NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

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

1. **Service Period**

This SSMA shall remain in effect for a period of five (5) years from (start date) 2/1/16 to (end date) 1/31/21.

2. **Services Include**

The following services or features are available under this SSMA:

(a)   Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).

(b)   Temporary fixes to Licensed Standard Software (see paragraph 6 below).

(c)   Revisions to Licensed Documentation.

(d)   Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).

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

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. **Maintenance for Modified Licensed Standard Software and Custom Software**

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

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

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

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

If, after **Customer** has cutover to live production use of the Licensed Standard Software, **Customer** 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, **Customer** shall notify **New World** by phone, in writing, by email, or through the **New World** support website, that there is a claimed defect and specify what it believes to be defective.

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).

Customer 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 **Customer'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 **Customer** 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 **Customer**'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.*

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 **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** 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 **Customer'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 **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** 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 to include a correction in the next Licensed Standard Software release.

(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.

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

Vice President of Product Support, Erin Miller
Vice President of Product Vision, Brian Leary
Director of Professional Services, Andy Breeden

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 **Customer**'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.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package	Number of Modules
1. *Logos*® Financial Management Suite	13
2. *Logos*® Payroll & Human Resources Suite	5
3. *Logos*® Decision Support Software	2
4. *Logos*® eSuite	3
5. *Logos*® Site License	1

**ANNUAL
MAINTENANCE COST: See Below**

Period Covered	Annual Amount	Billing Date
2/1/2016 to 1/31/2017	$50,904	1/15/2016
2/1/2017 to 1/31/2018	$51,455	1/15/2017
2/1/2018 to 1/31/2019	$52,012	1/15/2018
2/1/2019 to 1/31/2020	$52,576	1/15/2019
2/1/2020 to 1/31/2021	$53,147	1/15/2020

Annual HR Update Conversion Services

New World will provide conversion programs and consultation for adding new employees and updating existing employees to the Logos database. The programs will insert records into; the main employee demographic, assigned employee position, employee pay rates, employee expense accounts, employee workers compensation, employee longevity, employer paid tax, and employer paid benefits tables. Annual HR Update Conversion Services Fees will be $5,000 per year and are included in the annual amounts above.

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

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY: ACCEPTED BY:

Customer: Ann Arbor, MI   **New World Systems Corporation**

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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.

Licensed Application Software
At October, 2015

1. **Logos® Financial Management Suite**
   - Financial Management Base Suite .NET
       - General Ledger
       - Budget Management
       - Annual Budget Preparation
       - Accounts Payable
       - Revenue/Cash Receipting
   - Purchasing Base .NET
   - Project Accounting .NET
   - Contract Accounting .NET
   - 3rd Party Receivables Interface (Batch) .NET
   - Government (GASB) Reporting .NET
   - Asset Management .NET
   - Misc. Billing & Receivables .NET
   - Real-time Interface Base .NET

2. **Logos® Payroll & Human Resources Suite**
   - Human Resources Mgt. Base Suite .NET
       - Base
       - Payroll Processing
       - Personnel Management
       - Position Control
   - Position Budgeting .NET

3. **Logos® Decision Support Software**
   - Finance Analytics .NET
   - Decision Support Base Datamart

4. **Logos® eSuite**
   - eSuite Base
   - eSupplier
   - ePayments

5. **Logos® Site License**
   - Site License