EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

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

DESCRIPTION OF COST		COST
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	$802,250
1.	Licensed Standard Software $1,503,750	
2.	Less Demonstration Site Discount (601,500)	
3.	Best and Final Concession BAFO (100,000)	
B.	IMPLEMENTATION SERVICES	770,600
1.	PROJECT MANAGEMENT as further described in Exhibit B $150,000	
2.	INTERFACE INSTALLATION SERVICES as further described in Exhibit B 49,000	
3.	IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B 208,000	
4.	OTHER IMPLEMENTATION SERVICES as further described in Exhibit B 56,500	
5.	DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F 97,800	
6.	CUSTOM SOFTWARE/INTERFACE SERVICES as further described in Exhibit G 177,300	
7.	CUSTOM SOFTWARE MODIFICATION SERVICES as further described in Exhibit G 32,000	
C.	THIRD PARTY PRODUCTS AND SERVICES	128,595
1.	THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
D.	PERFORMANCE BOND AND OTHER COSTS	22,800
	ONE TIME PROJECT COST:	**$1,724,245**
E.	OPTIONAL NEW WORLD SYSTEMS' EXECUTIVE CUSTOMER CONFERENCE ATTENDANCE	30,000
1.	CONFERENCE ATTENDANCE as further described in Exhibit B	
F.	TRAVEL EXPENSES (Estimate) – billed as incurred	$67,500
G.	STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 31, 2012.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

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

	DESCRIPTION OF PAYMENT		PAYMENT
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$802,250
	1. Amount invoiced upon Effective Date:	$395,763	
	2. Amount invoiced 90 days after Effective Date	241,058	
	3. Amount invoiced 365 days after Effective Date	165,429	
B.	IMPLEMENTATION SERVICES as further detailed in Exhibit B		770,600
	1. Amount invoiced upon completion of SOW Step 3: Complete approved Project Plan	69,078	
	2. Amount invoiced upon completion of SOW Step 4: Standard Solution Build	69,078	
	3. Amount invoiced upon completion of SOW Step 5: Functional Review	69,077	
	4. Amount invoiced upon completion of Data File Conversion	69,077	
	5. Amount invoice upon completion of SOW Step 7: Conduct User Training	69,077	
	6. Amount invoiced upon completion of SOW Step 8: Go-live	157,285	
	7. Amount invoiced upon completion of SOW Step 10: Project Completion	235,928	
	8. Amount invoiced for actual hours used as defined in Exhibit G, item 1(a)(1)	32,000	
C.	THIRD PARTY PRODUCTS AND SERVICES		128,595
	1. Amount invoiced upon the Effective Date (50%)	$64,298	
	2. Amount invoiced upon Delivery of Third Party Products and Services (50%)	64,297	
D.	PERFORMANCE BOND AND OTHER COSTS		22,800
	1. Performance Bond – invoiced upon Effective Date	$19,800	
	2. Escrow One-time set-up fee – invoiced upon Effective Date	3,000	

ONE TIME PAYMENTS: $1,724,245

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

E.   OPTIONAL EXECUTIVE CUSTOMER CONFERENCE 4 ATTENDEES   30,000

        1. 2013 Conference to be invoiced with annual SSMA $6,000

        2. 2014 Conference to be invoiced with annual SSMA   6,000

        3. 2015 Conference to be invoiced with annual SSMA   6,000

        4. 2016 Conference to be invoiced with annual SSMA   6,000

        5. 2017 Conference to be invoiced with annual SSMA   6,000

F.   TRAVEL EXPENSES (Estimate) $67,500*
      (These expenses are billed as incurred)

        1. 45 trips are planned. Additional trips must be authorized in advance by Customer.

*Estimate

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

H.   SOURCE CODE ESCROW FEES

        1. Annual Administrative Fee – first year invoiced upon Effective Date $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 SIXTY (60) DAYS FROM RECEIPT OF INVOICE.

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

Customer agrees to not unreasonably withhold approval of milestones tied to SOW steps.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

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

Application Package[1,2,3,4]   Cost

CAD

1. **Aegis CAD Enterprise.NET Combined LE/Fire/EMS CAD** $108,000
    - Call Entry
    - Call Control Panel
    - Unit Recommendations
    - Unit Status and Control Panel
    - Call Stacking
    - CAD Messaging
    - Call Scheduling
    - Dispatch Questionnaire
    - Fire Equipment Search/Fire Equipment Move
    - GIS/Geo-File Verification
    - Hazard and Location Alerts
    - Hazmat Search
    - Hydrant Inventory
    - Access to Aegis/MSP LE Records
    - Access to Aegis/MSP Fire Records
    - Note Pads
    - Proximity Dispatch (Requires CAD AVL and Mobile)
    - Rip-N-Run Remote Printing
    - Run Cards/Response Plans

2. **Additional Aegis CAD Enterprise.NET Software for Computer Aided Dispatch** [5]
    - BOLOs   11,000
    - CAD Mapping   11,000
    - CAD Auto Routing   11,000
    - CAD AVL   11,000
    - Service Vehicle Rotation (Wrecker, Ambulance)   11,000

3. **Aegis CAD Enterprise.NET Third Party Interface Software** [5]
    - CAD Pager Interface   11,000
      Supports SNPP, SMTP, Standard TAP, WCTP

    - E-911 Interface [7]   11,000

    - On-Line CAD Interface to State/NCIC (up to 6 inquiry screens)[8]   11,000

    - Pre-Arrival Questionnaire Interface (1 questionnaire(s))   11,000
      Supports ProQA for Fire, EMD, Police

      (ProQA Paramount, APCO, Powerphone) (development)

    - Encoder Interface [7]   11,000
      Supports Zetron Models 25, Locution, WestNet First In, Motorola
      Gold Centracom

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

LAW ENFORCEMENT RECORDS

4. **Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records**   75,000

- Accidents
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- GIS/Geo-File Verification
- Impounded Vehicles
- Incident Tracking
- Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants

5. **Aegis/MSP Federal and State Compliance Reporting for LE Records**

- Federal UCR/IBR[9]   18,000

- State Accidents[10]   18,000

6. **Additional Aegis/MSP Software for Law Enforcement Records**

- Activity Reporting and Scheduling   9,000

- Alarm Tracking and Billing   14,000

- Career Criminal Registry (parolee, sex offender)   9,000

- Case Management   9,000

- Data Analysis/Crime Mapping/Management Reporting[6]   18,000

- Field Investigations   9,000

- Equipment Tracking   15,000

- Gang Tracking   14,000

- Property Room Bar Coding[5]   9,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

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

- Ticket Writer Interface   24,000
  Supports APS, NY TraCS

- Citizen Reporting Interface   16,000
  Supports Coplogic

- Aegis/MSP State/NCIC Interface[8]   16,000
  Includes 12 - 15 screens

8. **Aegis/MSP Imaging Software**

- Public Safety Lineups/Mug Shots[11]   25,000

- Wanted Posters   9,000

FIRE RECORDS

9. **Aegis/MSP Fire Records Software Base Package**   54,000
   - Activity Reporting and Scheduling
   - Investigations
   - Business Registry
   - Hazardous Materials
   - GIS/Geo-File Verification
   - Hydrant Inventory and Inspections
   - Incident Tracking
   - Inspection Tracking
   - Personnel/Education
   - Pre-plans
   - Station Activity Log
   - BLS/ALS

10. **Federal Compliance Reporting for Fire Records**
    - NFIRS 5.0 Electronic Reporting   22,000

11. **Additional Aegis/MSP Software for Fire Records**

    - Data Analysis/Management Reporting[6]   12,000

    - Equipment Tracking and Maintenance   15,000

    - Fire Permits   15,000

    - Inventory   15,000

    - Vehicle Tracking and Maintenance   15,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

DECISION SUPPORT SOFTWARE [6,12]

12.	**Law Enforcement Management Data Mart**	
	- Includes 3-4 users	8,000
	Dashboards for Law Enforcement	16,000
13.	**Fire Management Data Mart**	
	- Includes 3-4 users	8,000
	Dashboards for Fire Management	16,000

AEGIS LINK SOFTWARE

14.	**Web Consolidated Search**		
	- Web Query		15,000
15.	**Web Applications**		
	- Web CAD Monitor		15,000
	- Web Briefing Notes (includes BOLOs)		11,000

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000 [13]

16.	**Base Message Switch to State/NCIC (201-300 units)** - Base Message Switch for MDT/MCT - State/NCIC Interface	(mobile messaging/Field Rptg)	107,000
17.	**Additional Aegis® Software for RS/6000 Message Switch**		
	- New World CAD Interface for Aegis/MSP (151-200 units)	(mobile messaging)	20,000
	- Mobile Upload Software (201-300 units)	(field reporting)	70,000
	- AVL Interface (151-200 units) [14]	(mobile messaging)	20,000

MOBILE SOFTWARE ON THE MSP Server

18.	**Aegis® Mobile Integration Software**		
	- MDT/MCT Base CAD/RMS Interface (201-300 units)	(mobile messaging/Field Rptg)	25,000
	- AVL CAD Interface (151-200 units) [14]	(mobile messaging)	20,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

MOBILE MANAGEMENT SERVER

19. **Aegis/MSP Mobile Management Server Software (201-300 units)**

- Base CAD/NCIC/Messaging	(mobile messaging)	N/C
- Field Reporting	(field reporting)	25,000
- Field Reporting Data Merge	(field reporting)	6,000

CLIENT SOFTWARE

20. **Aegis® Law Enforcement Mobile Unit Software (125 Units)**

Mobile Messaging

LE State/NCIC via Switch [8]	$500	ea.	$62,500
LE CAD via Switch	$750	ea.	$93,750
Mugshot Image Download	$200	ea.	$25,000
In-Car Mapping	$400	ea.	$50,000
In-Car Routing	$300	ea.	$37,500
New World AVL	$300	ea.	$37,500
Drivers License Mag Stripe Reader/Barcode Reader Interface [17]	$200	ea.	$25,000

Field-Based Reporting (125 Units)

LE Field Reporting (Federal Standards) The following 4 New World Reports are included: - Incident (1 form) - Case (1 form) - Arrest (1 form) - Supplement (1 form)	$1,000	ea.	$125,000
LE Field Reporting Compliance	$200	ea.	$25,000
LE Accident Field Reporting The following New World Report is included: - Accident (1 form)	$1,000	ea.	$125,000
LE Accident Field Reporting Compliance	$300	ea.	$37,500
Mobile Upload of Field Reports	$600	ea.	$75,000
Field Investigation Field Reporting (1 Form)	$300	ea.	$37,500
MCT Ticket Writer Interface	$150	ea.	$18,750

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

20. **In-Station-Based Reporting (100 Units)**

LE Field Reporting (Federal Standards) The following 4 New World Reports are included: - Incident (1 form) - Case (1 form) - Arrest (1 form) - Supplement (1 form)	$1,000	ea.	$100,000
LE Field Reporting Compliance	$200	ea.	$20,000
LE Accident Field Reporting The following New World Report is included: - Accident (1 form)	$1,000	ea.	$100,000
LE Accident Field Reporting Compliance	$300	ea.	$30,000
Mobile Upload of Field Reports	$600	ea.	$60,000
Field Investigation Field Reporting (1 Form)	$300	ea.	$30,000

22. **Aegis Fire Mobile Unit Software (25 Units)**

Fire CAD via Switch	$750	ea.	$18,750
In-Car Mapping	$400	ea.	$10,000
In-Car Routing	$300	ea.	$7,500
New World AVL	$300	ea.	$7,500
Fire Inspections	$500	ea.	$12,500

23. **Aegis EMS Mobile Unit Software (15 Units)**

EMS CAD via Switch	$750	ea.	$11,250
In-Car Mapping	$400	ea.	$6,000
In-Car Routing	$300	ea.	$4,500
New World AVL	$300	ea.	$4,500

Subtotal	$13,600	ea.	$1,197,500
Less Laptop Software Volume Discount of 50%			(598,750)
TOTAL LAPTOP SOFTWARE			598,750

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

24. **Workstation License** (Included)	Included
NEW WORLD STANDARD SOFTWARE LICENSE FEE	$1,653,750
LESS DEMONSTRATION SITE DISCOUNT	(661,500)
LESS BEST AND FINAL CONCESSION BAFO	(100,000)
TOTAL SOFTWARE LICENSE FEE [15,16]	**$802,250**

Note: Other than for Mobile Software, a Workstation License for up to 250 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
- City of Norman Police
- City of Norman Fire
- EMSSTAT EMS
- Norman Animal Welfare

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

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

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

3 *New World Systems' .NET or MSP 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. **City** is responsible for any 3rd party support.*

6 *Application may require a separate Server.*

7 *Requires Lantronix USC 1100 included in Appendix 1 of this Agreement.*

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

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

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

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

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

13 *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11, EVDO, 4G/LTE, NetMotion and Electrocom Mobile Communication solutions only.*

14 *Requires 3rd party GPS hardware.*

15 *Prices assume that all software is licensed.*

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

17 *City must provide magnetic stripe encoding format Also, pricing does not include required 3rd party equipment or hardware, unless provided in Appendix 1.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing

City may license the following software modules at the indicated current list prices, less a 40% discount, for up to two (2) years after Systems Acceptance.

OPTIONAL SOFTWARE MODULES

CAD

1. **Aegis/MSP Third Party CAD Interface Software** [1]

    - New World CAD to New World CAD Interface $15,000

    - Pictometry Interface   11,000

LAW ENFORCEMENT RECORDS

2. **Additional Aegis/MSP Software for Law Enforcement Records**

    - Animal Tracking[3]   15,000

    - Bicycle Registration   10,000

    - Narcotics Management   15,000

    - Pawn Shops   9,000

LAW ENFORCEMENT RECORDS

3. **Aegis/MSP Third Party LE Records Interface Software** [1]

    On-Line Modules - Includes 4 state inquiry screens[2]

    - On-Line Global Subjects Interface to State/NCIC   11,000

    - On-Line Pawn Shop Check Interface to State/NCIC   11,000

    - On-Line Property Checks Interface to State/NCIC   11,000

    - On-Line Wants and Warrants Interface to State/NCIC   11,000

    - On-Line Orders of Protection Interface to State/NCIC   11,000

4. **Aegis/MSP Imaging Software**

    - ID Badges (support for Office 2010 in development)   9,000

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

<u>**MOBILE SOFTWARE**</u>
<u>**CLIENT SOFTWARE**</u>

5.	**Base Message Switch to State/NCIC (Uplift from 201 to 300 units)** - Base Message Switch for MDT/MCT - State/NCIC Interface	*(mobile messaging/Fld Rptg)*	19,000
6.	**Additional Aegis® Software for RS/6000 Message Switch**		
	- New World CAD Interface for Aegis/MSP (Uplift from 201 to 300 units)	*(mobile messaging)*	5,000
	- Mobile Upload Software (Uplift from 201 to 300 units)	*(field reporting)*	15,000
	- AVL Interface (Uplift from 201 to 300 units) [4]	*(mobile messaging)*	5,000

<u>**MOBILE SOFTWARE ON THE MSP Server**</u>

7.	**Aegis® Mobile Integration Software**		
	- MDT/MCT Base CAD/RMS Interface (Uplift from 201 to 300 units)	*(mobile messaging/Fld Rptg)*	8,000
	- AVL CAD Interface (Uplift from 201 to 300 units) [4]	*(mobile messaging)*	5,000

<u>**MOBILE MANAGEMENT SERVER**</u>

8.	**Aegis/MSP Mobile Management Server Software (Uplift from 201 to 300 units)**		
	- Base CAD/NCIC/Messaging	*(mobile messaging)*	N/C
	- Field Reporting	*(field reporting)*	5,000
	- Field Reporting Data Merge	*(field reporting)*	1,000

<u>**CLIENT SOFTWARE**</u>

9. **Aegis® Law Enforcement Mobile Unit Software (1 Unit)**

  <u>**Mobile Messaging**</u> $1,325/each

  LE State/NCIC via Switch

  LE CAD via Switch

  Mugshot Image Download

  In-Car Mapping

  In-Car Routing

  New World AVL

  Drivers License Mag Stripe Reader/Barcode Reader Interface

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Field-Based Reporting (1 Unit) $1,775/each

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

LE Field Reporting Compliance

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

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

MCT Ticket Writer Interface

10.   **In-Station-Based Reporting (1 Unit)** $1,700/each

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

LE Field Reporting Compliance

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

LE Accident Field Reporting Compliance

Mobile Upload of Field Reports

Field Investigation Field Reporting (1 Form)

11.   **Aegis Fire Mobile Unit Software (1 Unit)** $1,125/each
Fire CAD via Switch

In-Car Mapping

In-Car Routing

New World AVL

Fire Inspections

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

12. **Aegis EMS Mobile Unit Software (1 Unit)** $875/each
    EMS CAD via Switch
    In-Car Mapping
    In-Car Routing
    New World AVL

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

	MSP ENDNOTES

1 *Does not include any required 3rd party hardware or software. City is responsible for any 3rd party support.*

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

3 *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).*

4 *Requires 3rd party GPS hardware.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1.   Project Management Services

New World shall act as Project Manager to assist **City's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **City's** management and the **City** 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 **City's** location
   - progress status meeting(s) will occur during implementation via telephone conference or at **City's** location; and
   - a project close-out meeting at **City'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 24 months after the Effective Date, unless there is project delay based solely on **New World's** part. If such delay occurs, the length of the delay shall be added to the 24 month duration.

2.   Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **1,300** hours of **New World** implementation and training support services have been allocated for this project. Excess hours approved through change order process requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **City** agrees to reimburse **New World** for support trips canceled by **City** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs such as non-refundable airline tickets or change fees. The recommended implementation and training support services include:

a)   implementation of each package of Licensed Standard Software;
b)   **City** training and/or assistance in testing for each package of Licensed Standard Software; and
c)   System configuration and tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.
d)   Assist **City** with system acceptance as described in Exhibit H

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

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

3. **Interface Installation Service**

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **City's** responsibility unless supplied by **New World** as described in Appendix 1, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses. If on-site installation and training is required, **City** will be responsible for the actual Travel Expenses. The services include the following interfaces.

a)   Operating System Assurance
b)   Message Switch Installation Support
c)   CAD Pager Interface
d)   911 Interface
e)   On-Line CAD Interface to State/NCIC
f)   Pre-Arrival Questionnaire Interface
g)   Ticket Writer Interface
h)   Encoder Interface
i)   Citizen Reporting Interface
j)   State/NCIC
k)   New World Mug Shots/Imaging
l)   Web Query
m)   Web CAD Monitor
n)   Web Briefing Notes
o)   Geo-File Implementation

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

4. **Hardware Quality Assurance Service**

New World shall provide Hardware Systems Assurance of **City's** Aegis/.NET server(s). These services do not include hardware and/or third party product costs which shall be **City'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, **City** will be responsible for the actual travel expenses.

a)   Hardware Quality Assurance Services (High Availability) Environment:
     Hardware Systems Assurance and Software Installation:
     -   Assist with High Level System Design/Layout
     -   Validate Hardware Configuration and System Specifications
     -   Validate Network Requirements, including Windows Domain
     -   Physical Installation of **New World** Application Servers
     -   Install Operating System and Apply Updates
     -   Install SQL Server and Apply Updates
     -   Install New World Applications Software and Apply Updates
     -   Establish Base SQL Database Structure
     -   Install Anti-Virus Software and Configure Exclusions
     -   Install Automated Backup Software and Configure Backup Routines

- Configure System for Electronic **City** Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. 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 **City'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, **City** will be responsible for the actual travel expenses.

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 **City**-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 **City**

6. Additional Services Available

Other **New World** services may be required or requested by **City** 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.

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

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **City** 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 **City** no-charge SSMA period through June 30, 2014.

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 eighteen (18) months after a new release is announced by **New World**) for general release and no Priority 1 or Priority 2 known defects exist;

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.

h) Optional - Registration for four (4) Customer participants to the 2013, 2014, 2015, 2016 and 2017 New World Systems' Executive Customer Conference to include two (2) night's stay at the Conference Hotel on specified conference dates, conference registration and meals. Participation does not include **Customer's** travel cost, local transportation cost or any other miscellaneous expense incurred by **Customer**. **Customer** to notify **New World** of their desire to attend Executive Conference by March 31 of each year. **New World** will increase annual SSMA amount by $6,000. These fees are non-refundable and may not be used toward a conference other than those specified in payment terms.

i) Upgrades, including new releases, to comply with Federal and/or State mandates for NCIC/NLETS/OLETS and NIBRS reporting.

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

Additional support services are available as requested by **City** at the Hourly Rate.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

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

City 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 **City'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 Hourly Rate.

4.   **Billing**

Maintenance costs 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 **City** 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 in Production**

If, after **City** has cutover to live production use of the Licensed Standard Software, **City** believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current **New World** user manuals, **City** shall notify **New World** in writing, email, or through the **New World** support website, that there is a claimed defect and specify what it believes to be defective. **New World** shall only accept notices of defect and requests for software correction from the **City** Liaison, unless the **City** Liaison is not available or the defect or software correction is believed by **City** to be so critical that immediate notification to **New World** is required. Documented examples of the claimed defect must accompany each notice. **New World** shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, **New World** shall provide software correction service at no charge. (See Section 4.0 ("Warranties and Representations") of the Agreement for the **New World** warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5). **City** may submit software enhancement suggestions for **New World** to consider. If **New World**, at its discretion, decides to add a software feature as a result of **City's** software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after **City** has cutover to live production use of the Licensed Standard Software, **New World** shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on **City's** determination of the severity of the error defect, fault, performance, operation or malfunction and **New World's** reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

(a)   **Priority 1**: *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **City**. Immediately after notification of the Priority 1 event by **City**, **New World** shall offer to **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

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

(b)   **Priority 2**: *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit City's use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **City**. Immediately after notification of the Priority 2 event by **City**, **New World** shall offer to **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 2 event is five (5) Business Days, or less.

(c)   **Priority 3**: *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

City may contact the following **New World** resources for management level issue resolution escalation:
    Aegis General Manager Customer Service and Support Operations, currently Nina DiMeglio
    Aegis Director of Product Operations and Solution Consulting, currently Brian Leary
    Senior Vice President and General Manager of Aegis Operations, currently Nino DiCosmo

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 any party other than **New World**;
b) situations where **City**'s use or operations error causes incorrect, operation, performance, information or reports to be generated; and
c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

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

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

<u>**Annual Maintenance Cost**</u>

Warranty through 12/31/13	No charge
Year 1 (1/1/14 – 6/30/14)	$100,000
Year 2 (7/1/14 – 6/30/15)	211,000
Year 3 (7/1/15 – 6/30/16)	211,000
Year 4 (7/1/16 – 6/30/17)	227,000
Year 5 (7/1/17 – 6/30/18)	238,000
Year 6 (7/1/18 – 6/30/19)	254,000

8.   **Non-Funding Provision**

Assuming all Exhibit A and B products and services have been paid for, and after year two of the SSMA has been paid for and completed, in the event **City** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **City** shall have given **New World** ninety (90) days written notice prior to the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSMA shall also be terminated. Without **City's** fulfillment of the above provisions, **City's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA **Agreement**.

9.   **SSMA Increase Cap**

For a comparable range of services, **New World** agrees that the increase in the annual maintenance cost for years 6 through 10 shall not exceed 3% per year over the prior year.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **City of Norman**   Located At: **201-B West Gray Street**
             City Name   **Norman, OK 73069**

Authorized Signature of **City**:

_____   _____   _____
   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 **City** identified above as permitted in the **City'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 **City** under the *Standard Software License and Service Agreement* between **City** 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 **City** a significant discount in exchange for the privilege of using **City's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **City** agrees to act as a demonstration site for prospective **New World City**s. **City** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World City**s. By agreeing to be a demonstration site, **City** is not necessarily endorsing the **New World** software and **City** 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 **City** personnel and will be scheduled, with **City's** permission, to minimize the interruption to **City's** operations. **New World** will provide **City** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **City** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **City** 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. **City** may elect to cancel or proceed with the conversion effort based on the revised estimate (open item).

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 **City** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will create and provide **City** 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 **City** approves this document.

2. **New World** will provide the data conversion programs to convert **Citys** 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 **City** location in order to conduct the following:

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

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

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

    a. Running a conversion test in the **City's** test environment,
    b. **City** reviewing a conversion test and responding in writing to **New World** (see **City** responsibilities paragraph 3 below),
    c. **New World** correcting or otherwise responding to issues to issues discovered and reported by **City**,
    d. **New World** conducting internal testing to verify corrections, and
    e. **New World** and **City** 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 **City** to **New World** within thirty (30) days after the conversion is run in the live database.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

City Responsibilities

1. Up to **29** discrete data file/modules from **City's** current database are included in this conversion. **City** will provide a list of discrete data files with descriptions of fields or data elements in each file.

2. The **City** 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 **City** requests data extraction assistance from **New World**, data extraction services shall be billed at the Hourly Rate.

3. **City** 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, **City** shall pay $2,500 for each additional test iteration if additional test iterations are required due to the fault of **New World**, **City** will not be charged. **City** will promptly review each test iteration when delivered by **New World**. Prompt **City** review will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

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

5. As provided in the project plan for conversions, **City** 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 **City** commitment and the **New World** commitment. **City** understands that thorough and timely testing of the converted data by **City** personnel is a key part of a successful data conversion.

6. **City** 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:

Master Files (From a single data source)
- *Master Name (Jackets)*
- *Address Re-verification*
- *Master Property*
- *Master Gun*
- *Master Vehicle*
- *Statutes*

CAD/POLICE RMS (From a single data source)
- *CAD / Calls for Service*
- *Incidents*
- *Cases*
- *Alerts*
- *Arrests*
- *Accidents*
- *Tickets/Citations*
- *Vehicle Impounds*
- *Personnel Training*
- *Contact Cards*
- *Career Criminals*
- *Warrants*
- *Narrative*
- *External Documents*
  (self-contained documents linked to legacy data)
- *Mug Shots (from AFIX system)*

FIRE CAD / Records Management System
(From a single data source)
- *Incidents*
- *Run Cards*
- *Buildings and Businesses*
- *Pre-plans*
- *Inspections*
- *Hydrants*
- *Hoses*
- *Investigations*

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

1. **Definition of Project**

New World will provide the **City** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **City's** requirements. **City** 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 any modifications/interfaces may be provided at the conclusion of the assessment. **City** may elect to cancel or proceed with the modifications/interfaces based on the revised estimate. If **City** requests changes in the scope of interfaces listed below as "Fixed Costs", **New World** reserves the right to revise the costs.

Capabilities included in the initial scope:

- a) Enhancements / Modifications to Exhibit A Software
    - *(1)* Up to 200 hours of technical resources will be allocated for software modifications and/or custom reports. **City** shall only be charged for actual hours used.

- b) Custom Software/Interfaces
    - With **New World** providing consultation, **City** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
    - *(1)* 7.2.16 Oklahoma Information Fusion Center or the ability to export to a COPLINK based data warehouse (Estimated cost - $20,000):

    - *(2)* Ticket Export for both Traffic and Non-Traffic Citations (Fixed Costs)

    - *(3)* New World Systems CAD to Sansio ePCR Solution (Fixed Costs)

    - *(4)* Warrant Import from Sungard Court System (Fixed Costs)

    - *(5)* Two-Way Interface to GeoSafe Mobile

    - *(6)* One-way interface from City AFIX system to import mugshots (Fixed Costs)

    - *(7)* Custom Traffic Stop using AVL (Fixed Costs)

    - *(8)* New World Mobile queries to additional data sources: (estimated cost - $20,000)
        - a) TBD

Exhibit G / CITY 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 **City**. Only items identified in Paragraph 1 above will be provided in this implementation plan.

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

 (3) Programming and programming test.

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

 For modification requiring over fifty (50) hours 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 **City** 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

Activity	Targeted Time Period
(1) Complete Design Review with **City** Staff. **City** 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 **City**.	To be determined
(3) RD is accepted and signed off by **City** (no programming will be done by **New World** until the formal sign-off and **City's** authorization to proceed in writing).	To be determined
(4) **New World** completes programming from RD and provides modified software to **City**.	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

 c) **City's** Responsibility

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

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

Name	Ticket Export for both Traffic and Non-Traffic Citations
Short Description of Interface or Custom Modification	New World will provide a one-way export of ticket and citation information to the Sungard Court System for both traffic and Non-Traffic Citations.
Data Source	New World Ticket Module
Target	Sungard Court System Import Process
Interface Direction	One Way Export
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	Currently, a daily batch process is in place that provides the ticket data to the court system using a text file format. This process imports a set file name which causes issues on court holidays is the export process is not suspended. This ICD is based on Sungard being able to provide some minor modifications to their process to support a more flexible workflow. **New World will provide TWO different file formats for the export.** Traffic Tickets are based on one format and non-Traffic are based on another. File format may require a fixed field length, fixed record length format.
Protocol/Transport	LAN based file export
Data Formats	Text or XML, may require two separate formats, may require fixed field fixed record length
3rd Party Requirements	Sungard will need to work with New World during development of the requirements document to design a more flexible import process that is not reliant on the file name and does not require manual intervention. This most likely will incur costs from Sungard in addition to the costs outlined in this document. Sungard will need to provide a technical contact for development of this interface.
NWS Tasks	• Work with agency to define functionality of interface • Develop requirements document (RD) for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define functionality of interface (help define the RD) • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts or modifications • 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
Comments	New World is supporting only existing Ticket and Citation Fields, no new fields will be added to the module for this interface.

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

Name	New World Systems CAD to Sansio ePCR Solution
Short Description of Interface or Custom Modification	New World will provide a one-way export of call for service information to the Sansio ePCR solution.
Data Source	New World Systems CAD
Target	Sansio ePCR
Interface Direction	One Way interface
NWS Interface	Custom Interface
External System Interface	N/A
Detailed Description	Sansio supports imports from CAD systems via HealthEMS Xchanger. This component will import CAD call for service information into the ePCR solution. New World will export an XML file to a shared directory on the network accessible to both applications. This file will contain the call for service information including the unit status and times. The file will be exported based on an event (call cleared, unit at patient, etc). Sansio will monitor the directory to parse and submit the CAD data thru their solution.
Protocol/Transport	File/Folder or UNC path
Data Formats	XML or other text based file formats
3rd Party Requirements	Sansio will need to provide contact information for a technical resource for any questions during development, installation, or testing of this interface.
NWS Tasks	• Work with agency to further define scope and functionality of interface • Develop functional specification for approval (Requirements Document or RD) • Install, configure, and test interface
Customer Tasks	• Work with NWS to review scope and functionality of interface (requirements document) • Customer responsible for obtaining any required 3rd party technical specifications and technical contact information. • Have resource available to review and approve interface design (signoff of RD) • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system • Customer is responsible for any network configuration required for successful deployment of this interface.

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

Name	Warrant Import from Sungard Court System
Short Description of Interface or Custom Modification	New World will provide a one-way import of warrant information from the Sungard Court System to populate LERMS Wants and Warrant module.
Data Source	Sungard Court Warrant Export
Target	New World Warrant Module
Interface Direction	One Way Import
NWS Interface	Custom Interface – not previously developed
External System Interface	N/A
Detailed Description	New World will provide a one-way import of warrant data from the current court export to create warrants in the LERMS system. This includes both additions and cancellations of warrants. The existing process has been in place for some time and the current batch process is a complete dump of all warrant files every night. The import may have to check key fields to determine if a record needs to be updated or ignored. The file produced for import is a small data set currently comprising approximately 500 records. Current process is a daily batch update. Given the critical nature of warrant data, customer would like to process more frequently dependent on how frequently Court can export records.
Protocol/Transport	LAN based file import
Data Formats	Text file – may be fixed field length fixed record length from a As/400
3rd Party Requirements	Must provide file format and details on export process. Sungard must provide a technical contact if questions arise during development of this interface.
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop requirements document (RD) for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define 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

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

Name	Two Way Interface to GeoSafe Mobile
Short Description of Interface or Custom Modification	New World will provide a two way interface to GeoSafe Mobile to support dispatch/clear call, unit status changes, AVL, messaging/chat, and quick call initiation.
Data Source	New World Systems/GeoSafe
Target	GeoSafe/New World Systems
Interface Direction	Two Way
NWS Interface	Custom Interface – not previously developed
External System Interface	GeoSafe API <documentation embedded>
Detailed Description	New World will provide a two way interface with GeoSafe Mobile to support dispatch, basic unit status changes, AVL, messaging/chat, and quick call initiation. This interface will use a "message forwarder" deployed on a DMZ server that will communicate with a standard New World component installed on an internal server. The GeoSafe API is not located on premise; it is installed at a remote data center and communicates across the internet. The "message forwarder" will serve as a communication gateway to GeoSafe to limit required network and firewall configuration. For the purposes of this interface, the following definitions are provided: • Dispatch - Dispatch refers to CAD sending the call for service information to the GeoSafe mobile unit. CAD sends text information including hazards and alerts as part of this message. • Unit status changes - The basic set of configurable unit statuses used by CAD that would be available from the GeoSafe mobile client. Examples include: enroute, at scene, report writing, transport, clear unit from call, etc. This interface will not support all available CAD unit statuses; we will work with the customer to determine the appropriate list of frequently used unit statuses needed for daily operations. • AVL - The interface will also receive AVL messages from GeoSafe. These AVL messages must include a unique unit identifier and use industry standard NMEA formats. This interface assumes that the GeoSafe AVL device can control standard parameters and all configurations like pacing, interval, and minimum transmission time is set on the device or within the GeoSafe application. The interface will support plotting this information in CAD (based on CAD configuration) and will send this information to the New World mobile clients. • Messaging/Chat – This refers to the basic unit to unit or dispatcher to unit messaging capabilities. The intent is to support active chat between on New World clients and GeoSafe mobile clients. • Quick Call – Quick Calls are any officer initiated activity that is sent to

	CAD. Typically used for traffic stops, citizen assists or other activity; the interface will create the appropriate CAD event and send an acknowledgement to the GeoSafe mobile client. The interface will provide this functionality as supported by the GeoSafe API.
Protocol/Transport	Web Services (HTTPS\\Certificate)
Data Formats	See Geosafe API
3ʳᵈ Party Requirements	GeoSafe will provide a technical resource for development of the RD (requirements document), questions, and installation/testing of interface.
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop requirements document (RD) for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define 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

geosafe mobile API Reference.pdf

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

Name	Import from AFIS System
Short Description of Interface or Custom Modification	New World will import an industry standard file from the local AFIS system to create a global subject, mugshot, and subject based alert.
Data Source	AFIS system (local at Norman)
Target	Aegis Suite to create global subject with mugshot and subject alert
Interface Direction	One-Way Import
NWS Interface	Custom Interface – not previously developed
External System Interface	File Share/UNC path>>AFIS will need to create a file and export that to a shared network location for import. New World will monitor that location and import the file information.
Detailed Description	New World will import an industry standard file format to create a global subject, photo, and will create a configurable subject alert to identify this person as being an arrested subject. This import will attempt to match the incoming subject based on standard criteria and the jurisdiction control file settings. If no match exists, the interface will create the global subject. If a match exists, the interface will update the subject information (overwriting some values) and attach the new mugshot. The local AFIS system will need to export this information and may need to provide a format other than EFT. The EFT format is designed to support transmission of the fingerprint data; New World does not store or support most of the payload of this file type. This may require additional services and work from the AFIS vendor which is not part of this proposal.
Protocol/Transport	UNC\File Folder
Data Formats	TBD. The EFT format is designed specifically for electronic fingerprint submission which may require AFIS provide another format for import. The mugshot must be an industry standard image file or base64 text string.
3rd Party Requirements	AFIS vendor must provide an industry standard file format for subject and mugshot. This may require custom work from the AFIS vendor and additional cost or may not be supported by that vendor. New World will work with the AFIS vendor in good faith to minimize this effort. AFIS will also need to provide the data schema and details required to import any data.
NWS Tasks	• Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build Interface • Install, configure, and test interface
Customer Tasks	• Work with NWS to review 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 (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

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

Name	New World Systems Mobile Traffic Stop Enhancement
Short Description of Interface or Custom Modification	New World will provide an enhancement to the mobile client that allows an officer to enter a traffic stop by clicking a toolbar button that automatically gets the unit coordinates, defaults the call type, and puts the cursor in the plate field for rapid entry. This modification may be done over multiple releases as defined in the detailed description.
External System Interface	N/A
Detailed Description	New World will provide a modification to the existing mobile product that provides the users current location automatically via AVL/GPS. This enhancement will allow the user to select the Quick Call/Traffic Stop button in the mobile client and will provide the following: current location coordinates, default call type, and a field for vehicle plate entry. The cursor will be initially located in the plate field for quick entry by user. A user will have an option to update the AVL location in this form as needed. Any AVL location update will write the existing location into the narrative window. When a user clicks the "Send" button, the mobile client will send this message to CAD and create the appropriate call for service. Dispatch will be able to validate the location of these coordinates using the existing GIS functionality including "hundred block" addressing using common names. As a future product feature, New World will provide mobile client geo-validation capabilities. This will be done in conjunction New World's implementation of ESRI release 10.1 in mobile mapping. This new functionality will allow a user to validate the coordinates provided from a Quick Call operation on the mobile client before sending the message to CAD. Users will also be able to change the call location of the resulting dispatch message in the mobile client.
NWS Tasks	• Work with agency to review modification and confirm requirements • Develop functional specification for approval (Requirements Document or RD) • Build modification and conduct show and tell • Deliver and test modification
Customer Tasks	• Work with NWS to review scope and functionality of modification • Review and approve RD • Actively participate in any conference calls, discussions, or show and tells related to this modification • Provide resources to test the provided enhancement in a timely manner
Comments	This feature may be delivered across multiple releases and may require an upgrade of ESRI components by customer.

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

Name	Additional Mobile Inquiries
Short Description of Interface or Custom Modification	New World will provide functionality to support three additional subject inquiries from the mobile client to support Cleveland and Oklahoma County Warrants and Oklahoma DOC.
Data Source	Cleveland County, Oklahoma County, DOC
Target	New World Systems Mobile Client
Interface Direction	Two-Way (Query and Response)
NWS Interface	Custom Interface – not previously developed
External System Interface	Web Services and TBD
Detailed Description	New World will provide a mechanism to support queries from the mobile client to systems other than OLETS. A user will be able to run a subject inquiry and mobile/message switch will also query the Cleveland County and Oklahoma County Warrant systems. The subject inquiry will also check the state DOC site. Based on initial discussion, web services may be available for the warrant systems. Additional discussions with these agencies will be needed. The intent of this interface is to provide an industry standard inquiry method (not screen scrape) that will provide a response to an inquiry that can be displayed in the mobile client. Another option may exist. Oklahoma has a Fusion Center that may provide all this information via one inquiry. At the time of this ICD, we have not explored that option due to NDA requirements. If the state Fusion center can provide the information outlined above and New World can agree to their NDA then that our interface may be to the State Fusion Center.
Protocol/Transport	Web Services\TBD
Data Formats	XML\TBD
3rd Party Requirements	Systems being queried must support an industry standard approach that allows a remote subject inquiry and returns a response. New World is limited to standard OLETS support until these other systems can support this requirement. Remote systems must provide documentation and have a technical contact available for development of this interface.
NWS Tasks	• Work with agency to review scope and functionality of interface • Develop requirements document (RD) for approval • Build Interface • Install, configure, and test interface
Customer Tasks	• Work with NWS to review 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 (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

EXHIBIT H
ACCEPTANCE TESTING

The objective of Acceptance Testing is to verify that the Licensed Software provided by **New World** meets the agreed upon specifications as provided for in this **Agreement**.

City's project manager and the **New World** project manager shall jointly plan, coordinate and manage the testing processes. **City** agrees to conduct acceptance testing in a timely manner following notice by **New World** that a testing phase is ready to be started.

Acceptance Testing will include the following Licensed Software components:
- Licensed Standard Software
- Licensed Standard Software Interfaces
- Licensed Custom Software Interfaces
- Licensed Software Enhancement`

As scheduled in the Implementation Plan and using **New World's** Exhibit B services, four phases of Acceptance Testing may take place. Each test is intended to occur sequentially unless otherwise agreed to by both parties.
1. Functional Testing of Licensed Software
2. Interface Testing of Licensed Software
3. Software Performance Test Criteria
4. Final Acceptance by means of Reliability Test of the Licensed Software
5. Final Acceptance of Beneficial Use of the Licensed Software

Reliability and Final Acceptance Testing shall not proceed until either (a) Functional and Interface testing are complete or (b) **City** waives, in writing, the Functional and Interface testing requirement. Payment milestones associated with Functional and/or Interface Testing, if any, shall be considered due if **City** waives these tests.

Should **City** identify a defect that substantially impairs **City's** value of the Licensed Software, **City** shall immediately provide a written notice to **New World** that acceptance is declined by **City**. Such defect(s), if any, shall be resolved in accordance with **New World's** obligations as defined in Exhibit C.

1. **Functional Testing of Licensed Software**

   Prior to beginning functional testing, **New World** shall provide a test plan for review and approval by **City**. On completion of testing, **City** may approve or reject the entire Functional Test, or any elements of the Functional Test. If functional test is rejected by **City**, test may be repeated after corrections are provided by **New World**. Once started, the Functional Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Functional Test are not met.

   Functional Test Guidelines
   All items coded "Yes" (as qualified) in the **New World** detail response to **City's** RFP shall be provided to **City** through Exhibit A software capabilities, **City's** use of 3rd Party software, Licensed Custom Software provided by **New World** and/or future enhancements to Exhibit A Licensed Standard Software provided under Exhibit C. After **City's** request to **New World**, and **New World's** written proposal and cost to provide the service using Exhibit B support services hours at the then current hourly rates, Functional Testing shall be demonstrated to **City** by **New World**.

   If **City** has not licensed the software on to meet an RFP requirement, then that specification shall not apply in any acceptance test.

Exhibit H / ACCEPTANCE TESTING

2. **Interface Testing of Licensed Software**

Prior to beginning Interface Testing, **New World** shall provide a test plan for review and approval by **City**. On completion of testing, **City** may approve or reject the entire Interface Test, or any elements of the Interface Test. Once started, the Interface Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Interface Test are not met.

New World shall develop test plans and provide them to **City** for review and approval. Interface Testing shall not begin until written approval of **New World's** submitted test plan has been accepted by **City**. Following approval of the Interface Test Plan, **New World** will demonstrate to **City** that the Licensed Software, Standard Interfaces, and Custom Interfaces, have been installed, are operational and provide the intended functionality as described in the Exhibit J Interface Control Documents.

3. **Software Performance Test Criteria**

The Exhibit A Licensed Standard Software will provide satisfactory performance to satisfy the current processing requirements of **Customer** based upon certain conditions. This statement is conditioned on current master file sizes up to 200% of, current transaction volumes, and reasonable history retention requirements. It is also conditioned upon **Customer's** agreement not to add other applications, other than system administrative software such as anti-virus or back-up software, in addition to those listed on Exhibit A, and not to use any third party software products or hardware in a way that impacts software performance. This statement is further conditioned upon **Customer** balancing the computer system properly, including but not limited to, backups, file purges, tuning the system as required, and/or any other items that may impact performance.

CAD Software Satisfactory Performance; is defined as average response time of one (1) second or less in over 90% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of three (3) seconds or less in 98% or more of the input or inquiry transactions during any measured one (1) hour period.

Non-CAD Satisfactory Performance; is defined as average response time of three (3) seconds or less in over 80% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of five (5) seconds or less in 90% or more of the input or inquiry transactions during any measured one (1) hour period.

Satisfactory performance measurements exclude factors outside of **New World's** control include responses from external systems such as NCIC/NLETS/OLETS and latency of commercial wireless provides, i.e. Verizon, AT&T.

Given the above definition, should the Exhibit A software not perform satisfactorily, then **Customer** shall notify New World in writing and New World shall have ten (10) days to determine if the unsatisfactory performance is related to New World products or is related to other factors not part of the New World software (see examples above). New World shall have unrestricted access to the Computer during the ten (10) day correction period and shall be able to make any adjustments necessary to improve system performance. These adjustments may include making changes to the Licensed Software to improve system performance. New World shall document adjustments made and notify **Customer** in writing of the adjustments. If requested by **Customer**, and using Exhibit B support services, New World shall train **Customer** on how to make adjustments. After ten (10) days, if the system performance has not improved, and should the unsatisfactory performance be attributable solely to the New World Software, then New World shall provide additional computer capacities (memory, disk storage) at New World's cost to improve the performance. The additional computer capacities will be added within thirty (30) days of the thirty (30) day correction period ending.

Exhibit H / ACCEPTANCE TESTING

For purposes of this software performance section, any New World time involved in selecting equipment, interfacing software or hardware, tuning or balancing the system, resolving problems, and/or other activities performed on **Customer's** behalf to initially start up or improve hardware or software performance will be performed using Exhibit B support service guidelines and fees. As defined above, given written notice of software performance deficiencies by **Customer**, the New World time spent during the 30-day correction period to evaluate the alleged deficiencies will not be billable to **Customer** unless New World can document and demonstrate that the alleged deficiencies are not due to deficiencies of the Exhibit A software, in which case the time spent by New World during the 30-day correction period would be billed to **Customer**.

The software performance statement set forth in this Exhibit expires one year from the date any two major applications (e.g., CAD, Records, Corrections, or Mobile) have gone into "live use".

4. **Final Acceptance by means of Reliability Test of the Licensed Software**

Upon placing the Licensed Software into production live use, the Licensed Software shall undergo a sixty (60) day reliability test. The purpose of this test is to demonstrate that the **New World** Licensed Software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in this **Agreement.** If, during the first thirty (30) days of the Reliability Test, the Licensed Software experiences a Priority 1 or Priority 2 error, as defined in Exhibit C, then the sixty (60) day period will start over from day one and continue for the full sixty (60) days. For purposes of this **Agreement**, a Major Failure is defined as the inability to perform the function for which the Licensed Software was designed and commissioned. If the Licensed Software fails on or after day thirty-one (31), **City** may elect for the test will start over from day thirty-one (31) and go for the remaining thirty (30) day period or start over from day one and continue for the full sixty (60) days.

If the Licensed Software experiences a Priority 1 or Priority 2 error, as defined in Exhibit C, as a result of a deficiency in the **City's** computing environment (network outage, server failure, operator error, planned downtime, etc.), the reliability test will not be restarted but will continue from the point in time that such failure occurs and until the sixty (60) day test is completed unless a Priority 1 or Priority 2 error, as defined in Exhibit C, occurs after the Licensed Software is restarted which is not attributed to the **City's** environment. Under such conditions the terms outlined above will govern the appropriate action to be followed.

Licensed Software shall be deemed accepted upon the successful completion of the sixty (60) day Reliability Test as defined in above. Final Acceptance and corresponding payment(s), if any, for each component identified may occur independently after successful completion of the Reliability Test for each component. (i.e. CAD, RMS, Mobile) if implemented at separate times.

5. **Final Acceptance by means of Beneficial Use of the Licensed Software**

Notwithstanding anything above, the Licensed Software shall be deemed accepted ninety (90) days after **City** has had beneficial use of the Licensed Software without occurrence of a Major Failure through its use in a production environment ("live use") that supports **City** operations. Final Acceptance shall not be withheld due to minor or moderate errors.

EXHIBIT I
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CITY'S RFP SOFTWARE
SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **City's** RFP is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail Response to **City's** RFP Questionnaire will be provided to **City** through currently existing Exhibit A software capabilities, **City's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services hours at the then current hourly rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **City** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT J
ESCROW OF SOFTWARE SOURCE CODE

So long as **City** 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 **City** 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 **City** adequate assurances, reasonably acceptable to **City** 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**, **City** 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 K
HARDWARE SERVER COMPLIANCE

New World has reviewed the attached hardware and storage specifications and assisted the **City** in validating these configurations with its 3rd party equipment vendors. **New World** validates that the Chickasaw Telecom quote #12-09131048 meets/exceeds **New World's** physical host requirements for the virtual infrastructure and that ISG Technology quote #OK-MF-058299 ver. 2 meets/exceeds **New World's** physical storage requirements for the virtual infrastructure. Furthermore, it is understood that the attached server and storage specifications do not include the required Microsoft system software licenses specified in the attached virtual machine specifications and that the **City** will secure those licenses separately under their Microsoft Enterprise/Select agreement. The **City** LAN/WAN environment must also meet the **New World** provided network and bandwidth specifications as illustrated in the attached system diagram.

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 **City**. By execution of this **Agreement, City** authorizes **New World** to order the Exhibit 1 products for delivery to:

        City of Norman
        201-B West Gray Street
        Norman, OK 73069

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

City is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **City** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **City'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 **City** of the additional costs and with **City's** approval these costs shall be borne by **City**. Without such approval, the change order will not be processed.

City 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 **City's** authorized signature on said Agreements. **City** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

EXHIBIT 1

CONFIGURATION

1. **THIRD PARTY PRODUCTS AND SERVICES**

   THIRD PARTY SOFTWARE
   a. **Embedded Third Party Software** $16,000

   (includes all Third Party executable components)

   b. **GIS Software**   39,620

   CAD

- CAD Workstations using ArcGIS Engine Runtime (20 workstations)	364	ea.	7,280

   Mobile

- Mobile In-Car Mapping and Routing (165 units)	196	ea.	32,340

   Geo-File Maintenance Software (ESRI ArcEditor)

   - per workstation (**City** supplied)

   c. **Diagramming Software (Scene PD) (customer supplied)**

   d. **Coplogic Software**   22,500

   e. **Brazos e-Ticketing/Citations (Customer Supplied)**

   THIRD PARTY HARDWARE
   f. **Hardware, System Software & Services**   50,475

Servers (**City** supplied)			0
(2) Message Switches (5 year warranty)			30,300
Lantronix UDS-1100 (2 units)	150	ea.	300
Bar Coding Scanner Kit w/Signature Pad (2 units)	3,750	ea.	7,500
AVL Hardware - permanent mount (165 units)	75	ea.	12,375
Magnetic Stripe/2D Bar Code Imaging (120 units) (customer supplied)			

TOTAL THIRD PARTY PRODUCTS AND SERVICES	**$128,595**

ESRI Notes

1) **City** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).

2) **City** 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) **City** 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) **City** 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, City** 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) **City** 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) **City** 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 **City**s 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 **City's** GIS data will be contracted by **City** 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.

COPLOGIC SOFTWARE

THIS QUOTE VALID FOR 90 DAYS *Quote*

October 10, 2011

Quote No.: 11-02Norman,Ok.

Coplogic, Inc.
231 Market Place, Suite 520
San Ramon, Ca. 94583
(800)734-9293
dbergenholtz@coplogic.com
www.Coplogic.com

To: Larry Wells   Ship to (if different address):
New World Systems
On Behalf of
Norman Police Department
201 W. Gray, Bldg. C
Norman, Ok 73069

Salesperson	Your P.O. No.	Date Shipped	Shipped Via	F.O.B. Point	Terms
D. Bergenholtz			RFP		

Quantity	Description	Unit Price	Amount
1	Set-Up for DeskOfficer Online Reporting System (DORS) ☐ Implementation Assistance ☐ Setting up the interface to RMS/Report Writing Software ☐ Training	12,500.00	12,500.00
1	Annual DORS Usage, Support, and Maintenance ☐ Unlimited users, incident types, and report intake ☐ Unlimited **City** support (phone and e-mail) ☐ Every update and upgrade released for DORS ☐ Hosting on Coplogic's Secure Servers	10,000.00	10,000.00

Subtotal	0.00
Sales Tax	0.00
Shipping & Handling	0.00
Total Due	$ 22,500.00

Make all checks payable to: Coplogic, Inc.
If you have any questions concerning this Quote, e-mail or call: Deborah Bergenholtz
DBergenholtz@Coplogic.com
800-734-9293 #712
THANK YOU FOR YOUR BUSINESS!

MESSAGE SWITCH	
SYSTEM HARDWARE	**INVESTMENT**

IBM POWER 7 Model 710 Express (Primary Site) $8,575
- (2) USB 160GB Removable Disk Drives (System Backup)
- USB Internal Docking Station for Removable Disk Drives
- Quad Port 1GB HEA Daughter Card
- (2) 146GB 15K-RPM SFF SAS Disk Drives
- Primary OS - AIX
- 8GB (2X4GB) 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 3.0GHz POWER 7 Processor Module
- Language Group Specify - US English

IBM POWER 7 Model 710 Express (Backup Site) $8,575
- (2) USB 160GB Removable Disk Drives (System Backup)
- USB Internal Docking Station for Removable Disk Drives
- Quad Port 1GB HEA Daughter Card
- (2) 146GB 15K-RPM SFF SAS Disk Drives
- Primary OS - AIX
- 8GB (2X4GB) 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 3.0GHz POWER 7 Processor Module
- Language Group Specify - US English

Total System Hardware $17,150

SYSTEM SOFTWARE	INVESTMENT
IBM POWER 7 Model 710 Express (Primary Site)	
- 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 (Backup Site)	
- 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 (Primary Site)	
- 5 Year HW/SW Maintenance, 24X7X4 WSU	$5,800
IBM POWER 7 Model 710 Express (Backup Site)	
- 5 Year HW/SW Maintenance, 24X7X4 WSU	$5,800
Total IBM Services	**$11,600**
Total System Price	**$32,850**
New World City Discount	**-$2,550**
TOTAL INVESTMENT	**$30,300**

DEVICE SERVER	
DESCRIPTION	**INVESTMENT**
(2) Lantronix UDS-1100 External Device Server (UD1100001-01)	$300
- 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	
TOTAL DEVICE SERVER	**$300**

BAR CODE HARDWARE	
COMPONENTS	**INVESTMENT**
(1) Motorola MC55A0-P30SWQQA7WR Handheld Mobile Computer	**$1,450**
- 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	
(1) Motorola LS2208-SR20007R-UR USB Handheld Scanner, Black	**175**
- Corded Mid-range 1D Scanner	
- Includes Hands-free Intellistand, USB Cable & Installation CD	
(1) Zebra GX420T GX42-102410-000 Thermal Bar Code Printer	**575**
- 4" Print Width	
- Thermal Transfer/Direct Thermal	
- 203 dpi Print Resolution	
- 8MB SDRAM, RMB Flash Memory	
- Serial RS-232, 10/100 Ethernet, USB	
(1) Topaz SignatureGem Z-T-LBK755-BHSB-R Signature Pad	**500**
- USB Interface	
- 4.4" X 2.5" Backlit LCD Signature Area	
Total Bar Code Hardware	**$2,700**

ACCESSORIES	**INVESTMENT**
(1) Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55	**$170**
(1) Motorola 25-68596-01R USB Client Communication Cable	**20**
(1) Motorola AP-5131-40023-WWR Wireless Access Point Kit	**620**
- 802.11A/B/G, Includes Dual Band Dipole Antennas, POE Power Supply	
(1) Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery	**60**
(8) Theramark TTL4010P5 4" X 1" Therm. Trans. Label Roll (2,260/Roll)	**85**
(12) Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon	**75**
(1) 243-006 6'USB Cable (Printer Connectivity)	**10**
(1) Motorola 23844-00-00R US AC Line Cord, 1.8M, NEMA 5-15P	**10**
Total Accessories	**$1,050**

TOTAL BAR CODE HARDWARE KIT ($3,750 each – Qty 2)   <u>**$7,500**</u>

GPS RECEIVER	
DESCRIPTION	**INVESTMENT**
GPS Receiver (Permanent Mount)	
(165) USGlobalSat MR-350 External Mount GPS Receiver (P/N: USG-MR350)	12,375
- Permanent Bulkhead Mount GPS	
- 20 Channel Receiver	
- WAAS/EGNOS Enabled	
- Extended 15' Cable with USB Cable Set Adapter	
- Default NMEA GPS Protocol	
- Durable Polycarbonate Enclosure	
(120) USB Cable Set for MR-350 (P/N: BR305-USB)	Included
TOTAL GPS RECEIVER	**$12,375**