



January 7, 2009

ADDITIONAL SERVICES 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 provide additional services to upgrade to Mobile 8.x for Base Mobile.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional 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 MARCH 31, 2009.

EXHIBIT B
INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

1. Other Installation Service Fees

Installation includes the following services with these corresponding fees.

- a) Messaging and Field Reporting (including Accidents)
- b) AVL
- c) Mugshot Download
- d) Mapping and Routing
- e) Fire CAD

TOTAL INSTALLATION SERVICE FEES.....\$15,000

2. Support Service Fees

Based on the services suggested above, the Installation Services costs will be a total of **\$15,000**. **Customer** agrees to pay Travel and Living Expense estimated at **\$10,500**.

Additional services are also available at the rate of **\$140** per hour. This rate is protected for one year from the date **New World** executes this **Agreement**. After one year, **Customer** shall pay the then-current hourly rate for all Exhibit B support services rendered.

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 Licensed 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 Other Installation Services

Other Installation Services will be billed as follows:

- a) 50% of the total amount is due upon the Effective Date \$7,500
- b) 50% of the total amount is due upon completion of Installation \$7,500

TOTAL OTHER INSTALLATION SERVICES FEE\$15,000

Exhibit B / INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES

5. Payments for Installation and Training Support Services and Travel Costs

All hours for installation and training support services and all travel costs will be billed weekly for services provided in the previous calendar week.

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.