Application Software License

attached to and made a part hereof to Sales Agreement dated

SOFTWARE PRODUCT DESCRIPTION	LICENSED USERS
"ecama" Property Tax Software	Thirteen (13) user license

Software Product(s) as referenced herein is a proprietary application software product of Resource Information Associates, Inc. (Pontem). Plexis Group, L.L.C. is the Authorized Software Reseller of Pontem Software (ASR).

Additional software products may be included in future releases and will become the subjects of this addendum. The authors of such additional software will become third party beneficiaries to this addendum.

1. DEFINITION

1.1 "PONTEM" is the brand name of ecama software.

1.2 "PONTEM/ASR Software" meets certain PONTEM programming, documentation and support standards, is supported and warranted by the software author identified in the software documentation and is distributed by PONTEM through a network of independent Authorized Software Resellers (ASR).

1.3 "AUTHOR" means, for each item of Software, the party identified as the author in such item or in related documentation.

1.4 "SOFTWARE" means the computer software identified in this agreement, together with all related software documentation, all subsequent documentation, improvements, and updates, in whatever medium. (The term "software documentation" includes without limitation all user's manuals, technical manuals, system manuals, and keyboard function strips, however designated, related to any computer software licensed under this agreement.)

1.5 "ASR" means Authorized Software Reseller.

1.6 "CUSTOMER" <u>County of Grant, Assessors office</u>

2. LIMITED WARRANTY AND LIMITATION OF LIABILITY

2.1 Each item of Software is warranted and supported by the AUTHOR of that item. As used in this section, when "AUTHOR" is used in connection with 'Software," "Software" shall be understood to refer to each item of Software for which AUTHOR is identified as the author in such item or related documentation. NO AUTHOR SHALL HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER WITH REGARD TO ITEMS OF SOFTWARE FOR WHICH SUCH PARTY IS NOT IDENTIFIED AS THE AUTHOR.

2.2 In view of the complex nature of software, AUTHOR believes that the Software is not without flaws, and CUSTOMER acknowledges this fact. However, AUTHOR stands ready to correct flaws that are uncovered during operation of the Software, as set forth in the following limited warranty. AUTHOR warrants for a period of 90 days from the date the first item of Software is delivered that the Software will perform substantially in the manner specified in the system specifications for the Software, provided the Software is installed, implemented, and operated in accordance with the written instructions of AUTHOR.

2.2.1 PROVIDED, HOWEVER, that this warranty shall be null, void, and of no effect unless and until (1) the Software is used solely in conjunction with the computer equipment, operating system, compiler, and interpreter specified in the software documentation, (2) all fees and other charges currently due regarding the Software have been paid in full by CUSTOMER, (3) CUSTOMER advises ASR in writing of any and all claimed nonconformities within ten (10) days of becoming aware of such nonconformities, and (4) ASR or CUSTOMER has installed all corrections and enhancements for the Software issued by AUTHOR.

2.2.2 PROVIDED FURTHER that AUTHOR is able to reproduce any claimed nonconformity in the Software on computer equipment at AUTHOR's site.

2.2.3 PROVIDED FURTHER that modification of the Software made or added by parties other than AUTHOR shall not be warranted by AUTHOR. Correct operation of the Software with all such modifications removed shall constitute proof that the Software operates in conformity with the warranty.

2.2.4 AUTHOR's only obligation or liability with respect to the Software, whether based on contract, tort, or otherwise, shall be to provide to ASR, for redistribution to CUSTOMER, corrections to the Software via written or magnetic media so that the Software will perform substantially as specified in the systems specifications for such Software. CUSTOMER shall look to ASR for redistribution of such corrections. CUSTOMER's rights to receive such corrections from ASR shall be contingent on CUSTOMER satisfying its payment and other obligations to ASR. AUTHOR may issue corrections as amendments to existing releases of the Software or may incorporate the corrections into now releases. AUTHOR shall have no obligation to provide corrections for releases other than the most current. AUTHOR's only obligation in the event a correction is itself in error is to issue a revised correction. New releases will be substantially compatible with earlier releases.

2.2.5 Warranty coverage does not include the cost of media used to transmit corrections, copies of documentation incorporating corrections, installation of corrections, or data conversion work made necessary by corrections.

2.2.6 In no event shall AUTHOR be liable for any direct, incidental, indirect, special, or consequential damages of any nature whatsoever.

2.2.7 CAUTION: THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF AUTHOR AND THE RIGHTS AND REMEDIES OF CUSTOMER SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE, AND CUSTOMER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF AUTHOR AND RIGHTS, CLAIMS, AND REMEDIES OF CUSTOMER AGAINST AUTHOR, ITS OWNERS, OFFICERS, OR EMPLOYEES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL SOFTWARE OR OTHER TANGIBLE OR INTANGIBLE ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM. OR REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, AND WHETHER FOR DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, PROFIT, OR DATA).

2.3 AUTHOR does not warrant the Software against faulty performance due to (1) failure of operating systems, compilers, interpreters, utilities, or other software not supplied by AUTHOR, to perform according to their respective specifications, or (2) damage to any software or data caused by any software not supplied by AUTHOR.

2.4 AUTHOR shall not be liable for nor deemed to be in default due to any delay or failure to perform its obligations under this agreement if due to any cause or condition which is caused by ASR or CUSTOMER or which is beyond the reasonable control of AUTHOR.

2.5 As used in this Section 2, the term "ASR" shall be deemed to refer to the ASR supporting CUSTOMER during the relevant period.

3. PROPRIETARY RIGHTS

3.1 CUSTOMER acknowledges that each item of Software is the valuable trade secret property of PONTEM or the AUTHOR of such item, and that all Software bearing a copyright notice is, in addition, subject to the copyright laws. The parties agree that the use of a copyright notice on the Software shall not be taken to indicate that the Software has been published. CUSTOMER does not acquire title to the Software under this agreement. ASR's rights to grant this sublicense derive from an agreement between ASR and AUTHOR. Aspects of the Software that are trade secrets include but are not limited to the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and date handling, and report generation.

3.2 Except as provided in the following sentence, CUSTOMER will not copy or duplicate any version of the Software, whether physical, magnetic, or otherwise. CUSTOMER may copy the computer software but not the software documentation, at its own expense, for the purpose of providing back-up copies, provided that CUSTOMER (1) includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Software, (2) makes only that number of copies reasonably required, (3) establishes a procedure for accounting for each such copy at all times, and (4) destroys each such copy when it is no longer required.

3.3 Except for disclosures to its employees and disclosures treated in the following paragraph, CUSTOMER shall not disclose or transfer any portion of the Software or software developed with or from the Software, whether in physical, magnetic, or any other form, to any person or organization. CUSTOMER shall use reasonable precautions (1) to ensure that CUSTOMER and its employees do not make unauthorized disclosures or transfers of the Software and (2) to prevent any unauthorized person or organization from possessing, using, viewing, inspecting, examining, or copying any portion of the Software at any time. Without limiting the generality of the foregoing, CUSTOMER shall periodically inform its employees of CUSTOMER's obligations regarding the Software. CUSTOMER agrees to notify supporting ASR and any other AUTHOR immediately of the possession, use, or knowledge of any portion of the Software by any unauthorized person or organization. In each case in which such unauthorized activity is related to the activities of CUSTOMER, or an employee of CUSTOMER, CUSTOMER agrees to take all steps reasonably necessary to terminate such unauthorized activity and to retrieve any copies of the Software which are in unauthorized hands. Provided, however, CUSTOMER shall not be required to expend sums in such activity in excess of $2500. In any legal proceeding initiated by CUSTOMER in connection with such activities, PONTEM or any other AUTHOR may assume the prosecution of such proceeding, if such party, in its sole discretion, deems that its interests so require. CUSTOMER will promptly furnish PONTEM or any other AUTHOR full details of any unauthorized possession, use, or knowledge of the Software, and will assist in preventing the recurrence of such possession, use, or knowledge. The provisions of this paragraph shall not limit in any way the rights of PONTEM or any other AUTHOR to recover damages or obtain other relief against CUSTOMER for its negligent or intentional harm to the rights of PONTEM or any other AUTHOR, or for breach of contractual rights. CUSTOMER shall keep each and every item comprising the Software free and clear of all claims, liens, and encumbrances except those of PONTEM and each AUTHOR, and any act of CUSTOMER, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void. However, the right to use the Software under this sublicense may be used to secure the cost of

the sublicense as follows: CUSTOMER may give the person financing such cost the right to have this sublicense assigned to himself or to a third party, subject to the provisions of the section entitled "Assignment of Sublicense," below. CUSTOMER shall keep all Software in a secure place, under access and use restrictions no less strict than those applied to CUSTOMER's most valuable programs or other proprietary information.

3.4 CUSTOMER may disclose the Software to an independent contractor retained by CUSTOMER in connection with its use of the Software, provided that such independent contractor has, prior to such disclosure, executed a written agreement acknowledging that each item of Software is the valuable trade secret property of the AUTHOR and promising to use the Software only for the purposes specified by CUSTOMER, to abide by all of the restrictions regarding the Software which are set out in this Section 3, and to return all copies of the Software to CUSTOMER immediately when the contractor's engagement with CUSTOMER has ended. The CUSTOMER shall prohibit publication of any results of benchmark tests performed by CUSTOMER of by an independent contractor. CUSTOMER shall prohibit any use whatever of the software outside of the United States. CUSTOMER shall retain all such executed agreements in its permanent business records and shall provide copies to PONTEM, AUTHOR, or ASR upon the request of such party.

3.5 In order to help preserve the confidentiality of the Software, AUTHOR has or may in the future provide (i) scrambled or protected code or only object code for certain portions of the Software, or (ii) implement other security measures regarding the Software. CUSTOMER agrees not to unscramble, decode, disassemble, or decompile such items, nor to circumvent such security measures for any purpose whatsoever.

3.6 In the event CUSTOMER attempts to use, copy, disclose. or transfer the Software or any modification thereof in a manner contrary to the terms of this agreement or in derogation of the rights of PONTEM or any other AUTHOR, whether those rights are explicitly stated, determined by law, or otherwise, PONTEM and each AUTHOR or any of them shall have the right, in addition to any other remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate.

3.7 In the event of termination or expiration of this agreement, the sublicense rights granted to CUSTOMER shall immediately terminate, and CUSTOMER shall immediately return, unencumbered, all existing copies of the Software to the ASR then supporting CUSTOMER and certify to such ASR that all copies or partial copies of the Software have been returned or destroyed.

3.8 In the event of termination or expiration of this agreement, all rights and the sublicense granted to CUSTOMER hereunder, shall forthwith terminate with respect to CUSTOMER. CUSTOMER may not thereafter in any manner avail itself of the rights granted in this agreement.

3.9 THE OBLIGATIONS AND REMEDIES OF THE PARTIES REGARDING PROPRIETARY RIGHTS WHICH ARE SET FORTH IN THIS AGREEMENT SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

4. SCOPE AND TERM OF LICENSE; LOAN PRIOR TO TERM.

4.1 The sublicense rights to use the Software granted by ASR to CUSTOMER are non-exclusive and are subject to the terms of this Agreement. Such use is limited to a maximum number of runtime users and to the preparation of data and reports for CUSTOMER and for other affiliated organizations, provided that the processing is done by CUSTOMER's personnel on CUSTOMER's computers or temporary substitute computers. The Software may not be used by third parties, nor may CUSTOMER use the Software to process data for third parties, except as may be specifically provided by the terms of this agreement. CUSTOMER and ASR may treat a corporate subsidiary of CUSTOMER (a corporation in which CUSTOMER has an ownership interest) as the CUSTOMER, thus allowing such subsidiary to use the Software, subject to the terms of this agreement, provided that prior to release of the Software to the subsidiary, the subsidiary binds itself in writing to undertake the same obligations as CUSTOMER under this agreement and

CUSTOMER guarantees such subsidiary's performance, in writing, for the benefit of ASR, PONTEM, and each AUTHOR.

4.2 The term of the sublicense shall begin when a copy of the Software showing CUSTOMER as the registered end user is delivered to CUSTOMER. ASR will deliver CUSTOMER'S registered copy following receipt of all license fees relating to the Software. AUTHOR WILL SEND ASR THE INFORMATION ENABLING ASR TO PREPARE USER'S REGISTERED COPY AFTER ASR HAS PAID AUTHOR THE SOFTWARE FEES ATTRIBUTABLE TO THE SOFTWARE. The term of the sublicense is perpetual. subject to termination for material breach of this agreement.

4.3 Prior to the term of this sublicense, ASR may loan its copy of the Software to CUSTOMER for a temporary period. During the period of the loan, the loaned copy shall be subject to all the provisions of this sublicense. THE LOANED COPY IS DESIGNED TO CEASE OPERATING SIXTY DAYS AFTER INSTALLATION.

5. SYSTEM REGISTRATION AND THE IDENTIFICATION SCREEN

5.1 AUTHOR requires that each end user of the Software be registered with AUTHOR. To ensure that its installation is properly registered, CUSTOMER should complete the System Registration form enclosed with the software documentation, and mail it to AUTHOR. Each time operation of the Software is initiated, the Software will display an identification screen showing the name of the registered end user. The identification screen is also designed to provide notice to all users of the Software that PONTEM and each AUTHOR own the Software, so as to assist CUSTOMER in meeting its duties to hold the Software in confidence.

6. CORRECTIONS AND ENHANCEMENTS

6.1 From time to time, AUTHOR may make available to CUSTOMER (through the ASR then supporting CUSTOMER) corrections and enhancements to the version of the Software designed to improve the performance of, or add capabilities to, an existing application version of the Software. CUSTOMER shall look to such ASR for redistribution of such items. Such items are provided free of charge during the warranty period, but CUSTOMER shall bear the cost of media used to transmit the items, copies of documentation incorporating the items, installation of the items, and data conversion work made necessary by the items. AUTHOR may issue such items as amendments to existing releases of the Software or may incorporate the items into new releases. New releases will be substantially compatible with earlier releases.

7. NEW VERSIONS OF THE SOFTWARE

7.1 From time to time, AUTHOR may make available to customer (through the ASR then supporting customer) a new version of the software application. This software will generally include design changes from previous versions, and may require different equipment configurations. Customers will be granted a discount, based upon their sublicense of the older version of the software, should they desire to purchase a sublicense to the new version.

8. ASSIGNMENT OF SUBLICENSE

8.1 In the event CUSTOMER wishes to assign its sublicense to use the Software, CUSTOMER shall: (1) Obtain the assignee's written agreement to adhere to all of the terms and conditions of this agreement. (2) Execute a sworn affidavit certifying that all copies of the Software in its possession or control have been delivered to the assignee or destroyed. (3) Submit the affidavit, the assignee's agreement, and the name and address of the assignee to ASR.

8.2 In no event will the CUSTOMER attempt to transfer any of the software for use outside the United States.

9. MISCELLANEOUS

9.1 PONTEM or any other AUTHOR may at any time, without notice, modify the Software or implement a new release of the Software as reasonably necessary to provide additional software security. CUSTOMER agrees to install such modified Software or new release promptly after receipt.

9.2 In recognition of the extraordinary confidential nature of the Software, in no event shall the Software be subject to any levy, execution, attachment, garnishment, or seizure of any kind by any creditor, receiver, trustee in bankruptcy, or any other person, party, executor, successor, or assignee.

9.3 This agreement shall be governed by and interpreted pursuant to the laws of the state, if any, specified elsewhere in this agreement, provided that to the extent this agreement or any action under it may affect AUTHOR's interests, it shall be governed by and interpreted pursuant to the laws of the State of Indiana. Any action under this agreement which may affect AUTHOR's interests may be brought in Marion County, Indiana, and CUSTOMER hereby consents to the jurisdiction of the state and federal courts for such county. CUSTOMER consents to service of process and all other legal documents if sent by United States Postal Service certified mail to CUSTOMER. In the event ASR, CUSTOMER, PONTEM. or any other AUTHOR retains legal counsel to enforce any of the provisions of this agreement, the party against whom judgment is rendered agrees to pay all reasonable costs, attorneys' fees, and expenses, including but not limited to costs, fees, and expenses of collecting such judgment.

The above Software Sublicense Addendum must be executed by the Authorized Software Reseller (ASR) and by the intended end user of the software (CUSTOMER). When the agreement together with this addendum are submitted to AUTHOR, AUHTOR will prepare registered software for the CUSTOMER.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year indicated below.

WITNESS: By: _____
Title: _____

By: _____
Name: _____
Title: _____ Date: _____

By: _____
Name: _____
Title: _____ Date: _____

By: _____
Name: _____
Title: _____ Date: _____

Plexis Group, L.L.C.

By: _____
Name: Thomas C. Longest
Title: President
Date: March 5, 2001

Sales Agreement

Parties to this agreement are:

Plexis Group, L.L.C. (Plexis), 8136 Castleton Road Indianapolis, IN 46250 and **Grant County**, (Customer).

WHEREAS, the **Customer** agrees to purchase and Plexis agrees to provide and/or sell products and services listed in support of computer software applications as set forth in the following attachments:

[x] Software Sublicense Addendum
[x] System Support Agreement

WHEREAS, the services contracted for pursuant to this AGREEMENT are a proper concern of the Customer and are services that the Customer could otherwise perform pursuant to law.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

ARTICLE 1

1.1 **Plexis** shall receive as compensation from the Customer, charges for products and services covered under this agreement as specified below.

PRODUCT DESCRIPTION	PRICE	
County Property Tax Applications:		
"ecama" Property Tax Software - Thirteen (13) user License	$	
	$	
	$ 4,800	**$ 62,400**
OTHER PRODUCTS ANDACCESSORIES		
	$	$
PROFESSIONAL SERVICES		
Annual Support Fee		
"ecama"		**$ 21,840**
Data Conversion - County Tax Systems		
Iincludes professional services including the following:		
1). Data conversion services – **To be completed by NX Communications**		**$ 2,000**
2). Review of data integrity issues		**$ 5,000**
Installation/Training & Implementation		
Network Installation - network installation of Pontem applications		**$ 5,000**
Application Software Training & Implementation - One (1) year period		**$ 5,000**
Includes all professional services, per diem costs, travel time and expenses for training required for a successful implementation, on-site and remote, of the software applications being provided herein.		
GRAND TOTAL		**$ 101,240**

Sales Agreement

1.2 Payment terms for said products and services shall be as follows:

$	25% of total costs due upon execution of Sales Agreement
$	75% due upon final acceptance (December 15,2001)

Professional Services - Net 30 days of invoiced as charges per attached System Support and Services Agreement

1.3 Acceptance: Customer shall be deemed to have accepted the Products and Services thirty (30) days after delivery unless Customer notifies Plexis in writing of any defect; in which case acceptance shall be 15 days after Customer's receipt of corrected defects.

ARTICLE 2
Duties of Plexis

Plexis, in accordance with the general purposes and objectives of this Agreement as herein described, make the following provisions:

2.1 SOFTWARE PROGRAMS: Provide software programs as specified in Article 1 above. All software shall be governed by the SOFTWARE SUBLICENSE ADDENDUM, attached hereto and made a part hereof.

2.2 NETWORKING: It is the intent of the **Customer** to install said software programs on networked personal computers within the **Customer** building and shall be licensed by **PLEXIS** to do so for the number of users as outlined above. Additional user licenses shall be available at a cost equal to published price at the time of purchase.

The programs have been fully implemented and tested at other like sites on the Microsoft NT 4.0 operating system, which is the recommended network operating system.

2.3 DATA CONVERSION: Data conversion services for current data related to the software applications specified Article 1 above will be provided as mutually agreed upon by **Customer** and **Plexis**. **Plexis** shall provide programming and other services as may be required to convert current data as outlined in the proposal. It is the responsibility of the **Customer** to secure the existing data in a format specified by Pontem Software. The data is to be provided on standard, DOS compatible diskettes with a documented file structure. Plexis will assist the **Customer** in providing and reviewing the technical information required. Actual data processing shall be conducted on-site at Customer offices, unless otherwise recommended by **Plexis.** **Plexis** shall provide said programming services under the terms as defined in the attached System Support Agreement. All programming services contracted under this agreement are defined in said Systems Support Agreement.

2.4 SERVICES and SUPPORT: Plexis shall provide software service and support under the terms as defined in the attached System Support Agreement. All services contracted under this agreement are defined in said Systems Support Agreement.

2.5 DELAY OR FAILURE TO PERFORM: Plexis shall be excused for delay or failure to perform Plexis's obligations hereunder for causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident , illness, acts of a public enemy, war, rebellion, riot, sabotage, transportation delays, failure of supplier to make deliveries, labor disputes, acts of God, acts of federal, state or local governments or any agency thereof, and judicial action.

2.6 TERMINATION: Plexis shall have the right to terminate this agreement in the event the occurrence of any one of the following is not remedied within thirty (30) days of receipt of written notice thereof:

1. CUSTOMER has not made financial arrangements satisfactory to Plexis for the purchase of the Products or Services, or

2. CUSTOMER neglects or fails to perform or observe any of its existing or future obligations hereunder, including without limiting the generality thereof, the timely payment of any sums due to Plexis,

or

3. If any assignment is made of Customer's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against CUSTOMER, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property or if CUSTOMER is adjudicated as bankrupt.

Termination of this Agreement shall not affect CUSTOMER'S pre-termination obligations and any such termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination.

2.7 LIABILITY: Plexis shall not be liable for any loss, damage or claim resulting from these services, regardless of the form of action, except for loss or damage caused by the negligence of Plexis. In no event shall Plexis be liable for (1) any special, indirect, incidental, or consequential damage; (2) any damages resulting from loss of use, data or profits; or (3) any claim, whether in contract or tort, that arose more than one year prior to the institution of suit thereon. CUSTOMER agrees to indemnify and hold Plexis harmless from any loss, claim or damage to persons or property arising out of this Agreement or CUSTOMER's use or possession of the Products and Services, provided that such loss, claim or damage was not caused by the fault of Plexis. Plexis agrees to indemnity, hold harmless and defend CUSTOMER from any and all liability or loss resulting from any suits, claims or actions brought against CUSTOMER which result directly or indirectly from wrongful or negligent actions of Plexis in the performance of the Agreement. This indemnification will survive the termination of the Agreement. CUSTOMER's remedies against Plexis shall be limited to replacement or repair of any defective Products or Services, or at the discretion of Plexis, a refund of all sums paid by CUSTOMER in one year to Plexis for the defective Products or Services and for any other goods or services rendered substantially worthless because of the defective Products and Services.

2.8 MISCELLANEOUS

1. ASSIGNMENT: This Agreement is not assignable by CUSTOMER without the prior written consent of Plexis, nor by Plexis without the prior written consent of CUSTOMER. Any such attempted assignment shall be void.

2. NOTICE: All notices which CUSTOMER or Plexis may have cause to give to the other shall be delivered in writing, effective as of the time of sending, and effective if sent to the last known address of the party to whom it is directed.

3. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Indiana.

4. SEVERABILITY: If any provision of this Agreement is held to be void or unenforceable by the courts in connection with litigation over this Agreement the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.

5. LEGAL EXPENSES: If there is legal action concerning the subject matter of this Agreement, and if in that action Plexis prevails, it shall be entitled to recover its reasonable attorney's fees and other litigation expenses, such as those for discovery proceedings, and employee expenses arising from pursuit of such legal action. If Plexis prevails only in part, then it shall be entitled to recover that part of its litigation expenses as the court may deem just.

6. ARBITRATION: Any controversy, dispute, or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance, or non-performance, or any breach thereof of may, at the option of either party be determined by arbitration in accordance with the rules of the American Arbitration Association. The costs and expenses of such arbitration, including the compensation of the arbitrations and the stenographer employed by them, shall be paid by the party against whom the arbitrator renders a decision. The decision of the arbitrator shall be final and binding upon the parties hereto and may be entered as a final decree of judgement in any court of competent jurisdiction. After making of the award, which may include an award of damages, by the arbitrator as herein provided, either of the parties to this Agreement shall have the right to commence an action in any court of competent

jurisdiction to enforce the award rendered hereunder. The party against whom judgment is rendered agrees to pay reasonable attorney fees and costs, as well as any other damages sought.

7. DATE OF AGREEMENT: This Agreement shall be effective on the last date of signing by the several parties.

8. AMENDMENT: This Agreement may only be amended by a writing which is executed by all parties hereto.

9. COMMERCIAL PURPOSE: CUSTOMER acknowledges that it is entering into this Agreement for a commercial purpose, and that this is not a consumer transaction.

10. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.

11. DOCUMENTS CONSTRUED TOGETHER: The CUSTOMER's Request for Proposal, Plexis's Proposal, and all documents referred to in the specifications and contract to be entered into between Plexis and CUSTOMER and all modifications of said document, shall be construed together as one document.

12. LABOR LAWS: Plexis will be required to comply with all existing State and Federal Labor Laws in the performance of the work in this Agreement.

13. WARRANTY: Plexis warrants software for a period of 90 days after its installation and certification. Plexis will provide on-site maintenance software during normal business hours.

14. EXTRA WORK OR MATERIALS: CUSTOMER shall have the right to make alterations, eliminations and additions to the work. The same shall in no way make void the Agreement or release the sure on any bond to insure the performance thereof. The value of such extra work shall be agreed upon by CUSTOMER and Plexis.

ARTICLE 3
Compliance with the Law

3.1 Plexis shall administer the software and provide all the products and services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 4
Independent Contractor

4.1 It is expressly understood and agreed that Plexis is an independent contractor. The employees and agents of Plexis shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the Customer. Plexis's employees and agents shall not be entitled to any fringe benefits of the Customer such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Plexis shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income, social security taxes to the proper Federal, state and local governments.

4.2 Plexis shall carry workers' compensation coverage for its employees, as required by law and shall provide the Customer with proof of said coverage, if requested.

Sales Agreement

ARTICLE 5

Modifications, Amendment or Waivers
of Provisions of the Agreement

5.1 All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

ARTICLE 6

Completeness of Agreement

6.1 This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year indicated below.

WITNESS: By: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Plexis Group, L.L.C.

By: _____
Name: Thomas C. Longest
Title: President
Date: March 5, 2001

SOFTWARE SUPPORT AGREEMENT

attached to and made a part hereof to Sales Agreement dated _____.

The parties to this agreement are: **Plexis Group, L.L.C., an Indiana L.L.C. (Plexis),** whose address is 8136 Castleton Road Indianapolis, Indiana **and** the **County of Grant.**

"Plexis" hereby agrees to provide, and Customer hereby agrees to obtain services as set forth herein.

The cost of these services shall be as outlined within this agreement.

This Agreement shall be in effect from the date of installation to three years from said date. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party. Unless this Agreement is terminated prior to expiration of the term, this Agreement shall be automatically renewed for additional twelve month period unless one party gives to the other notice of its intention to terminate at least thirty days prior to the expiration of the term hereof or of any renewal period, provided Customer has not materially breached the provisions of this agreement and the renewal(s) shall be under such terms, conditions and price changes as "Plexis" in its sole discretion shall specify in writing to the Customer prior to the expiration of the term hereof or of any renewal period, and in the absence of any written specification, the renewal(s) shall be upon the same terms and conditions as set forth in the Agreement.

Commissioners:

_____

_____

_____

_____

Plexis Group, L.L.C.

By: Thomas C. Longest

Title President

Date March 5, 2001

TERMS AND CONDITIONS

A. DEFINITIONS:

1. "Software" refers to each of the computer software products described herein. Additions, corrections, updates, and enhancements of a Software also fall within the definition of Software. "Software" refers both to the intangible information comprising the products and, as the context requires, every copy of the information.

2. "Error" is any failure of the Software to conform in all material respects to the functional specifications of the Software. However, any non-conformity resulting from Customer's misuse or improper use of the Software or combining or merging the Software with any hardware or software not supplied by "Plexis", or not authorized to be so combined or merged by "Plexis", shall not be considered an Error.

3. "Error Correction" is either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

4. "Enhancement" refers to any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by "Plexis" as minor or major, depending on "Plexis"'s assessment of their value and of the function added to the preexisting Software.

5. "Updates" means new versions of the Software, which new versions may include both Error Corrections and Enhancements.

6. "Normal Working Hours" are the hours between 8:00 a.m. and 5:00 p.m., Indiana Time, Monday through Thursday and 8:00 a.m. to 12:00 p.m., Indiana time, Friday, excluding regularly scheduled holidays of "Plexis".

B. PAYMENT TERMS: After satisfaction of initial payment, "Plexis" will invoice Customer monthly. Additionally, standard charges, plus all additional fees and charges accrued, and all reimbursable expenses incurred, shall be invoiced to Customer at the time services are rendered. If the Customer fails to pay any charges when due and payable, Customer agrees that "Plexis" shall have the right to invoice and Customer will pay all costs, including reasonable attorney fees expended in collecting overdue charges and a late payment charge of 1.5% per month but not in excess of the lawful maximum on the unpaid balance.

C. CONFIDENTIALITY: "Plexis" acknowledges that during discussions with Customer leading up to this Agreement and during its performance, certain proprietary or confidential data of Customer may be disclosed to "Plexis" or to "Plexis"'s employees or agents. "Plexis" agrees that all data not normally available through other sources may be proprietary, and will be safeguarded by "Plexis" with the same degree of care that it accords to "Plexis"'s own proprietary data. In particular: a) "Plexis" or any of "Plexis"'s employees or agents shall not divulge, transfer, assign, sell, license, franchise, sublease or otherwise convey the identified Customer proprietary data in any form to a third party, person or organization except as may be specifically agreed to in writing by Customer; and, b) in the event "Plexis" shall attempt to use or convey any portion of the identified Customer proprietary data in a manner contrary to the terms of this Agreement, Customer shall have the right, in addition to any other remedies available to it, to injunctive relief enjoining such acts, it being acknowledged that other remedies alone may be inadequate.

D. WORKING SPACE: Customer agrees to give "Plexis" sufficient working space and time and access to the computer system during normal business hours so that "Plexis" may install and maintain the software and train Customer personnel.

E. RISK OF LOSS: Customer shall be responsible for protecting its system from risk of loss, damage or destruction. In the event of such loss, damage or destruction, the item of the system so lost, damaged or destroyed may be replaced at the expense of Customer.

F. LIABILITY: "Plexis" shall not be liable for any loss, damage or claim resulting from these services, regardless of the form of action, except for loss or damage caused by the negligence of "Plexis". In no event shall "Plexis" be liable for: (1) any special, indirect, incidental, or consequential damage; (2) any damages resulting from loss of use, data or profits; (3) any claim, whether in contract or tort, that arose more than one year prior to the institution of suit thereon; or (4) damages incurred which exceed the annual fee charged by

"Plexis" for the services giving rise to the cause of action. Customer agrees to indemnify and hold "Plexis" harmless, and "Plexis" agrees to indemnify and hold Customer harmless, from any loss, claim, or damage to persons or property arising out of this Agreement or Customer's use or possession of the Products and services, provided that such loss, claim or damage was not caused by the fault of "Plexis". This indemnification will survive the termination of this Agreement.

G TERMINATION: In addition to any other remedies "Plexis" may have pursuant to this Agreement, "Plexis" may also terminate this Agreement upon any of the following occurrences:

1. Customer is in default of its payment obligations and such default continues for a period of ten (10) days following receipt of written notice from "Plexis", or if Customer is in default of any other obligation hereunder and such default continues for thirty (30) days following receipt of written notice.
2. Customer attempts to assign this Agreement or any of its rights hereunder without at least 30 day prior written notice to "Plexis".
3. Customer is not paying its debts as such debts become due, becomes insolvent, files or has filed against it a petition of any chapter of the U.S. Bankruptcy code.

Termination of this Agreement shall not affect Customer's pre-termination obligations and any such termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination.

H. MISCELLANEOUS:

1. ASSIGNMENT: This agreement is assignable by either party, provided at least 30 day written notice is given to the other party.
2. NOTICE: All notices which Customer or "Plexis" may have cause to give to the other shall be delivered in writing, effective as of the time of sending, and effective if sent to the last known address of the party to whom it is directed.
3. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Indiana.
4. SEVERABILITY: If any provision of this agreement is held to be void or unenforceable by the courts in connection with litigation over this contract, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.
5. LEGAL EXPENSES: If there is legal action concerning the subject matter of this agreement the prevailing party of this agreement shall be entitled to recover its reasonable attorney's fees and other litigation expenses, such as those for discovery proceedings, and employee expenses arising from pursuit of such legal action. If either party to this agreement prevails only in part, then it shall be entitled to recover that part of its litigation expenses as the court may deem just.
6. ARBITRATION: Any controversy, dispute or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance, or non-performance, or any breach thereof may, at the option of either party be determined by arbitration in accordance with the rules of the American Arbitration Association. The costs and expenses of such arbitration, including the compensation of the arbitrators and the stenographer employed by them, shall be paid by the party against whom the arbitrator renders a decision. The decision of the arbitrator shall be final and binding upon the parties hereto and may be entered as a final decree of judgment in any court of competent jurisdiction. After the making of the award, which may include an award of damages, by the arbitrator as herein provided, either of the parties to this agreement shall have the right to commence an action in any court of competent jurisdiction to enforce the award rendered hereunder. The party against whom judgment is rendered agrees to pay reasonable attorney fees and costs, as well as any other damages sought.
7. AMENDMENT: This agreement may only be amended by a writing which is executed by all parties hereto.
8. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed to imply that a joint venture or partnership is created by and between the parties hereto.
9. EXCUSABLE DELAYS: Both parties shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to the elements, acts of God, governmental authority, delays in transportation or any other cause beyond their reasonable control.

SOFTWARE SUPPORT AGREEMENT

DESCRIPTION		Renewal Month Annual Support Fee
SOFTWARE PRODUCT DESCRIPTION	**# LICENSED USERS**	
"ecama" Property Tax Assessment Software	Thirteen (13) user license	

During the Agreement term, "Plexis" shall provide the following services in support of the Software, during Normal Working Hours for the standard annual support fee, plus any additional charges incurred as defined in this agreement. "Plexis" shall maintain a telephone, modem support and Email center that allows Customer to report system problems and seek assistance in use of the supported Software. "Plexis" shall maintain a trained staff capable of rendering the services set forth in this Agreement. Plexis may, from time to time, issue new updates of the software, containing error corrections, minor enhancements, and in certain instances, if Plexis so elects, major Enhancements. "Plexis" shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to "Plexis" in accordance with "Plexis'" standard reporting procedures. "Plexis" shall initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, "Plexis" shall provide the Error Correction through a "fix" consisting of sufficient programming and operating instructions to implement the Error Correction. Enhancements may include new features resulting from either user input and/or State of Indiana legislation. Plexis shall provide Client with one copy of each new Update. Plexis shall provide product updates in a *user installable* format with documented operational instructions. *Customer shall install each upgrade on a timely basis.* On-site assistance requested by Customer to install and operate new updates shall be billable at the rates specified below. Remote assistance requested by Customer to install upgrade distributed prior to the most recent, shall be billable at the rates specified below. **In order to facilitate the above services, a modem and communication software as specified by Plexis, <u>must</u> be installed at Customer offices to allow for remote support of the software from our office over standard, voice-grade phone lines.**	**Property Tax Software "ecama"** **$21,840**
Programming services resulting from customer requests for modifications to existing Software, or programming required as a result of Customer not installing software upgrades provided by "Plexis" on a timely basis will be charged time per the current Time and Expenses Schedule listed below. In the event "Plexis" is requested by the Customer to provide remote support services outside the scope of normal support of the software applications covered herein (i.e. NOS or technical hardware support, data correction resulting from user error, customer training outside normal support, ongoing support of "custom modifications"). **On-site time resulting from customer not providing adequate communications as outlined above, regardless of the nature of the problem, will be charged per the current Time and Expenses Schedule listed below.** "Plexis" may, from time to time, offer major product enhancements to its customers generally for an additional charge. "Plexis" shall allow Customer to purchase or license each Enhancement for a percent off the retail list price. "Plexis" shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software, provided that such assistance, if agreed to be provided, shall be subject to the standard Time and Expenses Schedule.	**Charges:** As per time and expense schedule described below:

Service Rate Schedule	
On-Site Application, Training and/or Support	$ 120.00/hr
Remote Application Training (TeleTraining)	$ 90.00/hr
Programming Services	$ 120.00/hr
Commute Time (portal to portal)	$ 120.00/hr
Out-of-pocket reimbursable expenses will be invoiced at cost. (lodging, auto rental, overnight meals, etc.)	

Plexis Group

END USER AGREEMENT

The End Users listed below has been granted the right to use the Marshall & Swift Cost Data in Plexis Group Computer Program for a period of one (1) year from the date signed below by the End User. The End Users agrees to pay the appropriate fees for the use of the data each year the below End User uses the Marshall & Swift Cost Data in Plexis Group Computer Program.

If the End User listed below does not pay the appropriate fees for the use of the Marshall & Swift data, the End User agrees to cease using and erase, destroy or disable the Marshall & Swift Data in the Computer Program. The End User also agrees that the Plexis Group may erase, destroy or disable all Marshall & Swift Cost Data found in the Plexis Group Computer Program.

Marshall and Swift will bill Plexis Group directly for these fees.

I, the End User, have read and agree to all the terms listed above.

End User's Name: _____

Signature: _____ Date: _____

Jurisdiction/Company: _____

Address: _____

City : _____ State: ___ Zip: _____

Phone No.: _____

Fax No.: _____

No. of Improved Residential Parcels: _____

No. of Improved Commercial Parcels: _____

No. of other Improved Parcels: _____

Plexis Group is an authorized Reseller of the Marshall & Swift Data.