



*New World Systems*  
The Public Sector Software Company

LF083006-22

August 21, 2006

**ADDITIONAL SOFTWARE LICENSE AGREEMENT**

Mr. John Beardsley  
Pennington County and City of Rapid City  
300 Kansas City Street  
Rapid City, SD 57701

Dear Mr. Beardsley:

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

The attached form (Exhibit A) is to be reviewed and approved by you and/or your authorized representative. It describes 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)

**CITY OF RAPID CITY, SOUTH DAKOTA**  
(Customer)

By: \_\_\_\_\_  
Larry D. Leinweber, President

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.

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

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

<u>Application Package</u>	<u>Cost</u>
<b><u>CLIENT SOFTWARE</u></b>	
1. <b>Aegis<sup>®</sup> Law Enforcement Mobile Unit Software (3 Units)</b>	
New World AVL	\$300 ca. 900
2. <b>Aegis<sup>®</sup> Fire Mobile Unit Software (3 Units)</b>	
Fire CAD via Switch	\$750 ca. 2,250
<b>TOTAL LAPTOP SOFTWARE</b>	<b>3,150</b>
 <b>TOTAL SOFTWARE LICENSE FEE <sup>1,2</sup></b>	 <b><u>\$3,150</u></b>

Note: Year 1 Standard Software Maintenance Agreement (SSMA) fees of \$504 for the above software will be added to Customer's current SSMA fees and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with Customer's existing SSMA. Subsequent year SSMA fees will be consistent with the SSMA agreement currently in effect.

ENDNOTES

<sup>1</sup> *Prices assume that all software is licensed.*

<sup>2</sup> *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

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

a) DOWN PAYMENT	\$3,150
100% of the total Exhibit A cost	
[Invoiced upon receipt of signed	
<i>Standard Software License and Services Agreement.</i> ]	
<b>TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE.....</b>	<b><u>\$3,150</u></b>

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

PRICING VALID THROUGH OCTOBER 27, 2006.