CONTRACT NO: 592-8108

Agreement to supply PAYROLL, PERSONNEL, PENSION SYSTEM

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This agreement, made and entered into this the _____ day of _____, ~~19~~ 2000, by and between

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, City Hall, Fort Lauderdale, Florida 33301, hereinafter called the "City."

- and -

Name of **CONTRACTOR:** Cyborg Systems, Inc.

ADDRESS: 1345 Cornerstone Court, Orlando, FL 32835 and corporate address of 120 S. Riverside Plaza Chicago, IL 60606

A Corporation: XX, A Partnership: _____, An Individual: _____, Other _____

authorized to do business in the State of Florida, hereinafter called the "Company."

Witnesseth that: Whereas, the City did advertise and issue an ~~Invitation to Bid (ITB)~~ Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for the period of 5 yrs. from date of approval and acceptance of system by the City.
AND the Contractor submitted a bid which was accepted and approved by the City:

Formal authorization of this contract was adopted by the City Commission on (date) 6/20/00 Pur-3.

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period ~~beginning~~ 5 yrs. from date of approal and ~~and ending~~ ending acceptance by the City.
for the requirements listed above and according to the following specifications, terms, covenants and conditions.

a. The Legal Advertisement, ~~Invitation to Bids~~ Request for Proposals (RFP) containing general conditions, instructions to bidders, information for bidders, special conditions, specifications, addenda, and/or any other attachments forming a part of ~~ITB No.~~ RFP No. 592-8108 and the Contractor's bid in response form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the document shall be as follows:

1) This contract Form G-110, Rev. 1/96.
2) The City's ~~ITB~~ RFP and all addenda thereto.
3) Contractor's bid in response to the City/s ~~ITB~~ RFP.

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. ~~In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.~~

d. **Cancellation:** ~~The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products or services as specified herein and/or upon 30 days written notice. This applies to all items of goods or services.~~ See Contract documents.

e. **Taxes Exempt:** State Sales and Federal Excise Taxes are exempted.

f. **Invoicing:** Contractor will forward invoices in duplicate for payment to the Finance Department, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301. If discount (other than prompt payment terms applies, such discount MUST appear on the invoices.

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2. Contract Special Conditions. The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

Addendum; RFP No. 592-8108; Addendum No.1 dated January 27, 1999, to that RFP; CYBORG's original proposal dated February 22, 1999; CYBORG's revised proposal dated October 18, 1999; CYBORG's Appendix E clarification dated November 4, 1999; CYBORG's revised Attachment I, Firm Fixed Total System Cost; and the Consulting Services Agreement, Software License Agreement and Basic Support Plan Maintenance Agreement between the parties (hereinafter collectively known as the "Contract Documents")

3. Contract Summary:

a. Attachments (see above)

b. Payment Terms Per RFP

c. Delivery Per RFP

d. Quantities Per RFP

e. Insurance Yes XX No ____

f. Performance Bond/Letter of Credit Yes XX No ____

g. Class Item ____

h. Procurement Specialist Initials LRW

4. Contractor's Phone Number: (407) 523-7887

Contractor's FAX Number: (407) 523-4939 Email: bill_morgan@cyborg.com

CITY OF FORT LAUDERDALE

By ____ Date 7/21/00

Purchasing Manager (City Manager's Designee)
Auth.: Sec. ~~2-45(k)~~ of Code & CM Memo ~~94-299~~. 98-1832
2-180(8)

By ____ Date 7-21-00

Asst. City Attorney (Approved as to form)

VENDOR COMPANY

Michael D. Blair BY ____ Date 7-12-00

Name of Company Officer (please print) Authorized Officer's Signature

Chief Executive Officer

Title (please print)

ADDENDUM

This Addendum entered into in connection with City of Fort Lauderdale RFP No. 592-8108, on July 21, 2000, by and between:

CYBORG SYSTEMS, INC., an Illinois corporation authorized to do business in the State of Florida (hereinafter "CYBORG");

And

CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CUSTOMER" or "CITY").

WHEREAS, the CITY issued RFP No. 592-8108 for a Payroll, Personnel, Pension System and by Motion, at its June 20, 2000 meeting, the City Commission approved the award of a contract under this RFP to CYBORG; and

WHEREAS, the complete contract arrangement between the CITY and CYBORG involves the terms and conditions of this Addendum; RFP No. 592-8108; Addendum No. 1 dated January 27, 1999, to that RFP; CYBORG's original proposal dated February 22, 1999; CYBORG's revised proposal dated October 18, 1999; CYBORG's Appendix E clarification dated November 4, 1999; CYBORG Revised Attachment I, Firm Fixed Total System Cost; and the Consulting Services Agreement, Software License Agreement and Basic Support Plan Maintenance Agreement between the parties (hereinafter collectively known as the "Contract Documents"); and

WHEREAS, the intent of this Addendum is that the terms of conditions herein shall supercede any conflicting terms and conditions contained in the Contract Documents (other than the Addendum), and that the terms and conditions shall supersede any conflicting terms and conditions contained in any renewals or amendments to the Consulting Services Agreement, Software License Agreement or Basic Support Plan Maintenance Agreement, unless otherwise expressly stated that the terms and conditions of such amendment or renewal supersede this Addendum;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CYBORG and CUSTOMER agree that the terms and conditions of this Addendum shall supersede any conflicting terms and conditions contained in the Contract Documents (other than the Addendum), as follows:

SECTION 1. **Indemnification.**

A. CYBORG agrees to indemnify and hold the CUSTOMER, its officers, agents, and employees harmless against any claims by any third person and costs in connection with the defense thereof resulting from alleged trade secret, patent, trademark or copyright infringement by the CUSTOMER's use of the CYBORG System in accordance with the Agreements between the parties, provided that CYBORG: (a) is notified promptly by CUSTOMER, in writing, of any action or allegation of infringement and (b) shall have sole control of defense of any such action and all negotiations for settlement or compromise.

B. CYBORG agrees to indemnify CUSTOMER, its officers, agents, and employees for any losses, penalties, damages, settlements, claims, costs and expenses, including reasonable attorney's fees, and liabilities resulting from personal injury, death or property damage arising out of or in any way connected with CYBORG's performance under this Agreement while on CUSTOMER's premises.

C. THE PARTIES ACKNOWLEDGE THAT THERE IS GREAT DIFFICULTY IN ASCERTAINING DAMAGES UNDER THIS AGREEMENT AND WITH THE EXCEPTION OF THE INDEMNIFICATION EXPRESSED IN PARAGRAPHS A AND B ABOVE IT IS THEREFORE AGREED THAT THE LIABILITY OF CYBORG TO THE CUSTOMER FOR ANY DIRECT LOSSES OR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CITY FOR THE SOFTWARE ($381,204.00), AS REFERENCED IN SECTION 7 OF THIS ADDENDUM. IT IS FURTHER AGREED EXPRESSLY BETWEEN THE PARTIES THAT IN NO EVENT SHALL CYBORG BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES TO CUSTOMER, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ARISING OUT OF, THE SERVICES PROVIDED FOR IN THIS AGREEMENT AND/OR THE PERFORMANCE OF OR THE CUSTOMER'S USE OF THE CYBORG SYSTEM, WITH THE

EXCEPTION OF THE INDEMNIFICATION EXPRESSED IN PARAGRAPHS A AND B ABOVE.

SECTION 2. All customizations developed by CUSTOMER will be eligible to be included in future years' maintenance support by CYBORG unless deemed not necessary by CUSTOMER. To be eligible, for custom maintenance support, the customization shall undergo a code quality evaluation by CYBORG and be accepted by CYBORG. CUSTOMER shall provide CYBORG with (i) development documentation, (ii) detailed design and specification documents and (iii) and supporting documentation all of which shall be compliant with CYBORG's ISO 9001 Quality Standards (as supplied by CYBORG prior to contract signing) and shall accompany the request. Once delivered by CUSTOMER, CYBORG shall have thirty (30) days to identify the documentation that needs to be changed for the software to become eligible for CYBORG support. Unless CYBORG notifies CUSTOMER during this time period, the respective customization becomes CYBORG's responsibility to support. ISO Certification is the responsibility of CYBORG. Such evaluation will be provided to CUSTOMER at a cost not to exceed 10% of CYBORG's original development costs noted in Attachment I and such evaluation fee is not included in the Fixed Cost. The custom maintenance support costs will also be based on CYBORG's development costs noted in Attachment I, Firm Fixed Total System Cost.

SECTION 3. CUSTOMER has the authority to reduce its annual support costs for customizations as it deems necessary. The amount of reduction will be based on costs identified in Attachment I, Firm Fixed Total System Cost. CUSTOMER understands and agrees that once a customization has been removed from support, it cannot be reintroduced.

SECTION 4. CUSTOMER requires a five (5%) percent cap be placed on all increases by CYBORG for the first ten (10) years for annual support maintenance costs and consulting services costs for the CYBORG Basic Support Plan Maintenance Agreement, Software License Agreement and Consulting Services Agreement using Attachment I - Firm Fixed Total System Cost as the baseline. Beginning the eleventh (11th) year of maintenance, in no event shall any of the charges be greater than those offered to any other

governmental agency or customer similar to CUSTOMER who are licensing the same products and using such products on the same computer and configuration.

SECTION 5. All products provided by CYBORG or custom developed by CYBORG and covered under custom maintenance or developed by CUSTOMER and accepted by CYBORG for custom maintenance pursuant to Section 2 above, shall be under warranty for eighteen (18) months starting at the Software Acceptance, as referred to in Section 7 of this Addendum.

SECTION 6. Except for invoices for those expenses set forth in Section 19 hereunder, all invoices paid by CUSTOMER to CYBORG shall have five (5%) percent set aside as a "retainage" until System Acceptance as provided for in Section 13 of this Addendum. Upon System Acceptance, CUSTOMER shall pay CYBORG that amount remaining in retainage.

SECTION 7. Software products shall include the following:

Solution Series/ST (Payroll Solution, Human Resource Management Solution, Time and Attendance/scheduling component), the Reporting Solution, Employee Self Service and Merant licenses for a Unix/Oracle computing environment with up to fifty (50) concurrent users. The costs will be invoiced in accordance with Section 6, above, as follows:

- 25% upon contract signing ($95,301)
- 25% after a project implementation plan and scope of work document is created jointly by CYBORG and CUSTOMER, and accepted by CUSTOMER and such acceptance shall not in either case be more than ten (10) business days following mutual agreement of the aforementioned project implementation plan ($95,301)
- 50% ($190,602) due upon installation of the software, consisting of a demonstration with CYBORG test data on CUSTOMER's host computer/application server and acceptance of the foregoing installation by CUSTOMER. The

foregoing acceptance is referred to herein as "Software Acceptance."

SECTION 8. All invoices other than those made in accordance with Section 7 above will be submitted monthly, based on deliverables, or as noted by the milestones identified in the scope of work and accepted by CUSTOMER as complete.

SECTION 9. Warranty and support of all software provided hereunder (including new releases and upgrades) will be provided for a minimum of ten (10) years; provided however that CUSTOMER (i) continuously and without interruption subscribes and pays for maintenance and support from CYBORG (ii) runs the software on CYBORG supported platforms (hardware, operating system and databases) and (iii) is using the then current release of the software. Six (6) months notice shall be given to CUSTOMER by CYBORG if an upgrade is required to remain current.

SECTION 10. CYBORG, per its Consultant Service Agreement, shall install all future upgrades and releases that it makes generally available, as requested by CUSTOMER.

SECTION 11. One hard copy of all documentation not available on CD's will be provided by CYBORG to CUSTOMER.

SECTION 12. All change order requests shall note time and materials with a proposed estimated cost and no work shall proceed without prior written CUSTOMER approval of the scope of work and the cost to perform such work.

SECTION 13. CUSTOMER's acceptance of the consulting services, will be based upon the following:

- Prerequisite to Parallel - Process a successful pay run with no more than two (2%) percent error rate between CYBORG and existing paychecks gross to net calculation (with the understanding that the

existing check is correct). Not included in this two (2%) percent are acceptable differences (e.g., rounding) or differences not attributable to *The Solution Series/ST*. Tolerance level used is ten (0.10) cents.

- Prerequisite to Go Live - The results of the pay run must be capable of being balanced, must be within two (2%) percent error rate (see above) with any anomalies identified and correctable, then be corrected. The parallel processing portion of the implementation have six (6) consecutive error-free (as defined in this section) pay runs for the bi-weekly payroll and two (2) consecutive error-free runs of the other payrolls.

Acceptance of the System, referred to herein as "System Acceptance," shall be acceptance of all deliverables in the original project implementation plan and scope of work and the usage of *The Solution Series/ST* in a production environment.

SECTION 14. CYBORG shall work with CUSTOMER to address any perceived performance problems regarding on-line response issues or processor issues.

SECTION 15. Any future customizations shall be completed according to CYBORG's Consulting Services Agreement and included, if requested by CUSTOMER, in CYBORG's Basic Support Maintenance Agreement at a cost of twenty (20%) percent of the development cost.

SECTION 16. CYBORG shall make available to CUSTOMER, at CUSTOMER's cost immediately after Software Acceptance, nine (9) days of training to be utilized in preparation of City personnel developing customizations noted previously. The parties agree that the following costs referenced in this section are not to be included in the Fixed Cost:

Intro Scripting	2 days
Online Scripting	2 days
Batch Report Scripting	3 days
Advanced Scripting	2 days
Total	9 days

SECTION 17. CYBORG shall write the data conversion program and CUSTOMER and CYBORG shall jointly validate the import of information into the CYBORG System. The data conversion costs include separate program enhancements for three "runs" in an effort to create "clean data" for each CYBORG database structure being populated in this manner. Any data conversion programs necessary after the third run is not included in the Fixed Cost.

SECTION 18. All deferred or deleted customizations noted previously shall be made available to CUSTOMER at CYBORG's quoted price in Attachment I for two (2) years from contract execution.

SECTION 19. All CYBORG travel expenses that have previously been approved by CUSTOMER shall be reimbursed in accordance with CUSTOMER's travel policy as amended below. Notwithstanding anything to the contrary, the parties agree that travel expenses incurred by CYBORG while performing its obligations hereunder shall be separate and not included in calculating the Fixed Cost. The parties further agree that retainage shall not be withheld for expenses invoiced in accordance with this Section.

A. The City of Fort Lauderdale travel policy, the current version of which is attached as Attachment II, shall be adhered to, except where the travel policy conflicts with CYBORG's base of operation outside the Broward County area and except as set forth below. However, nothing herein removes the requirement that all CYBORG travel expenses be previously approved by CITY before such travel expenses are incurred.

1. CYBORG's travel desk will be used for all CYBORG travel;
2. "Lowest airfare" is defined as the lowest available airfare at the time the CYBORG employee is assigned to travel as scheduled in the implementation plan, provided that the implementation plan has been accepted by the CITY or the CITY has requested such travel.

3. "Air travel" is defined as no more than a one intermediate stop trip to minimize personal travel time and to maximize implementation utilization during working hours.
4. CYBORG will purchase non-refundable tickets and the CITY shall accept any penalty unless CYBORG is the cause of said penalty.
5. CITY will provide a list of acceptable area hotels for which CITY will reimburse lodging costs. These hotels will conform to the reasonable standards of personal safety and accommodation for CYBORG consultants.
6. City will provide the meal allowance schedule for the City of Fort Lauderdale as part of Attachment II.

SECTION 20. CUSTOMER will make available reasonable office space as required (not to exceed six (6) personnel).

SECTION 21. CUSTOMER will provide a training facility for a maximum of twelve (12) personnel.

SECTION 22. The education costs provide for 70 days of training (10 days of on-site and 60 days off-site) to CUSTOMER. The foregoing training days must be utilized by CUSTOMER within one (1) year of System Acceptance. CUSTOMER shall provide necessary resources in accordance with the implementation plan.

SECTION 23. Venue for purposes of any litigation or claims shall be Broward County, Florida or for federal court the Southern District of Florida. All agreements shall be construed pursuant to the laws of the State of Florida.

SECTION 24. Additional consulting services costs will be provided in hourly and daily rates (initial rates will be from the 1999 Preferred Services Rate Structures submitted previously to CUSTOMER and capped at annual increases not to exceed five (5%) percent for the first ten (10) years for the Consulting Services Agreement.

"Attachment I - Firm Fixed Total System Cost" will be used as a baseline. Beginning the eleventh (11th) year of consulting, in no event shall the consulting charges be greater than what is offered to any other governmental agency or customer similar to CUSTOMER.

SECTION 25. A Project Manager replacement may be requested by CUSTOMER if the following performance expectations are not met:

1. All activities performed by the Project Manager shall be legal and ethical
2. The Project Manager shall implement and enforce consistent and effective processes in the following areas:
   a. Regular communications, including weekly meetings with CITY and monthly status reporting contingent on Customer's attendance at such meetings;
   b. Project scope management/change requests;
   c. Progress tracking against the project plan;
   d. Issue and risk management; and
   e. Accurate project documentation maintenance.

SECTION 26. The total cost of $1,539,937.90, as detailed in Attachment I - Firm Fixed Total System Cost and referred to as "Fixed Cost" herein, constitutes a fixed price for all software, implementation, customization services, and maintenance for the second and third years after Acceptance of the System, as set forth and described in Attachment I. The parties agree that the Firm Fixed Total System Cost (a/k/a "Fixed Cost") shall not include any products, services or other expenses not specified in Attachment I and is dependent upon both parties fulfilling their respective obligations hereunder, including but not limited to any assumptions and dependencies set forth in the project plan or statement of work.

SECTION 27. The parties understand and agree that CYBORG will furnish maintenance on customizations as described in this Agreement and that the provision of such maintenance is contingent upon CUSTOMER's implementation of PTF Tax Update Service. Further, the parties understand and agree that:

1. the PTF Tax Update Services Set-Up Fee of $6,082.50 is included in the Fixed Cost herein; and
2. the PTF Tax Update Services cost of $25,952.00 for each of the second and third years after System Acceptance are not included in the Fixed Cost; and
3. it shall be CUSTOMER's sole obligation to acquire and implement such subsequent PTF Tax Update Services for the second and third years after System Acceptance, and assume the cost therefor.

SECTION 28. In the event of any conflict in the terms and conditions of any of the Contract Documents, the following is the order of precedence, beginning with this Addendum for said Contract Documents:

1. This Addendum;

2. CYBORG Revised Attachment I, Firm Fixed Total System Cost;

3. The Consulting Services Agreement, Software License Agreement and Basic Support Plan Maintenance Agreement, and any renewals or amendments to said agreements between the parties.

4. CYBORG's Appendix E clarification dated November 4, 1999;

5. Addendum No. 1 to RFP No. 592-8108, dated January 27, 1999;

6. RFP No. 592-8108;

7. CYBORG's revised proposal dated October 18, 1999;

8. CYBORG's original proposal dated February 22, 1999;

SECTION 29. It is contemplated by the parties that during the useful life of this System, the Consulting Services Agreement, Software License Agreement, and the

Basic Support Plan Maintenance Agreement could be renewed or amended in the future. CYBORG and CUSTOMER hereby agree that the terms and conditions provided in this Addendum and the documents incorporated herein shall supersede any conflicting or amending language in such renewal or amendment of the CYBORG documents referenced in this Section, unless such renewal or amendment expressly states that this Addendum is superseded.

SECTION 30. In all other respects RFP No. 592-8108; Addendum No. 1 dated January 27, 1999, to that RFP; CYBORG's original proposal dated February 22, 1999; CYBORG's revised proposal dated October 18, 1999; CYBORG's Appendix E clarification dated November 4, 1999; CYBORG Revised Attachment I, Firm Fixed Total System Cost; and the Consulting Services Agreement, Software License Agreement and Basic Support Plan Maintenance Agreement between the parties, and any preceding amendments or addenda not in conflict herewith are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

By

Purchasing Manager
(City Manager's Designee)
Auth.: Sec, 2-180(8) of Code and
CM Memo 98-1832

Approved as to form:

Asst. City Attorney

WITNESSES:

CYBORG SYSTEMS, INC.

By _____

~~President~~

Michael D. Blair
Chief Executive Officer

Margaret West
[Witness-print or type name]

ATTEST:

_____
Secretary
M. Sean Blair

(CORPORATE SEAL)

STATE OF ILLINOIS :
COUNTY OF DUPAGE :

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, on the 12TH day of JULY, 2000, personally appeared Michael D. Blair, Chief Executive Officer and M. Sean Blair, Secretary as Chief Executive Officer and Secretary, respectively, of CYBORG SYSTEMS, INC. and acknowledged they executed the foregoing Agreement as the proper officials of CYBORG SYSTEMS, INC., for the use and purposes mentioned in it and they affixed the official seal of the legal entity, and that the instrument is the act and deed of that entity.

(SEAL)

Mary Beth Riordan
Notary Public, State of ~~Florida~~
(Signature of Notary taking Acknowledgment)

"OFFICIAL SEAL"
MARY BETH RIORDAN
Notary Public, State of Illinois
My Commission Expires 04/28/01

MARY BETH RIORDAN
Name of Notary Typed, Printed or Stamped

My Commission Expires:

APRIL 28, 2001
Commission Number

L:/agreements/purchasing/2000/cyborg addendum - final

ATTACHMENT I – FIRM FIXED TOTAL SYSTEM COST

Description of Product or Service	Cyborg 2000 List Price	Cyborg 1/21/2000 Proposed Price	Cyborg 2/11/2000 Proposed Price	Cyborg 2/11/2000 Price Discounted 18.9%	Ft Laud/Cyborg Agreed Pricing
SOFTWARE INVESTMENT					
The Solution Series /ST	$ 230,000.00	$ 230,000.00	$ 230,000.00	$ 230,000.00	$ 230,000.00
The Reporting Solution	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
Merant	$ 2,408.00	$ 2,408.00	$ 1,204.00	$ 1,204.00	$ 1,204.00
ESS	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00
MSS	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 0
The Solution Series /ST Maintenance Year 2	$ 51,893.00	$ 51,893.00	$ 51,893.00	$ 51,893.00	$ 49,534.00
The Solution Series /ST Maintenance Year 3	$ 57,082.00	$ 57,082.00	$ 57,082.00	$ 57,082.00	$ 52,011.00
ESS Maintenance Year 2	$ 25,438.00	$ 25,438.00	$ 25,438.00	$ 25,438.00	$ 24,281.00
ESS Maintenance Year 3	$ 27,981.00	$ 27,981.00	$ 27,981.00	$ 27,981.00	$ 25,495.00
MSS Maintenance Year 2	$ 10,175.00	$ 10,175.00	$ 10,175.00	$ 10,175.00	$ 0
MSS Maintenance Year 3	$ 11,193.00	$ 11,193.00	$ 11,193.00	$ 11,193.00	$ 0
Total Software Investment:	**$ 616,170.00**	**$ 616,170.00**	**$ 614,966.00**	**$ 614,966.00**	**$ 532,525.00**
IMPLEMENTATION INVESTMENT					
Customizations Estimated					
Automatic Accrual Maximum Notification	$ 16,000.00	$ 12,850.00	$ 11,700.00	$ 9,488.70	$ 0
Position Management Reporting	$ 29,760.00	$ 23,550.00	$ 21,580.00	$ 17,501.38	$ 0
Data Conversion	$ 67,200.00	$ 52,800.00	$ 45,500.00	$ 36,900.50	$ 36,900.50
Leave Tracking/Donation	$ 67,200.00	$ 54,100.00	$ 48,100.00	$ 39,009.10	$ 39,009.10
Longevity Payments	$ 9,760.00	$ 7,975.00	$ 6,630.00	$ 5,376.93	$ 5,376.93
Automatic Time Card Generation	$ 22,080.00	$ 17,850.00	$ 15,340.00	$ 12,440.74	$ 12,440.74
Accrual Eligibility based on 75% work	$ 9,760.00	$ 7,975.00	$ 6,630.00	$ 5,376.93	$ 0
Reformat Manual Check Output	$ 10,560.00	$ 8,650.00	$ 5,980.00	$ 4,849.78	$ 0
Pay Grade Rate Table/Salary Link	$ 54,400.00	$ 43,950.00	$ 39,000.00	$ 31,629.00	$ 31,629.00
Salary Review Weighting/Auto Raise	$ 46,400.00	$ 37,200.00	$ 33,800.00	$ 27,411.80	$ 27,411.80
FSA Reimbursement - Payroll Interface	$ 23,840.00	$ 19,075.00	$ 16,770.00	$ 13,600.47	$ 0
Plan Premium Report Reformatting	$ 6,160.00	$ 4,937.50	$ 4,355.00	$ 3,531.91	$ 3,531.91
TRAC Interface	$ 8,960.00	$ 7,300.00	$ 5,980.00	$ 4,849.78	$ 0
Bank Reconciliation Interface	$ 4,880.00	$ 3,987.50	$ 3,315.00	$ 2,688.47	$ 0
Non-CYBORG Time Card Interface	$ 11,040.00	$ 8,925.00	$ 7,670.00	$ 6,220.37	$ 0
Actuary interface	$ 12,320.00	$ 9,875.00	$ 8,710.00	$ 7,063.81	$ 0
ICMA Interface	$ 11,040.00	$ 8,925.00	$ 7,670.00	$ 6,220.37	$ 0
PEBSCO Interface	$ 6,160.00	$ 4,937.50	$ 4,355.00	$ 3,531.91	$ 0
Credit Union interface	$ 6,160.00	$ 4,937.50	$ -	$ -	$ 0
G/L Interface	$ 20,160.00	$ 16,100.00	$ 15,080.00	$ 12,229.88	$ 12,229.88
G/L Override Data Screens	$ 11,040.00	$ 8,925.00	$ 7,670.00	$ 6,220.37	$ 6,220.37
Police Dept interface	$ 4,880.00	$ 3,987.50	$ 3,315.00	$ 2,688.47	$ 0
Pension Index interface	$ 6,160.00	$ 4,937.50	$ 4,355.00	$ 3,531.91	$ 0
Grant Interface	$ 6,160.00	$ 4,937.50	$ 4,355.00	$ 3,531.91	$ 0
Object Code interface	$ 6,160.00	$ 4,937.50	$ 4,355.00	$ 3,531.91	$ 0
Alternate Payee - Deceased Check	$ 16,000.00	$ 12,850.00	$ 11,700.00	$ 9,488.70	$ 9,488.70
Pension Payroll Modifications	$ 39,360.00	$ 31,650.00	$ 28,080.00	$ 22,772.88	$ 22,772.88
Firefighter FLSA Overtime Calculations	$ 23,360.00	$ 18,800.00	$ 16,380.00	$ 13,284.18	$ 13,284.18
Firefighter Attendance Override Report	$ 16,000.00	$ 12,850.00	$ 11,700.00	$ 9,488.70	$ 9,488.70
Firefighter Attendance Overtime Entries	$ 8,160.00	$ 6,625.00	$ 5,980.00	$ 4,849.78	$ 4,849.78
Firefighter Daily Time Creation - Leave	$ 13,920.00	$ 11,225.00	$ 10,010.00	$ 8,118.11	$ 8,118.11
Position/Budget Reports	$ 17,600.00	$ 14,200.00	$ 11,700.00	$ 9,488.70	$ 0

ATTACHMENT I _ FIRM FIXED TOTAL SYSTEM COST

Description of Product or Service	Cyborg 2000 List Price	Cyborg 1/21/2000 Proposed Price	Cyborg 2/11/2000 Proposed Price	Cyborg 2/11/2000 Price Discounted 18.9%	Ft Laud/Cyborg Agreed Pricing
Position/Budget Interface	$ 19,680.00	$ 15,825.00	$ 14,690.00	$ 11,913.59	$ 0
Position/Budget Data Load Process	$ 6,080.00	$ 5,000.00	$ 3,640.00	$ 2,952.04	$ 2,952.04
Position/Budget Calculation Processing	$ 48,000.00	$ 38,550.00	$ 32,500.00	$ 26,357.50	$ 26,357.50
COGNOS Data Load - Reporting Solution	$ 9,760.00	$ 7,975.00	$ 6,630.00	$ 5,376.93	$ 5,376.93
Bulk Installations of Mods	N/A	N/.A	$ 26,000.00	$ 21,086.00	$ 21,086.00
Archival Automation	$ 9,000.00	$ 6,750.00	$ 7,000.00	$ 5,677.00	$ 0
Benefits Statement Customization	$ 8,160.00	$ 6,225.00	$ 5,330.00	$ 4,322.63	$ 0
Time Card Inquiry program	$ 12,320.00	$ 7,475.00	$ 8,710.00	$ 7,063.81	$ 7,063.81
Bank Reconciliation Clear Date Addition	$ 9,760.00	$ 7,475.00	$ 6,630.00	$ 5,376.93	$ 5,376.93
Automatic Retro Salary Increase Deduction Recalc	$ -	$ -	$ -	$ -	$ -
HED Employee Grouping	$ 18,400.00	$ 17,250.00	$ 13,650.00	$ 11,070.15	$ 11,070.15
Garnishments Processing through Payroll	$ 13,120.00	$ 12,300.00	$ 9,360.00	$ 7,590.96	$ 7,590.96
30 Reports	$ 240,000.00	$ 225,000.00	$ 195,000.00	$ -	$ -
Pension Interest Calculation/Update	$ 8,960.00	$ 8,400.00	$ 5,980.00	$ 4,849.78	$ 4,849.78
Conversion Programming Updates	$ 24,000.00	$ 22,500.00	$ 19,500.00	$ 15,814.50	$ 15,814.50
Customizations Estimated, Total:	**$ 1,039,880.00**	**$ 872,550.00**	**$ 782,385.00**	**$ 476,369.42**	**$ 350,291.18**
Estimated Project Management and Application Consulting					
Project Manager (T&M)	$ 306,000.00	$ 283,050.00	$ 244,800.00	$ 198,532.80	$ 198,532.80
Technical Consulting (T&M)	$ 32,800.00	$ 27,400.00	$ 26,400.00	$ 21,410.40	$ 21,410.40
Security Consulting (T&M)	$ 16,400.00	$ 13,700.00	$ 13,200.00	$ 10,705.20	$ 10,705.20
HR Consulting (T&M)	$ 98,400.00	$ 82,200.00	$ 79,200.00	$ 64,231.20	$ 64,231.20
Benefits Consulting (T&M)	$ 101,680.00	$ 84,940.00	$ 81,840.00	$ 66,372.24	$ 66,372.24
PR Consulting (T&M)	$ 32,800.00	$ 27,400.00	$ 26,400.00	$ 21,410.40	$ 21,410.40
Estimated Project Management and Application Consulting Total	**$ 588,080.00**	**$ 518,690.00**	**$ 471,840.00**	**$ 382,662.24**	**$ 382,662.24**
Additional Items included in the Implementation Investment					
Basic Education Package	$ 21,000.00	$ 19,500.00	$ 19,500.00	$ 15,814.50	$ 15,814.50
Additional Programmer Education (9 days)			$ 2,925	$ 2,372.18	$ 2,372.18
Additional Education (10 days onsite)	$ 40,000.00	$ 30,000.00	$ 30,000.00	$ 24,330.00	$ 24,330.00
Installations (Four)	$ 12,600.00	$ 12,600.00	$ 12,600.00	$ 10,218.60	$ 10,218.60
Estimated Additional Project Management Services	$ 102,000.00	$ 94,350.00	$ 81,600.00	$ 66,177.60	$ 66,177.60
ESS Implementation	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 40,550.00	$ 40,550.00
Maintenance on Customizations (20% of Cost of Specified Customizations)					
Estimated Year Two	$ 142,678.00	$ 135,760.00	$ 106,141.00	$ 86,080.35	$ 51,618.55
Estimated Year Three	$ 142,678.00	$ 135,760.00	$ 106,141.00	$ 86,080.35	$ 51,618.55
PTF Tax Update Service					
Set Up (Flat Fee)	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 6,082.50	$ 6,082.50
Year Two (Flat fee)	$ 32,000.00	$ 32,000.00	$ 32,000.00	$ 25,952.00	$ 0
Year Three (Flat Fee)	$ 32,000.00	$ 32,000.00	$ 32,000.00	$ 25,952.00	$ 0
Travel Expenses (Estimated Total)	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 32,440.00	$ 0
ORACLE DATABASE TUNING	$ 9,000.00	$ 8,500.00	$ 7,000.00	$ 5,677.00	$ 5,677.00
Additional Items Total:	**$ 631,456.00**	**$ 597,970.00**	**$ 527,407.00**	**$ 427,727.08**	**$ 274,459.48**
Total Implementation Investment:	$ 2,259,416.00	$ 1,989,210.00	$ 1,781,632.00	$ 1,286,758.75	$ 1,007,412.90
Total Software & Implementation Investment	$ 2,875,586.00	$ 2,605,380.00	$ 2,396,598.00	$ 1,901,724.75	$ 1,539,937.90

AttachmentI

CONSULTING SERVICES AGREEMENT NO. 4413

This Consulting Services Agreement No. 4413 (referred to as the Agreement) is made this 21st day of July, 2000, between CYBORG SYSTEMS, INC. (referred to as CYBORG) and:

SEE ADDENDUM NO. 1
DATED JULY 21, 2000
RFP NO. 592-8108

The City of Fort Lauderdale		
ORGANIZATION NAME		
100 N. Andrews Ave.		
ADDRESS		
ADDRESS		
Fort Lauderdale	FL	33301
CITY	STATE	ZIP
Broward		
COUNTY		
16-03-196479-54C		
TAX EXEMPT NUMBER, IF ANY		

(referred to as the CUSTOMER), and states that:

For and in consideration of the mutual promises and covenants stated in this Agreement, the parties agree as follows:

1. This Agreement, and any Purchase Schedule(s) (as defined in Paragraph 2 below) and Statement(s) of Work (as defined in Paragraph 3 below) executed by both parties (collectively referred to as the Agreement), shall govern consulting services, to be performed by CYBORG for the CUSTOMER, that will facilitate the installation and use of certain software products that are proprietary to CYBORG (referred to as the CYBORG SYSTEM). The CYBORG SYSTEM is licensed to the CUSTOMER under a separate written license agreement between the parties. Such services may include, but not be limited to, creating systems design modifications and/or enhancements; multiple test companies and/or employee records; on-site training; report-writing; preparing documentation; populating and revising tables and option lists; and testing and paralleling pay runs. The services shall be performed at the CUSTOMER's premises, except when the parties mutually agree that such services may be performed at some other site. The CUSTOMER shall provide space and facilities for CYBORG's personnel substantially similar to those provided for its own personnel.

2. The number of days of services purchased by the CUSTOMER, and the applicable rates for such days according to the category of CYBORG personnel assigned to the services, shall be identified in each Consulting Services Purchase Schedule (referred to as a Purchase Schedule). If the CUSTOMER requires additional services in excess of the number of days purchased under the initial Purchase Schedule, a new Purchase Schedule will be executed by both parties. Each Purchase Schedule shall be incorporated into this Agreement by reference upon execution by both parties.

3. The services that will be performed for the CUSTOMER by CYBORG personnel shall be described in a Consulting Services Statement of Work (referred to as a SW). A separate SW will be executed between the parties prior to commencement of each on-site session and/or project. Each SW will be incorporated into this Agreement by reference upon execution by both parties.

4. The CUSTOMER will pay CYBORG one hundred percent (100%) of the total amount of days indicated in the Purchase Schedule(s) upon the execution of the Purchase Schedule(s) by both parties. In consideration of services rendered by CYBORG under the terms of a SW, CYBORG will apply the applicable daily rate for the services from the prepaid amount after each day that the CYBORG employee performs services for the CUSTOMER. For the purposes of each SW, the work day shall be a full eight (8) hours. Any services performed in a day that exceed eight (8) hours will be charged on an hourly basis at a prorated rate, determined by dividing the daily rate charged for the applicable CYBORG personnel by eight (8).

5. Any out-of-pocket expenses incurred by CYBORG or its personnel pursuant to this Agreement shall be paid by CUSTOMER. Out-of-pocket expenses shall mean any reasonable travel and living expenses incurred in connection with this Agreement.

6. In recognition of the fact that CYBORG personnel assigned to the CUSTOMER under this Agreement may perform similar services from time to time for other CYBORG customers, this Agreement shall not prohibit CYBORG from performing such other similar services or restrict CYBORG from using the personnel provided to the CUSTOMER under this Agreement. CYBORG will make every effort consistent with sound business practices to honor the specific request of the CUSTOMER with regard to the assignment of its personnel. However, CYBORG reserves the right to determine the final assignment of its personnel. In addition, CYBORG will be solely responsible for payment of the entire CYBORG personnel assigned to CUSTOMER under this Agreement including payment, if any, of employment-related taxes and worker's compensation insurance.

7. **CYBORG DOES NOT WARRANT THAT THE SERVICES PERFORMED HEREUNDER WILL MAINTAIN THE CYBORG SYSTEM'S YEAR 2000-COMPLIANCE OR THAT THE SERVICES PERFORMED WILL BE ERROR-FREE AND NOT NEED REVISION FROM TIME-TO-TIME. FURTHER, CYBORG DOES NOT MAKE ANY EXPRESSED OR IMPLIED WARRANTIES EXCEPT AS SET FORTH IN THIS PARAGRAPH, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. MAINTAINING YEAR 2000 COMPLIANCE OF THE CYBORG SYSTEM REMAINS THE CUSTOMER'S SOLE RESPONSIBILITY. THE CUSTOMER'S RESPONSIBILITIES TOWARDS MAINTAINING SUCH COMPLIANCE SHALL INCLUDE, BUT NOT BE LIMITED TO: CHOOSING THE HARDWARE ON WHICH THE CYBORG SYSTEM WILL OPERATE; CHOOSING ANY FIRMWARE, MIDDLEWARE, OR OTHER THIRD PARTY SOFTWARE WITH WHICH THE CYBORG SYSTEM WILL OPERATE; AND PERFORMING WHATEVER TESTS ARE NECESSARY, ON A TIMELY BASIS PRIOR TO THE CHANGE OF THE MILLENIUM, TO VERIFY THE ACCURACY OF SUCH COMPLIANCE BEFORE USING THE CYBORG SYSTEM FOR PRODUCTION PURPOSES. NOTWITHSTANDING THE FOREGOING, CYBORG WILL USE ITS BEST EFFORTS TO ASSIST THE CUSTOMER IN MAINTAINING YEAR 2000 COMPLIANCE, PROVIDED THE CUSTOMER NOTIFIES CYBORG, PROMPTLY IN WRITING, OF ANY PROBLEMS OR POTENTIAL PROBLEMS AND MAKES AVAILABLE TO CYBORG ALL WRITTEN AND PRINTED DOCUMENTS TO SUBSTANTIATE SUCH PROBLEM(S).**

8. The CUSTOMER shall have the right to exercise direct control and supervision over the daily activities and work assignments, as identified in the Statement of Work, of CYBORG's personnel working on the CUSTOMER's premises.

9. Neither party shall, during the term of this Agreement and for a period of one (1) year following its expiration or termination, solicit the employment of the other party's personnel, without such party's prior written consent.

10. CYBORG shall not, without the CUSTOMER's prior written consent, use or disclose to others any of the CUSTOMER's technical and accounting data or proprietary confidential information acquired by CYBORG from the CUSTOMER. Further, nothing in this Agreement shall minimize the CUSTOMER's confidentiality obligations to CYBORG under Paragraph 8 of the license agreement between the parties for the CYBORG SYSTEM.

11. The tangible property and/or tangible work product(s) created by CYBORG for the CUSTOMER pursuant to this Agreement (collectively referred to as the Work Product) shall belong to CYBORG. The CUSTOMER shall have the right to use the

Work Product solely within its own organization, for its internal data processing operations, but shall not disclose, market, resell, license, or sublicense the Work Product. Further, this Agreement shall not preclude CYBORG from developing materials which are competitive, regardless of their similarity, to the Work Product.

12. No action, regardless of form, arising out of the services performed under the terms of this Agreement, may be brought by either party more than one (1) year after the cause of action has occurred, except that an action for nonpayment may be brought by either party at any time.

13. Failure by CYBORG or the CUSTOMER to comply with any term or condition under this Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default. If the party in default has not cured such default within thirty (30) days after receipt of notice, the notifying party shall be entitled in addition to any other rights it may have under this Agreement or otherwise by law, to terminate this Agreement by giving notice to take effect immediately. The right of either party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default. Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by registered mail, return receipt requested to the address of the parties first set forth in this Agreement. Notice so sent shall be deemed effective on the fourth (4th) day following the date of mail deposit when deposited in the mail with postage prepaid.

14. This Agreement shall not be assignable by the CUSTOMER, except together with and as a part of its entire assets, business and good will as a going concern, and on the condition that upon such assignment the assignee shall expressly assume the CUSTOMER's obligations under this Agreement, and shall be subject to all of its terms and conditions. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties, and their respective successors and assigns.

15. Each paragraph and provision of this Agreement is severable from the entire Agreement, and, if one paragraph and/or provision is declared invalid, the remaining paragraphs and provisions shall remain in effect.

16. **CYBORG'S LIABILITY IN ANY CLAIM FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT PAID TO CYBORG FOR THE PERFORMANCE OF SERVICES AS STATED IN THE APPLICABLE SW FROM WHICH THE CLAIM AROSE. THIS SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH CLAIM(S). THE CUSTOMER FURTHER AGREES THAT CYBORG WILL NOT BE LIABLE FOR ANY LOST PROFITS. NOTWITHSTANDING THE FOREGOING, EACH PARTY SHALL BE LIABLE, AS PROVIDED FOR BY LAW, FOR ANY CLAIM(S) MADE AGAINST ITS PERSONNEL FOR INJURIES TO PERSONS AND PROPERTY DAMAGE OCCURRING DURING THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.**

17. Neither party shall be responsible for delay or failure in performance resulting from acts beyond the control of such party such as an act of God, war, riot, communication line failure, power failure or any other act which renders performance beyond the control of a party. Upon any such delay or failure, the party attempting to perform shall reschedule performance to the mutual satisfaction of both parties.

18. This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. However, such termination shall not become effective until the completion of the services described in a SW and which have already commenced at the time of termination. The CUSTOMER shall be liable to pay CYBORG for any services actually performed.

19. The services fees payable hereunder by the CUSTOMER do not include any local or state sales or use taxes, any assessment of which shall be paid by the CUSTOMER. Without limiting the foregoing, the CUSTOMER shall promptly pay to CYBORG any amounts actually paid or required to be collected or paid by CYBORG pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the CUSTOMER claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the front page of this Agreement and the CUSTOMER shall indemnify and hold CYBORG harmless for any loss occasioned by its failure to pay any tax when due. Also, CYBORG may, at its option, charge interest on fee payments that are more than thirty (30) days overdue in the amount of 1.5% per month (or 18% per annum) or the then-current highest applicable rate.

20. This Agreement shall be governed by and construed with the laws of the State of Illinois.

21. This Agreement supersedes all prior agreements and understandings concerning consulting services between the CUSTOMER and CYBORG, including any representations, expressed or implied, and any letters, proposals, quotations, statements, or purchase orders that are not expressly set forth or incorporated herein by reference into this Agreement. The terms and conditions of this Agreement govern any SW(s) or Purchase Schedule(s) executed by both parties. The CUSTOMER acknowledges that this Agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions in this Agreement shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

The parties, each acting under proper authority, have signed this Agreement on the date(s) indicated below.

THE CITY OF FORT LAUDERDALE	CYBORG SYSTEMS, INC.
CUSTOMER Name	
Signature	Signature
KIRK BUFFINGTON	Michael D. Blair
Name (Typed/Printed)	Name (Typed/Printed)
PURCHASING MANAGER	Chief Executive Officer
Title	Title
7/21/00	7-12-00
Date of Signing	Date of Signing

APPROVED AS TO FORM:
Asst. City Attorney

Exhibit A

Consulting Services Purchase Schedule No. ____

to Consulting Services Agreement No. _____

1. The CUSTOMER agrees to purchase _____ (___) days of consulting services from CYBORG at the daily rates stated below:

2. If the CUSTOMER requires additional services in excess of the number of days purchased under this Purchase Schedule, a new Purchase Schedule will be executed by both parties.

The parties, each acting under proper authority, have signed this Purchase Schedule on the date(s) indicated below.

CUSTOMER Name	CYBORG SYSTEMS, INC.
Signature	Signature
Name (Typed/Printed)	Name (Typed/Printed)
Title	Title
Date of Signing	Date of Signing

EXHIBIT

EXHIBIT

Exhibit B

Consulting Services Statement of Work No. ____

to Consulting Services Agreement No._____

The services required to complete this project will be billed on a time-and-materials basis. The project is estimated to take approximately _____ (___) days to complete. The parties acknowledge and agree that this is an estimate only and that the actual project completion may require additional days in excess of the estimated number of days above.

The project estimate provided above is described in the functional specifications below:

Any changes to the functional specifications may result in an increase or decrease to the estimate, but will be agreed to in writing by both parties prior to any such increases or decreases.

The CUSTOMER's computing environment is:

Computer/Server: _____
Operating system: _____
Tape drive model number and required media type: _____
COBOL compiler: _____
DBMS: _____
Client/workstation: _____

The current versions and releases of the CYBORG SYSTEM for which the CUSTOMER is licensed are:

US Tax Bulletin (TUB): _____
Canadian Tax Bulletin (if applicable): _____
Batch Payroll (PUB): _____
The Solution Series or The Solution Series/ST: _____
The Windows Solution: _____
The Workflow Solution: _____
The Distributed Solution: _____

All Work Product resulting hereunder will be sent to the CUSTOMER sent via IBM-compatible diskette. If a MAG Tape is required, a $150 processing charge for each tape will be due. These charges will be invoiced to the CUSTOMER upon mailing of the tapes and is due upon the CUSTOMER's receipt of CYBORG's invoice(s).

The parties, each acting under proper authority, have signed this SW on the date(s) indicated below.

XXX Customer Name	**CYBORG SYSTEMS, INC.**
_____ Signature	_____ Signature
_____ Name (Typed/Printed)	_____ Name (Typed/Printed)
_____ Title	_____ Title
_____ Date of Signing	_____ Date of Signing

EXHIBIT

EXHIBIT

CYBORG

SYSTEMS®

CYBORG BASIC SUPPORT PLAN MAINTENANCE AGREEMENT

This Cyborg Basic Support Plan Maintenance Agreement (referred to as the Agreement) is entered into this 21st day of July, 2000, by and between Cyborg Systems, Inc. (referred to as CYBORG) and

SEE ADDENDUM NO. 1
DATED JULY 21, 2000
RFP NO. 592-8108

The City of Fort Lauderdale
ORGANIZATION NAME
100 N. Andrews Ave
ADDRESS
Fort Lauderdale **FL**
CITY STATE ZIP
Broward
COUNTY
16-03-196479-54C
TAX EXEMPT NUMBER, IF ANY

referred to as the CUSTOMER), and states that:

For and in consideration of the mutual promises and covenants stated in this Agreement, the parties agree as follows:

1. The CUSTOMER has entered into a Software License Agreement with CYBORG, dated _____, which remains in full force and effect, which states that the CUSTOMER has been granted the right to use the following named components which are owned by CYBORG:

The Solution Series®/ST™ Payroll/Human Resource Management Solutions - 1 copy of UNIX/Oracle version 4.0
THE WINDOWS SOLUTION FOR USE BY 50 CONCURRENT USERS
The Reporting Solution Release 2 (when generally-released) and the following Cognos Corporation products: 10 copies of Impromptu User, and 1 copy of Impromptu Administrator.
The ESS Solution Release 2 (when generally-released) for use by up to 2,300 employees
Merant Corporation COBOL Workbench and SQL Toolkit products for use by 1 developer and 20 named users

(referred to as the CYBORG SYSTEM), and that the CUSTOMER wants to receive enhancements, updates and corrections to the CYBORG SYSTEM. The CYBORG SYSTEM consists of computer programs and documentation.

2. The maintenance fee for the services to be provided will be computed at a rate of18.5% of the then current license fee. The initial term of this Agreement shall commence upon the date of the execution of the Software License Agreement through October 31, 2000 and shall be automatically extended in separate consecutive periods of 12 months duration, November 1 through October 31 of each succeeding year, unless either party gives, 60 days prior to the expiration of any term of this Agreement, written notice that this Agreement shall not be extended. CYBORG shall invoice the CUSTOMER, advising it of the annual maintenance fee, no later than 60 days before the expiration date of this Agreement. The initial maintenance invoice will be pro-rated to adjust for the 12 months of Maintenance fee included in the Software License fee and to establish an annual renewal date of November 1. Thereafter, CYBORG will invoice the CUSTOMER, advising it of the annual maintenance fee, no later than 60 days prior to the November 1 renewal date. CYBORG may, at its option, charge interest on payments that are more than thirty (30) days overdue in the amount of 1.5% per month (or 18% per annum) or the then-current highest applicable rate. The CUSTOMER also has the option, upon its receipt of such invoice and its execution of a separate written Rider to this Agreement, to purchase additional services under CYBORG's Gold or Silver Support Plans.

3 (a). During the term of this Agreement, the CUSTOMER will receive:

i. Periodic releases containing improvements and enhancements to the standard CYBORG SYSTEM as previously provided to the CUSTOMER by CYBORG;

ii. Periodic releases correcting any problems to the standard CYBORG SYSTEM as previously provided to the CUSTOMER by CYBORG;

iii. Updating of the tax tables and methods of computation for United States Federal, State and Local tax authorities as they are received by CYBORG from the various taxing authorities;

iv. Telephone and written support between the CUSTOMER and CYBORG personnel pursuant to CYBORG's then-current standard Support Policy and Plan; and

v. All releases, improvements, enhancements, updates and corrections will be provided by CYBORG on magnetic media, including but not limited to 9-track reel, 4mm, 8mm, CD-ROM or diskettes, or via CYBORG dial-in service which requires the CUSTOMER to have an IBM-compatible PC with a Hayes-compatible modem.

(b). During the term of this Agreement, the CUSTOMER will provide:

i. A current version of an ANSI Cobol Compiler, Linkage Editor, and Sort Utility for use with the CYBORG SYSTEM; and

ii. The ability to convert single quote " ' " to double quote " " " should the CUSTOMER's compiler require such conversion.

4. CYBORG warrants, for a period of 12 months commencing from the date of the Software License Agreement referenced above, that the CYBORG SYSTEM will operate substantially as described in its documentation. **CYBORG DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES REGARDING THE CYBORG SYSTEM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(over)

120 South Riverside Plaza • 17th Floor • Chicago, Illinois 60606-3911
Phone: 312.279.7000 Fax: 312.279.7077
home page: http://www.cyborg.com

5. The CUSTOMER agrees and understands that CYBORG has incurred great expense in creating its system and has a proprietary interest in it, which is protectible under the law of trade secret, contract and copyright. The CUSTOMER represents, agrees, covenants and promises that it: (a) will not decompile, reverse-engineer, disclose, sublicense, resell or sublease the CYBORG SYSTEM or any updates, changes, improvements or enhancements, or any part thereof, (b) will hold in the strictest fiduciary confidence all material of CYBORG, including but not limited to, the design specifications and associated documentation of the CYBORG SYSTEM, and (c) will reproduce all proprietary notices or legends of CYBORG as they now appear or as CYBORG may in the future furnish to its customers on the licensed programs, documentation, and the media and/or packaging containing them. The CUSTOMER further acknowledges and agrees that, in the event of a breach or threatened or anticipatory breach (referred to, collectively or individually, as a Breach) by the CUSTOMER of the provisions of this paragraph, no adequate remedy at law in money or damages will be available to CYBORG that will fairly compensate CYBORG. Therefore, CYBORG shall be entitled to seek an injunction against such Breach, and reasonable attorney's fees for bringing and maintaining an action to remedy such Breach. However, no designation in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal remedies in the event of a Breach of this Agreement. The obligations contained in this paragraph shall survive this Agreement, the consummation of this transaction, and the delivery of any documents, and thereafter shall remain in effect for as long as CYBORG is entitled to protection of its proprietary interest in the CYBORG SYSTEM under applicable law.

6. CYBORG agrees to indemnify and hold the CUSTOMER harmless against any claims by any third person, and costs in connection with defense thereof, resulting from alleged trade secret, patent, trademark or copyright infringement by the CUSTOMER's use of the CYBORG SYSTEM in accordance with this Agreement, provided that CYBORG: (a) is notified promptly by the CUSTOMER, in writing, of any action or allegation of infringement and (b) shall have sole control of defense of any such action and all negotiations for its settlement or compromise.

7. CYBORG shall not, without the CUSTOMER's prior written consent, use or disclose to others any of the CUSTOMER's technical and accounting data or proprietary confidential information acquired by CYBORG from the CUSTOMER.

8. This Agreement is personal in nature and therefore is not assignable by the CUSTOMER without CYBORG's express written consent. Any such assignment is contingent on the assignee's expressly assuming the CUSTOMER's obligations under this Agreement and being subject to all of its terms and conditions.

9. Each paragraph and provision of this Agreement is severable from the entire Agreement, and, if one paragraph and/or provision is declared invalid, the remaining paragraphs and provisions shall remain in effect.

10. **THE PARTIES ACKNOWLEDGE THAT THERE IS GREAT DIFFICULTY IN ASCERTAINING DAMAGES UNDER THIS AGREEMENT AND IT IS THEREFORE AGREED THAT THE LIABILITY OF CYBORG TO THE CUSTOMER FOR ANY DIRECT LOSSES OR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT STATED IN PARAGRAPH 2 OF THE AGREEMENT. IT IS FURTHER AGREED EXPRESSLY BETWEEN THE PARTIES THAT IN NO EVENT SHALL CYBORG BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ARISING OUT OF, THE SERVICES PROVIDED FOR IN THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE, OR THE USE OF THE SYSTEM, WITH THE EXCEPTION OF THE INDEMNIFICATION EXPRESSED IN PARAGRAPH 6.**

11. CYBORG shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond its reasonable control, provided that, in order to be excused from delay or failure to perform, CYBORG must act diligently to remedy the cause of such delay or failure.

12. The maintenance fee referred to in Paragraph 2 does not include any local or state sales or use taxes, any assessment of which shall be paid by the CUSTOMER. Without limiting the foregoing, the CUSTOMER shall promptly pay to CYBORG any amounts actually paid or required to be collected or paid by CYBORG pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the CUSTOMER claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the front page of this Agreement and the CUSTOMER shall indemnify and hold CYBORG harmless for any loss occasioned by its failure to pay any tax when due.

13. This Agreement shall be governed by and construed with the laws of the State of Illinois.

14. This Agreement is the complete contract between the parties regarding CYBORG's maintenance of the CYBORG SYSTEM and supersedes all prior maintenance agreements and understandings concerning maintenance between the CUSTOMER and CYBORG, including any representations, expressed or implied, and any letters, proposals, quotations, statements, or purchase orders that are not expressly set forth, or incorporated by reference herein, into this Agreement. The CUSTOMER acknowledges that the provisions of this Agreement may not be changed, terminated, or waived orally, but any such change, termination or waiver of any provisions shall only be binding if in writing and signed by both parties.

The parties, each acting under proper authority, have signed this Agreement on the date(s) indicated below.

CITY OF FORT LAUDERDALE	CYBORG SYSTEMS, INC.
Customer Name	
Signature	Signature
KIRK W. BUFFINGTON	Michael D. Blair
Name (Typed/Printed)	Name (Typed/Printed)
PURCHASING MANAGER	Chief Executive Officer
Title	Title
7/20/00	7-12-00
Date of Signing	Date of Signing

APPROVED AS TO FORM:

Asst. City Attorney

PURPOSE

To establish travel allowance and subsistence policy for all employees performing directed travel of an official nature.

N The policy is designed to cover reasonable employee expenses while traveling on City business and to promote the prudent use of public funds. Employee reimbursements are not intended to be employee compensation or an employee benefit program. The policy is designed to cover all employee travel. A few situations will require exceptions, due to their unusual nature. Any exceptions must have prior written approval of the City Manager, unless they are an emergency. In such an emergency, an after the fact written explanation will be required, from the traveler. Reimbursement will be contingent upon City Manager approval of the explanation.

PROCEDURE

1. EXTENDED TRAVEL:

Extended travel may be requested by the traveler, or dictated by significantly lower airfares.

a. The City <u>will not require</u> a traveler to travel on weekends to reach a lower net cost of travel. However the City <u>does</u> <u>encourage</u> travelers to travel on weekends when it will result in <u>significantly</u> lower net cost of travel.

b. If requested by the traveler, extended travel may be allowed at the beginning or end of the trip, in order to provide savings.

c. Extended travel will not occur during the traveler's normal work time, and the traveler will be reimbursed for per diem and lodging during the extended travel time as long as the total net cost resulted in a saving to the City.

N d. If a traveler is combining City business and vacation, and part of the extended travel time consisted of a bridge between the two, no per diem or lodging for that bridge time will be allowed.

N = New

C 2. AIR FARES:

a. The City will reimburse the traveler for the cost of the lowest air fare (Target Airfare) for a particular trip. The lowest air fare is defined as the lowest possible fare for the trip, using Fort Lauderdale Airport departure and return, flying on any regularly scheduled airline allowing for intermediate stop(s). Employees are expected to secure airline reservations and tickets in advance, to insure the lowest cost is obtained.

   Employees who obtain their tickets in advance and are obligated to pay for the tickets to the trip, will be able to have the cost of the ticket reimbursed if a copy of the ticket and their credit card invoice is presented with the prescribed form (Travel Expense Certificate) to the Travel Manager. An approved Travel Request (TA) will be required when this payment is requested.

b. If an employee or traveler wishes to take a flight, or use a particular airline, for personal reasons, and the cost exceeds the amount for a Target Airfare (Lowest Airfare), the cost will only be reimbursed for the lowest amount. Premium cost for First Class airline tickets will not be reimbursed.

c. Target airfare and related expenses (obtained by proper preplanning) will be used as the guideline in comparing costs of personal car vs. air travel. The employee will be reimbursed for the lessor amount.

d. If the traveler is reasonable sure that a particular trip will be taken, it is recommended that the lowest possible airfare be utilized, even though there may be a penalty for cancellation or changes. If a non refundable ticket is obtained, and the trip cannot be taken due to required work or documented personal problems which are approved by the Travel Manager and the appropriate Department Director, the City will assume responsibility for any penalty.

e. If substantial savings can be realized, (see parking and mileage reimbursement), it is recommended that alternate airports be considered and used. Alternate airports can be chosen by the traveler for personal convenience, as long as the travel cost is not increased.

f. Often a conference designates an airline as the recommended method of travel. Normally a special "code" is provided in the conference literature. Travelers should provide this "code" information to the City's Travel Agency so that any special reduced airfare can be obtained. If special "packages" are available from any source and they meet the employee needs, call and discuss it with the Travel
C Manager. The City desires to save money.

C = Change

C g. Employees may not be reimbursed for airline charges, if the tickets are obtained from other than the City's contracted Travel Agency unless prior approval is given by the Travel Manager.

3. FREQUENT FLYER POINTS:

a. The City, at this time, will allow the employee traveling on official business, to obtain Frequent Flyer Points. The City does reserve the right at a future date, to capture Frequent Flyer Points, and use them for official City purposes. Employees or travelers are prohibited from choosing a more expensive flight or incur any additional costs in order to accumulate frequent flyer credits.

b. Travelers are encouraged to use frequent flyer credits obtained from City travel, to reduce official expenses.

4. AIRPORT PARKING REIMBURSEMENT/AIRPORT BUS OR LIMO SERVICE:

a. Employees are encouraged to get rides to and from local airports.

b. If an employee must park at the airport, the City will reimburse for costs incurred, (except for Management Levels I & II.) (See 9.a., (3). Parking will not be reimbursed for parking in SHORT TERM area. Receipts must be furnished. Employees eligible for mileage reimbursement may claim their travel to and from the airport and their normal work place, when using their personal vehicles. The mileage should be claimed on the monthly form submitted to the Payroll Section of the Finance Department.

c. If alternate airports are used for cost saving reasons for the City, the employee will be reimbursed for long term parking or Shuttle Service to and from these locations. A cost analysis must be furnished by the traveler.

d. If the traveler is expected to utilize the least expensive means of transportation from the airport to the hotel, etc. A taxi should only be utilized if that is the least expensive means of transportation. Receipts must be provided for this expense.

5. RENTAL CARS:

a. Use of rental cars may be approved if:

(1) It is required by the nature of the task or travel requirements.

(2) It will provide less cost to the City, compared to other types
C of transportation.

C = Change

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(1) It is required by the nature of the task or travel requirements.

C (2) It will provide less cost to the City, compared to other types of transportation.

C = Change

C b. All rental cars must be approved by the appropriate Department Director or Assistant City Manager.

c. The smallest rental car (least expensive) commensurate with the task or number of passengers must be utilized. The employee is expected to obtain the best rental rate, after making comparisons. The Purchasing Division will maintain information on State of Florida Contract Rates, plus other special offers which may be available.

d. At the employee's option, the City will reimburse for Collision Damage Waiver (CDW) insurance for rental cars.

e. As a general practice, rental cars will not be approved if the employee is staying at or in the near proximity of the conference hotel or meeting location.

f. Except for the use of a State Contract rate, whereby fuel may be included in the rental rate, employees obtaining rental cars, shall not accepts any provisions for fuel to be provided by the rental agency. It is normally much less expensive if the rental car is returned full of fuel, paid for by the renter at a private gasoline station. When fuel receipts are presented, they will be reimbursed by the City. (NOTE: State Contract requires Avis, who will reimburse for fuel expenditures, for in State rentals.)

6. PRIVATE VEHICLE/CITY VEHICLE/CAR POOLING

a. Private vehicles used for transportation by all employees outside the "three county" area will be reimbursed at the approved rate per mile. Employees below Management Level III, may be reimbursed within the three county area. The Travel Manager will utilize Rand McNally Maps or a computer program for determining miles between specific location.

b. The City will reimburse employees for the use of their personal vehicle at the rate allowed by the Internal Revenue Service. The mileage reimbursement which is paid when private vehicles are used includes costs for fuel, insurance, repairs, etc. Toll road charges will be reimbursed when private vehicles are used and valid receipts are furnished, if the charge is $2.00 or more.

c. If a City vehicle is utilized, tolls and fuel will be reimbursed. The Fleet administrator has provided instructions on what actions to take if a City-owned car needs repair outside of the Fort
C Lauderdale area. Receipts will be required.

C = Change

BKFST	LUNCH	DINNER	LDG./AVG	STD_3MEAL	STD_PDIEM	TAXI_DWTWN	LIMO_CST1	AVG IN RENT	AVG CM RENT	LODGING_TA
11	11.45	26.8	219	49.25	268.25	7	8	42.5	37.5	0.11

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (referred to as the Agreement) is entered into this July 21 ~~day of~~ _____, 2000, by and between CYBORG SYSTEMS, INC. (referred to as CYBORG) and

SEE ADDENDUM NO. 1
DATED JULY 21, 2000
RFP NO. 592-8108

The City of Fort Lauderdale		
ORGANIZATION NAME		
100 N. Andrews Ave.		
ADDRESS		
Fort Lauderdale	FL	33301
CITY	STATE	ZIP
Broward		
COUNTY		
16-03-196479-54C		
TAX EXEMPT NUMBER, IF ANY		

(referred to as the CUSTOMER), and states that:

For and in consideration of the mutual promises and covenants stated in this Agreement, the parties agree as follows:

1. CYBORG grants to the CUSTOMER and the CUSTOMER accepts a perpetual, non-exclusive license to use the following named components which are either owned by CYBORG or are third-party products that CYBORG has the right to distribute:

The Solution Series®/ST™ Payroll/Human Resource Management Solutions - 1 copy of UNIX/Oracle version 4.0

The Windows Solution for use by 50 concurrent users

The Reporting Solution Release 2 (when generally-released) and the following Cognos Corporation products: 10 copies of Impromptu User, and 1 copy of Impromptu Administrator.

The ESS Solution Release 2 (when generally-released) for use by up to 2,300 employees

Merant Corporation COBOL Workbench and SQL Toolkit products for use by 1 developer and 20 named users

(referred to as the CYBORG SYSTEM), subject to the terms and conditions set forth in this Agreement. The CYBORG SYSTEM consists of computer programs and documentation. The CUSTOMER may make a reasonable number of copies of all documentation for its internal use only as permitted by this Agreement. No title or other rights than those expressly set forth in this Agreement are transferred to the CUSTOMER.

2. It is understood and agreed between the parties that the license fee for the CYBORG SYSTEM is **$381,204.00**, and is due and payable by the CUSTOMER as follows:

a. Ninety percent (90%), or $_____, due upon the CUSTOMER's signing of this Agreement; and

b. Ten percent (10%), or $_____, due upon delivery of the documentation and computer programs and a demonstration with CYBORG test data on the CUSTOMER's host computer/application server (referred to as its Computer/Server) which is identified in Exhibit A attached hereto.

3. The CUSTOMER'S Computer/Server identified herein is currently located at the address noted above. In addition, CYBORG agrees that the CYBORG SYSTEM may be used at any of the CUSTOMER's locations in the United States accessing its Computer/Server, for no additional fee, provided such use does not result in an increase in the number of Computers/Servers using the CYBORG SYSTEM. The CUSTOMER also shall have the rights to: (a) relocate its Computer/Server anywhere in the United States of America and use the CYBORG SYSTEM on such relocated Computer/Server, for no additional fee, if such relocation does not result in an increase in the number of CUSTOMER Computers/Servers using the system, and (b) maintain an emergency back-up site, provided said site will not be used for production processing unless the primary site is not functioning.

4. CYBORG warrants, for a period of 12 months commencing from the date of this Agreement, that the CYBORG SYSTEM will operate substantially as described in its documentation. In order to maintain the warranty during such 12-month period, it is the CUSTOMER's sole responsibility to notify CYBORG, promptly in writing using CYBORG's Problem Notification form, of any problems or potential problems and make available to CYBORG all written and printed documents to substantiate said problem. CYBORG's responsibility is limited to responding to any problems or potential problems of which it has been made aware. Further, this warranty: (a) shall only be effective if the CUSTOMER has all current releases, updates, and enhancements of the CYBORG SYSTEM installed and is not using the CYBORG SYSTEM in conjunction with other software products that have not been recommended or authorized by CYBORG and (b) shall only apply to the standard, unmodified product as delivered to the CUSTOMER by CYBORG. Further, the CUSTOMER is solely responsible for its selection, use, and operation of the CYBORG SYSTEM by its employees. **CYBORG DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTIES EXCEPT AS SET FORTH IN THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. The CUSTOMER will receive from CYBORG, for a period of 18 months commencing from the date of this Agreement, non-exclusive Basic Support Plan maintenance consisting of United States tax table changes, all releases containing improvements, enhancements, updates, and/or corrections to any program problems or documentation errors, and telephone and written support between the CUSTOMER and CYBORG pursuant to CYBORG's then-current policy. Such non-exclusive maintenance is included in the license fee in Paragraph 2 above.

6. CYBORG shall provide to the CUSTOMER the following project management, installation, and training services for the additional fees of $, one hundred percent (100%) of which is due upon the signing of this Agreement:

a. -0- days of on-site project management;

b. **4** standard fixed-price installations. If additional installation services are required for the CUSTOMER's installation, such services will be billed separately on a time-and-materials basis according to CYBORG's then-current rates; and

c. **60** education days (at one person per day) for attendance at CYBORG'S Solution Center training facility. Such training is subject to the terms and conditions set forth in CYBORG's Corporate Curriculum, a copy of which is available for review by the CUSTOMER.

The days specified above must be used by the CUSTOMER within 12 months of the date of this Agreement. The CUSTOMER also shall pay the reasonable transportation, food, and lodging expenses of CYBORG personnel that arise under the terms of this Agreement, including those expenses incurred while such personnel are engaged in performing the above on-site services for the CUSTOMER. Any additional services may be provided to the CUSTOMER under the terms of a separate written agreement between the parties.

7. The CUSTOMER's license to use the CYBORG SYSTEM is valid for a headcount of up to 2,300. Headcount for purposes of this Agreement shall be defined as the average, active number of persons processed by the CYBORG SYSTEM during any year. CYBORG reserves the right to periodically audit its customers to verify then-current headcount information. The CUSTOMER agrees to pay an additional license fee for each 1,000 headcount increase over the headcount stated above, or part thereof, in order to extend the license rights for such an increased headcount. Such additional license fee will be based on CYBORG's then-current list prices for the headcount to which the CUSTOMER is increasing its license, and will be due in full upon the CUSTOMER's receipt of CYBORG's invoice. The CUSTOMER may not use the CYBORG SYSTEM to perform data processing, as a service bureau or an outsourcer, for other companies without CYBORG's prior written consent.

8. The CUSTOMER agrees and understands that CYBORG has incurred great expense in creating its system and has a proprietary interest in it, which is protectible under the law of trade secret, contract and copyright. The CUSTOMER represents, agrees, covenants, and promises that it: (a) will not reverse-engineer, disclose, sublicense, resell or sublease the CYBORG SYSTEM, or any updates, changes, improvements or enhancements, or any part thereof, (b) will hold in the strictest fiduciary confidence all material of CYBORG, including but not limited to, the design specifications and associated documentation of the CYBORG SYSTEM, and (c) will reproduce all proprietary notices or legends of CYBORG as they now appear or as CYBORG may in the future furnish to its customers on the licensed programs, documentation, and the media and/or packaging containing them. The CUSTOMER further acknowledges and agrees that, in the event of a breach or threatened or anticipatory breach (referred to, collectively or individually, as a Breach) by the CUSTOMER of the provisions of this paragraph, that no adequate remedy at law in money or damages will be available to CYBORG that will fairly compensate CYBORG. Therefore, CYBORG shall be entitled to seek an injunction against such Breach, and reasonable attorney's fees for bringing and maintaining an action to remedy such Breach. However, no designation in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition of any other legal remedies in the event of a Breach of this Agreement. The obligations contained in this paragraph shall survive this Agreement, the consummation of this transaction, and the delivery of any documents, and thereafter shall remain in effect for as long as CYBORG is entitled to protection of its proprietary interest in the CYBORG SYSTEM under applicable law. The CUSTOMER further agrees, if requiring third party consultants to perform services regarding the CYBORG SYSTEM, to bind such third parties, in writing prior to such third parties' access to the CYBORG SYSTEM, to nondisclosure terms that are the same as those contained in this paragraph.

9. CYBORG agrees to indemnify and hold the CUSTOMER harmless against any claims by any third person and costs in connection with defense thereof resulting from alleged trade secret, patent, trademark or copyright infringement by the CUSTOMER's use of the CYBORG SYSTEM in accordance with this Agreement, provided that CYBORG: (a) is notified promptly by the CUSTOMER, in writing, of any action or allegation of infringement and (b) shall have sole control of defense of any such action and all negotiations for its settlement or compromise.

10. CYBORG shall not, without the CUSTOMER's prior written consent, use or disclose to others any of the CUSTOMER's technical and accounting data or proprietary confidential information acquired by CYBORG from the CUSTOMER.

11. This Agreement is personal in nature and therefore is not assignable by the CUSTOMER without CYBORG's express written consent. Any such assignment is contingent on the assignee's expressly assuming the CUSTOMER's obligations under this Agreement and being subject to all of its terms and conditions.

12. Each paragraph and provision of this Agreement is severable from the entire Agreement and, if one paragraph and/or provision is declared invalid, the remaining paragraphs and provisions shall remain in effect.

13. THE PARTIES ACKNOWLEDGE THAT THERE IS GREAT DIFFICULTY IN ASCERTAINING DAMAGES UNDER THIS AGREEMENT AND IT IS THEREFORE AGREED THAT THE LIABILITY OF CYBORG TO THE CUSTOMER FOR ANY DIRECT LOSSES OR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT STATED IN PARAGRAPH 2 OF THE AGREEMENT. IT IS FURTHER AGREED EXPRESSLY BETWEEN THE PARTIES THAT IN NO EVENT SHALL CYBORG BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ARISING OUT OF, THE SERVICES PROVIDED FOR IN THIS AGREEMENT AND/OR THE PERFORMANCE OF OR THE CUSTOMER'S USE OF THE CYBORG SYSTEM, WITH THE EXCEPTION OF THE INDEMNIFICATION EXPRESSED IN PARAGRAPH 9 ABOVE.

14. CYBORG shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond its reasonable control, provided that, in order to be excused from delay or failure to perform, CYBORG must act diligently to remedy the cause of such delay or failure.

15. The fees referred to in Paragraphs 2 and 6 do not include any local or state sales or use taxes, any assessment of which shall be paid by the CUSTOMER. Without limiting the foregoing, the CUSTOMER shall promptly pay to CYBORG any amounts actually paid or required to be collected or paid by CYBORG pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the CUSTOMER claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the front page of this Agreement and the CUSTOMER shall indemnify and hold CYBORG harmless for any loss occasioned by its failure to pay any tax when due. Also, CYBORG may, at its option, charge interest on fee payments that are more than thirty (30) days overdue in the amount of 1.5% per month (or 18% per annum) or the then-current highest applicable rate.

16. This Agreement shall be governed by and construed with the laws of the State of Illinois.

17. This Agreement supersedes all prior agreements and understandings between the CUSTOMER and CYBORG, including any representations, expressed or implied, and any letters, proposals, quotations, statements, or purchase orders that are not expressly set forth, or incorporated by reference herein, into this Agreement. The CUSTOMER acknowledges that the provisions of this Agreement may not be changed, terminated, or waived orally, but any such change, termination or waiver of any provisions shall only be binding if in writing and signed by both parties.

The parties, each acting under proper authority, have signed this Agreement on the date(s) indicated below.

THE CITY OF FORT LAUDERDALE	CYBORG SYSTEMS, INC.
Customer Name	
Signature	Michael D. Blair Signature
KIRK BUFFINGTON Name (Typed/Printed)	Chief Executive Officer Name (Typed/Printed)
PURCHASING MANAGER Title	Title
7/21/00 Date of Signing	7-12-00 Date of Signing

APPROVED AS TO FORM:
Michael Ruth
Asst. City Attorney

120 South Riverside Plaza • 17th Floor • Chicago, Illinois 60606-3911 CYBORG Phone: 312.279.7000 Fax: 312.279.7077

EXHIBIT A
TO THE SOFTWARE LICENSE AGREEMENT DATED _____, 2000
BETWEEN
CYBORG SYSTEMS, INC.
AND
THE CITY OF FORT LAUDERDALE

The CUSTOMER'S Computer/Server on which the CYBORG SYSTEM will be used is identified below:

COMPUTER/SERVER **HP-N Class 9000**

SERIAL NUMBER _____

OPERATING SYSTEM **HP-UX 11.0**

TAPE DRIVE MODEL NUMBER AND REQUIRED MEDIA TYPE _____

RDBMS **Oracle 7.0 or higher**

PRECOMPILER VERSION AND RELEASE NUMBER (FOR RDBMS VERSIONS ONLY) _____

CLIENT/ WORKSTATION _____