

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **City** 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 six (6) 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 **City** no-charge SSMA period through June 30, 2014.

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 eighteen (18) months after a new release is announced by **New World**) for general release and no Priority 1 or Priority 2 known defects exist;
- 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.
- f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.
- h) Optional - Registration for four (4) Customer participants to the 2013, 2014, 2015, 2016 and 2017 New World Systems' Executive Customer Conference to include two (2) night's stay at the Conference Hotel on specified conference dates, conference registration and meals. Participation does not include **Customer's** travel cost, local transportation cost or any other miscellaneous expense incurred by **Customer**. **Customer** to notify **New World** of their desire to attend Executive Conference by March 31 of each year. **New World** will increase annual SSMA amount by \$6,000. These fees are non-refundable and may not be used toward a conference other than those specified in payment terms.
- i) Upgrades, including new releases, to comply with Federal and/or State mandates for NCIC/NLETS/OLETS and NIBRS reporting.

Items a, b, and c above will be distributed to **City** by electronic means.

Additional support services are available as requested by **City** at the Hourly Rate.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**3. Maintenance for Modified Licensed Standard Software and Custom Software**

City 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 City'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 Hourly 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 City on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software in Production

If, after City has cutover to live production use of the Licensed Standard Software, City believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current New World user manuals, City shall notify New World in writing, email, or through the New World support website, that there is a claimed defect and specify what it believes to be defective. New World shall only accept notices of defect and requests for software correction from the City Liaison, unless the City Liaison is not available or the defect or software correction is believed by City to be so critical that immediate notification to New World is required. Documented examples of the claimed defect must accompany each notice. New World shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, New World shall provide software correction service at no charge. (See Section 4.0 ("Warranties and Representations") of the Agreement for the New World warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5). City may submit software enhancement suggestions for New World to consider. If New World, at its discretion, decides to add a software feature as a result of City's software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after City has cutover to live production use of the Licensed Standard Software, New World shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on City's determination of the severity of the error defect, fault, performance, operation or malfunction and New World's reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

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After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **City**. Immediately after notification of the Priority 1 event by **City**, **New World** shall offer to **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software.

The goal for correcting a Priority 1 event is 24 hours or less.

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit City's use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **City**. Immediately after notification of the Priority 2 event by **City**, **New World** shall offer to **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software.

The goal for correcting a Priority 2 event is five (5) Business Days, or less.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

City may contact the following **New World** resources for management level issue resolution escalation:

Aegis General Manager Customer Service and Support Operations, currently Nina DiMeglio
Aegis Director of Product Operations and Solution Consulting, currently Brian Leary
Senior Vice President and General Manager of Aegis Operations, currently Nino DiCosmo

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 any party other than **New World**;
- b) situations where **City's** use or operations error causes incorrect, operation, performance, information or reports to be generated; and
- c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Servers**

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

Warranty through 12/31/13	No charge
Year 1 (1/1/14 – 6/30/14)	\$100,000
Year 2 (7/1/14 – 6/30/15)	211,000
Year 3 (7/1/15 – 6/30/16)	211,000
Year 4 (7/1/16 – 6/30/17)	227,000
Year 5 (7/1/17 – 6/30/18)	238,000
Year 6 (7/1/18 – 6/30/19)	254,000

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 **City** 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 **City** 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 **City's** fulfillment of the above provisions, **City's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

9. SSMA Increase Cap

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.