Orange Misc. 59M15C03

DoxTek, Inc.
SALES & SERVICE AGREEMENT

This DoxTek, Inc. Sales and Service Agreement ("Agreement") is entered into by DoxTek, Inc., a Utah S-corporation located at 726 N. 1890 W., Provo, UT 84601 with Midwest Regional office located at 216 W. Allen St. Suite 132, Bloomington, IN 47403 ("DoxTek") and the Customer identified below ("Customer"). Exhibits "A" through "H are part of and apply to this Agreement only if attached hereto and initialed below by the parties.

Customer Information:

Full Legal Name: Orange County Assessor

[ ] Corporation [ ] Partnership [X] Government [ ] Other

Address: County Office Complex, 205 E. Main, Ste. 7

Paoli, IN 47454

Telephone: 812-723-7104

Fax: 812-

Customer Options: Customer must initial the system options that apply.

System Packages		Amount	Initials	
SCOPE™ Lite	(Exhibit "A")	$12,995	DRM DoxTek	Customer
SCOPE™ Professional	(Exhibit "B")		DoxTek	Customer
SCOPE™ Personal Property Module	(Exhibit "C")		DoxTek	Customer
SCOPE™ Web Module	(Exhibit "D")		DoxTek	Customer
SCOPE™ Property Card Module	(Exhibit "E")		DoxTek	Customer
SCOPE™ Mobile Home Module	(Exhibit "F")		DoxTek	Customer
SCOPE™ ESRI® Integration	(Exhibit "G")		DoxTek	Customer
Custom Programming Work	(Exhibit "H")		DoxTek	Customer
Total Purchase Price:		$12,995	DRM DoxTek	Customer
Effective Date:		8-4-04	DRM DoxTek	Customer
Delivery/Installation Date:		8-4-04	DRM DoxTek	Customer

Statement of Purpose. DoxTek has created an information system designed to accommodate the specific needs of county government customers by providing them with DoxTek's document management system of software, hardware, services and/or technical support.

1.0 Definitions.

1.1 **Confidential Information** means (A) the terms and conditions of this Agreement; and (B) any other information that the disclosing party desires to protect against unrestricted disclosure by the receiving party and that (1) if disclosed in tangible form, is marked in writing as "confidential" or (2) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential." Confidential Information will not include any information that (a) is already in the possession of the receiving party without obligation of confidence; or (b) is independently developed by the receiving party; or (c) is or becomes publicly available without breach of this Agreement; or (d) is rightfully received by the receiving party from a third party without obligation of confidence; or (e) is related for disclosure by the disclosing party with its written consent.

1.2 **Customer** means individually the Customer signing this Agreement identified on the first page of this Agreement.

1.3 **Documentation** means the user documentation and manuals (including CD ROM versions, when available) relating to current revision levels of the Software.

1.4 **Effective Date** means the date on which this Agreement is signed by an authorized DoxTek representative, which shall follow Customer's signing of this Agreement.

1.5 **Installation** means DoxTek's successful completion of installation and test procedures as defined by DoxTek.

1.6 **License Fee** means the license fee calculated in the Order Form, or specified in this Agreement.

1.7 **Licensed Works** means, collectively, the Documentation, Software, and any Upgrades and Updates licensed by DoxTek to Customer under this Agreement.

1.8 **Maintenance** means, in general, the provision of Upgrades and Updates, installation, and technical services to be provided by DoxTek during the term of this Agreement, and as more fully described herein Section 6.

1.9 **Support Fees** means renewable fees paid by Customer to DoxTek as designated in attached Exhibit(s) for Maintenance.

1.10 **New Product** means either an entirely new Software product or major revisions of Software released by DoxTek during the term of this Agreement that is designated by DoxTek as a New Product, rather than an Upgrade. If a question arises as to whether a product offering is an Upgrade or a new product, DoxTek's opinion will prevail, provided that DoxTek treats the product offering the same for its end user customers generally.

1.11 **Order Form** means this completed and signed Sales and Service Agreement that contains the following information: (a) Customer signature binding it to the terms and conditions of this Agreement; if Customer submits only a purchase order, the purchase order must contain language stating "Customer certifies that it has read and understands the DoxTek Sales and Service Agreement to which this purchase order applies, and agrees to be bound by its terms and conditions;" (b) the product ordered; (c) the applicable rate; (d) License Fees; (e) Maintenance Fees; (f)ship-to information; (g) invoice-to information; (h) installation location; and (i) purchasing agent contact, telephone and fax number.

1.12 **Products** mean the Licensed Works and the Hardware.

1.13 **Software** means (collectively or individually as the context requires) the software product(s) licensed to Customer by DoxTek; and / or the software product(s) that are licensed to DoxTek by third parties.

1.14 **System Package means the designated package(s) that include software, hardware, maintenance and support as indicated on Page 1.**

1.15 **System Products** means those DoxTek products identified in the applicable exhibit.

1.16 **Update** means a fix or compilation of fixes released by DoxTek during the term of the Agreement to correct operational defects (program bugs) in the Software.

1.17 **Upgrade** means a revision of Software released by DoxTek during the term of this Agreement that is consistently designated by DoxTek as an Upgrade, rather than a New Product. In most instances, an Upgrade of a System Product will mean a revision level enhancement to a specific product that is evidenced by a change either in the version number or the product name.

1.18 **Use** means loading the Software into the temporary memory of a computing device, i.e., RAM, and running or executing it for the purposes for which the Software was designed. Unless the applicable license or exhibit states otherwise, use shall be limited to a single computing device.

2.0 Contact Administration.

2.1 **Contact Coordinator.** Customer shall identify to DoxTek in writing on or before the Effective Date, the name, business address, telephone number, and fax number of Customer's Contact Coordinator responsible for overall matters pertaining to this Agreement. Customer represents and warrants that its Contact Coordinator has signature authority to bind Customer and Customer's Subsidiaries to the terms and conditions of this Agreement to the extent that Customer and its Subsidiaries receive Licensed Works under the terms of this Agreement. The Contact Coordinator shall arrange meetings, visits, and consultations between the parties; coordinate additional orders; supervise the transfer of any Confidential Information under this Agreement. For purposes of this Agreement, any member of Senior Management of DoxTek shall serve as DoxTek's Contact Coordinator.

3.0 Licenses. Subject to the terms and conditions of this Agreement, Customer is granted the licenses set forth below.

3.1 **Software.** Shrink-wrap licenses to any third party software provided by DoxTek to Customer will apply to and bind Customer.

3.2 **Protection.** Customer agrees to take reasonable steps to protect the Software and Documentation from unauthorized copying or use. The source code is not licensed to Customer. Customer shall not disassemble or decompile the Software.

3.3 **Ownership.** No title to, or ownership of, the Licensed Works (including any adaptations or copies) is transferred to Customer under this Agreement. The Licensed Works are provided to Customer only to allow Customer to exercise Customer's license rights under this Agreement.

3.4 **Restrictions.** Except as expressly authorized in this Agreement, Customer agrees not to rent, lease, time share, sublicense, distribute, transfer, copy, reproduce, display or modify the Licensed Works (including all Documentation).

4.0 Documentation and Delivery.

4.1 **Documentation.** DoxTek will provide Customer one set of Documentation at the current revision level for product(s) licensed under this Agreement. If Documentation is provided in CD-ROM format, Customer may print copies of Documentation from the on-line screen up to the number of copies of the licensed Software for which the Documentation was provided. DoxTek will make available additional sets of Documentation and new revisions of Documentation up to the number of copies of Software licensed to Customer under this Agreement.

4.2 **Delivery Terms.** DoxTek will ship according to DoxTek's standard commercial practice via the best and most cost effective way, in DoxTek's judgment. Customer-requested special packing or shipping instructions must be mutually agreed in writing, and applicable changes will be billed separately to Customer. Shipments will be made based upon Customer's routing instructions on Customer's Order Form. Except as otherwise provided, DoxTek Products will be shipped to Customer "F.O.B. DoxTek's Shipping Location". Customer shall pay all delivery, shipping, and transportation costs and loss or damage insurance costs arising in connection with the delivery of Products from the shipping point to the destination requested by Customer.

4.3 **Title and Risk of Loss.** Title to any media and Documentation, exclusive of the rights retained under this Agreement in trademarks, patents, copyrights, trade names, trade secrets and intellectual property (net "Deliverables"), and all risk of loss will pass to Customer upon delivery to Customer.

5.0 Training. In consideration of Customer's payment of Training Fees as set forth in applicable exhibit(s), and subject to the terms and conditions of this Agreement, DoxTek will provide Customer with the following Training for all products licensed under this Agreement.

5.1 **Training.** DoxTek will provide Customer both electronic on-line training as well as on-site training. Customer agrees that notwithstanding the confidentially provisions herein this Agreement, Customer will not provide via such training services, or give DoxTek access to, any documents, files or other information that is confidential or proprietary to a third party unless Customer first obtains all necessary licenses, consents and permissions to do so. Customer shall be liable for any and all liability, damages, costs and expenses (including reasonable attorney's fees) incurred by DoxTek directly or indirectly as a result of Customer's breach of such obligation. Customer grants to DoxTek the unrestricted right to use, or to withhold publication of, any information Customer provides via the training services.

6.0 Maintenance. In consideration of Customer's payment of Support Fees as set forth in applicable exhibit(s), and subject to the terms and conditions of this Agreement, DoxTek will provide Customer with the following Maintenance for all products licensed under this Agreement.

6.1 **Upgrades and Updates.** Subject to Section 6.4, "Upgrade Restrictions", DoxTek will provide Upgrades and will make available all Updates, within a reasonable period of time after they become commercially available.

6.2 **Installation.** Acceptance by Customer will be deemed to have occurred upon completion of Installation for Products when Installation is in the Total Purchase Price. When the Total Purchase Price does not include Installation, acceptance by Customer will be presumed unless Customer demonstrates within fourteen (14) days after delivery that the Product does not pass DoxTek's test procedures or programs for such Products. If DoxTek Installation is scheduled or delayed by Customer for more than thirty (30) days after delivery, Customer's acceptance of the Products will occur on the 31st day after the delivery date.

6.3 **Technical Services.** DoxTek will provide to Customer the technical services described in their System Package as outlined in the applicable attached Exhibit(s), the terms and conditions of which are hereby made a part of this Agreement. Upon execution of this Agreement, DoxTek will promptly provide Customer with the necessary information, including a user access number that will enable Customer to access technical services.

6.3.1 **On-Line Services.** DoxTek's technical services offers Customer the options to access electronic on-line services and to authorize a DoxTek support engineer to access Customer's network via a remote connection to work directly on-line with the Customer to assist in resolving technical problems. If Customer chooses either option, or both, Customer agrees that notwithstanding the confidentially provisions herein this Agreement, Customer will not submit via such on-line services, or give DoxTek access to, any documents, files or other information that is confidential or proprietary to a third party unless Customer first obtains all necessary licenses, consents and permissions to do so. Customer shall be liable for any and all liability, damages, costs and expenses (including reasonable attorney's fees) incurred by DoxTek directly or indirectly as a result of Customer's breach of such obligation. Customer grants to DoxTek the unrestricted right to use, or to withhold publication of, any information Customer submits via the on-line services.

6.3.2 **On-Site Support.** If Customer requests on-site support, DoxTek agrees to indemnify and hold Customer harmless from any and all liability, damages, costs, and expenses (including reasonable attorneys' fees) (collectively "Liability) arising out of claims for personal injury or property damage caused by the negligent or willful acts or omissions of DoxTek or its authorized employees, agents, or representatives in the course of providing technical services on Customer's premises. DoxTek's Liability under this section shall be reduced proportionally to the extent that any act or omission of Customer, or its employees, agents, or representatives, contributed to such Liability. For purposes of this Section, "property damage" does not include damage to, or loss of, files, data, or other information. On-Site Support may not be available in all locations.

6.4 **Upgrade Restrictions.** Customer agrees to accept and Use Upgrades subject to the following terms:

6.4.1 Use of an Upgrade is limited solely to replace a DoxTek product that was legally acquired by Customer (i.e., without infringing copyright and pursuant to valid DoxTek license).
6.4.2 Customer may use either the Upgrade or the original Product, but never both revisions at the same time.
6.4.3 Customer shall not use, sell or transfer the original Product upon receipt of an Upgrade.

7.0 Orders and Payment Terms

7.1 **Payment Terms.** Customer agrees to pay DoxTek the Total Purchase Price identified on the first page of this Agreement in U.S. Dollars, plus any applicable taxes, shipping, carriage insurance costs, charges and reasonable travel expenses including, but not limited to, meals, hotel and transportation. DoxTek travel expenses must be paid by clients more than 75 miles from any DoxTek office location. The Total Purchase Price, plus any applicable additional invoice amounts, shall be due and owing upon Installation, if Installation is part of the Total Purchase Price, or upon delivery of the Products, if Installation is not part of the Total Purchase Price. DoxTek reserves the right to extend and/or change Credit Terms and associated due date on a case-by-case basis.

7.2 **Payment and Support Services.** Before Customer shall be entitled to receive any Support, the purchase price and all applicable charges and interest, if any, must be paid in full. Charges for Support Services will be invoiced in advance.

7.3 **Price and Product Changes.** DoxTek may: (1) update prices for the Products; (2) add or delete Products available for license; or (3) add Upgraded versions of Software. Product prices remain valid for thirty (30) days from the Effective Date; change orders, which extend delivery beyond thirty (30) days, become new orders at prices in effect when DoxTek receives the change orders.

7.4 **Taxes.** The fees identified in the System Package and/or applicable exhibit are exclusive of all applicable taxes. Customer agrees to pay and bear the liability for any taxes associated with the delivery of the Licensed Works, including but not limited to sales, use, excise, and added value taxes.

7.5 **Credit Terms.** DoxTek may change credit terms or revoke credit privileges, without notice.

7.6 **Late Payments.** Payments made later than the due date will accrue interest from the date due to the date paid at the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law. Customer agrees to pay reasonable costs and attorney's fees if DoxTek is required to undertake collection measures against Customer

7.7 **Cancelled Orders.** Customer agrees to pay transportation and related charges for returning Product to DoxTek's shipping location if Customer cancels Product orders after shipment. Customer may incur additional charges for canceling Customer Product orders.

8.0 Confidential Information.

8.1 **Confidential Information Exchange.** The receiving party of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure which care shall in no event be less than the standard established for protecting trade secrets. The receiving party may disclose Confidential Information only to its employees or agents who need to know such Confidential Information and shall inform such employees, by way of policy and agreement that they are bound by obligations of confidentiality. These confidentiality obligations shall survive for three (3) years after expiration or termination of this Agreement.

8.2 **Employees, Agents and Third Parties.** Customer agrees to use commercially reasonable efforts to inform its employees, agents, and any other individuals using the Licensed Works under the Agreement that the Licensed Works (a) are proprietary products of DoxTek and/or its licensors; (b)

have been licensed by DoxTek to Customer under this Agreement; and (c) may only be used subject to the license terms in this Agreement, and may not be copied, transferred, otherwise used in violation of such terms.

8.3 **Export of Data.** Customer shall not export or transfer whether directly or indirectly Licensed Works, or any portion thereof, or any system containing a Licensed Work or portion thereof, outside the United States.

9.0 Record Keeping and Audit.

9.1 **Formal Audits.** During the term of this Agreement and for a period of one (1) year after the termination or expiration hereof, Customer shall maintain complete and accurate records evidencing Customer's actual use of the Licensed Works. DoxTek shall have the right, at its expense and upon no less than three (3) business days prior written notice, to audit Customer's Use of the Licensed Works. Such audit shall not interfere unreasonably with Customer's business activities and shall be conducted no more than once per calendar year, unless a previous audit disclosed a material discrepancy. If the Formal Audit shows that Customer has understated its actual use of the Licensed Works or has otherwise under-paid amounts owing, Customer shall immediately purchase sufficient licenses to support the actual use and pay all amounts owing.

10.0 Term and Termination.

10.1 **Term.** The term of this Agreement will begin on the Effective Date and will remain in effect for a period of one (1) year after the first day of the month following the Effective Date. The parties may renew this Agreement for an additional term upon mutual written agreement.

10.2 **Termination for Convenience.** Either party may terminate this Agreement solely for convenience six (6) months after the Effective Date (or later) by giving the other party written notice thirty (30) days prior to the termination date.

10.3 **Termination for Cause.** Either party may terminate this Agreement for the substantial breach by the other party of any material term. The terminating party shall first give the breaching party written notice of the alleged breach and a reasonable period of at least thirty (30) days in which to cure the alleged breach. If the breach is not cured within the cure period, the terminating party may terminate this Agreement upon written notice to the breaching party.

10.4 **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, Customer's right to duplicate the Licensed Works and to acquire new licenses hereunder will immediately terminate. However, unless the Agreement is terminated because of Customer's breach of DoxTek's intellectual property rights, expiration or termination of the Agreement will not affect Customer's right to Use the Licensed Works for which it has paid the applicable License fee, subject to the surviving terms and conditions of this Agreement.

10.5 **Survival of Terms.** Sections 3.3 "Ownership," 3.4 "Restrictions," 8 "Confidential Information," 9.1 "Formal Audits," 11.1 "Software and Hardware," 11.3 "Technical Services and Support," 11.4 "Disclaimer of Warranties," 12 "Limitation of Liability," 13.1 "Laws," 13.3 "Authority to Bind," 13.5 "Non-Solicitation," 13.7 "Severability" will survive the expiration or termination of this Agreement and will thereafter solely govern Customer's Use of the Licensed Works.

11.0 Limited Warranty

11.1 **Software and Hardware.** Manufacturer's warranty governs Software and Hardware. **DOXTEK MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO SOFTWARE OR HARDWARE EXCEPT THAT IT IS FIT FOR THE PURPOSE INTENDED. SOFTWARE AND HARDWARE ARE SOLD "AS IS".**

11.2 **Media and Documentation.** DoxTek warrants that if either the media on which the Software is contained, the Documentation, or the Hardware is in a damaged or physically defective condition at the time of delivery to Customer, and if it is returned to DoxTek within thirty (30) days of delivery, DoxTek will provide Customer with replacements at no charge.

11.3 **Technical Services and Support.** DoxTek warrants that the technical services and support provided in this Agreement will be supplied in a reasonable manner. Customer acknowledges that files may be altered or damaged in the course of DoxTek providing technical services or support and Customer agrees to take appropriate measures to isolate and back up its systems accordingly.

11.4 **Disclaimer of Warranties. DOXTEK MAKES NO WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11. DOXTEK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY. DOXTEK DOES NOT WARRANT THAT THE PRODUCTS WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THE PRODUCTS ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.3, "TECHNICAL SERVICES AND SUPPORT," DOXTEK MAKES NO WARRANTIES RESPECTING ANY TECHNICAL SERVICES OR SUPPORT PROVIDED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

12.0 Limitation of Liability.

12.1 DoxTek Liability. DOXTEK SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR INTERRUPTION OF BUSINESS. DOXTEK SHALL IN NO EVENT BE LIABLE FOR INDIRECT, SPECIAL RELIANCE INCIDENTAL ,OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING UNDER THIS AGREEMENT WHETHER IN A CONTRACT, TORT, OR OTHER ACTION OF OR ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

12.1.1 IN NO EVENT WILL DOXTEK'S LIABILITY FOR ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF TOTAL FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT.

12.2 Customer Liability. EXCEPT FOR ANY LOSS OR DAMAGE ARISING OUT OF CUSTOMER'S INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF DOXTEK'S INTELLECTUAL PROPERTY RIGHTS, FOR WHICH LOSS AND DAMAGE CUSTOMER SHALL BE FULLY LIABLE, CUSTOMER SHALL NOT BE LIABLE TO DOXTEK OR TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING UNDER THIS AGREEMENT, WHETHER IN A CONTRACT, TORT O OTHER ACTION FOR OR ARISING OUT OF BRACH OF WARRANTY, BREACH OF CONTRACT, DELAY, NEGLIGENCE STRICT LIABILITY OR OTHERWISE.

12.3 Limitation of Remedies. THE REMEDIES DESCRIBED OR REFERRED TO IN THIS AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR THE BREACH OF ANY OBLIGATION IMPOSED UNDER THE TERMS OF THE AGREEMENT.

13.0 Miscellaneous Terms.

13.1 Laws. If signed by DoxTek, this Agreement will be governed by the laws of the State of Utah and applicable federal (U.S.) laws. If either party initiates legal proceedings to enforce a term of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees. Each party will, at its own expense, comply with any applicable law, statute, ordinance, administrative order, rule and regulation.

13.2 Force Majeure. Neither party will be liable for any failure or delay in performing hereunder, if such failure or delay is due to war, strike, government requirements, acts of nature, acts or omissions of carriers, or other causes beyond its reasonable control. If a party's performance of any material obligation is reasonably expected to be delayed more than three (3) months due to any such cause, the other party may terminate this Agreement upon thirty (30) days' prior written notice. Each party shall give the other party prompt written notice of any condition likely to cause any delay or default.

13.3 Authority to Bind. Neither party has the authority to bind the other, incur any liability for, or otherwise act on behalf of the other party. Nothing in this Agreement shall be construed to create an employment or agency relationship or partnership between Customer and DoxTek, or between Customer and any DoxTek employee, agent, or representative.

13.4 Notices. All notices under this Agreement shall be in writing and shall be delivered to the Contact Coordinator. A notice will be deemed effective upon confirmed receipt by the recipient Contact Coordinator.

13.5 Non-solicitation. Customer shall not solicit an employee of DoxTek who has been involved with, directly or indirectly, any of the services hereunder within eighteen (18) months of such employee's last involvement with such services. Customer shall be permitted to make generalized employment searches, by advertisements or by engaging firms to conduct searches which are not focused on the employees of DoxTek.

13.6 Assignment. Neither party may transfer, assign, or delegate any right or obligation set forth in this Agreement without the prior written consent of the other party, provided that neither party will unreasonably withhold consent for an assignment to the other party's subsidiary.

13.7 Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable in whole or in part for nay reason whatsoever, it shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity, or unenforceability, and shall not affect or impair the remaining provisions hereof.

13.8 Modifications. DoxTek reserves the right to revise the prices at anytime. This Agreement may not be in modified except in writing signed by authorized representative of each party. The terms of a Order Form will not modify this Agreement unless the parties agree otherwise in writing.

13.9 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to its subject matter and is tended to be the final, complete and exclusive statement of the terms of such agreement and understanding. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, including without limitation, any on-line license agreements. Each party warrants that in entering into this Agreement, it has not relied upon or been induced by any representation or statement not expressly set forth in this Agreement.

SIGNATURE PAGE

By signing below signatories agree to the full Agreement above and any applicable Exhibits as indicated on the cover page.

CUSTOMER		**DOXTEK, INC.**	
Signature	Linda J Reynolds	**Signature**	
Print Name	Linda J Reynolds	**Print Name**	David R Taylor
Title	Orange Co Assessor	**Title**	VP, Public Sector
Date	7-23-04	**Date**	8-4-04