![New World Systems logo] **New World Systems**
The Public Sector Software Company

Document #: 0606-13A3H

<u>December 3, 2013</u>

ADDITIONAL SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

Mr. Jeff Lewis
City of Merced
611 West 22nd Street
Merced, CA 95340

Dear Mr. Lewis:

New World Systems is pleased to provide a no charge Agreement to continue the license of your Aegis CAD MSP Standard Software and provide implementation services for a future upgrade to Aegis CAD Enterprise.NET Licensed Standard Software.

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

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

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

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

ACKNOWLEDGED AND AGREED TO BY:

<u>NEW WORLD SYSTEMS® CORPORATION</u>	<u>CITY OF MERCED, CA</u>
(New World)	(Customer)
By: *[signature]*	By *[signature]* City Mgr
Larry D. Leinweber, President	Authorized Signature
	By: _____
	Authorized Signature
Date: *12-18-13*	Date: _____
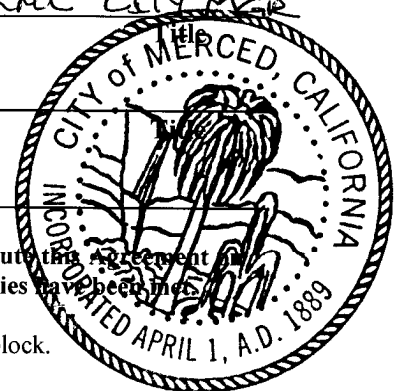
Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

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

[City of Merced, California seal — Incorporated April 1, A.D. 1889]

<u>*PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 27, 2013.*</u>

APPROVED AS TO FORM: **ATTEST:** _CONFIDENTIAL_   313656 PO#: 113357
CITY CLERK   FUNDS/ACCOUNTS VERIFIED

[signature] Kelly C. Finner 12/3/13   *[signature]* Jeri L. Albrecht 12/4/13

KELLY C. FINCHER
Chief Deputy City Attorney   BY *[signature]*   FINANCE OFFICE Funds Available. DATE mc
Assistant/Deputy City Clerk   001-0901-533-17-00 $ 33,109.00
001-100 6-533-33-00 140,539.00

Corporate: 888 West Big Beaver Road • Suite #800 • Troy, Michigan 48084-4749 • 248-269-1000 • www.newworldsystems.com

0606-13A3H 1203 CAD Ent.NET Upgrad (SSSA) (13A2D 1021 CAD MSP to.NET Upgrd (Delayed Sub)) $163,638.00

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

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

DESCRIPTION OF COST	**COST**

A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A   No Charge

1. Licensed Standard Software

B. STANDARD SOFTWARE SUBSCRIPTION AGREEMENT – (See Exhibit C)

Annual Subscription Cost 7-Year Plan, Billed annually and due on July 1st of each year)

Year 1	for period	07/01/13 – 06/30/14	$163,638
Year 2	for period	07/01/14 – 06/30/15	$194,510
Year 3	for period	07/01/15 – 06/30/16	$197,848
Year 4	for period	07/01/16 – 06/30/17	$201,253
Year 5	for period	07/01/17 – 06/30/18	$204,726
Year 6	for period	07/01/18 – 06/30/19	$208,268
Year 7	for period	07/01/19 – 06/30/20	$211,882

C. IMPLEMENTATION SERVICES AND THIRD PARTY PRODUCTS AND   Included
SERVICES FOR UPGRADE TO AEGIS CAD ENTERPRISE.NET STANDARD SOFTWARE

1. PROJECT MANAGEMENT as further described in Exhibit B

2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B

3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B

4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B

5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F

6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G

7. DECISION SUPPORT SERVICES as further described in Exhibit H

D. TRAVEL EXPENSES (Estimate) – billed as incurred

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 27, 2013.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

<u>II. Payments for Implementation Services and Third Party Products</u>

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)	$24,000*
1. 16 trips are anticipated.	

*Estimate

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

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

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

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

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

Application Package   Cost

AEGIS MSP CAD STANDARD SOFTWARE CURRENTLY IN PLACE AND EVENTUALLY TO BE REPLACED BY THE AEGIS CAD ENTERPRISE.NET STANDARD SOFTWARE

CAD   (Workstations included in CAD Base - 6)

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

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

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

   - CAD Mapping

   - CAD Auto Routing

   - CAD AVL

   - Service Vehicle Rotation (Wrecker, Ambulance)

3. **Aegis/MSP Third Party CAD Interface Software**

   - CAD Pager Interface
   Supports SNPP, SMTP, Standard TAP, WCPT, Zetron 2200, Pagemaster

   - E-911 Interface

   - On-Line CAD Interface to State/NCIC (up to 6 inquiry screens)

   - Fire Records Interface (one-way interface; CAD closed incidents)
   Supports Firehouse (Requires ACS Firehouse CAD monitor, not included), Zoll/Sunpro, Alpine

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

<u>*AEGIS CAD ENTERPRISE.NET AND RELATED STANDARD SOFTWARE THAT WILL*</u>
<u>*REPLACE THE AEGIS MSP CAD STANDARD SOFTWARE*</u>

<u>CAD</u>   (**Workstations included in CAD Base - 6**)
4. **Aegis CAD Enterprise.NET Combined LE/Fire/EMS CAD**

  - Call Entry
  - Call Control Panel
  - Unit Recommendations
  - Unit Status and Control Panel
  - Call Stacking
  - CAD Messaging
  - Call Scheduling
  - Dispatch Questionnaire
  - Fire Equipment Search/Fire Equipment Move
  - GIS/Geo-File Verification
  - Hazard and Location Alerts
  - Hazmat Search
  - Hydrant Inventory
  - Access to Aegis/MSP LE Records
  - Access to Aegis/MSP Fire Records
  - Note Pads
  - Proximity Dispatch (Requires CAD AVL and Mobile)
  - Rip-N-Run Remote Printing
  - Run Cards/Response Plans

5. **Additional Aegis CAD Enterprise.NET Software for Computer Aided Dispatch** [5]

  - CAD Mapping

  - CAD Auto Routing

  - CAD AVL

  - Service Vehicle Rotation (Wrecker, Ambulance)

6. **Aegis CAD Enterprise.NET Third Party Interface Software** [5]

  - CAD Pager Interface
  Supports SNPP, SMTP, Standard TAP, WCTP

  - E-911 Interface [7]

  - On-Line CAD Interface to State/NCIC (up to 64 inquiry screens) [8]

  - Fire Records Interface (one-way interface; CAD closed incidents)
  Supports Firehouse (Requires ACS Firehouse CAD monitor, not included),
  First Watch, High Plains

7. **Additional CAD Workstations**

  - 4 workstations at $7,500 per workstation

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

DECISION SUPPORT SOFTWARE [6]

8. **Law Enforcement Management Data Mart**
   - Includes 10+ users

   Dashboards for Law Enforcement

TOTAL SOFTWARE LICENSE FEE [9,10]	No Charge

Note: The Aegis CAD Enterprise.NET Standard Software will provide comparable but not identical capabilities to the Aegis MSP CAD software currently in use. The cost of any custom MSP software in use is not included.

Note: The Software License Fee is included at no charge as part of the 7-year Annual Subscription Payments in Exhibit C.

Note: Customer's existing Non-CAD and Mobile Software is also included in this license. The Mobile Software works with both the MSP and .NET Licensed Standard Software in this Exhibit A.

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Aegis products. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*

[2] *New World Systems' Aegis product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *New World Systems' Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*

[4] *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*

[5] *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this agreement. Customer is responsible for any 3rd party support.*

[6] *Application may require a separate Server.*

[7] *Requires Lantronix UDS 1100.*

[8] *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*

[9] *Prices assume that all software is licensed.*

[10] *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

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.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 12 months after the receipt of Customer's execution of the option to upgrade as described in Exhibit C.

2. Implementation and Training Support

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **49** days of **New World** implementation and training support services have been allocated for this project. Excess days requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

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

3. Interface Installation Service

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

- a) CAD Pager Interface
- b) 911 Interface
- c) On-Line CAD Interface to State/NCIC
- d) Fire Records Interface
- e) GIS Implementation
- f) Windows Systems Assurance

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

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

4. **Hardware Quality Assurance Service**

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

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

5. **Additional Services Available**

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

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

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

6. **Travel and Living Expenses (Estimate)**

Estimated 16 trips at $1,500 per trip.

EXHIBIT C
STANDARD SOFTWARE SUBCRIPTION AGREEMENT (SSSA)

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

1.   Service Period and Early Termination

This SSSA supersedes the Customer's SSMA currently in effect and shall remain in effect for a period of seven (7) years (the SSSA term) beginning on 07/01/2013 (the start date) and ending on 06/30/2020.   As a part of this Agreement, **New World** has provided a substantial customer upgrade discount including favorable payment terms on Exhibits A, B, and C. In consideration for these discounts and favorable payment terms, **Customer** agrees to pay the full amount of annual SSSA payments due **New World** under Exhibit C. If **Customer** terminates its License Agreement with **New World** during the Service Period or fails to pay all the SSSA amounts as specified herein, **Customer** shall pay a one-time early termination fee of $165,000. **Customer** shall also forfeit the license to use the Aegis/MSP and.NET licensed product and shall return all copies of the licensed product to **New World**. No cancellation of Exhibit A software modules and related fees will be allowed during the service period.

2.   Ability to Upgrade Aegis CAD MSP Licensed Standard Software to Aegis CAD Enterprise.NET Licensed Standard Software

At no license fee cost and during the second year of the SSSA or later, **Customer** agrees to upgrade **New World's** Aegis CAD MSP Licensed Standard Software to New World's Aegis CAD Enterprise.NET Licensed Standard Software by providing **New World** written notice to proceed. Within sixty (60) days receipt of notice, **New World** shall notify **Customer** of the target date to begin the upgrade project. **Customer's** one-time implementation cost to complete the Licensed Standard Software upgrade from CAD MSP to Aegis CAD Enterprise.NET is included in the Subscription payments in paragraph 7. These one-time implementation costs shall include:

   a)   Project Management
   b)   Implementation and Training
   c)   Windows Operating System Assurance and Software Installation
   d)   Interface Installation Fees including Geo-File
   e)   Data File Conversion (Estimate)

3.   Services Included

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

   a)   upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);

   b)   temporary fixes to Licensed Standard Software (see paragraph 6 below);

   c)   revisions to Licensed Documentation;

   d)   reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and

   e)   invitation to and participation in user group meetings.

   f)   Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

g)   Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current daily rates or applicable fees. Exhibit B of your original License Agreement 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 releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Daily Rate.

4.   Billing

a)   Subscription costs in paragraph 7 will be billed annually.
b)   One Time Costs for Implementation Fees to upgrade to Aegis CAD MSP to Aegis CAD Enterprise.NET will be billed as part of the Subscription costs as detailed in paragraph 7.

5.   Additions of Software to Maintenance Agreement

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

6.   Requests for Software Correction on Licensed Standard Software

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

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

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

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

7. <u>Subscription Costs for Licensed Standard Software Packages Covered for MSP and .NET Server(s)</u>

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

<u>Existing Non-CAD and Mobile Software Modules</u>	<u>Number of Modules</u>
a) *Aegis®* Law Enforcement Records Software	23
b) *Aegis®* Public Safety Interface Software	4
c) *Aegis®* Data Analysis/Crime Mapping/Mgt Reporting	1
d) *Aegis®* Mobile Software on the RS6000	2
e) *Aegis®* Mobile Client Laptop Software	7
f) *Aegis®* Mobile Software on the 400 or MSP Server	1
g) *Aegis®* ESRI Embedded Applications - New	2
h) *Aegis®* ESRI Embedded Applications - Upgrades	1

<u>Annual Subscription Cost 7-Year Plan, Billed annually and due on July 1st of each year)</u>

Year 1	for period	07/01/13 – 06/30/14	$163,638
Year 2	for period	07/01/14 – 06/30/15	$194,510
Year 3	for period	07/01/15 – 06/30/16	$197,848
Year 4	for period	07/01/16 – 06/30/17	$201,253
Year 5	for period	07/01/17 – 06/30/18	$204,726
Year 6	for period	07/01/18 – 06/30/19	$208,268
Year 7	for period	07/01/19 – 06/30/20	$211,882

8. <u>Payment Default and Termination Proceedings</u>

If the payments in Section 7 of this SSSA are late by more than 30 days from the due date, **Customer** is in default of this **Agreement** and **New World** may declare a termination fee of $165,000 as collectible and **Customer** agrees to pay immediately upon written notice from **New World. Customer** also agrees that failure to pay shall immediately forfeit its license to use the Licensed Standard Software.

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

<div align="center">

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

</div>

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

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the conversion effort based on the revised estimate.

2. This conversion effort includes data coming from one unique database or source, not multiple sources.

3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.

2. **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.

3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to **Customer** location in order to conduct the following:

   a. Conversion Analysis
   b. Assistance for Mapping and Testing
   c. Conversion Go-Live Implementation and Support

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

4. **New World** will provide **Customer** up to four (4) test iterations of converted data. One test iteration consists of:

   a. Running a conversion test in the **Customer's** test environment
   b. **Customer** reviewing a conversion test and responding in writing to **New World** (see **Customer** responsibilities paragraph 3 below)
   c. **New World** correcting or otherwise responding to issues to issues discovered and reported by **Customer**.
   d. **New World** conducting internal testing to verify corrections
   e. **New World** and **Customer** planning for the next test iteration and/or the live implementation.

5. **New World** will provide warranty coverage for any conversion-procedure-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

<u>Customer Responsibilities</u>

1. Up to <u>1</u> discrete data file/module from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.

2. The **Customer** will extract data from the legacy system to submit to **New World.** Data will be submitted to **New World** in one or more of the following formats:

   a. AS/400 files (SAV files)
   b. Microsoft SQL Server database
   c. Microsoft Access database
   d. Microsoft Excel spreadsheet
   e. Visual Fox Pro database or similar format (.dbf files)
   f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
   g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

   Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

   In the event that **Customer** requests data extraction assistance from **New World**, data extraction services shall be billed at the Daily Rate.

3. **Customer** will respond to each test iteration in writing, on a form provided by **New World**, either:

   a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
   b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

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

4. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.

5. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.

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

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Files to be converted:

CAD/POLICE RMS (From a single data source)
- *CAD Calls for Service*

1.   **Definition of Project**

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

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

Capabilities included in the initial scope:

    a)   Custom Software/Interfaces

          With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

       (1)   Motorola FSA4000 Interface:
            • One-way (outbound only) toning interface to **Customer's** Motorola Fire Alerting System

2.   **Methodology to Provide Enhancements and/or Custom Software**

    a)   Definition of **New World's** Responsibility

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

       (1)   Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.

       (2)   Preparation of Requirements Document (RD) to include:
           • Detailed description of the required feature
           • menu samples
           • screen samples
           • report samples

       (3)   Programming and programming test.

       (4)   On-site training, testing and/or other support services at the Daily Rate.

       For modification requiring over seven (7) days of work, **New World** utilizes a design document procedure [see 2(b)*(1)* below].   For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

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

b)   Implementation Schedule

	Activity	Targeted Time Period
(1)	Complete Design Review with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	New World submits completed RD to **Customer.**	To be determined
(3)	RD is accepted and signed off by **Customer** (no programming will be done by **New World** until the formal sign-off and **Customer's** authorization to proceed in writing).	To be determined
(4)	**New World** completes programming from RD and provides modified software to **Customer.**	To be determined
(5)	Software Modification Acceptance Test based on RD.	To be determined

c)   **Customer's Responsibility**

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES

New World will provide **Customer** with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. **Customer** is responsible for ensuring that appropriate command level personnel/decision makers are available for this session.

b) Solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). **Customer** sign off will be required on agreed upon requirements of reporting cubes and dashboards.

c) Installation and configuration of DSS software.

d) Training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.

e) Installation of **Customer** specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Standard package includes up to 4 reporting cubes or dashboards.