



February 16, 2005

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

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 San Leandro, California, a municipal corporation with limited powers ("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 ALICENSED STANDARD SOFTWARE AND FEES
- Exhibit B.....INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES
- Exhibit C STANDARD SOFTWARE MAINTENANCE AGREEMENT
- Exhibit DNON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
- Exhibit E..... DEMONSTRATION SITE DISCOUNT
- Exhibit F..... CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS/
MODIFICATIONS AND/OR CUSTOM SOFTWARE
- Exhibit GESCROW OF SOFTWARE SOURCE CODE
- Exhibit H SOFTWARE PERFORMANCE TEST CRITERIA
- Exhibit I..... ACCEPTANCE TESTING
- Exhibit J STATEMENT OF WORK
- Appendix 1 AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF
COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES
- Appendix 2 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.

IN WITNESS WHEREOF, City has caused these presents to be executed by its officers, thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

CITY OF SAN LEANDRO
A Municipal Corporation

NEW WORLD SYSTEMS CORPORATION

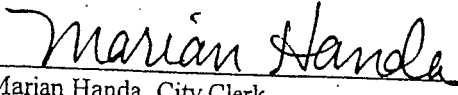
By: 
John J. Jermianis, City Manager

By: 
Larry D. Leinweber, President

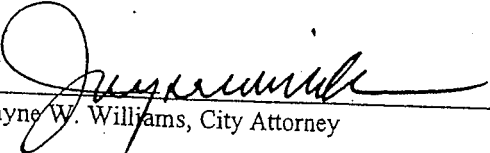
Date: 3/8/05

Date: 02-17-05

Attest:


Marian Handa, City Clerk

Approved as to Form:


Jayne W. Williams, City Attorney

Approved as to Fiscal Authority:


Jesse Baloca, Finance Director

Account No. 210-38-122

This Agreement shall become effective when the City Council of the City of San Leandro has approved the Agreement with New World.

I. DEFINITIONS. The following terms as defined below are used throughout this Agreement:

1. **"Licensed Standard Software":**
The current version of New World standard and development application software package(s) (in machine readable code and, if applicable, the related source code) listed on Exhibit A. "Development Software" is standard application software currently under development by New World which, if applicable, will be completed and delivered to Customer as Licensed Standard Software during the term of this Agreement.
2. **"Upgrades":**
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement.
3. **"Licensed Custom Software":**
Any software (programs or portions of programs) developed by New World specifically for Customer's own use.
4. **"Licensed Software":**
The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.
5. **"Licensed Documentation":**
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
6. **"Authorized Copies":**
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
 - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by New World under this Agreement; and
 - (ii) any additional copies made by Customer as authorized in Section II, subparagraph 1.2.
7. **"Licensed Products":**
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
8. **"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 execution of this Agreement, Customer shall notify New World of the name of the Customer Liaison.
9. **"SSMA":**
The New World Standard Software Maintenance Agreement as set forth in Exhibit C.
10. **"Computer":**
The single MSP Server(s), to be located at:
*City of San Leandro
901 E. 14th Street
San Leandro, CA 94577*
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 execution of this Agreement, 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.
11. **"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.
12. **"An Authorized User"**
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 actively logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.

II. GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

- 1.1 New World grants Customer a nontransferable and nonexclusive 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 by an authorized user. 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 off-site away from Customer's premises as specified in the Definitions so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy,

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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 lay outs;
- (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 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 For a warranty period beginning on installation of Licensed Standard Software and ending on September 30, 2006 and during the term of **Customer's** SSMA (see Exhibit C), **New World** provides software correction service and maintenance for the Licensed Standard Software. See Exhibit C for a description of the services available, the applicable fees and procedures, and the SSMA start date.

4.0 WARRANTIES

- 4.1 **New World** warrants 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 that it possesses the necessary intellectual rights to license to **Customer** the Licensed 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, **NEW WORLD** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, ITS MERCHANTABILITY, ITS 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, the related components

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and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

- 6.2 **Customer** agrees to provide the management coordination and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.
- 6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
- (i) provide timely answers to **New World's** requests for information;
 - (ii) coordinate a mutually agreeable 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; exclusive of additional financial obligations which requires approval from City Council.
 - (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 back up 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 USER 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 no more than 10% annually, 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.
- 7.2 If **Customer** wishes to add additional authorized users beyond the number(s) specified on Exhibit A, **Customer** agrees to pay the additional user fees at the then current user-based prices in effect. SSMA fees shall be increased according to the upgraded user-based charges on the next annual billing date after the additional authorized users are added. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified users.
- 7.3 **Customer** shall notify **New World** if additional authorized users need to be added to access the Licensed Software and will pay the additional authorized user 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 **Customer**, an exemption certificate must be submitted to **New World**.

8.0 NON-RECRUITMENT OF PERSONNEL

- 8.1 During the term of this Agreement and for thirty-six (36) months thereafter, 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, including The California Public Records Act, Government Code Section 6250, et. Seq., each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information other than for the benefit of that party. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization.

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 liability for damages, regardless of form of action, is limited to the recovery of direct damages up to the Exhibit A Licensed Standard Software fees paid to New World.
- 10.3 In no event shall New World be liable for any damages relating to Customer's failure to perform its responsibilities or for loss of use, revenue or profits, or for any incidental or consequential damages, even if New World has been advised of the possibility of such damages. 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 and/or consequential 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 of 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 will 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 \$500,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$500,000 for each accident; and in an amount not less than \$500,000 on account for each accident for damage to property.

14.0 DISPUTE RESOLUTION PROCEDURE

14.1 Except for matters which relate to prompt payment, or which are enforceable by injunction and/or other equitable remedies, or are related to the employee, confidentiality and/or non-disclosure paragraphs (paragraph 9.0 and its subparagraphs therein), any dispute or controversy arising out of or relating to this agreement, or breach thereof, shall be settled by the following procedure.

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), the parties shall enter into a series of management meetings for the purpose of resolving the dispute or controversy through normal business management practices. The series of meetings, consisting of not less than three face-to face meetings, must be held between upper-level managers of both Customer and New World. Both parties agree to put forth their best efforts in these meetings. The first meeting shall be held at Customer's offices and subsequent meetings will alternate between New World and Customer's offices. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1-procedure to resolve the dispute.

Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Customer and New World shall enter into a mediation process. The mediation process is defined as follows:

The parties shall select a mediator from the American Mediation Association list to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The meetings shall be held within Alameda County, or such other place mutually agreed to by the parties. At the meetings, each party may present materials and/or arguments to the mediator.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in a Federal Court within Alameda County, providing federal jurisdictional requirements apply. Each party shall bear the cost of their own legal expenses if Level 3 is used.

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 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 at Customer's discretion;

- (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.
- 15.2 **By New World**: If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:
 - (i) The termination notice shall define the reason for termination;
 - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have thirty (30) business days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
 - (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles -- including the reassignment of personnel if necessary to improve the working relationship;
 - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination under subparagraph 15.1, **Customer** shall return to **New World** all copies of each application of Licensed Software and related Licensed Documentation provided to **Customer** under this **Agreement**.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 PATENT AND TRADEMARK INDEMNIFICATION

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

17.0 NOTICES

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the 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 INDEMNIFICATION

- 18.1 For purposes of personal injury or property damage only, and excluding any injury or damage related to the use of **New World's** Licensed Products, **New World** agrees to protect, indemnify and hold harmless the **Customer** and its respective officers, employees and agents from and against all claims, actions and suits, and will defend the **Customer** and its respective officers, employees and agents, at his/her own cost and at no cost to the **Customer**, in any suit, action or claim, including appeals, for

personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from the negligent or malicious acts of New World or of New World's employees. These indemnification provisions are for the protection of the Customer and its respective officers, employees and agents only and shall not establish, of itself, any liability to third parties.

19.0 *GENERAL*

- 19.1 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.**
- 19.2 This **Agreement** is governed by the laws of the State of California and it shall be binding on the successors and assigns of the parties. Following completion of Level 1 and Level 2 of the Dispute Resolution process from Section 14.0, venue for all litigation relative to the formation, interpretation and performance of this **Agreement** shall be the federal courts in Alameda County or the Northern District of California, so long as there is a basis for federal jurisdiction.
- 19.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 19.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment of fees may be brought within one (1) year of the date of the payment was due.
- 19.5 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.

[M:\2004RFP\CAISANLEANDRO\License Agreement r5.doc]

EXHIBIT A
FOR LICENSED STANDARD SOFTWARE AND FEES

A. License Fee for LICENSED STANDARD SOFTWARE and DOCUMENTATION selected by CUSTOMER^{1,2,3}:

<u>Application Package</u>	<u>Cost</u>
<u>CAD</u>	
1. Aegis/MSP Single Jurisdiction Law Enforcement Computer Aided Dispatch	\$92,000
- CAD Messaging	
- Call Scheduling	
- Call Stacking	
- Dispatch Questionnaire	
- Geo-File Verification	
- Hazard and Location Alerts	
- Interface to Aegis/MSP LE Records	
- Note Pads	
- Unit Control Panel	
- Unit Recommendations	
2. Additional Aegis/MSP Software for Computer Aided Dispatch ⁴	
- Briefing Notes (includes BOLOs)	11,000
- CAD Mapping	11,000
3. Aegis/MSP Third Party CAD Interface Software ⁴	
- E-911 Interface ⁵	11,000
SUB-TOTAL CAD MODULES	
125,000	
<u>LAW ENFORCEMENT RECORDS</u>	
4. Aegis/MSP Single Jurisdiction Base Law Enforcement Records	92,000
- Accidents	
- Arrest	
- Business Registry	
- Case Processing	
- Computer Aided Investigations	
- Federal Reports (UCR/IBR)	
- Geo-File Verification	
- Impounded Vehicles	
- Incident Tracking	
- Jacket Processing	
- Personnel/Education	
- Property	
- Traffic Tickets and Citations	
- Wants and Warrants	

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Exhibit A/LICENSED STANDARD SOFTWARE AND FEES

Page 2

5. Aegis/MSP Federal and State Compliance Reporting for LE Records	10,000
- Federal UCR/IBR	
6. Additional Aegis/MSP Software for Law Enforcement Records	
- Alarm Tracking and Billing	10,000
- Case Management	10,000
- Field Investigations	10,000
-Gang Tracking	15,000
- Orders of Protection	15,000
- Pawn Shops	10,000
- Property Room Bar Coding	10,000

SUB-TOTAL RECORDS MODULES

182,000

CORRECTIONS

7. Aegis/MSP Corrections Management Software Base Package	92,000
- Aegis/MSP LE Records Interface	
- Bookings	
- Custody Tracking	
- Inmate Classification	
- Inmate Property Tracking	
- Inmate Tracking and Processing	
8. Aegis/MSP Federal & State Compliance Reporting for Corrections	11,000
- Federal and State Corrections Reporting	
- FBI Fingerprint Card (cut form)	
- State Fingerprint Card	
9. Aegis/MSP Third Party Corrections Interface Software ⁴	
- Identix/Visionics (DBI) Interface	10,000

SUB-TOTAL CORRECTIONS MODULES

113,000

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ADDITIONAL PUBLIC SAFETY SOFTWARE

10.	Aegis/MSP Public Safety State/NCIC Interface Software ⁶	
	- Aegis/MSP State/NCIC Interface	17,000
	- On-Line CAD Interface to State/NCIC	11,000
	- On-Line Global Subjects Interface to State/NCIC	11,000
	- On-Line Property Checks Interface to State/NCIC	11,000
11.	Aegis/MSP Redundancy	
	Base with One Application	11,000
	- Second Application	10,000
	- Third Application	10,000
12.	Aegis/MSP Data Analysis/Crime Mapping/Management Reporting	
	- Base with One Application	30,000
	- Second Application	8,000
13.	Aegis/MSP Imaging Software	
	- Public Safety Line Ups/Mug Shots ⁷	29,000
	- Digital Imaging ⁸	

SUB-TOTAL ADDITIONAL PUBLIC SAFETY SOFTWARE MODULES 148,000

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MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000⁹

14. Base Message Switch to State/NCIC (51-100 users)	80,000
- 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 (51-100 users)	13,000
- Mobile Upload Software (51-100 users) ¹⁰	35,000
- AVL Interface (51-100 users) ¹¹	13,000

MOBILE SOFTWARE ON THE MSP Server

16. Aegis® Mobile Integration Software	
- MDT/MCT Base CAD/RMS Interface (51-100 users)	11,000
- AVL CAD Interface (51-100 users) ¹¹	13,000

MOBILE MANAGEMENT SERVER

17. Aegis/MSP Mobile Management Server Software (51-100 users)	
- Base CAD/NCIC/Messaging	N/C
- Field Reporting	13,000
- Field Reporting Data Merge	3,500
- AVL Mapping	12,000

CLIENT SOFTWARE¹²

18. Aegis® Mobile Unit Software (65 Units)			
LE State/NCIC via Switch ⁶	\$500	ea.	\$32,500
LE CAD via Switch	\$750	ea.	48,750
LE Field Reporting (Federal Standards)	\$1,000	ea.	65,000
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.	13,000

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Exhibit A/LICENSED STANDARD SOFTWARE AND FEES
Page 5

LE Accident Field Reporting	\$500	ea.	32,500	
The following New World Report is included:				
- Accident (1 form)				
LE Accident Field Reporting Compliance	\$200	ea.	13,000	
Mobile Upload of Field Reports	\$600	ea.	39,000	
Drivers License Mag Strip Reader Interface ¹³	\$200	ea.	13,000	
In-car Mapping (Planned Release Q2/2005)	\$600	ea.	39,000	
Mugshot Image Download	\$200	ea.	13,000	
Subtotal	\$4,750	ea.	308,750	
Less Laptop Software Volume Discount of 25%			<u>-77,188</u>	
TOTAL LAPTOP SOFTWARE				231,563
SUB-TOTAL MOBILE MODULES			-425,063	

NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$993,063
LESS DEMONSTRATION SITE DISCOUNT	(277,660)
SITE LICENSE FOR UP TO 300 USERS (EXCEPT MOBILE)	200,000
TOTAL SOFTWARE LICENSE FEE ^{14,15}	<u>\$915,403</u>

Note: A Site License is included for this application. This Site License entitles the City to 300 authorized users for the Standard Software listed in Exhibit A, except authorized for users of the Mobile Software to include, Field Reporting software and Mobile Client software. The Site License for 300 authorized users is only available to the affiliated Public Safety agencies within San Leandro, California.

New World also affirms the following:

1. The storage media containing the Licensed Software will be free from defects in materials and workmanship.
2. Other than for managing Customer's number of authorized users, that neither the Licensed Software, including subsequent release, updates, versions and/or enhancements, contain any virus, time bomb mechanism or other software or code that can disable or adversely affect any and all of the Program or destroy any data or other software on Licensee's systems.

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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 2000 Server and SQL Server 2000 are required for the Application and Database Server(s).*
- 2 *New World Systems MSP product requires Microsoft Windows 2000 Server and SQL Server 2000 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- 3 *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- 4 *Does not include any required third party hardware or software unless specified in Section C of this proposal.*
- 5 *May require a "Serial-to-Ethernet" converter for multiple PSAPs (not included in this proposal).*
- 6 *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- 7 *Requires Pentium PC, Twain 32 Compliant Digital Freeze Frame Video Camera or Digital Camera supplied by Customer.*
- 8 *Requires Pentium PC, Twain 32 Compliant flatbed scanner supplied by Customer.*
- 9 *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11 and Electrocom Mobile Communication solutions only.*
- 10 *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 sixty (60) days of this Agreement being executed.*
- 11 *Requires 3rd party GPS hardware.*
- 12 *Budgeting estimate for laptops: \$8,000 for ruggedized includes laptop, external modem mounted in vehicle and mounts; \$3,000 for standard includes laptop, external modem mounted in vehicle and mounts. Pricing estimates do not include installation of mounts.*
- 13 *Customer must provide magnetic stripe encoding format for Operator's License. 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.*

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Exhibit A/LICENSED STANDARD SOFTWARE AND FEES

Page 7

B. License Fee Payment Schedule for Licensed Standard Software and Documentation

1. DOWN PAYMENT (35% of the total Exhibit A cost - Invoiced upon receipt of signed <i>Standard Software License and Services Agreement</i>)	\$320,391
2. DELIVERY PAYMENT (35% of each application cost - Invoiced as each Exhibit A Licensed Standard Software package is delivered to Customer)	\$320,391
3. ACCEPTANCE TEST PAYMENT (15% of each application cost - Invoiced as each Exhibit A Licensed Standard Software package complete Acceptance as Defined in Exhibit J, Level 1)	\$137,311
4. FINAL PAYMENT (15% of each application cost - Invoiced as each Exhibit A Licensed Standard Software package complete Acceptance as Defined in Exhibit J, Level 2)	\$137,310
TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE	<u>\$915,403</u>

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

PRICING VALID THROUGH APRIL 22, 2005.

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EXHIBIT B
PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

1. Project Management Services

New World shall act as Project Manager to assist Customer's management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with Customer's management and the Customer liaison. Project Management Services include:

- (a) a summary level Implementation plan;
- (b) a detail level Implementation plan;
- (c) revised Implementation plans (if required);
- (d) monthly project status reports; and
- (e) Project Status meetings
 - a project review (kickoff) meeting at Customer's location
 - progress status meeting(s) will occur during implementation via telephone conference or at Customer's location; and
 - a project close out meeting at Customer's location to conclude the project.
- (f) New World Consultation with other vendors or third parties.

To implement the Exhibit A applications, the project management fee will be \$80,000.

2. Prime Contractor Services:

New World has proposed prime contractor services of \$15,000 to include: Sole Point of Contact between other third party vendors (subcontractors); coordination of subcontractors; overall project system integration services; contract management administration.

3. Training and Installation Support Hours Recommended

Allocating adequate support service hours for each application of Licensed Standard Software listed on Exhibit A is not only recommended but also is critical for a successful installation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, 1,300 hours of New World installation and training support services have been allocated. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out of pocket costs and lost revenues. The recommended installation and training support services include:

- (a) Installation of each package of Licensed Standard Software; and
- (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, training and installation support services are 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).

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

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4. Interface Installation Service Fees

A flat rate fee is charged for the installation of selected interfaces on Exhibit A. This fee does not include hardware and/or third party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If on-site installation and training is required Customer will be responsible for the actual travel costs. Installation includes the following interfaces with these corresponding fees.

(a)	Operating System Assurance (anticipates two software installation trips)	\$7,000
(b)	911 Interface	\$2,000
(c)	Redundancy	\$8,000
(d)	Indentix	\$3,000
(e)	State/NCIC	\$6,000
(f)	New World Mug Shots/Imaging	\$3,000
(g)	GEO File Implementation	<u>\$3,000</u>
	TOTAL	\$32,000

New World's implementation services are to assist and train customers in preparing the Geo-files for use with the MSP software. The Customer is responsible to provide at the very least a centerline street file with specific data requirements. (The required street data can be found in the MSP Mapping Requirements document.) If Customer has other map layers New World will review and assist in making these files compatible. If Customer does not provide other map layers, New World will work with Customer to create these layers. Customer is responsible for having clear boundaries laid out for map layers.

5. Support Service Fees Estimate

The 1,300 hours of training and installation support services cost has been calculated using a rate of \$120 per hour. Additional services are also available at the rate of \$120 per hour. This rate is protected for two years from the date New World executes this Agreement. After two years, Customer shall pay the then-current hourly rate for all Exhibit B support services rendered.

Based on the services suggested above, the Project Management, Training and Installation Support Service, Prime Contractor Services and Interface Installation Service cost will be a total of \$283,000. (Plus all actual and reasonable travel expenses incurred by New World divided proportionately between all New World customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per Customer visit.)

6. Additional Services Available

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

- (a) Additional software training;
- (b) Tailoring of Licensed Standard Software by New World technical staff and/or consultation with New World technical staff;
- (c) New World Consultation with other vendors or third parties;
- (d) Modifying the Licensed Standard Software;
- (e) Designing and programming Custom Software;
- (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 procedure mutually agreed upon by Customer and New World).

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

Page 3

7. Payments for Prime Contractor Services

Prime Contractor Services will be billed as follows:

- 50% of the total amount is due upon Agreement being signed. \$7,500
 - 50% of each Interface amount is due upon final Acceptance. \$7,500
- Total Due: \$15,000

8. Payments for Project Management Services

Project Management Services will be billed as follows:

Day 10 after Agreement Signed	\$ 24,000
45 Days after Completion of Master File Build Training	\$ 24,000
Completion of Level 1 Acceptance as defined in Exhibit J	\$ 24,000
Upon Project Completion or 365 days	\$ <u>8,000</u>
after Agreement signed, whichever comes first	
Total:	\$ <u>80,000</u>

9. Payments for Interface Installation Services

Interface Installation Services will be billed as follows:

- 50% of the total amount is due upon Agreement being signed. \$16,000
 - 50% of each Interface amount is due upon completion of the individual installation and Customer's acceptance that each interface is operational. \$16,000
- Total Due: \$32,000

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

All hours for training and installation support services and all travel costs will be billed weekly for services provided in the previous calendar week. Customer will pay all weekly invoices within 60 days.

Note: Any taxes imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

ALL PAYMENTS ARE DUE SIXTY (60) DAYS FROM RECEIPT OF INVOICE.

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EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (**New World**) and **City of San Leandro, California (Customer)** sets forth the standard software maintenance support services provided by **New World**.

1. **Service Period**

This SSMA shall remain in effect for a period of five (5) years beginning on September 1, 2006 (the start date) and ending on the same calendar date five (5) years after the start date. Upon software delivery, Licensed Standard Software installation shall not be delayed more than 30 days from computer's availability for use.

2. **Services Included**

The following services or features are available under this SSMA:

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

Items a, b, and c above will be distributed to **Customer** on magnetic media or other means, as appropriate. After installation, **Customer** shall return any magnetic media to **New World**. Returns are not required for CD-ROM based media.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B has a description of support services available.

3. **Maintenance for Modified Licensed Standard Software and Custom Software**

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

4. **Billing**

Maintenance costs will be billed per Section 7 of this Exhibit C. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week and are due according to the Exhibit B payment terms.)

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Exhibit C/STANDARD SOFTWARE MAINTENANCE AGREEMENT

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5. **Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA as it is installed at **Customer's** location. 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 three hundred sixty five (365) day warranty period or during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer Liaison**. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. (See paragraph 4.0 of the General Terms and Conditions of this Agreement for the **New World** warranties provided). A non-warranty request is handled as a billable Request for Service (RFS) (see Exhibit B).

During the term of this Standard Software Maintenance Agreement, **New World** will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the **Customer's** determination of the severity of the Error, Defect or Malfunction and **New World's** reasonable analysis of the priority of the Error, Defect or Malfunction.

- (a) Priority 1: An Error, Defect or Malfunction which renders the CAD Licensed Standard Software inoperative; or causes the Software to fail catastrophically.

After initial assessment of the Error, Defect or Malfunction by a **New World** Call Center analyst, if required, **New World** will assign a qualified product technical specialist(s) with 3 hours, to diagnose and correct the Error, Defect or Malfunction. **New World** will provide ongoing efforts and communication about the status of the correction.

- (b) Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Software, but does not prohibit the **Customer's** use of the Licensed Standard Software.

New World will exercise all commercially reasonable efforts to include a Fix or patch for the Error, Defect or Malfunction in the next Software maintenance release, which are normally provided every 30 – 60 days.

- (c) Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Licensed Standard Software.

New World may include a Fix or Patch in the next Licensed Standard Software major release.

Customer may contact the following **New World** resources for management level issue resolution escalation:

Aegis Product Manager, currently Erin Fleming
General Manager of Aegis Development, currently Mike Newsom
Vice President of Aegis Operations, currently Mark Dvorak

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.

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Exhibit C/STANDARD SOFTWARE MAINTENANCE AGREEMENT

Page 3

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

New World agrees to provide software maintenance at the costs listed below for the following New World Licensed Standard Software packages installed at Customer's location:

<u>Application Package</u>	<u>Number of Modules</u>
1. <i>Aegis/MSP</i> Single Jurisdiction Law Enforcement Computer Aided Dispatch	10
2. Additional <i>Aegis/MSP</i> Software for Computer Aided Dispatch	2
3. <i>Aegis/MSP</i> Third Party CAD Interface Software	1
4. <i>Aegis/MSP</i> Single Jurisdiction Base Law Enforcement Records	14
5. <i>Aegis/MSP</i> Federal and State Compliance Reporting for LE Records	1
6. Additional <i>Aegis/MSP</i> Software for Law Enforcement Records	7
7. <i>Aegis/MSP</i> Corrections Management Software Base Package	6
8. <i>Aegis/MSP</i> Federal and State Compliance Reporting for Corrections	3
8. <i>Aegis/MSP</i> Third Party Corrections Interface Software	1
9. <i>Aegis/MSP</i> Public Safety State/NCIC Interface Software	4
10. <i>Aegis/MSP</i> Redundancy	3
11. <i>Aegis/MSP</i> Data Analysis/Crime Mapping/Management Reporting	2
12. <i>Aegis/MSP</i> Imaging Software	2
13. Base Message Switch to State/NCIC	2
14. Additional <i>Aegis</i> Software for RS/6000 Message Switch	3
15. <i>Aegis</i> Mobile Integration Software	2
16. <i>Aegis</i> Mobile Management Server Software	4
17. <i>Aegis</i> Mobile Unit Software	10

TOTAL LIST COST: \$ 1,193,063

ANNUAL MAINTENANCE COST:
(5-Year Plan, billed as follows:)

For warranty period to 08-31-06 – No charge

From 09-01-06 to 08-31-07 - \$158,890 – pre-pay upon execution of Agreement

From 09-01-07 to 08-31-08 - \$168,821 – payment due on 9/01/06

From 09-01-08 to 08-31-09 - \$178,751 – payment due on 09-01-08

From 09-01-09 to 08-31-10 - \$188,682 – payment due on 09-01-09

From 09-01-10 to 08-31-11 - \$198,613 – payment due on 09-01-09

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

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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 San Leandro
Customer Name

Located at: 901 E. 14th Street
San Leandro, CA 94577

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:
 - Program Libraries, whether source code or object code;
 - Operating Control Language;
 - Test or Sample Files;
 - Program Listings;
 - Record Layouts;
 - All written confidential or proprietary information originating from New World including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - All New World Product Bulletins and/or other New World Product related materials.

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

3. The undersigned agree(s) that this Agreement may be enforced by injunction in addition to any other appropriate remedies available to New World. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to Customer under the *Standard Software License and Service Agreement* between Customer and New World.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved By New World Systems Corp.

By: _____

Title: _____

Date: _____

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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 after system acceptance has been completed and will be scheduled to minimize the interruption to Customer's operations. New World will provide Customer reasonable notice for preparation.

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

A. **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 B-2a procedure below.

CAPABILITIES INCLUDED IN FIXED COST UNDER B-4a BELOW

1. **Enhancements/Modifications to Exhibit A Software**
 - a. **General Systems Requirement #53**
For tables such as incidents, names, warrants, arrests and such, the system must track the date/time and login of the person who added the records, and the date/time and login of the person who last modified the record. To be included as part of a future release.
 - b. **Process Requirement #177 (All) (\$6,600):**
Ability for system to keep an audit trail of workflow and work queue activity for a case/report.
 - c. **Process Requirement #759 (Patrol) (\$8,800):**
Ability to affix differently designed icons and different colored icons to crime locations. The differences in shape and color would allow the viewer to see not only the physical patters of different types of crime but also to place those crimes in patters based on time of occurrence.
 - d. **Process Requirement #765 (Patrol) (\$6,600):**
Ability to display pin maps in layers that may be turned on and off to allow for consideration of inter-related activities and landmarks.
 - e. **LERMS messaging additional functionality that will send a message to the assigned detective when a case is changed or additional reports are added to the case (\$16,800).**
 - f. **Briefing Summary Enhancements: Allow briefing summaries to be retrieved by summary type as well as by time of summary creation. Show display of all officers on duty. (\$11,200)**
 - g. **NCIC Query – display associated unit/CFS in NCIC response grid. This enhancement would automatically insert the unit/CFS on outbound NCIC queries. (\$0)**
 - h. **Booking Card. Include person who posted bond on booking card and print possessions receipt at time of intake and release; with signature block for inmate to sign. (\$5,600)**
 - i. **Career Criminal / Registrant automatic interface/check with Identix system that will send offender information from Aegis/MSP to the Identix system. (\$5,600)**

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Exhibit F/CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS AND/OR CUSTOM SOFTWARE

Page 2

- j. CAD. Add unit radio number to USCP grid, verify that it is alphanumeric and permit changes in unit radio number to take place at any time during shift. Unit radio numbers can be changed via the CAD command line (\$8,400)
- k. Add ability to view booking information from with RMS. Create a new drill down inquiry button to the arrest screen that will launch RMS quick booking detail screen to automatically display the associated booking data. (\$5,600)
- l. Allow mobile units to retrieve RMS arrest number from the Global Subject Activity & Booking Record. (\$5,600)
- m. Alarms Billing: When billing an individual or location that has a master jacket file in the RMS system, retrieve the master jacket file address and auto-populate the billing address for the alarm invoice. (\$1,120)
- n. Allow each user to customize the software navigation bar to appear in alphabetic order. (\$1,120)
- o. Field Reporting: Provide post RMS merge review level for processing supplemental reports allowing an intermediary step for supplement reports to be reviewed/audited by a supervisor prior to being appended to the case record. (\$16,800)
- p. CAD: Ability to use the command line to dispatch units by Unit Radio number. (\$19,600). (Other workarounds may be suggested prior to making this modification)

2. Custom Software

- a. CRIMS Interface (\$15,000):
One-way Interface. Countywide Regional Information Sharing. JAVA application compatible with both Oracle and SQL.
With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
- b. E-Cars Interface (\$15,000):
One-way Interface. Upload of PPD-defined data to the Department of Justice's Criminal Justice Statistics Center.
With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
- c. CABS Interface (\$15,000):
With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
- d. JUVIS Interface (\$15,000):
With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

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Exhibit F/CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS AND/OR CUSTOM SOFTWARE

Page 3

- e. CORPUS Interface (\$30,000 Estimated) (Costs not to exceed \$45,000)
Two-way real-time interface.
With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
- f. Telestaff Interface (\$15,000):
With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
- g. Alameda County Warrant System Interface (AWS) (\$30,000 Estimated)
(Costs not to exceed \$45,000)
Two-way real-time interface.
With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

B. METHODOLOGY TO PROVIDE ENHANCEMENTS AND/OR CUSTOM SOFTWARE

1. Definition of New World Responsibility

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

- Review of required features with Customer. Only items identified in Paragraph A above will be provided in this implementation plan.
- Preparation of Software Specifications Design Document (SSDD) to include:
 - menu samples
 - screen samples
 - report samples
- Programming and programming test
- On-site training, testing, and/or other support services using Exhibit B rates and fees.

For modification requiring over 50 hours of work, New World utilizes a design document procedure (see B-2a 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.

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Exhibit F/CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS AND/OR CUSTOM SOFTWARE

Page 4

2. Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
a. Complete Design Review or RFS Procedure with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
b. New World submits first draft of SSDD or RFS.	To be determined
c. SSDD or RFS acceptance and sign-off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing).	To be determined
d. New World completes programming from SSDD or RFS and provides modified software to Customer.	To be determined
e. Software Modification Acceptance Test	To be determined

3. CUSTOMER RESPONSIBILITY

Customer's responsibilities are additionally defined in Section II, paragraph 6.0 of the General Terms and Conditions of this Agreement. All Customer requested changes after design sign-off must be documented by Customer and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

4. COST AND PAYMENT FOR MODIFICATIONS

(a) The cost for the enhancements and/or custom software is to be paid as follows:

- 50% on execution of Agreement	\$127,220
- 50% on installation of enhancements and/or custom software and Customer's acceptance that each modification is completed.	<u>\$127,220</u>
- Total Exhibit F Cost	<u>\$254,440</u>

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

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EXHIBIT G
ESCROW OF SOFTWARE SOURCE CODE

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'). The one time Set-up fee will be \$3,000. The Annual Administrative Fee for the first 12 months after contract signing will be \$1,000. Subsequent year's Annual Administrative Fees will not increase more than 5% over the previous year's Fee.

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

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

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

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EXHIBIT H
SOFTWARE PERFORMANCE TEST CRITERIA

New World represents that the Exhibit A Licensed Standard Software will provide satisfactory performance to satisfy the current processing requirements of Customer. Customer shall procure the Computer Server equipment specified by New World in Appendix B of the Statement of Work. This representation is conditioned on current master file sizes, current transaction volumes, including E911 calls, with no more than 15% increase in volume, and reasonable history retention requirements. It is also conditioned upon Customer's agreement not to add other applications in addition to those listed on Exhibit A, and not to use any third party software products or hardware in a way that impacts software performance. This representation is further conditioned upon Customer balancing the computer system properly, including but not limited to, backups, file purges, tuning the system as required, and/or any other items that may impact performance.

Satisfactory performance is defined as average response time of 2 seconds or less in over 90% of the standard non-CAD input or inquiry transactions during any measured four hour period; plus an average response time of 5 seconds or less in over 98% of the standard non-CAD input or inquiry transactions during any measured four hour period. Satisfactory performance for CAD is defined as average response time of 2 seconds or less in over 98% of the standard CAD input or inquiry transactions during any measured four hour period. Running reports, doing complex inquiries, or using data retrieval tools, do not count as standard input or inquiry transactions. Given the above definition, should the Exhibit A software not perform satisfactorily, then Customer shall notify New World in writing and give New World 30 days to determine if the unsatisfactory performance is related to New World products or is related to other factors not part of the New World software (see examples above). New World shall have unrestricted access to the Computer during the 30-day correction period and shall be able to make any adjustments necessary to improve system performance. New World shall document adjustments made and notify Customer in writing of the adjustments. If requested by Customer, and using Exhibit B support services, New World shall train Customer on how to make adjustments. After 30 days, if the system performance has not improved, and should the unsatisfactory performance be attributable to the New World software, then New World shall provide additional computer capacities at New World's cost to improve the performance. The additional computer capacities will be added in a timely fashion but not later than 60 days of the 30-day correction period ending. Any Computer equipment provided to the Customer under this provision shall become the property of Customer.

For purposes of this software performance section, any New World time involved in selecting equipment, interfacing software or hardware, tuning or balancing the system, resolving problems, and/or other activities performed on Customer's behalf to initially start up or improve hardware or software performance will be performed using Exhibit B support service guidelines and fees.

As defined above, when given written notice of software performance deficiencies by Customer, New World has a 30-day correction period to evaluate the alleged deficiencies. Customer will be billed for the time spent during the 30-day correction period if New World can document and demonstrate that the deficiencies are not due to the Exhibit A software. If New World's evaluation of the alleged deficiencies result in a New World recommendation for additional computer equipment as stated above, then the Customer will not be billed for New World's time evaluating the performance deficiencies.

The software performance representation set forth in this Exhibit expires on September 1, 2008.

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EXHIBIT I
ACCEPTANCE TESTING

Two levels of acceptance for the Licensed Standard Software are required. They are further defined as follows.

Level 1: Application Acceptance Testing for Licensed Standard Software

Acceptance Testing for each application of the Licensed Standard Software on Exhibit A will be scheduled at least 15 days prior to the scheduled go live date, but no later than 180 days after the Licensed Standard Software is installed on Customer's Computer. Using Exhibit B support service hours, and with the applicable software specifications from "Section 4: Functional Requirements" of New World's RFP Response Dated August 31, 2004, to Customer's RFP #43145 serving as a general guideline for testing, New World will review and test the applications on Exhibit A with Customer. Acceptance testing at this time will be completed before Customer has gone "live" on the application. If the demonstration or acceptance of a specification is restricted due to a lack of hardware, non-New World software, or Customer test data, the restricted specification shall not cause acceptance to be withheld. To complete application Acceptance testing on a timely basis, Customer agrees to provide the requisite resources to complete the acceptance test procedure. If Customer unreasonably delays the completion of the test procedure beyond 180 days from software installation, then successful application acceptance shall be deemed to have occurred for the Licensed Standard Software on the 181st day after the installation date, and the application acceptance payments from Exhibit A are due. Modifications identified as required to go live will be included in the Acceptance Test process.

All accepted applications for Level 1 will be billed at 15% of the cost defined in Exhibit A. If an application fails to substantially meet the relevant specifications from Exhibit G, Customer shall notify New World in writing of the individual specifications not accepted. New World shall then provide the specification by the next scheduled acceptance test, or provide an acceptable alternative approach to Customer within 30 days of receiving Customer's list of unacceptable specifications. If Customer has not licensed the software on Exhibit A to meet a functional specification as described in Section 4: of Customer's RFP, then that specification shall not apply to the acceptance test procedure.

Level 2: Final Acceptance Payment

When 45 calendar days have passed from the time when any three of the four following Exhibit A applications are in daily "live operational use" by Customer, then the Final Acceptance Payment from Exhibit A is due.

- X Aegis Combined Law Enforcement/Fire/EMS CAD
- X Aegis Law Enforcement Records Software Base Package
- X Aegis Mobile
- X Aegis Correction

If one year has passed from the date of software installation and Customer is not live on the above applications, the final acceptance payment is also due. The one year final payment does not apply if any two of the above four applications cannot be used by Customer in a "live mode" due to a substantial documented deficiency that was not addressed by New World under the application acceptance test process described above.

Live operational use is defined as a period of time where the Exhibit A CAD software is available for use 99% of the time in a consecutive 30 day period. During the 45 day period for Acceptance Level 2 to occur, if the CAD software is not available for use 99% of the time for a consecutive 30 day period, the 30 day clock resets, and the 45 day acceptance period is extended until a successful 30 day period occurs. Only unscheduled downtime for CAD shall be taken into consideration for the 99% calculation. Any downtime planned or unplanned, that is brought about by Customer and/or third party (i.e. hardware/software) reasons shall be excluded from the downtime calculation for CAD during a 30 day evaluation period.

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Exhibit J
STATEMENT OF WORK (SOW)

PREPARED FOR:
**CITY OF SAN LEANDRO, CALIFORNIA
PUBLIC SAFETY PROJECT**

PREPARED BY:
NEW WORLD SYSTEMS

February 16, 2005

The information in this document shall not be disclosed outside of New World Systems (New World) and/or Customer organizations and shall not be duplicated, or used in whole or in part for any purpose other than to complete the project. This does not limit the right of Customer or New World to use information contained in the document if it is obtained from another source without restriction. Changes to this document in any way could affect the deliverables and subsequently alter the schedule and cost of this project.

Statement of Work (SOW)

This Statement of Work (SOW) defines the work being agreed to New World by the City of San Leandro, California (Customer) for the Public Safety system described in New World's proposal and license agreements.

Changes to this SOW will be processed in accordance with the procedure described in Change Order Procedure in Appendix A. The investigation and the implementation of changes may result in modifications to the Project Schedule, Costs, or other terms of this SOW.

The following are incorporated in and made part of this SOW:

- Appendix A. Change Order Procedure
- Appendix B. Hardware and System Software Requirements
- Appendix C. Monthly Project Management Status Report
- Appendix D. Map Requirement Documents

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1.0 Project Scope

The objective of this project is to implement New World Systems' Aegis/LE Records, Computer Aided Dispatch, Corrections, Mobile, Field Reporting, and AVL software at the City. The scope of the project includes:

- Procuring and installing necessary hardware, system software, and network components.
- Installing the Aegis/MSP Licensed software specified in proposal.
- Deliver interfaces as specified.
- Training selected Customer staff on the technical use of the software, including:
 - Daily Operations
 - Tuning and performance management
 - Back-up and recovery
 - Reporting
 - Problem resolution
- Training the Customer staff on generating reports to support their business needs.
- Converting CAD/RMS and Corrections data and importing it into the Aegis/MSP data bases, as needed.
- Training Customer sworn and civilian staff on the business use of the software.
- Implementing the software for productive use as specified in the acceptance criteria.
- Providing assistance in reviewing and testing of applications during the "live operational use".

1.1 Key Assumptions

This SOW and New World's costs to perform the SOW are based on the following key assumptions:

1. Customer has analyzed the licensed New World software, as represented, and has determined that it meets its functional and business requirements.
2. Little or no customization or modification requirements for the Aegis application have been defined as of the date of this SOW, except as defined in response.
3. Work will be performed at Customer and/or New World's project offices and will be performed during normal business hours, except when both parties agree otherwise.
4. The project assumes the deployment, implementation, and production use 'go-live' on the current major version of the Aegis applications.
5. New World may enter into subcontract agreements with Third Parties for performance of any part of New World's duties or obligations, provided that in no event shall the existence of a subcontractor operate to release or reduce the liability of New World to the Customer for any breach in the performance of New World's duties or obligations. New World will act as prime contractor between other third party vendors listed in the RFP response.
6. New World's Senior PM will be on site at least twice per calendar quarter. New World's Project Manager will be on site as needed.
7. Customer shall provide the management effort and staff commitment required to fulfill their responsibilities under the agreement. Customer shall also provide adequate work space for New World personnel when they are on site. Customer also agrees to provide the training facilities and equipment required (e.g., space and computers to train at least ten people concurrently).

Changes will be managed through the project Change Order Procedure described in Appendix A.

2.0 Project Organization

The success of this project is predicated upon the mutual coordinated efforts of both organizations with the overall management being jointly directed by the New World Project Manager and the Customer Project Manager.

New World Staff

New World agrees to provide the designated qualified personnel ("Designated Personnel") to perform the Services defined within this Scope of Work. Designated Personnel will remain assigned to the project until the conclusion of 'Go-Live' support; subject to continued employment with New World and exclusive of personal emergencies beyond the control of New World.

New World will staff the project with the following designated personnel (subject to change).

Executive Sponsors:

Mark Dvorak Vice President of Aegis Professional Services
Mark is the executive New World Manager for Professional Services and Support over all Aegis projects. Mark will stay actively involved in the project implementation and may attend several on-site project status meetings.

Jeff Sanders Director of Western Operations
Jeff and his team of Project Managers and Trainers are responsible for the implementation of the Customer project. Jeff will be active in the project implementation and scheduling of resources. Jeff will have direct contact on a regular basis with the Customer Project Manager to ensure the highest level of satisfaction during project implementation.

Sales Support / Customer Liaison

Paul Bazzano Regional Vice President
Paul is responsible for the customer liaison during and after the sales process. Paul will stay actively connected with the project and will be included on all project communications.

Darien Kusler Regional Territory Manager
Darien is responsible for the customer liaison during and after the sales process. Darien will stay actively connected with the project and will be included on all project communications.

Customer

Customer will staff the project with the following personnel:

Customer Project Manager (TBD)

Responsibilities include:

- Primary contact for the NWS Project Manager.
- Review monthly billable and implementation schedule.
- Review and approve implementation schedule.
- Communicate and inform high level management of project progress, issues, and process changes.
- Conduct management briefings.
- Approve project scope changes.
- Manage scheduling.

System Administrator (TBD)

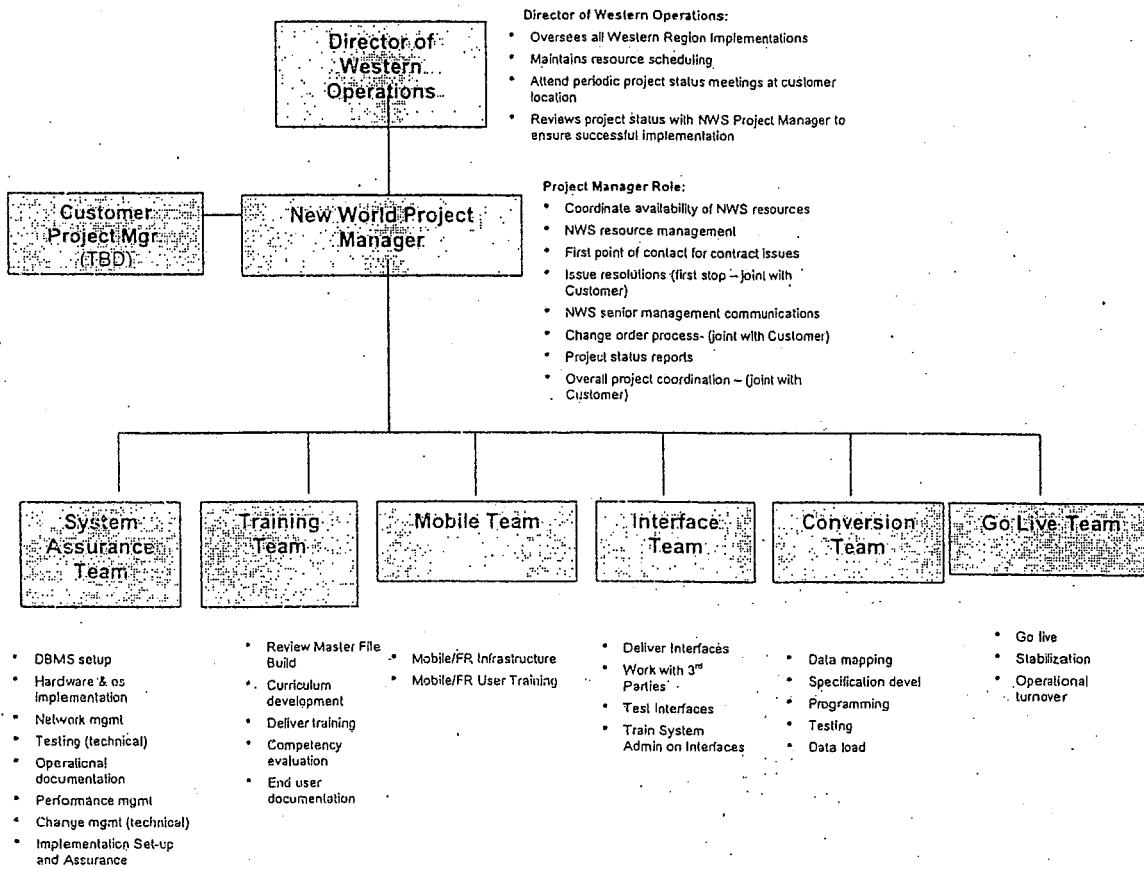
Responsibilities include:

- Design and implement network connectivity.

- Design and implement backup system.
- On-going system support.

2.1 Project Staff Organizational Chart

New World Organizational Chart



3.0 Project Activities

This section describes each of the major activities included in the project plan; indicates the purpose of the activity and the specific responsibilities of NWS and Customer as appropriate.

3.1 Project Management

Objective

To establish and maintain a framework for the execution of the project's communication, reporting, procedural and contractual activities. It includes managing the project's resources, monitoring and adjusting the project schedule, managing issues, reporting on project progress to the Customer Project Manager, and performing other activities necessary to ensure the successful completion of the project.

New World Responsibilities

New World Systems will assign a Project Manager who will coordinate the activities of the implementation effort. The Project Manager's responsibilities will include documenting, monitoring and managing the project in accordance with the agreed to Implementation Plan. A senior level Operations Director will also be assigned to oversee, assist and support the Project Manager where necessary. As part of this activity, New World will:

- Assign a Project Manager who will work with the Customer Project Manager to coordinate the activities of the New World resources on the project team. These meetings may be in person or via conference call.
- Meet with the Customer Project Manager to discuss this SOW and any Change Control Procedure needed (refer to Appendix A. Change Order Procedure).
- Review New World project work plans at the start of the contract. Work with the Customer Project Manager to evaluate project progress on a regular basis to measure progress against established project work plans and schedules.
- Attend status meetings with the Customer Project Manager. These meetings may be in person or via conference call.
- Monitor and track the progress of the Implementation responsibilities in this SOW.
- Administer or assist in the Change Order Procedure in coordination with the Customer Project Manager.
- Provide written status reports to the Customer Project Manager as required.
- Schedule and manage New World resources.
- Maintain an "Issue Tracking Report".

New World Deliverables

New World will provide the following deliverables:

- Project status reports.

Customer Responsibilities

Customer will assign a Project Manager to be responsible for the day-to-day management of the project, and to provide direction to all resources. The Project Manager will ensure that New World complies with their contractual obligations, ensure that Customer provides adequate resources to the project, manage the overall project plan, and report regularly to the San Leandro Police Department Management Team on project progress and issues. Additional responsibilities include:

- Meet with the New World Project Manager on a regular basis to report project status. These meetings may be in person or via conference call.
- Meet with the New World Project Manager to discuss this SOW and the Change Order Procedure needed (refer to Appendix A. Change Order Procedure).
- Review the responsibilities of all parties.
- Work with the New World Project Manager to evaluate project progress for New World responsibilities against established project work plans and schedules on a weekly basis.

- Attend status meetings with the New World Project Managers. These meetings may be in person or via conference call.
- Monitor and track the progress of the Implementation responsibilities in this SOW. Report any discrepancies (Issue Tracking Report process) to the New World Project Manager in a timely manner.
- Administer the Change Order Procedure in coordination with the New World Project Manager
- Manage, direct and coordinate Customer resources in order to fulfill Customer's assigned project duties, including but not limited to the following:
 - Resolve deviations from project plans, which may be caused by Customer.
 - Disseminate project-training schedules and ensure attendance of Customer personnel in scheduled training sessions.
 - Ensure that personnel whose subject matter expertise is critical to the completion of the project are made available to New World as required. The personnel required will be identified during the project-planning phase.
 - Provide suitable office space, office supplies, furniture, telephone and other facilities, equivalent to those provided to Customer project team, for New World Project Managers while working on Customer premises.
 - Provide to New World all necessary machine time, related services, and supplies required for support of the project tasks in this SOW.
 - Provide adequate training facilities, space for up to 10 students plus up to two instructors (unless agreed to otherwise), and the required equipment.
 - Security:
 - Be responsible for the implementation of controls on application access and use, and security for stored data.

Customer Deliverables

Customer will provide the following deliverables:

- Project status reports.

3.2 User Training

Objective

To ensure that Customer personnel can effectively use the Aegis software to accomplish their job requirements. The work includes developing curriculum and training materials, delivering training, and ascertaining competency to use the software. The training provided will equip the Customer's designated users (who participate in New World provided training & education) to reasonably transition their normal operations to the New World software.

New World Responsibilities

New World Systems will be responsible for:

New World will provide, to the designated users of the Customer, appropriate application training, classroom education and training materials necessary in accordance with the implementation plan. The training/education/materials provided will address the proper use and operation of the Aegis software.

- Provide course descriptions, lesson plans and a training schedule for each job function; Sworn officer, Records Clerk, Dispatcher, etc.
- Tailor user training for each module of the proposed software to Customer's intended use (i.e. omit training for unused features and ensure complete review of planned functionality).
- Provide each student with his or her own training manual.
- Maintain a class roster of all attendees for each training session.
- Following each scheduled training session, New World instructors will give each student a skills assessment test to determine if the training objectives have been met. Test results are documented and retained for evaluation following each session.

- New World Project Manager will keep the Customer Project Manager posted on any identified issues with any student who is not meeting the learning objectives, or not attending scheduled sessions.
- Refresher training will be provided following the "go live" date as noted in Exhibit B of the Standard Software License and Services Agreement. The purpose of this training will be to provide an abbreviated "user training" that covers all functionality and user commands.
- Provide year round training available through published course dates. Typically, these training classes are held in New World Systems corporate offices in Troy, Michigan.
- Adjust curriculum to include policy and procedure changes required as a result of business process changes.

New World Deliverables

New World Systems will provide the following deliverables:

- Lesson Plans, user manuals, and other training materials as required.
- Class roster with each training session.
- Report to Customer Project Manager on any issues relating to students not meeting learning objectives.
- Pre trip report indicating what will be accomplished during onsite activities.
- Post trip report indicating what was accomplished during onsite activities.

Customer Responsibilities

Customer will be responsible for:

- Make available those Customer employees who will receive New World application training and ensure they participate and complete the assigned tasks.
- Provide Customer personnel who are to be trained with sufficient time to complete scheduled training, to use the licensed software and to interpret the output.
- Provide reasonable training facilities and the required equipment to conduct education classes of up to 10 students led by up to two instructors, unless agreed to otherwise.
- Make available to Customer personnel a training facility to complete education assignments, application testing, and to conduct user practice.
- Review and acknowledge pre trip reports indicating upcoming scheduled onsite activities.
- Review and acknowledge post trip reports indicating what was accomplished during onsite activities.
- Plan for addressing issues relating to students not meeting learning objectives and/or not attending sessions.

Customer Deliverables

Customer will provide the following deliverables:

- Class roster of who will attend each training session before session begins.
- Suitable training facility and equipment.

3.3 Implementation Setup and Assurance

Objective:

To evaluate and configure the Customer MSP Servers and Clients to insure compatibility with New World MSP applications. Evaluate the Customer network environment for compatibility with New World MSP applications. Install and test MSP applications on Servers and Clients. Install and test remote connectivity for support, establish maintenance plans, instruct on installation of MSP applications.

New World Responsibilities

New World Systems will be responsible for:

- Evaluate, configure and setup (as necessary) Primary Application Server Hardware.
- Evaluate, configure and setup (as necessary) Database Server Hardware.
- Evaluate, configure and setup (as necessary) Training/Test Server.
- Evaluate, configure and setup (as necessary) Redundant Server Hardware.

- Install and configure (as necessary) Windows 2000 Server Operating System on Server(s).
- Install and configure Microsoft SQL Server 2000 on Database Server and Training/Test Server, working with Customer.
- Installation of Aegis MSP Software Application on Server(s).
- Configure Remote Connectivity. Either Windows 2000 Remote Access Server or VPN connectivity. Working with New World Team at corporate office to setup VPN, establish process and procedure, and test for on-going product support.
- Evaluate, configure and setup one Client workstation while transferring knowledge to customer representative. Assist Customer with installation of remaining client workstations.
- Establish and review backup procedures – software, frequency, and at least one recovery test.
- Train System Administrator on implementing and managing on-going daily database backup procedures as defined.
- System Administrator training on the Aegis MSP Application Server.
- System Administrator training on the Aegis MSP Database Server.
- System Administrator training on the Aegis MSP Client/Workstations.
- System Administrator training on remote connectivity.

New World Deliverables

New World Systems will provide the following deliverables:

- MSP applications to Customer for installation.
- Documentation on Client and Server configurations:
 - Operating System version, service pack levels, security-related patches, and the configuration for each machine.
 - SQL Server configuration (including CAL settings)
- Certification on New World System.

Customer Responsibilities

Customer will be responsible for:

- Purchase, Install and Test Application Server, Database Server, Training/Test Server and Redundant Server.
- Install OS on Application Server, Database Server, Training/Test Server and Redundant Server.
- Ensure MSP Servers meet New World's specifications in Appendix B.
- Ensure MSP Servers and Clients are ready for New World personnel to come on-site for configuration, testing and installation procedures.
- Make available appropriate personnel to work on Servers and Client hardware
- Install Client software.
- Install and test communications of MSP servers on network.

Customer Deliverables

Customer will provide the following deliverables:

- Notify New World when MSP servers and Clients are ready for Systems Assurance on-site activities
- Obtain and verify Daily and Monthly Volumes (Calls for Service, Incidents, Cases, etc) one time for implementation setup activities. Number of dispatch positions are also recorded.
- Documentation on Client and Server configuration:
 - Machine Names, IP Addresses, Processors (number, type, and speed) Memory, etc.
 - Third-party software inventory for each machine.

3.4 GEO File Implementation

Objective

To implement a working geofile using existing Customer map files.

New World Responsibilities

New World Systems will be responsible for:

- Assess current map files for compliance to NWS requirements.
- Assist in creating beats/polygons.

New World Deliverables

New World Systems will provide the following deliverables:

- Document deficiencies and/or necessary changes.
- Draw required polygon layers if they were not provided by the Customer (ORI, Beat, Quadrant, EMSORI, District – based on the number of agency types that are dispatched for).

Customer Responsibilities

Customer will be responsible for:

- Provide centerline street layer to NWS.
- Providing boundary data or polygon map layers for required polygon layers (ORI, Beat, Quadrant, District - based on the number of agency types that are dispatched for).
- Provide GIS assistance to make corrections to map data.
- Assist New World in creating polygon map layers if they do not currently exist.
- Install final map on server.

Customer Deliverables

Customer will provide the following deliverables:

- Provide centerline street layer to NWS.
- Provide required polygon layers OR Provide hard copy detailed maps depicting required layers. (ORI, Beat, FireORI, Quadrant, EMSORI, District - based on the number of agency types that are dispatched for). Hard copy maps must have clear boundaries drawn, legible streets and must show all boundaries. Typically one map per polygon layer should be provided.
- Draw required polygon layers (ORI, Beat, Quadrant, District - based on the number of agency types that are dispatched for).

3.5 Master File Configuration

Objective

To train Customer Master File Build Team on general system and administrative MSP application functions. Train on file, table and validations sets creation. Create master tables for each application.

New World Responsibilities

New World Systems will be responsible for:

- Train Build Team on general system and administrative MSP application functions for each application: CAD, RMS, Mobile, Field Reporting, and Corrections.
- Provide on site guidance to Customer in the process of building tables, files, and validations sets for each MSP application.
- Follow up training session to complete, test and evaluate table, file, and validation sets.
- Determine potential problems with table, file and validation sets set up that need correction prior to going live with MSP applications.
- Evaluation of table, file and validation sets set up.
- Provide assistance and recommendations on correcting potential problems with Master File set up.
- Set expectation of time to complete this task.

New World Deliverables

New World Systems will provide the following deliverables:

- Training sessions for table, file and validation sets set up.
- Provide check list of potential problems with Master Files that need correction prior to going live on MSP applications.
- Provide documentation.

Customer Responsibilities

Customer will be responsible for:

- Provide necessary personnel to complete Master File Configuration set up within expected time frame.
- Provide reasonable training facilities and the required equipment to conduct education classes of up to 10 students (unless agreed to otherwise).
- Progress report to New World Project Manager.

Customer Deliverables

Customer will provide the following deliverables:

- Completed Master Files.

3.6 Data Conversion

Objective

To convert Customer's current data files to the New World MSP applications where possible.

New World Responsibilities

The New World conversion team will work with Customer directly or through the New World Project Manager to answer questions, explain the conversion process, propose a schedule, and set the proper expectations. In addition, New World will be responsible for:

- Mapping the files sent by Customer to their corresponding New World files and fields.
- Providing the data element cross reference and conversion assumptions for Customer review and approval.
- Programming and testing file conversions.
- Delivering conversion programs to Customer.
- Running data conversion programs on Customer's computer.
- Returning Customer's data type.
- Run conversion test on Customer's system.
- Install and run final conversion programs on Customer's system.

New World Deliverables

New World Systems will provide the following deliverables:

- Report showing mapping of files and fields of current system to MSP.
- Return Customer's data tape.
- Converted data.

Customer Responsibilities

Customer will appoint a qualified contact that is familiar with the system being converted and can make decisions on conversion issues. In addition, Customer will be responsible for:

- Providing file layouts of all files to be converted.
- Providing a definition of all data elements.
- Providing a detailed description of all codes used and cross-reference to New World tables to be used.
- Delivering current data files to New World.
- Running a test database at Customer facilities.
- Customer Project Manager must be available to answer questions and to make decisions on conversion rules and issues.
- Approval of file and field mapping.

- Send sample of data in appropriate format to New World for conversion testing.
- Approve test conversion process from test data conversion results.
- Inform New World Project Manager and the New World Conversion team of issues found during the test run of data conversion.
- Assist New World in installing and running final conversion programs on MSP database servers.

Customer Deliverables

Customer will provide the following deliverables:

- Send file layouts and data element definition to New World Conversion Team.
- Cross reference of current system and MSP application code tables.
- Sign-off on Conversion.

3.7 Interface Installation

Objective

To install working interfaces.

New World Responsibilities

New World Systems will be responsible for:

- Installation of Interfaces.
- Test and verify interfaces.

New World Deliverables

New World Systems will provide the following deliverables:

- Interfaces that function as per the contract.

Customer Responsibilities

Customer will be responsible for:

- E911 interface: Provide vendor contact information and data file structure to New World.
 - Provide connection from E911 equipment to CAD sever.
- State/NCIC interface: Provide State CLETS contact information.
 - Provide NCIC CLETS formatting requirement for returns.
- On-line CAD Interface: Advise with formatting return information, screen building.
- Assistance with installing interfaces where appropriate.
- Connection from E911 system to CAD Server.

Customer Deliverables

Customer will provide the following deliverables:

- Contact information for State/NCIC person.
- Data stream formats for State/NCIC returns.

3.8 Acceptance Testing

Objective:

New World Responsibilities

New World Systems will be responsible for:

- New World Project Management will participate with designated San Leandro staff to complete the Acceptance Testing procedure.
- New World will review applications during user training.

- New World Project Manager will work with San Leandro Project Manager to address all issues during Acceptance Testing Procedure.
- Review San Leandro Acceptance Testing Procedure.

New World Deliverables

New World Systems will provide the following deliverables:

- New World Project Management, using hours from Exhibit B, will participate, assist, test, and evaluate the Licensed Software to meet Acceptance as defined in Exhibit I.
- New World will track and report all reported issues to resolution.
- Provide Warranty Support.

Customer Responsibilities

Customer will be responsible for:

- Develop an Acceptance Testing Plan that will match requirements as outlined in Exhibit I.
- Documenting and reporting all issues that appear not to meet Acceptance Testing.
- Load data, conduct data review, evaluate test results.

Customer Deliverables

Customer will provide the following deliverables:

- Provide New World with an Acceptance Testing sign-off document (e.g. letter from the Customer Project Manager).

3.9 Field Reporting Tailoring and Setup

Objective:

To complete the Field Reporting set-up (software, hardware and form building) in preparation for user training.

New World Responsibilities

New World Systems will be responsible for:

- Establish Server connectivity to network.
- Install Field Reporting Server.
- Establish Message Switch/Network/Server connectivity for Upload.
- Install Field Reporting software on Server.
- Initiate the Client upload of DB tables.
- Install Field Reporting software on a Client (in Station), train Customer to install remaining clients.
- Instruct Customer on screen designs.
- Instruct Customer on mandatory input fields.
- Review Customer build screens and assist with alterations.
- Complete software install of server and client.

New World Deliverables

- Provide training.

Customer Responsibilities

Customer will be responsible for:

- Provide appropriate staff to work with New World during the initial set up.
- Attend training on how to build Customer specific Field Reporting screens.
- Each student will be required to have their own terminal during training.
- Build additional Build Screens.
- Provide Training facility and required equipment.
- Set-up Training environment (FR terminals for students).
- Complete installation of Field Reporting software on clients.

Customer Deliverables

Customer will provide the following deliverables:

- Complete the FR forms.

3.10 Mobile Tailoring and Setup**Objective:**

To complete the State/NCIC/CAD/RMS Mobile set-up.

New World Responsibilities

New World Systems will be responsible for:

- Establish Message Switch connectivity to local network and CAD.
- Establish Message Switch connectivity to the State/NCIC.
- Establish Message Switch connectivity to the Wireless infrastructure.
- Install Mobile software on Client.
- Instruct Customer on screen design recommendations.
- Instruct Customer on mandatory input fields.
- Train the Trainer on the Client product (if necessary).
- Train the Administrator on the Message switch.
- Assist Customer in the development of screens.

New World Deliverables

New World Systems will provide the following deliverables:

- Complete software install on Message Switch and client.
- Build State/NCIC/CAD/RMS inquiry Screens.
- Provide training.

Customer Responsibilities

Customer will be responsible for:

- Provide appropriate staff to work with New World during the initial set up.
- Provide State/NCIC connection to local network.
- Provide Infrastructure connection to local network.
- Provide CAD/RMS connection to local network.
- Provide State required ORIs for Mobile units.
- Provide phone modem connection for Message Switch.
- Provide Mobile units and modems.
- Provide list of users and units.
- Identify Project Manager.
- Identify Message Switch Systems Manager.
- Attend training.
- Each student will be required to have their own terminal during training.
- Install Client components.
- Provide Training facility and required equipment.
- Set-up Training environment (terminals for students).

Customer Deliverables

Customer will provide the following deliverables:

- Customer to build screens.

3.11 Live Operational Use

Objective

To have Customer using the Licensed Software to assist in performing the day-to-day operations. New World and Customer will work together to determine a Go-Live date and time.

New World Responsibilities

New World Systems will be responsible for:

- Provide appropriate on site staffing during live operations (go-live).
- Provide support during Live Operational Use.
- Work with Customer in clarifying issues.
- Contact Customer personnel in a timely manner and respond to any software defects as reported to New World.
- Connect via remote connectivity, mutually agreed upon by Customer and New World, for diagnosis and possible Software defect correction, as needed.
- Recommend corrective measures (e.g. Table Corrections).

New World Deliverables

New World Systems will provide the following deliverables:

- Operational turnover to New World Customer Care team.

Customer Responsibilities

Customer will be responsible for:

- To report to New World any suspected software defect.
- To have Customer Go-Live Team available prior to and during Go-Live.

Customer Deliverables

Customer will provide the following deliverables:

- Retest affected application following correction and report to New World Support the results.
- Operational turnover from New World.

4.0 Progress Reporting

Objective:

To ensure that all personnel involved are kept informed of the project's progress, schedule, and identified issues.

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

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

Appendix A. Change Order Procedure

Either party may request changes to the SOW at any time. Since a change may affect costs, schedule, or other terms of the Agreement for this SOW, the NWS Project Manager and Customer's Project Manager must approve each change in writing before amending the SOW and implementing the change.

This procedure will be used by New World and the Customer to control changes to the SOW and changes to any previously approved deliverables.

- All Change Order Requests (COR) will be submitted in writing. The COR will describe the change and include whatever rationale and/or estimated effect the change will have on the SOW. The COR form will outline costs, effort and time requirement of each proposed change.
- The New World and the Customer Project Manager, as appropriate, will review and assess the proposed change. It is then accepted or rejected for submission to the other party. If rejected, the COR is returned to the originator, along with documented reasons for the rejection.
- The New World and the Customer Project Manager will evaluate the merits of the proposed change and approve it or reject it. Approval of a COR for investigation by both parties constitutes authorization of the amount proposed by New World to investigate and estimate the COR. Appropriate staff work will take place at this time. Effect on the price, estimated schedule, or other terms of the Agreement for this SOW will be determined. The change will then be approved or disapproved for implementation.

Approved changes will be incorporated into the SOW through written change authorizations (change orders), as appropriate. A sample **Change Order Request Form** is included:

Appendix A. Change Order Procedure (Continued)

CHANGE ORDER REQUEST FORM	
Submitted by:	Date:
Problem/Concern/Reason for Scope Change:	
Description of Scope Change:	

Consequences of Scope Change:	
Time:	
Cost:	
Effort:	
Quality:	
Resource:	

Special Considerations:

Approved By:	
Name/Title:	
Date:	
Signature:	

Appendix B. List of Hardware/System Software Guidelines

This document provides base guidelines for the recommended hardware requirements for the Aegis MSP software package. These guidelines are intended to represent hardware requirements specifications. Specific configurations based on number of users, applications deployed and transaction volumes must be provided for each installation by New World's hardware organization.

Recommended Configuration

A. SYSTEM HARDWARE - Servers	
ITEM	DESCRIPTION
1	<p>Application Server</p> <p>Dell Tower Server</p> <ul style="list-style-type: none"> - (2) Intel Xeon 3.06GHz Processors - 2GB System Memory - (2) 73GB 10K-rpm SCSI Hot Swappable HDD (RAID 1) - Smart Array 642 Controller (RAID) - CD-ROM Drive - 15" Flat Panel LCD Color Monitor - Redundant Power Supplies & Cooling Fans - (2) 10/100/1000MB Ethernet Adapters - APC SmartUPS 1000 Battery Backup - 3 Yr. Rapid Response 24x7x4 Hr. On-Site Hardware Maintenance
2	<p>Database Server</p> <p>Dell Tower Server</p> <ul style="list-style-type: none"> - (2) Intel Xeon 3.06GHz Processors - 2GB System Memory - (4) 73GB 10K-rpm SCSI Hot Swappable HDD (RAID 5) - Smart Array 642 Controller (RAID) - CD-ROM Drive - Ultrium 215 100/200GB Tape Drive - 15" Flat Panel LCD Color Monitor - Redundant Power Supplies & Cooling Fans - (2) 10/100/1000MB Ethernet Adapters - APC SmartUPS 1000 Battery Backup - 56K V.90 Internal Modem (Electronic Customer Support) - 3 Yr. Rapid Response 24x7x4 Hr. On-Site Hardware Maintenance

Appendix B. List of Hardware/System Software Guidelines (continued)**3 Redundancy Server**

Dell Tower Server

- (2) Intel Xeon 3.06GHz Processors
- 2GB System Memory
- (4) 73GB 10K-rpm SCSI Hot Swappable HDD (RAID 5)
- Smart Array 642 Controller (RAID)
- CD-ROM Drive
- 15" Flat Panel LCD Color Monitor
- Redundant Power Supplies & Cooling Fans
- (3) 10/100/1000MB Ethernet Adapters
- APC SmartUPS 1000 Battery Backup
- 3 Yr. Rapid Response 24x7x4 Hr. On-Site Hardware Maintenance

4 Mobile Management Server

Dell Tower Server

- (2) Intel Xeon 3.06GHz Processors
- 2GB System Memory
- (2) 73GB 10K-rpm SCSI Hot Swappable HDD (RAID 1)
- Smart Array 642 Controller (RAID)
- CD-ROM Drive
- 15" Flat Panel LCD Color Monitor
- Redundant Power Supplies & Cooling Fans
- (2) 10/100/1000MB Ethernet Adapters
- APC SmartUPS 1000 Battery Backup
- 3 Yr. Rapid Response 24x7x4 Hr. On-Site Hardware Maintenance

5 Test/Training Server

Dell Tower Server

- (1) Intel Pentium IV 3.0GHz Processor
- 512MB System Memory
- (1) 80GB ATA HDD (Non-RAID)
- CD-ROM Drive
- 10/100/1000MB Ethernet Adapter
- 15" Flat Panel LCD Color Monitor
- 3 Yr. 9x5xNext Business Day On-Site Hardware Maintenance

Appendix B. List of Hardware/System Software Guidelines (continued)

B. SYSTEM SOFTWARE	
ITEM	DESCRIPTION
1	Application Server - System Software (1) Microsoft Windows 2003 Server Operating System w/100 CALs
2	Database Server - System Software (1) Microsoft Windows 2003 Server Operating System - License Only (1) Microsoft SQL 2000 Server Database w/25 CALs
3	Redundancy Server - System Software (1) Microsoft Windows 2003 Server Operating System - License Only (1) Microsoft SQL 2000 Server Database - License Only
4	Mobile Management Server - System Software (1) Microsoft Windows 2003 Server Operating System - License Only
5	Test/Training Server - System Software (1) Microsoft Windows 2003 Server Operating System - License Only (1) Microsoft SQL 2000 Server Database - License Only

Appendix B. List of Hardware/System Software Guidelines (continued)

A. SYSTEM HARDWARE – Message Switch	
ITEM	DESCRIPTION
1	Message Switch- IBM RS/6000 Deskside Server 615 Model 7029-6E3 - 2 Way 1.2GHz Power4+ Processor Card - (2) 36GB 15K-rpm Ultra 320 SCSI Hot Swap Disk Drive - DVD-RAM SCSI 4.7GB Re-writable Drive - IDE Slimline DVD-ROM Drive - PCI-X Dual Channel Ultra 320 SCSI Adapter - PCI-X Dual Channel Ultra 320 SCSI RAID Adapter - 2048MB System Memory (4x512MB DIMMS) - Power Supply 680 Watt A/C, Hot Swap, Base & Redundant - Power GTX 135P Graphics Accelerator with Digital Support - IBM T541H 15" Color Flat Panel Monitor - (2) Integrated 10/100/1000MB Ethernet Adapters - Quiet Touch Keyboard and 3-Button Mouse - Stealth Black, US
2	US Robotics V.90 External Data/Fax Modem (ECS)
3	Lexmark E323 Laser Printer
4	Cables

B. SYSTEM SOFTWARE	
ITEM	DESCRIPTION
1	Message Switch System Software - AIX V5.2 - System Program Order (CD Media)

C. SERVICES	
ITEM	DESCRIPTION
1	One Year IBM Service Suite (Renewable - Prepay) - 24x7x4 Warranty Service Upgrade - Provides 1 Yr. System Alert - Provides 1 Yr. AIX Software Subscription - Provides 1 Yr. Support Line 24x7
2	RS/6000 Installation Support¹

Appendix B. List of Hardware/System Software Guidelines (continued)

A. SYSTEM HARDWARE – Document Imaging	
ITEM	DESCRIPTION
1	Document Imaging Station Dell Minitower <ul style="list-style-type: none"> - Intel Pentium IV 3.0GHz Processor with Hyper-Threading Technology - 512MB System Memory - 40GB EIDE HDD - Broadcom Gigabit Ethernet Adapter - 48X32X48X CD-RW Drive - Intel Extreme Graphics 2 Video Adapter - (1) 17" Flat Panel Color Monitor - Analog - Windows XP Professional - 3 Year On-Site 24x7x4 Hour Response - APC Back-UPS ES 500
2	Imaging Station Peripherals (1) Panasonic KV-S2025C Desktop Scanner <ul style="list-style-type: none"> - 100 Page Automatic Document Feeder - 100 dpi - 600 dpi Monochrome / Color Scanning - Business Card 2.0" c 2.8" to Legal 8.5" x 14" - ISIS® Certified and TWAIN Compliant - B/W 24 ppm (Letter, Portrait, 200 dpi) Color 10ppm Simplex - B/W 42 ipm (Letter, Portrait, 200 dpi) Color 18 ipm Duplex - 8.5" X 14" 2400 dpi/48-bit Color - Supports USB 2.0 / SCSI High Speed Computer Connections - PaperPort SE Software - Standard 1 Yr. Hardware Warranty

Appendix B. List of Hardware/System Software Guidelines (continued)

A. DIGITAL IMAGING	
ITEM	DESCRIPTION
	(1) Dell Minitower <ul style="list-style-type: none">- Intel Pentium IV 3.0GHz Processor with Hyper-Threading Technology- 512MB System Memory- 40GB EIDE HDD- Broadcom Gigabit Ethernet Adapter- 48X32X48X CD-RW Drive- Intel Extreme Graphics 2 Video Adapter- (1) 17" Flat Panel Color Monitor - Analog- Windows XP Professional- 3 Year On-Site 24x7x4 Hour Response- APC Back-UPS ES 500
2	Imaging Station Peripherals <ul style="list-style-type: none">(1) Canon Powershot S1 3.2MP Digital Camera(1) HP PhotoSmart 1215 1200dpi Color Printer(1) Canon Professional Tripod 1

Appendix C. Monthly Project Management Status Report

[SAMPLE]

Monthly Status Report
 City of San Leandro, California
 December, 2004

Submitted By: Project Manager

Activities Performed in June

- A List of all Activities performed during previous month

Activities Planned for Next Reporting Period

- A List of all Activities planned for the month

Hours Summary SAMPLE

REQUIREMENT	Exhibit B Hours	Hours Used	Hours Remaining	Task Completed
Project Kick-off				
Master Files Set Up – Records				
Master Files Set Up – CAD				
Master Files Review for CAD and REC				
Records User Training				
Records User Training				
Detective User Training				
Additional REC Training				
CAD User Training				
Live Support CAD/REC				
Mobile/Field Reporting				
Post Live Refresher Training				
Interfaces (Zetron, 9-1-1 etc.)				
NCIC Interface				
CAD Redundancy				
Additional Custom Software				
Additional				
Project Wrap-up				
Total				

Project Changes/Issues/Recommendations

- A List of any changes/issues/recommendations

Business Review

- A report of any business related items

Submitted by:

Project Manager

Appendix D: Aegis MSP Map Requirements Document

Mapping Projection

The current version of software will support any mapping projection as long as each layer provided has a projection file to accompany the three standard mapping files. A projection file has an extension of .prj and contains information describing the projection of the layer. A projection file is not needed if the files are in a Geographic NAD 1983 projection.

Street Layer

At the bare minimum the street layer must be provided by the customer; either by purchasing map data such as GDT or from other resources. The street layer must be a centerline street file. The street layer must consist of a .dbf .shp, and .shx file (and a .prj file if needed). The following fields must exist in the street layer:

Street Name – The base part of the street name. For Example; N Main St

Pre Direction – The directional part of a street name that comes before the street name. For example: N Main St

Pre Type – The beginning of roads such as US Highways or Routes. For example; USHY 101

Street Type – The description of what type of street. For example: N Main St

Suffix Direction – The direction part of a street name that comes after the street name and type. For example; Main St N

From Left Address Range – The beginning range for the left side of the street

To Left Address Range – The ending address range for the left side of the street

From Right Address Range – The beginning address range for the right side of the street

To Right Address Range – The ending address range for the Right side of the street

Left Zip – The zip code on the left side of the street

Right Zip – The zip code on the right side of the street

Note: The fields can be named differently

Polygon Layers

If polygon layers are not supplied by the customer, they can be created through the New World Systems software. For each agency type or dispatch (Police, Fire, and EMS) there are two required layers; ORI layer and a beat layer. Other layers for reporting are optional. Polygon layers must consist of three files; .dbf, .shp, and .shx (and a .prj file if needed). The following field must be in the polygon layer;

ID – This is a numeric field that is unique for each record in the polygon layer

Note: This field MUST be called ID with no variations.



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The Public Sector Software Company

APPENDIX 1
AGREEMENT AND AUTHORIZATION
FOR PROCUREMENT
OF COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES

February 16, 2005

This agreement (Agreement) between City of San Leandro, California (Customer) and New World Systems® Corporation, (New World) is to cover the procurement of Computer Hardware, Proprietary Software products and services by New World for Customer.

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

City of San Leandro
901 E. 14th Street
San Leandro, CA 94577

Upon execution of this Agreement, a down payment of 50% of the Exhibit 1 cost is due. The balance is due upon delivery of the hardware. Customer agrees that failure to pay the amount billed within thirty (30) days will result in a finance charge no greater than 10% annually of the Exhibit 1 cost. If applicable, the finance charge will be computed and invoiced separately based on the receipt of Customer's payment to New World for Exhibit 1 amounts due. Customer agrees to pay all applicable finance charges (if any) promptly.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 products. Customer is responsible for any returned product charges, including re-stocking and shipping fees, for all 3rd party products ordered by New World on the Customer's behalf. Actual and reasonable travel expenses incurred by New World, and actual employee travel time up to but not exceed four (4) hours per Customer visit, are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

After execution of this Agreement, the Exhibit 1 components and cost may be changed by mutual agreement of both parties. If a change order in the configuration requires additional costs, New World shall notify Customer of the additional costs and with Customer's approval, these costs shall be borne by Customer. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected Agreements with vendors and New World shall not confirm the ordering of any Exhibit 1 products without Customer's authorized signature on these Agreements. Customer shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

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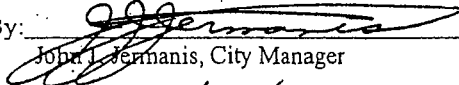
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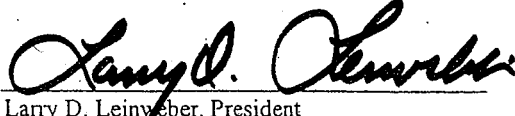
City of San Leandro, CA

IN WITNESS WHEREOF, City has caused these presents to be executed by its officers, thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

CITY OF SAN LEANDRO
A Municipal Corporation

NEW WORLD SYSTEMS CORPORATION

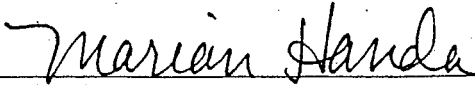
By: 
John I. Germanis, City Manager

By: 
Larry D. Leinyeber, President

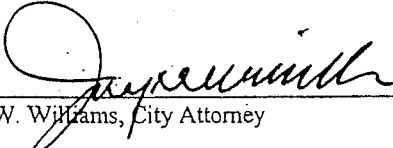
Date: 3/8/05

Date: 02-17-05

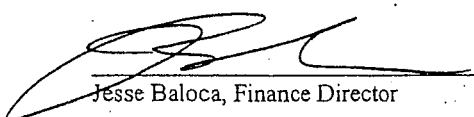
Attest:


Marian Handa, City Clerk

Approved as to Form:


Jayne W. Williams, City Attorney

Approved as to Fiscal Authority:


Jesse Baloca, Finance Director

Account No. 210-38-122

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AGREEMENT AND AUTHORIZATION
FOR PROCUREMENT
OF COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES
February 16, 2005

EXHIBIT 1
CONFIGURATION

A. SYSTEM HARDWARE		
ITEM	DESCRIPTION	INVESTMENT
1	Message Switch- IBM eServer p5-520 Deskside Server - Power GXT135p Graphics Accelerator w/Digital Support - (2) 36.4GB 10,000 RPM Ultra320 SCSI Disk Drive (RAID 1) - IBM T541H/L150p 15" TFT Flat Panel Color Monitor - 6' Extender Cable for Displays (15-pin) - 2048MB (4X512MB) DIMMs, 266MHz DDR SDRAM - Software Preinstall - (2) AC Power Supply, 850W - 2-Way 1.5GHz POWER5 Processor Card 36MB L3 Cache - IBM 4.7GB IDE Slimline DVD-RAM Drive - (3) Power Cord (6-Foot), 125V/15A - Ultra320 SCSI 4-Pack - Media Backplane Card - IBM Deskside Cover Set - Zero-priced Value Pak Processor Entitlement - Quiet Touch Keyboard - USB, Black - Mouse - Business Black with Keyboard Attachment Cable - Language Group: US English - 2-Port Asynchronous IEA-232 PCI Adapter - External USB 1.44 MB Diskette Drive	\$10,061
2	US Robotics V.90 External Data/Fax Modem (ECS)	\$100
3	Lexmark E330 Laser Printer	\$399
Total System Hardware		\$10,560

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B. SYSTEM SOFTWARE		
ITEM	DESCRIPTION	INVESTMENT
1	Message Switch System Software	
	- AIX V5.3	N/C
	- System Program Order (CD Media)	\$50
	- AIX V5.3 Value Pak	\$300
	Total System Software	\$350

C. IBM SERVICES		
ITEM	DESCRIPTION	INVESTMENT
1	Three Year Software Maintenance for AIX	\$2,596
	- 3 Year SWMA for AIX per Processor	
	- 3 Year Services 7X24 Support per Processor	
	Total IBM Services	\$2,596

D. NEW WORLD SERVICES		
ITEM	DESCRIPTION	INVESTMENT
1	RS/6000 Installation Support ¹	\$2,500
	Total New World Services	\$2,500
	TOTAL SYSTEM PRICE	<u>\$16,006</u>

NOTES

RS/6000 Installation and Support includes: Standard system procedure; RS/6000 to MDT/MCT (data management; Workflow/process of implementing mobile communications; External consideration; and Ongoing systems administration including updates, backups database verification, forms creation, etc.)

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APPENDIX 2
AGREEMENT AND AUTHORIZATION
FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES
February 16, 2005

This agreement (Agreement) between City of San Leandro, California (Customer) and New World Systems® Corporation, (New World) is to cover the procurement of Third Party products and services by New World for Customer.

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

*City of San Leandro
901 E. 14th Street
San Leandro, CA 94577*

Upon execution of this Agreement, a down payment of 50% of the Exhibit 1 cost is due. The balance is due upon delivery of the hardware. Customer agrees that failure to pay the amount billed within thirty (30) days will result in a finance charge no greater than 10% annually of the Exhibit 1 cost. If applicable, the finance charge will be computed and invoiced separately based on the receipt of Customer's payment to New World for Exhibit 1 amounts due. Customer agrees to pay all applicable finance charges (if any) promptly.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 products. Customer is responsible for any returned product charges, including re-stocking and shipping fees, for all 3rd party products ordered by New World on the Customer's behalf. Actual and reasonable travel expenses incurred by New World, and actual employee travel time up to but not exceed four (4) hours per Customer visit, are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

After execution of this Agreement, the Exhibit 1 components and cost may be changed by mutual agreement of both parties. If a change order in the configuration requires additional costs, New World shall notify Customer of the additional costs and with Customer's approval, these costs shall be borne by Customer. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected Agreements with vendors and New World shall not confirm the ordering of any Exhibit 1 products without Customer's authorized signature on these Agreements. Customer shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

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(AA3RD 05/95)

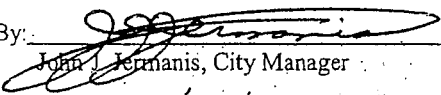
City of San Leandro, CA

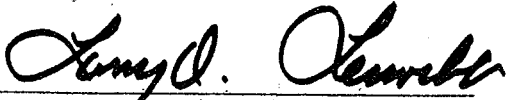
Corporate: 888 West Riv Beaver Road • Suite 600 • Troy • Michigan 48084-4749 • 248-269-1000 • www.newworldsystems.com

IN WITNESS WHEREOF, City has caused these presents to be executed by its officers, thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

CITY OF SAN LEANDRO
A Municipal Corporation

NEW WORLD SYSTEMS CORPORATION

By: 
John J. Germainis, City Manager

By: 
Larry D. Leimweber, President

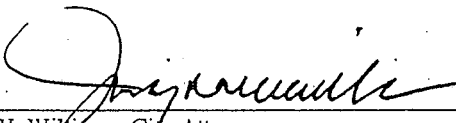
Date: 3/8/05

Date: 02-17-05

Attest:


Marian Handa, City Clerk

Approved as to Form:


Jayne W. Williams, City Attorney

Approved as to Fiscal Authority:


Jesse Baloca, Finance Director

Account No. 210-38-122

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AGREEMENT AND AUTHORIZATION
FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

February 16, 2005

EXHIBIT 1
CONFIGURATION

THIRD PARTY SOFTWARE		
1.	GIS Software (ESRI) MapObjects (100 users @ \$100 each)* <i>* Per workstation cost</i>	\$10,000
2.	GIS Data Files (GDT) Enhanced TIGER Files (1-125 users) - Alameda County	5,250
3.	TeleStaff Software	43,838
THIRD PARTY HARDWARE		
4.	AVL Hardware Garmin GPS-16 Receiver (50 units)	275 ea 13,750
5.	Diagramming Software (Scene PD) 65 users @ \$229 each	14,885
6.	Bar Coding Scanner (1) Symbol Hand Held Laser Scanner - LS-4008i - PS/2 Cable - Product Reference Guide - LS-4008 Intellistand	695
	Portable Data Terminal (1) Portable/Handheld Terminal - PDT6800 - Four Slot Cradle - Null Modem Cable - Data Logger Windows DLG/S Software - Spare Battery	4,915

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Bar Code Printer

775

(1) Blaster Advantage Thermal Printer

- Parallel Printer Cable

- (2) Roll Paper Label

- (2) Printer Ribbon

TOTAL THIRD PARTY COSTS

\$94,108

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