

OFFICIAL RECORD

Requested By:
DC/COMPROLLER

Assessor's Parcel Number: N/A

Date: SEPTEMBER 4, 2009

Recording Requested By:

Name: CLAUDETTE SPRINGMEYER, COMPROLLER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 30 Fee: 0.00
BK-0909 PG-1849 RPTT: 0.00



AGREEMENT #2009.250

(Title of Document)

FILED



NO. 2009.250

August 7, 2009

2009 SEP -4 AM 10:19

ADDITIONAL SOFTWARE LICENSE AGREEMENT
For a Logos 400 to Logos .NET Upgrade and Additional Modules

TED THUAN
CLERK

Mr. Michael Brown
County Manager
Douglas County, Nevada
1594 Esmeralda Avenue
Minden, NV 89423

Dear Mr. Brown:

New World Systems is pleased to license you additional software and provide implementation services for the upgrade of your AS/400 licensed standard software to the New World Logos .NET Licensed Standard Software.

The attached forms (Exhibits AA, A, B, C, F, G, H and Attachment 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Subject to the requirements of the Freedom of Information Act (FOIA) and/or Nevada Public Records Act, NRS Section 239.005 et. seq. as amended, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement with Douglas County, Nevada are incorporated and continue to apply; see Government Software License Agreement attached as Exhibit H. Upon completion of the upgrade to Logos .NET standard software, the definition of COMPUTER from the (February 5, 1990) Agreement will be the .NET server(s) in use, and not the IBM AS/400. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

Please acknowledge the change and your understanding on the services by the appropriate signature below.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

DOUGLAS COUNTY, NEVADA
(Customer)

By:
Larry D. Leinweber, President

By:
Nancy McDermid, Chair
Authorized Signature Title

By:
Michael B. County Manager
Authorized Signature Title

Date: 08-27-09

Date: 9/3/09

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

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

PRICING IS VALID THROUGH SEPTEMBER 24, 2009.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Costs Summary: Licensed Standard Software, Implementation Services, And Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$136,320
B. PROJECT MANAGEMENT as further described in Exhibit B	36,500
C. INSTALLATION AND TRAINING SERVICES as further described in Exhibit B	134,400
D. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	6,000
E. HARDWARE QUALITY ASSURANCE INSTALLATION SERVICES as further described in Exhibit B	7,000
F. DATA FILE CONVERSION ASSISTANCE Services as further described in Exhibit F	41,500
G. THIRD PARTY PRODUCTS AND SERVICES as further described in Attachment 1	27,975
H. TRAVEL EXPENSES	39,600
ONE TIME PROJECT COST:	<u>\$429,295</u>
I. STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

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

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$136,320
1. Amount due upon the Effective Date (40%)	\$54,528
2. Amount due upon delivery of each Licensed Standard Software (50%)	68,160
3. Amount due 90 days after delivery of each Licensed Standard Software Package (10%)	13,632
B. PROJECT MANAGMENT as further described in Exhibit B	36,500
1. Amount due 10 days after the Effective Date (30%)	10,950
2. Amount due 90 days after the Effective Date (30%)	10,950
3. Amount due 180 days after the Effective Date (30%)	10,950
4. Upon project completion or 365 days after the Effective Date, whichever comes first (10%)	3,650
C. INSTALLATION AND TRAINING SERVICES as further described in Exhibit B	134,400
1. 960 hours billed as used	
D. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	6,000
1. Amount due upon the Effective date (50%)	3,000
2. Amount due upon completion of the installation (50%)	3,000
E. HARDWARE QUALITY ASSURANCE SERVICES as further described in Exhibit B	7,000
1. Amount due upon the Effective date (50%)	3,500
2. Amount due upon completion of the installation (50%)	3,500
F. DATA FILE CONVERSION ASSISTANCE Services as further described in Exhibit D	41,500
1. Amount due upon the Effective date (50%)	20,750
2. Amount due upon delivery of conversion design document to Customer (30%)	12,450
3. Amount due 30 days after initial delivery of converted data (20%)	8,300
G. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	27,975
1. Amount due upon the Effective date (50%)	13,988
2. Amount due upon delivery of 3 rd party services (50%)	13,987
H. TRAVEL EXPENSES (Estimate)	39,600
1. 33 trips are anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses.	
2. Travel labor for the estimated 33 trips will be billed at 4 hours maximum per (round) trip.	
ONE TIME PROJECT COST:	<u>\$429,295</u>

*Estimate

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

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

1. **License Fee for Licensed Standard Software And Documentation Selected By Customer:**

Application Package
EXISTING SOFTWARE TO BE REPLACED

LOGOS.NET STANDARD APPLICATION SOFTWARE^{1,2,3}

ITEM DESCRIPTION	COST
<u>FINANCIAL MANAGEMENT</u>	
(Users included - 160)⁴	
1. Logos.NET Financial Management Base Suite	\$45,000
- General Ledger	
- Budget Management	
- Annual Budget Preparation	
- Accounts Payable Module	
- Revenue/Cash Receipting	
2. Logos.NET Additional Financial Management Software	7,000
- Asset Management	7,000
- Project Accounting	
3. Logos.NET Procurement Management Suite	13,000
- Purchasing Base	7,000
- Requisition Processing	
SUB-TOTAL FINANCIAL MANAGEMENT MODULES	79,000
<u>UTILITY MANAGEMENT SUITE</u>	
(Users included - 30)⁴	
4. Logos.NET Utility Management Software	30,000
- Water/Sewer/Refuse Base Package	
5. Logos.NET Additional Utility Management Modules	6,000
- Automatic Meter Read (AMR) Interface ⁵	8,000
- Meter and Device Inventory	
SUB-TOTAL UTILITY MANAGEMENT MODULES	44,000
SUB-TOTAL EXISTING SOFTWARE MODULES	123,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ADDITIONAL SOFTWARE TO BE ADDED

COMMUNITY DEVELOPMENT SUITE

(Users included - 15)⁴

1. Logos.NET Community Development Software		
- Business Licensing		11,000
- Parcel Management		7,000
- Permits		13,000
- Municipal Inspections		13,000
- Project Planning		13,000
- Code Enforcement		9,000
5. Additional CD Standard Users - 7 Groups of 5	\$5000/Gp	35,000
SUB-TOTAL COMMUNITY DEVELOPMENT MODULES		101,000

BUSINESS ANALYTICS

2. Finance Analytics		
- Includes 4 users		9,000
3. Utility Management Analytics		
- Includes 4 users		9,000
4. Community Development Analytics		
- Includes 4 users		9,000
SUB-TOTAL BUSINESS ANALYTICS SOFTWARE MODULES		27,000

NEW WORLD STANDARD SOFTWARE LICENSE FEE		128,000
NEW WORLD STANDARD SOFTWARE LICENSE FEE		251,000
LESS CUSTOMER LOYALTY SOFTWARE CREDIT (Existing Modules)		(70,580)
LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (Additional Modules)⁶		(26,600)
LESS ADDITIONAL CD USERS DISCOUNT		(17,500)
LICENSED STANDARD SOFTWARE COST ^{7,8}		<u>\$136,320</u>

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**ENDNOTES**

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 2000 or Windows/XP with IE 6.0 are the required operating systems for all client machines. Windows 2003 Server is required for the Application Server(s), Web Server(s) and Database Server. SQL Server 2005 is required for the Database Server.*
- ² *New World Systems Logos.NET product requires Microsoft Windows 2003 Server and SQL Server 2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *Additional cost per group of 5 for authorized users is \$5,000.*
- ⁵ *Currently supports interfaces to Sensus/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interface requirements.*
- ⁶ *Discount only available in conjunction with upgrading Logos AS/400 to Logos .NET Windows.*
- ⁷ *Prices assume that all software proposed is licensed.*
- ⁸ *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

2. License Fee Payment Schedule for Licensed Standard Software and Documentation

The payments for Licensed Standard Software are covered under the Cost Summary and Payment Schedule in Exhibit AA.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

PRICING VALID THROUGH SEPTEMBER 24, 2009

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

3. Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated prices up to June 30, 2010.

OPTIONAL SOFTWARE MODULES

LOGOS.NET STANDARD APPLICATION SOFTWARE ^{1,2,3}		
ITEM	DESCRIPTION	INVESTMENT
<u>COMMUNITY DEVELOPMENT SUITE</u>		
1. Logos.NET Additional Community Development Modules		
	- GIS Integration ⁴	19,000
	- Community Development	7,000
	- Utility Billing	7,000
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	26,000
	LESS DISCOUNT	(5,200)
TOTAL SOFTWARE LICENSE FEE^{5,6}		\$20,800

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

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 2000 or Windows/XP with IE 6.0 or greater are the required operating systems for all client machines. Windows 2003 Server is required for the Application Server(s), Web Server(s) and Database Server. SQL Server 2005 is required for the Database Server.*
- ² *New World Systems Logos.NET product requires Microsoft Windows 2003 Server and SQL Server 2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *GIS integration currently supports ESRI's ArcIMS software; the ArcIMS software and any services related to the installation and setup of ArcIMS are not included in the proposal. The ArcIMS software would need to be purchased, installed and setup separately.*
- ⁵ *Prices assume that all software proposed is licensed.*
- ⁶ *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, INSTALLATION AND
TRAINING SUPPORT SERVICES AND FEES

1. Project Management Services

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

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at Customer's location
 - progress status meeting(s) will occur during implementation via telephone conference or at Customer's location; and
 - a project close-out meeting at Customer's location to conclude the project.

To implement the Exhibit A applications, the Project Management fee will be **\$36,500**. This fee covers the above Project Management Services for a period up to 18 months after this Agreement is executed.

2. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, **960** hours of New World implementation and training support services have been allocated. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) Customer training and/or assistance in testing for each package of Licensed Standard Software.

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

3. Interface Installation Service Fees

A flat rate fee is charged for the installation of selected interfaces on Exhibit A. This fee does not include hardware and/or third party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If on-site installation and training is required, Customer will be responsible for the actual travel costs. Installation includes the following interfaces with these corresponding fees.

a) AMR Interface	\$6,000
TOTAL INTERFACE INSTALLATION SERVICE FEES	<u>\$6,000</u>

Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

4. Other Installation Service Fees

A flat rate fee is charged for quality assurance of the Customer's existing .Net Server(s). This fee does not include hardware and/or third-party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If an on-site installation review is required, Customer will be responsible for the actual travel costs.

a) Hardware Quality Assurance Fee	\$7,000
TOTAL QUALITY ASSURANCE SERVICE FEES	\$7,000

5. Support Service Fees Estimate

The 960 hours of installation and training support services cost has been calculated using a rate of \$140 per hour. Additional services are also available at the rate of \$140 per hour. This rate is protected for one year from the date New World executes this Agreement. After one year, Customer shall pay the then-current hourly rate for all Exhibit B support services rendered.

Based on the services suggested above, the Project Management (\$36,500), Installation and Training Support Services (\$134,400), Interface Installation Services (\$6,000) and Quality Assurance Services (\$7,000) costs will be a total of **\$183,900**. (Plus all actual and reasonable travel expenses incurred by New World divided proportionately between all New World customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per Customer visit.) See Exhibit AA I.B. through I.E.

6. Additional Services Available

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

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

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedure(s) mutually agreed upon by Customer and New World).

7. Payments for Exhibit B Services

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

Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

8. Payments for Installation and Training Support Services and Travel Costs

The payments for Installation and Training Support Services and Travel Costs are covered under the Cost Summary and Payment Schedule in Exhibit AA.

All hours for installation and training support services and all travel costs will be billed weekly for services provided in the previous calendar week.

Note: Any taxes imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT

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

1. Service Period

This SSMA shall remain in effect for a period of five (5) years (the SSMA term) beginning on July 1, 2009 (the start date) and ending on June 30, 2014 (the end date).

2. Services Included

The following services or features are available under this SSMA:

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

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

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

3. Maintenance for Modified Licensed Standard Software and Custom Software

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

4. Billing

Maintenance costs will be billed annually, beginning on the start date and on the same day each year thereafter for the term of the SSMA. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from New World will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to Customer on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, Customer must notify New World in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the Customer Liaison whose approval shall not unreasonably be withheld. Documented examples of the claimed defect must accompany each notice. New World will review the documented notice and when a feature or report does not conform to the published specifications, New World will provide software correction service at no charge. (See paragraph 4.0 of the General Terms and Conditions of this Agreement for the New World warranties provided). A non-warranty request is handled as a billable Request For Service (RFS) (see Exhibit B).

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

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

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

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

<u>Application Packages</u>	<u>Number of Modules</u>
Existing Software to be Replace	
1) Logos.NET Financial Management Base Suite	5
2) Logos.NET Additional Financial Management Software	2
3) Logos.NET Procurement Management Suite	2
4) Logos.NET Utility Management Software	1
5) Logos.NET Additional Utility Management Modules	1
Additional Software Modules	
6) Logos.NET Community Development Software	4
7) Finance Analytics	1
8) Utility Management Analytics	1
9) Community Development Analytics	1
10) Additional CD Standard Users	1
NEW WORLD LICENSED STANDARD SOFTWARE LIST COST	<u>\$251,000</u>



Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

Annual Maintenance Cost (5-Year Plan, Billed annually)

Year 1	for period	7/1/09 – 6/30/10	\$58,880
Year 2	for period	7/1/10 – 6/30/11	3% increase over previous year
Year 3	for period	7/1/11 – 6/30/12	3% increase over previous year
Year 4	for period	7/1/12 – 6/30/13	3% increase over previous year
Year 5	for period	7/1/13 – 6/30/14	3% increase over previous year

Amount for Previous Licensed Software on Logos 400:	\$38,400
Amount for software added on Exhibit A of this Agreement (annual amount)*	<u>20,480</u>
Total Year 1 Amount	\$58,880

* Actual billing to be prorated and begin 90 days after contract execution.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. **General**

- a) This conversion effort includes data coming from one unique data source, not multiple sources.
- b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**

2. **New World Responsibilities**

- a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
- b) **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
- c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B hours, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
- d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
- e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
- f) Up to seven years of historic data will be converted by **New World**.

3. **Customer Responsibilities**

- a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
- b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the **New World** ftp site.
- c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

- d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
- e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
- f) If the **Customer** cannot provide data in the format defined in **New World's** standard conversion record layouts then **New World** will map the data to **New World's** standard conversion record layout on an hourly billable basis. The **Customer** must provide complete file and field definitions for **New World** to map the data.

4. Files to be converted

The following files will be converted from the Logos 400 System:

Financial Management Database

Vendor Information, General Ledger History

Purchase Order History, Accounts Payable History

Asset Management

Utility Database

Utility Information

Utility Access Database *

*Estimated charges for the conversion of the Utility Access database files is pending review of database contents.

Community Development

Permit/Inspection History

5. Cost and Payment for Data File Conversion

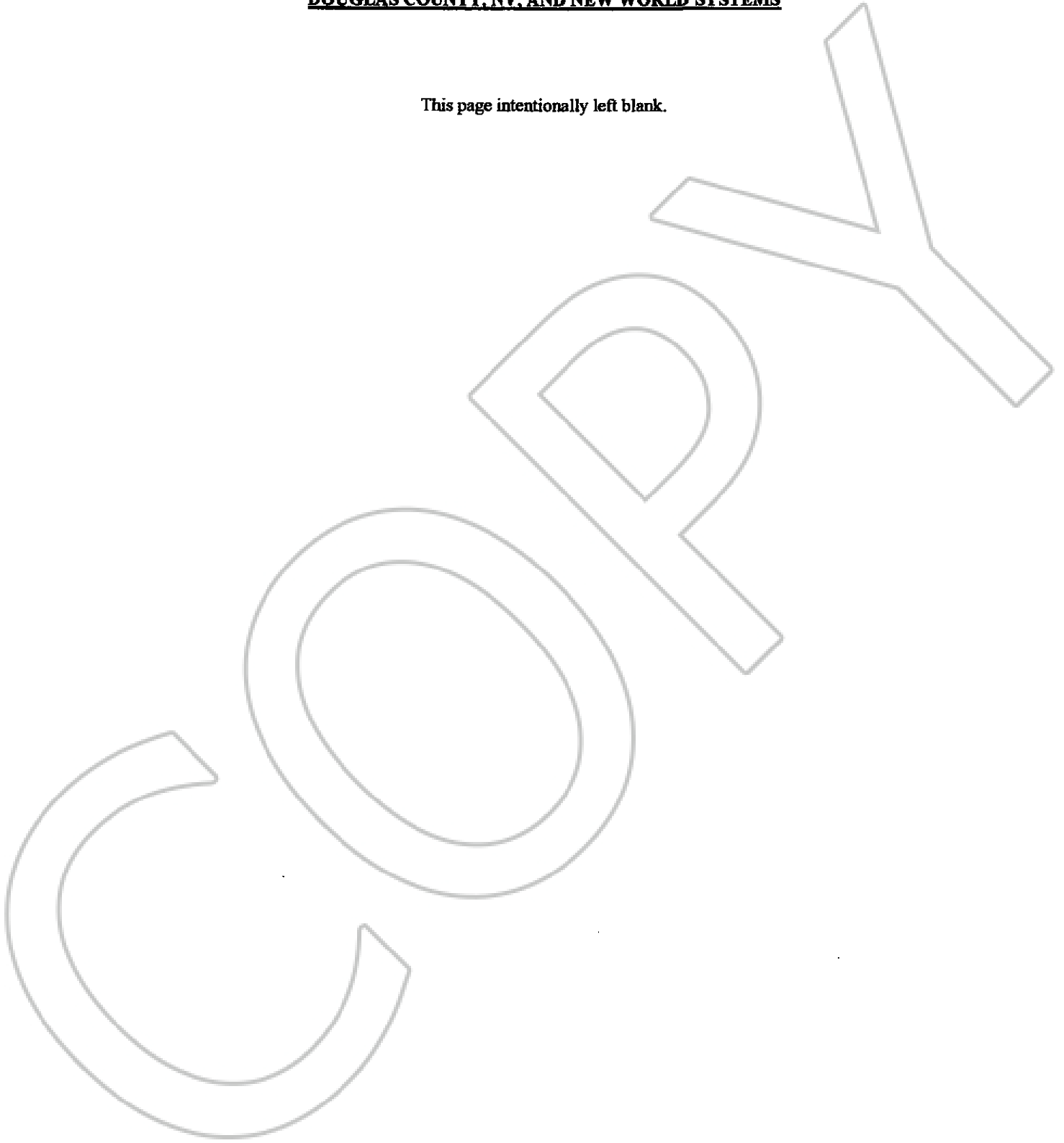
The cost for the Data File Conversion services is **\$41,500** and is to be paid as follows:

The payments for Data File Conversion Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Note: Where applicable, travel costs for **New World** employees to complete the tasks for Exhibit F services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon by **Customer** and **New World**.

EXHIBIT G
GOVERNMENT SOFTWARE LICENSE AGREEMENT
DATED DECEMBER 23, 1986, BETWEEN
DOUGLAS COUNTY, NV, AND NEW WORLD SYSTEMS

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861223

GOVERNMENT SOFTWARE LICENSE AGREEMENT

FOR

IBM SYSTEM/38

THE ATTACHED EXHIBITS ARE TO BE USED TO LICENSE GOVERNMENT SOFTWARE PACKAGES AND PURCHASE SUPPORT SERVICES FROM NEW WORLD SYSTEMS.

1. EXHIBIT A - STANDARD GOVERNMENT SOFTWARE PACKAGES
2. EXHIBIT B - INSTALLATION SERVICES AND FEES AUTHORIZATION
3. EXHIBIT C - GENERAL TERMS AND CONDITIONS COVERING SOFTWARE AND SERVICES
4. EXHIBIT D - DEMONSTRATION SITE DISCOUNT

TO ORDER YOUR SOFTWARE, COMPLETE EXHIBITS A, B, C, AND D WITH THE ASSISTANCE OF YOUR NEW WORLD SYSTEMS GOVERNMENT ACCOUNT REPRESENTATIVE.

~~████████████████████~~ NEVADA

SSMA EXP 9-20-88

CONFIDENTIAL

12-11-86

EXHIBIT A



BK- 0909
PG- 1867
09/09/2009

0750376 Page: 19 of 30

STANDARD GOVERNMENT SOFTWARE PACKAGES

TO: New World Systems Corporation (NWS)

FROM: DOUGLAS COUNTY, NEVADA (CUSTOMER)

CONCERNING: LICENSING AND INSTALLATION OF APPLICATION SOFTWARE FOR LOCAL GOVERNMENTS USING IBM SYSTEM/38

A. Standard Software Orders

1. Please consider this your authorization to plan the installation of the government application software packages checked below.

<u>APPLICATION</u>	<u>COST</u>	<u>CHECK TO ORDER</u>	<u>MONTH/YEAR REQUESTED</u>	<u>INSTALL ON SYSTEM/38</u>
1. Financial Control Software	42,000	X	When equipment avail.	Yes
- General Ledger Module -				
- Budgetary Accounting Module -				
- Annual Budget Processing Module -				
- Accounts Payable Module -				
- Revenue Accounting/Cash Receipts Module -				
- Purchase Order/Encumbrance Module -				
- Project Accounting Module -				

7 mos 50,000
Source 5,000
55,000

STANDARD SOFTWARE COST: \$42,000

SOURCE CODE (10%): 4,200

SOFTWARE COST WITH SOURCE CODE: \$46,200

LESS 10% FOR DEMO SITE DISCOUNT: - 4,620

TOTAL SOFTWARE COST: \$41,580

THE ABOVE PACKAGE COSTS ARE VALID THROUGH DECEMBER 20, 1986

CUSTOMER INITIAL: RJP

DATE: _____

CONFIDENTIAL



A. Standard Software Orders (Cont'd.)

2. Payments on Standard Software

- DOWNPAYMENT (30% of Total Cost - Invoiced upon receipt of signed Licensing Agreement)	\$ <u>12,474</u>
- INSTALLATION PAYMENT (50% of Total Package Cost - Invoiced upon installation of the software packages on your computer, normally within 15 days from equipment availability)	<u>20,790</u>
- FINAL SOFTWARE PAYMENT (20% of Total Package Cost - Invoiced 30 days after completion of the software acceptance test as described in Exhibit C, paragraph 12.)	<u>8,316</u>
- STANDARD SOFTWARE PAYMENTS DUE	\$ <u>41,580</u>

NOTE: ALL PAYMENTS ARE DUE WITHIN TWENTY DAYS FROM RECEIPT OF INVOICE.

B. Order Authorization For Customer

Name: Robert J. Brunell

Title: Chairman

Date: 12-18-86

For: DOUGLAS COUNTY, NEVADA
(Name of Government Unit)

C. Accepted for New World Systems by:

Name: Kenny D. Kinnel

Title: President

Date: 12-23-86

CONFIDENTIAL

INSTALLATION SERVICES AND FEES AUTHORIZATION

0750376 Page: 21 OF 30
BK- 0909
PG- 1869
09/09/2009

1. Hours of Assistance Required

We recommend allocating adequate support hours per application on standard software packages to provide:

- (a-1) Installation of Standard Software
- (a-2) User Education and Training
- (a-3) File Conversion Consultation
- (a-4) Specific Modifications Requested By Customer
 - provide accounts payable check print program using existing check format
 - change accounts payable input edit report to print in document entry sequence by batch
 - change input screen on program (AP080) so the word warrant is changed to batch
 - provide a detail inquiry program by vendor into the paid invoice file

Other technical assistance may be required including:

- Custom Design and Programming
- File Conversion Assistance
- Consultation of Customer Technical Staff

Based on items a-1, a-2, a-3, and a-4 above, we request that 200 hours of assistance be scheduled.

2. Service Fees Estimate

The above hours and any additional technical assistance are available at the \$40 per hour rate.*

*Plus travel at actual cost divided proportionately between customers visited on a trip.

Based on items a-1, a-2, a-3, and a-4 listed above, the installation service cost for the Exhibit A software will not exceed 200 hours or \$ 8,000 (not including travel). This assumes no more than 150 hours are used for items a-1, a-2, and a-3.

3. Use of Time

The above time will be largely spent on customer premises and does not include travel time in excess of 4 hours per customer visitation. If substantial modifications or custom software work is requested, NWS may schedule employees to perform technical work at NWS facilities. This is to enhance employee productivity and to save travel time and cost. Customer shall be notified in advance should this occur.

4. Payments for Services and Travel Costs

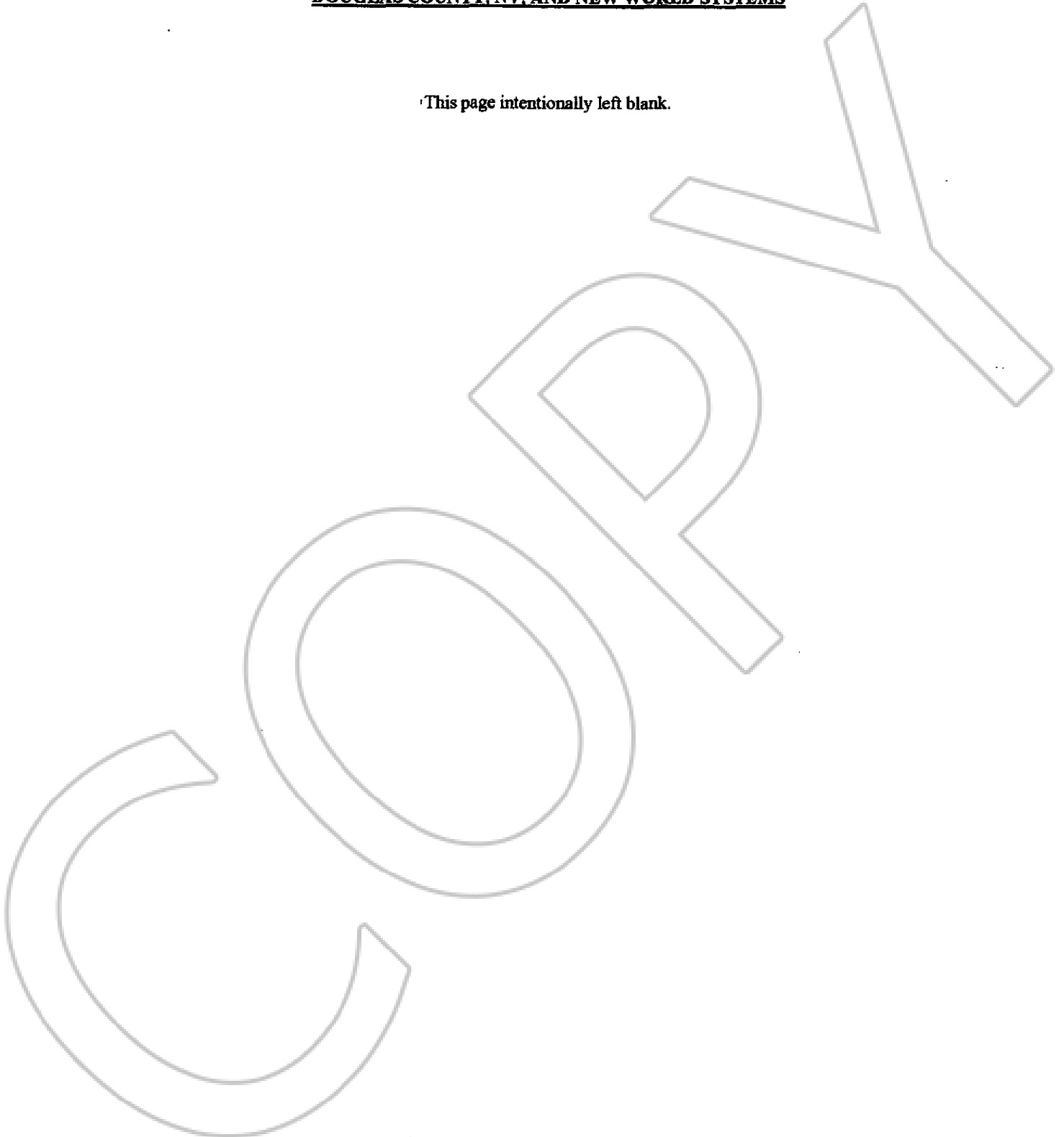
All hours for services and travel costs will be billed weekly for the previous calendar week. Payments are due within twenty-five days from receipt of invoice.

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EXHIBIT H
GOVERNMENT SOFTWARE LICENSE AGREEMENT
DATED FEBRUARY 5, 1990, BETWEEN
DOUGLAS COUNTY, NV, AND NEW WORLD SYSTEMS

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GOVERNMENT SOFTWARE LICENSE AGREEMENT

FOR

IBM SYSTEM/38

THE ATTACHED EXHIBITS ARE TO BE USED TO LICENSE GOVERNMENT SOFTWARE PACKAGES AND PURCHASE SUPPORT SERVICES FROM NEW WORLD SYSTEMS.

1. EXHIBIT A - STANDARD GOVERNMENT SOFTWARE PACKAGES
2. EXHIBIT B - INSTALLATION SERVICES AND FEES AUTHORIZATION
3. EXHIBIT C - GENERAL TERMS AND CONDITIONS COVERING SOFTWARE AND SERVICES
4. EXHIBIT D - DEMONSTRATION SITE DISCOUNT

TO ORDER YOUR SOFTWARE, COMPLETE EXHIBITS A, B, C, AND D WITH THE ASSISTANCE OF YOUR NEW WORLD SYSTEMS GOVERNMENT ACCOUNT REPRESENTATIVE.

NEVADA

SSMA EXP 9-20-88

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12-11-86



STANDARD GOVERNMENT SOFTWARE PACKAGES

TO: New World Systems Corporation (NWS)

FROM: DOUGLAS COUNTY, NEVADA (CUSTOMER)

CONCERNING: LICENSING AND INSTALLATION OF APPLICATION SOFTWARE FOR LOCAL GOVERNMENTS USING IBM SYSTEM/38

A. Standard Software Orders

1. Please consider this your authorization to plan the installation of the government application software packages checked below.

<u>APPLICATION</u>	<u>COST</u>	<u>CHECK TO ORDER</u>	<u>MONTH/YEAR REQUESTED</u>	<u>INSTALL ON SYSTEM/38</u>
1. Financial Control Software	42,000	X	When equipment avail.	Yes
- General Ledger Module -				
- Budgetary Accounting Module -				
- Annual Budget Processing Module -				
- Accounts Payable Module -				
- Revenue Accounting/Cash Receipts Module -				
- Purchase Order/Encumbrance Module -				
- Project Accounting Module -				

7 mos 50,000
Source 5,000
55,000

STANDARD SOFTWARE COST: \$42,000
 SOURCE CODE (10%): 4,200
 SOFTWARE COST WITH SOURCE CODE: \$46,200
 LESS 10% FOR DEMO SITE DISCOUNT: - 4,620
 TOTAL SOFTWARE COST: \$41,580

THE ABOVE PACKAGE COSTS ARE VALID THROUGH DECEMBER 20, 1986

CUSTOMER INITIAL: RJP

DATE: _____

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A. Standard Software Orders (Cont'd.)

2. Payments on Standard Software

- DOWNPAYMENT (30% of Total Cost - Invoiced upon receipt of signed Licensing Agreement)	\$ <u>12,474</u>
- INSTALLATION PAYMENT (50% of Total Package Cost - Invoiced upon installation of the software packages on your computer, normally within 15 days from equipment availability)	<u>20,790</u>
- FINAL SOFTWARE PAYMENT (20% of Total Package Cost - Invoiced 30 days after completion of the software acceptance test as described in Exhibit C, paragraph 12.)	<u>8,316</u>
- STANDARD SOFTWARE PAYMENTS DUE	\$ <u>41,580</u>

NOTE: ALL PAYMENTS ARE DUE WITHIN TWENTY DAYS FROM RECEIPT OF INVOICE.

B. Order Authorization For Customer

Name: Robert J. Bruehl

Title: Chairman

Date: 12-18-86

For: DOUGLAS COUNTY, NEVADA
(Name of Government Unit)

C. Accepted for New World Systems by:

Name: Kenny D. Stenwiler

Title: President

Date: 12-23-86

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INSTALLATION SERVICES AND FEES AUTHORIZATION

0750376 Page: 26 OF 30
BK- 0909
PG- 1874
09/09/2009

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*Plus travel at actual cost divided proportionately between customers visited on a trip.

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3. Use of Time

The above time will be largely spent on customer premises and does not include travel time in excess of 4 hours per customer visitation. If substantial modifications or custom software work is requested, NWS may schedule employees to perform technical work at NWS facilities. This is to enhance employee productivity and to save travel time and cost. Customer shall be notified in advance should this occur.

4. Payments for Services and Travel Costs

All hours for services and travel costs will be billed weekly for the previous calendar week. Payments are due within twenty-five days from receipt of invoice.

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES

This agreement (Agreement) between Douglas County, Nevada, (Customer) and New World Systems® Corporation, (New World) is to cover the procurement of Third Party Computer Hardware, Proprietary Software products and services by New World for Customer.

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

Douglas County
1594 Esmeralda Avenue
Minden, NV 89423

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

Customer agrees that failure to pay the amount billed within fifteen (15) days will result in a daily finance charge equal to .1% (.001) of the Exhibit 1 cost. If applicable, the finance charge will be computed and invoiced separately based on the receipt of Customer's payment to New World for Exhibit 1 amounts due. Customer agrees to pay all applicable finance charges (if any) promptly.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. Customer is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by New World on the Customer's behalf. Actual and reasonable travel expenses incurred by New World and actual employee travel time up to but not to exceed four (4) hours per Customer visit, are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit when imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

After execution of this Agreement, the Exhibit 1 components and cost may be changed by mutual agreement of both parties. If a change order in the configuration requires additional costs, New World shall notify Customer of the additional costs and with Customer's approval these costs shall be borne by Customer. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected Agreements with vendors and New World shall not confirm the ordering of any Exhibit 1 products without Customer's authorized signature on the Agreements. Customer shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES**

**EXHIBIT 1
CONFIGURATION**

SYSTEM HARDWARE		
ITEM	DESCRIPTION	INVESTMENT
1	Application/Intranet Server IBM System x3550 Rack Optimized 1U Server - (2) Intel Xeon QC E5420 2.26 GHz Processors - 4 GB System Memory - (2) 300GB 15K-rpm Hot Swap SAS Hard Drives (RAID 1) - Integrated RAID-1 Controller - Dual Gigabit Ethernet Interface - Redundant Power Supplies - DVD-RW optical drive - 3 Year Onsite Repair 24X7 4 Hour Response	\$4,975
2	Database/Report Server IBM System x3650 Rack Optimized 2U Server - (2) Intel Xeon QC E5420 2.5 GHz Processors - 8 GB System Memory - (2) 146GB 15K-rpm Hot Swap SAS Hard Drives (RAID 1) - (4) 300GB 15K-rpm Hot Swap SAS Hard Drives (RAID 5) - ServeRAID 8k SAS Controller - Redundant Power Supplies - Dual Gigabit Ethernet Interface - DVD-RW optical drive - 3 Year Onsite Repair 24X7 4 Hour Response	7,650
3	Test/Training Server IBM System x3550 Rack Optimized 1U Server - (1) Intel Xeon QC E5420 2.5 GHz Processor - 2 GB System Memory - (2) 300GB 15K-rpm Hot Swap SAS Hard Drives (RAID 1) - Integrated RAID-1 Controller - Dual Gigabit Ethernet Interface - DVD-RW optical drive - 3 Year Onsite Repair 24X7 4 Hour Response	4,400
Total System Hardware		\$17,025

Exhibit 1 Configuration - Continued

SYSTEM SOFTWARE		
ITEM	DESCRIPTION	INVESTMENT
1	Application/Intranet Server (1) Microsoft Windows 2008 Server Standard Edition - Server License Microsoft Windows Client Access licenses (CALs): Provided by customer	\$600
2	Database/Report Server (1) Microsoft Windows 2008 Server Standard Edition x64 - Server License (2) Microsoft SQL 2008 Server Standard Edition - Processor License Microsoft Windows Client Access licenses (CALs): Provided by customer	600 9,150
3	Test/Training Server (1) Microsoft Windows 2008 Server Standard Edition - Server License Microsoft Windows Client Access licenses (CALs): Provided by customer	600
Total System Software		\$10,950
TOTAL SYSTEM PRICE		<u>\$27,975</u>

WORKSTATION HARDWARE SPECIFICATIONS	
ITEM	DESCRIPTION
1	Recommended HR/EM Workstation Specifications - Intel Core 2 Duo Processor - 2GB System Memory - 80GB Hard Drive - Gigabit Ethernet Adapter - DVD-ROM Drive - 32MB Video Adapter - 17"+ Color Monitor (1024X768 Resolution) - Windows XP or Vista with Internet Explorer 6.0 or 7.0

Exhibit 1 Configuration - Continued

NOTES

The above hardware and system software costs assume the licensing of New World Systems' application software and support as part of a complete solution. The proposed hardware is configured to run New World applications only.

The servers have been configured based on the proposed software. Additional disk and/or memory may be needed should customer elect to purchase additional software for the networking environment.

Existing PC workstations must run Windows 2000/XP Professional with Internet Explorer 6.0+, must have a 10/100MB Ethernet adapter, and must be configured with the TCP/IP network protocol to be compatible with New World client applications.

Cabling has not been proposed. Due to the various requirements in terms of cabling and connections for different personal computers and printers as well as various local requirements (i.e., building codes, use of union personnel, use of electricians, etc.), New World recommends that the customer contract with a local firm for any cabling requirements. New World Systems works closely with local vendors in this context providing them with the required specifications and alerting them to any issues.

Operating System Software costs are based on the number of concurrently signed-on users. Verification of the number of concurrent users is required as the price may vary from the above estimate.

Hardware Installation Services for the application, database, test/training and web servers are included in Quality Assurance Services and Fees.

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: Sept 4 2009
Clerk of the 9th Judicial District Court
of the State of Nevada in and for the County of Douglas.
By Carol K. Kulloch Deputy