45M15C02

5

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2003.031.07 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. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	**And**
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("**Manatron**")	**LAKE COUNTY, INDIANA** 2293 North Main Street Crown Point, Indiana 46307 ("**Customer**")
Attention: Matthew Henry, Contract Administrator Telephone No.: (866) 471-2900 ext. 130 Fax No.: (269) 567-2930 E-mail Address: matt.henry@manatron.com	Attention: _____ Telephone No.: _____ 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)

Its: DIRECTOR OF CONTRACTS (Title)

Date: 6/27/06

Witnessed: Matthew Henry (Signature)

Date: June 27, 2006

LAKE COUNTY, INDIANA

By: _____ (Signature)

Its: EXEC. D.R. LCD (Title)

Date: 8/7/06

By: _____ (Signature)

Its: _____ (Title)

Date: _____

By: _____ (Signature)

Its: _____ (Title)

Date: _____

Witnessed: _____

Date: _____

SIGNATURE PAGE

Date: June 12, 2006 T.L.

HARDWARE SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.07 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. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE				
Equipment Description	**QTY**	**Unit Price**	**Total Price**	**Comments**
Rack 10642 G2 42U Standard, HP TFT7600 Rack Mounted 17IN Monitor, KVM HP Stabelizer Kit "HP Rack Equipment - (R1)"	1	$ 6,694.11	$ 6,694.11	
HP Proliant DL580 Database server "Rack Mount Data Server - (S1)"	1	$ 35,519.33	$ 35,519.33	
HP StorageWorks SCSI SMA 30 "Rack Mount Database SCSI RAID Disk Array - (A1)	1	$ 15,321.11	$ 15,321.11	
HP StorageWorks Ultrium Tape Drive "Rack Mount Tape Drive - (T1)	1	$ 9,745.33	$ 9,745.33	
Total Hardware Fees:				**$ 67,279.88**

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 (i) receipt and payment of the Hardware as specified above or (ii) expiration of the Hardware warranty (if applicable).

Date: June 12, 2006 T.L.

THIRD-PARTY SOFTWARE SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.07 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. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE				
Software Description	**QTY**	**Unit Price**	**Total Price**	**Comments**
Windows 2003 Enterprise Edition	1	$ 2,423.00	$ 2,423.00	
Windows 2003 Enterprise Edition Media	1	$ 37.00	$ 37.00	
Windows 2003 Enterprise Edition Server Device CAL's	25	$ 33.00	$ 825.00	
Backup Exec V10.d Window Server Edition	1	$ 633.00	$ 633.00	
SQL Server 2005 - Standard Edition Single User Additional Device CAL's	All	Provided by Customer		
eTrust Antivirus V7.1 **Media Included**	26	$ 30.00	$ 780.00	
Total Third-Party Software Fees:				$ 4,698.00

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.

Date: June 12, 2006 T.L.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.07 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. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE MAINTENANCE SERVICES			
Hardware Product	**Qty**	**Annual Price**	**Comments**
Rack 10642 G2 42U Standard, HP TFT7600 Rack Mounted 17IN Monitor, KVM HP Stabelizer Kit "HP Rack Equipment - (R1)"	1	Manufacturer Warranty Only	
HP Proliant DL580 Database server "Rack Mount Data Server - (S1)"	1	Manufacturer Warranty Only	-
HP StorageWorks SCSI SMA 30 "Rack Mount Database SCSI RAID Disk Array - (A1)	1	Manufacturer Warranty Only	
HP StorageWorks Ultrium Tape Drive "Rack Mount Tape Drive - (T1)	1	Manufacturer 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 or quarterly 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.

SOFTWARE SUPPORT SERVICES			
Software Product	**Qty**	**Annual Price**	**Comments**
Windows 2003 Enterprise Edition	1	Continue at Current	
Windows 2003 Enterprise Edition Media	1		
Windows 2003 Enterprise Edition Server Device CAL's	25		
Backup Exec V10.d Window Server Edition	1		
SQL Server 2005 - Standard Edition Single User Additional Device CAL's	All		
eTrust Antivirus V7.1 **Media Included**	26		
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: Manatron 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, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron 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 or quarterly 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: June 12, 2006 T.L.

PROFESSIONAL SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.07 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. IN2003.031 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
Equipment Install/Setup	INSHW		$ 1,500.00	$ -		TBD
Total Professional Services Fees:					$ -	

TERM OF PROFESSIONAL SERVICES SCHEDULE:

Conversion

Manatron will provide conversion services to "move" all current data from the County's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only Manatron application software data will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer.

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

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Days/QTY	Total Price	Office
None				
Total Consultation/Training Services Fees:			$ -	

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

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & 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 Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or 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 Professional & 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;
(5) Manatron recommends one (1) person per PC/Terminal; and
(6) Class size not to exceed twelve (12) trainees.

Date: June 12, 2006 T.L.

SUMMARY SCHEDULE FOR LAKE COUNTY, INDIANA
Schedule No. IN2003.031.07

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	$ 67,279.88
THIRD-PARTY SOFTWARE	$ 4,698.00
SOFTWARE	$ -
PROFESSIONAL SERVICES (Billed as Used)	$ -
Total One Time Fees - Plus Freight:	**$ 71,977.88**

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. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
HARDWARE MAINTENANCE SERVICES	$ -
SOFTWARE SUPPORT SERVICES	$ -
Total Ongoing Fees:	**$ -**

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: June 12, 2006 T.L.