Adams MISC. (Sales Disclosure) (4)

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01 SALES01

AMENDMENT

Adams County Assessor
Judy Affolder
313 West Jefferson Street
Decatur, Indiana 46733

Dear Ms. Affolder:

This Amendment will confirm your request of the following Equipment, Application Software and Upgrades, System Software, Services, and Support at the prices indicated below. This will be an Amendment to your existing Master Agreement # IN2002.135, and all the terms and conditions of that Agreement will pertain.

Hardware	One Time Fees	Annual Fees
Dell Server (DS1000)		Three yr Manufacturer Warranty
Canon 2080C Scanner (DR-2000) Maint (MT-2000)		
VRS Combo (DR-2000)		
Kofax AC (DR-2000)		
Integrated Software – Single User		
SCOPE Server (SDF2000)		
SDF-Sales Disclosure (SDF2000)		
CAMA-Connect (SDF2000) – Support (MR2000)		
Software Support Allowance		**(1,000.00)**
Application Software		
Upgrade CAMA Existing Users to ProVal Plus Site License	**No Charge**	**Continue at current rate***
Services		
Application Software Installation		N/A
System Software Installation		
System Training		
Total Price	***$17,376.00***	***$2,987.00***

*The current rate is $9,375.00/Year.

INTEGRATED SOFTWARE LICENSE
Grant. Manatron grants to Customer a perpetual, nontransferable, nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

Scope of Rights Customer may:

- Install the Software on the Designated Processor and may, upon prior written notice to Manatron, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

- Use and execute the Software only on the licensed number of Seats designated. Customer must purchase a license for each Seat that has access to the Software.

- Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) any copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.

- Make copies of the Documentation for Customer's internal use only, provided that any copyright and other proprietary legends are reproduced on each copy.

Restrictions In addition to other restrictions set forth in this Agreement, Customer may not:

- Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under the existing license Agreement;

- Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau or similar enterprise;

- Translate, reverse engineer, decompile, recompile, update, enhance or create derivations of all or any part of the Software or merge any Software with any other software or program including without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

- Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

- Without prior written approval of Manatron, modify, extend or add tables including without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

- Remove the labels or any proprietary legends from the Software or its Documentation.

- Use of the Integrated Software is only intended to be used in conjunction with Manatron Application Software.

INTELLECTUAL PROPERTY INDEMNIFICATION

Scope Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Manatron shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

Notice Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

Alternatives Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action, Manatron may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation using a five-year, straight-line method of calculation.

Exclusions Manatron shall have no obligation with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, unless identified as Integrated software by Manatron, hardware or system; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

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Title Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

Services are billed as used at the rate in effect at the time of service, plus travel, meals and expenses. Additional costs are due upon delivery at the actual expense. All invoices are due within 30 days of receipt.

Approval of this Letter of Authorization will allow Manatron to perform the services herein. Please send two signed copies of the Letter of Authorization back to:

Manatron, Inc.
Contract Administration
510 East Milham Avenue
Portage, Michigan 49002

We will have the necessary signatures entered return one fully executed copy and retain one for your records. If for any reason the County does not remit payment for the above services, the County will be responsible for any cancellation penalties by Manatron. If you have any questions, please feel free to contact Contract Administration at our Corporate Office: (800) 539-6262.

ACCEPTANCE

Accepted:

MANATRON, INC.

By _____

Title Director of Contracts

Date April 13, 2005

Accepted:

ADAMS COUNTY, INDIANA

By Judith E. Affolder

Title Adams County Assessor

Date 4-13-05