

**Meeting Date:** 11/3/2015

**Report Type:** Consent

**Report ID:** 2015-00962

**Title: Voting Authority for the Sacramento Regional Fire/EMS Communications Center CAD Project**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or City Manager's designee, to vote, as a member of the Board of the Sacramento Regional Fire/EMS Communication Center (SRFECC) to execute the contract for purchase of a Computer Aided Dispatch System (CAD) and associated hardware, which will require a one-time payment of \$271,656 from the City.

**Contact:** Christopher Costamagna, Deputy Chief, (916) 808-1604, Fire Department

**Presenter:** Walt White, Fire Chief, (916)808-1601, Fire Department

**Department:** Fire

**Division:** Fire Communications Admin

**Dept ID:** 12001321

**Attachments:**

1-Description/Analysis

2-CAD System Negotiation of Contract with New World Agreement

3-CAD System Negotiation of Contract with New World Agreement- Exhibits Only

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**City Attorney Review**

Approved as to Form  
Sari Myers Dierking  
10/26/2015 3:27:28 PM

**Approvals/Acknowledgements**

Department Director or Designee: Walt W. White - 10/19/2015 11:51:23 AM

## Description/Analysis

**Issue Detail:** The City of Sacramento is a member agency of the Sacramento Regional Fire/EMS Communications Center (SRFECC). The Computer Aided Dispatch System (CAD) currently in use by SRFECC to dispatch emergency responders to calls for service is functionally obsolete. As a result, on March 28, 2014 a Request for Proposal (RFP), RFP #14-01 Computer Aided Dispatch System and Mobile Data Computer System, was utilized to solicit a vendor that would provide a product to meet criteria established by SRFECC and participating member agencies. A successful vendor was identified and selected to provide a new CAD system to SRFECC. Member agencies need to vote in order to execute a contract with the vendor to purchase this product.

The total cost of the project is \$3,331,985. SRFECC has available funding of \$2.7 million. The portion of the proposed contract not covered by existing SRFECC funds is \$631,985. As a member agency, the City of Sacramento cost share portion of the non-funded amount of the proposed contract is \$271,565. This one-time cost of the new CAD system is in addition to the City of Sacramento's annual fiscal year 2015-16 payment of \$3,438,946 for dispatch service at SRFECC.

**Policy Considerations:** Approval of the recommendation is necessary to provide the City of Sacramento SRFECC representative the authority to vote to execute the contract to complete the purchase of the necessary updated CAD system that will be used in the dispatching our emergency responders when answering calls for service.

**Economic Impacts:** None

**Environmental Considerations:** This report is in regards to administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) under Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** Not Applicable

**Commission/Committee Action:** Not Applicable

**Rationale for Recommendation:** In order to execute the contract with the successful RFP vendor and move forward with the purchase of the new CAD system, the City of Sacramento along with the additional SRFECC member agencies will need to put forth a vote to award the contract and complete the project.

**Financial Considerations:** The City's one-time cost share of the purchase of the new CAD system will be required to be paid within 12 months of the execution of the contract for the provision of the new CAD system. The amount of \$271,565 will be included in the FY2016/17 Fire Department budget.

**Local Business Enterprise (LBE):** Not Applicable

**SOFTWARE LICENSE  
AND  
SERVICES AGREEMENT**

**between**

**NEW WORLD SYSTEMS CORPORATION**

**and the**

**SACRAMENTO REGIONAL PUBLIC SAFETY  
COMMUNICATIONS CENTER**

**November \_\_, 2015**

## RECITATION

This *Software License and Services Agreement* which includes the attached Exhibits (“this **Agreement**”) is between **New World Systems<sup>®</sup> Corporation** (“**New World**”), a Michigan Corporation and **Sacramento Regional Public Safety Communications Center** (“**Customer**”). This **Agreement** sets forth the terms and conditions pursuant to which **New World** will design, deliver, install and integrate the System. The System also includes: (1) furnishing the Licensed Products; and (2) providing certain services described herein to **Customer**.

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## **DEFINITIONS**

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

**1. “Acceptance of the System”:**

Shall occur when all of the conditions set forth in Exhibit J, have been satisfied.

**2. “Authorized Copies”:**

Except as provided in subparagraph 2.3 of the General Terms and Conditions, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:

- (a) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
- (b) any additional copies made by **Customer** as authorized in subparagraph 2.2 of the General Terms and Conditions.

**3. “An Authorized User/Workstation”:**

Subject to the number of users specified in Exhibit B-1, any PC workstation that is connected to access the Licensed Software resident on the Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.

**4. “CAD Workstations”:**

A workstation that operates Computer Aided Dispatch Licensed Standard Software.

**5. “Change Order”:**

Any change to the configuration of the System, whether Hardware System Components and/or Software System Components, which shall be effected in accordance with Exhibit H and listed from time to time on Exhibit I.

**6. “Computer”:**

The .NET Server(s) to be located at:

*Sacramento Regional Public Safety Communications Center (SRPSCC)  
10230 Systems Parkway  
Sacramento, CA 95827*

7. ***“Confidential Information”:***

Information disclosed or obtained by one Party in connection with, and during the term of, this **Agreement** and designated as “Confidential” by the Party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other Party without obligation of confidence or without breach of this **Agreement**, or which is publicly disclosed either prior or subsequent to the other Party’s receipt of such information, or is rightfully received by the other Party from a third party without obligation of confidence.

8. ***“Customer Liaison”:***

A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**.

9. ***“Daily Rate”:***

The Daily Rate covers all hours worked by a **New World** employee for services outside the scope of this **Agreement**. Hours worked does not include Travel Time.

10. ***“Delivery of Licensed Standard Software”:***

See Section 4 (**New World’s** Obligations to **Customer** Under This Agreement), Paragraph 4.6.

11. ***“Development Software”:***

Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available pursuant to the terms of the SSMA, Exhibit E.

12. ***“Hardware System Components”:***

System-related Hardware Components that have been specified by **New World** as part of the System. See Exhibit B-2.

13. ***“Licensed Custom Software”:***

Any software (programs or portions of programs) developed by **New World** specifically for **Customer’s** sole use.

14. ***“Licensed Documentation”:***

**New World** User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).

15. ***“Licensed Products”:***

The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.

16. ***“Licensed Software”:***

The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.

17. ***“Licensed Standard Software”:***

The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit B-1, including Third Party Vendor software embedded therein.

18. ***“Peripheral Hardware”:***

The System-related Hardware Components set forth in Exhibit B-2.

19. ***“Servers”:***

The System-related Hardware Components set forth in Exhibit B-2.

20. ***“Installation of Licensed Standard Software”:***

Installation of the Licensed Standard Software shall be deemed to occur when all Licensed Standard Software has been loaded into a **Customer** server or computer.

21. ***“Software System Components”:***

System-related software, consisting of **New World** Licensed Software, including any software from a Third Party Vendor that is embedded therein.

22. ***“SSMA”:***

The Standard Software Maintenance Agreement that is set forth in Exhibit E.

23. ***“System”:***

All Hardware System Components and all Software System Components.

24. ***“Third Party Vendor”:***

Any vendor, other than **New World**, who is providing either Hardware System Components or Software System Components to **Customer** pursuant to this **Agreement**.

**25. “Travel Expenses” and “Travel Time”:**

- a. Travel Expenses include all actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
- b. All charges for Travel Expenses shall conform to the Travel Policy that is Exhibit M.

**26. “Upgrades”:**

Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit B-1 of this **Agreement** and released after the execution of this **Agreement** pursuant to the SSMA Agreement in Exhibit E.

**GENERAL TERMS AND CONDITIONS**

**1. *TIMELINES***

- 1.1 This Agreement is effective on the date it is executed by both **New World** and **Customer** and approved by the Governing Board of **Customer** (“Effective Date”) and shall terminate upon the completion of **New World’s** obligations under this **Agreement**.
- 1.2 Both **Customer** and **New World** shall strictly adhere to the timeline set forth in Exhibit D for the installation and integration of the System and shall strictly adhere to the timeline set forth for each milestone component (e.g. Installation) in Exhibit D, System Implementation Plan/GANTT Chart for that particular milestone component.
- 1.3 Time is of the essence in the performance of each Party’s obligations under this **Agreement**.

**2. *SINGLE USE LICENSE***

- 2.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only in accordance with the terms of this **Agreement**. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer’s** own use and only in accordance with the terms of this **Agreement**. **New World** will deliver to **Customer** one (1) copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one (1) copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

- 2.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer**, or anyone obtaining access through **Customer**, shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
- (a) Program libraries, either source or object code;
  - (b) Operating control language;
  - (c) Test data, sample files, or file layouts;
  - (d) Program listings; and
  - (e) Licensed Documentation.
- 2.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

### 3. *OWNERSHIP*

- 3.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products, except via the Software Escrow Agreement, as a result of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 3.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license.
- a. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements.
  - b. **Customer** shall receive the benefit of all such use by **New World** pursuant to the SSMA.
- 3.3 All reports, drawings, and other data prepared in connection with the System pursuant to this **Agreement** shall be the property of **Customer**. **New World** shall retain all records and documents related to the System for at least three (3) years after final payment by **Customer**, and shall make all records related to the System available for inspection and audit by authorized representatives of **Customer** at all

reasonable times. **New World** will give **Customer** written notice and opportunity to obtain records related to the System prior to destruction of any such materials.

#### 4. ***NEW WORLD'S OBLIGATIONS TO CUSTOMER UNDER THIS AGREEMENT***

- 4.1 **New World** will perform all of its obligations and provide all services and products to **Customer** as set forth in accordance with the timeline for the Project (see Exhibit D) and the provisions of this Agreement.
- 4.2 **Damage To Customer's Facilities, Building, or Grounds.** **New World** shall repair, or cause to be repaired, at its own cost any and all damage to **Customer's** facilities, buildings, or grounds caused by **New World** or its employees, subcontractors or agents. Such repairs shall be made immediately after becoming aware of the damage.
- 4.3 **New World** shall not remove any **Customer** fixture, or any **Customer** property (real or personal) from **Customer's** premises, nor temporarily nor permanently affix any equipment to **Customer's** premises not specifically required by this **Agreement** without the express written consent of **Customer**.
- 4.4 **New World** shall keep **Customer's** premises reasonably clean of accumulations of rubbish or scrap resulting from the work on the System. Upon Acceptance of the System, **New World** shall leave **Customer's** premises reasonably free from rubbish or scrap material resulting from **New World's** performance under the **Agreement**.
- 4.5 **Legal Requirements.** **New World** will comply with all applicable laws and regulations in the delivery, installation and support of the System under the terms and conditions of this **Agreement**. This **Agreement** is subject to all applicable federal, state, and local laws, ordinances, rules and regulations. Lack of knowledge by **New World** of any such law, ordinance, rule, or regulation shall not constitute a cognizable defense against the legal effect thereof.
- 4.6 Licensed Standard Software will be delivered in either a machine readable form to **Customer** via an agreed-upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date. The form of delivery shall be as specified by **Customer**.

#### 5. ***CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE***

- 5.1 **New World** shall provide software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit E for the SSMA start date and term, the services available, and the applicable fees and procedures.

## 6. WARRANTIES

- 6.1 **New World** warrants, for **Customer's** benefit only, that the Licensed Products will perform as specified in the user manuals based on the then-current release of the Licensed Software.
- 6.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual property rights to license to **Customer** the Licensed Standard Software, including any Third Party embedded software, provided pursuant to this **Agreement**.
- 6.3 **New World** warrants, for **Customer's** benefit only, that the items coded "Fully Compliant" in **New World's** Response to **Customer's** RFP will be met as described in Exhibit N.
- 6.4 **New World** warrants that the Licensed Products furnished pursuant to this **Agreement** shall be delivered to **Customer** free of any rightful claim of any third party for infringement of any United States patent or copyright. **Customer** shall notify **New World** promptly of the receipt of any claim that the equipment or software infringes a United States patent or copyright. **New World**, at its own and sole expense, shall defend, indemnify, and hold harmless **Customer**, and **Customer's** Board members, Member Agencies (including Contract Agencies), employees, volunteers, interns, user fire agencies, and agents from, and may settle, any claim, suit, proceeding, or litigation in federal or state court, including any related judgment, judgment costs, damages, attorney's fees or other costs, brought or alleged against **Customer**, or **Customer's** Board members, Member Agencies (including Contract Agencies), employees, volunteers, interns, user fire agencies, or agents, related to any equipment or software provided to **Customer** pursuant to this **Agreement**. **Customer** will provide **New World** information, assistance, and exclusive authority to settle and defend on behalf of **Customer**, at **New World's** sole expense. **Customer** reserves the right to be actively involved in any litigation arising under this Section.

If, in any such suit arising from such claim, the continued use of the equipment and software by **Customer** is enjoined by any court of competent jurisdiction, **New World** shall, at its own and sole expense, either: (a) procure for **Customer** the right to continue using the equipment and software; (b) modify the equipment and software so that it becomes non-infringing; (c) or replace the equipment and software or portions thereof so that it becomes non-infringing. The option chosen by **New World** shall be one that allows **Customer** to resume affected operations at the earliest time from the enjoinder.

- 6.5 The warranties set forth in 6.1, 6.2 and 6.3 do not apply if the Licensed Product(s) have been modified by any party other than (a) **New World**, or (b) any Third Party Vendor with products or services incorporated into the System.

6.6 **EXCEPT AS WARRANTIED IN 6.1, 6.2, 6.3 AND 6.4 NEW WORLD EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.**

7. *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

7.1 **Customer** and **New World** agree that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment which has been specified by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are available and installed timely to facilitate the successful installation of the Licensed Software as set forth in Exhibit D (System Implementation Plan/Gantt Chart). **Customer** shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation, and there shall be no additional fees charged to **Customer** by **New World** as a result thereof, including, but not limited to any additional Software Site License or Transfer License Fees, with the exception of any services requested by **Customer** to effectuate such relocation in accordance with the System Change Order process set forth in Exhibit H.

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

7.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison. Should **Customer** change the designated liaison, **New World** shall be notified in writing. If **Customer** chooses to replace the Customer Liaison, **Customer** will assign a new Customer Liaison in a manner that minimizes disruption to installation of the System. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (a) provide timely answers to **New World's** requests for information;
- (b) coordinate a mutually agreeable implementation and training schedule;

- (c) have authority to sign for **Customer**, other than System Change Orders (see Exhibit H), regarding any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
  - (d) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 7.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which include accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 7.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.
- 7.6 After **Customer** has signed off on Final System Acceptance (Exhibit J) and for so long as an SSMA is in place, **Customer** will:
- (a) act as a demonstration site for prospective **New World** customers; and
  - (b) serve as a reference or remote demonstration site via the telephone for prospective **New World** customers.

Notwithstanding the preceding commitments, **Customer** shall not be deemed to endorse **New World** products nor is **Customer** required to participate in any type of marketing or advertising campaign either for or on behalf of **New World**. **New World** may not use **Customer's** name or images or any of its agencies without express permission of **Customer**.

Requests for demonstrations shall be: (a) reasonable in number; and (b) coordinated with the Customer Liaison in advance; and (c) scheduled to minimize any interruption or undue interference with the conduct of **Customer's** standard business operations.

## 8. *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

- 8.1 Exhibit A sets forth the manner in which payments shall be made to **New World** under this **Agreement**. Past due amounts are subject to a service charge of .5% per month, which charge **Customer** agrees to pay.
- (a) Any Change Order desired by Customer for services other than those expressly provided in this **Agreement**, shall be processed in accordance with Exhibit H (System Change Order Process).
- 8.2 If **Customer** wishes to add additional Authorized User Workstations or additional Licensed Standard Software, **Customer** shall notify **New World**.

- (a) **Customer** agrees to pay the additional license fees at the then current software prices in effect.
- (b) SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard Software is added; or as specified in the future contract.
- (c) With said payments, the license provided in Paragraph 2. permits **Customer's** use of the Licensed Software for the specified workstations.
- (d) **Customer** shall pay, if applicable, an additional Authorized User Workstation Fee.

8.3 A tax exemption is claimed by **Customer**. **New World** acknowledges receipt of **Customer's** Tax Exemption Certificate.

## 9. *NON-RECRUITMENT OF PERSONNEL*

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

## 10. *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 10.1 (a) Subject to the requirements of the Freedom of Information Act (FOIA), the California Public Records Act, and/or other comparable applicable state law, each Party shall hold all Confidential Information in trust and confidence for the Party claiming confidentiality and not use such Confidential Information absent express written consent by the Party claiming confidentiality. The other Party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization.
- (b) **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
- (c) If **Customer** or any of Customer's member agencies receives a request for disclosure of any Confidential Information, pursuant to the California Public Records Act, **Customer** or Customer's member agency shall give notice to **New World** of the request. **New World** shall then have five (5) days from the date it receives such notice to enter into an agreement with **Customer** or Customer's member agency, satisfactory to **Customer's** counsel or counsel for Customer's member agency, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by **Customer** or any of Customer's member agencies

in any legal action to compel the disclosure of such information under the California Public Records Act. **New World** shall have sole responsibility for defense of the actual “Confidential Information” designation of such information.

(d) In the absence of an agreement pursuant to (c) above, **Customer** or any of Customer’s member agencies will comply with the PRA request and **New World** will have no recourse against **Customer** or any of Customer’s member agencies.10.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World**’s proprietary rights in the Licensed Products, including without limitation the following measures:

- (a) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer**’s internal processing needs.
- (b) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Confidentiality Agreement for Third Parties (see Exhibit F). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer**’s request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
- (c) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the Confidentiality Agreement for Third Parties (see Exhibit F) or any other reasonable restrictions **New World** may specify in writing in order to permit access;
- (d) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (e) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

10.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 10 on Confidentiality and Non-Disclosure.

- 10.4 Notwithstanding any other provision of this Agreement, Confidential Information, received from **New World**, whether received in connection with **New World's** proposal to **Customer** or in connection with this **Agreement**, will be disclosed upon receipt of a request for disclosure, pursuant to FOIA, the California Public Records Act, and/or other comparable applicable state law. If **Customer**, or any **Customer's** Member Agency or user fire agency, receives a request for disclosure of any Confidential Information pursuant to any such law, **Customer**, or **Customer's** Member Agency or user fire agency, shall give notice of the request to **New World**. **New World** shall have five (5) days from the date it receives notice of the request to provide written notice of its objection to the disclosure of any Confidential Information. **New World** shall specify the Confidential Information to which it objects in its written objection. **New World** shall defend, indemnify, and hold harmless (including reimbursement for all costs and attorney's fees) **Customer**, and **Customer's** Member Agencies, user fire agencies, and their respective Board members, employees, volunteers, and agents, from and against any legal action to compel the disclosure of Confidential Information to which **New World** objected. **New World** shall have sole responsibility for defense of the actual "Confidential Information" designation of such information.
- 10.5. **New World** understands and agrees that any failure by **New World** to respond to the notice provided by **Customer**, or any **Customer's** Member Agency or user fire agency, in accordance with the provisions of Paragraph 10.4, above, shall constitute a complete waiver by **New World** of any rights regarding any Confidential Information, and such information shall be disclosed by **Customer**, or **Customer's** Member Agency or user fire agency, pursuant to applicable procedures required by the FOIA, the California Public Records Act, or any other comparable applicable state law.

## 11. *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

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

- 11.1 If **Customer** advises **New World** that any Licensed Software provided under this **Agreement** is not performing in accordance with the warranties set forth in this **Agreement**, **New World** will correct the defect so that it conforms to the warranties in Section 6. of this **Agreement**. If **New World** is unable or unwilling to correct the non-conformity within thirty (30) calendar days, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 11.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 11.2 below.
- 11.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed Two Million Seven Hundred Fifty-Five Thousand Nine Hundred Eighty-Five Dollars (\$2,755,985). This limitation of

liability set forth in this subparagraph 11.2 only applies to claims brought against **New World by Customer**.

11.3 Under no circumstances, will either party be liable for special, incidental, consequential, or punitive damages, including lost profits, even if such party has been advised of the possibility of such damages.

12. *INTEGRATION WITH U.S. COPYRIGHT ACT*

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

13. *INDEPENDENT CONTRACTOR*

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

13.2 Each Party shall be responsible for Workers' Compensation coverage for its own personnel.

13.3 Any **New World** staff assigned to the Project, upon request of **Customer**, will be removed by **New World** and replaced with another qualified **New World** employee.

14. *REQUIREMENTS FOR INSURANCE AND BONDS*

**New World** shall not commence work under this **Agreement** until it has obtained the insurance required under Exhibit K and posted the Performance Bond pursuant to Exhibit L-1 and Exhibit L-2.

15. *DISPUTE RESOLUTION*

Prior to initiating a court action, the parties agree that they will attempt to resolve any dispute or controversy that arises from an alleged breach of this **Agreement** through the use of the following Dispute Resolution Process ("DRP").

Level 1: **New World** and **Customer** shall first meet pursuant to this DRP for the purpose of resolving the dispute or controversy through normal business management practices. The meetings shall be between the Chief Executive Director of **Customer** and Senior leadership (VP level) of **New World**. Either Party may have up to three (3) upper-level managers at this meeting. Provided progress is being made, the Parties shall meet up to two (2) additional times. All meetings shall be in Sacramento County. The Level 1 period shall begin when one Party

gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute. Unless otherwise agreed by the Parties, the Level 1 period shall end not later than sixty (60) calendar days after notice has been given.

Level 2: If the parties have completed Level 1 of the DRP without resolving the dispute or controversy **and** both parties agree that mediation would (or could) be helpful, **Customer** and **New World** will enter into a mediation process. Each Party shall bear its own costs in preparing for and conducting mediation, except that the actual cost of the mediator shall be shared equally by the Parties. The mediation process is defined as follows:

*The Parties shall select a mutually acceptable mediator to aid the Parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either Party. The mediation shall be held at a mutually acceptable location.*

Level 3: If compliance with Level 1 (and Level 2 if utilized) have not resulted in a satisfactory resolution of the dispute or controversy, either Party may bring suit in the United States District Court for the Eastern District of California so long as subject matter jurisdiction is met. In the event subject matter jurisdiction for Federal Court is not met, either Party may bring suit in a court of appropriate jurisdiction. The laws of the State of California shall govern in connection with the formation, performance, and the legal enforcement of this **Agreement**. Each Party shall bear the cost of their own legal expenses if Level 3 is used.

## 16. TERMINATION

### 16.1 By Customer:

If **New World** fails to timely fulfill its obligations related to this **Agreement**, or otherwise violates any provision of the **Agreement**, **Customer** may, at its option, terminate this **Agreement** with written notice to **New World** and proceeding as set forth below.

- (a) The notice shall specify the acts or omissions relied upon as cause for termination.
- (b) **New World** shall have ninety (90) days from receipt of said notice to correct any defects in order to satisfy the terms of this **Agreement**;
- (c) During the ninety (90) day cure period, **Customer** and **New World** shall cooperate and use their best efforts to result in a cure.
- (d) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

- 16.2 **By New World:** If **Customer** fails to make full payment to **New World** within thirty (30) days after being invoiced in accordance with the payment schedule (see Exhibit A), or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in paragraph 7., then **New World** may, at its option, terminate this **Agreement** with written notice as follows:
- (a) The termination notice shall provide a detailed description of the reason for termination;
  - (b) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have thirty (30) days from receipt of said notice to make payment in full for all outstanding undisputed invoiced payments due;
  - (c) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
  - (d) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
  - (e) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 16.3 In the event of termination by either Party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibit A.
- 16.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.
- 16.5 Nothing in this paragraph on termination is intended to infer that either Party has or does not have a claim for damages, subject to the limitations contained herein.
- 16.6 The Terms and Conditions relating to ownership, warranties, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution, indemnification and the Miscellaneous Provisions (19), survive termination.

## 17. INDEMNIFICATION

- 17.1 **New World** assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and **New World's** agents,

subcontractors, servants and employees, including losses, expenses or damages sustained by **Customer** and losses, expenses or damages to **New World** or **New World's** subcontractors' vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **Customer**, its Board members, Member Agencies (including Contract Agencies), employees, volunteers, interns, user fire agencies, and agents from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damage, judgments, costs and expenses, including attorney's fees, in connection with said damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of allegations that injury/damages were caused by the sole negligence of **Customer**, individually or collectively, or the officers, agents or employees of said **Customer**. The limitation on damages set forth in Section 11 of this Agreement shall not apply to any claims for personal injury, death, or damages brought by a third party.

- 17.2 **Intellectual Property.** **New World** agrees to indemnify, defend, and hold harmless **Customer**, its Board members, Member Agencies, employees, volunteers, interns, user fire agencies, and agents, against any and all claims, liabilities, losses, expenses (including attorneys' fees and legal costs and expenses related to such defense) asserted by any third party against **Customer** to the extent such claims result from an allegation that any component of the software or hardware relative to the System provided by **New World** or any Third Party Vendor, violates a third party's trade secrets, proprietary information, trademark, copyright, patent or other proprietary right, or from the use of any copyrighted or un-copyrighted materials, composition, secret process, patented or unpatented invention, article, software, or appliance furnished or used in the performance of this **Agreement**.

## 18. NOTICES

- 18.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address of the **Customer**:

Sacramento Regional Public Safety Communications Center  
10230 Systems Parkway  
Sacramento, California 95827  
Attn: Teresa Murray, Chief Executive Director

With a copy to:

Kingsley Bogard LLP  
50 Iron Point Circle, Suite 110  
Folsom, California 95630  
Attn: Robert Kingsley

- 18.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation  
888 West Big Beaver, Suite 600  
Troy, Michigan 48084  
Attention: President

With a copy to:

Bryan Proctor, Vice President and Corporate Counsel  
New World Systems  
888 West Big Beaver Road, Suite 600  
Troy, Michigan 48084

## 19. MISCELLANEOUS PROVISIONS

- 19.1 **Entire Agreement.** This **Agreement** is the entire agreement between the parties and supersedes all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. This **Agreement** may be amended or modified only in writing signed by both parties.
- 19.2 **Waiver.** Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 19.3 **Headers.** The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**.
- 19.4 **Severability.** Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 19.5 **No Third Party Rights.** This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 19.6 **Additional Purchases.** Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.
- 19.7 **Assignment and Successors.** Neither **New Word** nor **Customer** shall, without the prior written consent of the other Party, assign the benefit of or in any way transfer (including but not limited to, any change in the corporate structure of **New World** due to a Change of Control Event) their respective rights or obligations under this

**Agreement.** This **Agreement** shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

A **New World** “Change of Control Event” shall include **New World** making any assignment, asset sale, stock sale, merger, or any other transfer of fifty one percent (51%) or more of **New World’s** assets and/or stock ownership to a third party.

Any transfer by **New World** that qualifies as a Change of Control Event shall expressly require the written consent of **Customer**, which shall not be unreasonably withheld.

- 19.8 **Mutual Drafting.** The Parties acknowledge and agree that the terms and provisions of this **Agreement** have been negotiated and discussed between them, and that this **Agreement** reflects their mutual agreement regarding the subject matter of this **Agreement**. Because of the nature of such negotiations and discussions, neither Party shall be deemed to be the drafter of this **Agreement**, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this **Agreement**.

**SIGNATURE PAGE**

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

**ACKNOWLEDGED AND AGREED TO BY:**

NEW WORLD SYSTEMS®  
CORPORATION  
(New World)

SACRAMENTO REGIONAL PUBLIC SAFETY  
COMMUNICATIONS CENTER  
(Customer)

By: \_\_\_\_\_  
Larry D. Leinweber, President

By: \_\_\_\_\_  
Authorized Signature                      Title

By: \_\_\_\_\_  
Authorized Signature                      Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SOFTWARE LICENSE  
AND  
SERVICES AGREEMENT**

**between**

**NEW WORLD SYSTEMS CORPORATION**

**and the**

**SACRAMENTO REGIONAL PUBLIC SAFETY  
COMMUNICATIONS CENTER**

**(EXHIBITS ONLY)**

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**EXHIBIT A**  
to  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**PRICING AND PAYMENT SCHEDULE: SYSTEM AND SUPPORT SERVICES**

- I. As described in this Agreement, New World shall provide services to Customer at the rate of \$1,600 per day in a 24-hour period (typically eight to twelve hours of work, excluding travel time).

Travel Time includes actual **New World** employee travel time billed at the hourly rate of \$200 per hour up to, but not exceeding, four (4) hours per each trip relating to this Project. Travel time does not qualify as Time Worked.

The first Seventy-Three Thousand Five Hundred Dollars of Travel Expenses and Travel Time is already included in the agreed-upon price of \$2,755,985.

CAD System and Implementation Services plus Warranty Period plus Initial SSMA Period (5 years pre-paid)	\$2,755,985
--	-------------

- A. CAD System (see Exhibits B-1, B-2, B-3 and B-4)
- B. Mobile Applications Software (see Exhibit B-1)
- C. All Custom and Standard Interfaces (see Exhibit B-3)
- D. Implementation, Installation and Integration Services (see Exhibits C and D)
- E. Training (see Exhibits B-4 and B-5)
- F. Third Party Products and Services (see Exhibit B-1)
- G. Performance Bond (see Exhibit L-2)
- H. Initial SSMA Period of Five (5) Years Following Expiration of Warranty Period

II. Payment Schedule

- |  |   |           |
|--|---|-----------|
| A. Licensed Standard Software                          |   |           |
| 1.   | Amount invoiced upon Effective Date   | \$443,047 |
| 2.   | Amount invoiced six months after the Effective Date                           | \$443,048 |
| B. Services Contained in Exhibits B-2, B-3, B-4, and C |   |           |
| 1.   | Amount invoiced upon completion of Gantt Step 3 -<br>Approval of Project Plan | \$162,800 |

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2.	Amount invoiced upon completion of Gantt Step 4 - Install the Standard Solution	\$105,000
3.	Amount invoiced upon completion of Gantt Step 6 - Validated Configuration	\$104,000
4.	Amount invoiced upon completion of Gantt Step 8 - Conduct Go-Live	\$250,000
5.	Amount invoiced upon completion of Gantt Step 10 - Close the Project	\$253,000
C.	Third Party Products, Services, and Performance Bond	
1.	Amount invoiced upon delivery	\$233,650
D.	Standard Software Maintenance Services	
1.	Amount invoiced upon the Effective Date	\$761,440

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

III. SSMA Extension Option:

**Customer** shall have the right to renew SSMA for a period up to five (5) years after the expiration of the initial SSMA period at annual. The annual amounts for any renewal shall not exceed three percent (3%) over the prior year

IV. **Customer**, at its sole option, may choose to add one or more of the packages described below (also, see Exhibit B-1). The price for each has been pre-negotiated and is “price-locked” for two (2) years from Effective Date. The price for each, if selected, does not include Maintenance or services needed to implement. After the two year “price-lock,” the cost to add the package will increase each year by a percentage equal to the change in the Consumer Price Index for the preceding 12-month period as measured by Western B/C (All Urban Consumers).

A.	<b>New World RMS (Aegis/MSP Fire Records Software Base Package)</b> - 125 Workstations Stations included	\$110,000
B.	Deccan Live MUM Interface	\$52,000
C.	Firehouse Records Interface	\$35,000
D.	School Alarm Interface	\$40,000
E.	Rave Mobile Smart 911 Interface	\$24,000
F.	Folsom Firehouse Interface	\$26,050

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G.	ILP Addressing Range	\$100,000
H.	Associated Calls	\$75,000
I.	Caller "Bread Crumbs"	<u>\$75,000</u>
	TOTAL:	\$537,050

**EXHIBIT B-1**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**NEW WORLD RECOMMENDED: LICENSED SOFTWARE AND DOCUMENTATION**

**CAD**

**1. Aegis CAD Enterprise.NET Fire/EMS Computer Aided Dispatch Single & Multi-Jurisdictional**

- CAD Mapping
- 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**

- CAD Auto Routing
- CAD AVL
- Web CAD Monitor

### 3. **Aegis CAD Enterprise.NET Third Party Interface Software**

- **New World CAD to New World CAD Interface**
- CAD Paging Interface  
*Supports SNPP, SMTP, Standard TAP, WCTP*
- E-911 Interface
- Pictometry Interface
- Encoder Interface  
*Supports Zetron Models 25, 26, Locution, WestNet First In, Zetron IP-based FSA*
- Fire Records and ePCR Interface (one-way interface)  
*Supports Firehouse (Requires ACS Firehouse CAD monitor, not included), High Plans, Zoll/Sunpro, ImageTrend (Fire Records vendor agrees to use New World's standard format)*
- Telestaff Interface (one-way interface; update to staffing in CAD)

### **DECISION SUPPORT SOFTWARE**

#### 4. **Fire Management Data Mart (CAD, RMS)**

- Includes 10+ users

#### **Dashboards for Fire Management**

### **FIRE RECORDS**

#### 5. **Aegis/MSP Fire Records Software Base Package\***

- Pre-plans

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

### **MOBILE SOFTWARE ON THE MSP SERVER**

#### 6. **Aegis Mobile Integration Software**

- MDT/MCT Base CAD/RMS Interface (500-700 units)
- AVL CAD Interface (501-700 units)

## **MOBILE MANAGEMENT SERVER**

### **7. Aegis Mobile Management Server Software (501-700 units)**

- Base CAD/Messaging
- New World CAD Interface for Aegis MSP (501-700 units)
- AVL Interface (501-700 units)

## **CLIENT SOFTWARE**

### **8. Aegis Fire Mobile Unit Software (602Units)**

- Fire CAD via Switch
- In-Car Mapping
- In-Car Routing
- New World AVL

### **9. Workstation License (No Charge)**

*Note: Other than for Mobile Software, a Workstation License for up to 65 users is included for the Exhibit B-1 Licensed Standard Software. The Workstation License shall apply to all member agencies of SRPSCC, and all contracting agencies, of the SRPSCC. By way of illustration and not limitation, this includes the following agencies as authorized users:*

- *Cosumnes Community Service District Fire Department*
- *Folsom City Fire Department*
- *Sacramento City Fire Department*
- *Sacramento Metropolitan Fire Protection District*
- *Courtland Fire Protection District*
- *Herald Fire Protection District*
- *Walnut Grove Fire Protection District*
- *Wilton Fire Protection District*
- *River Delta Fire District*
- *Isleton Fire Department*

### **9. Optional Software Additions**

- A. New World RMS (Aegis / MSP Fire Records Software Base Package)**
  - 125 Workstations Stations included
  - 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

**B.** Deccan Live MUM

**C.** Firehouse Records Interface

**D.** Folsom Firehouse Interface

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

**E.** ILP Addressing Range

**F.** Associated Calls

**G.** Caller “Bread Crumbs”

**EXHIBIT B-2**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**NEW WORLD RECOMMENDED SYSTEM HARDWARE**  
**COMPONENTS AND CONFIGURATION**

**Customer** will purchase directly, from a vendor other than **New World**, the Hardware recommended by **New World** that is necessary to install and integrate all System Software.

**1. Hardware Quality Assurances**

While **Customer** is directly purchasing the recommended Hardware for the System, **New World** will install and integrate all System Software onto the Customer provided Hardware components of the System. This includes, by way of illustration and not limitation, **Customer's** Aegis.NET server(s).

Installation and integration services do not include hardware and/or third party product costs which are **Customer's** responsibility. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time.

a. **Hardware Quality Assurance Services (Disaster Recovery Environment):**

Hardware Systems Assurance and Software Installation:

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Configure Disaster Recover (VMware SRM)
- 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

b. **New World Recommended Hardware/Software Configurations for the System:**

- **New World** assures that, provided all of **Customer's** Personal Computers meet the following minimum System Hardware requirements, they will integrate with **New World's** Aegis Products: Microsoft Windows 7 or Windows 8/8.1 Professional, 64-bit with Core i5/i7 Processor and 8GB memory (CAD) or 4GB memory (RMS/MDC). Windows Server 2012 (R2) and SQL Server 2012 are required for the application and database server(s).

- **New World** assures that: **New World** Aegis Licensed Software and Products require being integrated into Server 2012 (R2) and SQL Server 2012 including all required **Customer** Access Licenses (CALs) for applicable Microsoft products being integrated into the System. All Servers will meet minimum hardware requirements provided and recommended by **New World**.
- **New World** assures that: **New World's** Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
- **New World** assures and recommends a 100/1000MB (GB) Ethernet network for the local area network client connectivity and 100MB (GB) Ethernet for server backbone and storage network connectivity.
- Two (2) Dell SQL Servers 2012 (R2)
- Sixty-Five (65) Dell CAD Workstations
- Two (2) Latronix UDS-1100
- Six Hundred (600) AVL Hardware-Permanent mount

2. **Message Switch Operating System Assurance**

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

- a. Message Switch Operating System Assurance Services (Disaster Recovery Environment):
- Operating System Assurance and Software Installation Services:
- Unpack and Assemble Hardware as Needed
  - Verify Core Hardware Functionality
  - Install and Update AIX Operating System
  - Install and Update Applicable System Manual Pages
  - Set AIX Environment Variables
  - Build System User-IDs and 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(s)
  - Configure Remote Procedure Calls for Disaster Recovery
  - Configure Failover Scripting
  - Install Full System Backup Process
  - Install System Support Scripts
  - Install State Specific Programs and Scripts

- Install State Specific Data Tables
- Assure Message Switch Operation
- Disassemble, Package and Ship to Customer

**EXHIBIT B-3**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**NEW WORLD RECOMMENDED: INTERFACES WITH SYSTEM SOFTWARE**

**1. Definition of Project**

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

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

Capabilities included in the initial scope:

- a. Standard Software System Enhancements to Exhibit B-1 Licensed Software
  - (1) MDCS Pending and Active Incidents Map Limitation
  - (2) MDCS Logged-in Units Map Limitation
  - (3) Premise History with Custom Report Format
  - (4) Dynamic or Crew Level Cross Staffing
  
- b. Custom Software System Enhancements

**New World** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved to create the interfaces listed below:

- (1) Deccan BARB Interface (one-way)
- (2) FDM Fire RMS Interface (one-way)
- (3) Radio Console Motorola Gold Elite Interface (one-way)
- (4) Radio Console Motorola MCC7500 Interface (one-way)
- (5) Third-Party AVL Interface (one-way) (Third Party must route the GPS data)
- (6) Sansio ePCR (one-way)
- (7) Zoll PCR (one-way)
- (8) CAD-to-CAD Interface (NIEM conformant) (two-way)
- (9) Queries to External Systems (two-way)
- (10) Weather System
- (11) ComTech Toning
- (12) Remote Printing Alerting

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

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

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

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
  - Detailed description of the required feature
  - menu samples
  - screen samples
  - report samples
- (3) Programming and programming test.
- (4) Training, testing and/or other support services at the Daily Rate. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time.

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

b. **Implementation Schedule**

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

c. **Customer's Responsibility**

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

3. **Optional Software Custom Interfaces**

Prices for these interfaces have been pre-negotiated and are "price-locked."

- a. School Alarm Interface
- b. Rave Mobile Smart 911 Interface

**EXHIBIT B-4**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**NEW WORLD RECOMMENDED: DECISION SUPPORT SYSTEMS (DSS) THIRD PARTY SOFTWARE LICENSE AND IMPLEMENTATION SERVICES**

**New World** will integrate into the System and implement all licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules.

The recommended implementation and training shall include:

- a. One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. **Customer** is responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b. Solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). **Customer** sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c. Installation and configuration of DSS software.
- d. Training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e. Installation of **Customer** specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).

**EXHIBIT B-5**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**  
**NEW WORLD RECOMMENDED: SYSTEM TRAINING PLAN**

**EXHIBIT C**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**PROJECT MANAGEMENT, IMPLEMENTATION AND**  
**TRAINING SUPPORT SERVICES**

**1. Project Management Services**

**New World** shall act as Project Manager to guide and lead **Customer's** management in implementing the System Software set forth in Exhibits B-1, B-3 and B-4 onto the System. This responsibility will include documenting, coordinating and managing the overall System Implementation Plan/Gantt Chart as set forth in Exhibit B-5 and Exhibit D with **Customer's** management and the Customer Liaison. **New World's** responsibility includes, but is not limited to, the installation and integration of the Licensed Software onto the System with Customer's assistance. Project Management Services include:

- a. a summary level System Implementation Plan;
- b. a detail level System Implementation Plan;
- c. revised System Implementation Plans (if required);
- d. monthly project status reports;
- e. project status meetings
  - a project review (kickoff) meeting at **Customer's** location
  - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location;
  - a project close-out meeting at **Customer's** location to conclude the project;
- f. **New World** consultation with other vendors or third parties;
- g. overall Project system integration services; and
- h. **New World** acknowledges the importance of the retention of key personnel to **Customer** through System Acceptance. Therefore, **New World** shall use its best efforts to retain the key personnel listed below:
  - Tim Morehouse (CAD and Mobil Devices)
  - Bob Rausch (CAD Demonstrations)
  - Britt Wollenweber (GIS Manager)
  - Brian Leary (VP Solution Consulting)
  - Craig Salyers (Interfaces)
  - Craig Nelson
  - Mike Hargrove.

The implementation services fees described in Exhibit A include Project Management fees for a period up to 24 months after the Effective Date, unless there is delay attributable solely to New World.

## 2. Implementation and Training Support Services

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Based on the Licensed Standard Software listed on Exhibit A, up to one hundred fourteen (114) days of **New World** implementation and training support services have been allocated for this project. Excess services requested shall be billed at the Daily Rate. Exhibit D sets forth the System Implementation Plan/Gantt Chart and Exhibit B-5 sets forth the **New World** Recommended: System Training Plan. Implementation and training support services include:

- a. implementation of each package of Licensed Standard Software onto the System;
- b. **Customer** training and/or assistance in testing for each package of Licenses Standard Software;
- c. tailoring of Licensed Standard Software into the System by **New World** technical staff and/or consultation with **New World** technical staff ; and
- d. system testing.

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

## 3. Interface Installation and Other Services

**New World** shall provide interface System installation services in accordance with Exhibit B-3, **New World** Recommended Software Enhancements/Modifications and/or Custom Software, and as further described in this paragraph below and delivered and installed onto **Customer's** System as set forth on Exhibit D, System Implementation Plan/Gantt Chart. These services will not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever reasonably possible, **New World** may perform these services remotely. The services include the following interfaces to the System:

- a. Software System Testing
- b. Systems Assurance (Disaster Recovery Environment)
- c. Fire Mobile Environment
- d. Train the Trainer Classes for Future CAD Users (3 classes)
- e. New World CAD to New World CAD Interface
- f. Web CAD Monitor
- g. CAD Pager Interface
- h. 911 Interface
- i. Pictometry Interface
- j. Encoder Interface
- k. Telestaff Interface
- l. ePCR and Fire Records Interface
- m. GIS Implementation

The following interfaces to the System are at **Customer's** election:

- a. New World Fire RMS Interface
- b. Deccan LiveMUM
- c. Fire House Records Interface
- d. School Alarm Interface
- e. Rave Mobil Smart 911 Interface
- f. Folsom Firehouse Interface

#### 4. **GIS System**

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

#### 5. **New World Recommended Software Configurations for the System**

- **New World** assures that, provided all of **Customer's** Personal Computers meet the following minimum System Hardware requirements, they will integrate with **New World's** Aegis Products: Microsoft Windows 7 or Windows 8/8.1 Professional, 64-bit with Core i5/i7 Processor and 8GB memory (CAD) or 4GB memory (RMS/MDC). Windows Server 2012 (R2) and SQL Server 2012 are required for the application and database server(s).
- **New World** assures that: **New World** Aegis Licensed Software and Products require being integrated into Server 2012 (R2) and SQL Server 2012 including all required **Customer** Access Licenses (CALs) for applicable Microsoft products being integrated into the System. All Servers will meet minimum hardware requirements provided and recommended by **New World**.
- **New World** assures that: **New World's** Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
- **New World** assures and recommends a 100/1000MB (GB) Ethernet network for the local area network client connectivity and 100MB (GB) Ethernet for server backbone and storage network connectivity.
- Two (2) Dell SQL Servers 2012 (R2)
- Sixty-Five (65) Dell CAD Workstations

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- Two (2) Latronix UDS-1100
- Six Hundred (600) AVL Hardware-Permanent mount

**EXHIBIT D**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**SYSTEM IMPLEMENTATION PLAN / GANTT CHART**

**New World** uses Microsoft Project 2013 as its project management tool for managing tasks, schedules and resources. A sample Microsoft Project Gantt Chart and a sample Project Plan (including Work Breakdown Structure and Resource Groups) are attached. The dates included in the sample Gantt chart and Project Plan are for illustrative purposes only.

The sample Project Plan dates are calculated based on generic assumptions about typical time frames for completing the tasks included in the plan. The actual Project Schedule could differ significantly from the Sample Plan. The dates included in the sample Project Plan are for illustrative purposes only.

An actual project plan with the appropriate tasks and schedule will be determined upon contract signing and more detailed discussions about the project can take place between **Customer** and **New World** staff. The availability of **Customer** resources to perform tasks, final determination of the overall task list, **Customer** schedule constraints (seasonal peak workloads, vacations, holidays, commitments of resources needed to support local events, etc.) and the actual project start date must be determined. A typical implementation project of this size and scope usually spans 18-24 months from contract signing through go live. Based on unique **Customer** circumstances and/or **Customer** resource constraints, the actual project schedule could differ significantly.

***Insert Gantt***

**EXHIBIT E**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)**

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

**1. Warranty Period**

**New World** shall provide **Customer** a no-charge SSMA Warranty Period through March 31, 2017.

**2. Initial SSMA Period**

This Initial SSMA Period shall be in effect from the Effective Date through the March 31, 2021

**3. SSMA Extension Option**

**Customer** may, at its sole election, extend the Initial SSMA Period for up to five (5) additional years at the prices set forth in Exhibit A. If extended, the extension would include each and every service set forth immediately below in Paragraph 4 of this Exhibit.

**4. Services Included**

**New World** shall provide the following services during the Warranty Period, the Initial SSMA Period and any SSMA Extension.

- 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. Telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- 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

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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 the embedded software that is a component of the Exhibit B-1 Licensed Standard Software.
- h. Includes registration for five (5) individual **Customer** participants per year to **New World** Systems' Annual R&D Training Lab to include two (2) nights' stay at the Hotel on specified dates, registration and meals per participant per year. This shall apply to each year in the Warranty Period, the Initial SSMA Period and any SSMA Extension.
- i. **New World** shall use its best efforts to continue to invest increasing amounts of resources in the software and product enhancements provided under this Agreement.

*Notes:*

- 1. *Items a., b., and c. above will be distributed to Customer by electronic means.*
- 2. *Additional support services are available at the request of Customer at rates to be mutually agreed upon.*

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

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

**6. Billing**

Maintenance costs will be billed upon the Effective Date.

**7. Additions of Software to Maintenance Agreement**

- a. Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery at rates consistent with those contained in this **Agreement**.
- b. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

## 8. Requests for Software Correction on Licensed Standard Software

If, after Customer has cutover to live production use of the Licensed Standard Software, **Customer** 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, **Customer** shall notify **New World** by phone, in writing, by email or through the **New World** support website, that there is a claimed defect and specify which feature and/or report it believes to be defective. 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. 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).

**Customer** 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 **Customer'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 Customer 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 **Customer'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.*

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 **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** 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 **Customer**'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 **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** 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 to include a correction in the next Licensed Standard Software release.

- (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.

**Customer** may contact the following **New World** resources for management level issue resolution escalation:

Vice President of Professional Services, Sandro Viselli  
Vice President of Product Support, Erin Miller  
Vice President of Product Vision, Brian Leary

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 **Customer**'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 F**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**CONFIDENTIALITY 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: **SRPSCC**  
*Customer Name*

Located At: **10230 Systems Parkway**  
**Sacramento, CA 95827**

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

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

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
  - a) Program Libraries, whether source code or object code;
  - b) Operating Control Language;
  - c) Test or Sample Files;
  - d) Program Listings;
  - e) Record Layouts;
  - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
  - g) All **New World** Product Bulletins and/or other **New World** Product related materials.
  
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement** with **New World**.
  
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money

damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party  
(Organization)

Agreed and Accepted by Third Party  
(Individual)

Organization: \_\_\_\_\_

Individual: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Accepted and Approved by New World  
Systems Corp.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**ESCROW OF SOURCE CODE SOFTWARE**

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

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

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

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

**EXHIBIT H**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**SYSTEM CHANGE ORDER PROCESS**

1. **Customer** may, at any time, and by written order, make changes within the general scope of this **Agreement** as allowed by California law.
2. **Customer** or **New World** may request changes within the general scope of this **Agreement**.

- a. **New World** shall not perform requested changes unless both parties execute a written change order and, if **New World** proceeds to perform such changes without a written change order, it does so at its own risk.
  - b. If a requested change results in an increase or decrease in the cost, the parties will reflect such adjustment in a change order.
3. Any System Change Orders that occur during the term of this **Agreement** shall be individually listed from time to time on Exhibit I, System Change Orders.
4. To be enforceable against either Party, a Change Order greater than \$15,000 must be approved by **Customer's** governing Board.
5. Notice of all Change Orders, notwithstanding the amount, shall be submitted to **Customer's** governing Board.

**EXHIBIT I**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**  
**SYSTEM CHANGE ORDERS**

No entries at time of signing.

Pursuant to Exhibit H, System Change Orders will be individually listed here.

**EXHIBIT J**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**  
**PERIODIC SYSTEM TESTING CRITERIA AND PROCEDURES**  
**AND**  
**FINAL SYSTEM ACCEPTANCE**

**I. Testing Procedures and Criteria**

The Licensed Standard Software (Exhibit B-1) will provide satisfactory performance to satisfy the current processing requirements of the **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 the **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 the **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 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.

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

Given the above definition, should the Exhibit A software not perform satisfactorily, then the **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 reasonable access to the **Customer** 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 the **Customer** in writing of the adjustments. If requested by the **Customer**, and using Exhibit B support services, **New World** shall train the **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.

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 **Customer** problems, and/or other activities performed on the **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 the **Customer**, the **New World** time spent during the 30-day correction period to evaluate the alleged deficiencies will not be billable to the **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 the **Customer**.

The software performance statement set forth in this Exhibit expires six months from the date the Computer Aided Dispatch and Mobile Messaging applications have gone into "live use", at which time the priority levels in Exhibit C shall control.

## **II. Performance Period**

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**.

**Customer's** project manager and the **New World** project manager shall jointly plan, coordinate and manage the testing processes. **Customer** 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, three phases of Acceptance Testing may take place. Each test is intended to occur sequentially unless otherwise agreed to by both parties.

- Functional Testing
- Interface Testing
- Reliability & Final Acceptance Testing.

Reliability and Final Acceptance Testing shall not proceed until either (a) Functional and Interface testing are complete or (b) **Customer** 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 **Customer** waives these tests.

Should **Customer** identify a defect that substantially impairs **Customer's** value of the Licensed Software, **Customer** shall immediately provide a written notice to **New World** that acceptance is declined by **Customer**. 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 **Customer**. On completion of testing, **Customer** may approve or reject the entire Functional Test, or any elements of the Functional Test. If functional test is rejected by **Customer**, 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 **Customer’s** RFP shall be provided to **Customer** through Exhibit A software capabilities, **Customer’s** use of 3<sup>rd</sup> Party software, Licensed Custom Software provided by **New World** and/or future enhancements to Exhibit A Licensed Standard Software provided under Exhibit C. After **Customer’s** request to **New World**, and **New World’s** written proposal and cost to provide the service using Exhibit B support services at the then current daily rates, Functional Testing shall be demonstrated to **Customer** by **New World**.

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

2. **Interface Testing of Licensed Software**

Prior to beginning Interface Testing, **New World** shall provide a test plan for review and approval by **Customer**. On completion of testing, **Customer** 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 **Customer** for review and approval. Interface Testing shall not begin until written approval of **New World’s** submitted test plan has been accepted by **Customer**. Following approval of the Interface Test Plan, **New World** will demonstrate to **Customer** 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. **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 thirty (30) 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 fifteen (15)

days of the Reliability Test, the Licensed Software experiences a Major Failure, then the thirty (30) day period will start over from day one and continue for the full thirty (30) 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 sixteen (16), **Customer** may elect for the test will start over from day sixteen (16) and go for the remaining fifteen (15) day period or start over from day one and continue for the full thirty (30) days.

If the Licensed Software experiences a Major Failure as a result of a deficiency in the **Customer'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 thirty (30) day test is completed unless a Major Failure occurs after the Licensed Software is restarted which is not attributed to the **Customer's** environment. Under such conditions the terms outlined above will govern the appropriate action to be followed.

### **III. Testing Acceptance**

As an express condition subsequent to this **Agreement**, the parties acknowledge and agree that it will be necessary to modify and update this Exhibit from time-to-time between the Effective Date of the **Agreement** and Final System Acceptance by **Customer** to reflect additional System Testing Performance and Acceptance Criteria as mutually agreed upon by the parties as the System is built-out in conjunction with Exhibit D, the Gantt Chart / Implementation Plan / Scope of Work document. This Exhibit will be amended and restated at appropriate times and in conjunction with the milestone build out of the System in Exhibit D.

**EXHIBIT K**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**NEW WORLD INSURANCE REQUIREMENTS**

1. Insurances

**New World** shall purchase, and maintain in full force and effect during the term of this Agreement, Professional Liability Insurance, Comprehensive Commercial General Liability Insurance, Comprehensive Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below with a carrier acceptable to and upon terms and conditions acceptable to **Customer**.

2. Comprehensive Commercial General Liability

At least \$2,000,000 combined in single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability, and where applicable the project as determined by the Purchasing Agent, Products, and Completed Operations.

3. Comprehensive Automobile Liability Insurance

At least \$1,000,000 Combined Single limit to include owned, non-owned, and hired vehicles, as well as coverage for business use of vehicles.

4. Workers' Compensation Insurance

Statutory benefits with Employers Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit. The Workers' Compensation policy shall include a waiver of subrogation.

5. Professional Liability Insurance

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

6. Certificate of Insurance

Before commencing work in connection with this **Agreement**, **New World** shall provide **Customer** with Certificate(s) of Insurance evidencing the coverages required above.

7. Additional Insureds

**Customer**, its officers, agents and employees, shall be named as additional insureds (and **New World** must provide endorsements (not just certificates) to **Customer** naming **Customer** as an additional insured) on all Comprehensive Commercial General Liability

and Comprehensive Automobile liability insurance policies. Such certificates shall provide that **Customer** be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or any material change in such coverage.

8. Failure to Provide and Maintain

Failure to provide, and/or to continue the required insurance as set forth above shall be deemed a material breach of this **Agreement** and shall empower **Customer** to, at its sole option, terminate this **Agreement** after providing New World notice and an opportunity to cure such breach and the breach remains uncured for ten (10) days.

9. Responsibilities Not Relieved

OBTAINING AND MAINTAINING ANY INSURANCE COVERAGE REQUIRED HEREIN DOES NOT RELIEVE **NEW WORLD** OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY **NEW WORLD** IN THE CONTRACT AWARDED, OR FOR WHICH **NEW WORLD** MAY BE LIABLE BY LAW OR OTHERWISE.

**EXHIBIT L-1**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**  
  
**NEW WORLD PERFORMANCE BOND**

1. **New World** shall, as a condition precedent to the Effective Date, furnish a Performance Bond as shown in Exhibit L-2.
2. The bond shall be purchased from an agency that is acceptable to **Customer** and meets the following requirements:
  - a. Has a financial rating from BEST Rating Company acceptable to **Customer**; and
  - b. Is licensed and admitted to do business in the State of California.

**EXHIBIT L-2**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_  
Premium: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That we New World Systems Corporation, a Michigan corporation, with offices at 888 West Big Beaver, Suite 600, Troy, Michigan 48084 (hereafter the "Contractor/Principal") and \_\_\_\_\_, a \_\_\_\_\_ corporation, authorized to transact a surety business in the State of California (hereinafter called the "SURETY"), are held and firmly bound unto the Sacramento Regional Public Safety Communication Center, a Joint Powers Agency, with offices at 1020 Systems Parkway, Sacramento, California 95827 (hereafter the "Obligee") in the sum of Two Million Seventy Thousand Nine Hundred Eighty Five Dollars (\$2,070,985.00) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS, Principal has entered into a contract with Obligee, dated July \_\_, 2015** for the design, delivery, installation, implementation, and integration of a Computer Aided Dispatch System ("System"), copy of which contract is by reference made a part hereof.

**NOW, THEREFORE,** if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**Signed, sealed, and dated**

\_\_\_\_\_

NEW WORLD SYSTEMS CORPORATION  
(Principal)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Principal/Surety)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT M**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**TRAVEL POLICY**

**REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES**

*New World's Note: Replace existing Travel Expenses definition with this one when including this Exhibit (11/6/13 Acctg Dept updated the Travel Policy on 10/21/13. Per Bryan, this Exhibit is still valid to use in Agreements. Double check w/Accounting if it's been several months just to be sure the per diem or mileage hasn't changed). 2/27/14 – Regina verified with Grace that per diem & mileage rates are correct.*

**16. “Travel Expenses”:**

*All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including, but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses as described in Exhibit ^. Said Exhibit may be changed from time to time in the course of **New World's** regular business operations.*

In order to comply with IRS and company policies, all expense reports must be properly documented. “Properly documented” means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed. This policy is subject to change at New World's discretion without notice.

**1. Receipts**

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets, detailed restaurant checks, and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. If you paid for the airfare yourself, you must also submit your airline receipt and credit card voucher or other valid proof of payment. For E-tickets: although there is no ticket stub to turn in, please submit boarding passes, itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher must be submitted.

For restaurants: Tear-off tabs and handwritten receipts for cash will generally not be accepted if they exceed \$25.

All receipts must clearly indicate: Seller's name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where you have lost a receipt or did not get one, provide the above information along with an explanation of why there is no receipt. Do not cross out or change any of the information on a receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted. A substituted receipt will not be accepted. The Company will retain your original receipts and expense reports for at least a year, should you ever need access to them.

## 2. Business Purpose

Every reimbursable expenditure must have a business purpose associated with it. For travel related expenses, the nature of the trip should be clearly described on the expense report. Entertainment and employee relations expenses require the name of the prospect/Customer and the event, type of entertainment, location/establishment name, the number of people entertained, their names, and the business purpose. All other reimbursable expenses require an explanation of the business purpose or benefit of the expenditure.

The following types of expenses are generally considered reimbursable:

### 1. Mileage

You will be reimbursed for the daily business use of your personal vehicle when such mileage exceeds your normal roundtrip commuting mileage.

*Example: Susan Jones lives 20 miles from the office, making her normal roundtrip commuting mileage equal to 40. If she travels 50 miles to the airport on Monday, she will be reimbursed for 10 miles for that day (50 miles driven that day less her normal 40 mile daily commute).*

You will not be reimbursed for business mileage if the total distance driven is less than your normal commuting mileage on the days you drove. All approved miles traveled on a Saturday, Sunday or company holiday will be paid if you are on authorized company business that day.

The mileage reimbursement covers all variable vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

*Mileage Reimbursement Rates* The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc.,

stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement mileage rates:

1. *Under 400 Miles Per Week:* For weeks where your reimbursable mileage is 400 miles or less, you will be reimbursed at the standard rate of \$.43 per mile, or
2. *Over 400 Miles Per Week:* For weeks where your reimbursable mileage is more than 400 miles, you will be reimbursed at the standard rate of \$.43 per mile for the first 400 miles; All miles driven in excess of 400 miles per week will be reimbursed at the high mileage rate of \$.33 per mile.

## 2. **Parking, Tolls, etc.**

The company will reimburse you for parking, tolls, and certain other other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

When parking overnight or longer, you must use the overnight, deck or long-term parking lots to avoid excessive parking costs. Any excessive parking expense will not be reimbursed.

## 3. **Airfare**

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service. Under current policy, you may choose to participate in Frequent Flyer programs as long as actual flights are chosen based on lowest fares, not maximizing personal mileage credits.

Air travel is not allowed to destinations that are within 200 miles of your home or local office or in any situation where it is more economical to drive rather than fly. All trips should originate from the major airport that is nearest to our local office (Detroit Metro for Troy office employees) unless it is less expensive to use a different airport.

You are expected to book airline reservations 14 days in advance if possible to take advantage of reduced rate fares. You're expected to accept the lowest fare with New World's preferred carrier, connecting flights, and alternative flights, which depart within 2 hours of your desired departure time. The recommendations of New World's Authorized travel Agent should normally be followed.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Your boarding passes, ticket stubs (unless using an E-ticket), and travel agent's itinerary must be submitted with your expense report for all air travel—regardless of whether the

company or you paid the bill. If your itinerary differs from the actual flights you made, provide an explanation on the itinerary.

#### Unused Tickets

Unused tickets are valuable and must be returned to the controller's office immediately so that proper credit can be received. Do not keep unused tickets or try to convert them in any way for future use or gain.

#### **4. Rental Cars**

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

You should return rental cars with a full tank of gas. Rental agencies charge excessive gasoline prices (currently \$6.00/gallon or more) to refuel a vehicle. While New World will reimburse you for normally-priced gasoline you put into rental cars, we will not reimburse employees for excessive rental agency fuel charges that exceed \$10 per rental. Fill up in the morning or night before if you're not sure you'll have time when you return the car.

If you use a rental car on a trip that originates from your home or office, you may claim the standard mileage rate for the business mileage (minus normal commuting mileage), but the cost of the rental car itself and gas, etc. will not be reimbursed.

In certain circumstances a Customer may request or allow you to drive a rental car to a location beyond 200 miles from your home or office. This will be allowed only if an authorized Customer representative agrees in writing to reimburse New World for the full cost of the rental car and all driving time at standard rates.

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. Our account recap number can be found on your NCR card. You must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

It's most economical to return the car to the same location where you originally rented it. If you must return the car to another location, be aware that substantial additional charges will be assessed by National based on the distance between the origination and drop-off offices.

#### **5. Ground Transportation**

When renting a car is not more economical, the company will reimburse you for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed

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machine printed receipt. Such receipts should be obtained whenever possible. Share cab rides with other New World employees whenever possible to save money.

On trips that exceed 2 days: Cab fare will not be reimbursed if it would have been cheaper to rent a car.

## 6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** you stay overnight on business. The standard per diem amount is \$52 for travel within the 48 continental U.S. states and \$62 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

You may claim an additional \$26 per diem on the day of your return if you arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips you may depart and return the same day and not spend an evening out of town. In those cases, a \$26 per diem may be claimed if you spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

Billing and Special Situations: New World's Customers are normally invoiced for all per diem allowances paid to employees for service trips. Sometimes our arrangements with Customers may specify a per diem amount that is higher or lower than the standard rates above for business reasons. As a general rule, this will not change the standard per diem allowance paid to employees. You will be notified in advance in writing if any exception to this general rule applies in a specific situation.

## 7. Lodging

You are expected to stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, and other clean newer bargain motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President - Finance as being necessary for business reasons—for example, staying at a resort location to attend a trade show or staying close to the prospect's office during the sales process. Many hotels have government rates or special rates available to IBM or Microsoft Business Partners or guests of the city/county. You should always attempt to receive any reduced rate.

Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of \$10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.

**EXHIBIT N**  
**to**  
**SOFTWARE LICENSE AND SERVICES AGREEMENT**

**INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO  
CUSTOMER'S RFP SOFTWARE SPECIFICATIONS**

For the Licensed Software on Exhibit B-1, the **New World** Detail Response to **Customer's** RFP, Section 5: Technical Responses, is incorporated in this **Agreement** by reference and attached to this Exhibit N and made a part hereof.

All items coded "Fully Compliant" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3<sup>rd</sup> Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C.

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 **Customer** 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.