



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

June 3, 2010

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 Yuma, Arizona** (“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 **IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
- Exhibit B1 **OPTIONAL IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
- 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 F1 **OPTIONAL DATA FILE CONVERSION ASSISTANCE**
- Exhibit G **CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit G1 **OPTIONAL CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit H **ACCEPTANCE TESTING**
- Exhibit I **INCORPORATION BY REFERENCE OF NEW WORLD’S RESPONSE TO CUSTOMER’S RFP SOFTWARE SPECIFICATIONS, CUSTOMER’S RFP AND ALL ADDENDA**
- Exhibit J **ESCROW OF SOFTWARE SOURCE CODE**
- Exhibit K **STATEMENT OF WORK**
- Exhibit L **NEW WORLD TRAVEL POLICY**
- Exhibit M **SAMPLE INSURANCE CERTIFICATE**
- Exhibit N **DEMONSTRATION SITE CONFIDENTIALITY AGREEMENT**
- 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:
NEW WORLD SYSTEMS® CORPORATION
(New World)

By:
Larry D. Leinweber, President

Date: 06-04-10

CITY OF YUMA, ARIZONA
(Customer)

By:
Gregory K. Wilkinson, City Administrator

ATTEST
By:
Lynda L. Bushong, City Clerk

Date: June 3, 2010

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. **“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.
2. **“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 Designated System and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **“Confidential Information”**:
“Confidential Information” shall mean any confidential and Proprietary Information, data, or Trade Secrets (in whatever form or media) of **New World** which is of a special and unique nature and has tangible or intangible value including without limitation all non-public information pertaining to the deliverables and information concerning or related to the business of **New World** that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons revealing or disclosing same to such competitors; provided however, that Confidential Information shall not include any information which **Customer** can prove was or became generally known or available to the public (other than by reason of any violation by **Customer** or any other person of any written or other obligation of confidence). Confidential information as used herein may be subject to disclosure pursuant to Arizona public records laws.
4. **“Customer Liaison”**:
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
5. **“Delivery of Licensed Standard Software”**:
Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as such software is available after the Effective Date.
6. **“Designated System”**:
Designated System means the computer and hardware operating system which meet or exceed the minimum specifications set forth by **New World** in the Proposal. It also includes production environments, testing environments and virtualized servers created for backup or disaster recovery across all agencies that participate in the Yuma Regional Communication System (YRCS) consortium. **New World** may audit the Designated System to ensure compliance with the licenses granted under this **Agreement**.
7. **“Development Software”**:
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
8. **“Hourly Rate”**:
As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of \$150/hour. The hourly rate is protected for 24 months after the Effective Date, at which time the hourly rate shall be the rate negotiated between the parties.
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) thirty (30) days after delivery of the Licensed Standard Software.
10. **“Licensed Custom Software”**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer’s** own use.
11. **“Licensed Documentation”**:
New World User Manuals which includes the current specifications for the Licensed Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. **“Licensed Products”**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. **“Licensed Software”**:
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. **“Licensed Standard Software”**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. **“Proprietary Information”**:
“Proprietary Information” means Trade Secrets and Confidential Information.
16. **“Standard Software Maintenance Agreement (SSMA)”**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
17. **“Trade Secrets”**:
“Trade Secrets” shall have the meaning assigned thereto in Arizona Revised Statutes Section 44-401, as amended from time to time.
18. **“Travel Expenses”**:
All actual, reasonable travel expenses incurred by **New World** for trips relating to this project, including airfare, rental car, lodging, mileage, and daily per diem expenses only, as described and allowed in Exhibit L.
19. **“Travel Time”**:
Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per round trip relating to this project.

20. **“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**.

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 Designated System and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer’s** own use and only on the Designated System and only on authorized workstations. **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 the applicable license fees for any module specified in Exhibit A, then **Customer** shall forfeit the right and license to use said module. If **Customer** fails to pay the applicable fees for any Enhancement/Modification and/or Custom module changes specified in Exhibit G1, then **Customer** shall forfeit the right and license to use said Enhancement/Modification and/or Custom module changes. Upon payment of the applicable license fee for any Licensed Software, **Customer** shall obtain a perpetual license to use said Licensed Software.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make back-up copies of each application of the Licensed Software and 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) Test data provided by **New World**, sample files, or file layouts;
 - (iv) Program listings; and
 - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer’s** internal use only.
- 1.4 **Customer** shall have the right to use the Licensed Documentation as reasonably necessary for its internal use in connection with the **New World** Software license granted pursuant to this **Agreement**.

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 Software during the term of **Customer's** SSMA. See Exhibit C for a description of 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 Software will perform as specified in its user manuals based on the then-current release of the Licensed Software.

4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Software provided hereunder and that use of the Licensed Software by **Customer** will not infringe any third party's intellectual rights.

4.3 **New World** warrants, for **Customer's** benefit only, that the Licensed Software does not contain any disabling code designed to prohibit **Customer's** use of the Licensed Software as granted by this **Agreement**.

4.4 **New World** warrants that the Licensed Software will provide the capabilities described in **New World's** Response to the **Customer's** RFP Software Specifications as described in Exhibit I.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. 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 *IMPLEMENTATION RESPONSIBILITIES*

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

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment as recommended and approved by **New World** 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 for reasons beyond its control, **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 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.
- 6.6 **New World** has designed the Licensed Software to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **New World** is responsible for assuring that recommended specifications for the appropriate hardware equipment, related components and all cabling are provided to **Customer** in a timely manner and all such specifications are current.
- 6.7 **New World** agrees to provide the project 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 **New World's** organization, **New World's** operations and/or after changes in **New World's** internal policies or procedures which directly affect the software implementation.
- 6.8 **New World** shall assign an upper level employee to serve as the **New World** Project Manager (PM) for the duration of the Licensed Software implementation. If **New World** must replace the **New World** PM for reasons beyond its control, **New World** will assign a new **New World** PM as soon as reasonably possible. **Customer** is not responsible for any delay caused directly or indirectly by the reassignment of the **New World** PM. In addition to other duties and responsibilities, the **New World** PM shall:
- (i) provide timely answers to **Customer's** requests for information;
 - (ii) develop a mutually agreeable implementation and training schedule;
 - (iii) identify the appropriate person at **New World** who has authority to sign for and obligate **New World** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
 - (iv) in situations where **New World** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.9 **New World** shall provide qualified personnel with sufficient backup to provide training to use the Licensed Software and assist **Customer** in interpreting the output.
- 6.10 **New World** shall provide qualified personnel with sufficient backup to provide installation services for the Licensed Software.
- 6.11 At **Customer's** direction and expense, **New World** employees shall submit to fingerprint based criminal background checks prior to performing work at **Customer's** facility.

7.0 *BILLING AND CHANGES TO SCOPE OF SERVICES*

- 7.1 The attached Exhibit AA sets forth the manner in which fees and payments are made to **New World** under this **Agreement**. **New World** shall present an invoice, in duplicate, for services rendered to the address below. The billing shall be at the contracted price. The billing shall contain, if applicable, adjustment for additions, deletions, or changes in service and credit for services charged but not performed. The **Customer** will pay the billed amount, but no sooner than thirty (30) days after receipt of an approved invoice. Past due amounts if applied, are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. The **Customer** is not liable for delays in payment caused by failure of **New World** to send invoice to the address specified below or by **New World** detailed billing.

MAIL INVOICE TO:
Information Technology Services
Attention: ITS Director
One City Plaza
P.O. Box 13013
Yuma, AZ 85366-3013

- 7.2 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**.

- 7.3 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** in writing that requested services are subject to additional charge(s) and will provide estimated cost of such service. **New World** will not proceed with additional requirements unless approved in writing by the **Customer**. **New World** will bill **Customer** for approved services rendered.
- 7.4 If **Customer** wishes to add additional authorized workstations or Licensed Software, **Customer** shall submit request in writing to **New World**. **Customer** agrees to pay the additional License fees at the current contract amount or current software prices in effect, as agreed to by the parties. SSMA fees shall be increased according to the additional Licensed Software fees on the next annual billing date after the additional workstations and/or Licensed Software is added, or as specified in the future contract. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.
- 7.5 **Customer** shall notify **New World** in writing if additional authorized workstations need to be added to access the Licensed Software. **Customer** shall pay for the additional authorized licenses as indicated in this section.
- 7.6 **New World** must obtain prior written approval from the **Customer** Liaison or his/her designee for any change in the scope of work that materially increases or decreases the cost of contract.
- 7.7 **Customer** will not accept any claim for extra work or materials furnished unless **New World** receives prior written authorization from **Customer**. All work or materials furnished without prior written authorization are at **New World's** own risk and expense. **Customer** will not accept or pay claims for unauthorized work or materials.

8.0 *NON-RECRUITMENT OF PERSONNEL*

- 8.1 Except as otherwise provided by law, during the term of the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit current employees of the other without the other's prior written consent. Participation on **New World** Advisory Boards, User Groups or Committees does not constitute solicitation of current employees.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA), the Arizona public records laws, 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. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of Confidential Information.
- 9.2 Except as otherwise described herein, **Customer** agrees that, at all times during time of this **Agreement** is effective, and except to the extent that political subdivisions of the State of Arizona and federal agencies may be subject to disclosure under the Arizona public records laws and the Freedom of Information Act, and
- (i) 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);
 - (ii) With respect to all Proprietary Information constituting Trade Secrets, for so long thereafter as such Proprietary Information continues to constitute Trade Secrets (or for the period beginning the last day of the term of this **Agreement** and ending on the fifth (5th) anniversary thereof, whichever is longer), and;
 - (iii) with respect to all Proprietary Information not constituting Trade Secrets, for the period beginning on the last day of the term of this **Agreement** and ending on the fifth (5th) anniversary thereof, **Customer**
 - (A) shall hold such Proprietary Information in strict confidence,
 - (B) shall not directly or indirectly disclose, divulge or publish to any third party any of such Proprietary Information,

- (C) shall not directly or indirectly, on behalf of **Customer** or any other third party, use any of such Proprietary Information for any purpose other than solely as permitted in this **Agreement**,
- (D) shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials, and
- (E) shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

Customer shall take all actions necessary to protect the Proprietary Information against any unauthorized disclosure, publication or use. **Customer** shall immediately notify **New World** of any intended or unintended unauthorized disclosure, publication or use of any Proprietary Information by **Customer** or any third party of which **Customer** becomes aware or reasonably should become aware. **Customer** shall assist **New World**, to the extent reasonably necessary, in the procurement or protection of the rights of **New World** to or in any and all Proprietary Information.

- 9.3 In the event that **Customer** becomes legally compelled (by deposition, interrogatory, request for production of documents, subpoena, civil investigative demand or similar process, or a request for public records) to disclose any of the Proprietary Information, **Customer** shall provide **New World** with five business days prior written notice of such requirement so that **New World** may seek a protective order or other appropriate remedy, **Customer** will furnish only that portion of the Proprietary Information which **Customer** reasonably believes is legally required, and shall not be deemed to have breached Section 9.0 hereof because of such limited disclosure of such Proprietary Information.
- 9.4 Notwithstanding any other provision of this **Agreement**, nothing herein shall require **Customer** to violate any public records law.

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 two (2) times the Exhibit A Licensed Standard Software fees paid to **New World**.
- 10.3 Neither party shall 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 of its performance under 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 a party by any third person, even if the other party has been advised of the possibility of such damages.
- 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.
- 10.5 Without limiting the foregoing, **Customer** agrees that neither **New World** nor any of its officers, directors, agents, or employees:
 - (i) shall have any liability for errors or omissions in the output of any Licensed Custom Software caused by inaccuracies of **Customer's** input,
 - (ii) shall not be responsible for any loss of **Customer's** data, downtime, loss or corruption of other software program files caused by **Customer** and
 - (iii) have any liability for
 - (A) the acts or omission of non-**New World** personnel, agents or third parties,
 - (B) misuse, theft, vandalism, fire, water or other peril or
 - (C) any alterations or modifications made to the **New World** Licensed Software by **Customer**.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 The Licensed Software subject to this Agreement may be subject to 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/agency shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party/agency shall be responsible for the acts of its own employees.

12.2 Each party/agency 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 and further described in Exhibit M. All insurance policies shall name and endorse **Customer** as Additional Insured. Failure to maintain insurance required herein shall be a material breach of this **Agreement**. **New World** shall provide **Customer** with certificates of insurance and policy endorsement naming the **Customer** as additional insured prior to the effective date of this **Agreement**. Insurance shall be primary and any insurance by **Customer** or its employees shall be excess and not contributory. **New World** shall require its subcontractors to provide insurance in an amount at least equal to the amounts stated herein.

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 at statutory limits. **New World** shall maintain Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

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 \$2,000,000 on account for each accident; and in an amount not less than \$2,000,000 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.

13.4 **New World** must purchase and maintain the stipulated minimum insurance with companies duly authorized to do business in the State of Arizona. All policies and forms must be satisfactory to **Customer**.

14.0 DISPUTE RESOLUTION PROCEDURE (DRP)

14.1 Any dispute or controversy arising out of or relating to this **Agreement**, or breach thereof, shall be settled by the following procedure if all Licensed Products still function appropriately and adequately and are being used or are capable of being used by **Customer**:

Level 1: In the event of any dispute, claim, or disagreement arising from or related to this **Agreement** or the breach thereof, upper level management of the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. The parties shall consult and negotiate with each other in good faith and recognizing their mutual interests and attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then upon written notice by either party to the other, all disputes, claims questions or differences may be settled by mediation as set forth in Level 2.

Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, **Customer** and **New World** shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding

shall be shared equally by the parties. In the mediation process the parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held at a location chosen by **Customer**. The mediation shall occur no later than ninety (90) days after entering into Level 2.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in a court of competent jurisdiction.

15.0 TERMINATION

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software in accordance with the terms of this **Agreement**, or if **New World** fails to fulfill its responsibilities under this **Agreement**, including but not limited to, those outlined in Section II, Paragraph 6.0, then **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 as specified in Section II, Paragraph 7.1, 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 provide a detailed description (with examples) of the reason(s) for termination;
 - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have thirty (30) days from receipt of said notice to make payment in full for all past due invoiced payments due;
 - (iii) If the cited reason for termination is other than **Customer's** failure to make prompt payment, **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, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**, for which **Customer** has not paid applicable fees pursuant to Section 1.1.
- 15.5 Upon termination of this **Agreement**:
- (i) either party shall be entitled to seek to recover any damages and obtain any additional rights and remedies set forth in this **Agreement** against the other party (if any) and;
 - (ii) Sections 2.0, 4.0, 8.0, 9.0, 10.0, 11.0, 14.0, 16.0, 18.0, and 25.0, shall survive the termination of this **Agreement**.
- 15.6 Notwithstanding any other provision of this **Agreement**, termination of the Standard Software Maintenance Agreement shall not terminate the license granted under this **Agreement**.

16.0 PROPRIETARY RIGHTS INDEMNIFICATION

- 16.1 Unless **Customer** specifically and clearly waives this section in writing, **New World** will defend at its own expense any action against **Customer** brought by a third party to the extent that the action is based upon a claim that **New World's** Software directly infringes any United States copyright or misappropriates any Trade Secret, and **New World** will pay those costs and damages finally awarded against **Customer** in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.
- 16.2 **New World's** obligations under Section 16.0 with respect to an action are conditioned on:
- (i) **Customer** notifying **New World** promptly in writing of such action,
 - (ii) **Customer** giving **New World** control of the defense thereof and any related settlement negotiations, and
 - (iii) **Customer** cooperating with **New World** in such defense (including, without limitation, by making available to **New World** all documents and information in **Customer's** possession or control that are relevant to the infringement or misappropriation claims, and by making **Customer's** personnel available to testify or consult with **New World** or its attorneys in connection with such defense).
- 16.3 If **New World's** Software becomes, or in **New World's** opinion is likely to become, the subject of an infringement or misappropriation claim, **New World** may, at its option and expense, either:
- (i) procure for **Customer** the right to continue using **New World's** Software, or
 - (ii) replace, with a reasonably acceptable alternative of similar function and quality, or modify **New World's** Software so that it becomes non-infringing.
- 16.4 Notwithstanding the foregoing provisions of this Section 16.0, **New World** will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon:
- (i) any use of **New World's** Software not in accordance with this **Agreement** or for purposes not intended by **New World**.
 - (ii) any use of **New World's** Software in combination with other products, equipment, software or data not supplied or recommended by **New World**.
 - (iii) any use of any release of **New World's** Software other than the most current release available to **New World's** customers, or
 - (iv) any modification of **New World's** Software made by any person other than **New World**.

17.0 NOTICES

- 17.1 All notices or demands required to be given pursuant to the terms of this **Agreement** shall be given to the other party in writing, delivered by hand, facsimile, e-mail, or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of **New World**:

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

In the case of **Customer**:

Information Technology Services
City of Yuma
One City Plaza
P.O. Box 13013
Yuma, AZ 85366-3013
Attention: ITS Director

- 17.2 Notices shall be deemed received on date delivered if delivered by hand, on the date recorded by the hardware if sent by facsimile or email and on the delivery date indicated on receipts if delivered by certified or registered mail. Each party may change its address or contact information for notification

purposes giving the other party written notice of the new address or contact information and the date upon which it shall become effective.

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 Arizona 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 three (3) years after the cause of action has accrued.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 18.7 In those situations where **Customer** requests **New World** to provide a Performance Bond, **New World** will provide a Performance Bond for the one-time project cost listed on Exhibit AA at **Customer's** expense. The cost of the bond will be billed to **Customer** and **Customer** agrees to pay promptly for the Performance Bond when invoiced.
- 18.8 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the Licensed Products and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.
- 18.9 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

19.0 FEDERAL IMMIGRATION LAWS

New World understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, **New World** hereby warrants to **Customer** that **New World** and each of its sub-providers ("Sub-providers") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this **Agreement** and shall subject **New World** to penalties up to and including termination of this **Agreement** at the sole discretion of **Customer**.

Customer retains the legal right to inspect the papers of any **New World** or Sub-provider employee who works on this **Agreement** to ensure that **New World** or Sub-provider is complying with the Contractor Immigration Warranty. **New World** agrees to assist **Customer** in regard to any such inspections.

Customer may, at its sole discretion, conduct random verification of the employment records of **New World** and any of its sub-providers to ensure compliance with Contractor's Immigration Warranty. **New World** agrees to assist **Customer** in regard to any random verification performed.

Neither **New World** nor any Sub-provider shall be deemed to have materially breached the Contractor Immigration Warranty if **New World** or Sub-provider establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any agreement **New World** enters into with any and all of its sub-providers who provide services under this **Agreement** or any sub agreement. "Services" are defined as furnishing labor, time or effort in the State of Arizona by **New World** or sub-provider. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

20.0 *SUDAN AND IRAN*

Pursuant to A.R.S. §35-391.06 and §35-393.06, **New World** represents and warrants that it does not have, and will not have during the term of this **Agreement**, scrutinized business operations in Sudan and/or Iran.

21.0 *COMPLIANCE WITH LAWS*

New World and **Customer** each shall strictly comply with all applicable laws and regulations relating in any way to the use of the Licensed Software, including, but not limited to, obtaining licenses or permits and any other government approval.

Customer agrees that **New World's** Licensed Software will not be exported directly or indirectly, separately or as part of any system, without the prior written consent of **New World** and without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.

New World must comply with all federal, state, and local laws and ordinances applicable to its performance under this contract. **New World** will comply with the Americans with Disabilities Act (ADA). **New World** will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this **Agreement**, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, **New World** must include similar requirements of sub-providers in any agreements entered into for performance of **New World's** obligation under this **Agreement**. **New World** agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, **New World** must include similar requirements of all sub-providers in agreements entered into for performance of **New World's** obligations under this **Agreement**.

22.0 *PUBLICITY*

All media releases, public announcements, other public disclosures, use of name, use of URL or use of logo by either party or their employees or agents relating to this **Agreement** or its subject matter shall be coordinated with and approved by an officer of the other party prior to release or use.

23.0 *AUTHORITY*

Each party represents and warrants to the other that it has the right to, and the undersigned is authorized to, enter into this **Agreement**.

24.0 *ASSIGNMENT*

Neither party may assign or transfer its interests, rights or obligations under this **Agreement** whether by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of an authorized executive officer of the other party. Any attempt to assign this **Agreement** by either party shall be null and void.

25.0 *COUNTERPARTS*

This **Agreement** may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

26.0 *DELIVERY OF ELECTRONIC COPY OF EXECUTED AGREEMENT*

The parties agree that electronic transmission via facsimile or email to the other party of a copy of this **Agreement** bearing such party's signature shall suffice to bind the party transmitting same to this **Agreement** in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this **Agreement** via facsimile or email bearing its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

27.0 *NO PARTNERSHIP*

Nothing in this **Agreement** constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.

28.0 *CONFLICT OF INTEREST*

This contract is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511 as amended.

29.0 *FORCE MAJEURE*

New World shall not be liable for failure to perform **New World's** duties if such failure is caused by catastrophe, act of war, civil disturbance, act of God or similar contingency beyond the reasonable control of **New World**. **New World** shall take all such measures as may be necessary to resume service as quickly as possible.

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	\$1,750,000
B. IMPLEMENTATION AND THIRD PARTY PRODUCTS AND SERVICES	\$1,441,050
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. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
6. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
7. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
	ONE TIME PROJECT COST: <u>\$3,191,050</u>
C. TRAVEL EXPENSES (Estimate) – billed as incurred	\$125,000
D. STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	

PRICING ASSUMES CONTRACT EXECUTION BY JUNE 15, 2010.

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. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$1,750,000
1. Amount invoiced upon Effective Date (100%)	\$1,750,000
B. IMPLEMENTATION AND THIRD PARTY PRODUCTS AND SERVICES	\$1,441,050
1. Amount invoiced upon completion of Step 3 in the SOW -conduct Pre-kick off meeting (20%)	\$288,210
2. Amount invoiced upon completion of Step 9 of the SOW -review and approve project plan (20%)	\$288,210
3. Amount invoiced upon completion of Step 24 of the SOW - Final Acceptance of CAD as described in Exhibit H or 15 months after effective date, whichever occurs first (20%)	\$288,210
4. Amount invoiced upon completion of Step 24 of the SOW -Final Acceptance of RMS as described in Exhibit H or 18 months after effective date, whichever occurs first (20%)	\$288,210
5. Amount invoiced upon project completion or 730 days after the Effective Date, whichever comes first (20%)	\$288,210

ONE TIME PAYMENTS: \$3,191,050

C. TRAVEL EXPENSES (Estimate) \$125,000*
(These expenses are billed as incurred)

1. 100 trips are anticipated.
2. Travel Time for the estimated 100 trips is not included in this estimate and will be billed as incurred.

*Estimate

D. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

OPTIONAL SERVICES

E.	PERFORMANCE BOND AND OTHER COSTS		\$73,000
	1. Performance Bond – invoiced upon Effective Date	\$70,000	
	2. Escrow One-time set-up fee – invoiced upon Effective Date	\$3,000	
F.	SOURCE CODE ESCROW FEES		
	1. Annual Administrative Fee – first year invoiced upon Effective Date	\$1,000	

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

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

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

Application Package^{1,2,3,4}

Cost

CAD

1. Aegis/MSP Combined LE/Fire/EMS CAD

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Rip-N-Run Remote Printing
- Run Cards
- Tone Alerts

2. Additional Aegis/MSP Software for Computer Aided Dispatch ⁵

- New World CAD to New World CAD Interface (6 instances)
- CAD Mapping
- CAD Auto Routing
- CAD AVL
- Service Vehicle Rotation (Wrecker, Ambulance)

3. Aegis/MSP Third Party CAD Interface Software ⁵

- CAD Pager Interface (6 instances)
- E-911 Interface (3 instances) ⁶
- Encoder Interface

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

LAW ENFORCEMENT RECORDS

4. Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records

- 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

5. Aegis/MSP Federal and State Compliance Reporting for LE Records

- Federal UCR/IBR

6. Additional Aegis/MSP Software for Law Enforcement Records

- Activity Reporting and Scheduling
- Alarm Tracking and Billing
- Bicycle Registration
- Bookings
- Career Criminal Registry (parolee, sex offender)
- Case Management
- Civil Paper Tracking and Receipting
- Demographic Profiling Reporting
- Equipment Tracking
- Field Investigations
- Gang Tracking
- Narcotics Management
- Orders of Protection
- Pawn Shops
- Property Room Bar Coding⁵
- Vehicle Tracking

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

7. Aegis/MSP Third Party LE Records Interface Software ⁵

- Livescan Interface (2 instances)
- Citizen Reporting Interface (2 instances)

FIRE RECORDS

8. Aegis/MSP Fire Records Software Base Package

- Activity Reporting and Scheduling
- Investigations
- Business Registry
- Hazardous Materials
- GIS/Geo-File Verification
- Hydrant Inventory and Inspections
- Incident Tracking
- Inspection Tracking
- Personnel/Education
- Pre-plans
- Station Activity Log
- BLS/ALS

9. Federal and State Compliance Reporting for Fire Records

- State/NFIRS 5.0 Electronic Reporting

10. Additional Aegis/MSP Software for Fire Records

- Equipment Tracking and Maintenance
- Inventory
- Vehicle Tracking and Maintenance

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

CORRECTIONS

- 11. 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

- 12. Aegis/MSP Federal & State Compliance Reporting for Corrections**

Includes up to 4 reports

 - Federal and State Corrections Reporting

- 13. Additional Aegis/MSP Software for Corrections Management**
 - Property Room Bar Coding
 - Officer Equipment Tracking
 - Grievance Tracking

- 14. Aegis/MSP Third Party Corrections Interface Software ⁵**
 - Commissary Interface
 - Livescan Interface

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ADDITIONAL PUBLIC SAFETY SOFTWARE

15. Aegis/MSP Public Safety State/NCIC Interface Software ⁷

- Aegis/MSP State/NCIC Interface

Includes 12 - 15 screens

- On-Line Modules - Includes 4 state inquiry screens
- On-Line CAD Interface to State/NCIC
- On-Line Orders of Protection Interface to State/NCIC
- On-Line Global Subjects Interface to State/NCIC
- On-Line Wants and Warrants Interface to State/NCIC

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

- Base with Four Applications

17. Aegis/MSP Imaging Software

- Public Safety Lineups/Mug Shots ⁸
- Digital Imaging/Electronic Signature Capture ⁹
- Wanted Posters

18. Aegis Link Software

Web Consolidated Search - All Agencies

- Web Query
- Data Connector to each additional NWS Database (6 instances)

Web Applications

- Web CAD Monitor
- Web Briefing Notes (includes BOLOs)
- Web Inmate Inquiry
- Web Cases/Accident Report Download

Data Exchange

- LERMS Query Services (Supports Case, Incident, Person, Vehicle, Gun, Property)¹⁰

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000¹¹

- 19. Base Message Switch to State/NCIC (301-500 units)**
 - Base Message Switch for MDT/MCT
 - State/NCIC Interface

- 20. Additional Aegis® Software for RS/6000 Message Switch**
 - New World CAD Interface for Aegis MSP (301-500 units)
 - Mobile Upload Software (301-500 units)¹²
 - AVL Interface (301-500 units)¹³

CITY OF YUMA MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

- 21. Aegis® Mobile Integration Software**
 - MDT/MCT Base CAD/RMS Interface (151-200 units)
 - AVL CAD Interface (151-200 units)¹³

MOBILE MANAGEMENT SERVER

- 22. Aegis/MSP Mobile Management Server Software (151-200 units)**
 - Base CAD/NCIC/Messaging
 - Field Reporting
 - Field Reporting Data Merge

CLIENT SOFTWARE

- 23. Aegis® Law Enforcement Mobile Unit Software (152 Units)**
 - Mobile Messaging**
 - LE State/NCIC via Switch⁷
 - LE CAD via Switch
 - In-Car Mapping
 - New World AVL

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

Field-Based Reporting (152 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

24. Aegis® Fire Mobile Unit Software (22 Units)

Fire CAD via Switch

Fire Inspections (4 units)

In-Car Mapping

New World AVL

YUMA COUNTY SHERIFF'S OFFICE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

25. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (51-100 units)
- AVL CAD Interface (51-100 units) ¹³

MOBILE MANAGEMENT SERVER

26. Aegis/MSP Mobile Management Server Software (51-100 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

CLIENT SOFTWARE

27. Aegis® Law Enforcement Mobile Unit Software (93 Units)

Mobile Messaging

LE State/NCIC via Switch ⁷

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (93 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

CITY OF SOMERTON MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

28. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (31-50 units)
- AVL CAD Interface (31-50 units) ¹³

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

MOBILE MANAGEMENT SERVER

- 29. Aegis/MSP Mobile Management Server Software (31-50 units)**
- Base CAD/NCIC/Messaging
 - Field Reporting
 - Field Reporting Data Merge

CLIENT SOFTWARE

- 30. Aegis® Law Enforcement Mobile Unit Software (41 Units)**

Mobile Messaging

LE State/NCIC via Switch ⁷

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (41 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

CITY OF SOMERTON/COCOPAHI TRIBE FIRE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

- 31. Aegis® Mobile Integration Software**
- MDT/MCT Base CAD/RMS Interface (1-15 units)
 - AVL CAD Interface (1-15 units) ¹³

MOBILE MANAGEMENT SERVER

- 32. Aegis/MSP Mobile Management Server Software (1-15 units)**
- Base CAD/NCIC/Messaging

CLIENT SOFTWARE

- 33. Aegis® Fire Mobile Unit Software (10 Units)**
- Fire CAD via Switch
 - In-Car Mapping
 - New World AVL

CITY OF SAN LUIS MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

- 34. Aegis® Mobile Integration Software**
- MDT/MCT Base CAD/RMS Interface (31-50 units)
 - AVL CAD Interface (31-50 units) ¹³

MOBILE MANAGEMENT SERVER

- 35. Aegis/MSP Mobile Management Server Software (16-30 units)**
- Base CAD/NCIC/Messaging
 - Field Reporting
 - Field Reporting Data Merge

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

CLIENT SOFTWARE

36. Aegis® Law Enforcement Mobile Unit Software (29 Units)

Mobile Messaging

LE State/NCIC via Switch ⁷

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (29 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

37. Aegis® Fire Mobile Unit Software (8 Units)

Fire CAD via Switch

In-Car Mapping

New World AVL

COCOPA TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

38. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (31-50 units)
- AVL CAD Interface (31-50 units) ¹³

MOBILE MANAGEMENT SERVER

39. Aegis/MSP Mobile Management Server Software (31-50 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

40. Aegis® Law Enforcement Mobile Unit Software (35 Units)

Mobile Messaging

- LE State/NCIC via Switch ⁷
- LE CAD via Switch
- In-Car Mapping
- New World AVL

Field-Based Reporting (35 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

TOWN OF WELLTON MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

41. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (1-15 units)
- AVL CAD Interface (1-15 units) ¹³

MOBILE MANAGEMENT SERVER

42. Aegis/MSP Mobile Management Server Software (1-15 units)

- Base CAD/NCIC/Messaging
- Field Reporting
- Field Reporting Data Merge

CLIENT SOFTWARE

43. Aegis® Law Enforcement Mobile Unit Software (5 Units)

Mobile Messaging

LE State/NCIC via Switch ⁷

LE CAD via Switch

In-Car Mapping

New World AVL

Field-Based Reporting (5 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

44. Aegis® Fire Mobile Unit Software (3 Units)

Fire CAD via Switch

In-Car Mapping

New World AVL

QUECHAN TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

45. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (1-15 units)

- AVL CAD Interface (1-15 units) ¹³

MOBILE MANAGEMENT SERVER

46. Aegis/MSP Mobile Management Server Software (1-15 units)

- Base CAD/NCIC/Messaging

- Field Reporting

- Field Reporting Data Merge

CLIENT SOFTWARE

47. Aegis® Law Enforcement Mobile Unit Software (7 Units)

Mobile Messaging

LE State/NCIC via Switch ⁷

LE CAD via Switch

In-Car Mapping

New World AVL

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

Field-Based Reporting (7 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire

Includes 1 **New World** Report

48. Additional Workstation License*

NEW WORLD STANDARD SOFTWARE LICENSE FEE **\$2,750,000**

**LESS CUSTOMER LOYALTY DISCOUNTS FOR YUMA COUNTY
SHERIFF'S OFFICE AND CITY OF SAN LUIS AND A DEMONSTRATION
SITE DISCOUNT** **(\$800,000)**

LESS SIGNING DISCOUNT IF SIGNED BY JUNE 15, 2010 **(\$200,000)**

TOTAL SOFTWARE LICENSE FEE ^{14,15} **\$1,750,000**

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

Note: Other than for Mobile Software, an Additional Workstation License of up 600 workstations is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- City of Yuma
- Yuma County Sheriff's Office
- City of Somerton Police
- City of Somerton/Cocopah Tribe Fire
- City of San Luis
- Town of Wellton
- Quechan Tribe

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 2003/2008 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 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 *May require a "Serial-to-Ethernet" converter for multiple PSAPs (not included in this proposal).*
- ⁷ *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- ⁸ *Camera must meet product specifications and be procured through New World.*
- ⁹ *Requires Pentium PC, Twain 32 Compliant flatbed scanner supplied by Customer.*
- ¹⁰ *Customer must use Query Services and build their own User Interface; if New World assistance is required to build User Interface, additional custom hours are required.*
- ¹¹ *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11 and Electrocom Mobile Communication solutions only.*
- ¹² *The Mobile Upload software provides for the automated upload of New World's Law Enforcement Field Reporting data over Customer's mobile data network. Customer is responsible for obtaining from their mobile vendor, the written definition and documentation of the optimal (mobile message) record size to upload laptop data over the mobile network to be used. This definition must be received within thirty (30) days of this Agreement being executed.*
- ¹³ *Requires 3rd party GPS hardware.*
- ¹⁴ *Prices assume that all software is licensed.*
- ¹⁵ *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

3. Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current list prices, less a 35% discount, for up to two (2) years from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

CAD

1. Aegis/MSP Third Party CAD Interface Software ¹

- Pictometry Interface \$13,000
- TDD Interface \$13,000

LAW ENFORCEMENT RECORDS

2. Additional Aegis/MSP Software for Law Enforcement Records

- Index Cards \$12,000

3. Aegis/MSP Third Party LE Records Interface Software ¹

- APS Ticket Writer Interface \$35,000

FIRE RECORDS

4. Federal and State Compliance Reporting for Fire Records

- NEMSIS Electronic Reporting \$26,000

5. Additional Aegis/MSP Software for Fire Records

- Fire Permits \$18,000

CORRECTIONS SOFTWARE

6. Additional Aegis/MSP Software for Corrections Management

- Officer Activity Reporting and Scheduling \$13,000

7. Aegis/MSP Third Party Corrections Interface Software ⁵

- Northpointe JCIS Interface \$14,000

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

ADDITIONAL PUBLIC SAFETY SOFTWARE

8. Aegis/MSP Public Safety State/NCIC Interface Software⁷

- On-Line Pawn Shop Checks Interface to State/NCIC			\$17,000
- On-Line Property Checks Interface to State/NCIC			\$17,000

MOBILE SOFTWARE

CITY OF YUMA MOBILE SOFTWARE

CLIENT SOFTWARE

9. Aegis[®] Law Enforcement Mobile Unit Software (102 Units)

Field-Based Reporting (102 Units)

APS MCT Ticket Writer Interface	\$150	ea.	\$15,300
---------------------------------	-------	-----	----------

Aegis[®] Fire Mobile Unit Software

Mobile Upload of Field Reports for Fire/EMS (44 units)	\$600	ea.	\$26,400
--	-------	-----	----------

Fire Field Reporting (NFIRS Standards) (22 units)	\$500	ea.	\$11,000
---	-------	-----	----------

Includes NFIRS Incident (1 form)

EMS Field Reporting (National Standards) (22 units)	\$500	ea.	\$11,000
---	-------	-----	----------

Includes NEMSIS Incident (1 form)

Subtotal	\$1,750	ea.	\$63,700
-----------------	---------	-----	----------

Less Laptop Software Volume Discount of 45%			<u>-\$28,665</u>
--	--	--	------------------

TOTAL LAPTOP SOFTWARE			\$35,035
------------------------------	--	--	----------

YUMA COUNTY SHERIFF'S OFFICE MOBILE SOFTWARE

CLIENT SOFTWARE

10. Aegis[®] Law Enforcement Mobile Unit Software (65 Units)

Field-Based Reporting (65 Units)

APS MCT Ticket Writer Interface		ea.	\$9,750
---------------------------------	--	-----	---------

Subtotal	\$150	ea.	\$9,750
-----------------	-------	-----	---------

Less Laptop Software Volume Discount of 45%			<u>-\$4,388</u>
--	--	--	-----------------

TOTAL LAPTOP SOFTWARE			\$5,363
------------------------------	--	--	---------

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

CITY OF SOMERTON MOBILE SOFTWARE

CLIENT SOFTWARE

11. Aegis® Law Enforcement Mobile Unit Software (19 Units)

Field-Based Reporting (19 Units)

APS MCT Ticket Writer Interface ea. \$2,850

Subtotal \$150 ea. \$2,850

Less Laptop Software Volume Discount of 45% -\$1,283

TOTAL LAPTOP SOFTWARE \$1,568

CITY OF SAN LUIS MOBILE SOFTWARE

CLIENT SOFTWARE

12. Aegis® Law Enforcement Mobile Unit Software (26 Units)

Field-Based Reporting (26 Units)

APS MCT Ticket Writer Interface ea. \$3,900

Subtotal \$150 ea. \$3,900

Less Laptop Software Volume Discount of 45% -\$1,755

TOTAL LAPTOP SOFTWARE \$2,145

COCOPAHI TRIBE MOBILE SOFTWARE

CLIENT SOFTWARE

13. Aegis® Law Enforcement Mobile Unit Software (30 Units)

Field-Based Reporting (30 Units)

APS MCT Ticket Writer Interface ea. \$4,500

Subtotal \$150 ea. \$4,500

Less Laptop Software Volume Discount of 45% -\$2,025

TOTAL LAPTOP SOFTWARE \$2,475

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

TOWN OF WELLTON MOBILE SOFTWARE

CLIENT SOFTWARE

14. Aegis® Law Enforcement Mobile Unit Software (5 Units)

Field-Based Reporting (5 Units)

APS MCT Ticket Writer Interface ea. \$750

Subtotal \$150 ea. \$750

Less Laptop Software Volume Discount of 45% -\$338

TOTAL LAPTOP SOFTWARE \$413

QUECHAN TRIBE MOBILE SOFTWARE

CLIENT SOFTWARE

15. Aegis® Law Enforcement Mobile Unit Software (7 Units)

Field-Based Reporting (7 Units)

APS MCT Ticket Writer Interface ea. \$1,050

Subtotal \$150 ea. \$1,050

Less Laptop Software Volume Discount of 45% -\$473

TOTAL LAPTOP SOFTWARE \$578

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

MOBILE UPLIFTS TO NEXT SERVER SIZE

MOBILE SOFTWARE ON THE RS/6000

16.

Base Message Switch to State/NCIC (Uplift from 500 to 700 units)

- Base Message Switch for MDT/MCT
- State/NCIC Interface \$10,000

17. Additional Aegis® Software for RS/6000 Message Switch

- New World CAD Interface for Aegis MSP (Uplift from 500 to 700 units) \$5,000
- Mobile Upload Software (Uplift from 500 to 700 units) \$10,000
- AVL Interface (Uplift from 500 to 700 units) \$5,000

CITY OF YUMA MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

18. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 200 to 300 units) \$8,000
- AVL CAD Interface (Uplift from 200 to 300 units) \$5,000

MOBILE MANAGEMENT SERVER

19. Aegis/MSP Mobile Management Server Software (Uplift from 200 to 300 units)

- Base CAD/NCIC/Messaging N/C
- Field Reporting \$5,000
- Field Reporting Data Merge \$1,000

YUMA COUNTY SHERIFF'S OFFICE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

20. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 100 to 150 units) \$2,000
- AVL CAD Interface (Uplift from 100 to 150 units) \$3,000

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

MOBILE MANAGEMENT SERVER

21. Aegis/MSP Mobile Management Server Software (Uplift from 100 to 150 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	\$3,000
- Field Reporting Data Merge	\$1,000

CITY OF SOMERTON MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

22. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 50 to 100 units)	\$1,000
- AVL CAD Interface (Uplift from 50 to 100 units)	\$3,000

MOBILE MANAGEMENT SERVER

23. Aegis/MSP Mobile Management Server Software (Uplift from 50 to 100 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	\$3,000
- Field Reporting Data Merge	\$1,000

CITY OF SOMERTON/COCOPAH TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

24. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 15 to 30 units)	\$1,000
- AVL CAD Interface (Uplift from 15 to 30 units)	\$2,000

MOBILE MANAGEMENT SERVER

25. Aegis/MSP Mobile Management Server Software (Uplift from 15 to 30 units)

- Base CAD/NCIC/Messaging	N/C
---------------------------	-----

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

CITY OF SAN LUIS MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

26. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 50 to 100 units) \$1,000
- AVL CAD Interface (Uplift from 50 to 100 units) \$3,000

MOBILE MANAGEMENT SERVER

27. Aegis/MSP Mobile Management Server Software (Uplift from 30 to 50 units)

- Base CAD/NCIC/Messaging N/C
- Field Reporting \$3,000
- Field Reporting Data Merge \$700

COCOPA TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

28. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 50 to 100 units) \$1,000
- AVL CAD Interface (Uplift from 50 to 100 units) \$3,000

MOBILE MANAGEMENT SERVER

29. Aegis/MSP Mobile Management Server Software (Uplift from 50 to 100 units)

- Base CAD/NCIC/Messaging N/C
- Field Reporting \$3,000
- Field Reporting Data Merge \$1,000

TOWN OF WELLTON MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

30. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (Uplift from 15 to 30 units) \$1,000
- AVL CAD Interface (Uplift from 15 to 30 units) \$2,000

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

MOBILE MANAGEMENT SERVER

- 31. Aegis/MSP Mobile Management Server Software (Uplift from 15 to 30 units)**
- Base CAD/NCIC/Messaging N/C
 - Field Reporting \$2,000
 - Field Reporting Data Merge \$800

QUECHAN TRIBE MOBILE SOFTWARE

MOBILE SOFTWARE ON THE MSP Server

- 32. Aegis® Mobile Integration Software**
- MDT/MCT Base CAD/RMS Interface (Uplift from 15 to 30 units) \$1,000
 - AVL CAD Interface (Uplift from 15 to 30 units) \$2,000

MOBILE MANAGEMENT SERVER

- 33. Aegis/MSP Mobile Management Server Software (Uplift from 15 to 30 units)**
- Base CAD/NCIC/Messaging N/C
 - Field Reporting \$2,000
 - Field Reporting Data Merge \$800

CLIENT SOFTWARE UNIT PRICING

- 34. Aegis® Law Enforcement Mobile Unit Software (1 Unit)**

<u>Mobile Messaging</u>	<u>LIST</u>		<u>w/45% Discount</u>
LE State/NCIC via Switch	\$500	ea.	\$275
LE CAD via Switch	\$750	ea.	\$413
In-Car Mapping	\$400	ea.	\$220
New World AVL	\$300	ea.	\$165

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Field-Based Reporting (1 Unit)

LE Field Reporting (Federal Standards)	\$1,000	ea.	\$550
--	---------	-----	-------

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance	\$200	ea.	\$110
-------------------------------	-------	-----	-------

LE Accident Field Reporting	\$1,000	ea.	\$550
-----------------------------	---------	-----	-------

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance	\$300	ea.	\$165
--	-------	-----	-------

Mobile Upload of Field Reports	\$600	ea.	\$330
--------------------------------	-------	-----	-------

Field Investigation Field Reporting (1 Form)	\$300	ea.	\$165
--	-------	-----	-------

Demographic Profiling Questionnaire	\$100	ea.	\$55
-------------------------------------	-------	-----	------

Includes 1 **New World** Report

35. Aegis® Fire Mobile Unit Software (1 Unit)

Fire CAD via Switch	\$750	ea.	\$413
---------------------	-------	-----	-------

Fire Inspections (4 units)	\$500	ea.	\$275
----------------------------	-------	-----	-------

In-Car Mapping	\$400	ea.	\$220
----------------	-------	-----	-------

New World AVL	\$300	ea.	\$165
---------------	-------	-----	-------

Subtotal for 1 unit	\$4,070
----------------------------	----------------

36. Additional Workstation License for 200 additional users*	\$100,000
---	------------------

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

*Note: Other than for Mobile Software, an Additional Workstation License of up 200 workstations is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- City of Yuma
- Yuma County Sheriff's Office
- City of Somerton Police
- City of Somerton/Cocopah Tribe Fire
- City of San Luis
- Town of Wellton
- Quechan Tribe

Note: Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included on the preceding pages. However, they may be easily incorporated into the proposal upon determination of the final software package.

ENDNOTES

- ¹ *Does not include any required 3rd party hardware or software unless specified in Appendix I of this Agreement. Customer is responsible for any 3rd party support.*
- ² *Prices assume that all software is licensed.*
- ³ *Any taxes or fees imposed are the responsibility of the **Customer** and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

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.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 24 months after the Effective Date.

2. Prime Contractor Services

New World has proposed prime contractor services, which shall be limited to: acting as the sole point of contact between other third party vendors (subcontractors); coordination of subcontractors; overall project system integration services; and contract management administration.

3. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Software delivered under this **Agreement** to insure successful implementation of and training on each application package. Based on the Licensed Software delivered under this **Agreement**, up to **3,000** hours of **New World** implementation and training support services have been allocated for this project and are included in Exhibit AA pricing. Excess hours requested and authorized by the **Customer** shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated as described in the scope of this **Agreement**. For reasons other than **New World** delay, **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 Software;
- b) **Customer** training and/or assistance in testing for each package of Licensed Software; and
- c) tailoring of Licensed Software by **New World** technical staff and/or consultation with **New World** technical staff.

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

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

4. 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) New World CAD to New World CAD Interface (2 instances)
- b) Web Query (2 instances)
- c) Data Connector to each additional New World Database (2 instances)
- d) Web CAD monitor (2 instances)
- e) Web Briefing Notes (includes BOLOs) (2 instances)
- f) CAD Pager Interface (2 locations)
- g) 911 Interface (2 PSAPs)
- h) Encoder Interface (1 PSAP)
- i) Livescan Interface (2 bookings locations)
- j) Commissary Interface (1 location)
- k) State/NCIC (2 locations)
- l) On-Line CAD Interface to State/NCIC (2 locations)
- m) On-line Orders of Protection Interface to State/NCIC (2 locations)
- n) On-Line Global Subjects Interface to State/NCIC (2 locations)
- o) On-line Wants & Warrants Interface to State/NCIC (2 locations)
- p) New World Mug Shots/Imaging (2 bookings locations)
- q) Web Inmate Inquiry (1 location)
- r) Web Case/Accident Report Download (2 locations)
- s) Citizen Reporting Interface (2 locations)
- t) LERMS Query Services (2 instances)
- u) Geo-File Implementation (\$40,000)
- v) Software System Testing (2 sites at \$25,000 per site)

New World's GIS implementation services are to assist and train **Customer** in preparing their GIS mapping data for use with the Licensed Software. **Customer** must provide an accurate GIS street centerline layer in an industry standard file format (ESRI Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. **New World** will assist **Customer** 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.

5. 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.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

- a) Hardware Quality Assurance Services (High Availability) 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

6. Additional Services Available

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

- a) additional software training;
- b) tailoring of Licensed 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 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 Hourly Rate).

EXHIBIT B1
IMPLEMENTATION AND TRAINING SUPPORT SERVICES

The services listed below are available to **Customer** at the prices described herein for a period of two (2) years from the Effective Date. **Customer** may elect to proceed with any of the items described in this Exhibit by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

1. 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) New World CAD to New World CAD Interface (4 instances)
- b) Web Query (4 instances)
- c) Data Connector to each additional New World Database (4 instances)
- d) Web CAD monitor (4 instances)
- e) Web Briefing Notes (includes BOLOs) (4 instances)
- f) CAD Pager Interface (4 locations)
- g) 911 Interface (1 PSAP)
- h) Livescan Interface (1 bookings location)
- i) Web Case/Accident Report Download (4 locations)
- j) LERMS Query Services (4 instances)
- k) Software System Testing (4 sites at \$25,000 per site)

2. Optional Additional Interface Installation Services (per instance)

Interface Installation Service Fees:

Remote Support (each instance):

- New World CAD to New World CAD Interface	\$1,800
- Web Query	\$1,800
- Data Connector to each additional NWS Database	\$1,800
- Web CAD Monitor	\$1,800
- Web Briefing Notes (includes BOLOs)	\$1,800
- LERMS Query Services	\$3,000
- Citizen Reporting Interface	\$1,750

Exhibit B1 / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

Optional Additional Interface Installation Services (per instance) continued:

In-Field or Remote Support (includes set-up and training) (each instance):	
- CAD Pager Interface	\$4,800
- 911 Interface	\$3,600
- Encoder Interface	\$5,000
- Livescan Interface	\$8,000
- Commissary Interface	\$5,000
- State/NCIC	\$5,600
- On-Line CAD Interface to State/NCIC	\$5,600
- On-Line Orders of Protection Interface to State/NCIC	\$5,600
- On-Line Global Subjects Interface to State/NCIC	\$5,600
- On-Line Wants & Warrants Interface to State/NCIC	\$5,600
- New World Mug Shots/Imaging	\$5,000
- Web Inmate Inquiry	\$3,000
- Web Case/Accident Report Download	\$2,400

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of ten (10) years (the SSMA term) beginning on the delivery of Licensed Standard Software (“Start Date”) and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

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 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* software, seven (7) days per week for Licensed 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 3rd party 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 Hourly 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, other than that described in this **Agreement**, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

4. Billing

Maintenance costs will be billed annually.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

5. Additions/Deletions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA as specified in the underlying agreement for said additional Licensed Standard Software. 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. Should **Customer** wish to drop any modules, or users, licensed under Exhibit A, it shall notify **New World** ninety (90) days prior to the next maintenance period. **New World** shall make an appropriate adjustment to the subsequent annual maintenance cost based upon the dropped modules, or users.

6. Requests for Software Correction on Licensed Software

At any time during the SSMA term, if **Customer** believes that the Licensed 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 Hourly Rate.

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

- a) situations where the Licensed 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 Software Packages Covered for MSP Servers

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

Annual Maintenance Cost (including Emergency 24/7 Support)

	Standard	24/7 Support	Total Support
Year 1	No charge	No charge	No charge
Year 2	\$110,000	\$60,000	\$170,000
Year 3	\$220,000	\$60,000	\$280,000
Year 4	\$330,000	\$60,000	\$390,000
Year 5	\$352,000	\$60,000	\$412,000
Year 6	\$374,000	\$60,000	\$434,000
Year 7	\$396,000	\$60,000	\$456,000
Year 8	\$407,000	\$60,000	\$467,000
Year 9	\$418,000	\$60,000	\$478,000
Year 10	\$429,000	\$60,000	\$489,000

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

8. Network and Infrastructure Quality Assurance

At **Customer's** option, Network and Infrastructure Quality Assurance \$5,000/Quarter

- a) On-site visits once per quarter to review Customer's network and infrastructure components;
- b) Collaborative consultation, between New World and Customer, prior to Customer modifying its network and/or infrastructure components to include:
 - Potential impact on Licensed Software performance due to Customer's failure to maintain initial requirements and/or resulting from Customer's intended changes to network or infrastructure components
 - Recommendation of steps required in order to mitigate impact on Licensed Software performance based on non-compliance with specifications and/or changes to network or infrastructure components.

9. Renewal of SSMA

Four (4) months prior to expiration of this SSMA, **New World** shall provide **Customer** a renewal SSMA for a period of three (3) years.

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 Yuma**
Customer Name

Located At: **1500 S. 1st Avenue**
Yuma, AZ 85364

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. Except to the extent required by Arizona public records laws or compelled by other legal process (by deposition, interrogatory, request for production of documents, subpoena, civil investigative demand or similar process), 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 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 and demonstrations shall not be scheduled without **Customer's** prior written consent. **New World** agrees prospective **New World** customers will be required to execute attached Exhibit N Demonstration Site Confidentiality Agreement prior to receiving access to **Customer's** Demonstration site. **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 individual Agency's portion of 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 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 4 test sets per Agency converted of the converted data. Additional test sets requested may require additional conversion costs which shall be mutually agreed upon.
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.
6. Conversion of address data shall be included in the services described in this **Agreement**.

Customer Responsibilities

1. Up to **33** discrete data file/modules from **Customer's** current databases 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 1/4-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 the conversion design document, and signoff after an appropriate time period. **Customer** agrees to signoff on the final conversions after appropriate review.

Files to be converted:

TBD as noted in Exhibit F1

EXHIBIT F1
DATA FILE CONVERSION ASSISTANCE

The services listed below are available to **Customer** at the prices described herein for a period of two (2) years from the Effective Date. **Customer** may elect to proceed with any of the items described in this Exhibit by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

Files to be converted:

City of Yuma Data File Conversion Pricing Estimates \$70,000
(Up to 13 files from the following possible sources are included)

Data Conversion Analysis and Assessment

Master Files:

- Master Name (Jackets)
- Master Property
- Master Gun
- Master Vehicle

Police CAD / Records Management System:

- CAD / Call for Service
- Incidents
- Cases
- Narrative
- Mug Shots
- Alerts

Fire CAD / Records Management System:

- Incidents
- Pre-plans
- Inspections

New World's Data Conversion costs assume that a maximum of 13 data files from all applications will be converted, all subject to the findings of the post agreement Data Conversion Analysis and Assessment Report. This report may raise or lower the estimated conversion costs based on the agreed-upon amount of files and data to be converted.

Exhibit F1 / DATA FILE CONVERSION ASSISTANCE

Yuma County Sheriff's Office Data File Conversion Pricing Estimates \$30,000
Multiple Application Database

Standard Conversion Plus 1
- CAD, RMS, Corrections

City of Somerton Data File Conversion Pricing Estimates \$50,000

(Up to 9 files from the following possible sources are included)

Data Conversion Analysis and Assessment

Master Files:

- Master Name (Jackets)
- Master Property
- Master Gun
- Master Vehicle

Police CAD / Records Management System:

- CAD / Call for Service
- Incidents
- Cases
- Narrative
- Mug Shots

New World's Data Conversion costs assume that a maximum of 9 data files from all applications will be converted, all subject to the findings of the post agreement Data Conversion Analysis and Assessment Report. This report may raise or lower the estimated conversion costs based on the agreed-upon amount of files and data to be converted.

Exhibit F1 / DATA FILE CONVERSION ASSISTANCE

City of Somerton/Cocopah Tribe Fire Data File Conversion Pricing Estimates

\$20,000

(Up to 2 files from the following possible sources are included)

Data Conversion Analysis and Assessment

Fire CAD / Records Management System:

- Incidents
- Pre-plans

New World's Data Conversion costs assume that a maximum of 2 data files from all applications will be converted, all subject to the findings of the post agreement Data Conversion Analysis and Assessment Report. This report may raise or lower the estimated conversion costs based on the agreed-upon amount of files and data to be converted.

Cocopah Tribe Data File Conversion Pricing Estimates

\$40,000

(Up to 9 files from the following possible sources are included)

Data Conversion Analysis and Assessment

Master Files:

- Master Name (Jackets)
- Master Property
- Master Gun
- Master Vehicle

Police CAD / Records Management System:

- CAD / Call for Service
- Incidents
- Cases
- Narrative
- Mug Shots

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:

TBD as noted in Exhibit G1

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. Any different modification shall be accomplished by a mutually agreeable Change Order.
- (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.
- (4) On-site training, testing and/or other support services at the Hourly Rate.

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

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

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review 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 G1
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

The services listed below are available to **Customer** at the prices described herein for a period of two (2) years from the Effective Date. **Customer** may elect to proceed with any of the items described in this Exhibit by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

Capabilities included in the initial scope:

a) Enhancements / Modifications to Exhibit A Software

(1) **Fire and EMS (\$25,600)**

Attachment A, General Tab

17 Fire & EMS

18 CFAI-Commission on Fire Accreditation International

Comment: This feature can be provided through a modification to standard software.

The estimated cost of this modification is included in the fee proposal.

(2) **Fire and EMS: (\$25,600)**

Attachment C, City of Yuma Fire Tab

33 **Fractal Time Reports**

34 **Required Features & Functions**

35 **The following fractal time reports are required and provide the CFAI assessment team with required information:**

Comment: New World does not offer detailed fractal report as a standard feature in the current release. This feature can be provided based on the the Fire Business Analytics prototype.

36 Report based on Response Time for emergency and non-emergency responses by selected date range and responding personnel on apparatus

Comment: Included in above modification

37 Report based on Receive (Turnout) Time for emergency and non-emergency response by selected date range and responding shift and station

Comment: Included in above modification

38 **Reports based on Call Processing Time (Alarm to Dispatch), Turnout Time (Receive to Turnout) and Response Time (Receive to On-Scene) by a variety of selection/grouping criteria including but not limited to:**

Comment: New World will provide these functions utilizing the Fire Business Analytics module and by providing enhancements to Fire Incidents to support up to 5 additional data elements from map layers.

39 date range

40 incident type/category

41 classification

42 fire management zone

**Exhibit G1 / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

- 43 map page
- 44 station
- 45 unit/apparatus
- 46 personnel
- 47 primary action taken
- 48 district
- 49 Report based on selected hour range and date for emergency and non-emergency call for service

- (3) CAD Narrative (\$9,000)
 - (4) Location Alerts via CAD to CAD Interface (\$15,000)
 - (5) Message Switch Modifications for Failover (\$24,000)
 - (6) Modify CAD Web Monitor (\$15,000)
 - (7) Booking Alert and Transfer (\$37,500)
 - (8) State Court Interface (\$30,000)
 - (9) Corrections Work Release (\$18,000)
 - (10) YRCS Fire Reporting Modifications (\$0)
 - (11) CAD Modification to support timestamp when E911 received (\$0)
- b) 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) Coplink Interface (\$25,600)
 - (2) Business Analytics Module (\$20,000)
 - (3) Health EMS (Sansio) Interface (patient care reporting): (\$42,000)
 - (4) Telestaff Interface (\$15,000)

Additional supplemental information for Exhibit G1, Item 1(a)(1) and 1(a)(2)

Name	Exhibit G1 Fire Reporting Modifications Fire Business Analytics
Short Description of Interface or Custom Modification	New World will provide the Fire Business Analytics Module in order to meet the reporting requirements in exhibit G of the YRCS contract. In particular, Fire Business Analytics will provide the ability to produce the reporting required for Fire Accreditation as defined in exhibit G.
Data Source	N/A
Target	
Interface Direction	N/A
NWS Interface	N/A
External System Interface	N/A
Detailed Description	YRCS requires that the fire solution provide reporting tools to enable the agencies to create the required reports for fire accreditation purposes. Exhibit G of the contract specifies particular reporting needs for accreditation. Fire Business Analytics is currently a prototype application that has been demonstrated to YRCS and will provide the necessary fractal and other non-standard reporting needed for accreditation. In addition, another ICD outlines specific modifications to FRMS and Business Analytics that will be needed to ensure the data elements outlines in exhibit G are available for the various reporting requirements.
Protocol/Transport	LAN based file import
Data Formats	Delimited file format, fixed field length
3rd Party Requirements	None
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality • Develop functional specification for approval • Install, configure, and test modification
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of modification • Have resource available to review and approve design • Have resources available to assist in installation, configuration, and testing of modifications. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	
Solution Consulting Comments	

Name	Exhibit G1.1.a.3 CAD Narrative Separation for Multi-Agency CFS
Short Description of Interface or Custom Modification	New World Systems will modify the add narrative command and add narrative window to allow narrative to be identified as for police, for fire, or for both.
Data Source	N/A
Target	
Interface Direction	N/A
NWS Interface	N/A
External System Interface	N/A
Detailed Description	New World Systems will modify the add narrative command and add narrative window to allow narrative to be identified as for police, for fire, or for both.
Protocol/Transport	N/A
Data Formats	N/A
3rd Party Requirements	None
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	<i>(Estimated cost - \$9,000)</i>
Solution Consulting Comments	

Name	Exhibit G1.1.a.4 Location Alerts across agencies via CAD to CAD interface
Short Description of Interface or Custom Modification	New World Systems will provide an enhancement to the CAD to CAD interface that will allow an agency to configure the alerts that need to be sent and the CAD to CAD interface will provide those alerts via narrative processing in CAD
Data Source	N/A
Target	
Interface Direction	N/A
NWS Interface	Enhancement to existing interface
External System Interface	N/A
Detailed Description	<i>New World Systems will expand the CAD to CAD interface to pass location alert information as appropriate. This approach provides an option for an agency to configure the alerts that need to be sent (to cut down on data transferred and limit what the user has to view) through the interface via narrative updates. This will include the preplan information as well, but not any attachments due to performance, bandwidth and size concerns. This information will appear in the narrative of the call in a manner that draws the user's attention and since it is part of the narrative, it will automatically go to any mobile unit dispatched to the call.</i>
Protocol/Transport	Web Service
Data Formats	XML
3rd Party Requirements	None
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	<i>(Estimated enhancement - \$15,000)</i>
Solution Consulting Comments	

Name	Exhibit G1.1.a.5 Message Switch Modifications for Failover
Short Description of Interface or Custom Modification	New World Systems will provide an option that allows two message switches to split agency connections and provide automatic failover support.
Data Source Target	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	State/NCIC
Detailed Description	<i>New World Systems has proposed multiple message switches that will operate in a load balanced, failover mode. This means the subscriber agencies within YRCS can be split between the two message switches based on favorable network routing and the two switches will be able to back each other up in case of a failure. New World Systems will do this using the existing message switch code that allows for the load balancing and will add a process that checks the viability of the corresponding message switch. If this process determines that the corresponding switch is not responding or that the network connections are not viable, it will then start up processes for all YRCS subscriber agencies. This will be based on each switch having a separate IP address on the network and having network routing in place that allows traffic to reach both message switches. Each switch will require a connection to ACJIS. Failover will be automatic, but recovery will be a manual process. This eliminates the need for another server on the network, and the overhead, expense and support requirements for an IBM HACMP (High Availability Cluster Multiple Processing) environment and provides one vendor support for the solution.</i>
Protocol/Transport	LAN based file import
Data Formats	Delimited file format, fixed field length
3rd Party Requirements	Network configuration and routing will need to be in place to support the detailed description above, in particular to support traffic from all YRCS agencies to both message switches and network support to route traffic in case of a failure as needed.
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	<i>(Estimated enhancement - \$24,000)</i>
Solution Consulting Comments	

Name	Exhibit G1.1.a.6 Expand CAD Web Monitor to see units and personnel assigned to unit
Short Description of Interface or Custom Modification	New World Systems will enhance the CAD web monitor to show units, equipment and all personnel assigned to the unit so mutual aid calls can share all the appropriate information between dispatch centers.
Data Source	N/A
Target	
Interface Direction	N/A
NWS Interface	N/A
External System Interface	
Detailed Description	<i>Agencies that provide mutual aid often need to know what other units are available, the equipment, and all personnel assigned. To do this across servers New World Systems will provide an expansion of the Web CAD monitor functionality to show the unit and ALL assigned personnel.</i>
Protocol/Transport	N/A
Data Formats	N/A
3rd Party Requirements	None
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	<i>(Estimated enhancement - \$15,000)</i>
Solution Consulting Comments	

Name	Exhibit G1.1.a.7 Agency Book Alert and Transfer to County Jail
Short Description of Interface or Custom Modification	New World Systems will provide an interface that will alert the county jail to an incoming booking and will provide an option to copy the agency booking information to the county jail system.
Data Source	New World Systems
Target	NWS
Interface Direction	One way
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	Some agencies will process a subject locally creating a booking record before transporting to the county. County jail does not know that the individual is inbound until they arrive and then they have to re-enter all the booking data. To solve this issue, New World Systems will provide an Aegis Standard Booking Import Service and a Aegis Standard Booking Export Service. The import service would be used to pull booking information into the county jail to limit redundant data entry. The export service will be used for notification of incoming bookings.
Protocol/Transport	WCF
Data Formats	XML
3rd Party Requirements	None
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	<i>(Estimated cost - \$37,500)</i>
Solution Consulting Comments	<p>“Aegis Standard Booking Import Service: IOE interface that allows a 3rd party to send an arrest/booking message to a WCF Service that then creates the initial Global Jacket and/or booking. At minimum it would allow import of the person arrested to minimize re-entry and at full scope might allow some of the booking to be created. Usha – you would know what fields would make sense and would be common across agencies and vendors.</p> <p>Aegis Standard Booking Export Service: IOE interface that pushes new bookings on a regular schedule (15 minutes) to other services that can use the information to be notified of new bookings. It would include both the Global Jacket information and booking details.</p> <p>A single contract could be used to support seamless New World to New World interfaces. Also we would need to leverage any jacket matching possible. “</p>

Name	Exhibit G1.1.a.8 Interface to AZ State Court System
Short Description of Interface or Custom Modification	New World Systems will provide an interface to the Aztec Court System that will export case, arrest, and warrant information in XML format for import by the court application. This interface will also import dispositions for cases from the court application.
Data Source	New World Systems/Court
Target	Court/NWS
Interface Direction	Two Way
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	<i>New World Systems can provide an interface to the Aztec Court system based on sending case/arrest information and/or warrants in XML format to the court system and receiving dispositions back from the court system in XML format. The court system needs to provide the necessary information for the format of the data being sent, as well as the returned dispositions. A technical contact at the court vendor will also need to be available for consultation.</i>
Protocol/Transport	Web service
Data Formats	XML
3rd Party Requirements	The court application will need to be able to import XML and provide details on their export methodology
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	<i>(Estimated cost - \$30,000)</i>
Solution Consulting Comments	

Name	Exhibit G1.1.a.9 Corrections Work Release Enhancement
Short Description of Interface or Custom Modification	New World will provide a corrections enhancement that will allow, based on configuration, agency defined rules for work release eligibility. This modification will ensure that only inmates that are fully sentenced have no holds, and no disciplinary events are eligible for work release. This modification will also provide a mechanism to flag inmates with work release that are no longer eligible.
Data Source	N/A
Target	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	N/A
Detailed Description	<p>The application must manage and track work detail for only those prisoners that:</p> <ol style="list-style-type: none"> 1. Are fully sentenced 2. Have no holds 3. Have no disciplinary actions against them <p>Currently there is no provision in the application to prevent inmates from being scheduled to work release. New World Systems will provide a custom modification as part of this contract to allow configuration to support the above requirements.</p> <p>The application will also manage and track work detail for prisoners that were originally eligible for work detail but violated their conditions of work detail and therefore are no longer eligible for work detail. This can be done via a report or query.</p>
Protocol/Transport	N/A
Data Formats	N/A
3rd Party Requirements	None
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Have resource available to review and approve interface design
Comments	
Solution Consulting Estimate	<i>(Estimated cost - \$18,000)</i>
Solution Consulting Comments	

Name	Exhibit G1.1.a.10 YRCS Fire Reporting Modifications
Short Description of Interface or Custom Modification	In order to meet YRCS requirements for fire accreditation reporting, New World will add up to 5 additional fields to the fire incident that will be populated from identified map layers when the fire incident is geo-validated. If required, the Fire incident will also be expanded to handle up to 3 additional status changes from CAD. These additional fields will be exposed to the Fire Business Analytics and will be available for reporting using a reporting service over the Fire Cube via Fire Business Analytics
Data Source	N/A
Target	N/A
Interface Direction	N/A
NWS Interface	N/A
External System Interface	N/A
Detailed Description	In release 9.0, New World added several CAD statuses. There is a chance that additional CAD unit statuses will need to clear to FRMS. If required, New World will add these statuses to Fire Incidents and ensure that the fields populate when the call is cleared. Also, New World will add up to 5 additional fields to capture map layer information. When a location in Fire Incidents is geo-validated, these fields will be populated from the map layers. The process to populate the Fire Cube for Business Analytics will be modified to include both the additional unit statuses and map layer fields so that these fields are available to any reporting service that is used against the fire cube for fractal reporting.
Protocol/Transport	N/A
Data Formats	N/A
3rd Party Requirements	N/A
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	The above modifications were agreed to with YRCS parties during a conference call on 05272010. Both New World Systems and Yuma parties were on the call.
Solution Consulting Estimate	40 hours (at no cost)
Solution Consulting Comments	

Name	Exhibit G1.1.a.11 CAD Modification to support timestamp when E911 received
Short Description of Interface or Custom Modification	New World will modify CAD to capture an additional timestamp when the E911 ANI/ALI data stream is received by the server. This will be added to the call for service and be available for reporting purposes
Data Source	911 ANI/ALI Controller
Target	CAD
Interface Direction	N/A
NWS Interface	This modification may affect the E911 interface
External System Interface	Standard E911 interface to ANI/ALI controller
Detailed Description	Currently, the New World CAD supports the import of the date timestamp that is part of the 30W ALI format. Given there is only one timestamp in this format, it's necessary to capture the time the ANI/ALI data stream reaches the CAD server. Since the ANI/ALI data stream is not sent until the dispatcher answers the E911 line, this is a close approximation of when the call was answered. New World will capture this timestamp into the call for service and make this timestamp available for reporting purposes.
Protocol/Transport	Dependant on data stream (either serial or IP)
Data Formats	Varies on 911 vendor
3rd Party Requirements	None
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	This modification was agreed up during a conference call on 05-27-2010 with both customer and New World Systems.
Solution Consulting Estimate	16 (at no cost)
Solution Consulting Comments	

Name	Exhibit G1.1.b.1 Coplink Interface
Short Description of Interface or Custom Modification	New World Systems will provide technical consultation with Coplink to provide the necessary data for their system. This will include the necessary export if required of the key modules to include incidents, cases, arrests, accidents, and tickets.
Data Source	New World Systems LERMS
Target	Coplink
Interface Direction	One Way Export
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	<p>Based on historical experience with Coplink, they are very flexible with regards to their ability to import data from external systems. There are options to accomplishing this export of data to include a copy of the database or a defined export.</p> <p>New World Systems will work with Coplink and Customer to determine the best approach for this geographic area and will provide the necessary technical consultation on the database schema.</p>
Protocol/Transport	N/A
Data Formats	SQL Server
3rd Party Requirements	None
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	
Solution Consulting Estimate	120 hours (\$25,600)
Solution Consulting Comments	

EXHIBIT H ACCEPTANCE TESTING

The objective of Acceptance Testing is to verify that the Licensed Software provided by **New World** meets the agreed upon specifications as provided for in this **Agreement**.

Customer's project manager and the **New World** project manager shall jointly plan, coordinate and manage the testing processes. **Customer** agrees to conduct acceptance testing in a timely manner following notice by **New World** that a testing phase is ready to be started.

Acceptance Testing will include the following Licensed Software components:

- Licensed Standard Software
- Licensed Standard Software Interfaces
- Licensed Custom Software Interfaces
- Licensed Standard Software Enhancement/Modifications

As scheduled in the Implementation Plan and using **New World's** Exhibit B services, four phases of Acceptance Testing may take place. Each test is intended to occur sequentially unless otherwise agreed to by both parties.

- Functional Testing
- Interface Testing
- Reliability Testing
- Final Acceptance and Interoperability Testing

Reliability and Final Acceptance Testing shall not proceed until either (a) Functional and Interface testing are complete or (b) **Customer** waives, in writing, the Functional and Interface testing requirement. Payment milestones associated with Functional and/or Interface Testing, if any, shall be considered due if **Customer** waives these tests.

Should **Customer** identify a defect that substantially impairs **Customer's** value of the Licensed Software, **Customer** shall immediately provide a written notice to **New World** that acceptance is declined by **Customer**. Such defect(s), if any, shall be resolved in accordance with **New World's** obligations as defined in Exhibit C.

1. Functional Testing of Licensed Software

Prior to beginning functional testing, **New World** shall provide a test plan for review and approval by **Customer**. On completion of testing, **Customer** may approve or reject the entire Functional Test, or any elements of the Functional Test. If functional test is rejected by **Customer**, test may be repeated after corrections are provided by **New World**. Once started, the Functional Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Functional Test are not met.

Functional Test Guidelines

All items coded "Yes" (as qualified) in the **New World** detail response to **Customer's** RFP shall be provided to **Customer** through Exhibit A software capabilities, **Customer's** use of 3rd Party software, Licensed Custom Software provided by **New World** and/or future enhancements to Exhibit A Licensed Standard Software provided under Exhibit C. After **Customer's** request to **New World**, and **New World's** written proposal and cost to provide the service using Exhibit B support services hours, Functional Testing shall be demonstrated to **Customer** by **New World**.

If **Customer** has not licensed the software on Exhibit A (either as optional or through a Change Order), then the specification associated with that software module shall not apply in any acceptance test and/or to fulfill the above criteria.

Exhibit H / ACCEPTANCE TESTING

2. Interface Testing of Licensed Software

Prior to beginning Interface Testing, **New World** shall provide a test plan for review and approval by **Customer**. On completion of testing, **Customer** may approve or reject the entire Interface Test, or any elements of the Interface Test. Once started, the Interface Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Interface Test are not met.

New World shall develop test plans and provide them to **Customer** for review and approval. Interface Testing shall not begin until written approval of **New World's** submitted test plan has been accepted by **Customer**. Following approval of the Interface Test Plan, **New World** will demonstrate to **Customer** that the Licensed Software, Standard Interfaces, and Custom Interfaces, have been installed, are operational and provide the intended functionality as described in the Exhibit G Interface Control Documents.

3. Final Acceptance by means of Reliability Test of the Licensed Software

Upon placing the Licensed Software into production live use, the Licensed Software shall undergo a thirty (30) day reliability test. The purpose of this test is to demonstrate that the **New World** Licensed Software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in this **Agreement**. If, during the first fifteen (15) days of the Reliability Test, the Licensed Software experiences a Major Failure, then the thirty (30) day period will start over from day one and continue for the full thirty (30) days. For purposes of this **Agreement**, a Major Failure is defined as the inability to perform the function for which the Licensed Software was designed and commissioned. If the Licensed Software fails on or after day sixteen (16), **Customer** may elect for the test to start over from day sixteen (16) and go for the remaining fifteen (15) day period or start over from day one and continue for the full thirty (30) days.

If the Licensed Software experiences a Major Failure as a result of a deficiency in the **Customer's** computing environment (network outage, server failure, operator error, planned downtime, etc), the reliability test will not be restarted but will continue from the point in time that such failure occurs and until the thirty (30) day test is completed unless a Major Failure occurs after the Licensed Software is restarted which is not attributed to the **Customer's** environment. Under such conditions the terms outlined above will govern the appropriate action to be followed.

Licensed Software shall be deemed accepted upon the successful completion of the 30 day Reliability Test as defined in above. Final Acceptance and corresponding payment(s), if any, for each component identified may occur independently after successful completion of the Reliability Test for each component. (i.e. each component of Exhibit A)

4. Final Acceptance by means of Beneficial Use of the Licensed Software, including interoperability

Notwithstanding anything above, the Licensed Software shall be deemed accepted ninety (90) days after **Customer** has had beneficial use of the Licensed Software without occurrence of a Major Failure through its use in a production environment ("live use") that supports **Customer** operations and meets the interoperability requirements described in **New World's** Detailed Response to the RFP. Final Acceptance shall not be withheld due to minor or moderate errors.

EXHIBIT I
INCORPORATION OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE
SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detailed Response to the software specifications of **Customer's** RFP, and **Customer's** RFP, and all addenda, are incorporated in this **Agreement**.

All items coded "Yes" (as qualified) in the **New World** Detailed 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 outside the scope of this **Agreement**, may be provided using Exhibit B support services.

For items other than functionality, any conflict between terms and conditions shall be resolved using the following order of precedence: this **Agreement**; **New World's** Detailed Response to the specifications of the RFP; **Customer's** RFP and all addenda.

If **Customer** has not licensed the software on Exhibit A (either as optional or through a Change Order), then the specification associated with that software module shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT J
ESCROW OF SOFTWARE SOURCE CODE

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed 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").

New World shall deposit into the escrow account current copies of source code for Releases and Versions of the Licensed 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.

EXHIBIT K
STATEMENT OF WORK

Placeholder

EXHIBIT L
NEW WORLD TRAVEL POLICY

REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES

Documentation

In order to comply with IRS and company policies, all expense reports must be properly documented. "Properly documented" means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed.

1. Receipts

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets, detailed restaurant checks, and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. If you paid for the airfare yourself, you must also submit your airline receipt and credit card voucher or other valid proof of payment. For E-tickets: although there is no ticket stub to turn in, please submit boarding passes, itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher must be submitted.

For restaurants: Tear-off tabs and handwritten receipts for cash will generally not be accepted if they exceed \$25.

All receipts must clearly indicate: Seller's name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where you have lost a receipt or did not get one, provide the above information along with an explanation of why there is no receipt. Do not cross out or change any of the information on a receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted. A substituted receipt will not be accepted. The Company will retain your original receipts and expense reports should you ever need access to them.

Reimbursable Expenses

The following types of expenses are generally considered reimbursable:

1. Mileage

You will be reimbursed for the daily business use of your personal vehicle when such mileage exceeds your normal roundtrip commuting mileage.

Example: Susan Jones lives 20 miles from the office, making her normal roundtrip commuting mileage equal to 40. If she travels 50 miles to the airport on Monday, she will be reimbursed for 10 miles for that day (50 miles driven that day less her normal 40 mile daily commute).

You will not be reimbursed for business mileage if the total distance driven is less than your normal commuting mileage on the days you drove. All approved miles traveled on a Saturday, Sunday or company holiday will be paid if you are on authorized company business that day.

Exhibit L / NEW WORLD TRAVEL POLICY

The mileage reimbursement is intended to cover all vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

Mileage Reimbursement Rates The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc., stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement methods. The reimbursement method you should use depends on the number of miles you drive each week.

1. *Under 300 Miles Per Week* For weeks where your reimbursable mileage is less than 300 miles, you will be reimbursed at the standard rate of \$.38 per mile, or

2. *Over 300 Miles Per Week* For weeks where your reimbursable mileage is 300 miles or more, you will receive the following three reimbursements:

1. A fixed mileage reimbursement of \$65 for all reimbursable miles driven that week, plus,
2. A variable mileage reimbursement for operating expenses and gas of \$.14 per mile for every reimbursable mile driven, plus,
3. An additional reimbursement for up to \$80 of gasoline purchased for business use. Receipts are required.

When your mileage exceeds 300 miles in a week you must also provide information on your expense report regarding the vehicle driven and the ending odometer readings of each business trip.

Example: Susan Jones takes two business trips in one week that total 550 reimbursable miles. She buys gas totaling \$85 while on the trips. She turns in her gasoline receipts and calculates her reimbursement as:

<i>Fixed Mileage Reimbursement: exceeded 300 miles this week</i>	<i>\$65.00</i>
<i>Variable Mileage Reimbursement: 550 miles x \$.14</i>	<i>\$77.00</i>
<i>Gas Purchases: receipts totaling \$85 (capped at \$80)</i>	<i><u>\$80.00</u></i>
	<i><u>Total \$222.00</u></i>

2. Parking, Tolls, etc.

The company will reimburse you for parking, tolls, and certain other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

When parking overnight or longer, you must use the overnight, deck or long-term parking lots to avoid excessive parking costs. Any excessive parking expense will not be reimbursed.

Exhibit L / NEW WORLD TRAVEL POLICY

3. Airfare

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service. Under current policy, you may choose to participate in Frequent Flyer programs as long as actual flights are chosen based on lowest fares, not maximizing personal mileage credits.

Air travel is not allowed to destinations that are within 200 miles of your home or local office or in any situation where it is more economical to drive rather than fly. All trips should originate from the major airport that is nearest to our local office (Detroit Metro for Troy office employees) unless it is less expensive to use a different airport.

You are encouraged to book airline reservations 14 days in advance if possible to take advantage of reduced rate fares. You're expected to accept the lowest fare with New World's preferred carrier, connecting flights, and alternative flights, which depart within 2 hours of your desired departure time.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Your boarding passes, ticket stubs (unless using an E-ticket), and travel agent's itinerary must be submitted with your expense report for all air travel—regardless of whether the company or you paid the bill. If your itinerary differs from the actual flights you made, provide an explanation on the itinerary.

Unused Tickets

Unused tickets are valuable and must be returned to the controller's office immediately so that proper credit can be received. Do not keep unused tickets or try to convert them in any way for future use.

4. Rental Cars

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

You should return rental cars with a full tank of gas. Rental agencies charge excessive gasoline prices (currently \$6.00/gallon or more) to refuel a vehicle. While New World will reimburse you for normally-priced gasoline you put into rental cars, we will not reimburse employees for excessive rental agency fuel charges that exceed \$10 per rental. Fill up in the morning or night before if you're not sure you'll have time when you return the car.

If you use a rental car on a trip that originates from your home or office, you may claim the standard mileage rate for the business mileage (minus normal commuting mileage), but the cost of the rental car itself and gas, etc. will not be reimbursed.

In certain circumstances a Customer may request or allow you to drive a rental car to a location beyond 200 miles from your home or office. This will be allowed only if an authorized Customer representative agrees in writing to reimburse New World for the full cost of the rental car and all driving time at standard rates.

Exhibit L / NEW WORLD TRAVEL POLICY

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. Our account recap number can be found on your NCR card. You must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

It's most economical to return the car to the same location where you originally rented it. If you must return the car to another location, be aware that substantial additional charges will be assessed by National based on the distance between the origination and drop-off offices.

5. Ground Transportation

When renting a car is not more economical, the company will reimburse you for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed machine printed receipt. Such receipts should be obtained whenever possible. Share cab rides with other New World employees whenever possible to save money.

On trips that exceed 2 days: Cab fare will not be reimbursed if it would have been cheaper to rent a car.

6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** you stay overnight on business. The standard per diem amount is \$36 for travel within the 48 continental U.S. states and \$44 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

You may claim an additional \$18 per diem on the day of your return if you arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips you may depart and return the same day and not spend an evening out of town. In those cases, a \$18 per diem may be claimed if you spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

Billing and Special Situations: New World's Customers are normally invoiced for all per diem allowances paid to employees for service trips. Sometimes our arrangements with Customers may specify a per diem amount that is higher or lower than the standard rates above for business reasons. As a general rule, this will not change the standard per diem allowance paid to employees. You will be notified in advance in writing if any exception to this general rule applies in a specific situation.

7. Lodging

You are expected to stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, and other clean newer bargain motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President - Finance as being necessary for business reasons—for example, staying at a resort location to attend a trade show or staying close to the IBM or prospect's office during the sales process. Many hotels have government rates or special rates available to IBM Business Partners or guests of the city/county. You should always attempt to receive any reduced rate.

Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of \$10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.

EXHIBIT M
SAMPLE INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID: JN NEWWO-2	DATE (MM/DD/YYYY) 05/27/09
PRODUCER Cambridge Underwriters Ltd. P.O. Box 511077 Livonia MI 48151-7077 Phone: 734-525-0927 Fax: 734-525-0612		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED New World Systems Corp. Attn: Mr. Chuck Twigg 888 W. Big Beaver Rd. #600 Troy MI 48084		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Great Northern Insurance Co.	20303
		INSURER B: Federal Insurance Company	20281
		INSURER C: Hartford Insurance Company	19682
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	35872722	05/28/09	06/01/10	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
					Emp Ben. 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73547435	05/28/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	79853647	05/28/09	06/01/10	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
					\$
					\$
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	35WEILL1140	05/28/09	05/28/10	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER \$
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS



CERTIFICATE HOLDER

Insured's Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert A. Ballard

EXHIBIT N
DEMONSTRATION SITE CONFIDENTIALITY AGREEMENT

Visitor Name: _____ Visit Date: _____
(Print Name)

Visit Location and Purpose: _____

I understand that I will be provided with a demonstration of New World Systems Corporation Software at the City of Yuma Demonstration Site mentioned above. I understand that through the course of this demonstration, I may come into contact with Confidential and/or Proprietary information. I understand that the City of Yuma is obligated to keep this information confidential. I further understand that if I encounter Confidential and/or Proprietary information through the course of my demonstration and/or access to the demonstration site, it is solely for the purpose of demonstrating software, concepts or principals, and not for the purpose of disclosing the Confidential and/or Proprietary information.

I agree that I will otherwise not attempt to view any Confidential and/or Proprietary information. I also agree that I will not copy, or otherwise remove any Confidential and/or Proprietary information from the facility. Additionally, I agree that I will not disclose any Confidential and/or Proprietary information that I may come into contact with.

Signed: _____ Date: _____



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

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

City of Yuma
Attn: ITS Department
One City Plaza
Yuma, AZ 85364

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 Third Party 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. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred and paid as outlined in Section II, 7.1.

The Exhibit 1 components and cost may only be changed by mutual agreement of the 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 said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

Appendix 1 - AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES

EXHIBIT 1

CONFIGURATION

THIRD PARTY SOFTWARE

1. Embedded Third Party Software				\$25,000
<i>(includes all Third Party executable components)</i>				
2. GIS Software				\$56,550
CAD				
- CAD Workstations using ArcGIS Engine Runtime (24 workstations)	500	ea.	\$12,000	
Mobile				
- Mobile In-Car Mapping (297 units)	150	ea.	\$44,550	

THIRD PARTY HARDWARE

3. Hardware, System Software & Services (see attached)				\$25,900
Message Switch			\$25,900	

TOTAL THIRD PARTY COSTS	\$107,450
--------------------------------	------------------

**OPTIONAL THIRD PARTY SOFTWARE/HARDWARE
THIRD PARTY HARDWARE**

1. CopLogic		\$39,500
- Yuma Police Department	\$17,000	
- Yuma County Sheriff's Office	\$22,500	
2. Diagramming Software (Scene PD)		
Enterprise site license		\$37,071
3. APS Ticketing and Citations		\$448,236
4. Telestaff Scheduling Software		\$74,300
5. Northpointe JICS Classification		
- 500 to 999 Beds		\$16,950
Northpointe JICS Classification & Inmate Management Training		
- 500 to 999 Beds		\$4,500
TOTAL THIRD PARTY COSTS		\$546,257

Appendix 1 - AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES

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.

Appendix 1 - AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES

SERVERS	
HARDWARE	INVESTMENT
<p>IBM Power 520 Express 8203-E4A (Message Switch - Primary)</p> <ul style="list-style-type: none"> - OP Panel Cable for Rack-Mount Drawer w/3.5" DASD - Primary OS - AIX - (2) 146GB, 15K-RPM SAS Disk Drive - USB Internal Docking Station for Removable Drive - (2) USB 160GB Removable Disk Drive (Backup/Recovery) - 4GB System Memory - Software Preinstall - Dual Port 1GB Intergrated Ethernet Daughter Card - 1-Core 4.2GHz POWER6 Processor Card - Zero Priced Processor Activation for #5633 - Power GTX145 PCI-Express Graphics Accelerator - SATA Slimline DVD-RAM Drive - (2) Power Cord, 6' to Wall, 125V, 15A, Plug Type #4 - IBM/OEM Rack Mount Drawer Rail Kit - IBM Rack Mount Drawer Bezel and Hardware - Power Supply, 950 Watt AC, Hot-Swap, Base & Redundant - DASD/Media Backplane for 3.5" DASD/DVD/Tape - Language Group Specify - US English 	<p>\$7,100</p>
<p>IBM Power 520 Express 8203-E4A (Message Switch - Warm Standby)</p> <ul style="list-style-type: none"> - OP Panel Cable for Rack-Mount Drawer w/3.5" DASD - Primary OS - AIX - (2) 146GB, 15K-RPM SAS Disk Drive - USB Internal Docking Station for Removable Drive - (2) USB 160GB Removable Disk Drive (Backup/Recovery) - 4GB System Memory - Software Preinstall - Dual Port 1GB Intergrated Ethernet Daughter Card - 1-Core 4.2GHz POWER6 Processor Card - Zero Priced Processor Activation for #5633 - Power GTX145 PCI-Express Graphics Accelerator - SATA Slimline DVD-RAM Drive - (2) Power Cord, 6' to Wall, 125V, 15A, Plug Type #4 - IBM/OEM Rack Mount Drawer Rail Kit 	<p>\$7,100</p>

Appendix 1 - AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES

- IBM Rack Mount Drawer Bezel and Hardware
- Power Supply, 950 Watt AC, Hot-Swap, Base & Redundant
- DASD/Media Backplane for 3.5" DASD/DVD/Tape
- Language Group Specify - US English

Total System Hardware \$14,200

SYSTEM SOFTWARE	INVESTMENT
------------------------	-------------------

IBM Power 520 Express 8203-E4A (Message Switch - Primary)

- AIX V6.1 N/C
- System Program Order (CD Media) \$50
- AIX V6.1 Value Pak \$150

IBM Power 520 Express 8203-E4A (Message Switch - Warm Standby)

- AIX V6.1 N/C
- System Program Order (CD Media) \$50
- AIX V6.1 Value Pak \$150

Total System Software \$400

IBM SERVICES	INVESTMENT
---------------------	-------------------

IBM Power 520 Express 8203-E4A (Message Switch - Primary)

- Includes 3 Year HW/SW Maintenance, 24X7X4 Hour Support \$3,150

IBM Power 520 Express 8203-E4A (Message Switch - Warm Standby)

- Includes 3 Year HW/SW Maintenance, 24X7X4 Hour Support \$3,150

Total IBM Services \$6,300

NEW WORLD PROFESSIONAL SERVICES	INVESTMENT
--	-------------------

RS/6000 Installation Support¹ \$5,000

Total New World Services \$5,000

TOTAL INVESTMENT \$25,900

COPLOGIC

Yuma Police Department

Quantity	Description	Unit Price	Amount
1	<u>Set-Up for DeskOfficer Online Reporting System (DORS)</u> <ul style="list-style-type: none"> • Implementation Assistance • Setting up the interface to RMS/Report Writing Software • Training 	\$10,000.00	\$ 10,000.00
1	<u>Annual DORS Usage, Support, and Maintenance</u> <ul style="list-style-type: none"> • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Every update and upgrade released for DORS • Hosting on Coplogic's Secure Servers 	\$7,000.00	\$ 7,000.00
Subtotal			\$ 17,000.00

Yuma Sheriff's Office

Quantity	Description	Unit Price	Amount
1	<u>Set-Up for DeskOfficer Online Reporting System (DORS)</u> <ul style="list-style-type: none"> • Implementation Assistance • Setting up the interface to RMS/Report Writing Software • Training 	\$12,500.00	\$ 12,500.00
1	<u>Annual DORS Usage, Support, and Maintenance</u> <ul style="list-style-type: none"> • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Every update and upgrade released for DORS • Hosting on Coplogic's Secure Servers 	\$10,000.00	\$10,000.00
Subtotal			\$ 22,500.00