NWS09REC

TYPE OF RECORD: NON-PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF CONTRACTOR: NEW WORLD SYSTEMS

SUBJECT/PROJECT: STANDARD SOFTWARE LICENSE AND
SERVICES AGREEMENT – LE RECORDS,
CORRECTIONS

CITY DEPARTMENT: ADMINISTRATION

YEAR: 2009

EXPIRATION DATE: 09/11/2014

DESTRUCTION DATE: 01/01/2021

08/09/2013 Redacted the word "Confidential" from several (most) pages after email
agreement from Bryan Proctor, VP & Corporate Counsel at New World Systems.
Please see related email in TRIM (record number EMAIL/6030).
M Catapano, City Records Manager

New World Systems
The Public Sector Software Company

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT
(LE Records, Corrections)

August 28, 2009

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	INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE SPECIFICATIONS
Exhibit I	ESCROW OF SOFTWARE SOURCE CODE
Exhibit J	ACCEPTANCE TESTING
Exhibit K	STATEMENT OF WORK
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)

By: _____
Larry D. Leinweber, President

Date: **08-28-09**

CITY OF GRAND JUNCTION, COLORADO
(Customer)

By: _____ Purchasing Mgr
Authorized Signature   Title

By: _____ City Clerk
Authorized Signature   Title

Date: **9/11/09**

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** and/or Agencies' own uses.

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 Technology Manager shall act as liaison between **Customer** and **New World** for the duration of this **Agreement**.

11. ***"SSMA":***
    The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.

12. ***"Computer":***
    The MSP Server(s) to be located at:

City of Grand Junction	*and Mesa County Sheriff's Office*	*and City of Grand Junction Police Department*
(Primary)	*(Secondary)*	*(Secondary)*
250 North 5ᵗʰ Street	*215 Rice Street*	*625 Ute Ave.*
Grand Junction, CO 81501	*Grand Junction, CO 81501*	*Grand Junction, CO 81501*

    Server(s) may be specifically identified or utilize a virtual environment but will be located at the specified locations. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location or additional 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 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.

15. ***"Agencies":***
    All authorized users listed in the note on Exhibit A.

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, and Agencies', processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's**, and Agencies' uses 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** and/or Agencies' internal uses 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 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** select, 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** shall assign 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** and/or Agencies' 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 due to Customer's negligence;

    (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 $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $1,000,000 for each accident; and in an amount not less than $1,000,000 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 Technology
> 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** and Agencies. 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.** The **Customer** shall be the administrator of the **Agreement** for staff at the Agencies.

18.7 The parties hereto understand and agree that the **Customer,** its City Council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this **Agreement,** the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§24-10-101, *et seq.,* C.R.S. as amended from time to time, or otherwise available to the **Customer.**

18.8 For the fiscal year starting January 1, 2010, and such fiscal years thereafter, and notwithstanding any other provision of this **Agreement**, the **Customer's** obligations under this **Agreement** are subject to annual appropriation by the **Customer's** City Council and the Agencies' Boards. Any failure of the City Council or a Board of one or more of the Agencies' annually to appropriate adequate monies to finance **Customer's** obligations under this **Agreement** shall terminate this **Agreement**. At such time, then-existing appropriations are to be depleted. Notice shall be given promptly to **New World** of any failure to appropriate such adequate monies.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

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

	DESCRIPTION OF COST	COST
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	$406,900
B.	PROJECT MANAGEMENT as further described in Exhibit B	84,000
C.	INTERFACE AND OTHER INSTALLATION SERVICES as further described in Exhibit B	66,500
D.	INSTALLATION AND TRAINING SERVICES as further described in Exhibit B	165,200
E.	DATA FILE CONVERSION ASSISTANCE Services as further described in Exhibit F	233,850
F.	CUSTOM SOFTWARE INTERFACES/MODIFICATION Services as further described in Exhibit G	41,200
G.	THIRD PARTY SERVICES as further described in Appendix 1	25,340
H.	TRAVEL EXPENSES	75,600

ONE TIME PROJECT COST: $1,098,590

J.   STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.

1.	Warranty Period	365 days from installation
2.	Year One of Standard Software Maintenance	$115,162
3.	Year Two of Standard Software Maintenance	115,162
4.	Year Three of Standard Software Maintenance	115,162
5.	Year Four of Standard Software Maintenance	115,162
6.	Year Five of Standard Software Maintenance	115,162

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

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

<u>II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products</u>

	<u>DESCRIPTION OF COST</u>		<u>COST</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$406,900
	1. Amount due upon delivery of Licensed Standard Software	$162,760	
	2. Amount due 90 days after delivery of Licensed Standard Software	244,140	

B.	**NEW WORLD PROFESSIONAL SERVICES AND TRAINING SERVICES**		549,550

Comprised of the following services:
       Project Management ($84,000)
       Interface Installation Services ($66,500)
       Installation and Training Services ($165,200)
       Data File Conversion Assistance ($233,850)

To be paid upon Acceptance of Milestone Tasks as Described in
Exhibit K: Statement of Work (SOW):

	1. Task 1: Project Kickoff	$65,788	
	2. Task 3: Standard Software Installation	65,788	
	3. Task 5: Data Conversion/Migration Analysis	65,787	
	4. Task 8: Develop Final Project Schedule	65,787	
	5. Task 12: Initial Data Conversion/Migration	65,787	
	6. Task 19: RMS Production Cutover (Live)	65,787	
	7. Task 23: CMS Production Cutover (Live)	65,787	
	8. Final Acceptance, as described in Exhibit J	89,039	

C.	CUSTOM SOFTWARE INTERFACES /MODIFICATION Services as further described in Exhibit G		41,200
	1. Amount due upon delivery of individual RD or RFS Document (60%)	$24,720	
	2. Amount due upon installation of enhancements and/or Custom software (40%)	16,480	

D.	THIRD PARTY SERVICES as further described in Appendix 1		25,340
	1. Amount due upon the Effective Date (50%)	$12,670	
	2. Amount due upon delivery of 3rd party services (50%)	12,670	

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

E.   OTHER COSTS   Included

          1. Source Code Escrow Setup Fee

F.   TRAVEL EXPENSES (Estimate)   75,600*
      (These expenses are billed as incurred)

          1. 54 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 54 trips will be billed at 4 hours maximum per (round) trip.
          3. Travel expenses shall not exceed $75,600 unless Customer and New World agree otherwise.

<div align="center">

ONE TIME PROJECT COST: **<u>$1,098,590</u>**

</div>

*Estimate

G.   STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.

1. Warranty Period	365 days from installation
2. Year One of Standard Software Maintenance	$115,162
3. Year Two of Standard Software Maintenance	115,162
4. Year Three of Standard Software Maintenance	115,162
5. Year Four of Standard Software Maintenance	115,162
6. Year Five of Standard Software Maintenance	115,162

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

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

Application Package[1,2,3,4]   Cost

LAW ENFORCEMENT RECORDS

  1.   **Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records**   78,000
       - Accidents
       - Arrest
       - Business Registry
       - Case Processing
       - Computer Aided Investigations
       - Federal Reports (UCR/IBR)
       - GIS/Geo-File Verification
       - Impounded Vehicles
       - Incident Tracking
       - Jacket Processing
       - Personnel/Education
       - Property
       - Traffic Tickets and Citations
       - Wants and Warrants

  2.   **Aegis/MSP Federal and State Compliance Reporting for LE Records**   20,000
       - Federal UCR/IBR

  3.   **Additional Aegis/MSP Software for Law Enforcement Records**
       - Activity Reporting and Scheduling   10,000
       - Bicycle Registration   10,000
       - Bookings   Included
       - Career Criminal Registry (parolee, sex offender)   10,000
       - Case Management   10,000
       - Civil Paper Tracking and Receipting   15,000
       - Demographic Profiling Reporting   15,000
       - Equipment Tracking   15,000
       - Field Investigations   10,000
       - Gang Tracking   15,000
       - Gun Permits and Registrations   10,000
       - Hazardous Materials   10,000
       - Narcotics Management   15,000
       - Orders of Protection   15,000

- Pawn Shops	10,000
- Property Room Bar Coding[5]	10,000

SUB-TOTAL RECORDS MODULES	**278,000**

CORRECTIONS

4. **Aegis/MSP Corrections Management Software Base Package**   66,000
   - Aegis/MSP LE Records Interface
   - Bookings
   - Incident Tracking
   - Inmate Property Tracking
   - Inmate Classification
   - Inmate Housing
   - Mass Move
   - Inmate Scheduling and Tracking
   - Inmate Contacts (visitor, mail, phone, emergency)
   - Inmate Programs (courses)
   - Inmate Activity Log
   - Trustee
   - Case Management
   - Corrections Officer Log
   - Finance Management (inmate, facility)
   - Jacket Processing
   - Business Registry
   - Personnel/Education
   - GIS/Geo-File Verification

5. **Aegis/MSP Federal & State Compliance Reporting for Corrections**   22,000
   Includes up to 4 reports
   - Federal and State Corrections Reporting

6. **Additional Aegis/MSP Software for Corrections Management**
   - Inmate Movement Tracking Bar Coding   11,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

- Commissary Accounting	11,000
- Officer Activity Reporting and Scheduling	11,000
- Officer Equipment Tracking	15,000
- Grievance Tracking	11,000

7. Aegis/MSP Third Party Corrections Interface Software [5]

- Livescan Interface	11,000
- Commissary Interface (Keefe)	15,000
- Evercom Interface (Securis)	15,000
- VINE Interface	11,000

SUB-TOTAL CORRECTIONS MODULES	**199,000**

ADDITIONAL PUBLIC SAFETY SOFTWARE

8. Aegis/MSP Public Safety State/NCIC Interface Software [6]

On-Line Modules - Includes 4 state inquiry screens

- On-Line Property Checks Interface to State/NCIC	11,000
- On-Line Pawn Shop Check Interface to State/NCIC	11,000

9. Aegis/MSP Data Analysis/Crime Mapping/Management Reporting

- Base with Two Applications (LE Records, Corrections)	30,000

10. Aegis/MSP Imaging Software

- Public Safety Lineups/Mug Shots [7]	29,000
- Digital Imaging/Electronic Signature Capture [8]	
- ID Badges	9,000
- Wanted Posters	9,000

SUB-TOTAL ADDITIONAL PUBLIC SAFETY SOFTWARE MODULES	**99,000**

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

11.	Site License for unlimited users	50,000
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	626,000
	LESS EXISTING CUSTOMER DISCOUNT	(187,800)
	LESS DEMONSTRATION SITE DISCOUNT	(31,300)
	TOTAL SOFTWARE LICENSE FEE [9,10]	**$406,900**

Note: Other than for Mobile Software, a Site License for unlimited users
is included for the Exhibit A Licensed Standard Software. The Site License includes the
following agencies as authorized users:
- Grand Junction Police Department
- Grand Junction Fire Department
- Mesa County Sheriff's Office
- Collbran Marshal's Office
- DeBeque Marshal's Office
- Colorado National Monument
- Glade Park Fire Department
- East Orchard Mesa Fire Department
- Central Orchard Mesa Fire Department
- Fruita Police Department
- Palisade Police Department
- Clifton Fire Department
- DeBeque Fire Department
- Lower Valley Fire Department
- Palisade Fire Department
- Plateau Valley Fire Department
- Gateway Fire Department
- Lands End Fire Department
- Colorado State Parks

The Site License is included for the non-Mobile Licensed Standard Software. The Site License
entitles **Customer** to an unlimited number of authorized workstations connected to the
Computer that provides CAD, RMS, and CMS services for the public safety agencies located
within Mesa County.

Both parties recognize that in a growing community like Mesa County, public safety agencies
may change over time and that additional agencies may be added within the county that will be
dispatched by the Grand Junction Regional Communication Center ("GJRCC"). Additionally,
the Site License includes affiliate fire departments that are dispatched by the GJRCC, some
which may be located geographically outside of Mesa County. Therefore, any public safety
agency located within Mesa County and/or dispatched by the GJRCC may be added to this
Agreement under the Site License provision at no additional cost.

Public safety agencies located within Mesa County or dispatched by GJRCC will also have the right and license to use the Licensed Standard Software on their own computers, excluding Mobile software, at no additional cost provided the public safety agency(s) execute a separate Software License Agreement with New World to include software maintenance and pay for any installation, training or implementation services that may be required.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

1
    Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003/2008Server and SQL Server 2005/2008 are required for the Application and Database Server(s).

2
    New World Systems' MSP product requires Microsoft Windows 2003 Server and SQL Server 2003/2008 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 Word and Excel.

4
    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.

5
    Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this Agreement. Customer is responsible for any 3rd party support.

6
    Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.

7
    Camera must meet product specifications and be procured through New World.

8
    Requires Pentium PC, Twain 32 Compliant flatbed scanner supplied by Customer.

9
    Prices assume that all software is licensed.

10
    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

PRICING VALID THROUGH SEPTEMBER 15, 2009.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

3.   Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated prices for up to two (2) years from the date of execution of this **Agreement**.

<p style="text-align:center">OPTIONAL SOFTWARE MODULES</p>

ADDITIONAL PUBLIC SAFETY SOFTWARE

1.   **Additional Aegis/MSP Software for Law Enforcement Records**

   - Property Room Bar Coding[5]   10,000

2.   **Aegis/MSP Third Party Corrections Interface Software** [5]

   - Northpointe JCIS Interface   11,000

   TOTAL SOFTWARE LICENSE FEE [9,10]   **$21,000**

Note: Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

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;
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** consultation with other vendors or third parties.

To implement the Exhibit A applications, the Project Management fee will be **$84,000.**

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, **1,180** 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;
b) **Customer** and/or Agencies' training and/or assistance in testing for each package of Licensed Standard Software; and
c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.

The project management, implementation and training support services are performed at **Customer's** and/or Agencies' 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.

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

	Interface Installation Services	
a)	VINE Interface	$4,000
b)	Livescan Interface (3 locations)	24,000
c)	Commissary Interface	4,000
d)	Evercom Interface	6,000
e)	On-Line Property Checks Interface to State/NCIC	6,000
f)	On-Line Pawn Shop Check Interface to State/NCIC	6,000
g)	New World Mug Shots/Imaging	4,000
	Other Installation Services Fees	
h)	Software System Testing	12,500

TOTAL INTERFACE INSTALLATION SERVICE FEES..**$66,500**

New World's GIS implementation services are to assist and train **Customer** and Agencies' in preparing their GIS mapping data for use with the Licensed Standard Software. **Customer** must provide an accurate GIS street centerline layer in an industry standard file format (ESRI Shape Files). **Customer** and Agencies' are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. **New World** will assist **Customer** and Agencies' to create and/or import map layers representing the Police/EMS/Fire boundaries. **New World** is not responsible for GIS data corrections, cleansing or accuracy.

4. Support Service Fees Estimate

The **1,180** hours of installation and training support services cost has been calculated using a rate of **$140** per hour. Additional services are also available at the rate of **$140** per hour. This rate is protected for two years from the date **New World** executes this **Agreement**. After second 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 ($84,000), Installation and Training Support Services ($165,200) and Interface and Other Installation Services ($66,500) costs will be a total of **$315,700**. (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.)

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

5. 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**).

6. Payments for Project Management Services

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

7. Payments for Interface and Other Installation Services

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

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

The payments for Installation and Training Support Services and Travel Costs are covered under the Cost Summary and Payment Schedule in Exhibit AA. 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. If an exemption is claimed by the **Customer**, an exemption certificate must be 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 on the first day after the end of the warranty period (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.

f) Emergency 24-hour per day telephone support, for all *Aegis* modules, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* phone support will be provided via pager and a **New World** support representative will respond to service calls within 30 minutes of call initiation.

g) Includes integration of the ESRI software that is a component of the Exhibit A Licensed Standard Software.

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

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

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.)

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 MSP Servers

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:

	Application Packages	Number of Modules
1)	Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records	14
2)	Aegis/MSP Federal and State Compliance Reporting for LE Records	1
3)	Additional Aegis/MSP Software for Law Enforcement Records	16
4)	Aegis/MSP Corrections Management Software Base Package	19
5)	Aegis/MSP Federal & State Compliance Reporting for Corrections	1
6)	Additional Aegis/MSP Software for Corrections Management	5

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

7)	Aegis/MSP Third Party Corrections Interface Software	4
8)	Aegis/MSP Public Safety State/NCIC Interface Software	2
9)	Aegis/MSP Data Analysis/Crime Mapping/Management Reporting	1
10)	Aegis/MSP Imaging Software	4
11)	Site License for unlimited users	N/A

NEW WORLD LICENSED STANDARD SOFTWARE LIST COST   **$626,000**

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

Warranty Period   365 days from installation

	Standard SSMA	Additional 7x24 SSMA	Total
Year 1	$100,000	$15,162	$115,162
Year 2	100,000	15,162	115,162
Year 3	100,000	15,162	115,162
Year 4	100,000	15,162	115,162
Year 5	100,000	15,162	115,162

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**	Located At:	250 North 5th Street
	Customer Name		Grand Junction, CO 81501 and
Installed At:	**Mesa County Sheriff's Office**	Located At:	215 Rice Street
	Customer Name		Grand Junction, CO 81501
Installed At:	**City of Grand Junction Police Dept.**	Located At:	625 Ute Avenue
	Customer Name		Grand Junction, CO 81501

Authorized Signature of Customer:

Name (Please Print or Type)	Title	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: _____   Individual: _____

By: _____   By: _____

Title: _____   Title: _____

Date: _____   Date: _____

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. **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. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the conversion effort based on the revised estimate.

2. This conversion effort includes data coming from one unique database or source, not multiple sources.

3. 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 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.

2. **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.

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 provide **Customer** up to 2 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.

5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

Customer Responsibilities

1. Up to **26** discrete data file/modules 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 one or more of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel spreadsheet, or an ASCII-format delimited text file. Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

3. **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

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.

Files to be converted:

Master Files:
- Master Name (Jackets)
- Master Property
- Master Gun
- Master Vehicle
- Statutes

Police CAD / Records Management System:
- CAD / Call for Service
- Incidents
- Cases
- Narrative
- Arrests (2 sources)
- Mug Shots
- Accidents (2 sources)
- Tickets/Citations (2 sources)
- Warrants (2 sources)
- Gun Permits
- Bicycle Registration
- Pawn Shops
- Field Investigations (2 sources)
- Orders of Protection
- Personnel Training (2 sources)
- External Documents (2 sources)
  (self-contained documents linked to legacy data)

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Corrections:
- Bookings
- Housing
- Classifications
- Activity

- Civil Papers

NOTE: The above conversion costs assume that New World will convert CAD/Call for Service from Motorola CAD; Incidents and Cases from Motorola InfoTrac RMS; and Incidents and Cases from Spillman RMS.

Customer Investment

The cost for the Data File Conversion services is **$233,850** 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 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** and/or Agencies' requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)*(1)* procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

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

a) Custom Software/Interfaces[1]
   With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
   (Includes web browser)

   (1) Pawn Interface (one file format) ($11,200):
   The Pawn Interface will be a one-way interface which will provide the ability to import pawn data from a flat or XML file from Leads online (or similar) into the Aegis MSP LE Records database.

   (2) Law Enforcement Records Inventory Enhancements ($30,000):
   New World Systems will develop enhancements to the LERMS Inventory Module that will be similar in functionality to the Aegis Fire Records Inventory Module. The module will provide the ability for the Customer to track consumable goods inventory, facilitating the inventory and order request workflow for the agency. Authorized users can add, locate, edit, and print vendor-specific inventory items, such as those that might be ordered from an office supplies store.

   Authorized users can:
   - Create vendor master account records
   - Create inventory item master records
   - Define supply locations
   - Records inventory count results
   - Create and maintain purchase orders
   - Create and track purchase requests
   - Search for and track item supplies across all locations.
   - Run standard reports: Inventory On-hand Listing, Inventory P.O. Request, Inventory P.O., Inventory Re-order Report, Physical Inventory Listing, Vendor Listing.

   The preliminary estimate for these enhancements is 300 hours.

   Once these enhancements become a module available as Licensed Standard Software, Customer shall not be responsible for additional software license fees on these enhancements. Customer will be responsible for paying maintenance and support fees on said module as described in this Agreement.

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

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 Requirements Document (RD) 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.

b)   Implementation Schedule

Activity	Targeted Time Period
(1) Complete Design Review or RFS Procedure with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits first draft of RD or RFS.	To be determined

(3)	RD 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 RD 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 **$41,200** and is to be paid as follows:

The payments for Standard Software Enhancements/Modifications and/or Custom Software Interface 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 G services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon by **Customer** and **New World**.

1) All Aegis Licensed software applications must be live prior to implementation of the Aegis Justice Link Interoperability Engine.

EXHIBIT H
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP
SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Response to the software specifications of **Customer's** RFP 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.

<div align="center">

EXHIBIT I
ESCROW OF SOFTWARE SOURCE CODE

</div>

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 included. The Annual Administrative Fee for the first 12 months after contract signing is included. This cost is currently $1,000 per year. 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.

<div align="center">

EXHIBIT J
ACCEPTANCE TESTING

</div>

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 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 fourteen (14) 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 K
STATEMENT OF WORK

TABLE OF CONTENTS

Attachments

The following attachments are included with this SOW:

        Appendix A1   Project Change Request (PCR)

STATEMENT OF WORK

General Information:

The following Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of a Commercial Off The Shelf (COTS) integrated Records Management (RMS), Computer Aided Dispatch (CAD) System, Corrections Management System (CMS) and Mobile Computing System (MCS) provided by **New World** to support the **Customer's** and Agencies' law enforcement dispatch, mobile and record-keeping operations. For the purposes of this SOW, the **Customer** will be responsible for performing the administrative tasks, approvals, sign-offs and acknowledgements on behalf of itself and all Agencies through the assigned Customer Project Manager. The **Customer** Project Manager will coordinate the participation of personnel from all Agencies that will be involved in the activities identified in the SOW.

Statement of Work tasks may not always start and complete in a sequential manner, but may overlap by mutual agreement. The project managers may also adjust task order by mutual agreement.

This SOW is contingent upon both **New World** and **Customer** fulfilling their respective responsibilities as defined in the **Agreement** and within this document. Both parties shall provide the management effort and staff commitment required to fulfill their responsibilities under the **Agreement**.

New World and the **Customer** have agreed to set December 31, 2010 as a target implementation date for CAD and March 31, 2011 as a target implementation date for Law Enforcement Records and Corrections Management.. A detail level Implementation Plan will be jointly developed to support that target date. 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.

General Assumptions:

1. No customization or modification requirements for the Aegis application have been defined as of the date of this SOW, except for those defined in the **Agreement.**
2. Work will be performed at **Customer's** location and **New World**'s project offices and will be performed during normal business hours, except when both parties agree otherwise
3. The project assumes the deployment, implementation, and production use ('go-live') on the current major version of the Aegis applications. Application of New Releases and/or Service Packs (small interim releases containing minor enhancements and defect corrections) may take place during the normal course of the project.

Scope

The objective of this project is to implement **New World** Systems' Aegis/MSP Standard Software Applications (LE Records, Computer Aided Dispatch, Corrections and Mobile software) at **Customer's** location. The scope of the project includes:

- Procuring and installing selected third-party components as specified in the Agreement.
- Installing the Aegis/MSP Licensed software.
- Deliver interfaces as specified.
- Delivery of modifications to Standard Software as specified in the **Agreement**.
- Training selected **Customer** staff on the technical use of the software, including:
    - Daily Operations
    - Tuning and performance management
    - Back-up and recovery
    - Reporting
    - Problem resolution
- Converting legacy data and importing it into the Aegis/MSP data bases (as specified in Exhibit F of the **Agreement**)
- Training **Customer** sworn and civilian staff on the business use of the software
- Assisting **Customer** in implementing the software for productive use
- Providing assistance in reviewing and testing of applications during the initial period of "live operational use"

Note: New World and **Customer** will identify and document tailoring for each **New World** Application. Application tailoring includes the renaming of agency-specific data elements, as well as defining site-specific parameters. Application tailoring does not include modifications, such as to the software source code, database layouts, report output column headers or formatting or interfaces to internal or external databases or systems. Any such modifications are considered "customization" and, unless specifically identified as "included customizations," are not included in the scope of this project.

New World Staff

The terms and conditions of **New World** staffing are defined in the **Agreement**.

Executive Sponsors:

Nino DiCosmo   Vice President of Aegis Public Safety Operations

Nino is the **New World** Executive responsible for professional services and customer support for all Aegis projects. Nino will stay actively involved in the project implementation and will attend several on-site project status meetings.

Jeff Sanders   Professional Services Manager

Jeff and his team of project managers and trainers are responsible for the implementation of the **Customer** project. Jeff will be active in the project implementation and scheduling of resources. Jeff will have direct contact on a regular basis with the **Customer** Project Manager to ensure the highest level of satisfaction during project implementation

Project Team

TBD   Project Manager

As specified in the **Agreement,** a project manager will be assigned to the project upon contract signing. This individual will be providing some of the initial set up and training and will also be a technical liaison to the corporate office. In addition, he/she will generate all status reports and correspondence.

Mike Aloe   Customer Support Manager

Mike will oversee control of the interface implementations; he will work closely with the **New World** Project Manger and the **Customer** Project Manager to insure the timely installation and training of all interface applications

On-Site Installation Support

TBD

These professionals will be assigned to the implementation of the **New World** deliverables. They will provide the initial set up, testing and user training along with recommendations for additional training staff as required.

Customer will staff the project with the following personnel:

Customer Project Manager (TBD)

Responsibilities include:

- Primary contact for the **New World** Project Manager
- Review and approve implementation schedule
- Final approval of Conversion Control Document
- Communicate and inform high level management of project progress, issues, and process changes
- Conduct management briefings
- Review and approve **New World** invoices
- Approve project scope changes
- Coordinate and manage activities of **Customer's** staff in fulfilling the **Customer's** responsibilities within the SOW and the **Agreement.**

System Administrator (TBD)

Responsibilities include:

- Ensure **Customer's** network, servers, and client (PC) environment is installed and maintained properly (i.e. **Customer's** hardware and system software infrastructure)
- Provide daily operational support of **Customer's** hardware and system software infrastructure
- Provide daily operational support for **New World** Standard Software to **Customer's** user staff.
- Perform backup, recovery, and routine update procedures for **New World's** Standard Software.

Project Staff Organizational Charts for New World System

New World Implementation Plan Methodology

New World's project implementation process follows the *Project Management Institute of America* standards for project management. This approach provides a framework of the required tasks to successfully implement the **New World** solution.

The implementation plan consists of five specific phases:

1. The Project Initiation Phase

2. The Planning Phase

3. The Executing Phase

4. The Controlling Phase

5. The Closing Phase

Within each of these phases, several tasks are accomplished. Each of the phases must be complete for the project to be successful.

Communications Plan

Objective: To ensure that all personnel involved are kept informed of the projects' progress, schedule, and identified requirements.

New World Responsibilities: **New World** will provide the following communications at the defined intervals:

Receiver	Sender	Information	Schedule	Normal Forum
Customer Project Manager	**New World** Project Manager	Project Status Report	Monthly	Sent by e-mail, **New World** project reporting form
New World Project Manager	**Customer** Project Manager	Project / Software Issues	Bi-Weekly	Phone call, facsimile or e-mail,
New World Project Manager	**Customer** Project Manager	Change Requests	As Needed	Change Request form Hard copy only
New World Project Manager	**Customer** Project Manager	Schedule Changes Customer	As Needed	Phone call, facsimile or e-mail,
Customer Project Director	**New World** Project Manager	Schedule Changes **New World**	As Needed	Phone call, facsimile or e-mail,
Customer and **New World** Project Managers	**Customer** and **New World** Project Managers	"Issue Tracking Report"	As Needed	Facsimile or e-mail

General Project Management Responsibilities

Project management occurs throughout the project and is involved in managing each task in this SOW. The overall project management activities are listed here for reference.

<u>**New World Responsibilities:**</u>

a. Maintain project communications with **Customer**'s Project Manager.

b. Manage the efforts of the **New World** staff and coordinate **New World** activities with **Customer**'s Project Manager.

c. Conduct on site status meetings with **Customer's** Project Manager and Senior Management on a monthly basis, which may be waived by mutual agreement between **Customer** and **New World** Project Managers.

d. Conduct weekly telephone status report conversations with **Customer**'s Project Manager.

e. Provide timely responses to issues raised by **Customer**'s Project Manager, within ten (10) business days.

f. Prepare and submit, no later than the fifth business day of each month, a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in MS Project 2000 (*or later*) format.

g. Prepare and submit project Change Proposals to **Customer**'s Project Manager as necessary.

h. Manage the efforts of **New World** staff and coordinate **New World** activities with **Customer**'s Project Manager.

i. Resolve deviations from the Project Schedule.

j. Monitor the project to ensure that support resources are available as scheduled and as identified in the Agreement.

k. Coordinate and oversee the installation of all licensed **New World** Standard Software applications.

<u>**Customer Responsibilities:**</u>

a. Maintain project communications with **New World**'s Project Manager.

b. Manage the efforts of **Customer** staff and coordinate **Customer** activities with the **New World** Project Manager.

c. The **Customer** Project Manager must ensure that their personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities.

d. The **Customer** Project Manager or designee will participate in the monthly and weekly status meetings with the **New World** Project Manager.

e. Provide timely responses to issues raised by the **New World** Project Manager, within ten (*10*) business days.

f. Manage all **Customer**-provided third-party vendors and associated systems.

g. Ensure Change Orders are approved by authorized signature(s).

h. Ensure timely payment of invoices.

i. Ensure **New World** VPN remote access and on-site access to **Customer** server and network equipment on all servers running **New World** Standard Software Applications.

j. Ensure workspace is available at **Customer**'s Project site for **New World**'s project manager. This space should include desks and chairs and electrical connections.

k. Ensure access to telephones at the work location for the duration of the project. **New World** will be responsible for all **New World**-initiated long-distance charges while on-site.

SOW Format:

Each task includes the following: Title, Objective, Task Description, Responsibilities and Completion Criteria. The tasks are depicted on the Project Schedule. All parties recognize that the SOW is not formatted chronologically with contractual obligations defaulting to the Project Schedule, unless otherwise noted.

Task 1: **Project Kickoff**

Objective(s):

Introduce all project participants;

Review roles of key participants;

Establish a clear chain of communication and authority;

Establish a project issue tracking report process;

Review overall project scope and objectives;

Review resource and scheduling requirements.

Task Description:

The project will be initiated with a Project Kickoff including **Customer** Senior Management, other key **Customer** personnel and **New World's** management team.

Responsibilities:

New World shall:

a. Work with **Customer**'s Project Manager to schedule and facilitate the Project Kickoff meeting at a **Customer** defined location.

b. Establish a schedule and agenda to meet with **Customer** personnel for the Business Practice Review meetings related to software configuration.

c. Deliver one (1) complete set of Baseline Documentation manuals on CD-ROM for all applications to **Customer**.

d. Work with **Customer** personnel in designing and approving of the format of an issue tracking report to be used in conjunction with Attachment 4. The purpose of the log is to identify outstanding issues, provide continual status updates on specific tasks and to identify responsibilities of the parties.

e. Update Project Schedule to reflect the mutually agreed initial planning tasks.

f. Perform a demonstration of the Applications included in Exhibit A for the Customer end-users. This will also include a Business Process Review of each functional area.

Customer shall:

a. Ensure that all appropriate **Customer** personnel attend and actively participate in the Project Kickoff meeting.

b. Establish a location for the kickoff meeting.

c. Work with **New World** personnel in designing and approving of the format of an issue tracking report. The purpose of the log is to identify outstanding issues, provide continual status updates on specific tasks and to identify responsibilities of the parties.

d. Work with **New World** to update the Project Schedule.

e. Attend the Application Demonstration and Business Process Review sessions.

Completion Criteria:

This task is considered complete when:

- The Project Kickoff meeting has been held; and

- **New World** has delivered the preliminary Project Schedule, a preliminary issue tracking report and the baseline documentation for all purchased applications.

Task completion will be confirmed by **Customer**'s signature on the task completion form presented by **New World**.

Task 2: **Finalize Customer Hardware Requirements**

Objective: Validate and finalize **Customer**'s hardware and third-party hardware and software requirements.

Task Description:

New World will conduct requirements review via teleconference and document the results of the review in the Site Plan.

Responsibilities:

New World shall:

a.   Verify with **Customer** personnel the computer processor(s), operating system software, third-party software, all associated workstations, printers, communications, and any other related components that will be purchased by **Customer.**

b.   Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the **New World** applications. As a part of the review, **New World** will make recommendations (if necessary) for site modifications necessary to meet minimum operating requirements for the **New World** applications.

c.   Provide **Customer** with minimum requirements for mobile data devices and workstations.

d.   Provide **Customer** with a Site Plan that includes the following:

(1)   Identification of any special space requirements

(2)   Functional system diagram, showing at a high level what **New World** Standard Software subsystems go on what servers.

Customer shall:

a.   Provide staff to assist **New World** with the Site Review.

b.   Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware requirements.

c.   Review the final hardware and operating system software configuration with the **New World** project team.

d.   Review **New World**'s recommendations regarding any existing communications networks and workstations and make any reasonable modifications identified by **New World** to ensure compatibility with the equipment and system to be installed.

Completion Criteria:

This task is considered complete when:

•   The hardware and software requirements have been conducted; and

•   A site plan has been delivered to **Customer.**

•   **Customer** has received site plan and provided **New World** any required edits to the plan.

Task completion will be confirmed by **Customer**'s signature on the task completion form presented by **New World**.

Task 3: **Standard Software Installation**

Objective: Install, as delivered, **New World** Standard Software on the Third Party Servers provided by the **Customer.**

Task Description:

Install all **New World** applications and Third Party Software on the servers and **Customer** workstations.

Responsibilities:

New World shall:

a. Verify with **Customer** staff that the workstations meet the specifications, including the operating system and related third party software.

b. Assume responsibility for installation activities associated with the required servers.

c. Install **New World** Standard Software applications on the servers and Third Party Software on 5 client workstations and also provide training to **Customer** staff on Standard Software installation or assist **Customer** in using its WISE Software deployment tool.

d. Perform the initial installation and configuration of the message switch (may be scheduled later in the project).

e. Set-up, Test/Train Software Server and install **New World** Standard Software applications. Train **Customer** on proper administration and maintenance of this server.

Customer shall:

a. Ensure that workstations meet **New World** specifications.

b. Procure and prepare required servers.

c. Notify **New World** when server hardware is on-site at **Customer** location and ready for **New world** personnel to install.

d. Assist with establishing network communications between **Customer** network and application servers.

e. Install **New World** Standard Software applications on Client workstations (after five clients).

Completion Criteria:

This task is considered complete when:

• **Customer** has procured and prepared the required servers; and

• The **New World** applications and third-party software are installed on the servers and workstations; and

• **New World** has completed the initial installation and configuration of the message switch (if scheduled early in project); and

- The **New World** application and third-party software is certified by **New World**.

Task completion will be confirmed by **Customer**'s signature on the task completion form presented by **New World**.

Task 4: **GeoFile Packet Introduction**

Objective: Initiate the development of a final GIS data for use within the **New World** products.

Task Description:

New World will introduce the parameters for the required GIS layers by providing the **Customer** with a GIS Implementation packet and conducting an initial review of **Customer** provided GIS data for compatibility within the **New World** software.

Responsibilities:

New World shall:

    a.   Appoint a GIS Implementation Specialist to serve as the primary point of contact for GIS related items during this portion of the project. Post GIS Implementation GIS related items will be handled through the **New World** Call Center.

    b.   Provide **Customer** with a **New World** GIS Implementation Packet describing the GIS data requirements.

    c.   Contact **Customer** to discuss the contents of the packet, and provide necessary deadlines for submission of necessary packet responses.

    d.   Conduct an initial load of **Customer**'s source GIS data.

Customer shall:

    a.   Supply **New World** with the most accurate GIS data in a standard ESRI format (shapefiles, personal geodatabase, file geodatabase, etc.) available to the customer.

    b.   Appoint a GIS single point of contact with **New World** to resolve all GIS issues related to the GIS data being compatible with the **New World** software.

    c.   Appoint a person to receive training on the maintaining the GIS portion of the **New World** software.

    d.   Ensure that all necessary GIS resources are made available to **New World**.

    e.   Carefully review the comments and/ or requested changes from the GIS Implementation Specialists related to the compatibility of the GIS data within the **New World** software. Provide any requested changes in a manner consistent with the Project Schedule.

Completion Criteria:

This task is considered complete when:

- **New World** has completed the GIS data evaluation; and

- **New World** has provided any detailed specifications of required changes or additions to **Customer** GIS data; and

- **Customer** and **New World** have reviewed the exception report provided by **New World**.

Task 5: **Data Conversion/Migration Analysis**

Objective: Using the guidelines from Exhibit F of the **Agreement**, prepare **Customer** and **New World** for data conversion and migration.

Task Description:

New World will analyze **Customer** source data, and develop and deliver the Data Conversion/Migration Plan.

Responsibilities:

New World shall (following the guidelines in Exhibit F of the **Agreement**):

a.   With **Customer** assistance, analyze existing **Customer** source data to determine its compatibility with the database structures in **New World** Application(s), and to determine the viability of its conversion or migration and use within the **New World** Application environment.

b.   Develop and deliver a Data Conversion/Migration Plan. The Plan will identify which data sources are to be converted and which are to be migrated; the database type and design for migrated data; and any detected data mapping issues or exceptions.

Customer shall (following the guidelines in Exhibit F of the **Agreement**):

a.   Provide **New World** with a representative sample of the data to be converted, on mutually agreeable transmission media (e.g., CD-ROM).

b.   Assist **New World** in analyzing source data.

c.   Review the Data Conversion/Migration Plan.

Completion Criteria (following the guidelines in Exhibit F of the **Agreement**):

This task will be complete when:

• The data analysis has been completed; and

• **New World** has delivered the Data Conversion/Migration Plan; and

• **Customer** has reviewed and signed off on the Data Conversion/Migration Plan.

Task 6: **Applications Tailoring & Configuration**

Objective: Review and subsequently document system tailoring and configuration requirements for the **New World** Standard Software applications.

Task Description:

Review meetings will be held in order to validate all requirements for tailoring, configuration and the implementation of the **New World** applications as identified in the Project Schedule.

Using **New World**'s Baseline Documentation documents, **New World** will work with the appropriate **Customer** staff to validate and document all tailoring and configuration requirements for the **New World** Standard Software applications.

This information will be recorded in the Application Software Master Configuration Tables. **Customer** may elect to print these setting for future reference.

Responsibilities:

New World shall:

    a. Review, with **Customer** personnel, **New World**'s Baseline Documentation for each product and validate those items to be tailored and configured.

Customer shall:

    a. Provide, upon request, currently existing information, data, records, and documents and make such design decisions as are reasonably required to document changes necessary for the **New World** applications.

Completion Criteria:

This task is considered complete when:

- **Customer** and **New World** mutually agree to the tailoring and configuration content.

Task 7: **Interface Requirements**

Objective: Review and subsequently document interface configuration requirements for the interfaces defined in the **Agreement**.

Task Description:

Review meetings will be held to review each interface to be installed in order to validate all requirements for the implementation of external interfaces as required

New World will work with the appropriate **Customer** staff to validate and document the requirements for each interface to be installed.

Responsibilities:

New World shall:

a. Conduct Interface Review session with **Customer** to collaboratively create the Interface Control Document (ICD), identifying standard and custom interfaces (with separate ICD language requirements).

b. For non-standard interfaces, document data exchange in the form of a software specification design document (SSDD).

c. Submit the finalized ICD and SSDD (as necessary) to **Customer**.

d. Address any issues identified by **Customer**. Exceptions to this term can be negotiated between the respective Project Managers at their discretion.

Customer shall:

a. Provide, upon request, currently existing information, data, records, and documents and make such design decisions as are reasonably required to prepare the final ICD.

b. Ensure that necessary certifications, approvals and other related issues will be completed by **Customer** prior to scheduled interface work.

c. Provide all required liaison support with the agencies and vendors required to support the interfaces.

d. Review the final ICD document submitted by **New World** and identify in writing any specific issues.

Completion Criteria:

This task is considered complete when:

• **New World** has completed the interface requirements review; and

• **Customer** has reviewed and approved the finalized ICD and SSDD documents.

Task 8: **Develop Final Project Schedule**

Objective: Establish the overall Project Schedule.

Task Description:

The objective of this task is to finalize the Project Schedule (to be developed and maintained in MS Project 2000 or higher) based upon the requirements identified and the associated project objectives, plans, schedules, approvals, priorities and inter-dependencies among tasks. The resulting document defines the specific project tasks to be completed, documents the final implementation schedule for each major software application.

Responsibilities:

New World shall:

a. Review with **Customer** personnel the identified implementation tasks, priorities, inter-dependencies, required resources and other requirements needed to establish the final Project Schedule.

b. Prepare the final Project Schedule document and deliver it to **Customer**.

c. Review the Project Schedule with **Customer** personnel and make changes and/or corrections that are mutually agreed upon.

d. Upon mutual agreement of the Project Schedule the Project Schedule will be baselined.

Customer shall:

a. Analyze with **New World** project personnel the identified requirements and make such implementation decisions as are reasonably required to finalize the Project Schedule.

b. Review the final Project Schedule and identify in writing any specific deficiencies found within ten (10) business days.

Completion Criteria:

This task is considered complete when:

- **New World** and **Customer** have mutually agreed to the finalized Project Schedule; and

- **New World** has delivered the finalized, base-lined Project Schedule.

Task 9: **Geofile Build and Training**

Task Description:

New World will implement procedures to support the loading of **Customer**-supplied GIS data for use within the **New World** software, and will support **Customer** in conducting an initial import/load. **New World** will also provide training and documentation on the GIS update/modification processes. **Customer** will be responsible for on-going updates to the GIS data used within the **New World** software. If the updating of the GIS data is being done directly against the **New World** enterprise geodatabase, the customer will need to have the appropriate ESRI software.

Responsibilities:

New World shall:

1. Obtain from Customer the **New World** required GIS data containing address point layer (optional) and street centerline layer geocodable by the systems proposed. The minimum essential address data for each point record includes a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and zone parameter (city, Venue, Municipality, etc.). The minimum essential street data for each record includes a unique numeric record identifier, directional prefix, street name, street type, and directional suffix. The street centerline file must also contain appropriate ranges for high and low addresses, on both left and right sides, for each segment record in the street centerline file. The supplied address point and street centerline layers need to be geocodable by ESRI's US_One_Address_with_Zone and US_Streets_with_Zone Locator Services. A matching Zone Parameter (city, Venue, Municipality, etc). is required for both locator services for Geocoding against an address point layer and street centerline layer within the **New World** software.

2. Obtain from **Customer** all appropriate required polygon boundary layers representing Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI. Each layer needs to have an ID (Capital Letters & Long Integer) populated with a positive unique number for each polygon.

3. The GIS Implementation Specialist will assist the customer in loading/importing their GIS data into the **New World** enterprise geodatabase within the **New World** software. It is required that all GIS data that is to be used within the MSP software will be maintained in a standard ESRI data format (Shapefiles, personal geodatabase, file geodatabase) and then loaded into the **New World** software. Or the required GIS data to be maintained directly in the **New World** enterprise geodatabase using ESRI's ArcGIS ArcEditor or ArcInfo desktop software. The customer will be responsible for purchasing this software independent of NWS if they do not already have such software.

4. Provide **Customer** a GIS Implementation Packet that details the requirements for the required GIS data within the **New World** software.

5. Provide **Customer** with a review of the compatibility of the supplied GIS data within the **New World** software.

6. Create a **New World** enterprise geodatabase using the **Customer** supplied GIS data.

7. Create a ArcGIS Server service using the **Customer** supplied GIS data.

8. Provide training to **City** on the GIS portion of the **New World** software.

Customer shall:

a. Provide **New World** required GIS data containing address point layer (optional) and street centerline layer geocodable by the systems proposed. The minimum essential address data for each point record includes a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and zone parameter (city, Venue, Municipality, etc.). The minimum essential street data for each record includes a unique numeric record identifier, directional prefix, street name, street type, and directional suffix. The street centerline file must also contain appropriate ranges for high and low addresses, on both left and right sides, for each segment record in the street centerline file. The supplied address point and street centerline layers need to be geocodable by ESRI's US_One_Address_with_Zone and US_Streets_with_Zone Locator Services. A matching Zone Parameter (city, Venue, Municipality, etc). is required for both locator services for Geocoding against an address point layer and street centerline layer within the **New World** software.

b. Provide **New World** all appropriate required polygon boundary layers representing Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI. Each layer needs to have an ID (Capital Letters & Long Integer) populated with a positive unique number for each polygon.

c. Address requested changes or additions to **Customer** GIS data as detailed in Task 3, in addition to any other activities for which **Customer** is responsible as identified in the GIS Implementation.

a. Assume responsibility for both initial GIS data development and ongoing GIS data maintenance.

b. Provide a GIS point of contact regarding GIS Implementation and ongoing GIS maintenance.

c. Provide the above-specified GIS data for import/load into the **New World** enterprise geodatabase.

d. Review the **New World**-provided GIS Implementation Packet and other provided **New World** related GIS documentation and media.

e. Provide any other GIS data for use within the **New World** software at the time of the initial import/load into the **New World** enterprise geodatabase.

f. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the initial import/load of the GIS data into the **New World** enterprise geodatabase .

g. Provide trained staff to make GIS data changes or corrections as necessary in support of GIS Implementation.

h. Be solely responsible for the content and accuracy of the supplied GIS data.

Completion Criteria:

This task is complete when:

*   The **New World** Standard Software GIS Implementation has been successfully completed with **Customer**-supplied GIS data; and

*   **New World** demonstrates to **Customer** that its application is working correctly with the loaded **Customer** GIS data; and

- **New World** has provided **Customer** with the appropriate GIS documentation and media necessary for ongoing maintenance of the GIS data within the **New World** software.

Note: Data errors in **Customer**-provided GIS data will not prevent task completion. However, inability of **New World**'s application to correctly use **Customer's** property formatted GIS data will prevent task completion.

Note: **New World**'s GIS team, through the **New World** Project Manager, will continue to be available to **Customer** to support **Customer's** ongoing GIS Implementation.

Task 10: **CAD Code Table and Master File Training**

Objective: Provide instruction to **Customer** on CAD table and Master File procedures.

Task Description:

New World will conduct a training course to: acquire the knowledge necessary to enter all the data in the CAD database tables (incident types, status codes, vehicle configuration, etc.); configure the available parameters to meet **Customer**'s operational needs of the CAD system (run cards, traffic stops, call stacking options, etc.); develop status windows for display of desired incident and unit information (pending call queues, active unit display, etc.). This training may not be scheduled until a preliminary geofile has been successfully completed by **Customer** and is loaded into the system.

Responsibilities:

New World shall:

a.   Provide a sample set of test/training files and deliver production data tables.

b.   Provide one (1) print-ready master copy and one (1) CD-ROM for all training materials for this task no less than ten (10) days prior to training.

c.   Instruct **Customer** personnel, including the CAD system administrator, on completing the entry of data in the CAD database tables.

d.   Instruct training participants on the configuration options for system functionality.

e.   Provide phone support, through **New World**'s Project Manager, for participants of the class after training has been completed

f.   Upon notification by **Customer** that all configuration has been completed, assigned **New World** staff shall spot-check select parameters and databases for completeness. Note that this spot-check is intended only to determine if the environment is usable for training; it will not serve to guarantee 100% data completeness or accuracy.

Customer shall:

a.   Certify to **New World** that the training environment setup and configuration has been completed and that the environment is ready for a spot-check review by the assigned **New World** staff.

b.   Assign appropriate personnel, to include the CAD system administrator to attend the CAD Configuration Training.

c.   Provide a single classroom facility that will accommodate all students. The classroom facility must include a computer projector, and computer workstation for the instructor, and a computer workstation for each **Customer** participant.

d.   Provide one paper copy of the training materials for each student.

e.   Complete the entry of all data in the CAD database tables prior to the Train the Trainer course.

Completion Criteria:

This task is considered complete when:

- **New World** has provided the described training to **Customer** personnel; and

- **New World** has spot-checked parameters and data entry for completeness.

Task 11: **Subsystem Interfaces**

Objective: Develop, install and test all Subsystem Interfaces.

Task Description:

All subsystem interfaces identified in the Interface Control Document (ICD) will be completed, installed and tested in accordance with the project schedule as agreed to by **Customer** and **New World**. Whenever possible, existing **New World** interfaces will be used or modified to **Customer's** requirements.

Responsibilities:

New World shall:

a. Design, complete, transfer, install, and tailor all software required for the subsystem interfaces resulting in their operating in accordance with the ICD.

b. Unit test, with **Customer** participation if desired, the functionality of each interface in accordance with the Interface Control Document.

c. Install and configure the **New World** NCIC Forms Tool.

Customer shall:

a. Provide all required liaison support with the other agencies and **Customer** vendors required to support the installation of the interfaces.

b. Participate in the unit testing if desired.

Completion Criteria:

This task is considered complete when:

- **New World** certifies each interface is installed and tested; and

- **Customer** has confirmed test results.

NOTE: Task 12 may be completed in phases, with the expectation that interfaces will be installed at different times.

Task 12: Initial Data Conversion/Migration

Task Description:

Complete the conversion of data as specified in the Task 4 plan. This includes conversion of CAD, Law Enforcement Records, and Corrections Management data as detailed in the Agreement.

New World shall (using the guidelines from Exhibit F of the **Agreement**):

    a.   Map the files provided by **Customer** to their corresponding **New World** files and fields

    b.   Provide the data element cross reference and conversion assumptions for **Customer** review and approval

    c.   Program and test file conversion programs

    d.   Deliver conversion programs to **Customer**.

    e.   Assist **Customer** in running data conversion programs on **Customer's** computer

    f.   Return **Customer's** data type

Customer shall (using the guidelines from Exhibit F of the **Agreement**):

    a.   Provide file layouts of files to be converted from the Task 4 plan.

    b.   Provide a definition of all data elements in the files to be converted.

    c.   Provide a detailed description of all codes used and cross-reference to **New World** tables to be used.

    d.   Send sample of data in appropriate format to **New World** for conversion testing.

    e.   Promptly review and deliver current data files to **New World.**

    f.   Establish a test database on **Customer's** computer.

    g.   Be available to answer questions and to make decisions on conversion rules and issues.

    h.   Promptly review and approve test data conversion results.

    i.   Promptly inform **New World** Project Manager and the **New World** Conversion team of issues found during the test run of data conversion.

    j.   Assist **New World** in installing and running final conversion programs on MSP database servers.

    k.   Install and run final conversion programs on **Customer's** computer.

Completion Criteria

The task is complete when:

- **New World** has delivered the initial converted and migrated data; and

- **New World** has returned the source data; and

- **New World** and **Customer** have developed a plan for corrective action for resolvable problems that arose from initial data conversion/migration; and

- **Customer** has approved the test conversion results

Task 13: **MDS Mobile Messaging Configuration and Installation**

Objective: Install and configure the MDS, and train **Customer** personnel on configuration procedures.

Task Description:

New World will train **Customer**'s staff on the configuration of MDS, and install/configure the MDS application on five (5) **Customer**-supplied mobile devices.

Responsibilities:

New World shall:

a. Install and configure the MDS software on five (5) **Customer**-supplied mobile data computers (MDCs) for Police and Fire.

b. Provide **Customer** with the training necessary to install the mobile software on the remaining **Customer**-supplied mobile data computers.

c. Provide written certification upon successful installation.

d. Be available to address and answer questions that arise during the installation of the baseline application software.

e. Provide a base configuration guide and Standard Software user guides for Police and Fire.

Customer shall:

a. Assign staff to attend the training session for software installation.

b. Assume responsibility for providing mobile hardware and wireless connectivity.

c. Install and configure the mobile software on all remaining **Customer**-supplied MDCs.

Completion Criteria:

This task is considered complete when:

- The MDS application has been installed and configured on up to five (5) mobile devices; and

- **Customer** personnel have received the training to install the mobile software.

Task 14: **CAD/MDS Technical and User Training**

Objective: Conduct CAD/MDS technical and user training.

Task Description:

A training program will be developed and scheduled exclusively for **Customer** and then conducted in the test or production environment to thoroughly train **Customer** training personnel on the use of the CAD subsystem and **Customer** technical personnel on the operation and support of CAD subsystem.

Responsibilities:

New World shall:

    a.   Develop the Training Plan with **Customer**.

    b.   Provide training according to the Training Plan.

Customer shall:

    a.   Develop the Training Plan with **New World**.

    b.   Participate in the training according to the Training Plan.

Completion Criteria:

This task is considered complete when:

- **Customer** and **New World** have mutually agreed to the Training Plan; and

- The scheduled technical and user training has been provided according to the Training Plan.

Task 15: **CAD/MDS Production Cutover**

Objective: Place CAD/MDS into Production Operation.

Task Description:

Put the CAD subsystem into operational use with **New World** assisting **Customer** in placing the subsystem into productive use.

Responsibilities:

New World shall:

a.   Notify **Customer** staff that the CAD application is ready for production status.

b.   Assist **Customer** staff in placing CAD into a production status.

c.   Monitor the initial operation of CAD and answer any operational questions raised by **Customer**.

d.   **New World** personnel will be on-site for a maximum of five (5) consecutive days, not to exceed eight (8) hours per day per employee. The exact hours will be determined by mutual agreement between **Customer** and **New World**. **New World**'s project manager will remain on-site for a longer period if mutually agreed upon by **Customer** and **New World**.

e.   Assist **Customer's** staff in utilizing the subsystem and the computer operations staff in supporting the subsystem.

Customer shall:

a.   Place the software into production and begin operational use in consultation with **New World** and in accordance with the Project Schedule.

b.   Provide trained personnel to be the first line of support.

Completion Criteria:

This task is considered complete when:

•   CAD is placed into production operation; and

•   **New World** has completed its on-site assistance.

Task 16: **RMS Application Software Tailoring**

Objective: Tailor the RMS Standard Software with approved modification (if any) and/or other modifications agreed upon by the parties.

Task Description:

The **New World** RMS Standard Software will be tailored in accordance with the approved modifications.

Responsibilities:

New World shall:

a.   Tailor the **New World** Application software in accordance with the approved modifications.

Customer shall:

a.   Respond to all questions that arise during system tailoring within ten (10) business days to avoid impacting overall project schedules.

Completion Criteria:

This task is considered complete when:

●   **New World** certifies that the application has been tailored in accordance with the approved modifications.

Task 17: **RMS Code Table and System File Training**

Objective: Provide instruction to **Customer** on configuration procedures.

Task Description:

New World will conduct an agreed upon training course for designated **Customer** personnel to acquire the knowledge necessary to enter all the data in the RMS database tables (incident types, master file data, etc.), and to configure the available parameters to meet **Customer**'s operational needs of the RMS system.

Responsibilities:

New World shall:

a. Provide a sample set of test/training files.

b. Provide one (1) print-ready master copy and one (1) CD-ROM for all training materials for this task no less than ten (10) days prior to training.

c. Instruct **Customer** personnel, including the RMS system administrator, on how to complete the entry of data in the RMS database tables.

d. Instruct training participants on the configuration options for system functionality.

e. Provide phone support, through **New World**'s Project Manager, for participants of the class after training has been completed.

f. Upon notification by **Customer** that all configuration has been completed, the assigned **New World** engineer shall spot-check select parameters and databases for completeness. Note that this spot-check is intended only to determine if the environment is usable for training; it will not serve to guarantee 100% data completeness or accuracy.

Customer shall:

a. Assign appropriate personnel, to include the RMS system administrator to attend the RMS Configuration Training.

b. Provide a single classroom facility that will accommodate all students. The classroom facility must include a computer projector, and computer workstation for the instructor, and a computer workstation for each **Customer** participant.

c. Provide one paper copy of the training materials for each student.

d. Complete the entry of all data in the RMS database tables prior to the Train the Trainer course.

Completion Criteria:

This task is considered complete when:

- **New World** has provided the described training to **Customer** personnel; and

- **New World** has spot-checked parameters and data tables for completeness.

Task 18: RMS Technical and User Training

Objective: Conduct RMS technical and user training.

Task Description:

A training program will be developed and scheduled exclusively for **Customer** and then conducted to thoroughly train **Customer** training personnel on the use of the RMS subsystem and **Customer** technical personnel on the operation and support of RMS subsystem.

Responsibilities:

New World shall:

    a.   Develop the Training Plan with **Customer**.

    b.   Provide training according to the Training Plan.

    c.   Assist **Customer** in performing the test process.

Customer shall:

    a.   Develop the Training Plan with **New World**.

    b.   Participate in the training according to the Training Plan.

    c.   Provide **Customer** staff to enter data and transactions during the test period.

Completion Criteria:

This task is considered complete when:

- **Customer** and **New World** have mutually agreed to the Training Plan and

- The scheduled technical and user training has been provided according to the Training Plan.

Task 19: **RMS Production Cutover**

Objective: Place RMS into Production Operation.

Task Description:

Put the RMS subsystem into operational use and assist **Customer** in placing the subsystem into productive use.

Responsibilities:

New World shall:

a. Notify **Customer** staff that the RMS application is ready for production status.

b. Assist **Customer** staff in placing RMS into a production status.

c. Monitor the initial operation of RMS and answer any operational questions raised by **Customer**.

d. **New World** personnel will be on-site for a maximum of three (3) consecutive days, not to exceed eight (8) hours per day per employee. The exact hours will be determined by mutual agreement between **Customer** and **New World**. **New World**'s project manager will remain on-site for a longer period if mutually agreed upon by **Customer** and **New World**.

e. Assist the training staff in utilizing the subsystem and the computer operations staff in supporting the subsystem.

Customer shall:

a. Place the software into production and begin operational use in consultation with **New World** and in accordance with the Project Schedule.

b. Provide **Customer** personnel to be the first line of support.

Completion Criteria:

This task is considered complete when:

- RMS is placed into production operation; and

- **New World** has completed its on-site assistance.

Task 20: **CMS Application Software Tailoring**

Objective: Tailor the CMS Standard Software with approved **Agreement** modification (if any) and/or other modifications agreed upon by the parties.

Task Description:

The **New World** CMS Standard Software will be tailored in accordance with the approved modifications.

Responsibilities:

New World shall:

    b.   Tailor the **New World** Application software in accordance with the approved modifications.

Customer shall:

    b.   Respond to all questions that arise during system tailoring within ten (10) business days to avoid impacting overall project schedules.

Completion Criteria:

This task is considered complete when:

- **New World** certifies that the application has been tailored in accordance with the approved modifications.

Task 21: **CMS Code Table and System File Training**

Objective: Provide instruction to **Customer** on configuration procedures.

Task Description:

New World will conduct an agreed upon training course for designated **Customer** personnel to acquire the knowledge necessary to enter all the data in the CMS database tables (incident types, master file data, etc.), and to configure the available parameters to meet **Customer**'s operational needs of the CMS system.

Responsibilities:

New World shall:

g. Provide a sample set of test/training files.

h. Provide one (1) print-ready master copy and one (1) CD-ROM for all training materials for this task no less than ten (10) days prior to training.

i. Instruct **Customer** personnel, including the CMS system administrator, on how to complete the entry of data in the CMS database tables.

j. Instruct training participants on the configuration options for system functionality.

k. Provide phone support, through **New World**'s Project Manager, for participants of the class after training has been completed.

l. Upon notification by **Customer** that all configuration has been completed, the assigned **New World** engineer shall spot-check select parameters and databases for completeness. Note that this spot-check is intended only to determine if the environment is usable for training; it will not serve to guarantee 100% data completeness or accuracy.

Customer shall:

e. Assign appropriate personnel, to include the CMS system administrator to attend the CMS Configuration Training.

f. Provide a single classroom facility that will accommodate all students. The classroom facility must include a computer projector, and computer workstation for the instructor, and a computer workstation for each **Customer** participant.

g. Provide one paper copy of the training materials for each student.

h. Complete the entry of all data in the CMS database tables prior to the Train the Trainer course.

Completion Criteria:

This task is considered complete when:

- **New World** has provided the described training to **Customer** personnel; and

- **New World** has spot-checked parameters and data tables for completeness.

Task 22: **CMS Technical and User Training**

Objective: Conduct CMS technical and user training.

Task Description:

A training program will be developed and scheduled exclusively for **Customer** and then conducted to thoroughly train **Customer** training personnel on the use of the CMS subsystem and **Customer** technical personnel on the operation and support of CMS subsystem.

Responsibilities:

New World shall:

    a.   Develop the Training Plan and Schedule with **Customer**.

    b.   Provide training according to the Training Plan.

    c.   Assist **Customer** in performing the test process.

Customer shall:

    a.   Develop the Training Plan with **New World**.

    b.   Participate in the training according to the Training Plan.

    c.   Provide **Customer** staff to enter data and transactions during the test period.

Completion Criteria:

This task is considered complete when:

- **Customer** and **New World** have mutually agreed to the Training Plan and

- The scheduled technical and user training has been provided according to the Training Plan.

Task 23: CMS Production Cutover

Objective: Place CMS into Production Operation.

Task Description:

Put the CMS subsystem into operational use and assist **Customer** in placing the subsystem into productive use.

Responsibilities:

New World shall:

a. Notify **Customer** staff that the CMS application is ready for production status.

b. Assist **Customer** staff in placing CMS into a production status.

c. Monitor the initial operation of CMS and answer any operational questions raised by **Customer**.

d. **New World** personnel will be on-site for **Customer** directed number of days, for a maximum of three (3) consecutive days, not to exceed eight (8) hours per day per employee. The exact hours will be determined by mutual agreement between **Customer** and **New World**. **New World**'s project manager will remain on-site for a longer period if mutually agreed upon by **Customer** and **New World**.

e. Assist the training staff in utilizing the subsystem and the computer operations staff in supporting the subsystem.

Customer shall:

c. Place the software into production and begin operational use in consultation with **New World** and in accordance with the Project Schedule.

d. Provide **Customer** personnel to be the first line of support.

Completion Criteria:

This task is considered complete when:

- CMS is placed into production operation; and

- **New World** has completed its on-site assistance.

Task 24: **Field Reporting System Application Software Tailoring**

Objective: Configure and tailor the **New World** Field Reporting Standard Software.

Task Description:

The **New World** Standard Software will be tailored according to the agreed upon configuration.

Responsibilities:

New World shall:

    a.   Tailor the **New World** Application software in accordance with the agreed upon configuration.

    b.   Provide up to four (4) tailored forms.

Customer shall:

    a.   Respond to all questions that arise during the tailoring process.

    b.   Review and approve the agreed upon forms with **New World**.

Completion Criteria:

This task is considered complete when:

- **New World** certifies that the application has been tailored in accordance with the agreed upon configuration.

Task 25: **Field Reporting System Technical and User Training**

Objective: Conduct Field Reporting System technical and user training.

Task Description:

A training program will be developed, scheduled, and conducted exclusively for **Customer** to thoroughly train **Customer** training personnel on the use of the Field Reporting System subsystem and **Customer** technical personnel on the operation and support of Field Reporting System subsystem.

Responsibilities:

New World shall:

    a.   Develop Training Plan with **Customer**.

    b.   Provide training according to the Training Plan.

Customer shall:

    a.   Develop Training Plan with **New World**.

    b.   Participate in the training according to the Training Plan.

Completion Criteria:

This task is considered complete when:

- The scheduled technical and user training has been provided according to the Training Plan.

Task 26: **Field Reporting System Production Cutover**

Objective: Place Field Reporting System into Production Operation.

Task Description:

Put the Field Reporting System subsystem into operational use and assist **Customer** in placing the subsystem into productive use.

Responsibilities:

New World shall:

a. Notify **Customer** staff that the Field Reporting System application is ready for production status.

b. Assist **Customer** staff in placing Field Reporting System into a production status.

c. Monitor the initial operation of Field Reporting System and answer any operational questions raised by **Customer**.

d. **New World** personnel will be on-site for a maximum of three (3) consecutive days, not to exceed eight (8) hours per day per employee. The exact hours will be determined by mutual agreement between **Customer** and **New World**. The **New World** project manager will remain on site for a longer period if mutually agreed upon by **Customer** and **New World**.

e. Assist the training staff in utilizing the subsystem and the computer operations staff in supporting the subsystem.

Customer shall:

a. Place the software into production and begin operational use in consultation with **New World** and in accordance with the Project Schedule.

Completion Criteria:

This task is considered complete when:

- Field Reporting System is placed into production operation; and

- **New World** has completed its on-site assistance.

Task 27: **Final Training**

Objective: Provide "post live" training.

Task Description:

Final training consists of training that occurs on a live production system, in accordance with the training plan established by mutual agreement of both Project Managers.

New World Responsibilities:

New World will:

a. Provide training according to the Training Plan.

b. Provide training in accordance with a mutually agreed-to schedule.

Customer shall:

a. Develop Training Plan with **New World**.

b. Participate in the training according to the Training Plan.

Completion Criteria:

This task is complete when:

- The training courses listed above have been completed.

A1 – Project Change Order Request

CHANGE ORDER REQUEST FORM

Submitted by: Date:

Problem/Concern/Reason for Scope Change:

Description of Scope Change:

Consequences of Scope Change:

Time:

Cost:

Effort:

Quality:

Resource:

Special Considerations:

Approved By:

Name/Title:

Date:

Signature:

New World Systems
The Public Sector Software Company

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

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This agreement (**Agreement**) between **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
> Attn: Deputy Chief Troy Smith
> 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 SOFTWARE

1. **JMS Inmate Tracking Kit – including wristbands (13 units)** $25,340
   (see attached)

TOTAL THIRD PARTY COSTS	**$25,340**

INMATE TRACKING HARDWARE

COMPONENTS	INVESTMENT
(13) Motorola MC5590-PK0DKQQA7WR Handheld Mobile Computer	**$18,850**
- Windows Mobile 6.1 Operating System	
- 128/256MB System Memory	
- Ruggedized Construction	
- QWERTY Keypad	
- Integrated 802.11A/B/G Wireless	
- Integrated Bluetooth	
- Integrated 2D Imager	
- Color 3.5" QVGA (320X240) Touch Panel LED Display	
- Standard 1X2400 MAH Battery	
(2) Zebra LP/TLP 2844-10300-0001 Thermal Transfer Bar Code Printer	**1,150**
- 4" Print Width	
- 203 dpi Print Resolution	
- 512KB Flash / 256KB SDRAM Memory	
(2) Clincher 4" Laminator Machine	**650**
Total Hardware	**$20,650**

ACCESSORIES	INVESTMENT
(13) Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55	**$2,210**
(13) Motorola 25-68596-01R USB Client Communication Cable	**260**
(13) Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery	**780**
(24) Zebra 800240-105 4"x1" Thermal Transfer Label Rolls	**170**
(24) Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon	**150**
(2) 243-006 6'USB Cable (Printer Connectivity)	**20**
(4) Boxes Clincher V Wristbands, Blue, Metal Fastener (500/Box)	**825**
(4) Pack - Reusable Lamination Sleeves (25/Pack)	**75**
(2) Clincher Dual Grip Fastener Tool	**150**

(2) Safety Scissors   50

                                                    Total Accessories   **$4,690**

          TOTAL INMATE TRACKING HARDWARE & ACCESSORIES   <u>**$25,340**</u>

<div style="background:black;color:white">NOTES</div>

1   *The above hardware and system software costs assume the licensing of New World Systems' application software and support as part of a complete solution. The proposed hardware is configured to run New World applications only.*

2   *Hardware Installation/Configuration services not included in this hardware proposal.*

New World Systems
The Public Sector Software Company

November 17, 2011

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Assistant Chief Troy Smith
Grand Junction Police Department
250 N. 5th Street
Grand Junction, CO 81501-2628

Dear Assistant Chief Smith:

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

The attached forms (Exhibit AA and Proposal Summary dated 11/17/2011) 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.
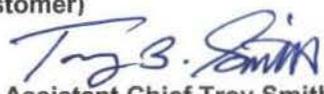
ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION (New World)	**GRAND JUNCTION POLICE DEPARTMENT, CO** (Customer)
By: _Larry O. Leinweber_	By: _Troy B. Smith_
Larry D. Leinweber, President	Assistant Chief Troy Smith
Date: 12-14-11	Date: 11-23-11

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 VALID THROUGH DECEMBER 23, 2011.

Corporate: 888 West Big Beaver Road, Suite 600, Troy, Michigan 48084-4749 248-269-1000   www.newworldsystems.com
1494-11A8F 1117 COPLINK IF - 2 agencies.xls
Page 1

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. **Total Costs Summary: Licensed Standard Software and Implementation Services**

DESCRIPTION OF COST	COST
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	$16,400
B. IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	17,000
ONE TIME PROJECT COST:	**$33,400**

II. **Payments for Licensed Standard Software and Implementation Services**

DESCRIPTION OF PAYMENT	COST
A. ONE TIME PROJECT PAYMENT:	
1. Amount due upon the Effective Date (100%)	$33,400
ONE TIME PROJECT PAYMENT:	**$33,400**

III. **Standard Software Maintenance Services**
Standard Software Maintenance Agreement (SSMA) fees for the software listed on the attached proposal will be **Customer's** responsibility and will be added to **Customer's** current SSMA fees on 4/1/12. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

Prorated Year 1 SSMA (Grand Junction Mesa Co Coop, CO - 4/1/12 - 12/31/12)	$1,680
Year 1 SSMA (Colorado Springs, CO - 4/1/12 - 3/31/13)	$2,240
YEAR 1 SSMA Total	**$3,920**
Year 2 SSMA (Grand Junction only - 1/1/13 - 12/31/13)	$2,240

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

GRAND JUNCTION POLICE DEPARTMENT, CO
Proposal Summary
November 17, 2011

A.	STANDARD APPLICATION SOFTWARE [1,2,3,4]	
ITEM	**DESCRIPTION**	**INVESTMENT**

LAW ENFORCEMENT RECORDS

1.	Aegis/MSP Third Party LE Records Interface Software [5]	
	- COPLINK Interface (2 agencies - Grand Junction, CO and Colorado Springs, CO)	$28,000
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$28,000**
	LESS DEMONSTRATION SITE DISCOUNT	(11,600)
	TOTAL SOFTWARE LICENSE FEE [6,7]	**$16,400**

B.	IMPLEMENTATION SERVICES (2 agencies)		
ITEM	**DESCRIPTION**		**INVESTMENT**

IMPLEMENTATION SERVICES

1.	Project Management Services as required:		$4,000
	- Project Management		
	- Overall consultation and communication		
	- Monthly status reports and project updates throughout the duration of the project		
	- Implementation Plan		
	Covers period of 12 months from Agreement Execution		
2.	Interface Installation Service Fees:		13,000
	- COPLINK Interface (Up to 32 hours of remote install support per agency)[8]	13,000	
	TOTAL IMPLEMENTATION SERVICES		**$17,000**

TOTAL ONE TIME		**$33,400**

C.	MAINTENANCE	
ITEM	**DESCRIPTION**	**INVESTMENT**

1. **COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)** (Per Year Cost)

Standard Software Maintenance Agreement (SSMA) fees for above software will be Customer's responsibility and will be added to Customer's current SSMA fees on 4/1/12. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.

Prorated Year 1 SSMA (Grand Junction Mesa Co Coop, CO - 4/1/12 - 12/31/12)	$1,680
Year 1 SSMA (Colorado Springs, CO - 4/1/12 - 3/31/13)	$2,240
YEAR 1 SSMA TOTAL	**$3,920**
Year 2 SSMA (Grand Junction, CO only - 1/1/13 - 12/31/13)	$2,240

PRICING VALID THROUGH DECEMBER 23, 2011.

OPTIONAL APPLICATION SOFTWARE

A.   STANDARD APPLICATION SOFTWARE [1,2,3,4]

ITEM	DESCRIPTION	INVESTMENT
	LAW ENFORCEMENT RECORDS	
1.	**Aegis/MSP Third Party LE Records Interface Software [5]**	
	- COPLINK Interface (1 agency)	$14,000
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$14,000**
	LESS DEMONSTRATION SITE DISCOUNT	(3,500)
	TOTAL SOFTWARE LICENSE FEE [6,7]	**$10,500**

B.   IMPLEMENTATION SERVICES

ITEM	DESCRIPTION		INVESTMENT
	IMPLEMENTATION SERVICES		
1.	Project Management Services as required:		$2,000
	- Project Management		
	- Overall consultation and communication		
	- Monthly status reports and project updates throughout the duration of the project		
	- Implementation Plan		
	Covers period of 12 months from Agreement Execution		
2.	Interface Installation Service Fees:		6,500
	- COPLINK Interface (Up to 32 hours of remote install support per agency)[8]	6,500	
	TOTAL IMPLEMENTATION SERVICES		**$8,500**
	TOTAL ONE TIME		**$19,000**

C.   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.	
	90-Day Warranty from Date of Delivery	No Charge
	Year 1 SSMA per Agency	$2,240

PRICING VALID THROUGH NOVEMBER 25, 2011.

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 2003/2008Server 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] Does not include any required 3rd party hardware or software unless specified in Section C of this proposal. Customer is responsible for any 3rd party support.

[6] Prices assume that all software is licensed. Prices are quoted as preliminary estimates only and are subject to further clarification and confirmation.

[7] Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

[8] Should on-site support be required, Customer will be responsible for 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. All travel costs will be billed weekly for services provided in the previous calendar week.

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Grand Junction, CO** (Aegis) (**Customer**) supersedes and consolidates the agreements signed in September 2009 and sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 1/1/13 to (end date) 12/31/17.

2. Services Include

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
(c) Revisions to Licensed Documentation.
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
(e) Invitation to and participation in user group meetings.
(f) Emergency 24-hour per day telephone support, for Aegis suite, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a New World support representative will respond to CAD service calls within 30 minutes of call initiation.
(g) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

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

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

3. Maintenance for Modified Licensed Standard Software and Custom Software

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

4. Billing

Maintenance costs will be billed annually as detailed on the following page.

5. Additions of Software to Maintenance Agreement

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

6. <u>Requests for Software Correction on Licensed Standard Software</u>

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;

(b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and;

(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. <u>Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server</u>

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

Application Package		Number of Modules
1. *Aegis*®	Computer Aided Dispatch (CAD)	21
2. *Aegis*®	Law Enforcement Records Software	27
3. *Aegis*®	Public Safety Interface Software	16
4. *Aegis*®	Corrections Management Software	17
5. *Aegis*®	Photo Imaging Software	4
6. *Aegis*®	Data Analysis/Crime Mapping/Mgt Reporting	2
7. *Aegis*®	Decision Support Software	4
8. *Aegis*®	Mobile Management Server Software	3
9. *Aegis*®	Mobile Software on the RS6000	5
10. *Aegis*®	Mobile Client Laptop Software	16
11. *Aegis*®	Mobile Software on the 400 or MSP Server	2
12. *Aegis*®	Aegis Link Software	2
13. *Aegis*®	Site License	1
14. *Aegis*®	ESRI Embedded Applications - New	4

ANNUAL
MAINTENANCE COST: <u>See Below</u>

Period Covered	Annual Amount	Billing Date
1/1/2013 to 12/31/2013	$256,587	12/15/2012
1/1/2014 to 12/31/2014	$264,284	12/15/2013
1/1/2015 to 12/31/2015	$272,213	12/15/2014
1/1/2016 to 12/31/2016	$280,380	12/15/2015
1/1/2017 to 12/31/2017	$288,791	12/15/2016

<u>ALL INVOICES ARE DUE THIRTY (30) DAYS FROM BILLING DATE.</u>
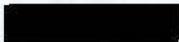
8. **Terms and Conditions**

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

ACCEPTED BY:

Customer: Grand Junction, CO (Aegis)

Name: _J. Vatt_

Title: _Financial Operations Manager_

Date: _9/19/12_

ACCEPTED BY:

New World Systems Corporation

Name _Larry D. Leweke_

Title: _President_

Date: _09-25-12_

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.
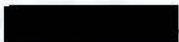
Grand Junction, CO (Aegis)

Licensed Application Software
At August, 2012

1. **Aegis® Computer Aided Dispatch (CAD)**
   - Combined LE/Fire/EMS CAD MSP
     - Base
     - CAD Messaging Module
     - Call Scheduling Module
     - Call Stacking Module
     - Dispatch Questionnaire Module
     - Geo-File Verification Module
     - Hazard and Location Alerts Module
     - Interface to Aegis® Law Enforcement Records Module
     - Interface to Aegis® Fire Records Module
     - Note Pads Module
     - Rip-N-Run Module
     - Run Cards Module
     - Tone Alerts Module
     - Unit Control Panel Module
     - Unit Recommendation Module
   - CAD Mapping MSP
   - Service Vehicle Rotation MSP
   - Briefing Notes CAD MSP (Includes BOLOs)
   - CAD Auto Routing MSP
   - CAD AVL Playback MSP
   - CAD View Only Browser Interface MSP

2. **Aegis® Law Enforcement Records Software**
   - LE Records Multi-Jurisdictional Base MSP
     - Base
     - Accidents Module
     - Arrest Module
     - Business Registry Module
     - Case Processing Module
     - Computer Aided Investigations Module
     - Federal Reports (UCR/IBR) Module
     - Geo-File Verification Module
     - Impounded Vehicles Module
     - Incident Tracking Module
     - Jacket Processing Module
     - Personnel / Education Module
     - Property Module
     - Traffic Tickets and Citations Module
     - Wants and Warrants Module
   - LE Records Federal & State Compliance MSP
   - Field Investigations MSP
   - Case Management MSP
   - Bicycles MSP
   - Pawn Shops MSP
   - Bookings MSP
   - Career Criminal Registry MSP
   - Narcotics Management MSP
   - Equipment Tracking MSP
   - Hazardous Materials MSP
   - Gang Tracking MSP
   - Property Room Bar Coding MSP

Grand Junction, CO (Aegis)

Licensed Application Software
At August, 2012

3. **Aegis® Public Safety Interface Software**
   - State/NCIC Interface MSP
   - On-Line CAD Interface to State/NCIC MSP
   - On-Line Wants & Warrants Interface to State/NCIC MSP
   - On-Line Property Checks Interface to State/NCIC MSP
   - E-911 Interface MSP
   - Priority Dispatch ProQA for EMD Interface MSP
   - CAD Pager Interface MSP
   - On-Line Pawn Shops Interface to State/NCIC MSP
   - Vine Interface MSP
   - Livescan Interface MSP
   - On-Line Global Subjects Interface to State/NCIC MSP
   - Ticket Writer Interface MSP
   - Pictometry Interface MSP
   - APS Accident Interface MSP
   - Encoder Interface MSP
   - COPLINK Interface

4. **Aegis® Corrections Management Software**
   - Corrections Management Base MSP
     - Base
     - Interface to Aegis® Law Enforcement Records Module
     - Bookings Module
     - Custody Tracking Module
     - Inmate Classification Module
     - Inmate Property Tracking Module
     - Inmate Tracking and Processing
   - Commissary Accounting MSP
   - Officer Equipment Tracking MSP
   - Federal & State Corrections Compliance MSP
     - Base
     - Federal and State Corrections Reporting Module
     - FBI Fingerprint Card Module
     - State Fingerprint Card Module
   - Commissary Interface MSP
   - Inmate Movement Tracking Bar Coding
   - Activity Reporting and Scheduling - Corrections MSP
   - Grievance Tracking MSP

5. **Aegis® Photo Imaging Software**
   - Digital Imaging MSP
   - Public Safety Mug Shots/Line-Ups MSP
     - Digital Imaging
   - Wanted Posters
   - ID Badges

6. **Aegis® Data Analysis/Crime Mapping/Mgt Reporting**
   - Analysis Base With One Application
   - Analysis Base With Two Applications

7. **Aegis® Decision Support Software**
   - Corrections Management Dashboard
   - Corrections Management Data Mart
   - LE Management Data Mart
   - LE Management Dashboard

8. **Mobile Management Server Software**
   - Field Reporting Server
   - Field Reporting Data Merge
   - Base CAD/NCIC/Messaging

9. **Mobile Software on the RS6000**
   - Base Message Switch to NCIC
   - RS/6000 State/NCIC Interface
   - New World CAD Interface for Aegis/MSP
   - Mobile Upload Software
   - AVL Interface

10. **Mobile Client Laptop Software**
    - LE State/NCIC via Switch   180 User(s)
    - Drivers License Mag Stripe Reader Interface   180 User(s)
    - LE Field Reporting   230 User(s)
    - Mobile Upload of Field Reports   230 User(s)
    - LE CAD Via Switch   180 User(s)
    - LE Field Reporting Compliance   230 User(s)
    - Fire CAD Via Switch (Messaging)   50 User(s)
    - Mugshot Images Download   180 User(s)
    - In Car Mapping   180 User(s)
    - New World AVL   230 User(s)
    - In-Car Routing   180 User(s)
    - Ticket Writer Interface   110 User(s)
    - Fire In Car Mapping   50 User(s)
    - Field Investigation Field Reporting   230 User(s)
    - Fire In Car Routing   50 User(s)
    - APS MCT Accident Interface   110 User(s)

11. **Mobile Software on the 400 or MSP Server**
    - AVL CAD Interface
    - MDT/MCT Base CAD/RMS Interface

12. **Aegis® Aegis Link Software**
    - Web Inmate Query
    - Web Portal Case/Accident Report Download

13. **Aegis® Site License**
    - Site License

14. **Aegis® ESRI Embedded Applications**
    - Mobile In-Car Mapping Integration
    - Mobile In-Car Routing Integration
    - CAD Workstations Integration
    - ArcGIS Standard Enterprise Server Integration

New World Systems
The Public Sector Software Company

September 11, 2012

ADDITIONAL SOFTWARE LICENSE AGREEMENT

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

Dear Mr. Finlayson:

New World Systems agrees to provide the software changes per your request as reflected in the attached Proposal Summary.

The attached forms (Exhibit AA and Proposal Summary dated 9/11/2012) 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.
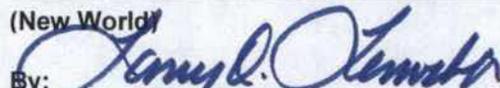
The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.
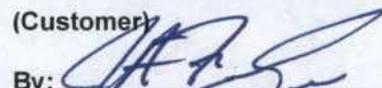
ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION	CITY OF GRAND JUNCTION, CO
(New World)	(Customer)
By: *Larry D. Leinweber*	By: _____ IT MANAGER
Larry D. Leinweber, President	Authorized Signature Title
	By: _____
	Authorized Signature Title
Date: __10-10-12__	Date: __9/28/12__

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 VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. **Total Costs Summary: Licensed Standard Software and Implementation Services**

DESCRIPTION OF COST	COST
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	$0
B. IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	0
ONE TIME PROJECT COST:	**$0**
C. TRAVEL EXPENSES (Estimate)	$1,500

II. **Payments for Licensed Standard Software and Implementation Services**

DESCRIPTION OF PAYMENT	COST
A. ONE TIME PROJECT PAYMENT: 1. Amount due upon the Effective Date (100%)	$0
ONE TIME PROJECT PAYMENT:	**$0**
B. TRAVEL EXPENSES (Estimate) 1. 1 trip is anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses. All travel costs will be billed weekly for services provided in the previous calendar week.	$1,500

III. **Standard Software Maintenance Services**
Standard Software Maintenance Agreement (SSMA) fees will remain unchanged.

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

A.	STANDARD APPLICATION SOFTWARE [1,2,3,4]			
ITEM	**DESCRIPTION**			**INVESTMENT**

DELETED STANDARD SOFTWARE

AEGIS LINK SOFTWARE

		List	Discount	Amt Paid
1. Web Applications				
- Web Case/Accident Report Download		15,000	(5,000)	(10,000)

ADDED STANDARD SOFTWARE

AEGIS LINK SOFTWARE

2. Web Consolidated Search	
- Web Query	15,000
NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$5,000**
LESS DEMONSTRATION SITE DISCOUNT	**(5,000)**

TOTAL SOFTWARE LICENSE FEE [5,6]	<u>$0</u>

B.	IMPLEMENTATION SERVICES [7]	
ITEM	**DESCRIPTION**	**INVESTMENT**

DELETED IMPLEMENTATION SERVICES

1. Fixed Installation Service Fees:	
- Web Case/Accident Report Download	(4,000)
2. CUSTOM SOFTWARE	
- Web/Case Accident Download (one-way)	0
(100 hours of pre-paid services valued at $15,000 to be used for future services through June 30, 2013. After June 30, 2013, any remaining credit will expire.)	

ADDED IMPLEMENTATION SERVICES

3. Fixed Installation Service Fees:	
- Web Query	4,000

TOTAL IMPLEMENTATION SERVICES	$0

TOTAL ONE TIME COST	$0

C.	MAINTENANCE	
ITEM	DESCRIPTION	INVESTMENT

1. COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)

Annual SSMA to remain unchanged.

D.	TRAVEL AND LIVING EXPENSES (Estimate)	
ITEM	DESCRIPTION	INVESTMENT

1. TRAVEL AND LIVING EXPENSES (Estimate)

Estimated 1 trip at $1,500 per trip. $1,500

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

MSP ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Aegis products. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*

[2] *New World Systems' Aegis 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' Aegis 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] *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

[7] *Travel and expenses are described in Section IIB of Exhibit AA.*

September 13, 2012

Attention: Mr. Jay Valentine
              City of Grand Junction
              250 N. 5th Street
   Grand Junction, CO 81501-2628

Subject: Letter of Understanding (LOU) Regarding Standard Software License and Services Agreement

Whereas, New World Systems ("New World") and the City of Grand Junction, CO ("Customer"), collectively the "Parties", are engaged in a project under a series of agreements including the Standard Software License and Services Agreement dated September 11, 2009 (the "Agreement"), and in mutual consideration for agreed upon changes to the project, the Parties hereby agree as follows:

1. As part of the LOU, and in consideration for the adjustments made by New World, Customer agrees to execute the attached Standard Software Maintenance Agreement ("SSMA") for the period of 1/1/13 – 12/31/17 which reflects the costs and services provided by New World to Customer for its current software inventory.

2. Customer also agrees to pay all outstanding Accounts Receivable amounts due New World, currently $72,259, upon execution of this LOU.

The Parties hereby confirm their acceptance of this LOU by their respective signatures. Unless otherwise modified by this LOU, the Terms and Conditions of the September 11, 2009 Agreement shall continue to apply and govern the interpretation of this Letter of Understanding, including any terms contained herein. Such Terms and Conditions shall also govern any dispute that may result from this Letter of Understanding.

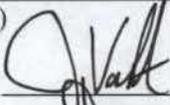**NEW WORLD SYSTEMS® CORPORATION**
(New World)

Signature: _____
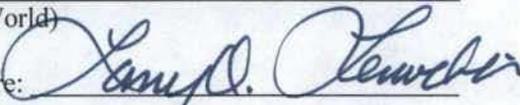
Name: Larry Leinweber

Title: President

Date: _____09-25-12_____

CITY OF GRAND JUNCTION, COLORADO
(Customer)

Signature: _____

Name: Mr. Jay Valentine

Title: Financial Operations Manager

Date: _9/19/12_

Grand Junction, CO (Aegis)

Licensed Application Software
At August, 2012

8. **Mobile Management Server Software**
   - Field Reporting Server
   - Field Reporting Data Merge
   - Base CAD/NCIC/Messaging

9. **Mobile Software on the RS6000**
   - Base Message Switch to NCIC
   - RS/6000 State/NCIC Interface
   - New World CAD Interface for Aegis/MSP
   - Mobile Upload Software
   - AVL Interface

10. **Mobile Client Laptop Software**
    - LE State/NCIC via Switch   180 User(s)
    - Drivers License Mag Stripe Reader Interface   180 User(s)
    - LE Field Reporting   230 User(s)
    - Mobile Upload of Field Reports   230 User(s)
    - LE CAD Via Switch   180 User(s)
    - LE Field Reporting Compliance   230 User(s)
    - Fire CAD Via Switch (Messaging)   50 User(s)
    - Mugshot Images Download   180 User(s)
    - In Car Mapping   180 User(s)
    - New World AVL   230 User(s)
    - In-Car Routing   180 User(s)
    - Ticket Writer Interface   110 User(s)
    - Fire In Car Mapping   50 User(s)
    - Field Investigation Field Reporting   230 User(s)
    - Fire In Car Routing   50 User(s)
    - APS MCT Accident Interface   110 User(s)

11. **Mobile Software on the 400 or MSP Server**
    - AVL CAD Interface
    - MDT/MCT Base CAD/RMS Interface

12. **Aegis® Aegis Link Software**
    - Web Inmate Query
    - Web Portal Case/Accident Report Download

13. **Aegis® Site License**
    - Site License

14. **Aegis® ESRI Embedded Applications**
    - Mobile In-Car Mapping Integration
    - Mobile In-Car Routing Integration
    - CAD Workstations Integration
    - ArcGIS Standard Enterprise Server Integration

New World Systems®
The Public Sector Software Company

October 22, 2012

ADDITIONAL SERVICES AGREEMENT

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

Dear Mr. Finlayson:

New World Systems is pleased to provide additional services for development and implementation of a custom First In Interface.

The attached forms (Exhibit AA, B and G) are to be reviewed and approved by you and/or your authorized representative. They describe the additional services you have requested along with the related fees.
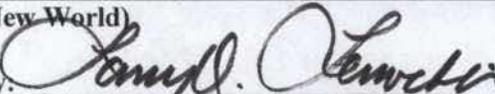
Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

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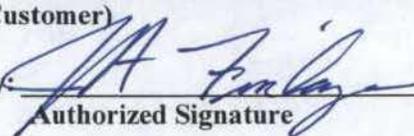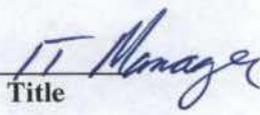
We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® **CORPORATION** (New World)	**GRAND JUNCTION POLICE DEPT., CO** (Customer)
By: *[signature]* **Larry D. Leinweber, President**	By: *[signature]* IT Manager **Authorized Signature** **Title**
	By: _____ **Authorized Signature** **Title**
Date: *10-30-12*	Date: *10/24/12*

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 28, 2012.

<u>EXHIBIT AA</u>
<u>TOTAL COST SUMMARY AND PAYMENT SCHEDULE</u>

I. Total cost Summary: Implementation Services

<u>DESCRIPTION OF COST</u>			<u>COST</u>
A.	IMPLEMENTATION SERVICES		$16,000
	1.	IMPLEMENTATION SERVICES as further described in Exhibit B	10,000
	2.	CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	6,000

ONE TIME PROJECT COST: **$16,000**

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 28, 2012.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Implementation Services

DESCRIPTION OF PAYMENT   PAYMENT

A.   IMPLEMENTATION SERVICES $16,000

          1. Amount invoiced upon the Effective Date $16,000

                                         ONE TIME PAYMENTS: $16,000

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

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT B
IMPLEMENTATION AND TRAINING SUPPORT SERVICES AND FEES

1. Implementation and Training Support Services

Up to **5** days of **New World** implementation and training support services have been allocated for this project. Additional services requested shall be billed at the Daily Rate.

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** daily rate in effect at that time, currently $1,200 per day.

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**).

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.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interfaces

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

(1) First In Interface:
   - One-way interface from New World CAD to First In Alerting System with notification from First In whether the message was received.
   - Fields to be included:
     - o The unit dispatched (or units currently being dispatched)
     - o The CFS type (incident type)
     - o Call Priority
     - o The fire quadrant of the CFS
     - o The address of the CFS + qualifier
     - o Call date/time
     - o Incident Number

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 Requirements Document (RD) to include:
   - Detailed description of the required feature
   - menu samples
   - screen samples
   - report samples

   (3) Programming and programming test.

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

(4) On-site training, testing and/or other support services at the Daily Rate.

For modification requiring over seven (7) days 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.

b) Implementation Schedule

Activity	Targeted Time Period
(1) Complete Design Review with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to **Customer.**	To be determined
(3) RD is accepted and signed 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 RD and provides modified software to **Customer.**	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) **Customer's** Responsibility

All **Customer** requested changes after RD 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.