

NEW WORLD SYSTEMS CORPORATION
PREMIER SOFTWARE MAINTENANCE AGREEMENT

This Premier Software Maintenance Agreement (PSMA) between New World Systems Corporation (**New World**) and Laramie County, Wyoming (Customer) sets forth the standard software maintenance support services provided by **New World**.

1. **Service Period**

This PSMA shall remain in effect for a period of three (3) years from (start date) 7/01/05 to (end date) 6/30/08.

2. **Services Included**

The following services or features are available under this PSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below);
- (c) Revisions to Licensed Documentation;
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- (e) Invitation to and participation in user group meetings.
- (f) 40 hours of support services per calendar year used in minimums of four (4) hour increments for on-site support and two (2) hour increments for remote support.

Items a, b, and c above will be distributed to **Customer** on magnetic media or other means, as appropriate.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B of your original License Agreement has a description of support services available.

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

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees or pre-paid service hours plus reasonable expenses.

4. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

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

Additional Licensed Standard Software licensed from **New World** will be added to the PSMA as they are installed at **Customer's** location. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

c:\budget
attorney
1/1

6. Requests for Software Correction on Licensed Standard Software

At any time during the PSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS) using Exhibit B Support Services or pre-paid Services.

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

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

7. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400 Model 820

New World agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

<u>Application Package</u>	<u>Number of Modules</u>
1. Aegis [®] - Computer Aided Dispatch (CAD)	14
2. Aegis [®] - Law Enforcement Records Software	2
3. Aegis [®] - Public Safety Interface Software	1
4. Aegis [®] - Corrections Management Software	5
5. Aegis [®] - Other Software for Public Safety	2
6. Aegis [®] - Aegis Graphical User Interface	2

TOTAL LIST COST: \$172,000

**ANNUAL
MAINTENANCE COST: See below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
7/01/05 to 6/30/06	\$31,380 ^{Note 1}	6/01/05
7/01/06 to 6/30/07	\$33,100 ^{Note 1}	6/01/06
7/01/07 to 6/30/08	\$34,820 ^{Note 2}	6/01/07

1. Includes 40 hours of Support Services at \$120/Hour for the Period Covered. Any unused prepaid support hours will carryover once into the following annual PSMA period. Unused carryover hours expire the earlier of 12 months from carryover or the end of the PSMA contract period. Also includes \$2,500.00 of prepaid travel expenses. Unused travel expenses will carryover to the next year, and may be applied to outstanding invoices at the expiration of this contract.
2. Includes 40 hours of Support Services at \$120/Hour for the Period Covered. Any unused prepaid service hours expire at the end of the contract period. Also includes \$2,500.00 of prepaid travel expenses. Unused travel expenses will carryover to the next year, and may be applied to outstanding invoices at the expiration of this contract.
3. Support Services are defined on your original Exhibit B. Travel costs are not included. The hours to be provided at schedules mutually agreeable to **Customer** and **New World**.
5. Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

CONFIDENTIAL

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions from our Licensing Agreement signed by Laramie County, Wyoming (Customer) on August 31, 1996.

ACCEPTED BY:

ACCEPTED BY:

Customer: Laramie County, Wyoming

New World Systems Corporation

Name: Diane Humphrey

Name: Larry D. Kewele

Title: Chair

Title: President

Date: 7-6-05

Date: 05-20-05

Attest: Nehal Datt

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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.

CONFIDENTIAL

Laramie County, WY

Licensed Application Software

July, 2005

1. **Aegis® Computer Aided Dispatch (CAD)**
 - Combined LE/Fire/EMS CAD Multi-Jurisdiction
 - Call Scheduling Module
 - Call Stacking Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Hydrant Inventory Module
 - Interface to Aegis® Law Enforcement Records Module
 - Interface to Aegis® Fire/EMS Records Module
 - Note Pads Module
 - Rip-N-Run Module
 - Run Cards Module
 - Tone Alerts Module
 - Unit Control Panel Module
 - Unit Recommendations Module
2. **Aegis® Law Enforcement Records Software**
 - Civil Paper Processing
 - Property Room Bar Coding
3. **Aegis® Public Safety Interface Software**
 - E-911 Interface
4. **Aegis® Corrections Management Software**
 - Corrections Management Base Package
 - Commissary Accounting
 - Enhanced Medical Tracking
 - Enhanced Court Tracking
 - Corrections Compliance
5. **Aegis® Other Software for Public Safety**
 - Vehicle/Equipment Maintenance
 - Citizen Complaint Tracking
6. **Aegis® Aegis Graphical User Interface**
 - Graphical User Interface - Server
 - Graphical User Interface - Clients

CONFIDENTIAL

14

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 5, 2005

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Information Technology

APPLICANT: New World Systems

AGENT: Rick Fortney

4. DESCRIPTION: Consideration of a Premier Software Maintenance Agreement between Laramie County Government and New World Systems Corporation.

Amount **\$31,380.00**

From **7/1/05**

To **6/30/06**

5. DOCUMENTATION: 1 Originals and (4) four copies

Commissioner

Clerks Use Only:

Signatures

Humphrey _____

Knudson _____

Ketcham _____

Action _____

Postponed/Tabled _____

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____