

Schedule No. 2 to nuBridges Master Software License and Services Agreement executed September 4, 2009
 between
 nuBridges, Inc. ("nuBridges")
 and
 City of Miami Beach ("Customer")

Pursuant to the term of the Master Software License and Services Agreement (the "Agreement"), the parties agree to license and purchase licenses for the following Software:

Product	License Scope/Restrictions	Qty	Total Price
Software License – nuBridges Protect, Includes†: nuBridges Protect Token Manager Foundation Usage Limitations nuBridges Protect Token Manager nuBridges Protect Key Manager Subtotal	Production License -1 Key Manager - Windows -2 Token Managers (active/passive) up to a 4 CPU server - Windows 1 Test and 1 Disaster Recovery License (each with a 4 CPU server limit) - Windows 1 Disaster Recovery License - Windows	1	\$ 24,000.00
			\$ 24,000.00
First Year Annual Maintenance Fee** Standard Maintenance Credit Subtotal	Beginning on the Schedule Date through 10/31/2010 (\$ 4,800 annual amount pro-rated 7.5 months) Credit for maintenance previously paid	1 1	 \$ 3,000.00 \$ (3,000.00) \$ 0.00
Services Subtotal	N/A		N/A
Sales Tax (7%)			Exempt
TOTAL AMOUNT DUE *			\$ 24,000.00

* Customer agrees to pay the total amount due upon receipt of the applicable invoice

** Customer is entitled to renew Maintenance Services in the second year for the annual fee listed above (\$4,800) plus an increase of no more than 3%

† This license will replace the current nuBridges Protect Key Manager and nuBridges Protect Database licenses that City of Miami Beach is using purchased in Software Schedule 1 on September 4, 2009.

Sales Person 1 Mark Flom Sales Person 2 _____
 Purchase Order Number _____

Prices and terms contained in this Schedule are proprietary and confidential to nuBridges and Customer will not disclose, discuss or divulge this information to third parties without the prior written permission of nuBridges.

The fees stated herein for Services do not include associated cost of travel and/or nuBridges' associated reasonable out-of-pocket expenses. Pursuant to the terms of the Agreement, Customer shall pay such expenses within 30 days of receipt of the applicable invoice.

The pricing set forth in this Schedule expires on March 29 2010

IN WITNESS WHEREOF: nuBridges and Customer certify that they have read this Schedule, and agree to be bound by its pricing, terms and conditions, and those of the Agreement.

CUSTOMER: City of Miami Beach
 Signature: _____
 Print Name: Chris Lopez
 Title: Procurement Director
 Date: 3.12.2010

NUBRIDGES: nuBridges, Inc.
 Signature: _____
 Print Name: _____
 Title: _____
 Date: _____



Professional Services Agreement

IMPORTANT: All software is licensed only upon all of the terms and conditions contained in the license agreement, including **LIMITATION OF WARRANTY** and **LIMITATION OF LIABILITY**. This Agreement is not effective until accepted by nuBridges, Inc.

CUSTOMER: City of Miami Beach

CONTACT: Robert Biles

ADDRESS: 1700 Convention Center Drive

CITY/STATE ZIP: Miami Beach, FL 33139

PHONE: (305) 673-7000 x5899

The parties agree that this Agreement defines the services ("Services") to be provided by nuBridges. The attached Terms and Conditions shall apply to and shall be deemed a part of this Agreement. Capitalized terms used in this SOW but not defined herein shall have the respective meanings ascribed to the Additional Terms and Conditions. The parties agree as follows:

Scope of Services. nuBridges will assist City of Miami Beach IT personnel with implementing nuBridges Protect™ for SQL Server software to encrypt card holder data within one of the City of Miami Beach systems. nuBridges participation assumes approximately 3 weeks of work on the project involving design, implementation and configuration. City of Miami Beach IT personnel would take ownership of the software, make necessary application modifications to utilize the encryption APIs (if needed), and conduct system testing, rollout and production deployment. nuBridges will collaborate with the City of Miami Beach team on the following activities:

- a) Review environments for identifying and understanding data protection and access strategies
 - i. CHD process and information flows
 - ii. Schemas to review anomalies in data models and application access scenarios
- b) With necessary access to systems and necessary administrative and technical support from City of Miami Beach, nuBridges will implement the following nuBridges Protect™ modules on one environment.
 - i. nuBridges Protect Key Manager
 - ii. nuBridges Protect for DB - SQL Server 2005
- c) Configure nuBridges Protect
 - i. Perform key management setup
 - ii. Perform DB encryption pack setup (resource service, protection planner, encryption support pack)
 - iii. Perform data encryption and decryption exercises
 - iv. Conduct unit testing on the implementation
 - v. Review test results and fine tune the nuBridges Protect implementation, if needed
 - vi. Provide recommendations on any application access modifications, if needed
 - vii. Note: Active participation by City of Miami Beach personnel will be required during the implementation phase for any necessary application or database modifications – City of Miami Beach is responsible for all such modifications; and City of Miami Beach personnel will perform all system testing. If third party software is involved, City of Miami Beach will engage third party solution teams to assist in application modifications as needed for the project.
 - viii. Additional note: if clustering is involved in the database environment, City of Miami Beach DBAs will provide clustering expertise in implementing the software in a clustered configuration with assistance from nuBridges.
- d) Train City of Miami Beach IT personnel in the use of the nuBridges Protect software
- e) Recommend an action plan for production deployment

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City of Miami Beach Responsibilities: Both parties acknowledge that the three weeks estimation is based on typical installations of the scope defined above. While nuBridges will strive to deliver on all the activities outlined above, the three weeks authorized through this agreement does not obligate nuBridges to complete all the above activities. It is the responsibility of City of Miami Beach to utilize the 3 weeks judiciously to the benefit of the internal City of Miami Beach project. This project requires the following resources from City of Miami Beach:

- a) City of Miami Beach Program Sponsor – Executive point of escalation for the project.
- b) City of Miami Beach Project Manager – point of contact for the project. This individual will own the overall project timeline and will be the primary point of contact for nuBridges. For avoidance of doubt, City of Miami Beach is responsible for overall project management.
- c) City of Miami Beach Application Owner – responsible for ensuring other applications can work with nuBridges encryption and decryption. Note if a third party application is involved, appropriate third party application experts will be engaged by City of Miami Beach IT teams.
- d) City of Miami Beach Database Administrator – responsible for database administration and setup of nuBridges software
- e) City of Miami Beach System and Infrastructure Administrator – responsible for system administration and setup of environment required for nuBridges software

Key Assumptions:

- City of Miami Beach will provide access to City of Miami Beach environments under supervision of the internal team.
- City of Miami Beach will conduct system testing and application modifications as necessary.
- City of Miami Beach will conduct production deployment.
- City of Miami Beach will provide a standard transaction log format for building the custom module.

Fees and Payment Schedule:

This work will be performed on a time and materials basis at the rate of \$8,000 per person week. This Work Statement authorizes up to 3 person weeks of services for a total fee of \$24,000 (plus applicable travel expenses and taxes, if any).

nuBridges will invoice City of Miami Beach monthly for all person weeks of time delivered during the period, and the parties hereby agree that all work shall be deemed accepted as it is performed. Payment for all invoices is due within 30 days of receipt.

For the avoidance of doubt, this Work Statement is an authorization to deliver up to three person weeks of work and does not obligate City of Miami Beach to use three weeks of services. If City of Miami Beach utilizes less than three weeks of services, City of Miami Beach will only be billed for the weeks actually utilized. Conversely if, City of Miami Beach wishes to purchase additional weeks of services, the parties will execute a mutually agreeable Change Order.

Travel expenses are additional and City of Miami Beach shall reimburse all authorized travel expenses. The work will be performed by a combination of remote and onsite consultants. (nuBridges team members will travel to locations as needed, but will also strive to reduce travel costs by performing work remotely. Remote access to the systems may be required.) nuBridges will adhere to City of Miami Beach's travel policy and will submit all travel requests to City of Miami Beach in advance for approval. City of Miami Beach shall pay such expenses within 30 days of receipt of the applicable invoice.

Professional Service Fees: nuBridges will charge the following fees for delivery of the Services:

nuBridges Protect Services (3 weeks @ \$8,000.00 per week). \$24,000.00

PAYMENT TERMS – Full amount due upon receipt of invoice, and services must be utilized within sixty (60) days.

*Customer is responsible for all travel related expenses.

Offer expires: November 13, 2009

Sales Rep: Mark Flom

Any additional Services by nuBridges, Inc. will require a new service agreement.

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Terms and Conditions

1. Professional Services. nuBridges, Inc. ("nuBridges") will provide professional services ordered by the Customer specified above under the terms and conditions of this Agreement and any relevant Price List or work order. Scheduled service dates will be agreed upon mutually, subject to availability of nuBridges personnel. However services must be utilized within ninety days from executive date, unless stated in the Agreement. The professional services may be performed remotely from nuBridges offices.

2. Invoicing and Payments: Fees for services shall be due upon receipt of invoice. nuBridges will not schedule dates for services until payment is received from Customer.

3. Taxes. The fees quoted do not include taxes; if nuBridges is required to pay any federal, state or local taxes based on the services provided under this Agreement, such taxes shall be billed to and paid by Customer; this shall not apply to taxes based on nuBridges income.

4. Rights to Developments. Any ideas, know-how or techniques which may be developed by nuBridges including any enhancements or modifications made to nuBridges' computer software programs (collectively, "Developments"), shall be the property of nuBridges. nuBridges may in its sole discretion develop, use, market, and license any software or data processing material that is similar or related to that which was developed by nuBridges for Customer. nuBridges shall not be required to disclose information concerning any Developments, which nuBridges deems to be proprietary and confidential.

5. Software License. The services provided under this Agreement may be in support of Customer's license to use nuBridges' computer software programs granted to Customer under a software license agreement. The software license agreement shall govern all use by Customer of such programs, provided by nuBridges in the course of providing professional services hereunder. Nothing in this provision shall be construed to mean that Customer shall be required to pay any additional license fees for any Developments provided to Customer under this agreement.

6. Warranty. nuBridges warrants that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

7. Limitations on Warranty. The warranty above is exclusive and in lieu of all other warranties, whether expressed or implied, including the limited warranties of merchantability and fitness for a particular purpose. In order to receive warranty remedies, deficiencies in the services must be reported to nuBridges in writing within 90 days of completion of those services.

8. Exclusive Remedy. For any breach of the above warranty, Customer's exclusive remedy, and nuBridges' entire liability, shall be the re-performance of the services.

9. Limitation of Liability. In no event shall either party be liable for any indirect incidental, special or consequential damages, including loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. nuBridges' liability for damages hereunder shall in no event exceed the amount of fees paid by Customer under this Agreement for the relevant services.

The provisions of Sections 7 through 9 allocate the risks under this Agreement between nuBridges and Customer. nuBridges' pricing reflects this allocation of risk and the limitation of liability specified herein.

10. Nondisclosure. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential information shall be limited to the Programs, Developments, and all information clearly marked as confidential. A party's confidential information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the party or (b) was in the other party's lawful possession prior the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully

disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; (e) is required to be disclosed pursuant to Florida public records law or by order of any court or administrative body having jurisdiction over the matters under this agreement. Results of benchmark tests run by Customer may not be disclosed unless nuBridges consents to such disclosure in writing.

11. Non-Solicitation. During the term of this Agreement and for a period of 12 months after the completion of a SOW, neither party shall, without the other party's prior written approval, solicit for employment or subcontract, directly or indirectly, any of the other party's employees or subcontractors connected with the subject matter of this Agreement.

These restrictions shall also be applicable to former employees or subcontractors of either party for a period of one year after the date such former employees or subcontractors were last in contact with the other party in connection with the subject matter of this Agreement.

11. Governing Law. This agreement shall be governed by the laws of the state of Florida, and shall be deemed to be executed in Miami-Dade County, Florida.

12. Jurisdiction. In any legal action relating to this Agreement the parties agree (a) to the exercise of jurisdiction over it by a state or federal court in Miami Dade County, Florida. and (b) that if Customer brings the action, it shall be instituted in one of the courts specified in subparagraph (A) above. nuBridges may institute legal action in any appropriate jurisdiction.

13. Notice. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the address listed on the front page of this Agreement.

14. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

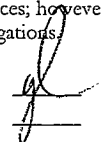
15. Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

16. Export Administration. If the Programs and/or Developments are for use outside the USA, Customer agrees to comply fully with all relevant regulations of the US department of commerce and with the US Export Administration Act to assure that the Programs, Developments, and media are not exported in violation of United States Laws.

17. Entire Agreement. This Agreement constitutes the complete agreement between the parties and, except as provided in Section 5 above, supersedes all previous agreements or representations, written or oral, with respect to the Services and Developments described herein. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of Customer's purchase order shall be superseded by the terms and conditions of this Agreement

18. Other Important Provisions. Customer shall fully cooperate with nuBridges by providing access to Customer information, resources and personnel as reasonably requested by nuBridges to perform its obligations. If the parties desire to change the relevant requirement(s), project plan(s), schedule, scope, specification(s), or other portions of a Statement of Work, the parties shall negotiate in good faith a change order. Any such completed and signed change order shall be deemed an amendment to the Statement of Work to which the change order relates. To the extent that the Professional Services require nuBridges to access or use any third party products provided by Customer, Customer warrants that Customer has all rights necessary for nuBridges or its subcontractors to access or use such third party products and agrees to produce evidence of such rights upon the reasonable request of nuBridges. nuBridges may retain third parties to furnish services in connection with its Professional Services; however, the use of third parties shall not relieve nuBridges of its obligations.

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THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT,
UNDERSTANDS THIS AGREEMENT AND AGREES TO ITS TERMS AND CONDITIONS WITH
INTENT TO BE LEGALLY BOUND.

CUSTOMER: CITY OF MIAMI BEACH

ACCEPTED: nuBridges, Inc.

By: Gus Lopez

By: _____

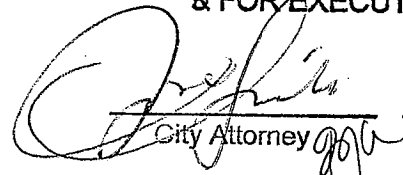
Title: Procurement Director

Title: _____

Date: 1.12.10

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

1/11/10
Date

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NB Initial

