Morgan Tax 55PTBM01 (1)

AGREEMENT

This Agreement is entered into by and between:

MANATRON, INC.

and

MORGAN 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

GENERAL TERMS AND CONDITIONS (cont'd)

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 shall 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, and 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's location. As long as Company holds a security interest in the equipment, Customer shall maintain the equipment in good operating condition; keep the equipment free from liens and encumbrances; not use or permit use of equipment in any manner likely to be injurious to it; nor remove or permit removal from original location; not make or permit alteration without the prior written consent of Company; permit inspection by Company at reasonable times; and procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurance value of the equipment, with loss payable to Company and Customer as their interests shall appear.

V. WARRANTY

The Company represents and warrants that it is authorized to transfer the manufacturer's warranties, subject to certain limitations, conditions and qualifications, as stipulated by the manufacturer. The Company itself makes no warranties as to any equipment or third party software, all of which, if any, are made solely by the manufacturer or third party licensor.

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

VI. DIGITAL PRODUCT WARRANTY

Year 2000 Digital Product Warranty: Digital also warrants that the Digital products designated, at the time of quotation or delivery as "Year 2000 Ready" and Digital products designated as "Year 2000 Ready version in development, as of the specified Year 2000 Ready version number, are capable of accurately processing, providing, and/or receiving date data from, into and between the twentieth and the twenty-first centuries, and the years 1999 and 2000, including leap year calculations, when used in accordance with the associated Digital product documentation and provided that all hardware, firmware and software used in combination with such Digital products properly exchange accurate date data with the Digital products.

This Year 2000 Digital Product Warranty supplements and incorporates Digital's standard product warranties (including their notice, remedies and exclusions provisions) as specified in Digital's then current price list or the Warranty Statement that accompanies the Digital product. This Year 2000 Digital Product Warranty is not applicable to third party products.

VI. DIGITAL PRODUCT WARRANTY -(cont'd)

Year 2000 Digital Product Warranty -(cont'd)

NO OTHER WARRANTY, EXPRESS OR IMPLIED, SHALL APPLY TO DIGITAL PRODUCTS. DIGITAL AND DIGITAL'S RESELLER SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No representation or warranty including but not limited to statements of capacity, suitability for use or performance, whether made by employees of Digital or Digital's reseller, shall be considered to be a representation or warranty by Digital for any purpose. Digital makes no warranty with regard to product documentation or third party products which may be warranted by the third party as specified in the documentation accompanying the third party product.

LIMITATION OF LIABILITY: DIGITAL SHALL ONLY BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES UP TO THE GREATER OF ONE MILLION DOLLARS ($1,000,000 US) OR THE PURCHASE PRICE FOR THE PRODUCT WHICH IS THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATION WILL NOT REDUCE DIGITAL'S LIABILITY FOR PERSONAL INJURY. IN NO EVENT SHALL DIGITAL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF DATA, USE, OR PROFITS. THESE LIMITATIONS WILL APPLY TO ANY FORM OF ACTION, WHETHER ARISING UNDER CONTRACT, STATUTE, TORT OR OTHERWISE. Any action against Digital must be brought within eighteen months after the cause of actions arises.

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 code or a source code version. In any case, the County shall not translate, reverse engineer, decompile, recompile, update, enhance, modify or create derivations for all or any part of any Program Products(s) or merge any Program Product(s) into any other software. In the event County breaches this provision, Company's responsibility, if any, to support the Program Products shall immediately cease and the County's right to use the Program Products shall immediately terminate.

Customer shall have the right to copy the Program Products for backup and archival purposes only. Customer shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or 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 or threatened) by Customer, Company's remedies at law shall be inadequate. Customer agrees that, in such event, Company shall have the right of specific performance or injunctive relief, or both, in addition to any and all 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, including those created by Customer under this Agreement, are proprietary to Company and subject to the confidentiality requirements set forth in Article IV. Any data supplied by Customer shall remain the property of Customer. Upon termination of this Agreement and upon request by Customer, Company shall return the data to Customer in a format reasonably requested by Customer (other than Company's proprietary format) upon payment of Company's then-current fee for this service. Customer shall in no event continue to use the database or database 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 for that release as designated on the program product specification or similar applicable release. Customer agrees that its sole and exclusive remedy and Company's sole obligation, if a licensed program warranted hereunder fails to conform to the applicable design specifications and Customer has advised Company of such failure in writing during the term of the warranty, is for Company to provide programming services to attempt to correct any defect. For purposes of this Agreement, non-conformance to design specification and the term "defect" shall mean only significant deviations from the design specifications for such current release of the licensed program.

Company warrants that the application software will operate accurately, and will not abruptly end or provide 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 IS MADE BY THE COMPANY WITH RESPECT TO PROGRAM PRODUCTS. THE COMPANY MAKES NO OTHER SUCH WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE ABOVE WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY 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 against any and all suits, judgments, costs, damages, claims, demands, actions, causes of action, proceedings, expenses or liabilities of any nature, which are threatened or brought against, or are incurred by, Customer arising from a claim that any element of the licensed application Program Products constitutes an infringement of any United States patent or copyright, or is a trade secret of another; provided, however, that Company is notified thereof promptly in writing. Company shall have the sole control of the defense of any such suit, proceeding or action.

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 to be enjoined or prohibited as a result of any such claim, suit, action or proceeding, any settlement, Company shall have the right to (a) procure for Customer the right to continue to use said element; (b) replace said element with a comparable element which is non-infringing or is not such a trade secret; (c) modify said element so it becomes non-infringing or no longer is such a trade secret; or (d) terminate the license for said element and credit 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 hereunder, Customer shall deliver to Company the licensed program products and related materials related to such licensed program products and all copies thereof in whichever form, including partial copies which may have been modified by Customer or Company, or an executed Company program products license certificate of discontinuance so certifying. Upon prior written authorization from Company, Customer may be permitted for 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

SUPPORT SERVICES (cont'd)

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

MINIMUM SPECIFICATIONS ON HARDWARE, NETWORKING AND CABLING 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)

SCHEDULE A - EQUIPMENT SALE (contd.)

MINIMUM SPECIFICATIONS (contd)

CABLING

TERMINATION: All Category 5, Plenum drops shall be homerun from the computer room patch panel to each device. These drops shall not exceed 90m (295'). The 90m limit is from the patch panel port to the wall outlet jack. All category 5 plenum cabling shall be terminated on Category 5 patch panels and modules.

Termination for Data drops shall follow the TIA/EIA 586-A or 568-B wiring sequence. All data drops shall be terminated on Category 5 rated, 110 style IDC modules which snap into the appropriate faceplates.

CABLE SUPPORT: All cabling shall be placed and routed above the dropped ceiling whenever and wherever possible, if routing in ceiling is not possible, then all exposed wiring must be enclosed in wiremold. Cabling shall NEVER lay on any ceiling tile. Appropriate devices such as cable ties, J-Hooks, etc. shall be used as necessary to ensure proper support of cabling above the ceiling. All cabling shall exhibit some sag between supports to ensure it is not stretched beyond specifications. Cable ties shall be only hand tight and should not crush the outer jacket of any cabling.

LABELING:
Machine generated, self-adhesive labels shall be utilized at all faceplate and patch panel locations. Faceplate labels shall be black on clear, and patch panel labels shall be black on white.

TESTING
All Category 5 drops shall be tested with a TSB-67, Level II compliant cable tester with a two way injector. The test results shall indicate that the link "passed" and is capable of supporting transmission rates up to and including 100 MHz.

WARRANTY
Selected Vendor shall warrant that all workmanship, materials, and equipment furnished and installed are of new and current manufacture, free from defects, in good working order and in conformance with these specifications for a period of three (3) years from the date of final system acceptance. Selected Vendor shall offer the standard manufacturers warranty on all equipment. This warranty period shall begin on the day of system acceptance and remain in effect for the specified period. Under the terms of the warranty Selected Vendor shall agree to work with the manufacturer in resolving any warranty issues and replacing any unsatisfactory or defective item in a timely matter.

SCHEDULE B - APPLICATION/THIRD PARTY SOFTWARE LICENSE

I. APPLICATION SOFTWARE

	Vendor Code/ Model #	Qty.	Unit Price	Total Price	Monthly Service Price
OPEN WINDOW FINANCIALS (1-4 Users)					
Payroll	IN-A2700-PC	1	$12,000.00	$12,000.00	$430.00
Fund/Ledger	IN-A2800-PC	1	13,000.00	13,000.00	465.00
Total Application Software				**$25,000.00**	**$895.00**

II. THIRD PARTY SOFTWARE

Description	Vendor Code/ Model #	Qty.	Unit Price	Total Price	Monthly Service Price
Windows NT Server V4.0			Customer to provide		300.00
SQL Server V7.0 w/25 Client Access License	228-00327	1	~~3,999.00~~ B	~~3,999.00~~ B	115.00
Auditor (OPEN WINDOW FINANCIALS): 1-4 USERS					
Uniface Runtime License V7.0 (4 Users)	IN-9040-PC	1	$1,475.00	$1,475.00	$40.00
Enterprise Single Processor License V2.2	IN-9070-PC	4	235.00	940.00	30.00
Crystal Reports (runtime) V7.0	IN-9110-PC	4	Included in Open Window Financial Applications		50.00
Auditor and Treasurer (Beta "MVP" VISUAL TAX): 1-15 USERS					
InstaNT (Disk Defragamentor w/Remotely Possible)	LICINSTAR	1	135.00	135.00	10.00
* Microfocus COBOL NT 32-bit Upgrade (5 Users)		5	163.00	815.00	80.00
* M.O.M.S Reachout Software Enterprise Edition V8.4	ROE002123	2	195.00	390.00	20.00
Fasport 2000 (Network)		1	800.00	800.00	25.00
Crystal Reports V7.0 (runtime) (15 Users)	IN-9110-NT	1	Included in Visual Tax Application		80.00
Total Third Party Software				~~$8,554.00~~	**$750.00**

$4555.00

RECEIVED
AUG 31 1999
BY:

SCHEDULE B - APPLICATION/THIRD PARTY SOFTWARE LICENSE - (cont'd)

III. TRAINING/CONSULTATION

Description	Vendor Code/ Model #	No. of Days	Unit Price	Total Price
Open Window Payroll	IN-T2700-PC	8	$450.00*	$3,600.00
Open Window Fund/Ledger	IN-T2800-PC	8	450.00*	3,600.00
Windows 98/NT	IN-T15010	1	450.00*	450.00
Total Training/Consultation		**17**		**$7,650.00**

* $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.

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

System Customization/Software Installation/Open Window Financials Data Conversion	**$8,875.00**
Shipping and Handling	**$10.00**

SCHEDULE B TOTAL ~~$50,089.00~~ $46,090.50

RECEIVED
AUG 31 1999
BY:

Ship To Address.

Company/Agency: MORGAN COUNTY, INDIANA - AUDITOR'S OFFICE

Address: 180 S. Main Street

City: Martinsville

State: Indiana

Zip Code: 46151

Attention: Ms. Brenda Adams, Auditor

Phone Number: (765) 342-1001

Bill To Address.

Company/Agency: MORGAN COUNTY, INDIANA - AUDITOR'S OFFICE

Address: 180 S. Main Street

City: Martinsville

State: Indiana

Zip Code: 46151

Attention: Ms. Brenda Adams, Auditor

Phone Number: (765) 342-1001

SCHEDULE C - SUMMARY

A. One-Time Costs:

	PURCHASE PRICE
APPLICATION SOFTWARE	$25,000.00
THIRD PARTY SOFTWARE $4555.00	~~$8,554.00~~
TRAINING/CONSULTATION	$7,650.00
OTHER COSTS	$8,885.00
PURCHASE PRICE $46090.00	~~**$50,089.00**~~

RECEIVED
AUG 31 1999
BY:

B. On-Going Costs:

	MONTHLY FEE
APPLICATION SOFTWARE SUPPORT	$895.00
THIRD PARTY SOFTWARE SUPPORT	$750.00
TOTAL ON-GOING COSTS	**$1,645.00**

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:

MORGAN COUNTY, INDIANA
(Customer Name)

Commissioner, Janice Bacon

Janice Bacon
(Name)

Commissioner, Marvin Lee Mason

Marvin L Mason
(Name)

Commissioner, Jim D. Bowyer

(Name)

ATTEST:

Brenda Adams, Auditor

Brenda Adams
(Name)

Date:

(Witness)

MANATRON, INC.

By

Regional Vice President
(Name and Title)

Effective Date: 8-31-99

Witnessed By: Lynda K. Odom
(Name and Title)

RECEIVED
AUG 31 1999