Floyd CAMA 22CAMA01 1

MANATRON

The power to manage well.

April 1, 2005

Floyd County Assessor
Brenda Egge
311 West 1st Street
New Albany, Indiana 47150

Dear Ms. Egge:

Enclosed is a copy of your signed Agreement with Manatron. This is a permanent record and should be carefully preserved for your files.

We intend to do our best to earn your continued confidence. Please call anytime you feel that we may be of assistance. We look forward to working for you.

Sincerely,

Matthew Henry

Matthew Henry
Contract Administration
(866) 471-2900

One (1) Schedule # IN2002.058.06 for Master Agreement # IN2002.058

510 East Milham Avenue, Portage, Michigan 49002 • 866.471.2900 • fax 267.597.2931 •
www.manatron.com

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.058.06 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.058 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	**And**
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("**Manatron**")	**Floyd County Assessor – New Albany Township** 311 West 1st Street New Albany, Indiana 47150 ("**Customer**"):
Attention: Vicky Mergen, Contract Administration Telephone No.: (866) 471-2900 ext. 197 Fax No.: (269) 567-2930 E-mail Address: vicky.mergen@manatron.com	Attention: Ms. Brenda Egge Telephone No.: (812) 948-5420 Fax No.: E-mail Address:

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: [signature] (Signature)

Its: Director of Contracts (Title)

Date: March 9, 2005

Witnessed: Matthew Henry

By: Matthew Henry

FLOYD COUNTY, INDIANA

By: [signature] (Signature)

Its: Commissioner (Title)

Date: 2-15-05

By: Charles A. Freiberger (Signature)

Its: County Commissioner (Title)

Date: 2/15/05

By: [signature] (Signature)

Its: County Commissioner (Title)

Date: 2-15-05

Witnessed: Teresa A. Plaiss

Date: 2/15/05

SIGNATURE PAGE

Date: January 11, 2005 ek

HARDWARE SCHEDULE FOR FLOYD COUNTY, INDIANA

Schedule No.IN2002.058.06 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.058 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE				
Equipment Description	QTY	Unit Price	Total Price	Office
Dell OptiPlex GX280 P4, 540/3.2GHz, NIC, 800 FSB 512 MB Non-ECC 533 MHz DDR2 Memory, Keybd., Mouse, Mouse Pad, 80GB HDD, FDD, Video Card, 19" FP Monitor, Windows XP Prof., Modem, 48X32 CDRW/DVD, Adobe Acrobat 6 Standard, MS Office 2003 Basic Ed., Three Yr. ND Warranty, Includes Shipping	12	$ 1,507.00	$ 18,084.00	Assessor
Total Hardware Fees:				**$ 18,084.00**

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (1) receipt and payment of the Hardware as specified above or (2) expiration of the Hardware warranty (if applicable).

Date: January 11, 2005 ek

SOFTWARE SCHEDULE FOR FLOYD COUNTY, INDIANA

Schedule No.IN2002.058.06 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.058 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
Upgrade from CAMA to ProVal Plus	PAPP		No Charge		Assessor
Total Software Fees:					$ -

SOFTWARE USE RESTRICTIONS: Site License

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

Date: January 11, 2005 ek

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR FLOYD COUNTY, INDIANA

Schedule No.IN2002.058.06 to the Master Agreement for Licensed Software, Hardware and Services.

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HARDWARE MAINTENANCE SERVICES			
Hardware Product	Model Number	Annual Price	Office
All Hardware carries a manufacture warranty only			
Total Hardware Maintenance Fees:			$ -

HARDWARE MAINTENANCE: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars ($300.00). The delayed billing fee may be paid in equal monthly installments.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR FLOYD COUNTY, INDIANA

Schedule No.IN2002.058.06 to the Master Agreement for Licensed Software, Hardware and Services.

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SOFTWARE SUPPORT SERVICES			
Software Product	**Model Number**	**Annual Price**	**Office**
Upgrade to ProVal Plus	PAPP	Continue at Current Rate	Assessor
Total Software Support Services Fees:			$ -

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars ($300.00). The delayed billing fee may be paid in equal monthly installments.

Date: January 11, 2005 ek

PROFESSIONAL SERVICES SCHEDULE FOR FLOYD COUNTY, INDIANA

Schedule No.IN2002.058.06 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.058 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Application SW Installation	INSSW	1	$ 1,000.00	$ 1,000.00	Assessor	TBD
Hardware Installation	INSHW	1	$ 3,325.00	$ 3,325.00	Assessor	TBD
Total Professional Services Fees:					$ 4,325.00	

TERM OF PROFESSIONAL SERVICES SCHEDULE:

CABLING/ NETWORKING – Not included in contract

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor

Date: January 11, 2005 ek

PROFESSIONAL SERVICES SCHEDULE FOR FLOYD COUNTY, INDIANA

Schedule No.IN2002.058.06 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.058 between Manatron, Inc. and the undersigned Customer (the "Agreement").

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Total Price	Days/QTY	Office
ProVal Plus Training at Manatron	TRNG	4,500.00	5	Assessor
Total Consultation/Training Services Fees:			$ 4,500.00	

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

TERM OF SUPPORT SERVICES SCHEDULE:

CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS: Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

GENERAL PROVISIONS:

(1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
(2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
(3) Up to six hours of training are included in a "full day" of training;
(4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
(5) Manatron recommends one (1) person per PC/Terminal.

Date: January 11, 2005 ek

SUMMARY SCHEDULE FOR FLOYD COUNTY, INDIANA

Schedule No.IN2002.058.06

ONE TIME FEES	
DESCRIPTION	**Total Price**
HARDWARE	$ 18,084.00
THIRD-PARTY SOFTWARE	$ -
SOFTWARE	$ -
PROFESSIONAL SERVICES (Billed as Used)	$ 4,325.00
CONSULTATION/TRAINING SERVICES	$ 4,500.00
DATABASE HOSTING	$ -
Total One Time Fees - Plus Freight:	**$ 26,909.00**

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than $10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

ONGOING FEES	
DESCRIPTION	**Total Price**
HARDWARE MAINTENANCE SERVICES	Manufacture Warranty Only
SOFTWARE SUPPORT SERVICES - **REMAIN AT CURRENT RATE**	$ 12,059.00
TOTAL HOSTING/SUPPORT FEES	$ -
Total Ongoing Fees:	**$ 12,059.00**

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: January 11, 2005 ek