Montgomery – CAMA

AGREEMENT

(1)

54CAMA01

This Agreement is entered into by and between:

MANATRON, INC.

and

MONTGOMERY COUNTY, INDIANA / AUDITOR'S OFFICE

The terms and conditions of which are as follows:

GENERAL TERMS AND CONDITIONS

I. PAYMENT

Customer agrees to pay Company within thirty (30) days of receipt of an invoice for any hardware, software and training/consultation, and for all other charges listed herein. Customer agrees to pay a late payment charge at the rate of one and one-half ($1^1/_2$) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month, or fraction thereof, that such payment is in default. Additionally, in the event payment is not received within 90 days of receipt of an invoice, Company reserves the right to repossess the hardware and/or software delivered and to discontinue all services under this Agreement.

The Company will invoice 25% of the hardware and/or software amount on Agreement execution, 60% on installation and 15% on Acceptance, except for those instances in which the total hardware and/or software amount is less than $10,000, in which case said amount shall be invoiced 100% on installation. Services shall be invoiced as provided. Unless Customer notifies Company that it rejects the hardware and/or software as non-conforming, hardware and/or software shall be deemed to be accepted by Customer thirty (30) days after installation.

II. TAXES

Customer shall pay Company any tax (except tax based on net income) on this Agreement, on or measured by the prices, other charges, the equipment, program products, or services furnished, or their use, however designated, levied or based whenever Company must pay/or collect the tax from Customer according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be the Customer's sole obligation after payment to Company to challenge the applicability of any tax. Any personal property taxes assessable on the equipment after shipment shall be borne by Customer.

III. LIMITATION OF LIABILITY

During the term of this Agreement, Company shall maintain insurance coverage covering its operations as follows:

A. Workers' Compensation and Employers' Liability in amounts no less than the limits of liability required by law.

B. Automobile Liability in an amount no less than $1,000,000.

C. Commercial General Liability on an occurrence basis in amounts no less than the following:

General Aggregate	$2,000,000
Products	$2,000,000
Personal/ and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$1,000,000
Medical Expenses	$10,000

III. LIMITATION OF LIABILITY (cont'd)

Upon request by Customer, Company shall provide Customer with Certificate(s) of Insurance. Company shall use its best efforts to provide Customer with at least 30 days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

Company shall not be liable for any:

A. Special, indirect, incidental, punitive, or consequential damages, including loss of profits arising from or in any way related to any breach of this Agreement or the operation or use of the hardware, software and/or related software products and services including, without limitation, damages arising from the loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment and claims against Customer by any third party, even if Company has been advised of the possibility of such damages; and

B. Damages (regardless of their nature) for any delay or failure by Company to perform its obligations under this Agreement due to any cause beyond its reasonable control.

Notwithstanding any other provision of this Agreement, Company's liabilities under this Agreement whether under contract law, tort law or otherwise shall in no event exceed Company's insurance coverage. To the extent that a claim is not within Company's insurance coverage, Company's liability shall in no event exceed the amount actually received by Company for the hardware, software and/or related software product or servicing giving rise to such claim.

Any action by the Customer on this Agreement or otherwise relating to services performed under this Agreement must be brought within one (1) year after the cause of action occurs or within one (1) year after completion of the work, whichever is earlier.

IV. AGREEMENT

This Agreement and the attached schedules constitute the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by duly authorized official of the Customer and by a duly authorized officer of the Company. This Agreement may be changed only upon the written consent of the Customer and the Company.

V. GOVERNING LAW

This Agreement will be interpreted under the laws of the Customer's state as of the effective date of this Agreement.

VI. STATUTORY REQUIREMENTS

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, will be as the law has been enacted and interpreted by the courts of the Customer's state as of the effective date of this Agreement.

VII. CONFLICT

In case of conflict between the terms of this Agreement and terms of the attached schedule(s), the terms of the attached schedule(s) will control.

VIII. SEVERABILITY

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated.

EQUIPMENT SALE

MANATRON, INC. agrees to sell and Customer agrees to buy the equipment listed on the attached Schedule A, in accordance with the following terms and conditions.

I. **TITLE**
Title of the equipment shall vest in Customer upon shipment of the equipment to the Customer. Company shall retain a security interest in the equipment until the entire balance of the list price and all other monies payable hereunder are paid in full.

II. **INSTALLATION**
The initial installation will be performed by Company during Company's normal working hours. Company shal deliver and install the equipment as soon as reasonably possible.

III. **DESTINATION AREA TRANSPORTATION**
Company will arrange for transportation to the Customer premises at which the equipment is to be located, an Customer shall pay transportation charges as outlined herein.

IV. **RISK OF LOSS OR DAMAGE**
Customer shall assume full risk of loss or damage to the equipment immediately upon its shipment to Customer' location. As long as Company holds a security interest in the equipment, Customer shall maintain the equipmer in good operating condition; keep the equipment free from liens and encumbrances; not use or permit use equipment in any manner likely to be injurious to it; nor remove or permit removal from original location; n make or permit alteration without the prior written consent of Company; permit inspection by Company reasonable times; and procure and maintain fire, extended coverage, vandalism and malicious mischief insuran to the full insurance value of the equipment, with loss payable to Company and Customer as their interests sha appear.

V. **WARRANTY**
The Company represents and warrants that it is authorized to transfer the manufacturer's warranties, subject certain limitations, conditions and qualifications, as stipulated by the manufacturer. The Company itself mak no warranties as to any equipment or third party software, all of which, if any, are made solely by t manufacturer or third party licensor.

THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TH ARE MADE BY THE COMPANY WITH RESPECT TO EQUIPMENT AND THIRD PARTY SOFTWAR THE COMPANY MAKES NO OTHER SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, T IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOS WHICH ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATI OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE ABOVE WARRANTIES, A CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE FOR THAT PURPOSE.

APPLICATION PROGRAM PRODUCTS LICENSE

MANATRON, INC. does hereby grant and Customer accepts, on the following terms and conditions, a personal, nontransferable and nonexclusive right and license to use the Licensed Program Products, Related Materials and Designated Systems Software identified on the attached Schedule B, and those ordered from time to time by Customer, subject to written acceptance by Company.

I. DEFINITIONS

Program Products shall collectively mean the application software and system software identified on the attached Schedule B and all related materials, such as documentation, data dictionaries, etc.

Documentation shall mean the user manual and other similar information about the features and use of the Program Products. Such documentation shall be provided, at Company's option, in either hard-copy or in electronic form.

II. DELIVERY

Company shall furnish Customer, on or about a mutually agreeable delivery date, the then current version of the program product(s) in a medium suitable for use on the designated computer system.

III. TERM

Each license shall commence upon receipt by Customer of any program product material and shall remain in effect for each respective program product as follows:

(1) If a monthly/annual license fee is applicable, until terminated by Customer upon one month's prior written notice. Fees are outlined on Schedule B attached hereto.
(2) If no monthly/annual license fee is applicable, until Customer ceases using the program product on the designated computer system.

IV. OWNERSHIP/CONFIDENTIALITY

Company represents that it is the sole owner of each of the licensed application Program Products and has the legal right to license Customer to use said products. Company further represents and warrants that it has no knowledge of any claim of infringement of any patent, copyright or trademark, or of misappropriation of any trade secret, or of any other violation of any proprietary or intellectual property right of any third party arising in connection with the licensed application Program Products, or any acts of Company with respect thereto or contemplated by this Agreement. Company otherwise expressly disclaims any warranty against infringement or misappropriation with respect to any third party Program Products and transfers to Customer only such rights as Company may have, if any, under its agreements with said third parties.

Customer acknowledges that the application Program Products, including all underlying intellectual property rights, are and shall remain the exclusive property of Company and that Company holds the copyright interests therein, the Program Products being treated as unpublished works. For purposes of this provision, the term "Program Products" shall include, without limitation, all databases and database layouts. Customer further acknowledges that the Program Products incorporate trade secrets and confidential information of Company, and Customer shall hold the trade secrets and confidential information in trust and shall not disclose, publish, release, transfer or otherwise make available any Program Products, in any form, to any person other than an employee of Customer or Company without the prior written consent of Company, except during the period any such person is on Customer's premises for purposes specifically related to Customer's use of the Program Products. Customer shall take all reasonable steps to insure that its employees comply with the terms of the provision.

The Program Products shall be used only for the processing of Customer's own transactions and maintaining its own records. Customer shall not: (a) permit any third party to use the Program Products or the related documentation, or permit access thereto except by its employees who need such access to carry out their duties in the ordinary and normal course of Customer's business; (b) use the Program Products or the related documentation in the operation of a service bureau or to process data or transactions for other persons or entities; or (c) allow access to the Program Products through terminals (other than those of Company) located outside Customer's business premises without the express written consent of Company.

IV. OWNERSHIP/CONFIDENTIALITY (cont'd)

County acknowledges that the Company may, at its option, provide the Program Products in either an object c or a source code version. In any case, the County shall not translate, reverse engineer, decompile, recompi update, enhance, modify or create derivations for all or any part of any Program Products(s) or merge Program Product(s) into any other software. In the event County breaches this provision, Compan responsibility, if any, to support the Program Products shall immediately cease and the County's right to use Program Products shall immediately terminate.

Customer shall have the right to copy the Program Products for backup and archival purposes only. Custor shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on embedded in any Program Products. All copies made by Customer shall be the property of Company.

Customer recognizes and acknowledges that in the event of any breach of this Article IV (either actual threatened) by Customer, Company's remedies at law shall be inadequate. Customer agrees that, in such eve Company shall have the right of specific performance or injunctive relief, or both, in addition to any and remedies and rights of law or in equity and such rights and remedies shall be cumulative.

V. DATABASES

Customer acknowledges and agrees that the structure and sequence of the databases and database files, includ those created by Customer under this Agreement, are proprietary to Company and subject to the confidentia requirements set forth in Article IV. Any data supplied by Customer shall remain the property of Custor Upon termination of this Agreement and upon request by Customer, Company shall return the data to Custor in a format reasonably requested by Customer (other than Company's proprietary format) upon payment Company's then-current fee for this service. Customer shall in no event continue to use the database or datab files or provide the database or database files to any third person after the termination date.

VI. WARRANTY

Each licensed program product is warranted, for a period of one year, to conform to the design specification that release as designated on the program product specification or similar applicable release. Customer agrees its sole and exclusive remedy and Company's sole obligation, if a licensed program warranted hereunder f to conform to the applicable design specifications and Customer has advised Company of such failure in writ during the term of the warranty, is for Company to provide programming services to attempt to correct defect. For purposes of this Agreement, non-conformance to design specification and the term "defect" sl mean only significant deviations from the design specifications for such current release of the licensed progr

Company warrants that the application software will operate accurately, and will not abruptly end or pro invalid or incorrect results, during operation prior to, on or after January 1, 2000.

THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT MADE BY THE COMPANY WITH RESPECT TO PROGRAM PRODUCTS. THE COMPANY MAKES OTHER SUCH WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HERE DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN THE COMPANY, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY W INCREASE THE SCOPE OF THE ABOVE WARRANTY, AND CUSTOMER MAY NOT RELY ON A SUCH INFORMATION OR ADVICE FOR THAT PURPOSE.

VII. INTELLECTUAL PROPERTY INDEMNITY

Company agrees to indemnify, save harmless and defend Customer, at the expense of Company, from and aga any and all suits, judgments, costs, damages, claims, demands, actions, causes of action, proceedings, expe or liabilities of any nature, which are threatened or brought against, or are incurred by, Customer arising f a claim that any element of the licensed application Program Products constitutes an infringement of any Un States patent or copyright, or is a trade secret of another; provided, however, that Company is notified the promptly in writing. Company shall have the sole control of the defense of any such suit, proceeding or acti

APPLICATION PROGRAM PRODUCTS LICENSE (cont'd)

VII. INTELLECTUAL PROPERTY INDEMNITY (cont'd)

Company, in its sole discretion, shall have the right to settle any such suit, proceeding or action.

If the use of any element of the licensed application Program Products is enjoined or prohibited or threatened t be enjoined or prohibited as a result of any such claim, suit, action or proceeding, any settlement, Company sha have the right to (a) procure for Customer the right to continue to use said element; (b) replace said element wit a comparable element which is non-infringing or is not such a trade secret; (c) modify said element so it become non-infringing or no longer is such a trade secret; or (d) terminate the license for said element and cred Customer the amounts Customer has paid to Company for said license.

VIII. RETURN UPON TERMINATION

Within thirty (30) days after the termination or cancellation for any reason of a license granted hereunde Customer shall deliver to Company the licensed program products and related materials related to such license program products and all copies thereof in whichever form, including partial copies which may have bee modified by Customer or Company, or an executed Company program products license certificate discontinuance so certifying. Upon prior written authorization from Company, Customer may be permitted fo a specific period thereafter to retain one copy of certain materials for record purposes.

SUPPORT SERVICES

I. DEFINITIONS

All capitalized terms used in this Support Services Agreement are defined terms. Their definitions are contained in this section or in the body of this Agreement.

"DESIGNATED HOLIDAY"
Means each of the following days: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day.

"RELEASE"
Means a software product providing substantial error correction, modifications or enhancements to a software product Version and is generally offered and expressly designated by the Company in its sole discretion as a Release.

"VERSION"
Means the original of or a successor to a specified software product and is generally offered and expressly designated by the Company in its sole discretion as a Version.

II. SERVICES TO BE PROVIDED

The Company will provide to the Customer the services described as follows:

SOFTWARE
Application and operating system software support via telephone and/or remote dial-up for the Program Products identified in Schedule A and/or Schedule B. Services available include technical assistance in troubleshooting and resolving problems associated with the applications, error correction and procedural assistance. Telephone support is not intended to serve as a training/consultation facility.

New Releases of the Program Products may include error corrections, functionality enhancements and modifications necessitated by legislative changes. **Depending upon the scope of the legislative change(s) and/or the magnitude of the components of the release, these releases may have additional associated fees and/or fees for related installation, training/consultation and specified media type.** Fees for these changes may be spread proportionally among the users of the software.

System and/or third party software support includes toll-free telephone assistance and remote diagnostic support. For select packages a "comprehensive" support plan is available and can include (above and beyond toll-free telephone assistance and remote diagnostic support) rights to copy or provision of new versions and new version/release installation.

The Company reserves the right to require Customer to upgrade its system and/or third party software to a subsequent or new release or version on Company request. The Customer acknowledges, understands and agrees that in the event that Customer refuses to upgrade its system and/or third party software, Customer may preclude Company from performing its duties and obligations under this Support Services Agreement. In the event that Customer refuses to upgrade system and/or third party software at Company's request, and notwithstanding any other provisions of this Support Services Agreement, Company reserves the right to discontinue support of the Program Products provided under this Support Services Agreement.

One toll-free number to dial for problems and/or questions relating to any Program Product(s)listed on Schedule A and/or Schedule B. This toll-free number is reserved for the exclusive use of the Company Customers with a current Support Services Agreement.

EQUIPMENT
The Company is not obligated under the terms of this Agreement to repair damage to equipment caused either directly or indirectly by (a) nuclear radiation or radioactive contamination arising out of the use by Customer of radioactive material, (b) accident, negligence or abuse of or by Customer or third parties, (c) failure of

II. SERVICES TO BE PROVIDED (cont'd)

EQUIPMENT - (cont'd)

Customer to maintain required environmental conditions, (d) causes external to the system such as electric power fluctuation or failures, (e) fire, windstorm, the elements, or acts of God or (f) attachment of non-Company equipment or features to the equipment by Customer or third parties. Such repair will be rendered only upon specific order by Customer and after approval by Customer of the estimated charges thereof.

Maintenance charges do not include the furnishing of supplies (such as ribbons, paper forms, media, print heads, toner or laser drums). Only supplies which meet Company's specifications shall be used by Customer when the performance or maintenance of the equipment may be affected.

Company shall provide remote diagnosis capability which provides more responsive problem identification and resolution.

The Company will automatically activate an escalation plan to involve the necessary technical resources should some extraordinary problem cause repairs to extend beyond reasonable time limits.

Equipment is eligible for service provided it is in good operating condition and meets the Company serviceability requirements and site environmental conditions. Any equipment repairs and/or adjustments the Company determines are necessary in order to meet this eligibility will be made at the then current time and material rates.

GENERAL

Support Services also include discounted prices on new Versions of the Application Software which the Company may introduce.

Support Services also include discounted rates for requested on-site visits, training/consultation, installations and related services.

Service coverage is 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding Designated Holidays.

Manatron assumes no responsibility for resolving or assisting with equipment, application software, system or third party software implementation or operational issues relating to such equipment and/or software which Customer has purchased from another vendor and/or does not have covered by a current maintenance agreement with Manatron.

Should the Customer from time to time require and request other services offered by the Company but not covered by this Agreement, the Company will provide such services at the then current time and materials rate, including all travel related expenses.

III. TERM OF SUPPORT AGREEMENT

The term of this Support Services Agreement shall commence on the effective date of this Agreement, and shall continue for a period of thirty-six (36) months.

This Agreement shall renew automatically for additional terms of 24 months unless either party provides the other written notice of termination ninety days prior to the expiration date of the initial thirty-six (36) month term or any subsequent 24 month term.

IV. COMPENSATION

In consideration for the performance of such services as set forth in this Agreement, the Company will receive fees in the amounts and on the terms set forth in Schedule A and/or Schedule B from the Customer. These fees are subject to change as further described in Section V.

As previously noted in Section II of this Support Services Agreement, additional services requested by the Customer will be provided under the provisions of and invoiced in accordance with the then current time and material rates. **All rates including those set forth in Schedule A and/or Schedule B are exclusive of travel related expenses which will be invoiced as incurred.**

IV. COMPENSATION - (cont'd)

Invoices will be submitted to the Customer approximately one month in advance, of the terms specified on Schedule A and/or Schedule B. Payment of invoices is due within thirty (30) days of invoice date. Failure of the Customer to make payment when due, providing there is no dispute with regard to the amount of billing, will entitle the Company, in addition to its other rights and remedies, to suspend further performance of its services under this Support Services Agreement without liability.

V. PRICE CHANGES

If the Company utilizes a third party equipment maintenance services provider, the Company shall be entitled to change any price for equipment maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increase or decrease which the equipment maintenance services provider may from time to time make.

The Company shall be entitled to increase any prices for software support and/or equipment maintenance services provided by the Company upon thirty (30) days prior written notice to the Customer, no more than once in every twelve (12) month period under this Agreement.

VI. CUSTOMER RESPONSIBILITIES

The Company will be provided with access to the Customer's facilities and use of the Customer's office space, office equipment, computers and other equipment or records that may be required to perform the tasks described herein, including access after normal working hours and on weekends. The Customer will provide Customer personnel as necessary to maintain security of the facility as deemed appropriate by the Customer.

The Customer will maintain site conditions within the common environmental range of all system and media devices as specified by the Company.

The Customer shall provide and bear the costs of the Company specified modem sets. These modem sets will be connected to a dedicated direct-distance-dialing (voice-grade) telephone line provided and paid for by the Customer. Actual charges for remote telephone services incurred by the Company will be invoiced to and payable by the Customer.

The Company makes no representations in this Agreement, that hardware and/or software products identified on Schedule A and/or Schedule B of this Agreement will be functional for the Customer indefinitely. Future resources may be necessary which include, but are not limited to additional disk storage, memory or system and/or third party software upgrades. Hardware and software resources needed are dependent on several factors. For example, as system and/or third party software and application software are enhanced, new products are added, new versions of the software are released, and history retention demands increase, hardware and software requirements will change. While the Company believes that they have provided the resources necessary to allow the system to function for a reasonable time period, the Company cannot guarantee that additional upgrades or resources will not be needed in the future. As a result, any such upgrades and related costs will be the Customer's responsibility.

VII. COMPANY RESPONSIBILITIES

The Company will perform its service under this Agreement in a professional manner for the Customer.

The Company will safeguard any materials, equipment and information provided by the Customer during the term of this Agreement in a manner prescribed by the Customer. In lieu of specific guidance from the Customer, the Company will use reasonable care to prevent unauthorized disclosure of Customer information.

At any time during the term of this Agreement, the Company will not be required to correct any defects in any of the Company's software or the Customer's data caused by the Customer's negligence, improper installation or operation of the Company's software or other improper action by the Customer. The determination of such cause must be reached mutually.

VIII. INDEPENDENT CONTRACTOR

The relationship of the Company to the Customer will be that of an independent contractor, and no principal-agent or employer-employee relationship is created by this Agreement.

IX. SUBCONTRACTS

The Company reserves the right to subcontract work, as it deems necessary, to perform the services under this Agreement.

X. SERVICE WARRANTY

The services provided hereunder to the Customer are on an "as is" basis without warranty. THE COMPANY MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

SCHEDULE A - EQUIPMENT SALE

Price of the hardware listed below is contingent upon the availability of the hardware at the time of purchase.

MINIMUM SPECIFICATIONS ON HARDWARE ARE AS FOLLOWS:
(Customer is responsible for providing a dedicated phone line.)

SERVER:

- 500MHz Alpha w/128MB RAM or 400MHz Pentium II w/128MB RAM
- (2) 4GB Disk Drive SCSI w/NIC Card
- 4/8GB 4mm, DAT Tape Drive
- Seagate Backup Executive V7.0
- Windows NT V4.0
- Internet Information Server 4.0 required for Alpha NT Server
- InstaNT (Disk Defragmentor w/Remotely Possible)
- 56K Multitech Modem (for Alpha)
- 56K US Robotics Modem (for Pentium II)
- 24X SCSI CD-ROM Drive

PRINTER:

- HP8000N (Simplex) Network Printer or equivalent
- HP8000DN (Duplex) with Zip Print Card (XIP.XPII8000)

(Any printer other than recommended must be qualified or approved by Manatron)

NETWORK:

- Must have Category 5 UTP cable ran to each Ethernet device
- Each device must have 10Mbit per second Ethernet connection
- 100Mbit per second switched Ethernet connection is recommended for imaging sites.

WORKSTATIONS:

- Pentium II 350MHz minimum
- 64MB RAM (128MB recommended)
- 2GB Disk Drive w/ NIC Card
- Windows 98 or NT V4.0
- 17" Monitor (19 or 21" recommended)
- 24X CD-ROM Drive
- 56K US Robotics Modem
- M.O.M.S Reachout Enterprise Edition

SCANNER:

- Panasonic Duplex Scanner (KV-SS55-EK)
- Canon 3020 Duplex Scanner

(Any scanner other than recommended must be qualified or approved by Manatron)

I. HARDWARE

Description	Vendor Code/ Model #	Qty.	Unit Price	Total Price	Monthly Service Price
ProSignia DT 330 Pentium III - 450MHz - 13.5GB Hard Disk Drive - 128MB SDRAM Memory - NIC - 52X CD ROM Drive - 56K V.90 Modem - Keyboard - Windows 98	146133-002	5	$1,473.00	$7,365.00	(a)
S900 19" Color Monitor	360562-001	5	488.00	2,440.00	(a)
Warranty Uplift for PC (146133-002) and Monitor (360562-001)	FM-PWXHW-36	5	199.00	995.00	N/A
HP4050N Laser Printer	C4253A	1	1,835.00	1,835.00	(a)
Warranty Uplift for HP Printer	5479A	1	280.00	280.00	N/A
HP Jet Direct Print Server (3 Ports)	J3265A#ABA	1	399.00	399.00	5.00 (b)
Hardware and Maintenance				**$13,314.00**	**$5.00**

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

(a) Has a three (3) year warranty; service includes next day, on site warranty support provided five days/week, nine hours/day.

(b) Has next day maintenance support; service includes on-site maintenance provided five days/week, nine hours/day.

II. OTHER COSTS - Plus travel related expenses, if any.

System Customization/Hardware and Software Installation/Cabling/Networking	**$6,000.00**
Shipping and Handling	**$76.00**

SCHEDULE A TOTAL **$19,390.00**

SCHEDULE B - APPLICATION/THIRD PARTY SOFTWARE LICENSE

I. APPLICATION SOFTWARE

Description	Vendor Code/ Model #	Qty.	Unit Price	Total Price	Monthly Service Price
OPEN WINDOW FINANCIALS: (1-7 USERS)					
Payroll	IN-A2700-Alpha	1	$10,000.00	$10,000.00	$360.00
Fund/Ledger . Fund Banking . Fund Receipting . Accounts Payable . General Ledger	IN-A2800-Alpha	1	13,000.00	13,000.00	465.00
Total Application Software				**$23,000.00**	**$825.00 ***

* Monthly Service Price will replace current monthly fees.

II. THIRD PARTY SOFTWARE

Description	Vendor Code/ Model #	Qty.	Unit Price	Total Price	Monthly Service Price
Uniface Runtime V7.2 (Additional User)	IN-9040-WIN-NT	1	$300.00	$300.00	$10.00
Single Enterprise Processor License V2.3	IN-9070-WIN-NT	5	235.00	1,175.00	35.00
M.O.M.S Reachout Enterprise Edition V8.0	ROE002123	1	195.00	195.00	10.00
Crystal Reports (runtime) V7.0	IN-9110-WIN-NT	5	Included in Price of Open Window Financials		50.00
Windows NT V4.0 Client Access License (Additional User)	351-00187	1	40.00	40.00	Included
Total Third Party Software				**$1,710.00**	**$105.00**

III. TRAINING/CONSULTATION

Description	Vendor Code/ Model #	No. of Days	Unit Price	Total Price
Open Window Payroll	IN-T2700	10	$450.00*	$4,500.00
Open Window Fund/Ledger	IN-T2800	10	450.00*	4,500.00
Introduction to Windows/PC	IN-T15010-PC	1	450.00*	450.00
Total Training/Consultation		**21**		**$9,450.00**

* $450 per class day. Recommended class size is four (4) people or one (1) person per PC/terminal. Customer responsible for all travel-related expenses associated with training/consultation.

NOTE: Customer understands the importance of receiving the training/consultation provided for herein and shall use its best efforts to see that said training/consultation is fully completed. In any event, Manatron's obligation to provide said training/consultation shall terminate twenty-four (24) months from the date said training/consultation was originally contracted for.

SCHEDULE B TOTAL $34,160.00

SHIP TO ADDRESS.

Company/Agency: MONTGOMERY COUNTY, INDIANA / AUDITOR'S OFFICE

Address: 100 East Main Street

City: Crawfordsville

State: Indiana

Zip Code: 47933

Attention: Ms. Janet Harris, Auditor

Phone Number: (765) 364-6400

BILL TO ADDRESS.

Company/Agency: MONTGOMERY COUNTY, INDIANA / AUDITOR'S OFFICE

Address: 100 East Main Street

City: Crawfordsville

State: Indiana

Zip Code: 47933

Attention: Ms. Janet Harris, Auditor

Phone Number: (765) 364-6400

SCHEDULE C - SUMMARY

A. One-Time Costs:

	PURCHASE PRICE
HARDWARE	$13,314.00
APPLICATION SOFTWARE	$23,000.00
THIRD PARTY SOFTWARE	$1,710.00
TRAINING/CONSULTATION	$9,450.00
OTHER COSTS	$6,076.00
PURCHASE PRICE	**$53,550.00**

B. On-Going Costs:

	MONTHLY FEE
FIRST YEAR HARDWARE MAINTENANCE PROGRAM	$5.00 *
APPLICATION SOFTWARE SUPPORT	$825.00
THIRD PARTY SOFTWARE SUPPORT	$105.00
TOTAL ON-GOING COSTS	**$935.00**

The On-going Costs listed above will either be added to or may replace your current monthly fees.

AGREEMENT ACCEPTANCE

MANATRON, INC. and Customer, by signature below, acknowledge that they have read this Agreement, including the schedules detailed below, understand it and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Schedules that are a part of this Agreement, include:

Schedule A - Equipment Sale

Schedule B - Application/Third Party Software License

Schedule C - Summary

Accepted:

CUSTOMER:

MONTGOMERY COUNTY, INDIANA
(Customer Name)

Commissioner, Robert Cox

(Name)

Commissioner, Ken Coudret

Ken Coudret
(Name)

Commissioner, Alan Plunkett

Ala Plunkett
(Name)

Date: August 3, 1999

Janet A. Harris
(Witness)

MANATRON, INC.

By James W. Flake

James W. Flake, Regional Vice President

Effective Date: 8-9-99

Witnessed By:
(Name and Title)
Business Analyst