



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

May 18, 2011

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 Oxnard, California** (“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 C STANDARD SOFTWARE MAINTENANCE AGREEMENT**
- Exhibit D NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
- Exhibit E..... DEMONSTRATION SITE DISCOUNT**
- Exhibit F..... DATA FILE CONVERSION ASSISTANCE**
- Exhibit G CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit H ESCROW OF SOFTWARE SOURCE CODE**
- Exhibit I..... CHANGE MANAGEMENT REVIEW AND PLANNING PROJECT**
- Exhibit J ACCEPTANCE TESTING**
- Exhibit K INCORPORATION BY REFERENCE OF NEW WORLD’S RESPONSE TO CUSTOMER’S RFP SOFTWARE SPECIFICATIONS**
- Exhibit L..... INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**
- Exhibit M STATEMENT OF WORK**
- Appendix 1 AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. 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. Wein Weber, President Date
05-19-11

CITY OF OXNARD, CALIFORNIA

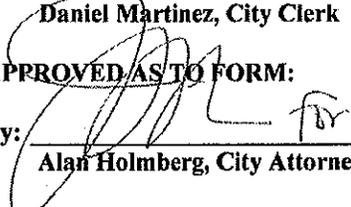
(Customer)

By: _____
Dr. Thomas E. Holden, Mayor Date

ATTEST:

By: _____
Daniel Martinez, City Clerk Date

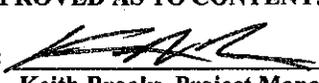
APPROVED AS TO FORM:

By:  for 6.7.11
Alan Holmberg, City Attorney Date

APPROVED AS TO INSURANCE:

By:  6/14/11
James Cameron, Risk Manager Date

APPROVED AS TO CONTENT:

By:  6/2/2011
Keith Brooks, Project Manager Date

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 Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **"Computer"**:
The MSP Server(s) to be located at:
*City of Oxnard Police Department
251 South C Street
Oxnard, CA 93030*
Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. **"Confidential Information"**:
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence. Confidential Information does not include any information which the **Customer** is obligated by law to disclose to the public, including information required to be disclosed by the California Public Records Act.
5. **"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.
6. **"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 the software is available after the Effective Date.
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 \$160/hour. The hourly rate is protected for 12 months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate.
9. **"Installation of Licensed Standard Software"**:
Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, 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 Standard 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 on Exhibit A.
15. **"SSMA"**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
16. **"Travel Expenses"**:
All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including airfare, rental car, lodging, mileage, and daily per diem expenses.
17. **"Travel Time"**:
Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per each trip relating to this project.
18. **"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**.

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II. GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - (i) Program libraries, either source or object code;
 - (ii) Operating control language;
 - (iii) Test data, 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.

2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. 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 Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY

PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

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

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software. The **Customer** will procure the hardware based on the specifications provided by **New World**. **New World** will be responsible for certifying that all hardware is installed based on **New World** specifications.

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** replaces the customer liaison, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to **New World's** requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

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

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

7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect.

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SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, 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.

- 7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 *NON-RECRUITMENT OF PERSONNEL*

- 8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
- 9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
 - (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
 - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
 - (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
 - (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
- 9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

New World's entire liability and **Customer's** exclusive remedies are set forth below:

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set

forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

- 10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed up to two (2) times the Exhibit A Licensed Standard Software fees paid to **New World**.
- 10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in Section II, subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
- 14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
- 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
- 14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 *TERMINATION*

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **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, then **New World** may at its option terminate this **Agreement** with written notice as follows:
 - (i) The termination notice shall define the reason for termination;
 - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (iii) 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;
 - (iv) 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**.
- 15.5 Nothing in this paragraph on termination is intended to imply that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 *INDEMNIFICATION*

- 16.1 **New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from

any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

- 16.2 **New World** agrees to provide a limited indemnification for the acts of its employees, but not indemnification for its Licensed Products, except as the Licensed Products are indemnified under the provisions of Paragraph 16.0.

New World assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and **New World's** agents, subcontractors, servants and employees, including losses, expenses or damages sustained by the **Customer** and losses, expenses or damages to **New World** or **New World's** subcontractor's vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **Customer**, individually or collectively, and the officers, agents, servants and employees of the **Customer**, from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of, or caused by the sole negligence of the **Customer**, individually or collectively, or the officers, agents or employees of said **Customer**.

17.0 NOTICES

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.
- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

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

18.0 GENERAL

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of Michigan 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 two (2) 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.

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	\$869,475
1. Licensed Standard Software	\$1,449,125
2. Less Demonstration Site Discount	(579,650)
B. IMPLEMENTATION SERVICES	945,940
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. PRIME CONTRACTOR SERVICES as further described in Exhibit B	
3. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
4. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
5. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
6. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
7. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
C. THIRD PARTY PRODUCTS AND SERVICES	2,047,288
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix I	
D. PERFORMANCE BOND AND OTHER COSTS	61,000
ONE TIME PROJECT COST:	3,923,703
LESS BAFO DISCOUNT:	(200,000)
PLUS ESTIMATED TAXES AT 8.75%*:	<u>174,763</u>
ONE TIME PROJECT COST WITH TAX:	<u>\$3,898,466</u>

**New World has included an estimated sales tax on the proposed third party software and hardware components based on a rate of 8.75%. Customer is responsible for paying actual sales, gross receipts or similar taxes imposed by their taxing authorities on the taxable items provided during the course of completing the contract.*

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

- E. TRAVEL EXPENSES – billed as incurred \$94,500

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

- G. NETWORK AND INFRASTRUCTURE QUALITY ASSURANCE – the services are further detailed in Exhibit C.

PRICING ASSUMES CONTRACT EXECUTION BY JUNE 30, 2011.

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	\$869,475
1. Amount invoiced upon Effective Date (50%)	\$434,738
2. Amount invoiced upon delivery of each Licensed Standard Software (50%)	434,737
B. IMPLEMENTATION AND THIRD PARTY PRODUCTS AND SERVICES	745,940
1. Amount invoiced upon the Effective Date	\$149,188
2. Amount invoiced upon completion of SOW Step 4 – Complete and Approve Project Plan	149,188
3. Amount invoiced upon completion of SOW Step 5 – Technical System Setup	149,188
4. Amount invoiced upon completion of SOW Step 6B – Conduct Master Files Workshops	149,188
5. Amount invoiced upon completion of SOW Step 12 – Conduct Go-Live	149,188
C. THIRD PARTY PRODUCTS AND SERVICES	2,047,288
1. Amount invoiced upon the Effective Date (50%)	\$1,023,644
2. Amount invoiced upon Delivery of Third Party Products and Services (50%)	1,023,644
D. PERFORMANCE BOND AND OTHER COSTS	61,000
1. Performance Bond – invoiced upon Effective Date	\$58,000
2. Escrow One-time set-up fee – invoiced upon Effective Date	3,000
	ONE TIME PAYMENTS: \$3,723,703
	PLUS ESTIMATED TAXES AT 8.75%: 174,763
	ONE TIME PROJECT COST WITH TAX: <u>\$3,898,466</u>

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

E. TRAVEL EXPENSES \$94,500*
(These expenses are billed as incurred)

1. 63 trips are anticipated.
2. Travel Time for the 63 trips is not included in this estimate and will be billed as incurred.
3. Travel costs not to exceed \$94,500 without **Customer's** prior written approval.

*Estimate

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

G. NETWORK AND INFRASTRUCTURE QUALITY ASSURANCE – the services are further detailed in Exhibit C.

H. 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 \$216,000

- 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

- Briefing Notes (includes BOLOs) 17,000
- CAD Mapping 17,000
- CAD Auto Routing 17,000
- CAD AVL 17,000
- Service Vehicle Rotation (Wrecker, Ambulance) 17,000

3. Aegis/MSP Third Party CAD Interface Software ⁵

- CAD Pager Interface 18,000
- E-911 Interface ⁶ 17,000
- Priority Dispatch ProQA for EMD Interface 18,000
(supports available release)

SUB-TOTAL CAD MODULES

354,000

LAW ENFORCEMENT RECORDS

4. Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records	144,000
- Accidents	
- Arrest	
- Business Registry	
- Case Processing	
- Computer Aided Investigations	
- Federal Reports (UCR/IBR)	
- GIS/Geo-File Verification	
- Impounded Vehicles	
- Incident Tracking	
- Jacket Processing	
- Personnel/Education	
- Property	
- Traffic Tickets and Citations	
- Wants and Warrants	
5. Aegis/MSP Federal and State Compliance Reporting for LE Records	30,000
- Federal UCR/IBR	
6. Additional Aegis/MSP Software for Law Enforcement Records	
- Activity Reporting and Scheduling	15,000
- Alarm Tracking and Billing	21,000
- Bookings	21,000
- Career Criminal Registry (parolee, sex offender)	15,000
- Case Management	15,000
- Equipment Tracking	21,000
- Field Investigations	15,000
- Gang Tracking	21,000
- Narcotics Management	21,000
- Orders of Protection	21,000
- Pawn Shops	15,000
- Property Room Bar Coding ⁵	15,000
7. Aegis/MSP Third Party LE Records Interface Software⁵	
- Livescan Interface	18,000
<i>Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent</i>	

SUB-TOTAL RECORDS MODULES 408,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ADDITIONAL PUBLIC SAFETY SOFTWARE

- 11. Aegis/MSP Public Safety State/NCIC Interface Software ⁷**
- Aegis/MSP State/NCIC Interface 33,000
- Includes 12 - 15 screens*
- On-Line Modules - Includes 4 state inquiry screens
- On-Line CAD Interface to State/NCIC 22,000
 - On-Line Global Subjects Interface to State/NCIC 22,000
 - On-Line Pawn Shop Check Interface to State/NCIC 22,000
 - On-Line Property Checks Interface to State/NCIC 22,000
- 12. Aegis/MSP Data Analysis/Crime Mapping/Management Reporting**
- Base with Two Applications (CAD and LE Records) 46,000
- 13. Aegis/MSP Imaging Software**
- Public Safety Lineups/Mug Shots ⁸ 50,000
 - Digital Imaging/Electronic Signature Capture ⁹
 - Wanted Posters 13,000

**SUB-TOTAL ADDITIONAL PUBLIC SAFETY SOFTWARE
MODULES 230,000**

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000 ¹⁰

- 14. Base Message Switch to State/NCIC (101-150 units) 70,000**
- Base Message Switch for MDT/MCT
 - State/NCIC Interface
- 15. Additional Aegis® Software for RS/6000 Message Switch**
- New World CAD Interface for Aegis MSP (101-150 units) 16,000
 - Mobile Upload Software (101-150 units) ¹¹ 45,000
 - AVL Interface (101-150 units) ¹² 16,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

MOBILE SOFTWARE ON THE MSP Server

16. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (101-150 units)	13,000
- AVL CAD Interface (101-150 units) ¹²	16,000

MOBILE MANAGEMENT SERVER

17. Aegis/MSP Mobile Management Server Software (101-150 units)

- Base CAD/NCIC/Messaging	N/C
- Field Reporting	16,000
- Field Reporting Data Merge	4,500

CLIENT SOFTWARE

18. Aegis® Law Enforcement Mobile Unit Software (100 Units)

Mobile Messaging

LE State/NCIC via Switch ⁷	\$500 ea.	\$50,000
LE CAD via Switch	\$750 ea.	75,000
Drivers License Mag Strip Reader/Barcode Reader Interface ¹³	\$200 ea.	20,000
New World AVL	\$300 ea.	30,000

Field-Based Reporting (100 Units)

LE Field Reporting (Federal Standards)	\$1,000 ea.	100,000
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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.	20,000
LE Accident Field Reporting	\$1,000 ea.	100,000

The following New World Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance	\$300 ea.	30,000
Mobile Upload of Field Reports	\$600 ea.	60,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

19. Aegis® Fire Mobile Unit Software (25 Units)

Fire CAD via Switch	\$750	ea.	18,750	
In-Car Mapping	\$400	ea.	10,000	
New World AVL	\$300	ea.	7,500	
	Subtotal	\$6,300	ea.	521,250
	Less Laptop Software Volume Discount of 50%			<u>-260,625</u>
	TOTAL LAPTOP SOFTWARE			260,625

SUB-TOTAL MOBILE MODULES 457,125

20. Site License for 250 Workstations Included

NEW WORLD STANDARD SOFTWARE LICENSE FEE 1,449,125

LESS DEMONSTRATION SITE DISCOUNT (579,650)

TOTAL SOFTWARE LICENSE FEE ^{14,15} \$869,475

Note: Other than for Mobile Software, a Site License of up to 250 users is included for the Exhibit A Licensed Standard Software. The Site License includes the following agencies as authorized users:

- Oxnard Police Department

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 **NETWORK BANDWIDTH REQUIREMENTS**
Local Area Network:
A 1Gbps network backbone is recommended for host server connectivity and 100Mbps is recommended for client connectivity on a local area network.
Wide Area Network:
Based on the proposed system architecture, New World recommends a 10Mbps or better dedicated connection between the primary and backup sites to accommodate data replication and remote user access to the Aegis production environment. Connections of less than 10Mbps may result in degraded system performance and/or replication delays due to network latency.
Mobile Computing:
New World recommends commercial 3G wireless for the Aegis Mobile computing application. A 3Mbps or better dedicated host circuit is recommended to support the total number of simultaneous Police and Fire Mobile units (estimated at 115 units).
- 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 *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11 and Electrocom Mobile Communication solutions only.*
- ¹¹ *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. New World will provide Customer with standard text and mobile message size and will assist Customer with the interaction with the mobile network vendor.*
- ¹² *Requires 3rd party GPS hardware.*
- ¹³ *Customer must provide magnetic stripe encoding format. Also, pricing does not include required 3rd party equipment or 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.*

CONFIDENTIAL

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 for up to one (1) year from the date of execution of this Agreement.

OPTIONAL SOFTWARE MODULES

- | | |
|---|----------|
| 1. Additional Aegis/MSP Software for Law Enforcement Records | |
| - Civil Paper Tracking and Receipting | \$21,000 |
| 2. Aegis/MSP Imaging Software | |
| - Wanted Posters | 13,000 |

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

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 Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to 1,200 hours of New World implementation and training support services have been allocated for this project. Excess hours requested 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. Customer agrees to reimburse New World for support trips canceled by Customer less than five (5) days before the scheduled start date to cover New World's out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software;
- b) Customer training and/or assistance in testing for each package of Licensed Standard Software; and
- c) tailoring of Licensed Standard Software by New World technical staff and/or consultation with New World technical staff.

The project management, implementation and training support services 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) Software System Testing
- b) Operating System Assurance (High Availability Environment)
- c) Network Analysis
- d) CAD Pager Interface
- e) 911 Interface
- f) ProQA for EMD Interface
- g) State/NCIC
- h) On-Line CAD Interface to State/NCIC
- i) On-Line Global Subjects Interface to State/NCIC
- j) On-Line Pawn Shop Check Interface to State/NCIC
- k) On-Line Property Checks Interface to State/NCIC
- l) New World Mug Shots/Imaging
- m) Livescan Interface
- n) Geo-File Implementation
- o) Message Switch Operating System Assurance (qty 2)
- p) Fire Records Interface (Includes ETI RMS Interface)

New World's GIS implementation services are to assist and train **Customer** in preparing their GIS mapping data for use with the Licensed Standard Software. **Customer** must provide an accurate GIS street centerline layer in an industry standard file format (ESRI Shape Files). **Customer** 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. Message Switch Operating System Assurance Service

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

- a) **Message Switch Operating System Assurance Services:**
Operating System Assurance and Software Installation Services:
- Unpack and assemble hardware
 - Verify core hardware functionality (network/video/storage devices/usb)
 - Install and update AIX Operating System
 - Install and update applicable system manual pages
 - Set AIX environment variables
 - Build system user-ids and applicable authorizations
 - Install and stage message handler and compilers
 - Verify and allocate disk space
 - Mirror hard drives and boot sequencing
 - Install customer-specific communication processes
 - Compile **New World** Message Switch programs
 - Install base Message Switch data tables
 - Install automated process restart script
 - Install full system backup processes
 - Install system support scripts
 - Install state specific programs and scripts
 - Install state specific data tables
 - Assure Message Switch operation
 - Disassemble, package, and ship to customer

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

7. Additional Services Available

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

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

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

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 five (5) 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 Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.
- f) Emergency 24-hour per day telephone support, for all *Aegis* modules, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* phone support will be provided via pager and a **New World** support representative will respond to service calls within 30 minutes of call initiation.
- g) Includes integration of the 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, or for prior releases of **New World's** software, 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 of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

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

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

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Servers

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

Annual Maintenance Cost

	Standard SSMA	7x24 Uplift	Total
Year 1	No charge	No charge	No charge
Year 2	\$263,000	\$43,805	\$306,805
Year 3	\$263,000	\$43,805	\$306,805
Year 4	\$263,000	\$43,805	\$306,805
Year 5	\$263,000	\$43,805	\$306,805

8. Network and Infrastructure Quality Assurance

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.

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 Oxnard
Customer Name

Located At: **251 South C Street**
Oxnard, CA 93030

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

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

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement** with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at the remedy of injunction.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

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

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation. The **Customer** will have the right to reject the request for site demonstrations.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

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

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. **Customer** may elect to cancel or proceed with the conversion effort based on the revised estimate, if it exceeds the scope of the files in this Exhibit.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
2. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip will be part of delivering the conversion programs to **Customer**.
4. **New World** will provide **Customer** up to 2 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

Customer Responsibilities

1. Up to 3 discrete data file/modules from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Data will be submitted to **New World** in one or more of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel spreadsheet, or an ASCII-format delimited text file. Data may be delivered using any common media or data-delivery format such as 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 and signoff on both the conversion design document, and on the final conversions after appropriate review.

Files to be converted:

Master Files (From a single data source)

- *Master Name (Jackets)*

CAD/POLICE RMS (From a single data source)

- *Arrests*
- *PRC CAD Premise History*

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

1. Definition of Project

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

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

Capabilities included in the initial scope:

- a) Custom Software/Interfaces
 - With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
 - (1) Telestaff Interface:
New World will provide a one-way interface that will import unit information, personnel information, and the primary officer on a unit. The interface will feed CAD to show units on duty with the personnel assigned to those units.
 - (2) NCIS Linx Interface:
New World will provide a one way interface to the LINX data warehouse for the arrest, case, and warrant modules. This interface will provide the core information from these modules and the associated information in those modules. The interface will be based on one of the LEXS PD 3.X formats.
 - (3) First-In Fire Station Alerting Interface
New World will provide a one-way interface from CAD to Westnet First-In Station Alerting per the Westnet API documentation.
 - (4) Ventura County Fire's Tritech CAD Interface (two-way)
New World will provide a CAD to CAD interface between TriTech CAD and New World CAD to allow for call information transfer.
 - (5) VCIJIS/District Attorney Interface
New World will provide an interface to Ventura County's Integrated Justice Information System to provide export of LERMS case information.
 - (6) ETI Fire Interface
New World will provide a one-way interface to ETI FRMS that will export CAD call for service information in XML format.
 - (7) Interface to TriTech AVL
New World will provide a one-way interface via the message switch which will read incoming AVL transactions and pass them to CAD for plotting on the CAD map.

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

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

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

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - 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.

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

Name	Request/Interface
Short Description of Interface or Custom Modification	New World will provide a one-way interface that will import unit information, personnel information, and the primary officer on a unit. The interface will feed CAD to show units on duty with the personnel assigned to those units.
Data Source	Telestaff via the Gateway Manager Interface Engine
Target	NWS CAD
Interface Direction	One Way Import
NWS Interface	Custom Interface – not on price list
External System Interface	Telestaff – thru Gateway Manager Interface Engine
Detailed Description	Telestaff is a personnel scheduling software that contains roster information. The interface with PDSI Telestaff is thru the Gateway Manager Interface Engine and will pull roster data to show units on duty in CAD with the personnel assigned to those units. It will also show the principal or primary officer.
Protocol/Transport	Per API
Data Formats	Per API specifications
3rd Party Requirements	This interface uses the Telestaff Gateway Manager Interface Engine from PDSI. This module must be in place for the interface to work.
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

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

ID	DESCRIPTION
Short Description of Interface or Custom Modification	New World will provide a one way interface to the LINX data warehouse for the arrest, case, and warrant modules. This interface will provide the core information from these modules and the associated information in those modules. The interface will be based on one of the LEXS PD 3.X formats.
Data Source	New World LERMS
Target	LINX
Interface Direction	One Way Export
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	The LinX data warehouse is an extensive criminal reporting repository based on N-NDEX LEXS PD format. Within that format there are several versions. Customer must agree to which of the formats the interface will be built to and LINX will be responsible for compatibility. This interface will export arrest, case, and warrant information to include the global subject and the associated demographics and mug shot. While LINX can accept additional data, the intent of this interface is to provide the highest value data to the repository while keeping a reasonable scope of project. This interface is limited to the ongoing data export, not an initial load of the LINX system with historical data. In addition, LINX has a requirement for the creation of zero export files with only a header if data selection does not yield results, New World will not make this change, and the interface will simply send nothing. Lastly, LINX offers a secure FTP client; New World will use either a secure web service or will create a secure FTP connection as part of the interface rather than utilizing an external program for FTP.
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 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	New World is not creating a “portable” interface as defined by LINX. Rather this interface will be dependent on the application suite and may require configuration and installation support to work at other New World customers.

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

Name	Installation/Support/Version/Interface
Short Description of Interface or Custom Modification	New World will provide a one-way interface from CAD to Westnet First-In Station Alerting per the Westnet API documentation.
Data Source	New World CAD
Target	Westnet First-In Station Alerting
Interface Direction	One-way export
NWS Interface	Custom Interface – Not on price list
External System Interface	Westnet First-In Station Alerting (Ethernet)
Detailed Description	New World will provide an interface from CAD to the First-In Station Alerting system. Per the Westnet API documentation, CAD will provide the proper messages to perform station alerting and notification.
Protocol/Transport	Ethernet
Data Formats	ASCII
3rd Party Requirements	Westnet will need to provide a technical contact, preferably a technician familiar with the Oxnard installation to provide consultation if 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

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

Name	DESCRIPTION/AMENDMENT
Short Description of Interface or Custom Modification	New World will provide a CAD to CAD interface between TriTech CAD and New World CAD to allow for call information transfer.
Data Source	New World/TriTech
Target	TriTech/New World
Interface Direction	Two Way
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	<p>New World has an existing CAD to CAD interface that uses an industry standard data schema. This interface provides for CAD call transfer between CAD systems and supports call updates and narrative. New World will provide the data schema to TriTech.</p> <p>New World's CAD to CAD interface is based on a subset of the TriTech CAD Interoperability Guide (CIG).</p>
Protocol/Transport	Per CIG
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

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

Name	Interface to VCIJIS
Short Description of Interface or Custom Modification	New World will provide an interface to Ventura County's Integrated Justice Information System to provide export of LERMS case information.
Data Source	New World LERMS Cases
Target	VCIJIS
Interface Direction	One Way Export
NWS Interface	Custom Interface – not previously developed
External System Interface	VCIJIS
Detailed Description	New World will provide an export of case information in XML format based on either a user action or the value of a case field (e.g. case status=turned over to DA). The interface will export XML via web service or will export XML to a shared network location for import by VCIJIS.
Protocol/Transport	LAN based file export
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	120 hours
Solution Consulting Comments	

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

Name	New World Systems CAD to ETI FRMS
Short Description of Interface or Custom Modification	New World will provide a one-way interface to ETI FRMS that will export CAD call for service information in XML format.
Data Source	New World Systems
Target	ETI FRMS
Interface Direction	One Way Export
NWS Interface	Uses New World Standard FRMS export (Firehouse, Alpine, etc) or FireIncident to XML export (Highplains, Lancet)
External System Interface	N/A
Detailed Description	<p>New World will export the call for service information in XML format to a shared network location or UNC path. ETI will import this information to start a fire report in their system. This interface will be installed using one of the existing New World CAD to Fire exports based on ETI's preference.</p> <p>The interface will export the call for service information, fire units and times, and narratives to the fire records system.</p>
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	Included in Fire Records interface installation costs (exhibit B)
Solution Consulting Comments	New World is providing standard installation support to ensure the interface is installed and running properly. New World will also provide technical consultation with ETI on the interface and export formats.

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

Name	Requestor/Request ID
Short Description of Interface or Custom Modification	New World will provide a one-way interface via the message switch which will read incoming AVL transactions and pass them to CAD for plotting on the CAD map.
Data Source	TriTech CAD
Target	New World Systems Message Switch – New World Systems CAD
Interface Direction	One Way Import
NWS Interface	Custom Interface – not previously developed
External System Interface	Tri-tech CAD message
Detailed Description	New World will provide an interface via the message switch that will read an incoming CAD AVL message from the TriTech CAD system and plot it on the CAD map. This interface will require that the AVL message be provided over a UDP protocol to the New World message switch.
Protocol/Transport	UDP
Data Formats	Non-binary, text based
3rd Party Requirements	TriTech CAD will need to provide an AVL message to the New World message switch using UDP protocol. The message must have a unique identifier that we can tie to a unique CAD unit ID, and the appropriate components of an industry standard CAD AVL unit be provided in a readable format.
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification (Requirements Document) • 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, message format 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	

EXHIBIT H
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 Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

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

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

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

EXHIBIT I
CHANGE MANAGEMENT REVIEW AND PLANNING PROJECT

1. Scope and Purpose

The desired outcome of this process will be a final Change Management Recommendations Document (CMRD) that will allow the **Customer** to adapt existing internal processes to make better utilization of the new software solution. The approach to Change Management is very objective based. **New World** will work closely with the **Customer** and their management team to make specific recommendations. Working together, the **New World** project manager, assigned application consultants, **Customer's** project manager and **Customer's** designated application owners will complete the Change Management process. The applications to be reviewed are:

- a) Computer Aided Dispatch
- b) Law Enforcement Records

2. Project Deliverables

As part of completing the Change Management Review and Planning Process, the following items will be considered deliverable items:

- a) Draft Change Management Recommendations Document (CMRD)
- b) Updated Summary Level Implementation Plan
- c) Final CMRD delivered and presented

3. General Change Management Review and Planning Process Timeline

- a) Execution of Agreement Day 1
- b) Internal reviews completed Day 35
- c) Delivery and presentation of CMRD Day 50
- d) Customer review and documentation of requested changes to CMRD Day 50 to Day 75
- e) **New World** delivery and presentation of final CMRD..... Day 90
- f) Project implementation and training begins Day 120

Exhibit I / CHANGE MANAGEMENT REVIEW AND PLANNING PROJECT

4. New World's Responsibilities

Using a consulting staff of two to three team members including the **New World** project manager, **New World** will perform the following:

- a) Process Initiation: Conduct application interviews and site reviews with **Customer's** managers and end users, including senior level management. All applicable sites will be visited.
- b) Application Area Reviews: Observe existing computer systems and related manual procedures, including collection of existing documentation.
- c) Process Reviews: Review existing **Customer** documentation to gain a more thorough understanding of the client's operations. Documents to be reviewed would include the following:
 - (1) Strategic Plans and Mission Statements
 - (2) Operating Policies and Procedures
 - (3) Process/Functional descriptions, any handbooks or procedural manuals
 - (4) Workflow documentation and flowcharts
 - (5) Employee job descriptions
 - (6) State and Local Requirements documents relative to the project
 - (7) Network diagrams and network topology
 - (8) Technology plans and procedures
 - (9) Organizational charts
 - (10) Current operating budget detail, purchasing plans for any related technology, etc.
- d) Software Reviews: Conduct software reviews/demonstrations of the proposed software with senior managers and key users.
- e) Implementation Rollout Planning: Confirm order/timeline for implementation of applications.
- f) Training Change Planning: Review training requirements with **Customer's** managers and/or end users.
- g) Implementation Plan Impact: Prepare an updated summary level implementation plan.
- h) CMRD Development: Prepare a list of process changes and recommendations (Change Management Recommendations Document or CMRD) that would be beneficial when implemented in conjunction with the **New World** software solution. These recommendations will typically be both short-term and long-term recommendations. The short-term recommendations would be those process improvements that **New World** suggests should, or could, be implemented during the initial software rollout. The more long-term recommendations may involve more complex hardware, or personnel deployment decisions and will be considered for future implementation. Delivery of the CMRD is targeted for forty-five days from the start of the Change Management Review and Planning Process.
- i) CMRD Review: Review CMRD with **Customer's** management team.
- j) Final Publication and CMRD Presentation: Make any requested adjustments to the CMRD and present to **Customer's** management team as requested.

EXHIBIT I / Change Management Review and Planning Project

5. Customer's Responsibility

Customer will perform the following:

- a) Identify a project manager and individual application change managers to work with **New World** during the Change Management Review and Planning Process.
- b) Consult with **New World** and prepare a mutually agreeable schedule to include participation and attendance by key **Customer** staff members at meetings, site reviews, and demonstrations.
- c) Respond promptly to all document requests submitted by **New World** and/or requests for information and clarification of existing **Customer** methods, policy, or procedures.
- d) Following receipt from **New World** of the CMRD specified above, **Customer** shall have a period of twenty-five (25) days to review the documents. Once the review is completed, **Customer** may either:
 - (1) issue a written Order to Proceed with the project utilizing the recommended changes,
 - (2) instruct **New World** as to any deficiencies or clarifications that **Customer** would like to have **New World** address in the CMRD, or
 - (3) reject the recommendations of the CMRD and move forward with a Standard Implementation of the **New World** Solution.

6. Completion Criteria

This task will be considered complete when the Change Management Review and Planning Process has been conducted and the CMRD has been completed and delivered to **Customer's** project manager or at the end of the 120 days whichever occurs first. **Customer** and **New World** agree that it is mutually beneficial to both parties to work quickly during this phase of the implementation process. The standard implementation process will begin at the end of the 120 day Change Management Review and Planning Process.

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

EXHIBIT J
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 Software Enhancement

As scheduled in the Implementation Plan and using New World's Exhibit B services, three 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 & Final Acceptance 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 at the then current hourly rates, Functional Testing shall be demonstrated to Customer by New World.

If Customer has not licensed the software on to meet an RFP requirement, then that specification shall not apply in any acceptance test

Exhibit J / 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 J 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 will 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. CAD, RMS, Mobile)

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

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. Final Acceptance shall not be withheld due to minor or moderate errors.

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

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail 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.

With respect to legal terms and conditions, if the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

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

EXHIBIT L
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

CONFIDENTIAL

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	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.
-----------------	---

CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
------	----------	---

INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	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 checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE
---	--

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____
 Policy No.: _____
 Policy Period: (from) _____ (to) _____
 LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Telephone: _____

NAMED INSURED _____

Deductible Self-Insured
 Retention (check which) of \$ _____
 with an Aggregate of \$ _____
 Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered.

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS _____

GENERAL LIABILITY

- COMMERCIAL GENERAL LIABILITY
- COMPREHENSIVE GENERAL LIABILITY
- OWNERS & CONTRACTORS PROTECTIVE

- Claims Made
- Retroactive Date _____
- Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE _____ AGGREGATE _____

- GENERAL
- PRODUCTS/COMPLETED OPERATIONS
- PERSONAL & ADVERTISING INJURY
- FIRE DAMAGE
- _____
- _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

- Broker/Agent
- Underwriter
- _____

I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER

Telephone: _____

POLICY INFORMATION:
Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

NAMED INSURED

Deductible Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. Per Occurrence Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE
 COMMERCIAL AUTO POLICY
 BUSINESS AUTO POLICY
 OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
 Broker/Agent Underwriter _____

I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

EXHIBIT M
STATEMENT OF WORK

Placeholder for Statement of Work.



New World Systems[®]

The Public Sector Software Company

City of Oxnard, California

Statement of Work Exhibit M

Prepared by:
New World Systems

888 West Big Beaver Road, Suite 600
Troy, Michigan 48084
Phone: (248) 269-1000
www.newworldsystems.com

January 6, 2011

Abstract

This Statement of Work (SOW) defines the principal activities and responsibilities of the **Customer** and **New World**. Further, it lists critical tasks necessary for a successful implementation.

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Exhibit M: Statement of Work

STATEMENT OF WORK OVERVIEW

The Statement of Work is correlated to the standard Project Implementation Methodology that New World will follow on this project. It will proceed according to the following phases:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning
2. **Planning** – Create and approve the Project Plan
3. **Construction** – Execute the Project Plan to build, configure and review the system to verify system readiness
4. **Transition** – Train users, perform data conversion, execute go-live and complete post-go-live activities
5. **Closing** – Review the project, approve closure, disengage project management and formally transfer Customer to account management team

Each phase consists of one or more steps. Each step includes:

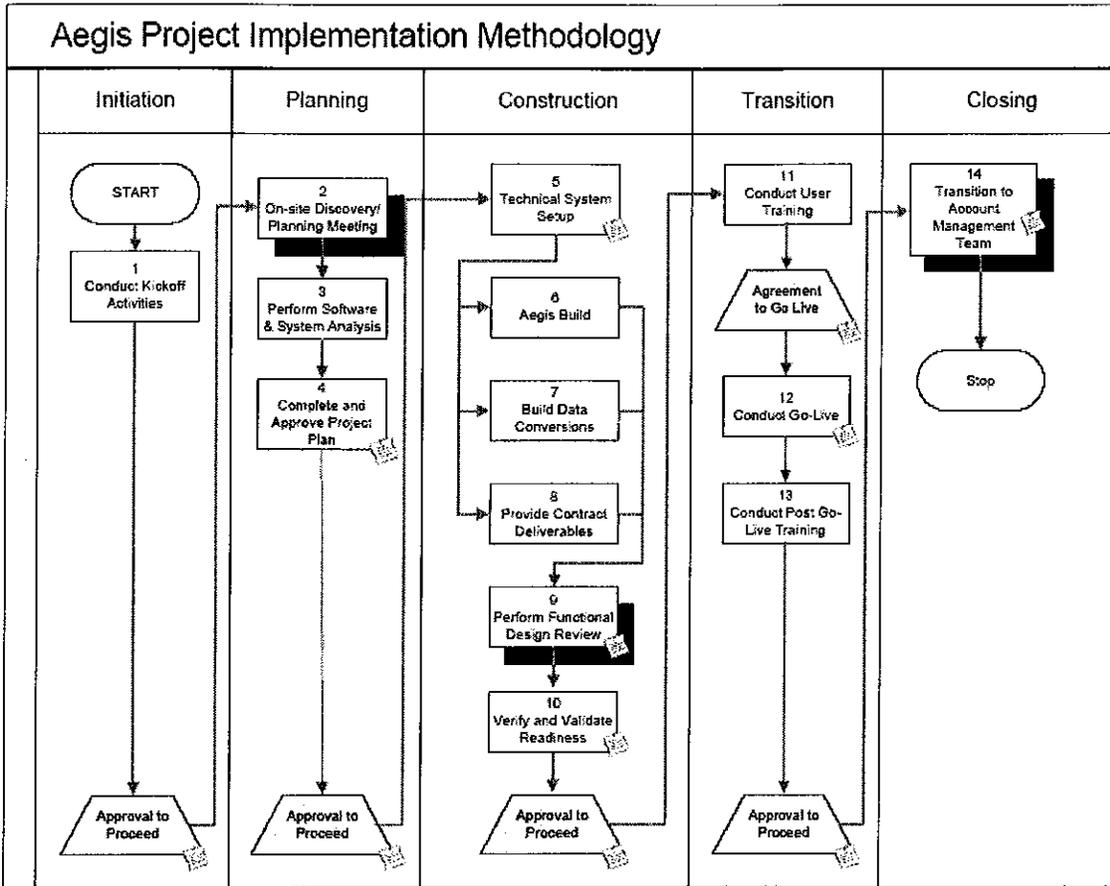
1. **New World Systems' responsibilities** – Activities New World Systems' staff is responsible to perform
2. **Customer's responsibilities** – Activities Customer's staff is responsible to perform
3. **Inputs (prerequisites)** – Items that must be completed prior to the start of the step and are used during the step
4. **Outputs (completion criteria)** – Items that must be completed during the step and are requirements in order to consider the step complete (Outputs are often the inputs of future steps and must be completed in order to keep the project on track.)

A diagram of the Aegis Project Methodology Overview is shown on the next page. Each step is described in detail in the sections following the overview diagram.



Exhibit M: Statement of Work

AEGIS PROJECT IMPLEMENTATION METHODOLOGY



LEGEND

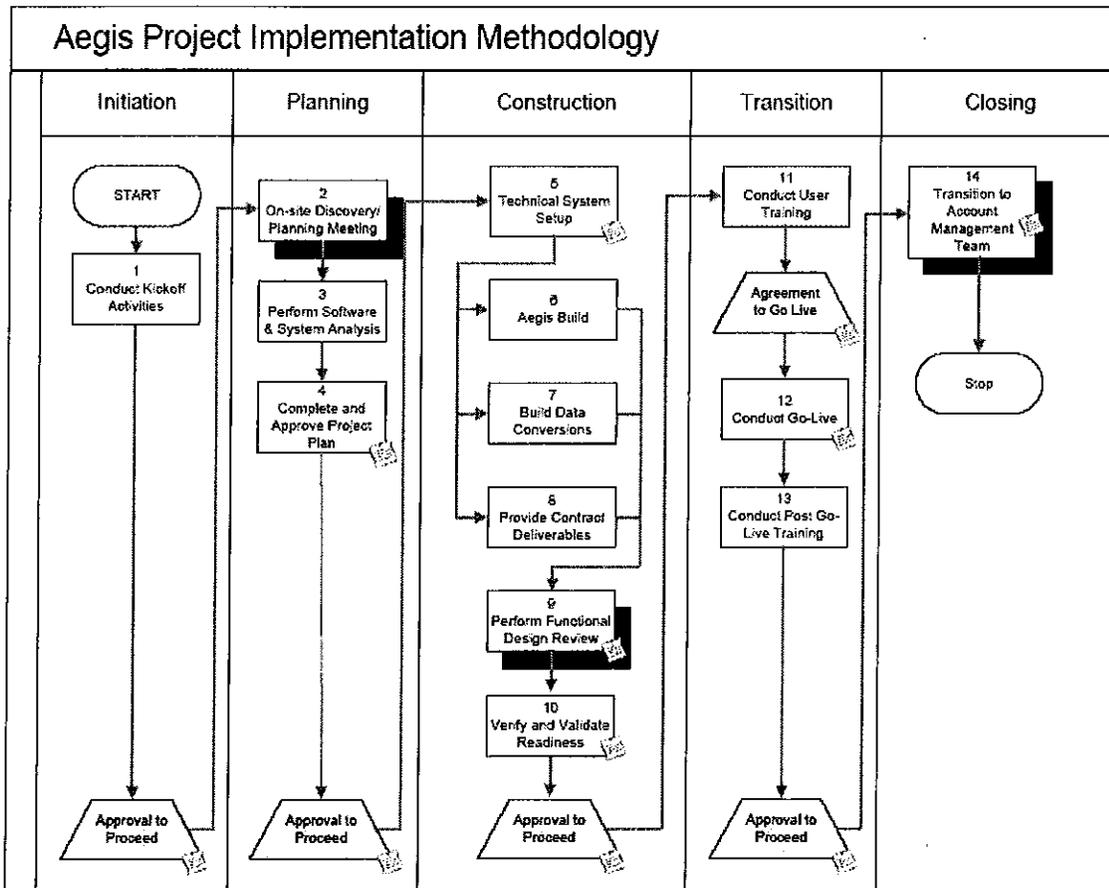
-  Task
-  Task Includes Customer Executive Review Meetings
-  NWS & Customer Senior Level Meeting resulting in a Go/No-Go Decision to move into next Phase
-  Requires Authorized Customer Signoff

Exhibit M: Statement of Work

PHASE: INITIATION

Purpose: Engage project management, establish initial communication channels and begin planning

Description of Phase: The initiation phase consists of 1 step. During this phase, New World Systems and Customer Project Managers are assigned, communication commences and plans are made for entering and executing the project's planning phase.



LEGEND

- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff



Exhibit M: Statement of Work

PHASE: Initiation

Step 1: Conduct Kickoff Activities

A. Conduct Initial Customer Phone Call

Overview: Within 1 week of Customer Agreement execution, a New World Systems' Professional Services Manager will telephone the Customer for an introductory phone call. The following will be discussed during the call:

1. Welcome to New World Systems and extend a thank you for their partnership
2. Overview of professional services and organizational structure
3. Discuss initial on-site meeting (Step 2) and project timelines
4. Question and answers

New World Systems' responsibilities: The Professional Services Manager is responsible for this task. In preparation for this call, the following will take place:

1. Review Turnover Document (internal document) for Customer contact information and general overview of the project
2. Call Customer and schedule meeting
3. Contact Customer by phone at the agreed upon date and time
4. Notify New Account Sales or Customer Care Manager initial contact with the Customer has occurred
5. Send a follow-up email to the Customer re-capping highlights of the meeting

Customer's responsibilities: None

Inputs (prerequisites):

1. Program Management Office (PMO) creates all project folders on PMO Portal
2. Turnover Document created within 48 hours of contract signing. The Professional Services Manager posts the Turnover Document to project folder on PMO Portal.

Outputs (completion criteria):

1. Phone call with Customer
2. Follow-up email to Customer
 - a. C.C. New Account Sales or Customer Care Manager
3. Update status of project on PMO Portal

B. Account Management Introduction Meeting



Exhibit M: Statement of Work

Overview: During this step, the assigned New World System's Senior Account Leadership will coordinate an account management meeting with key customers associated with project planning, development, and implementation. Key customers include:

1. Senior Manager Assigned to Meet or
2. General Manager Professional Services
3. New Account Sales or Customer Care Account Manager
4. Customer Senior Management – Chief/Sheriff
5. Customer Senior Project Leader

New World Systems' and Customer Responsibilities: Individual responsibilities are described below:

Senior Account Leader:

1. Establish Framework for Account Management, Roles, and Responsibilities of New World Systems and Customer
2. Review Customer Agreement
 - a. Review Project Methodology Including Go/No Go Decisions for Each Phase and Sign-Off
3. Agree Periodic Review Time Schedule

Customer's Responsibilities: Agreement to Account Management framework and relationship approach.

Inputs (prerequisites):

1. Turnover Document (internal document)
2. Agreement
3. Meeting agenda
4. Customer Agreement Assessment Report (internal use only)

Outputs (completion criteria):

1. Establish Framework for Account Management, Roles, and Responsibilities of New World Systems and Customer
2. Review Customer Agreement
 - a. Review Project Methodology Including Go/No Go Decisions for Each Phase and Sign-Off
3. Agree Periodic Review Time Schedule

C. Perform Internal Turnover

Overview: During this step, the assigned New World System's Project Manager will coordinate an internal turnover meeting with key staff members associated with project planning, development, and implementation. Key staff members include:



Exhibit M: Statement of Work

6. New Account Sales/Customer Care Manager
7. Solution Consulting Practice Manager(s)
8. Solution Consulting Administrative Assistant
9. System Assurance Manager
10. PMO/Release Manager
11. Project Manager
12. Professional Services Manager
13. Data Conversion Manager
14. Interface Manager
15. Customer Support Account Manager
16. Others as needed

New World Systems' responsibilities: Individual responsibilities are described below:

Program Management Office:

4. Review Customer Agreement
5. Create Customer Agreement Assessment Report (internal document)
6. Create initial Project Variance Report (internal document)

Project Manager:

1. Review the Customer Agreement and Customer Agreement Assessment Report
2. Review Turnover Document
3. Coordinate and schedule meeting
4. Create and distribute meeting agenda
5. Conduct meeting
6. Document follow-up items
7. Create Issues/Risk Tracking Log

Other New World Systems Employees:

1. Prior to the meeting, each attendee will review all project related information, i.e. Customer Agreement, internal documentation, meeting agenda, etc.
2. Attendees will prepare questions and observations requiring further discussion
3. Attend meeting and discuss agenda items
4. Document and follow up on any items requiring their attention

Customer's responsibilities: None

Inputs (prerequisites):

5. Turnover Document (internal document)
6. Agreement
7. Meeting agenda
8. Project Manager assigned



Exhibit M: Statement of Work

9. Customer Agreement Assessment Report (internal document)
10. Initial Project Variance Report (internal document)

Outputs (completion criteria):

1. Tracking system updated with entries for Customer\contract deliverables
2. First iteration of the Issues/Risk Tracking Log

D. Conduct Planning Preparation Meeting

Overview: During this step, the Project Manager will coordinate a meeting with the Customer. The objectives for this meeting are:

1. Introduction of New World Systems' Project Manager and executive management team
2. Set date for first on-site meeting (Step 2)
3. Describe key teams/groups and identify their roles and responsibilities during the project
4. Discuss expectations of Customer and New World Systems
 - a. Senior Customer Leadership will be required for Executive Project Reviews and signing Approval to Proceed documents
 - b. Project timeframes
5. Discuss Aegis Project Methodology Overview
6. Discuss site preparation
7. Discuss planning meeting agenda
8. Obtain topology diagram of Customer's network
9. Complete Approval to Proceed

New World Systems' responsibilities: The Project Manager is responsible for arranging and coordinating the meeting.

Customer's responsibilities: Attend meeting and be prepared to discuss agenda items. Supply updated topology diagram of the network.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Agenda

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Follow-up email (if conducted remotely via conference call)
3. Updated Project Plan with initial customer meeting activities defined
4. Supporting documentation
5. Defined Project Managers, Executive Manager and build team roles



Exhibit M: Statement of Work

6. Customer supplied topology diagram the network



PHASE: Initiation

Approval to Proceed

Overview: The Aegis Project Methodology consists of 14 distinct steps and a successful implementation requires the project team move through these steps in an orderly manner.

Approval to Proceed documents are checkpoints during the project implementation that confirm the Project Management team is in agreement that all steps of a phase are finished and the work completed will be a solid foundation for the next phase of the implementation. Signing Approval to Proceed documents allow the project team to begin work on the next phase of the implementation. Without all required signatures the team is unable to continue the implementation until all questions are addressed and all project team signatures are obtained.

Project team signatures required are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

New World Systems' responsibilities: Executive Manager and the Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document should be discussed with the Customer to insure that any questions have been addressed and exceptions are incorporated into the document.

Customer's responsibilities: Executive Manager and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

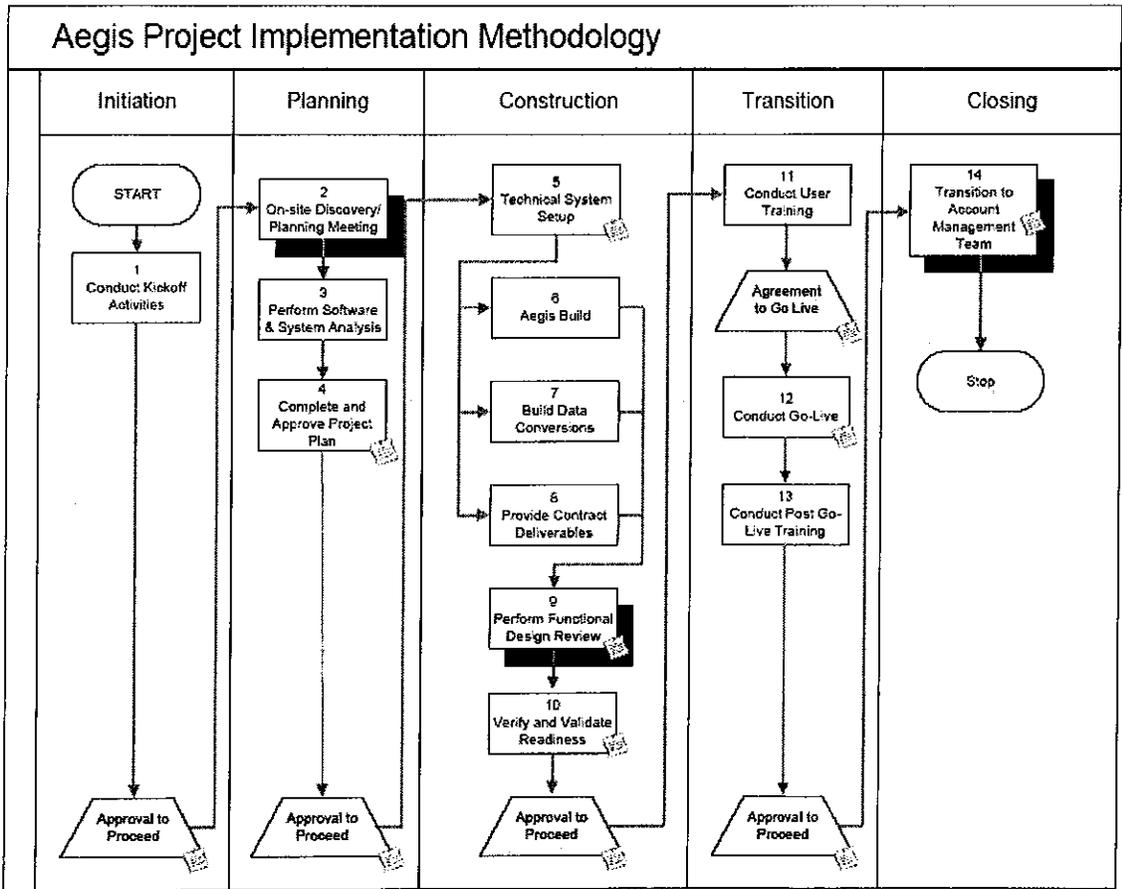


Exhibit M: Statement of Work

PHASE: PLANNING

Purpose: Create and approve the Project Plan

Description of Phase: The planning phase consists of 3 steps. During this phase, New World Systems and Customer Project Managers organize the project, establish project teams, conduct system analysis, confirm requirements, develop the Project Plan and obtain senior management approval.



LEGEND

- Task
- Task includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

Exhibit M: Statement of Work

PHASE: Planning

Step 2: On-Site Discovery/Planning Meeting

A. Conduct Discovery

Overview: The purpose of this step is to discover and review the Customer's business practices, environment and workflow to transition them into the new software-. During discovery, New World Systems will identify differences between the Customer's operational environment and Aegis application workflow to forecast changes that may be required when implementing CAD, LERMS, FRMS, CMS or Mobile.

New World Systems' responsibilities: The New World Systems Project Manager is responsible for the following:

1. Conduct various discovery meetings with Customer work groups
2. Document the Customer's work processes, workflow and outputs (including state reporting)
3. Update the Project Plan
4. Create Discovery/Project Management Plan

Customer's responsibilities: The Customer is responsible for the following:

1. Site preparation (conference rooms, audio visual equipment, etc.)
2. Meeting coordination with supervisors and subject matter experts to support all contracted modules and functions, including but not limited to:
 - a. Dispatch
 - b. Records
 - c. Detectives
 - d. Field Reporting
 - e. GIS Mapping
 - f. Conversions
3. Attend and participate in review of the Business Process Review

Inputs (prerequisites):

1. Pre-Trip Report
2. Discovery Project/Management Plan template (Software Analysis Document template)
3. Workflow and process information gathered from the Customer during discovery meetings
4. Customer Agreement
5. Turnover Document



Exhibit M: Statement of Work

Outputs (completion criteria):

1. First Draft of Discovery/Project Management Plan
2. Updated Project Plan
3. Post-Trip Report

B. Conduct Project Overview Meetings

Overview: During this event, New World Systems and the Customer will establish project methods and governance. Key events include:

1. Presentation of the overall implementation strategy to build team
2. Review of project scope (agreement) with Customer project management
3. Executive overview with executive management

New World Systems' responsibilities: The New World Systems' Project Manager is responsible for preparing and disseminating all materials for the overview meetings. Additionally the Project Manager will review the agreement with the Customer project team to ensure expectations are mutually understood. In addition, a New World Systems Executive Manager will meet with agency command staff to establish a relationship at the upper management level.

Customer's responsibilities: During this step, the Customer is responsible for the preparation of the room where the overview meeting will be held, provide adequate staff to review the agreement, and arrange a meeting between New World Systems Executive Manager and agency command staff. In addition, the Customer will assemble various build teams.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Customer Agreement
3. Overview presentation
4. Overview packet
5. Communications Plan

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Updated Issues/Risk Tracking Log
3. Updated Project Plan



Exhibit M: Statement of Work

PHASE: Planning

Step 3: Perform Software & System Analysis

Overview: The purpose of this event is to review the various work process and noteworthy findings identified during discovery and examine their fit into the New World software product. Additionally it will serve as an instrument to surface any major differences in functionality between the existing workflows and the New World software product. Finally, this event is conducted to identify, understand, and document requirements relative to the following (but not limited to):

1. Hardware requirements
2. Custom enhancements
3. Interfaces
4. State reporting requirements (IBR, UCR, Accident Reporting)
5. Mobile computing
6. Agency specific reports (internal management reports, public inquiries, etc.)
7. Data conversion
8. GIS implementation

This event will normally overlap with the discovery process.

New World Systems' responsibilities: During this event, the Project Manager (or designee) will meet with Customer staff and review requirements for the various items listed above. Once complete, the Project Manager will document the requirements and distribute the information to the appropriate members of the implementation team. The documents to be distributed include:

1. Hardware requirements
2. Custom Enhancements
 - a. Requirements Document(s)
3. Interfaces
 - a. Requirements Document(s)
 - b. Interface Control Documents
4. State Reporting Requirements (IBR, UCR, Accidents)
5. Mobile Computing
 - a. Mobile Checklist
6. Agency Specific Reports
 - a. Customer report library
7. Data Conversion (see step 14 for details)
8. GIS Implementation (see below for details)
 - a. Mapping Packet

Once compiled, documents will be provided to the Customer for review.

Customer's responsibilities: The Customer will be responsible for the following:



Exhibit M: Statement of Work

1. Coordinate meetings with the groups associated with the above items
2. Provide the necessary technical specifications on interfaces
3. Provide complete user stories for custom enhancements
4. Provide liaison support with agencies and vendors required to support interfaces
5. Provide liaison support with the state to support state reporting requirements (IBR, UCR, Accidents, etc.)
6. Identify any non-standard Aegis reports not yet identified or included in the Customer Agreement
7. Provide appropriate technical staff necessary to complete the Mobile Checklist
8. Review final Requirements Document(s) submitted by New World Systems and identify specific issues in writing

Inputs (prerequisites):

1. Pre-Trip Report
2. Interface Control Document
3. Discovery/Project Management Plan
4. Mobile Checklist
5. Topology diagram of Customer's network

Outputs (completion criteria):

1. Post-Trip Report
2. Completed Requirements Document(s)
3. Updated Project Management Plan
4. Mobile Checklist completed
5. Signoff on all Requirements

Review Geo-File Processes and Map Requirements

Overview: Initiate the development of GIS data for use with New World Systems applications. New World Systems will introduce the parameters for the required GIS layers by providing Customer with a GIS Implementation Packet and conducting an initial review of Customer provided GIS data for compatibility with the Aegis application.

New World Systems responsibilities:

1. Appoint a GIS Implementation Specialist to serve as the primary point of contact for GIS related items during this portion of the project



Exhibit M: Statement of Work

2. Provide Customer with a New World Systems GIS Implementation Packet describing the GIS data requirements
3. Conduct a GIS Conference call during the Formal Kickoff to review the contents of the packet, answer any preliminary GIS questions and outline dates for the project's GIS milestones

Customer responsibilities:

1. Supply New World Systems with accurate GIS data in a standard ESRI format (shapefiles, personal geodatabase, file geodatabase, etc.) on the designated date for New World Systems to receive an initial copy of the GIS data
2. Appoint a GIS Implementation Specialist to resolve any issues regarding delivery, mapping or functionality of GIS data with the Aegis application
3. Carefully review the comments and/or requested changes from the New World System's GIS Implementation Specialists related to the compatibility of the Customer's GIS data with the Aegis application after the required GIS layers have been reviewed by New World Systems

Inputs (prerequisites):

1. GIS Implementation Packet
2. GIS Conference Call Agenda

Outputs (completion criteria):

1. GIS Data Review Document
2. Detailed specifications of required changes or additions to Customer GIS data to ensure compatibility within the Aegis application



Exhibit M: Statement of Work

PHASE: Planning

Step 4: Complete and Approve Project Plan

A. Draft Project Management Plan

Overview: The purpose of this event is to review the various work process identified during the discovery process, examine their fit with the Aegis application and document how the processes will combine with the overall implementation to make an effective solution for the Customer. Additionally, the Project Management Plan will act as an instrument to record differences in functionality between existing workflows and the Aegis application. Finally, the Project Management plan will be a comprehensive narrative of the overall implementation.

New World Systems' responsibilities: During this process, the New World Systems Project Manager will meet with the Customer's project team and review the work processes documented in the Discovery Process (step 4) and Software and System Analysis (step 6). In addition, the Project Manager (or their designee) will compare existing work processes to the New World Systems software. The project manager will then draft and publish the Project Management Document.

Customer's responsibilities: During the analysis meetings, the Customer will provide subject matter experts to participate in various sessions.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Requirements Document(s)
3. Information referenced from legacy system(s) as well as New World Systems software
4. Issues/Risk Tracking Log
5. Discovery/Project Management Plan

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Updated Discovery/Project Management Plan
3. Updated Project Plan
4. Updated Requirements Document(s)
5. Updated Issues/Risk Tracking Log

B. Finalize Project Plan

Overview: To this point significant information has been gathered regarding the Customer's current operations and how the Aegis application implementation needs to occur in order to be successful. Based on this information, a final Project Plan must be developed that maps out the activities, deliverables and deadlines required by the project team.



Exhibit M: Statement of Work

New World Systems' responsibilities: The New World Systems' Project Manager will finalize the Project Plan to meet the requirements of a successful implementation while establishing clear ownership of activities, deadlines, and timeframes for each step of the implementation. The Project Plan provides detailed instructions to the entire build team and, once approved, is the guiding light for all project activity going forward.

1. Review with Customer personnel the identified implementation tasks, priorities, inter-dependencies, team members, resources and other requirements to establish the final Project Plan
2. Supporting documents, the Discovery/Project Management Plan and the Business Process Review, are updated as part of this step because all three documents are reviewed as part of the acceptance criteria to move the project to the construction phase as defined in step 9, Review and Approve Project Plan

Customer's responsibilities: In tandem with New World Systems project personnel, analyze identified requirements of the Project Plan and make such implementation decisions as are reasonably required to finalize the plan.

Inputs (prerequisites):

1. Customer Agreement
2. Issues/Risk Tracking Log
3. Project Plan
4. Business Process Review
5. Discovery/Project Management Plan

Outputs (completion criteria):

1. Updated Project Plan
2. Updated Discovery/Project Management Plan
3. Updated Business Process Review

C. Review and Approve Project Plan

Overview: The objective of this task is to finalize the Project Plan based upon the activities and work processes discovered during the planning phase. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

New World Systems' responsibilities:

1. Prepare the final Project Plan and deliver it to Customer
2. Review the Project Plan with Customer personnel and make mutually agreed modifications
3. Upon mutual acceptance of the Project Plan, establish the document as the baseline for the remainder of the project

Customer's responsibilities:

1. Review the final Project Plan and document any specific deficiencies found with the plan within ten (10) business days



Exhibit M: Statement of Work

2. Sign off on final iteration of the plan by Customer Project Manager and Executive Manager

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Initial Build Plan
3. Final Project Plan

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Final accepted Project Plan
3. Signed Approval for the following:
 - a. Business Process Review
 - b. Requirements Document(s)
 - c. Discovery/Project Management Plan
 - d. Project Plan
 - e. Interface Control Document(s)
 - f. Mobile Checklist
 - g. State reporting
 - h. Data conversion
 - i. Geo-File

D. Prepare Internal Team

Overview: During this portion of the implementation, the Project Manager meets with the New World Systems build team and discusses the requirements of the Project Plan and their individual responsibilities to deliver a successful project.

New World Systems' responsibilities: The New World Systems Project Manager will be responsible for the following:

1. Prepare and coordinate the team briefing
2. Prepare internal Statement of Work
3. During the meeting, the Project Manager will review the Business Process Review, Discovery/Project Management Plan, Project Plan and Statement of Work
4. The Project Manager will review with the individual team members their roles and responsibilities associated with the implementation

Customer's responsibilities: None

Inputs (prerequisites):

1. Agenda
2. Statement of Work
3. Initial Build Plan
4. Turnover Document
5. Customer Agreement



Exhibit M: Statement of Work

6. Issues\Risk Tracking Log
7. Project Plan
8. Business Process Review
9. Discovery/Project Management Plan

Outputs (completion criteria):

1. Updated Project Plan
2. Updated Issues\Risk Tracking Log



PHASE: Planning

Approval to Proceed

Overview: The Aegis Project Methodology planning phase consists of three distinct steps. These steps are critical to establishing the overall plan to implement the Aegis application and identify any concerns that must be addressed to insure the software is adopted by the user base.

At the conclusion of the planning phase the Approval to Proceed document is used to confirm project management is aware of the final Project Plan and what will be required of every team member in order to successfully implement the Aegis application. The signature of each manager represents their commitment to making sure their respective members of the build team will be able to meet the requirements of the plan.

Signing Approval to Proceed documents authorizes the project team to begin work on the next phase of the implementation. Without all required signatures the team is unable to continue the implementation until all questions are addressed and all project team signatures are obtained.

Project team signatures required are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

New World Systems' responsibilities: Executive management and the Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document should be discussed with the Customer to insure that any questions have been addressed and exceptions are incorporated into the document.

Customer's responsibilities: Executive management and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed
3. Final Project Plan
4. Business Process Review
5. Discovery/Project Management Plan
6. Formal Kickoff sign-off document
7. Review and Approve Project Plan sign-off document



Exhibit M: Statement of Work

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

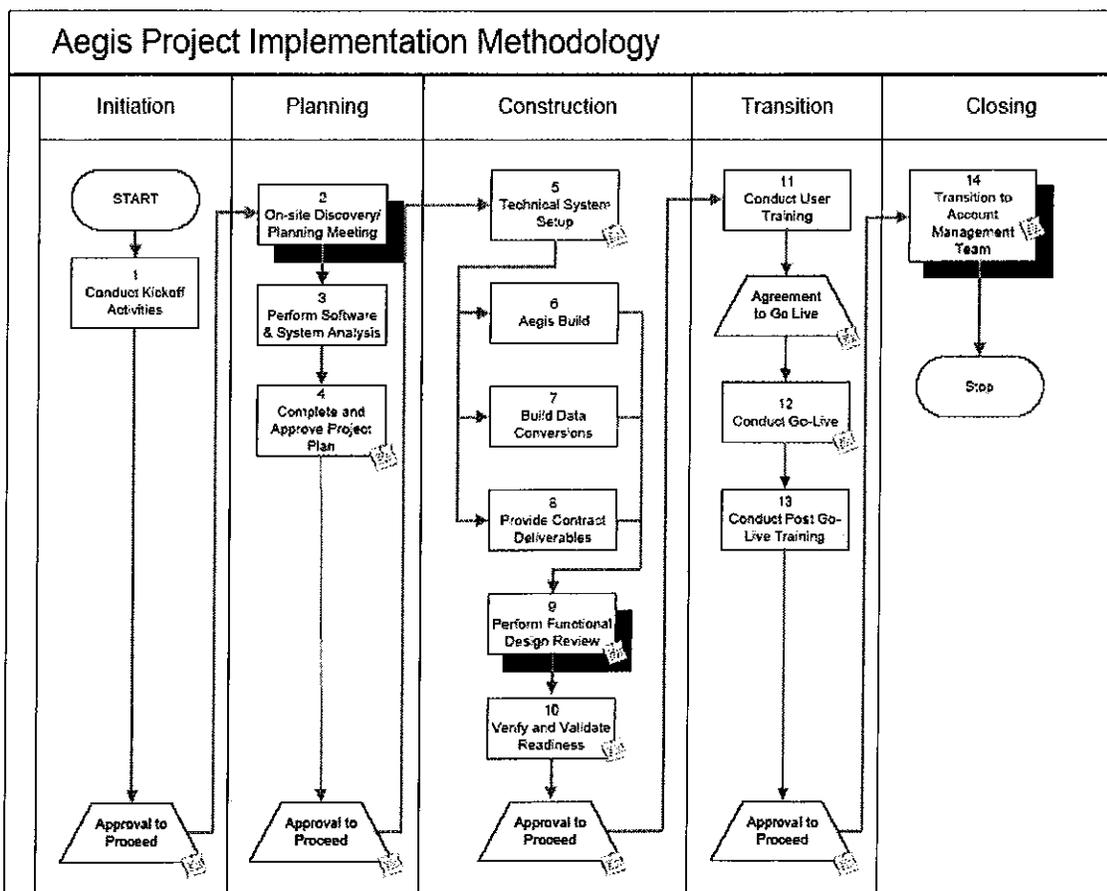


Exhibit M: Statement of Work

PHASE: Construction

Purpose: Execute the Project Plan to build, configure and review the system to verify system readiness

Description of Phase: The construction phase consists of 6 steps. During this phase, New World Systems and Customer Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team's focus during this phase is to execute the Project Plan. Customer and New World Systems project teams install the system, configure the application, prepare data conversions and lay the groundwork to migrate to the Aegis application.



LEGEND

- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

Exhibit M: Statement of Work

The methodology diagram indicates that each step of the construction phase follows the previous step but many of these steps occur concurrently.



Exhibit M: Statement of Work

PHASE: CONSTRUCTION

Step 5: Technical System Setup

Overview: During this step, New World Systems validates and finalizes the Customer's hardware configuration, software requirements and implementation. The result of this effort is documented in the Site Plan.

New World Systems will install Licensed Standard Software on Customer supplied servers and configure system to meet Aegis specifications. In most situations this is completed in two distinct stages. The first stage is MSP and a second stage for Mobile.

New World Systems' responsibilities: Configure the system as required and provide knowledge transfer to the System Administrator.

For MSP, New World Systems will install and configure the CAD/RMS Server/Client and train Customer personnel on configuration procedures.

1. Verify with Customer personnel the computer processor(s), operating system software, third-party software, associated workstation requirements, printers, network communications, and other related components supplied by Customer
2. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the Aegis application. As part of the review, New World Systems will make recommendations for necessary site modifications to meet minimum operating requirements for the Aegis application
3. Review with Customer minimum requirements for mobile data devices and workstations as identified in the Customer Agreement
4. Train Customer to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration
5. Provide Customer with a Site Plan that includes the following:
 - a. Identification of any special space requirements
 - b. Functional system diagram, showing a high level view of the New World Systems Standard Software subsystems and their associated hardware

For Mobile, New World Systems will install and configure the Mobile Management Server/Client, the Message Switch and train Customer personnel on configuration procedures.



Exhibit M: Statement of Work

1. Install and configure mobile client software on five (5) Customer-supplied computers
2. Train Customer to install mobile client software on additional computers
3. Address any questions that arise during the installation of the baseline software

Customer's responsibilities:

1. Provide Customer Technology staff to assist New World Systems with the Site Plan
2. Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information reasonably required to validate final hardware requirements
3. Review the final hardware and operating system configuration with the New World Systems project team
4. Review New World Systems' recommendations regarding any existing communications networks and workstations and make any reasonable modifications identified by New World Systems to ensure compatibility with the equipment and system to be installed
5. Ensure hardware is ordered, delivered, and installed prior to scheduling New World Systems' System Assurance visit on site
6. Have information technology support staff on hand for knowledge transfer and to help address any concerns encountered during the system installation
7. Install and configure the mobile software on additional mobile computers

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. System Support Documentation
3. Customer supplied topology diagram of the network

Outputs (completion criteria):

1. Site Plan
2. Test and production environments are ready to use
3. Post-Trip Report (if conducted on-site)
4. System Set-up and Administration Training signoff document



PHASE: Construction

Step 6: Aegis Build

A. Conduct Geo-File Setup & Training

Overview: New World Systems will recommend procedures to support the loading of Customer-supplied GIS data for use in the Aegis MSP software and assist the Customer with the initial load of GIS data.

As part of this step, New World Systems will provide a GIS overview of GIS components, where they are installed and discuss a plan for updating the GIS data within the Aegis MSP software. Customers are responsible for continuous updates of the GIS data used in the Aegis MSP software.

The Customer will need to have the appropriate ESRI desktop software of ArcEditor or ArcInfo in order to conduct the initial GIS data load and ongoing maintenance of the data. The ArcEditor or ArcInfo software must be available for use by the MSP Customer Support Center to assist the Customer with GIS data support.

New World Systems' responsibilities:

1. Obtain from Customer the New World Systems required GIS data containing address point layer (optional) and street centerline layer geocodable by the systems proposed geocoding service. The supplied address point and street centerline layers need to be geocodable by ESRI's US_One_Address_with_Zone and US_Streets_with_Zone Locator Services
2. Obtain from Customer all appropriate required polygon boundary layers representing Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI, Common Name, Alias, and Hydrant layer
3. The GIS Implementation Specialist will assist Customer in loading/importing their GIS data into the New World Systems enterprise geodatabase within the Aegis MSP software. It is required that all GIS data to be used within the MSP software will be maintained in a standard ESRI data format (Shapefiles, personal geodatabase, file geodatabase) and then loaded into the New World Systems software. Or the required GIS data to be maintained directly in the New World Systems enterprise geodatabase using ESRI's ArcGIS ArcEditor or ArcInfo desktop software
4. Create a New World Systems enterprise geodatabase using the Customer supplied GIS data
5. Create an ArcGIS Server service using the Customer supplied GIS data
6. Create the CAD and Geoverify MXDs according to the modules that were purchased
7. Copy the MXDs and Address Locators to the appropriate folders on the New World Servers



Exhibit M: Statement of Work

8. Set up the Map Settings form under MSP Maintenance\GIS to reflect the new Customer GIS data
9. Create at least one Venue under Venue Maintenance
10. Associate the Area Polygon Layers
11. Geoverify a few addresses to confirm geocoding and the return of cross streets within CAD
12. Conduct a GIS Overview for the Customer
13. All required GIS layers for Mobile In-Car Mapping will be available for export from ArcCatalog by the Mobile Professional Services person assigned to setting up In-Car Mapping
14. Training and documentation for updating the GIS data within Mobile In-Car Mapping will be provided by the Mobile Professional Service person doing the initial set up

Customer's responsibilities:

1. Provide New World Systems with the required GIS data containing address point layer (optional) and street centerline layer geocodable by the systems proposed
2. Provide New World Systems all appropriate required polygon boundary layers representing Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI, Common Names, Alias, and Hydrant
3. Assume responsibility for both initial GIS data development and ongoing GIS data maintenance
4. Provide a GIS point of contact responsible for ongoing GIS maintenance
5. Provide the above-specified GIS data for import/load into the New World Systems enterprise geodatabase
6. Provide any other GIS data for use within the New World Systems software at the time of the initial import/load into the New World Systems enterprise geodatabase
7. Provide all ESRI Desktop software ArcEditor/ ArcInfo and any associated systems software licenses and workstation equipment necessary for the initial import/load of the GIS data into the New World Systems enterprise geodatabase
8. Provide trained staff to make GIS data changes or corrections in support of GIS Implementation
9. Be solely responsible for the content and accuracy of the supplied GIS data

Inputs (prerequisites):

1. GIS Implementation Packet
2. GIS Conference Call Agenda
3. GIS Data Review Document



Exhibit M: Statement of Work

4. Detailed specifications of required changes or additions to Customer GIS data to ensure compatibility within the Aegis application

Outputs (completion criteria):

1. The New World Systems Standard Software GIS Implementation has been successfully completed with Customer-supplied GIS data
2. New World Systems demonstrates to Customer the Aegis application is working correctly with the loaded Customer GIS data
3. New World Systems has provided Customer with the appropriate GIS Overview necessary for ongoing maintenance and uploading of the GIS data within the Aegis application going forward

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

Note: New World Systems' GIS team along with the MSP Customer Support Center, through the New World Systems Project Manager, will continue to be available to support Customer's ongoing GIS Implementation until Go-live. After go-live, Support services is provided through the Aegis MSP Customer Support Center.

B. Conduct Master File Workshops

Overview: During this event, New World Systems will conduct master file workshops for designated Customer personnel to acquire the knowledge necessary to configure and set up the various modules included in the Customer Agreement. (There will be a minimum of one session per each major module.)

Decisions regarding the configuration of the Aegis application are made in each master files workshop. The Build Plan documents these decisions and the activities required in order to configure the software to meet the Customer's needs. Each phase of the Build Plan consists of several tasks that are necessary for the software to be in a state of readiness prior to the start of end user training. The Build Plan is an iterative document that is updated after each master files workshop.

New World Systems' responsibilities:

1. Make up-to-date user manuals available to workshop participants
2. Instruct Customer personnel, including the system administrator, on configuration of the various contracted modules
3. Based on events and activities completed during the master file workshops, New World Systems' build team members will modify the Build Plan to accommodate required changes



Exhibit M: Statement of Work

Customer's responsibilities:

1. Convene a build team for the respective workshop
2. Attend and participate in the master files workshop
3. Assist New World Systems build team in the design of the Build Plan
4. Configure and setup software based on the Build Plan

Inputs (prerequisites):

1. Pre-Trip Report
2. Workshop reference material
3. Build Plan
4. Training room with computers running Aegis application

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Build Plan
3. Build Plan signoff upon completion of each workshop
4. Updated Issues/Risk Tracking Log
5. Updated Project Plan

C. Customer Build/Configure System

Overview: During this step of the construction phase, the Customer will configure the software based on the Build Plan developed during the master files workshop.

New World Systems' responsibilities: The New World Systems build team will provide remote assistance should the Customer need additional assistance setting up the software, interfaces and state reporting.

Customer's responsibilities: The Customer will configure and setup the software using the Build Plan as a guide. Customer must complete the entry of all data in the various modules prior to starting user training.

Inputs (prerequisites):

1. Build Plan
2. Master File Workshop build instruction materials
3. Remote assistance, if required, by members of the New World Systems' build team
4. Configuration requirements for interface operations
5. State reporting requirements including data requirements, contact information, data submission deadlines and transition plan

Outputs (completion criteria):

1. Configured software including interfaces and state reporting (IBR, UCR, Accidents)
2. Signoff from Customer that Customer Build/Configure System step is complete
3. Updated Build Plan



Exhibit M: Statement of Work

PHASE: Construction

Step 7: Data Conversion

A. Perform Data Conversion Analysis

Overview: Using the established guidelines from the contract, prepare Customer and New World Systems for data conversion and migration. New World Systems will analyze Customer source data, develop and deliver a Data Conversion/Migration Plan.

New World Systems' responsibilities:

1. With Customer assistance, New World Systems will analyze existing Customer source data. During this analysis process, New World Systems will determine compatibility with the Aegis database structures and the viability of a conversion or migration to the Aegis database
2. Develop and deliver a Data Conversion/Migration Plan. The plan will identify data sources to be converted, data sources to be migrated, database types, database design and any detected data mapping concerns
3. If required, develop change order that reflects differences between the Customer Agreement and Customer's desired data conversion

Customer's responsibilities:

1. Provide New World Systems with a representative sample of the data to be converted on mutually agreeable transmission media
 - a. Assist New World Systems in analyzing source data
 - b. Live in source system
2. Review the Data Conversion/Migration Plan

Inputs (prerequisites):

1. Data Conversion Packet
2. Sample data from Customer
3. Master File Workshop completed for all modules requiring conversion to the Aegis application (Up2 Win projects are excluded from this requirement)

Outputs (completion criteria):

1. Data Conversion/Migration Plan
2. Customer review and sign off on the Data Conversion/Migration Plan



Exhibit M: Statement of Work

3. Signed change order, if required

B. Build Data Conversions

Overview: New World Systems will provide the Customer requested Data Conversion as described in the Customer Agreement.

New World Systems' responsibilities:

1. New World Systems will provide the data conversion programs to convert Customer's legacy data to the New World Systems' standard Aegis software for the modules specified in the Data Conversion Migration Plan.
2. New World Systems will provide Customer up to 2 test sets of converted data. Additional test sets requested will require additional conversion costs.
3. As provided in the approved Project Plan, New World Systems will schedule a conversion analysis trip and a separate data conversion test trip to Customer's location. The conversion test trip is part of delivering the conversion programs to Customer.
4. New World Systems will provide Customer with a Data Conversion Migration Plan for signoff prior to starting development of data conversion programs. No conversion programming by New World Systems will commence until Customer signs this document.

Customer's responsibilities:

1. Data files from Customer's current database are included in this conversion. Customer will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Supply data to be converted.
3. A data dictionary (data descriptors) containing all data elements must be provided to New World Systems for each file submitted with the media. (Does not apply to Up2Win projects.)
4. As provided in the Project Plan, Customer will provide a dedicated contact for each application area to focus on conversion mapping and testing tasks. Responsibilities include dedicating a support person(s) whenever members of the New World Systems' build team is on site regarding conversions. Roughly a one to one time ratio exists for Customer commitment and New World Systems commitment. Customer understands that thorough and timely testing of converted data by Customer's build team members is a key part of a successful data conversion.
5. Customer agrees to promptly review and signoff on the data conversions after the final test run is completed.

Inputs (prerequisites):

1. Approved Data Conversion/Migration Plan
2. Data to be converted

Outputs (completion criteria):

1. Completed data conversion programs
2. Conversion test sign-off



Exhibit M: Statement of Work

PHASE: Construction

Step 8: Provide Customer Agreement Deliverables

Overview: During the process of the Customer building and configuring the system, the Customer will identify certain activities that require action by New World Systems' staff in order to meet Build Plan requirements. These activities include configuration of interfaces, implementation of NCIC formats, installation of state accident forms, etc.

Once the Customer has completed their portions of the Build Plan, New World Systems will need to complete the remaining Build Plan activities.

New World Systems' responsibilities: Based on the Build Plan, New World Systems' build team members will provide installation support in order to bring the required application functionality on-line.

Customer's responsibilities: Provide assistance to the New World Systems' build team to address any concerns encountered during the implementation of outstanding Build Plan deliverables. Prior to the start of this step, the Customer Project Manager needs to be able to document areas of concern regarding the Build Plan in order to direct the activities of the New World Systems' build team to complete this step.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Build Plan
3. Issues\Risk Tracking Log
4. Project Plan
5. Business Process Review
6. Discovery/Project Management Plan

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Updated Build Plan
3. Updated Project Plan
4. Updated Issues\Risk Tracking Log

Overview: New World Systems will provide Customer requested standard software enhancements and/or custom software (including interfaces and state reporting) as described in the Customer Agreement.

New World Systems' responsibilities:

1. New World Systems will provide standard software enhancements through standard software upgrades
2. New World Systems will provide custom software through standard software upgrades and/or through scheduled component installation



Exhibit M: Statement of Work

3. New World Systems will provide training for enhancements and/or custom software

Customer's responsibilities:

1. Provide resources to perform software upgrades when enhancements and custom software is available, including interfaces and state reporting
2. Provide resources to assist with enhancements and/or custom software component installations
3. Attend training as required
4. Provide written sign-off upon completion of this step

Inputs (prerequisites):

1. Approved Requirements Document(s)
2. Completed Enhancements and/or Custom Software
3. Customer test plan to confirm functionality of software within the scope of the Requirements Document

Outputs (completion criteria):

1. Upgraded application with enhancements and/or custom software
2. Sign-off on each Customer Agreement deliverable



Exhibit M: Statement of Work

PHASE: Construction

Step 9: Perform Functional Design Review

Overview: The Functional Design Review (FDR) encompasses a hands-on review of each application within the implementation. This review is accomplished by presenting each function within the application from the user/administrator point-of-view and every project construction element as it relates to a particular workflow process.

New World Systems' responsibilities: New World Systems' Project Manager will act as a facilitator during the FDR. Their main role is to make sure all the work process identified during business process review are discussed and demonstrated within the Aegis application. In conjunction, the Project Manager is responsible for preparing the Functional Design Review Guide, trip reports, and briefing the Application Specialist (If one is participating in the Functional Design Review). If an Application Specialist is to be involved, their responsibility would include reviewing the Functional Design Review Guide, Project Management Plan and trip reports prior to the event. Furthermore, during the presentation portion of the Functional Design Review, the Application Specialist will act as subject matter expert if questions are posed that the Customer presenter cannot answer or provide software demonstrations on various areas of functionality. Additionally, a New World Systems Executive Manager will participate in the FDR as well as a project review meeting with the Customer's command staff.

Customer's responsibilities: For the review, the Customer, build team should prepare the Functional Design Review Document (using the New World Systems provided template) highlighting each important element of the design. The review should include:

- Overview of the various work processes and the functional relationship to the software
- Overview of policy/procedure/practice modification
- Overview of reports
- Impact on workforce
- Training plan
- Data Conversion Migration Plan
- Cutover Plan
- Hardware and Network Topology

Inputs (prerequisites):

1. Pre-Trip Report

Exhibit M: Statement of Work

2. Functional Design Review Document

Outputs (completion criteria):

1. Post-Trip Report
2. Updated Issues/Risk Tracking Log
3. Updated Project Plan
4. Updated Build Plan
5. Sign-off on the results of the Functional Design Review

Exhibit M: Statement of Work

PHASE: Construction

Step 10: Verify and Validate Readiness

Overview: The Verification and Validation process occurs prior to the start of user training. The intent is to verify the system has been configured correctly and validate that it is working as designed.

New World Systems' responsibilities: During this process, the New World Systems' Project Manager or Application Specialist will review the system with the Customer. Each component will be reviewed, verified and validated. Upon completion, the New World Systems Project Manager or Application Specialist will sign off on each item, as will the Customer. Furthermore, upon completion of the review process, the New World Systems representative will present the Customer with a final sign-off document.

Customer's responsibilities: With the New World Systems representative, the Customer will demonstrate the system is setup and configured as designed. The Customer will provide final sign-off that each item has been completed. Any exceptions will be remedied or documented with planned resolution included on the sign-off sheet.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Build Plan
3. Verify Requirements Document(s) for:
 - a. Custom Software
 - b. Custom Interfaces
4. Standard interfaces
5. State reporting (UCR, IBR, NFIRS, etc)
6. Data conversion
7. Geo-files
8. Issues\Risk Tracking Log
9. Project Plan
10. Business Process Review
11. Discovery/Project Management Plan

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Approved sign-off the system is ready for transition phase activities

Master File Review

Overview: Step 6, Aegis Build is the foundation of the Aegis application configuration. Once completed, the New World Systems' Application Specialist reviews the Build Plan with Customer's build team to insure the Aegis application has been configured as outlined in the Build Plan. The Application Specialist will also conduct with each build team a mini user training class to assure the system is setup to



Exhibit M: Statement of Work

the customer's desire. The Application Specialist will also work with the customer build teams to develop the application training plan.

New World Systems' responsibilities:

1. Application Specialist will review the Build Plan and audit the Customer's Aegis MSP installation to validate the configuration and completion of the build plans for each module.
2. Working with the customer build team the Application Specialist will build a training plan for each application (i.e. CAD, LERMS, CMS, FRMS)
3. The Application Specialist will conduct a mini user training class with each build team to test the software setup and configuration and confirm the software functions as desired. This will also help determine the training courses each of the customer's personnel need to attend for each module.

Customer's responsibilities:

1. Customer build team will confirm all work has been completed against the Build Plan. The build team must walk through their work and assist New World Systems by identifying questions or concerns encountered during the build process.
2. Customer build team will assist the Application Specialist in building a training plan for each of the major applications (i.e. CAD, LERMS, CMS and FRMS)
3. Customer build team will participate in a mini user training class to confirm the setup and configuration of all software modules.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Build Plan
3. Master File Workshop instruction materials
4. State reporting requirements including data requirements, contact information, data submission deadlines and transition plan
5. Issues/Risk Tracking Log
6. Project Plan
7. Project Management Plan
8. Training Plan

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Updated Issues/Risk Tracking Log
3. Updated Project Plan
4. Updated and approved Build Plan
5. Training Plan
6. Confirmation master file set-up is complete



Exhibit M: Statement of Work

PHASE: Construction

Approval to Proceed

Overview: The Aegis Project Methodology construction phase consists of 6 distinct steps. These steps are critical to building the Aegis application in order to function appropriately in the Customer's unique environment.

At the conclusion of the construction phase the Approval to Proceed document is used to confirm project management is aware of the overall progress of the implementation according to the Project Plan and what will be required of every team member in order to successfully deploy the Aegis application. The signature of each manager represents their commitment to making sure their respective members of the build team will be able to meet the requirements of the plan

Signing Approval to Proceed documents authorizes the project team to begin work on the transition phase of the implementation. Without all required signatures the team is unable to continue the implementation until all questions are addressed and all project team signatures are obtained.

Project team signatures required are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

New World Systems' responsibilities: Executive management and the Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document should be discussed with the Customer to insure that all questions have been addressed and exceptions are incorporated into the document.

Customer's responsibilities: Executive management and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed
3. Final Project Plan
4. Business Process Review
5. Discovery/Project Management Plan
6. Build Plan
7. Issues/Risk Tracking Log



Exhibit M: Statement of Work

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

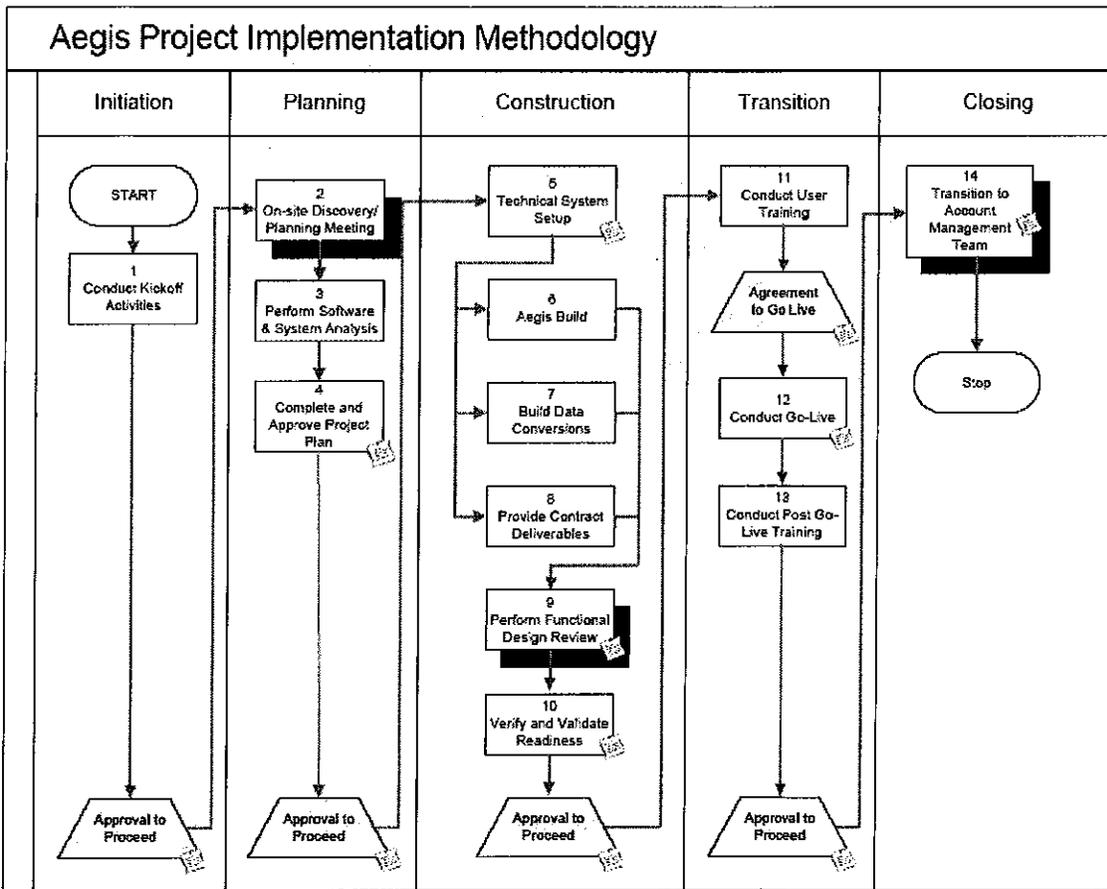


Exhibit M: Statement of Work

PHASE: TRANSITION

Purpose: Train users, perform data conversion, execute go-live and complete post-go-live activities

Description of Phase: The transition phase consists of 4 steps. During this phase, New World Systems and Customer project teams review the system, verify and validate readiness for go-live, train users, cut over from legacy systems and complete post go-live requirements.



LEGEND

- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff



Exhibit M: Statement of Work

PHASE: Transition

Step 11: Conduct User Training

Overview: During this step, New World Systems' Application Specialist(s) provide user training to Customer staff.

New World Systems' responsibilities: New World Systems' Application Specialist will provide on-site training services to assigned Customer staff. Training options include:

Train-the-Trainer Training (TTT)

This training consists of a New World System' Application Specialist providing onsite very detailed training (typically 60-80 hours) to agency representatives. The Train-the-Trainer course is designed to take agency certified (either locally or by their state) trainers, train them on the New World Systems software, and certify they have the knowledge base to successfully train other members of their agency. This training also includes problem solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Additionally, students are provided training techniques and detailed lesson plans on their specific modules.

Subject Matter Expert Training (SME)

This training consists of a New World System' Application Specialist providing onsite training to agency selected staff who will become the in-house subject matter experts on the module being trained (typically 32-40 hours). This training option includes problem solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Students will be provided class handouts developed by New World Systems.

User Training

If a Train-the Trainer approach is not preferred, New World Systems can provide agency defined User Training course.

This training consists of a New World System' Application Specialist providing an onsite training course specific to a user's job assignment. Each course consists of agency defined software classes needed to be proficient in their areas of responsibility utilizing the New World Systems software.

Customer's responsibilities: Assign and schedule appropriate staff to attend training sessions. Provide and schedule necessary facilities for training sessions. Confirm staff participation in training, as scheduled.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)



Exhibit M: Statement of Work

2. Training materials
 - a. Lesson Plan
 - b. User Guide
 - c. Written Proficiency Examinations

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Written Proficiency Examination results



PHASE: Transition

Agreement to Go-Live

Overview: Prior to transitioning the Aegis application to the live environment, New World Systems and Customer build team members agree to a final “Go/No Go” decision. Many months of work have lead up to this event and this is a final opportunity to review the overall project status to insure that all requirements for a go-live event has been completed the go-live event can occur with minimal disruption or risk.

A “Go” decision initiates the next steps of the transition phase and authorizes New World Systems to provide the resources required to successful transition the Aegis application to the live environment.

A “No Go” decision requires a review of the factors leading to the decision and New World Systems and the Customer will need to identify corrective steps and plan adjustments to reach an acceptable solution to the concerns. The Project Plan must be adjusted to reflect this decision and the impact of the decision on the transition to a live environment.

It is imperative the transition to a production Aegis system be a non-stressful event to the users in order for agency personnel to adopt the solution. Both New World Systems and Customer build team members have an obligation to honestly and accurately assess the system’s readiness to insure a smooth transition. If any build team member has concerns with the state of the system or the plan for go-live it is during this process that these concerns must be addressed to the team’s satisfaction prior to accepting a “Go” decision.

Project team signatures required for “Go/No Go” decision are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

New World Systems’ responsibilities: Executive management and the Project Manager are responsible for signing the “Go/No Go” Approval to Proceed document. Prior to requesting signatures, a project overview should be presented to the Customer to insure that all questions have been addressed and exceptions have been met.

Customer’s responsibilities: Executive management and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.



Exhibit M: Statement of Work

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed
3. Final Project Plan
4. Business Process Review
5. Discovery/Project Management Plan
6. Build Plan
7. Issues/Risk Tracking Log
8. Project Plan

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed document (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties



PHASE: Transition

Step 12: Conduct Go-Live

A. Perform Data Conversion

Overview: Using the established guidelines from the contract, execute the data conversion to migrate data from legacy systems to the Aegis application. Depending on Project Plan requirements, this conversion can be completed in one or two phases as part of pre-live, live or post live operations. New World System's strongly recommends the data conversion occurs during the go-live event.

New World Systems' responsibilities:

1. Follow established Data Conversion/Migration Plan. The plan will identify data sources to be converted, data sources to be migrated, the database type, database design and any detected data mapping issues or exceptions.
2. Execute Data Conversion as outline in Project Plan to insure legacy data can be accessed on production systems as confirmed through previous conversion tasks completed as part of steps 14 and 19.

Customer's responsibilities:

1. Provide New World Systems with access to production server and window of down-time required to execute conversion.
2. Analyze data and document any discrepancies or concerns with data conversion.
3. Provide dedicated internal contact for support and assistance with data conversion operations.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Data Conversion Packet
3. Approved Data Conversion/Migration Plan

Outputs (completion criteria):

1. Customer review and sign off on Acceptance of Data Conversion
2. Post-Trip Report (if conducted on-site)

B. Execute Go Live

Overview: With assistance from New World Systems, Customer goes live on modules and interfaces identified in the agreement and as documented in the Project Plan.



Exhibit M: Statement of Work

New World Systems' responsibilities:

1. New World Systems build team assistance for all modules going live (i.e. CAD, LERMS, CMS, FRMS and Mobile.)
2. New World Systems assists Customer in preparing production server for go-live
 - a. Run SQL go-live script
 - b. Set counters
 - c. Other maintenance tasks
3. Provide final updates, if any, to the following:
 - a. Standard software
 - b. Custom Software
 - c. Hardware
 - d. Interfaces
 - e. State reporting
 - f. Data conversion
 - g. Geo-files
4. New World Systems' on-site staff cleared to depart Customer site

Customer's responsibilities:

1. Customer goes live with appropriate modules identified in the Customer Agreement
2. Provide build team members to assist with go-live for each of the modules going live as first line support

Inputs (prerequisites):

1. Pre-Trip Report
2. Signed Go-Live Approval to Proceed document
3. Standard software
4. Custom software
5. Interfaces
6. State reporting
7. Data conversion
8. Geo-files
9. Pre go-live preparations
 - a. System preparation
 - b. Team preparation
 - c. Preparatory meeting with Customer



Exhibit M: Statement of Work

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Updated Issues\Risk Tracking Log

C. Conduct Turnover Meeting

Overview: During this step the Customer is introduced to the MSP and/or Mobile Customer Support department(s). The managers for both MSP and Mobile Customer Support teams introduce their department structure and review the services each team provides.

New World Systems' responsibilities:

1. Project Manager schedules the customer support turnover meeting with Customer and managers of MSP and Mobile Customer Support departments
2. Project Manager coordinates conference call between Customer and support managers
3. Managers of MSP and Mobile Customer Support create and distribute agenda

Customer's responsibilities:

1. Provide appropriate personnel for the support turnover meeting
2. Provide a location with a conference phone for the support turnover meeting

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Agenda
3. Scheduled meeting
4. Issues\Risk Tracking Log

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Updated Issues\Risk Tracking Log



Exhibit M: Statement of Work

PHASE: Transition

Step 13: Post Go-Live Activities

A. Conduct Post Go-Live Training

Overview: During the initial go-live event users often focus on a small set of operations required to complete the basic functions of their assignments. New World Systems has determined that post go-live training is critical to assist users with expanding their use of the Aegis application. During post go-live training, users are reminded of the advanced features of the application and have an opportunity to interact with New World Systems' staff to determine best practices for on-going application operations.

New World Systems' responsibilities: The Project Manager works with the Customer to identify areas requiring post live training. Many times, Customer's support activity will identify areas of concern where users may be struggling with the application. The Project Manger will review the Customer's support history as well as work with the Customer's Project Manager to identify areas that should receive post go-live training.

The New World Systems' Application Specialist will provide training services to assigned Customer staff using remote tools (Webex, NetMeeting, etc.) or on-site as required.

Customer's responsibilities: Work with the New World Systems' Project Manager to identify areas of refresher training required and assign appropriate staff to attend training. Schedule training date, time and facilities for refresher training.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Contact with Customer to establish training needs
3. Training materials
 - a. Lesson Plan
 - b. User Guide
 - c. Written Proficiency Examinations

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Written Proficiency Examinations

B. Compliance Submission(s)

Overview: As part of normal operations, agencies are required to submit crime statistic reports to the state (IBR, UCR, NIBRS, etc.) on a monthly basis. During the transition to a new system, state agencies will work with local law enforcement agencies to develop a plan to allow the system to adopt the new technology in their environment and submit reports after a period of operation.

As part of the construction of the Aegis application, New World Systems works with the agency to implement state reporting rules. The first full test of these rules occurs 60 to 90 days after go-live, when



Exhibit M: Statement of Work

agency personnel are ready to submit the first month of data. State reporting and editing can be a significant challenge and to assist Customers with this event New World Systems schedules and assigns an Application Specialist to assist the Customer with their first submission process. This must occur 60 to 90 days after go-live to insure the Customer has data for submission to the state.

New World Systems' responsibilities: New World Systems' Application Specialist will provide training services and support to assigned Customer staff to submit, edit and correct state required statistical crime reports.

Customer's responsibilities: Identify primary and secondary staff responsible for submission and correction of state reports. Also, identify state contact and state testing procedures to insure the state is prepared to assist with the analysis and evaluation of report submissions in order to expedite returns and error reporting.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. State contact for submission management
3. A minimum of 60 days of live operation on the Aegis application
4. Documented state submission requirements
5. Training facilities
6. Agency staff identified as primary and secondary parties responsible for state submission

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. State submission within accepted error rates



PHASE: Transition

Approval to Proceed

Overview: The transition phase consists of 4 distinct steps. These steps are critical to deploy the Aegis application in the production environment. At the end of this phase, the Aegis application is considered fully live and functional in the Customer's environment with all required components delivered and operational

At the conclusion of the transition phase the Approval to Proceed document is used to confirm project management is aware of the overall deployment of the Aegis implementation and the delivery of the application has meet the requirements of the Project Plan and contract. The signature of each manager represents their concurrence that the Aegis application is complete and fully operational.

Signing Approval to Proceed documents authorizes the project team to begin work on the closing phase of the implementation. Without all required signatures the team is unable to continue the implementation until all questions are addressed and all project team signatures are obtained.

Project team signatures required are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

New World Systems' responsibilities: Executive management and the Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document should be discussed with the Customer to insure that all questions have been addressed and exceptions are incorporated into the document.

Customer's responsibilities: Executive management and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed
3. Final Project Plan
4. Business Process Review
5. Discovery/Project Management Plan
6. Build Plan
7. Issues/Risk Tracking Log



Exhibit M: Statement of Work

Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

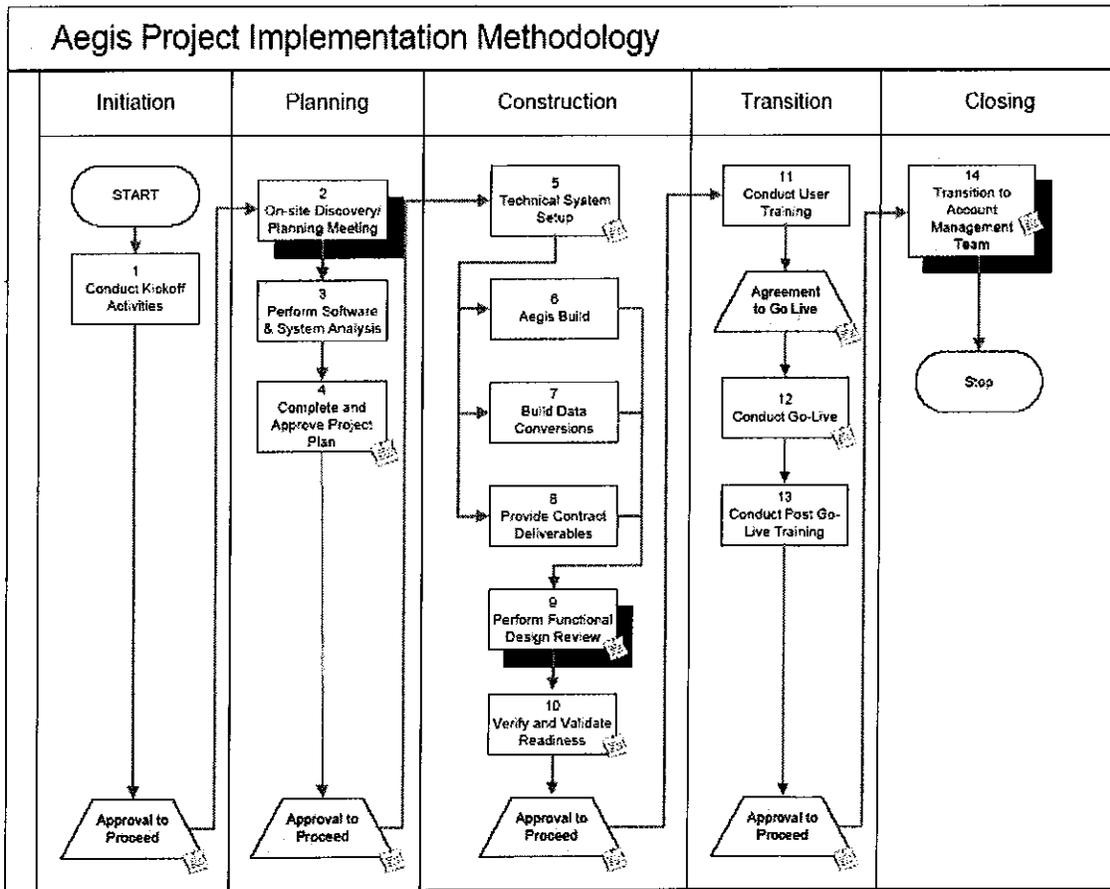


Exhibit M: Statement of Work

PHASE: CLOSING

Purpose: Review the project, approve closure, disengage project management and formally transfer Customer to account management team

Description of Phase: The closing phase consists of 1 step. During this phase, New World Systems Project Manger reviews the project with executive management, close out all remaining documentation tasks and disengage from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and Customer.



LEGEND

- Task
- Task includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

PHASE: Closing

Step 14: Transition to Account Management

Overview: During this event, New World Systems Project Manager will schedule a formal turnover of the Customer to the New World Systems Account Management team which includes Executive Sponsor, Customer Support and Customer Care.

Many of these individuals will have been part of the project build team so this transition should be relatively seamless. The assigned Project Manager will be disengaged from the Customer's implementation project.

New World Systems' responsibilities: The New World Systems Project Manager will coordinate a meeting, either via teleconference or on-site, to review the project status and transition ongoing communications with the Customer to the assigned Account Team.

Customer's responsibilities: Assign appropriate Customer staff to attend the turnover meeting.

Inputs (prerequisites):

1. Schedule the meeting
2. Project closure sign-off document

Outputs (completion criteria):

1. Customer Care Call Report (internal document)



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 Oxnard Police Department
251 South C Street
Oxnard, CA 93030*

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.

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 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 accepted by **Customer**. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

CONFIGURATION

THIRD PARTY SOFTWARE		
1. Embedded Third Party Software		\$50,000
<i>(includes all Third Party executable components)</i>		
2. GIS Software		14,700
CAD		
- CAD Workstations using ArcGIS Engine Runtime (10 workstations)	5,000	
Mobile		
- Fire Mobile In-Car Mapping (25 units)	3,750	
Geo-File Maintenance Software (ESRI ArcEditor)	5,950	
- per workstation (one license)		
3. Diagramming Software (Scene PD)		
100 units @ \$229 each		22,900
THIRD PARTY HARDWARE		
4. Hardware, System Software & Services		1,959,688
a) See attached pricing detail		
- ACS Quote #091710-XR1- Storage H/W (SAN) and VMWare	259,668	
- PCS PD/Fire Quote QT-4392/1	1,386,352	
- PCS Netmotion Piece Quote QT-4392/5	27,166	
- Graybar/APC Battery Back-Up System and Installation. Quote #211088795	227,727	
- New World Application Servers	41,000	
- Message Switch	14,225	
- (2) Lantronix UDS-1100 Device Servers	300	
- Bar Coding Hardware and Accessories (qty 1)	3,250	

TOTAL THIRD PARTY COSTS

\$2,047,288

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.

SERVERS**SYSTEM HARDWARE****INVESTMENT****Primary Host Servers**

(2) Dell PowerEdge R710 Rack Servers (2U)	\$20,500
- (2) Intel Xeon 5660, 2.8Ghz, 12MB Cache, 1333MHz 6C Processors	
- 48GB Memory, 1333MHz RDIMMs (Per Processor)	
- (2) 146GB 15K-RPM Hot Swap SAS Hard Drives (RAID 1)	
- SAS 6/iR Integrated RAID Controller	
- (4) Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4	
- Redundant High Output Power Supplies	
- DVD/ROM, SATA, Internal	
- Sliding Ready Rails with Cable Management Arm	
- 3 Year ProSupport for IT and Mission Critical 24X7X4 Hour Onsite	

Backup Host Servers

(2) Dell PowerEdge R710 Rack Servers (2U)	20,500
- (2) Intel Xeon 5660, 2.8Ghz, 12MB Cache, 1333MHz 6C Processors	
- 48GB Memory, 1333MHz RDIMMs (Per Processor)	
- (2) 146GB 15K-RPM Hot Swap SAS Hard Drives (RAID 1)	
- SAS 6/iR Integrated RAID Controller	
- (4) Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4	
- Redundant High Output Power Supplies	
- DVD/ROM, SATA, Internal	
- Sliding Ready Rails with Cable Management Arm	
- 3 Year ProSupport for IT and Mission Critical 24X7X4 Hour Onsite	

Storage Area Network

Refer to Attached Quote and Statement of Work from ACS	ACS Quote
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Total System Hardware \$41,000

SYSTEM SOFTWARE**Primary & Backup Host Servers**

Windows Server 2008 - Enterprise Edition w/CALs	Cust Provided
SQL Server 2008 Standard Edition w/CALs	Cust Provided
VMware Software	ACS Quote

Total System Software \$0

TOTAL INVESTMENT \$41,000

RECOMMENDED VIRTUAL MACHINE SPECIFICATIONS

Application Server

- 4 Virtual Processors
- 4GB Virtual Memory
- 50GB Virtual Hard Drive (OS)

Database Server

- 4 Virtual Processors
- 8GB Virtual Memory
- 50GB Virtual Hard Drive (OS)
- 500GB Virtual Hard Drive (SAN Volume - SQL/DATA)

Reporting Server

- 2 Virtual Processors
- 8GB Virtual Memory
- 50GB Virtual Hard Drive (OS)
- 500GB Virtual Hard Drive (SAN Volume - SQL/DATA)

Mobile Management Server

- 2 Virtual Processor
- 4GB Virtual Memory
- 50GB Virtual Hard Drive (OS)

Test Server

- 2 Virtual Processor
- 4GB Virtual Memory
- 50GB Virtual Hard Drive (OS)
- 250GB Virtual Hard Drive (SAN Volume - SQL/DATA)

Training Server

- 2 Virtual Processor
- 4GB Virtual Memory
- 50GB Virtual Hard Drive (OS)
- 250GB Virtual Hard Drive (SAN Volume - SQL/DATA)

MESSAGE SWITCH

SYSTEM HARDWARE **INVESTMENT**

IBM POWER 7 Model 710 Express 8231-E2B	\$8,575
- (2) USB 160GB Removable Disk Drives (System Backup)	
- USB Internal Docking Station for Removable Disk Drives	
- Quad Port 1GB HEA Daughter Card	
- (2) 146GB 15K-RPM SFF SAS Disk Drives	
- Primary OS - AIX	
- 8GB (2X4GB) System Memory	
- Power GXT145 Graphics Adapter	
- (2) 1725W AC Power Supplies (Primary & Redundant)	
- SATA Slimline DVD-RAM	
- (2) 6' Power Cords, 125V, 15A - Plug Type #4	
- Chassis with One Processor Planar	
- 4 Core 3.0GHz POWER 7 Processor Module	
- Language Group Specify - US English	
- IBM/OEM Rail Kit	
Total System Hardware	\$8,575

SYSTEM SOFTWARE **INVESTMENT**

IBM POWER 7 Model 710 Express 8231-E2B	
- IBM AIX Standard Edition Ver. 7.1	N/C
- Per Processor Activation - 4 Core	\$2,000
- DVD Process Charge	50
Total System Software	\$2,050

IBM SERVICES **INVESTMENT**

IBM POWER 7 Model 710 Express 8231-E2B	
- 3 Year HW/SW Maintenance, 24X7X4 WSU	\$3,600
Total IBM Services	\$3,600

TOTAL INVESTMENT **\$14,225**

BAR CODE HARDWARE	
COMPONENTS	INVESTMENT
(1) Motorola MC5590-P30DUQQA7WR Handheld Mobile Computer	\$1,450
- Windows Mobile 6.1 Operating System	
- 128/512MB System Memory	
- Ruggedized Construction	
- QWERTY Keypad	
- Integrated 802.11A/B/G Wireless	
- Integrated Bluetooth	
- Integrated 2D Imager	
- Color 3.5" QVGA (320X240) Touch Panel LED Display	
- Standard 1X2400 MAH Battery	
(1) Motorola LS2208-SR20007R-UR USB Handheld Scanner, Black	175
- Corded Mid-range 1D Scanner	
- Includes Hands-free Intellistand, USB Cable & Installation CD	
(1) Zebra LP/TLP 2844-10300-0001 Thermal Transfer Bar Code Printer	575
- 4" Print Width	
- 203 dpi Print Resolution	
- 512KB Flash / 256KB SDRAM Memory	
Total Bar Code Hardware	\$2,200

ACCESSORIES	INVESTMENT
(1) Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55	\$170
(1) Motorola 25-68596-01R USB Client Communication Cable	20
(1) Motorola AP-5131-40023-WWR Wireless Access Point Kit	620
- 802.11A/B/G, Includes Dual Band Dipole Antennas, POE Power Supply	
(1) Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery	60
(12) Zebra 800240-105 4"x1" Thermal Transfer Label Rolls	85
(12) Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon	75
(1) 243-006 6'USB Cable (Printer Connectivity)	10
(1) Motorola 23844-00-00R US AC Line Cord, 1.8M, NEMA 5-15P	10
Total Accessories	\$1,050
TOTAL BAR CODE HARDWARE KIT	<u>\$3,250</u>

NOTES

- 1 *The above hardware and system software costs assume the licensing of New World Systems' application software and support as part of a complete solution. The proposed hardware is configured to run New World applications only.*
- 2 *Hardware Installation/Configuration services not included in this hardware proposal.*

Date: 3/28/2011



Customer: Oxnard Police Department
Juan Cortes
251 South "C" Street
Oxnard, Ca 93030
805-385-7565
juan.cortes@oxnardpd.com

Applied Computer Solutions
 15260 Ventura Blvd. Suite 1420
 Sherman Oaks, Ca 91403
 P: (818)-461-3300x3304
 F: (818)-379-9794

QUOTATION #032811-AS-2

FQ v6.4.9/6.32

Item	Qty	Part #	Description	Unit Price	Extended Price
VMWare					
1)	1	VS4-ENT-PL-AK-C	VMW ENT + AK 8 CPUS INCLS VS4 ENT + 8 CPUS 1 VCTR SR STD	\$22,435.75	\$22,435.75
2)	1	VS4ENTPLAKPSSSC	PROD SNS VMW ENT + AK 8 CPUS	\$6,467.02	\$6,467.02
3)	1	VCS-STD-C-L2	VPP L2 VMW VCTR SR 4 STD VS4 INCLS ORCHESTRATOR AND LINKED MODE	\$3,991.01	\$3,991.01
4)	1	VCS-STD-P-SSS-C	PROD SNS VCTR SR 4 STD	\$1,224.02	\$1,224.02
5)	1	VC-SRM-25VM-PRO	PROMO VCENTER SITE RECOVERY MANAGER 25 VM PK	\$5,737.50	\$5,737.50
6)	1	VC-SRM-25VM-P-SSS-C	SUB SUP PROD VCTR SRM 25 VM PK	\$2,756.74	\$2,756.74
7)	2	VCHB-VCMS55-C-L2	VPP L2 VMW VCTR SR HRTBT 5.5 1 VCTR SR	\$7,986.01	\$15,972.02
8)	2	VCHB-VCMS-P-SSS-C	PROD SNS VMW VCTR SR HRTBT 1 VCTR SR	\$2,448.78	\$4,897.56
9)	260	ACS-T&M	ACS Professional Services Time and Materials. Each unit is one hour of service for either Telephone or On-Site Support during regular business hours. All after hours (before 8:30am and after 5:30pm), weekend and holiday support is Double Time. Two hour minimum on-site.	\$220.00	\$57,200.00
10)	1	Travel and Expenses	Estimated Travel and expenses for deployment	\$7,500.00	\$7,500.00
NetApp FAS3210 for Production Site					
11)	1	DS4243-1514-24S-R5-C	DSK SHLF,24x600GB,15K,3Gb SAS,IOM3,-C,R5	\$30,472.40	\$30,472.40
12)	1	FAS-V32XX-CHASSIS-R6-C	FAS/V32XX,Chassis,AC PS,-C,R6	\$0.00	\$0.00
13)	2	FAS3210A-IB-BASE-R6	FAS3210 HA System with Dual Cntrlr	\$4,200.00	\$8,400.00
14)	2	X-SFP-H10GB-CU1M-R6-C	Cisco N50XX 10GBase Copper SFP+cable,1m,-C,R6	\$32.00	\$64.00
15)	1	X5515A-R6-C	Rackmount Kit,4N2,DS14-Middle,-C,R6	\$40.00	\$40.00
16)	1	X5526A-R6-C	Rackmount Kit,4-Post,Universal,-C,R6	\$0.00	\$0.00
17)	2	X6558-R6-C	Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,2m,-C	\$50.00	\$100.00
18)	2	X6559-R6-C	Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,5m,-C	\$68.00	\$136.00
19)	1	X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	\$0.00	\$0.00

20)	2	X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C	\$0.00	\$0.00
21)	6	X800E-R6-C	Power Cable North America,-C,R6	\$0.00	\$0.00
22)	2	SW-3210A-ONTAP8-C	SW,Data ONTAP Essentials,3210A,-C	\$0.00	\$0.00
23)	2	SW-3210A-SMIRROR-C	SW,SnapMirror,3210A,-C	\$7,260.00	\$14,520.00
24)	2	SW-NFS-C	SW,NFS,-C	\$0.00	\$0.00
25)	1	DOC-32XX-C	Documents,32XX,-C	\$0.00	\$0.00
26)	1	CS-O2-4HR	SupportEdge Premium 4hr Onsite 12 Months	\$12,010.68	\$12,010.68
27)	1	DS4243-1514-24S-R5-C	NetApp FAS3210 for DR Site DSK SHLF,24x600GB,15K,3Gb SAS,IOM3,-C,R5	\$30,472.40	\$30,472.40
28)	1	FAS-V32XX-CHASSIS-R6-C	FAS/V32XX,Chassis,AC PS,-C,R6	\$0.00	\$0.00
29)	2	FAS3210A-IB-BASE-R6	FAS3210 HA System with Dual Cntrlr	\$4,200.00	\$8,400.00
30)	2	X-SFP-H10GB-CU1M-R6-C	Cisco N50XX 10GBase Copper SFP+cable,1m,-C,R6	\$32.00	\$64.00
31)	1	X5515A-R6-C	Rackmount Kit,4N2,DS14-Middle,-C,R6	\$40.00	\$40.00
32)	1	X5526A-R6-C	Rackmount Kit,4-Post,Universal,-C,R6	\$0.00	\$0.00
33)	2	X6558-R6-C	Cable,SAS Cntr-Shelf/Shelf-Shelf/HA,2m,-C	\$50.00	\$100.00
34)	2	X6559-R6-C	Cable,SAS Cntr-Shelf/Shelf-Shelf/HA,5m,-C	\$68.00	\$136.00
35)	1	X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	\$0.00	\$0.00
36)	2	X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C	\$0.00	\$0.00
37)	6	X800E-R6-C	Power Cable North America,-C,R6	\$0.00	\$0.00
38)	2	SW-3210A-ONTAP8-C	SW,Data ONTAP Essentials,3210A,-C	\$0.00	\$0.00
39)	2	SW-3210A-SMIRROR-C	SW,SnapMirror,3210A,-C	\$7,260.00	\$14,520.00
40)	2	SW-NFS-C	SW,NFS,-C	\$0.00	\$0.00
41)	1	DOC-32XX-C	Documents,32XX,-C	\$0.00	\$0.00
42)	1	CS-O2-4HR	SupportEdge Premium 4hr Onsite 12 Months	\$12,010.68	\$12,010.68

This pricing is subject to VMware and NetApp Approval

NOTE: Purchaser's execution of this quote, either by issuance of a purchase order or by signing below, creates a binding purchase contract pursuant hereto. An additional charge of 1.5% per month is accrued on delinquent balances. Attorneys' fees and costs are recoverable by the prevailing party to any litigation enforcing this Agreement. This Agreement is entered into and to be interpreted under the laws of the State of California and venue is within Orange County, California. Applicable sales tax and delivery charges are the purchaser's responsibility and will be added to this quote when invoiced. Minimum shipping charge is \$15.

Sub-Total: \$259,667.78
Sales Tax: See **NOTE
Shipping: See **NOTE
TOTAL: \$259,667.78

Offered By:

Applied Computer Solutions
Josh Wells-AS

Terms: N-30 (OAC)

Offer Expiration 30 days from Quote Date

Accepted By:

Date: _____

Title: _____ PO #: _____



Quote QT-4392/1

for: CITY OF OXNARD
Page 1 of 3

Corporate Headquarters
1200 W Mississippi Ave
Denver, CO 80223
Email: sales@pcsmobile.com

Print Date 10/19/2010
Quote Valid Date 10/30/2010 7:45 pm

Inside Sales Rep: Karen Leonard
Email: karenl@pcsmobile.com
Phone: 480-539-4590
Fax:

Customer:
CITY OF OXNARD
300 W. Third Street, Suite 302
Oxnard, CA 93030

Salesperson: Dan Allen
Email: dana@pcsmobile.com

Quote Created By: Dan Allen

Quotation

Customer	Requested By	F.O.B.	Terms	Contract
	KeithBrooks	Origination		None

Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)
1	CF-31AGBEA2M	WinXP (Win7 COA), Intel Core i5-520M 2.4GHz, vPro, 13.1" Touch XGA, 4GB(2+2), 160GB, Intel WiFi a/b/g/n, TPM, Bluetooth, GPS, Emissive Backlit Keyboard, Gobi2000, Dual Pass (Upper WWAN/Lower GPS), No Drive, Toughbook Preferred	100	4,829.50	482,950.00
2	CF-VDL02BMKB	12.1" PDRC Screen w/Touch, Emissive PDRC Backlit Keyboard, GlidePad	100	1,806.90	180,690.00
3	CF-VDM311U	DVD Multi Drive for CF-31	100	309.89	30,989.00
4	PA1580-1745	120W Power Supply for Docking Stations	100	119.95	11,995.00
5	PA1540-795	PDRC Power Supply	100	99.95	9,995.00
6	ASMTL-00332	Power Supply Brackets	200	9.50	1,900.00
7	KIT-MOUNT	Police Crown Vic with PDRC Mounting Kits	100	2,158.15	215,815.00
8	WORK-INSTALL	Onsite Installation for Police Crown Vics	100	800.00	80,000.00
9	CF-SVCLTEXT2Y	2 Year Extended Laptop Warranty (5 Years Total)	100	350.00	35,000.00
10	CF-SVCPDEXT2Y	2 Year Extended Warranty PDRC (5 Years Total Service)	100	75.00	7,500.00
11	-----		1		
12	CF-31AGBEA2M	WinXP (Win7 COA), Intel Core i5-520M 2.4GHz, vPro, 13.1" Touch XGA, 4GB(2+2), 160GB, Intel WiFi a/b/g/n, TPM, Bluetooth, GPS, Emissive Backlit Keyboard, Gobi2000, Dual Pass (Upper WWAN/Lower GPS), No Drive, Toughbook Preferred	25	4,829.50	120,737.50
13	CF-VDL02BMKB	12.1" PDRC Screen w/Touch, Emissive PDRC Backlit Keyboard, GlidePad	2	1,806.90	3,613.80
14	KIT-MOUNT	Fire Apparatus Engine Mounting Kits	20	1,213.33	24,266.60
15	KIT-MOUNT	Fire BC Vehicle with PDRC Mounting Kit	2	2,469.96	49,399.20
16	WORK-INSTALL	Onsite Installation for Fire Apparatus	20	650.00	13,000.00
17	WORK-INSTALL	Onsite Installation for Fire BC with PDRC Vehicles	2	800.00	1,600.00
18	CF-SVCLTEXT2Y	2 Year Extended Laptop Warranty (5 Years Total)	40	350.00	14,000.00
19	CF-SVCPDEXT2Y	2 Year Extended Warranty PDRC (5 Years Total Service)	2	75.00	150.00
20	CF-19RFRC66M	WinXP Tablet (Win7 COA), Intel Core i5-540UM 1.20GHz, vPro, 10.4" XGA Dual Touch, 160GB, 2GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper: WWAN/Lower:GPS), GPS, Emissive Backlit Keyboard, Gobi, No Drive, Toughbook Preferred	15	4143.00	62,145.00
21	PER-DIEM	Per Diem	1	6250.00	6,250.00
22	LCD_FEE	California LCD Recycling Fee	240	6.00	1,440.00



pcs mobile

Quote QT-4392/1

for: CITY OF OXNARD

Page 2 of 3

Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)
23	MOBILEUPS	Newmar Mobile Power UPS	125	599.00	74,875.00
24	SHIP	HEAVY WEIGHT SHIPPING	1	2,500.00	2,500.00
				Quote Sub Total	\$1,386,351.82
				Quote Total	\$1,386,351.82

Notes



Terms and Conditions

Portable Computer Systems, Inc., dba: PCS Mobile
Standard Reseller: Terms and Conditions

1. **Contract Terms.** These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.
2. **Payment.** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.
3. **Shipment.** Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.
4. **Acceptance of Products; Returns.** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.
5. **Warranties.** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.
6. **Limitation on Liability.** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.
7. **Force Majeure.** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.



Quote QT-4392/5

for: **CITY OF OXNARD**
Page 1 of 3

Corporate Headquarters
1200 W Mississippi Ave
Denver, CO 80223
Email: sales@pcsmobile.com

Print Date **10/19/2010**
Quote Valid Date **11/30/2010 7:40 am**

Inside Sales Rep: **Karen Leonard**
Email: karenl@pcsmobile.com
Phone: **480-539-4590**
Fax:

Customer:
CITY OF OXNARD
300 W. Third Street, Suite 302
Oxnard, CA 93030

Salesperson: **Dan Allen**
Email: dana@pcsmobile.com

Quote Created By: **Dan Allen**

Quotation

Customer	Requested By	F.O.B.	Terms	Contract
	KeithBrooks	Origination		None

Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)
1	090NMPMMNT1	Maintenance: Premium - 2 Year 1/1/2009 - 12/31/2011 Maintenance Covers: Includes Upgrade to 9.0 1 Mobility XE Server License 104 Device Licenses, Policy <ul style="list-style-type: none"> • 24x7 technical support • Major version upgrades • Tech notes and web-based support • Cumulative quantity discounts on additional device licenses • Patch and point releases at no additional charge • Guaranteed response times 	1	11160	11160
2	090NMXEC1	Additional Mobility XE Licenses	65	135	8775
3	090NMPXEC1	Additional Policy Licenses	65	60	3900
4	090NMPMMNT1	Maintenance: Premium - 12 Months 01/01/2011 - 12/31/2011 Maintenance Covers: 65 Device Licenses, Policy <ul style="list-style-type: none"> • 24x7 technical support • Major version upgrades • Tech notes and web-based support • Cumulative quantity discounts on additional device licenses • Patch and point releases at no additional charge • Guaranteed response times 	1	3331.25	3331.25
				Quote Sub Total	\$27166.25
				Quote Total	\$27166.25



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Quote QT-4392/5

for: CITY OF OXNARD

Page 2 of 3

Line Number	Item Number	Description/Comments	Quantity	Unit Price (\$)	Extended Price (\$)

Notes



Terms and Conditions

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Standard Reseller: Terms and Conditions**

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2. **Payment.** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.
3. **Shipment.** Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.
4. **Acceptance of Products; Returns.** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.
5. **Warranties.** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.
6. **Limitation on Liability.** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.
7. **Force Majeure.** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.



383 SOUTH CHERYL LANE
 CITY OF INDUSTRY CA 91789
 Phone: 909 451-4425
 Fax: 909 451-4489

To: NEW WORLD SYSTEMS CORPORATION
 NEW WORLD SYSTEMS CORPORATION
 888 W. BIG BEAVER #600
 TROY MI 48084
 Attn: Craig Nelson / Scott Bitoff
 Phone: 248-269-1000
 Fax: 248-269-1198
 Email: john.camp@graybar.com

Date: 05/03/2011
 Proj Name: OXNARD PD - MAY '11 UPDATE
 GB Quote #: 213014949
 Valid From: 05/03/2011
 Valid To: 06/02/2011
 Contact: JOHN CAMP
 Email: john.camp@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

- Notes:**
- ** 7 Week lead time
 - ** Prices do not include any applicable sales tax.
 - ** All shipments are made FOB-Shipping point
 - ** New World Systems is responsible for insuring that the bill of materials is correct and complete and meets the project requirements.
 - ** Order must be paid in advance.
 - ** Material must ship direct to job location.

- Graybar Assumes no responsibility for the accuracy of the material provided in the Following Quotation. It is at the responsibility of the Customer to ensure all material and quantities are correct prior to any actions taken on this quote.
- Actual lead times to be determined at time of order
- FOB shipping point
- Quoted prices valid for 30 days, except when price increases are issued by the manufacturer, and are contingent upon receipt of orders totaling at least 85% of the total quoted value.
- Any changes to this quote may result in a change to price, product availability and/or lead times.
- Lead times are approximate and based on stock conditions at time of quote.
- This is a suggested Bill of Materials based on information provided to Graybar Electric . The customer is responsible for insuring the Bill of Materials is correct and complete, and meets the project requirements. (specification sheets and other tech support available upon request).
 - Prices do not include any applicable sales tax.
 - All items are subject to prior sale.
 - All cut lengths of fiber and copper cable are non-returnable.
 - All fiber optic and high-pair count copper cable that must be ordered from the manufacturer is subject to a + or - 10% tolerance to all shipping and billing quantities.
- Any returns or cancellations of material noted as non-stock for Graybar are subject to manufacturer advance approval and restocking fees.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: NEW WORLD SYSTEMS CORPORATION
 NEW WORLD SYSTEMS CORPORATION
 888 W. BIG LEAVER RD
 TROY MI 48084

Date: 05/03/2011
 Proj Name: OXNARD PD - MAY '11 UPDATE
 GB Quote #: 213014949

Attn: Craig Nelson / Scott Pitoff

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
------	----------	----------	-------------	-------------	-------	------	------------

-This quotation replaces and voids any prior quotation issued by Graybar Electric related to this project.

- These terms & conditions are in addition to Graybar's standard terms and conditions included with this quotation.

100	1 EA	AMER. POWER	APC Symmetra PX 40kW system	See attached configuration guide for details	\$22,180.50	1	\$22,180.50
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Item Note: This item is made-to-order, and is non-cancelable and non-returnable.

200	1 EA		OUTBOUND FREIGHT	Ship from LAD to Oxnard, CA 93030	\$1,540.57	1	\$1,540.57
-----	------	--	------------------	-----------------------------------	------------	---	------------

Item Note: Ship from LAD to Oxnard, CA 93030

Includes 2 men and standard inside delivery service. Assumes destination site has a dock and is tractor trailer accessible.

Note: Freight cost of the (3) QRAC units is included in the cost of each unit.

THIS QUOTE IS FOR STANDARD DELIVERY SERVICE ONLY:

The Standard Delivery Service includes the provision for a 24 hour delivery precall, 2 person delivery, lift gate truck, inside delivery of the system to the installation location, de-palleting of unit, and disposal of packaging materials.

Other services may be requested in addition to those that are included with the Standard Delivery Service.

Special Delivery Services are frequently required for non standard inside deliveries of InfraStruXure systems (ie: rental of riggers, cranes, forklifts, flat bed truck, union labor, additional labor, etc...), are outlined below.

ADDITIONAL COSTS ARE INCURRED WHEN SPECIAL SERVICES ARE REQUIRED. IF YOU WOULD LIKE A QUOTE FOR THESE SPECIFIC SERVICES PLEASE RESPOND BACK TO THIS EMAIL. FREIGHT CHARGES WILL BE ADDED TO THE FINAL INVOICE IF THESE SERVICES ARE REQUIRED BUT NOT REQUESTED VIA THIS QUOTE PROCESS.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: NEW WORLD SYSTEMS CORPORATION
NEW WORLD SYSTEMS CORPORATION
888 W. BIG LEAVER 600
TROY MI 48084

Date:
Proj Name:
GB Quote #:

05/03/2011
OXNARD PD - MAY '11 UPDATE
213014949

Attn: Craig Nelson / Scott Itoff

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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RATES INCLUDE:

- # Transportation
- # Inside delivery
- # Unpacking and debris removal
- # Two-person delivery
 - (1 hour free for up to 2100 lbs. □
 - 2 hours free for 2100 to 5000 lbs. □
 - 3 hours free for 5000 to 8000 lbs.)

ADDITIONAL CHARGES WILL BE APPLIED IN THE FOLLOWING CASES:

- # Delivery site is inaccessible to tractor trailers
- # Delivery time is exceeded
- # Additional labor or equipment is required for delivery
- # Deliveries before 8 am or after 5 pm or weekends
- # Delivery is requested for a different day and time than originally requested

Total in USD (Tax not included): **227,727.13**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: NEW WORD SYSTEMS CORPORATION
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Terms and Conditions of sale:

1. **ACCEPTANCE OF ORDER- TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
9. **MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. **REELS** - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
12. **PAYMENT TERMS** - Payment terms shall be as stated on our invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, Mastercard, American Express and Discover credit cards are accepted at point of purchase only.

Signed:

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