EXHIBIT A

TO THE AGREEMENT FOR EXTENDED SERVICES

SOFTWARE SUPPORT AND MAINTENANCE FEES

CLIENT
City of Sunnyvale
700 All American Way
Sunnyvale, CA 94058

CONTACT – Marilyn Crane
CLIENT # U801-04

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

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

Payments for all technical services outside the scope of Basic Services and Options included in the CLIENT's annual maintenance fee shall be invoiced to the CLIENT as incurred. All such invoices shall be due and payable within thirty (30) days of CLIENT's receipt thereof.

Tiburon reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semi-annual or quarterly invoices.

Software Model	Months	CPU Make	Start	End	Total Fees
CAD	12		5/1/04	4/30/05	$ 28,770.00
PRMS	12		5/1/04	4/30/05	$ 27,800.00
ARS	12		5/1/04	4/30/05	Included
Web/Query			5/1/04	4/30/05	Included
MDC	12		5/1/04	4/30/05	$ 19,221.00
CARS	12		5/1/04	4/30/05	Included
Ext-State Interface	12		5/1/04	4/30/05	Included
GCT	12		5/1/04	4/30/05	$ 840.00
				Total	**$ 76,631.00**

Failure to pay when due the annual maintenance fee, any adjustment thereto, any invoice or any other amounts owing under the Agreement shall constitute a default under the Agreement and could result in the termination of support services under the Agreement, additional administrative charges for reinstating lapsed support services, as well as collection fees (including reasonable attorneys' fees and expenses).