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 TIBURON 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

TIBURON 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 TIBURON holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

Tiburon personnel will visit CLIENT site periodically and meet with management, operations and other user personnel to conduct an operations review of the systems and an analysis of the CLIENT's automation requirements. A report will be produced to include observations and recommendations regarding the CLIENT's use of the system. Working with the CLIENT, this review will be further documented in the form of a multi-year automation plan for the CLIENT. There will be no charge for this service if total annual maintenance exceeds $20,000.

The following is paraphrased from the recently adopted Bylaws.

> Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon 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 Tiburon 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 TIBURON 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 TIBURON software systems, subsystems and TIBURON provided third-party products, such as hardware, and networking software may be acquired under this Agreement. TIBURON installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by TIBURON or the third party.

GOLD CARD SERVICE OPTION

Quote available on request

A total support program is tailored for CLIENT and includes a schedule of on-site visits by TIBURON personnel for data base management, working with end users to identify and resolve problems and to apply agreed upon software changes, installation of new software products obtained through this Agreement, and a comprehensive training program. (If selected by CLIENT the terms of this option are defined in the Gold Card Service Schedule and will be attached as Exhibit C and incorporated herein by reference.)

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 TIBURON 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.