



CONTRACT TO Webb County District Attorney

Pricing Provided Expires: June 30, 2014

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Exhibit A: Pricing Proposal

Webb County District Attorney 1110 Victoria Street Laredo TX, 78040	Proposal Number: QT-4134/1 Proposal Creation Date: January 7, 2014 Proposal Expiration Date: 6/30/2014
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Software		Quoted Price	Total
1 site license	JusticeWeb	\$0.00	\$0.00

Total Software: \$0.00

Services	Total
Training Phase Services	\$3,600.00

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

Total Services: \$3,600.00

Support & Subscription Fees		Quoted Price	Total
1 named user license	JusticeWeb support and upgrades (Due March 2015)	\$11,300.00	\$11,300.00

Total Support & Subscription Fees: \$11,300.00

Travel & Per Diem

There is no travel included with this contract. All services will be performed remotely.

Total Proposal Cost: \$14,900.00

Exhibit B: Payment Milestones

Implementation Milestones			
Milestone	Description	Cost Inclusions	Amount
1	Contract Signing	<ul style="list-style-type: none"> • Software Licenses • 100% of Training Phase Services • Annual Support 	\$14,900.00
		Total	\$14,900.00

Note: Milestone payments must be received prior to phase start.

Annual Support will be billed annually on the anniversary of contract signing date.

Total Payments	\$14,900.00
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Exhibit C: Contract Signing Invoice**Remit Payment To:**

New Dawn Technologies
 843 South 100 West
 Logan, Utah 84321
 1.877.587.8927



Bill To: Webb County District Attorney 1110 Victoria Street Suite 404 Laredo, TX 78040	Invoice Number: QT-4134/1- INV1 Invoice Date: January 7, 2014 Terms: Due on Receipt Account Executive: Ben Stocks
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Item	Total
JusticeWeb	\$0.00
Training Phase Services	\$3,600.00
Contract Signing Amount	\$3,600.00
Thank you for your business. We look forward to working with you.	

Contract Signing

A handwritten signature in blue ink, appearing to read "Linda R. Adams", written over a horizontal line.

Webb County District Attorney Authorized Signature, Title and Date

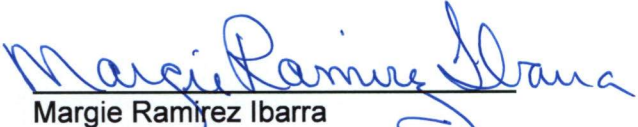
A handwritten signature in blue ink, appearing to read "Jon Peck", followed by the title "President" and the date "3-6-14", all written over a horizontal line.

New Dawn Authorized Signature, Title and Date

ATTEST:




Danny Valdez
Webb County Judge



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

Exhibit D: Services Statement of Work

1. Training

The Training commences upon receipt by New Dawn of this signed contract with accompanying contract signing payment. During the Training, customer JustWare Administrators will receive instruction as specified in the New Dawn Deliverables section below. The Training shall not exceed 240 calendar days from Project Start date and will begin with the signing date of the Notice to Proceed.

New Dawn Deliverables:

- Deliver JusticeWeb E-Discovery Training Plan
- Facilitate one Online JusticeWeb E-Discovery Training (not to exceed eight hours)

Completion Criteria:

- Delivery of specified Trainings

Exhibit E: License and Support Agreements

JusticeWeb License Agreement

This License Agreement is between New Dawn Technologies, Inc. (“New Dawn”) and Webb County District Attorney (“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 concurrent 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 and Credit Card Fees

- a. New Dawn Technologies does not own any data, information or material in the course of Customer using or accessing the Software. Customer, not New Dawn Technologies, 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 Technologies shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer data. Customer understands that if e-commerce functionality of JusticeWeb is utilized, credit card processing fees will be charged per transaction. These are required fees required by the credit card companies and credit card processing provider. New Dawn service staff will work with Customer staff to ensure that additional credit card processing fees are paid by the consumer via a convenience fee. Merchant services agreement will be provided prior to JusticeWeb project start.

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 Webb County District Attorney (“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. Provide a PCI compliant payment gateway and payment processing functionality. Any Customer requirement to select an alternate payment processor provider **will** result in additional Customer cost and **will** increase delivery timeline.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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
 - i. Hours of Operation are from 7:00 a.m. to 6:00 p.m. Mountain Standard Time except weekends and United States holidays.
 - j. 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 a 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 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.

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 this Agreement 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.
- 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. Customer understands that if e-commerce functionality of JusticeWeb is utilized, credit card processing fees will be charged per transaction. These are required fees required by the credit card companies and credit card processing provider. New Dawn service staff will work with Customer staff to ensure that additional credit card processing fees are paid by the consumer via a convenience fee. Merchant services agreement will be provided prior to JusticeWeb project start.
- g. Hourly rates for Business Intelligence hours, other services and cost of software are determined by New Dawn.
- h. Support fee increases will not exceed 5% per year for Customers with certified JusticeWeb Application Administrator(s).
- i. Support fee increases will not exceed 10% per year for Customers without certified JusticeWeb Application Administrator(s).
- j. 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.
- k. 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 F: JusticeWeb (E-Discover, 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

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
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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
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