

Introduced by _____ Council Bill No. R 267-13

A RESOLUTION

authorizing an agreement with New Dawn Technologies, Inc.
for the purchase of JustWare Prosecutor case management
software.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS
FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with
New Dawn Technologies, Inc. for the purchase of JustWare Prosecutor case management
software. The form and content of the agreement shall be substantially as set forth in
"Attachment A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor



CONTRACT TO City of Columbia

Pricing Provided Expires: January 19, 2014

Terms and Conditions

THESE TERMS AND CONDITIONS including all exhibits and attachments (this “**Agreement**”) are entered into as of _____, 20__ (the “**Effective Date**”) by and between New Dawn Technologies, Inc. (“**New Dawn**”) and City of Columbia, Missouri, a municipal corporation (“**Customer**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the JustWare Prosecutor License Agreement, in the form attached hereto as Exhibit D (the “**License Agreement**”).

WHEREAS, Customer desires to purchase from New Dawn, and New Dawn desires to sell and license to Customer, certain software products and services (the “**Product**” or “**Products**”) as defined in the Statement of Work, in the form attached hereto as Exhibit C, of even date herewith (as the same may be updated and amended by the parties from time to time in writing) (the “**Statement of Work**”), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Product Sale, License and Delivery

1.1 Sale and License. Pursuant to the License Agreement, New Dawn shall sell and license to Customer, and Customer agrees to purchase and license and/or subscribe from New Dawn, the Product, including the New Dawn Software Modules identified in the New Dawn Quotation, as both capitalized terms are defined in the Statement of Work. The license shall commence upon execution by both parties of the License Agreement. For purposes of this Agreement and the License Agreement, all “licenses”, “named user licenses”, “concurrent licenses”, “site licenses” or any other licenses purchased by Customer are not specific to a particular individual person or position and may be used by Customer and any persons approved by Customer so long as the total number of users actively using the Product(s) at any given time does not exceed the number of licenses purchased by Customer. This provision supersedes any conflicting provision.

1.2 Delivery. Products, including software or access to software, documentation required for installation thereof and license keys, shall be delivered by New Dawn to Customer upon the execution of this Agreement; *provided, however*, Project Start Meeting will commence once the Contract Signing Payments are received by New Dawn from Customer.

2. Prices & Payment

2.1 Prices. Customer agrees to purchase the Products at the prices set forth in the Pricing Proposal, in the form attached hereto as Exhibit A attached. These prices will remain valid during the Term of this Agreement (as defined below) and shall not exceed the amount specified therein. New Dawn may adjust prices thereafter. All obligations of the Customer under this Agreement which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose by Customer, provided that Customer will pay New Dawn for Products and Services delivered prior to the effective date of termination due to a lack of appropriations.

2.2 Payment. Customer shall pay New Dawn for the aggregate purchase price of Products ordered by Customer according to the schedule set forth in the form attached hereto as Exhibit B. Each such payment shall be due and payable within thirty (30) calendar days of a notice of completion of the previous phase of work (the “**Notice of Completion**”). New Dawn shall invoice Customer for annual support, which will be paid by Customer no later than the anniversary of the Initiating Phase Notice to Proceed signing date. All Product sales are final, and payments are non-refundable.

2.3 Manner and Place of Payment. All payments hereunder shall be payable in U.S. dollars. All payments owed under this Agreement shall be made by wire transfer in immediately available funds to a bank and account designated in writing by New Dawn, unless otherwise approved by New Dawn.

2.5 Late Payments. In the event that any payment due under this Agreement is not made when due, the payment shall accrue interest from the date due at the rate of one and a half percent (1.5%) per month; *provided, however*, that in no event shall such rate exceed the maximum legal annual interest rate. The payment of such interest shall not limit New Dawn from exercising any other rights it may have as a consequence of the lateness of any payment.

3. Limited Warranty and Limited Remedies

New Dawn warrants that, upon completion of delivery and installation, the Products sold under this Agreement will conform in all material respects with the Product Documentation, or, if different, to the specifications of the Products as provided to and accepted by Customer, and will be conforming and free from defects in material and workmanship until twenty-four (24) months after the date of manufacture (which date of manufacture shall be clearly marked in materials provided to Customer); *provided, however*, that this limited warranty does not apply to Custom Software (or the services covered by First Year Support). Notwithstanding anything contained in this Agreement to the contrary, the warranty of New Dawn as provided herein shall be void if any alterations, modifications or work have been performed on such Product, or to the extent that any alleged defect is the result of abuse, misuse, improper maintenance or storage, accident, action or inaction on the part of any party other than New Dawn. Nor

shall New Dawn be responsible (a) for the quality or condition of any materials supplied by or through Customer, or (b) for any defect to the extent due to uses that do not conform to the applicable instructions. Subject to the foregoing, if a Product is not as warranted and Customer notifies New Dawn in writing within the twenty-four month warranty period noted above and returns that Product to New Dawn within thirty (30) calendar days of Customer's discovery, New Dawn will, at its option, promptly repair or replace the defective Product. Any such repaired or replaced Product shall be shipped back to Customer at New Dawn's sole expense. This remedy will not be deemed to have failed of its essential purpose so long as New Dawn is willing and able to repair or replace a defective Product in the prescribed manner. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

4. Default

4.1 Event of Default. The occurrence of any one or more of the following shall constitute an **"Event of Default"** under this Agreement:

- a) Customer fails to pay to New Dawn any charge, costs, or other payment accruing hereunder within sixty (60) calendar days of the applicable Notice of Completion if such delinquency has not been corrected within ten (10) calendar days after New Dawn has given Customer written notice of such delinquency;
- b) Customer fails to perform any obligation set forth in this Agreement, repudiates any obligation set forth in this Agreement, or wrongfully rejects conforming and non-defective Products by Customer if such failure has not been corrected within sixty (60) calendar days after New Dawn has given Customer written notice of such failure;
- c) New Dawn's failure to perform any obligation set forth in this Agreement if such failure has not been corrected within sixty (60) calendar days after Customer has given New Dawn written notice of such failure; or
- d) Customer's failure to start Project Start Meeting on a date mutually agreed-upon by Customer and New Dawn.

4.2 Effect of Default. Upon the occurrence of any Event of Default, the party adversely affected may halt all pending and/or planned activities on Project Start Meeting; and/or terminate this Agreement effective immediately. New Dawn may proceed against Customer in any lawful manner for satisfaction of amounts owed by

Customer, including interest owed thereon calculated at one and a half percent (1.5%) per month; *provided, however*, that such interest amount does not exceed the maximum legal annual interest rate. New Dawn may proceed against Customer in any lawful manner to repossess Products remaining in Customer's possession to satisfy, in whole or in part, Customer's obligations under this Agreement.

5. Indemnification

Indemnification by New Dawn. New Dawn hereby agrees to save, defend and hold Customer and its directors, officers, employees and agents (each, a "**Customer Indemnatee**") harmless from and against any and all claims, suits, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorneys' fees (collectively, "**Losses**") to which any Customer Indemnatee may become subject as a result of (a) any claim, demand, action or other proceeding by any entity other than New Dawn or Customer ("**Third Party**") to the extent such Losses arise directly or indirectly out of the breach by New Dawn of any warranty, representation, covenant or agreement made by New Dawn in this Agreement; and/or (b) any claim alleging that any Product directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a Third Party; except to the extent such Losses result from the gross negligence or willful misconduct of any Customer Indemnatee or the material breach by Customer of any warranty, representation, covenant or agreement made by Customer in this Agreement.

6. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR RELIANCE DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. In addition, New Dawn shall not be liable to Customer for any damages arising from or relating to this Agreement exceeding the total of payments made by Customer to New Dawn under this Agreement, up to five hundred thousand dollars (\$500,000), even if New Dawn knew or should have known of the possibility of such damages.

7. Confidentiality

Authorized Disclosure. Either party may disclose the terms of this Agreement to the extent such disclosure is reasonably necessary in approving this Agreement or complying with applicable court orders or governmental regulations, including responding to any public records request; provided that if Customer is

required to make (or anticipates making) any such disclosure of the terms of this Agreement, it will to the extent practicable give reasonable advance notice to New Dawn of such disclosure requirement.

8. Term & Termination

8.1 Term. The term of this Agreement (the “**Term**”) will commence as of the Effective Date and, unless sooner terminated as provided hereunder, will terminate upon the completion and delivery of the Products.

8.2 Termination. Either party shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) calendar days’ written notice to the other party.

8.3 Effect of Termination. Expiration or termination of this Agreement shall not relieve either party of any obligation accruing prior to such expiration or termination, including Customer’s obligation to make payment of all outstanding amounts due and payable within the prescribed period for making such payment pursuant to Section 2 of this Agreement. The obligations and the rights of the parties under Sections 2 and 6 shall survive expiration or termination of this Agreement.

9. Dispute Resolution

9.1 Initial Resolution by Meeting. PARTIES SHALL ATTEMPT TO RESOLVE AMICABLY ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ALLEGED BREACH OR FRAUD IN THE INDUCEMENT HEREOF, BY MEETING WITH EACH OTHER WITHIN THIRTY (30) CALENDAR DAYS AFTER WRITTEN NOTICE OF A DISPUTE IS DELIVERED FROM ONE PARTY TO THE OTHER PARTY. SUBSEQUENT MEETINGS MAY BE HELD UPON MUTUAL AGREEMENT OF THE PARTIES.

9.2 Mediation of the Dispute. IF THE DISPUTE IS NOT RESOLVED WITHIN SIXTY (60) CALENDAR DAYS OF COMMENCEMENT OF SUCH MEETINGS, THE PARTIES SHALL SUBMIT THEIR DISPUTE, IN GOOD FAITH, TO MEDIATION BY AN ORGANIZATION OR COMPANY SPECIALIZING IN PROVIDING NEUTRAL, THIRD-PARTY MEDIATORS. THE MEDIATION SHALL BE CONDUCTED IN ENGLISH AND SHALL BE HELD AT SUCH LOCATION AS REASONABLY, MUTUALLY AGREED BY THE PARTIES WITHIN SIXTY (60) CALENDAR DAYS OF THE DATE THE DISPUTE IS SUBMITTED TO MEDIATION, UNLESS THE PARTIES MUTUALLY AGREE ON A LATER DATE.

10. Miscellaneous

10.1 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); *provided, however*, that New Dawn may assign this Agreement and its rights and obligations hereunder without Customer’s consent in connection with the transfer or sale of all or substantially all of New Dawn’s business to which this Agreement relates to a Third Party, whether by merger, sale of stock, sale of assets or otherwise. The rights

and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Any assignment not in accordance with this Agreement shall be void.

10.2 Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

10.3 Injunctive Relief. The parties hereby acknowledge and agree that in the event of any breach of this Agreement by either party, the other party will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against or appropriate compensation for, such injury. Accordingly, the parties hereby agree that the non-breaching party shall be entitled to specific performance of the other party's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

10.4 Governing Law; Venue. This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable.

To the extent the court has or can acquire jurisdiction, the venue for all litigation arising out of, or relating to this Agreement, shall be the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such court in the United States Western District of Missouri and waive any defense of forum non conveniens.

10.5 Waiver. Except as specifically provided for herein, the waiver from time to time by either party of any right or failure to exercise any remedy shall not operate or be construed as a continuing waiver of the same right or remedy or of any other of such party's rights or remedies provided under this Agreement.

10.6 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.7 Independent Contractors. It is expressly agreed that Customer and New Dawn shall be independent contractors and that the relationship between the two parties shall not constitute a partnership, joint venture or agency of any kind. Neither

party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of the other party.

10.8 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one party to the other shall be in writing, addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor, and shall be effective: (a) if sent by registered or certified mail return receipt requested, upon receipt; (b) if sent by internationally recognized express air courier (such as DHL or Federal Express), two (2) business days after mailing; (c) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in clauses (a) or (b) of this Section 7.7, when transmitted and receipt is confirmed by telephone; and (d) if otherwise actually personally delivered, when delivered:

If to New Dawn: New Dawn Technologies, Inc.
843 South 100 West
Logan, Utah 84321
United States of America

Attention: Frank Felice
Facsimile: 801-760-3407

If to Customer: City of Columbia Missouri

City Counselors Office

701 East Broadway

Columbia, MO 65201

10.9 Amendment. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of the parties.

10.10 No waiver of immunities.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

10.11 No Third Party Beneficiaries. The representations, warranties, covenants, and undertakings contained in this Agreement are for the sole benefit of the

parties and the parties' permitted successors and assigns and shall not be construed as creating any Third Party beneficiaries of this Agreement or as conferring any rights whatsoever on any Third Party.

10.12 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

A. New Dawn agrees to comply with Missouri Revised Statute Section 285.530 in that New Dawn shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

B. As a condition for the award of this contract the New Dawn shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. New Dawn shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

C. New Dawn shall require each subcontractor to affirmatively state in its contract with New Dawn that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. New Dawn shall also require each subcontractor to provide New Dawn with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

IN WITNESS WHEREOF, Customer and New Dawn have executed this Agreement as of the date written above.

FOR THE CITY OF COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

Date

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account _____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

John Blattel, Director of Finance

New Dawn Authorized Signature, Title and Date

Exhibit A: Pricing Proposal

Columbia City Prosecutor P.O. Box 6015 Columbia MO, 65201	Proposal Number: QT-3953/1 Proposal Creation Date: October 22, 2013 Proposal Expiration Date: 1/19/2014
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Software		Quoted Price	Total
1 site license	JusticeWeb	\$900.00	\$900.00
8 named user licenses	JustWare Prosecutor	\$1,960.00	\$15,680.00
4 named user licenses	Document Imaging with Barcoding	\$300.00	\$1,200.00

Total Software: \$17,780.00

Services	Total
Initiating Phase Services	\$2,940.00
Planning Phase Services	\$16,420.00
Go-Live Phase Services	\$23,640.00
Closing Phase Services	\$2,940.00

For detailed services provided during each phase see Statement of Work section of this contract.

Total Services: \$45,940.00

Support & Subscription Fees		Quoted Price	Total
8 named user licenses	JustWare Support and Upgrades	\$450.00	\$3,600.00
1 named user license	JusticeWeb support and upgrades	\$563.00	\$563.00
4 named user licenses	Document Imaging with Barcoding annual support	\$65.00	\$260.00

Total Support & Subscription Fees: \$4,423.00

Travel & Per Diem

Travel and Per Diem is included in the pricing for all onsite services. Any Customer-initiated changes to a scheduled onsite service may result in additional fees. Customer acknowledges that they will pay these fees.

Total Proposal Cost: \$68,143.00

Exhibit B: Payment Milestones

Implementation Milestones			
Milestone	Description	Cost Inclusions	Amount
1	Contract Signing/Initiating Phase	<ul style="list-style-type: none"> Software Licenses 60% of Initiating Phase Services Annual Support 	\$23,967.00
2	Planning Phase Start	<ul style="list-style-type: none"> 40% of Initiating Phase Services 60% of Planning Phase Services 	\$11,028.00
3	Go-Live Phase Start	<ul style="list-style-type: none"> 40% of Planning Phase Services 60% of Go-Live Phase Services 	\$20,752.00
4	Closing Phase Start	<ul style="list-style-type: none"> 40% of Go-Live Phase Services 60% of Closing Phase Services 	\$11,220.00
5	Project Closure	<ul style="list-style-type: none"> 40% of Closing Phase Services 	\$1,176.00
		Total	\$68,143.00

Note: Milestone payments will be invoiced and must be paid promptly by Customer upon completion of the previous phase, and no later than 30 days after New Dawn provides Customer with a Notice of Completion for the previous phase, provided that milestone payment 1 will be due at contract signing. New Dawn will not begin the next phase start until the milestone payment for that phase is received.

Annual Support will be billed annually no later than the anniversary of Initiating Phase Notice to Proceed signing date.

Total Payments	\$68,143.00
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Exhibit C: Services Statement of Work (SOW)

Each phase of this project will commence when a formal Notice to Proceed document has been signed by the New Dawn Project Manager (NDPM) and the Customer Project Manager (CPM). The Project Start Date will be the signing date of the Initiating Phase Notice to Proceed or first phase listed in the SOW. No phase will begin until the previous phase has been concluded. **Once a phase is completed and authorized individuals have signed the appropriate notice to proceed documents approving the start of the next phase, we will not continue or restart work on the completed phase. All phases have a maximum duration length.**

1. Initiating Phase

The Project will commence upon receipt by New Dawn of the signed Notice to Proceed for the Initiating Phase. The objective of this phase is to gather or construct the necessary inputs for the next phase. The Initiating Phase shall not exceed 120 days, beginning with the Project Start date.

New Dawn Deliverables:

- Software License keys
- Deliver Implementation Quick-start Workbooks
- Installation of New Dawn developed software

Phase Completion Criteria:

- Finalized Quick-start Workbooks
- New Dawn software installations
- Signed Notice to Proceed document by both NDPM and CPM signifying completion of the Initiating Phase and the start of the Planning Phase

2. Planning Phase

The objective of this phase is to ensure the appropriate project documents, plans, and resource allocations are in place. The Planning Phase shall not exceed 180 calendar days from Project Start date and will begin with the signing date of the Notice to Proceed.

New Dawn Deliverables:

- Template project plan including:
 - Communications Management Plan
 - Change Management Plan
 - Sample Change Request Form
 - Sample Risk Register
 - Sample Work Breakdown Structure
 - Initial Phase Plans
- Onsite planning consultation service (not to exceed three working days in a single trip)

Phase Completion Criteria:

- Completion of onsite planning consultation services

- Signed Notice to Proceed document by both NDPM and CPM signifying completion of the Planning Phase and the start of the Go-Live Phase

3. Go-Live Phase

The primary objective of this phase is to verify or complete the configuration of customer's production environment, train end users, and have end users begin using JustWare in a live capacity. The Go-Live Phase shall not exceed 480 calendar days from Project Start date and will begin with the signing date of the Notice to Proceed.

New Dawn Deliverables:

- Facilitate one onsite Implementation Services (each not to exceed five working days in a single trip utilizing two New Dawn resources concurrently). During this time the New Dawn resources will provide training, system configuration assistance, and Go Live support.

Completion Criteria:

- Completion of Onsite implementation services
- Signed Notice to Proceed document by both NDPM and CPM signifying completion of the Go-Live Phase and the start of the Closing Phase

4. Closing Phase

The objective of this phase is to close out the implementation project and introduce the customer team to the New Dawn support team. The Closing Phase shall not exceed 600 calendar days from Project Start date and will begin with the signing date of the Notice to Proceed.

New Dawn Deliverables:

- Facilitate the online project review and closure meeting (to occur within 90 days of Go-Live and not to exceed four hours)
- Deliver final project signoff documents

Completion Criteria:

- Delivery of specified project review and closure meeting
- Signed Project Closure document

Exhibit D: License and Support Agreements

JustWare Prosecutor license agreement

This License Agreement is between New Dawn Technologies, Inc. (“New Dawn”) and Columbia City Prosecutor (“Customer”) with regards to the use of JustWare Prosecutor (“the Software”). Customer is granted a non-exclusive, non-transferable license to install and use the Software. All amounts due under this Agreement are non-cancelable and non-refundable immediately upon the delivery of the Software.

1. License

This Agreement allows you, the Customer to:

- a. Install and use the Software on any computer or device for each named user license purchased and make one copy of the Software in machine-readable form solely for backup purposes. Customer must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.
- b. Install and use the Software in a testing and staging environment.
- c. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of named users running the Software does not exceed the number of named user licenses of the Software purchased.
- d. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a named user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each named user.
- e. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. Terms and Conditions

Customer must agree to the Terms and Condition of this agreement if you wish to use this software.

3. License Restrictions and Rights

The Software and Software Documentation are protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual property laws. The Software is licensed and not sold to Customer. New Dawn hereby retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights in the Software and Software Documentation. Customer acknowledges that all enhancements provided by New Dawn, either provided for a

contracted cost or included at no cost, are added into New Dawn's proprietary core JustWare platform, therefore, any enhancements will remain the sole property of New Dawn. Customer may not make or distribute copies of the Software except as noted in paragraph 1 above, or electronically transfer the Software from one computer to another or over a network other than to make backup copies of the Software. You may not release proprietary Software information such as Software database schemas or Software technical specifications. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

4. Data

New Dawn does not own any data, information or material in the course of Customer using or accessing the Software. Customer, not New Dawn s, shall have sole responsibility and ownership for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer data and New Dawn shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer data.

5. Upgrades

- a. If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you, the Customer on a named user license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier named user license and that you will not continue to use the earlier version of the Software nor transfer it to another.
- b. This Agreement will remain in effect for all future upgrades to the Software unless otherwise stated by a new License Agreement executed between New Dawn and the Customer.
- c. Customer will receive all future upgrades to the Software as long as a current Support Agreement is maintained.

6. Ownership

The foregoing license gives you, the Customer:

- a. Limited rights to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and New Dawn retains title to, the Software, any New Dawn run time libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by New Dawn.

- b. Responsibility for the data entered and modified while using the Software. New Dawn shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the Customer.

7. Limited Warranty and Limited Remedies

New Dawn warrants that, upon completion of delivery and installation, the Products sold under this Agreement will conform in all material respects with the Product Documentation and will be conforming and free from defects in material and workmanship until twenty-four (24) months after the date of manufacture (which date of manufacture shall be clearly marked in materials provided to Customer); *provided, however*, that this limited warranty does not apply to Custom Software or the services covered by First Year Support. Notwithstanding anything contained in this Agreement to the contrary, the warranty of New Dawn as provided herein shall be void if any alterations, modifications or work have been performed on such Product, or to the extent that any alleged defect is the result of abuse, misuse, improper maintenance or storage, accident, action or inaction on the part of any party other than New Dawn. Nor shall New Dawn be responsible (a) for the quality or condition of any materials supplied by or through Customer, or (b) for any defect to the extent due to uses that do not conform to the applicable instructions. Subject to the foregoing, if a Product is not as warranted and Customer notifies New Dawn in writing within the twenty-four-month warranty period noted above and returns that Product to New Dawn within thirty (30) calendar days of Customer's discovery, New Dawn will, at its option, promptly repair or replace the defective Product. Any such repaired or replaced Product shall be shipped back to Customer at New Dawn's sole expense. This remedy will not be deemed to have failed of its essential purpose so long as New Dawn is willing and able to repair or replace a defective Product in the prescribed manner. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

8. Escrow

New Dawn provides software escrow services as part of this Agreement. The release condition shall be deemed to have occurred in the event of the following (the "**Release Condition**"):

- a. New Dawn discontinues business because of insolvency or bankruptcy, and no successor assumes obligations under this Agreement.

- b. The following applies to Deposit Materials released to Customer in accordance with this Agreement:
- c. Customer may only use the Deposit Materials to maintain, modify and enhance the Software upon Release Condition. The maintained, modified and enhanced Software may only be used in accordance with this Agreement.
- d. Customer may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- e. Customer may engage the services of independent contractors to assist Customer in exercising its rights according to this Agreement. Each such independent contractor must agree in writing that they will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Customer in exercising its rights according to this Agreement.

JustWare Prosecutor Support Agreement

This Support Agreement is between New Dawn Technologies, Inc. (“New Dawn”) and Columbia City Prosecutor (“Customer”) with regards to the software support and upgrades of JustWare Prosecutor (“the Software”).

1. Definitions

- a. Support
“Support” is defined as technical assistance with the Software, including but not limited to, questions about the functionality of the Software, assistance with the resolution of error message and installation questions. Support may include troubleshooting the Software as needed to resolve issues.
- b. Version
“Version” refers to a variation, either minor or major, from an earlier version of the Software. A version could refer to a minor and/or major version change.
- c. Major version
A Major version refers to the first number in the software release, i.e. 4.x, 5.x. The numbers “4” and “5” represent the Major version.
- d. Minor version
A minor version refers to the second number in the software release, ie x.1, x.2. The numbers “1” and “2” refer to the minor version. Software releases have both a Major and a Minor version number in them.
- e. Current Version
“Current Version” is the most recent publically released version of the Software.
- f. Enhancement
“Enhancement” refers to features and/or functionality that are not included in the Current Version of JustWare. Much of the Software’s feature set has been driven by enhancement requests from customers.
- g. Service Release
“Service release” is the method New Dawn uses to resolve critical issues that may be identified with the Software.
- h. Critical
“Critical” is defined as an issue for which there is no workaround AND one of the following statements is true:
 - i. Defect causes data loss
 - ii. Defect affects a mission critical task
 - iii. Security risk causing possible system compromise

2. New Dawn Responsibilities

During the Term of this Agreement, New Dawn shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in New Dawn's current Fee Schedule:

- a. Provide response to requests to our Support Department made by a JustWare Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation (7am – 6pm MST for standard support).

- b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as Critical, New Dawn shall provide the solution through a Service Release to the most recent released minor version and one minor version previous when applicable. New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by New Dawn that interact with the Software or Software database.
- c. New Dawn shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- d. Provide recommendations on the configuration and use of the Software and related hardware or software to meet the Customer's operational needs.
- e. New Dawn shall be responsible for maintaining and administrating a certification process for JustWare Application Administrators.
- f. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the Customer. These versions may contain new functionality and Service Releases not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
- g. New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.

- h. New Dawn will provide maintenance and upgrades to the current publically released version of the Software. Only the most recent released minor version and one minor version prior will be eligible for Service Releases. Technical support will be provided for other eligible versions. Upgrading to the most recent version may be required to be eligible for a Service Release.
- i. New Dawn reserves the right to request an alternate or replacement application administrator. Any request for an alternate or replacement administrator will be made in writing, and a replacement administrator will be assigned within 90 days of formal request.
- j. New Dawn will provide upgrades of new version releases and may halt a version upgrade installation if New Dawn determines in good faith that Customer hardware and software systems do not meet the most current system requirements and recommendations, provided that New Dawn will give notice of such deficiencies in the hardware and software systems to Customer and continue version upgrade installations once such deficiencies are cured.
- k. Standard methods of contact include:
 - Telephone: 877.587.8927 ext. 2
 - Email: support@newdawn.com
 - Web and support forums: <http://community.newdawn.com>
 - Written: ATTN: Support 843 South 100 West, Logan, UT 84321
 - Fax: 603.308.8138
- l. Hours of Operation are from 7:00 a.m. to 6:00 p.m. Mountain Standard Time except weekends and United States holidays.
- m. New Dawn will only provide support to JustWare Application Administrator(s). It is the responsibility of the Customer to instruct system users to route support requests to JustWare Application Administrator(s). If New Dawn is required to provide support to non-JustWare Application Administrator(s), a \$225 hourly rate will be applied.

3. Customer Responsibilities

- a. Retain one or more certified JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. New Dawn must be provided the name and contact information for any JustWare Application Administrator. These individuals must receive JustWare Application Administrator Training and certification testing within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JustWare Application Administrator(s), Customer must arrange with New Dawn for certification and re-training. Support requests by anyone not identified and

qualified as a certified JustWare Application Administrator are subject to higher support fee increases.

- b. Provide and maintain a dedicated connection, approved by New Dawn, to the Software's database and/or application server. This connection is to be available and accessible by New Dawn support personnel, after coordination with Customer's IT department, during the Hours of Operation for the purposes of providing software support and upgrades. This connection must provide full screen access to the server with full administrative rights to publish information and make changes to the JustWare database and one or more network file locations.
- c. Provide New Dawn support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.
- d. Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, custom documents and reports, and configuration files.
- e. Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage based on the most current system requirements and recommendations.
- f. Keep current with the latest versions of the Software that New Dawn notifies the Customer of.
- g. All communications by Customer to New Dawn must be in the English language.

4. Disclaimer of Warranty and Limitation of Liability

- a. New Dawn disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Terms and Conditions.
- b. In no event shall New Dawn be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if New Dawn has been advised of the possibility of such damages. The cumulative liability of New Dawn to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to New Dawn by the Customer within the last 12 months.

5. Term and Termination of Service

- a. Many support services will occur immediately upon the signing of this Agreement and version releases and upgrades occur on a regular basis regardless of installation of software; therefore this Agreement will commence immediately upon the signing of the Initiating Phase Notice to Proceed and continue in effect during the initial term for a period of one (1) year. Subject to appropriations by Customer, which will be reasonably sought by Customer, this Agreement will

automatically renew for successive, one (1) year terms unless terminated by either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JustWare Support fee.

- b. This Agreement shall immediately terminate upon the violation of the JustWare License Agreement.
- c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6. Fees

- a. Customer shall pay New Dawn the JustWare Support fee as defined in the Payment Terms.
- b. New Dawn shall invoice Customer at the beginning of each JustWare Support term as defined above for the JustWare Support fee unless otherwise stated in the Payment Terms.
- c. Customer shall pay invoiced amounts immediately upon receipt of such invoices.
- d. Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.
- e. Customers with outstanding JustWare Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JustWare Support fee and interest fees are paid.
- f. Hourly rates for services and cost of software are determined by New Dawn.
- g. Support fee increases will not exceed 5% per year for Customers with certified JustWare Application Administrator(s).
- h. Support fee increases will not exceed 10% per year for Customers without certified JustWare Application Administrator(s).
- i. Support fee increases will not exceed 30% per year for Customer without JustWare Application Administrator(s) or who does not comply with Section 3a of this agreement.
- j. Annual support fees will increase upon the purchase of additional named user licenses, software and services. This increase and any additional purchases will be identified in additional Terms and Conditions and Payment Terms and signed by New Dawn and Customer.

JusticeWeb License Agreement

This License Agreement is between New Dawn Technologies, Inc. (“New Dawn”) and Columbia City Prosecutor (“Customer”) with regards to the use of JusticeWeb (“the Software”). Customer is granted a non-exclusive, non-transferable license to install and use the Software. All amounts due under this Agreement are non-cancelable and non-refundable immediately upon the delivery of the Software.

1. License

This Agreement allows you, the Customer to:

- a. Install and use the Software on any Internet browser accessible computer for each named user license or site license purchased (identified in the Pricing Proposal and Statement of Work) and make one copy of the Software in machine-readable form solely for backup purposes. Customer must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.
- b. Install and use the Software in a testing and staging environment.
- c. Install the Software on a storage device, such as a network server, and run the Software on an internal network.
- d. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a user licensed to use this copy of the Software through a valid license.
- e. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

2. Terms and Conditions

Customer must agree to the Terms and Condition of this agreement if you wish to use this software.

3. License Restrictions and Rights

The Software and Software Documentation are protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual property laws. The Software is licensed and not sold to Customer. New Dawn hereby retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights in the Software, Software Documentation. Customer acknowledges that all enhancements provided by New Dawn, either provided for a contracted cost or included at no cost, are added into New Dawn’s proprietary core Software platform, therefore, any enhancements will remain the sole property of New Dawn. Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network other than to

make backup copies of the Software. You may not release proprietary Software information such as Software database schemas or Software technical specifications. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

4. Data

- a. New Dawn does not own any data, information or material in the course of Customer using or accessing the Software. Customer, not New Dawn, shall have sole responsibility and ownership for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer data and New Dawn shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer data.

5. Upgrades

- a. If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you, the Customer on a license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier end-user license and that you will not continue to use the earlier version of the Software nor transfer it to another.
- b. This Agreement will remain in effect for all future upgrades to the Software unless otherwise stated by a new License Agreement executed between New Dawn and the Customer.
- c. Customer will receive all future upgrades to the Software as long as a current Support Agreement is maintained.

6. Ownership

The foregoing license gives you, the Customer:

- a. Limited rights to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and New Dawn retains title to, the Software, any New Dawn run time libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by New Dawn.
- b. Responsibility for the data entered and modified while using the Software. New Dawn shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the Customer.

7. Disclaimer of Warranty and Limitation of Liability

- a. Warranty for the Software shall be defined in the Terms and Conditions.
- b. No oral or written information or advice given by New Dawn, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.
- c. New Dawn will use reasonable commercial efforts to supply you, the Customer with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or direct you to an Online Download Site. New Dawn shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware and software configuration.
- d. New Dawn shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if New Dawn or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
- e. You, the user of any New Dawn Software, assume all responsibility and liability of damages caused by using said software.
- f. New Dawn total liability (if any) to you, the Customer for actual damages for any cause whatsoever will be limited to the amount paid by you for the software that caused such damage.

8. Escrow

New Dawn provides software escrow services as part of this Agreement. The Release Condition shall be deemed to have occurred in the event of the following:

- a. New Dawn discontinues business because of insolvency or bankruptcy, and no successor assumes obligations under this Agreement.
- b. The following applies to Deposit Materials released to Customer in accordance with this Agreement:
- c. Customer may only use the Deposit Materials to maintain, modify and enhance the Software upon Release Condition. The maintained, modified and enhanced Software may only be used in accordance with this Agreement.
- d. Customer may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- e. Customer may engage the services of independent contractors to assist Customer in exercising its rights according to this Agreement. Each such independent contractor must agree in writing that they will not disclose or transfer the Deposit

Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Customer in exercising its rights according to this Agreement.

JusticeWeb Support Agreement

This Support Agreement is between New Dawn Technologies, Inc. (“New Dawn”) and Columbia City Prosecutor (“Customer”) with regards to the software support and upgrades of JusticeWeb (“the Software”).

1. New Dawn Responsibilities

During the Term of this Agreement, New Dawn shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in New Dawn’s current Fee Schedule:

- a. Provide response to support requests made by a trained Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation.
- b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as Critical, New Dawn shall provide the solution through a Service Release to the most recent released minor version and one minor version previous when applicable. New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by New Dawn that interact with the Software or Software database.
- c. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version back at no cost to the Customer. These versions may contain new functionality and Service Releases not specifically requested by the Customer. New Dawn will

provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.

- d. New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.
- e. New Dawn will provide maintenance and upgrades to the current publically released version of the Software. Only the most recent released minor version and one minor version back of the Software will be eligible for Service Releases. Technical support will be provided for other eligible versions. Upgrading to the most recent version may be required to be eligible for a Service Release.
- f. New Dawn will provide upgrades of new version releases and may halt a version upgrade installation if Customer hardware and software systems do not meet the most current system requirements and recommendations.
- g. Standard methods of contact include:
 - Telephone: 877.587.8927 ext. 2
 - Email: support@newdawn.com
 - Web and support forums: <http://community.newdawn.com/>
 - Written: ATTN: Support 843 South 100 West, Logan, UT84321
 - Fax: 603.308.8138
- h. Hours of Operation are from 7:00 a.m. to 6:00 p.m. Mountain Standard Time except weekends and United States holidays.
- i. New Dawn will only provide support to Application Administrator(s). It is the responsibility of the Customer to instruct system users to route support requests to JustWare Application Administrator(s). If New Dawn is required to provide support to non- Application Administrator(s), a \$225 hourly rate will be applied.

2. Customer Responsibilities

- a. Retain one or more trained Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software, this staff member(s) may be the same individual(s) as the JustWare Application Administrator(s). New Dawn must be provided the name and contact information for any Application Administrator. These individuals must receive Application Training within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JusticeWeb Application Administrator(s), Customer must arrange with New Dawn for re-training. Support requests by anyone not identified and qualified as an Application Administrator are not covered by this agreement and are therefore subject to hourly fees.
- b. Provide and maintain a dedicated connection, approved by New Dawn, to the Software's web server. This connection is to be available and accessible by New Dawn support personnel, after coordination with Customer's IT department,

during the Hours of Operation for the purposes of providing software support and upgrades. This connection must provide full screen access to the server with full rights to publish information and make changes to the JustWare database, JusticeWeb virtual directory, and one or more network file locations.

- c. Provide New Dawn support personnel with accurate configuration information, screen shots, report files, or other files and documentation as required for a support request.
- d. Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, JusticeWeb web server, and configuration files.
- e. Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage based on the most current system requirements and recommendations.
- f. Keep current with the latest versions of the Software to receive accurate support. New Dawn will provide support only on the version of the JusticeWeb Software recommended for use with the Customer's version of JustWare. Upgrades to JustWare may affect the supported version of JusticeWeb and must be conducted simultaneously.
- g. Providing support to JusticeWeb end users
- h. All communications by Customer to New Dawn must be in the English language.
- i. Customer must not make use of any payment processor functionality.

3. Disclaimer of Warranty and Limitation of Liability

- a. New Dawn disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Terms and Conditions.
- b. In no event shall New Dawn be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if New Dawn has been advised of the possibility of such damages. The cumulative liability of New Dawn to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to New Dawn by the Customer within the last 12 months.

4. Term and Termination of Service

- a. Many support services will occur immediately upon the start of the project as well as version releases and upgrades occur on a regular basis regardless of installation of software; therefore this Agreement will commence immediately upon the signing of the Initiating Phase Notice to Proceed and continue in effect during the initial term for a period of one (1) year. This Agreement will automatically renew for successive, one (1) year terms unless terminated by

either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JusticeWeb Support fees.

- b. This Agreement shall immediately terminate upon the violation of the JusticeWeb License Agreement, or upon failure of Customer to secure adequate appropriations. In the event of such termination for lack of appropriations, Customer shall be responsible for any outstanding unpaid balances for Deliverables and/or services provided by Contractor prior to the effective date of termination.
- c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

5. Fees

- a. Customer shall pay New Dawn the JusticeWeb Support fee as defined in the Payment Terms.
- b. New Dawn shall invoice Customer at the beginning of each JusticeWeb Support term as defined above for the JusticeWeb Support fee unless otherwise stated in the Payment Terms.
- c. Customer shall pay invoiced amounts immediately upon receipt of such invoices.
- d. Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.
- e. Customers with outstanding JusticeWeb Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JusticeWeb Support fee and interest fees are paid.
- f. Hourly rates for Business Intelligence hours, other services and cost of software are determined by New Dawn.
- g. Support fee increases will not exceed 5% per year for Customers with certified JusticeWeb Application Administrator(s).
- h. Support fee increases will not exceed 10% per year for Customers without certified JusticeWeb Application Administrator(s).
- i. Support fee increases will not exceed 30% per year for Customer without JusticeWeb Application Administrator(s) or who does not comply with Section 2a of this agreement.
- j. Annual support fees will increase upon the purchase of additional licenses, software and services. This will be identified in additional Terms and Conditions and Payment Terms agreed and signed by New Dawn and Customer.

Exhibit E: System Requirements

JustWare System Requirements

General requirements info:

Important: A Microsoft Active Directory domain is required.

- JustWare roles must be divided into at least two separate physical or virtual servers: Application (Webserver and Reporting Services) and Database server.
- All hardware requirements assume that ONLY JustWare is running on the server. Performance will be affected if hardware is shared with other applications.
- Several factors affect the performance of JustWare. Among them are: JustWare view configuration, report utilization and workflows, database size, network bandwidth and architecture, server speed (including processor, hard drive and system speeds), memory, and number and function of concurrent users. The hardware requirements listed are the minimum. For performance scaling, high availability, or disaster recovery we recommend working with your local IT group or IT contractor to ensure best results.
- Kerberos Delegation is required. It can be set up before or after Microsoft SQL Server is installed.

Backend Architecture flexibility

JustWare is designed around Microsoft Server and Application roles that use multi or N-tier architecture to provide scalable performance. JustWare is compatible with Microsoft strategies for performance scaling, high availability, and fault tolerance in each server role. Examples: (Windows Server Clustering, SQL Clustering and Mirroring, IIS web farms, etc.)

JustWare Server Roles (All server roles can be virtualized)

- Web
- Database
- Reporting
- Documents

Minimum JustWare Minimum Client Requirements

- Processor Intel Celeron or AMD 2.0 GHz
- Memory 2 GB
- Hard disk space 100 MB
- Microsoft .NET Framework 3.5 Service Pack 1
- Microsoft .NET Framework 4

Recommendation

A monitor size of 19 inches or greater is strongly recommended for optimum usability of JustWare, dependent upon configuration and layout. Minimum supported resolution is 1024 x 768 and 120 DPI.

JustWare Webserver Minimum Requirements

Component	Minimum Requirement
Processor	2 GHz , 64-bit, 2 core
RAM	4 GB
Hard Disk	80 GB
Network	TCP/IP, port 443
Software / Framework	Windows Server 2008 (64 bit), IIS 7.0, Full .NET 3.5 Service pack 1, Full .NET 4.0, WSE 3.0, MSDTC

JustWare Database Server Minimum Requirements

Note: SQL Database Server and Full Text Search must be installed. A case-insensitive string collation setting must also be used. By default, nested triggers will be enabled on SQL Server 2008. However, JustWare will only run properly when nested triggers are disabled. JustWare cannot reside on a SQL instance with other SQL databases that require nested triggers to be enabled.

The following SQL Server settings must be applied:

- Enable local and remote connections.
- Set server authentication to SQL Server and Windows Authentication mode.
- The Microsoft Distributed Transaction Coordinator service (MSDTC) must be running at all times.

Component	Minimum Requirement
Processor	2 GHz , 64-bit, 2 core
RAM	8 GB
Hard Disk	80 GB
Network	TCP/IP
Software / Framework	Windows Server 2008 (64 bit), Microsoft SQL Server 2008 64-bit, Full .NET 3.5 Service pack 1

JustWare Reporting Services Minimum Requirements

Component	Minimum Requirement
Processor	2 GHz , 64-bit, 2 core
RAM	4 GB
Hard Disk	80 GB
Network	TCP/IP, port 443
Software / Framework	Windows Server 2008 (64 bit), Microsoft SQL Server Reporting Services 2008, Full .NET 3.5 Service pack 1

JustWare Document Server Requirements

Required Software

To use indexing in JustWare to search the filing cabinet, Microsoft's Search Server Express must be installed. Currently Microsoft offers Search Server 2010 Express as a free download, which requires Windows Server 2008 (64-bit edition). Search Server 2010 Express requires 64-bit Windows Server 2008 SP2, or Windows Server 2008 R2.

This JustWare Service Role should be installed on its own operating system.

Hardware Requirements

Must meet the requirements for Microsoft Search Server 2010 Express

Other:**Barcode Scanner**

JustWare provides native barcoding functionality that is part of the base application without the incurrence of additional New Dawn costs for barcoding software. Organizations wishing to implement the barcode scanning functionality in JustWare are required to purchase barcoding hardware and are responsible for its installation and setup.

Required Hardware

- USB or serial port compatible
- Has one of the following scanner interfaces: HID, Keyboard wedge, RS232
- ASCII Extended Code 3 of 9 enabled (Also referred to as extended Code 39 programmable)
- Able to read a start character of \$A as an Insert key and an end character of \$Z as a F12 key

Signature Pad

JustWare uses Microsoft Word 2007 functionality to allow electronic signing of documents. Organizations wishing to electronically sign documents in JustWare are required to purchase signature pad hardware and are responsible for its installation and setup.

Required Hardware

Any Microsoft Word compatible signature pad device

Document Scanner

JustWare's document scanning functionality uses TWAIN technology to regulate communication with name and case records in JustWare. Documents can be scanned and then directed to the filing cabinet in JustWare. Organizations wishing to implement document scanning functionality in JustWare are required to purchase scanner hardware and are responsible for its installation and setup. The Document Scanning utility in JustWare is an additional, paid service.

Required Hardware

Any TWAIN-compliant document scanning device

JusticeWeb (E-Discovery, E-Filing, E-Payment) System Requirements

The following section outlines the various system requirements to run JusticeWeb as recommended by New Dawn Technologies. Not meeting these requirements may result in JusticeWeb under-performing or not functioning at all. Note: It is expected that the requirements for the database have already been met.

JusticeWeb Webserver Minimum Requirements

The following section outlines the various system requirements to run JusticeWeb as recommended by New Dawn Technologies. Not meeting these requirements may result in JusticeWeb under-performing or not functioning at all. Note: It is expected that the requirements for the database have already been met.

Minimum requirements are provided and should be increased as the number of web transactions increase. Customer is responsible for all third party software licensing unless specified in this agreement.

Component	Minimum Requirement
Processor	1.4 GHz , 1 core
RAM	1 GB
Hard Disk	32 GB
Display	800 x 600 (Super VGA)
Software / Framework	Windows Server 2008 or 2008 R2, .NET 4.0, IIS 7, JustWare 5.4 with a JusticeWeb license key

Web Site Requirements for JusticeWeb Users

These are requirements for the users that will be using the JusticeWeb Web site in order for the Web site to function properly.

Component	Minimum Requirement
JavaScript	Enabled

Browser	Internet Explorer 7 or 8, Firefox, Chrome, Safari
Browser Size	640 x 640

JusticeWeb (E-View) System Requirements

JusticeWeb (E-View) Server minimum requirements

- If JusticeWeb E-View will be used strictly as an authorized internal query tool for data this machine must participate on an Active Directory Network. If JusticeWeb E-View will be used in customer DMZ for public access, Active Directory Network integration is not required.
- Requires a SQL Server License. The Report Server processes and renders reports, and handles scheduled events and report delivery. The Report Server Database stores report definitions, report metadata, subscription information, and so on. Each Report Server requires either a local or remote connection to a Report Server Database. To use any of these components, each computer on which the Report Server and the Report Server Database are installed must have a valid SQL Server 2005 license. This means JusticeWeb E-View can be installed on the same server as the JustWare database server, using the SQL License on that machine, or it may be installed on a separate server with an additional SQL Server license.

Two licensing options are available for SQL Server 2005 Reporting Services:

Per-processor licensing. Required for extranet or Internet deployments. Requires a single license for each CPU in the operating system instance running Reporting Services. This license does not require any device or user client access licenses (CALs).

Server plus CALs licensing. Requires a license for the computer running Reporting Services, as well as a CAL for each user or client device that accesses reports either directly or indirectly (including the Report Designer and Report Builder).

- It is possible to have an additional replicated JustWare database used for JusticeWeb E-View access since queries and high traffic may degrade performance of the live database. This option will be configured and installed during JusticeWeb E-View Installation upon request.

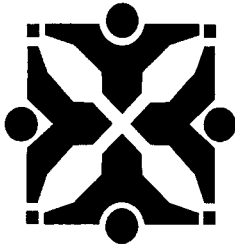
Component	Minimum Requirement
Processor	Intel Pentium 4 1.0 GHz
RAM	512 MB
Software / Framework	Windows Server 2000 server pack 4 or later, SQL Server 2005, SQL Reporting

	Services 2005, JustWare Database 4.6.7 or later, IIS 5.0 or later, .NET Framework
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JusticeWeb (E-View) Client Minimum Requirements

- Client machines require a connection to the server either through the Intranet or the Internet and Internet Explorer for viewing JusticeWeb E-View reports. Recent versions of Netscape and Firefox web browsers are supported.

Component	Minimum Requirement
Software / Framework	IE 6.0 or later, Visual Basic® .NET, Visual C#® .NET, Visual C++® .NET Standard, Business Intelligence Developer Studio, or Visual J#® or Business Intelligence Developer Studio



Source: Law *WJD*

Agenda Item No:

To: City Council
From: City Manager and Staff *MM*

Council Meeting Date: Dec 16, 2013

Re: Contract to Purchase JustWare Prosecutor Case Management Software for Use in the City Prosecutors Office

EXECUTIVE SUMMARY:

The ordinance would authorize the purchase of the JustWare Prosecutor case management software program for the price of \$68,143.00, including first year support.

DISCUSSION:

The City Prosecutor currently relies on an in-house-developed portion of the Columbia Police Department's records management system (RMS) (Wintegrate) for its case management needs. Document storage is gained through the linking of Optiview to the RMS. This system is reliant on twenty-year-old programming and is to be replaced in the near future, by the elimination of the use of Optiview citywide, and by purchase of a new RMS by the Police Department. This cobbled-together system was never designed to be a true case management system and does not meet the needs of a modern prosecuting attorney's office. There is little ability to track actions, generate documents or electronically interface with other agencies, such as CPD, the Municipal Court Clerk, or the University of Missouri Police Department.

Purchase of the programming will allow the Prosecutor's Office to share a database with the Court Clerk's office, allowing the Prosecutor access to seven years of historical case data. Document automation is built into the new program and will save time and resources and increase accuracy. Internal functions of the Prosecutor's Office will be further automated bringing the office closer to a paperless environment. City departments charged with enforcing ordinances will be able to send their probable cause documentation to the Prosecutor electronically. The ultimate goal will be to receive charging information electronically from law enforcement agencies, eliminating duplication of data entry, increasing accuracy and timeliness.

FISCAL IMPACT:

The cost of the contract is \$68,143.00. The funds for this project will come from the fund balance of the Information Technology department. Annual maintenance is projected to be \$4,423.00 and is currently in the City Prosecutors budget.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

10.1.3 Strategy: Enhance collaboration between City departments.

SUGGESTED COUNCIL ACTIONS:

Adoption of the resolution.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	10.1.3
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	