

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and Champaign County, IL (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 12/1/09 to (end date) 11/30/12.

2. Services Include

The following services or features are available under this SSMA:

- (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).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

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 hourly fees 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 SSMA per the terms of the contract adding the software. 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.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA 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).

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/400-2395

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. <i>Aegis</i> ® Law Enforcement Records Software	24
2. <i>Aegis</i> ® Public Safety Interface Software	6
3. <i>Aegis</i> ® Corrections Management Software	5
4. <i>Aegis</i> ® Business Office Software	5
5. <i>Aegis</i> ® Other Software for Public Safety	1
6. <i>Aegis</i> ® Photo Imaging Software	3
7. <i>Aegis</i> ® Data Management and Retrieval Tools	2
8. <i>Aegis</i> ® Aegis Graphical User Interface	2

ANNUAL
MAINTENANCE See Below

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>	<u>Payment Schedule</u>
12/1/2009 to 11/30/2010	\$88,063	11/15/2009	\$88,063
12/1/2010 to 11/30/2011	\$90,705	11/15/2010	\$64,545 * Note 1
12/1/2011 to 11/30/2012	\$93,426	11/15/2011	\$93,426

Note 1: Payment for year 2 will be reduced by \$26,160.

Note: 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 THIRTY (30) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Champaign County, IL

Name: C. Rius Weiler

Title: County Board Chair

Date: 11/19/2010

ACCEPTED BY:

New World Systems Corporation

Name: Samy D. Olweber

Title: President

Date: 11-29-10

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.

Champaign County, IL

Licensed Application Software

At December, 2009

1. Aegis® Law Enforcement Records Software

- LE Records Multi-Jurisdiction Base
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
- LE Records Federal & State Compliance
- Field Investigations
- Case Management
- Pawn Shops
- Activity Reporting and Scheduling
- Index Cards
- Property Room Bar Coding
- Orders of Protection
- Narcotics Management

2. Aegis® Public Safety Interface Software

- AS/400 State/NCIC Interface
- On-Line Wants & Warrants Interface to State/NCIC
- On-Line Property Checks Interface to State/NCIC
- Identix Interface
- On-Line Jackets Interface to State/NCIC
- Vine Interface

3. Aegis® Corrections Management Software

- Corrections Management Base Package
- Commissary Accounting
- Enhanced Medical Tracking
- Enhanced Court Tracking
- Corrections Compliance

Champaign County, IL

Licensed Application Software

At December, 2009

4. **Aegis® Business Office Software**
 - Business Office Base Package
 - Base
 - Civil Paper Processing Module
 - Income and Property Exclusions Module
 - Revenue and Collections Module
 - Business Office Federal and State Compliance
5. **Aegis® Other Software for Public Safety**
 - SW Modifications
6. **Aegis® Photo Imaging Software**
 - ID Badges
 - Capture/View Stations
 - Public Safety Line Ups/Mug Shots
 - Digital Imaging
7. **Aegis® Data Management and Retrieval Tools**
 - Microsoft Word Interface
 - Data Analysis and Mapping
8. **Aegis® Aegis Graphical User Interface**
 - Graphical User Interface - Server
 - Graphical User Interface - Clients