

**FIRST AMENDMENT
TO SOFTWARE SERVICE AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to the Software Service Agreement is made and entered into this 3rd day of September, 2003 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **VisionAIR** (the “Seller”).

W I T N E S S E T H

WHEREAS, the City and **VisionAIR** entered into that certain Agreement for **software service dated November 11, 2001**, (the “Original Agreement”) for the City’s **Police and Emergency Services Department**; and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the “Seller” will provide additional software services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference. This renewal shall cover the period October 1, 2003 to September 30, 2004.
2. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and **VisionAIR**. have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

VisionAIR

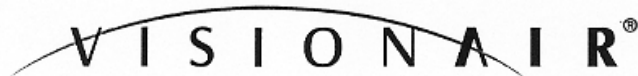
witness

By: _____

Name: _____

Title: _____

Amendment to agreement



INVOICE

NAPL01
 Naples, City of
 Mr. Noah Standifer
 355 Riverside Circle
 Naples, FL 34102

Invoice #: IVC06234
 Invoice Date: 8/16/03
 Your PO#: 03/04 SWMTC RENEWAL
 Date Due: 9/30/03

Quantity	Description	Per Unit	Amount
1	24x7 Mobile Software Maintenance Renewal October 1, 2003 through September 30, 2004 VisionMobile Message Switch: 20 Position Client License NCIC: 5 Position	\$6,382.42	\$6,382.42
1	8x5 RMS Software Maintenance Renewal October 1, 2003 through September 30, 2004 VisionRMS Base: 15 Position	\$7,572.65	\$7,572.65
1	8x5 Fire Software Maintenance Renewal October 1, 2003 through September 30, 2004 VisionFire: 15 Position	\$2,683.30	\$2,683.30
1	24x7 CAD Software Maintenance Renewal October 1, 2003 through September 30, 2004 VisionCAD: 4 Position	\$18,330.75	\$18,330.75
1	24x7 Mobile Software Maintenance Renewal October 1, 2003 through September 30, 2004 Add on VisionMobile Message Switch: 10 Position, Mobile Base Package: 25 Position	\$14,678.92	\$14,678.92
1	Add on Job#037018 CAD Mapping not live	\$0.00	\$0.00

The Users' Conference is October 5-9, 2003. For registration, go to www.visionair.com under Events-Users Conference. We look forward to seeing you there!

Make all checks payable to: VisionAIR

If you have any questions concerning this invoice, call Accounts Receivable Department at 800-882-2108 X5162.

Subtotal	\$49,648.04
Misc	\$0.00
Tax	\$0.00
Total	\$49,648.04

PO Box 9000 • 5601 Barbados Blvd. • Castle Hayne, NC 28429
 800-882-2108 • 910-602-6190 fax • www.visionair.com