

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Lexington Fayette Urban County Government (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) 7/1/15 to (end date) 6/30/18.

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.
- (f) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

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 400 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:

<u>Application Package</u>	<u>Number of Modules</u>
1. Aegis® Computer Aided Dispatch (CAD)	11
2. Aegis® Law Enforcement Records Software	23
3. Aegis® Public Safety Interface Software	2
4. Aegis® Data Management and Retrieval Tools	2
5. Aegis® Mobile Software on the RS6000	2
6. Aegis® Mobile Client Laptop Software	3
7. Aegis® Mobile Software on the 400 or MSP Server	1
8. Aegis® ESRI Embedded Applications - Upgrades	1

ANNUAL

MAINTENANCE COST: \$134,760

(3-Year Plan, billed annually on June 15th)

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. 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 thirty (30) 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.

9. 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:

Customer: Lexington Fayette Urban County Government

Name: *[Signature]*

Title: *Mayor*

Date: 12/15/15

ACCEPTED BY:

Tyler Technologies Inc.
New World Systems Corporation

Name: *[Signature]*

Title: *President, P.S. Division*

Date: 12-31-15

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.

Lexington Fayette Urban County Government, KY

Licensed Application Software

At February, 2015

1. **Aegis® LE CAD - Single Jurisdiction**
 - LE CAD - Single Jurisdiction
 - Base Module
 - Call Scheduling Module
 - Call Stacking Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Interface to Aegis® Law Enforcement Records Module
 - Note Pads Module
 - Unit Recommendations Module
 - Unit Status Monitors Module
 - CAD Redundancy
 - CAD Mapping (ESRI)
2. **Aegis® LE Records Single Jurisdiction Base**
 - LE Records Single Jurisdiction Base
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
 - LE Records Federal & State Compliance
 - Field Investigations
 - Case Management
 - Pawn Shops
 - Alarms Tracking and Billing
 - Activity Reporting and Scheduling
 - Property Room Bar Coding
 - Narcotics Management
3. **Aegis® AS/400 State/NCIC Interface**
 - AS/400 State/NCIC Interface
 - E-911 Interface

Lexington Fayette Urban County Government, KY

Licensed Application Software
At February, 2015

4. **Aegis® Microsoft Word Interface**
 - Microsoft Word Interface
 - Data Analysis and Mapping
5. **Base Message Switch to NCIC**
 - Base Message Switch to NCIC
 - New World CAD Interface for Aegis/400
6. **LE State/NCIC via Switch**
 - LE State/NCIC via Switch 556 User(s)
 - LE CAD Via Switch 549 User(s)
 - Fire CAD Via Switch (Messaging) 7 User(s)
7. **MDT/MCT Base CAD/RMS Interface**
 - MDT/MCT Base CAD/RMS Interface
8. **Aegis® ESRI Embedded Applications**
 - Data Analysis / Mapping Integration

Lexington Fayette Urban County Government, KY

Licensed Application Software

At February, 2015

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