NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Gila County, AZ** (**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 three (3) years from (start date) 7/1/11 to (end date) 6/30/14.

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**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** 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).

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**

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	11
2. ***Logos®***	Payroll & Human Resources Suite	6
3. ***Logos®***	Business Analytics	2
4. ***Logos®***	eSuite	2

ANNUAL MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
7/1/2011 to 6/30/2012	$83,694	6/15/2011
7/1/2012 to 6/30/2013	$90,390	6/15/2012
7/1/2013 to 6/30/2014	$97,620	6/15/2013

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. **Anti-Terrorism Warranty**

Pursuant to **A.R.S. §35-397** the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

9. **Non-funding Provision**

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** written notice ninety (90) days prior to the anniversary date on which 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**.

10. **Legal Arizona Works Act Compliance**

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

11. **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:

Gila County Board of Supervisors

Name: _____

Title: Chairman, Board of Supervisors

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: Larry D. Stewart

Title: President

Date: 04-27-11

ATTEST:

Name: _____

Title: Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Name: _____

Title: Chief Deputy County Attorney

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.

Gila County, AZ (Logos)

Licensed Application Software
At February, 2011

1. **Logos® Financial Management Base Suite .NET**
   - Financial Management Base Suite .NET
   - Purchasing Base.NET
   - Add'l FM Standard Users.NET
   - Project Accounting .NET
   - Requisition Processing.NET
   - 3rd Party Receivables Interface (Batch) .NET
   - Government (GASB) Reporting .NET
   - Grant Management .NET
   - Asset Management .NET
   - Misc. Billing & Receivables .NET
   - Bank Reconciliation NET
2. **Logos® Human Resources Mgt. Base Suite .NET**
   - Human Resources Mgt. Base Suite .NET
   - Applicant Tracking .NET
   - Add'l HR Standard Users.NET
   - Position Control .NET
   - Position Budgeting .NET
   - Employee Event Tracking .Net
3. **Logos® Business Analytics - Financial Mgt .NET**
   - Business Analytics - Financial Mgt .NET
   - Business Analytics - HR.NET
4. **Logos® eSuite Base**
   - eSuite Base
   - eEmployee