DOC # 0691694
12/28/2006 09:50 AM Deputy: GB
OFFICIAL RECORD
Requested By:
DC/DISTRICT ATTORNEY

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 54 Fee: 0.00
BK-1206 PG- 9979 RPTT: 0.00

Assessor's Parcel Number: ___N/A___

Date: ___DECEMBER 27, 2006___

Recording Requested By:

Name: ___ROBERT MORRIS, DA'S OFFICE___

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: $___N/A___

CONTRACT #2006.230

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

CONTRACT TO THE
DOUGLAS COUNTY DISTRICT ATTORNEY
FOR A CASE MANAGEMENT SYSTEM

December 12, 2006 – Final

2006 DEC 27 AM 10: 04

New Dawn Technologies – JustWare (www.justware.com)

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Pricing Proposal

Douglas County District Attorney	Proposal Number: QT-409/1
P.O. Box 218	Proposal Creation Date: December 12, 2006
Minden, NV 89423	Proposal Expiration Date: December 31, 2006

** In this quote the Quantity or 'Qty' column represents units of either software licenses or hours of services. This is clarified in the 'Description' field with (L) for licenses and (H) for hours. **

Software

Qty	Description	List Price	Quoted Price	Total
19	JustWare Prosecutor (L)	$ 2,500.00	$ 1,195.00	$ 22,705.00
1	JusticeBroker (L)	$ 5,995.00	$ 2,495.00	$ 2,495.00
2	JusticeWebview (L)	$ 995.00	$ 498.00	$ 996.00

Total Software: $26,196.00

Comments

Quantities of these products are as requested by Douglas County as of 11/24/06.

3rd Party

Qty	Description	List Price	Quoted Price	Total
1	Document Author Software (GhostFill) (L)	$ 375.00	$ -	$ -

Total 3rd Party: $0.00

Comments

JustWare does require Microsoft SQL (see contract). To write querys (reports) for JusticeWebview Microsoft's Visual Studio .NET product is required. New Dawn Technologies can provide this software at our purchase price from Microsoft. Douglas County has indicated that they will acquire the required Microsoft software licneses independent of this transaction.

Services

Qty	Description	List Price	Quoted Price	Total
140	Project Management (H)	$ 160.00	$ 100.00	$ 14,000.00
4	JustWare Installation (H)	$ 100.00	$ 80.00	$ 320.00
4	JusticeBroker Installation (H)	$ 100.00	$ 80.00	$ 320.00
6	JusticeWebview Installation (H)	$ 100.00	$ 80.00	$ 480.00
16	JustWare Administrator Training (H)	$ 160.00	$ 100.00	$ 1,600.00
12	Document Author Training - Online (H)	$ 160.00	$ 100.00	$ 1,200.00
12	JusticeWebview Query Training - Online (H)	$ 160.00	$ 100.00	$ 1,200.00
4	JusticeBroker Training - Onsite (H)	$ 160.00	$ 100.00	$ 400.00
8	JustWare End User Training (H)	$ 160.00	$ 100.00	$ 800.00
8	JustWare Go Live Assistance (H)	$ 160.00	$ 100.00	$ 800.00
100	Document and Report Services (H)	$ 100.00	$ 80.00	$ 8,000.00

Total Services: $29,120.00

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Comments

Besides the service hours identified specifically for JusticeWebview, there are 15 hours of Document and Report Services and 10 hours of Project Management allocated to JusticeWebview set-up.

Custom Development

Qty	Description	List Price	Quoted Price	Total
100	Data Conversion (H)	$ 200.00	$ 135.00	$ 13,500.00
440	JusticeBroker Adapter (H)	$ 200.00	$ 135.00	$ 59,400.00

Total Custom Development: $72,900.00

Comments

Custom development will be completed as described in the Statement of Work.

Travel and Per Diem

Qty	Description	List Price	Quoted Price	Total
14	Per Diem paid by Customer -- *This fee is for food and minor expenses associated with travel. Additional actual costs for hotel, rental car and/or shuttle will be invoiced directly to customer. Detailed receipts will be provided.*	$ 100.00	$ 75.00	$ 1,050.00
4	Travel paid by Customer -- *This fee is for the travel time of the professional service personnel. Airline costs will be invoiced directly to customer. Detailed receipts will be provided.*	$ 960.00	$	$

Total Travel and Per Diem: $1,050.00

Comments

Actual travel, transportation, and lodging costs are not listed here, but will be invoiced to the customer upon completion of travel.

Support

Qty	Description	List Price	Quoted Price	Total
19	JustWare Support & Upgrades (L)	$ 575.00	$ 375.00	$ 7,125.00
1	JusticeBroker Support & Upgrades (L)	$ 1,499.00	$ 975.00	$ 975.00
1	Justice Broker Adapter Maintenance (L)	$ 22,000.00	$ 11,250.00	$ 11,250.00
2	JusticeWebview Support & Maintenance (L)	$ 249.00	$ 162.00	$ 324.00
10	DRS Annual Subscription	$ 100.00	$ 80.00	$ 800.00
3	JustWare Annual User's Conference	$ 545.00	$	$

Total Support: $20,474.00

Comments

Our support includes full technical support including unlimited phone calls and emails directly to our *support staff. It also provides access to all upgrades and new releases of the licensed software.*

Total Proposal Cost:	$149,740.00

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Statement of Work

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of the quoted products and services to support Douglas County District Attorney ("Customer") operations.

New Dawn reserves the right, as part of the requirements stated herein, to provide products and services of equal or better quality, of comparable value and certified for operation with New Dawn systems that are available at the time of installation or delivery. These substitutions will be at no additional cost to the Customer, unless the scope of the project is modified by change order. Deviations and changes to this SOW are subject to mutual agreement between New Dawn and the Customer.

Unless otherwise indicated from the context in which it is used, the word "system" will be used herein to refer to the compilation of the foregoing subsystems, interfaces and ancillary systems. The work required by this SOW is divided into the following tasks and deliverables:

1. JustWare Prosecutor

1.1 Units

19 license(s) of the software as defined in the JustWare License Agreement.

1.2 Requirements and Recommendations

Hardware requirements for JustWare database server	
Processor	Intel Pentium 4 or AMD 1.0 GHz or higher
Memory	512 MB or more
* Several factors are involved affecting performance of JustWare. Among them are network bandwidth, server speed (including processor, hard drive and system speeds), memory, and number and function of concurrent users. These specifications are the minimum.	

Hardware recommendations for JustWare database server*				
Clients	Processor	Memory	Hard-disk	Network‡
1-10	Intel P4 or AMD 1.0 GHz or higher	512 MB or more		10MB
11-50	Intel P4 or AMD 1.0 GHz or higher	1 GB or more		10MB
51-100	Intel P4 or AMD 2.0 GHz or higher	2 GB or more		100MB
101-200	Intel Xeon, Dual Core or higher with 1MB cache or higher	2 GB or more	Separate SCSI or Serial-ATA disks for Log and Data files	100 MB
201-500	Intel Xeon, Dual Core or higher with 2MB cache or higher	4 GB or more	Separate SCSI or Serial-ATA disks for Log and Data files	1GB
501+	(Dual) 2 x Intel Xeon, Dual Core or higher with 2MB cache or higher	8 GB or more	Separate SCSI or Serial-ATA disks for Log and Data files	1GB

* Hard disk space requirements are based on the number of cases in the system. Total hard disk space is approximately 128KB per case including document storage.
† All recommendations are assuming JustWare, and ONLY JustWare, are running on the server. Any other applications on the server and/or network must be taken into consideration.
‡ *DEDICATED* bi-directional network bandwidth for the server or connection point between the server and clients (including internet connection if applicable)—each client requires a minimum of 384K dedicated bandwidth.

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Hardware requirements for JustWare client

Processor	Intel Celeron or AMD 1.0 GHz or higher
Memory	128 MB (512 MB recommended) or more
Hard-disk	50 MB

Software requirements for JustWare server

Windows Server	Windows Server 2000	Service pack 4 or later
	Windows Server 2003 or later	Any edition
Microsoft SQL Server	SQL Server 2000 service pack 3 or SQL Server 2005	
JustWare Database	4.6.6	
.NET Framework[1]	1.1 or later	
JustWare Email Reminder Service[1]	1.0	

[1] Optional components that may be installed on a separate server with access to the database and an SMTP relay server.

Software requirements for JustWare client

Windows[1]	Windows 2000	any edition—service pack 4 or later
	Windows XP	any edition—service pack 1 or later
	Any Rich Text compatible word processor	
Word Processor[2]	WordPad	
	Word	
	WordPerfect	
	Open Office	
	Open Office	

1.3 New Dawn Responsibilities

a. Provide Client Installation files for JustWare.
b. Provide Server Installation files for JustWare.
c. Provide documentation for JustWare End-Users and System Administrators.

1.4 Customer Responsibilities

a. Agree to the JustWare License Agreement.
b. Meet minimum hardware and software requirements for all machines running the JustWare client software.
c. Provide at least one machine meeting minimum hardware and software requirements for the JustWare database server.
d. Maintain proper functionality of all hardware and software systems required for the operation of JustWare as stated herein.

1.5 Completion Criteria

This task is considered complete upon installation of the software to the Customer.

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2. JusticeBroker

2.1 Units
1 license(s) of the software as defined in the JusticeBroker License Agreement.

2.2 Requirements and Recommendations

Hardware requirements for JusticeBroker server*	
Processor	Intel Pentium 4 or AMD 1.0 GHz or higher
Memory	1GB or more

* Several factors are involved affecting performance of JusticeBroker. Among them are network bandwidth, server speed (including processor, hard drive and system speeds), memory, size, number of interface connections installed and number/frequency of the transactions being received. These specifications are the minimum.

Software requirements for JusticeBroker server		
Windows Server[1]	Windows Server 2000	Service pack 4 or later
	Windows Server 2003 or later	Any edition
JustWare Database[2]	4.6.6	
Internet Information Server	5.0 or later	
.NET Framework	2.0 or later	

[1] This machine must participate on an Active Directory Network
[2] JustWare database may reside on the same or a separate server.

Software requirements for JusticeBroker client	
Web browser[1]	IE 6.0 or later or compatible

[1] Client machines require a connection to the server either through the Intranet or the Internet and Internet Explorer for accessing JusticeBroker. Recent versions of Netscape and Firefox web browsers are supported.

2.3 New Dawn Responsibilities
a. Provide Server Installation files for JusticeBroker.

2.4 Customer Responsibilities
a. Agree to the JusticeBroker License Agreement.
b. Meet minimum hardware and software requirements for all machines running the JusticeBroker configuration client software.
c. Provide at least one machine meeting minimum hardware and software requirements for the JusticeBroker server.
d. Maintain proper functionality of all hardware and software systems required for the operation of JusticeBroker as stated herein.

2.5 Completion Criteria
This task is considered complete upon installation of the software to the Customer.

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3. JusticeWebview

3.1 Units
2 concurrent license(s) of the software as defined in the JusticeWebview License Agreement.

3.2 Requirements and Recommendations

Software requirements for JusticeWebview server*

Windows Server[1]	Windows Server 2000	Service pack 4 or later
	Windows Server 2003 or later	Any edition
Microsoft SQL Server[2]	SQL Server 2000 service pack 3	
Microsoft SQL Server Reporting Services[2]	SQL Reporting Services 2000 service pack 1 or later	
JustWare Database[3]	4.6.6	
Internet Information Server	5.0 or later	
.NET Framework	1.1 or later	

[1] This machine must participate on an Active Directory Network
[2] Use the same edition (Standard, Enterprise, Developer)
[3] it is recommended that an additional replicated database be used for JusticeWebview access since queries and high traffic may degrade performance of the live database. You may use mobilelync to accomplish this.

Software requirements for JusticeWebview clients

Web browser[1]	IE 6.0 or later or compatible
Microsoft Visual Studio[2]	Visual Studio® .NET 2003 or later

[1] Client machines require a connection to the server either through the Intranet or the Internet and Internet Explorer for viewing JusticeWebview reports. Recent versions of Netscape and Firefox web browsers are supported.
[2] This tool is required for designing queries and reports in JusticeWebview. Any edition or the standard edition of Visual Basic® .NET, Visual C#® .NET, Visual C++® .NET Standard, or Visual J#® .NET to use Report Designer. Report Designer can be installed on the same computer as Report Server components or on a separate computer. Visual Studio .NET 2003 must be used for SQL Server 2000 installations.

Hardware requirements for JusticeWebview server*

Processor	Intel Pentium 4 or AMD 1.0 GHz or higher
Memory	512 MB or more

* Several factors are involved affecting performance of JusticeWebview. Among them are network bandwidth, server speed (including processor, hard drive and system speeds), memory, size and number of reports installed, and number of concurrent users. These specifications are the minimum.

3.3 New Dawn Responsibilities
a. Provide Server Installation files for JusticeWebview.
b. Provide documentation for JusticeWebview System Administrators.

3.4 Customer Responsibilities
a. Agree to the JusticeWebview License Agreement.
b. Meet minimum hardware and software requirements for all machines running and hosting the JusticeWebview software.

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c.   Provide at least one machine meeting minimum hardware and software requirements for the JusticeWebview web server.

d.   Maintain proper functionality of all hardware and software systems required for the operation of JusticeWebview as stated herein.

3.5 Completion Criteria

This task is considered complete upon installation of the software to the Customer.

4. Acceptance Testing / System Certification

4.1 Description

New Dawn and Customer have agreed on a methodology for final certification of this case management system, the JusticeBroker Adapter (Spillman interface) and the JALAN data conversion. The Acceptance Test Criteria document (Statement of Work, Section 4.5) is the controlling list for the test of the case management system, the adapter, and data conversion. The performance requirements of the adapter and data conversion are defined in Sections 18 and 19.

The outlined testing process will be followed separately for the JustWare system, the JusticeBroker Adapter (Spillman interface) and the JALAN data conversion. Each acceptance testing process will be limited to the features and functions directly related to, or affected by, the item being tested.

4.2 Certification Test Period

The certification test period begins with functional testing and ends with a thirty (30) day period starting at a mutually agreed date once all systems are live and in productive use.

4.3 Functional Testing

During the Certification Test process, each system will be tested and certified at a functional level. The functional testing will be conducted at the Douglas County District Attorney's Office operating in the live system. The functional testing will be conducted prior to system "go-live" and will last no more than 2 (two) days. Using the Acceptance Test Criteria document as the controlling document, transactions, commands, screens, displays, functions and features will be exercised by the County. During this test phase, errors or non-compliant functions are typically identified. These will be recorded on service requests and included in a "punch list". New Dawn will modify the systems to correct these problems.

Following the correction of the reported problems, New Dawn will notify the County that the problem is ready to be re-tested. Upon confirmation that individual problems have been corrected, that item will be removed from the punch list.

Additional defects may be identified during re-testing, performance monitoring and during ongoing use. This is normal, and the problems will be corrected as part of the standard software warranty period. The identification of additional defects will not prevent system acceptance

Problems encountered during the Certification testing must be reported to the New Dawn Project Manager or his designated deputy. These include problems in the functional use of the system and/or system downtime. The service request form should be submitted to New Dawn on a daily basis, noting the date, command, tester name, and the situation under which the system did not perform according to expectation. Discrepancies in documentation and minor system problems may be handled by faxing a

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completed copy of each service request to New Dawn.

Severe problems in the functional use of the system and/or system "downtime" are immediately reported by contacting New Dawn at the toll free number listed below. Briefly describe the nature of the problem and supply the name of the contact person. In addition, complete a service request and forward as usual to New Dawn.

When completing the appropriate forms, fill in all pertinent information. Describe in detail what function was performed and the discrepancy with the Specification. If possible, print the screen presented when the function was performed, and any resultant output, and attach these to the form.

4.4 System Certification

The County will provide system certification, sign off and final payment when the punch-list of service requests have been fixed or a County approved work around has been established, and when the 30 (thirty) day certification period has ended.

4.5 Acceptance Testing Criteria

	Acceptance Item	Accept	No Acceptance / Further Action Required
1.	The software application must have the ability to run via Microsoft Terminal Services to allow access in remote Lake office location.		
2.	The software application's database must be fully relational and require only single entry of data elements, for example, Name records must be entered only once and linked to other tables by reference only. There must be no duplicate entry of data elements.		
3.	Software application must allow users to access the same name and/or case records concurrently without record locking.		
4.	The software application should allow all searching results to be exported and printed.		
5.	The software application must maximize the use of function keys for one-stroke execution of key commands.		
6.	The software application should provide a state statute table with administrator ability to update change and delete as necessary.		
7.	Data entry screens must not allow the entry or modification of data until users explicitly instruct the application to do so.		
8.	The software application must allow for all coded values to be user-defined.		
9.	The software application must allow for easy modifications or additions to drop down menus.		
10.	The software application must allow administrator defined data entry formatting in applicable free text entry fields, i.e., Phone Number (###) ####### x#####, ZIP Code [#####(-####)][or Canadian ZIP Code ?#? #?#].		
11.	The software application must support auto-filtering on all coded lookup fields, e.g., typing 'M' in the Gender fields automatically fills 'Male' in the data		

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	entry box.		
12.	The software application must store and link information with the appropriate case using electronic case folders that contain automatically generated documents or any valid system file.		
13.	The software application must provide a method for automatically linking and generating events, case status changes, documents and correspondence.		
14.	The software application must accommodate single Name record entry in a fully relational table; for example, a name is entered only once and can then be linked with information anywhere else in the application. The software application must require that all name records be entered in the same table.		
15.	The software application must be able to track an unlimited number of addresses, phone numbers and e-mails for any name.		
16.	The software application must be able to track an unlimited number of relationships between Name records.		
17.	The software application must provide Rich Text Formatted (RTF) entry, and username and data stamping for 'Name and Case' notes.		
18.	The software application must be able to generate a 'rap sheet' for all involvements tracked in the application for any individual.		
19.	The software application must allow users to view all case involvements to a name on one screen, i.e., a name inquiry identifies at a minimum, all aliases, all cases, the person's relationship to each case (for example, client, defendant, victim, witness, or parent/guardian of juvenile) and any associated charges.		
20.	The software application must store an unlimited number of aliases.		
21.	The software application must allow for an unlimited number of witnesses and victims per case.		
22.	The software application must record and unlimited number of charges per case, per defendant.		
23.	The software application must visually prompt users if an individual is a juvenile.		
24.	The software application must be able to link cases to other cases.		
25.	The software application must be able to link charges to law officers, persons involved in the case, and events.		
26.	The software application must provide a name table that contains ALL names entered. The name table must handle the names of people, businesses, and group names.		
27.	The software application must allow users to view all cases linked to a name, and from this view allow users to go directly to a chosen case.		
28.	The software application must allow users to enter an unlimited number of name-specific relationships, such as, brother, sister, business associate, etc.		
29.	For each Name record, the software application must provide comments and notes fields that have unlimited entry capacity (within disk storage limits) and include a rich text editor.		
30.	The software application must allow for administrator defined visual alert prompts for users for key name and case information.		
31.	The software application must allow for adding an unlimited number of user-		

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	defined fields for case and name information.		
32.	The software application must be able to categorize a case with multiple case types, such as, but not limited to Civil, Criminal, and Misdemeanor.		
33.	The software application must allow users to conduct searches for Name records using many combinations of search criteria, including, but not limited to, partial name, address, social security number, date of birth, sex, race, hair color, eye color, approximate height, and approximate weight.		
34.	The software application must store an unlimited number of associated law enforcement agencies and law enforcement numbers per case.		
35.	The software application must store an unlimited number of associated courts and court numbers per case.		
36.	The software application must allow users to link a defendant's charges to specific involved persons, such as witnesses and victims.		
37.	The software application must allow users to link a defendant's charges to specific law officers.		
38.	For cases with multiple charges, the software application must allow users to automatically repeat similar charge information.		
39.	The software application must allow users to track location information for the charge(s).		
40.	The software application must allow users to track fine, fee, and restitution information for each charge.		
41.	For each charge, the software application must track the sentence, the sentence credit and suspended time, and the sentence location.		
42.	The software application must track conditions of the court placed on the case.		
43.	The software application must provide the ability to track event information including, but not limited to, type, location, date and time, and event notes.		
44.	The software application must allow users to link an involved person's events to a case.		
45.	The software application must display case and non-case event information in an intuitive PIM (Personal Information Manager) format similar to Microsoft Outlook calendar.		
46.	The software application must provide the ability to track attorney and court information including, but not limited to, court location, docket number, judge name, court notes, all attorneys involved, attorney type, and attorney date assignment.		
47.	The software application must provide for the easy retrieval of information by using on-screen searching.		
48.	The software application must provide the ability to search on parts of names, addresses, and other data elements.		
49.	The software application must provide the ability to search on ranges of information in applicable fields, such as date and weight fields.		
50.	The software application must provide the ability for reports to be exported to multiple formats.		
51.	The software application must provide the ability for reports to be distributed to and viewed by personnel not using the application.		

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52.	The software application must provide the ability to format reports to accommodate multiple paper sizes, and viewing layouts.			
53.	The software application must allow the general user to easily run reports without having any report writing knowledge.			
54.	The software application must allow documents to be created with Microsoft Word or Corel WordPerfect.			
55.	The software application must allow generated documents to be automatically linked to a case file for future reference.			
56.	The software application must allow users to automatically generate documents from within the application, without having to manually open the word processor program.			
	Data Conversion			
57.	Case record count in converted data must match case record count in previous system.			
58.	Statute table in converted data must match statute table in previous system.			
59.	Pre-selected sample cases in previous system match data in the converted data			
	JusticeBroker Adapter			
60.	Adapter runs upon designated schedule.			
61.	Adapter queries new arrests since the last time it was ran based on data entry policy selected by Sheriff's office to designate new arrests.			
62.	Log file contains success and failure notifications			
63.	Administrator has the ability to map coded values coming from the arrest system into defined values in the software application.			
64.	Data in software application matches pre-selected sample arrest information in Sheriff's system.			

Accepted and Approved by Customer

_____

Signed

_____

Title and Date

Accepted and Approved by New Dawn Technologies

_____

Signed

_____

Title and Date

5. JusticeWebview Query Builder (Visual Studio.NET)

5.1 Description

JusticeWebview Query Builder (Visual Studio.NET) software is a software tool, created by Microsoft that allows for the Customer defined query building for JusticeWebview. This tool is required for designing queries and reports in JusticeWebview. Any edition or the standard edition of Visual Basic® .NET, Visual C#® .NET, Visual C++® .NET Standard, or Visual J#® .NET can be used as the Report Designer. *Report Designer can be installed on the same computer as Report Server components or on a separate computer.* Visual Studio .NET 2003 must be used for SQL Server 2000 installations. Visual Studio .NET 2005 must be used for SQL Server 2005 installations.

5.2 Customer Responsibilities

a. Install JusticeWebview Query Builder (Visual Studio.NET) on each Customer identified JusticeWebview query builder computer.
b. Ensure that JusticeWebview query reports are being backed up offsite or in a secure location.
c. Ensure that query builder author computers meet the minimum requirements for report authoring.

5.3 Completion Criteria

This task is entirely the responsibility of the customer.

6. Document Author Software (JDA)

6.1 Units

1 license(s) of Document Author Software (JDA).

6.2 Description

Document Author or JDA (JustWare Document Automation) software is a software tool that integrates with the rich text format functionality of word processors to allow for the automatic creation of documents from within JustWare.

6.3 New Dawn Responsibilities

a. Assist with the online installation of JDA software.
b. Provide documentation and reference material for JDA software.
c. Provide a valid license key for each license purchased.
d. Provide a valid replacement license key for each licenses purchased.

6.4 Customer Responsibilities

d. Install JDA software on each Customer identified document author computer.
e. Ensure that document templates are being backed up offsite or in a secure location.
f. Ensure that document author computers meet the minimum requirements for document authoring.

6.5 Completion Criteria

This task is considered complete when New Dawn has provided the license keys to Customer personnel.

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7. Document Author Training - Online

7.1 Units
12 hour(s) of online instructional training to be provided by New Dawn trainers. Training is conducted after the Go-Live of the agency, online, via the web in blocks of up to 4 hours per day as arranged by Customer and assigned Project Manager.

7.2 Description
The objective of this task is to instruct Customer document author personnel on the document author functionality of JustWare. New Dawn will conduct a training course for designated Customer personnel to acquire the knowledge necessary for document templates to be written for end users to access and generate JustWare created documents.

7.3 New Dawn Responsibilities
a. Instruct designated Customer personnel on the use, setup, and maintenance of the JustWare Document Automation (Ghostfill) software.
b. Instruct designate Customer personnel on the deployment and backup of Customer created *document templates.*
c. Provide a database diagram of the JustWare system to assist in developing document queries.
d. Provide a set of standardized JustWare views for commonly referenced data elements.
e. Provide a standard tool (Ghostfill Apllication) with commonly referenced data elements to *assist in* building the document templates.
f. The assigned New Dawn trainer or Project Manager will track the number of hours used and remaining.

7.4 Customer Responsibilities
a. Assign appropriate personnel to attend online training course.
b. Provide a facility with a speakerphone or phone headset for each attendee.
c. Provide a facility with one computer for each attendee. These computers must have network connectivity to the JustWare Server, have Internet access and meet the minimum requirements for JustWare and have the JDA software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training
d. Schedule all Training sessions in advance in 1 to 4 hour blocks of time.

7.5 Completion Criteria
This task is considered complete when New Dawn has provided the described training to Customer personnel.

8. JusticeBroker Installation

8.1 Description
The objective of this task is to install JusticeBroker on a web server.

8.2 New Dawn Responsibilities

a. Prior to installing, establish a remote access method from Customer. This remote connection will *provide regular access to JusticeBroker web server.*

b. Unless otherwise specified, New Dawn will install JusticeBroker via designated online remote access method.

c. Configure security access methods as specified by the customer, including default passwords, users access and firewall interoperability.

d. Install and configure any JusticeBroker adapters purchased by the customer. These adapters will be installed as they become available if the adapter is being custom developed as part of this or another 'SOW.

e. Install and configure one (1) similar installation/instance on the primary JusticeBroker server or another computer as designated by the customer for JusticeBroker Adapter testing. This installation also includes installing and configuring one (1) test JustWare database as specified by the Customer.

8.3 Customer Responsibilities

a. Provide a computer meeting the minimum system specifications for JusticeBroker Server.

b. Ensure that the web server is setup, operating system is installed and New Dawn personnel have administrative privileges to install JusticeBroker.

c. Ensure this server has connectivity to the JustWare database(s) and any computer or network submitting or receiving information from JusticeBroker.

d. *Provide a remote access method, such as RAS, VPN, Terminal Services, or Citrix for New Dawn personnel to access the JusticeBroker server.*

8.4 Completion Criteria

This task is considered complete when New Dawn has completed the installation of JusticeBroker.

9. JusticeBroker Training - Online

9.1 Units

4 hour(s) of online instructional training to be provided by New Dawn trainers. Training is conducted after the installation, completion and acceptance of the JusticeBroker adapter. Training will be provided in blocks of time of 4 hours per day as arranged by Customer and assigned Project Manager.

9.2 Description

The objective of this task is to provide online instruction to Customer personnel on the management of each New Dawn developed JusticeBroker adapter.

9.3 New Dawn Responsibilities

a. Instruct designated Customer personnel on the use, setup, and maintenance of each JusticeBroker adapter.

b. Instruct designate Customer personnel on how the JusticeBroker adapter will affect the input and *output of JustWare information.*

c. The assigned New Dawn trainer or Project Manager will track the number of hours used and remaining.

9.4 Customer Responsibilities

a. Assign appropriate personnel to attend online training course.

b. Provide a facility with a speakerphone or phone headset for each attendee.

c. Provide a facility with one computer for each attendee. These computers must have network connectivity to the JustWare Server, JusticeBroker server(s), have Internet access and have all software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.

9.5 Completion Criteria
This task is considered complete when New Dawn has provided the described training to Customer personnel.

10. JusticeWebview Installation

10.1 Description
The objective of this task is to install JusticeWebview on a web server.

10.2 New Dawn Responsibilities
a. Prior to installing, establish a remote access method from Customer. This remote connection will provide regular access to JusticeWebview web server.
b. Unless otherwise specified, New Dawn will install JusticeWebview and SQL Server (if requested) via designated online remote access method.
c. Instruct key Customer personnel on the location of the JusticeWebview files that need to be regularly backed up.

10.3 Customer Responsibilities
a. Customer must ensure that web server is setup, operating system is installed and New Dawn personnel have administrative privileges to install JusticeWebview.
b. Customer must ensure that JusticeWebview web server is part of Active Directory Network.
c. Customer must ensure that New Dawn personnel have administrative privileges to the JustWare database server.
d. Provide a remote access method, such as RAS, VPN, Terminal Services, or Citrix for New Dawn personnel to access to the web server.
e. Custom must ensure that JusticeWebview web server database is regularly being backed up.

10.4 Completion Criteria
This task is considered complete when New Dawn has completed the installation of JusticeWebview.

11. JusticeWebview Query Training - Online

11.1 Units
12 hour(s) of online instructional training to be provided by New Dawn trainers. Training is conducted in blocks of up to 4 hours per day as arranged by Customer and assigned Project Manager.

11.2 Description
The objective of this task is to instruct Customer personnel on JusticeWebview Query Builder (Visual Studio.NET) query and report training for the JusticeWebview application. New Dawn will conduct an online training course for designated Customer personnel to acquire the knowledge necessary for defining, creating, securing and deploying reporting service web queries.

11.3 New Dawn Responsibilities

a. Instruct designated Customer personnel on how to design, setup, securing and deploy JusticeWebview queries against Customer's JustWare database(s) utilizing the JusticeWebview Query Builder (Visual Studio.NET) application.

b. Upon notification by the Customer that all initial JusticeWebview Query Builder (Visual Studio.NET) queries have been completed, the assigned New Dawn trainer or Project Manager will spot-check select parameters and databases for accuracy and completeness.

c. The assigned New Dawn trainer or Project Manager will track the number of hours used and remaining.

11.4 Customer Responsibilities

a. Assign appropriate personnel to attend online training course.

b. JustWare installation must be completed.

c. JusticeWebview installation must be completed.

d. Internet Explorer and/or Mozilla Firefox installed on each workstation for JusticeWebview query testing.

e. Identify key personnel representing the various functional units who will be using JusticeWebview in order to define key queries.

f. Provide a facility with a speakerphone or phone headset for each attendee.

g. Provide a facility with one Internet accessible computer for each attendee. These computers must have network and connectivity to the JustWare server and JusticeWebview web server, meet the minimum requirements for JusticeWebview Query Builder (Visual Studio.NET) and have all software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.

11.5 Completion Criteria

This task is considered complete when New Dawn has provided the described training to Customer personnel.

12. Project Management

12.1 Description

Comprehensive and proactive project management with direct communications between New Dawn and the Customer are necessary to coordinate and manage the delivery of items included in this Statement of Work (SOW). This approach may include a combination of onsite, online training and coordination visits, online collaboration, and phone conferences.

To ensure a smooth transition from Sales to Implementation, a **Project Kickoff Meeting** conference call between New Dawn and Customer resources will be scheduled after the contract signing payment has been received. This meeting may take place onsite if requested and Customer opts to allocate one of the onsite trips for this purposes or purchases additional onsite travel and per diem. This meeting will include key personnel from the Customer and New Dawn, including your New Dawn assigned Project Manager, your New Dawn Account Executive you worked with for the purchase of the items in the SOW and your Customer Account Executive who will be assigned to your agency for any subsequent add on contracts.

A **Communication Management Plan** will be presented to the Customer after the Kickoff Meeting by the assigned New Dawn project manager. This plan will include a clear line of authority for decisions and communication for both New Dawn and the Customer. Details and responsibilities for the recurring status meetings and status reports will also be included.

The assigned New Dawn project manager will present a **Change Management Plan** to the Customer after the Kickoff meeting. Any change that is made to the project that is outside the scope of this SOW or Project Plan will be subject to the change management plan. This plan will include a clear line of authority for decisions and communication for both New Dawn and the Customer. Details and responsibilities for the recurring status meetings and status reports will also be included.

A finalized **Project Plan** that includes timelines and responsibilities for all involved resources will be presented to the Customer. This Project Plan will include any identified implementation tasks, priorities, inter-dependencies, and other requirements needed to complete the line items in this SOW. Any change that is made to the project that is outside the scope of this SOW or Project Plan will be documented in a change form according to the Change Management Plan and signed by both parties. If the change involves additional products or services, a Customer Account Executive will coordinate additional contracts.

12.2 New Dawn Responsibilities
a. Designate a Project Manager who will direct New Dawn's efforts and serve as the primary point of contact for the Customer.
b. Coordinate and conduct the Project Kickoff Meeting.
c. Develop the Communication Management Plan.
d. Develop and distribute the Change Management Plan.
e. Develop and submit the Project Plan within 30 days of the Project Kickoff Meeting.
f. Coordinate and oversee the completion of all line items in this contract according to the SOW and Project Plan.
g. Conduct status meetings via telephone, e-mail, and/or on-site, with the Customer's Project Manager and designated staff on a regular basis, or as may otherwise be reasonably required to discuss project status.
h. Send out email summaries of meetings to all participants.
i. Coordinate resolution to items deviating from the Project Plan, SOW or Contract, ensuring Change Order requests are signed by both parties.
j. Provide timely responses to issues related to project progress raised by the Customer's Project Manager.

12.3 Customer Responsibilities
a. Designate a Project Manager who will direct the Customer efforts and serve as the primary contact for the New Dawn Project Manager.
b. Coordinate appropriate Customer personnel to attend the Project Kickoff Meeting.
c. Approve and implement the Communication Management Plan.
d. Approve and implement the Change Management Plan.
e. Participate in the development of the Project Plan.
f. Review the final Project Plan and identify in writing any specific changes necessary within ten (10) business days of receipt.
g. Assist New Dawn in measuring and evaluating progress against the Project.

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h. Coordinate Customer resources according to the SOW and Project Plan.
i. Participate in scheduled status meetings with New Dawn's Project Manager.
j. Work with the New Dawn Project Manager in submitting and approving Change Order requests on all items deviating from the Project Plan, SOW or Contract.
k. Provide timely responses to issues related to project progress raised by New Dawn's Project Manager.
l. Act as liaison and coordinate with other governmental agencies and the Customer's vendors, contractors, and common carriers.
m. Approve and release payments in a timely manner according to the payment milestones.

12.4 Completion Criteria

Project management is considered complete upon successful delivery or completion of all line items in this contract.

At this time the New Dawn Project Manager will conduct a **Project Closure Meeting**, verifying and validating that the project terms and conditions have been met and all parties recognize the end of the project.

New Dawn will:
a. Provide a customer an overview of each contact line item, dates it was delivered, invoiced and paid (if Applicable), and approved changes documented in the Change Management Plan.
b. Discuss any remaining contract items and provide the customer with a schedule for completion.
c. Provide a clear explanation of the New Dawn terms and conditions of ongoing support and begin hand off support questions to the New Dawn Support department.

Customer Agrees to:
a. Ensure that all contract items have been delivered, invoiced, and paid.
b. Discuss and agree to any plan put forth by the project manager to ensure the completion of any outstanding contract items.
c. Begin utilizing the New Dawn support department for questions and assistance according to the conditions of the Support Agreement(s).

13. JustWare Installation

13.1 Description
The objective of this task is to install JustWare on the database server and if required by Customer, install Microsoft SQL Server.

13.2 New Dawn Responsibilities
a. Prior to installing, establish a remote access method from Customer. This remote connection will also provide regular access to the JustWare server.
b. Unless otherwise specified, New Dawn will install JustWare via designated online remote access method.
c. Instruct key Customer personnel on how JustWare Server Installation software operates for client deployment, backup installation, and blank database creation purposes.
d. Instruct key Customer personnel on the location of the database files that need to be regularly backed up.
e. If requested, install Microsoft SQL Server.

13.3 Customer Responsibilities

a. Customer must ensure that database server is setup, operating system is installed, client workstations are networked and New Dawn personnel have administrative privileges to install SQL Server (if needed) and JustWare.
b. Customer must ensure that New Dawn personnel have administrative privileges to the database server, JustWare template and document directories and at least one directory used for upgrades.
c. Provide a remote access method, such as RAS, VPN, Terminal Services, or Citrix for New Dawn personnel to access database server.
d. Customer must ensure that SQL Server database files are regularly being backed up.

13.4 Completion Criteria

This task is considered complete when New Dawn has completed the installation of JustWare.

14. JustWare Administrator Training

14.1 Units

16 hour(s) of instructional training to be provided by New Dawn trainers. Training is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager.

14.2 Description

The objective of this task is to instruct Customer personnel on configuration requirements for functional operation of JustWare. New Dawn will conduct a training course for designated Customer personnel to acquire the knowledge necessary for entering data in the JustWare code tables (personnel records, agency details, system codes, workflow, document templates, application access controls etc.) and to configure JustWare parameters.

14.3 New Dawn Responsibilities

a. Instruct designated Customer personnel, including JustWare administrator(s) and IT staff, on completing the configuration of JustWare.
b. Instruct training participants on the use of JustWare from the end-user perspective.
c. Instruct training participants on the configuration options of JustWare.
d. Provide focused training to key personnel representing the functional units identified with the Customer's agency.
e. Upon notification by the Customer that all configurations have been completed, the assigned New Dawn trainer or Project Manager will spot-check select parameters and databases for accuracy and completeness.

14.4 Customer Responsibilities

a. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in Travel fees and Customer acknowledges that they will pay these fees.
b. JustWare Installation must be completed.
c. Customer must complete the Training Focus worksheet prior to scheduling of Training.
d. Identify key personnel representing the various functional units who will be using JustWare.
e. Assign appropriate personnel, to include JustWare administrator and key personnel from each functional unit, to attend JustWare Administrator training course.

f.   Provide a facility with one computer for each attendee and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.

14.5 Completion Criteria
This task is considered complete when New Dawn has provided the described training to Customer personnel.

15. JustWare End User Training

15.1 Units
16 hour(s) of instructional training to be provided by New Dawn trainers. Training is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager.

15.2 Description
The objective of this task is to instruct Customer personnel on the functional operation of JustWare. Training sessions will be separated by functional group and the length of each session will depend on the responsibilities of each functional group as prearranged by Customer and Assigned Project Manager.

15.3 New Dawn Responsibilities
a.   Provide focused end-user training for each functional group (up to 20 individuals per group), including practical exercises.
b.   Provide focused end-user documentation in the form of quick-start guides for each functional group.
c.   Identify trainees who may need additional assistance and follow-up.

15.4 Customer Responsibilities
a.   Make arrangements and assignments for all required personnel to attend JustWare training with their appropriate functional group.
b.   Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in additional Travel fees and Customer acknowledges that they will pay these fees.
c.   Provide a facility with one computer for each attendee up to 20 attendees, and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.
d.   Provide office workflow and JustWare responsibility documentation for all end-users.
e.   Provide data entry policies and procedures for each functional group.
f.   Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

15.5 Completion Criteria
This task is considered complete when New Dawn has provided the described training to Customer personnel.

16. JustWare Go Live Assistance

16.1 Units
8 hour(s) of onsite assistance to be provided by New Dawn trainers or assigned Project Manager during JustWare go-live.

16.2 Description
The objective of this task is to provide focused onsite assistance during the go live of JustWare. Go live will occur after Administrative Training, JustWare End User Training and following the completion of any templates and documents created by New Dawn's Document and Report Writing staff.

16.3 New Dawn Responsibilities
a. Provide onsite training, general support and assistance to JustWare end users, administrators, and managers.
b. Identify trainees who may need additional assistance and follow-up.

16.4 Customer Responsibilities
a. Customer acknowledges that any scheduling changes from a scheduled onsite go live trip that is canceled by Customer may result in Travel fees and Customer acknowledges that they will pay these fees.
b. Work with assigned Project Manager to determine go live dates for JustWare implementation.
c. Follow up with any system users who may need extra help and assistance in order to grasp needed concepts.

16.5 Completion Criteria
This task is considered complete upon completion of go live onsite services.

17. Document and Report Services

17.1 Units
120 billable hour(s) of development completed by a New Dawn Technologies Document and Report Specialist and coordinated by New Dawn assigned Project Manager.

17.2 Description
Document and Report Services (DRS) is a service provided to Customers by a New Dawn Document and Report specialist for the development of the customer's documents and reports. These documents and reports may be created in any of the products supported by New Dawn and owned by the Customer, at the discretion of the Customer. Documents may be written in GhostFill, and Reports may be written in either ReportBuilder (a component of JustWare) or as a JusticeWebview query. Documents and Reports may be used to display information from the JustWare database, but may not be used to update or insert information into the JustWare.

17.3 New Dawn Responsibilities
a. Project Manager will provide assistance to Customers for completion of document and/or report specifications.

b. Document and Report specialist will develop the documents and/or reports according to the specifications provided.
c. Provide training and overview of template location, training on proper backup of templates and reports, training on mapping of templates in JustWare Maintenance program.

17.4 Customer Responsibilities
a. *Assign staff that are familiar with document and report output in order to define specifications of reports and templates.*
b. Work with Project Manager to create document and/or report specifications.
c. Review documents and/or reports when development is completed to ensure the work completed matches the specifications.
d. Ensure regular backup occurs for templates and reports.

17.5 Completion Criteria
This task is considered complete when billable hour(s) of development purchased by Customer have been used.

18. JusticeBroker Adapter - Douglas County District Attorney Arrest Citation Filing

18.1 Description
New Dawn will develop a custom JusticeBroker Adapter to the following specifications:

Douglas County Sheriff's Office to Douglas County District Attorney (JustWare)

Douglas County Sheriff's Office (DCSO) has purchased a records management system from Spillman Technologies. New Dawn will work jointly with Spillman Technologies to develop a data exchange from DCSO to Douglas County District Attorney's Office (DCDAO).

The information contained in this interface will be arrest and citation data. DCDAO has agreed that the following data elements will be exchanged. Any data elements not listed below are not covered by this statement of work and may require adjustments to the project time and cost requirements.

MASTER ID NUMBER	EMPLOYER
DCSO CASE NUMBER	ARRESTING DEPUTY
DEFENDANT'S NAME	ARRESTING AGENCY
ALIAS'S	DATE OF ARREST
DATE OF BIRTH	TIME OF ARREST
CURRENT STREET ADDRESS	LOCATION OF ARREST
CURRENT MAILING ADDRESS	DATE RECEIVED (BOOKED)
PHONE NUMBER	TIME RECEIVED (BOOKED)
PHYSICAL DESCRIPTION	CHARGE(S) (title)
SEX	WARRANT NUMBER IF APPLICABLE
RACE	BAIL
EYES	CRIME CODE (NRS, Douglas County code)
HAIR	NOC CODE (Nevada Offence Code)
HEIGHT	COURT DATE AND TIME

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WEIGHT	RELEASE DATE AND TIME
SOCIAL SECURITY NUMBER	CO-DEFENDANT INFORMATION *
DRIVER'S LICENSE NUMBER	VICTIM INFORMATION *
DRIVER'S LICENSE STATE	WITNESSES INFORMATION *
OCCUPATION	ALL OFFICERS INVOLVED *

* Only information that is tracked at DCSO will be converted. Most likely this will include contact information, physical descriptors, and numbers associated to the name record.

Spillman Technologies will allow New Dawn to query the DCSO database via their XML Query Server. The end-users at DCSO will be responsible for setting a status in their system on each arrest to mark it as "ready to send" to DCDAO. Once or twice a day, a query will be made to pull over all new arrests since the last time it ran. Only new arrests will be transferred in the interface. No updates to an arrest will be transferred. The incident number will uniquely identify each arrest. This incident number will be used to determine if an arrest has already been submitted.

New Dawn estimates this project will take fourteen weeks to complete. Timelines will be coordinated by Project Managers at New Dawn for all parties involved and will include **Interface Design, Review, Testing,** and **Sign-off** phases.

Any changes affecting the scope of this JusticeBroker Adapter are subject to an hourly rate of $200 per hour.

18.2 New Dawn Responsibilities
a. **Develop** the JusticeBroker Adapter code according to the final specifications. This Adapter will utilize the JusticeBroker engine for data value mapping, scheduling, transport, security, logging and business rule processing where possible to ensure future compatibility with enhancements to any New Dawn products including the JustWare database.
b. Conduct the **Testing and Sign-off** phase of the project by working with Customer subject matter and technical expert(s) and any participating 3rd party as designated by the Customer to ensure the Adapter meets the specifications. This phase will consist of executing several example exchanges to/from a test JustWare database. During this phase, New Dawn will work with the Customer to properly configure JusticeBroker, and review the data in JustWare.
c. The New Dawn Project Manager will assist in the data review with the Customer end-users.
d. Redevelop the JusticeBroker Adapter code as specified by change request during the Review and Sign-Off phase.

18.3 Customer Responsibilities
a. Provide subject matter and technical expert(s) who is familiar with the data being exchanged. The subject matter expert(s) will work with New Dawn during **Interface Design** and **Review and Testing and Sign-off** phases.
b. Direct and coordinate the development efforts of any 3rd party participating in this Exchange.
c. Direct and coordinate the connection methods in which interface will function, in accordance with the **Adapter Specification,** of any 3rd party participating in this Exchange.
d. Understand that New Dawn is responsible for providing or accepting the data according to the final **Adapter Specification.** New Dawn is not responsible for the operation of any participating 3rd party system.
e. Review the example exchange data and provide change requests or sign-off within ten (10) business days.

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f.   Understand that the Customer and participating 3rd party own the data. The data being exchanged will only be modified to fit the format of the JustWare system.

18.4 Completion Criteria
This task is considered complete when New Dawn has received formal sign-off from the Customer or if ten (10) days pass without receipt of either a change request or sign-off from the Customer during the **Testing and Sign-Off** phase of the project.

19. Data Conversion - Douglas County JLAN Data Conversion

19.1 Description
New Dawn will provide a solution to allow the transition of historical data from the Customer's system to JustWare. The data currently contained in the Customer's JLAN system represents their current *records management system.*

Based on a documents sent to us by Customer, the data to be converted will consist of the fields listed below. The customer is responsible for exporting the data to a fixed-width file and providing it to New Dawn.

Case Year	Date of Conviction	Disposition Century
Case Number	Alpha Charge Desc.	Disposition Code
Charge	Book Year	Disposition Comment
Last Name	Case Number	Disposition Day
First Name	Code Book I.d. For Charge	Disposition Month
Middle Name	Code Number For Charge	Disposition Year
Birth Century	Crime Degree	Incident/police Number
Birth Year	Crime Type	Responsible Agency
Birth Month	Master Person Key	Judge
Birth Day	Number Of Counts	Maximum Sentence Days
Soc. Sec. No.	Offense Day	Maximum Sentence Months
Case Disposition Cde	Offense Month	Maximum Sentence Years
Arrest Century	Offense Time	Minimum Sentence Days
Arrest Year	Offense Year	Minimum Sentence Months
Arrest Month	Sequence Number	Minimum Sentence Years
Arrest Day	Court Of Disposition	
Arrest Time	Court Of Jurisdiction	

In addition, the Douglas County statute table will be exported and converted. This statute table will be used to convert their charge information.

If the Customer decides they do not want some of the fields listed above converted, they can be removed from the conversion without penalty. Any databases, tables or fields not listed above are not covered by this statement of work and may require adjustments to the project time and cost requirements. This quoted cost only includes the work of converting the fields listed above, which will be provided to New Dawn before work on the conversion begins. These fields must be the same as those provided for the final conversion.

New Dawn estimates this project will take six weeks to complete. This timeline is divided into three project phases described below.

Data Discovery – The process of mapping data fields from the customers system(s) being converted to the appropriate field in a JustWare database. [1 week]

Development – The development of the code to perform the conversion. [2 week]

Review and Sign-Off – New Dawn provides the customer with a fully functional JustWare database to use for data verification against their old system(s). Any necessary changes are made to the conversion at this time. New Dawn suggests that the Customer review the converted data over a broad sampling of cases to ensure all data is correctly represented where possible. Each time a new JustWare database is provided to the Customer for review, the Customer needs to respond with either a change request or sign-off. [3 week]

Any changes affecting the scope of this Statement of Work (SOW) are subject to an hourly rate of $200 per hour.

19.2 Customer Responsibilities
a. Provide conversion database(s) to New Dawn in the format listed above.
b. Provide subject matter expert(s) who know the data being converted. The subject matter expert(s) will work with New Dawn during the Data Discovery and Review and Sign-Off phases.
c. Review the example conversion data and provide change requests or sign-off within ten (10) business days.
d. Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the JustWare system.
e. Provide final Customer conversion fixed-width file.

19.3 Completion Criteria
This task is considered complete when New Dawn has received formal sign-off from the Customer based on the performance described in this section and the acceptance criteria listed in Section 4 or if ten (10) days pass without receipt of either a change request or sign-off from the Customer during the Review and Sign-Off phase of the project.

19.4 Data Conversion Warranty
a. New Dawn warrants that the data conversion will be developed on or before system "go-live". If New Dawn is unable to meet the standards of this agreement for the data conversion by system "go-live" or cannot remedy errors revealed by acceptance testing within 180 days of system "go-live" New Dawn will refund the cost listed in the price section of this agreement for the line item data conversion.
b. This warranty is void if:
    i. the Customer does not meet the responsibilities identified in this section;
    ii. the Customer does not supply the agreed upon data and/or files in the agreed upon format;
    iii. the Customer does not supply the agreed upon data and/or files in a timely manner and at least 6 weeks prior to system "go-live";
    iv. the Customer does not deliver a notice of error or change request as prescribed in Sections 4 and 19.3.

20. Per Diem paid by Customer

20.1 Units
12 base daily fee(s) to be utilized for onsite meal expenses by New Dawn personnel for onsite services provided in this Statement of Work (SOW). In addition to the base daily fee(s) allocated for meals, direct invoices and corresponding documentation will be invoiced and provided to Customer for hotel, rental car, shuttle, and/or taxi fees.

20.2 Description
Base daily per diem fee(s) listed will be utilized for meal expenses during the delivery of onsite services provided for Customer. Customer agrees that they will also pay for the following items based on the following guidelines:

a. Upon Customers recommendation the most economical business class hotel will be utilized. Customer will receive invoice from New Dawn's Accounts Receivable department with purchase documentation and copy of the receipt(s) for billing and payment purposes.

b. Customer is not responsible for additional hotel expenses other than room rate and tax associated during onsite services.

c. Customer is not responsible for additional hotel expenses associated with additional personal travel fees at the beginning or end of onsite service visit.

d. Customer will receive invoice from New Dawn's Accounts Receivable department with purchase documentation and copy of the receipt(s) for any rental car, shuttle, or taxi fees.

e. Unless required, (i.e. additional equipment, additional Customer authorized New Dawn staff, or weather circumstances) New Dawn will reserve the most economical midsize rental vehicle.

f. Customer is only responsible for rental car, shuttle, and/or taxi fees associated with the direct travel from and to Customer location.

20.3 New Dawn Responsibilities
a. If New Dawn reschedules a trip, New Dawn will be responsible for any reschedule fees associated.

20.4 Customer Responsibilities
a. If Customer reschedules a trip, Customer will be responsible for any reschedule fees associated.

b. Upon receipt of invoice for hotel and rental car, shuttle, and/or taxi fees Customer agrees to pay in a timely manner.

20.5 Completion Criteria
This line item is considered complete when New Dawn has completed the scheduled onsite Customer trip(s).

21. Travel paid by Customer

21.1 Units
3 fee(s) to be utilized for travel time by New Dawn personnel for onsite services provided in this Statement of Work (SOW). Customer will be invoiced separately for each airline fee associated to the 3 number of travel trips.

21.2 Description

Travel constitutes airline travel expenses for the delivery of the onsite services provided for Customer. Customer agrees that they will pay travel based on the following guidelines:

a. Whenever available, most economical direct flights to Customer location are purchased in order to expedite services trip and allow for New Dawn's service staff to spend the maximum amount of time with Customer.

b. Customer will receive invoice from New Dawn's Accounts Receivable department with a copy of travel receipt for billing and payment purposes.

c. Customer is only responsible for airline fees associated with the direct travel to and from customer location not change fees initiated by New Dawn.

21.3 New Dawn Responsibilities

a. Project Manager will schedule and coordinate all travel arrangements for New Dawn personnel, at a minimum of fourteen (14) days in advance of onsite trip in order to allow for the most economical airfare.

b. If New Dawn reschedules a trip, New Dawn will be responsible for any airline change fees associated.

21.4 Customer Responsibilities

a. Provide New Dawn Project Manager fourteen (14) day notice of all travel requests for onsite trips.

b. If Customer reschedules a trip, Customer will be responsible for any airline change fees associated.

c. Upon receipt of invoice for air travel pay in a timely manner.

21.5 Completion Criteria

This task is considered complete when New Dawn has completed a scheduled onsite Customer trip.

22. JusticeBroker Adapter Support

22.1 Description

JusticeBroker Adapter Support provides a mechanism for the Customer to request help configuring the Adapter, Answering technical or other user questions about this adapter, and maintaining this Adapter's working status throughout any upgrades to New Dawn products, changes to customer or 3rd Party hardware or software, or minor changes to the Adapter Specification as approved by New Dawn through a Change Request.

22.2 New Dawn Responsibilities

a. Retain qualified support and development staff capable of supporting the details of this Adapter.

b. Maintain this Adapter's functionality for any upgrade to JustWare, JusticeBroker or other New Dawn Product owned by the Customer.

c. Provide answers to questions about the operation or use of this Adapter including providing information about where the data is stored, and any business rules that are applicable to this Adapter.

d. Up to once per billing cycle, at the Customer's request, agree to changes in functionality requiring less than 10% of the amount of work originally quoted in the JusticeBroker Adapter of the same name, as determined by New Dawn. This is to allow for minor changes to the configuration, specification or business rules of the Customer or participating 3rd party system(s).

22.3 JusticeBroker Adapter Warranty

a. Warranty period is 5 calendar years from the "go-live" date of the original version of the JusticeBroker Adapter – Douglas County District Attorney Arrest Citation Filing.
b. This warranty is void if Customer fails to make JusticeBroker Adapter Support payment at any time as required and scheduled in this agreement.
c. This warranty is void if the Douglas County Sheriff's Office, Nevada adopts and installs a format/technology/product significantly different than the Spillman Technologies software, as determined by New Dawn, for the Adapter to interface with.
d. New Dawn warrants that if the JusticeBroker Adapter – Douglas County District Attorney Arrest Citation Filing fails to perform as described in Section 18.1 of this Statement of Work during the warranty period and it is determined the cause of the performance failure is the responsibility of New Dawn as determined by New Dawn's support and development staff, New Dawn will take all reasonable and appropriate action necessary to repair the Adapter and restore it to its required performance. The determination of the cause of the performance failure by New Dawn must be made in consultation with, and the agreement of, the Douglas County District Attorney's Office.
e. If New Dawn is unable to restore the Adapter to the performance described in Section 18.1 of this Statement of Work within 90 days of the problem being formally determined to be New Dawn's responsibility, Customer will be eligible for a refund of the original cost of developing the JusticeBroker Adapter – Douglas County District Attorney Arrest Citation Filing on a decreasing basis according to this schedule based on time elapsed since "go-live":
    i. 0-24 Months – 100% refund
    ii. 24-36 Months – 75% refund
    iii. 36-48 Months – 50% refund
    iv. 48-60 Months – 33% refund
    v. 60+ Months – 10% refund

22.4 Customer Responsibilities
a. Keep current on JusticeBroker, JustWare and this Adapter's Support fees as agreed upon in the Purchase Agreement(s).
b. Maintain the connection and operating status of any participating 3rd party system(s) exchanging information with this JusticeBroker Adapter.
c. Coordinate the efforts of any work or technical questions from any participating 3rd party through a trained JusticeBroker Application Administrator as defined in the JusticeBroker Support Agreement.

22.5 Completion Criteria
This item will be invoiced annually during the same billing cycle as the JusticeBroker Support and Upgrade fee.

23. JusticeBroker Support and Upgrades

23.1 Units
Support on 1 license(s) of JusticeBroker as defined in the JusticeBroker License Agreement. The JusticeBroker support fee is based on the number of JusticeBroker Licenses owned by the Customer.

23.2 Description
JusticeBroker Support provides a mechanism for the Customer to request help configuring the JusticeBroker Software, JusticeBroker Software assistance, receive interim and full upgrades and systems

related to its use on an ongoing basis. JusticeBroker Support also guarantees JusticeBroker Adapter compatibility with any upgrades to both the JustWare database and JusticeBroker Software.

23.3 New Dawn and Customer Responsibilities
Both New Dawn and the Customer must agree to the terms and responsibilities set forth in the JusticeBroker Support Agreement.

24. JustWare Support and Upgrades

24.1 Units
Each unit represents one license of JustWare as defined in the JustWare License Agreement. The JustWare support fee is based on the number of JustWare Licenses owned by the Customer.

24.2 Description
JustWare Support provides a mechanism for the Customer to request help configuring the JustWare Software, receive general JustWare Software assistance, receive interim and full upgrades and systems related to its use on an ongoing basis.

24.3 New Dawn and Customer Responsibilities
Both New Dawn and the Customer must agree to the terms and responsibilities set forth in the JustWare Support Agreement.

25. Annual JustWare Training Conference Registration

25.1 Units
3 registration fee(s) to be utilized for attendance of Customer staff to the 2007 Annual JustWare Training Conference held in Logan, Utah.

25.2 New Dawn Responsibilities
a. New Dawn will notify Customer in advance of specific dates of Annual JustWare Training Conference to assist in Customer scheduling.
b. New Dawn will provide instructional training, onsite support, teaching, and workshops for the registration fees.

25.3 Customer Responsibilities
a. Customer is responsible for coordinating all travel to and from the conference.
b. Customer is responsible for all hotel, airfare, travel and daily food expenses.

25.4 Completion Criteria
This item will be invoiced annually during the same billing period as the JustWare Support and Upgrade fee.

26. DRS Annual Subscription

26.1 Units

20 billable hour(s) of annual development completed by a New Dawn Technologies Document and Report Specialist and coordinated by New Dawn assigned Project Manager.

26.2 Description
DRS Annual Subscription is an annual service provided to Customers by a New Dawn Document and Report specialist for the development of the customer's documents and reports. These documents and reports may be created in any of the products supported by New Dawn and owned by the Customer, at the discretion of the Customer. Documents may be written in GhostFill, and Reports may be written in either ReportBuilder (a component of JustWare) or as a JusticeWebview query.

26.3 New Dawn Responsibilities
a. An assigned DRS developer will provide assistance to Customers for completion of document and/or report specifications annually.
b. New Dawn support staff will regularly contact Customer throughout year to provide status of billable hour(s) balance and encourage use.
c. Document and Report specialist will develop the documents and/or reports according to the specifications provided by the Customer.
d. New Dawn will provide an estimate of hours required for each document and report as requested by the Customer.
e. Provide training and overview of template location, training on proper backup of templates and reports, training on mapping of templates in JustWare Maintenance program.

26.4 Customer Responsibilities
a. Assign staff that are familiar with document and report output in order to define specifications of reports and templates.
b. Work with New Dawn DRS developers and support staff to create document and/or report specifications.
c. Review documents and/or reports when development is completed to ensure the work completed matches the specifications.
d. Customer must utilize DRS Annual Subscription billable hour(s) during current billing cycle, otherwise they will forfeit services.
e. Ensure regular backup occurs for templates and reports.

26.5 Completion Criteria
This item will be invoiced annually during the same billing cycle as the JustWare Support and Upgrade fee.

27. JusticeWebview Support and Upgrades

27.1 Units
Support on 2 license(s) of JusticeWebview as defined in the JusticeWebview License Agreement. The JusticeWebview support fee is based on the number of JusticeWebview Licenses owned by the Customer.

27.2 Description
JusticeWebview Support provides a mechanism for the Customer to request help configuring the JusticeWebview Software, JusticeWebview Software assistance, and assistance on using New Dawn or

Customer created JusticeWebview reports and receive interim and full upgrades and systems related to its use on an ongoing basis.

JusticeWebview Support also includes assistance in creating or modifying reports written by a Customer who has been trained as a JusticeWebview developer, only if the Customer is performing the modification. New Dawn will not make modifications to any report created by the Customer or custom built by New Dawn as part of JusticeWebview Support. Additional DRS hours or an Annual DRS Subscription are required for changes to finished reports.

27.3 New Dawn and Customer Responsibilities
Both New Dawn and the Customer must agree to the terms and responsibilities set forth in the JusticeWebview Support Agreement.

JustWare License Agreement

This License Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Douglas County District Attorney ("Customer") with regards to the use of JustWare Prosecutor ("the Software").

1. License

This Agreement allows you, the Customer to:

a.   Install and use the Software on a single computer for each license purchased and make one copy of the Software in machine-readable form solely for backup purposes. Customer must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

b.   Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of client workstations running the Software does not exceed the number of licenses of the Software purchased.

c.   Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each such client workstation.

d.   Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. Purchase Agreement

Customer must enter into a New Dawn Purchase Agreement if you wish to use this software.

3. License Restrictions

Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network. You may not release proprietary Software information such as Software database schemas or Software technical specifications. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

4. Upgrades

a.   If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you, the Customer on a license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier end-user license and that you will not continue to use the earlier version of the Software nor transfer it to another.

b.   This Agreement will remain in effect for all future upgrades to the Software unless otherwise stated by a new License Agreement executed between New Dawn and the Customer.

5. License Metering

New Dawn has built-in license metering that helps you, the Customer avoid any unintentional violation of this Agreement. New Dawn may use your internal network for license metering between installed versions of the Software.

6. Ownership

The foregoing license gives you, the Customer:

a. Limited rights to use the Software. Although you own the media on which the Software is recorded, *you do not become the owner of, and New Dawn retains title to, the Software, any New Dawn Run-Times* libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by New Dawn.

b. Responsibility for the data entered and modified while using the Software. New Dawn shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the Customer.

7. Disclaimer of Warranty and Limitation of Liability

a. *Warranty for the Software shall be defined in the Purchase Agreement.*

b. No oral or written information or advice given by New Dawn, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.

c. New Dawn will use reasonable commercial efforts to supply you, the Customer with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or direct you to an Online Download Site, at its option. New Dawn shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware and software configuration.

d. New Dawn shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, *even if New Dawn or its representatives have been advised of the possibility of such damages* and even if a remedy set forth herein is found to have failed of its essential purpose.

e. You, the user of any New Dawn Software, assume all responsibility and liability of damages caused by using said software.

New Dawn total liability (if any) to you, the Customer for actual damages for any cause whatsoever will be limited to the amount paid by you for the software that caused such damage.

JusticeBroker License Agreement

This License Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Douglas County District Attorney ("Customer") with regards to the use of JusticeBroker ("the Software").

1. License

This Agreement allows you, the Customer to:

a. Install and use the Software on a single computer or server for each license purchased and make one copy of the Software in machine-readable form solely for backup purposes. Customer must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

b. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of client workstations running the Software does not exceed the number of licenses of the Software purchased.

c. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each such client workstation.

d. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. Purchase Agreement

Customer must enter into a New Dawn Purchase Agreement if you wish to use this software.

3. License Restrictions

Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network. You may not release proprietary Software information such as Software database schemas or Software technical specifications. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

4. Upgrades

a. If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you, the Customer on a license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier end-user license and that you will not continue to use the earlier version of the Software nor transfer it to another.

b. This Agreement will remain in effect for all future upgrades to the Software unless otherwise stated by a new License Agreement executed between New Dawn and the Customer.

5. Ownership

The foregoing license gives you, the Customer:

a. Limited rights to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and New Dawn retains title to, the Software, any New Dawn Run-

Times libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by New Dawn.

b. Responsibility for the data entered and modified while using the Software. New Dawn shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the Customer.

6. Disclaimer of Warranty and Limitation of Liability

a. Warranty for the Software shall be defined in the Purchase Agreement.

b. No oral or written information or advice given by New Dawn, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.

c. New Dawn will use reasonable commercial efforts to supply you, the Customer with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or direct you to an Online Download Site, at its option. New Dawn shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware and software configuration.

d. New Dawn shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if New Dawn or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

e. You, the user of any New Dawn Software, assume all responsibility and liability of damages caused by using said software.

New Dawn total liability (if any) to you, the Customer for actual damages for any cause whatsoever will be limited to the amount paid by you for the software that caused such damage.

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JusticeWebview License Agreement

This License Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Douglas County District Attorney ("Customer") with regards to the use of JusticeWebview ("the Software").

1. License

This Agreement allows you, the Customer to:

a. . Install and use the Software on any Internet browser accessible computer for each concurrent license purchased and make one copy of the Software in machine-readable form solely for backup purposes. Customer must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

b. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of client workstations running the Software does not exceed the number of licenses of the Software purchased.

c. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each such client workstation.

d. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. Purchase Agreement

Customer must enter into a New Dawn Purchase Agreement if you wish to use this software.

3. License Restrictions

Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network. You may not release proprietary Software information such as Software database schemas or Software technical specifications. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

4. Upgrades

a. If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you, the Customer on a license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier end-user license and that you will not continue to use the earlier version of the Software nor transfer it to another.

b. This Agreement will remain in effect for all future upgrades to the Software unless otherwise stated by a new License Agreement executed between New Dawn and the Customer.

5. License Metering

New Dawn has built-in license metering that helps you, the Customer to avoid any unintentional violation of this Agreement. New Dawn may use your internal network for license metering between installed versions of the Software.

6. Ownership

The foregoing license gives you, the Customer:

a. Limited rights to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and New Dawn retains title to, the Software, any New Dawn Run-Times libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by New Dawn.

b. Responsibility for the data entered and modified while using the Software. New Dawn shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the Customer.

7. Disclaimer of Warranty and Limitation of Liability

a. Warranty for the Software shall be defined in the Purchase Agreement.

b. No oral or written information or advice given by New Dawn, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.

c. New Dawn will use reasonable commercial efforts to supply you, the Customer with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or direct you to an Online Download Site, at its option. New Dawn shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware and software configuration.

d. New Dawn shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if New Dawn or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

e. You, the user of any New Dawn Software, assume all responsibility and liability of damages caused by using said software.

New Dawn total liability (if any) to you, the Customer for actual damages for any cause whatsoever will be limited to the amount paid by you for the software that caused such damage.

New Dawn
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JusticeBroker Support Agreement

This Support Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Douglas County District Attorney ("Customer") with regards to the software support and upgrades of JusticeBroker ("the Software").

1. New Dawn Responsibilities

During the Term of this Agreement, New Dawn shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in New Dawn's current Fee Schedule:

a. Provide response to support requests made by a trained JusticeBroker or JustWare Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation.

b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. Following completion of the solution, New Dawn shall provide the solution through a temporary fix, and New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent version. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn. New Dawn shall not be responsible for any problems associated with 3rd party systems participating in a JusticeBroker exchange.

c. Provide recommendations on the configuration and use of the Software and related hardware, software, installed JusticeBroker Adapters and interoperability to any 3rd party participating in a JusticeBroker exchange.

d. Respond to Customer's requests for additional functionality enhancements to the Software, provided that such enhancements shall be mutually agreed to by New Dawn and the Customer. Any requests for changes to a specific data exchange or JusticeBroker Adapter shall be handled per the Agreements set forth in the JusticeBroker Adapter Support Statement of Work.

e. Provide regular versions of the Software including new functionality and enhancements, patches and fixes at no cost to the Customer. These versions may contain new functionality and fixes not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.

f. New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.

g. Standard methods of contact include:
   Telephone: 877.587.8927
   Email: support@newdawntech.com
   Web and support forums: www.newdawntech.com/support

Written: ATTN: Support 843 South 100 West, Logan, UT 84321
Fax: 603.308.8138

h. Hours of Operation are from 7:00 AM to 6:00 PM Mountain Standard Time except weekends and national holidays.

2. Customer Responsibilities

a. Retain one or more trained JusticeBroker and JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. New Dawn must be provided the name and contact information for any Application Administrator. These individuals must receive JusticeBroker and JustWare Application Administrator Training within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JusticeBroker Application Administrator(s), Customer must arrange with New Dawn for re-training. Support requests by anyone not identified and qualified as a JusticeBroker Application Administrator are not covered by this agreement and are therefore subject to hourly fees.

b. Maintain the operation of any 3rd party system submitting data to or from JusticeBroker.

c. Coordinate any communication and/or development efforts of any 3rd party responsible for exchanging information with JusticeBroker.

d. Provide and maintain a dedicated connection, approved by New Dawn, to the Software's web and/or application server. This connection is to be available and accessible by New Dawn support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection may be provided by Terminal Services, PC Anywhere, VNC, Citrix, VPN or other such service providing full screen access to the server with full rights to publish information and make changes to the JustWare database, JusticeBroker virtual directory, and one or more network file locations.

e. Provide New Dawn support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.

f. Coordinate any 3rd party system personnel communication in providing detailed and accurate error logs or descriptions of problems encountered.

g. Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, JusticeBroker web server, and configuration files.

h. Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage.

i. Keep current with the latest versions of the Software to receive accurate support. New Dawn will provide support only on the version of the JusticeBroker Software recommended for use with the Customer's version of JustWare. Upgrades to JustWare may affect the supported version of JusticeBroker and must be conducted simultaneously.

j. All communications by Customer to New Dawn must be in the English language.

3. Disclaimer of Warranty and Limitation of Liability

a. New Dawn disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Purchase Agreement.

b. In no event shall New Dawn be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if New Dawn has been advised of the possibility of such damages. The cumulative liability of New Dawn to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to New Dawn by the Customer within the last 12 months.

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4. Term and Termination of Service

a. This Agreement will commence on the date set forth in the Purchase Agreement for JusticeBroker Support and continue in effect during the initial term for a period of one (1) year. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JusticeBroker Support fee pursuant to the Fees listed below.

b. This Agreement shall immediately terminate upon the violation of the JusticeBroker License Agreement.

c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

5. Fees

a. Customer shall pay New Dawn the JusticeBroker Support fee as defined in the Purchase Agreement.

b. New Dawn shall invoice Customer at the beginning of each JusticeBroker Support term as defined above for the JusticeBroker Support fee unless otherwise stated in the Purchase Agreement.

c. Customer shall pay invoiced amounts immediately upon receipt of such invoices.

d. Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.

e. Customers with outstanding JusticeBroker Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JusticeBroker Support fee and interest fees are paid.

f. Hourly rates for services and cost of software are determined by New Dawn.

g. Support fee increases will not exceed 5% per year.

h. Annual support fees will increase upon the purchase of additional licenses, software and services. This will be identified in additional Purchase Agreements agreed and signed by New Dawn and Customer.

JustWare Support Agreement

This Support Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Douglas County District Attorney ("Customer") with regards to the software support and upgrades of JustWare Support and Upgrades ("the Software").

1. New Dawn Responsibilities

During the Term of this Agreement, New Dawn shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in New Dawn's current Fee Schedule:

a. Provide response to support requests made by a JustWare Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation.

b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. Following completion of the solution, New Dawn shall provide the solution through a temporary fix, and New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent version. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn.

c. New Dawn shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.

d. Provide recommendations on the configuration and use of the Software and related hardware or software to meet the Customer's operational needs.

e. Respond to Customer's requests for additional functionality enhancements to the Software, provided that such enhancements shall be mutually agreed to by New Dawn and the Customer.

f. Provide regular versions of the Software including new functionality and enhancements, patches and fixes at no cost to the Customer. These versions may contain new functionality and fixes not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.

g. New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.

h. Standard methods of contact include:
    Telephone: 877.587.8927
    Email: support@newdawntech.com
    Web and support forums: www.newdawntech.com/support
    Written: ATTN: Support 843 South 100 West, Logan, UT 84321
    Fax: 603.308.8138

i.   Hours of Operation are from 7:00 AM to 6:00 PM Mountain Standard Time except weekends and national holidays.

2. Customer Responsibilities

a.   Retain one or more JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. New Dawn must be provided the name and contact information for any JustWare Application Administrator. These individuals must receive JustWare Application Administrator Training within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JustWare Application Administrator(s), Customer must arrange with New Dawn for re-training. Support requests by anyone not identified and qualified as a JustWare Application Administrator are not covered by this agreement and are therefore subject to hourly fees.

b.   Provide and maintain a dedicated connection, approved by New Dawn, to the Software's database and/or application server. This connection is to be available and accessible by New Dawn support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection may be provided by Terminal Services, PC Anywhere, VNC, Citrix, VPN or other such service providing full screen access to the server with full rights to publish information and make changes to the JustWare database and one or more network file locations.

c.   Provide New Dawn support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.

d.   Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, custom documents and reports, and configuration files.

e.   Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage.

f.   Keep current with the latest versions of the Software to receive accurate support. New Dawn will provide support only on the current version of the Software and two (2) prior versions.

g.   All communications by Customer to New Dawn must be in the English language.

3. Disclaimer of Warranty and Limitation of Liability

a.   New Dawn disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Purchase Agreement.

b.   In no event shall New Dawn be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if New Dawn has been advised of the possibility of such damages. The cumulative liability of New Dawn to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to New Dawn by the Customer within the last 12 months.

4. Term and Termination of Service

a.   This Agreement will commence on the date set forth in the Purchase Agreement for JustWare Support and continue in effect during the initial term for a period of one (1) year. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JustWare Support fee pursuant to the Fees listed below.

b.   This Agreement shall immediately terminate upon the violation of the JustWare License Agreement.

c.   This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

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5. Fees

a.   Customer shall pay New Dawn the JustWare Support fee as defined in the Purchase Agreement.

b.   New Dawn shall invoice Customer at the beginning of each JustWare Support term as defined above for the JustWare Support fee unless otherwise stated in the Purchase Agreement.

c.   Customer shall pay invoiced amounts immediately upon receipt of such invoices.

d.   Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.

e.   Customers with outstanding JustWare Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JustWare Support fee and interest fees are paid.

f.   Hourly rates for services and cost of software are determined by New Dawn.

g.   Support fee increases will not exceed 5% per year.

h.   Annual support fees will increase upon the purchase of additional licenses, software and services. This increase and any additional purchases will be identified in additional Purchase Agreements agreed and signed by New Dawn and Customer.

JusticeWebview Support Agreement

This Support Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Douglas County District Attorney ("Customer") with regards to the software support and upgrades of JusticeWebview ("the Software").

1. New Dawn Responsibilities

During the Term of this Agreement, New Dawn shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in New Dawn's current Fee Schedule:

a. Provide response to support requests made by a trained JusticeWebview Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation.

b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. Following completion of the solution, New Dawn shall provide the solution through a temporary fix, and New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent version. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn.

c. Provide recommendations on the configuration and use of the Software and related hardware, software, and installed JusticeWebview reports.

d. Respond to Customer's requests for additional functionality enhancements to the Software or any system report, provided that such enhancements shall be mutually agreed to by New Dawn and the Customer. Any requests for changes to a specific report will require additional DRS Hours which may be purchased from New Dawn.

e. Provide regular versions of the Software including new functionality and enhancements, patches and fixes, and additional system reports at no cost to the Customer. These versions may contain new functionality and fixes not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.

f. New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.

g. Standard methods of contact include:
   Telephone: 877.587.8927
   Email: support@newdawntech.com
   Web and support forums: www.newdawntech.com/support
   Written: ATTN: Support 843 South 100 West, Logan, UT 84321
   Fax: 603.308.8138

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h. Hours of Operation are from 7:00 AM to 6:00 PM Mountain Standard Time except weekends and national holidays.

2. Customer Responsibilities

a. Retain one or more trained JusticeWebview Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. New Dawn must be provided the name and contact information for any JusticeWebview Administrator. These individuals must receive JusticeWebview Training within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JusticeWebview Administrator(s), Customer must arrange with New Dawn for re-training. Support requests by anyone not identified and qualified as a JusticeWebview Application Administrator are not covered by this agreement and are therefore subject to hourly fees.

b. If Customer is creating new JusticeWebview reports, Customer must retain one or more trained JusticeWebview Developer(s) on staff responsible for creating JusticeWebview reports. New Dawn must be provided the name and contact information for any JusticeWebview Administrator. These individuals must receive JusticeWebview Query Training within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JusticeWebview Developer(s), Customer must arrange with New Dawn for re-training. Report Development or Support requests by anyone not identified and qualified as a JusticeWebview Developer are not covered by this agreement and are therefore subject to additional DRS Hours.

c. Provide and maintain a dedicated connection, approved by New Dawn, to the Software's web server. This connection is to be available and accessible by New Dawn support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection may be provided by Terminal Services, PC Anywhere, VNC, Citrix, VPN or other such service providing full screen access to the server with full rights to publish information and make changes to the JustWare database, JusticeWebview virtual directory, and one or more network file locations.

d. Provide New Dawn support personnel with accurate configuration information, screen shots, report files, or other files and documentation as required for a support request.

e. Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, JusticeWebview web server, and configuration files.

f. Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage.

g. Keep current with the latest versions of the Software to receive accurate support. New Dawn will provide support only on the version of the JusticeWebview Software recommended for use with the Customer's version of JustWare. Upgrades to JustWare may affect the supported version of JusticeWebview and must be conducted simultaneously.

h. All communications by Customer to New Dawn must be in the English language.

3. Disclaimer of Warranty and Limitation of Liability

a. New Dawn disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Purchase Agreement.

b. In no event shall New Dawn be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if New Dawn has been advised of the possibility of such damages. The cumulative liability of New Dawn to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to New Dawn by the Customer within the last 12 months.

4. Term and Termination of Service

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a. This Agreement will commence on the date set forth in the Purchase Agreement for JusticeWebview Support and continue in effect during the initial term for a period of one (1) year. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JusticeWebview Support fee pursuant to the Fees listed below.
b. This Agreement shall immediately terminate upon the violation of the JusticeWebview License Agreement.
c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

5. Fees

a. Customer shall pay New Dawn the JusticeWebview Support fee as defined in the Purchase Agreement.
b. New Dawn shall invoice Customer at the beginning of each JusticeWebview Support term as defined above for the JusticeWebview Support fee unless otherwise stated in the Purchase Agreement.
c. Customer shall pay invoiced amounts immediately upon receipt of such invoices.
d. Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.
e. Customers with outstanding JusticeWebview Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JusticeWebview Support fee and interest fees are paid.
f. Hourly rates for DRS, other services and cost of software are determined by New Dawn.
g. Support fee increases will not exceed 5% per year.
h. Annual support fees will increase upon the purchase of additional licenses, software and services. This will be identified in additional Purchase Agreements agreed and signed by New Dawn and. Customer.

Purchase Agreement

This Purchase Agreement is made this day, by and between New Dawn Technologies hereinafter referred to as New Dawn, and the Douglas County District Attorney hereinafter referred to as "Customer".

1. Product
The product is the Software, Products and Services herein collectively referred to as the "Product", itemized in the Pricing Proposal and defined in the Statement of Work. These statements are attached hereto and are a part of this Agreement.

2. Sale and License
New Dawn hereby sells and licenses to Customer and Customer agrees to purchase and license from New Dawn for Customer's purposes the Product. Customer is hereby licensed to use the New Dawn Software Modules identified in the New Dawn Quotation contingent upon the execution of New Dawn's *Computer Software License Agreement* ("License Agreement") to be provided with the software. This Agreement shall be voidable at New Dawn's sole discretion and determination if the License Agreement is not subsequently executed. The license to use the Product purchased pursuant to this Agreement will not commence until Customer has executed and delivered the License Agreement to New Dawn.

3. Taxes
Customer is solely responsible for payment of any taxes resulting from Customer's acceptance of this Agreement and Customer's possession and use of the Product.

4. Warranty
New Dawn warrants, for the benefit of the Customer only, that at the time of completion of delivery and installation of the Product, the Product shall conform in all material respects to the specifications supplied in writing by New Dawn. New Dawn's sole obligation thereafter, and Customer's exclusive remedy, for any defect or nonconformity in the Non-New Dawn Products shall be to cooperate with the Customer to provide it with the benefit, if any, of the warranty and support commitment of the third party manufacturers and suppliers of equipment and product. As Customer's exclusive remedy for any defect in the New Dawn Software Modules, New Dawn shall, during the fifteen (15) month period following the signing of this agreement, provide reasonable efforts to correct and cure such nonconformity or defect. Said warranties extend only for the fifteen (15) month period following the signing of this agreement. Warranty, if any, on Custom Software shall be defined in a separate agreement. The services covered by First Year Support (and subsequent years support) shall be defined in New Dawn's Software Support Agreement(s), which shall be executed hereafter. New Dawn shall not be liable to Customer for any loss of profits; any incidental, special, exemplary, or consequential damages; or any demands or claims of other parties for any amount exceeding the total of payments made to New Dawn under the Agreement, whether or not New Dawn is aware of or has been advised of any such claims or demands.

5. Default
Any of the following shall constitute an "Event of Default" under this Agreement.
a. Customer's failure to pay to New Dawn any charge, costs, or other payment accruing hereunder, if such delinquency has not been corrected within ten (10) calendar days after New Dawn has given Customer written notice of such delinquency; notice of such failure; or

b. Customer's failure to perform any other obligation set forth in this Agreement, including any act of repudiation or wrongful rejection of the product. If such failure has not been corrected within sixty (60) days after New Dawn has given Customer written notification; or

c. New Dawn's failure to perform any obligation set forth in this Agreement, if such failure has not been corrected within sixty (60) days after Customer has given New Dawn written notice of such failure.

6. Effect of Default

Upon the occurrence of an Event of Default either party may terminate this Agreement and invoke all rights the party possesses upon termination. Customer acknowledges that the monetary obligations of the Customer to New Dawn under the Agreement constitute a commercial account. Customer shall pay, in addition to all other amounts owed to New Dawn, interest calculated at one and a half percent (1.5%) or the highest rate allowed by applicable law per month on all amounts that have not been paid to New Dawn pursuant to the terms of this Agreement. Customer shall pay all costs of collection, including reasonable attorney's fees whether or not suit is instituted.

7. Modification/Entire Agreement/No Prior Agreement

This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both Customer and New Dawn. Customer understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of installation. This Agreement constitutes the entire Purchase Agreement between the parties and no amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of the parties. The parties understand that the Computer Software License Agreement to be subsequently executed by the parties shall be considered with this Purchase Agreement, one integrated agreement and is the complete and exclusive statement of the parties' obligation and responsibilities, except as otherwise provided by law.

8. Purchase Price and Payment Terms

Customer agrees to pay to New Dawn the total price according to the payment terms. The total price and payment terms are as follows:

a. Customer agrees to pay all Invoices within thirty (30) days of invoice date.

b. New Dawn agrees not to Invoice for any payment, other than the Contract Signing payment, until after July 1, 2007.

Payment Terms

Software	Total	Contract Signing	Installation	Acceptance
JustWare Prosecutor	$22,705.00	$11,352.50	$5,676.25	$5,676.25
JusticeBroker	$2,495.00	$1,247.50	$623.75	$623.75
JusticeWebview	$996.00	$498.00	$249.00	$249.00

Services	Total	Contract Signing		Completion
JusticeWebview Installation	$480.00	$240.00		$240.00
JusticeWebview Query Training - Online	$1,200.00	$600.00		$600.00
JustWare Installation	$320.00	$160.00		$160.00
JusticeBroker Installation	$320.00	$160.00		$160.00
JustWare Administrator Training	$1,600.00	$800.00		$800.00
Document Author Training - Online	$1,200.00	$600.00		$600.00
JusticeBroker Training - Online	$400.00	$200.00		$200.00
JustWare End User Training	$800.00	$400.00		$400.00
JustWare Go Live Assistance	$800.00	$400.00		$400.00
Document and Report Services	$8,000.00	$4,000.00		$4,000.00
Project Management	$14,000.00	$7,000.00		$7,000.00

Custom Development	Total	Contract Signing		Acceptance
Douglas County JLAN Data Conversion	$13,500.00	$6,750.00		$6,750.00
JusticeBroker Adapter - Spillman Interface	$59,400.00	$29,700.00		$29,700.00

Travel	Total	Contract Signing		Completion
*Per Diem paid by Customer	$1,050.00	$525.00		$525.00
**Travel paid by Customer	$0.00	$0.00		$0.00

Support	Total	90 Days after Installation		Annually Recurring
JusticeWebview Support and Upgrades	$324.00	$324.00		$324.00
JusticeBroker Support and Upgrades	$975.00	$975.00		$975.00
JustWare Support and Upgrades	$7,125.00	$7,125.00		$7,125.00
JusticeBroker Adapter Support	$11,250.00	$11,250.00		$11,250.00
DRS Annual Subscription — ^Optional and number of hours subscribed to can vary. After year 1, the hourly labor rate for subscription will be at the current DRS labor rate.	$800.00	$800.00		^See Description
Annual JustWare Training Conference -- ^Optional. After year 1, the cost for Customer's attendance at conference will be at the current, published registration rates.	$0.00	$0.00		^See Description

Total due - Contract Signing: $64,633.00
Total due - Software Installed: $6,549.00

Total due - 90 Days after Installation: $20,474.00
Total due - Completion: $14,560.00
Total due - Acceptance: $43,524.00
Total due - Annually Recurring: $19,674.00***

* Per diem fee is for food and minor expenses associated to travel. Additional actual costs for hotel, rental car and/or shuttle will be invoiced directly to customer. Detailed receipts will be provided.

** Travel fee is for the travel time of the professional service personnel. Airline costs will be invoiced directly to customer. Detailed receipts will be provided.
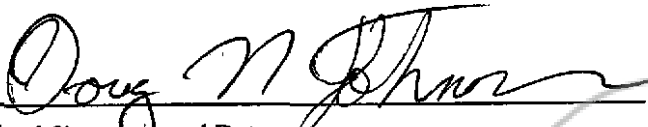
*** This is the minimum required for annual product support and updates. This amount can adjust according to the terms of the support agreement. Also if Customer chooses to subscribe to DRS, attend the JustWare Training Conference, or participate in other for fee services this cost may increase.
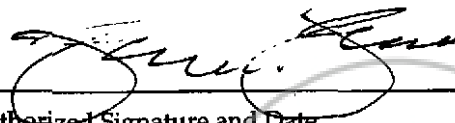
Contract Signing

I accept the above Pricing Proposal, Statement of Work, and Purchase, Support, and License Agreements.

_____ 12/21/2006
Authorized Signature and Date
·DOUG N. JOHNSON
VICE CHAIRMAN
Douglas County, NV

_____ 12. 12. 2006
Authorized Signature and Date
Frank A. Felice
Vice President and Owner
New Dawn Technologies

SEAL

CERTIFIED COPY
The document to which this certificate is attached is a
full, true and correct copy of the original on file and on
record in my office.
DATE: _____
B. GRIFFIN Clerk of the ____ Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By _____ Deputy

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