

OFFICIAL RECORD

Requested By:
DC/JUSTICE COURT

Assessor's Parcel Number: N/A

Date: JUNE 7, 2011

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0611 PG- 1242 RPTT: 0.00



Name: ALAN BATES, COURT COMPUTERS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2011.123

(Title of Document)



goldsystems

INFORMATION TECHNOLOGY CONSULTANTS



GOLD SYSTEMS ADDRESS: 3330 S. 700 E. Ste C, SLC UT 84106

2011.123

CLIENT INFORMATION:

Client Name		End-Client (if different than Client Name):	
Client Contact:		Phone#:	Start Date:
Client Address:		End Date:	
City:	State:	Zip:	
Client Billing Address (if different than above):		Location of Services: (if different than Client Address)	
City:	State:	Zip:	
Description of Services: See Below			

2011 JUN -7 AM 10:39

TEETHRAN
CLERK

[Signature]

Terms and Conditions: Client hereby contracts with GOLD SYSTEMS for services in accordance with the terms and conditions stated in this Purchase Order ("PSA") as described in the accompanying statement of work (Exhibit A). Client and GOLD SYSTEMS are each a ("Party") to this PSA and are collectively the ("Parties"). This PSA may only be modified or extended in a writing signed by authorized representatives of the Parties. This PSA is the entire agreement between the Parties concerning this subject matter and supersedes any prior or contemporaneous agreements or understandings regarding the same. All notices to a Party required under this PSA must be in writing to the Party's address above.

and regulations including those laws regarding non-discrimination in employment, occupational health and safety, environmental protection, and fair labor standards

1. Services. GOLD SYSTEMS will provide temporary technical staffing support services at the Client's direction for the term of this PSA. Client understands and agrees that GOLD SYSTEMS may provide services directly or through affiliates or subcontractors. Any work product of Gold Systems resulting from the services shall be "work-for-hire" and shall belong to Client. The Gold Systems' Consultants assigned to project shall not be deemed employees of Client and shall not be entitled to benefits or privileges of Client's employees. GOLD SYSTEMS acknowledges that it is solely responsible for compensating the Consultants or Consultants' employer for the services he/she performs and will withhold such federal, state and local taxes and unemployment insurance as required by law. Client agrees to pay GOLD SYSTEMS for such services at the rate(s) amounts specified in this PSA. Invoicing will be monthly and payment is due to GOLD SYSTEMS within thirty (30) days of Client's receipt of invoice. GOLD SYSTEMS may charge interest at the rate of one and one-half percent (1 1/2%) per month on any amounts unpaid after forty-five (45) days of invoice date. Any late invoicing by GOLD SYSTEMS shall not affect Client's obligation to pay for services rendered. Client agrees that the rate(s) specified do not include, and agrees to reimburse GOLD SYSTEMS for any sales, use, excise or similar taxes which may be assessed on the services provided under this PSA (except for taxes on GOLD SYSTEMS' net income). Client further agrees to reimburse GOLD SYSTEMS for any reasonable and necessary out-of-pocket expenses incurred in performing the services, unless otherwise provided in this PSA. Client agrees to reimburse GOLD SYSTEMS for any reasonable costs or fees, including attorneys' fees, incurred in collecting any amounts that Client has failed to pay when due.

7. Non-Solicitation. During the term of this PSA and for one (1) year thereafter, Client and GOLD SYSTEMS agree that neither Party, nor any of its employees or agents will, directly or indirectly, solicit or hire away any of the other Party's employees or contractors involved in performing services or obligations under this PSA.

8. Confidentiality. During the term of this PSA and for one (1) year thereafter the Parties will take reasonable measures to keep in confidence all of the other Party's confidential information that it receives in connection with this PSA, and will not use such confidential information without the other Party's prior written permission except to perform its obligations hereunder. Confidential information shall be designated as such in writing by each respective Party. Upon the expiration or termination of this PSA each Party will return (or, if requested, destroy) the confidential information of the other Party in its possession at the time of termination or expiration.

9. Insurance. The Parties each agree to carry and maintain in force during the term of this PSA insurance coverage as follows: (i) Workers' Compensation - Statutory with limits as prescribed by applicable state law and Employer's Liability with limits of \$1,000,000, per accident and in the aggregate, (ii) Commercial General Liability with limits of \$1,000,000, combined single limit bodily injury and property damage, per occurrence and in the aggregate, and (iii) Business Automobile Liability with limits of \$1,000,000, combined single limit, each accident. The parties agree, upon written request, to provide each other with certificates of insurance evidencing these coverages.

10. Force Majeure. Neither Party will be held liable nor be deemed to be in default of this PSA if it is prevented from carrying out its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, any act of God, fire, natural disaster, accident, war, acts of war (declared or not), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, shortages in the marketplace, or act, omissions or delays in acting by any governmental authority or the other Party.

2. Limited Warranty. GOLD SYSTEMS warrants that the services will be provided utilizing reasonable care and skill in accordance with customary industry standards. Any breach of this warranty must be reported by Client in writing to GOLD SYSTEMS within thirty (30) days of Consultant's performance and GOLD SYSTEMS will re-perform, at GOLD SYSTEMS' cost, any services that did not meet the standard of care stated herein. GOLD SYSTEMS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, ON ITS SERVICES PROVIDED UNDER THIS PSA, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATIONS OF LIABILITY. Neither party shall be liable to the other for indirect, incidental, special or consequential damages sustained resulting from the action or inaction of the other under this psa, whether the cause of action against the other is in contract, breach of warranty, tort, gross negligence or otherwise, including, but not limited to lost profits, lost opportunities and/or delay damages, even if the other party was aware of or knew the potential for such damages. Gold systems' liability for damages hereunder, regardless of the form of action shall not exceed per claim and in the aggregate the total amount paid for services under this PSA. Neither party may bring action or institute a proceeding against the other party more than one (1) year after the event giving rise to such claim.

3. Mutual Indemnification. Client and GOLD SYSTEMS agree, to indemnify, defend and hold the other (including their respective directors, officers, employees and agents) harmless from and against any and all third-party claims to the extent arising solely out of their respective negligent or wrongful acts or omissions in the course of performing their obligations hereunder resulting from bodily injury, death, or damage to tangible personal property. GOLD SYSTEMS' indemnification obligations shall not extend, however, to any action or inaction of GOLD SYSTEMS or Consultant taken at the express direction of Client.

12. Assignment. Neither GOLD SYSTEMS or Client may assign its obligations under this PSA to an unaffiliated Party without the prior written consent of the other Party.

4. Term/Termination. The term of this PSA will commence as of the ("Start Date") specified above and shall end on the "End Date" specified above. Each Party may terminate this PSA without cause upon fifteen (15) days written notice to the other Party. Each Party may terminate this PSA with five (5) days written notice in the event that the other Party has breached any of the terms or conditions of this PSA and such breach has not been cured within the notice period. Client agrees to pay GOLD SYSTEMS for all fees and expenses incurred through the effective date of any termination. Upon expiration or termination of this PSA for any reason, Sections 1, 2, 3, 4, 6, 7, 8, and 11 will survive and the Parties rights and responsibilities thereunder shall remain in full force and effect.

13 Change Management Process. Client acknowledges that any changes to the Statements of Work authorized or directed by the Client, including the Agreed Specifications, may require increased or decreased work by GOLD SYSTEMS necessitating a reasonable adjustment in the payments due GOLD SYSTEMS under this Agreement, and/or to any delivery schedules. Client agrees to negotiate any such required changes in good faith in accordance with the provisions set forth in this Section 3.4., and as may be included in each Statement of Work (the "Change Management Process"), that will reflect the revised information, including, but not limited to changes in requirements, assumptions, cost, schedule or general contract terms. Once negotiated, all change orders will be executed using a format substantially the same as the Statement of Work. The terms of a Change Authorization Statement of Work will prevail over those of the applicable Statement of Work and, as applicable, any previous Changes Authorizations, to the extent they are inconsistent. Client recognizes that reasonable delays in the Services or Deliverables caused by such negotiations may result and GOLD SYSTEMS and Client will use their best efforts to minimize any such delays.

5. Client's Responsibilities. Client will provide all technical data, information and resources necessary for Consultant's performance under this PSA. Neither GOLD SYSTEMS nor Consultant has any liability or risk for any problems attributable to the content, accuracy, completeness or consistency of any information or other resources supplied by Client.

The Parties represent and warrant that they have full corporate power and authority to execute this PSA and to perform their obligations hereunder, and that the person whose signature appears below is fully authorized to enter into this PSA.

6. Compliance with Laws. The Parties will comply with all applicable laws, rules, orders, statutes

[Signature: Michael A. Olson]
Client Authorized Signer

May 19, 2011

[Signature: Dave Wilcox]
GOLD SYSTEMS Authorized Signer

5/26/2011
Date

Michael A. Olson, Chairman, Board of Commissioners
Signer's Printed Name Title

DAVE WILCOX
Signer's Printed Name Title

CEO
Title



goldsystems
 INNOVATION THROUGH TECHNOLOGY

EXHIBIT A – STATEMENT OF WORK
 (For Project Work)

SOW #: _____

THIS STATEMENT OF WORK ("SOW") is issued in accordance with the Agreement dated _____, between GOLD SYSTEMS Services Inc. ("GOLD SYSTEMS") and _____, ("Client").

Term/Period of Performance: Start Date: _____ End Date: _____
Statement of Work Type: (Check One) <input type="checkbox"/> Fixed Price <input type="checkbox"/> Time & Materials (No Ceiling) <input checked="" type="checkbox"/> Time & Material w/Not-to Exceed (NTE) Ceiling Other (Please Describe) _____
Statement of Work Value: (Check One) <input type="checkbox"/> Not to Exceed Fixed Price of _____ - Bill Per Rates Below <input type="checkbox"/> No Stated Value <input checked="" type="checkbox"/> Total NTE Value Per Rates and Hours below (*). \$ _____

Time & Materials Rate Schedule:					
Name	Project Number	Labor Classification (GLC/PLC)	Hourly Rate	NTE Hours *	Authorized NTE *
Dev/PM/QA	1		\$90.00	720	720

CLIENT INFORMATION Client Name: Client PO#: Work Location:	Client Contact Name: Phone Number:
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Scope/Description of Work:

Gold Systems will develop software to integrate the Justice Court JustWare application with two separate systems. The first integration will be between the Justice Court's JustWare and the DA/DAS's JustWare databases. This will be a two-way import/export process that utilizes the API provided by the JustWare application. The second integration application will be a one-way web service export in a predefined format from the Justice Court's JustWare to the Nevada MCIJIS System. The application will export single records at a time in a batch or near real time. Gold Systems will develop and test the export process according to the AOC guidelines for MCIJIS record submissions.

Specifications/Requirements:

A detailed specification document will be prepared as a deliverable of Item 1 in the task list below. This specification will be used to direct the subsequent tasks. The specification will also be used as a basis for testing that the client requirements are being met by the system.

Assumptions:

The client will provide a subject matter expert with the knowledge and resources to meet with Gold Systems via conference calls and provide ongoing answers to questions about the subject matter. The import jobs will run in a reasonable amount of time so as not to interrupt any other use of the JustWare applications. Gold Systems will help install and configure our application to run in a production and any applicable test environments. The JustWare database will not be accessed directly but only through the supplied Application Programming Interface (API). The file format for the Nevada MCIJIS file is predetermined and JustWare already contains all the data that is needed for the file. Changes in complexity or scope will impact timeline, budget, and overall functionality.

Deliverables, Costs, & Schedule:

Task	Resource Type	Cost	Complete by
Item 1 - Setup, database design, dev setup, requirements doc.	PM, DEV, QA	\$ 14,400	2 weeks after award
Item 2 - Tracking of synchronized exported records	PM, DEV, QA	\$ 2,700	3 weeks after award
Item 3 - JustWare to JustWare Integration	PM, DEV, QA	\$ 22,500	6 weeks after award
Item 4 - MCIJIS Interface	PM, QA	\$ 10,800	8 weeks after award
Item 5 - Testing and Deployment	PM, QA	\$ 14,400	13 weeks after award
Total:		\$ 64,800	13 Weeks

GOLD SYSTEMS Provided Third Party Technology: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(NOTE: Specify any third party technology provided by GOLD SYSTEMS that may be required to be included in the Deliverables during the course of performance. Otherwise, indicate that no such technology is currently contemplated by the parties.)</i>	If yes, please describe:
Client Provided Third Party Technology: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(NOTE: Specify any third party technology provided by Client that may be required to be included in the Deliverables during the course of performance. Otherwise, indicate that no such technology is currently contemplated by the parties.)</i>	JustWare database and assistance, New Dawn API
Client Provided Equipment: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	All hardware, software, and security systems provided by the client, including a place for the API interface to run.
GOLD SYSTEMS Provided Equipment: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please describe:
Payment Schedule: 50% deposit, 50% due upon acceptance	
Client Invoice Address: 3330 South 700 East, Suite C. Salt Lake City, Utah 84106	
GOLD SYSTEMS Primary Contact: Chris Allen	Phone: 801 456 6113
Client Primary Contact:	Phone:
Additional Terms:	

This Statement of Work will be effective and become an integral part of the Agreement upon signature of an authorized representative of both parties. This Statement of Work supersedes any and all previous or contemporaneous agreements and understandings with respect to the subject matter of this Statement of Work (provided that the Agreement remains in full force and effect). This Statement of Work performs the same function as a purchase order.

ACKNOWLEDGED AND ACCEPTED:

The undersigned have read, understand, and agree to the terms and conditions herein, including any attachments hereto.

For and on behalf of GOLD SYSTEMS:	For and on behalf of Client:
By: <i>Dave Wilcox</i>	By: <i>Michael A. Olson</i>
Printed Name/Title: DAVE WILCOX, CEO	Printed Name/Title: Michael A. Olson, Chairman
Date: 5/26/2011	Date: May 19, 2011

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: June 7 2011
Tracy Clerk of the 9th Judicial District Court
of the State of Nevada, In and for the County of Douglas.
By: *Debra Wilcox* Deputy