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TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	NEW WORLD SYSTEMS CORPORATION
SUBJECT/PROJECT:	PUBLIC ADMINISTRATION SOFTWARE LICENSE AND SERVICES AGREEMENT
CITY DEPARTMENT:	ADMINISTRATION
YEAR:	2007
EXPIRATION DATE:	12/20/12
DESTRUCTION DATE:	01/19



New World Systems[®]
The Public Sector Software Company

December 27, 2007

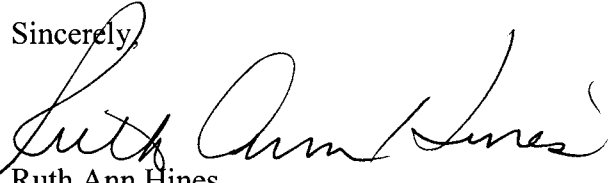
Jay Valentine
Assistant Financial Operations Manager
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Dear Mr. Valentine:

Thank you for selecting New World Systems as your provider of the finest Public Administration software for the City of Grand Junction. Our goal is to make your project a successful one and for you to be a satisfied Customer. Our entire staff is dedicated to working with the City to make that a reality.

Enclosed is a copy of the fully executed Standard Software License and Services Agreement with Exhibits that identifies the products and services New World will provide for the City of Grand Junction.

Once again, we are pleased to have Grand Junction as a New World Customer. Should you have any questions, please do not hesitate to call.

Sincerely,

Ruth Ann Hines
Executive Assistant

Enclosure



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

December 20, 2007

This *Standard Software License and Services Agreement* which includes the attached Exhibits (“this Agreement”) is between **New World Systems® Corporation** (“New World”), a Michigan Corporation and **City of Grand Junction, Colorado** (“Customer”). 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 **Customer**. The attached Exhibits include:

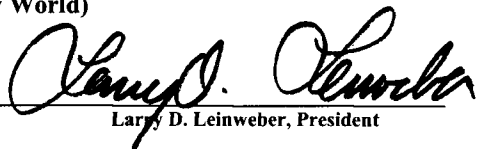
- Exhibit AA..... TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
- Exhibit A LICENSED STANDARD SOFTWARE AND FEES**
- Exhibit B..... INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**
- Exhibit C STANDARD SOFTWARE MAINTENANCE AGREEMENT**
- Exhibit D NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
- Exhibit E..... DEMONSTRATION SITE DISCOUNT**
- Exhibit F..... DATA FILE CONVERSION ASSISTANCE**
- Exhibit G CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit H..... ESCROW OF SOFTWARE SOURCE CODE**
- Exhibit I..... ACCEPTANCE TESTING**
- Exhibit J INCORPORATION BY REFERENCE OF NEW WORLD’S RESPONSE TO CUSTOMER’S RFP NO. 2371-07-SN SOFTWARE SPECIFICATIONS**
- Appendix 1 AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**

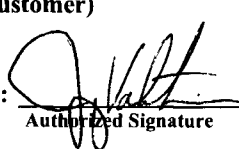
By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. 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.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By: 
Larry D. Leinweber, President

By:  Asst. Financial Operations Mgr
Authorized Signature Title

Date: 12-21-07

Date: 12/20/07

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

I. DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. **"Licensed Standard Software"**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed on Exhibit A. **"Development Software"** is standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software during the term of this **Agreement**.
2. **"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**.
3. **"Licensed Custom Software"**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
4. **"Licensed Software"**:
The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this **Agreement**.
5. **"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).
6. **"Authorized Copies"**:
Except as provided in Section II, 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 **Customer** as authorized in Section II, subparagraph 1.2.
7. **"Licensed Products"**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
8. **"Delivery of Licensed Standard Software"**:
Licensed Standard Software will be delivered in a machine readable form to **Customer** on the appropriate media or via an agreed upon network connection within fourteen (14) calendar days after the Effective Date.
9. **"Installation of Licensed Standard Software"**:
Installation of the Licensed Standard Software shall be deemed to occur upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
 - (b) sixty (60) days after delivery of the Licensed Standard Software.
10. **"Customer Liaison"**:
The **Customer's** Information Systems Managers shall act as liaison between **Customer** and **New World** for the duration of this **Agreement**. **Customer's** present Information Systems Manager is Jim Finlayson.
11. **"SSMA"**:
The **New World** Standard Software Maintenance **Agreement** as set forth in Exhibit C.
12. **"Computer"**:
The .NET Server(s) to be located at:
*City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501*
Server(s) may be specifically identified or utilize a virtual environment but will be located at the specified location. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
13. **"Confidential Information"**:
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated in writing 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.
14. **"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.

II. GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** 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. If **Customer** fails to pay all undisputed license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** 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. **Customer** or anyone obtaining access through **Customer** 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) Program listings; and
 - (iv) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer'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 **Customer** 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 know-how 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 **Customer'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 **Customer's** SSMA and the warranty period preceding it. See Exhibit C for a description of the warranty period, the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

- 4.1 **New World** warrants, for **Customer'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. Any Licensed Custom Software shall perform as designed and agreed upon in writing by **Customer** and **New World**.
- 4.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software and Licensed Custom Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects, except as set forth in the **New World** Response. 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 **Customer** 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 *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

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

6.1 **Customer** 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**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** 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 **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** has assigned an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer 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 **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide, as determined by **Customer**, qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Undisputed past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** 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 **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** 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. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

7.3 **Customer** 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 promptly when invoiced.

7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. An exemption is claimed by the **Customer**, and an exemption certificate has been 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 unless directed by a court. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

9.2 **Customer** 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, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
- (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
- (iii) **Customer** 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) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** and **New World** agree that in addition to any other remedies that may be available at law, equity or otherwise, each 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 **Customer'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 Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** 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**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

- 10.2 **New World's** total liability to **Customer** 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 **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.
- 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 **Customer** 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**, **Customer** 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 the insurance required under this paragraph. **New World** shall provide proof of said insurance to **Customer** upon **Customer's** request.

- 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 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 on account 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 \$600,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$600,000 for each accident; and in an amount not less than \$600,000 on account 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 an 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 Section II, 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.
- 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 Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, or otherwise fails to meet its requirements under this **Agreement**, **Customer** 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, **Customer** 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 **Customer**, the **Agreement** terminates.
- 15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Section II, 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 **Customer's** failure to make prompt payment, **Customer** 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 **Customer's** failure to fulfill its responsibilities, **Customer** 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 **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination under subparagraph 15.1, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** 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.

16.0 *PATENT AND TRADEMARK INDEMNIFICATION*

New World agrees to indemnify and save the **Customer** 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 **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** 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**.

17.0 *NOTICES*

17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the **Customer's** following address:

City of Grand Junction
Attn: Information Systems
250 N. 5th Street
Grand Junction, CO 81501
and
City of Grand Junction
Attn: City Attorney
250 N. 5th Street
Grand Junction, CO 81501

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** in writing):

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 Colorado 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 one (1) year after the cause of action has occurred except that an action for non-payment of fees may be brought within two (2) years of the date the payment was due.

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 **Customer**. 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**.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Costs Summary: Licensed Standard Software, Implementation Services, And Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$255,600
B. PROJECT MANAGEMENT as further described in Exhibit B	29,000
C. INSTALLATION AND TRAINING SERVICES as further described in Exhibit B	130,000
D. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	1,500
E. OTHER INSTALLATION SERVICES as further described in Exhibit B	5,000
F. DATA FILE CONVERSION ASSISTANCE Services as further described in Exhibit F	42,000
G. CUSTOM SOFTWARE/MODIFICATION Services as further described in Exhibit G	40,500
H. OTHER COSTS: Source Code Escrow Setup Fee as further describe in Exhibit H	3,000
I. THIRD PARTY SERVICES as further described in Appendix 1	3,394
J. TRAVEL EXPENSES	<u>38,400</u>
ONE TIME PROJECT COST:	<u>\$548,394</u>
K. STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	
1. Warranty Period	365 days
2. Year One of Standard Software Maintenance	\$45,440
3. Year Two of Standard Software Maintenance	\$48,280
4. Year Three of Standard Software Maintenance	\$51,120
5. Year Four of Standard Software Maintenance	\$53,960
6. Year Five of Standard Software Maintenance	\$56,800
L. SOURCE CODE ESCROW MAINTENANCE FEE (Per Year cost)	\$1,000

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$255,600
1. Amount due upon delivery of Licensed Standard Software (40%)	\$98,280
2. Amount due 90 days after delivery of Licensed Standard Software (50%)	122,850
3. Amount due on delivery of each Licensed Standard Software in Development	9,900
4. Amount due upon acceptance of the Financial Management Base Suite as defined in Exhibit I, but no later than 12 months after execution of the Agreement (10%)	24,570
B. PROJECT MANAGEMENT as further described in Exhibit B	29,000
1. 10 days after the Effective Date	\$8,700
2. 90 days after the Effective Date	8,700
3. 180 days after the Effective Date	8,700
4. Upon project completion or 365 days after the Effective Date, whichever comes first.	2,900
C. INSTALLATION AND TRAINING SERVICES as further described in Exhibit B	130,000
1. 1,000 hours billed as used	
D. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	1,500
1. Amount due upon the Effective date (50%)	\$750
2. Amount due upon completion of the installation (50%)	750
E. OTHER INSTALLATION SERVICES as further described in Exhibit B	5,000
3. Amount due upon the Effective date (50%)	\$2,500
4. Amount due upon completion of the installation (50%)	2,500
F. DATA FILE CONVERSION ASSISTANCE Services as further described in Exhibit F	42,000
1. Amount due upon the Effective Date (50%)	\$21,000
2. Amount due upon delivery of conversion design document to Customer (30%)	12,600
3. Amount due 30 days after Customer reviews and finds data to be acceptable as defined in Exhibit I (20%)	8,400
G. CUSTOM SOFTWARE/MODIFICATION Services as further described in Exhibit G	40,500
1. Amount due upon delivery of individual SSDD or RFS document (60%)	\$24,300
2. Amount due upon delivery of Enhancements/Modifications to Exhibit A software or Custom Software/Interfaces (40%)	16,200
H. OTHER COSTS: Source Code Escrow Setup Fee	3,000
1. Amount due upon the Effective Date (100%)	\$3,000

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

I.	THIRD PARTY SERVICES as further described in Appendix 1		3,394
	1. Amount due upon the Effective Date (50%)	\$1,697	
	2. Amount due upon delivery of 3 rd party services (50%)	1,697	
J.	TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)		38,400*
	1. 32 trips are anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses.		
	2. Travel labor for the estimated 32 trips will be billed at 4 hours maximum per (round) trip.		

ONE TIME PROJECT COST: \$548,394

*Estimate

K.	STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.		
	1. Warranty Period	365 days	
	2. Year One of Standard Software Maintenance	\$45,440	
	3. Year Two of Standard Software Maintenance	\$48,280	
	4. Year Three of Standard Software Maintenance	\$51,120	
	5. Year Four of Standard Software Maintenance	\$53,960	
	6. Year Five of Standard Software Maintenance	\$56,800	
L.	SOURCE CODE ESCROW MAINTENANCE FEE (Per Year cost)		\$1,000

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

1. License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE^{1,2,3}		
ITEM	DESCRIPTION	INVESTMENT
<u>FINANCIAL MANAGEMENT</u>		
1.	Logos.NET Financial Management Base Suite	\$45,000
	- General Ledger	
	- Budget Management	
	- Annual Budget Preparation	
	- Accounts Payable Module	
	- Revenue/Cash Receipting	
2.	Logos.NET Additional Financial Management Software	
	- Asset Management	7,000
	- Grant Management	7,000
	- Project Accounting	7,000
	- Misc. Billing & Receivables	7,000
	- Government (GASB) Reporting	13,000
	- Data Views/Financial Report Writer ⁴	5,000
	- Bank Reconciliation	5,000
3.	Expanded Revenue Collections	
	- 3rd Party Receivables Interface (Batch)	7,000
	- PC Cash Register Interface (Multi-Application)	7,000
4.	Logos.NET Procurement Management Suite	
	- Purchasing Base	13,000
	- Requisition Processing	7,000
	- Bid & Quote Management	7,000
	- Contract Accounting	7,000
	- Inventory Management	13,000
SUB-TOTAL FINANCIAL MANAGEMENT MODULES		157,000
<u>PAYROLL & HUMAN RESOURCES SUITE</u>		
5.	Logos.NET Human Resources Management Base Suite	28,000
	- Payroll Processing	
	- Personnel Management	
6.	Logos.NET Human Resources	
	- Employee Event Tracking	8,000
	- Personnel Action Processing	8,000
7.	Logos.NET Benefits Management	
	- Benefits Administration	7,000
	- Flexible Spending Accounts (FSA) (development)	4,000
8.	Logos.NET Additional Payroll & HR Modules	
	- Applicant Tracking	8,000
	- Position Control	8,000
	- Position Budgeting	8,000
	- Data Views/Payroll & HR Report Writer ⁴	10,000
SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES		89,000

eSUITE

9. eSuite Base Software	10,000
10. eHR	
- ePersonal	7,000
- ePayroll	7,000
- eBenefits Administration (development)	7,000
- eRecruit	7,000

SUB-TOTAL eSUITE SOFTWARE MODULES 38,000

AUTHORIZED USERS

11. Site License for up to 150 Authorized Users ⁵	N/C
NEW WORLD STANDARD SOFTWARE LICENSE FEE	284,000
LESS: Demonstration Site Discount if Agreement is Signed by December 28, 2007.	(28,400)

TOTAL SOFTWARE LICENSE FEE^{6,7} \$255,600

Note: A Site License is included for this solution. This Site License entitles the City of Grand Junction to 150 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only those affiliated Public Administration agencies as determined by the City of Grand Junction.

ENDNOTES

- ¹ Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 2000 or Windows/XP with IE 6.0 are the required operating systems for all client machines. Windows 2003 Server is required for the Application Server(s), Web Server(s) and Database Server. SQL Server 2005 is required for the Database Server.
- ² New World Systems Logos.NET product requires Microsoft Windows 2003 Server and SQL Server 2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.
- ³ Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.
- ⁴ Requires a Third Party writing tool. New World recommends Crystal Reports 11 or greater, included in Attachment 1. However, several other tools may be utilized that support an ODBC connection.
- ⁵ Additional cost per group of 5 for standard user is \$5,000.
- ⁶ Prices assume that all software proposed is licensed.
- ⁷ Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

2. License Fee Payment Schedule for Licensed Standard Software and Documentation

The payments for Licensed Standard Software are covered under the Cost Summary and Payment Schedule in Exhibit AA.

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

EXHIBIT B
PROJECT MANAGEMENT, INSTALLATION AND
TRAINING SUPPORT SERVICES AND FEES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan will be provided within 90 days of Effective Date of this **Agreement**;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
 - a project close-out meeting at **Customer's** location to conclude the project.
- f) **New World** and the **Customer** have agreed to set September 30, 2008 as a target implementation date for the software identified in Exhibit A. A detail level Implementation Plan will be jointly developed to support that target date during Phase 2 – Planning, as described in the Project Management Narratives Section No. 12 of **New World's** Response. Both parties recognize that this date may change after the detail plan is developed or during the execution phase of the project -- even with the best efforts of both parties.

The successful execution of the Implementation Plan is a joint responsibility and requires the resource commitment of both parties to this **Agreement**. Progress against the Implementation Plan will be reviewed at each project status meeting. Both parties agree to make the resources specified in the Implementation Plan (as updated) available to accomplish the scheduled activity, or to provide reasonable notification to the Project Manager and Customer Liaison.

Changes to the schedule will be reviewed and approved in writing by the Customer Liaison and the New World Project Manager before being incorporated into the plan and before work commences on the activity.

To implement the Exhibit A applications, the Project Management fee will be **\$29,000**.

2. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, **1,000** hours of **New World** implementation and training support services have been allocated. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

The project management, implementation and training support services are performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation Service Fees

A flat rate fee is charged for the installation of selected interfaces on Exhibit A. This fee does not include hardware and/or third party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If on-site installation and training is required, **Customer** will be responsible for the actual travel costs. Installation includes the following interfaces with these corresponding fees.

- a) Bank Reconciliation \$1,500
- TOTAL INTERFACE INSTALLATION SERVICE FEES\$1,500**

4. Other Installation Service Fees

A flat rate fee is charged for quality assurance of the **Customer's** existing .Net Server(s). This fee does not include hardware and/or third-party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If an on-site installation review is required, **Customer** will be responsible for the actual travel costs.

- a) Hardware Quality Assurance Fee to include the following. \$5,000
Windows 2003/Operating System Assurance and Software Installation:
 - Install and set-up Application/Database server(s)
 - Consult on connectivity to new or existing 2000 environment
 - Verify 2003 and SQL Server configuration compatibility
 - Verify 2000 Workstation and personal computer configuration compatibility

TOTAL QUALITY ASSURANCE SERVICE FEES\$5,000

5. Support Service Fees Estimate

The **1,000** hours of installation and training support services cost has been calculated using a rate of **\$130** per hour. Additional services are also available at the rate of **\$130** per hour. This rate is protected for one year from the date **New World** executes this **Agreement**. After one year, **Customer** shall pay the then-current hourly rate for all Exhibit B support services rendered.

Based on the services suggested above, the Project Management, Installation and Training Support Services, Interface Installation Services and Quality Assurance Services costs will be a total of **\$165,500**. (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per **Customer** visit.)

6. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World**).

7. Payments for Project Management Services

The payments for Project Management Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

8. Payments for Interface Installation Services

The payments for Bank Reconciliation Interface Installation Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

9. Payments for Other Installation Services

The payments for Hardware Quality Assurance Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

10. Payments for Installation and Training Support Services and Travel Costs

All hours for installation and training support services and all travel costs will be billed weekly for services provided in the previous calendar week.

Note: Any taxes imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. An exemption is claimed by the **Customer**, an exemption certificate has been submitted to **New World**.

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation (New World)** and **City of Grand Junction, Colorado (Customer)** sets forth the standard software maintenance support services provided by **New World**.

1. Warranty Period and Service Period

The warranty period shall begin on the installation date of the Licensed Standard Software and end 365 days later.

This SSMA shall remain in effect for a period of five (5) years (the SSMA term) beginning 90 days from execution of the **Agreement** (the start date) and ending on the same calendar date at the conclusion of the SSMA term.

2. Services Included

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); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** on appropriate media or other means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B has a description of support services available.

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, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually, beginning on the start date and on the same day each year thereafter for the term of the SSMA. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

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 **Customer** 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

At any time during the warranty period or 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 it 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. (See paragraph 4.0 of the General Terms and Conditions of this **Agreement** for the **New World** warranties provided). A non-warranty request is handled as a billable Request For Service (RFS) (see Exhibit B).

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(s)

New World agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

<u>Application Packages</u>	<u>Number of Modules</u>
1) Logos.NET Financial Management Base Suite	5
2) Logos.NET Additional Financial Management Software	7
3) Expanded Revenue Collections	2
4) Logos.NET Procurement Management Suite	5
5) Logos.NET Human Resources Management Base Suite	2
6) Logos.NET Human Resources	2
7) Logos.NET Benefits Management	2
8) Logos.NET Additional Payroll & HR Modules	4
9) eSuite Base Software	1
10) eHR	4
 NEW WORLD LICENSED STANDARD SOFTWARE LIST COST	 <u>\$284,000</u>

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

Annual Maintenance Cost (5-Year Plan, Billed Annually)

Warranty Period	365 Days
Year 1	\$45,400
Year 2	\$48,280
Year 3	\$51,120
Year 4	\$53,960
Year 5	\$56,800

Source Code Escrow Maintenance Fee

Per Year Cost	\$1000
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8. Non-Funding Provision

Notwithstanding any other provision of this Agreement, the Customer's obligations under this Agreement are subject to annual appropriation by the City Council of Customer. Any failure of a City Council annually to appropriate adequate monies to finance Customer's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to **New World** of any failure to appropriate such adequate monies.

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This Agreement, when accepted and executed by New World, grants the undersigned the permission to use and/or have limited access to certain New World Systems® Corporation (New World) proprietary and/or confidential information.

Installed At: City of Grand Junction
Customer Name

Located At: 250 North 5th Street
Grand Junction, CO 81501

Authorized Signature of Customer:

Jay Valentine Name (Please Print or Type) Asst. Financial Operations Mgr. Title [Signature] Signature

In exchange for the permission to use or have access to New World proprietary and/or confidential information, including without limitation, New World software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of New World proprietary or confidential information without the expressed written consent of New World's President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from New World including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All New World Product Bulletins and/or other New World Product related materials.
2. New World software, New World documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the Customer identified above as permitted in the Customer's Standard Software License and Services Agreement with New World.
3. The undersigned agree(s) that this Agreement may be enforced by injunction in addition to any other appropriate remedies available to New World. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to Customer under the Standard Software License and Service Agreement between Customer and New World.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: City of Grand Junction
By: Jay Valentine
Title: Asst. Financial Operations Mgr.
Date: 12/29/07

Individual: Jay Valentine
By: Jay Valentine
Title: Asst. Financial Operations Mgr.
Date: 12/29/07

Accepted and Approved by New World Systems Corp.

By: _____
Title: _____
Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations as determined by **Customer**. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

General

1. This conversion effort includes data coming from one unique database or source, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by **Customer** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
2. **New World** will provide **Customer** up to 2 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
3. As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip will be part of delivering the conversion programs to **Customer**.
4. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.

Customer Responsibilities

1. Up to **12** discrete data files from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Data will be submitted to **New World** in EBCDIC or ASCII format with a fixed field, fixed record length and fixed block format, with comma delimiters on the following media types: DVD, CD, 3 ½ inch disk, or 8 mm tape.
3. Data files submitted must include an accurate count of records contained in the file. **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
4. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.
5. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
6. **Customer** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Files to be converted:

Financial (From a single source)	Estimated Record Count
• Vendor Information	500,000
• Purchase Order History	500,000
• Accounts Payable History	500,000
• Miscellaneous Billing (AR) Customer's Information	500,000
• Miscellaneous Billing (AR) Invoice History	500,000
• Asset Management (Fixed Assets)	500,000
• General Ledger Transaction File	500,000
• Adopted Budget History	500,000

Payroll (From a single source)	Estimated Record Count
• Employee Information	500,000
• Employee Detailed Earnings History	500,000
• Employee Enrollment Information	500,000
• Position Master File	500,000

Customer Investment

The cost for the Data File Conversion services is \$42,000 and is to be paid as follows:

The payments for Data File Conversion Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Note: Where applicable, travel costs for **New World** employees to complete the tasks for Exhibit F services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon in writing by **Customer** and **New World**.

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

Capabilities included in Fixed Cost under 3(a) and 3(b) below:

- a) Custom Software/Interfaces
- (1) - ACH Transmittal (Export)
 - (2) - Purchasing Card (One-Way)
 - (3) - Journal Import
 - (4) - Faster Fleet Management System Interface (One-Way)
 - (5) - GBA Master Fleet Software Interface (One-Way)
 - (6) - The FireManager Software Interface (One-Way)
 - (7) - Class – Active Community Solutions Interface (One-Way)
 - (8) - POSS Police Scheduling Software Interface (Two-Way)
 - (9) - EBMS Event Management Tracking Software Interface (One-Way)
 - (10) - NorthStar Utilities Interface (One-Way)
- With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from all the third parties involved and referenced above.*

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Software Specifications Design Document (SSDD) to include:
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services using Exhibit B rates and fees.

For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review or RFS Procedure with Customer Staff. Customer agrees to develop a list of design modifications that is not more extensive than called for in the scope (cost and schedule) of this project in accordance to New World's response to Customer's RFP No. 2371-07-SN.	To be determined
(2) New World submits first draft of SSDD or RFS.	To be determined
(3) SSDD or RFS acceptance and sign-off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing).	To be determined
(4) New World completes programming from SSDD or RFS and provides modified software to Customer .	To be determined
(5) Software Modification Acceptance Test	To be determined

c) Customer's Responsibility

Customer's responsibilities are additionally defined in Section II, Paragraph 6.0 of the General Terms and Conditions of this **Agreement**. All **Customer** requested changes after design sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

3. Cost and Payment for Modifications

The cost for the enhancements and/or custom software is **\$40,500** and is to be paid as follows:

The payments for Software Enhancements / Modifications and Custom Software are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Note: Where applicable, travel costs for **New World** employees to complete the tasks for Exhibit G services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon in writing by **Customer** and **New World**.

EXHIBIT H
ESCROW OF SOFTWARE SOURCE CODE

New World stipulates that the source code for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement"). Upon delivery of the Licensed Standard Software, **Customer** shall receive a beneficiary letter and the name and address of the agent. The one-time set-up fee will be **\$3,000**. The Annual Administrative Fee for the first 12 months after contract signing will be **\$1,000**. Subsequent year's Annual Administrative Fees will not increase more than 5% over the previous year's Fee.

New World will from time to time deposit into the escrow account copies of source code for Releases and Versions of the Licensed Standard Software and related Documentation.

New World or **New World's** trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **Customer** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **Customer** adequate assurances, reasonably acceptable to **Customer** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **Customer** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

EXHIBIT I
ACCEPTANCE TESTING

Each application of Licensed Software shall be deemed to have been accepted upon the successful completion of either Criteria 1 or Criteria 2 (listed below) whichever occurs first. Acceptance Testing is successful under either Criteria 1 or Criteria 2 unless the Licensed Software application contains a warranty defect which substantially impairs the value and **Customer's** use of the Licensed Software. Any claimed defects must be documented in writing as set forth in Exhibit C.

Criteria 1:

Using Exhibit B support service hours, **New World** shall assist **Customer** in conducting the following software Acceptance Test.

Following published specifications using established procedures and controls, the test criteria includes:

1. the successful entering and editing of a representative sample of transactions as determined by **Customer**;
2. the successful processing of a representative sample, as determined by **Customer**, of file maintenance transactions for the master file transactions; and
3. the successful generation of standard output reports.

Testing under Criteria 1 may be completed before **Customer** has gone "live" on the application. If Criteria 1 is used, **Customer** agrees to provide the requisite resources to timely complete the Acceptance Test procedure. If **Customer** unreasonably delays the start of the Criteria 1 test procedure for more than thirty (30) calendar days beyond the designated test date, then successful software acceptance shall be deemed to have occurred for that application of Licensed Software on the thirty-first (31st) day after the designated test date. The delay shall not be considered unreasonable if **Customer** notifies **New World** in writing of the delay and provides a new date for the designated test.

Criteria 2:

Successful acceptance of each application of Licensed Software delivered shall be deemed to have occurred at the time **Customer** begins using the application of Licensed Software to produce data or output which is distributed for actual use.

EXHIBIT J
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP NO.
2371-07-SN SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Response to the software specifications of **Customer's** RFP No. 2371-07-SN ("**New World** Response") is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services hours at the then current hourly rates.

If the terms and conditions of the **New World** Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.



APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

This agreement (**Agreement**) between the **City of Grand Junction, Colorado (Customer)** and **New World Systems® Corporation, (New World)** is to cover the procurement of Third Party products and services by **New World** for **Customer**.

The attached configuration (Exhibit 1) describes the Third Party products and services that **Customer** will be obtaining through **New World**. By their written approval below, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Actual and reasonable travel expenses incurred by **New World** and actual employee travel time up to but not to exceed four (4) hours per **Customer** visit, are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

After execution of this **Agreement**, the Exhibit 1 components and cost may be changed by mutual agreement of both parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected Agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on the Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES**

**EXHIBIT 1
CONFIGURATION**

THIRD PARTY COSTS		
ITEM	DESCRIPTION	INVESTMENT
1.	PC Base Register with One Cash Drawer, 17" Flat Panel Color Monitor, and Receipt/Journal/Slip Printer <i>Must purchase complete register, parts are not sold separately.</i>	2,899
2.	Crystal Decisions/Crystal Reports ¹	495
TOTAL THIRD PARTY HARDWARE		\$3,394

¹ *Training and Support for Crystal Reports is not provided by New World Systems.*



August 29, 2008

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mr. Jim Finlayson
Information Services Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Finlayson:

New World Systems is pleased to license you additional software per your request.

The attached form (Exhibit A) is to be reviewed and approved by you and/or your authorized representative. It describes the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: *Larry D. Leinweber*
Larry D. Leinweber, President

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By: *[Signature]* *8/29/08*
Authorized Signature Title

By: *RICH ENGLEHART* *DEPUTY*
Authorized Signature Title
CITY MANAGER

Date: *08-29-08*

Date: _____

Each individual signing above 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.



November 17, 2008

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mr. Jim Finlayson
Information Services Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Finlayson:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits A and B) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

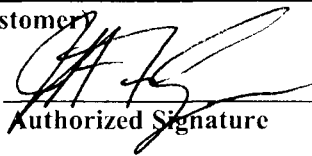
We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By:  I.S. Manager
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 12-01-08

Date: 11/25/2008

Each individual signing above 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.

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

PRICING IS VALID THROUGH NOVEMBER 28, 2008.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

1. **License Fee for Licensed Standard Software And Documentation Selected By Customer:**

LOGOS.NET STANDARD APPLICATION SOFTWARE			
ITEM	DESCRIPTION	INVESTMENT	
<u>ADDITIONS TO SOFTWARE MODULES</u>			
FINANCIAL MANAGEMENT SUITE			
1.	Logos.NET Additional Financial Management Software		
	- Business Analytics	\$5,000	
PAYROLL & HUMAN RESOURCES SUITE			
2.	Logos.NET Additional Payroll & HR Software		
	- Time & Attendance Interface ¹	8,000	
	- Business Analytics	12,000	
		<hr/>	
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$25,000	
	Less: Demonstration Site Discount	(5,000)	
	TOTAL ADDITIONAL SOFTWARE LICENSE FEE		<u>\$20,000</u>
<u>DELETIONS OF SOFTWARE MODULES</u>			
FINANCIAL MANAGEMENT			
3.	Logos.NET Additional Financial Management Software		
	- Bank Reconciliation		
4.	Expanded Revenue Collections		
	- PC Cash Register Interface		
	TOTAL SOFTWARE LICENSE FEE DELETIONS*		<u>(9,720)</u>
TOTAL SOFTWARE LICENSE FEE ^{1,2}			\$10,280

Standard Software Maintenance Agreement (SSMA) fees will increase by \$2,080 for the above software change and will commence ninety (90) days after installation of the software; year one cost to be prorated to run concurrently with Customer's existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

*The credit amount of \$9,720 is what was previously paid for the software being deleted.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Prices assume that all software proposed is licensed.*
- ² *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

2. License Fee Payment Schedule for Licensed Standard Software and Documentation

a) DOWN PAYMENT	\$5,140
50% of the total Exhibit A cost	
[Invoiced upon receipt of signed	
<i>Standard Software License and Services Agreement.</i>]	
b) DELIVERY PAYMENT	5,140
50% of each application cost	
[Invoiced as each Exhibit A Licensed Standard	
Software package is delivered to Customer.]	
TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE	<u>\$10,280</u>

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

PRICING VALID THROUGH NOVEMBER 28, 2008



August 29, 2008

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mr. Jim Finlayson
Information Services Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Finlayson:

New World Systems is pleased to license you additional software per your request.

The attached form (Exhibit A) is to be reviewed and approved by you and/or your authorized representative. It describes the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: *Larry D. Leinweber*
Larry D. Leinweber, President

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By: *[Signature]* *8/29/08*
Authorized Signature Title
By: *RICH ENGLEHART* *DEPUTY*
Authorized Signature Title
CITY MANAGER

Date: *08-29-08*

Date: _____

Each individual signing above 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.



November 17, 2008

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mr. Jim Finlayson
Information Services Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Finlayson:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits A and B) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

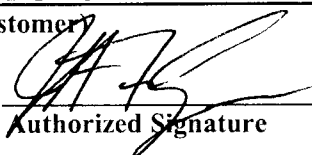
We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By: 
Authorized Signature I.S. Manager
Title

By: _____
Authorized Signature Title

Date: 12-01-08

Date: 11/25/2008

Each individual signing above 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.

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

PRICING IS VALID THROUGH NOVEMBER 28, 2008.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

1. License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE			
ITEM	DESCRIPTION	INVESTMENT	
<u>ADDITIONS TO SOFTWARE MODULES</u>			
FINANCIAL MANAGEMENT SUITE			
1.	Logos.NET Additional Financial Management Software		
	- Business Analytics	\$5,000	
PAYROLL & HUMAN RESOURCES SUITE			
2.	Logos.NET Additional Payroll & HR Software		
	- Time & Attendance Interface ¹	8,000	
	- Business Analytics	12,000	
		<hr/>	
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$25,000	
	Less: Demonstration Site Discount	(5,000)	
	TOTAL ADDITIONAL SOFTWARE LICENSE FEE		<u>\$20,000</u>
<u>DELETIONS OF SOFTWARE MODULES</u>			
FINANCIAL MANAGEMENT			
3.	Logos.NET Additional Financial Management Software		
	- Bank Reconciliation		
4.	Expanded Revenue Collections		
	- PC Cash Register Interface		
	TOTAL SOFTWARE LICENSE FEE DELETIONS*		<u>(9,720)</u>
TOTAL SOFTWARE LICENSE FEE ^{1,2}			\$10,280

Standard Software Maintenance Agreement (SSMA) fees will increase by \$2,080 for the above software change and will commence ninety (90) days after installation of the software; year one cost to be prorated to run concurrently with Customer's existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

*The credit amount of \$9,720 is what was previously paid for the software being deleted.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Prices assume that all software proposed is licensed.*
- ² *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

2. License Fee Payment Schedule for Licensed Standard Software and Documentation

a) DOWN PAYMENT	\$5,140
50% of the total Exhibit A cost	
[Invoiced upon receipt of signed	
<i>Standard Software License and Services Agreement.</i>]	
b) DELIVERY PAYMENT	5,140
50% of each application cost	
[Invoiced as each Exhibit A Licensed Standard	
Software package is delivered to Customer.]	
TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE	<u>\$10,280</u>

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

PRICING VALID THROUGH NOVEMBER 28, 2008



New World Systems
The Public Sector Software Company

June 30, 2009

DELETION OF SOFTWARE LICENSE & SERVICES AGREEMENT

Mr. Jim Finlayson
Information Services Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Finlayson:

The attached forms (Exhibits A, B, and G) are to be reviewed and approved by you and/or your authorized representative. They describe the software and services you have requested to be deleted along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

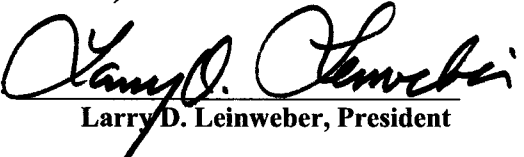
The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

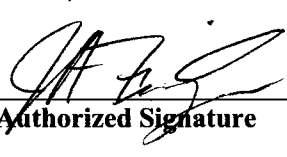
We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By: 
Larry D. Leinweber, President

By:  IT MANAGER
Authorized Signature Title

Date: 08-11-09

Date: 7/29/09

Each individual signing above 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.

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

PRICING IS VALID THROUGH JULY 31, 2009.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

I. License Fee for Licensed Standard Software And Documentation Selected By Customer:

<u>Application Package</u>	<u>Cost</u>
<u>DELETIONS</u>	
<u>FINANCIAL MANAGEMENT SUITE</u>	
1. Logos.Net Additional Financial Management Software	
- Government (GASB) Reporting	\$13,000
2. Logos.Net Procurement Management Suite	
- Bid & Quote Management	7,000
- Contract Accounting	7,000
<u>PAYROLL & HUMAN RESOURCES SUITE</u>	
3. Logos.Net Benefits Management	
- Flexible Spending Accounts (FSA) (development)	4,000
NEW WORLD STANDARD SOFTWARE LICENSE FEE	31,000
LESS: DISCOUNTS	(3,100)
ADJUSTED TOTAL SOFTWARE LICENSE FEES TO BE DELETED	\$27,900

Note: Standard Software Maintenance Agreement (SSMA) fees will be reduced by \$5,270 for the above software change at the next annual billing.

II. Adjusted Costs Recap

a) Adjusted Software License Fee	\$27,900
b) Less: Portion of Deleted Software not paid	<u>3,600</u>
TOTAL SOFTWARE CREDIT DUE:	<u>\$24,300</u>

Software credit must be used towards purchase of additional software purchases before December 31, 2009.

PRICING VALID THROUGH JULY 31, 2009

EXHIBIT B
INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

1. Completion of Installation and Training Support Hours

New World and Customer agree that the installation and training support services as defined in Exhibit B of the Agreement dated December 21, 2007 are hereby fulfilled and no additional hourly services associated with the 1000 hours will be billed or provided.

The obligation to provide hourly installation and training service as defined in Exhibit B of said Agreement has been completed.

EXHIBIT G
DELETION OF CUSTOMER REQUESTED CUSTOM SOFTWARE INTERFACE

1. Definition of Project

At **Customer's** request, **New World** will delete the Interfaces described below. This list includes interfaces cancelled with Change Order signed in October 2008.

a) Custom Software/Interfaces

- (1) - ACH Transmittal (Export)
- (2) - Purchasing Card (One-Way)
- (3) - Journal Import
- (4) - Faster Fleet Management System Interface (One-Way)
- (5) - GBA Master Fleet Software Interface (One-Way)
- (6) - The FireManager Software Interface (One-Way)
- (7) - Class – Active Community Solutions Interface (One-Way)
- (8) - POSS Police Scheduling Software Interface (Two-Way)
- (9) - EBMS Event Management Tracking Software Interface (One-Way)
- (10) - NorthStar Utilities Interface (One-Way)

With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from all the third parties involved and referenced above.

2. Cost and Payment for Modifications

The cost for the custom work was \$40,500. No payments have been made. The balance of \$40,500 will be deleted.



New World Systems®
The Public Sector Software Company

April 7, 2010

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Attn: Deputy Chief Troy Smith
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Dear Deputy Chief Smith:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibit AA and Proposal Summary dated 4/7/2010) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

GRAND JUNCTION, CO
(Customer)

By:  IT MANAGER
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 06-28-10

Date: 6/22/10

Each individual signing above 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.

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

**EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

I. Total Costs Summary: Licensed Standard Software

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	\$0

ONE TIME PROJECT COST: \$0

II. Standard Software Maintenance Services \$3,200

Standard Software Maintenance Agreement (SSMA) fees for the software listed on the attached proposal will be added to **Customer's** current SSMA fees and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with **Customer's** existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

GRAND JUNCTION, CO

Proposal Summary

April 7, 2010

A. STANDARD APPLICATION SOFTWARE ^{1,2,3,4}		
ITEM	DESCRIPTION	INVESTMENT
LAW ENFORCEMENT RECORDS		
	1. Aegis/MSP Federal and State Compliance Reporting for LE Records	
	- Federal UCR/IBR Reporting (add Clery Reporting)	20,000
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$20,000
	LESS DEMONSTRATION SITE DISCOUNT	(20,000)
TOTAL SOFTWARE LICENSE FEE ^{5,6}		\$0
TOTAL ONE TIME COST		\$0

B. MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT
	1. COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)	
	Annual SSMA to begin at the end of the warranty period; year one cost to be prorated to run concurrently with Customer's existing SSMA. (Includes Exhibit A ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.)	
	90-Day Warranty from Date of Delivery	No Charge
	Year 1 SSMA	\$3,200

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

MSP ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- ² *New World Systems' MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- ⁴ *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- ⁵ *Prices assume that all software is licensed.*
- ⁶ *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*



New World Systems®
The Public Sector Software Company

January 18, 2010

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR DELETION OF EARLIER PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

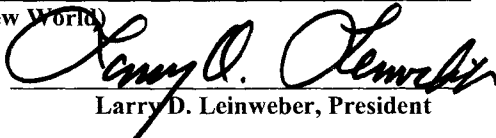
This agreement (Agreement) between **City of Grand Junction, Colorado (Customer)** and **New World Systems® Corporation, (New World)** is to delete the earlier authorization to procure Third Party products services by **New World for Customer**.

The attached configuration (Exhibit 1) describes the Third Party products and services that **Customer** agrees will be deleted by **New World**. By their written approval below, **Customer** authorizes **New World** to delete the Exhibit 1 products from delivery to:

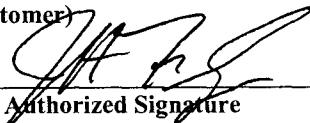
City of Grand Junction
Attn: Deputy Chief Troy Smith
250 North 5th Street
Grand Junction, CO 81501

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By:  IT MANAGER
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 06-28-10

Date: 6/22/10

Each individual signing above 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.

**AGREEMENT AND AUTHORIZATION FOR DELETION OF EARLIER PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES**

**EXHIBIT 1
CONFIGURATION**

DELETED ITEMS

A. SYSTEM HARDWARE		
ITEM	DESCRIPTION	INVESTMENT
1	(2) US Robotics V.90 External Data/Fax Modem (ECS)	(\$200)
Total System Hardware		(\$200)
B. SYSTEM SOFTWARE		
ITEM	DESCRIPTION	INVESTMENT
1	IBM Power 520 Express 8203-E4A (Message Switch - Primary Node) - IBM PowerHA/XD V5	(5,600)
2	IBM Power 520 Express 8203-E4A (Message Switch - Backup Node) - IBM PowerHA/XD V5	(5,600)
Total System Software		(\$11,200)
C. IBM SERVICES		
ITEM	DESCRIPTION	INVESTMENT
1	IBM Power 520 Express 8203-E4A (Message Switch - Primary Node) - 3 Year PowerHA/XD Software Maintenance, 24X7 Support	(\$1,900)
2	IBM Power 520 Express 8203-E4A (Message Switch - Backup Node) - 3 Year PowerHA/XD Software Maintenance, 24X7 Support	(\$1,900)
3	PowerHA/XD Implementation Services (Infinium Technologies) - Fixed Fee Installation, Travel Expenses Additional	(\$25,000)
Total IBM Services		(\$28,800)
TOTAL INVESTMENT		<u>(\$40,200)</u>

The cost for the Third Party products being deleted was \$40,200. The amount paid to date was \$20,100 and will be applied toward the remaining balance on the Third Party items not being cancelled. The balance of \$20,100 will be deleted.



New World Systems®
The Public Sector Software Company

June 14, 2010

SERIVCES AGREEMENT

Mr. Jim Finlayson
Information Technology Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Finlayson:

The attached form (Exhibit G) is to be reviewed and approved by you and/or your authorized representative. It describes the services you have requested to be deleted along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: Larry D. Leinweber
Larry D. Leinweber, President

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By: [Signature] IT MANAGER
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 06-28-10

Date: 6/22/10

Each individual signing above 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.

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

PRICING IS VALID THROUGH AUGUST 27, 2010.

EXHIBIT G
DELETION OF CUSTOMER REQUESTED CUSTOM SOFTWARE INTERFACE

1. Definition of Project

At Customer's request, New World will delete the Interface described below.

- a) Custom Software/Interfaces
 - (1) CopLink (one-way) (\$20,000):
One-way export of LE Records data to Coplink for analysis. Data will include case subjects, case narrative, global jacket information, arrest data and ticket/citation information.

3. Cost and Payment for Modifications

The cost for the custom work was \$20,000. Nothing was billed or paid to date. The full amount of \$20,000 will be deleted and will not be billed.



November 1, 2010

ADDITIONAL SERVICES AGREEMENT

Mr. Jim Finlayson
City of Grand Junction, CO
250 N. 5th Street
Grand Junction, CO 81501-2628

Dear Mr. Finlayson:

New World Systems is pleased to provide additional services for systems upgrade.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: Larry D. Leinweber
Larry D. Leinweber, President

CITY OF GRAND JUNCTION, CO
(Customer)

By: [Signature] IT MANAGER
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 11-18-10

Date: 11/16/10

Each individual signing above 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.

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

PRICING IS VALID THROUGH DECEMBER 31, 2010.

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Service Fees and Travel Costs

Allocating adequate support service resources for systems upgrade including: Current system review/analysis; Migration planning and pre-trip consultation; On-site trip (2-3 days); Windows Server 2008 installation & Configuration; SQL Server 2008 installation and configuration; Logos.NET installation; system performance tuning; and establishment of maintenance plans and back-up procedures will be \$5,000. (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceed four (4) hours per Customer visit.) The installation and training support services are typically performed at **Customer's** premises but, at **Customer's** option, may be provided at **New World** national headquarters in Troy, Michigan. (Other support services often involve services performed at the **New World's** national headquarters.) **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

Additional support services provided by **New World** after execution of this Agreement will be provided at the **Customer's** hourly rate in effect at that time, currently \$150 per hour.

2. Additional Services Available

Other **New World** services may be required or requested for the following:

- (a) File conversion assistance;
- (b) Consulting with **New World** technical staff;
- (c) Modifying the Licensed Standard Software;
- (d) Designing and programming Custom Software;
- (e) Maintaining modified Licensed Standard Software and/or Custom Software;
- (f) **New World** Consultation with other vendors or third parties;
- (g) Software testing; and/or
- (h) Assistance as **Customer** is going "live".

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by **Customer** and **New World**).

3. Payments for Services and Travel Costs

Support Services will be billed as follows:

a) Amount invoiced upon the Effective Date (100%)	\$5,000
TOTAL DUE	<u>\$5,000</u>

All travel costs will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**. **Payments are due within fifteen (15) days from receipt of invoice.**



New World Systems®
The Public Sector Software Company

November 1, 2010

ADDITIONAL SERVICES AGREEMENT

Mr. Jim Finlayson
City of Grand Junction, CO
250 N. 5th Street
Grand Junction, CO 81501-2628

Dear Mr. Finlayson:

New World Systems is pleased to provide additional services Logos.Net Human Resources - Next Gen.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services you have requested along with the related fees.


Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.


We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

CITY OF GRAND JUNCTION, CO
(Customer)

By:  IT MANAGER
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 11-18-10

Date: 11/16/10

Each individual signing above 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.

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

PRICING IS VALID THROUGH DECEMBER 31,2010.

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Service Fees and Travel Costs

Support services for implementation of Logos.Net Human Resources - Next Gen includes the following:

- (a) Current system review/analysis;
- (b) Participation in initial web-based overview;
- (c) Upgrade planning and consultation;
- (d) Detail Implementation Plan;
- (e) Conversion tools and documentation (the Logos.Net Human Resources - Next Gen conversion utility will utilize a wizard type approach and will provide end users with tools to build translation tables and execute the new conversion process. This process is designed to allow for multiple test conversion runs providing **Customers** the option to set up and test multiple configurations, around select areas of the new software, prior to executing the final conversion);
- (f) Up to 2 weeks of onsite implementation and training support services

Support service resources for Logos.Net Human Resources - Next Gen will be \$14,250. (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceed four (4) hours per Customer visit.) The installation and training support services are typically performed at **Customer's** premises but, at **Customer's** option, may be provided at **New World** national headquarters in Troy, Michigan. (Other support services often involve services performed at the **New World's** national headquarters.) **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

Additional support services provided by **New World** after execution of this Agreement will be provided at the **Customer's** hourly rate in effect at that time, currently \$150 per hour.

2. Additional Services Available

Other **New World** services may be required or requested for the following:

- (g) File conversion assistance;
- (h) Consulting with **New World** technical staff;
- (i) Modifying the Licensed Standard Software;
- (j) Designing and programming Custom Software;
- (k) Maintaining modified Licensed Standard Software and/or Custom Software;
- (l) **New World** Consultation with other vendors or third parties;
- (m) Software testing; and/or
- (n) Assistance as Customer is going "live".

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by **Customer** and **New World**).

3. Payments for Services and Travel Costs

Support Services will be billed as follows:

a) Amount invoiced upon the Effective Date (50%)	\$7,125
b) Amount invoiced 365 Days after Effective Date or upon completion of service, whichever comes first (50%)	7,125
TOTAL DUE.....	<u>\$14,250</u>

All travel costs will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**. **Payments are due within fifteen (15) days from receipt of invoice.**