



October 9, 2012

ADDITIONAL SERVICES AGREEMENT

Mr. Joe Heatherly
Gila County
P.O. Box 1093
1400 East Ash Street
Globe, AZ 85502-1093

Dear Mr. Heatherly:

New World Systems is pleased to provide additional services for development and implementation of a custom AP Purchasing Card Interface.

The attached forms (Exhibits AA, B and G) are to be reviewed and approved by you and/or your authorized representative. They describe 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
Larry D. Leinweber, President

GILA COUNTY, AZ
(Customer)

By: _____
Authorized Signature Title

By: [Signature]
Authorized Signature Title

Date: 10-23-12

Date: 10/10/12

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 DECEMBER 28, 2012.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total cost Summary: Implementation Services

<u>DESCRIPTION OF COST</u>		<u>COST</u>
A.	IMPLEMENTATION SERVICES	\$6,000
1.	IMPLEMENTATION SERVICES as further described in Exhibit B	1,200
2.	CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	4,800
ONE TIME PROJECT COST:		<u>\$6,000</u>

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 28, 2012.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Implementation Services

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. IMPLEMENTATION SERVICES	\$6,000
1. Amount invoiced upon the Effective Date	\$6,000
	ONE TIME PAYMENTS: <u>\$6,000</u>

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

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT B
IMPLEMENTATION AND TRAINING SUPPORT SERVICES AND FEES

1. Implementation and Training Support Services

Up to 1 day of New World implementation and training support services have been allocated for this project. Additional services requested shall be billed at the Daily Rate.

The installation and training support services are typically performed at Customer's premises but, at Customer's option, may be provided at New World national headquarters in Troy, Michigan. (Other support services often involve services performed at the New World's national headquarters.) Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out of pocket costs and lost revenues.

Additional support services provided by New World after execution of this Agreement will be provided at the Customer's daily rate in effect at that time, currently \$1,200 per day.

2. Additional Services Available

Other New World services may be required or requested for the following:

- (a) File conversion assistance;
- (b) Consulting with New World technical staff;
- (c) Modifying the Licensed Standard Software;
- (d) Designing and programming Custom Software;
- (e) Maintaining modified Licensed Standard Software and/or Custom Software;
- (f) New World Consultation with other vendors or third parties;
- (g) Software testing; and/or
- (h) Assistance as Customer is going "live".

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by Customer and New World).

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the Customer requested Standard Software Enhancements and/or Custom Software as discussed below to address the Customer's requirements. Customer agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) **Custom Software/Interfaces**

With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) **AP Purchasing Card Interface:**

- One-way user initiated batch process to import purchasing card transactions from the bank, or vendor, to New World's Accounts Payable Purchasing Card Invoices.

2. Methodology to Provide Enhancements and/or Custom Software

a) **Definition of New World's Responsibility**

This project includes the following activities to be performed by New World.

- (1) Review of required features with Customer. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services at the Daily Rate.

For modification requiring over seven (7) days of work, New World utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, New World uses a Request For Service (RFS) procedure. Both procedures are reviewed with Customer at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to Customer.	To be determined
(3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to Customer.	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All Customer requested changes after RD sign-off must be documented by Customer and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.