NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Pennington County and City of Rapid City, South Dakota** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. **Service Period**

This SSMA shall remain in effect for a period of one (1) year from (start date) 7/1/11 to (end date) 6/30/12.

2. **Services Include**

The following services or features are available under this SSMA:

(a)   Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).

(b)   Temporary fixes to Licensed Standard Software (see paragraph 6 below).

(c)   Revisions to Licensed Documentation.

(d)   Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).

(e)   Invitation to and participation in user group meetings.

(f)   Emergency 24-hour per day telephone support, for Aegis CAD and Mobile only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.

(g)   Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

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

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. **Maintenance for Modified Licensed Standard Software and Custom Software**

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

4. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. **Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. **Requests for Software Correction on Licensed Standard Software**

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

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

    (a)   situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;

    (b)   situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;

    (c)   requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. **Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server**

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package		Number of Modules
1. *Aegis®*	Computer Aided Dispatch (CAD)	17
2. *Aegis®*	Law Enforcement Records Software	26
3. *Aegis®*	Public Safety Interface Software	12
4. *Aegis®*	Corrections Management Software	13
5. *Aegis®*	Other Software for Public Safety	1
6. *Aegis®*	Photo Imaging Software	2
7. *Aegis®*	Data Analysis/Crime Mapping/Mgt Reporting	4
8. *Aegis®*	Mobile Management Server Software	4
9. *Aegis®*	Mobile Software on the RS6000	3
10. *Aegis®*	Mobile Client Laptop Software	11
11. *Aegis®*	Mobile Software on the 400 or MSP Server	1
12. *Aegis®*	ESRI Embedded Applications - Upgrades	2

**ANNUAL
MAINTENANCE COST: See Below**

Period Covered	Annual Amount *	Billing Date
2/1/2011 to 6/30/2011	$9,712	6/15/2011
7/1/2011 to 6/30/2012	$241,331	6/30/2011

*Annual SSMA amounts assume execution of addendum dated 2/14/11.

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer.** After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY: ACCEPTED BY:

Customer: Pennington County, South Dakota   **New World Systems Corporation**

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

ACCEPTED BY:

Customer: City of Rapid City, South Dakota

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing 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. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Pennington County, SD

Licensed Application Software
At February, 2011

1. **Aegis® Combined LE/Fire/EMS CAD MSP**
   - Combined LE/Fire/EMS CAD MSP
     - Base
     - CAD Messaging Module
     - Call Scheduling Module
     - Call Stacking Module
     - Dispatch Questionnaire Module
     - Geo-File Verification Module
     - Hazard and Location Alerts Module
     - Interface to Aegis® Law Enforcement Records Module
     - Interface to Aegis® Fire Records Module
     - Note Pads Module
     - Rip-N-Run Module
     - Run Cards Module
     - Tone Alerts Module
     - Unit Control Panel Module
     - Unit Recommendation Module
   - CAD Mapping MSP
   - Pre-Arrival Questionnaire CAD Interface MSP

2. **Aegis® LE Records Multi-Jurisdictional Base MSP**
   - LE Records Multi-Jurisdictional Base MSP
     - Base
     - Accidents Module
     - Arrest Module
     - Business Registry Module
     - Case Processing Module
     - Computer Aided Investigations Module
     - Federal Reports (UCR/IBR) Module
     - Geo-File Verification Module
     - Impounded Vehicles Module
     - Incident Tracking Module
     - Jacket Processing Module
     - Personnel / Education Module
     - Property Module
     - Traffic Tickets and Citations Module
     - Wants and Warrants Module
   - LE Records Federal & State Compliance MSP
   - Field Investigations MSP
   - Gun Permits MSP
   - Case Management MSP
   - Bicycles MSP
   - Alarms Tracking and Billing MSP
   - Activity Reporting and Scheduling MSP
   - Property Room Bar Coding MSP
   - Career Criminal Registry MSP
   - Orders of Protection MSP
   - Gang Tracking MSP

3. **Aegis® State/NCIC Interface MSP**
   - State/NCIC Interface MSP
   - On-Line CAD Interface to State/NCIC MSP
   - On-Line Wants & Warrants Interface to State/NCIC MSP
   - On-Line Property Checks Interface to State/NCIC MSP
   - Identix Interface MSP
   - E-911 Interface MSP
   - Priority Dispatch ProQA for EMD Interface MSP
   - Swanson Comissary Interface MSP
   - On-Line Global Subjects Interface to State/NCIC MSP
   - Zetron Encoder Interface (Model 2200) MSP
   - Fire Records Interface MSP
   - Ticket Writer Interface MSP

4. **Aegis® Corrections Management Base MSP**
   - Corrections Management Base MSP
      - Base
      - Interface to Aegis® Law Enforcement Records Module
      - Bookings Module
      - Custody Tracking Module
      - Inmate Classification Module
      - Inmate Property Tracking Module
      - Inmate Tracking and Processing
   - Commissary Accounting MSP
   - Federal & State Corrections Compliance MSP
      - Base
      - Federal and State Corrections Reporting Module
      - FBI Fingerprint Card Module
      - State Fingerprint Card Module
   - Bar Coding MSP

5. **Aegis® Site License - Corrections**
   - Site License - Corrections

6. **Aegis® Digital Imaging MSP**
   - Digital Imaging MSP
   - Public Safety Mug Shots/Line-Ups MSP
      - Digital Imaging

7. **Aegis® Analysis Base With One Application**
   - Analysis Base With One Application
   - Analysis Second Application
   - Analysis Third Application
   - Analysis Fourth Application

Pennington County, SD

Licensed Application Software
At February, 2011

8. **Aegis® Field Reporting Server**
   - Field Reporting Server
   - Data Merge to Aegis/MSP LE Records
   - Field Reporting Data Merge
   - Base CAD/NCIC/Messaging

9. **Aegis® Base Message Switch to NCIC**
   - Base Message Switch to NCIC
   - New World CAD Interface for Aegis/MSP
   - Mobile Upload Software

10. **Aegis® LE State/NCIC via Switch**
    - LE State/NCIC via Switch   56 User(s)
    - LE Field Reporting   119 User(s)
    - LE Accident Field Reporting   47 User(s)
    - Mobile Upload of Field Reports   56 User(s)
    - LE CAD Via Switch   56 User(s)
    - LE Accident Field Reporting Compliance   47 User(s)
    - LE Field Reporting Compliance   119 User(s)
    - Fire CAD Via Switch (Messaging)   13 User(s)
    - Mugshot Images Download   56 User(s)
    - In Car Mapping   50 User(s)
    - Ticket Writer Interface   13 User(s)

11. **Aegis® MDT/MCT Base CAD/RMS Interface**
    - MDT/MCT Base CAD/RMS Interface

12. **Aegis® ESRI Embedded Applications**
    - Mobile In-Car Mapping Integration
    - ArcGIS Standard Enterprise Server Integration