 15.7 In the event of the filing of a petition of bankruptcy by or against **New World**, the **City** shall have the right to terminate the **Agreement** upon the same terms and conditions as a termination for default. The **City** shall receive a current copy of any copyrighted methodology for development of the communications systems should termination occur due to **New World** bankruptcy.

16.0 INDEMNIFICATION

- 16.1 **New World** agrees to indemnify and save the **City** 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 **City** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **City** first receives notice thereof. **New World's** obligation to indemnify and save **City** 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**.
- 16.2 **New World** agrees to provide a limited indemnification for the acts of its employees, but not indemnification for its Licensed Products, except as the Licensed Products are indemnified under the provisions of Paragraph 16.0.

The limited indemnification for **New World** employees shall only apply in those situations where **New World's** insurance coverage in Paragraph 13 does not cover a claim. If the insurance does not cover a claim, then subject to a recovery limitation of direct damages up to the Exhibit A Licensed Standard Software fees paid to **New World**, the following shall apply.

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 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 **City** 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 **City**, individually or collectively, and the officers, agents, servants and employees of the **City**, 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 **City**, individually or collectively, or the officers, agents or employees of said **City**.

17.0 NOTICES

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

City of Norman
201-B West Gray Street
Norman, OK 73069

- 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

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 Oklahoma and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.
- 18.5 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.
- 18.6 This **Agreement** is entered into solely for the benefit of **New World** and **City**. 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**.
- 18.7 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, **City** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.
- 18.8 Other integrated licensed software and services from **New World** may be purchased by **City** under the terms and conditions of this **Agreement**.
- 18.9 In those situations where **City** requests **New World** to provide a Performance Bond, **New World** will provide a Performance Bond for the one-time project cost listed on Exhibit AA at **City's** expense. The cost of the bond will be billed to **City** and **City** agrees to pay promptly for the Performance Bond when invoiced.
- 18.10 Precedence of Documents
For the resolution and interpretation of any inconsistencies in the Contract Documents, the precedence of these documents shall be given in the following order:
- (1) This Agreement, including the Exhibit(s), Addendum(s) and Amendment(s) thereto;
 - (2) New World's Proposal and Clarifications as may be accepted by the City.
 - (3) The City's RFP and Amendments thereto.

The most recently dated documents shall take precedence within each of the above referenced exhibits.