



AGENDA REPORT
July 9, 2019

Approval Re: Piggyback BCSO Contract with Tyler Technologies (formerly New World), Inc. for CAD (Computer Aided Dispatch) software for BCFR's Dispatch Center

SUBJECT:

Approval Re: Piggyback Brevard County Sheriff's Department's Contract with Tyler Technologies, Inc. to procure, install and provide Maintenance of CAD (Computer Aided Dispatch) software for BCFR's Dispatch Center.

FISCAL IMPACT:

- Year one cost to carry over of current contract.
- Tyler Technologies acquisition would create no additional fiscal impact current CAD funding stays the same.
- Year six (6) of Tyler Technologies contract has a proposed \$70,000/year savings due to pay off of initial acquisition, and move into maintenance only.
- Total projected yearly costs do not exceed current CAD maintenance expenditures of \$120,000/year.
- Total 5 year acquisition cost \$583,100 which includes maintenance cost not included in the Tiburon pricing.
- New World maintenance costs are locked in at a 3% yearly increase for the length of the financing term.

DEPT/OFFICE:

Fire Rescue

REQUESTED ACTION:

Request Approval to Piggyback the Brevard County Sheriff's Department's contact with Tyler Technologies, Inc. for the Installation and Maintenance of CAD software for BCFR's Dispatch Center; Authorize the County Manager, Public Safety Director or designee, to execute all resulting Contracts, Budget Change Requests, Task Orders, Renewals and Extensions with Tyler Technologies, Inc. upon approval by the County Attorney's Office and Risk Management; and Authorize the County Manager, or designee, to Approve and Execute a contract extension with the County's current CAD Software Vendor, Tiburon to allow sufficient time for the transition between both vendors.

SUMMARY EXPLANATION and BACKGROUND:

The Brevard County Sheriff's Department currently uses Tyler Technologies, Inc., CAD (Computer Aided Dispatch) to process calls and assign resources for emergency 911

Fire Rescue currently utilizes Tiburon as their CAD vendor and is expected to reach of support within the next three (3) to five (5) years. This will require a large fiscal estment to upgrade to the new Tiburon product, a \$750,000 impact.

Fire Rescue and the Sheriff's office will benefit operationally by utilizing the same CAD system that will allow for timely call processing and unit assignment for Fire Rescue and Sheriff resources. The cooperative CAD system would allow increased information sharing capabilities and call processing efficiencies. The sharing of information will assist in increasing responder safety and the possibility of reduced response times for our citizens. By utilizing the existing New World CAD infrastructure within BCSO Dispatch, Fire Rescue will be able to acquire Tyler Technologies, Inc., at a significant cost savings compared to that of the Tiburon CAD upgrade.

Both the City of Cocoa and City of Titusville are already utilizing New World CAD which will allow our dispatch centers to share information between agencies for increased call processing efficiency and resource allocation. This capability will increase the value of current Auto Aid agreements by reducing response times and call transfer times for each agency involved.

By flexing the initial cost of the Tyler Technologies purchase over a five year term, Fire rescue will maintain the current expense level of our current CAD. In year six, Fire Rescue is projecting a \$70,000 decrease in CAD expenses due to a reduced maintenance cost.

CLERK TO THE BOARD INSTRUCTIONS:

Please return a fully executed copy of the contract to Pamela Barrett in Fire Rescue

ATTACHMENTS:

- | | Description |
|--------------------------|---|
| <input type="checkbox"/> | Contract Review Form |
| <input type="checkbox"/> | Exhibit A |
| <input type="checkbox"/> | Exhibit B |
| <input type="checkbox"/> | Exhibit C |
| <input type="checkbox"/> | Exhibit D |
| <input type="checkbox"/> | Exhibit E |
| <input type="checkbox"/> | Exhibit F |
| <input type="checkbox"/> | Exhibit G |
| <input type="checkbox"/> | Contract for License and Services, Tyler Technologies |



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

| | |
|--|---------------------------------|
| 1. Contractor: TYLER TECHNOLOGIES, INC. (NEW WORLD) | |
| 2. Fund/Account #: | 3. Department Name: BCFR |
| 4. Contract Description: CAD INSTALL/MAINTENANCE CONTRACT | |
| 5. Contract Monitor: SCOTT GOLD/PAMELA BARRETT | 7. Contract Type: |
| 6. Dept/Office Director: MARK SCHOLLMAYER, FIRE CHEIF | OPERATION EXPENSE |

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>SIGNATURE</u> | <u>DATE</u> |
|----------------------|-------------------------------------|--------------------------|------------------|-------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| Risk Management | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| County Attorney | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |

SECTION III - REVIEW AND APPROVAL TO EXECUTE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>SIGNATURE</u> | <u>DATE</u> |
|----------------------|-------------------------------------|--------------------------|--|-------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Gold, Scott <small>Digitally signed by Gold, Scott Date: 2019.06.12 10:52:55 -0400</small> | 06/12/2019 |
| Risk Management | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Matt Lairsey <small>Digitally signed by Matt Lairsey Date: 2019.06.12 10:52:55 -0400</small> | 06/12/2019 |
| County Attorney | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <i>Ed Barrett</i> | 6/12/2019 |

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| CM DATABASE REQUIRED FIELDS | Complete ✓ |
|--|--------------------------|
| Department Information | <input type="checkbox"/> |
| Department | <input type="checkbox"/> |
| Program | <input type="checkbox"/> |
| Contact Name | <input type="checkbox"/> |
| Cost Center, Fund, and G/L Account | <input type="checkbox"/> |
| Vendor Information (SAP Vendor #) | <input type="checkbox"/> |
| Contract Status | <input type="checkbox"/> |
| Contract Title | <input type="checkbox"/> |
| Contract Type | <input type="checkbox"/> |
| Contract Amount | <input type="checkbox"/> |
| Storage Location (SAP) | <input type="checkbox"/> |
| Contract Approval Date | <input type="checkbox"/> |
| Contract Effective Date | <input type="checkbox"/> |
| Contract Expiration Date | <input type="checkbox"/> |
| Contract Absolute End Data (No Additional Renewals/Extensions) | <input type="checkbox"/> |
| Material Group | <input type="checkbox"/> |
| Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract) | <input type="checkbox"/> |
| "Right To Audit" Clause Included in Contract | <input type="checkbox"/> |
| Monitored items: Uploaded to database (Insurance, Bonds, etc.) | <input type="checkbox"/> |



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 10, 2019

M E M O R A N D U M

TO: Chief Mark Schollmeyer, Fire Rescue Attn: Pamela Barrett

RE: Item F.28., Piggyback Brevard County Sheriff Office (BCSO) Contract with Tyler Technologies (Formerly New World, Inc.) for Computer Aided Dispatch (CAD) Software for Brevard County Fire Rescue's (BCFR's) Dispatch Center

The Board of County Commissioners, in regular session on July 9, 2019, approved piggyback of the Brevard County Sheriff's Office contract with Tyler Technologies, Inc. for the installation and maintenance of CAD software for BCFR's Dispatch Center; authorized the County Manager, Public Safety Director, or designee, to execute all resulting contracts, budget change requests, task orders, renewals, and extensions with Tyler Technologies, Inc., upon approval by the County Attorney's Office and Risk Management; and authorized the County Manager, or his designee, to approve and execute a contract extension with the County's current CAD software vendor, Tiburon, to allow sufficient time for the transition between both vendors. Enclosed is a fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration
Finance
Budget

**CONTRACT FOR
LICENSE AND SERVICES
TYLER TECHNOLOGIES, INC.**

THIS LICENSE AND SERVICES AGREEMENT made and entered into this 9 day of July, 2019, by and between the following Parties: Brevard County Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter referred to as the "Client"), and Tyler Technologies, Inc., a business having its primary business location at One Tyler Drive, Yarmouth, ME 04096, (hereinafter referred to as "Tyler").

WHEREAS, Brevard County selected Tyler Technologies, Inc., to license the software products and perform the services set forth in the Investment Summary and Tyler Technologies, Inc. desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Client and Tyler agree as follows:

1. **GENERAL SCOPE:** Tyler is to provide Client with all products and services listed in the Investment Summary attached as Exhibit A. Tyler will provide maintenance and support services in accordance with the Maintenance and Support Agreement attached as Exhibit C. Tyler will provide the Client with all products and services listed in the Investment Summary attached as Exhibit A.

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Brevard County Board of County Commissioners, Brevard County, Florida.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current Documentation.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and

licensed by us to you through this Agreement.

- “we”, “us”, “our” and similar terms mean Tyler
- “you” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
5. Affiliated Organizations for the Tyler Software.
 - 5.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
 - 5.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
 - 5.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. **Third Party Hardware**. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software**. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues

you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **Force Majeure.** Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in

order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

4. Term. This Agreement is designed to establish set terms that will apply to goods and services ordered by Client. The term of the specific goods and services purchased will be found in the applicable investment summary and exhibit for an applicable good or service.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the

right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

2.3 In agreeing to these provisions, Client does not waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. The Parties acknowledge that specific consideration has been exchanged for these provisions.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A

THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. Tyler will provide an insurance certificate documenting Tyler's coverage. Tyler's insurance company uses a standard Acord form that provides that notice will be given according to the terms of the insurance policy. Tyler agrees to provide notice of cancellation directly to the Client. Tyler agrees to secure insurance from a carrier with a minimum AM Best rating of A-:VII.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction in Brevard County, Florida or the federal district court for Brevard County, Florida. The Parties agree that this Contract shall be interpreted under the laws of the State of Florida. Each Party agrees to bear its own legal costs and attorney fees. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. Client does not agree to paragraph 14.0 of the BCSO contracts as it pertains to Arbitration.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. Employment Eligibility Verification (E-Verify):
 - 6.1. Tyler shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Tyler and assigned to Client's project during the term of the Agreement.

6.2. Tyler shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

6.3. Tyler agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make relevant records available to Client consistent with the terms of Tyler's enrollment in the program by maintaining a copy of proof of Tyler's and any subcontractors' enrollment in the E-Verify Program.

6.4. Compliance with the terms of this section is made an express condition of this Agreement and the Client may treat a failure to comply as a material breach of this Agreement subject to Section G.

6.5. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.

6.6. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This agreement may only be modified by a written amendment signed by an authorized representative of each party. The Parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of the Agreement.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice.

The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law. (See also paragraph 26)

18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an

original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. SCRUTINIZED COMPANIES: Tyler certifies that it and its subcontractors, if any, are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for more than one million dollars, the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option in accordance with Section G if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

23. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement Schedule 1: Support Call Process |
| Exhibit D | INTENTIONALLY LEFT BLANK |
| Exhibit E | Statement of Work |

| | |
|-----------|---|
| | Schedule 1: Implementation and Training Support Services |
| | Schedule 2: Customer Requested Standard Software Enhancement/Modifications And/or Custom Software |
| Exhibit F | Additional Terms for New World Public Safety Hosted Components Schedule 1: Service Level Agreement |

24. The Parties agree that this Agreement is entered into under the authority at paragraph 18.7 of the Contract between New World Systems and the Brevard County Sheriff's Office, dated July 14, 2014 (hereinafter referred to as the BCSO contract). Tyler Technologies acquired New World Systems Corporation on November 16, 2015, with Tyler being the surviving entity. Tyler is the successor-in-interest to New World and assumed all rights and obligations of New World, including those in the Agreement with the Brevard County Sheriff. The Parties agree that this Agreement will terminate at the same time that the BCSO New World Systems contract terminates, whatever the reason. Additionally, unless they conflict with this Agreement, the Parties agree that the terms of the BCSO contract apply to this Agreement. The BCSO contract is incorporated by reference as if set forth herein.

25. PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

26. AUDIT RIGHTS/PUBLIC RECORDS.

a. In performance of this Agreement, Tyler shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures.

b. All documents, papers, books, records and accounts made or received by Tyler in conjunction with this Agreement, and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the Client no more than three times per year, upon one week's notice and at Client's sole expense. The Client or any of its duly authorized representatives reserves the right to audit the Tyler's records related to this Agreement at any time during the term of this Agreement and for a period of three (3) years after final payment is made.

c. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. Tyler agrees and understands that Florida has broad public records disclosure

laws, and that any written communication with Tyler, to include emails, email addresses, a copy of this Agreement, and any supporting documentation may be subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute. **Tyler reserves the right to protest the public disclosure of its confidential and proprietary information, consistent with applicable public records laws.**

d. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (section 119.011(12), Florida Statutes).

e. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the Client or Tyler related to the performance of the services under this Agreement do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by Tyler or the Client- must be provided to anyone making a public records request. After prompt notice by Client, it will be Tyler's duty to identify any information in records created by the Tyler which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

f. Tyler software is licensed to the Client for the creation of certain contracted deliverables, but the Client is prohibited from disclosing of the underlying software application, programs, and data, outside of authorized work product and deliverables, as protected by Florida and federal law.

g. Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the Client. Tyler shall direct individuals requesting public records from Tyler to the public records custodian listed below.

h. Should any person or entity make a public records request of the Client which requires or would require the Client to allow inspection or provide copies of records which Tyler maintains are exempt under the Public Records Law or otherwise confidential, it shall be Tyler's obligation to provide the County within a reasonable time of notification by the Client to the Tyler of the records request, of the specific exemption or confidentiality provision to allow the Client to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

i. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR agrees to indemnify the COUNTY in accordance with Section H(2).

j. To the extent that Tyler has any public records in its possession, upon request from the public agency's custodian of public records, Tyler will provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost permitted under Florida Statute. **Tyler reserves the right to protest the public**

which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds of this Agreement. Tyler covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. Tyler further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Tyler.

30. Authority: Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date and year written above.

ATTEST:



Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FL**




Kristine Isnardi, Chair

As Approved by the Board on: 7-9-19

Reviewed for legal form and content:

Christine Schverak 7/1/2019
Christine Schverak, Assistant County Attorney

TYLER TECHNOLOGIES, INC.

By: 
Name: Bryan Proctor
Title: SVP

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Brevard County Fire Rescue Department
1040 South Florida Avenue
Rockledge, FL 32955
Attention: Fire Chief Mark Schollmeyer

disclosure of its confidential and proprietary information, consistent with applicable public records laws.

k. To the extent that Tyler has any public records in its possession, Tyler shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if Tyler does not transfer the records to the Client.

l. To the extent that Tyler has any public records in its possession, upon completion of the Contract, the CONTRACTOR shall transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS, C/O MS. PAMELA BARRETT, PAMELA.BARRETT@BREVARDFL.GOV.

27. HIPAA. Tyler Technologies, Inc. is not a "business associate" of the COUNTY, as the term "business associate" is defined by HIPAA (Health Insurance Portability and Accountability Act of 1996 and 45 Code of Federal Regulations parts 142 and 160-164, as amended). All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Contract, shall be treated by both Parties as confidential, and shall not be released, disclosed, or published to any Party other than as required or permitted under applicable laws.

28. NON-EXCLUSIVE CONTRACT. The Parties agree that the Client may contract for CAD software and maintenance services from any provider that COUNTY determines, in its sole discretion, in the public interest. To the extent Client purchases Tyler software, Client agrees to only contract with Tyler for the maintenance and support of that software.

29. Conflicts of Interest. No officers, members or employees of the Client, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Craig Campbell
 Date: 6/12/2019
 Quote Expiration: 6/15/2019
 Quote Name: Brevard County Fire CAD and Mobile
 Quote Number: 2018-23955-12
 Quote Description: Brevard County Fire CAD and Mobile

Sales Quotation For
 Brevard County Fire
 1040 Florida Ave S Ste 203A
 Rockledge, FL 32955-2498
 Phone: +1 (321) 633-2056

Tyler Software

| Description | License | Discount | License Total | Year One Maintenance |
|--|-----------------------|------------------|------------------|----------------------|
| Computer Aided Dispatch | | | | |
| Tyler CAD to Tyler CAD Interface | \$0 | \$0 | \$0 | \$0 |
| Pre-Arrival Questionnaire Interface | \$18,000 | \$9,720 | \$8,280 | \$1,739 |
| CAD CFS (xml) Export Interface | \$36,000 | \$19,440 | \$16,560 | \$2,978 |
| Fire Records Interface | \$36,000 | \$19,440 | \$16,560 | \$2,978 |
| ePCR Interface | \$36,000 | \$19,440 | \$16,560 | \$2,978 |
| Deccan LiveMUM Interface | \$36,000 | \$19,440 | \$16,560 | \$2,978 |
| Fire Records Management System | | | | |
| New World Fire Records Software/Pre-Plans Only | \$31,680 | \$17,107 | \$14,573 | \$3,060 |
| Mobile | | | | |
| Fire Dispatch/Messaging (100) | \$40,000 | \$21,600 | \$18,400 | \$3,864 |
| In-Car Mapping / AVL (100) | \$15,000 | \$8,100 | \$6,900 | \$1,449 |
| In-Car Routing (100) | \$10,000 | \$5,400 | \$4,600 | \$966 |
| CrewForce - Fire Dispatch (50) | \$23,750 | \$12,850 | \$10,900 | \$2,289 |
| Other Software | | | | |
| Upgrade to New World Enterprise Combined LE/Fire/EMS CAD | \$46,800 | \$25,272 | \$21,528 | \$4,521 |
| Workstation License | \$5,000 | \$2,700 | \$2,300 | \$483 |
| | Sub-Total: | \$334,230 | \$180,509 | \$30,283 |
| | Less Discount: | \$180,509 | | \$30,283 |
| | TOTAL: | \$153,721 | \$153,721 | \$0 |

Annual/SaaS

| Description | Quantity | Fee | Discount | Annual |
|----------------------|----------|---------|----------|----------------|
| Mobility Hosting Fee | 1 | \$3,000 | \$0 | \$3,000 |
| TOTAL: | | | | \$3,000 |

Services

| Description | Quantity | Unit Price | Discount | Total |
|---|----------|------------|----------|------------------|
| Project Management | 1 | \$33,280 | \$0 | \$33,280 |
| Mobility Implementation | 1 | \$2,320 | \$0 | \$2,320 |
| Tyler CAD to Tyler CAD Interface Installation | 1 | \$0 | \$0 | \$0 |
| Pre-Arrival Questionnaire Interface Installation | 2 | \$1,160 | \$0 | \$2,320 |
| CAD Export Installation | 1 | \$2,320 | \$0 | \$2,320 |
| Fire Records Interface Installation | 1 | \$2,320 | \$0 | \$2,320 |
| ePCR Interface Installation | 1 | \$2,320 | \$0 | \$2,320 |
| Deccan LiveMUM Interface Installation | 1 | \$4,640 | \$0 | \$4,640 |
| Fire Mobile Messaging Configuration | 1 | \$4,350 | \$0 | \$4,350 |
| Fire Mobile Messaging Training (includes 10 trainers ea.) | 1 | \$4,350 | \$0 | \$4,350 |
| Fire Mobile Messaging Go-Live | 1 | \$13,050 | \$0 | \$13,050 |
| Custom Interface to MACH Alert [one-way] | 1 | \$21,600 | \$0 | \$21,600 |
| New World Upgrade CAD Services | 1 | \$34,800 | \$0 | \$34,800 |
| TOTAL: | | | | \$127,670 |

Third Party Hardware, Software and Services

| Description | Quantity | Unit Price | Total | Unit Maintenance | Year One Maintenance |
|---|----------|------------|-----------------|------------------|----------------------|
| Esri ArcGIS Engine Runtime for CAD Workstations | 10 | \$500 | \$5,000 | \$105 | \$1,050 |
| Esri Mobile In-Car Mapping and Routing unit(s) | 100 | \$250 | \$25,000 | \$53 | \$5,250 |
| Lantronix UDS-1100 | 1 | \$175 | \$175 | \$0 | \$0 |
| <i>3rd Party Hardware Sub-Total</i> | | | \$175 | | \$0 |
| <i>3rd Party Software Sub-Total</i> | | | \$30,000 | | \$6,300 |
| <i>Less Discount</i> | | | | | \$6,300 |
| TOTAL: | | | \$30,175 | | \$0 |

Summary

| | One Time Fees | Recurring Fees |
|---|----------------------|-----------------------|
| Total Tyler Software | \$153,721 | \$30,283 |
| Total Annual Fees | | \$3,000 |
| Total Tyler Services | \$127,670 | |
| Total Other Costs | \$0 | |
| Total Third Party Hardware, Software and Services | \$30,175 | \$6,300 |
| Travel and Living Expenses | \$24,000 | |
| Summary Total | \$335,566 | \$39,583 |

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s). New

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

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

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

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.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World 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 Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing 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.

CAD Maintenance includes 24/7 Support

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

The license for the Fire Records module is solely for pre-plan functionality. Client shall not be entitled to use any other Fire Records functionality without paying additional software license fees. Use of the Fire Records modules for functionality other than pre-plans shall require Client to pay for the full license and failing to do so shall invalidate Client's limited license to Fire Records.

Assumptions

New World CrewForce client software supports Apple iPhone 6S, iPad Air 2 or newer, iPad Mini 4 or newer and iPad Pro, and iOS 10.2.1 or latest version.

Other than for Mobile Software, a Workstation License for up to 50 users is included for the Exhibit A Licensed Standard Software. The Workstation License adds the following agency as an authorized user of the Brevard County Sheriff Office, Florida licensed standard software:

- Brevard County Fire Rescue, Florida



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees will be invoiced 100% on the Effective Date.

1.2 *Maintenance and Support Fees (including Esri and Embedded Third Party Software):* Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rate listed in the Investment Summary, are payable one year from the Effective Date. Beginning with Year 3, maintenance and support fees shall not increase more than three percent (3%) each year over the prior year for three (3) consecutive years, and will be invoiced annually in advance of each anniversary thereof. Beginning in Year 6, subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Requested Custom Software Interfaces:* Requested custom software interfaces are invoiced 100% upon initial delivery of the interface.

2.3 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following initiation of project planning.

3. Other Services and Fees.

3.1 *New World Hosting Fees:* Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing

by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software):* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

| | |
|--------------|---|
| Bank: | Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated

by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

A. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

B. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

C. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration.

Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. **Hardware and Other Systems.** If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. **Other Excluded Services.** Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 - Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference <http://www.tylertech.com/client-support> for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.



Exhibit D
Third Party End User License Agreement

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Exhibit E Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.



Exhibit E
Schedule 1
Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.



Exhibit E Schedule 2

Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interfaces

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) MACH Alerting Toning Interface:

Tyler Technologies will provide an interface that will send messages to the MACH Alerting device based on the units and stations dispatched to a call.

If the MACH Alerting device returns an error, a standard CAD toast message will be displayed

The message will be sent automatically when units are dispatched. The user will not have the ability to manually send tones directly from the New World CAD client. Any errors received from the Device will be written to the call log.

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.**
- (2) Prepare a Requirements Document (RD) to include:**
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples

- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request For Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

| <u>Activity</u> | <u>Targeted Time Period</u> |
|---|-----------------------------|
| (1) We will work with your staff in completing the RD. You agree 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) We submit completed RD to you. | To be determined |
| (3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing. | To be determined |
| (4) We complete programming from RD and provide the associated deliverable to you. | To be determined |
| (5) You test software modification based on RD. | To be determined |

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary.



Exhibit F

Additional Terms for New World Public Safety Hosted Components

We will provide you with the New World Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"New World Public Safety Components"** means the New World Public Safety hosted components of Tyler Software identified in the Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the New World Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the New World Public Safety Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for New World Public Safety Components.

- 2.1. We will either host or engage Third Party Services in order to host the New World Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the New World Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit F Schedule 1 Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

| Targeted Attainment | Actual Attainment | Client Relief |
|----------------------------|--------------------------|--|
| 100% | 98-99% | Remedial action will be taken at no additional cost to you. |
| 100% | 95-97% | Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle |
| 100% | <95% | Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle |

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit G
Brevard County Sheriff's Department Contract

EXHIBIT G



New World Systems
The Public Sector Software Company

Document Number: BREV-14A2E

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

July 9, 2014

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendices ("this Agreement") is between **New World Systems® Corporation** ("New World"), a Michigan Corporation and **Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida, a county constitutional officer and a county charter officer** ("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**.

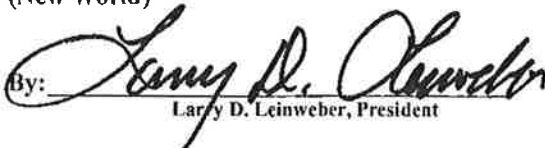
The attached Exhibits and Appendices include:

- Exhibit AA TOTAL COST SUMMARY AND PAYMENT SCHEDULE
- Exhibit A LICENSED STANDARD SOFTWARE AND FEES
- Exhibit B IMPLEMENTATION AND TRAINING SUPPORT SERVICES
- Exhibit C STANDARD SOFTWARE MAINTENANCE AGREEMENT
- Exhibit D NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
- Exhibit E DEMONSTRATION SITE DISCOUNT
- Exhibit F DATA FILE CONVERSION ASSISTANCE
- Exhibit G CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE
- Exhibit H ESCROW OF SOFTWARE SOURCE CODE
- Exhibit I DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES
- Appendix 1 AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES
- Appendix 2 STATEMENT OF WORK


By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendices. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

WAYNE IVEY, SHERIFF OF BREVARD COUNTY,
FLORIDA
(Customer)

By:  SHERIFF
Authorized Signature Title

By: _____
Authorized Signature Title

Date: 07-14-14

Date: _____

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

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 .NET Server(s) to be located at:
*Brevard County Sheriff's Office
700 Park Avenue
Titusville, FL 32780*
Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. **"Confidential Information"**:
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
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 \$1,200/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 but no more than 3% over the prior 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. **"Go Live"**:
The point at which a software system, module or update/upgrade is implemented into active and live operation mode.
10. **"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) ninety (90) days after delivery of the Licensed Standard Software.
11. **"Licensed Custom Software"**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
12. **"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).
13. **"Licensed Products"**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
14. **"Licensed Software"**:
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
15. **"Licensed Standard Software"**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
16. **"SSMA"**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
17. **"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.
18. **"Travel Time"**:
Actual **New World** employee travel time billed at the Hourly Rate of \$150/hour, up to, but not exceeding, four (4) hours per each trip relating to this project.
19. **"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 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**. 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 any reason, **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**. 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) and such additional charges, if any, shall be mutually agreed upon prior to **New World** performing any additional services.
- 7.2 If **Customer** wishes to add additional Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. 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), the Florida Open Records Act, Chapter 119, 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. A party may disclose Confidential Information to the extent required by the Florida Open Records Act, Chapter 119, or other freedom of information laws or regulations, provided that it gives the other party reasonable prior notice of such disclosure and, if feasible, the opportunity to object to or seek to limit such disclosure. Furthermore, **New World** agrees to comply with the provisions of Chapter 119, Florida Statutes, in all respects, including the provisions of Section 119.0701, Florida Statutes, to the extent that provision applies to **New World**.
- 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;
 - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement **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 Paragraph 4.0; 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 fees paid to **New World** up to the one-time project cost as described in Exhibit AA. Notwithstanding the forgoing, in no event shall the obligations of **New World** pursuant to the provisions of Subparagraph 16.2 be subject to any limitations whatsoever.
- 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 applicable. 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, including any damage to **Customer's** 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 Except as required by law, 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.
- 14.7 Any and all arbitration shall be conducted in Brevard County, Florida, and venue for any action to enforce an award of arbitration or to interpret or enforce the provisions of Agreement or otherwise arising under this Agreement shall lie exclusively in the appropriate state court situate in Brevard County, Florida.

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 sixty (60) 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 sixty (60) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
 - (iii) During the sixty (60) day cure period, **Customer** shall use its best efforts to resolve any issues or obstacles;
 - (iv) At the end of sixty (60) 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 thirty (30) 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 sixty (60) 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 INDEMNIFICATION

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

The limited indemnification for **New World** employees shall only apply in those situations where **New World's** insurance coverage in Paragraph 13 does not cover a claim. If the insurance does not cover a claim, then subject to a recovery limitation of direct damages up to the Exhibit A Licensed Standard Software fees paid to **New World**, the following shall apply.

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

- 16.2 **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 or actual 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, without regard for that state's conflict of law principles, 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**.
- 18.9 This **Agreement** shall not be assigned by either party without the prior written consent of the other party, but this **Agreement** shall continue in full force and effect notwithstanding the election or appointment of a sheriff who succeeds **Customer** in office.
- 18.10 In the event of any conflict between the provisions of this **Agreement** and the provisions of any of the exhibits attached hereto, the provisions of this **Agreement** shall govern in all respects.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

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

| <u>DESCRIPTION OF COST</u> | <u>COST</u> |
|--|--|
| A. LICENSED STANDARD SOFTWARE as further described in Exhibit A | \$1,388,340 |
| 1. Licensed Standard Software | \$2,571,000 |
| 2. Less Demonstration Site Discount | (1,182,660) |
| B. IMPLEMENTATION SERVICES | 1,101,390 |
| 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. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F | |
| 7. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G | |
| C. THIRD PARTY PRODUCTS AND SERVICES | 319,446 |
| 1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1 | |
| D. OTHER COSTS | 3,000 |
| | <u>ONE TIME PROJECT COST: \$2,812,176</u> |
| E. TRAVEL EXPENSES (Estimate) – billed as incurred | \$90,000 |
| F. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C, | |

PRICING ASSUMES CONTRACT EXECUTION BY JULY 11, 2014.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

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

| <u>DESCRIPTION OF PAYMENT</u> | | <u>PAYMENT</u> |
|---|---------------------------|---------------------------|
| A. LICENSED STANDARD SOFTWARE | | \$1,388,340 |
| 1. Amount invoiced upon Effective Date (50%) | \$694,170 | |
| 2. Amount invoiced upon delivery of Licensed Standard Software (50%) | 694,170 | |
| B. IMPLEMENTATION SERVICES | | 1,101,390 |
| 1. Amount invoiced upon Effective Date | \$165,209 | |
| 2. Amount invoiced upon completion of Step 3 in SOW - Complete and Approve Project Plan | 110,139 | |
| 3. Amount invoiced upon completion of Step 5 in SOW - Functional Review for Corrections | 220,278 | |
| 4. Amount invoiced upon completion of Step 8 in SOW - Conduct Go-Live for Corrections | 165,209 | |
| 5. Amount invoiced upon completion of Step 5 in SOW - Functional Review for CAD/Records/Mobile | 220,278 | |
| 6. Amount invoiced upon completion of Step 8 in SOW - Conduct Go-Live for CAD/Records/Mobile | 165,208 | |
| 7. Amount invoiced upon completion of Step 10 in SOW - Project Completion | 55,069 | |
| C. THIRD PARTY PRODUCTS AND SERVICES | | 319,446 |
| 1. Amount invoiced upon Effective Date (50%) | 159,723 | |
| 2. Amount invoiced upon delivery of the Third Party Products and Services (50%) | 159,723 | |
| D. OTHER COSTS | | 3,000 |
| 1. Escrow one-time setup fee – invoiced upon Effective Date | 3,000 | |
| | ONE TIME PAYMENTS: | <u>\$2,812,176</u> |

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

E. TRAVEL EXPENSES (Estimate) \$90,000*
(These expenses are billed as incurred)

1. 60 Trips are anticipated

*Estimate

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

G. SOURCE CODE ESCROW FEES

1. Annual Administrative Fee – Years 1, 2 and 3 included Included
Standard Annual Fee is \$1,000. Subsequent year's Annual Administrative Fees
will not increase more than 5% over the previous year's fee.

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

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

EXHIBIT 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 CAD Enterprise.NET Multi-Jurisdiction LE CAD | \$109,000 |
| - CAD Mapping | |
| - Call Entry | |
| - Call Control Panel | |
| - Unit Recommendations | |
| - Unit Control Panel | |
| - Call Stacking | |
| - CAD Messaging | |
| - Call Scheduling | |
| - Dispatch Questionnaire | |
| - GIS/Geo-File Verification | |
| - Hazard and Location Alerts | |
| - Access to Aegis/MSP LE Records | |
| - Note Pads | |
| - Proximity Dispatch (Requires CAD AVL and Mobile) | |
| | |
| 2. Additional Aegis CAD Enterprise.NET Software for Computer Aided Dispatch ⁵ | |
| - BOLOs | 13,000 |
| - CAD Auto Routing | 13,000 |
| - CAD AVL | 13,000 |
| - Service Vehicle Rotation (Wrecker, Ambulance) | 13,000 |
| - Web CAD Monitor | 30,000 |
| | |
| 3. Aegis CAD Enterprise.NET Third Party Interface Software ⁵ | |
| - CAD Paging Interface <i>Supports SNPP, SMTP, Standard TAP, WCTP</i> | 14,000 |
| - E-911 Interface ⁶ | 14,000 |

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

On-Line Modules⁷

- On-Line CAD Interface to State/NCIC ⁷ 17,000
Includes state-specific standard forms
- Pictometry Interface 14,000

LAW ENFORCEMENT RECORDS

- 4. Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records 96,000**
 - 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/IBR⁸ 24,000
 - State Accidents⁹ 24,000

- 6. Additional Aegis/MSP Software for Law Enforcement Records**
 - Activity Reporting and Scheduling 12,000
 - Alarm Tracking and Billing 18,000
 - Animal Tracking¹⁰ 18,000
 - Career Criminal Registry (parolee, sex offender) 12,000
 - Case Management 12,000
 - Data Analysis/Crime Mapping/Management Reporting¹¹ 25,000
 - Demographic Profiling Reporting 18,000
 - Equipment Tracking 18,000
 - Field Investigations 12,000
 - Gang Tracking 18,000
 - Inventory 18,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

| | |
|---|--------|
| - Narcotics Management/Intelligence | 18,000 |
| - Orders of Protection | 18,000 |
| - Pawn Shops | 12,000 |
| - Property Room Bar Coding ⁵ | 12,000 |
| - Web Briefing Notes (includes BOLOs) | 13,000 |

7. Aegis/MSP Third Party LE Records Interface Software⁵

| | |
|--|--------|
| - Ticket Writer Interface | 35,000 |
| - Aegis State/NCIC Interface ⁷ <i>Includes state-specific standard forms</i> | 22,000 |

On-Line Modules⁷

Includes state-specific standard forms

| | |
|--|--------|
| - On-Line Global Subjects Interface to State/NCIC | 17,000 |
| - On-Line Orders of Protection Interface to State/NCIC | 17,000 |
| - On-Line Property Checks Interface to State/NCIC | 17,000 |
| - On-Line Impounds Interface to State/NCIC | 17,000 |
| - On-Line Wants and Warrants Interface to State/NCIC | 17,000 |

CORRECTIONS

8. Aegis/MSP Corrections Management Software Base Package 84,000

- Aegis/MSP LE Records Interface
- Bookings
- D/L Swipe for Visitors (*requires add'l third 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

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

| | |
|---|--------|
| 9. Aegis/MSP State Compliance Reporting for Corrections | 26,000 |
| - State Corrections Reporting Includes up to 4 reports | |
| 10. Additional Aegis/MSP Software for Corrections Management | |
| - Inmate Movement Tracking Bar Coding | 13,000 |
| - Commissary Accounting | 13,000 |
| - Property Room Bar Coding | 13,000 |
| - Data Analysis/Crime Mapping/Management Reporting ¹¹ | 14,000 |
| - Officer Activity Reporting and Scheduling | 13,000 |
| - Officer Equipment Tracking | 18,000 |
| - Grievance Tracking | 13,000 |
| - Web Inmate Inquiry (<i>requires database replication</i>) | 15,000 |
| 11. Aegis/MSP Third Party Corrections Interface Software⁵ | |
| - Livescan Interface <i>Supports FTP, UNC or File Share for communication using the b.txt or NIST file formats</i> | 14,000 |
| - Commissary Interface <i>Supports Swanson, Keefe, Aramark, Canteen</i> | 18,000 |
| - Inmate Telephone System Interface <i>Supports Securus</i> | 18,000 |
| - VINE Interface | 14,000 |
| 12. Aegis/MSP Imaging Software | |
| - Public Safety Lineups/Mug Shots ¹² | 40,000 |
| <u>DECISION SUPPORT SOFTWARE</u>^{11,13} | |
| 13. Law Enforcement Management Data Mart (CAD, RMS) | |
| - Includes 10+ users | 24,000 |
| Dashboards for Law Enforcement | 20,000 |
| 14. Corrections Management Data Mart | |
| - Includes 10+ users | 24,000 |
| Dashboards for Corrections Management | 20,000 |

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

AEGIS DATA SHARING

15. **Multi-Server Search** 20,000
(searching third party databases requires a custom interface)

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000 ¹⁴

16. **Base Message Switch to State/NCIC (700+ units)** 152,000
- Base Message Switch for MDT/MCT
- State/NCIC Interface
17. **Additional Aegis® Software for RS/6000 Message Switch**
- New World CAD Interface for Aegis MSP (700+ units) 40,000
 - Mobile Upload Software (700+ units) 100,000
 - AVL Interface (700+ units) ¹⁵ 40,000

MOBILE SOFTWARE ON THE MSP Server

18. **Aegis® Mobile Integration Software**
- MDT/MCT Base CAD/RMS Interface (700+ units) 65,000
 - AVL CAD Interface (700+ units) ¹⁵ 40,000

MOBILE MANAGEMENT SERVER

19. **Aegis Mobile Management Server Software (700+ units)**
- Base CAD/NCIC/Messaging N/C
 - Field Reporting 40,000
 - Field Reporting Data Merge 10,000

CLIENT SOFTWARE

20. **Aegis® Law Enforcement Mobile Unit Software (600 Units)**

Mobile Messaging

\$750 ea. \$450,000

LE State/NCIC via Switch ⁷

LE CAD via Switch

Mugshot Image Download

In-Car Mapping

In-Car Routing

New World AVL

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

Field-Based Reporting (600 Units)

\$600 ea. \$360,000

LE Field Reporting (Federal Standards)

The following 5 New World Reports are included:

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

LE 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

21. In-Station -Based Reporting (100 Units)

\$500 ea. \$50,000

LE Field Reporting (Federal Standards)

The following 5 New World Reports are included:

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

LE Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 form)

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

22. **Workstation License** Included

NEW WORLD STANDARD SOFTWARE LICENSE FEE **\$2,571,000**

LESS DEMONSTRATION SITE DISCOUNT **(1,182,660)**

| | |
|--|---------------------------|
| TOTAL SOFTWARE LICENSE FEE ^{16,17} | <u>\$1,388,340</u> |
|--|---------------------------|

Note: Other than for Mobile Software, a Workstation License for up to 400 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Brevard County Sheriff, FL
- US Fish and Wildlife - Brevard County, FL
- Indianalantic Police, FL
- Indian Harbour Police, FL
- Melbourne Beach Police, FL
- Melbourne Village Police, FL
- West Melbourne Police, FL (Dispatch only)

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 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).*
- ² *New World Systems' Aegis product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 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 *Requires Lantronix UDS 1100 included in Appendix 1 of this Agreement.*
- ⁷ *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software. Includes state-specific standard forms developed by New World. Additional forms can be provided for an additional fee.*
- ⁸ *Federal UCR/IBR includes edits, reports and electronic submission.*
- ⁹ *State Accidents includes logic, reports and electronic submission, where applicable.*
- ¹⁰ *The Animal Tracking module consists of two main components. The first component consists of the Animal Entry and Animal Search screens, which allows Customer to track information about animals associated with Law Enforcement Records incidents. The second component permits Customer to enter and maintain animal and kennel licensing information. Animal data created via the Animal Tracking module can be accessed via the following Law Enforcement Records modules: Incidents, Tickets and Citations, Property Room, and Persons and Businesses (to identify animal owners).*
- ¹¹ *Application may require a separate Server.*
- ¹² *Camera must meet product specifications and be procured through New World.*
- ¹³ *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*
- ¹⁴ *Currently supporting Commercial 3G/4G Broadband Wireless, 802.11, NetMotion and Radio IP VPN solutions.*
- ¹⁵ *Requires 3rd party GPS hardware.*
- ¹⁶ *Prices assume that all software is licensed.*
- ¹⁷ *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 18 months after the Effective Date.

2. 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.

3. Implementation and Training Support Services

Based on the Licensed Standard Software listed on Exhibit A, up to **189** 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:

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

- 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).

4. Interface Installation Service

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

- a) Systems Assurance and Software Installation
- b) Message Switch Installation
- c) Web CAD Monitor
- d) CAD Pager Interface
- e) 911 Interface
- f) On-Line CAD Interface to State/NCIC
- g) Pictometry Interface
- h) Web Briefing Notes
- i) Ticket Writer Interface
- j) State/NCIC
- k) On-line Global Subjects Interface to State/NCIC
- l) On-Line Orders of Protection Interface to State/NCIC
- m) On-Line Wants and Warrants Interface to State/NCIC
- n) On-Line Impounds Interface to State/NCIC
- o) Web Inmate Inquiry
- p) Livescan Interface (6 locations)
- q) Commissary Interface
- r) VINE Interface
- s) New World Mug Shots/Imaging
- t) 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.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

5. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Aegis.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 time.

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

6. Message Switch Operating System Assurance Service

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

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

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

7. Additional Services Available

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

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

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the 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 six (6) 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.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

4. Billing

Maintenance for years 2 and 3 will be billed upon Effective Date. Maintenance costs for years 4, 5 and 6 will be billed annually.

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 .NET Server(s)

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 and 3 | \$734,100 |
| Year 4 | 450,000 |
| Year 5 | 465,000 |
| Year 6 | 480,000 |

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: **Brevard County Sheriff**
Customer Name

Located At: **700 Park Avenue**
Titusville, FL 32780

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)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

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

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

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

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

General

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

New World Responsibilities

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
2. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to **Customer** location in order to conduct the following:
 - a. Conversion Analysis,
 - b. Assistance for Mapping and Testing, and
 - 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 three (3) 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, and
 - 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 thirty (30) days after the conversion is run in the live database.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Customer Responsibilities

1. 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.

2. **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 three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) 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.

3. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.
4. 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.
5. **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:

Only one data source for each of the following files to be converted:

Base Conversion

Master Files

- Master Name (Jackets)
- Addresses
- Narratives

Includes one source of data: names, addresses, characteristics, relationships, contact info, prior addresses for names. Does not include everything the name is lined to (e.g., tickets, arrests, etc.)

Note: One source of data (additional sources of data can be added at half price)

Address Re-Verification

Includes processing of converted (and other existing addresses through the GIS verification methodology. Results are applied to the live Address table. Duplicate addresses are consolidated. This is not an Address cleanup process.

Property

- Master Vehicles
- Master Guns
- Master Property (all, but gun and vehicle)
- Property Storage and Dispositions
- Property Chain of Custody
- Property Analysis Results
- Property Association to Cases

Note: One source of data (additional sources of data can be added at half price)

Law Enforcement Records Management

- Cases
- Incidents for Cases
- Arrests
- Tickets
- Warrants

Note: One source of data (additional sources of data can be added at half price)

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Corrections Management (Source = ASUS)

- Bookings
- Booking Classifications
- Housing History
- Activities
- Jail Incidents
- External Documents

Note: One source of data (additional sources of data can be added at half price)

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) Finder Interface (one-way interface of pawn tickets from Finder):
 - (2) TraCs Interface (import accidents):
 - (3) TraCs Interface (import tickets):
 - (4) Aramark Commissary Interface (2-way):
 - (5) Core EMR Interface:
 - (6) Interface to Pay My Jailer Collections (for Unpaid bills):
 - (7) Rapid ID Biometrics Interface:
 - (8) Chameleon Interface (One-way Animal Tracking):
 - (9) LaserFische Interface:

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

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

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

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.
- (4) 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.

b) Implementation Schedule

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

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

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 of Interface/Mod | Import LETTR Pawnweb transactions into LERMS Pawn |
|--|---|
| Description of Interface or Custom Modification | <i>New World will provide a one-way import of pawn transactions from the Pawnweb system into LERMS Pawn module.</i> |
| Data Source | FL TRACS |
| Target Location | NWS LERMS Pawn module |
| Interface Direction | One-Way Import into LERMS |
| NWS Interface | Interoperability Engine (IOE) |
| External System Interface | Pawnweb export (output) |
| Detailed Description | <p><i>This interface will import the Pawnweb pawned item transactions into LERMS Pawns module. LETTR Pawnweb appears to support an export option: "Output files from existing Point of Sale database systems can be uploaded to the Law Enforcement Agency of jurisdiction."</i></p> <p><i>This interface will import the pawn transactions and create or match up the appropriate global subject and any other global records. The exported Pawnweb files must contain the information needed for the Aegis Pawn module; this file must include the pawned item information. This interface supports a common data schema for the pawned item output files. These files must be located in an interface accessible network location.</i></p> <p><i>LERMS Pawn module is a prerequisite for this interface.</i></p> |
| Protocol/Transport | <i>Network Location/UNC</i> |
| Data Formats | <i>TBD file format – expect one common file format</i> |
| 3rd Party Requirements | <i>Provide export file description and sample files for development of interface. 3rd party vendor must also participate in testing during installation</i> |
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build, Install, Configure, and Test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to review scope and functionality of interface • Customer responsible for coordination with third party • Have resource available to review and approve interface design (sign off on RD) • 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, security, or other network requirements to allow two disparate systems to communicate. |

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

| Name of Interface/Mod | FL Tracs Crash Import into LERMS |
|--|---|
| Short Description of Interface or Custom Modification | <i>New World will provide a one-way import of FL TRACS crash information into LERMS Accident module.</i> |
| Data Source | FL TRACS Crash export |
| Target | NWS LERMS Accident |
| Interface Direction | One-Way Import into LERMS |
| NWS Interface | Interoperability Engine (IOE) |
| External System Interface | FL TRACS XML export functionality |
| Detailed Description | <i>This interface will import FL TRACS Crash files into LERMS creating the Accident record and associated global records. FL TRACS supports an ExportXMLCrash feature that will export XML to a local folder or UNC path. New World's interface will import this information using the configurable IOE settings to match or create global subject and vehicles for each Accident record as processed.</i> |
| Protocol/Transport | <i>Network Location/UNC/</i> |
| Data Formats | <i>State file format for TRACS Crash</i> |
| 3rd Party Requirements | <i>TRACS Crash XML files must be exported by the TRACS application to an accessible network location.</i> |
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build, Install, Configure, and Test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to review scope and functionality of interface • Customer responsible for coordination with third party • Have resource available to review and approve interface design (sign off on RD) • 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, security, or other network requirements to allow two disparate systems to communicate. |

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

| Name of Interface/Mod | FL Tracs Ticket and Citation Import into LERMS |
|--|---|
| Short Description of Interface or Custom Modification | <i>New World will provide a one-way import of FL TRACS e-ticketing information into LERMS Ticket and Citation module.</i> |
| Data Source | FL TRACS |
| Target | NWS LERMS Ticket Module |
| Interface Direction | One-Way Import into LERMS |
| NWS Interface | Interoperability Engine (IOE) |
| External System Interface | FL TRACS XML export functionality |
| Detailed Description | <i>This interface will import FL TRACS e-ticketing files into LERMS creating the ticket record and associated global records. FL TRACS supports an ExportXMLCitation feature that will export XML to a local folder or UNC path. New World's interface will import this information using the configurable IOE settings to match or create global subject and vehicles. This interface will support the State Citation file format. If a Ticket record with the specified ORI, Ticket Number, and Ticket Type already exist, the interface will reject that import and log this transaction.</i> |
| Protocol/Transport | <i>Network Location/UNC/</i> |
| Data Formats | <i>State file format for Tracs Citation</i> |
| 3rd Party Requirements | <i>Ticket and citation XML files must be exported by the TRACS application to an accessible network location.</i> |
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build, Install, Configure, and Test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to review scope and functionality of interface • Customer responsible for coordination with third party • Have resource available to review and approve interface design (sign off on RD) • 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, security, or other network requirements to allow two disparate systems to communicate. |

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

| Name of Interface/Mod | New World Interface to Aramark Commissary |
|--|--|
| Short Description of Interface or Custom Modification | <i>New World will provide a two-way interface to the Aramark Commissary system for exchange of inmate and inmate fund ledger information.</i> |
| Data Source | NWS |
| Target | Other Vendor |
| Interface Direction | Two-Way |
| NWS Interface | Interoperability Engine |
| External System Interface | N/A (or list API/SDK and embed in document below) |
| Detailed Description | <p><i>The interface will provide a set of web services that Aramark can access from their central server. Aramark can pull inmate and account balance information at set intervals for inmate transactions and can make that information available in their premise system and public facing web site.</i></p> <p><i>Payment kiosks and online web systems are usually interfaced with the commissary vendor. New World assumes the Touch Pay Financial Kiosk will be interfaced with the Aramark commissary. This interface supports a two-way exchange of inmate financial transactions between Aramark and New World which would include any kiosk transactions. In addition, this interface will also support inmate inquiry for sufficient funds and any Aegis CMS restrictions from the Aramark system (for inmate kiosk purchases).</i></p> |
| Protocol/Transport | <i>Web Service</i> |
| Data Formats | <i>XML</i> |
| 3rd Party Requirements | <i>3rd Party Vendor must provide a technical resource for consultation during the build, install, and testing of this interface. Vendor must install their side of the interface and participate in testing.</i> |
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build, Install, Configure, and Test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to review scope and functionality of interface • Customer responsible for coordination with third party • Have resource available to review and approve interface design (sign off on RD) • 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, security, or other network requirements to allow two disparate systems to communicate. |
| Comments | This proposal does not include any third party costs. Third party vendors may require additional software or services to provide their side of this interface. New World recommends you verify this with the 3 rd party vendor. |

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

| Name | CMS Interface to CorEMR Inmate Medical |
|--|--|
| Short Description of Interface or Custom Modification | <i>New World will provide a one way export of inmate information to CorEMR based on a booking, release, or a change in housing assignment per CorEMR integration information.</i> |
| Data Source | New World CMS |
| Target | CorEMR |
| Interface Direction | One Way Export |
| NWS Interface | Custom Interface – not previously developed |
| External System Interface | CorEMR – Local Network Share/UNC Path |
| Detailed Description | <i>New World will provide an export of the required global subject information per the CorEMR integration document. This interface will be based on a booking, release, or any change in the inmates housing assignment.</i> <i>See the CorEMR integration document below for details.</i> |
| Protocol/Transport | Network Share/UNC Path |
| Data Formats | ini file (text file – industry standard) |
| 3rd Party Requirements | <i>CorEMR will need to provide a technical contact for any questions during development and testing of interface.</i> |
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system |

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

| | |
|--|---|
| Name | <i>New World Interface to Laserfiche via Cities Digital</i> |
| Short Description of Interface or Custom Modification | <i>New World will provide an interface to Laserfiche Document Management using the Cities Digital Middleware.</i> |
| Data Source | Application Suite/Laserfiche |
| Target | Laserfiche/Application Suite |
| Interface Direction | Two Way Interface per detailed description below |
| NWS Interface | Custom Interface – previously deployed not standard |
| External System Interface | Cities Digital Middleware |
| Detailed Description | <p><i>The Laserfiche system will be interfaced with the Aegis document imaging via the “Documents tab” using middleware provided by Cities Digital. The interface will be limited to Document Tabs from the modules listed below. This interface will not be used to access mug shots, scars/marks/tattos, accident diagrams, or any narrative documents that are being imported via a third-party interface. Additionally, documents stored in the LaserFiche system will not be available for inclusion on printed reports from the Aegis/MSP product suite; they will need to be printed separately and attached.</i></p> <p><i>A visual indicator of documents in Laserfiche will be available as a color-coded button control. If Laserfiche documents exist, the Laserfiche button will be green, otherwise it will be red.</i></p> <ul style="list-style-type: none"> <i>• The visual indicator is only updated when the Aegis record window is initially opened it will not be dynamically refreshed if someone else in the system adds documents in Laserfiche for the same Aegis record.</i> <i>• New World will provide users a way to launch the Cities Digital middleware which will allow them to interact with the Laserfiche application.</i> <i>• This interface will launch the Laserfiche application in a window outside of the Aegis/MSP product suite.</i> <i>• “LASERFICHE DOCUMENTS ON FILE” will be printed at the top of the printed Case Report whenever Laserfiche documents are on file for the report. This will be a custom report and will not be updated when changes are made to the standard case report.</i> <i>• When a user launches LaserFiche, the Aegis application will provide information to uniquely define the record to Cities Digital. This will consist of a record type as well as the unique key for that record. For example, for a case, the information sent to Cities Digital would be the Case ORI and Case Number and an identifier of ‘Case’. For a booking, this would be the Booking ORI, Booking Number and an identifier of ‘Booking’.</i> <i>• New World will continue to provide security over documents stored within the Documents Tabs of Aegis/MSP modules.</i> <i>• Cities Digital will validate security for documents stored in Laserfiche.</i> <p><i>The interface to Laserfiche will be available from the following Modules:</i></p> |

| | |
|--|--|
| | <ul style="list-style-type: none"> • <i>Personnel</i> • <i>Impounded Vehicles</i> • <i>Incidents</i> • <i>Cases & Case Management</i> • <i>Fire Incidents</i> • <i>Arrests</i> • <i>Buildings</i> • <i>Property</i> • <i>Equipment</i> • <i>Global Guns</i> • <i>Training</i> • <i>Global Vehicles</i> • <i>Gang Tracking</i> • <i>Global Subjects</i> |
| Protocol/Transport | <i>Via Cities Digital Middleware</i> |
| Data Formats | <i>Per API</i> |
| 3rd Party Requirements | <i>Cities Digital Interface for New World Systems must be purchased and installed. Any necessary support from Cities Digital must be purchased from Cities Digital.</i> |
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Install, configure, and test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to review scope and functionality of interface (help define the RD) • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design (sign off on RD) • 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, security, or other network requirements to allow two disparate systems to communicate. |

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

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|--|--|
| Name | CMS Interface to Adventfs.com – Jail collections |
| Short Description of Interface | <i>New World will provide a one way export of inmate information to the Adventfs.com Pay My Jailor collection system.</i> |
| Data Source Target | New World CMS Adventtfs.com |
| Interface Direction | One Way Export |
| NWS Interface | IOE |
| External System Interface | Network Location |
| Detailed Description | <p><i>New World will provide an export of inmate information based on “TBD” CMS inmate fund ledger information or global CMS configuration. This export will reflect any inmate and their associated financial information if they have an outstanding balance with the county. This is an automatic interface that will run based on agency configurable settings.</i></p> <p><i>Interface can support file transport using network location/UNC or secure FTP.</i></p> |
| Protocol/Transport | Network Share/UNC Path/sFTP |
| Data Formats | XML (delimited text format) |
| 3rd Party Requirements | <i>Adventfs.com will need to provide a technical contact for any questions during development and assist with testing of interface.</i> |
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system |

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

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|--|--|
| Name of Interface/Mod | New World Interface to RapidID Biometric system |
| Short Description of Interface or Custom Modification | <i>New World will provide a one-way interface from the RapidID Biometric system to Aegis CMS for global subject information.</i> |
| Data Source Target | RapidID Aegis MSP Global Subject |
| Interface Direction | One-Way |
| NWS Interface | Interoperability Engine |
| External System Interface | N/A (or list API/SDK and embed in document below) |
| Detailed Description | <p><i>New World will provide a one-way import of RapidID Biometric information to create/update Aegis global subject information. Aegis CMS will support importing the subject information returned from the Rapid ID biometric system for global subject processing. The objective of this interface is to reduce data entry and simplify operations by making a positive ID for any subject with fingerprints on file</i></p> <p><i>An Aegis Booking must be started and open before any subject information can be accessed or imported. Aegis Global subject processing may provide an option where the intake officer can import the Rapid ID subject information to create the global subject record or they can search for existing matches in Aegis MSP.</i></p> <ul style="list-style-type: none"> • <i>Interface assumes Rapid ID system returns only the matching subject information.</i> • <i>If the Rapid ID subject information matches an existing Aegis global subject record then the intake officer will make the “select or update” decision.</i> <p><i>This interface will require additional discussion with regards to global subject “add or update” processing and workflow steps. Things to consider include:</i></p> <ul style="list-style-type: none"> • <i>Is the Jail a separate ORI or do they operate under the SO?</i> • <i>How is global subject processing configured?</i> • <i>How to determine the better subject demographic data between local and FDLE?</i> <p><i>Keep in mind that Aegis was architected so that native global subject processing for end users is made very simple. If a person was booked into jail as subject A and subsequent fingerprint submission determined they were actually subject B; it’s easy for a user to open that booking make the appropriate adjustment to the global subject record without having to delete and rekey subject information.</i></p> <p><i>Agencies can define their own workflow steps for intake and release with Aegis CMS; this interface should be part of those configuration discussions.</i></p> |
| Protocol/Transport | <i>Network Location/UNC Path</i> |
| Data Formats | <i>XML</i> |
| 3rd Party Requirements | <i><Vendor must provide a technical resource for consultation during the build, install, and testing of this interface. Vendor must also provide data schema for file(s) sent for matching prints.</i> |

| | |
|-----------------------|---|
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build, Install, Configure, and Test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to review scope and functionality of interface • Customer responsible for coordination with third party • Have resource available to review and approve interface design (sign off on RD) • 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, security, or other network requirements to allow two disparate systems to communicate. |
| Comments | <p>This proposal does not include any third party costs. Third party vendors may require additional software or services to provide their side of this interface. We recommend you verify this with your vendor.</p> |

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

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|--|--|
| Name of Interface | New World Interface to Chameleon/CMS shelter software |
| Short Description of Interface | <i>New World will provide a one-way export of CAD call for service information to Chameleon/CMS system.</i> |
| Data Source Target | NWS Chameleon/CMS |
| Interface Direction | One-Way export from Aegis CAD Enterprise to Chameleon/CMS |
| NWS Interface | Interoperability Engine |
| External System Interface | N/A (or list API/SDK and embed in document below) |
| Detailed Description | <p><i>New World will provide a one-way export of CAD call for service (CFS) information (based on call type) to the Chameleon/CMS shelter software. This interface would export animal control related calls (based on the call type) to that system per Chameleon/CMS data specification or a mutually agreeable data schema. CFS information would be sent based on a unit status or similar trigger.</i></p> <p><i>Dispatch often “stacks” animal related calls even if calls are not stacked against other agency units. This interface may need to export the CFS information when a call is stacked (so shelter can plan for the incoming animal) and again based on a later unit status change.</i></p> |
| Protocol/Transport | <i>File Transfer/Network Location</i> |
| Data Formats | <i>XML</i> |
| 3rd Party Requirements | <i>3rd Party Vendor must provide a technical resource for consultation during the build, install, and testing of this interface. Vendor must install their side of the interface and participate in testing.</i> |
| NWS Tasks | <ul style="list-style-type: none"> • Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build, Install, Configure, and Test interface |
| Customer Tasks | <ul style="list-style-type: none"> • Work with NWS to review scope and functionality of interface • Customer responsible for coordination with third party • Have resource available to review and approve interface design (sign off on RD) • 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, security, or other network requirements to allow two disparate systems to communicate. |
| Comments | This proposal does not include any third party costs. Third party vendors may require additional software or services to provide their side of this interface. New World recommends you verify this with the 3 rd party vendor. |

EXHIBIT H
ESCROW OF SOFTWARE SOURCE CODE

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

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

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

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

EXHIBIT I
DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES

Enhanced 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. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



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:

Brevard County Sheriff
700 Park Avenue
Titusville, FL 32780

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

THIRD PARTY SOFTWARE

a. Embedded Third Party Software \$25,000
(includes all Third Party executable components)

b. GIS Software 167,500

CAD

- CAD Workstations using ArcGIS Engine Runtime (23 workstations) 500 ea. 11,500

Mobile

- Mobile In-Car Mapping and Routing (600 units) 250 ea. 150,000

Geo-File Maintenance Software (ESRI ArcEditor) 6,000

- per workstation

THIRD PARTY HARDWARE

c. Hardware, System Software & Services 126,946

Message Switch (3 year warranty) (2 units) 23,700

Lantronix UDS-1100 - 2 unit(s) 150 ea. 300

Bar Coding Scanner Kit w/Signature Pad (see quote) 15,233

AVL Hardware - magnetic mount - 600 unit(s) 50 ea. 30,000

Digital Camera for Mug Shots - 6 unit(s) 1,350 ea. 8,100

Inmate Tracking Kit (see quote) 49,613

| | |
|--|------------------|
| TOTAL THIRD PARTY PRODUCTS AND SERVICES | \$319,446 |
|--|------------------|

MESSAGE SWITCH**SYSTEM HARDWARE****INVESTMENT**

| | |
|--|------------------|
| IBM POWER 7 Model 710 Express 8231-E1D - Primary | \$7,350 |
| <ul style="list-style-type: none"> - (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 | |
| IBM POWER 7 Model 710 Express 8231-E1D - Backup | 7,350 |
| <ul style="list-style-type: none"> - (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 | |
| Total System Hardware | \$14,700 |

SYSTEM SOFTWARE**INVESTMENT**

| | |
|--|---------|
| IBM POWER 7 Model 710 Express 8231-E1D - Primary | |
| - IBM AIX Standard Edition Ver. 7.1 | N/C |
| - Per Processor Activation - 4 Core | \$2,000 |
| - DVD Process Charge | 50 |
| IBM POWER 7 Model 710 Express 8231-E1D - Backup | |
| - IBM AIX Standard Edition Ver. 7.1 | N/C |

| | |
|-------------------------------------|-------|
| - Per Processor Activation - 4 Core | 2,000 |
| - DVD Process Charge | 50 |

| | |
|------------------------------|----------------|
| Total System Software | \$4,100 |
|------------------------------|----------------|

| IBM SERVICES | INVESTMENT |
|---------------------|-------------------|
|---------------------|-------------------|

| | |
|---|---------|
| IBM POWER 7 Model 710 Express 8231-E1D - Primary | |
| - 3 Year HW/SW Maintenance, 24X7X4 WSU | \$3,200 |

| | |
|--|-------|
| IBM POWER 7 Model 710 Express 8231-E1D - Backup | |
| - 3 Year HW/SW Maintenance, 24X7X4 WSU | 3,200 |

| | |
|---------------------------|----------------|
| Total IBM Services | \$6,400 |
|---------------------------|----------------|

| | |
|---------------------------|-----------------|
| Total System Price | \$25,200 |
|---------------------------|-----------------|

| | |
|------------------------------------|-----------------|
| New World Customer Discount | -\$1,500 |
|------------------------------------|-----------------|

| | |
|----------------------------------|------------------------|
| TOTAL CUSTOMER INVESTMENT | <u>\$23,700</u> |
|----------------------------------|------------------------|

DEVICE SERVER

DESCRIPTION

Lantronix UDS-1100 External Device Server (UD1100001-01) (2 units)

- 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

MUGSHOT CAMERA KIT

DESCRIPTION

Imaging Station Peripherals (6 units)

- (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

GPS RECEIVER

DESCRIPTION

GPS Receiver (Magnetic Mount) (600 units)

USGlobalSat BU-353 Magnetic Mount GPS Receiver

- Magnetic/Suction Cup Mount
- 20 Channel Receiver
- WAAS/EGNOS Enabled
- Built-in 6' USB Cable
- Default NMEA GPS Protocol
- Durable Polycarbonate Enclosure

| Qty | PROPERTY ROOM BAR CODE KIT | |
|--------------------------------|--|-----------------|
| HARDWARE | | INVESTMENT |
| 3 | 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 - Rechargeable Lithium Ion 3.7V, 2400 mAh Smart Battery | \$4,350 |
| 5 | Motorola LS2208-SR20007R-UR USB Handheld Scanner, Black - Corded Mid-range 1D Scanner - Includes Hands-free Intellistand, USB Cable & Installation CD | 875 |
| 6 | 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 | 3,450 |
| 6 | Topaz SignatureGem Z-T-LBK755-BHSB-R Signature Pad - USB Interface - 4.4" X 2.5" Backlit LCD Signature Area | 3,000 |
| Total Bar Code Hardware | | \$11,675 |

| ACCESSORIES | | INVESTMENT |
|-------------|---|------------|
| 6 | Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55 | \$1,020 |
| 6 | Motorola 25-68596-01R USB Client Communication Cable | 120 |
| 6 | Motorola AP-6521-60010-US Wireless Access Point Kit* - 802.11A/B/G/N Single Radio Access Point, Internal Antennas | 2,160 |
| 6 | Motorola AP-PSBIAS-2P2-AFR Power Supply/Injector* - Requires 23844-00-00R US AC Line Cord | 360 |
| 6 | Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery | 360 |

| | | |
|---|---|-----------------|
| 6 | Thermark TTL4010P5 4" X 1" Therm. Trans. Label (2,260/Roll) - Per case of 12 | 720 |
| 6 | Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon - Per case of 12 | 450 |
| 6 | Motorola 23844-00-00R US AC Line Cord, 1.8M, NEMA 5-15P* | 60 |
| | Total Accessories | \$5,250 |
| | SUB-TOTAL BAR CODE HARDWARE KIT | <u>\$16,925</u> |
| | New World Customer Discount | -\$1,693 |
| | TOTAL BAR CODE HARDWARE KIT | <u>\$15,233</u> |

*If wifi is available, these items are not needed

NOTES

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

| QTY INMATE TRACKING / WRISTBAND KIT | | |
|-------------------------------------|--|-----------------|
| HARDWARE | | INVESTMENT |
| 25 | 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 - Rechargeable Lithium Ion 3.7V, 2400 mAh Smart Battery | \$36,250 |
| 5 | 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 | 2,875 |
| 5 | Clincher 4" Laminator Machine | 1,625 |
| Total Hardware | | \$40,750 |

| ACCESSORIES | | INVESTMENT |
|-------------|---|----------------|
| 25 | Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55 | \$4,250 |
| 25 | Motorola 25-68596-01R USB Client Communication Cable | 500 |
| 5 | Motorola AP-6521-60010-US Wireless Access Point Kit* | 1800 |
| 5 | Motorola AP-PSBIAS-2P2-AFR Power Supply/Injector* | 300 |
| 25 | Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery | 1,500 |
| 5 | Theramark TTL4010P5 4" X 1" Therm. Trans. Label (2,260/Roll) - Per case of 12 | 600 |
| 5 | Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon - Per case of 12 | 375 |
| 5 | Motorola 23844-00-00R US AC Line Cord, 1.8M, NEMA 5-15P* | 50 |

| | | |
|---|---|------------------------|
| 5 | Boxes Clincher V Wristbands, Orange, Metal Fastener (500/Box) - Per boxes of 4 | 4,125 |
| 5 | Reusable Lamination Sleeves (25/Pack) - Per packs of 4 | 375 |
| 5 | Clincher Dual Grip Fastener Tool | 375 |
| 5 | (1) Safety Scissors | 125 |
| | Total Accessories | \$14,375 |
| | SUB-TOTAL INMATE TRACKING HARDWARE & ACCESSORIES | <u>\$55,125</u> |
| | New World Customer Discount | -\$5,513 |
| | TOTAL INMATE TRACKING HARDWARE & ACCESSORIES | <u>\$49,613</u> |

*If Wifi is available, these items are not needed

NOTES

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

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.



New World Systems[®]
The Public Sector Software Company

**Brevard County Sheriff
Florida**

Statement of Work

Prepared by:
New World Systems

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

June 6, 2014

Revision 1 (10/15/2013)

Document Control Sheet

General Information

| | | | |
|---------------------|------------------------|-------------------------------------|---|
| Project Name | Project Manager | Business Owner (Key Sponsor) | Provider Single Point of Contact |
| | | | |

Document Preparation Information

| | | |
|-----------------------------|---------------|--------------------------|
| Author | Date | Organization Name |
| | | |
| Phone Number | E-Mail | |
| | | |
| File Location (link) | | |
| | | |

Distribution and Approvals

| Name | Title and Organization | Signature | Approval Date |
|-------------|-------------------------------|------------------|----------------------|
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Change History

| Date | Change Description | Approved By |
|-------------|---------------------------|--------------------|
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STATEMENT OF PURPOSE

This Statement of Work (SOW) defines the principal activities and responsibilities of Brevard County Sheriff, Florida (Customer) and New World for the implementation of an integrated system consisting of:

| AEGIS Modules and Functions |
|------------------------------------|
| Computer Aided Dispatch |
| Law Enforcement Records Management |
| Corrections Management |
| Mobile |
| Field-Based Reporting |

The integrated technology shall be provided by New World to transition from the existing technology supporting Customer's participants and to support Customer's operation.

The software provided by New World will be the latest version available at the time of initial software installation and will be the product version used for production operation cutover. If a major software release occurs during project implementation, at New World's sole discretion, it may be used for this project.

The SOW guides both New World and the Customer on the primary activities and responsibilities necessary for a successful implementation. The SOW documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each entity and identifies the criteria necessary for task completion.

RESPONSIBILITY & RISK SUMMARY

New World Systems provides project implementation and delivery services to help the Customer organization install an established ERP software solution from New World. In order to complete a successful project, the Customer team's engagement and support is required in a number of areas. To aid in completing a successful project, please review the responsibilities and risks below.

Project Ownership and Success

1. Project ownership is shared between Customer and New World teams.
2. Executive sponsors from Customer team and New World need to collaborate to manage through strategic issues, help drive change management, and maintain consistent communication throughout the project.

Customer Executive Sponsor Responsibilities

1. Provide leadership and clear direction to Customer project team throughout the project.
2. Allocate sufficient and qualified resources to ensure a successful project.
3. Confirm achievement of all milestones and deliverables after each phase of the project.
4. Track progress and resolve issues during executive milestone reviews.
5. Ensure the assigned resources adhere to timeframes and schedules.
6. Partner with the New World Executive Sponsor to resolve any disputes that may arise.
7. Work as a team with New World to drive and promote change, and take advantage of best practices.

Managing Change

1. Customer is responsible for managing change within their organization.
2. Limit the scope of changes that may delay implementation or increase the cost of the project.
3. Users will need consistent coaching and reassurance from the leadership team.
4. Team should expect to provide extra effort during the implementation period.
5. Users need to understand the differences and overall benefits of the new system.
6. Do not allow individual desires or agendas to overshadow the needs of the many.
7. Customer management needs to explain the differences and benefits of the new solution.
 - a. Work flow may be slower at first, but there is more information and long-term organization value.
 - b. More data integration is available which contributes to the overall solution value.

Stable Environment and Infrastructure

1. Adhere to New World specifications for hardware, software, and infrastructure.
2. Manage and maintain the necessary network bandwidth and stability.
3. Adhere to industry standard practices when managing security, network and database resources.
4. Establish organization-wide policies and procedures to govern use of hardware, software and networks.



New World Systems Escalation Policy

1. Customer identifies an issue and categorizes it as a product, project or business issue.
2. Customer contacts their Project Manager (PM), and provides detailed documentation of the issue.
3. If PM is unavailable, contact Customer Account Manager (Customer Care or Sales Representative).
4. If necessary, the potential issue can be escalated to Customer New World Executive Sponsor.

Expectations for Project Implementation

1. Project will leverage New World's Project Implementation Methodology (PIM).
 - a. Pre-trip planning calls and reviews conducted prior to on-site New World visits.
 - b. Schedule recurring project status and executive review meetings on a predetermined basis.
 - c. Review all documents provided by New World (pre-trip, post-trip, status reports, etc.).
2. Identify key timeframes and requirements early in the project.
 - a. Project start dates
 - b. Milestone dates
 - c. Customer blackout dates
 - d. Non-standard contract deliverables required for Go-Live (generally delivered after Go-Live)
3. Resource scheduling will be planned and agreed to by both Customer and New World.
 - a. Identified resources will be held to a 90-day lock period.
 - b. Schedule changes within lock period are costly, and can put the project plan at risk.

Managing Project Scope

1. Implementing Standard Software and Managing Project Scope.
 - a. Adopt best practices to implement and use the standard solution optimally.
 - b. Existing business processes may need to be modified.
 - c. Changing requirements or delayed sign-offs may delay project and increase cost.
2. Non-Standard deliverables require a signed Requirements Document (RD).
 - a. The RD is drafted by Customer and a New World Solutions Consultant.
 - b. The RD is reviewed by both Customer and a New World Project Manager.
 - c. The Customer signs off on the RD.
 - d. New World only begins development after receiving a signed RD.
3. 3rd Party Integration
 - a. 3rd party integration increases project complexity, can delay the project, and increase costs.
 - b. If necessary, Customer must gather requirements from 3rd parties early in the project.
4. The Customer is responsible for providing data in New World's standard schema for conversion.
 - a. The Customer is responsible for the accuracy of their data.
 - b. New World is only responsible for verifying technical requirements of data.
 - c. Only submit data after thoroughly reviewing the Customer mappings.
 - d. Data delivery from New World to the Customer is considered a "data drop", and will be deducted from the number of "drops" purchased by the Customer.
 - e. Extra data drops outside of the contract will require the purchase of additional services.

Software & Warranty Expectations

1. Large-scale ERP software solutions typically have some open warranty issues.
2. Software issues may arise as a normal part of any project implementation.
3. Any issue with the software system should be documented using New World's standard methodology.
4. As with all projects, this is a partnership between the Customer and New World, and we need to work together to quickly diagnose and resolve any potential issues.

Top ERP Implementation Risks: What Can Endanger Project Success?

1. **Customer Senior Leadership Not Engaged**
 - a. Without sustained executive support and leadership, project delays and failure may occur.
2. **Scope Creep**
 - a. Changing or adding requirements mid-project may delay project and increase costs.
 - b. Delayed sign-offs on non-standard deliverables may delay project and increase costs.
 - c. Simplify the Go-Live requirements early in the project plan.
 - d. Adding non-standard features increases the project complexity and risk of successful implementation.
3. **Change Management**
 - a. Failure to manage process change in the involved Customer departments increases risk.
 - b. Effective communication is imperative during the entire implementation process.
4. **3rd Party Deliverables**
 - a. Document and obtain sign-off on requirements involving 3rd parties early in the project.
 - b. Set and manage expectations with all participants.
5. **Environment, Infrastructure, and System Administration**
 - a. Adhere to New World specifications for hardware, software, and infrastructure.
 - b. Manage and maintain the necessary network bandwidth requirements.
 - c. Requires one or more skilled system administrators to manage the technical resources.
6. **Data Conversion**
 - a. Only submit data to NWS after thoroughly reviewing Customer data mappings.
 - b. Analyze all converted data closely, including controls, before resubmitting.
 - c. Continue to stress user review and accuracy.



GENERAL ASSUMPTIONS

This Statement of Work will be utilized by **New World** and the **Customer** to manage the implementation of the **New World** technology and to transition the **Customer** from its existing technologies and operation to the technology provided and described in the Agreement.

1. Work will be performed at the **Customer's** location and **New World's** project offices and will be performed on business days during **Customer's** normal business hours, except when both parties agree otherwise.
2. The project consists of the delivery, installation, configuration, testing, and implementation and go-live of the Licensed Standard Software that provides the functionality and operation described in this Agreement.
3. Additional work activities and software functionality not described in the Statement of Work will be considered a change to this project and will be authorized by the **Customer** using the Project Change Request. Depending on the nature of the change, a cost adjustment may result.
4. The **Customer** and **New World** expect and agree that the Statement of Work may be modified from time to time, especially after **New World** gains a more complete understanding of the **Customer's** existing technologies, business practices and operations.
5. Training will take place during normal business hours, which is typically from 8:00 am - 5:00 pm, and will not exceed eight (8) hours per 24-hour period. Nonstandard training hours may be accommodated upon mutual agreement. Training arrangements for observers may be made upon mutual agreement.
6. The Customer is responsible for the WAN/LAN infrastructure.
7. The Customer is responsible for the wireless infrastructure.
8. The Customer's wireless infrastructure is the same for all agencies and meets minimum bandwidth requirements as provided by New World.
9. The Customer is responsible for the purchase, installation and testing of the client/mobile hardware.
10. The operation and availability of the external systems or third party software is the responsibility of the Customer and necessary for the success of the project.
11. The Customer is responsible for maintaining in good working order the third party systems that it operates and that interface with New World software as part of this project.
12. The New World Implementation teams must have access to all servers and workstations that are applicable to the project. This includes having a Domain Login with local administrative privileges to remove/install software, access to registries, the ability to set scheduled tasks and remote access to applicable desktops.



NEW WORLD AND CUSTOMER STAFF

Responsibilities of **New World** and **Customer** staff are described in the Agreement and this Statement of Work.

NEW WORLD EXECUTIVE SPONSORS***Sandro Viselli, Vice President of Professional Services and Customer Operations***

Mr. Viselli is the **New World** Executive responsible for professional services and support for all projects. He will stay actively involved in the project implementation and will attend several on-site project status meetings.

Mike Aloe, General Manager of Aegis Professional Services

Mr. Aloe and his team of project managers and trainers are responsible for the implementation of the **Customer** project. He will be active in the project implementation and scheduling of resources. In addition, he will have direct contact on a regular basis with the **Customer** Project Manager to ensure the highest level of satisfaction during project implementation

PROJECT TEAM**TBD, Project Manager**

A project manager will be assigned to the project upon Agreement signing. The Project Manager may provide some of the initial set up and training and will also be a technical liaison to **New World**. In addition, the Project Manager will generate all status reports and correspondence. The Project Manager will be responsible to execute tasks and responsibilities outlined in this document.

Erin Miller, Director, General Manager of Customer Service and Support Operations

Ms. Miller will oversee the operation of the Customer Support Team, including the Call Center. Ms. Miller will work closely with the **New World** and **Customer** Project Managers to ramp up the support team to provide support during go-live and ongoing support thereafter.

TBD, New World On-Site Installation Support

These professionals will be assigned to the implementation of the **New World** deliverables. They will provide the initial set up, testing and user training, along with recommendations for additional training staff as required.

CUSTOMER EXECUTIVE SPONSORS***TBD, Customer Senior Manager***

TBD will be the primary senior management contact for New World. He/She will be responsible for senior management communications regarding the overall relationship, contractual matters, gaining approvals from funding sources when necessary, overseeing the **Customer's** project governance and will coordinate any senior management activities of the **Customer's** staff in fulfilling the **Customer's** responsibilities within this SOW and the Agreement.

TBD, Customer Project Manager

TBD will be the primary contact for **New World**. He/She will be responsible for communication with the **Customer** regarding project progress, issues and/or changes and will coordinate and manage activities of the **Customer's** staff in fulfilling the **Customer's** responsibilities within this SOW and the Agreement.

TBD, System Administrator

The System Administrator (SA) will be responsible to ensure the **Customer's** network, servers and client (PC) environment (i.e. the **Customer's** hardware and system software infrastructure) is installed and maintained properly; provide operational support of the **Customer's** hardware and system software infrastructure; provide operational support for **New World Standard Software** to the **Customer's** user staff and perform backup, recovery and routine update procedures for **New World's** Licensed Standard Software.

NEW WORLD SYSTEMS PROJECT METHODOLOGY OVERVIEW

The focus of New World's Project Manager, Program Management Office (PMO), services team, support team and all personnel associated with this project is to assist the customer complete their project successfully.

Since its inception, New World has successfully completed thousands of customer projects and developed a standard project management methodology that is predictable, repeatable, lowers risk and maximizes customer success. This standard approach, the New World Project Implementation Methodology (PIM), is based upon a combination of Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK) and years of successful New World project management activity deploying public safety solutions.

The New World PIM is the standard process that New World follows for all project implementations. Projects are divided into five distinct phases during implementation:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning.
2. **Planning** – Create and approve the Project Plan.
3. **Construction** – Execute the Project Plan to build, configure, test and review the system to verify system readiness.
4. **Transition** – Train users, perform data conversion, execute go live, complete post-go live activities, finalize customer application customizations, optimize implementations and complete final acceptance of the operating system.
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer customer to Account Management team.

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

1. **New World responsibilities** – Tasks New World staff is responsible to complete.
2. **Customer responsibilities** – Tasks customer staff is responsible to complete.
3. **Inputs (prerequisites)** – Items that must be completed prior to the start of the step and are used during the step.
4. **Outputs (deliverables)** – Items that are completed and delivered during the step (outputs are often the inputs of future steps and must be completed to keep the project on track).
5. **Completion Criteria** - requirements in order to consider the step complete.

A diagram of the Project Implementation Methodology is shown on the following page. Although the steps on the diagram are sequential, over time, steps will overlap.

5 Phase Project Implementation Methodology

▼ Customer Agreement Signed

▼ Go Live



* Formalized Executive Sponsor support/involvement

WORK BREAKDOWN STRUCTURE

The key tasks and related project deliverables that comprise the work breakdown structure (WBS) of the Project Implementation Methodology are shown in the diagram on the following page. Each step and project deliverable are described in detail in the sections following this diagram. The full work WBS is embedded in the Project Schedule template (mpp), which is used in conjunction with this methodology.

Project management occurs throughout the project and is a component of every task. New World shall act as the Project Manager to assist the Customer's management in implementing the Exhibit A software described in the contract. Overall project management activities for both New World and the Customer are listed here for reference.

New World's Project Management Team responsibilities and services include the following:

1. Documenting, coordinating and managing the overall Implementation Plan (both summary and detail level) with the Customer's management and the Customer Project Manager.
2. Maintaining project communications with the Customer's Project Manager.
3. Managing the efforts of the New World staff and coordinating New World's activities with the Customer's Project Manager.
4. Conducting a project review (kick-off) meeting at the Customer's location.
5. Conducting regular status meetings with the Customer's Project Manager.
6. Conducting regular project review meetings with the Customer's Project Manager via telephone conference calls.
7. Conducting a project close-out meeting at the Customer's location to conclude the project.
8. Responding to issues raised by the Customer's Project Manager.
9. Preparing and submitting regular status reports.
10. Preparing and submitting project Change Orders to the Customer's Project Manager as necessary.
11. New World consultation with other vendors or third parties.

The Customer's Project Manager Responsibilities includes the following:

1. Maintaining project communications with the New World Project Manager.
2. Managing the efforts of the Customer's staff and coordinating Customer activities with the New World Project Manager.
3. Providing input to New World for creation of the regular status reports.
4. Ensuring that the Customer personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities.
5. Participating in the status meeting with the New World Project Manager on a monthly basis or as may otherwise be reasonably required to discuss project status.
6. Providing responses to issues raised by the New World Project Manager in a timely manner.
7. Serving as liaison with all Customer provided third-party vendors and associated systems.
8. Ensuring that acceptable Change Orders are approved by authorized signature(s).
9. Ensuring timely payment of invoices.
10. Ensuring New World personnel have access to server and network equipment and work areas on a 24x7 basis, with pre-authorization for off-hours.
11. Providing workspace for New World personnel as reasonably requested.

12. The Customer shall assign an upper level employee to serve as the Customer Project Manager for the duration of the Licensed Software implementation. If the Customer must replace the Customer Project Manager for reasons beyond its control, the Customer will assign a new Customer Project Manager as soon as reasonably possible. New World is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Project Manager. In addition to other duties and responsibilities, the Customer Project shall:
 - a. provide timely answers to New World's requests for information;
 - b. coordinate a mutually agreeable implementation and training schedule;
 - c. 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;
 - d. in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.

Changes to project scope include alterations, deletions, additions, deviations and omissions to the products and services identified in the contract

Exhibit AA (Total Cost Summary and Payment Schedule),
Exhibit A (Licensed Standard Software and Fees),
Exhibit B (Implementation and Training Support Services),
Exhibit F (Data Conversions),
Exhibit G (Custom Interfaces) and the Statement of Work and its exhibits.

Change Orders are initiated by the Customer, but the Customer Project Manager will entertain unsolicited proposals from New World for Change Order consideration. Customer acceptance of a New World-initiated Change Order will be indicated through execution of the Change Order. Change Orders must be processed as follows:

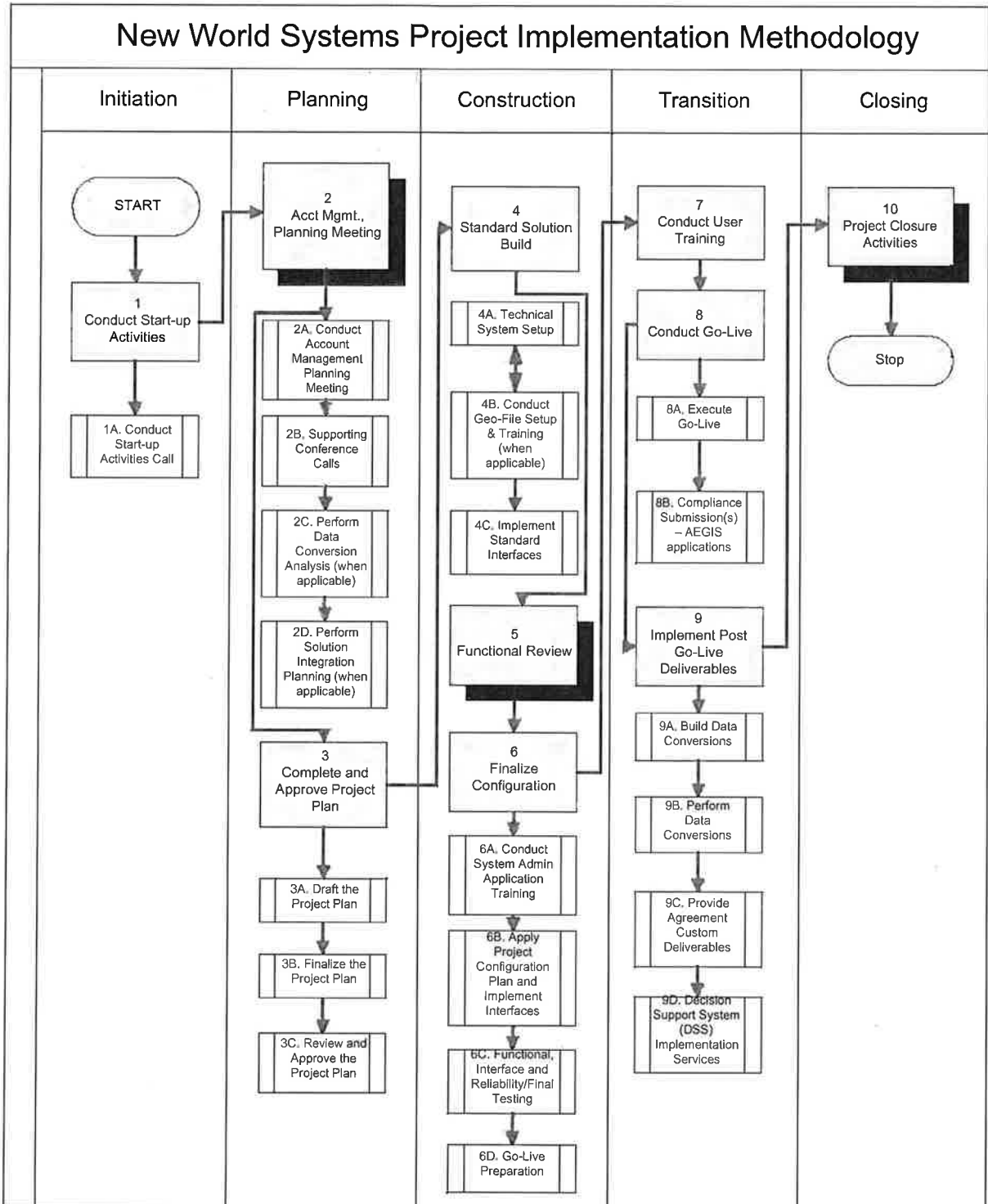
1. The Customer Project Manager will submit in writing a Change Order Request to the New World Project Manager, noting the general scope and timeline requirements for the services requested. The Change Order Request should include sufficient supporting data and information to allow New World to determine the feasibility of the change and its impact on scope, schedule and price.
2. The New World Project Manager can accept, request modifications to, or reject a Change Order Request. New World cannot reject a Change Order for the sole reason that the Change Order results in a reduction of revenue to New World. If the New World Project Manager requests modifications to the Change Order Request, the New World Project Manager will return the Change Order Request to the Customer Project Manager to approve the modified request. If the New World Project Manager accepts the request, the New World Project Manager will task members of the New World Technical Team to perform an impact evaluation. The impact evaluation documents the estimated impact of the change on the project schedule, cost, quality, and related scope. An impact evaluation must consider all of the configuration items that will be affected by the change and any associated costs.
3. Upon receiving the New World Technical Team's evaluation, New World will prepare updates and/or addendums as appropriate to the project documentation, including the Statement of Work and any affected Attachments, the Project Schedule, and pricing in Exhibit AA, Exhibit A, Exhibit B and Exhibit G, as appropriate. The New World Project Manager will also provide a written assessment identifying the price and schedule impacts of implementing the Change Request. New World will forward the addendum or updated documentation, the impact



assessment and the Change Order Request, to the Customer's Project Manager for disposition. The Customer's Project Manager will accept, request modifications, or reject the New World written assessment of the Change Request.

4. The Customer Project Manager will forward accepted Change Order Requests, along with supporting documentation to the Customer representative with the authority to approve a Change Order.
5. Upon the approval of a Change Order Request by the Customer representative with the authority to approve a Change Order, the Customer Project Manager will forward the Change Order to the Customer's Purchasing Department, which is responsible for issuing a contractual Change Order to execute the change.
6. A change will only be effective upon execution by both Parties of a written Contract Change Order. Neither Party shall be obligated to commence work on a requested change until both have agreed in writing to an equitable adjustment of contract scope, cost and/or schedule.





LEGEND



Step



Task / Deliverable



Task Includes Customer Executive Review Meetings



PHASE: Initiation

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

Description of Phase: The Initiation Phase consists of one step. During this Phase, the New World and Customer Project Managers are assigned and the New World Sales representative initiates the formal transition of the project to the New World Operations team. This team includes Executive Sponsorship, Senior Program leadership, Program Office Management (PMO) governance, Project Management and Delivery Center specialists. In this Phase, this Operations team establishes a foundation for program governance, retention of project artifacts and takes ownership of the Customer communications and the execution of the Agreement.



5 Phase Project Implementation Methodology

▼ Customer Agreement Signed

▼ Go Live



* Formalized Executive Sponsor support/involvement

Step 1: Conduct Start-up Activities

A. Conduct Start-up Activities Call

Overview: The Project Manager will facilitate a conference call with the Customer. The objectives for this call are:

1. Describe key teams/groups and identify their roles and responsibilities during the project.
2. Discuss expectations of the Customer and New World.
 - a. Senior Customer leadership will be required for executive project reviews and signing approval documents.
 - b. Project timeframes
3. Discuss Account Management Planning meeting agenda and objectives.
4. Review Account Management slide deck, adjust as necessary.
5. Set date for on-site Account Management Planning meeting and discuss site preparation.
6. Discuss keys to projects success.
7. Request topology diagram of the Customer's network.

New World responsibilities: The New World Project Manager is responsible for arranging and coordinating the Start up call and leading the discussion which includes the objectives for the call.

Customer responsibilities:

1. Schedule customer resources to participate in the call.
2. Prepare for the call and discuss agenda items during the call.
3. Provide the topology diagram of the customer network.

Inputs (prerequisites):

1. Standard Meeting Agenda and Presentation template for meeting

Outputs (deliverables):

1. Account Management Meeting agenda and date
2. Topology diagram of the customer network (customer supplied)

Completion Criteria: This task shall be complete at the conclusion of the Start-Up Activities Call.

PHASE: Planning

Purpose: Create and approve the Project Management Plan.

Description of Phase: The Planning Phase consists of two steps. During this Phase, the New World and Customer Project Managers organize the project, establish project teams, confirm requirements, develop the Project Plan and obtain senior management approval for the Project Plan.



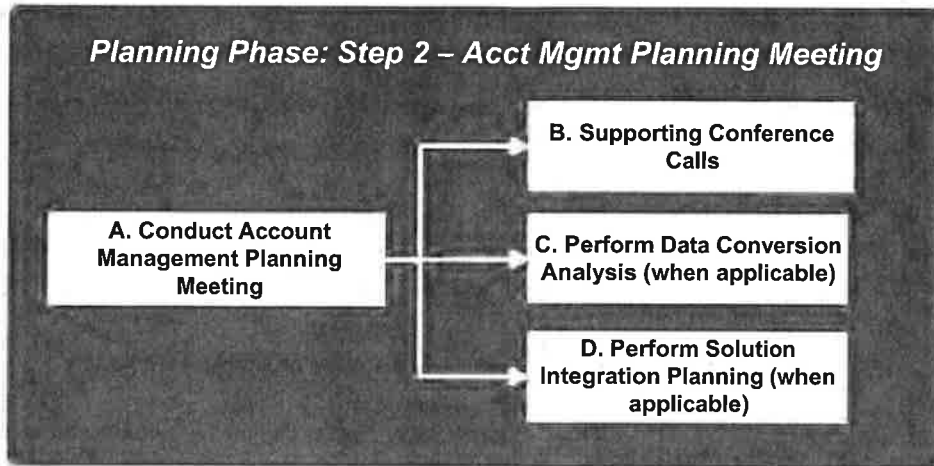
5 Phase Project Implementation Methodology

▼ Customer Agreement Signed

▼ Go Live



* Formalized Executive Sponsor support/involvement

Step 2: On-Site Account Management Planning Meeting**A. Conduct Account Management Planning Meeting**

Overview: During this event, the assigned New World Project Manager will coordinate a series of on-site meetings with key Customer SMEs associated with project planning, development and implementation. In addition, New World will conduct a high level review of the Customer's business practices, environment and workflow to examine their fit into the New World software product. In this series of meetings, New World and the Customer will establish project methods, project acceptance criteria and governance. Key topics include:

1. Executive overview with Executive Management and identification of Customer Executive Sponsor(s).
2. Review of project scope (Agreement, project methodology) with Customer project management.
3. Development of the Project Management Plan.
4. Discuss initial Project Schedule and resource management policy.
5. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.
6. High level review of Customer workflows and policies to establish the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule.
7. Address go-live requirement for custom interfaces, custom software modules and/or data conversions.

Key meeting participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or Customer Care Account Manager
4. New World Project Manager
5. Customer Senior Management /Executive Sponsor
6. Customer Project Manager
7. Customer SMEs



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

1. Establish framework for account management, roles and responsibilities of New World and Customer.
2. Review Agreement.
3. Review project methodology.
4. Establish initial Project Management Plan with the Customer
 - a. Roles and Responsibilities
 - b. Communication Plan
 - c. Risk Management Plan
 - d. Initial issues / concerns
5. Propose initial Project Schedule.
6. Create the initial requirement definition for custom requirements (e.g., software modifications, custom interfaces, data conversion); clearly define implementation timing (e.g., go-live vs. post go-live).
7. Conduct Executive Sponsorship meeting and establish Executive Sponsor Review meeting schedule and expectations for the project.
8. Update the Project Management Plan and Project Schedule.

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

Customer Responsibilities: The Customer is responsible for:

1. Prepare customer facilities for project meetings (conference rooms, audio visual equipment, etc.).
2. Coordinate meeting participation with customer staff including Executive Sponsors, supervisors, SMEs and others as necessary to support all contracted modules and functions, including but not limited to:

| AEGIS Modules and Functions |
|------------------------------------|
| Computer Aided Dispatch |
| Law Enforcement Records Management |
| Corrections Management |
| Mobile |
| Field-Based Reporting |

3. Reach agreement with New World and help outline a document describing the account management framework, relationship approach and time schedule for project reviews.
4. Prepare for, attend and participate in the Account Management Planning Meetings.
5. Be the liaison for participating customer agency staff and third party vendors as required to support development and installation of interfaces.

6. Be the liaison to the State to support state reporting requirements (e.g., IBR/UCR Reporting, Accident Reporting).
7. Complete technical surveys (e.g., the Aegis Mobile Checklist, when applicable).
8. Provide appropriate technical staff to assist New World to complete interface technical Requirements Documents (specifications).
9. Provide appropriate technical staff to assist New World to complete Requirements Documents (specifications) for custom enhancements.
10. Provide written list of any specific issues found by Customer with the project documentation prepared through this process, including the Requirements Document(s) prepared with assistance of Customer.
11. Provide in writing a list of any required non-standard New World reports not yet identified or included in the Agreement.

Inputs (prerequisites):

1. Agreement
2. Meeting Agenda
3. Presentation template
4. Resource Management Policy
5. Project Management Plan
6. Initial Project Schedule (work breakdown structure)
7. Topology diagram of Customer's network
8. Document outlining the Customer Responsibilities and Risks

Outputs (deliverables):

1. Executive Summary Review Documents including Executive Summary Project Plan with meeting schedule
2. Account Management Meeting Presentation
3. Updated Project Management Plan, at minimum:
 - a. Communication Plan
 - b. Roles and Responsibilities
 - c. Risk Management Plan
4. Updated Project Schedule
5. Customer list of any issues with project documentation (provided by customer)
6. Customer list of any non-standard New World reports not included in the Agreement (provided by customer)

Completion Criteria: This task shall be complete upon conclusion of the Account Management Planning Meeting.

B. Supporting Conference Calls

Overview: The System Assurance Technical Lead will work with the Project Manager to coordinate and facilitate a conference call with the Customer to address System Assurance planning / analysis. The key objective of this conference call is to ensure the Customer understands what information is needed for the System Assurance process to be successful and to establish an agreed upon timeline for this information.

A key topic in this call will be the development of the GIS data for use with New World applications. New World will introduce the parameters for the required GIS layers by providing the Customer with a GIS Implementation Packet and conducting an initial review of the Customer-provided GIS data for compatibility with the New World application.

New World responsibilities:

1. System Assurance Technical Lead facilitates conference call with the Customer and New World technical resources to address the initial System Assurance planning and analysis.
2. Distribute and explain GIS implementation packet and survey document (agenda) that needs to be completed by the Customer.

Customer responsibilities:

1. Customer leadership and technical resources participate in conference call(s) to address the initial System Assurance planning and analysis.
2. Customer to complete relevant survey(s)/agenda documents.

To support the GIS requirements, the Customer will also be responsible to:

1. Supply accurate GIS data in a standard ESRI format (shape files, personal geo-database, file geo-database, etc.) on the agreed upon date.
2. Appoint a GIS Implementation Specialist to resolve any issues regarding delivery, mapping or functionality of GIS data with the New World application.
3. Carefully review the comments and/or requested changes from the New World GIS Implementation Specialists related to the compatibility of the Customer's GIS data with the New World application after the required GIS layers have been reviewed by New World.

Inputs (prerequisites):

1. Scheduled System Assurance conference calls
2. System Assurance meeting agendas (surveys) and presentation templates
3. GIS implementation packet

Outputs (deliverables):

1. Survey document (completed by the Customer)
2. GIS Data (provided by the Customer)



C. Perform Data Conversion Analysis

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

Using the established guidelines from the contract, the Customer and New World will conduct the data conversion and migration. New World will analyze Customer source data, develop and deliver a Data Conversion/Migration Plan. This conversion effort includes data coming from one unique database or source, not multiple sources. 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.

This process will be initiated during the on-site Account Management Planning meeting(s).

Specifically, a data conversion analysis and assessment to verify the scope of effort for the project will be conducted onsite at the Customer location. The Customer will be responsible for actual Travel Expenses for this trip.

Should the scope change, 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.

New World responsibilities:

1. With Customer assistance, New World will analyze existing Customer source data; during this analysis process, New World will determine compatibility with the New World database structures and the viability of a conversion or migration to the New World database.
2. New World will develop and deliver a Data Conversion/Migration Plan to the Customer for signoff prior to beginning development work on the data conversion. The plan will identify data sources to be converted, data sources to be migrated, database types, database design and any detected data mapping concerns. No conversion programming by New World will commence until Customer approves this document.
3. When required, develop change orders that reflect differences between the Agreement and Customer's desired data conversion.

Customer responsibilities:

1. The contact will define the number of discrete data file/modules from the Customer's current database that are included in the conversion. The Customer will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Provide New World with a representative sample of the data to be converted by extracting live data from the legacy system and submitting to New World. Assist New World in analyzing the source data extracted.
3. Provide Customer data 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 the Customer requests data extraction assistance from New World, data extraction services shall be billed at the Daily Rate.

- 4. Review the Data Conversion/Migration Plan and identify any concerns within fifteen (15) days of receiving the Data Conversion/Migration Plan. Should Customer not identify concerns within the fifteen (15) day period, the Plan shall be deemed accepted.
- 5. Correct any data issues as necessary.

Inputs (prerequisites):

- 1. Data Conversion Packet
- 2. Sample data from Customer

Outputs (deliverables):

- 1. Representative sample of data to be converted (provided by customer)
- 2. Written list of concerns regarding Conversion/Migration Plan (provided by customer)
- 3. Data Conversion/Migration Plan
- 4. Customer sign off on the Data Conversion/Migration Plan
- 5. Signed change orders, when required

Completion Criteria: This task shall be complete at the conclusion of the fifteen (15) day period after delivery of the Data Conversion/Migration Plan or upon acceptance of the plan by Customer, whichever occurs first.

D. Perform Solution Integration Planning (when applicable)

Overview: For large/complex projects with multiple agencies and/or multiple jurisdictions, New World strongly recommends that a Solution Integration Governance Forum is established to assist in governing the project implementation and ongoing support of the implemented solution. This forum should be initiated in the Planning phase of the project.

The key responsibilities of the forum are:

1. Establish a formal Communication Plan for communications across agencies and/or jurisdictions.
2. Define a decision-making and collaboration approach.
3. Determine governance and escalation procedures.
4. Define a risk analysis approach and perform a risks analysis for the implementation.
5. Provide allocation of resources and oversight for key planning tasks.
 - a. Solution integration points mapping across all agencies and/or jurisdictions
 - b. Solution feasibility and readiness assessment

The key Solution Integration planning tasks are:

1. Define and agree upon a charter for the forum.
2. Establish a formal Communication Plan for communications across agencies and/or jurisdictions.
3. Define a decision-making and collaboration approach.
4. Determine governance and escalation procedures.
5. Define a risk analysis approach and perform a risks analysis for the implementation.
6. Provide allocation of resources and oversight for key planning tasks.
 - a. Solution Integration Points Mapping across all agencies and/or jurisdictions
 - b. Solution feasibility and readiness assessment

New World responsibilities:

1. Explain the purpose of the Solution Integration Governance Forum, share relevant artifacts (e.g. Charter template, governance plan, solution integration points template) and work with customer to define participants for the forum.
2. Participate in and provide support for the Solution Integration Governance Forum.

Customer responsibilities:

1. Identify list of participants for Solution Integration Governance Forum.
2. Commit to following the Solution Integration Governance Plan.
3. Define initial charter for Solution Integration Governance Forum.
 - a. Define a decision-making and collaboration approach for the Forum
 - b. Define governance and escalation procedures
4. Establish a Solution Integration Governance Plan across all agencies.
 - a. Define Meeting Schedule, Roles & Responsibilities and Communication Plan
 - b. Identify project risks and work with forum to devise mitigation paths
 - c. Capture issues, action items and key decisions/changes
5. Work with Forum to map solution integration points across all agencies.

6. Support the Solution Integration Governance Forum through participation, leadership and appropriate and timely decisions.
7. Timely response to action items identified in the solution feasibility and readiness assessment.

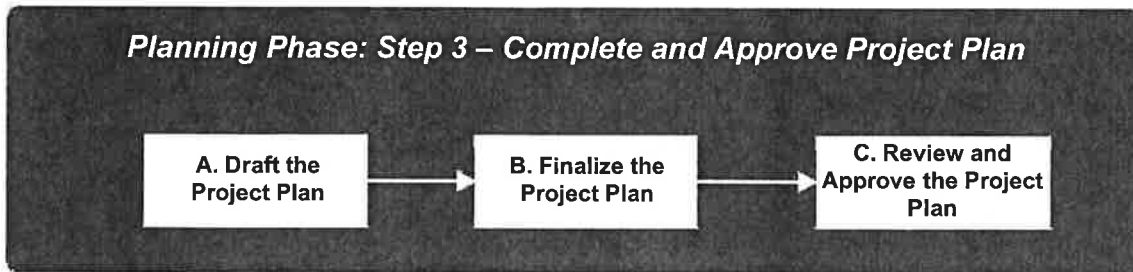
Inputs (prerequisites):

1. Solution Integration Forum Charter template
2. Solution Integration Governance Plan
 - a. Meeting Schedule Template
 - b. Roles and Responsibilities Template
 - c. Communication Plan Template
 - d. Risks Management Plan template
 - e. Action Item template
 - f. Issues template
 - g. Key Decisions / Changes template
3. Mapping of Solution Integration Points template

Outputs (deliverables):

1. List of participants for Solution Integration Governance Forum
2. Solution Integration Governance Forum Charter
 - a. Decision-Making Approach and documented decisions
 - b. Governance/Escalation Procedures and documented escalated activity
3. Solution Integration Governance Plan
 - a. Meeting Schedule for forum
 - b. Roles and Responsibilities defined
 - c. Communication Plan (across all agencies and/or jurisdictions) defined
 - d. Risks Management Plan developed
 - e. Initial Action Items captured
 - f. Initial Issues documented
 - g. Initial Key Decisions / Changes captured
4. Mapping of Solution Integration Points initiated

Completion Criteria: This task shall be complete upon initiation of the Solution Integration Governance Plan.

Step 3: Complete and Approve Project Plan**A. Draft the Project Plan**

Overview: The purpose of this event is to review the information captured during the Planning Phase, finalize key decisions and prepare to finalize the overall Project Plan. It is important to note that the Project Plan includes all documents prepared during the Planning Phase:

1. Project Management Plan
 - a. Roles and Responsibilities
 - b. Communication Plan
 - c. Risk Management Plan
 - d. Action Items
 - e. Issues
2. Project Schedule
3. Requirement Definition documents for Customer Deliverables

New World responsibilities: The New World Project Manager will

1. Meet with the Customer project team and review the information documented in the Planning Phase.
2. Draft and publish the draft Project Plan.
3. Submit the draft Project Plan to the Customer for approval.

Customer responsibilities:

1. Help finalize the Project Plan.
2. Support adherence to the Project Plan.
3. Provide SMEs as requested.
4. Contact State Agency for report and electronic data submission management.

Inputs (prerequisites):

1. Requirements Definition Document(s), when applicable
2. Project Management Plan
3. Project Schedule

Outputs (deliverables):

1. Draft of Project Plan
 - a. Updated Project Schedule
 - b. Proposed Resource schedule



- c. Updated Requirements Document(s); including sign-offs (where applicable)
- d. Updated Project Management Plan

Completion Criteria: This task shall be complete upon the delivery of the Draft Project Plan.

B. Finalize Project Plan

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

New World responsibilities:

1. The New World Project Manager will finalize the Project Plan necessary to meet the requirements of a successful implementation, while establishing clear ownership of activities, deadlines and timeframes for each step of the implementation. It is important to note that both New World and the Customer must commit the resources and leadership necessary for a successful implementation. The Project Plan provides detailed instructions to the entire Customer team and once approved, is the guiding light for all project activity going forward.
2. Review with Customer personnel the identified implementation tasks, priorities, inter-dependencies, team members, resources and other requirements to approve the final Project Plan.
3. Finalize the Project Management Plan, Project Schedule and supporting documentation.

Customer responsibilities:

1. In tandem with New World project personnel, analyze identified requirements of the Project Plan and make such implementation decisions as are reasonably required to finalize the plan.
2. Commit the customer resources and leadership necessary to ensure adherence to the Project Plan.

Inputs (prerequisites):

1. Agreement
2. Project Plan
 - a. Project Management Plan
 - b. Project Schedule
 - c. Resource Plan
 - d. Updated Requirements Document(s), including sign-offs

Outputs (deliverables):

1. Finalized Project Plan, including:
 - a. Resource Schedule (90-day lock)
 - b. Finalized Project Schedule
 - c. Updated Project Management Plan
 - d. Customer Signed Requirements Document(s), when applicable

Completion Criteria: This task shall be complete upon the delivery of the finalized Project Plan.



C. Review and Approve Project Plan

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

New World responsibilities:

1. Deliver the final Project Plan to the Customer.
2. Review the Project Plan with Customer personnel.
3. Upon mutual acceptance of the Project Plan, establish the document as the baseline for the project. If there are no deficiencies communicated, the Plan shall be deemed accepted at the expiration of the ten (10) business days.
4. Ensure there is a clear definition of the alignment of any custom software/interfaces to the implementation of the standard application solution in the Customer's live environment.
5. Review resources confirmed in the project schedule. Ensure that the 90-day lock can be honored.

Customer responsibilities:

1. Review the final Project Plan and document any specific deficiencies found with the Plan within ten (10) business days of receipt.
2. Customer Project Manager and Executive Manager sign off on final iteration of the Plan.

Inputs (prerequisites):

1. Final Project Plan

Outputs (deliverables):

1. Written list of issues or deficiencies in the Final Project Plan with signed approval
 - a. Baselined Project Schedule
 - b. Confirmed Resource Plan (90-day lock)
 - c. All other supporting documents/plans including but not limited to:
 - i. State reporting
 - ii. Data conversion
 - iii. Geo-File
 - d. Requirements Document(s) for interfaces and custom deliverables; including sign-offs
 - e. Updated Project Management Plan

Completion Criteria: This task shall be complete upon conclusion of the ten (10) business day period or Customer's acceptance of the plan, whichever occurs first.



PHASE: Construction

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

Description of Phase: The Construction Phase consists of three steps. During this Phase, the New World and Customer Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team’s focus during this Phase is to execute the Project Plan. The Customer and New World project teams install the system, implement the database, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the New World application. Success requires commitment from New World and the Customer to include necessary leadership and governance by both parties over their respective teams.



5 Phase Project Implementation Methodology

▼ Customer Agreement Signed

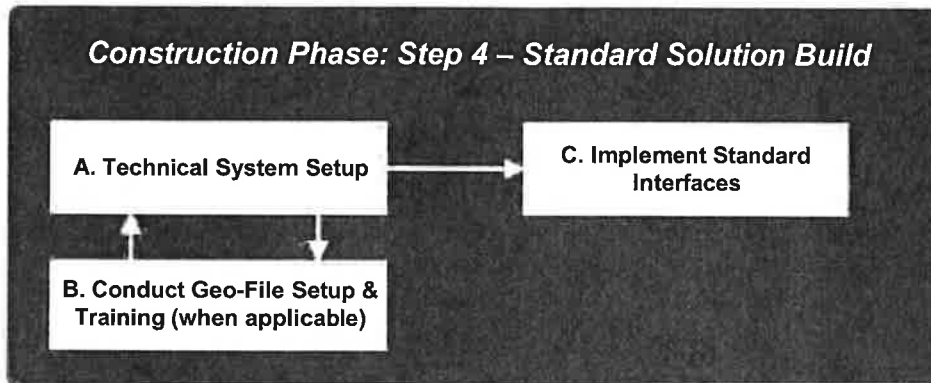
▼ Go Live



* Formalized Executive Sponsor support/involvement

The methodology diagram indicates that each step of the Construction Phase follows the previous step, but many of these steps occur concurrently.

In addition, when the Customer requires the conversion of existing data and/or implementation of custom interfaces to bring the applications into a live production environment, some (or all) of the tasks defined in the Transition Phase, Step 9, Implement Post Go-Live Deliverables, may occur during the Construction Phase (this is dependent upon the Project Plan developed and agreed upon in the Planning Phase).

Step 4: Standard Solution Build**A. Technical System Setup**

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

New World will install the Licensed Standard Software and standard database on Customer supplied servers and configure the system to meet application specifications. This is generally completed in two distinct stages: Aegis/MSP /CAD Enterprise and Mobile.

These services do not include hardware and/or third party product costs which shall be the 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.

The Hardware Quality and Message Switch Operating Assurance Services include:

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



- o. Document Installation Process and System Configuration
- 3. Message Switch Operating System Assurance Services:
 - a. Operating System Assurance and Software Installation Services:
 - b. Unpack and assemble hardware
 - c. Verify core hardware functionality (network/video/storage devices/usb)
 - d. Install and update AIX Operating System
 - e. Install and update applicable system manual pages
 - f. Set AIX environment variables
 - g. Build system user-ids and applicable authorizations
 - h. Install and stage message handler and compilers
 - i. Verify and allocate disk space
 - j. Mirror hard drives and boot sequencing
 - k. Install customer-specific communication processes
 - l. Compile New World Message Switch programs
 - m. Install base Message Switch data tables
 - n. Install automated process restart script
 - o. Install full system backup processes
 - p. Install system support scripts
 - q. Install state specific programs and scripts
 - r. Install state specific data tables
 - s. Assure Message Switch operation
 - t. Disassemble, package, and ship to customer

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

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



Customer responsibilities:

1. Provide Customer technology staff to assist New World with the Site Plan.
2. Provide in writing, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics (i.e. number of users, number of concurrent users, number of transactions, database sizes) and other information reasonably required to validate final hardware requirements.
3. Review and approve the final hardware and operating system configuration with the New World project team.
4. Review New World's recommendations regarding any existing communications networks and workstations and make any modifications identified by New World to ensure compatibility with the equipment and system to be installed.
5. Ensure hardware is ordered, delivered and installed prior to scheduling New World's System Assurance visit on site.
6. Provide information technology support staff on site and accessible via phone or email for knowledge transfer and to help address any concerns encountered during the system installation
7. Provide signoff indicating completion of system set-up and administration training.
8. Install and configure the mobile software on additional mobile client computers (New World will install mobile on a maximum of 5 clients).

Inputs (prerequisites):

1. Pre-Trip Report
2. System Support documentation
3. Customer supplied topology diagram of the network and map

Outputs (deliverables):

1. Post-Trip Report
2. System Configuration document
3. Test and production environments established and ready to use.

Completion Criteria: This task shall be complete upon the installation of the initial application database.

B. Conduct Geo-File Setup and Training

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

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

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

New World responsibilities:

1. Receive from the Customer, the New World required GIS data containing address point layer (optional) and street centerline layer geo-codable by the systems proposed geo-coding service.
2. Receive from the Customer all appropriate required polygon boundary layers. This may represent Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI, Common Name, Alias, and Hydrant layer. 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.
3. Assist the Customer (via the GIS Implementation Specialist) in loading/importing their GIS data into the New World enterprise geo-database within the New World software; it is required that all GIS data to be used within the New World software be maintained in a standard ESRI data format (shape files, personal geo-database, file geo-database) and then loaded into the New World software, or the required GIS data to be maintained directly in the New World enterprise geo-database using ESRI's ArcGIS ArcEditor or ArcInfo desktop software.
4. Conduct a GIS Overview for the Customer.
5. New World is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

Customer responsibilities:

1. Develop initial GIS data and maintain GIS data ongoing.
2. Identify and make available the Customer GIS point of contact responsible for ongoing GIS maintenance.
3. Provide New World with the required GIS data containing address point layer (optional) and street centerline layer geo-codable by the systems proposed. 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).
4. Provide New World all appropriate required polygon boundary layers. Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants.
5. Provide any other GIS data requested by New World for use within the New World software at the time of the initial import/load into the New World enterprise geo-database.



6. Provide all software licenses for ESRI Desktop software ArcEditor/ ArcInfo and any associated systems software and workstation equipment necessary for the initial import/load of the GIS data into the New World enterprise geo-database.
7. Provide trained staff to make GIS data changes or corrections in support of GIS implementation
8. Be solely responsible for the content and accuracy of the supplied GIS data.

Inputs (prerequisites):

1. GIS Implementation Packet and data review document
2. Detailed specifications of required changes or additions to Customer GIS data to ensure compatibility within the New World application

Outputs (deliverables):

1. Post-Trip Reports
2. Customer-supplied GIS data is loaded in the New World Standard Software
3. Demonstration delivered by New World to the Customer that the New World application is working correctly with the loaded Customer GIS data
4. Overview delivered by New World to the Customer for necessary ongoing maintenance and uploading of the GIS data within the New World application going forward

Completion Criteria: This task shall be complete upon delivery of the GIS recommended procedure document.

C. Implement Standard Interfaces

Overview: During this event, New World will implement any applicable standard interfaces.

New World responsibilities:

1. Implement the interfaces in the test environment that are required for the live environment.
New World shall provide interface and other 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.

Customer responsibilities:

1. Provide Customer technology staff to address the desired application workflow
2. Work with New World to test the interfaces
3. Approve or identify deficiencies with the interfaces within fifteen (15) business days of delivery. The interfaces shall be deemed accepted if Customer does not identify and communicate any deficiencies to New World within the fifteen (15) day period.

Inputs (prerequisites):

1. Pre-Trip Report(s)
2. Configuration requirements for interface operations
3. Standard Interfaces

Outputs (deliverables):

1. Post-Trip Report(s)
2. Standard Interfaces installed in the Customer environment
3. Customer sign off for Standard Interfaces operating in the Customer environment

Completion Criteria: This task shall be complete upon the conclusion of the fifteen (15) day period or Customer's acceptance of the interface(s), whichever occurs first.

Step 5: Functional Review

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

The Functional Review includes:

1. Overview of the various Customer work processes and the functional relationship to the software.

| AEGIS APPLICATIONS |
|------------------------------------|
| Computer Aided Dispatch |
| Law Enforcement Records Management |
| Corrections Management |
| Mobile |
| Field-Based Reporting |

2. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
 - a. Custom software modifications
 - b. Custom interfaces
 - c. Data conversion
3. Finalization of any applicable Requirements Definition documentation.
4. Identification and documentation of any desired configuration modifications to the standard software solution (not applicable for pre-configured implementations).
 - a. Standard software applications
 - b. Standard Interfaces
 - c. State reporting requirements (e.g. IBR, UCR, Accident)
5. Agency-specific reports (internal management reports, public inquiries, etc.).
6. Review Hardware and Network Topology.
7. Assess impact on workforce.
8. Finalize Training Plan.
9. Discuss Data Conversion Migration Plan.
10. Define Cutover (Go-Live) Plan.

New World responsibilities:

1. New World's Project Manager and Application Specialist(s) will act as facilitators during the Functional Review. Their main role is to lead the walk through of the New World standard software solution with the Customer.
2. The New World Project Manager is responsible for assisting the Customer Project Manager in preparing the Customer team for the functional review.
3. The New World Project Manager is responsible for creating any additional applicable documentation required during the review (e.g., Functional Review Guide, trip reports).

4. The New World Application Specialist will present the configured applications and act as SME to facilitate an interactive exchange with the Customer and to review the configured applications with the Customer.
5. A New World Executive Manager may participate in the Functional Review, as well as a project review meeting with the Customer's senior staff.
6. The New World Project Manager will finalize the content of the Training Plans as part of the Functional Review.

Customer responsibilities:

1. The Customer Project Manager is responsible for preparing the Customer team for the functional review.
2. Customer leadership and SMEs will walk through Customer workflow and policy set up in the configured New World applications.
3. During the walk through, determine any additional workflow modifications and/or minor software configuration changes that are required.
4. Document in writing the list of any additional configuration changes.
5. Customer shall be responsible for ensuring the implementation of agreed upon workflow changes within its end-user community.

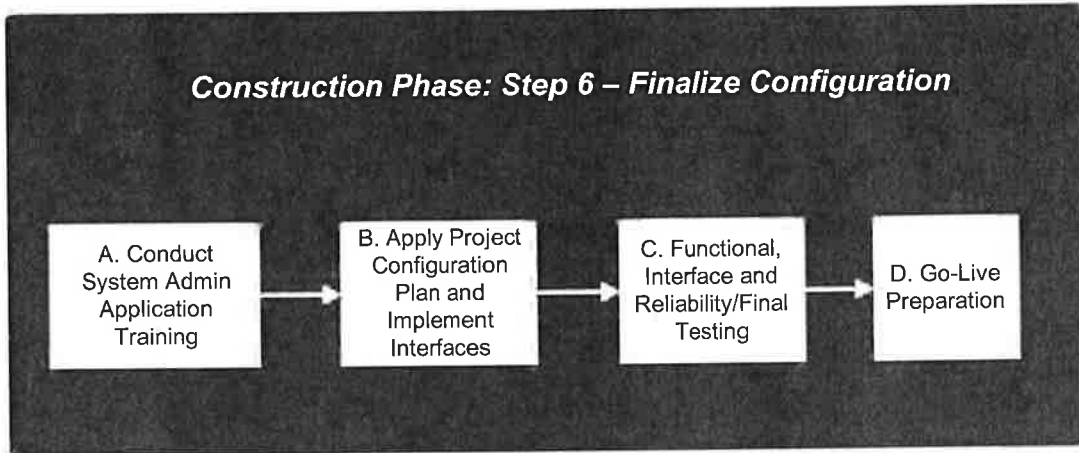
Inputs (prerequisites):

1. Pre-Trip Report
2. Functional Review Guide (when applicable)
3. Requirements Document(s) for Custom Interfaces / Modifications
4. Standard interfaces
5. State reporting (when applicable)
6. Geo-files
7. Field Reporting

Outputs (deliverables):

1. Post-Trip Report
2. Written list of additional configuration changes (provided by the customer)
3. Project Configuration Plan
4. Demonstration delivered via walkthrough by New World with the Customer of the New World applications.

Completion Criteria: This task shall be complete upon delivery of the initial Project Configuration Plan.

Step 6: Finalize Configuration**A. Conduct System Admin Application Training**

Overview: During this event, New World will conduct System Administration Application Training for designated Customer SME personnel to acquire the knowledge necessary to finalize the software solution configuration and maintain the various modules included in the Agreement. (There will be a minimum of one session per each major module.)

Decisions regarding the configuration of the New World application are made in the Construction Phase, Step 5, Functional Review, and are applied during this Step.

New World responsibilities:

1. Provide access to up-to-date user manuals for workshop participants.
2. Train Customer personnel, including the system administrator, on configuration of the various contracted modules.

Customer responsibilities:

1. Provide and schedule necessary facilities for training sessions.
2. Convene workshop team of SMEs for this training.
3. Attend and participate fully and collaboratively in the System Administration Application Training.
4. Complete mapping of solution integration points (when applicable).

Inputs (prerequisites):

1. Pre-Trip Report
2. Training material
3. Project Configuration Plan
4. Training room with computers running New World applications



Outputs (deliverables):

1. Post-Trip Report
2. Written list of issues regarding training (provided by the customer)

Completion Criteria: This task shall be complete at the conclusion of the System Admin Application Training Session.

B. Apply Project Configuration Plan and Implement Interfaces

Overview: During this event, the Customer uses the Project Configuration Plan, created during the Functional Review, as the guide for any modification to the standard application configuration. The results of this effort are configured applications.

New World will implement any remaining standard interfaces.

New World and the Customer will implement any custom interfaces that must be in place to bring the applications into a live production environment. Customer agrees to limit the custom interfaces desired for live operations to those that are currently in production with the legacy system. Data Conversion activity may also be addressed (dependent upon the Project Plan developed and agreed upon in the Planning phase).

New World responsibilities:

1. Provide support for the Customer SME team that is applying configuration changes.
2. Assist the Customer staff to address the desired application workflow for the interfaces.
3. Implement the interfaces in the test environment that are required for the live environment at go-live.

Customer responsibilities:

1. Apply configuration changes as defined in the Project Configuration Plan.
2. Provide Customer staff to address the desired application workflow for the interfaces
3. Specify the desired application workflow.
4. Provide liaison to participating customer agency staff and third party vendors as required to support installation and test of interfaces to 3rd party systems.
5. Test the interfaces.
6. Apply configuration changes as defined in the Project Configuration Plan.
7. Limit custom interfaces to only that are currently in productive use in legacy system.

Inputs (prerequisites):

1. Pre-Trip Report
2. Project Configuration Plan
3. Configuration requirements for interface operations
4. State reporting requirements including data requirements, contact information, data submission deadlines and transition plan
5. Requirements Definition Document(s) (when applicable)
6. Standard and/or Custom Interfaces absolutely necessary for live operations

Outputs (deliverables):

1. Post-Trip Report Configured applications, including applicable interfaces, data conversion, state requirements and field reporting
2. Updated Project Configuration Plan
3. Updated Project Plan

Completion Criteria: This task shall be complete upon the expiration of the fifteen (15) day interface testing period or Customer's acceptance of the interfaces, whichever occurs first.



C. Functional, Interface and Reliability/Final Testing

Overview: The intended purpose of these Tests is for the Customer and New World Systems to verify and mutually agree that the software procured from New World by the Customer has been provided in accordance with the terms of the Agreement.

These tests are covered in the Agreement.

D. Go-Live Preparation

Overview: Review the overall project status to ensure that all requirements for a go-live event have been completed and the go-live event can occur with minimal disruption or risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

New World responsibilities:

1. New World Project Manager or Application Specialist will review the system with the Customer to ensure that each application is functioning as expected.
2. New World Project Manager or Application Specialist will review the Project Management Plan with the Customer to ensure all applicable issues and action items have been addressed and will instruct Customer personnel, including the system administrator, on configuration of the various contracted modules.

Customer responsibilities:

1. The Customer will demonstrate the system is set up and configured as designed (New World assists).
2. Work with New World Project Manager to identify any issues or concerns and jointly agree, in writing, to move forward with training and transition to the live environment.
3. The Customer shall ensure that its team is fully committed to the go-live event and that the proper governance and leadership is in place to guide the Customer through a successful go-live event.
4. Plan, schedule, communicate and coordinate all user planning, preparation and go-live tasks and events.

Inputs (prerequisites):

1. Pre-Trip Report
2. Project Configuration Plan
3. Project Plan
4. Go-Live sign-off template

Outputs (deliverables):

1. Post-Trip Report
2. Updated Project Management Plan; at minimum
 - a. Updated PM Optimization Checklist
 - b. Updated Go-Live Checklist
 - c. Updated SA (Systems Assurance) Checklist



3. Go-Live sign-off
4. Documentation of all outstanding issues/concerns and written agreement to begin the training/transition to the live environment.

Completion Criteria: This task shall be complete upon Customer and New World's written sign-off to proceed with the go-live event.

PHASE: Transition

Purpose: Train users, perform data conversion, execute go-live, complete post-go-live activities, finalize Customer application customizations and optimize implementation.

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



5 Phase Project Implementation Methodology

▼ Customer Agreement Signed

▼ Go Live



* Formalized Executive Sponsor support/involvement

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:

1. Infrastructure and related operational environment;
2. Application configuration, compliance adherence and custom software modifications;
3. Standard and Custom Interfaces;
4. Custom forms;
5. Data Conversion; and
6. 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:

1. Infrastructure and related operational environment;
2. Application configuration, compliance adherence and custom software modifications;
3. Custom forms (from Development Team);
4. Priority Warranty Items/Release Upgrades, and;
5. Release Pathing/Open item review

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

Step 7: Conduct User Training

Overview: New World's Application Specialist(s) provide user training to Customer staff.

New World responsibilities: New World's Application Specialist will provide on-site training services to assigned Customer staff using a Train-The-Trainer (TTT) approach, which consists of the following:

Train-the-Trainer Training (TTT)

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

At its option, Customer may elect to proceed with a User Training approach at an increased cost, which consists of the following services:

User Training

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

Customer responsibilities: Assign, schedule and ensure attendance and participation of appropriate staff for training sessions.

1. Provide and schedule necessary facilities for training sessions.
2. Ensure training facilities are set up and configured with all requisite hardware/software.
3. If a Train-the-Trainer approach is used, select the Customer trainers and receive the Train-the-Trainer training from New World.
4. If a Train-the-Trainer approach is used, train the users.
5. Monitor training course attendance and ensure all appropriate users receive training.
6. Identify in writing any issues regarding training delivery.

Inputs (prerequisites):

1. Pre-Trip Report (if conducted on site)
2. Training materials
 - a. Lesson Plan / User Guide
 - b. Written Proficiency Examinations

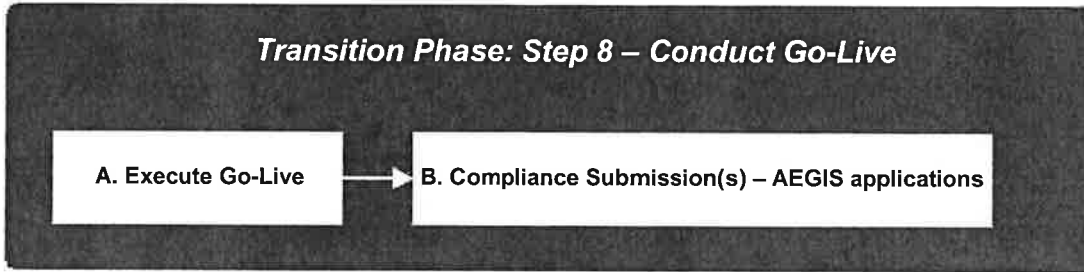
Outputs (deliverables):

1. Post-Trip Report
2. Delivery of all training courses
3. Written Proficiency Examination results
4. Written list of issues regarding training (provided by customer)

Completion Criteria: This task shall be complete at the conclusion of the training session(s).



Step 8: Conduct Go-Live



A. Execute Go-Live

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

New World responsibilities:

- 2. In preparation for go-live, New World will proactively verify the operational readiness of the production environment. This activity may be managed by the Project Manager. The key areas to be reviewed (when applicable) and New World team members that will complete the review are:
 - a. Infrastructure and related operational environment (System Assurance team).
 - b. Application configuration, compliance adherence and custom software modifications (Application Specialists).
 - c. Standard and Custom Interfaces (Interface team / Application Specialists).
 - d. Custom forms (Form Development team).
 - e. Data Conversion (Data Conversion team).
 - f. Priority Warranty Items / Release Upgrades (Project Manager addresses with assistance from the appropriate teams).

- 3. New World assistance for all applications going live

| AEGIS APPLICATIONS |
|------------------------------------|
| Computer Aided Dispatch |
| Law Enforcement Records Management |
| Corrections Management |
| Mobile |
| Field-Based Reporting |

- 4. New World assists Customer in preparing production server for go-live
 - a. Run SQL go-live script
 - b. Set counters
 - c. Other maintenance tasks

5. Provide final updates, when applicable, to the following:
 - a. Standard software
 - b. Custom software
 - c. Hardware
 - d. Interfaces
 - e. State reporting
 - f. Data conversion
 - g. Geo-files
6. New World conducts Customer turnover to Customer Support.
7. New World receives clearance for on-site to depart Customer site.

Customer responsibilities:

1. Verify the operational readiness of the production environment (New World will assist).
2. Prepare production server for go-live (New World will assist).
 - a. Run SQL go-live script
 - b. Set counters
 - c. Other maintenance tasks
3. Schedule, communicate and coordinate all user planning, preparation and go-live tasks and events.
4. Provide SME staff to assist with go-live for each of the applications to serve as the first line of support during the go-live period.
5. Place the software into production and begin operational use in consultation with New World and in accordance with the Project Plan.
6. Provide a detailed list of questions and issues that require explanation or resolution by New World at the end of each day during Go-Live period.
7. Provide sign-off for the interfaces that are operational.

Inputs (prerequisites):

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



Outputs (deliverables):

1. Post-Trip Report
2. Verification that New World Customer support is engaged
3. Customer operating live with Software
4. Customer sign off for Interfaces operating in the Customer environment

Completion Criteria: This task shall be complete on the day that Customer cuts over to live production use of the Software

B. Compliance Submission(s)

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

During the Construction Phase, New World works with the agency to implement state reporting rules. The first full test of these rules occurs 60 to 90 days after go-live to ensure the Customer has data for submission to the state. State reporting and editing can be a significant challenge and to assist Customers with this event, New World schedules and assigns an Application Specialist to assist the Customer with their first submission process.

In addition, during this 90-day period, New World will continue to work with the customer to optimize the operational environment.

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

The Project Manager will provide oversight to continue to verify operational optimization. The key areas to be reviewed (when applicable) and New World team members that will ensure optimization are:

1. Infrastructure and related operational environment (System Assurance team); specifically when there are issues, this team provides a review of the customer infrastructure to pinpoint the source of the issue when it is unclear whether the issue is software or environmentally related.
2. Application configuration, compliance adherence and custom software modifications (Application Specialists); specifically assists the customer with configuration changes needed to optimize operational workflow and support compliance reporting requirements.
3. Custom forms (Form Development team); specifically provides form optimizations found as a result of working with the forms in a production environment.
4. Priority Warranty Items / Release upgrades (Project Manager addresses with assistance from the appropriate teams); specifically works with customer to implement the priority warranty item release upgrades and to ensure the upgrades perform as expected.
5. Release Pathing / Open item review (Project Manager addresses with assistance from the appropriate teams); scheduled, proactive review of customer open items to cleanse prior to transition to ongoing operations. In addition, work with customer to determine release pathing based on assessment of 90 day post go live optimization period.

Customer Responsibilities:

1. Identify primary and secondary staff responsible for submission and correction of state reports.
2. Identify state contact and state testing procedures to ensure the state is prepared to assist with the analysis and evaluation of report submissions in order to expedite returns and error reporting.
3. Verify infrastructure and related operational environment (assist from New World System Assurance team).
4. Verify application configuration, compliance adherence and custom software modifications (assist from New World Application specialists).



5. Build compliance Test plan.
6. Test all forms and compliance submissions.
7. Document all test results.
8. Identify in writing any suspected failures, prioritize and notify New World.
9. Provide access and staff support as necessary to support the optimization activities.

Inputs (prerequisites):

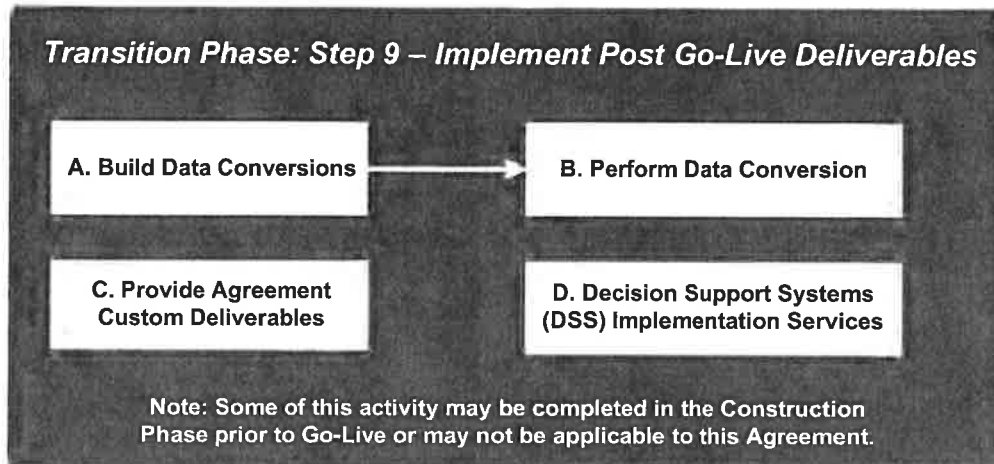
1. Pre-Trip Report
2. State contact for submission management
3. A minimum of 60 days of live operation
4. Documented state submission requirements
5. Training facilities and equipment
6. Agency staff identified as primary and secondary parties responsible for state submission

Outputs (deliverables):

1. Post-Trip Report
2. Test Results
3. Documentation of State submissions adhering to accepted error rates
4. Open item list and corresponding release pathing plan
5. Documentation of any suspected failures and prioritization

Completion Criteria: This task shall be complete upon the submission of one report within accepted error rate guidelines.

Step 9: Implement Post Go-Live Deliverables

**A. Build Data Conversions**

Overview: New World will provide the Customer requested data conversion as described in the Agreement. Depending on the decisions made in the Planning Phase, the data conversion processes may be aligned with the go-live schedule, which means this event would then be included in the initial solution build (Step 5).

New World responsibilities:

1. New World will provide the data conversion programs to convert Customer's legacy data from a single data source to the New World Licensed Standard Software for the specified files (that contain 500 or more records) in the Data Conversion Migration Plan.
2. As provided in the approved project plan for conversions, New World will schedule an on-site trip to the Customer location for assistance for Mapping and Testing. The conversion test trip is part of delivering the conversion programs to Customer. The Customer will be responsible for actual Travel Expenses for this trip.
3. New World will provide the 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. The 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 discovered and reported by the Customer,
 - d. New World conducting internal testing to verify corrections, and
 - e. New World and the Customer planning for the next test iteration and/or the live implementation.

Customer responsibilities:

1. Provide data files from Customer's current database that 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. Provide a data dictionary (data descriptors) containing all data elements must be provided to New World for each file submitted with the media.
 3. As specified in the Project Plan, Customer will provide a dedicated resource in each application area to focus on conversion mapping and testing tasks. Responsibilities include dedicating a support person(s) whenever members of the New World's team are on site regarding conversions. Roughly a one-to-one time ratio exists for Customer commitment and New World commitment. The Customer understands that thorough and timely testing of the converted data by Customer personnel is a key part of a successful data conversion.
 4. Prepare data conversion test plans, perform testing and document test results. Customer understands that thorough and timely testing of converted data by Customer's SMEs is a key part of a successful data conversion.
 5. The 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, the Customer shall pay \$2,500 for each additional test iteration. The 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.
6. Customer agrees to promptly review and sign off on the data conversions after the final test run is completed.

Inputs (prerequisites):

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

Outputs (deliverables):

1. Completed data conversion programs
2. Converted data (tests)
3. Written data conversion test results
4. Conversion test sign-off

Completion Criteria: This task shall be complete upon delivery of the data conversion program(s).

B. Perform Data Conversions

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

New World responsibilities:

1. Follow established Data Conversion/Migration Plan; the plan will identify data sources to be converted, data sources to be migrated, the database type, database design and any detected data mapping issues or exceptions.
2. Execute Data Conversion as outlined in the Project Plan to ensure legacy data can be accessed on production systems as confirmed through previous conversion tasks.
3. As provided in the approved project plan for conversions, New World will schedule an on-site trip to Customer location for Conversion Go-Live Implementation and Support. The Customer will be responsible for actual Travel Expenses for this trip.
4. New World will provide warranty coverage for any conversion-procedure-related issue reported by the Customer to New World within thirty (30) days after the conversion is run in the live database.

Customer responsibilities:

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

Inputs (prerequisites):

1. Pre-Trip Report
2. Data Conversion Packet
3. Approved Data Conversion/Migration Plan

Outputs (deliverables):

1. Post-Trip Report
2. Customer review and sign off on Acceptance of Data Conversion
3. Converted data (production)

Completion Criteria: This task shall be complete upon delivery of the converted data.

C. Provide Agreement Custom Deliverables

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

New World responsibilities:

1. New World will develop and deliver custom software and interfaces.
2. New World will assist customer to implement custom software and interfaces as appropriate.
3. New World will provide training for enhancements and/or custom software.

Customer responsibilities:

1. Clearly define the scope of any custom software to be provided.
2. Provide resources to support the installation of software upgrades when enhancements and/or custom software are available, including interfaces and state reporting.
3. Attend training as required.
4. Implement custom software and interfaces (New World will assist as appropriate).
5. Provide timely sign-off, testing, and approval as described more fully in each Requirements Definition Document.

Inputs (prerequisites):

1. Completed enhancements and/or custom software / interfaces
2. Customer to confirm functionality of custom deliverables within the scope of the approved Requirements Document(s)

Outputs (deliverables):

1. Upgraded and implemented application with custom deliverables
2. Customer sign off for all Custom Deliverables operating in the Customer Environment

Completion Criteria: This task shall be complete upon the conclusion of the testing period described in each Requirements Document.

D. Decision Support Systems (DSS) Implementation Services

Overview: New World will provide Customer with implementation of licensed DSS software modules and will provide related training sessions.

New World responsibilities:

1. Facilitate one or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making.
2. Lead 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).
3. Installation and configuration of DSS software.
4. Provide training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
5. Install **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.

Customer responsibilities:

1. Ensure appropriate command level personnel/decision makers are available for the consultative sessions to discuss data needs and information requirements for decision making.
2. Ensure infrastructure is in place to support DSS implementation (generally setup in Step 4 of Construction phase).
3. Sign off on agreed upon requirements of reporting cubes and dashboards.
4. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions.
5. Provide and schedule necessary facilities for training sessions.
6. Ensure training facilities are set up and configured with all requisite hardware/software.
7. Monitor training course attendance and ensure all appropriate users receive training.
8. Identify any issues in writing.

Inputs (prerequisites):

1. Pre-trip Report
2. Decision Support Software
3. Live data

Outputs (deliverables):

1. Signoff on agreed upon requirements of reporting cubes and dashboards
2. Decision Support Software (DSS) installed and configured
3. Installation of Customer specific reporting cube(s) and dashboard(s).
4. Customer staff trained
5. Post-trip Report



PHASE: Closing

Purpose: Review the project, approve closure, disengage project management and transition Customer to the Account Management Team.

Description of Phase: The Closing Phase consists of one step. During this Phase, the New World Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and Customer.



5 Phase Project Implementation Methodology

▼ Customer Agreement Signed

▼ Go Live



* Formalized Executive Sponsor support/involvement

Step 10: Project Closure Activities

Transition to Account Management

Overview: At the conclusion of the project, the New World applications are fully live and functional in the Customer's environment with all required components delivered and operational. During this event, the New World Project Manager will schedule a formal turnover of the Customer to the New World Account Management Team, which includes the Executive Sponsor, Customer Support and Customer Care. The managers of Customer Care and Support introduce their department structure and review the services each team provides.

Project closure will also be finalized with the Customer, ensuring the Customer and the New World Customer Support team members are aware of the overall deployment of the New World implementation and that all questions have been addressed and exceptions are incorporated into the sign-off document.

New World responsibilities:

1. The New World Project Manager will coordinate a meeting, either via teleconference or on site, to review the project status and transition ongoing communications with the Customer to the assigned Account Team
2. Managers of New World Customer Support create and distribute agenda
3. Prepare the sign-off documentation
4. The Project Manager and PMO will review all project financials to ensure all deliverables for the Agreement are delivered, billed and paid

Customer responsibilities:

1. Provide appropriate personnel for the support turnover meeting
2. Provide a location with a conference phone for the support turnover meeting
3. Project Closure sign-off
4. Complete payment for all amounts described in the Agreement

Inputs (prerequisites):

1. Agenda
2. Scheduled meeting
3. Open item list and corresponding release pathing plan
4. Project Closure sign-off template

Outputs (deliverables):

1. Verification that Account Management is engaged to support the Customer
2. Project Closure sign-off

Completion Criteria: This task shall be complete upon project closure sign-off by Customer and New World

