

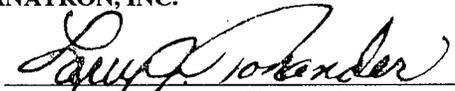
SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.043.09 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. IN2002.043 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	Customer's Legal Name ("Customer"): LAWRENCE COUNTY Courthouse Bedford, Indiana 47421
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(866) 471-2900 ext. 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>April Collins, Assessor</u> Telephone No.: <u>(812) 275-5405</u> Fax No.: <u>(812) 275-4164</u> E-mail Address: _____

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

MANATRON, INC.

By: 
 (Signature)

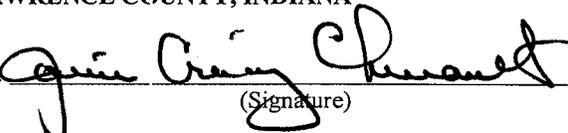
Its: Director of Contracts
 (Title)

Date: May 6, 2005

Witnessed: Matthew Henry

By: Matthew Henry

LAWRENCE COUNTY, INDIANA

By: 
 (Signature)

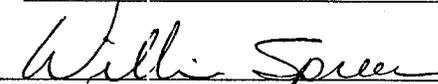
Its: Lawrence County Commissioner
 (Title)

Date: April 27, 2005

By: 
 (Signature)

Its: Lawrence County Commissioner
 (Title)

Date: April 27, 2005

By: 
 (Signature)

Its: Lawrence County Commissioner
 (Title)

Date: April 27, 2005

Witnessed: April Stapp Collins

Date: April 27, 2005

SIGNATURE PAGE

SOFTWARE SCHEDULE FOR LAWRENCE COUNTY, INDIANA

Schedule No. IN2002.043.09 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. IN2002.043 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
PropertyMax	PROPERTYMAX	1	\$ 6,900.00	\$ 6,900.00	Assessor
				\$ -	
Total Software Fees:					\$ 6,900.00

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: December 2, 2004 ek

PROFESSIONAL SERVICES SCHEDULE FOR LAWRENCE COUNTY, INDIANA

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PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
PropertyMax Implementation	IMP-PROPERTYMAX	1	\$ 1,000.00	\$ 1,000.00	Assessor	TBD
Total Professional Services Fees:					\$ 1,000.00	

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

PROFESSIONAL SERVICES PAYMENT TERMS: 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.

ADDITIONAL 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.

Date: December 2, 2004 ek

DATABASE HOSTING SCHEDULE FOR LAWRENCE COUNTY, INDIANA

Schedule No. IN2002.043.09 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. IN2002.043 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Frequency of Updates to Database: Customer shall make programmatic arrangements to provide Manatron with updated information for the Database on a daily basis or as agreed with customer. In no case shall the updates occur more than once per day.

Database Maintenance: Manatron agrees to establish and maintain the Database, and to update information as it is properly formatted and submitted to Manatron by Customer or by other sources approved by Manatron. Manatron will follow standard procedures for computer management of the Database, including backup measures, recovery procedures, file maintenance and expansion, change controls, problem resolution procedures, management and control of space use, performance reporting, and related security and administration. Manatron will provide load balanced web servers and a database server for the duration of this Agreement.

Security: Manatron agrees to implement commercially reasonable measures to protect the security of the Database and to prohibit unauthorized access to the Database. Manatron, however, makes no warranty or guarantee that the Database will be free from security breaches, and Manatron expressly disclaims any liability for loss or damage caused by unauthorized access to the Database.

Limitation of Liability: With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that data entry, communication and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses, unless caused by that party's willful misconduct.

Database Link: Customer shall have access to the Database by linking to the web server located at the address specified above. Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database and update the information on the Database under this Agreement.

Database Information: Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that, in Manatron's opinion (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for reentry on the Database.

Title to Data: Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron. Customer grants Manatron the right and license to include the data in the Database and agrees that Manatron shall be the sole and exclusive external owner of the Database as a compilation of data. Manatron shall have the right to license, sell, and create derivative works from all data included in the Database.

Duty to Update Database: Customer shall be responsible for updating the information on the Database in accordance with the procedures set forth above. A Reach-in Server will be provided by Manatron for use during the life of the hosting agreement. This Reach-in Server allows secure data transfer from customer back office system to Manatron's hosting facility. Customer shall be responsible for ensuring proper operating environment/infrastructure for the Reach-in Server. Environment will include appropriate internet connectivity, connectivity to Manatron back office system, power supply, and a secured room (datacenter). A dedicated phone line is also required to ensure service levels. Customer is responsible for ensuring integrity of back-office data and suitability for display on the web. Manatron and customer are jointly responsible to ensure the appointed loads via the Reach-in Server.

Customer Home Page/Subscriber Access: Access to the Database shall be available to subscribers through a web site that Customer shall develop and maintain. Customer shall be responsible for the content of and maintenance of the web site. Subscribers shall have access to the Database in accordance with terms and conditions set forth at the host site. Manatron Provides a Welcome Page and all dynamic data access pages for access to the eGovernment web data. Working with the Customer, the welcome page can be one of many linked pages or it can be modified to act as the customer home page.

Price: Customer agrees to pay Manatron the database hosting fees and other fees specified above. Manatron shall have the right to adjust any fees for database hosting services upon thirty (30) days' prior written notice to Customer; provided, however, that Manatron shall not make more than one increase to the fees during any twelve-month period.

Assumption of Risks: Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against any claim, injury, loss, damage or expense (including attorneys' fees), either direct or indirect, incurred, made or suffered by Customer in connection with or in any way arising out of the furnishing, performance or use of the Software, the host site and/or the Database.

Project Manager: Neither Manatron nor Customer is required to provide a Project Manager for this endeavor unless Database Hosting is part of an integrated project.

Acceptance: Upon use by Customer for any purpose other than testing.

Use License: The Software is licensed on a Site basis for Database Hosting Services. Customer will have access to use the Database and Web services only in connection with the operations thereof.

Date: December 2, 2004 ek

DATABASE HOSTING SCHEDULE FOR LAWRENCE COUNTY, INDIANA

Schedule No. IN2002.043.09 to the Master Agreement for Licensed Software, Hardware and Services.

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Manatron is willing to maintain a server and to host a database that contains certain data that is properly formatted and submitted to it by Customer and other approved sources (the "Database"). Customer wishes to use Manatron's software to format data for compilation and inclusion in the Database. Customer may also wish to offer access to the Database on a subscription basis and to use other services made available by Manatron.

DATABASE HOSTING					
SOFTWARE USE LICENSE	Model Number	Hosting Fee	Annual Support	Office	Estimated Completion Date
PropertyMax	PROPERTYMAX	\$ 1,500.00	\$ 4,500.00	Assessor	TBD
TOTAL HOSTING/SUPPORT FEES			\$ 6,000.00		

eGovernment is provided by Manatron and consists of the following:

- Provide Internet-based software to access the client's public data
- Populate the eGovernment software with county data from the appropriate system on a regular basis
- Set up a secure test web site for the county to verify the data conversion
- Provide programs and equipment to allow updating the Internet site with the County's data
- Provide a linkage to the county's "Home Page"
- Multi language support
- Customization of text labels, menus, and screen color - collectively referred to as the "site theme"
- On-going development and enhancement of the Manatron eGovernment applications
- Ensure proper third party product licensing
- Subscription services, credit card transactions, per-hit charges, escrow account, revenue sharing, if defined below.
- Ongoing support, i.e. software upgrades, "bug" fixes, telephone and e-mail support
- 24/7/365 monitored web site support

PAYMENT TERMS: Hosting fees are billed annually in advance commencing upon the first day of the month next following installation, and are subject to increases as defined in section 8.2 of the Master Agreement. Conversion Software Services will be billed upon installation.

Hardware: The Manatron hosted solution is a high-availability offering, which includes:

- 24/7/365 monitored infrastructure support (network/hardware/software)
- Fully fault-tolerant power
- Redundant backbone connection
- Redundant servers
- Constant proactive security analysis
- Intrusion detection and auditing
- Response time and user up-time monitoring
- Database monitoring and maintenance
- User subscription database administration
- Monthly system utilization reports
- Automated tape drive backups

Manatron will also provide a Reach-in Server for the duration of the agreement. Ownership and control of this hardware will remain solely with Manatron for purposes of web data updates only. This hardware must reside physically in the same data center as the Manatron back-end system. No programs shall be loaded on the hardware by the Customer.

Web Server Address: One county determined domain name will be provided

