

May 14, 2014

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mr. Chris Zapata
City Manager
City of San Leandro
835 E 14th Street
San Leandro, CA 94577

Dear Mr. Zapata:

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

The attached forms (Exhibit AA and Proposal Summary dated 5/14/2014) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

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

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

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

By: _____
Larry D. Leinweber, President

Date: _____

CITY OF SAN LEANDRO, CA**(Customer)**

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Approved
as to Form: _____
Authorized Signature Title

Date: _____

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

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

PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

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

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

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	\$34,500
B. IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	12,000
ONE TIME PROJECT COST:	<u>\$46,500</u>
C. TRAVEL EXPENSES (Estimate)	\$3,000

II. Payments for Licensed Standard Software and Implementation Services

<u>DESCRIPTION OF PAYMENT</u>	<u>COST</u>
A. ONE TIME PROJECT PAYMENT:	
1. Amount due upon the Effective Date (100%)	\$46,500
ONE TIME PROJECT PAYMENT:	<u>\$46,500</u>
B. TRAVEL EXPENSES (Estimate)	\$3,000
1. 1 trip is anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses. All travel costs will be billed weekly for services provided in the previous calendar week.	

III. Standard Software Maintenance Services	\$7,040
Standard Software Maintenance Agreement (SSMA) fees for the software listed on the attached proposal will be added to Customer's current SSMA fees and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with Customer's existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.	

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

CITY OF SAN LEANDRO, CA

Budgetary Proposal Summary

May 14, 2014

A. STANDARD APPLICATION SOFTWARE ^{1,2,3,4}		
ITEM	DESCRIPTION	INVESTMENT

DECISION SUPPORT SOFTWARE ^{5,6}
1. Law Enforcement Management Data Mart
 - Includes 10+ users
Dashboards for Law Enforcement

NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$44,000
LESS DEMONSTRATION SITE DISCOUNT	(9,500)

TOTAL SOFTWARE LICENSE FEE ^{7,8}	<u>\$34,500</u>
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B. IMPLEMENTATION SERVICES ⁹		
ITEM	DESCRIPTION	INVESTMENT

IMPLEMENTATION SERVICES
1. Decision Support Software Implementation Services:
 Standard Package
 - Installation of standard library components (cubes and dashboards)
 - 4 reporting cubes/dashboards for specific agency needs
 - Basic training on working with data and reporting cubes
 - Requires 1 on-site trip - remaining work will be completed remotely

TOTAL IMPLEMENTATION SERVICES	<u>\$12,000</u>
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TOTAL ONE TIME COST	<u>\$46,500</u>
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C. MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT

1. COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)
 Annual SSMA to begin at the end of the warranty period; year one cost to be prorated to run concurrently with Customer's existing SSMA.

90-Day Warranty from Date of Delivery	No Charge
Year 1 SSMA	\$7,040

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

1. TRAVEL AND LIVING EXPENSES (Estimate)
 Estimated 2 trips at \$1,500 per trip.

	\$3,000
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PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.

MSP ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Aegis products. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- ² *New World Systems' Aegis product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- ⁴ *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- ⁵ *Application may require a separate Server.*
- ⁶ *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*
- ⁷ *Prices assume that all software is licensed. Prices are quoted as preliminary estimates only and are subject to further clarification and confirmation.*
- ⁸ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- ⁹ *Travel and expenses are not included as they are billed at actual cost.*



May 14, 2014

ADDITIONAL SERVICES AGREEMENT

Mr. Chris Zapata
 City Manager
 City of San Leandro
 835 E. 14th Street
 San Leandro, CA 94577

Dear Mr. Zapata:

New World Systems is pleased to provide additional services for an ESRI v 10.2 Upgrade.

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

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

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

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
 (New World)

CITY OF SAN LEANDRO, CA
 (Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Approved
as to Form: _____
Authorized Signature Title

Date: _____

Date: _____

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

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

PRICING IS VALID THROUGH AUGUST 8, 2014.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total cost Summary: Implementation Services

<u>DESCRIPTION OF COST</u>		<u>COST</u>
A.	IMPLEMENTATION SERVICES	\$33,500
1.	ESRI AND AEGIS 11 UPGRADE SERVICES as further described in Exhibit B	\$21,000
2.	SYSTEM ASSURANCE SERVICES as further described in Exhibit B	12,500
ONE TIME PROJECT COST:		<u>\$33,500</u>

PRICING ASSUMES CONTRACT EXECUTION BY AUGUST 8, 2014.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Implementation Services

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. IMPLEMENTATION SERVICES	\$33,500
1. Amount invoiced upon the Effective Date	\$16,750
2. Amount invoiced 30 days after the Effective Date	16,750
	ONE TIME PAYMENTS: <u>\$33,500</u>

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

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

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Inventory

- (a) Supports one (1) Application Server
- (b) **65** Mobile Clients
- (c) **20** CAD Clients

2. Service Fees and Travel Costs

Support services for ESRI 10.2 include:

- (a) ESRI Component Upgrade to 10.2 (See attached SOW.)
- (b) Implementation Plan
- (c) Up to three days of remote Aegis 11 upgrade assistance
- (d) Test and Production environments (requires downtime)

The upgrade support services are typically performed remotely from **New World** national headquarters in Troy, Michigan but may be provided at **Customer's** premises. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

Additional support services provided by **New World** outside the scope of this Agreement will be provided at the **Customer's** daily rate in effect at that time, currently \$1,320 per day.

2. Hardware Quality Assurance Service

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

a) **Hardware Quality Assurance Services (Standard Environment):**

Hardware Systems Assurance and Software Installation:

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Support SQL Server and Apply Updates
- Support 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



San Leandro, CA

Aegis System Assurance Server Migration

Goal:

The goal of this project is to complete a server migration that moves the Customer's Aegis application suite on to a new set of Microsoft Windows servers (production and test) utilizing the Windows 2008 (R2) Server Operating System and SQL Server 2008 (R2).

At the start of this project the current servers will be using a release of the Aegis software at version 9 or higher.

This project will be successfully completed once the Aegis Application suite has been migrated from the current server configuration to the new server set, the Aegis Suite upgraded to version 11 and the ESRI components migrated to the ESRI 10.1 SP1 release.

Customer Responsibilities:

1. Provide all required hardware components for the build of a dual host high availability virtual environment. (New World Systems will install.)
2. Provide all required software licenses for the build of a dual host high availability virtual environment. (New World Systems will install.)
3. Arc Editor 9.3.1 installed and available on a client including ArcMap and ArcCatalogue.
4. Arc Editor 10.1 SP1 installed and available on a client including ArcMap and ArcCatalogue. (Required for Aegis 11 upgrade.)
5. Provide adequate IT/networking staff to assist on-site and remote resources assigned to this project.
6. Provide adequate staff to test application functionality of new servers and upgrades prior to go-live.
7. Implement and test all virus protection and back-up strategies for virtual and host systems.
8. Provide end user communications regarding project and system impact related to overall system performance and downtime.
9. Meet or exceed NWS storage area network (SAN) requirements for the proposed environment (if any).
10. NWS local area network (LAN) requirements must include static IP addresses for all servers.
11. Provide a Lantronix device for serial cable connection to a virtual server (E911, Toner Encoder, etc.)
12. Inform NWS Project Manager if the current Aegis configuration includes:
 - CAD AVL Playback
 - Any Custom Geo rules for address verification.
 - The Aegis Civil module
 - The Aegis permits module
13. Identify if test environment is to be built using production databases and Filestorage directory or existing test databases and Filestorage directory.
14. Assistance with client upgrades for Aegis MSP and Mobile

New World Systems Responsibilities – Infrastructure Build:

1. Build out virtual high availability environment including the installation of all supporting hardware components, host servers and creation of all required virtual servers.

2. Install Windows 2008 Server (R2) with all service packs and critical updates installed for each virtual server.
3. Install eight virtual servers according to the identified operating system requirements and meeting or exceeding the hardware specifications:

Application Server

- 4 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (File Storage)
- Windows Server 2008 (R2) - Standard Edition, 64-Bit

Database Server

- 4 vCPUs
- 12GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (SQL)
- Windows Server 2008 (R2) - Standard Edition, 64-Bit
- SQL Server 2008 (R2) - Standard Edition, 64-Bit

GIS Server (Pending ESRI 10.1 Release)

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 (R2) - Standard Edition, 64-Bit

Enterprise Security Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 (R2) - Standard Edition, 64-Bit
- SQL Server 2008 Client Tools

Mobile 9 Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 (R2) - Standard Edition, 64-Bit

Aegis Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (File Storage)
- Windows Server 2008 (R2) - Standard Edition, 64-Bit

Mobile Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 (R2) - Standard Edition, 64-Bit

VMware vCenter Management Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 (R2) - Standard Edition, 64-Bit

New World Systems Responsibilities - Deployment

1. Install SQL Server 2008 application.
2. Install Aegis server components.
3. Install and configure ESRI components.
4. Migrate GIS/Mapping data components.
5. Migrate database components.
6. Configure Aegis server to operate with database components.
7. Build duplicate environment as test server.
8. Build production Mobile Management Server.
9. Build test Mobile Management Server.
10. Go-live support for transition to new production server.
11. Commitment to follow New World Systems best practices for the implementation of application.

New World Systems Responsibilities - Documentation

New World Systems will provide a standard set of pre and post trip documentation for this project. The purpose of this documentation is to outline the following:

1. Planned activities for on-site installation as detailed in pre-trip report.
2. Overall project activities completed as detailed in post-trip report.
3. Server configurations as detailed in post trip report.

Agency specific system administrative and operation processes will be reviewed with system administrators. Required documentation for administration and operation of this system will be generated during this overview as a collaborative effort.

NOTES:

1. Server migrations are typically completed over multiple weeks with a gap in between build and go-live to provide Customer with a system testing window. Total project time from start to finish is typically between four and six weeks. The server migration activity will occur prior to the Aegis 11 deployment.
2. ESRI 10.1 SP1 server components will be available with the release of the Aegis 11 suite. Installation of these components will take one to two days to complete and this installation must be coordinated with the customer's deployment of the Aegis 11 suite.

3. Final migration to place new servers into production is scheduled to occur on a Monday or Tuesday.
4. Typical Server migrations do not include Aegis application upgrades. In this case, New World Systems will upgrade the Aegis application to release 10.1 at the same time as the migration is completed.
5. MSP server builds can be completed as either on-site or remote activity depending on the complexity of the system and Customer's direction. In this case, New World Systems will be completing the infrastructure build on-site and the remainder of this engagement remotely.

Overall effort:

It is expected that this type of project will require 19 days of dedicated effort by three or four employees of New World Systems as well as project management services to coordinate and manage project activity.

The customer will need to have technical resources available during New World System's engagement on this project. These resources will not have to be directly involved with every activity performed by New World Systems but their assistance may be required to continue to move the project forward as situations require.

Customer staff will be required to participate in all administrative overview and training sessions required for knowledge transfer of the system. During these sessions required administrative and operational procedures for the system should be documented by Customer team in collaboration with New World Systems staff.

Tentative Plan of Schedule Activity:

The tentative order of events for this project includes:

1. Virtual System Build (New World Systems)
 - SAN
 - Single Host server
 - i. Install Host OS
 - ii. Deploy required virtual servers
2. Installation of core servers including Aegis production and Aegis test server(New World Systems)
 - Installation of Aegis MSP servers
 - Installation of SQL server
 - Copy of Data
3. Installation of Mobile Management servers for test and production(New World Systems)
 - Compatible version of Mobile for installed Aegis MSP release
4. Interface Configuration(New World Systems)
5. Customer Test(Customer)
 - Confirm functionality and stability of servers
6. Go-live data migration preparation (New World Systems)
 - Initial File Storage move
7. Go-live (two to four hours downtime) (New World Systems)
 - Data Migration
 - i. Move database
 - ii. Final File Storage move

- Final Interface configuration
- Upgrade to Aegis 10.1
- 8. Post go-live support(New World Systems)
 - Review configuration with customer
 - For new environment only
- 9. Aegis 11 Upgrade(Customer/New World Systems)
 - Aegis application upgrade(Customer)
 - ESRI component deployment on ESRI 10.1 SP1 (New World Systems)

There is a three hour time difference between customer and New World System location. Time sensitive events on the day of go-live and during the Aegis 11 upgrade will require a coordination of efforts between all parties to maintain a schedule with minimal downtime for users.

Completion:

The project will be deemed complete upon

- New Servers using the Windows 2008 (R2) Operating System deployed in production and test environments for Mobile and MSP
- Overview provided by the New World Systems technical team
- Aegis 11 and ESRI 10.1 SP1 components are deployed on the Customer's test and production system

Notes:

- The Aegis 11 upgrade will include a migration to the ESRI 10.1 SP1 embedded components. The Customer, in conjunction with New World Systems must schedule and complete the Aegis 11 upgrade at the same time as the installation of the ESRI 10.1 SP1 components.
- Customer is currently running a mixed Mobile environment with Mobile 7 and Mobile 9 in operation. With this migration, Mobile 7 will not be moved into the new environment or upgraded to the Aegis suite 10 release.
- At the start of this project the current servers will be using a release of the Aegis software at version 9 or higher.