EXHIBIT B

TO THE AGREEMENT FOR EXTENDED SERVICE

SCHEDULE OF SERVICES AND CHARGES

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated April 20, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

BASIC SERVICES

CompuDyne will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Pacific Time, excluding weekends and normal CompuDyne holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

> Voting membership in the CompuDyne User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of CompuDyne products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as SS/2000 – Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The CompuDyne User Group Conference is held annually at a location to be determined.

"24/7" SERVICE OPTION

$7,000 per year/per system

_____
(initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including CompuDyne holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

NEW PRODUCTS

Additional CompuDyne software systems, subsystems and CompuDyne provided third-party products, such as hardware, and networking software may be acquired under this Agreement. CompuDyne installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by CompuDyne or the third party.

TECHNICAL SERVICE RATES

1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at CompuDyne facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at $250 per call. After the first hour, the rate is $250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is $50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 1.