

MVP

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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

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The attached Schedules Numbered IN2004.004.01 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. IN2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	JENNINGS COUNTY, INDIANA Courthouse Administration Building Vernon, Indiana 47282 ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5300 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Mr. Edwin Judd</u> Telephone No.: <u>312-352-3016</u> Fax No.: _____ E-mail Address: _____

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

MANATRON, INC.

JENNINGS COUNTY, INDIANA - AUDITOR

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Its: Director of Contracts
(Title)

Its: President, Jennings County Commissioners
(Title)

Date: September 30, 2004

Date: 09-27-2004

Witnessed: Matthew Henry

By: Robert R. Wellhite
(Signature)

By: Matthew Henry

Its: Jennings Co. Commissioners
(Title)

Date: 9-27-04

By: Richard B. Schmidt
(Signature)

Its: JENNINGS Co. Commissioner
(Title)

Date: 9-27-04

Witnessed: Edwin B. Judd

Date: 9-27-04

SIGNATURE PAGE

Master No. IN2004.004

Date: September 22, 2004 E.K.

HARDWARE SCHEDULE FOR JENNINGS COUNTY, INDIANA

Schedule No. IN2004.004.01 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. IN2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE				
Equipment Description	QTY	Unit Price	Total Price	Office
Metrologic MS9500 Voyager HH Scanner w/Wedge	4	\$ 299.00	\$ 1,196.00	Auditor
Epson TM675 Printer (Validation with Receipting)	2	\$ 544.00	\$ 1,088.00	Auditor
Epson Validation Power Supply for TM-U675P	2	\$ 55.00	\$ 110.00	Auditor
Parallel Cable for TMU675P	2	\$ 10.00	\$ 20.00	Auditor
EPSON Journal Paper 3.25" 1-Ply for TMU675	50	\$ 3.00	\$ 150.00	Auditor
EPSON Ribbons for TMU675	10	\$ 9.00	\$ 90.00	Auditor
Total Hardware Fees:				\$ 2,654.00

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).

Master No. IN2004.004

Date: September 22, 2004 E.K.

THIRD-PARTY SOFTWARE SCHEDULE FOR JENNINGS COUNTY, INDIANA

Schedule No. IN2004.004.01 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. IN2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Description	QTY	Unit Price	Total Price	Office
Microsoft Windows 2003		Customer to Provide		Auditor
Backup Exec V8.6	1	Customer to Provide		Auditor
PCAnywhere V11.0 (host & remote)	1	\$ 231.00	\$ 231.00	Auditor
PCAnywhere V11.0 (host only)	2	\$ 115.00	\$ 230.00	Auditor
SQL Server 2000 Standard - Gov't	1	\$ 771.00	\$ 771.00	Auditor
SQL Server 2000 Media - Gov't	1	\$ 32.00	\$ 32.00	Auditor
SQL Server 2000 - Standard Edition Single User Additional Clients - Gov't	14	\$ 169.00	\$ 2,366.00	Auditor
Crystal Reports (Runtime)	14	Included in Application Software		Auditor
Total Third-Party Software Fees:			\$	3,630.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

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

Master No. IN2004.004

Date: September 22, 2004 E.K.

SOFTWARE SCHEDULE FOR JENNINGS COUNTY, INDIANA

Schedule No. IN2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services.

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SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
MVP Tax	MVP-TAX	8	\$ 5,000.00	\$ 40,000.00	Auditor
- Billing Collections	Included			\$ -	
- Property Maintenance	Included			\$ -	
- Cashiering	Included			\$ -	
- Distribution with Settlement	Included			\$ -	
- Delinquency	Included			\$ -	
MVP Tax Inquiry Only	MVP-TAX	6	\$ 1,000.00	\$ 6,000.00	Auditor
Total Software Fees:					\$ 46,000.00

SOFTWARE USE RESTRICTIONS: Eight (8) Full Users of MVP Tax and six (6) Inquiry Users MVP Tax.

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.

Master No. IN2004.004

Date: September 22, 2004 E.K.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR JENNINGS COUNTY, INDIANA

Schedule No. IN2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services.

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HARDWARE MAINTENANCE SERVICES			
Hardware Product	Model Number	Annual Price	Office
Metrologic MS9500 Voyager HH Scanner w/Wedge	4	Manufacturer Warranty Only	Auditor
Epson TM675 Printer (Validation with Receipting)	2	Manufacturer Warranty Only	Auditor
Epson Validation Power Supply for TM-U675P	2	Manufacturer Warranty Only	Auditor
Parallel Cable for TMU675P	2	Manufacturer Warranty Only	Auditor
EPSON Journal Paper 3.25" 1-Ply for TMU675	50	Manufacturer Warranty Only	Auditor
EPSON Ribbons for TMU675	10	Manufacturer Warranty Only	Auditor
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 JENNINGS COUNTY, INDIANA

Schedule No. IN2004.004.01 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. IN2004.004 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
MVP Tax Support - 8-Full Users	MVP-TAX-S	\$ 12,000.00	Auditor
MVP Tax Support - 6-Inquiry Only Users	MVP-TAX-S	\$ 1,800.00	Auditor
Microsoft Windows 2003		Per Call	Auditor
Backup Exec V8.6		Per Call	Auditor
PCAnywhere V11.0 (host & remote)			
PCAnywhere V11.0 (host only)		\$ 120.00	Auditor
SQL Server 2000 Standard - Gov't			
SQL Server 2000 Media - Gov't			
SQL Server 2000 - Standard Edition Single User Additional Clients - Gov't		\$ 3,720.00	Auditor
Crystal Reports (Runtime)		\$ 960.00	Auditor
Total Software Support Services Fees:			\$ 18,600.00

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.

Master No. IN2004.004

Date: September 22, 2004 E.K.

PROFESSIONAL SERVICES SCHEDULE FOR JENNINGS COUNTY, INDIANA

Schedule No. IN2004.004.01 to the Master Agreement for Licensed Software, Hardware and Services.

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PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Annual Fee	Estimated Completion Date
Equipment Installation/Setup	INSHW	1	\$ 500.00	\$ 500.00	N/A	TBD
Application Software Installation	INSAPP	1	\$ 1,500.00	\$ 1,500.00	N/A	TBD
System Software Installation	INS3RD	1	\$ 1,000.00	\$ 1,000.00	N/A	TBD
Pre Installation/Configuration	PRE	1	\$ 1,500.00	\$ 1,500.00	N/A	TBD
Conversion	CONV	1	\$ 5,000.00	\$ 5,000.00	N/A	TBD
Total Professional Services Fees:				\$ 9,500.00	\$ -	

TERM OF PROFESSIONAL SERVICES SCHEDULE:

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Total Price	Days/QTY	Estimated Completion Date
MVP Tax Training	TRNG	17,000.00	20	TBD
Total Consultation/Training Services Fees:			\$ 17,000.00	

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.

Master No. IN2004.004

Date: September 22, 2004 E.K.

SUMMARY SCHEDULE FOR JENNINGS COUNTY, INDIANA

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ 2,654.00
THIRD-PARTY SOFTWARE	\$ 3,630.00
SOFTWARE	\$ 46,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 9,500.00
CONSULTATION/TRAINING SERVICES	\$ 17,000.00
Total One Time Fees - Plus Freight:	\$ 78,784.00

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	\$ -
SOFTWARE SUPPORT SERVICES	\$ 18,600.00
Total Ongoing Fees:	\$ 18,600.00

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.

Master No. IN2004.004
 Date: September 22, 2004 E.K.