



October 19, 2007

ADDITIONAL SOFTWARE LICENSE AGREEMENT
(Per Flagler County, FL Agreement)

Mr. Courtney Violette
City of Palm Coast
2 Commerce Blvd.
Palm Coast, FL 32164

Dear Mr. Violette:

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.

The General Terms and Conditions from our original License Agreement, with Flagler County, Florida, are incorporated and 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 PALM COAST, FL
(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> ^{1,2,3}	<u>Cost</u>
<u>MOBILE SOFTWARE</u>	
<u>CLIENT SOFTWARE</u>	
1. <i>Aegis</i>[®] Fire Mobile Unit Software (10 Units)	
Fire CAD via Switch	\$1,250 ea. 12,500
TOTAL LAPTOP SOFTWARE	12,500
TOTAL SOFTWARE LICENSE FEE ^{4,5}	<u>\$12,500</u>

Note: Standard Software Maintenance Agreement (SSMA) fees listed below 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 for the above software will be consistent with the SSMA agreement currently in effect.

Year 1 SSMA	\$2,000
Year 2 SSMA	2,125
Year 3 SSMA	2,250
Year 4 SSMA	2,375
Year 5 SSMA	2,500

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 *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.*
- ⁴ *Prices assume that all software is licensed.*
- ⁵ *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	\$6,250
50% of the total Exhibit A cost	
[Invoiced upon receipt of signed	
<i>Standard Software License and Services Agreement.</i>]	
b) DELIVERY PAYMENT	\$6,250
50% of each application cost	
[Invoiced as each Exhibit A Licensed Standard	
Software package is delivered to Customer.]	
TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE.....	<u>\$12,500</u>

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

PRICING VALID THROUGH NOVEMBER 15, 2007.

EXHIBIT B
PROJECT MANAGEMENT SERVICES AND FEES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
 - a project close-out meeting at **Customer's** location to conclude the project.
- f) **New World** consultation with other vendors or third parties.

To implement the Exhibit A applications, the Project Management fee will be **\$5,000**. The project management services are performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

2. Installation and Training Support Hours Recommended

All installation and training to be provided in conjunction with Flagler County training.

3. Support Service Fees Estimate

Additional services are also available at the rate of **\$130** per hour. This rate is guaranteed for work performed on this contract within 6 months of acceptance. Beyond that date, these and any additional services will be provided at your then current rate.

Based on the services suggested above, the Project Management Services costs will be a total of **\$5,000**. (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.)

4. 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.

Exhibit B / PROJECT MANAGEMENT SERVICES AND FEES

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**).

5. Payments for Project Management Services

Project Management Services will be billed as follows:

a) Day 10 after Agreement signed	\$2,500
d) Upon project completion or 180 days after Agreement signed, whichever comes first.	2,500
TOTAL PROJECT MANAGEMENT SERVICES FEE.....	<u>\$5,000</u>

6. 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.