

January 20, 2009

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Mr. Russ Tiensvold
Pennington County
300 Kansas City Street, Suite 100
Rapid City, SD 57701

Dear Mr. Tiensvold:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits A and B) 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.

Other than for the purposes of internal review, 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 are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: _____
Larry D. Leinweber, President

PENNINGTON COUNTY, SOUTH DAKOTA
(Customer)

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

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 APRIL 17, 2009.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

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

Application Package

Cost

STANDARD APPLICATION SOFTWARE ^{1,2,3,4}		
ITEM	DESCRIPTION	INVESTMENT

DELETIONS
FIRE RECORDS

1. **Aegis/MSP Fire Records Software Base Package**
2. **Federal and State Compliance Reporting for Fire Records**
 - State/NFIRS 5.0 Electronic Reporting
3. **Additional Aegis/MSP Software for Fire Records**
 - Fire Permits
 - Vehicle Tracking and Maintenance

ADDITIONS
CAD

4. **Aegis/MSP Third Party CAD Interface Software⁵**
 - Fire Records Interface

LAW ENFORCEMENT RECORDS

5. **Aegis/MSP Third Party LE Records Interface Software⁵**
 - APS Ticket Writer Interface

CLIENT SOFTWARE

6. **Aegis[®] Law Enforcement Mobile Unit Software (13 Units)**
Field-Based Reporting (13 Units)
APS MCT Ticket Writer Interface

TOTAL SOFTWARE LICENSE FEE ^{6,7}

\$0

Note: Standard Software Maintenance Agreement (SSMA) fees will decrease by \$5,608 for the above software change at the next annual billing.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003 Server and SQL Server 2000/2005 are required for the Application and Database Server(s).*
- ² *New World Systems' MSP product requires Microsoft Windows 2003 Server and SQL Server 2000/2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' MSP product requires Microsoft Word and Excel.*
- ⁴ *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.*
- ⁵ *Does not include any required 3rd party hardware or software unless specified in Section C of this proposal. Customer is responsible for any 3rd party support.*
- ⁶ *Prices assume that all software is licensed.*
- ⁷ *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

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

PRICING VALID THROUGH APRIL 17, 2009

EXHIBIT B
INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

1. 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) | Fire Records Interface | \$6,000 |
| b) | APS Ticket Writer Interface | 6,000 |

TOTAL INTERFACE INSTALLATION SERVICE FEES\$12,000

2. Support Service Fees Estimate

Based on the services suggested above, the Interface Installation Services costs will be a total of **\$12,000**. (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.)

3. 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 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 procedures mutually agreed upon by **Customer** and **New World**).

4. Payments for Interface Installation Services

Interface Installation Services will be billed as follows:

- | | | |
|----|--|---------|
| a) | 50% of the total amount is due upon the Effective Date | \$6,000 |
| b) | 50% of each Interface amount is due upon completion of the individual installation | 6,000 |

TOTAL INTERFACE INSTALLATION SERVICES FEE\$12,000

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.

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