New World Systems®
The Public Sector Software Company

April 26, 2011

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mr. William J. Mueller
Village President
Village of Lombard
255 E. Wilson
Lombard IL 60148

Dear Mr. Mueller:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits AA, A, B, C, D, E, F, G and Appendix 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.
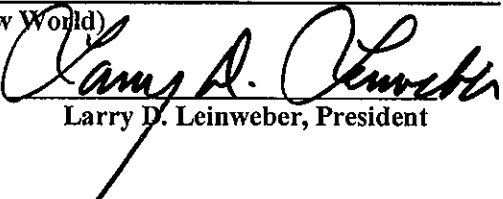
Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The Standard Software License and Services Agreement (Logos Agreement), dated April 26, 2011, is incorporated and will apply to the extent applicable.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.
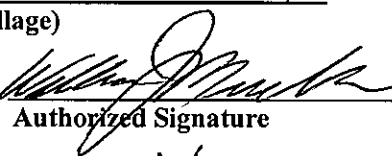
ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION	VILLAGE OF LOMBARD, IL
(New World)	(Village)
By: _[signature]_	By: _[signature]_ VILLAGE PRESIDENT
Larry D. Leinweber, President	Authorized Signature Title
	By: _N/A_
	Authorized Signature Title
Date: _05-02-11_	Date: _5/5/11_

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

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

PRICING ASSUMES CONTRACT EXECUTION BY MAY 17, 2011.

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		$363,700
1. Licensed Standard Software	$515,000	
2. Less Demonstration Site Discount	(151,300)	
B. IMPLEMENTATION SERVICES		177,000
1. PROJECT MANAGEMENT as further described in Exhibit B		
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B		
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B		
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B		
5. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G		
C. THIRD PARTY PRODUCTS AND SERVICES		59,250
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1		

ONE TIME PROJECT COST: **$599,950**

D. OPTIONAL PERFORMANCE BOND   6,900
In those situations where **Village** requests **New World** to provide a Performance Bond, **New World** will provide a Performance Bond for the one-time project cost listed on Exhibit AA at **Village's** expense. The cost of the bond will be billed to **Village** and **Village** agrees to pay promptly for the Performance Bond when invoiced.

E. TRAVEL EXPENSES (Estimate) – billed as incurred $18,000

F. STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.

PRICING ASSUMES CONTRACT EXECUTION BY MAY 17, 2011.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

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

	DESCRIPTION OF PAYMENT		PAYMENT
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$363,700
	1. Amount invoiced upon Effective Date (50%)	$181,850	
	2. Amount invoiced upon delivery of Licensed Standard Software (50%)	181,850	
B.	IMPLEMENTATION SERVICES		177,000
	1. Amount invoiced upon the Effective Date	$39,825	
	2. Amount invoiced 90 days after the Effective Date	39,825	
	3. Amount invoiced 180 days after the Effective Date	39,825	
	4. Amount invoiced 270 days after the Effective Date	39,825	
	5. Amount invoiced upon project completion or 365 days after the Effective Date, whichever comes first	17,700	
C.	THIRD PARTY PRODUCTS AND SERVICES		59,250
	1. Amount invoiced upon the Effective Date (50%)	$29,625	
	2. Amount invoiced upon Delivery of Third Party Products and Services (50%)	29,625	

ONE TIME PAYMENTS: **$599,950**

D.	OPTIONAL PERFORMANCE BOND		$6,900
	1. Performance Bond – invoiced upon Request from **Village**	$6,900	
E.	TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)		$18,000*
	1. 15 trips are anticipated.		
	2. Travel Time for the estimated 15 trips is not included in this estimate and will be billed as incurred.		

*Estimate

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

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

**ALL PAYMENTS ARE DUE IN ACCORDANCE WITH
THE ILLINOIS GOVERNMENTAL PROMPT PAYMENT ACT.**

Billings are applied ratably to each deliverable included under the total one-time cost.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

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

Application Package   Cost

LAW ENFORCEMENT RECORDS

1. **Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records**
    - 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

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

    - State Accidents[6]

3. **Additional Aegis/MSP Software for Law Enforcement Records**
    - Bookings

    - Case Management

    - Data Analysis/Crime Mapping/Management Reporting[7]

    - Field Investigations

    - Gang Tracking

4. **Aegis/MSP Third Party LE Records Interface Software** [8]
    - Livescan Interface
    Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent

    - Ticket Writer Interface
    Supports APS

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

    - Aegis/MSP State/NCIC Interface[9]
    Includes 12 - 15 screens

    On-Line Modules - Includes 4 state inquiry screens[9]

    - On-Line Global Subjects Interface to State/NCIC

5.   **Aegis/MSP Imaging Software**

    - Public Safety Lineups/Mug Shots [10]

    - Digital Imaging/Electronic Signature Capture

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000 [11]

6.   **Base Message Switch to State/NCIC (51-100 units)**
    - Base Message Switch for MDT/MCT
    - State/NCIC Interface

7.   **Additional Aegis® Software for RS/6000 Message Switch**

    - Non-New World CAD Interface (51-100 units) [12]
    - Mobile Upload Software (51-100 units)

MOBILE SOFTWARE ON THE MSP Server

8.   **Aegis® Mobile Integration Software**

    - MDT/MCT Base CAD/RMS Interface (51-100 units)

MOBILE MANAGEMENT SERVER

9.   **Aegis/MSP Mobile Management Server Software (51-100 units)**

    - Base CAD/NCIC/Messaging

    - Field Reporting

    - Field Reporting Data Merge

CLIENT SOFTWARE

10. **Aegis® Law Enforcement Mobile Unit Software (40 Units)**

    Mobile Messaging

    LE State/NCIC via Switch [9]

    LE CAD via Switch

    In-Car Mapping

Field-Based Reporting (40 Units)

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

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

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

Mobile Upload of Field Reports

MCT Ticket Writer Interface

11. **In-Station -Based Reporting (60 Units)**

LE Field Reporting (Federal Standards)

The following **4 New World** Reports are included:

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

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

Mobile Upload of Field Reports

MCT Ticket Writer Interface

12. **Workstation License**

NEW WORLD STANDARD SOFTWARE LICENSE FEE	$515,000
LESS PRIOR SOFTWARE PURCHASE DISCOUNT	(151,300)
TOTAL SOFTWARE LICENSE FEE [13]	**$363,700**

Note: Other than for Mobile Software, a Workstation License for up to 100 Law Enforcement Records users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
- Lombard Police Department, IL
- Village of Lombard, IL

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

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

[2]   *New World Systems' 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' 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]   *Federal UCR/IBR includes edits, reports and electronic submission.*

[6]   *State Accidents includes logic, reports and electronic submission.*

[7]   *Application requires a separate Server.*

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

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

[10]   *Camera must meet product specifications and be procured through New World.*

[11]   *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11 and Electrocom Mobile Communication solutions only.*

[12]   *New World provides standard APIs. Village's CAD Vendors will be required to sign a New World Non-Disclosure Agreement.*

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

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EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

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1.   Project Management Services

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

  a)   a summary level Implementation Plan including Acceptance Testing plans as described in Exhibit K of the Logos **Agreement**; and

  b)   a detail level Implementation Plan including Acceptance Testing plans as described in Exhibit K of the Logos **Agreement**; and

  c)   revised Implementation Plans (if required) including Acceptance Testing plans as described in Exhibit K of the Logos **Agreement**; and

  d)   monthly project status reports; and

  e)   project status meetings
    - a project review (kickoff) meeting at **Village's** location within sixty (60) days from Effective Date unless mutually agreed upon by the Parties; and
    - progress status meeting(s) will occur during implementation via telephone conference or at **Village's** location; and
    - a project close-out meeting at **Village's** location to conclude the project; and

    - Coordination and scheduling of all **New World** staff resources to meet the objectives of the agreed upon Implementation Plan; and
    - Assist the **Village** in the determining the necessity of any optional Licensed Standard Software in Exhibit A and with the determination of modifications in Exhibit G.

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

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

2.   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 **430** hours of **New World** implementation and training support services have been allocated for this project. Excess hours 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 and will not be exceeded unless mutually agreed upon by the Parties. **Village** agrees to reimburse **New World** for support trips canceled by **Village** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

  a)   implementation of each package of Licensed Standard Software;

  b)   **Village** training and/or assistance in testing for each package of Licensed Standard Software; and

  c)   tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.

The project management, implementation and training support services provided by **New World** may be performed at **Village'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 Village's responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, Village will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

      a)   Operating System Assurance
      b)   Message Switch Installation Support
      c)   Ticket Writer Interface
      d)   State/NCIC
      e)   On-Line Global Subjects Interface to State/NCIC
      f)   Livescan Interface
      g)   New World Mug Shots/Imaging
      h)   Geo-File Implementation

New World's GIS implementation services are to assist the Village in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the Village 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). Village is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary New World will assist Village 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 Village's Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be Village'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, Village will be responsible for the actual travel expenses and time.

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

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

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 **Village'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, **Village** will be responsible for the actual travel expenses and time.

   a) Message Switch Operating System Assurance Services:

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

6.   Additional Services Available

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

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

Village may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Village** 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 **Village** sets forth the standard software maintenance support services provided by **New World**.

1.   SSMA Period

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

2.   Services Included

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

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

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

   c)   revisions to Licensed Documentation;

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

   e)   invitation to and participation in user group meetings.

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

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

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

3.   Maintenance for Modified Licensed Standard Software and Custom Software

Village 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 **Village'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

Software maintenance support for Additional Licensed Standard Software shall be provided by **New World**, at no cost, during the first ninety (90) days after delivery. 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 **Village** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Village** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement, Village** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Village** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the warranties described in Section 4.0 of the **Agreement. New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

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

   a)   situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
   b)   situations where **Village**'s use or operations error causes incorrect information or reports to be generated; and
   c)   requests that go beyond the scope of the specifications set forth in Section 4.0 of the **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.

Annual Maintenance Cost

Year 1	No charge
Year 2	$95,000
Year 3	95,000
Year 4	95,000
Year 5	95,000

Subsequent Annual Maintenance Cost shall not exceed 5% 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: **Village of Lombard**   Located At: **235-255 E. Wilson**
               Village Name   **Lombard, IL 60148**

Authorized Signature of Village:

_____	_____	_____
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 **Village** identified above as permitted in the **Village'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 two times the then-current License Fees for the License Software provided to **Village** under the *Standard Software License and Service Agreement* between **Village** 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 **Village** a significant discount in exchange for the privilege of using **Village's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Village** agrees to act as a demonstration site for prospective **New World** customers. **Village** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Village** is not necessarily endorsing the **New World** software and **Village** 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 **Village** personnel and will be scheduled to minimize the interruption to **Village's** operations. **New World** will provide **Village** reasonable notice for preparation and will not exceed 36 calls/site visits per year unless mutually agreed to by the Parties.

EXHIBIT F
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EXHIBIT G
VILLAGE REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1.   **Definition of Project**

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

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

Capabilities included in the initial scope:

    a)   Custom Software/Interfaces
            With **New World** providing consultation, **Village** is responsible for obtaining technical
            contacts and/or technical specifications from the third parties involved.
        (1)   New World Message Switch to Printrak CAD:
            New World will provide a two-way interface for Printrak CAD and the **New World**
            message switch. This interface will provide mobile logon to CAD, CAR to CAD
            messaging, and unit status changes. This interface will also support inquiries for active and
            pending calls, unit and incident history and CAD dispatch messages.

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

c) **Village's Responsibility**

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

Name	New World Systems Message switch to Printrak CAD
Short Description of Interface or Custom Modification	New World will provide a two-way interface for Printrak CAD and the New World message switch. This interface will provide basic CAD to mobile functionality.
Data Source Target	Printrak CAD New World Systems Mobile via Message Switch
Interface Direction	Two Way Interface
NWS Interface	N/A
External System Interface	Printrak CAD
Detailed Description	This interface will provide the following functionality based on the interface to a PRINTRAK CAD system: Logon to CAD, CAR to CAR messaging, CAR to CAD messaging, Enroute Status, At Scene (Arrive) Status, Change Status (various statuses), active incident inquiry, incident summary inquiry (active and pending calls), incident history inquiry, unit status inquiry, unit history inquiry, CAD dispatch message, field reports populating from dispatch, add narrative to call, close call with disposition.
Protocol/Transport	Message Switch
Data Formats	Text based
3rd Party Requirements	CAD must be Printrak CAD
NWS Tasks	• Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	• Work with NWS to define scope and functionality of interface • Provide a technical contact for Printrak – ideally one who can reference Apex NC and the work done at that site • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system

New World Systems®
The Public Sector Software Company

<u>**APPENDIX 1**</u>
<u>**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT**</u>
<u>**OF THIRD PARTY PRODUCTS AND SERVICES**</u>

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

> Village of Lombard
> Attn: Larry McGhinnis
> 255 E. Wilson
> Lombard IL 60148

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

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

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

New World warrants that the Third Party products described in this Appendix shall be compatible with the Licensed Software provided under this **Agreement**.

EXHIBIT 1
CONFIGURATION

THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY SOFTWARE

a. Embedded Third Party Software

(includes all Third Party executable components)

b. GIS Software

Mobile

- Mobile In-Car Mapping (55 units)

Geo-File Maintenance Software (ESRI ArcEditor)

- per workstation

c. Diagramming Software (Scene PD)

100 units @ $229 each

THIRD PARTY HARDWARE

d. Hardware, System Software & Services

Message Switch (5 year HW/SW Maintenance, 24X7X4 WSU)

TOTAL THIRD PARTY PRODUCTS AND SERVICES	$59,250

MESSAGE SWITCH

SYSTEM HARDWARE

IBM POWER 7 Model 710 Express (Message Switch) 8231-E2B
- (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

SYSTEM SOFTWARE

IBM POWER 7 Model 710 Express (Message Switch) 8231-E2B
- IBM AIX Standard Edition Ver. 7.1
- Per Processor Activation - 4 Core
- DVD Process Charge

IBM SERVICES

IBM POWER 7 Model 710 Express (Message Switch) 8231-E2B
- 5 Year HW/SW Maintenance, 24X7X4 WSU

ESRI Notes
1) **Village** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
2) **Village** 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) **Village** 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) **Village** 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**, **Village** 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) **Village** 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) **Village** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Village's** GIS data will be contracted by **Village** 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.