

AGREEMENT

This Agreement is entered into by and between:

MANATRON, INC.

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and

ORANGE COUNTY, INDIANA / ASSESSOR'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 received, and for all other charges listed herein. Customer agrees to pay a late payment charge at the rate of two-thirds (2/3) 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 \$22,119.55 of the contract amount on installation and \$3,903.45 on Acceptance. Travel-related expenses, if any, will be invoiced as incurred. 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 ninety (90) days after installation.

II. 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

Upon request by Customer, Company shall provide Customer with Certificate(s) of Insurance.

GENERAL TERMS AND CONDITIONS (cont'd)

II. LIMITATION OF LIABILITY (cont'd)

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 not covered by such insurance 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 later.

III. 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.

IV. GOVERNING LAW

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

V. 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.

VI. 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.

VII. 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.

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 licensed program(s), system software, and related materials which program products are identified on the attached Schedule B.

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.

APPLICATION PROGRAM PRODUCTS LICENSE (cont'd)

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 Product(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 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.

APPLICATION PROGRAM PRODUCTS LICENSE (cont'd)

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. 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.

SUPPORT SERVICES (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 Company is required to timely correct any defect in any of the Company software not 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.

SUPPORT SERVICES (cont'd)

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. Should services provided by Company be non-acceptable to Customer, the Company shall commit to delivery until Customer acceptance.

SCHEDULE A - EQUIPMENT SALE

Customer is responsible for providing dedicated phone line for the modem.

I. HARDWARE - Purchased on Sales Order Nos. 3081, 3082, 3083 and 3084.

Description	Vendor Code/ Model #	Qty.	Monthly Service
Digital Server 1210 System - Pentium II 300 MHz CPU - 512KB Cache - 32MB Memory - 4GB Hard Drive - 1.44MB 3.5" Floppy Drive - 2MB Graphics Memory - Slots: 2-ISA, 1-Interleaved 4-PCI Slots - Bays - 300 Watt Power Supply - 12X CD-ROM - ServerWORKS Manager - QuickLaunch - Documentation	FR-H2B7W-XD	1	(a)
Warranty uplift to five (5) year, on-site, same day service for Server (FR-H2B7W-XD) and 15" Monitor (FR-PCXBV-EZ)	FM-124HR-60	1	N/A
128MB Memory Expansion	FR-PC SMA-AE	1	(a)
9GB SCSI Drive	FR-CFCBA-BA	1	(a)
56K External Modem	00-5686-0	1	(b)
12/24GB DAT Tape Drive	FR-PCXAT-AK	1	(a)
15" Console Monitor	FR-PCXBV-EZ	1	(a)
Country Kit	FR-PC94K-AA	1	(b)
PCI to SCSI Adapter	FR-PCTAX-DE	1	(b)
PC5510 LP 333MHz - 200 MHz Pentium w/MMX - 512KB Cache - 32MB Memory - 2GB Hard Disk Drive - 3.5" Floppy Disk Drive - 16X CD-ROM - 3D Video - Integrated Audio - Integrated 10/100 BaseT - US Country Kit - Windows 95	FR-G2B7A-EB	3	(c)

SCHEDULE A - EQUIPMENT SALE - (cont'd)

I. HARDWARE -(Cont'd)

Description	Vendor Code/ Model #	Qty.	Monthly Service
Warranty uplift to three (3) year, on-site, next day service for PC (FR-G2B7A-EB)	FM-3PXHW-36	3	N/A
17" Color Monitor	FR-PCXBV-FZ	3	(c)
56K Internal Modem	FR-PCXFA-AA	1	(c)
DAT Tapes (10/pk)	TLZ10-CB	1	N/A
OkiData 321T Printer	ML321T	1	(d)
HP Jetdirect 3+	J2593A	1	(e)
10/100 Ethernet Card	FR-DE500-BA	1	(a)
Super Stack II	3C16981	1	(e)

HARDWARE TOTAL

\$20,870.00

MONTHLY SUPPORT TOTAL

\$83.00

- (a) Has a five (5) year, on-site, same day, four hour response warranty support provided five days/week, nine hours/day.
- (b) Has a one (1) year Return to Factory Warranty.
- (c) Has three (3) year, on-site, next day warranty support provided five days/week, nine hours/day.
- (d) Has a next day, on-site maintenance support provided five days/week, nine hours/day.
- (e) Has a same day, on-site, four hour response maintenance support provided five days/week, nine hours/day.

All existing hardware to be traded-in with exception of the following to be retained:

<u>Model No.</u>	<u>Description</u>	<u>Maintenance</u>
CI.400Q	400LPM Printer	\$110.00
RC250	Cannon Still Video Camera	Return to Factory Warranty
HP.C2037A	HP LaserJet IV	28.00

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

System Customization/Installation/Data Transfer/Conversion/Cabling	\$6,725.00
Trade-In and Allowance	- \$8,612.00
Shipping and Handling	\$102.00

SCHEDULE A TOTAL

\$19,085.00

SCHEDULE B - APPLICATION/THIRD PARTY SOFTWARE LICENSE

I. APPLICATION SOFTWARE

Description	Vendor Code/Model #	Qty.	Total Price	Monthly Service Price
CAMA/Appraisal License Upgrade - NT (3 Users)	1995-DOS	1	\$3,500.00	\$300.00
Total Application Software			\$3,500.00	\$300.00

II. THIRD PARTY SOFTWARE - Purchased on Sales Order Nos. 3081, 3082, 3083 and 3084.

Description	Vendor Code/Model #	Qty.	Monthly Service Price
M.O.M.S Reachout Software Enterprise Edition	ROE002123	1	\$5.00
Backup Exec	SBE-NTSE-0002	1	20.00
Intelligent Disaster Recovery		1	Included
Windows NT (5 Users)		1	150.00
Report Writer		1	25.00
Microsoft Word (1 User)	059000426	1	N/A
Microfocus COBOL - 32 Bit		1	15.00
Total Monthly Service Price			\$215.00

TOTAL THIRD PARTY SOFTWARE

\$2,538.00

III. TRAINING/CONSULTATION - Purchased on Sales Order Nos. 3081, 3082, 3083 and 3084.

Description	Vendor Code/Model #	No. of Days	Unit Price	Total Price
Intro Windows	IN-T15010	1	\$450.00*	\$450.00
Backup Procedures	IN-T10110	1	450.00*	450.00
Total Training/Consultation		2		\$900.00

* \$450 per class day. Maximum 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

\$6,938.00

Ship To Address.

Company/Agency: ORANGE COUNTY, INDIANA - ASSESSOR'S OFFICE
Address: 205 East Main Street
City: Paoli
State: Indiana
Zip Code: 47454
Attention: Ms. Linda Reynolds, Assessor
Phone Number: (812) 723-3600

Bill To Address.

Company/Agency: ORANGE COUNTY, INDIANA - ASSESSOR
Address: 205 East Main Street
City: Paoli
State: Indiana
Zip Code: 47454
Attention: Ms. Linda Reynolds, Assessor
Phone Number: (812) 723-3600

SCHEDULE C - SUMMARY

A. One-Time Costs:

	PURCHASE PRICE
HARDWARE	\$20,870.00
APPLICATION SOFTWARE	\$3,500.00
THIRD PARTY SOFTWARE	\$2,538.00
TRAINING/CONSULTATION	\$900.00
OTHER COSTS	\$6,725.00
TOTAL ONE-TIME COSTS	\$34,533.00
TRADE-IN AND ALLOWANCE	- \$8,612.00
SHIPPING AND HANDLING	\$102.00
TOTAL PURCHASE PRICE	\$26,023.00

B. On-Going Costs:

	MONTHLY FEE
FIRST YEAR HARDWARE MAINTENANCE	\$83.00 *
APPLICATION SOFTWARE SUPPORT	\$300.00
THIRD PARTY SOFTWARE SUPPORT	\$215.00
TOTAL ON-GOING COSTS	\$598.00

* Hardware includes warranty/maintenance. See each line items for details.

PAYMENT TERMS: The Company will invoice \$22,119.55 of the contract amount on installation and \$3,903.45 on Acceptance. Travel-related expenses, if any, will be invoiced as incurred. 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 ninety (90) days after installation.

The On-going Costs listed above will be added to or 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:

ORANGE COUNTY, INDIANA
(Customer Name)

Commissioner, Richard Beaty
(Name)

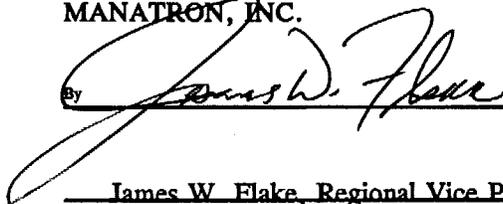
Commissioner, Charles William Hall
Charles William Hall
(Name)

Commissioner, James Mathers
James Mathers
(Name)

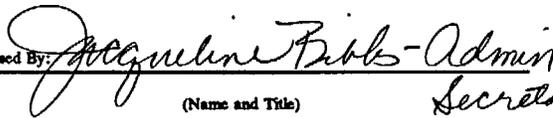
Date: 6-29-99

John F. Noblitt
(Witness)

MANATRON, INC.

By 
James W. Flake, Regional Vice President
(Name and Title)

Effective Date: 7-7-99

Witnessed By: 
(Name and Title) Secretary