

EXHIBIT A-1
to Software Sublicense Addendum
to Sales Agreement dated _____

Pontem ecama™ Application Software License

Pontem Software as referenced herein is a proprietary application software product of Resource Information Associates, Inc. (RIA) provided to Customer by an authorized software reseller of RIA.

1. DEFINITIONS

- 1.1 "SOFTWARE" means the Pontem computer software provided to Customer by ASR, together with all related software documentation, all subsequent documentation, improvements, and updates, in whatever medium. (The term "software documentation" includes without limitation all user's manuals, technical manuals, system manuals, and keyboard function strips, however designated, related to any computer software licensed under this agreement.)
- 1.2 "ASR" means Authorized Software Reseller.
- 1.3 "CUSTOMER" means the entity to which SOFTWARE is provided by ASR, as identified in the Sales Agreement between ASR and CUSTOMER.

2. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 2.1 In view of the complex nature of software, RIA believes that the Software is not without flaws, and CUSTOMER acknowledges this fact. However, RIA stands ready to correct flaws that are uncovered during operation of the Software, as set forth in the following limited warranty. RIA warrants for a period of 90 days from the date the first item of Software is delivered that the Software will perform substantially in the manner specified in the system specifications for the Software, provided the Software is installed, implemented, and operated in accordance with the written instructions of RIA.
- 2.1.1 PROVIDED, HOWEVER, that this warranty shall be null, void, and of no effect unless and until (1) the Software is used solely in conjunction with the computer equipment, operating system, compiler, and interpreter specified in the software documentation, (2) all fees and other charges currently due regarding the Software have been paid in full by CUSTOMER, (3) CUSTOMER advises ASR in writing of any and all claimed nonconformities within ten (10) days of becoming aware of such nonconformities, and (4) ASR or CUSTOMER has installed all corrections and enhancements for the Software issued by RIA.
- 2.1.2 PROVIDED FURTHER that RIA is able to reproduce any claimed nonconformity in the Software on computer equipment at RIA's site.
- 2.1.3 PROVIDED FURTHER that modification of the Software made or added by parties other than RIA shall not be warranted by RIA. Correct operation of the Software with all such modifications removed shall constitute proof that the Software operates in conformity with the warranty.
- 2.1.4 RIA's only obligation or liability with respect to the Software, whether based on contract, tort, or otherwise, shall be to provide to ASR, for redistribution to CUSTOMER, corrections to the Software via written or magnetic media so that the Software will perform substantially as specified in the systems specifications for such Software. CUSTOMER shall look to ASR for redistribution of such corrections. CUSTOMER's rights to receive such corrections from ASR shall be contingent on CUSTOMER satisfying its payment and other obligations to ASR. RIA may issue corrections as amendments to existing releases of the Software or may incorporate the corrections into new releases.

RIA shall have no obligation to provide corrections for releases other than the most current. RIA's only obligation in the event a correction is itself in error is to issue a revised correction. New releases will be substantially compatible with earlier releases.

AMENDMENT August 1, 2001

The following text is inserted at the end of Section 2.1.4: "For the purpose of this Section 2.1.4, the systems specifications for such Software are defined by the guidelines established by the Indiana State Board of Tax Commissioners – specifically, the '2002 Real Property Assessment Manual Version C'."

- 2.1.5 Warranty coverage does not include the cost of media used to transmit corrections, copies of documentation incorporating corrections, installation of corrections, or data conversion work made necessary by corrections.
- 2.1.6 In no event shall RIA be liable for any direct, incidental, indirect, special, or consequential damages of any nature whatsoever.
- 2.1.7 CAUTION: THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF RIA AND THE RIGHTS AND REMEDIES OF CUSTOMER SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE, AND CUSTOMER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF RIA AND RIGHTS, CLAIMS, AND REMEDIES OF CUSTOMER AGAINST RIA, ITS OWNERS, OFFICERS, OR EMPLOYEES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL SOFTWARE OR OTHER TANGIBLE OR INTANGIBLE ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, AND WHETHER FOR DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, PROFIT, OR DATA).
- 2.2 RIA does not warrant the Software against faulty performance due to (1) failure of operating systems, compilers, interpreters, utilities, or other software not supplied by RIA, to perform according to their respective specifications, or (2) damage to any software or data caused by any software not supplied by RIA.
- 2.3 RIA shall not be liable for nor deemed to be in default due to any delay or failure to perform its obligations under this agreement if due to any cause or condition which is caused by ASR or CUSTOMER or which is beyond the reasonable control of RIA.

3. PROPRIETARY RIGHTS

- 3.1 CUSTOMER acknowledges that each item of Software is the valuable trade secret property of RIA of such item, and that all Software bearing a copyright notice is, in addition, subject to the copyright laws. The parties agree that the use of a copyright notice on the Software shall not be taken to indicate that the Software has been published. CUSTOMER does not acquire title to the Software under this agreement. ASR's rights to grant a sublicense to CUSTOMER derive from an agreement between ASR and RIA. Aspects of the Software that are trade secrets include but are not limited to the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and date handling, and report generation.
- 3.2 Except as provided in the following sentence, CUSTOMER will not copy or duplicate any version of the Software, whether physical, magnetic, or otherwise. CUSTOMER may copy the computer software but not the software documentation, at its own expense, for the purpose of providing back-up copies, provided that CUSTOMER (1) includes in and on each partial or complete copy all notices of

copyright and proprietary rights appearing in and on the Software, (2) makes only that number of copies reasonably required, (3) establishes a procedure for accounting for each such copy at all times, and (4) destroys each such copy when it is no longer required.

3.3

Except for disclosures to its employees and disclosures treated in the following paragraph, CUSTOMER shall not disclose or transfer any portion of the Software or software developed with or from the Software, whether in physical, magnetic, or any other form, to any person or organization. CUSTOMER shall use reasonable precautions (1) to ensure that CUSTOMER and its employees do not make unauthorized disclosures or transfers of the Software and (2) to prevent any unauthorized person or organization from possessing, using, viewing, inspecting, examining, or copying any portion of the Software at any time. Without limiting the generality of the foregoing, CUSTOMER shall periodically inform its employees of CUSTOMER's obligations regarding the Software. CUSTOMER agrees to notify supporting ASR and any other RIA immediately of the possession, use, or knowledge of any portion of the Software by any unauthorized person or organization. In each case in which such unauthorized activity is related to the activities of CUSTOMER, or an employee of CUSTOMER, CUSTOMER agrees to take all steps reasonably necessary to terminate such unauthorized activity and to retrieve any copies of the Software which are in unauthorized hands. Provided, however, CUSTOMER shall not be required to expend sums in such activity in excess of \$2500. In any legal proceeding initiated by CUSTOMER in connection with such activities, RIA may assume the prosecution of such proceeding, if such party, in its sole discretion, deems that its interests so require. CUSTOMER will promptly furnish RIA full details of any unauthorized possession, use, or knowledge of the Software, and will assist in preventing the recurrence of such possession, use, or knowledge. The provisions of this paragraph shall not limit in any way the rights of RIA to recover damages or obtain other relief against CUSTOMER for its negligent or intentional harm to the rights of RIA, or for breach of contractual rights. CUSTOMER shall keep each and every item comprising the Software free and clear of all claims, liens, and encumbrances except those of RIA, and any act of CUSTOMER, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void. However, the right to use the Software under this sublicense may be used to secure the cost of the sublicense as follows: CUSTOMER may give the person financing such cost the right to have this sublicense assigned to himself or to a third party, subject to the provisions of the section entitled "Assignment of Sublicense," below. CUSTOMER shall keep all Software in a secure place, under access and use restrictions no less strict than those applied to CUSTOMER's most valuable programs or other proprietary information.

3.4

CUSTOMER may disclose the Software to an independent contractor retained by CUSTOMER in connection with its use of the Software, provided that such independent contractor has, prior to such disclosure, executed a written agreement acknowledging that each item of Software is the valuable trade secret property of the RIA and promising to use the Software only for the purposes specified by CUSTOMER, to abide by all of the restrictions regarding the Software which are set out in this Section 3, and to return all copies of the Software to CUSTOMER immediately when the contractor's engagement with CUSTOMER has ended. The CUSTOMER shall prohibit publication of any results of benchmark tests performed by CUSTOMER or by an independent contractor. CUSTOMER shall prohibit any use whatever of the software outside of the United States. CUSTOMER shall retain all such executed agreements in its permanent business records and shall provide copies to RIA or ASR upon the request of such party.

3.5

In order to help preserve the confidentiality of the Software, RIA has or may in the future provide (i) scrambled or protected code or only object code for certain portions of the Software, or (ii) implement other security measures regarding the Software. CUSTOMER agrees not to unscramble, decode, disassemble, or decompile such items, nor to circumvent such security measures for any purpose whatsoever.

3.6

In the event CUSTOMER attempts to use, copy, disclose, or transfer the Software or any modification thereof in a manner contrary to the terms of this agreement or in derogation of the rights of RIA, whether those rights are explicitly stated, determined by law, or otherwise, RIA shall have the right, in addition to any other remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate.

- 3.7 In the event of termination or expiration of this agreement, the sublicense rights granted to CUSTOMER shall immediately terminate, and CUSTOMER shall immediately return, unencumbered, all existing copies of the Software to ASR and certify to ASR that all copies or partial copies of the Software have been returned or destroyed.

AMENDMENT August 1, 2001

The following text is inserted at the end of Section 3.7:

"For the purpose of clarification, the provisions of this Section 3.7 apply to the Customer only if the Customer has violated the terms or provisions of the Pontem Application Software License."

"The Customer may choose to terminate the Software Support Addendum according to the terms of that agreement. The Customer still maintains the right to use the software for as long as practical. However, by terminating said agreement the Customer assumes all responsibility for supporting the Software as well as purchasing future upgrades of the Software."

- 3.8 In the event of termination or expiration of this agreement, all rights and the sublicense granted to CUSTOMER hereunder, shall forthwith terminate with respect to CUSTOMER. CUSTOMER may not thereafter in any manner avail itself of the rights granted in this agreement.
- 3.9 THE OBLIGATIONS AND REMEDIES OF THE PARTIES REGARDING PROPRIETARY RIGHTS WHICH ARE SET FORTH IN THIS AGREEMENT SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

4. SCOPE AND TERM OF LICENSE; LOAN PRIOR TO TERM.

- 4.1 The sublicense rights to use the Software granted by ASR to CUSTOMER are non-exclusive and are subject to the terms of this Agreement. Such use is limited to a maximum number of runtime users and to the preparation of data and reports for CUSTOMER and for other affiliated organizations, provided that the processing is done by CUSTOMER's personnel on CUSTOMER's computers or temporary substitute computers. The Software may not be used by third parties, nor may CUSTOMER use the Software to process data for third parties, except as may be specifically provided by the terms of this agreement. CUSTOMER and ASR may treat a corporate subsidiary of CUSTOMER (a corporation in which CUSTOMER has an ownership interest) as the CUSTOMER, thus allowing such subsidiary to use the Software, subject to the terms of this agreement, provided that prior to release of the Software to the subsidiary, the subsidiary binds itself in writing to undertake the same obligations as CUSTOMER under this agreement and CUSTOMER guarantees such subsidiary's performance, in writing, for the benefit of ASR and RIA.
- 4.2 The term of the sublicense shall begin when a copy of the Software showing CUSTOMER as the registered end user is delivered to CUSTOMER. ASR will deliver CUSTOMER'S registered copy following receipt of all license fees relating to the Software. RIA WILL SEND ASR THE INFORMATION ENABLING ASR TO PREPARE USER'S REGISTERED COPY AFTER ASR HAS PAID RIA THE SOFTWARE FEES ATTRIBUTABLE TO THE SOFTWARE. The term of the sublicense is perpetual, subject to termination for material breach of this agreement.
- 4.3 Prior to the term of this sublicense, ASR may loan its copy of the Software to CUSTOMER for a temporary period. During the period of the loan, the loaned copy shall be subject to all the provisions of this sublicense. THE LOANED COPY IS DESIGNED TO CEASE OPERATING SIXTY DAYS AFTER INSTALLATION.

5. SYSTEM REGISTRATION AND THE IDENTIFICATION SCREEN

- 5.1 RIA requires that each end user of the Software be registered with RIA. To ensure that its installation is properly registered, CUSTOMER should complete the System Registration form enclosed with the software documentation, and mail it to RIA. Each time operation of the Software is initiated, the Software will display an identification screen showing the name of the registered end user. The identification screen is also designed to provide notice to all users of the Software that RIA owns the Software, so as to assist CUSTOMER in meeting its duties to hold the Software in confidence.

6. CORRECTIONS AND ENHANCEMENTS

6.1 From time to time, RIA may make available to CUSTOMER (through the ASR then supporting CUSTOMER) corrections and enhancements to the version of the Software designed to improve the performance of, or add capabilities to, an existing application version of the Software. CUSTOMER shall look to such ASR for redistribution of such items. Such items are provided free of charge during the warranty period, but CUSTOMER shall bear the cost of media used to transmit the items, copies of documentation incorporating the items, installation of the items, and data conversion work made necessary by the items. RIA may issue such items as amendments to existing releases of the Software or may incorporate the items into new releases. New releases will be substantially compatible with earlier releases.

7. NEW VERSIONS OF THE SOFTWARE

7.1 From time to time, RIA may make available to customer (through the ASR then supporting customer) a new version of the software application. This software will generally include design changes from previous versions, and may require different equipment configurations. Customers will be granted a discount, based upon their sublicense of the older version of the software, should they desire to purchase a sublicense to the new version.

8. ASSIGNMENT OF SUBLICENSE

8.1 In the event CUSTOMER wishes to assign its sublicense to use the Software, CUSTOMER shall: (1) Obtain the assignee's written agreement to adhere to all of the terms and conditions of this agreement. (2) Execute a sworn affidavit certifying that all copies of the Software in its possession or control have been delivered to the assignee or destroyed. (3) Submit the affidavit, the assignee's agreement, and the name and address of the assignee to ASR.

8.2 In no event will the CUSTOMER attempt to transfer any of the software for use outside the United States.

9. MISCELLANEOUS

9.1 RIA may at any time, without notice, modify the Software or implement a new release of the Software as reasonably necessary to provide additional software security. CUSTOMER agrees to install such modified Software or new release promptly after receipt.

9.2 In recognition of the extraordinary confidential nature of the Software, in no event shall the Software be subject to any levy, execution, attachment, garnishment, or seizure of any kind by any creditor, receiver, trustee in bankruptcy, or any other person, party, executor, successor, or assignee.

9.3 This agreement shall be governed by and interpreted pursuant to the laws of the state, if any, specified elsewhere in this agreement, provided that to the extent this agreement or any action under it may affect RIA's interests, it shall be governed by and interpreted pursuant to the laws of the State of Indiana. Any action under this agreement which may affect RIA's interests may be brought in Marion County, Indiana, and CUSTOMER hereby consents to the jurisdiction of the state and federal courts for such county. CUSTOMER consents to service of process and all other legal documents if sent by United States Postal Service certified mail to CUSTOMER. In the event ASR, CUSTOMER, or RIA retains legal counsel to enforce any of the provisions of this agreement, the party against whom judgment is rendered agrees to pay all reasonable costs, attorneys' fees, and expenses, including but not limited to costs, fees, and expenses of collecting such judgment.

Plexis Group

END USER AGREEMENT

The End Users listed below has been granted the right to use the Marshall & Swift Cost Data in Plexis Group Computer Program for a period of one (1) year from the date signed below by the End User. The End Users agrees to pay the appropriate fees for the use of the data each year the below End User uses the Marshall & Swift Cost Data in Plexis Group Computer Program.

If the End User listed below does not pay the appropriate fees for the use of the Marshall & Swift data, the End User agrees to cease using and erase, destroy or disable the Marshall & Swift Data in the Computer Program. The End User also agrees that the Plexis Group may erase, destroy or disable all Marshall & Swift Cost Data found in the Plexis Group Computer Program.

Marshall and Swift will bill Plexis Group directly for these fees.

I, the End User, have read and agree to all the terms listed above.

End User's Name: _____

Signature: Mark L. Parker

Date: 8/6/01

Jurisdiction/Company: _____

Address: _____

City: _____

State: ___ Zip: _____

Phone No.: _____

Fax No.: _____

No. of Improved Residential Parcels: _____

No. of Improved Commercial Parcels: _____

No. of other Improved Parcels: _____