



June 25, 2013

ADDITIONAL SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

For an Aegis 400 to Aegis MSP Upgrade and Additional Modules

Mr. David Watterson, CIO
City of Billings
P.O. Box 1554
210 North 27th (59101)
Billings, MT 59103

Dear Mr. Watterson:

New World Systems is pleased to license you additional software and provide implementation services for the upgrade of your AS/400 Licensed Standard Software to the New World Aegis MSP Licensed Standard Software.

The attached forms (Exhibits AA, A, B, C, F, G, H, Appendix 1, and Appendix 2) 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 with the City of Billings, Montana are incorporated and continue to apply. Upon completion of the upgrade to Aegis MSP standard software, the definition of COMPUTER from the June 30, 1993 Agreement will be the MSP server(s) in use, and not the IBM AS/400. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

Please acknowledge the change and your understanding on the services by the appropriate signature below.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

CITY OF BILLINGS, MONTANA
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Tom Hanel, Mayor

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

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

PRICING ASSUMES CONTRACT EXECUTION BY JULY 31, 2013.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

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

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	Included
1. Licensed Standard Software	
B. IMPLEMENTATION SERVICES	\$709,900
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
C. THIRD PARTY PRODUCTS AND SERVICES	31,100
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	

ONE TIME PROJECT COST: \$741,000

D. TRAVEL EXPENSES (Estimate) – billed as incurred	\$72,000
E. STANDARD SOFTWARE SUBSCRIPTION SERVICES	

Annual Subscription Cost (10-Year Plan, Billed annually and due on November 1st of each year)

Year 1	for period	11/01/13 – 10/31/14	\$223,929
Year 2	for period	11/01/14 – 10/31/15	\$223,929
Year 3	for period	11/01/15 – 10/31/16	\$223,929
Year 4	for period	11/01/16 – 10/31/17	\$223,929
Year 5	for period	11/01/17 – 10/31/18	\$223,929
Year 6	for period	11/01/18 – 10/31/19	\$244,714
Year 7	for period	11/01/19 – 10/31/20	\$244,714
Year 8	for period	11/01/20 – 10/31/21	\$244,714
Year 9	for period	11/01/21 – 10/31/22	\$244,714
Year 10	for period	11/01/22 – 10/31/23	\$244,714

PRICING ASSUMES CONTRACT EXECUTION BY JULY 31, 2013.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

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

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. IMPLEMENTATION SERVICES	\$709,900
1. Amount invoiced upon the Effective Date	\$206,750
2. Amount invoiced upon completion of SOW Step 3 - Complete and Approve Project Plan	206,750
3. Amount invoiced upon completion of SOW Step 4A - Technical System Setup	148,200
4. Amount invoiced upon completion of SOW Step 7 - Conduct User Training	74,100
5. Amount invoiced upon completion of SOW Step 8 - Conduct Go-Live	74,100
 B. THIRD PARTY PRODUCTS AND SERVICES	 31,100
1. Amount invoiced upon the Effective Date (50%)	\$15,550
2. Amount invoiced upon completion of SOW Step 3 - Complete and Approve Project Plan (50%)	15,550
	ONE TIME PAYMENTS: <u>\$741,000</u>
C. TRAVEL EXPENSES (Estimate) (These expenses are billed and paid as incurred)	\$72,000*
1. 48 trips are anticipated.	
 *Estimate	
D. STANDARD SOFTWARE SUBSCRIPTION SERVICES – as further detailed in Exhibit C	

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 A / LICENSED STANDARD SOFTWARE AND FEES

CORRECTIONS

8. Aegis/MSP Corrections Management Software Base Package

- 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

9. Aegis/MSP State Compliance Reporting for Corrections

- State Corrections Reporting
Includes up to 4 reports

10. Workstation License for up to 500 Authorized Users

- Note: Other than for Mobile Software, a Workstation License for up to 500 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
 - City of Billings, MT
 - County of Yellowstone, MT

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ADDITIONAL SOFTWARE TO BE ADDED

CAD

1. **Additional Aegis CAD Enterprise.NET Software for Computer Aided Dispatch** ⁵
 - CAD AVL

LAW ENFORCEMENT RECORDS

2. **Additional Aegis/MSP Software for Law Enforcement Records**
 - Gun Permits and Registrations
3. **Aegis/MSP Third Party LE Records Interface Software** ⁶
 - Livescan Interface
 - Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent*
4. **Aegis/MSP Imaging Software**
 - Public Safety Lineups/Mug Shots ¹⁰

FIRE RECORDS

5. **Additional Aegis/MSP Software for Fire Records**
 - Equipment Tracking and Maintenance
 - Data Analysis/Management Reporting⁹

DECISION SUPPORT SOFTWARE ^{9,11}

6. **Law Enforcement Management Data Mart**
 - Includes 3-4 users
7. **Fire Management Data Mart**
 - Includes 2 users

AEGIS LINK SOFTWARE

8. **Web Applications**
 - Web CAD Monitor

TOTAL SOFTWARE LICENSE FEE	<u>INCLUDED</u>
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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 XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- 2 *New World Systems' MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- 3 *New World Systems' MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- 4 *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- 5 *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 *Requires Lantronix USC 1100 included in Section C of this proposal.*
- 7 *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- 8 *Federal UCR/IBR includes edits, reports and electronic submission.*
- 9 *Application may require a separate Server.*
- 10 *Camera must meet product specifications and be procured through New World.*
- 11 *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*
- 12 *Discount only available in conjunction with upgrading Aegis AS/400 to Aegis MSP Windows.*
- 13 *Prices assume that all software is licensed.*
- 14 *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.*

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) 911 Interface
- b) On-Line CAD Interface to State/NCIC
- c) State/NCIC
- d) Livescan Interface
- e) New World Mug Shots/Imaging
- f) Web CAD Monitor
- g) GIS Implementation
- h) System Assurance

New World's GIS implementation services are to assist the **Customer** in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the **Customer** at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary **New World** will assist **Customer** in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. **New World** is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Message Switch Re-Configuration Support

New World shall provide message switch re-configuration support services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time.

- a) Configure message switch for MSP Environment; and
- b) Configure system variables (i.e., operating system, interfaces, etc.)

6. Additional Services Available

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

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

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

EXHIBIT C
STANDARD SOFTWARE SUBSCRIPTION AGREEMENT (SSSA)

This Standard Software Subscription Agreement (SSSA) between **New World** and **Customer** sets forth the standard software subscription support services provided by **New World**.

1. Service Period and Early Termination

This SSSA shall remain in effect for a period of ten (10) years (the SSSA term) beginning on 11/01/13 (the start date) and ending on 10/31/23. As a part of this Agreement, **New World** has provided a substantial customer upgrade discount including favorable payment terms on Exhibits A, B, and C. In consideration for these discounts and favorable payment terms, **Customer** agrees to pay the full amount of annual SSSA payments due **New World** under Exhibit C. If **Customer** terminates its License Agreement with **New World** during the Service Period or fails to pay all the SSSA amounts as specified herein, **Customer** shall pay a one-time early termination fee of the remaining SSSA amounts. **Customer** shall also forfeit the license to use the Aegis MSP licensed product and shall return all copies of the licensed product to **New World**. No cancellation of Exhibit A software modules and related fees will be allowed during the service period.

2. Services Included

New World shall provide the following services during the SSMA term.

- 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 *Aegis* CAD only, 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 pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the embedded 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** at the Daily Rate.

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 Daily Rate.

Exhibit C / STANDARD SOFTWARE SUBSCRIPTION AGREEMENT

4. Billing

Subscription costs will be billed annually.

5. Additions of Software to Subscription 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 SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **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. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Daily Rate.

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. Subscription Costs for Licensed Standard Software Packages Covered for MSP Servers

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A and existing mobile software listed below.

Existing Mobile Software Modules at Billing Police Department, MT as of current SSMA	Number of Modules
a) Base Message Switch to State/NCIC	2
b) Additional <i>Aegis</i> Software for RS/6000 Message Switch	3
c) <i>Aegis</i> /MSP Mobile Integration Software	2
d) <i>Aegis</i> Mobile Management Server Software	3
e) <i>Aegis</i> Law Enforcement Mobile Unit Software	7
f) <i>Aegis</i> Fire Mobile Unit Software	2

Existing Mobile Software Modules Yellowstone Sheriff's Office, MT as of current SSMA	Number of Modules
a) Base Message Switch to State/NCIC	2
b) Additional <i>Aegis</i> Software for RS/6000 Message Switch	2
c) <i>Aegis</i> /MSP Mobile Integration Software	1
d) <i>Aegis</i> Mobile Management Server Software	3
e) <i>Aegis</i> Law Enforcement Mobile Unit Software	5

Exhibit C / STANDARD SOFTWARE SUBSCRIPTION AGREEMENT

Annual Subscription Cost (10-Year Plan, Billed annually and due on November 1st of each year)

Year 1	for period	11/01/13 – 10/31/14	\$223,929
Year 2	for period	11/01/14 – 10/31/15	\$223,929
Year 3	for period	11/01/15 – 10/31/16	\$223,929
Year 4	for period	11/01/16 – 10/31/17	\$223,929
Year 5	for period	11/01/17 – 10/31/18	\$223,929
Year 6	for period	11/01/18 – 10/31/19	\$244,714
Year 7	for period	11/01/19 – 10/31/20	\$244,714
Year 8	for period	11/01/20 – 10/31/21	\$244,714
Year 9	for period	11/01/21 – 10/31/22	\$244,714
Year 10	for period	11/01/22 – 10/31/23	\$244,714

8. Payment Default and Termination Proceedings

If the payments in Section 7 of this SSSA are late by more than 30 days from the due date, **Customer** is in default of this **Agreement** and **New World** may declare the termination fee of the remaining SSSA payments as collectible and **Customer** agrees to pay immediately upon written notice from **New World**. **Customer** also agrees that failure to pay shall immediately forfeit its license to use the Licensed Standard Software.

If **Customer** is in default for failure to pay, **Customer** agrees that any collection process or termination proceedings relating to **Customer's** non-payment shall be governed by the laws of the State of Michigan and conducted in the Courts of Oakland County, Michigan. This provision supersedes the Termination and Dispute Resolution sections from the Terms and Conditions of the original License and Services Agreement between **Customer** and **New World**.

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 **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to **Customer** location in order to conduct the following:
 - a. Conversion Analysis
 - b. Assistance for Mapping and Testing
 - c. Conversion Go-Live Implementation and Support

Customer will be responsible for actual Travel Expenses for these trips.

4. **New World** will provide **Customer** up to four (4) test iterations of converted data. One test iteration consists of:
 - a. Running a conversion test in the **Customer's** test environment
 - b. **Customer** reviewing a conversion test and responding in writing to **New World** (see **Customer** responsibilities paragraph 3 below)
 - c. **New World** correcting or otherwise responding to issues to issues discovered and reported by **Customer**.
 - d. **New World** conducting internal testing to verify corrections
 - e. **New World** and **Customer** planning for the next test iteration and/or the live implementation.
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.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Customer Responsibilities

1. Data files from Customer's current AS400 database are included in this conversion.
2. **Customer** will respond to each test iteration in writing, on a form provided by **New World**, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to four (4) test iterations are provided as part of the Data Conversion Process. After the fourth (4th) test iteration, **Customer** shall pay \$2,500 for each additional test iteration. **Customer** will promptly review each test iteration when delivered by **New World**. Prompt **Customer** review will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. 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.
4. **Customer** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

The following files will be converted from the Aegis 400 System:

MASTER FILES

Master Names			
PSAADR	Addresses	PSINBR	Jacket ID Numbers
PSGADR	Global Addresses	PSJBUS	Jacket School / Business Information
PSAJCK	Jacket Master	PSPADR	Jacket Previous Address
PSALIS	Alias Master	PSPHON	Jacket Additional Contacts
PSASSC	Known Associates	PSSMTH	Jacket Scars / Marks / Tattoos / Handicaps
PSBUSN	Business Additional Characteristics	PLFSBJ	Field Investigation Subjects (if applicable)
PSCHAR	Jacket Additional Characteristics	FRSUBJ	Fire Records Investigation Subjects (if applicable)
PSCRIM	Jacket Criminal Characteristics	OPSUBJ	Orders Of Protection Subjects (if applicable)
PSFPRT	Person Fingerprints		
Master Property			
PLPROP	Property	PLOWNR	Owner Information
PSPITM	Property Item	PSJITM	Jacket Associated Items
Master Gun			
PSGUNS	Global Guns	PSJGUN	Jacket Associated Guns
Master Vehicles			
PSVHCL	Vehicles	PSJVHL	Jacket Associated Vehicles
Statutes			
PLCRIM	Crime Codes	PSSTAT	Statutes

Exhibit F / DATA FILE CONVERSION ASSISTANCE

COMPUTER AIDED DISPATCH

Calls For Service			
CDPLAT	CAD - Plate Information	PLQDSP	Cleared Dispositions
CDPLOG	CAD - Personnel History Log	PLQUIK	Incidents
CDULOG	CAD - Unit History Log	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSDOCI	Document Processing Document Index
PLINCD	Incidents	PSFDOC	Document Processing Free Form Documents
PLNADR	Incident Additional Name/Address	CEHIST	E911 History
CDHOUS	CAD - House Watch		
Run Cards			
GORCRD	GEO - Run Card Master	GOQUAD	GEO - Quad. Exceptions
GORCAM	GEO - Run Card Assignments		
Alarms			
CAAAC	Alarm Account History	CAINVH	Alarm Invoice History
CAAMST	Alarms Master	CASUBJ	Alarms Subject
CAEDIT	Alarm Transaction Edits	CATRAN	Alarm Transaction History

Incidents			
CDPLAT	Plate Information	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSREVV	Generic Review Date Master
PLINCD	Incidents	PLINDX	Index Cards
PLNADR	Incident Additional Name/Address		

Exhibit F / DATA FILE CONVERSION ASSISTANCE

LAW ENFORCEMENT RECORDS

Cases			
PLOWNR	Owner Information	PLEOKA	Officer Killed/Assaulted file
PLPDSP	Property Disposition	PLMISS	Missing Persons
PLPHST	Police Case Property History	PLOFNS	Case Offense
PLPLAB	Property Lab/Evidence	PLOSMO	Offender/Suspect MO
PLPLOC	Property Location	PLSHST	Case Status History
PLPROP	Property	PLSPVM	Suspect Vehicle
PLPTRN	Property Custody Transaction	PLSREL	Case Subject Related Offenses
PLASOC	Associated Cases	PLSVOR	Victim Offender Relationship
PLCASE	Police Cases	PLSVWM	Case Subjects
PLCSAS	Officer Case Assignments	PSREVU	Generic Review Date Master
PLSOLV	Case Solvability Factors		
Arrests			
BKSCHG	Bookings / Courts Supplemental Charges	PLACIN	Arrest Court records
PLAARM	Adult Arrests	PLJARM	Juvenile Arrests
PLABCF	Global Charges	PLSCHG	Case/Arrest Supplemental Charges
Tickets			
PLABCF	Global Charges	TKSCHG	Ticket Supplemental Charges
TKCORT	Ticket Charges	TKTCKT	Ticket
TKISSU	Issued Tickets	TKVOID	Tickets Voided
TKNYST	New York State Ticket Supplement		
Accidents			
PLACCC	State Accidents	SCTABE	Table Entries Master (Used for reference only)
PLACCM	State Accident Unit	PSVHCL	Vehicles
PLACCN	State Accident Unit Names	PSGADR	Addresses
PLACCT	State Accident Tickets	PLACCMNY	State Accident Unit - New York (if applicable)
PLACCV	State Accident Vehicles	PLACCVNY	State Accident Vehicles - New York (if applicable)

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Field Investigations			
PLFINV	Field Investigations	PLFIAC	Field Investigations Associated Cases
PLFSBJ	Field Investigations Subjects		
Gun Permits			
PLGUNP	Gun Permits		
Gun Registrations			
PLGUNR	Gun Registrations		
Bicycle Registrations			
BYMAST	Bicycle Registration		
Contact Cards			
PSROLO	Card File Master	PSROLC	Card File Contacts
Wants and Warrants			
PSWANT	Wants and Warrants Issued	PSWCHG	Wants and Warrants Charges
Personnel Training			
PLOEDC	Officer Education		
Officer Equipment			
PLOINV	Officer Equipment Issued		
Pawn Shops			
PLOWNR	Owner Information	PLPLOC	Property Location
PLPAWN	Pawn Transactions	PLPPRP	Pawn Shop Transaction
PLPDSP	Property Disposition	PLPROP	Property
PLPHST	Police Case Property History	PLPTRN	Property Custody Transaction
PLPLAB	Property Lab/Evidence		

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Civil Papers			
CVNOTE	Civil Papers	CVSUBJ	Civil Papers
CVPMST	Civil Papers	SCTABE	Table Entries Master (Used for reference only)
CVSINF	Civil Papers		
Orders Of Protection			
OPMAST	Orders Of Protection Master File	OPLOCT	Orders Of Protection Locations
OPSUBJ	Orders Of Protection Subjects	OPUSRD	Orders Of Protection User Defined
Impounded Vehicles			
PLTOWD	Impounded Vehicle Master		
Narratives			
PSDOCI	Document Processing Document Index	SCTABE	Table Entries Master (Used for reference only)
PSFDOC	Document Processing Free Form Documents	SCTABM	Table Master (Used for reference only)
NCINTD	Narcotics Intelligence	PSDMST	Document Processing Master
PLCUSR	Case User Defined	OPUSRD	Orders Of Protection User Defined
PLFINV	Field Investigations	PLFSBJ	Field Investigation Subjects

Exhibit F / DATA FILE CONVERSION ASSISTANCE

CORRECTIONS

Bookings/Corrections			
BKBOOK	Booking Master	BKSUIC	Bookings Suicide Watch
BKCLAS	Booking Classifications	PLABCF	Global Charges
BKHLOG	Booking Release History	PSALOG	Jailer Activity Log
BKHOUS	Booking Housing Assignment	PSIACT	Inmate Activity
BKNSBJ	Booking Notifications	PSJTIM	Booking / Courts Jail Time Sentence
BKPOSS	Prisoner Possessions	PSDSBJ	Corrections Incident Subject
BKSCHG	Bookings / Courts Supplemental Charges		
Jail Management			
JMACRG	Additional Billing Charges	JMLEDG	Account Funds Ledger Master
JMHLOG	Housing Assignment History Log	JMLEDH	Account Funds Header
JMHOUS	Housing Assignment Log	JMVSTR	Visitors
JMAPPT	Medical/Court/Event Appointment	JMAVST	Approved Visitors
Narratives			
BKCTRN	Classification Question Transaction	PSDOCI	Document Processing Document Index
BKQUES	Questionnaires	PSFDOC	Document Processing Free Form Documents
BKUSRD	Booking User Defined	PSIACT	Inmate Activity

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

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review 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.

Exhibit 1

CONFIGURATION

1. **THIRD PARTY PRODUCTS AND SERVICES**

THIRD PARTY SOFTWARE

a. Embedded Third Party Software

(includes all Third Party executable components)

b. GIS Software

CAD

- CAD Workstations using ArcGIS Engine Runtime (9 workstations)

THIRD PARTY HARDWARE

c. Hardware, System Software & Services

Lantronix UDS-1100 (1 unit)

Digital Camera for Mug Shots (1 unit)

ESRI Notes

- 1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 5) At the termination of their Agreement (Sublicense) with **New World**, **Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
- 6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
- 9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
- 10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
- 11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.