New World Systems®
The Public Sector Software Company

Document Number: NASS-14A1E

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

June 3, 2014

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendix ("this **Agreement**") is between **New World Systems® Corporation** ("**New World**"), a Michigan Corporation and **Board of Nassau County Commissioners, Florida** ("**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 and Appendix include:

Exhibit AA	**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
Exhibit A	**LICENSED STANDARD SOFTWARE AND FEES**
Exhibit B	**IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit C	**STANDARD SOFTWARE MAINTENANCE AGREEMENT**
Exhibit D	**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
Exhibit E	**DEMONSTRATION SITE DISCOUNT**
Exhibit F	**INTENTIONALLY LEFT BLANK**
Exhibit G	**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
Exhibit H	**DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES**
Appendix 1	**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendix. 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.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: _____
Larry D. Leinweber, President

Date: 06-10-14

BOARD OF NASSAU COUNTY COMMISSIONERS, FL
(Customer)

By: _____
Chairman Barry Holloway

By: _____ Chairman
Authorized Signature **Title**

Date: 6-23-14

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

Continuation of signature block for
Nassau County Board of County Commissioners:

Attest to the authenticity of the
Chairman's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
06.24.14

Approved as to form and legality by the
Nassau County Attorney:

DAVID A. HALLMAN

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. ***"Authorized Copies":***
   Except as provided in 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 subparagraph 1.2.
2. ***"An Authorized User/Workstation":***
   Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. ***"Computer":***
   The MSP Server(s) to be located at **Customer's** location.
4. ***"Confidential Information":***
   Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. ***"Customer Liaison":***
   A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. ***"Daily Rate":***
   As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of $1,120/day. The daily rate covers all hours worked by a **New World** employee per day on this project. The daily rate is protected for 12 months after the Effective Date, at which time the daily rate shall be the then-current **New World** daily rate.
7. ***"Delivery of Licensed Standard Software":***
   Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
8. ***"Development Software":***
   Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
9. ***"Installation of Licensed Standard Software":***
   Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
   (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
   (b) thirty (30) days after delivery of the Licensed Standard Software.
10. ***"Licensed Custom Software":***
    Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
11. ***"Licensed Documentation":***
    New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. ***"Licensed Products":***
    The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. ***"Licensed Software":***
    The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. ***"Licensed Standard Software":***
    The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. ***"SSMA":***
    The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
16. ***"Travel Expenses":***
    All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
17. ***"Travel Time":***
    Actual **New World** employee travel time billed at the Hourly Rate of $140/hour, up to, but not exceeding, four (4) hours per each trip relating to this project.
18. ***"Upgrades":***
    Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World.**

1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:

(i) Program libraries, either source or object code;
(ii) Operating control language;
(iii) Test data, sample files, or file layouts;
(iv) Program listings; and
(v) Licensed Documentation.

1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.

2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.

4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World. New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED

PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

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

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

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

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

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

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

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

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

7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES

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

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then software prices in effect on the date this **Agreement** was signed. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.

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

8.0 NON-RECRUITMENT OF PERSONNEL

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

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

(i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.

(ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;

(iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;

(iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

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

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.

10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

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

12.0 INDEPENDENT CONTRACTOR

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

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

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

13.1 **Workers' Compensation Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form**: **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than $1,000,000 on account for each accident; and in an amount not less than $1,000,000 for each accident for damage to property.

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

14.0 DISPUTE RESOLUTION BY ARBITRATION

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

14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.

14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this

Agreement and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.

14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.

14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.

14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

15.1 **By Customer**: If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;

(iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;

(iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 **By New World**: If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in 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 ten (10) 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, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.

15.5 Nothing in this paragraph on termination is intended to 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 GENERAL

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of Florida and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.

18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

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 described in Exhibit A		$612,415
1. Licensed Standard Software	$1,144,700	
2. Less Demonstration Site Discount	(532,285)	
B. IMPLEMENTATION SERVICES		334,040
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. PROJECT OPTIMIZATION as further described in Exhibit B		
5. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B		
6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G		
C. THIRD PARTY PRODUCTS AND SERVICES		130,370
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1		
ONE TIME PROJECT COST:		**$1,076,825**
D. TRAVEL EXPENSES (Estimate) – billed as incurred		$48,000
E. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C.		

PRICING ASSUMES CONTRACT EXECUTION BY JULY 29, 2014.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

DESCRIPTION OF PAYMENT		PAYMENT
A. LICENSED STANDARD SOFTWARE		$612,415
1. Amount invoiced upon Effective Date (50%)	$306,208	
2. Amount invoiced upon delivery of Licensed Standard Software (50%)	306,207	
B. IMPLEMENTATION SERVICES		334,040
1. Amount invoiced upon Effective Date	$75,159	
2. Amount invoiced 90 days after the Effective Date	75,159	
3. Amount invoiced 180 days after the Effective Date	75,159	
4. Amount invoiced 270 days after the Effective Date	75,159	
5. Amount invoiced upon project completion or 365 days after the Effective Date, whichever comes later of the two	33,404	
C. THIRD PARTY PRODUCTS AND SERVICES		130,370
1. Amount invoiced upon Effective Date (50%)	$65,185	
2. Amount invoiced upon delivery of the Third Party Products and Services (50%)	65,185	
ONE TIME PAYMENTS:		**$1,076,825**

D. TRAVEL EXPENSES (Estimate) $48,000*
(These expenses are billed as incurred)

1. 32 Trips are anticipated

*Estimate

E. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C

ALL PAYMENTS ARE DUE WITHIN SIXTY (60) 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[1,2,3,4] Cost

CAD

1. **Aegis/MSP Combined LE/Fire/EMS CAD**
   - Call Entry
   - Call Control Panel
   - Unit Recommendations
   - Unit Status and Control Panel
   - Call Stacking
   - CAD Messaging
   - Call Scheduling
   - Dispatch Questionnaire
   - 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 [5]**
   - BOLOs
   - CAD Mapping
   - CAD Auto Routing
   - CAD AVL
   - Data Analysis/Crime Mapping/Management Reporting [6]
   - Service Vehicle Rotation (Wrecker, Ambulance)

3. **Aegis/MSP Third Party CAD Interface Software [5]**
   - CAD Pager Interface
     Supports SNPP, SMTP, Standard TAP, WCPT, Zetron 2200, Pagemaster 4
   - E-911 Interface [7]
   - Aegis/MSP State/NCIC Interface[8]
     Includes 12 - 15 screens
   - On-Line CAD Interface to State/NCIC (up to 12-15 inquiry screens)[8]

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

- Pictometry Interface
- Pre-Arrival Questionnaire Interface (1 questionnaire(s) - EMD)
  Supports ProQA for Fire, EMD, Police; ProQA Paramount for Fire, EMD, Police; APCO Meds & Advisor
- New World CAD to New World CAD Interface
- Fire Records Interface (one-way interface; CAD closed incidents)
  Supports Firehouse (Requires ACS Firehouse CAD monitor, not included), Zoll/Sunpro, Alpine

LAW ENFORCEMENT RECORDS

4. **Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records**
   - Accidents
   - Activity Time Tracking
   - Arrest
   - Business Registry
   - Case Processing
   - Computer Aided Investigations
   - Federal Reports (UCR/IBR)
   - GIS/Geo-File Verification
   - Impounded Vehicles
   - Incident Tracking
   - Jacket Processing
   - Personnel/Education
   - Property
   - Traffic Tickets and Citations
   - Wants and Warrants

5. **Aegis/MSP Federal and State Compliance Reporting for LE Records**
   - Federal UCR/IBR[9]
   - State Accidents[10]

6. **Additional Aegis/MSP Software for Law Enforcement Records**
   - Activity Reporting and Scheduling
   - Career Criminal Registry (parolee, sex offender)
   - Case Management
   - Civil Paper Tracking and Receipting
   - Data Analysis/Crime Mapping/Management Reporting[6]
   - Demographic Profiling Reporting
   - Equipment Tracking
   - Field Investigations

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

- Narcotics Management
- Orders of Protection
- Pawn Shops
- Property Room Bar Coding[5]
- Vehicle Tracking

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

- Ticket Writer Interface
- LINX Interface

On-Line Modules[8]
Includes state-specific standard forms

- On-Line Global Subjects Interface to State/NCIC
- On-Line Property Checks Interface to State/NCIC
- On-Line Wants and Warrants Interface to State/NCIC
- On-Line Orders of Protection Interface to State/NCIC

FIRE RECORDS

8. Aegis/MSP Fire Records Software Base Package

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

9. Federal Compliance Reporting for Fire Records

- NFIRS 5.0 Electronic Reporting
- NEMSIS Electronic Reporting
  (includes EMSTARS compliance)

10. Additional Aegis/MSP Software for Fire Records

- Data Analysis/Management Reporting[6]
- Equipment Tracking and Maintenance
- Inventory

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

- Vehicle Tracking and Maintenance
- Fire Permits

CORRECTIONS

11. Aegis/MSP Corrections Management Software Base Package

- Aegis/MSP LE Records Interface
- Bookings
- D/L Swipe for Visitors (requires add'l 3rd party hardware)
- Incident Tracking
- Inmate Property Tracking
- Inmate Classification
- Inmate Housing
- Mass Move
- Inmate Scheduling and Tracking
- Inmate Contacts (visitor, mail, phone, emergency)
- Inmate Programs (courses)
- Inmate Activity Log
- Trustee
- Case Management
- Corrections Officer Log
- Finance Management (inmate, facility)
- Jacket Processing
- Business Registry
- Personnel/Education
- GIS/Geo-File Verification

12. Aegis/MSP State Compliance Reporting for Corrections

- State Corrections Reporting
  Includes up to 4 reports

13. Additional Aegis/MSP Software for Corrections Management

- Inmate Movement Tracking Bar Coding
- Property Room Bar Coding
- Data Analysis/Crime Mapping/Management Reporting[6]
- Officer Activity Reporting and Scheduling
- Grievance Tracking

14. Aegis/MSP Third Party Corrections Interface Software [5]

- Livescan Interface
  Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent, ID Networks
- Commissary Interface
  Supports Swanson, Keefe, Aramark
- Inmate Telephone System Interface
  Supports Securus
- VINE Interface

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

15. Aegis/MSP Imaging Software

- Public Safety Lineups/Mug Shots [11]
- ID Badges *(support for Office 2010 in development)*

DECISION SUPPORT SOFTWARE [6,12]

16. Law Enforcement Management Data Mart

- Includes 3-4 users

Dashboards for Law Enforcement

17. Fire Management Data Mart

- Includes 3-4 users

Dashboards for Fire Management

18. Corrections Management Data Mart

- Includes 3-4 users

Dashboards for Corrections Management

AEGIS LINK SOFTWARE

19. Web Applications

- Web CAD Monitor
- Web Briefing Notes (includes BOLOs)
- Web Inmate Inquiry

AEGIS DATA SHARING

20. Multi-Server Search

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000 [13]

21. Base Message Switch to State/NCIC (151-200 units)

- Base Message Switch for MDT/MCT
- State/NCIC Interface

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

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

- New World CAD Interface for Aegis MSP (101-150 units)
- Mobile Upload Software (151-200 units)
- AVL Interface (101-150 units) [14]

MOBILE SOFTWARE ON THE MSP Server

23. Aegis® Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (151-200 units)
- AVL CAD Interface (101-150 units) [14]

MOBILE MANAGEMENT SERVER

24. Aegis/MSP Mobile Management Server Software (151-200 units)

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

CLIENT SOFTWARE

25. Aegis® Law Enforcement Mobile Unit Software (112 Units)

Mobile Messaging

LE State/NCIC via Switch [8]

LE CAD via Switch

Mugshot Image Download

In-Car Mapping

In-Car Routing

New World AVL

Field-Based Reporting (112 Units)

LE Field Reporting (Federal Standards)
The following 4 New World Reports are included:

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

LE Field Reporting Compliance

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

LE Accident Field Reporting
The following New World Report is included:
- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire
Includes 1 **New World** Report

MCT Ticket Writer Interface

26. <u>In-Station -Based Reporting (26 Units)</u>

LE Field Reporting (Federal Standards)
The following 4 New World Reports are included:
- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance

LE Accident Field Reporting
The following New World Report is included:
- Accident (1 form)

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

Demographic Profiling Questionnaire
Includes 1 **New World** Report

27. Aegis® Fire Mobile Unit Software (36 units)

Fire CAD via Switch

In-Car Mapping

In-Car Routing

New World AVL

EMS Field Reporting (National Standards)
Includes NEMSIS Incident (1 form)

Mobile Upload of Field Reports

28. Aegis® Fire Mobile Unit Software (5 units)

Fire Inspections

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

29. Workstation License

NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$1,144,700**
LESS DEMONSTRATION SITE DISCOUNT	**(532,285)**
TOTAL SOFTWARE LICENSE FEE [15,16]	**$612,415**

Note: Other than for Mobile Software, a Workstation License for up to 125 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
- Nassau County Sheriff, FL
- Fernandina Beach PD, FL
- Nassau County Fire and Rescue
- Fernandina Beach Fire and Rescue

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

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 USC 1100 included in Appendix 1 of this Agreement.*

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

9 *Federal UCR/IBR includes edits, reports and electronic submission.*

10 *State Accidents includes logic, reports and electronic submission.*

11 *Camera must meet product specifications and be procured through New World.*

12 *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*

13 *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11, Sprint EVDO, NetMotion and Electrocom Mobile Communication solutions only.*

14 *Requires 3rd party GPS hardware.*

15 *Prices assume that all software is licensed. Prices are quoted as preliminary estimates only and are subject to further clarification and confirmation.*

16 *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 A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current prices effective on the date this **Agreement** was signed, less a 46.5% discount, for up to five (5) years from the date of execution of this **Agreement.**

OPTIONAL SOFTWARE MODULES

1.	**Aegis/MSP Third Party CAD Interface Software** [1]	
	- Pre-Arrival Questionnaire Interface (2 questionnaire(s) - Fire, Police) *Supports ProQA for Fire, EMD, Police; ProQA Paramount for EMD, Fire, Police, APCO Meds & Advisor*	14,000
2.	**Additional Aegis/MSP Software for Law Enforcement Records**	
	- Alarm Tracking and Billing	8,000
	- Gang Tracking	8,000
	- Gun Permits and Registrations	5,000
3.	**Aegis/MSP Third Party LE Records Interface Software** [1]	
	- Citizen Reporting Interface *Supports CopLogic*	15,000
	On-Line Modules[2]	
	- On-Line Pawn Shop Check Interface to State/NCIC (up to 8 inquiry screens)	6,000
4.	**Aegis/MSP Imaging Software**	
	- Wanted Posters *(support for Office 2010 in development)*	3,000
5.	**Additional Aegis/MSP Software for Fire Records**	
	- LOSAP Tracking and Reporting	8,000
	TOTAL SOFTWARE LICENSE FEE [3,4]	**$74,000**

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

ENDNOTES

1 *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.*

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

3 *Prices assume that all software is licensed.*

4 *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.
f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 12 months after the Effective Date.

2. Pre-Configured Aegis Licensed Standard Software:

This **Agreement** is based on installing pre-configured Licensed Standard Software from Exhibit A with a pre-configured implementation plan for your project. This approach will streamline and simplify implementation of these complex applications with the overall objectives of a more efficient and economical project.

Based on **New World's** experience with other Customers of similar size and staffing resources such as yours, the Licensed Standard Software will be installed with portions of the Licensed Standard Software implementation procedures pre-configured, to include certain:

- Pre-loaded tables
- Pre-loaded files
- Standardized optional set-up decisions

Early in your implementation plan, the **New World** Project Manager will review the pre-configured software components and project plan with your management team. At that time, you may elect to continue with the pre-configured approach or switch to a standard implementation approach. If a switch is made to a standard implementation approach, the cost of implementation will increase.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

3. Project Optimization:

In preparation for go-live, **New World** shall work with **Customer** to verify the operational readiness of **Customer's** production environment. **New World** shall review:

a) Infrastructure and related operational environment;
b) Application configuration, compliance adherence and custom software modifications;
c) Standard and Custom Interfaces;
d) Custom forms;
e) Data Conversion; and
f) Priority Warranty Items/Release Upgrades

For a period of 90 days from go-live, **New World** shall provide oversight to continue to verify operational optimization. In doing so, **New World** shall review:

a) Infrastructure and related operational environment;
b) Application configuration, compliance adherence and custom software modifications;
c) Custom forms (from Development Team);
d) Priority Warranty Items/Release Upgrades, and;
e) Release Pathing/Open item review

Customer shall be responsible for providing access and staff support as necessary to support the optimization activities.

4. Implementation and Training Support Services

Based on the Licensed Standard Software listed on Exhibit A, up to 117 days of **New World** implementation and training support services have been allocated for this project. Excess services 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;
b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.

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

5. Interface Installation Service

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

a) Systems Assurance and Software Installation
b) Message Switch Installation Support (LE and Fire Mobile)
c) CAD Pager Interface
d) 911 Interface
e) State/NCIC
f) On-Line CAD Interface to State/NCIC
g) Pictometry Interface
h) Pre-Arrival Questionnaire Interface
i) Web CAD Monitor
j) Ticket Writer Interface
k) LINX Interface
l) Web Briefing Notes
m) Livescan Interface
n) Commissary Interface
o) Inmate Telephone System Interface
p) VINE Interface
q) New World Mug Shots/Imaging
r) Web Inmate Inquiry
s) New World CAD to New World CAD Interface
t) Fire Records Interface
u) On-Line Global Subjects Interface to State/NCIC
v) On-Line Property Checks Interface to State/NCIC
w) On-Line Wants and Warrants Interface to State/NCIC
x) On-Line Orders of Protection Interface to State/NCIC
y) GIS Implementation

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.

6. Hardware Quality Assurance Service

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

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

a) Hardware Quality Assurance Services (Standard) Environment:
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- 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

7. **Message Switch Operating System Assurance Service**

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

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

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

8. 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 Daily Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

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

1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

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

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

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

c) revisions to Licensed Documentation;

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

e) invitation to and participation in user group meetings.

f) Emergency 24-hour per day telephone support, for *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.

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

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

Additional support services are available as requested by **Customer** at the Daily Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

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

4. Billing

Maintenance costs will be billed annually.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

5. Additions of Software to Maintenance Agreement

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

6. Requests for Software Correction on Licensed Standard Software

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

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

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

Annual Maintenance Cost	
Year 1	No charge
Year 2	$110,000
Year 3	113,300
Year 4	116,699
Year 5	120,200

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: **Board of Nassau County Comm.** *Customer Name*

Located At: **96135 Nassau Place, Suite 1 Yulee, FL 32097**

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

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

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:

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

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

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

Organization: _____

By: _____

Title: _____

Date: _____

Agreed and Accepted by Third Party (Individual)

Individual: _____

By: _____

Title: _____

Date: _____

_____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

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

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F

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

1. Definition of Project

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

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

Capabilities included in the initial scope:

a) Custom Software/Interfaces

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

(1) LEADS Online Interface (one-way):
New World will provide a one-way interface to the LEADS online 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) Training, testing and/or other support services at the Daily Rate. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time.

For modification requiring over five (5) 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.	Design Review to be delivered prior to go-live, unless agreed to otherwise by both parties
(2)	New World submits completed RD to **Customer.**	RD to be delivered prior to go-live, unless agreed to otherwise by both parties
(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).	Customer Acceptance of RD and Signoff to be provided prior to go-live, unless agreed to otherwise by both parties
(4)	**New World** completes programming from RD and provides modified software to **Customer.**	Software to be delivered prior to go-live, unless agreed to otherwise by both parties
(5)	Software Modification Acceptance Test based on RD.	Test to be delivered prior to go-live, unless agreed to otherwise by both parties

c) Customer's Responsibility

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

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

Name	LEADS Online Interface
Short Description of Interface or Custom Modification	New World will provide a one-way interface to the Leads Online system.
Data Source **Target**	LEADS Online Pawn Transactions (Pawns Module)
Interface Direction	One Way Import
NWS Interface	Interoperability Engine (IOE)
External System Interface	N/A
Detailed Description	New World will provide a one-way import of pawned item data from the Leads Online System. The New World interface will import either an XML file or will use a web service provided by Leads Online. A shared network location or UNC path would be required for XML file importing. This import will run automatically and process pawned item information to include creating the pawn records and global subjects as appropriate. There is no requirement to run FCIC/NCIC transactions during this import.
Protocol/Transport	File Import or Web Service
Data Formats	XML
3rd Party Requirements	Leads Online will need to provide an export or web service that can provide the pawned item information on a scheduled or near real-time basis. Leads Online will also need to provide a data schema and have a technical resource available for testing.
NWS Tasks	• Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Install, configure, and test interface
Customer Tasks	• Review the interface scope and RD • Customer responsible for coordination of third party • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system. • Customer responsible for any network requirements required for interface functionality. This may include mapped drives/UNC paths, network security, or other network requirements to allow two disparate systems to communicate.

EXHIBIT H
DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES

Standard Implementation package

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.

New World Systems
The Public Sector Software Company

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

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By execution of this **Agreement, Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Board of Nassau County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

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

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

EXHIBIT 1

CONFIGURATION

1. **THIRD PARTY PRODUCTS AND SERVICES**

THIRD PARTY SOFTWARE

a. Embedded Third Party Software

(includes all Third Party executable components)

b. GIS Software

CAD

- CAD Workstations using ArcGIS Engine Runtime (12 workstations)

Mobile

- Mobile In-Car Mapping and Routing (148 units)

Geo-File Maintenance Software (ESRI ArcEditor)

- per workstation

c. Diagramming Software (Scene PD)

140 units @ $229 each

(Includes 2 for BackOffice)

THIRD PARTY HARDWARE

d. Hardware, System Software & Services

Message Switch (3 year warranty)

Lantronix UDS-1100 (1 unit)

Bar Coding Scanner Kit w/Signature Pad (3 units)

Digital Camera for Mug Shots (2 units)

Inmate Tracking Kit (3 units)

TOTAL THIRD PARTY PRODUCTS AND SERVICES	$130,370

MESSAGE SWITCH

SYSTEM HARDWARE

IBM POWER 7 Model 710 Express 8231-E1D

- (2) RDX 320GB Removable Disk Drives (System Backup)
- USB Internal Docking Station for Removable RDX Disk Drives
- PCIe2 LP 4-Port 1GbE Adapter
- (2) 146GB 15K-RPM SFF SAS Disk Drives
- Primary OS - AIX
- 8GB System Memory
- Power GXT145 Graphics Adapter
- (2) 1725W AC Power Supplies (Primary & Redundant)
- SATA Slimline DVD-RAM
- (2) 6' Power Cords, 125V, 15A - Plug Type #4
- Chassis with One Processor Planar
- 4 Core 3.6GHz POWER 7 Processor Module
- Language Group Specify - US English

SYSTEM SOFTWARE

IBM POWER 7 Model 710 Express 8231-E1D

- IBM AIX Standard Edition Ver. 7.1
- Per Processor Activation - 4 Core
- DVD Process Charge

IBM SERVICES

IBM POWER 7 Model 710 Express 8231-E1D

- 3 Year HW/SW Maintenance, 24X7X4 WSU

DEVICE SERVER

DESCRIPTION

(1) Lantronix UDS-1100 External Device Server (UD1100001-01)

- Ethernet, Fast Ethernet, RS-232, RS-422, RS-485 Data Link Protocols
- TCP/IP, UDP/IP, ICMP/IP Network/Transport Protocols
- SNMP, Telnet, HTTP Remote Management Protocols
- 1 X Serial RS-232/422/485 - 25 Pin D-Sub (DB-25) Interface
- 1 X Ethernet 10Base-T/100Base-TX - RJ-45 Interface

PROPERTY ROOM BAR CODE KIT

HARDWARE

(1) Motorola MC55A0-P30SWQQA7WR Handheld Mobile Computer

- Windows Mobile 6.5 Classic Edition OS
- 256MB RAM / 1GB Flash Memory
- Ruggedized Construction (MIL-STD 810G Specifications)
- QWERTY Keypad
- Integrated 802.11A/B/G Direct Sequence WiFi
- Integrated Bluetooth
- Integrated 2D SE-4500-HD Imager
- PenTile 3.5" Color VGA, 650+ NITS Touchscreen Display
- Rechargable Lithium Ion 3.7V, 2400 mAh Smart Battery

(1) Motorola LS2208-SR20007R-UR USB Handheld Scanner, Black

- Corded Mid-range 1D Scanner
- Includes Hands-free Intellistand, USB Cable & Installation CD

(1) Zebra GX420T GX42-102410-000 Thermal Bar Code Printer

- 4" Print Width
- Thermal Transfer/Direct Thermal
- 203 dpi Print Resolution
- 8MB SDRAM, 4MB Flash Memory
- Serial RS-232, 10/100 Ethernet, USB

(1) Topaz SignatureGem Z-T-LBK755-BHSB-R Signature Pad

- USB Interface
- 4.4" X 2.5" Backlit LCD Signature Area

ACCESSORIES

(1) Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55

(1) Motorola 25-68596-01R USB Client Communication Cable

(1) Motorola AP-6521-60010-US Wireless Access Point Kit

- 802.11A/B/G/N Single Radio Access Point, Internal Antennas

(1) Motorola AP-PSBIAS-2P2-AFR Power Supply/Injector

- Requires 23844-00-00R US AC Line Cord

(1) Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery

(12) Theramark TTL4010P5 4" X 1" Therm. Trans. Label (2,260/Roll)

(12) Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon

(1) Motorola 23844-00-00R US AC Line Cord, 1.8M, NEMA 5-15P

MUGSHOT CAMERA KIT

DESCRIPTION

Imaging Station Peripherals

(1) Sony EVI-D70 Pan/Tilt/Zoom Color NTSC Video Camera

(1) Sony VISCA 25FT RS-232C Control Cable

(1) 25FT S-Video Cable

(1) StarTech SVID2USB2NS - USB 2.0 Video Capture Cable

INMATE TRACKING/WRISTBAND KIT

HARDWARE

(1) Motorola MC55A0-P30SWQQA7WR Handheld Mobile Computer

- Windows Mobile 6.5 Classic Edition OS
- 256MB RAM / 1GB Flash Memory
- Ruggedized Construction (MIL-STD 810G Specifications)
- QWERTY Keypad
- Integrated 802.11A/B/G Direct Sequence WiFi
- Integrated Bluetooth
- Integrated 2D SE-4500-HD Imager
- PenTile 3.5" Color VGA, 650+ NITS Touchscreen Display
- Rechargable Lithium Ion 3.7V, 2400 mAh Smart Battery

(1) Zebra GX420T GX42-102410-000 Thermal Bar Code Printer

- 4" Print Width
- Thermal Transfer/Direct Thermal
- 203 dpi Print Resolution
- 8MB SDRAM, 4MB Flash Memory
- Serial RS-232, 10/100 Ethernet, USB

(1) Clincher 4" Laminator Machine

ACCESSORIES

(1) Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55

(1) Motorola 25-68596-01R USB Client Communication Cable

(1) Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery

(12) Theramark TTL4010P5 4" X 1" Therm. Trans. Label (2,260/Roll)

(12) Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon

(4) Boxes Clincher V Wristbands, Orange, Metal Fastener (500/Box)

(4) Pack - Reusable Lamination Sleeves (25/Pack)

(1) Clincher Dual Grip Fastener Tool

(1) Safety Scissors

ESRI Notes

1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
5) At the termination of their Agreement (Sublicense) with **New World, Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.