Allen Tax/Billing 02PTBM01 (2)

INFORMATION RESOURCE MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into as of 5 31, 1993, by and between SCT Software & Resource Management Corporation ("SCT"), a Delaware corporation, with offices at Great Valley Corporate Center, 4 Country View Road, Malvern, Pennsylvania, 19355, and the Board of Commissioners of the County of Allen, Indiana ("Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

BACKGROUND

The Client desires to retain SCT to provide Client with certain data processing systems development and other data processing services, which services SCT is in the business of supplying.

NOW THEREFORE, in consideration of the premises and covenants hereinafter contained, and intending to be legally bound hereby, SCT and Client agree as follows:

1. TERM. SCT shall provide Client with the services set forth in this Agreement, on the terms and conditions of this Agreement, commencing September 1, 1993 (the "Commencement Date"), and continuing until December 31, 2003, inclusive.

2. INFORMATION RESOURCES MANAGEMENT SERVICES AND SYSTEMS.

(a) Beginning on the Commencement Date and thereafter as provided herein, SCT will provide to the Client the services described in Exhibit A, which is attached hereto and incorporated herein by this reference.

(b) In order to perform the services described in Exhibit A, using an on-site staff of 18 FTE, SCT will staff and manage the operation of the Client's data processing equipment, software operating systems, and software applications systems (collectively the "Computer Systems") in use at the execution of this Agreement, or such other equivalent configurations which do not increase the level of resources, time, cost or effort required to perform the services described in Exhibit A.

(c) The Computer Systems shall be located within the facilities of the Client.

(d) The Client agrees to permit SCT's authorized personnel, and third parties as may be authorized by SCT, access to the Computer Systems at all times, for the purpose's of managing the operation thereof, and for all other purposes reasonably necessary or appropriate to permit SCT to perform its obligations hereunder.

(e) The Client and SCT mutually agree not to remove or alter in any way markings or other forms signifying ownership of the Computer Systems.

(f) In order to permit SCT to perform its obligations hereunder, the Client personnel shall not operate the Computer Systems to be utilized by SCT hereunder except upon the prior written agreement of SCT, which shall not be unreasonably withheld. SCT personnel shall comply with the rules of the Client with respect to access to the Client's offices and records.

(g) SCT shall implement the security and safety measures established by the Client relating to the Client's data processing facilities which, at a minimum, will conform with industry standards to prevent access to the Computer Systems by other than authorized personnel.

(h) The Client agrees to make its personnel available to SCT so that SCT may consult with such personnel in order to permit SCT to perform its obligations hereunder.

(i) SCT shall manage, with the advice and consent of Client, the Client's expenses in connection with its computer center and the Computer Systems, including without limitation the purchase or other acquisition of supplies, software, hardware and/or maintenance therefor. However, Client, in order to maintain its tax-exempt status, shall be responsible for all such expenses, and no such expenses are included in the amounts to be paid to SCT by Client under this Agreement.

(j) During the term of this Agreement, the Client shall provide to SCT the following in order to permit SCT to perform its obligations hereunder:

(i) All consumable and reusable computer operating supplies existing on the Commencement Date such as computer printer paper, special forms, ribbons, microfilm, magnetic tapes, disk packs and such other computer related supplies as are required to provide the services described in Exhibit A. SCT agrees to meet with Client's Purchasing Director on a quarterly basis to review historic consumption, cost and available inventory of such supplies.

(ii) The necessary and appropriate floor and office space and modifications to space and facilities for both the Computer Systems and all personnel.

(iii) Any necessary leasehold improvement, such as electrical conduit, air conditioning and power which may be required in order to conform with the manufacturer's specifications for any Computer Systems utilized by SCT under this Agreement.

(iv) All utilities, including special power and air conditioning for the Computer Systems utilized by SCT hereunder. This includes electrical power and environmental conditioning capacity to meet vendor specifications for operation of computing equipment and storage of computer supplies, and adequate equipment to provide the electrical power continuity required to meet the Client's need for on-line computing continuity and responsiveness on a twenty-four hour a day, seven day a week operation basis.

(v) Necessary general office equipment such as desks, chairs, typewriters, copiers, files, supplies, and telephone service, including data communications equipment and service, plus any additional equipment or service reasonably required to accommodate SCT personnel.

(vi) Security and janitorial support for the Client's data processing facilities.

(vii) Reproduction capability for all reports and documentation due to the Client under this Agreement.

(viii) Fire protection equipment to protect against the destruction of the Computer Systems and computer data stored on-site.

(ix) Storage in a building not necessarily attached to the Client's data processing facilities for historical files and back up materials with which to rebuild data files in the event working files are destroyed because of natural disaster, fire, riots or other such causes. The Client shall make reasonable efforts to provide a vault area adequate to protect tapes, disks, and other working computer files from the hazards of theft, fire, hurricanes, and other natural disasters for up to five (5) hours, or other reasonable time period.

(x) On-site storage for expendable computer supplies (e.g., forms, paper, cards) to provide a working level of such supplies on hand at all times. On and off-site storage and delivery service to facilitate bulk purchasing, with immediate access to at least five (5) days of supply and two-three (2-3) day access to at least a thirty (30) day supply.

(xi) One (1) parking space in Client's covered garage, with additional parking on an "as available" basis.

(k) Any changes in physical support provided by the Client (e.g., planned water or power outages and repair work) shall be promptly brought to SCT's attention to allow SCT to evaluate the impact on computer center operations and, where possible, to take action to minimize the effect on such operations.

(l) SCT shall not, without the prior written approval of the Client, sell or give to a third party machine time on any Computer Systems that it is authorized to manage and operate under this Agreement. SCT shall not use the Computer Systems for purposes other than its obligations under this Agreement unless, and to the extent, approved by the Client.

(m) SCT shall not charge any additional fees other than provided herein for hiring or engaging services of experts or consultants to perform its duties provided for herein without the prior written approval of the Client.

2.1. OPTION TO OBTAIN ONSITE SERVICES. Client shall have the option to obtain from SCT, in replacement of the Information Resource Management Services to be provided by SCT under this Agreement, SCT's OnSite Services, under the terms and conditions of SCT's OnSite Services Agreement (as such terms and conditions may be negotiated in good faith by the parties), for such fees as may then be agreed to by the parties. Under its OnSite Services program, SCT assumes spending responsibility for a client's data processing budget as the client's pay agent, provides the client with data processing staffing and management services, and, to the extent such additional components are provided for in the client's data processing budget: (i) grants the client a license to use one (1) or more systems of SCT's BANNER application software and SCT's IntelliQuest natural language query software; (ii) grants the client a license to use ORACLE database software; (iii) obtains for the client replacement hardware or hardware upgrades for the operation of the aforesaid application and database software components; and (iv) implements and executes SCT's Total Quality Management policies and procedures. Client can exercise the option provided for in this Section 2.1 by advising SCT in writing that Client is so exercising the option. Thereupon, the parties will negotiate in good faith to determine the scope of and the fees for SCT's OnSite Services. SCT has extended the option described in this Section to City of Fort Wayne, Indiana, and recommends that Client and Fort Wayne, Indiana exercise the option concurrently, if either entity exercises the option.

3. COST AND PAYMENT.

(a) SCT will invoice the Client thirty (30) days prior to the first business day of each month during the term of this Agreement for services in an amount equal to the amount set forth for such month in the schedule contained in Exhibit B, which is attached hereto and incorporated herein by this reference. Invoices will be accompanied by such supporting documentation as is required by Indiana law.

(b) All amounts due under this Agreement shall be paid by the Client to SCT by not later than sixty (60) days after receipt of invoice.

(c) Client shall be responsible for the payment of personal property taxes on any equipment or software, and shall be responsible for any sales, use or excise taxes levied or assessed on equipment, software and/or services furnished by SCT under this Agreement.

4. MEETINGS AND REVIEWS.

(a) The SCT Site Director shall be responsible for maintaining informal day-to-day contact with the Client's designated Contract Administrator (see Section 17 below) as well as informal communications from time to time with the Client's User Department Heads. The SCT Site Director shall take direction from Client's Data Board and shall meet with the Data Board or its successor on at least a monthly basis to discuss progress under this Agreement, including the setting of priorities and the utilization of equipment.

(b) The SCT Site Director, together with a member of the management of SCT, as determined by SCT, shall meet annually with the Client Data Processing Board and such other Client officials as such Data Processing Board deems necessary and appropriate, to make a presentation to review the progress of SCT's performance and operations during the past year and the parties' plans for the ensuing year.

5. REPORTS. During the term of this Agreement, SCT shall submit, on a monthly basis, status reports to the Client's Data Board or its successor. The reports will include the progress of work being performed, the milestones attained, the problem areas encountered and corrective action taken or to be taken.

6. RIGHTS TO SYSTEMS APPLICATION SOFTWARE.

(a) The Client shall retain all right, title and interest in and to the Client's proprietary computer systems application software (collectively "programs") in operation at the Commencement Date of this Agreement. SCT shall have no right, title or interest in or to such programs for any purpose, except the right to use, modify, enhance and operate such programs in order to perform services hereunder and as may be expressly set forth herein or in a separate written agreement executed between the parties. SCT shall retain all right, title and interest in and to its proprietary software, and the Client shall have no right, title or interest in or to such programs for any purpose. All right, title and interest to any programs owned by either SCT or the Client and all modifications and/or enhancements thereof made by SCT hereunder shall remain in the original owner of such programs.

(b) The Client shall own all right, title and interest to any new software programs and associated documentation developed under this Agreement where personnel provided by SCT hereunder perform only the actual program coding in connection with the new software programs from specifications provided to SCT by the Client. SCT shall own all right, title and interest to any new software programs and associated documentation developed under this Agreement if SCT performs other services in connection with the development of the new software programs in addition to performing the actual program coding in accordance with the specifications. In the latter case, where SCT is the owner of the new software program(s), SCT shall grant to the Client a perpetual non-exclusive, non-transferable free license to use such new software program(s) for its in-house computing needs pursuant to the terms and conditions of SCT's then current software license agreement. Each party agrees to execute such documents and other materials as may be reasonably requested by the party which owns the new software developed hereunder pursuant to the terms of this Section 6(b) to obtain protection for such new software and to perfect exclusive title thereto in the owner of such new software, at the sole cost of the owner.

(c) During the term of this Agreement, SCT shall have access to and use of all Client-owned programs and associated documentation as well as any third party-owned proprietary

software packages currently used by Client, for use by SCT in processing data for the Client and performing other services to be provided by SCT hereunder, or for any other purpose authorized by the Client.

(d) SCT, in the performance of its services hereunder, will not do anything which will result in a default by Client under any provisions of any data processing related contracts and leasing agreements between Client and a third party. SCT shall indemnify, defend and hold Client harmless from any and all suits, claims, liabilities, damages, judgments, settlements, debts, costs, awards and expenses, including attorneys' fees and expenses, in connection with SCT's responsibility set forth in this Section 6(d).

7. INSPECTION.

(a) SCT agrees to provide access to the Client records in its possession to the Client's internal auditors and to such other authorized parties as the Client may designate.

(b) All work performed under this Agreement shall be subject to inspection by the Client to the extent practicable during normal business hours and upon reasonable notice to SCT. All inspections by the Client shall be performed in such a manner as not to unduly delay the work being performed by SCT hereunder, and shall be at the sole cost of Client.

8. CONFIDENTIAL INFORMATION.

(a) Each party agrees: (i) to treat the other's confidential information as proprietary to the other; (ii) that it will not knowingly disclose to any person or entity not a party to this Agreement except as ordered by a court of competent jurisdiction, or use for its own or any such person's or entity's benefit, any confidential information belonging to the other party to this Agreement without that other party's prior written consent; and (iii) that it will use all reasonable effort to maintain the confidentiality of all confidential information of the other party to this Agreement and to prevent the unauthorized disclosure and dissemination of any of that confidential information to any such person or entity. In no event will any party hereto use less care to maintain the confidentiality of the other party's confidential information than it uses to maintain the confidentiality of its own information of equal importance. Information shall be deemed confidential for the purposes of this Agreement only: (iv) if disclosed in writing, it is clearly marked as confidential; or (v) if disclosed orally, it is clearly identified in writing as confidential within fifteen (15) days after its oral disclosure.

(b) Confidential information does not include information that: (i) is or becomes known to the public without fault or breach on the part of the party to this Agreement seeking to disclose it; (ii) the owning party regularly discloses to third parties without restriction on disclosure; (iii),the party to this Agreement seeking to disclose it receives from a party other than a party to this Agreement without restriction on disclosure and without breach of a nondisclosure obligation; (iv) is independently developed by the receiving party without the benefit of the disclosure; (v) is already known to the receiving party at the time of disclosure; or (vi) is required to be disclosed by operation of law.

(c) Notwithstanding the termination of this Agreement, and except as may otherwise be provided for under applicable federal or state law, the nondisclosure and nonuse obligations set forth above will remain in full force with respect to each item of confidential information for a period of five (5) years after the expiration or earlier termination of this Agreement. Nothing contained herein shall be deemed to preclude Client from disclosing confidential information to Client's employees or any third party succeeding SCT as Client's data processing provider, provided that such disclosure is made: (i) only on a "need to know" basis; (ii) only if the person or entity to whom such disclosure is being made is advised in writing of the use and non-disclosure obligations imposed upon Client

and such person or entity under this Section 8; and (iii) only if, prior to such disclosure, such person or entity has executed a non-disclosure agreement providing reasonable protection of SCT's confidential information.

9. COMPLIANCE WITH APPLICABLE LAWS. SCT agrees that performance of services under this Agreement will be subject to regulation and examination of all appropriate regulatory agencies of the federal, state and local governments, to the same extent as if such services were being performed by the Client for itself on its own premises. This Agreement is expressly made subject to all such laws, ordinances, rules and regulations. In the event that compliance by SCT with future laws will involve the incurrence of additional costs or affect performance schedules, there shall be a price and/or performance schedule adjustment commensurate with costs or effect on performance schedules.

10. FORCE MAJEURE.

(a) SCT's Inability to Perform. SCT shall not be liable for any failure to perform its obligations under the Agreement if prevented from doing so, in whole or in part, by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, fires, floods, storms, earthquake, other disasters, riots, strikes, lockouts, other labor disputes, wars or war operations, civil disturbance, restraints of government or any other cause or causes which could not with reasonable diligence be controlled or prevented by SCT.

(b) Client's Insufficient Funding. Client believes that sufficient funds can be obtained to pay all amounts due SCT throughout the term of this Agreement and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Client's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefor and in that regard Client represents and warrants to SCT that the services to be performed by SCT hereunder are essential to its proper, efficient and economic operation. In the event insufficient funds are appropriated and budgeted or are otherwise legally available by any means whatsoever in any fiscal period for which payments due under this Agreement, then Client will immediately notify SCT of such occurrence and SCT may either: (i) reduce its staffing and level of services to the amount so budgeted; or (ii) notify Client that this Agreement will expire effective on the last day of the fiscal period for which appropriations were received. If no funds are appropriated or budgeted or otherwise legally available, then Client will immediately notify SCT of such occurrence, and this Agreement will be deemed expired effective on the last day of the fiscal period for which appropriations were received. Any such premature expiration effected pursuant to this Section 10(b) shall be subject to the provisions of Sections 12 (including without limitation the obligation to pay any Accelerated Deferral Amount as described therein) and 13. Notwithstanding the foregoing, Client agrees that the provisions of this Section 10(b) will not apply if any funds are appropriated to it, or by it, for the acquisition, retention or operation of data processing services or other services similar to which are being provided by SCT hereunder, and that it will not during the term of this Agreement give priority in the application of funds to any other similar services. Further, nothing in this Section 10(b) will be construed so as to permit Client to reduce the level of services to be provided by SCT hereunder, or effect a premature expiration of this Agreement, in order to acquire any other data processing or similar services or to allocate funds directly or indirectly to perform essentially the same application for which services are being provided, including the performance of the services by Client itself.

11. PREVENTION OF PERFORMANCE BY COURT ORDER. In the event a court of competent jurisdiction should render a final order or final judgment enjoining or restraining

performance of this Agreement by either or both parties hereto, or in the event such a court should declare this Agreement void or illegal, then each party is relieved and dissolved of all obligations hereunder, subject, however, to the provisions of Section 13 and payment of all amounts to SCT for work performed and products licensed or provided, determined in accordance with Section 12 below. Client agrees to defend and assert the legality of this Agreement in any litigation arising out of this Agreement brought by third parties in which the Client is named as a party defendant or respondent and to vigorously pursue such defense in any and all appropriate courts.

12. TERMINATION.

(a) This Agreement may be terminated by either party hereto for cause in the event the other party fails to substantially perform its obligations under this Agreement. Such termination must be in writing and shall be effective (the "Termination Date") either: (i) sixty (60) days after receipt of such notice, unless the default is cured or material remedial steps have been taken to cure said default within sixty (60) days after receipt of such notice; or (ii) sixty (60) days after the Client's receipt of written notice from SCT notifying Client of its failure to make payments due hereunder within sixty (60) days after receipt of invoice. In the event the default complained of is cured or material remedial steps have been taken to cure said default within said sixty (60) day period, or if the default is for nonpayment, such payment is received by SCT within the aforementioned sixty (60) days, this Agreement shall continue as if such notice had not been given. In the event SCT commits an act of bankruptcy or is placed in receivership, the Client shall have the right to offer employment to SCT employees currently assigned to Client's site or previously assigned within the last one hundred-eighty (180) days and to perform necessary services in order to maintain the site.

(b) Client shall have the right to terminate this Agreement for convenience, with such termination to be effective August 31, 1998, by notifying SCT in writing (such written notice which must be received by SCT not earlier than September 1, 1997 nor any later than February 28, 1998) that Client is so exercising its right to terminate this Agreement for convenience. Upon such termination for convenience, Client shall be obligated to pay to SCT, in addition to all other amounts that are due and owing to SCT under this Agreement as of August 31, 1998, the Accelerated Deferral Amount described in Section 12(e) below.

(c) Any termination of this Agreement (including without limitation termination pursuant to Section 10[b] above) shall be subject to the provisions of Section 13 below, except a termination for Client's failure to timely pay for services rendered by SCT hereunder.

(d) Within sixty (60) days after the expiration date or any earlier termination of this Agreement, SCT shall submit an invoice to Client for the amount for all services and property (payment for which has not been made), performed or delivered prior to the expiration date or any such earlier termination date, including without limitation (in the event of a termination of this Agreement prior to its expiration), payment of the Accelerated Deferral Amount described in Section 12(e) below.

(e) Client acknowledges and understands that SCT is entering into this Agreement on the understanding that the fees for the goods and services to be provided by SCT to Client pursuant to this Agreement are based on a long term relationship and that an early termination of this Agreement (including without limitation termination pursuant to Section 10[b] above) will have a significant financial impact on SCT. Upon the termination of this Agreement, Client shall pay to SCT the applicable Accelerated Deferral Amount set forth in Exhibit C based on the increase or decrease, as applicable, in the Accelerated Deferral Amount during the fiscal year in which the effective date of such termination occurs. For any date falling between the dates listed in Exhibit C, the amount of the Accelerated Deferral Amount shall be calculated by straight line interpolation using the two dates between which the termination date falls and prorating the respective amounts

on a daily basis. The Accelerated Deferral Amount shall be due within sixty (60) days after the effective date of such termination of this Agreement. The applicable Accelerated Deferral Amount has been established by the parties to reflect the unamortized costs which will be incurred by SCT as a result of an early termination of this Agreement. The Accelerated Deferral Amount is not in the nature of, and shall not be deemed to be, a penalty or liquidated damages. Notwithstanding the payment of the Accelerated Deferral Amount by Client, both SCT and Client will be entitled to pursue all their respective rights and remedies, both at law and in equity.

13. PHASEOVER UPON TERMINATION.

(a) Not less than one hundred eighty (180) days prior to the expiration of this Agreement, or, if this Agreement is earlier terminated as provided for in Section 12 above, then not less than sixty (60) days prior to such Termination Date, unless this Agreement is terminated by SCT by reason of Client's failure to timely pay for services rendered by SCT hereunder, SCT shall submit to the Client a written plan for turning responsibility for performance of the effort and services provided hereunder over to the Client. Implementation of such phaseover plan shall commence upon its approval by the Client and shall be completed on or before the Termination Date. At such time, SCT shall make available to the Client such personnel as necessary for the provision and maintenance of data processing services and shall use its best efforts and cooperation to effect an orderly transition of personnel back to the Client.

(b) During the implementation of the phaseover plan, SCT shall train designated Client personnel in the operation and maintenance of the systems used and operated in providing services hereunder. At the option of the Client, SCT shall provide such additional training for a period not exceeding one hundred eighty (180) days after the Termination Date so long as this Agreement is not terminated by SCT by reason of Client's failure to timely pay.

(c) Performance by SCT personnel after the Termination Date of any training or system completion, implementation or other task shall be invoiced to the Client at SCT's then current standard time and material billing rates and shall be paid by Client as set forth in Section 4(b) above.

(d) At least forty-five (45) days prior to the Termination Date, the Client shall provide written instructions for the return or disposition of all material and data of the Client at the Client's expense. If such timely instructions are not received, SCT shall leave such materials in the Client's data processing facilities, and shall not be responsible for any theft, loss or damage thereto, or for any expenses or damages incurred by the Client in connection therewith.

14. RISK OF LOSS. The Client shall be responsible for protection of all work, equipment, materials, computer programs, supplies, and the like, including data, after delivery to the Client. Client acknowledges and understands that the services to be provided by SCT under this Agreement do not include Client access to any disaster recovery facility in the event that Client's data processing operations should be interrupted or terminated, in whole or in part. Client is further hereby advised that SCT recommends that Client enter into an agreement with a third party provider to so obtain access to and a right of use for such a disaster recovery facility.

15. LIABILITY AND LIMITATION OF LIABILITY: DISCLAIMER OF WARRANTIES.

(a) The Client shall maintain adequate supporting material to enable SCT to update or regenerate, as necessary, data files, printer outputs and other data. In the event of loss, damage, destruction, or inoperation of any data, service, system or program due to the sole negligence of SCT, SCT's sole liability therefor shall be limited to either the replacement, repair, reconstruction, redevelopment, or regeneration, at SCT's option, of the lost, damaged, destroyed or inoperable data, service, system or program from the Client's supporting material in the method reasonably

agreeable to both parties for such action. In the event the Client has failed to maintain adequate supporting material, SCT's liability shall be strictly limited to the same cost of replacement, at SCT's then current rates, as if the Client had so maintained adequate supporting material. Adequate supporting material is defined for this purpose as the original source material or data input documents initially provided to SCT. SCT shall not be liable for any damages resulting or arising from Client's failure to. perform its obligations hereunder.

(b) SCT NEITHER MAKES NOR ASSUMES NOR AUTHORIZES ANY PERSON TO MAKE OR ASSUME FOR IT, AND HEREBY SPECIFICALLY DISCLAIMS, ANY AND ALL WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE, LICENSE, OR USE OF ANY SERVICE, SYSTEM, PROGRAM OR EQUIPMENT UNDER THIS AGREEMENT.

(c) SCT WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. EXCEPT IN CONNECTION WITH LIABILITY FOR BODILY INJURY, DEATH OR PHYSICAL DAMAGE TO TANGIBLE PERSONAL PROPERTY AND/OR REAL PROPERTY PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF SCT OR ITS EMPLOYEES, FOR WHICH ACTS SCT'S LIABILITY SHALL INSTEAD AND NOT ADDITIONALLY BE LIMITED TO THE INSURANCE LIMITS AVAILABLE UNDER THE POLICIES OF INSURANCE ENUMERATED IN SECTION 15(d) OF THIS AGREEMENT, IN NO EVENT WILL SCT'S LIABILITY IN CONNECTION WITH THE SERVICES RENDERED HEREUNDER EXCEED THE AMOUNT OF THE LARGEST COMPENSATION PAID HEREUNDER FOR ANY ONE YEAR OR THE ACTUAL DAMAGES INCURRED BY CLIENT, WHICHEVER IS LESS. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS SECTION 15(C), THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, MISREPRESENTATION AND OTHER CAUSES OF ACTION BASED ON SIMILAR LEGAL THEORIES.

(d) SCT agrees to maintain comprehensive general liability insurance in the following annual minimum amounts: Property Damage - $1,000,000 per occurrence and $3,000,000 aggregate; Bodily Injury and Loss of Life - $5,000,000 per occurrence and $5,000,000 aggregate.

16. COST OF LIVING ADJUSTMENT.

(a) If on June 1, 1994 the Consumer Price Index for Urban Wage Earners and Clerical Workers of the Metropolitan Ft. Wayne, Indiana area (which index, as of the date that this Agreement was executed by the parties, was published by the Bureau of Labor Statistics of the Department of Labor), is higher than the Consumer Price Index on the June 1 immediately prior thereto (for this purpose, the latest June 1 shall be called the "Current Index" and the immediately preceding June 1 shall be called the "Base Index"), then on September 1, 1994, and on each September 1 thereafter during the term of this Agreement, the amounts set forth in Exhibit B for the year beginning on that September 1 shall be deemed, automatically without any further act by either party, adjusted accordingly to reflect the percentage increase of the then Current Index over the then Base Index, compounded in each year by the amount of the cost of living adjustment percentage applied for each previous year that this Agreement was in place. SCT shall calculate this adjustment and, no later than thirty (30) days after the Current Index becomes available, inform Client in writing of the results of the calculation. Notwithstanding the above, in no event shall the cost of living adjustment in any one (1) Client fiscal year commencing on September 1 be less than three percent (3%) or greater than five percent (5%).

(b) Notwithstanding Subsection 16(a) above, however, and without limitation thereon, in the event that the percentage increase of the then Current Index over the Base Index should exceed eight percent (8.0%) as of any June 1 for which such calculation has been made, then SCT shall additionally, and as soon as reasonably practicable after SCT has made such determination, submit to Client a proposal which SCT shall develop in good faith ("Services Reduction Proposal"), to reduce the services that SCT provides to Client under this Agreement by an amount equal in value (for each remaining one [1] year period of the term of the Agreement) to the amount by which the then Current Index over the Base Index exceeds the maximum annual cost of living index described in Section 16(b). By way of example, and not limitation, if the actual calculation of the then Current Index over the Base Index were nine percent (9%), then the actual cost of living increase applicable for the upcoming one (1) year period would be five percent (5%), subject to the compounding described in Subsection 16(a) above. SCT would then submit to the Client a Services Reduction Proposal under which the services to be provided by SCT under this Agreement for the remainder of the term of the Agreement would be reduced by an amount equal to four percent (4%) of the value of such services.

(c) Upon Client's receipt of a Services Reduction Proposal, Client shall have a period of thirty (30) calendar days ("Proposal Review Period") in which to review the Services Reduction Proposal and to advise SCT in writing if Client rejects such Services Reduction Proposal. Absent SCT's receipt of Client's written rejection of such Services Reduction Proposal (accompanied by a counter-Services Reduction Proposal as described in the immediately following sentence) by not later than the last day of the Proposal Review Period, such Services Reduction Proposal shall be deemed to have been accepted by Client and shall be attached to and made a part of the Annual Work Plan for the upcoming one (1) year period. Client can only reject the Services Reduction Proposal by submitting to SCT, by not later than the last day of the Proposal Review Period, a counter-Services Reduction Proposal which Client has generated. Upon SCT's receipt of a counter-Services Reduction Proposal, SCT shall have a period equal in length to the Proposal Review Period in which to accept or reject the counter-Services Reduction Proposal. Absent Client's receipt of SCT's written rejection of such counter-Services Reduction Proposal by not later than the last day of such counter-Proposal Review Period, such counter-Services Reduction Proposal shall be deemed to have been accepted by Client and shall be attached to and made a part of the Annual Work Plan for the upcoming one (1) year period. If however SCT rejects such counter-Services Reduction Proposal, then the parties shall promptly initiate good faith negotiations to determine which services that SCT would otherwise provide shall be reduced or eliminated under this Agreement. If the parties are unable to reach agreement prior to the September 1 date upon which such services would have been reduced or eliminated, then they shall initiate the Dispute Resolution Procedure described in Section 19 of this Agreement, but deleting, specifically, the initial dispute resolution procedure outlined in Section 19(a).

17. CLIENT'S CONTRACT ADMINISTRATOR. The Client shall appoint a Contract Administrator who will be delegated the duty and responsibility of maintaining liaison with SCT and to oversee SCT's performance under this Agreement.

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18. NOTICES. Any notice provided for herein shall be given in writing and transmitted by personal delivery, facsimile transmission, courier or prepaid first class registered or certified mail addressed as follows:

Client:	County of Allen, Indiana One Main Street Fort Wayne, Indiana 46802 ATTENTION: President, Board of Commissioners
SCT:	SCT Software & Resource Management Corporation Great Valley Corporate Center Four Country View Road Malvern, Pennsylvania 19355 ATTENTION: President, Information Resource Management
With a copy to:	SCT Software & Resource Management Corporation Great Valley Corporate Center Four Country View Road Malvern, Pennsylvania 19355 ATTENTION: General Counsel

or to such other persons or addresses which the Client or SCT may from time to time designate in writing.

19. DISPUTE RESOLUTION PROCEDURE. In the event that the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement or any of the terms or conditions hereof, or any transaction hereunder including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (hereinafter collectively the "Dispute"), the parties, upon agreement, shall conduct a three-stage procedure as follows, it being agreed that for purposes of this Section 19, any reference to a particular representative of a party shall also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate:

(a) A party shall provide notice of a dispute, in accordance with Section 18 of this Agreement, to the other party. A copy of such notice shall also be sent to the Client Contract Administrator and the SCT Site Director. Within ten (10) business days of the giving of such notice of a Dispute, the Client Contract Administrator and SCT Site Director shall conduct a meeting in Ft. Wayne, Indiana either to: (i) resolve the matter and set forth such resolution in writing; or (ii) define the Dispute in writing, including a description of the position of each party and the other projects and tasks which would be affected by the proposed resolution submitted by Client Contract Administrator and by the proposed resolution submitted by the SCT Site Director. A copy of the writing described in this Section 19(a)(i) and (ii) shall be provided to the persons who are to receive notices in accordance with Section 18.

(b) If the Client Contract Administrator and SCT Site Director are unable to reach an agreement pursuant to Section 19(a) above, then within ten (10) business days after such meeting, the Vice President of SCT responsible for SCT's performance under of this Agreement (the "SCT Vice President") and the Client Representative to whom Client's Contract Administrator reports ("Client Manager") shall meet in Ft. Wayne, Indiana to attempt to reach a resolution of the matter in light of the description of the Dispute submitted by the parties and further discussion among and between the parties and their respective representatives. If they are unable to resolve the Dispute, they shall further define the Dispute in writing based upon discussions held at their meeting, if

appropriate. A copy of the writing described in this Section 19(b) shall be provided to the persons who are to receive notices in accordance with Section 18.

(c) If the SCT Vice President and the Client Manager are unable to reach an agreement pursuant to Section 19(b), then within fifteen (15) business days after such meeting, SCT's President, Information Resource Management and Client's Chief Operating Officer shall meet in Ft. Wayne, Indiana which meeting shall also be attended by the SCT Vice President and SCT Site Director and the Client Contract Administrator and Client Manager, to attempt to reach a resolution of the matter in light of the description of the Dispute submitted by the parties and further discussion among and between the parties and their respective representatives.

(d) If the parties are unable to resolve the dispute after following the procedures set forth in subparagraphs (a) through (c) of this Section 19, the parties shall be entitled to pursue all their remedies at law and in equity.

(e) Any reference to a particular person or office holder in this Section 19, shall be deemed to include the designee of such person or office holder.

(f) Notwithstanding the provisions of this Section 19, either party may seek equitable relief at any time without the necessity of first complying with the provisions of this Section 19.

20. MISCELLANEOUS.

(a) Each paragraph, clause and provision of this Agreement is severable from the others and if one provision or part hereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

(b) This Agreement, together with the Exhibits hereto, constitutes the entire Agreement of the parties on the subject matter hereof, and no other agreement or understanding, verbal or otherwise, on the subject matter hereof exists between the parties at the time of execution hereof. This Agreement shall not be changed, modified, or discharged except by written instrument executed by both parties.

(c) An terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.

(d) The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, in no way define, limit or describe the scope or intent of any provision hereof, and therefore shall not be used in construing or interpreting the provisions hereof.

(e) This Agreement does not constitute SCT as the agent or representative of the Client for any purpose other than that which may be expressly set forth herein.

(f) This Agreement shall be construed in accordance with the laws of the State of Indiana.

(g) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first above written.

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION

By:

Title: President, IRM

Date: 3/18/93

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

By:

Title: President, Allen County Commissioners

Date: March 31, 1993

By:

Title: Vice President, Commissioners

Date: March 31, 1993

By:

Title: Secretary, Commissioners

Date: March 31, 1993

ATTEST:

Linda K. Bloom, Auditor

EXHIBIT A

SCOPE OF SERVICES

SCT shall provide the services described below during the term of this Agreement:

1. SYSTEM APPLICATION DEVELOPMENT. INSTALLATION AND MAINTENANCE

A. During the term of this Agreement, SCT shall use its best efforts to operate and maintain the current (that is, current as of the Commencement Date) systems applications, unless replaced by new systems applications as specified herein or by separate written agreement between the parties, and perform the following listed tasks:

(1) Develop an annual computing plan ("Annual Plan") as part of the budget preparation process and present the same to Client's Data Board for approval;

(2) Based on the system development and user service requirements generated during the annual planning effort, SCT will develop hardware requirements to support selected long-term work programs. SCT will coordinate this hardware planning activity with efforts directed to the assessment of new hardware capabilities and with the short-term improvements activities (systems tuning).

SCT will prepare, as needed, requests for proposals ("RFPs") for required hardware or software. Further, SCT will evaluate vendor responses and recommend the most suitable response. SCT will provide technical assistance to the Client to support detailed contract negotiations and assist the Client in the installation and acceptance testing for selected hardware or software. Nothing contained herein shall be deemed to preclude SCT from responding to any such RFPs.

(3) SCT will provide user liaison services including:

(a) Assisting in a priority and policy-setting process;

(b) Planning for new systems development;

(c) Assisting Client personnel in providing input for the development and maintenance of the Annual Plan;

(d) Maintaining communications with Client user departments;

(e) Troubleshooting problems with existing systems as necessary;

(f) Keeping users abreast of the current trends and developments in computing;

(g) Training user personnel in the use of new systems;

(h) Assisting Client in its efforts to secure funding for new systems development;

(i) Assisting in management analysis activities, e.g., the development of performance indicators as part of the Client's performance monitoring;

(j) Recommending improvements to manual systems and procedures;

(k) Working with user departments as necessary in the performance of the above and other activities;

(l) Establishing definitions of responsibility for the users; and

(m) Maintaining and updating formal procedures for justification, funding, and completing modifications to systems (work order system).

(4) SCT will provide and maintain methodologies for security, control, documentation, systems planning, performance of user systems requirements analysis, and programming and operating procedures.

(5) SCT will adapt for use by Client's data processing user agencies SCT's system management procedures and documentation standards for Project Management, Project Control and Disaster Recovery.

(6) SCT will provide Systems Analysis and Programming Resources to support new systems development, application enhancement and maintenance requirements outlined in each year's Annual Plan. Resource requirements in excess of those specifically detailed in each year's Annual Plan would be supported at additional Client expense.

(7) SCT will provide computer literacy training programs for Client's Commissioners, Council, key executive, department heads and users.

(8) SCT will assist Client in completing the installation of the HTE Payroll/Personnel System.

(9) SCT will reevaluate the status of the Tax Accounting System to determine suitability for continued use, and thereafter, if necessary, will modify or enhance the same as provided for in the applicable Annual Plan.

B. Reports

SCT shall provide reports as provided for in this Agreement on the following subjects:

(1) Cost benefit analysis as part of the methodology for justifying projects in an effort to recover, avoid, or fund costs through increased efficiency.

(2) Software problem reporting, which shall include documentation of software problems and resolution, including both system software and application software. Information will be generated to provide historical documentation on software problems, actual causes, and solutions applied.

(3) User services reporting, which shall include the continuance of a work order system and which shall track user requests for services (including maintenance and system enhancement), and a project control system which shall monitor and report the progress of individual development tasks and personnel on new system development projects.

2. COMPUTER OPERATIONS

A. Computer Operations Schedule and Procedures

(1) SCT, through its management of Client's data processing operations, shall use its best efforts to maintain existing arrangements (that is, arrangements in place as of the Commencement Date) for the delivery of work to and from the Client's data processing facilities.

(2) SCT shall manage the processing of Client's systems applications, following those Client-specified run instructions that were in use as of the Commencement Date or as the same may by modified, and shall manage system production of the system output formats required by the current (that is, current as of the Commencement Date) systems application design.

(3) During normal and emergency operations, the Client and SCT shall agree on delivery schedules and priorities for all system output formats and work to be furnished and all data to be submitted by SCT.

(4) SCT shall manage the distribution of output material and formats to the appropriate destinations as required by the current systems applications design.

(5) SCT shall manage the distribution of such systems application output formats as may be required in conducting the data processing functions described in this Exhibit A.

(6) With prior written approval of the Client, SCT shall coordinate the acquisition, substitution or modification of all data processing equipment, systems, supplies, maintenance and the like.

B. Reports

SCT shall additionally provide reports as specified in this Agreement on the following subjects:

(1) Hardware problem reporting, which shall be a logging of facts relevant to computer equipment including total system down time, specific component down time, and mean time between failure and vendor response time;

(2) Hardware utilization statistics, including speed, capacity, idle time and data transfer rates, which will be translated into information to management for making decisions relevant to system configuration upgrade and/or replacement and possible other hardware adjustments; and

(3) Application resource accounting, the purpose of which shall be to measure the resources which are actually used by individual system users.

EXHIBIT B

PAYMENT SCHEDULE

EXHIBIT B

PAYMENT SCHEDULE

	1993/1994[1]	1994/1995[2]	1995/1996[2]	1996/1997[2]	1997/1998[2]	1998/1999[2]	1999/2000[2]	2000/2001[2]	2001/2002[2]	2002/2003[2]	2003/2004[2]	Total
September	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$685,454
October	$56,042	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$679,182
November	$56,042	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$679,182
December	$56,042	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,278	$679,146
January	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$0	$623,140
February	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$0	$623,140
March	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$0	$623,140
April	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$0	$623,140
May	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$0	$623,140
June	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$0	$623,140
July	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$0	$623,140
August	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$62,314	$0	$623,140
Total	$728,952	$747,768	$747,768	$747,768	$747,768	$747,768	$747,768	$747,768	$747,768	$747,768	$249,220	$7,708,084

[1] Cost of living adjustment increases not applicable until September 1, 1994

[2] The amounts included in the above table for these years do not include any cost of living adjustments. These amounts shall be increased for such cost of living adjustments for each year in accordance with the provisions of Section 16 of this Agreement

EXHIBIT C

ACCELERATED DEFERRAL SCHEDULE

(Attached)

The Accelerated Deferral Amount will be prorated to the effective date of termination as set forth in Section 12(e) of the Agreement.

EXHIBIT C

ACCELERATED DEFERRAL SCHEDULE

Accelerated Deferral Amount	At
$0	Effective Date
$58,689	August 31, 1994
$122,249	August 31, 1995
$191,085	August 31, 1996
$265,633	August 31, 1997
$346,390	August 31, 1998
$281,442	August 31, 1999
$216,494	August 31, 2000
$151,546	August 31, 2001
$86,598	August 31, 2002
$21,650	August 31, 2003
$0	December 31, 2003

The Accelerated Deferral Amount will be prorated to the effective date of termination as set forth in Section 12(e) of the Agreement.

Annex B - Certificate of Acceptance

RE: Municipal Lease Agreement No. 6758033-001 dated as of July 6, 1998 between the Lessee and Lessor identified below.

LESSOR: DIGITAL FINANCIAL SERVICES, a division of General Electric Capital Corporation.

A. LESSEE: LEGAL NAME: County of Allen, Indiana
ADDRESS: 1 Main Street
Fort Wayne, Indiana 46802

B. EQUIPMENT LOCATION:
STREET ADDRESS: 1 Main Street
COUNTY: Allen County
CITY, STATE, ZIP: Fort Wayne, Indiana 46802

LESSEE, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO LESSOR AND ITS ASSIGNEE THAT:
(a) All the Equipment has been delivered and inspected by Lessee on the Lease Commencement Date specified below pursuant to the above-referenced Lease Agreement ("Lease"):
(b) Lessee irrevocably accepts the Equipment for lease under the Lease as of the Lease Commencement Date: and
(c) No Non-Appropriation or event which would allow the Lessor to declare a Default (Section 13 of the Lease) has occurred, and all of the representations and warranties made in the Lease are true as of the Lease Commencement Date.

LESSEE: County of Allen, Indiana
BY: [signature]
NAME: BRUCE R. LITTLE
TITLE: PURCHASING DIRECTOR
DATE OF ACCEPTANCE/LEASE COMMENCEMENT DATE: 9-16-98

UPON EXECUTION, PLEASE MAIL TO:

DIGITAL FINANCIAL SERVICES
ATTN: AARON OSBORNE
1400 COMPUTER DRIVE
WESTBOROUGH, MA 01581

microfilm

State Of Indiana
County of Allen

First Amendment to IRM Agreement

FIRST AMENDMENT TO IRM AGREEMENT entered into this 19th day of May, 1994 by and between SCT Software & Resource Management Corporation (hereinafter "SCT"), a Delaware corporation, with offices at 4 Country View Road, Malvern, Pennsylvania, 19355 and the COUNTY OF ALLEN (hereinafter "Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

WITNESSETH

WHEREAS, SCT and Client entered into an Information Resource Management Agreement (hereinafter the "IRM Agreement") on March 31, 1993, and

WHEREAS, the parties desire to amend their aforesaid IRM agreement again to add certain professional services of one (1) Microfilm Operator to perform Clerk Of The Court microfilming pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, SCT and Client agree as follows:

Section One: Incorporation by Reference

This FIRST AMENDMENT to IRM Agreement is incorporated by reference into the Parties' IRM Agreement dated March 31, 1993. Soley with respect to the subject matter of this First Amendment, in the event that there is a conflict between the terms and conditions set forth in this FIRST AMENDMENT and those in the IRM agreement, this FIRST AMENDMENT shall take precedence.

Section Two: Scope of Services

Beginning June 1, 1994 and continuing through December 31, 2003, SCT will provide the client with the services of one (1) SCT microfilm operator with the direction and priorities defined by the Allen County Clerk of the Court. This SCT employee will dedicate four (4) hours per day to the filming of records and four (4) hours per day to be utilized in document preparation and organization activities. The filming procedures used to film these records will follow the Micrographic Instruction Manual of the Clerk of the Court in conjunction with Administrative Rule 6 of the State of Indiana. The Client will notify SCT as changes to the above procedural guidelines are legislated and provide the necessary equipment that meets these standards as required. Such services will be in addition to, and not in lieu of, any similar services that SCT may be providing to Client under the IRM Agreement or under any other contracts between the parties or their respective affiliates.

Section Three: Compensation

Client shall pay SCT a total fee of $187,450 for the Micofilm Operator services relating to the Clerk of the Court as described in Section Two above, which has been incorporated into the revised payment schedule included as Exhibit B.

Section Four: Integration Provision

This FIRST AMENDMENT to IRM Agreement shall be governed by the laws of the State of Indiana. The aforesaid IRM Agreement (together with the FIRST AMENDMENT as incorporated by reference) constitutes the entire understanding of the parties as regards to the subject matter hereof and supersedes any and all prior and/or contemporaneous oral and/or written communication between the the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first written.

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION

Valerie Moroney
Vice President
Finance & Administration

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

By
Jack C. McComb
Title

Date MAY 1 8 1994

By
Jack R. Worthman
Title

Date

By
Edwin J. Rousseau
Title

Date MAY 1 8 1994

Attest:
Linda K. Bloom, Auditor

EXHIBIT B
Revised - Amendment #1
PAYMENT SCHEDULE

	1993/1994[1]	1994/1995[2]	1995/1996[2]	1996/1997[2]	1997/1998[2]	1998/1999[2]	1999/2000[2]	2000/2001[2]	2001/2002[2]	2002/2003[2]	2003/2004[2]	Total
September	$62,314	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$701,754
October	$56,042	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$695,482
November	$56,042	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$695,482
December	$56,042	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,908	$695,446
January	$62,314	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$0	$637,810
February	$62,314	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$0	$637,810
March	$62,314	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$0	$637,810
April	$62,314	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$0	$637,810
May	$62,314	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$0	$637,810
June	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$0	$639,440
July	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$0	$639,440
August	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$63,944	$0	$639,440
Total	$733,842	$767,328	$767,328	$767,328	$767,328	$767,328	$767,328	$767,328	$767,328	$767,328	$255,740	$7,895,534

1 Cost of living adjustment increases not applicable until September 1, 1994

2 The amounts included in the above table for these years do not include any cost of living adjustments. These amounts shall be increased for such cost of living adjustments for each year in accordance with the provisions of Section 16 of this Agreement

Public Person

AMENDMENT NO. 2
TO THE
INFORMATION RESOURCE MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 2 TO THE INFORMATION RESOURCE MANAGEMENT AGREEMENT (the Amendment) entered into this 19 th day of January, 1995 by and between SCT Software & Resource Management Corporation (hereinafter "SCT"), a Delaware corporation, with offices at 4 Country View Road, Malvern, Pennsylvania, 19355 and the COUNTY OF ALLEN (hereinafter "Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

WHEREAS, SCT and Client entered into an Information Resource Management Agreement on March 31, 1993 and amended by Amendment No. 1 dated May 19, 1994 (collectively, the "IRM Agreement"); and

WHEREAS, the parties desire to further amend their aforesaid IRM agreement to add certain professional services of one half (.5 Full Time Equivalent FTE) of a User Liaison position to perform the Systems Administration of the Public Safety Systems pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, SCT and Client agree as follows:

1. Defined Terms. Unless specifically defined herein, all terms defined in the Agreement shall have the same meaning when used herein.

2. Amendment to Scope Of Services

   Beginning February 1, 1995 and continuing through December 31, 2003, SCT will provide the client with the services of one-half (.5 FTE) of an SCT User Liaison with priorities defined by the Allen County / City of Fort Wayne Public Safety Software Board created pursuant to paragraph 2.8 of the Interlocal Agreement between Allen County and the City of Fort Wayne dated May 11, 1994. This SCT employee will be dedicated to the system administration of the Client's Public Safety System Software, assisting the client in software installation and ongoing coordination of enhancements and functional procedural modifications required by the Public Safety System Software. Such services will be in addition to, and not in lieu of, any similar services that SCT may be providing to Client under the IRM Agreement or under any other contracts between the parties or their respective affiliates.

3. Additional Fees Compensation

   In addition to any other fees payable under the IRM Agreement, Client shall pay SCT a total fee of $289,790 for the services provided under this Amendment. Incorporating this additional fee, Exhibit B of the Agreement is deleted in its entirety and the Amended and Restated Exhibit B attached hereto is substituted in its place.

4. Integration Provision

This Amendment shall be governed by the laws of the State of Indiana. Except as expressly modified by this Amendment, the IRM Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their respective hands and seals below.

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION

Gerald Porter
President
Information Resource
Management Division

BOARD OF COMMISSIONERS
THE COUNTY OF ALLEN, INDIANA

By: Jack C. McComb
Jack C. McComb

Title: Commissioner
Date 1-19-95

By: Edwin J. Rousseau
Edwin J. Rousseau

Title: Commissioner
Date: 1-19-95

By: Linda K. Bloom
Linda K. Bloom

Title: Commissioner
Date: 1-19-95

TRACKER

State Of Indiana
County of Allen

Third Amendment to IRM Agreement

THIRD AMENDMENT TO IRM AGREEMENT entered into this 18th day of January, 1996 by and between SCT Software & Resource Management Corporation (hereinafter "SCT"), a Delaware corporation, with offices at 4 Country View Road, Malvern, Pennsylvania, 19355 and the COUNTY OF ALLEN (hereinafter "Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

WITNESSETH

WHEREAS, SCT and Client entered into an Information Resource Management Agreement (hereinafter the "IRM Agreement") on March 31, 1993, and

WHEREAS, the parties desire to amend their aforesaid IRM agreement again to add certain professional services of one (1 Full Time Equivalent FTE) Sr. Microcomputer Analyst position to perform the Systems Administration of the Probation Tracking Systems pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, SCT and Client agree as follows:

Section One: Incorporation by Reference

This THIRD AMENDMENT to IRM Agreement is incorporated by reference into the Parties' IRM Agreement dated March 31, 1993. Soley with respect to the subject matter of this Third Amendment, in the event that there is a conflict between the terms and conditions set forth in this THIRD AMENDMENT and those in the IRM agreement, this THIRD AMENDMENT shall take precedence.

Section Two: Scope of Services

Beginning February 1, 1996 and continuing through December 31, 2003, SCT will provide the client with the services of one (1 FTE) SCT Sr. Microcomputer Specialist with priorities defined by the Allen County Circuit Court. This SCT employee will be dedicated to the system administration of the Probation Tracking System, assisting the client in software installation and ongoing coordination of enhancements and functional procedural modicifications required by the system software. Such services will be in addition to, and not in lieu of, any similar services that SCT may be providing to Client under the IRM Agreement or under any other contracts between the parties or their respective affiliates.

Section Three: Compensation

Client shall pay SCT a total fee of $348,333 for the Sr. Microcomputer Specialist services relating to the the Client's Probation Tracking System as described in Section Two above, which has been incorporated into the revised payment schedule included as Exhibit B

Section Four: Integration Provision

This THIRD AMENDMENT to IRM Agreement shall be governed by the laws of the State of Indiana. The aforesaid IRM Agreement (together with the THIRD AMENDMENT as incorporated by reference) constitutes the entire understanding of the parties as regards to the subject matter hereof and supersedes any and all prior and/or contemporaneous oral and/or written communication between the the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first written.

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION

Valerie Moroney
Vice President

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

By Jack C. McComb
Jack C. McComb
Title Allen County Commissioner

Date 12/27/95

By Edwin J. Rousseau
Edwin J. Rousseau
Title Allen County Commissioner

Date 12/27/95

By Linda K. Bloom
Linda K. Bloom
Title Allen County Commissioner

Date 12/27/95

Attest: Therese Brown
Therese Brown, Auditor

Amended and Restated Exhibit B

Allen County

Payment Schedule

	1993/1994 *	1994/1995 **	1995/1996 **	1996/1997 **	1997/1998 **	1998/1999 **	1999/2000 **	2000/2001 **	2001/2002 **	2002/2003 **	2003/2004 **	Total
September	$62,314	$63,944	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$755,462
October	$56,042	$63,944	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$749,190
November	$56,042	$63,944	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$749,190
December	$56,042	$63,944	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,287	$749,158
January	$62,314	$63,944	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$0	$685,143
February	$62,314	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$0	$691,518
March	$62,314	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$0	$691,518
April	$62,314	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$0	$691,518
May	$62,314	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$0	$691,518
June	$63,944	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$0	$693,148
July	$63,944	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$0	$693,148
August	$63,944	$66,652	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$70,319	$0	$693,148
Total	$733,842	$786,284	$825,493	$843,828	$843,828	$843,828	$843,828	$843,828	$843,828	$843,828	$281,244	$8,533,659

* Cost of living adjustment increase not applicable until September 1, 1994

** The amounts included in the above table for these years do not include any cost of living adjustments. These amounts shall be increased for such cost of living adjustments for each year in accordance with the provisions of Section 16 of this agreement.

GIS

AUDITOR'S OFFICE
FILED
JAN 1998
AUDITOR OF ALLEN COUNTY

State Of Indiana
County of Allen

Fourth Amendment to IRM Agreement

FOURTH AMENDMENT TO IRM AGREEMENT entered into this 18th day of January, 1998 by and between SCT Software & Resource Management Corporation (hereinafter "SCT"), a Delaware corporation, with offices at 4 Country View Road, Malvern, Pennsylvania, 19355 and the COUNTY OF ALLEN (hereinafter "Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

W I T N E S S E T H

WHEREAS, SCT and Client entered into an Information Resource Management Agreement (hereinafter the "IRM Agreement") on March 31, 1993, and

WHEREAS, SCT and the Client desire to amend the IRM Agreement to extend the term of the contract to December 31, 2008, and

WHEREAS, the parties desire to amend their aforesaid IRM agreement again to add certain professional services of three (3 Full Time Equivalent FTE's) Geographic Information Systems (GIS) Analyst positions to perform the GIS functions pursuant to the terms and conditions described below, and to add certain professional services of one (1 Full Time Equivalent FTE) Records Manager position to perform Records Management functions pursuant to the terms and conditions below.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, SCT and Client agree as follows:

Section One: Incorporation by Reference

This FOURTH AMENDMENT to IRM Agreement is incorporated by reference into the Parties' IRM Agreement dated March 31, 1993. Solely with respect to the subject matter of this Fourth Amendment, in the event that there is a conflict between the terms and conditions set forth in this FOURTH AMENDMENT and those in the IRM agreement, this FOURTH AMENDMENT shall take precedence.

Section Two: Scope of Services

Beginning February 1, 1998 and continuing through December 31, 2008, SCT will provide the client with the services of one (1 FTE) SCT Records Manager with priorities defined by the Allen County Databoard as approved by the Board of Commissioners of the County of Allen, Indiana. The Records Manager, subject to direction by the Board of Commissioners, will be dedicated, among other responsibilities, to the ongoing management of records within Allen County Government, coordinating, organizing and management of the storage and retention of original Allen County documents, microfilm and other similar document storage and retention methods.

Beginning February 1, 1998 and continuing through December 31, 2008, SCT will provide the client with services of three (3 FTE) GIS System Analysts, to develop and maintain the Allen County Information System (GIS) basemap, to provide the client with the technical assistance necessary to develop and maintain the various layers of said map and to oversee the installation of GIS software and hardware, as well as coordinate enhancements to that software and accompanying procedures. The priorities for said employees will be defined by the Allen County Databoard as subject to approval by the Board of Commissioners of the County of Allen, Indiana.

Such services will be in addition to, and not in lieu of, any similar services that SCT may be providing to Client under the IRM Agreement or under any other contracts between the parties or their respective affiliates.

Section Three: Compensation

Client shall pay SCT a total fee of $5,856,672, exclusive of COLA, for the extension of the IRM agreement and the inclusion of the FIRST, SECOND, THIRD and FOURTH AMMENDMENTS as described in Section Two above, which has been incorporated into the revised payment schedule included as Exhibit B

Paragraph 16, Cost of Living Adjustment (COLA), of the Agreement shall be modified to reflect an increase to the current minimum COLA amount to reflect a 3.5%:

"Not withstanding the above, in no event shall the cost of living adjustment in any one (1) Client fiscal year commencing on September 1 be less than three and one-half percent (3.5%) or greater than five percent (5%)."

Section Four: Integration Provision

This FOURTH AMENDMENT to IRM Agreement shall be governed by the laws of the State of Indiana. The aforesaid IRM Agreement (together with the FOURTH AMENDMENT as incorporated by reference) constitutes the entire understanding of the parties as regards to the subject matter hereof and supersedes any and all prior and/or contemporaneous oral and/or written communication between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first written.

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION

T. Burns, Jr. for
Cathy Welsh
President

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

By Jack C. McComb
Jack C. McComb

Title Allen County Commissioner

Date January 22, 1998

By
Edwin J. Rousseau

Title Allen County Commissioner

Date January 22, 1998

By Linda K. Bloom
Linda K. Bloom

Title Allen County Commissioner

Date January 22, 1998

Attest: Therese M Brown
Therese Brown, Auditor

Bob

Copy

State Of Indiana
County of Allen

Fifth Amendment to IRM Agreement

FIFTH AMENDMENT TO IRM AGREEMENT entered into this 1st day of July, 1999 by and between SCT Software & Resource Management Corporation (hereinafter "SCT"), a Delaware corporation, with offices at 4 Country View Road, Malvern, Pennsylvania, 19355 and the COUNTY OF ALLEN (hereinafter "Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

WITNESSETH

WHEREAS, SCT and Client entered into an Information Resource Management Agreement (hereinafter the "IRM Agreement") on March 31, 1993, and

WHEREAS, the parties desire to amend their aforesaid IRM agreement again to add certain professional services of one (1.0 Full Time Equivalent FTE) of a LAN Administrator position to perform the Systems Administration of the Board of Health Systems pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, SCT and Client agree as follows:

Section One: Incorporation by Reference

This FIFTH AMENDMENT to IRM Agreement is incorporated by reference into the Parties' IRM Agreement dated March 31, 1993. Solely with respect to the subject matter of this FIFTH AMENDMENT, in the event that there is a conflict between the terms and conditions set forth in this FIFTH AMENDMENT and those in the IRM agreement, this FIFTH AMENDMENT shall take precedence.

Section Two: Scope of Services

Beginning July 1, 1999 and continuing through December 31, 2008, SCT will provide the client with the services of one (1.0 FTE) SCT LAN Administrator with priorities defined by the Allen County Board of Health and Allen County Data Board. This SCT employee will be dedicated to the system administration of the Board of Health software, assisting the client in software installation and ongoing coordination of enhancements and functional procedural modifications required. Such services will be in addition to, and not in lieu of, any similar services that SCT may be providing to Client under the IRM Agreement or under any other contracts between the parties or their respective affiliates.

Section Three: Compensation

Client shall pay SCT $5,000 per month, $60,000 per year, for a total fee of $570,000 for the LAN Administrator services relating to the Client's Board of Health system's as described in Section Two above, which fee has been incorporated into the revised payment schedule included in the Amended and Restated Exhibit B attached hereto. Following execution of this Amendment, the revised payment schedule attached hereto shall govern the Client's payment obligations to SCT.

Section Four: Integration Provision

This FIFTH AMENDMENT to IRM Agreement shall be governed by the laws of the State of Indiana. The aforesaid IRM Agreement (together with the FIFTH AMENDMENT as incorporated by reference) constitutes the entire understanding of the parties as regards to the subject matter hereof and supersedes any and all prior and/or contemporaneous oral and/or written communication between the the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first written.

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION

Cathy Welsh
President
Information Resource
Management Division

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

By Jack C. McComb
Jack C. McComb
Title Allen County Commissioner
Date June 16, 1999

By Edwin J. Rousseau
Edwin J. Rousseau
Title Allen County Commissioner
Date June 16, 1999

By Linda K. Bloom
Linda K. Bloom
Title Allen County Commissioner
Date

Attest:
Theresa Brown Auditor

Amended and Restated Exhibit B
Allen County
Payment Schedule

	93/94 *	94/95 **	95/96 **	96/97 **	97/98 **	98/99 **	99/00 **	00/01 **	01/02 **	02/03 **	03/04 **	04/05 **	05/06 **	06/07 **	07/08 **	08/09 **	Total
September	$62,314	$63,944	$66,652	$70,319	$70,319	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$1,294,557
October	$56,042	$63,944	$66,652	$70,319	$70,319	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$1,288,285
November	$56,042	$63,944	$66,652	$70,319	$70,319	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$1,288,285
December	$56,042	$63,944	$66,652	$70,319	$70,319	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$1,288,285
January	$62,314	$63,944	$66,652	$70,319	$70,319	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819		$1,206,738
February	$62,314	$66,652	$70,319	$70,319	$82,819	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819		$1,225,613
March	$62,314	$66,652	$70,319	$70,319	$82,819	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819		$1,225,613
April	$62,314	$66,652	$70,319	$70,319	$82,819	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819		$1,225,613
May	$62,314	$66,652	$70,319	$70,319	$82,819	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819		$1,227,243
June	$63,944	$66,652	$70,319	$70,319	$82,819	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819		$1,232,243
July	$63,944	$66,652	$70,319	$70,319	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819		$1,232,243
August	$63,944	$66,652	$70,319	$70,319	$82,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819	$87,819		
Total	$733,842	$786,284	$825,493	$843,828	$931,328	$1,003,828	$1,053,828	$1,053,828	$1,053,828	$1,053,828	$1,053,828	$1,053,828	$1,053,828	$1,053,828	$1,053,828	$351,276	$14,960,331

* Cost of Living adjustment increase not applicable until September 1,1994

** The amounts included in the above table for these years do not include any cost of living adjustments. These amounts shall be increased for such cost of living adjustments for each year in accordance with the provisions of Section 16 of this agreement

State of Indiana
County of Allen

Sixth Amendment to IRM Agreement

SIXTH AMENDMENT TO IRM AGREEMENT entered into this 25 day of January, February (SKE) 2004 by and between ACS State & Local Solutions, Inc. (hereinafter "ACS"), a New York corporation with offices at 1200 K Street, N.W., Washington, D.C. 20005, as successor-in-interest to SCT Software & Resource Management Corporation (hereinafter "SCT") and the COUNTY OF ALLEN (hereinafter "Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

WITNESSETH

WHEREAS, SCT and Client entered into an Information Resource Management Agreement (hereinafter the "IRM Agreement") on March 31, 1993; and

WHEREAS, ACS became the successor-in-interest to SCT under the IRM Agreement pursuant to a Stock Purchase Agreement dated June 23, 2001, under which ACS purchased the outstanding stock of SCT; and

WHEREAS, the parties desire to amend the aforesaid IRM Agreement in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, ACS and Client agree as follows:

Section One: Incorporation by Reference

This SIXTH AMENDMENT to IRM Agreement is incorporated by reference into the Parties' IRM Agreement dated March 31, 1993. Solely with respect to the subject matter of this SIXTH AMENDMENT, in the event that there is a conflict between the terms and conditions set forth in this SIXTH AMENDMENT and those in the IRM Agreement, this SIXTH AMENDMENT shall take precedence.

Section Two: Description of Contract Modifications

1. The term of the IRM Agreement is hereby modified to expire on December 31, 2005, rather than December 31, 2008.

2. In addition to providing the current services under the IRM Agreement, ACS will deliver and implement the major Technology Project known as "LANDesk" which includes the LANDesk Server, Software Application, Training for ACS Staff, and Installation and Maintenance. ACS will also

provide Project Management oversight for the implementation of LANDesk. ACS will implement and utilize the LANDesk software utility in support of the Client's End Users. ACS has represented that the LANDesk services will provide the Client with the ability to centralize and automate hardware and software support, and achieve other desired benefits in the performance of ongoing system maintenance. ACS will provide qualified staff to support the LANDesk application. ACS' Help Desk staff will utilize the LANDesk remote control feature to support users on Level 1 and 2 issues, and, where applicable, to resolve user trouble tickets remotely. In addition, ACS shall be responsible to ensure that Client has secured all required software licenses to implement this project, and if not, to make recommendations to the Client concerning the acquisition of the necessary licenses.

3. The total number of Full-Time Equivalent (FTE) staff is hereby amended to 23.5 from the current level of 25.5.

4. The Parties shall maintain the current billing schedule as set forth in the IRM Agreement, but hereby amend the expiration date for such payments to December 31, 2005.

5. The modifications to current services described in this SIXTH AMENDMENT to the IRM Agreement are based upon the Client's technology environment and its stated technology development direction existing as of January 2004. In the event that there is a significant change in either the technology or direction, it may be necessary to review these contract modifications. Either party may initiate such a review by notifying the other party in writing, describing the significant changes that would necessitate such a review. The review is to occur within 90 days of the notification. As a result of the review, Client and ACS will negotiate in good faith to develop any further amendment to the IRM Agreement as may be appropriate.

6. The Parties acknowledge that the modification described herein to the current services under the IRM Agreement will result in an enhancement of such services. Delivery of these services will be provided to the Client at the current annual rates plus the applicable annual COLA increase provided for in the IRM Agreement. Client agrees to notify ACS in writing prior to January 1, 2005, in accordance with Section 10(b) of the IRM Agreement, if sufficient funds are not appropriated to enable the Client to pay the increased amount.

7. Client may request a renewal, or extension of the Agreement by delivering a written notice to ACS at least ninety (90) days before expiration of the term of the IRM Agreement, as such term has been amended herein. Thereafter, ACS will have forty-five (45) days from receipt of such request in which to notify Client of its response. ACS' response shall indicate whether it agrees to the proposed renewal or extension, and, if so, upon what terms and conditions. If

the proposed terms and conditions are unacceptable to the client the agreement shall terminate.

Section Three: Integration Provision

This SIXTH AMENDMENT to IRM Agreement shall be governed by the laws of the State of Indiana. The aforesaid IRM Agreement (together with the SIXTH AMENDMENT as incorporated by reference) constitutes the entire understanding of the parties as regards the subject matter hereof and supersedes any and all prior and/or contemporaneous oral and/or written communication between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first written.

ACS STATE & LOCAL SOLUTIONS, INC.

By: [signature]

Title: Vice President & COO, Information Mgmt. Sol.

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

By: Marla J Irving

Title: Commissioner, Allen County

Date: 2-25-04

By: [signature]

Title: Commissioner, Allen County

Date: 2-25-04

By: [signature]

Title: Commissioner, Allen County

Date: 2-25-04

Attest: [signature]

FILED
NOV 16 2005
Auditor of Allen Co.
AUDITOR OF ALLEN COUNTY

State of Indiana
County of Allen

Seventh Amendment to IRM Agreement

This SEVENTH AMENDMENT TO IRM AGREEMENT, is entered into this ___ day of November, 2005 (hereinafter the "Amendment") by and between ACS STATE & LOCAL SOLUTIONS, INC. (hereinafter "ACS"), a New York corporation with offices located at 1800 M Street, N.W., Washington, D.C. 20036, as successor-in-interest to SCT Software & Resource Management Corporation (hereinafter "SCT"), and the COUNTY OF ALLEN (hereinafter "Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

WITNESSETH

WHEREAS, SCT and Client entered into an Information Resource Management Agreement on March 31, 1993, and whereas said agreement has, from time to time, been modified by way of amendment (hereinafter the agreement and all previous amendments shall be referred to as the "IRM Agreement"); and

WHEREAS, ACS became the successor-in-interest to SCT under the IRM Agreement pursuant to a Stock Purchase Agreement dated June 23, 2001, under which ACS purchased the outstanding stock of SCT; and

WHEREAS, the parties desire to amend the aforesaid IRM Agreement in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, ACS and Client agree as follows:

Section One: Incorporation by Reference and Order of Precedence

This Amendment to the IRM Agreement is incorporated by reference into the parties' IRM Agreement. Solely with respect to the subject matter of this Amendment, in the event that there is a conflict between the terms and conditions set forth in this Amendment and those in the IRM Agreement, this Amendment shall take precedence.

Section Two: Description of Contract Modifications

1. The term of the IRM Agreement is hereby modified to expire on December 31, 2009, rather than December 31, 2005. Allen County shall have the option to cancel year three (January 1, 2008 through December 31, 2008) and year four (January 1, 2009 through December 31, 2009) of this contract extension by providing ACS with written notification not later than June 30, 2007.

2. In addition to providing the current services under the IRM Agreement, ACS will add the following positions and services beginning on January 1, 2006:

a. Security (.5 FTE)

ACS will provide support for security services in the management of User ID's, email accounts, application access (to the extent ACS has authority), desktop image, database access (to the extent ACS has authority) network security, administration of network security and network assurance. ACS as a deliverable will run the network security assurance utility bi-annually and report to Allen County any security vulnerabilities it finds. And to the extent that ACS is allowed, will secure those vulnerabilities in the most expeditious manner. If any items (hardware and/or software, etc) need to be purchased in order to address any vulnerability found, ACS will seek Allen County's written approval prior to addressing the issue

b. Project Manager (1 Contracting FTE $60K)

Provide on-site project management, administrative, financial, and/or Project engineering support and coordination to a complex project(s) or task(s). Duties may include any of several areas: project development, project accounting and reporting, project tracking and reporting, project administration, purchasing, and service administration. This is a fully qualified professional who applies a broad knowledge of project management and administrative support concepts, practices and procedures to a project, task(s) or similar stand-alone activity.

Project Management services generally are located on-site/at a client site and operate independently, reporting to the ACS Account Executive with dotted line responsibility to the County IT Director. The Project Manager may have responsibility for giving functional direction to subordinate clerical and administrative staff. Work involves considerable coordination and interface with client and ACS staff.

Allen County may cancel/modify the Project Manager support (Section II subsection 2.b) with 30 day written notice to ACS anytime during this two-year extension (January 1, 2006 – December 31, 2007.)

c. Network Technician (.5 FTE)

Provide network management support, consultative services, network diagrams and overall general network administrative support for Allen County's data network and operating environment (exclusive of departmental networks not under ACS' management).

This position is added to compliment the existing network team and is responsible for maintaining Allen County's network plan, schematics, and end-user documentation relating to Customer's plan for the management of the wide area and local area networks; and to provide additional support in the overall operation of the County's new SAN environment.

d. Web Technical Support, Development and Maintenance (1 FTE)

- Provide functional support for web site/application.
- Develop new County web pages for departments on an as-needed basis as directed by the County's IT Director.
- Develop/create links to other web sites/services/internal applications or departments as needed and requested by the County's IT Director.
- Provide web support and services for County GIS group as directed by the County's IT Director.
- Provide on-going general technical support as related to web site services.
- In the event of a termination of this SER, ACS shall provide transition support to a County employee as directed by the County IT Director.

e. Scan Indexing Support (800 hours)

Provide 800 hours annually to support the Scan Indexing function for Allen County. The purpose of this support is to Index scanned images for Allen County on a go-forward basis. If hours permit, back-indexing may be performed as directed by Allen County. Hours will be tracked and reported monthly. Un-used hours from year one will be carried into year two. Hours that are not used by December 31, 2007 will be credited in the final invoice at a rate of $15.00 per hour. The scanning support services will be charged on a fixed price basis.

f. Reporting

Pre-Databoard Meeting: One day before the Databoard meets, ACS will provide to the Commissioner a copy of the IT Report as prepared for the Databoard and a full briefing of all items listed in the report. ACS attendees for this meeting will consist of the Account Executive and the Regional Vice President. Other ACS manager may be asked to attend as requested by the Commissioner. County attendees will be determined by the Commissioner.

Quarterly Meeting: An IT Status update will be presented to the Commissioner on a quarterly basis. This update will be presented in both a printed and PowerPoint presentation. The Commissioner may request a

change to the format as needed. Attendees will be the ACS Account Executive, Project Manager (if applicable), the Web Master and other ACS Managers as requested. The Commissioner will set the date for the meeting and determine County attendees.

3. The total number of Full-Time Equivalent (FTE) staff is hereby amended to 26.5 (includes Project Support FTE) from the current level of 23.5.

4. The Parties shall agree to the new billing schedule as set forth in section three (3) of this amendment.

5. The modifications to current services described in this Amendment to the IRM Agreement are based upon the Client's technology environment and its stated technology development direction existing as of July 2005. In the event that there is a significant change in either the technology or direction, it may be necessary to review these contract modifications. Either party may initiate such a review by notifying the other party in writing, describing the significant changes that would necessitate such a review. The review is to occur within 90 days of the notification. As a result of the review, Client and ACS will negotiate in good faith to develop any further amendment to the IRM Agreement as may be appropriate.

6. The parties acknowledge that the modification described herein to the current services under the IRM Agreement will result in an enhancement of such services. Delivery of these services will be provided to the Client at the current annual rates, plus a 2.5% (two and one half percent) annual COLA increase commencing January 1, 2007. Client agrees to notify ACS in writing prior to January 1, 2006, in accordance with Section 10(b) of the IRM Agreement, if sufficient funds are not appropriated to enable the Client to pay the increased amount.

7. Client may request a renewal, or extension of the Agreement by delivering a written notice to ACS at least ninety (90) days before expiration of the term of the IRM Agreement, as such term has been amended herein. Thereafter, ACS will have forty-five (45) days from receipt of such request in which to notify Client of its response. ACS' response shall indicate whether it agrees to the proposed renewal or extension, and, if so, upon what terms and conditions.

Section Three: Billing Schedule:

The new annual cost for the services as specified in the IRM Agreement and in this Amendment shall be $1,790,004 for year one (January 1, 2006 through December 31, 2006), the annual cost of $1,834,752 for year two (January 1, 2007 through December 31, 2007), the annual cost of $1,880,628 for year three (January 1, 2008 through December 31, 2008) and $1,927,644 for year four (Januray 1, 2009 through December 31, 2009.) This includes the 2.5% COLA adjustment that will now begin on January 1st.

ACS will invoice Allen County in monthly amounts as outlined below.

	2006	**2007**	**2008**	**2009**
January	$149,167	$152,896	$156.719	$160,637
February	$149,167	$152,896	$156.719	$160,637
March	$149,167	$152,896	$156.719	$160,637
April	$149,167	$152,896	$156.719	$160,637
May	$149,167	$152,896	$156.719	$160,637
June	$149,167	$152,896	$156.719	$160,637
July	$149,167	$152,896	$156.719	$160,637
August	$149,167	$152,896	$156.719	$160,637
September	$149,167	$152,896	$156.719	$160,637
October	$149,167	$152,896	$156.719	$160,637
November	$149,167	$152,096	$156.719	$160,637
December	$149,167	$152,896	$156.719	$160,637
Total	**$1,790,004**	**$1,834,752**	**$1,880,628**	**$1,927,644**

The services described in this Service Enhancement Request are based upon the technology environment and the stated technology development direction existing as of July 2005. In the event that there is a significant change in either the technology or direction, it may be necessary to adjust the price of this Agreement. Either party (ACS or Allen County) must notify the other party in writing, describing the significant changes that would necessitate such a review. The review is to occur within 90 days of the notification. As a result of the review, Allen County and ACS will negotiate in good faith to develop a written agreement, modifying the services and costs being provided (including increases or decreases), as a replacement for this Service Enhancement Request.

Section Four: Integration Provision

This Amendment shall be governed by the laws of the State of Indiana. The aforesaid IRM Agreement and the Amendment constitute the entire understanding of the parties as regards the subject matter hereof and supersedes any and all prior and/or contemporaneous oral and/or written communication between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first written.

ACS STATE & LOCAL SOLUTIONS, INC.

By: [signature]

Print Name: Michael C. Daniels

Title: SVP, ACS

Date: 11/17/05

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

By: [signature]

Print Name: Linda K. Bloom

Title: Allen County Commissioner

Date: 11/16/05

By: [signature]

Print Name: Marla J. Irving

Title: Allen County Commissioner

Date: 11/16/05

By: [signature]

Print Name: F. Nelson Peters.

Title: Allen County Commissioner

Date: 11/16/05

Attest: [signature]

AUDITOR'S OFFICE
FILED
JAN 2 6 2005
Elizabeth A. Closser C.O.
AUDITOR OF ALLEN COUNTY

Affiliated Computer Services, Inc.
SERVICE ENHANCEMENT REQUEST

Name of Client:	Allen County, Indiana
Date of Request:	November 1, 2004
Related Agreement:	Information Resource Management Agreement (the "Agreement") between Allen County ("Client" or "County") and SCT (ACS Enterprise Solutions) dated March 31, 1993, as amended.
Project:	Web Services (Transition of Allen County Web Site from Hosting Vendor to County Equipment, Web Support and Maintenance, Web Page Development, Web Content Management and other associated Web Support.)

All terms defined in the Agreement and its amendments shall have the same meaning ascribed to them therein when used in this Service Enhancement Request ("SER"). Pursuant to the Agreement, Client hereby requests that ACS Enterprise Solutions and its subsidiary ACS Government Systems, Inc. f/k/a SCT Government Systems Inc. (hereafter "ACS") perform the supplemental application system development services described in this SER. The parties acknowledge that any supplemental services to be performed pursuant to this SER shall be performed under the general terms and conditions of the Agreement. In addition, unless otherwise set forth below, any payments to be made by Client to ACS under this SER shall be made pursuant to the general terms and conditions of the Agreement. The amounts to be paid by Client to ACS under this SER shall be in addition to any other amounts that Client is obligated to pay ACS under the Agreement.

Description of Supplemental Services:

The services to be provided under this Service Enhancement Request are specified below:

I. **Term** – The term for the provision of these services will be as follows:
Start Date for Services: December 13, 2004
End Date for Services: December 31, 2005

Allen County may terminate this SER anytime after June 30, 2005, by providing ACS with thirty (30) days written notice. In the event of termination, ACS shall

transition all services to County employees as appropriate. ACS shall be entitled to compensation for all services performed prior to the effective date of termination.

II. Web Site Transition and Migration Services (Phase I targeted for completion by January 31, 2005.)

A. Develop a plan to relocate the County's Web site from its current Web hosting vendor to the County's local Web Server.
B. Work with the Hosting vendor and County's IT Director to identify all web pages and links that need to be installed locally.
C. Install all applicable software to ensure proper web/link operation/connection and viewing of web pages by external users is functioning.
D. Identify web page application to use as web page developer tool.
E. Target the transition of the County's web site by January 31, 2005 to ensure parallel systems are available during the month of February. The foregoing date is the targeted completion date. ACS is not responsible for project delays due to third parties and vendors outside of its control.
F. Work with the County's IT Director to ensure all transition services/issues are addressed.

III. Web Technical Support, Development and Maintenance (Phase II)
ACS will provide the following ongoing technical web support.

A. Provide functional support for web site/application.
B. Develop new County web pages for departments on an as-needed basis as directed by the County's IT Director.
C. Develop/create links to other web sites/services/internal applications or departments as needed and requested by the County's IT Director.
D. Provide web support and services for County GIS group as directed by the County's IT Director.
E. Provide on-going general technical support as related to web site services.
F. In the event of a termination of this SER, ACS shall provide transition support to a County employee as directed by the County IT Director.

IV. Exclusions - Except as expressly provided in III above, no other services are to be provided by ACS under this SER, including without limitation the following:

A. The services performed under this agreement will not include work tasks, which are already specified under other agreements between the client and ACS. Solely with respect to the subject matter as described in this

SER, in the event that there is a conflict between the terms and conditions set forth in the SER and the Information Resource Management Agreement dated June 10, 1993, the Information Resource Management Agreement shall take precedence.

B. Allen County will be responsible for the procurement costs and operational expenses of any equipment hardware, software, specialized training of its employees or routine operational expenses (outside of the above labor effort) in support of this SER.

C. Web server hardware platform, network connections, operating system and application software and other pertinent devices, are to be provided by the County.

D. Web data/content is the responsibility of Allen County.

E. Technical support for operating systems, applications (and other "code" related issues) including any hardware and network issues is excluded from this SER.

V. **Payment** – The following summary of costs and payment shall apply to this SER: The total cost for the services specified in section II above (Phase I) is $14,400. This is a fixed price fee to perform all Phase I services. ACS will invoice Allen County in 3 equal monthly amounts of $ 4,800.00 beginning with its January 2005 invoice.

The costs for the services specified in Section III (Phase II) will consist of (1) a fixed monthly fee of $3,960.00 for each of the months beginning with the February 2005 billing cycle and ending on June 30, 2005; and (2) a time and material fee based on an hourly rate of $49.50 for all services in excess of 80 hours performed by ACS. All T&M services will be performed at the request and under the supervision of the County IT Director. ACS will invoice Allen County, on a monthly basis beginning with February 2005, for both the fixed fee and T&M portion of this task. (See payment schedule table 1 below)

Any reimbursable travel expenses that may be incurred by ACS support staff will be submitted in writing to the County's IT Director for approval prior to any travel taking place. Those travel charges will be billed to Allen County following the actual travel.

The services described in this SER are based upon the technology environment

and the stated technology development direction existing as of November 1, 2004. In the event that there is a significant change in either the technology or strategic direction chosen by the County, it will be necessary to review this SER. Either party (ACS or Allen County) must notify the other party in writing, describing the significant changes that would necessitate such a review. The review is to occur within 90 days of the notification. As a result of the review, Allen County and ACS will negotiate in good faith to develop a written agreement, modifying the services and costs being provided (including increases or decreases), as a replacement for this SER.

Table 1
Payment Schedule 2005

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Phase I	4,800	4,800	4,800									
Phase II (min)		3,960	3,960	3,960	3,960	3,960	3,960	3,960	3,960	3,960	3,960	3,960
Total	4,800	8,760	8,760	3,960	3,960	3,960	3,960	3,960	3,960	3,960	3,960	3,960

Total Cost for Phase I and II (at minimum monthly rate) $ 57,960

Time Reporting For Phase II, ACS will track all hours worked and provide a report monthly to the County. Up to eighty hours per month have been allocated toward County based Web services as described above (Phase II Scope). Any unused hours will not result in a credit or refund, but may be used within the same month on other support projects as directed by the County and deemed appropriate by the local ACS Account Executive, which approval will not be unreasonably be withheld. ACS will make every reasonable effort to meet 80 hours of Web related effort per month as directed by the County. No hours over eighty (80) shall be paid without prior approval by the County.

Options

1) The County is committed to the services through June 30th, 2005.
2) The County can continue with services on a month-to-month basis after June 30th by not indicating they wish to terminate this SER agreement and will be billed as outlined above.
3) The County can use all services through December 31st 2005 and be billed as outlined above.

Service Enhancement Request Authorization:

Your signature on this Service Enhancement Request is required to authorize these additional services and their associated costs.

Allen County:

Signature:

Signature:

Signature:

Authorization Date: 1/26/05

ACS Enterprise Solution, Inc.:

Signature:

Printed Name: JOSEPH S. MAEZ

Title: SVP + MANAGING DIRECTOR

Authorization Date: 1/25/05