64CAMA02 (2) OR16

SALES AGREEMENT

Parties to this Sales Agreement ("Agreement") are:

Plexis Group, L.L.C. (Plexis), 8136 Castleton Road Indianapolis, IN 46250 and **Porter, Indiana** (Customer).

WHEREAS, the **Customer** agrees to purchase and Plexis agrees to provide and/or sell products and services listed in support of computer software applications as set forth in the following attachments, which are hereby incorporated by reference:

[x] Software Sublicense Addendum
[x] Software Support Addendum

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

ARTICLE 1
Products and Services

1.1 **Plexis** shall receive as compensation from the Customer, and Customer shall pay to Plexis, charges for Products and Services covered under this Agreement as specified below.

PRODUCT DESCRIPTION	PRICE	
County Property Tax Applications:		
Pontem ecama™ Property Tax Software – Thirty - Two (32) user License		
	$ 4,250	**$ 136,000**
OTHER PRODUCTS ANDACCESSORIES		
	$ _____	$
PROFESSIONAL SERVICES		
Annual Support Fee		
Pontem ecama™		**$ 47,600**
Data Migration - County Tax Systems		
Professional services including the following:		
1). Data migration services – **To be completed by Others**		**$ 5,000** (paid directly to third party)
2). Review of data integrity issues		**$ 5,000**
Installation/Training & Implementation		
Network Installation - network installation of ecama™ applications		**$ 5,000**
Application Software Training & Implementation - One (1) year period		**$ 5,000**
Includes all professional services, per diem costs, travel time and expenses for training required for a successful implementation. Training is limited to 40 hours, with a maximum class size of 8 people.		
GRAND TOTAL		**$203,600**

SALES AGREEMENT

1.2 Payment terms for the Products listed in Section 1.1 shall be as follows:

$	25% of total costs due upon execution of Sales Agreement
$	75% due upon final acceptance

Professional Services - Net 30 days of invoice as charged per attached Software Support Addendum

1.3 Acceptance: Customer shall be deemed to have accepted the Licensed Software thirty (30) days after delivery unless Customer notifies Plexis in writing of any defect within such thirty (30) day period; in which case acceptance shall be 15 days after Customer's receipt of corrected defects.

1.4 Plexis may in its discretion charge Customer interest on any late payments at the rate of 1.5% or the maximum rate allowed by law, and for all costs on collection of late payments, including, but not limited to, legal fees and court costs.

ARTICLE 2

Obligations and Responsibilities of the Parties

The responsibilities of the parties are as follows:

2.1 SOFTWARE PROGRAMS. **Plexis** shall provide software programs as specified in Article 1.1 above (the "Licensed Software"). All Licensed Software shall be governed by the SOFTWARE SUBLICENSE ADDENDUM, attached hereto and made a part hereof.

2.2 NETWORKING. Customer's Responsibilities

1. **Customer** shall install said Licensed Software on networked personal computers within the **Customer** building at the address specified on the signature page to this Sales Agreement for the number of users specified in Section 1.1, in accordance with the terms and condition of the Software License Addendum. Additional user licenses shall be available at a cost equal to published price at the time of purchase.

2. Customer shall install the software on the Microsoft NT 4.0 operating system, or other network operating system recommended by **Plexis** or the vendor of the Licensed Software.

3. Except as may otherwise be provided in Exhibit A, Customer shall obtain all hardware, software, network equipment, and other equipment or services necessary to access and use the Services.

4. Customer shall be responsible for maintaining the confidentiality of all passwords and account designations used to access the Services and shall notify Plexis promptly upon becoming aware of any unauthorized use of its accounts or passwords or other breach of security of which it becomes aware. Customer and its officers, employees, agents, and independent contractors shall use the Services solely for purposes internal to Customer in the ordinary course of Customer's business.

5. Customer is responsible for maintaining backup computer systems and network connections for its systems, and shall maintain a complete backup of all of its data and software.

2.3 DATA MIGRATION. Data migration services for current data related to the Licensed Software specified in Article 1 above will be provided by a third party as mutually agreed upon by **Customer** and **Plexis**. It is the responsibility of the **Customer** to secure its existing data in the format required by the Licensed Software. The data is to be

SALES AGREEMENT

provided on standard, DOS compatible diskettes with a documented file structure. Plexis will assist the **Customer** in providing and reviewing the technical information required. Actual data processing shall be conducted on-site at Customer offices, unless otherwise recommended by **Plexis.** All programming services provided by **Plexis** under this Agreement are defined in the Software Support Addendum.

2.4 SERVICES and SUPPORT. Plexis shall provide software services and support under the terms and conditions of the attached Software Support Addendum.

2.5 DELAY OR FAILURE TO PERFORM. Plexis shall NOT be excused for delay or failure to perform. Plexis's obligation hereunder for causes beyond its control including, but not limited to, fire. storm, flood, earthquake, explosion, accident, illness, acts of a public enemy, war, rebellion, riot, sabotage, transportation delays, failure of supplier to make deliveries, labor disputes, acts of God, acts of federal, state or local governments or any agency thereof, and judicial action.

2.6 TERMINATION. This Agreement shall remain in full force and effect as long as Plexis is providing Products or Services to Customer. Plexis shall have the right to terminate this Agreement and any Addenda hereto in the event the occurrence of any one of the following is not remedied by Customer within thirty (30) days of receipt of written notice thereof.

1. CUSTOMER has not made financial arrangements satisfactory to Plexis for the purchase of the Products or Services specified in Section 1.1, or

2. CUSTOMER neglects or fails to perform or observe any of its existing or future obligations hereunder, including without limiting the generality thereof, the timely payment of any sums due to Plexis, or

3. If any assignment is made of Customer's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against CUSTOMER, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property or if CUSTOMER is adjudicated as bankrupt.

Termination of this Agreement shall not affect CUSTOMER'S pre-termination obligations and any such termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination.

2.7 LIABILITY. PLEXIS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM RESULTING FROM ANY OF THE PRODUCTS OR SERVICES IDENTIFIED IN SECTION 1.1, REGARDLESS OF THE FORM OF ACTION, EXCEPT FOR LOSS OR DAMAGE CAUSED SOLELY BY THE NEGLIGENCE OF PLEXIS. IN NO EVENT SHALL PLEXIS BE LIABLE FOR (1) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE; (2) ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS; OR (3) ANY CLAIM, WHETHER IN CONTRACT OR TORT, THAT AROSE MORE THAN ONE YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON. CUSTOMER SHALL INDEMNIFY AND HOLD PLEXIS HARMLESS FROM ANY LOSS, CLAIM OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR CUSTOMER'S USE OR POSSESSION OF THE PRODUCTS AND SERVICES, PROVIDED THAT SUCH LOSS, CLAIM OR DAMAGE WAS NOT CAUSED SOLEY BY PLEXIS. PLEXIS SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CUSTOMER FROM ANY AND ALL LIABILITY OR LOSS RESULTING FROM ANY SUITS, CLAIMS OR ACTIONS BROUGHT AGAINST CUSTOMER WHICH RESULT DIRECTLY OR INDIRECTLY FROM WRONGFUL OR NEGLIGENT ACTIONS OF PLEXIS IN THE PERFORMANCE OF THIS AGREEMENT. THESE INDEMNIFICATION PROVISIONS SURVIVE THE TERMINATION OF THIS AGREEMENT. CUSTOMER'S REMEDIES AGAINST PLEXIS SHALL BE LIMITED TO REPLACEMENT OR REPAIR OF ANY DEFECTIVE PRODUCTS OR SERVICES, OR AT THE DISCRETION OF PLEXIS, A REFUND OF THE PRORATED PORTION OF THE SUMS PAID BY

SALES AGREEMENT

CUSTOMER TO PLEXIS IN THE PREVIOUS TWELVE (12) MONTHS FOR THE DEFECTIVE PRODUCTS OR SERVICES

2.8 INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

1. "Intellectual Property" means (i) any idea, design, concept, technique, invention, discovery or improvement conceived or reduced to practice by Plexis in the course of performing the Services, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (ii) any works of authorship created by Plexis in the course of performing its obligations under this Agreement including, but not limited to any computer programs, documentation and web pages, whether in tangible or electronic form, regardless of copyrightability, but including copyrights and any moral rights recognized by law; (iii) any name, trade name, trademark or service marks used to identify Plexis as the source of a product or service; and (iv) any other similar rights, in each case on a worldwide basis.

2. All Intellectual Property and legal rights contained therein are and shall remain in Plexis, including but not limited to all title and ownership rights as well as all rights under patent, trademark, copyright and trade secret law. To the extent that any copyrightable Intellectual Property is not considered a "work made for hire" under the Copyright Laws, Customer hereby assigns, transfers, and conveys to Plexis all rights, title and interests in and to such copyrightable Intellectual Property and the copyrights therein. Customer shall take all actions reasonably necessary to protect the Intellectual Property from unauthorized use, access or copying. Customer shall not perform any action or utilize the Intellectual Property in any way for reverse engineering of the computer programs, algorithms, techniques, processes, methods, know-how or other related technology underlying or included in the Intellectual Property. Customer shall notify Plexis promptly on becoming aware of any unauthorized use of any part of the Intellectual Property.

3. "Confidential Information" means the terms of this Agreement, the Intellectual Property, and all other confidential information disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party"), in writing, by tangible media, orally or by inspection or demonstration, which, if in writing or other tangible form, is marked as "Confidential" or a similar designation or is acknowledged by the parties in this Agreement or other writing to constitute the Disclosing Party's confidential information. Each party agrees (i) not to use or disclose to any third party the Confidential Information disclosed to it by the Disclosing Party for any purpose other than as contemplated by this Agreement, and (ii) to protect the secrecy of and avoid unauthorized use and disclosure of the Disclosing Party's Confidential Information, including without limitation, using at least the same degree of care it uses to protect its own Confidential Information. Upon termination of this Agreement for whatever reason, or upon the request of the Disclosing Party, the Receiving Party will promptly deliver to the Disclosing Party all notes, drawings, memoranda, correspondence, documents, records, notebooks, printouts, disks, programs, electronic or magnetic storage media, and similar repositories of Confidential Information of the Disclosing Party, including all copies thereof, then in the Receiving Party's possession or under its control, and, upon the request of the Disclosing Party, certify in writing that such has been done.

2.9 NON-SOLICITATION

For the duration of this Agreement and for the period of one (1) year following termination hereof, Customer shall not, directly or indirectly, recruit or attempt to recruit any employee or agent of Plexis or otherwise initiate any offer or promise of employment with any employee or agent of Plexis without the prior written consent of Plexis. If permission is granted by Plexis to Customer and an employee or agent of Plexis is employed by Customer any time prior to the termination of this Agreement or the one (1) year period thereafter, then Customer shall pay a fee to Plexis in the amount of one (1) times the annual salary of such employee or agent for the year in which such employee or agent is employed by Customer.

SALES AGREEMENT

2.10 MISCELLANEOUS

1. ASSIGNMENT: This Agreement is not assignable by CUSTOMER without the prior written consent of Plexis. Any such attempted assignment shall be void.

2. NOTICE: All notices which CUSTOMER or Plexis may have cause to give to the other shall be delivered in writing, effective as of the time of sending, and effective if sent to the last known address of the party to whom it is directed.

3. APPLICABLE LAW AND FORUM: This Agreement shall be governed by the laws of the State of Indiana. Plexis and Customer hereby consent to exclusive personal jurisdiction and venue in the state or federal courts of Marion County, Indiana, and waive the right to object to such jurisdiction and venue.

4. SEVERABILITY: If any provision of this Agreement is held to be void or unenforceable by the courts in connection with litigation over this Agreement, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be void or unenforceable.

5. LEGAL EXPENSES: If there is a dispute or legal action concerning the subject matter of this Agreement, and if in that action Plexis prevails, it shall be entitled to recover its reasonable attorney's fees and other litigation or dispute resolution expenses, such as those for discovery proceedings, and employee expenses arising from pursuit of such legal action. If Plexis prevails only in part, then it shall be entitled to recover that part of its litigation or dispute resolution expenses relating to the matters on which Plexis prevailed.

6. ARBITRATION: Any controversy, dispute, or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance, or non-performance, or any breach thereof of may, at the option of either party be determined by arbitration in accordance with the rules of the American Arbitration Association. The costs and expenses of such arbitration, including the compensation of the arbitrators and the stenographer employed by them, shall be paid by the party choosing arbitration. The decision of the arbitrator shall be final and binding upon the parties hereto and may be entered as a final decree of judgment in any court of competent jurisdiction. After making of the award, which may include an award of damages, by the arbitrator as herein provided, either of the parties to this Agreement shall have the right to commence an action in any court of competent jurisdiction to enforce the award rendered hereunder.

7. DATE OF AGREEMENT: This Agreement shall be effective on the last date of signing by the parties.

8. AMENDMENT: This Agreement may only be amended by a writing which is executed by all parties hereto.

9. COMMERCIAL PURPOSE: CUSTOMER acknowledges that it is entering into this Agreement for a commercial purpose, and that this is not a consumer transaction.

10. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed to imply that a joint venture, partnership or agency relationship is created by and between the parties hereto.

11. DOCUMENTS CONSTRUED TOGETHER: This Sales Agreement, the Software License Addendum, and the Software Support Addendum shall be construed together as one document.

SALES AGREEMENT

13. WARRANTY DISCLAIMER: THE PRODUCTS, INCLUDING THE LICENSED SOFTWARE, AND ALL SERVICES PROVIDED BY PLEXIS HEREUNDER, ARE PROVIDED TO CUSTOMER "AS IS," WITHOUT WARRANTY OF ANY KIND, AND PLEXIS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE.

ARTICLE 3
Compliance with the Law

3.1 Plexis shall administer the software and provide all the products and services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

ARTICLE 4
Independent Contractor

4.1 It is expressly understood and agreed that Plexis is an independent contractor. The employees and agents of Plexis shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the Customer. Plexis's employees and agents shall not be entitled to any fringe benefits of the Customer such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Plexis shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income, social security taxes to the proper Federal, state and local governments.

ARTICLE 5
Modifications, Amendment or Waivers
of Provisions of the Agreement

5.1 All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

ARTICLE 6
Completeness of Agreement

6.1 This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, documents, or discussions, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have fully executed this Sales Agreement on the day and year indicated below.

TERMS AND CONDITIONS

A. DEFINITIONS:

1. "Licensed Software" refers to each of the computer products identified in Section 1.1 of the Sales Agreement and licensed to Customer under the Software Sublicense Addendum to the Sales Agreement, including the intangible information comprising the products and, as the context requires, every copy of the information. Additions, corrections, updates, and enhancements of Licensed Software also fall within the definition of Licensed Software.

2. "Error" is any failure of the Licensed Software to conform in all material respects to the functional specifications of the Licensed Software. However, any non-conformity resulting from Customer's misuse or improper use of the Licensed Software or combining or merging the Licensed Software with any hardware or Licensed Software not supplied by Plexis, or not authorized to be so combined or merged by Plexis, shall not be considered an Error.

3. "Error Correction" is either a Licensed Software modification or addition that, when made or added to the Licensed Software, establishes material conformity of the Licensed Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software, eliminates the practical adverse effect on Customer of such nonconformity.

4. "Enhancement" refers to any modification or addition that, when made or added to the Licensed Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Plexis as minor or major, depending on Plexis's assessment of their value and of the function added to the preexisting Licensed Software.

5. "Updates" means new commercially available versions of the Licensed Software, which new versions may include both Error Corrections and Enhancements.

6. "Normal Working Hours" are the hours between 8:00 a.m. and 5:00 p.m., Indiana Time, Monday through Thursday and 8:00 a.m. to 12:00 p.m., Indiana time, Friday, excluding regularly scheduled holidays of Plexis.

B. SERVICES: In accordance with the terms and conditions of this Addendum and the Sales Agreement, Plexis will provide to Customer the services set forth on Exhibit A attached hereto for the Licensed Software ("Support Services") subject to prompt full payment by Customer of all fees due hereunder and under the Sales Agreement. It is explicitly understood and agreed by the parties that this Addendum does not require Plexis to perform any services or to replace or provide any products as a result of the following:

1. Customer failure to carry out its responsibilities as provided in Section C below;

2. Malfunctions caused by the deliberate or negligent acts of persons other than Plexis;

3. Inadequate on-site facilities or the failure of equipment or systems, including, without limitation, equipment furnished by the telephone company, the power company, or by any other vendors of utilities, equipment or software; or

4. Any customizations or modifications to the Licensed Software made by Customer or any third party without Plexis's authorization.

C. CUSTOMER RESPONSIBILITIES: In order to facilitate the above services, a modem and communication software as specified by Plexis <u>must</u> be installed at Customer offices to allow for remote support of the software from our office over standard, voice-grade phone lines.

1. Customer shall direct all support calls to Plexis during Normal Working Hours. Before placing a call, Customer shall have the following information ready:

- Customer ID Code:_____
- Product or software description
- Nature of problem
- Name and telephone number for call back

2. Customer shall provide access to the Licensed Software and Customer's premises as necessary to enable Plexis to perform the Support Services, including but not limited to remote dial-in access to Customer's network for the purpose of troubleshooting and performing diagnostics. Customer agrees to give Plexis sufficient working space and time and access to the computer system during Normal Business Hours so that Plexis may install and maintain the Licensed Software and train Customer personnel.

3. Customer shall provide Plexis fee of charge all information and other services, including, but not limited to computer runs, dumps, reports, printouts, logs, data preparation, office accommodation, data entry, and photocopying, as necessary for Plexis to perform the Support Services.

4. Customer shall install and maintain, at Customer's expense, for the duration of this Addendum, telecommunications facilities and dial-in access to the Licensed Software for Plexis's use as required for Plexis to perform the Support Services.

5. Customer shall be responsible for protecting its system from risk of loss, damage or destruction. In the event of such loss, damage or destruction, the item of the system so lost, damaged or destroyed may be replaced at the expense of Customer. Customer shall maintain a complete backup of all of its data at all times.

6. Customer shall report any Errors to Plexis promptly and shall make reasonable efforts to assist Plexis in identifying, isolating, and duplicating any such Error.

7. Customer shall install each Error Correction, Enhancement, and Upgrade on a timely basis.

D. PAYMENT TERMS: After satisfaction of initial payment, Plexis will invoice Customer monthly. Additionally, standard charges, plus all additional fees and charges accrued, and all reimbursable expenses incurred, shall be invoiced to Customer at the time services are rendered. If the Customer fails to pay any charges when due and payable, Customer agrees that Plexis shall have the right to invoice and Customer will pay all costs, including reasonable attorney fees expended in collecting overdue charges and a late payment charge of 1.5% per month but not in excess of the lawful maximum on the unpaid balance.

EXHIBIT A
LICENSED SOFTWARE SUPPORT SERVICES

DESCRIPTION		Renewal Annual Support Fee
LICENSED SOFTWARE PRODUCT DESCRIPTION ecama™ Property Tax Assessment Licensed Software	**# LICENSED USERS** Thirty -Two (32) user license	
STANDARD SUPPORT SERVICES **During the Addendum term, Plexis shall provide the following services in support of the Licensed Software, during Normal Working Hours, for the standard annual support fee, plus any additional charges incurred as defined in this Addendum.** Plexis shall maintain a telephone, modem support and Email center during Normal Working Hours that allows Customer to report system problems with and seek assistance in use of the Licensed Software. Plexis shall maintain a trained staff capable of rendering the services set forth in this Addendum. Plexis shall provide Customer with one copy of each Error Correction, Update, and Enhancement as they are made generally available from time to time by Plexis or the vendor of the Licensed Software. Plexis shall provide product updates in a user installable format with documented operational instructions. **NOTE: In order to facilitate the above services, a modem and communication software as specified by Plexis <u>must</u> be installed at Customer offices to allow for remote support of the Licensed Software from our office over standard, voice-grade phone lines.**		**Property Tax Licensed Software** ecama™ **$47,600/year**

HOURLY SUPPORT SERVICES	Charges:
Programming services resulting from customer requests for modifications to existing Licensed Software, or programming required as a result of Customer not installing Licensed Software upgrades provided by Plexis on a timely basis will be charged time per the current Time and Expenses Schedule listed below. On-site assistance requested by Customer to install and operate new updates shall be billable at the rates specified below. Remote assistance requested by Customer to install upgrade distributed prior to the most recent, shall be billable at the rates specified below. If Plexis is required to respond to Customer requests for support outside of Normal Working Hours, Customer will be charged per the Current Time and Expenses Schedule listed below. In the event Plexis is requested by the Customer to provide remote support services outside the scope of normal support of the Licensed Software applications covered herein (i.e. NOS or technical hardware support, data correction resulting from user error, customer training outside normal support, ongoing support of "custom modifications"). **On-site time resulting from customer not providing adequate communications as outlined above, regardless of the nature of the problem, will be charged per the current Time and Expenses Schedule listed below.** Plexis may, from time to time, offer major product enhancements to its customers generally for an additional charge. Plexis shall allow Customer to purchase or license each Enhancement for a percent off the retail list price. Plexis shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Software, provided that such assistance, if agreed to be provided, shall be subject to the standard Time and Expenses Schedule. Plexis will provide certain data conversion services to Customer as mutually agreed by Plexis and Customer, and all such services shall be billed at the rates specified below.	As per time and expense schedule described below:
Hourly Support Service Rate Schedule On-Site Application, Training and/or Support Remote Application Training (TeleTraining) Programming Services Commute Time (portal to portal) Out-of-pocket reimbursable expenses will be invoiced at cost. (lodging, auto rental, overnight meals, etc.)	 $ 120.00/hr $ 90.00/hr $ 150.00/hr $ 120.00/hr

SOFTWARE SUBLICENSE ADDENDUM

attached to and made a part of the Sales Agreement dated _____

THIS SOFTWARE SUBLICENSE ADDENDUM ("Addendum") is incorporated into and made part of that certain SALES AGREEMENT entered into on _____ by and between Plexis Group, L.L.C. and ("Plexis") and Porter County, Indiana ("Customer").

1. Definitions

(a) "Licensed Software" means the computer program listed in Section 1.1 of the Sales Agreement, including all instructions or statements in machine-readable form; concepts and techniques embodied and expressed in such programs; any documentation relating to or describing such programs; and each copy, update, improvement, or modification of all or any part of such programs and documentation, in any medium, delivered to Customer in accordance with this Addendum.

(b) "Authorized Users" means the number of Customer's users that are authorized hereunder to use the Licensed Software, as set forth in Section 1.1 of the Sales Agreement.

(c) "Third Party License" means the terms and conditions of each of the Third Party Vendors of the Licensed Software, attached hereto as Exhibit A-1, A-2 etc., and incorporated herein by reference.

(d) "Third Party Vendor" means the owner(s) of Licensed Software. doesn't exist.

2. License

ok

Plexis hereby grants to Customer a personal, non-exclusive and non-transferable license to possess the Licensed Software and to use (load, transmit, execute, store and display) the Licensed Software for no more than the Authorized Users, provided that such use is in compliance with the terms of this Addendum and all applicable Third Party Licenses. All computer programs provided by Plexis to Customer as part of the Licensed Software will be provided in machine-readable form and any documentation provided as part of the Licensed Software will be provided to Customer in human-readable form. No license is granted with respect to any source code for the Licensed Software. Any use of the Licensed Software by more users than the Authorized Users shall require an extension of the licenses granted hereunder to include an addition to the Authorized Users.

3 Retention of Title

ok

Title to and ownership of the Licensed Software, all parts thereof, and any modifications or derivatives thereof, and to all intellectual property rights, including, without limitation, patent, trademark, copyright, and trade secret rights in and to the Licensed Software are and shall remain in Plexis or the respective Third Party Vendors of the Licensed Software.

→ RIA

One company buy then process several diff. counties.

4 Fees

Customer shall pay to Plexis the fees specified in Section 1.1 of the Sales Agreement for the Licensed Software in accordance with the terms of payment specified therein.

5. Use Restrictions

? (a) Customer shall not grant any sublicenses related to the Licensed Software to any person or entity and shall not use the Licensed Software in connection with the performance of data processing services as a service bureau for any third party.

(b) Customer shall not reverse engineer, decompile or disassemble the Licensed Software or any portion thereof, nor otherwise attempt to create or derive the source code. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Licensed Software or any part thereof is likely to cause irreparable injury to Plexis and/or its suppliers, who shall therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Addendum.

Could Brian B. be considered a violation?

6. Warranties and Disclaimers

(a) Plexis warrants to Customer solely that it has the right to grant to Customer the licenses set forth in this Addendum. Any warranties relating to the Licensed Software or its operation are provided exclusively by the applicable Third Party Vendor pursuant to its Third Party License.

(b) PLEXIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE LICENSED SOFTWARE, AND PLEXIS SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED

WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, LATENT DEFECTS WITH RESPECT TO THE LICENSED SOFTWARE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

7. Term and Termination

(a) This Addendum is effective as of the date of delivery of the Licensed Software to Customer and shall remain in effect until terminated by Customer or Plexis as set forth in this Section 7, or until Customer discontinues use of the Licensed Software.

(b) If Customer fails to comply with any of the terms and conditions of this Addendum, including, but not limited to, failing to make any required payments or violating the terms of Section 2, Plexis shall notify Customer in writing of such failure, setting forth the details thereof. Customer shall have thirty (30) days from the date of receipt of such notice to cure the failure to comply. If Customer does not cure the failure within the thirty (30) days, then Plexis may terminate this Addendum with respect to the Licensed Software at issue, or terminate the Sales Agreement in its entirety, by giving written notice to Customer and termination shall be effective upon delivery of such written notice of termination to Customer.

(c) Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Licensed Software and all portions and copies thereof as directed by Plexis and, if requested by Plexis, shall certify in writing as to the destruction or return of the same.

8. Indemnification

Customer shall indemnify and hold harmless Plexis for any loss, cost, or expense suffered or incurred in connection with any claim, suit or proceeding brought against Plexis arising out of: (i) a claim that the use, manufacture, sale, or licensing of any Licensed Software delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Plexis hereunder constitutes an infringement because of such modification, alteration, or combination; or (ii) Customer's violation of any of the terms herein or in any of the Third Party Licenses.

9. Third Party License Terms

If there is any conflict between the license terms set forth in Section 2 hereof and the terms of a Third Party License, the terms of the Third Party License shall control with respect to the Licensed Software governed thereby.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE TERMS AND CONDITIONS ABOVE, UNDERSTANDS THOSE TERMS AND CONDITIONS, AND AGREES TO BE BOUND BY THEM

IN WITNESS WHEREOF, Plexis and Customer have executed this Software Sublicense Addendum.

PLEXIS GROUP, L.L.C. (Plexis)	(Customer)
Signed	Signed
Printed Thomas C. Lawson	Printed
Title President	Title
Date 9/11/01	Date

329018

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

— Since RIA owns NO part of software is this exhibit unless void?

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 now 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.

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

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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 of 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.

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.

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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: _____ Date: _____

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: _____

Plexis Group is an authorized Reseller of the Marshall & Swift Data.