

DOC # 0780539
03/25/2011 08:20 AM Deputy: PK
OFFICIAL RECORD
Requested By:
DC/ALTERNATIVE SENTENCING

Assessor's Parcel Number: N/A

Date: MARCH 24, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 34 Fee: 0.00
BK-0311 PG- 5321 RPTT: # 0



✓ Name: MIKE BEAM, ALTERNATIVE SENTENCING

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

LICENSE AGREEMENT #2011.059

(Title of Document)

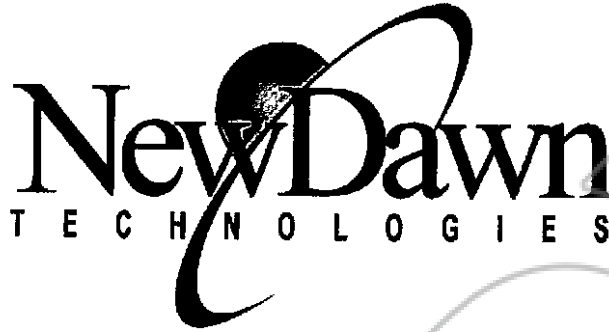
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TED THUAN
CLERK

[Handwritten Signature]
DEPUTY



**CONTRACT TO THE DOUGLAS COUNTY DEPARTMENT OF
ALTERNATIVE SENTENCING**

Contract Expiration Date: March 31, 2011

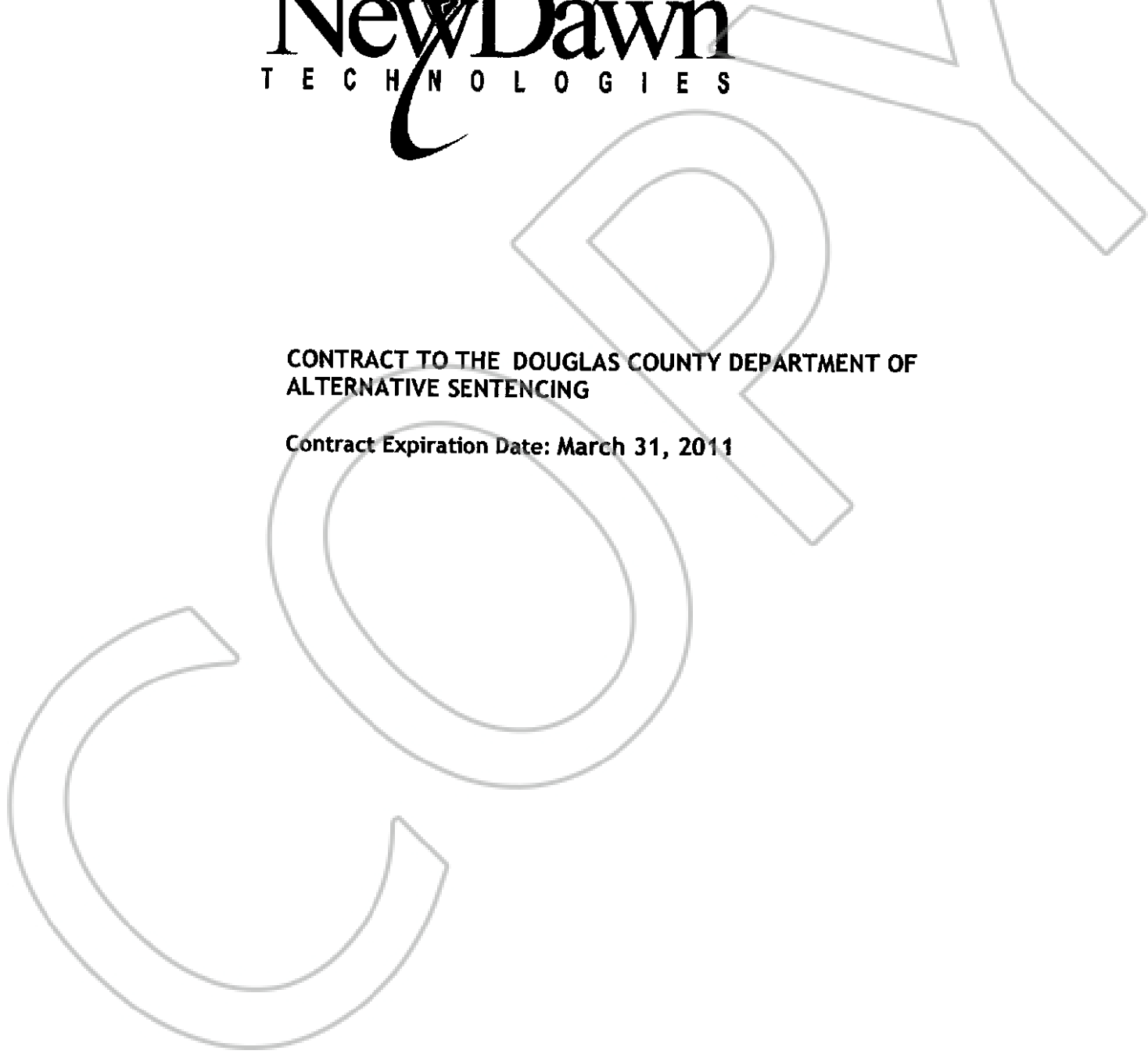
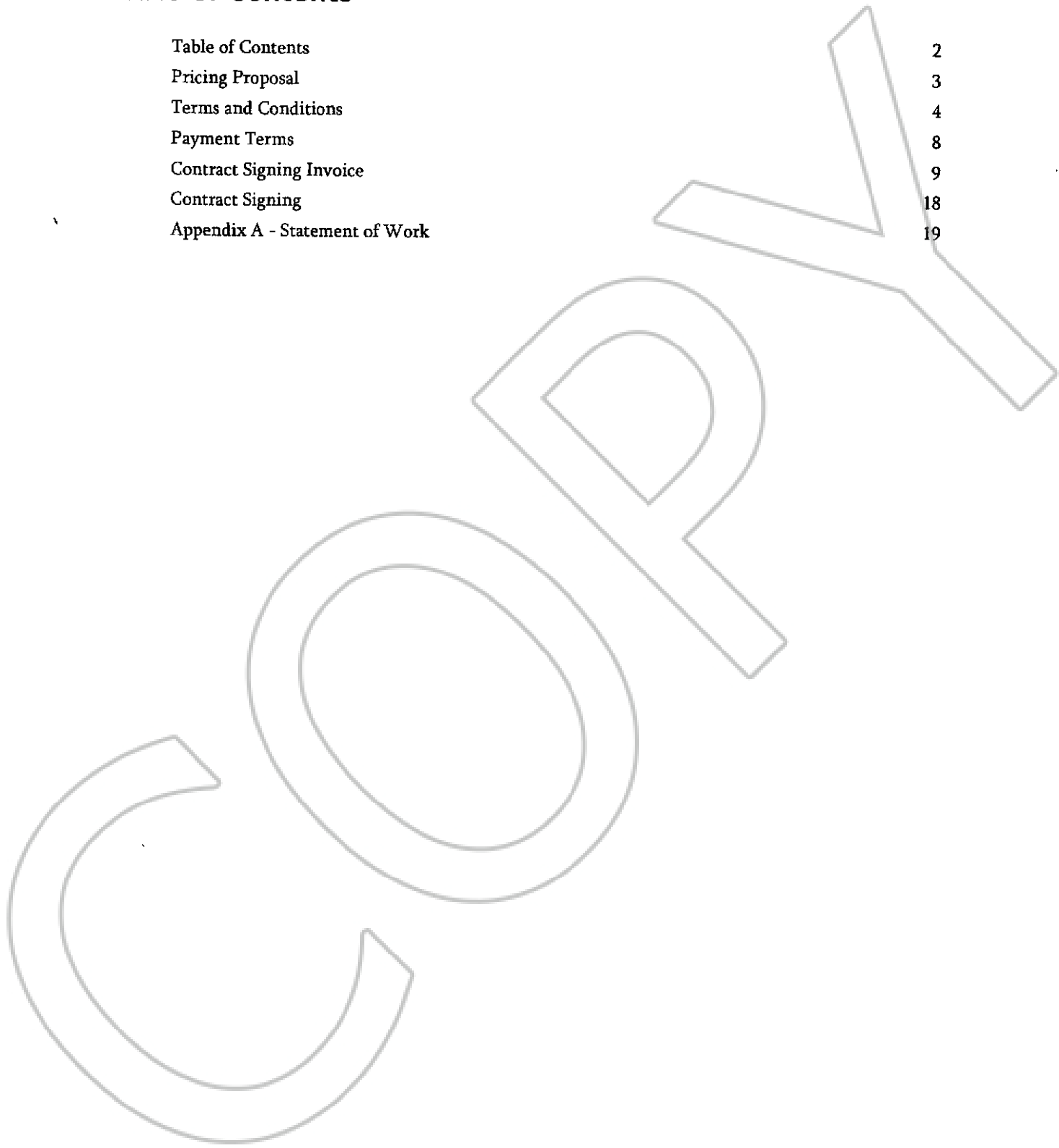


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Pricing Proposal

Douglas County Department of Alternative Sentencing	Proposal Number: QT-2732/2 Proposal Creation Date: March 7, 2011 Quoting Period: January 1, 2011-March 31, 2011 Proposal Expiration Date: March 31, 2011
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Software

		List Price	Item Rebate	Discount			
5 named user licenses	JustWare Probation & Parole	\$3,250.00	(\$2,055.00)	(\$10,275.00)			\$5,975.00

Total Software Discount: \$10,275.00 Total Software: \$5,975.00

Services

		List Price	Item Rebate	Discount	Travel Per Diem		
	Project Management		(\$30.00)	(\$450.00)			\$2,400.00
80 hours	JustWare Configuration	\$190.00	(\$50.00)	(\$4,000.00)	0	0	\$11,200.00
20 hours	Business Intelligence Services	\$125.00	(\$25.00)	(\$500.00)			\$2,000.00

Total Software Discount: \$4,950.00 Total Services: \$15,600.00

Support & Subscription Fees

		List Price	Item Rebate	Discount			
	JustWare Support and Upgrades	\$747.00	(\$372.00)	(\$1,860.00)			\$1,875.00

Total Support & Subscription Discount: \$1,860.00 Total Support & Subscription Fees: \$1,875.00

Total Volume Purchase Discount: \$17,085.00 Total Proposal Cost: \$23,450.00

Terms and Conditions

This Agreement is made this day, by and between New Dawn Technologies hereinafter referred to as New Dawn, and the Douglas County Department of Alternative Sentencing hereinafter referred to as "Customer".

1. Product and Delivery

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. All New Dawn Technologies product(s), add-on product(s), product(s) documentation, product(s) installation documentation (not including third party software purchased) will be provided upon the signing of this Agreement; however project Start Meeting will not occur until any agreed upon Contract Signing payments are received.

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") which is attached hereto and incorporated herein by this reference. 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 and Limitation of Liability

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 and is attached hereto and incorporated herein by this reference. 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.

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- a. Customer's failure to pay to New Dawn any charge, costs, or other payment accruing hereunder within sixty days (60) of invoice, 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 obligation set forth in this Agreement or included Appendix(s), 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.
- d. After a formal request from New Dawn to start the project after contract signing, Customer's failure to a mutually agreed upon project start date.

6. Mutual Indemnification

Customer shall indemnify and hold New Dawn Technologies, harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by representations and warranties; or (iii) a claim arising from the breach by Customer or Users of this Agreement, provided in any such case that New Dawn Technologies (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases New Dawn Technologies of all liability and such settlement does not affect New Dawn Technologies' business); (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such claim.

New Dawn Technologies shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Product directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by New Dawn Technologies of its representations or warranties; or (iii) a claim arising from breach of this Agreement by New Dawn Technologies; provided that Customer (a) promptly give written notice of the claim to New Dawn Technologies; (b) give New Dawn Technologies sole control of the defense and settlement of the claim (provided that New Dawn Technologies may not settle or defend any claim unless it unconditionally releases Customer of all liability); (c) provide to New Dawn Technologies all available information and assistance; and (d) have not compromised or settled such claim. New Dawn Technologies shall have no indemnification obligation, and Customer shall indemnify New Dawn Technologies pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Product with any of Customer products, hosting service, and hardware or business process.

7. Effect of Default

Upon the occurrence of any Event of Default item corresponding parties may (1) halt all pending or planned activities on the project (2) New Dawn may seek payment for any software product delivered and in the possession of the Customer or service provided by New Dawn, regardless of agreed upon payment agreements (3) terminate this Agreement and invoke all rights the party possesses upon termination and (4) if Customer remains liable for any monetary obligation created under this Agreement, accelerate and declare all obligations of Customer created under this Agreement to be immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum, or repossess so much of the Product as remains in Customer's possession. Customer acknowledges that the monetary

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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.

8. Termination for Convenience

New Dawn or Customer may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing to the other party. If the contract is terminated by the Customer as provided herein, New Dawn will be paid all services and software provided at the date of termination.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of installation.

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

11. Pricing and Rates

Customer agrees that pricing and rates provided are exclusively for this Agreement and not future agreements unless expressly stated.

12. Entire Agreement and Severability

This Agreement and included Appendix(s) 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. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable or contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

13. Confidential

Customer agrees that the pricing and terms of this Agreement is confidential in nature and will not be posted on Customer public website. New Dawn acknowledges that the information is obtainable via standard public record request.

14. Injunctive Relief

It is agreed that the rights and benefits of each of the parties pursuant to this Agreement are unique and that no adequate remedy exists at law if any of the parties shall fail to perform, or breaches, any of its obligations hereunder, that it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to the non-breaching parties. Therefore, the non-breaching party shall be entitled to injunctive relief to prevent or restrain any breach of this Agreement.

15. Agreement Deviations

Any deviations from New Dawn's Terms and Conditions, Payment Terms, agreements or attached Appendix(s) may affect pricing of all products and services.

16. Currency

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Unless otherwise specified, pricing and Payment Terms of this Agreement is provided in U.S. dollars.

17. Software Delivery and Project Start

Unless specified otherwise, any software provided, documentation required for installation, and license keys will be immediately provided upon signing of this agreement. The project Start Meeting, and start of project will occur after the receipt of the first payment.

COPY

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Payment Terms

	Total	Contract Signing	
JustWare Probation & Parole	\$5,975.00	\$5,975.00	\$0.00
	Total	Contract Signing	Annually Recurring
JustWare Support and Upgrades	\$1,875.00	\$1,875.00	\$1,875.00
	Total	Contract Signing	90 Days after Contract Signing
Business Intelligence Services	\$2,000.00	\$2,000.00	\$0.00
JustWare Configuration	\$11,200.00	\$11,200.00	\$0.00
	Total	Contract Signing	Go-Live
Project Management	\$2,400.00	\$2,400.00	\$0.00

Total due—Contract Signing: \$23,450.00

Annually Recurring: \$1,875.00

Contract Signing Invoice

Remit Payment To: New Dawn Technologies
 843 South 100 West
 Logan, Utah 84321
 1.877.587.8927



Bill To: Douglas County Department of Alternative Sentencing Minden, NV	Invoice Number: QT-2732/2- INV1 Invoice Date: March 7, 2011 Terms: Due on Receipt Account Executive: Bart Liechty
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Item	Total
JustWare Probation & Parole	5,975.00
JustWare Support and Upgrades	1,875.00
Business Intelligence Services	2,000.00
JustWare Configuration	11,200.00
Project Management	2,400.00
Contract Signing Amount	\$23,450.00
Unless specified otherwise, project Start Meeting, and start of project will occur after the receipt of the first payment. Thank you for your business. We look forward to working with you.	

JustWare License Agreement

This License Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Douglas County Department of Alternative Sentencing ("Customer") with regards to the use of JustWare Probation & Parole ("the Software").

1. License

This Agreement allows you, the Customer to:

- a. Install and use the Software on any computer or device for each named user 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 and use the Software in a testing and staging environment.
- c. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of named users running the Software does not exceed the number of named user licenses of the Software purchased.
- d. 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 named user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each named user.
- e. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. Terms and Conditions

Customer must agree to the Terms and Condition of this agreement if you wish to use this software.

3. License Restrictions and Rights

The Software and Software Documentation are protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual property laws. The Software is licensed and not sold to Customer. New Dawn hereby retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights in the Software, Software Documentation. Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network other than to make backup copies of the Software. 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. Data

New Dawn Technologies does not own any data, information or material in the course of Customer using or accessing the Software. Customer, not New Dawn Technologies, shall have sole responsibility and ownership for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer data and New Dawn Technologies shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer data.

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5. 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 named user license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier named 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.
- c. Customer will receive all future upgrades to the Software as long as a current Support Agreement is maintained.

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 time 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 Terms and Conditions.
- 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.
- f. 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.

JustWare Support Agreement

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

1. Definitions

a. Support

"Support" is defined as technical assistance with the Software, including but not limited to, questions about the functionality of the Software, assistance with the resolution of error message and installation questions. Support may include troubleshooting the Software as needed to resolve issues.

b. Version

"Version" refers to a variation, either minor or major, from an earlier version of the Software. A version could refer to a minor and/or major version change.

c. Major version

A Major version refers to the first number in the software release, ie 4.x, 5.x. The numbers "4" and "5" represent the Major version.

d. Minor version

A minor version refers to the second number in the software release, ie x.1, x.2. The numbers "1" and "2" refer to the minor version. Software releases have both a Major and a Minor version number in them.

e. Current Version

"Current Version" is the most recent publically released version of the Software.

f. Enhancement

"Enhancement" refers to features and/or functionality that are not included in the Current Version of JustWare. Much of the Software's feature set has been driven by enhancement requests from customers.

g. Service Release

"Service release" is the method New Dawn uses to resolve critical issues that may be identified with the Software.

h. Critical

"Critical" is defined as an issue for which there is no workaround AND one of the following statements is true:

1. Defect causes data loss
2. Defect affects a mission critical task
3. Security risk causing possible system compromise

2. 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 requests to our Support Department made by a JustWare Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation (7am – 6pm MST for standard support).
- 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. If the error is categorized as Critical, New Dawn shall provide the solution through a Service Release to the most recent released minor version and one minor version

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previous when applicable. 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 minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. 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 problems with, or caused by software, processes, or interfaces not provided by New Dawn that interact with the Software or Software database.

- 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. New Dawn will provide assistance to a customer making their own supported changes to JWXML only after the customer has successfully completed JustWare XML (JWXML) Enhancement Training.
- f. New Dawn shall be responsible for maintaining and administrating a certification process for JustWare Application Administrators.
- g. 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.
- h. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the Customer. These versions may contain new functionality and Service Releases not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
- i. 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.
- j. New Dawn will provide maintenance and upgrades to the current publically released version of the Software. Only the most recent released minor version and one minor version prior will be eligible for Service Releases. Technical support will be provided for other eligible versions. Upgrading to the most recent version may be required to be eligible for a Service Release.
- k. New Dawn reserves the right to request an alternate or replacement application administrator. Any request for an alternate or replacement administrator will be made in writing, and a replacement administrator will be assigned within 90 days of formal request.
- l. New Dawn will provide upgrades of new version releases and may halt a version upgrade installation if Customer hardware and software systems do not meet the most current system requirements and recommendations.
- m. Standard methods of contact include:
 - Telephone: 877.587.8927
 - Email: support@newdawnotech.com
 - Web and support forums: <https://customer.newdawnotech.com/>
 - Written: ATTN: Support 843 South 100 West, Logan, UT 84321
 - Fax: 603.308.8138

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- n. Hours of Operation are from 7:00 a.m. to 6:00 p.m. Mountain Standard Time except weekends and national holidays.

3. Customer Responsibilities

- a. Retain one or more certified 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 and certification testing 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 certification and re-training. Support requests by anyone not identified and qualified as a certified JustWare Application Administrator are subject to higher support fee increases.
- 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 must provide full screen access to the server with full administrative 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 based on the most current system requirements and recommendations.
- f. Keep current with the latest versions of the Software.
- g. All communications by Customer to New Dawn must be in the English language.

4. 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 Terms and Conditions.
- 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.

5. Term and Termination of Service

- a. Many support services will occur immediately upon the signing of this Agreement and version releases and upgrades occur on a regular basis regardless of installation of software; therefore this Agreement will commence immediately upon the signing of this Agreement and continue in effect during the initial term for a period of one (1) year, unless otherwise specified, or if JustWare Support is paid in advance. 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.
- b. This Agreement shall immediately terminate upon the violation of the JustWare License Agreement.

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- 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.

6. Fees

- a. Customer shall pay New Dawn the JustWare Support fee as defined in the Payment Terms.
- 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 Payment Terms.
- 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 for Customers with certified JustWare Application Administrator(s).
- h. Support fee increases will not exceed 10% per year for Customers without certified JustWare Application Administrator(s).
- i. Support fee increases will not exceed 30% per year for Customer without JustWare Application Administrator(s) or who does not comply with Section 2a of this agreement.
- j. Annual support fees will increase upon the purchase of additional named user licenses, software and services. This increase and any additional purchases will be identified in additional Terms and Conditions and Payment Terms and signed by New Dawn and Customer.

Change Control Management

This Change Management Control Agreement is made this day, by and between New Dawn Technologies hereinafter referred to as New Dawn, and the Douglas County Department of Alternative Sentencing hereinafter referred to as "Customer". Either party (the 'Initiating Party') may initiate changes to the referenced Statement of Work in this Contract by submitting a Change Control Form to the other party (the 'Receiving Party') as described in this Agreement.

Using the Change Control Form, the Receiving Party will review any change requests, research all solutions, conduct an impact analysis, propose alternative approaches, if any, and advise the Initiating Party of the findings with all associated additional fees and schedule impacts within five (5) working days of the Receiving Party's receipt of any such Change Control Form.

Changes shall be made as amendments to the Statement of Work and shall set out the nature of the change, the new fee and schedule, and any other agreed upon services. Amendments shall only be effective when signed by the Customer and New Dawn pursuant to:

1. Change Initiation

The Change Initiation step will be used to begin the process. Anyone involved in the engagement effort - such as a Customer representative, a New Dawn team member, or an external party team member - can initiate a Change Request Form. The originator gives the form to the New Dawn Project Manager for log entry. The completeness of the information provided will be checked, and will be assigned a unique number to the change request.

2. Change Validation

The Change Validation step is performed by the individual designated by the New Dawn Project Manager. The evaluation will be completed as either a change request (significant enough to impact cost, schedule, or resources) or be placed on the project issue log. If the item is placed on the project issue log, the evaluator selects the impact level (1=major, no work around identified, 2=major, with work around, 3=minor) and the source of the defect (baseline source code, Customer data, or Customer specific code).

3. Initial Impact Analysis

The Initial Impact Analysis step is performed by the individual designated by the New Dawn Project Manager. The following are outlined: Affected Requirements, Proposed Alternatives, Impact on Cost, Impact on Schedule, Impact on Resources, and Estimated Cost of Detailed Impact Analysis.

4. Initial Review Results and Approvals

The Initial Review Results step will be completed by the Customer Project Manager and the New Dawn Project Manager. Agreement can be reached for one of four optional next steps:

- a. If the initial impact analysis is of sufficient detail, the change can be approved and forwarded to the New Dawn Project Manager for implementation.
- b. If insufficient detail was provided for a final decision but the change request needs additional study or justification, the change will be forwarded for assignment and detailed analysis.
- c. The request can be deferred to a future date, or the request can be rejected and closed.

5. Detailed Impact Analysis

- a. A Detailed Impact Analysis step will be completed by the assigned evaluator(s) for each proposed option in recommended priority order (i.e., 1 of 3 is the recommended solution, 3 of 3 is the least desirable).

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- b. The Affected Requirements should include all known documents and components that will need to be updated when the change is implemented including scope, Software Requirement, Software Design, form and reports, test plans, etc.
- c. The Proposed Alternative includes a description of the proposed change (one per sheet).
- d. The Impact on Cost is entered as hours of estimated work by resource (programmers, analysts, testers, technical writers, etc.).
- e. The Impact on Schedule reflects any anticipated project delays that are anticipated as a result of implementing the request - it should be noted if time delays can be mitigated with additional resources.
- f. The Impact on Resources reflects any special resource requirement that is currently not available (i.e. hardware, staff experience, etc.).

6. Detailed Review Results and Approvals

The Detailed Review Results are completed by the Customer Project Manager and the New Dawn Project Manager. Agreement at this stage of the process can be reached for one of three optional next steps:

- a. The change can be approved and forwarded to the New Dawn Project Manager for implementation.
- b. The request can be deferred to a future date.
- c. The request can be rejected and closed.

7. Implementation

The Implementation section is completed when implementation is approved and assigned as work. The New Dawn Project Manager will be responsible for keeping the New Dawn Project Plan up-to-date.

8. Verification and Closure

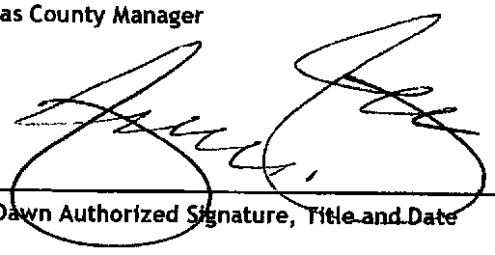
When the New Dawn Project Manager is notified that the change has been successfully implemented, the status of the request in the Change Control Log will be updated, the change related documentation will be archived, and the request closed. The Customer Project Manager and/or the New Dawn Project Manager, as applicable, will include a report of the status time period that lists all new change requests, open change requests (indicating their status), and closed change requests. The New Dawn Project Manager and the Customer Project Manager shall mutually agree on signoff criteria for change control items.

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Contract Signing

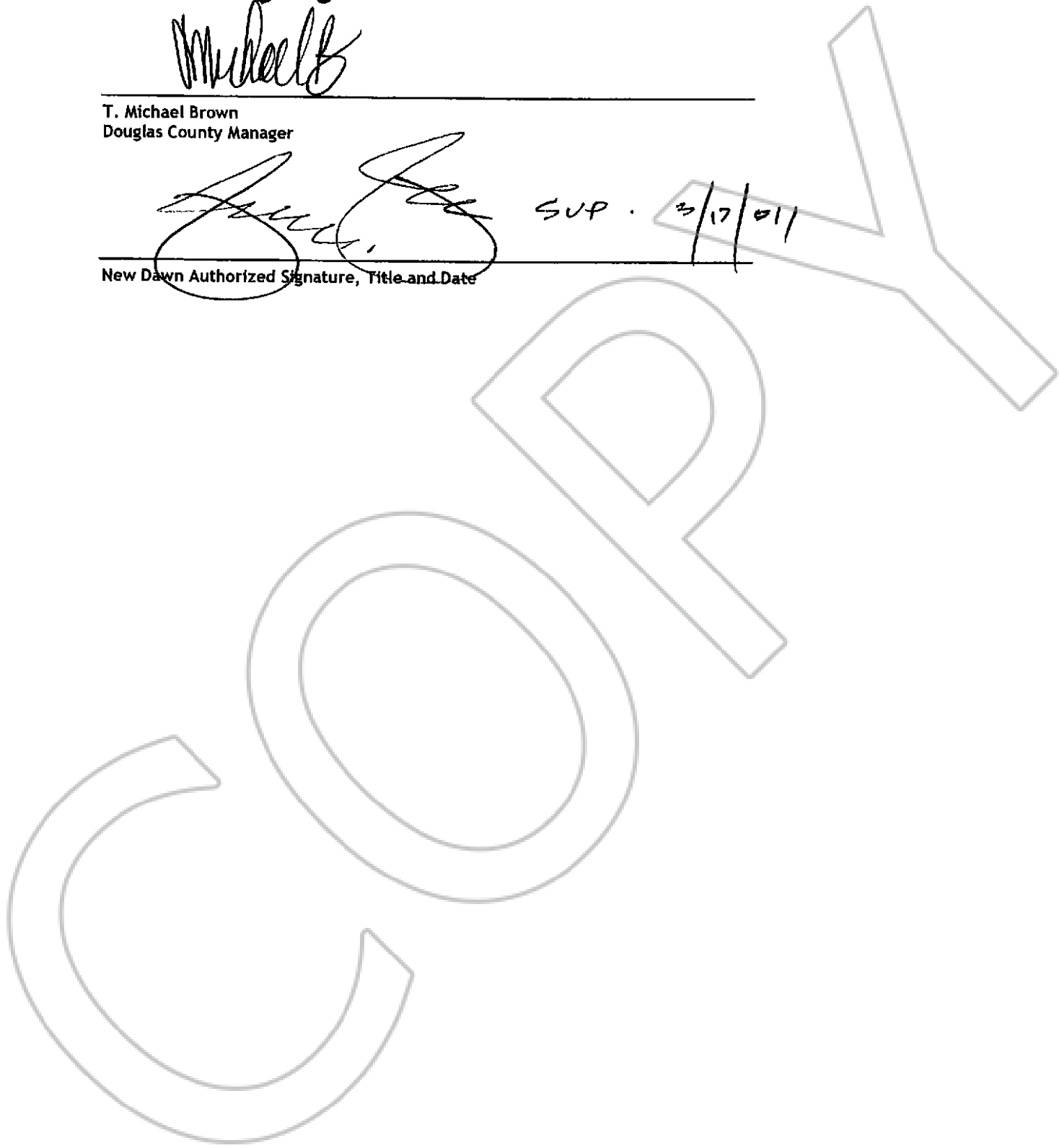


T. Michael Brown
Douglas County Manager



SUP. 3/17/11

New Dawn Authorized Signature, Title and Date



Appendix A - 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 Department of Alternative Sentencing ("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 as described in the Change Control Management Agreement.

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 Probation & Parole

1.1 Units

5 named user license(s) of the software as defined in the JustWare License Agreement.

1.2 Requirements and Recommendations

JustWare System Requirements and Recommendations

The following tables provide the various requirements and recommendations needed to optimize JustWare system performance. JustWare 5.4 will not function properly unless your system conforms to these requirements.

Note that the specifications provided in this section are only *minimum* specifications. Several factors affect JustWare's performance, including network bandwidth, server speed (e.g., processor, hard drive, and system speeds), memory, and number and function of concurrent users. Additionally, these specifications assume that you are running *only* JustWare. You should also consider the requirements of other programs you have on your servers and/or network.

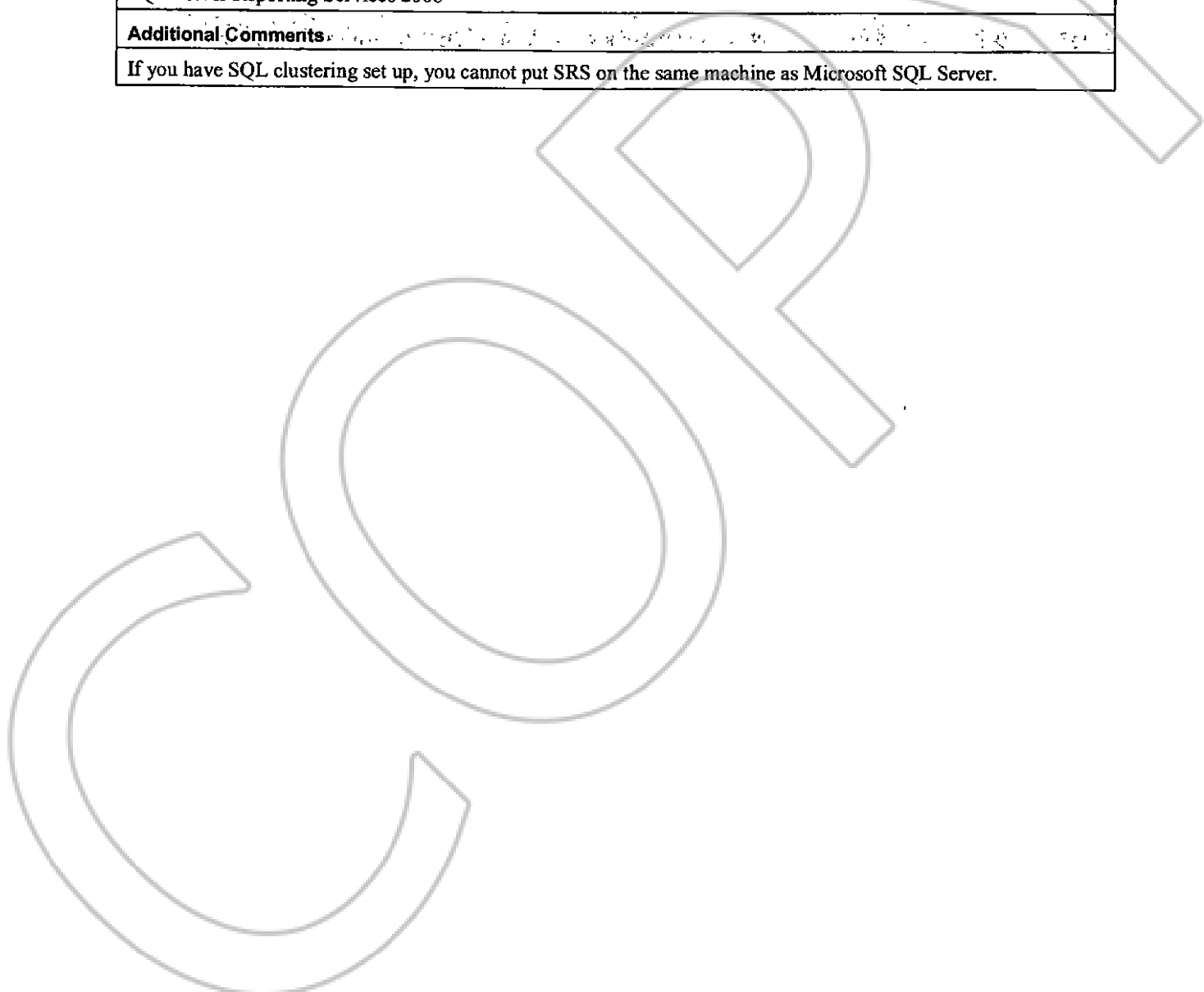
Domain Controller

Requirements for Domain Controller
You will need a Microsoft Active Directory domain
None of the following may be installed on the domain controller: <ul style="list-style-type: none"> • Microsoft SQL Server • SQL Server Reporting Services • JustWare Web Server

SQL Server Reporting Services (SRS)

Required Hardware & Software for SQL Server Reporting Services (SRS)		
Number of Clients	Processor Cores (1.8 GHz minimum each)	RAM

Required Hardware & Software for SQL Server Reporting Services (SRS)		
Number of Clients	Processor Cores (1.8 GHz minimum each)	RAM
1-50	2	4 GB or more
51-100	4	8 GB or more
101-500	6	12 GB or more
501-1,000	8	16 GB or more
1,000+	Please contact New Dawn support to determine necessary hardware.	
Required Software		
SQL Server Reporting Services 2008		
Additional Comments		
If you have SQL clustering set up, you cannot put SRS on the same machine as Microsoft SQL Server.		



Database Server

Required Hardware for Database Server		
Number of Clients	Processor Cores (1.8 GHz minimum each)	RAM
1-20	2	4 GB or more
21-50	4	8 GB or more
51-100	8	16 GB or more
101-250	12	24 GB or more
251-500	16	32 GB or more
501-750	24	64 GB or more
751-1,000	32	128 GB or more
1,000+	Please contact New Dawn support to determine necessary hardware.	
Additional Comments & Recommendations		
<ul style="list-style-type: none"> - You may combine the database tier and Web server tier on a single server, but they will then share system resources, necessitating increased server memory. For optimal performance and scalability, we recommend placing these tiers on separate servers. However, if you use Windows machine accounts instead of Active Directory accounts (not recommended), you must have the database server and Web server on a single machine. - We recommend having enough server memory that your database uses 75% of the RAM with an additional 25% available. 		

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Required Software for Database Server	
Requirements	Notes
Windows Server 2008 64 bit	Alternatively, you may use Windows Server 2003 64 bit with Service Pack 2.
Internet Information Server (IIS) 6.0 or later	
Microsoft .NET Framework 2.0 or later	Install components in the following order: <ol style="list-style-type: none"> 1. .NET 2.0 2. Updates to .NET 2.0 3. .NET 3.0 (optional) 4. Updates to .NET 3.0 (optional) 5. .NET 3.5 (optional) 6. Updates to .NET 3.5 (optional)
Microsoft SQL Server 2008 64 bit	Install both SQL Database Server and Full Text Search. By default, nested triggers will be enabled on SQL Server 2008; however, you must disable these for JustWare to run properly. JustWare cannot reside on a SQL instance with other SQL databases that require nested triggers to be enabled. Apply the following SQL Server settings: <ul style="list-style-type: none"> • Enable local and remote connections. • Set server authentication to SQL Server and Windows Authentication mode. • Ensure the Microsoft Distributed Transaction Coordinator service (MSDTC) is constantly running. • If you use images for your servers <i>and</i> have the Web service and database installed on separate machines, the MSDTC service identifiers will be identical, making them unable to communicate. In this case, uninstall and reinstall the MSDTC service on one of the servers in order to create a unique identifier. • Use a case-insensitive string collation setting.
SQL Server Reporting Services (SSRS) 2008	SSRS installs with SQL Server 2008 but you must configure it separately.
JustWare Database 5.x	
Additional Comments	
- If you are installing SRS and the database on the same machine, you must install the programs in the following order: <ol style="list-style-type: none"> 1. Internet Information Server (IIS) 2. Microsoft .NET Framework 3. Microsoft SQL Server - If you install the Web service and database on separate machines and you are setting up Integrated Security, you must set up Kerberos Delegation. You may set this up before or after installing Microsoft SQL Server.	

JustWare Web Server

Required Hardware for Web Server		
Number of Clients	Processor Cores (1.8 GHz minimum each)	RAM
1-50	2	4 GB or more
51-100	4	8 GB or more
101-250	6	12 GB or more
251-500	8	16 GB or more
501-750	12	32 GB or more
751-1,000	16	64 GB or more
1,000+	Please contact New Dawn support to determine necessary hardware.	
Additional Comments & Recommendations		
<ul style="list-style-type: none"> - If you set up Microsoft SQL clustering for JustWare, you must set up a separate Web server for the Web service outside of the SQL cluster. - You may combine the database tier and Web server tier on a single server, but they will then share system resources, necessitating increased server memory. For optimal performance and scalability, we recommend placing these items on separate servers. However, if you use Windows machine accounts instead of Active Directory accounts (not recommended), you must have these on the same machine. - We recommend using a load balanced cluster for the Web service. - We recommend using HTTPS (HTTP using SSL). Your organization is responsible for purchasing and setting up any security certificates that may be required. - To ensure prioritized bandwidth in wide area network use, we recommend using QoS (Quality of Service). 		

Required Software for Web Server	
Requirements	Notes
Windows Server 2008 (32 or 64 bit)	Alternatively, you may use Windows Server 2003 (32 or 64 bit) with Service Pack 2.
Internet Information Server (IIS) 6.0 or later	You must install IIS <i>before</i> installing Microsoft .NET Framework.
Microsoft .NET Framework 3.5 or later	Install components in the following order: 1 .NET 2.0 2 Updates to .NET 2.0 3 .NET 3.0 4 Updates to .NET 3.0 5 .NET 3.5 6 Updates to .NET 3.5
Web Service Enhancements 3.0 or later	
Adobe Acrobat Reader	
Additional Comments	
<ul style="list-style-type: none"> - Ensure the Microsoft Distributed Transaction Coordinator service (MSDTC) is constantly running. - If you use images for your servers and have the Web service and database installed on separate machines, the MSDTC service identifiers will be identical, making them unable to communicate. In this case, uninstall and reinstall the MSDTC service on one of the servers in order to create a unique identifier. 	

JustWare Client

Required Hardware for JustWare Client	
Components	Requirements
Processor	Intel Celeron or AMD 2.0 GHz or higher
Memory	1 GB; 2 GB for Windows Vista or later
Hard disk space	100 MB
Monitor size	19 inches or greater (strongly recommended but not required)
Additional Comments	
<ul style="list-style-type: none"> - The hardware requirements are to run both JustWare and JustWare Document Automation (JDA). - JustWare will run with low bandwidth between the client and Web server, but performance may be adversely affected depending on the types of data being tracked. For example, .wav or .mp3 files would require greater bandwidth to store and transfer than text documents. 	

Required Software for JustWare Client	
Requirements	Notes
Windows Vista or later	Alternatively, Windows XP with Service Pack 2 or later may be used.
Any Rich Text compatible word processing program	To use the JDA 2.0 Editor, you must install Microsoft Word 2007 with .NET Programmability Support selected.
Microsoft .NET Framework 3.5 or later	Install components in the following order: <ol style="list-style-type: none"> 1 .NET 2.0 2 Updates to .NET 2.0 3 .NET 3.0 4 Updates to .NET 3.0 5 .NET 3.5 6 Updates to .NET 3.5 (optional)
Internet Explorer 6.0 or later	Set Internet Explorer as the default browser and enable active scripting in the Internet Explorer security settings.
Additional Comments & Recommendations	
<ul style="list-style-type: none"> - The software requirements are to run both JustWare and JustWare Document Automation (JDA). - To use JustWare's Online Help, you need to install and enable the current version of Java Runtime Environment on each client machine. This will enable search functionality, context sensitive navigation, and formatting of the table of contents frame in expandable/contractible nodes. - PDF versions of the JustWare User Guide and Administrator Guide are available from the Help menu for users unable to access the online help. - JustWare provides native electronic signature functionality as part of the base application without additional New Dawn software costs. To use this functionality, we recommend installing Microsoft Word 2007. 	

JustWare Document Server

Required Hardware for Document Server	
Number of Clients	Number of Indexing Boxes
1-100	1
101+	2 with separate crawling and searching servers
Additional Comments	
<ul style="list-style-type: none"> - You may need more than one searching server. - The hard disk must have a NTFS file system-formatted partition with a minimum of 3 GB of free space for indexing services. Calculate additional space needed for file storage using the steps below: <ol style="list-style-type: none"> 1 Multiply the average number of JustWare documents generated per case (<i>JD</i>) by 0.5 MB to determine the storage space needed for documents generated inside of JustWare (<i>SSI</i>): $JD \times 0.5 = SSI$. 2 Multiply your average number of external documents attached to a case (<i>ED</i>) by their average size (<i>A</i>) to determine the storage space needed for external documents (<i>SS2</i>): $ED \times A = SS2$. 3 Add your first two totals and multiply by your average number of cases per year (<i>CPY</i>) to determine the total storage space needed per year (<i>TSS</i>): $(SSI + SS2) \times CPY = TSS$. 	

Barcode Scanner

Hardware Requirements for Barcode Scanner
<ul style="list-style-type: none"> - USB or serial port compatible - ASCII Extended Code 3 of 9 enabled (also referred to as extended Code 39 programmable) - Able to read a start character of \$A as an Insert key and an end character of \$Z as a F12 key - Must have one of the following scanner interfaces: <ul style="list-style-type: none"> o HID o Keyboard wedge o RS232
Additional Comments
<p>JustWare provides native bar-coding functionality as part of the base application. If you wish to implement this functionality in JustWare, you must purchase and set up the corresponding hardware. We also recommend maintaining a support & maintenance contract with your hardware manufacturer.</p>

1.3 New Dawn Responsibilities

- a. Provide Server Installation files for JustWare.
- b. 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 and web 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 delivery of the software to the Customer upon Contract Signing.

2. Project Management

2.1 Description

New Dawn shall provide a Project Manager to oversee the services provided under this Statement of Work. The New Dawn Project Manager shall work closely with the Douglas County Department of Alternative Sentencing Project Manager to coordinate project activities and resources, to provide project status reporting, and to ensure quality of New Dawn deliverables. Project management services shall include:

Project Planning and Organization

Project Planning and Organization tasks include the establishment of the New Dawn project team and the provision of a Project Kickoff Meeting. During the Project Kickoff Meeting, New Dawn shall meet with Douglas County Department of Alternative Sentencing project team members and stakeholders to provide a project overview, to discuss project expectations, and to review intended outcomes. This activity also identifies and communicates specific project tasks to be undertaken by New Dawn and the Douglas County Department of Alternative Sentencing. Timeframes shall be established for the development of project management deliverables under this Statement of Work, including Project Plan, Communication Plan, Responsibility Matrix, and Risk Management Plan.

Project Plan

The New Dawn Project Manager shall manage New Dawn activities through a New Dawn Project Plan. The New Dawn Project Plan shall describe tasks, estimated duration, task dependencies and estimated completion dates for work accomplished within the statement of work set forth in this Statement of Work. The New Dawn Project Plan shall describe the elements and define associated deliverables and resources.

The New Dawn Project Manager shall coordinate with the Douglas County Department of Alternative Sentencing Project Manager by regularly providing an up-to-date New Dawn Project Plan to maintain and manage the master project schedule including the development of schedules, determination and assignment of tasks, and schedule adjustments and may be made available for online viewing.

The initial New Dawn Project Plan shall be developed in conjunction with the Douglas County Department of Alternative Sentencing Project Manager upon project commencement and shall be submitted for acceptance. The activities that are scheduled to begin between submission of the initial New Dawn Project Plan and acceptance thereof shall not be delayed before acceptance of the initial New Dawn Project Plan.

Communication Plan

The New Dawn Project Manager may develop a Communication Plan defining the various forms of communication utilized throughout the project. The Communication Plan will provide a comprehensive list of communication tools used to manage the project. For each form of communication, this plan will define the

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method of communication, the frequency of communication, and each team member's role in communication. The Communication Plan will be maintained and revised throughout the course of the project, as necessary.

Responsibility Matrix

The New Dawn Project Manager may develop a Responsibility Matrix as part of the Project Plan defining the various project activities and deliverables. For each project activity and deliverable, this document shall define each New Dawn project team member's responsibility and each Douglas County Department of Alternative Sentencing project team member's responsibility. The Responsibility Matrix shall be maintained and revised throughout the course of the project, as necessary.

Risk Management Plan

The New Dawn Project Manager may establish a Risk Management Plan, which shall be used to evaluate and monitor those items that have the potential of impacting project cost or schedule. Once an item is identified as a potential risk, it shall be assessed for criticality. If deemed critical, mitigation plans shall be developed and reviewed with the Douglas County Department of Alternative Sentencing Project Manager.

Change Control Management Plan

The Change Control Management plan may be established by the New Dawn Project Manager, as defined in the Change Control Management Agreement, to provide the means to control and validate changes that may impact any aspect of the New Dawn Project Plan.

Status Reports

The New Dawn Project Manager may submit status reports to the Douglas County Department of Alternative Sentencing Project Manager on a not less than monthly basis, using a standard status report format. The status report format shall be reviewed with the Douglas County Department of Alternative Sentencing Project Manager and may be modified to respond to specific, reasonably defined reporting requirements. The status reports shall provide information regarding activities completed during the reporting period, activities in progress, activities planned during the next reporting period, and outstanding issues and action items.

Additional Communication

The New Dawn Project Manager shall work with the Douglas County Department of Alternative Sentencing Project Manager on issues relating to project status, justifications for variances in schedule, recommendations for changes, and technical information. Should any implementation issues occur which cannot be resolved by the New Dawn Project Manager and the Douglas County Department of Alternative Sentencing Project Manager, the issue resolution procedure defined hereafter shall be followed to facilitate timely resolution of such issues.

Deliverable Management (Review and Approval)

New Dawn may use a milestone deliverable approach to this project. Each milestone deliverable shall be subject to Customer acceptance, based upon acceptance criteria to be mutually agreed to by New Dawn and the Douglas County Department of Alternative Sentencing. The Douglas County Department of Alternative Sentencing Project Manager shall be responsible for facilitating the Customer review of applicable deliverables and providing documented approval of applicable deliverables to New Dawn. The New Dawn Project Manager shall be responsible for ensuring required Douglas County Department of Alternative Sentencing approval of applicable deliverables.

The Douglas County Department of Alternative Sentencing agrees that the review process is vital and important to the successful and timely completion of project deliverables. Therefore, the Douglas County Department of Alternative Sentencing agrees to take the time necessary to review each New Dawn deliverable thoroughly, in its

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entirety, prior to returning to New Dawn. By doing so, the Douglas County Department of Alternative Sentencing is avoiding unnecessary delays in approval and will be assisting New Dawn with achieving timely project delivery.

New Dawn shall be responsible for the submission of applicable deliverables to the Customer for review and approval. The Douglas County Department of Alternative Sentencing shall provide formal written acceptance or rejection of each deliverable within ten(10) business days following the receipt of the deliverable by the Douglas County Department of Alternative Sentencing, unless otherwise mutually agreed to by the New Dawn Project Manager and the Douglas County Department of Alternative Sentencing Project Manager or listed otherwise in this Statement of Work.

After reviewing the deliverable, the Douglas County Department of Alternative Sentencing may reject a deliverable only if it fails to materially comply with the respective approval criteria agreed to by the parties. The Douglas County Department of Alternative Sentencing will provide all comments in writing (via email, letter, or fax) on the deliverables in accordance with the time frames and requirements described below, providing reasonable detail sufficient to identify any deviation from the agreed upon acceptance criteria. New Dawn shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible, following the same process as set forth below. Should the parties be unable to agree upon whether a deliverable materially satisfies the agreed acceptance criteria, both parties agree to utilize the issue resolution procedures defined hereafter.

If the Douglas County Department of Alternative Sentencing rejects a deliverable in accordance with the above, then New Dawn shall re-deliver a corrected deliverable, and the Douglas County Department of Alternative Sentencing shall have ten (10) business days to accept or reject such deliverable in accordance with the above. Failure to respond within any applicable ten (10) business day period will result in initiation of the issue resolution procedures defined hereafter.

Issue Resolution

The parties will attempt in good faith to resolve any issue, controversy or claim arising out of or relating to this Statement of Work promptly by negotiations between representatives and senior executives or officials of the parties who have authority to settle the controversy as follows:

1. If an issue, controversy or claim should arise, the Douglas County Department of Alternative Sentencing Project Manager and the New Dawn Project Manager shall meet at least once and shall attempt to resolve the matter. Either project manager may request the other to meet in person within seven (7) days, at a mutually agreed date, time, and place.
2. If the matter has not been resolved within five (5) days of their first meeting, the New Dawn Project Manager and the Douglas County Department of Alternative Sentencing Project Manager shall refer the matter to parties independent from the project, including the Customer's Department of Finance/Purchasing and a New Dawn senior executive. Thereafter, the project managers shall promptly prepare and exchange memoranda stating (a) the issues in dispute and respective positions, summarizing supporting evidence and arguments, the negotiations which have taken place, and attaching relevant documents, and (b) the name and title of the independent parties who will represent that party. The independent parties shall meet in person for negotiations at a mutually agreed date, time, and place within seven (7) days of the end of the initial five (5) day period and, thereafter, as often as reasonably deemed necessary to exchange relevant information and to attempt to resolve the issue.

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3. At the mutual agreement of the independent parties, if the matter has not been resolved within fourteen (14) days of the initial meeting of the independent parties or in such time frame as is mutually agreed to by the parties, or if either party has not meet within fourteen (14) days of the end of the five (5) day period referred to in the preceding paragraph, the parties will attempt in good faith to resolve the issue, controversy, or claim by non-binding mediation.

All deadlines specified in the issue resolution process may be extended by mutual agreement of the New Dawn Project Manager and the Douglas County Department of Alternative Sentencing Project Manager.

2.2 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 and maintain the New Dawn Project Plan including the Responsibility Matrix to be delivered within thirty (30) days from the Project Kickoff Meeting.
- d. Develop and maintain the Communication Plan.
- e. Develop and maintain the Risk Management Plan.
- f. Develop and maintain the Change Control Management Plan.
- g. Coordinate and oversee the completion of all line items in this contract according to the SOW and Project Plan as described in Deliverable Management.
- h. 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.
- i. Provide frequent Status Reports as agreed upon by both parties.
- j. Coordinate resolution to items deviating from the Project Plan, SOW or Contract as outlined in the Change Control Management Plan.
- k. Provide timely responses to issues related to project progress raised by the Customer's Project Manager.

2.3 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. Participate in the development of the Project Plan.
- e. Review the final Project Plan and identify in writing any specific changes necessary within ten (10) business days of receipt.
- f. Approve and implement the Change Management Plan.
- g. Coordinate Customer resources according to the SOW and Project Plan.
- h. Participate in scheduled status meetings with New Dawn's Project Manager.
- i. 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 as outlined in the Change Control Management Plan.
- j. Act as liaison and coordinate with other governmental agencies and the Customer's vendors, contractors, and common carriers.
- k. Approve and release payments in a timely manner according to the payment milestones.

2.4 Completion Criteria

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

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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 customer an overview of each contract 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 of 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).

3. JustWare Configuration

3.1 Units

Not to exceed 80 hour(s) of JustWare configuration services to be provided by New Dawn resources.

3.2 Description

Configuration services are designed to allow the Customer to take full advantage of the advanced automation features of JustWare by providing New Dawn resources that provide focused and dedicated services to Customer requirements. Configuration services focus on configuring one or more of the following items (Screens, Security Profiles, Data Partitioning, Code Partitioning, Business Rules, Enhanced Business Rules, Auto-Number Generation, Default Agency Involvement, Default Case Involvements, Default Event Involvements, and Reminders). New Dawn's Project Team members or Documentation Service team members, will document the configuration of each item.

3.3 New Dawn Responsibilities

- a. Provide focused configuration for one or more of the following: Screens, Security Profiles, Data Partitioning, Code Partitioning, Business Rules, Enhanced Business Rules, Auto-Number Generation, Default Agency Involvement, Default Case Involvements, Default Event Involvements, and Reminders with the selected JustWare Administrators.
- b. Provide training, general support and assistance to JustWare Administrators for each configuration item created during configuration.
- c. If training has been scheduled, cancellation of training must occur 2 business days in advance of that training. If cancellation of the training occurs less than 48 hours prior to the training, the allocated training time will be billed to the Customer.
- d. Provide detailed documentation.

3.4 Customer Responsibilities

- a. Customer acknowledges that any scheduling changes from a scheduled onsite configuration 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.

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- c. Provide office workflow and office business needs that will be addressed with JustWare configuration trip.
- d. Make arrangements and assignments for all required personnel to attend JustWare configuration meetings.
- e. Work with assigned Project Manager to determine what configuration items will be addressed in each configuration meeting.
- f. If services will be provided onsite, 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.

3.5 Completion Criteria

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

4. Business Intelligence Services

4.1 Units

20 billable hour(s) of development completed by a New Dawn Technologies Business Intelligence Developer and coordinated by New Dawn assigned Project Manager.

4.2 Description

Business Intelligence Development (BID) is a service provided to Customers by a New Dawn Business Intelligence Developer for the development of the customer's documents, enhanced business rules, reports, database report models and/or custom JustWare screens. Documents, reports and report models may be created in any of the products supported by New Dawn and owned by the Customer, at the discretion of the Customer.

4.3 New Dawn Responsibilities

- a. Project Manager will provide assistance to Customer for completion of document, report, report model, and/or custom JustWare screens specifications.
- b. New Dawn will develop the documents, business rules, loading reports, reports, report models, and/or custom screen to the specifications provided.
- c. Provide training and overview of template location, training on proper backup of templates and reports and training on mapping of templates in JustWare Administrator Console program.
- d. Provide in-depth documentation of the development and use of documents, reports, report models, and custom screens.

4.4 Customer Responsibilities

- a. Assign staff that are familiar with document and report output in order to define specifications of reports and templates.
- b. Assign staff member or members who are familiar with office workflow in order to define specifications for custom JustWare screens.
- c. Work with Project Manager to create document, report, and/or custom screen specifications.
- d. Review documents, reports, enhanced business rules, report models, and/or custom screens when development is completed to ensure the work completed matches the specifications.
- e. Ensure regular backup occurs for templates and reports.

4.5 Completion Criteria

This task is considered complete when billable hour(s) of development purchased by Customer have been used. Customer may ask for a report of used and remaining hours at any time.

This deliverable will expire one (1) year from the **Contract Signing Date** unless scheduled as part of the **Project Plan** or modified as part of a Customer signed change order. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year.

5. JustWare Support and Upgrades

5.1 Units

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

5.2 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.

5.3 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.

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: March 24, 2011

J. H. R. A. D. Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Paul G. H. R. A. D. Deputy