

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/11/2000

Contract/Lease Control #: C01-0496-SWI-25

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: CAROLINA SOFTWARE

Lessor: _____

Effective Date: 12/7/2000 \$16200.00

Term: INDEFINITE

Description of Contract/Lease: LICENSE & SOFTWARE UPGRADE AND MAINTENANCE

Department Manager: SOLID WASTE

Department Monitor: C. HALSEY

Monitor's Telephone #: 651-7394

Monitor's FAX #: 651-7397

Date Closed: _____



PO Box 3097 ♦ 4006 Oleander Drive, Wilmington, N.C. 28406
Phone: (910) 799-6767 ♦ Fax: (910) 799-1177

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Carolina Software, Inc.

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Year 2000: CSI represents and warrants that WasteWORKS is Year 2000 compliant. WasteWORKS will accurately process date/time data(including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20th and 21st centuries, and the year 1999 and 2000, and accurately performs leap year calculations for the year 2000 and into the 21st century. In addition:

WasteWORKS will not end operation abnormally or provide invalid or incorrect results as a result of processing date data. No acceptable value for current date will cause interruptions in normal operations of systems using WasteWORKS. All manipulations of time-related data(dates, duration, days of week, etc.) will produce the desired results for all valid date values within the operational date range specified for WasteWORKS. Date elements in interfaces and data storage for WasteWORKS will permit specifying the century or use unambiguous algorithms to eliminate date ambiguity. For any date element represented without a century value, WasteWORKS will unambiguously determine the correct century for all manipulations involving that element. In addition, interface documentations will clearly describe how the correct century value is determined. WasteWORKS will accurately processes date/time data with other Year 2000 compliant devices whenever such data is exchanged in accordance with the device's documented interface specification.

CSI will provide the Licensee, at no additional charge with (i) fixes, corrections and updates to WasteWORKS that are necessary to ensure Year 2000 compliance, as defined herein, and (ii) advice, consultation and assistance to use the WasteWORKS software and diagnose and correct Year 2000 Compliance problems that may exist with WasteWORKS.

License Fee: \$14,800.00

Number of Licensed Users: Network license with three additional site licenses

Installation and Training: \$660 per day plus expenses

Software Support & Upgrades: CSI will provide voice and/or dial up support 24 hours/7 days in Atlantic through Alaskan time zones. Licensee is responsible for user(s) having adequate training. CSI will provide Licensee with new releases of the Licensed Software as revisions or enhancements are available. CSI charges a fee for Software Support & Upgrades. This fee is billed on a quarterly basis at the beginning of January, April, July and October. At least 90 days prior to the beginning of the fiscal year of the Licensee, CSI will notify the Licensee in writing of any increase in the Software Support & Upgrade Fee. This increase will not exceed five percent of previous years Software Support & Upgrade Fee OR annual increase in the Cost of Living Index - whichever is less.

Software Support & Upgrade Fee: \$350 per quarter.

This contract governed by the laws of the State of Florida.

Carolina Software, Inc.

By: Larry Blato

Title: President

Date: Friday, November 17, 2000

Okaloosa County Board of County Commissioners

By: Paula L. Riggs

Title: Chairman

Date: 12-07-00