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Hamer Enterprises®

4200-A N Bicentennial Dr
McAllen, Texas 78504

Telephone: 956:682-3466
Fax: 956:682-0906
www.HECorp.com

May 17, 2007

Mr James Kopp
Porter County
Administration Center
155 Indiana Avenue Suite 204
Valparaiso IN 46383

Ref: Application Software Purchase Agreement

Dear Mr Kopp,

Please find enclosed, one duly executed Application Software Procurement and Implementation Services Agreement for your records.

Sincerely,

Sharee Salazar

Sharee Salazar
Contracts Administrator

Hamer Enterprises®

APPLICATION SOFTWARE PROCUREMENT AND IMPLEMENTATION SERVICES AGREEMENT

HAMER ENTERPRISES whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as HE) and **PORTER COUNTY**, at 155 Indiana Avenue, Suite 107, Valparaiso, Indiana 46383, (hereinafter referred to as CLIENT), a licensee of HE software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for a total solution for a Property Assessment Administration System and HE has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the purchase, implementation and support of same.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. CONTRACT:

The Contract consists of:

A. This document and

B. EXHIBITS A through J, attached hereto.

2. APPLICATION SOFTWARE AND WORK TO BE PERFORMED:

Subject to the provisions hereof HE agrees to supply the application software and services as defined herein (cumulatively hereinafter referred to as the "SYSTEM") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. PAYMENT:

In consideration of supplying the SYSTEM, the CLIENT shall pay HE an aggregate cash consideration of $ 215,620 United States Dollars in accordance with the progress payments schedule set forth below. This aggregate cash consideration is exclusive of all present and future federal, state or local sales, use, excise or processing taxes or any other tax or charge, that is or may be imposed upon the product and services provided herein save taxes on net income. HE's failure to include or correctly compute such taxes on its invoices shall not relieve the CLIENT of its obligation hereunder. HE will submit invoices to the CLIENT in accordance with said schedule and the CLIENT shall pay such invoices upon receipt thereof. Invoice information provided in accordance with Exhibit H.

EXHIBIT C is a Project Schedule of the estimated delivery timeframes of each milestone of the SYSTEM which governs the payment schedule consistent with the following:

MILESTONE		PAYMENT
I. Execution of Agreement:		
50% of License Fees	$	49,110
II. Delivery of Application Software:		
30% of License Fees	$	29,466
10% upon acceptance by Auditor- Treasurer	$	9,822
10% upon State Certification, but not later than 06/30/2008 as long as HE commits in writing to complete State Certification. Payment and sign-off should no be reasonable withheld.	$	9,822
III. Delivery of Client Services		
Implementation Model per HE's Proposal	$	104,900
Travel and per diem expenses will be invoiced as accrued.	$	12,500
Total Agreement Amount	$	**215,620**

The parties shall mutually agree upon reasonable timeframes for the project milestones referenced in Exhibit C. Failure to meet the mutually agreed upon timeframes, shall be a valid ground for termination of this agreement.

4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):

HE shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD") following the receipt from the CLIENT of an executed Application Software Procurement and Implementation Services Agreement. The ISD shall include, but not be limited to:

A. Management Overview

B. Project Strategies and Critical Success Factors

C. Project Benefits

D. Project Concerns and Constraints

E. Project Size, Scope and Phasing Outline

F. Technical Plan

G. Project Organization Plan

H. Training Plan

I. Project Resource Balancing Plan

J. Implementation Plan

K. Policies and Administration Plan

L. To Do List

M. and such other items delineating the SYSTEM and the work to be performed by HE as the parties may mutually agree upon by both parties.

The parties agree to cooperate with each other in the preparation of the ISD. The ISD must be mutually agreed upon by both parties. HE agrees to perform the work and provide the SYSTEM in the manner specified in the ISD.

The parties further agree that the Project Schedule contemplates acceptance of the ISD by the CLIENT within a reasonable length of time and such time shall not impact the work schedule.

5. SYSTEM ACCEPTANCE:

A. PROJECT MILESTONES

Project Milestones are delineated in Article 3. HE shall certify in writing to the CLIENT when each Project Milestone of the SYSTEM supplied by HE hereunder is delivered and ready for acceptance. Within ten (10) working days following the receipt of the certification of delivery, the CLIENT shall respond to HE in one of the following manners:

i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SYSTEM is accepted; said response shall constitute final acceptance of the services delivered or

ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify HE. Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until HE conforms the SYSTEM to the specified requirements. Failure by the CLIENT to make any response to HE within a ten (10) working day period shall be deemed final acceptance of the services delivered.

B. FINAL APPLICATION SOFTWARE ACCEPTANCE

CLIENT shall accept the qualitative performance of the SYSTEM when it has been satisfactorily demonstrated to the CLIENT to operate in substantial accordance with the delivered ISD. Final Acceptance Testing will consist of actual operation of each application area by CLIENT personnel for a period of thirty (30) days. The Final Acceptance test plan is detailed in the mutually accepted ISD.

CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the services delivered do not conform to the requirements of this Agreement, it shall so notify HE thereof within the above-stated ten (10) days and shall point out with particularity wherein the services fail to so conform. In the event CLIENT finds the services conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify HE in writing of this fact, which notification shall constitute final acceptance of the services delivered. Should CLIENT fail to respond within the ten (10) days, the services shall be deemed accepted.

6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D. HE will provide adequate insurance for risk of loss or damage in transit.

7. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond HE's reasonable control plus a reasonable time to accommodate adjustment to such extension. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

8. TERMINATION BY THE CLIENT:

In addition to any other right to terminate set out herein, if HE should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If HE should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement, the CLIENT shall give HE sixty (60) calendar days to cure such deficiencies caused by HE.

9. APPLICATION SOFTWARE LICENSES:

HE grants to the CLIENT and the CLIENT hereby accepts a nontransferable, non-exclusive license to use the application software system itemized in principle in EXHIBIT E. Concurrent with this Agreement the parties will execute the HE Application Software License Agreement attached hereto as EXHIBIT E.

10. WARRANTY:

HE warrants its application software to be free from defects or imperfections that would prevent system performance according to the specifications set forth in HE's published material, proposal or contract and State of Indiana published certification requirements, for a period of six (6) months after acceptance of each application software module by the CLIENT. If any reproducible error or defect occurs within the warranty period, HE will correct the application software at no cost. HE will give the CLIENT an estimate of the time to correct the defect and perform the warranty services during its normal forty (40) hour work week.

The attached EXHIBIT E, Application Software License Agreement, contains additional terms and conditions regarding Application Software Warranty and limitation of liability

thereunder. Nothing in EXHIBIT E shall be construed to void the warranty set forth above.

11. APPLICATION SOFTWARE SUPPORT SERVICES:

Contracted HE application software products are to be eligible for on-going contractual support services, see EXHIBIT F. The execution of the Application Software Support Services Agreement establishes the level of HE's continuing commitment to the support of its software.

12. CUSTOM SOFTWARE WORK:

HE will provide future software programming services to the CLIENT whenever such services are requested which are outside the scope of the warranted ISD or Software Product Descriptions at the then current and published rate. Additional services, which require HE personnel to travel from their own premises, will be provided at the current rate is $150-$225 per hour. . These fees do not include HE travel, lodging, meals, materials and related per diems.

13. CHANGES:

The CLIENT may request changes in the scope of services to be performed by HE hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due HE for the change in scope.

14. FACILITIES:

During the course of this Agreement, the CLIENT shall provide HE personnel with adequate work space for technicians and other related facilities as may be required by HE to carry out its obligations enumerated herein.

15. CLIENT RESPONSIBILITIES:

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SYSTEM. The CLIENT will be responsible for maintaining the computer hardware and peripherals as well as providing and installing communications networks including all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SYSTEM and interfaces to other computer databases and associated remote terminals.

The CLIENT will be responsible for all communications console installations or modifications. The CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will make available system computer time as requested by HE for any required tailoring, testing or support of the SYSTEM software, for use by the CLIENT. The CLIENT will designate a Project Manager to be the liaison with HE. The Project Manager will be available during normal business working hours for consultation. The CLIENT will make available all necessary supplies such as paper, magnetic tapes and/or disk packs.

16. LIMITATIONS:

HE's sole liability under this Agreement shall be for providing the SYSTEM that conforms

with State of Indiana quidelines. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

17. WORK HOURS AND SAFETY STANDARDS:

HE and CLIENT agree that (a) each laborer shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

18. WORKER'S COMPENSATION:

HE certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of said laws, and it certifies that it will comply with such provisions and will provide upon request proof of such compliance to the CLIENT.

19. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

HE shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, HE warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

20. INSURANCE:

HE will provide proof of comprehensive general liability in amounts satisfactory to the CLIENT and will provide such upon contract execution.

21. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

22. COVENANT AGAINST CONTINGENT FEES:

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to

terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

23. INDEMNIFICATION:

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of HE under this Agreement or of HE's employees, agents, successors and assigns;

B. any and all injury or damage to or destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of HE, or in proximity to the site of HE's work, caused by any acts, negligent or otherwise, of HE, its agents, employees, successors and assigns under this Agreement or of HE's employees or agents;

C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of HE under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;

D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and

E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

24. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, HE will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that HE shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in HE's opinion the products are likely to become the subject of a claim of infringement, HE will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as established by HE. HE shall not have any liability to the CLIENT if the alleged

infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by HE or (ii) the furnishing to the CLIENT of any information, service or applications assistance. The CLIENT shall defend and hold HE harmless against any expense, judgment or loss for alleged infringement of any patents, copyrights or trademarks which results from HE's compliance with the CLIENT's designs, specifications or instructions. No cost or expenses shall be incurred for the account of HE without the prior written consent of HE. In no event shall HE's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to HE by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of HE with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

25. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SYSTEM technical conflict requiring interpretation.

B. This Agreement and any EXHIBITS or AMENDMENTS hereto

C. The HE proposal

The venue for this and all associated agreements shall be Porter County, Indiana.

26. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue through implementation of the SYSTEM, unless sooner terminated or extended as herein provided.

27. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. STATE OFINDIANA LAWS:

This agreement shall be governed according to the laws of the State of Indiana.

29. CONTRACT REPRESENTATIVES:

The HE and CLIENT project teams including the Project Managers are set forth in EXHIBIT G. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

30. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

31. GENERAL:

This Agreement, EXHIBITS A through J and the HE Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between HE and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

32. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

HAMER ENTERPRISES
4200-A N Bicentennial Dr
McAllen, Texas 78504
Attn.: William C Hamer / Project Manager
Phone #: 956:682-3466
FAX #: 956:682-0906

PORTER COUNTY
155 Indiana Avenue, Suite 107
Valparaiso, Indiana 46383
Attn.: Mr James Kopp / Project Manager
Phone #: 219:465-3350
FAX #: 219:465-3806

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their duly authorized officers as of the date below.

HE:

HAMER ENTERPRISES

Authorized Signature

William C Hamer
Typed

CEO
Title

05/17/2007
Date

CLIENT:

PORTER COUNTY

Authorized Signature

Robert Harper
Typed

Board of Commissioners
Title

5/10/07
Date

Authorized Signature

James K. Kopp
Typed

Porter County Auditor
Title

Authorized Signature

James R. Murphy
Typed

Porter County Treasurer
Title

33. EXHIBIT A: APPLICATION SOFTWARE PRODUCT DESCRIPTION

Hamer Enterprises®

Tax Billing, Collection Auditing and Administrative System

EZ-TAX Version 3 Release 5

Software Product Description (SPD)
As of 01/01/07

DB2 Database Version

Copyright 2007©
Hamer Enterprises
4200 A North Bicentennial Drive
McAllen, TX 78504

Integrated Products

[redacted]

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1. EZ-TAX REAL ESTATE & PERSONAL PROPERTY

1.1. INTRODUCTION

Is Tax Office automation on your mind? Whether you are a computer novice just beginning your journey through Tax Office automated solutions or an old pro looking to bring your office up-to-date, there are key issues in selecting an Automated Solution which require your insight, fore-thought and just plain "asking the right questions".

Through the years, we at HE have found that if you, the potential user, solicit responses to a few key issues NOW - it could save you much anguish and embarrassment - not to mention time and money in the long run.

The HE **Tax Billing & Collection System (EZ-TAX)** efficiently provides taxing authorities with the tools necessary to assist in alleviating most of the labor intensive cost burden of maintaining and tracking the enormous amounts of data required to bill and collect ad valorem property taxes.

With or without the implementation of an optional HE CACHE-MATE™ cash drawer component system and/or Bar Code/OCR wand, the system has the capability to easily handle multiple tasks at a single workstation. The tax professional may inquire by a number of user defined keys including - account number, owner's name, location address, legal description, etc. He or she may audit current or delinquent accounts, post payments, print receipts, and run end-of-day balances, including detailed audit reports in spreadsheet form, and entity allocation and fund distribution reports. EZ-TAX incorporates escrow, split, installment, and partial payment techniques for collection and accounting ease - utilizing cash, check, and credit card processing. The dynamic capabilities inherent in the tax collection system minimize much of the burden in the peak months of the taxing season - when it counts!

EZ-TAX incorporates the latest in "pop-up" window technology. Through the use of specific function keys, pertinent information regarding a field's use, and content, is instantly at the tax professional's fingertips. If the user is unsure as to how a specific field interacts with EZ-TAX, they simply press the <HELP> key. By pressing the <HELP> key, a description of the current field may be obtained, defining the type of information to input, and its interaction with the other fields.

If the tax professional's cursor is located in a "coding field" which interacts with a table, the user simply presses the <TABLE> key to display the contents of the applicable table. Once the table "pops-up" on the terminal, the user simply chooses from the available options. These added EZ-TAX functions take the guesswork - which has been the cause of many valuation errors in the past on comparable systems - away from the data entry session.

During a data entry or data audit session, the EZ-TAX user has the flexibility to move among EZ-TAX's screens in order to adequately define the host account. Each screen logically flows to the next, and all screens are accessible to each other with the simple touch of a function key.

1.2. SUBSYSTEMS

* Payment Processing Subsystem
  - General Payment Posting Utility
  - Mass Payment Posting Utility (Current & Delinquent)
  - Mass Payment Posting Utility (Current Only)
  - Mass Payment Posting Utility (With Mailer Receipt)
  - Mass Payment Posting Utility (Multiple Accounts by Account Number, Owner or Owner ID)
  - Mass Entry for Batch Posting
  - Batch Payment Posting Preparation
  - Batch Payment Posting Utility (Mass Entry and Pay-By-Tape)
  - Batch Payment Posting Utility (Remittance Processor)
  - Over-65 Quarterly Payment Posting Utility
* Refund Processing Subsystem
  - Refund Reason Code Table
  - Refund Interest Code Table
  - Refund Letter Code Table
  - Refund Letter Generation
  - Refund Check/Letter/Requisition Processor
  - Refund Check Register With Fund Distribution
  - Refund Status Report (Paid/Unpaid)
  - Refund Origin Report (From Adjustment/Overpayment/Early Payment)
  - Master Refund File Contents Report
* Mortgage Company Processing Subsystem
  - Mortgage Company Description Table (6 Characters)
  - Mortgage Company Listing
  - Mortgage Company Statements and Listings (With multiple Bar Code types)
  - Pre-Pay-By-Tape Mass Payment Posting Audit
  - Pay-By-Tape Mass Payment Posting Utility
* Event and Instrument Tracking Subsystem
  - Letter/Instrument Description Table
  - Address Source Table
  - Suit and/or Account Link Code Table
  - Event/Action Status Code Table
  - Taxpayer/Defendant Description Table
  - Compliance Officer User Code Table

- Installment Agreement Generation Utility
- Letter Generation Utility
- Instrument Generation Utility

1.3. SCREENS

* Master Screen
* Tax/Appraisal History Screen
* Current Tax Screen
* Adjustment History Screen
* Delinquent Tax Screen
* Payment History Screen
* Tax and Fee Summary Screen
* Refund History Screen
* Account Notes

1.4. GENERAL FEATURES

* Current and Delinquent Inquiry By User Defined Keys
* Unlimited on-line Adjustment and Payment History
* File Maintenance and Adjustments
* Abatement Processing
* Automatic fee, penalty and interest posting
* On-line Counter and Mail Tax Payment Posting
* Mass Billing and Payment Posting
* Bar Code/OCR Payment Processing
* High Speed Pay-By-Tape Posting
* Cash/Check/Credit Card Processing
* Spreadsheet
* Automated Entity Check Writing
* Installment Processing
* Capability to collect for unlimited number of jurisdictions
* Automated Refund Processing
* Complete Audit Trail Utility
* Adjustment Beginning Balances Insertion
* Current Tax File Value and Levy Recalculation

* Current to Delinquent and Tax History Processor
* Delinquent Tax Tape Generation Utility
* Purge Zero Balance Delinquent Records
* Automated Return Mail Processor
* Control File Generation Utility
* Letter Generation Utility
* Quick Tax Summary Screen
* End of Year and Status Code Processor
* Automatic Ag Rollback Utility

1.5. ADMINISTRATIVE FEATURES

* Easy to use on-line menu builder
* Completely menu driven (Data Base Management, Tables Maintenance, Reports and Utilities)
* HotKey and Acronym FastPath capabilities for immediate access to often used documents, screens and menu line items. After entering the search key, all screens accessible to each other with the simple touch of a function key, i.e. the user does not have to back out to a menu every time to look at current data versus delinquent data. C14 Screen Options Key: This is the key which is utilized to move among the variety of screens present within the system. By pressing this key the user accesses the screen options menu. The user then selects the desired screen by entering the option number. The selected screen is then displayed on the terminal screen and associated tasks may be performed as they relate to the subject account.
* Query Report Processing Speed of 100,000 parcels per minute.
* Security file maintenance and incremented "user rights" levels. Through the use of a "Sentry File" the designated Security Manager has the ability to assign a unique set of rights to each user which will enable them to perform their assigned tasks within the system. The security file contains the user's name and unique ID, along with the following multiple entry field's (1) menu names, (2) menu line item options, (3) DBM screen names, (4) passwords and (5) access rights, as defined by the Security Manager. For example, a given user may be assigned a read only login. Such a login would allow this user to view the data associated with a subject account, but not allow any updates, etc. The Security Manager may assign any of the following system rights alone or in combination:
  - Read Only: Allows the user to view the data associated with an account. The system will not allow the user to write the data back to the disk. The system will not update the User ID or Last Update Date on the Status Screen running under this option.

- Update: Allows the user to make changes in an already existing account.
- Add: Allows the user to create new accounts.
- Delete: Allows the user to delete accounts.
- Menu Access: Allows the user to access a menu line item.
- Screen Access: Allows the user to access a particular DBM screen.
- Password Access: Allows the user to access a menu line item via password protection.

* Menu Driven Partial System and Full System Backup -- Daily, Weekly, Full File. Also "Save while active" parameter.

* Ability to table load owners names and addresses by owners code OR type in names and addresses independently without the use of owners codes. EZ-TAX provides for the expeditious entry of multiple property owners (those who own many properties within the boundaries of the jurisdiction) through Owners Code processing. The Owner ID Code is a 3 character, alpha numeric field with an active table key. This functionality is very useful in the production of high level or state mandated reports, mass mailing address changes by owner and bundled mailings. This field is tied to an owner's code table which holds codes, names, main and alternate mailing addresses as well as phone numbers. The input of a valid ownership code "writes" the associated address information to fields 02-07. This aids in the processing of clear, clean, consistent mailing addresses for large property owners.

* User defined tables include the following:
  - Property Type Codes
  - State Codes
  - Fixed and Variable Fee Codes
  - Supplemental Type Codes
  - Adjustment Reason Codes
  - Adjustment Type Codes
  - Account Link Codes
  - Payment Tender Codes
  - User Defined Status Codes (w/ Delinquent Processing Flags)
  - Alternate Payment Method Codes (w/ Delinquent Processing Flags)
  - Letter Descriptions and Codes
  - County Description Tables
  - School Description Tables
  - City Description Tables
  - Special District/Fund Description Tables
  - Previous Year Rate Maintenance and Fund Allocation

- Jurisdiction Code/Description Help Table
- Exemption Codes
- Owner Identification Codes
- Operator/Teller codes & Passwords
- Collection Fee Rate Maintenance Table
- Custom Site Parameter Table (Use STRDFU)
- Owner Description Table
- Mortgage Company Description Table (6 Characters)
- Agent Description Table

* The majority of owner's in a given property management database own a single property, therefore it would be very inefficient and unnecessary to use Owner's Code Processing in this situation. EZ-TAX efficiently allows for the single entry of name, address, city, state and zip code directly into the data base field's in this situation, thereby alleviating time consuming redundant table/database entry for a single property owner.

* EZ-TAX complies with the Certified Mailing Address Standards (CASS). In March 1993 the Federal Government awarded HE the "Coding Accuracy Support System Quality Certification" Designation. What this means is that HE is now qualified, through their software, to not only accurately and efficiently maintain records, but to automatically enhance the integrity of YOUR property based information.

  As of March 21, 1993 all bulk mail parcels must include a carrier route ID, as well as spelling and abbreviation standards associated with Street Directions, Street Names and Street Types, in order to qualify for the GREATEST POSTAGE DISCOUNTS with the U. S. Postal Service. This process is called "CASS" certification, (**C**oding **A**ccuracy **S**upport **S**ystems) and the mailing addresses in your database must "pass" this certification before every mailing after March 21st in order to obtain the greatest discounts. This will affect ALL mailings from this day forward -- not only for you, but for all of the entities for which you supply "the mailing address". For more information about CASS Certification, please contact the Hamer Enterprises/HE Services Group.

* The following outlines the EZ-TAX Account QuickSearch Utility:

  - When adding new accounts to the database the user needs to only input a unique account number. The system will then verify the length and uniqueness of the number and then allow the user to add the record. For the purposes of updating and deleting accounts, there are three methods of retrieval:
  - If the account number is known, the user simply enters the number followed by [Enter]. If the account number is on file, EZ-TAX will pull up all the associated data and place the user in "update" mode. If the account number is not on file, EZ-TAX will place the user in "add" mode.

- If the account number is not known, the user may press the [F16] key to invoke the Inquiry Screen for additional search options. Once the Inquiry screen is invoked, a prompt will appear listing the following search options: [A]ccount Number, Alternate [K]ey, [N]ame, or [L]ocation. The user then chooses a search option by entering the bracketed letter of the search option followed by [Enter].
- Upon selection of either the [A]ccount, Alternate [K]ey, or [N]ame search option, the user enters the search string. This will bring up a listing of all accounts which directly match the search string. If the search option was "[N]ame" and the search string was "SMI", the listing would bring up all accounts where the owners name began with "SMI". Likewise if the selected search option was "[A]ccount" and the search string was "B1223", the listing would bring up all accounts where the account number began with "B1223" and so on.
- Upon the selection of the [L]ocation search option, the user is prompted for Street Number, then Street Name, the Location City. An [Enter] will enact a partial search string and Inquiry will match all Street Numbers, Street Names and/or Location Cities it can and display records matching the string in address order. For instance, if you wish to see 1241 Astoria, you should type "1241" when prompted for Street Number and "Astoria" when prompted for Street Name. If you wish to see the 1200 block of Astoria, you should type "12" when prompted for Street Number and "Astoria" when prompted for Street Name and so on.
- The following information is displayed per account: (Column 1) Selection line #, (Column 2) Account #, (Column 3) Name and (Column 4) Parsed Location. If there is a large volume of accounts which match the search string, the user may move forward and backward by using the [F13] and [F12] keys. Once the subject account has been located, it may be brought to the Master Screen for verification by entering the applicable line number followed by [Field Exit]. The system then severs the Inquiry tie and the selected account is made available for update.

* [NEXT SCREEN] Key ([F13]) and [PREVIOUS SCREEN] Key ([F12]) Note: By selecting an alternate inquiry option, the user "redefines" the [NEXT SCREEN] and [PREVIOUS SCREEN] keys. If the user accesses the account via an account number, the [F13] key accesses the "next" account in account number order. If the user accesses the account via an owner's name, the [F13] key accesses the "next" name in name order and so on. The same logic applies to the [F12] [PREVIOUS SCREEN] key.

* Hardcopy and On-line Tax System Documentation with key word search and chapter inquiry. Our Hardcopy and On-line Tax System User's Documentation is updated quarterly and distributed throughout our user network in both hardcopy and machine readable form. The machine readable documentation is downloaded into our EZ-DOC℠ utility for immediate user access.

* Complete On-line "Help" through "point and touch", question and answer and field prompting.

* On-line "Help"? Cursor Sensitive.

* Field by Field (opposed to Screen by Screen) data verification. Through our proprietary "FIELD ACCESS" program coding techniques, we have transformed the data entry session into a true interactive session. HE has developed intelligent processes to efficiently interact with the host system's "Native" utilities to provide the user with instant field entry answers -- NOW -- when the tax professional most needs them. Typically, in other data entry scenarios -- on other vendor's systems, the user has to wait until the entire screen is filled out and completed before he knows if the data he inputted ten minutes ago is valid. If the professional's cursor is located in a "coding field" in an EZ-Product which interacts with a table, the user's entry is INSTANTLY validated, adding efficiency, reliability and saving much time and hard cost at the data entry or inquiry session.

* On-line access to coding tables from data base coding field's utilizing new "pop-up" window technology (without exiting to menu). EZ-TAX incorporates the latest in "pop-up" window technology. Through the use of specific function keys, pertinent information regarding a field's use and content, is instantly at the tax professional's fingertips. If the user is unsure as to how a specific field interacts with EZ-TAX, they simply press the <HELP> key. By pressing the <HELP> key, a description of the current field may be obtained, defining the type of information to input and its interaction with the other field's.

  If the tax professional's cursor is located in a "coding field" which interacts with a table, the user simply presses the <TABLE> key to display the contents of the applicable table. Once the table "pops-up" on the terminal, the user simply chooses from the available options. These added EZ-TAX functions take the guess work - which has been the cause of many valuation errors in the past on comparable systems - away from the data entry session.

* All EZ-TAX Systems are delivered with a complete set of base models, cost schedules and other Real Estate Property Characteristic and Coding Tables.

* Client/Server, Personal Computer and/or **GUI** interface for spread sheet, word, document and form processing and database management -- including system interface for off loading information for PC based form letters, event tracking, Automated ARB/BOE processing, tracking and etc.

* OCR Fonts A & B, as well as all bar code scanner interfaces for Exemption and Agriculture Application Processing, Personal Property Rendition/Return Processing and other form mail/entry processing.

* After accessing an account, <u>all</u> <u>Database</u> <u>Management</u> <u>screens</u> are accessible to one another with the simple touch of a function key. The EZ-TAX system consists of a variety of screens and program tools, each of which is designed to flow logically to the others. To move among the screens present within the EZ-TAX system, the user simply presses the appropriate "Screen Options" key. When this key is pressed, the Sentry file

is checked for user security clearance and a listing of tax screens which are available at the user's security clearance level, will window on the terminal.

* Unlimited Area Codes and Tax District Codes and associated Taxing Entity Tables holding Contact Names, Return Addresses, Rates, Exemption Codes and Exemption Worth to the Entity (including local options), Discounts for early payment of taxes, etc.

* Provides full system integration and data passing to EZ-CAM, the HE Computer Assisted Mass Appraisal, Assessment Reporting and Appraisal/Assessors Office Administrative System. EZ-CAM and EZ-TAX are totally integrated. To understand the term "integration" one must consider the alternative.

  Alternate "Combined System" Approach: Most software vendors practice what is many times referred to as an "integrated approach", but is really a "combined approach". For instance, an Appraisal or Assessor's System is developed by one set of programmers in one part of the Country using their adopted standards, terms, logic, screen design, etc. A County Tax Office System is developed by another set of programmers in another part of the nation using their standards, terms, logic, screen design, etc. Some years later, after both systems are complete, they are then patched together to operate as a "whole". Screens do not work the same, to perform one function in one system you use a certain key, to perform the same function in the other system you use another key. Enhancements and legislative changes become cumbersome because the systems were not written from the ground up to be "integrated" and there is rarely any uniformity. Each system may perform adequately in its own right independently, but in an integrated environment, a "combined" solution is usually never the best approach.

  Integrated Approach: HE adopted an "Integrated Approach" of system design and development early in our business life. This means that our systems were built from the foundation up, following a strict set of technical specifications, to insure total integration.

  The same System Design and Programming Team developed EZ-CAM and EZ-TAX using strict coding and logic standards. The screens are exactly the same and operate in the same manner, the report prompting logic is the same, the record add/update/delete functions are the same, the purpose of particular function keys in EZ-CAM are the same as in EZ-TAX, the positive/negative logic is the same, the passing of supplemental and correction data is very smooth and efficient, etc. Future enhancements and legislative changes may be performed very efficiently and timely because there is TOTAL consistency between the homogeneous systems.

  This increases productivity tremendously. If one knows how to get around the EZ-CAM system, one can get around the EZ-TAX system. If one knows what a function key does in one system, one knows for the other, etc. It also places first time users and new employees in production much quicker.

* Abatement processing including abatement profiles: Like most modules in EZ-TAX, abatement processing is a table driven process. Through the use of a unique Exemption Code on the Master Screen, an Abatement Exemption Class in the Exemption Tables and the Abatement record in the Abatement Profile, abatement processing and tracking is accomplished in a very thorough and efficient manner.

  The Abatement Profile Table is used to list general administrative information and unique abatement information by entity for each record in the Jurisdiction which is involved in Abatement Processing. If an account holds an exemption code which has an exemption class of "A" in the exemption tables, EZ-TAX traverses the Abatement Profile for the account number and based on the data in the Abatement Profile, an alternate Net Taxable Value and/or levy is calculated.

* After accessing an account, all Database Management screens are accessible to one another with the simple touch of a function key. The EZ-TAX system consists of a variety of screens and program tools, each of which is designed to flow logically to the others. To move among the screens present within the EZ-TAX system the user simply presses the appropriate "Screen Options" key. When this key is pressed, the Sentry file is checked for user security clearance and a listing of real estate screens which are available at the user's security clearance level, will window on the terminal.

* Automatically calculates alternate P&I calculations for Omitted Property, Senior Citizen Deferrals, Late Agricultural Filings, Late Appeals and Suits filed on accounts in the current year.

* Facilitates the automatic creation of refund records from (1) adjustments to a previously paid account, (2) overpayments and (3) prepayment of taxes. The Refund Screen is used to list, and define all refunds associated with an EZ-TAX record, paid (history) and unpaid (active). All refunds are separated by entity and include the origin category from which they originate (overpayment, adjustment, early payment, etc.), and sub-category reason why the refund originated. If more than one refund is required on a particular property, for differing reasons or different entities, more than one Refund Screen may be automatically or manually completed.

* Automatically creates and processes user defined refund letters, interdepartmental requisition forms and taxpayer/mortgage company refund checks by refund type and reason.

* Unlimited on-line refund history including host refund batch number, "paid to" information, refund origin, refund type, entities processed and refund amount by entity, refund check number and etc.

* Unlimited on-line payment history including host batch/deposit number, receipt, posting date, Teller ID Payment Type, Tender Type, Check Number, "who paid" and Amount.

* Unlimited on-line value and tax adjustment history including original effected entity, levy year, adjustment date, adjustment reason, computer generated adjustment number and net adjustment amount expressed in value and/or tax.
* 999 pages of on-line "pop-up" notepad at the account level to record user defined text or narrative associated with a given account.
* A hot key to "Change P&I Calculation Base Date" for on-line calculations of prior and months/years. By pressing the [C18] Change Base Date Key on any EZ-TAX screen, the user's cursor enters the Base Date Field for updating. This is a unique feature offered in EZ-TAX. Based on this date, all penalty and interest amounts, as well as attorney fees are calculated. NOTE: If the teller desires to retire a tax with P&I calculated based on a date other than the system date (today), THE BASE DATE MUST BE CHANGED PRIOR TO BRINGING THE ACCOUNT TO TXPOST. Based on this date all penalty and interest amounts as well as attorney fees are calculated.
* Automatic Ag Roll Back
* Electronic Wire Transfer Interface
* General Ledger and Accounts Payable Interface
* Full Entity Distribution including Automated Check Writing
* Full Entity and Taxpayer Refund Check Register
* Entity Check Printing
* Capability to collect for unlimited number of jurisdictions
* Full Mortgage Company Processing including Statements, Listings, Statements-By-Tape and Pay-by-tape
* Complete Entity and Sub-Entity Processing as mandated by Senate Bill 7. Collection and Distribution Reporting on property "assigned" from or "assigned" to another ISD.
* Complete Audit Trail Utility
* Automatic County Education District Calculator
* Automated Effective Tax Rate Calculator
* Control File Builder for reporting
* How fast is your system? Processing speed > 100,000 parcels/minute.
* Special Coding For Owner History
* Special Coding For Bankruptcies and Bankruptcy number
* Special Coding For Law Suits and Cause Number
* Special Coding For Returned Mail and complete automated returned mail processing

* Special Coding For Mortgage Companies
* Special Coding For Judgments and Judgment Date
* Special Coding For Litigation and Litigation Date
* Special Coding For Delinquent Contracts
* Special Coding For Deferral Agreements
* Special Coding For Frozen Tax (Over 65)
* Special Coding For Hot Check Writers
* Special Coding For Surviving Spouse
* Special Processing To Include Exemptions
* Special Processing To Include Abatements
* Special Processing To Include Scenic Land
* Special Processing To Include Free Port
* Special Processing To Include Historical Property
* Special Processing To Include Solar and Wind Powered Devices
* Special Processing To Include Trade Zones
* Special Processing To Include Special Use
* Special Processing To Include Ag Deferral
* Special Processing To Include Billing Agent
* Automated cash drawer interface
* Single or Unlimited Multiple Jurisdiction Collections
* Automatic Calculation of Tax Levy for Current Year
* Automatic Calculation of Tax Levy for Prior Years
* Automatic Calculation of Collection Fees (Attorney Fees)
* Automatic Calculation of Penalty and Interest
* Posting for ALL taxes and fees due at a single collection screen (Current and all delinquent years)
* Posting by Account Number
* Posting by Alternate Number
* Posting by Name
* Posting by Geographic Location
* Posting by Mortgage Company Code
* Posting Multiple Accounts at one time by "Like Name"
* Over and Short Payment Accept/Reject Processing and Reporting

* Posting For Single Jurisdiction (Split)
* Split payment posting, auditing and reporting
* Partial payment posting, auditing and reporting
* Quarterly payment posting, auditing and reporting
* Installment payment posting, auditing and reporting
* Cash, check and credit card processing
* Automatic fixed and variable fee, penalty and interest posting (Hot check fees, court costs, etc.)
* Mass Billing and Payment Posting (Posting more than one account at a time)
* All modules In EZ-TAX were developed to take full advantage of the IBM I5 Series' native mode integrated relational database.
* EZ-TAX can accommodate an unlimited number of current and delinquent account records
* EZ-TAX is engineered to provide true Multi-Year Current, Future and Past Supplemental and Correction processing
* EZ-TAX is engineered to provide the ability to change the Delinquency Date at the account level for Supplemental Processing and P&I calculations.
* Real Estate and Personal Property are separate but integrated.
* EZ-TAX provides CAD monthly change tapes.
* EZ-TAX can handle CAD Annual Value Roll.
* EZ-TAX can search for accounts by Mortgage Company
* Current and delinquent statements show tax rate and taxable value
* EZ-TAX can collect for court costs if desired.
* EZ-TAX can collect for miscellaneous fees if desired.
* EZ-TAX has a facility to mark regular and delinquent statements paid.
* EZ-TAX can provide the functionality to endorse checks.
* EZ-TAX incorporates "Recovery Procedures".
* EZ-TAX creates daily deposit sheets to various accounts.
* EZ-TAX tracks transactions footprints.
* EZ-TAX has the capability to add or change special messages on Tax or Delinquent statements.
* Assessor/CAD monthly change tape processing with an automated or manual audit.

1.6. BENEFITS

* Established and proven automated certification and supplemental / correction interface to ALL CAMA Systems.
* SECURE DATA: HE has in its software conversion library, a comprehensive set of object oriented conversion programs - which are proven and tested. Thousands of man hours have gone into these established programs which provide for a quick and secure data conversion from your present data storage and automation system, into the QUICK and THOROUGH Distributive Data Base Architecture of the EZ-Product Line. This is a MAJOR cost and time benefit which should be heavily considered on the current bottom line - as well as the five year cost of ownership. Not only for cost efficiency - but system and data integrity.
* Very Easy-To-Learn-And-Use Report Writing, Tape File and Data Base Building Utilities which efficiently step the novice user through single and multiple file data base/reports, available field selection, creating field's and testing against them, included record selection criteria, sorts and subsorts, subtotals and grand totals, multiple line listings, customizing report headers and cover pages, adding a data base or report utility to YOUR menu and much more.
* Very Easy-To-Learn-And-Use Form Letter Writing and Tracking Utilities which efficiently step the novice user through full word processing capabilities - dictionary, thesaurus, grade level checker. Automatically merging the data in your property tax files with the form letters you wrote. Available field selection, creating field's and testing against them, included record selection criteria, sorts and subsorts and much more. Once you have a form letter boiler plate as you like it, you may add it to YOUR menu.
* Event and Instrument Tracking: ANY event, from phone calls to foreclosures may be tracked through this module. ANY letter, document, or form created by YOU, may be sent to a tax payer and tracked as well. ANY letter, document, or form which corresponds to an event or action code may automatically be sent to the tax payer and tracked by the system.
* Provide the Tax Office with the ability to "talk" to the computer through a highly efficient, menu driven question and answer session, where the tax professional may ask a question pertaining to any condition or field in the data base and have the textual result (answer) depicted on a monitor, printer or graphically on an automated graphing or mapping/GIS display.
* EXTREMELY FAST Processing - benchmarked at processing 100,000 parcels per minute.
* Better money management.
* The gain of thousands of dollars of interest earned on money deposited efficiently and timely, that would otherwise not have been deposited using an antiquated alternate system.
* Better cash flow and cash flow projection.

* Full easy-to-use-and-learn accounting reports.
* Higher integrity audit, saving thousands of dollars by cutting down on Auditors time.
* Allow the system to take the "remembering" and the "guess work" out of the high level or state mandated activities - whether they be daily, weekly, or annual activities.
* Cut down on possibility of costly errors.
* Labor efficiency - Tax Certificates, User Defined Letters and other commonly processed tasks at the touch of a button.
* Create a more productive and efficient data entry environment.
* FULL Automated Supplemental Adjustment and Refund Processing.
* Entity and Refund Check Writing.
* On-line History - alleviating the need to look through file cabinets and shelves full of old payment journals, receipts and manual adjustment and correction forms.
* Free up personnel to perform other critical office and field related tasks and alleviate the need for additional personnel to be hired, or overtime to be accrued.
* Ability to EASILY collect partial payments. Allowing the Tax Office to take ANY amount of money when it is made available, not having to turn down payments just because it is to confusing to process them and keep up with the Base Tax, P&I and Collection Fees. EZ-TAX fully tracks partial payments and keeps the books - automatically.
* Immediate state mandated updates, keeping the Tax Office completely in compliance with the Tax Code.
* Optional Bar Chart (Collection Percentage By Year By Entity), Pie Chart and other on-line graphing capabilities for daily, weekly, monthly and annual reporting.
* Save literally tens of thousands of dollars in printing and mailing services by taking advantage of HE's 50 PPM in-house laser print and mail room service interfaces.
* Allow the Tax Office to position itself NOW, for future use of optical scan imaging and other state-of-the-art tools on today's drawing boards.
* On-line History and Multi-year processing. Allowing the Tax Office to work on a reappraisal WITHOUT being locked out of their files for months.
* The EZ-TAX system is designed to manage a single taxing jurisdiction, or handle a consolidated office with unlimited entities accessing data simultaneously. Under the EZ-TAX/consolidated office system, end-of-day allocation reports actually sum and delineate the day's payments for each entity. Not only do the daily deposit reports and recap reports show the

amount collected and the levy status as of that day for each entity - but a breakdown of dollars attributed to each fund as well as M&O, I&S and etc.

For a detailed listing or presentation of the dynamic features of the EZ-TAX Solution, please contact an HE, J D Edwards or IBM Development and Support Center near you.

1.7. REPORTING

All EZ-TAX reports may be viewed on the terminal or sent to a user defined printer. EZ-TAX can run reports by Batch number(s), deposit number(s) and posting date(s). EZ-TAX can run the reports listed below on all accounts, a range of accounts using assorted keys, a control file containing assorted keys or print through a function key on a host account. At report time a sample parameter selection entered on the report selection screen would be similar to the following:

Order by <A>ccnt, Alt <K>ey, <O>wner's Name, or <C>ontrol File:

Range: From [ ] To [ ]

Control File Name: [ ]

The Control File Builder is a utility which the novice user may use to build a control file for use in report processing. The program first prompts the user to "Please Enter Control File Name To Process". Once the user has entered the control file name the applicable Control Key Type - (A)ccount Number, (N)ame or Alternate (K)ey will display in the "Control Key Type" Field 01 and all previously inputted keys (x34) will be displayed on the screen in two columns. The Screen "n" of "n" will display how many screens full of keys are accessible. If the user has inputted a unique Control File Name, the user may insert an A, N or K in field 01, "Control Key Type" and start filling out the screen with desired keys.

EZ-TAX provides the option to print in-house or provide output in a format suitable for high quality Xerox Laser Printer setup.

EZ-TAX has a note pad available in a "pop-up" screen to record such items as: suit filed, amended petition, bankruptcy file date, returned mail, tax certificate sent or other reminders.

A sampling of the EZ-TAX reports is a follows:

1.7.1. Collection and Distribution Reports

EZ-TAX incorporates a Payment History Screen which allows the user to instantly view and report on ALL tax and fee payments, current and delinquent, as well as their host batch/deposit number, receipt, posting date, Teller ID, Payment Type, Tender Type, Check Number and Payment Amount. The Payment History Screen is a segmenting screen, with the ability to hold unlimited years of payment history data. Therefore, if there is ever a need to know the total amount posted and all detail collection data in batch numbers 032388M and 032389M which were posted on March 23, 1988 and March 23, 1989 respectively

and it is now March 23, 1990, the report is available INSTANTLY without off-loading and on-loading data.

* Payment Type Report
* Payment Tender Report
* Batch Payment Journal - Detail and Totals
* Batch Payment Journal - Entity Detail
* On-line Taxpayer Refund Check Writer
* Daily Deposit Disbursements and Entity Check Writer
* Batch Collection Status By Year
* Batch Cashiers' Report
* Batch Overage and Shortage Detail Report
* Posting Date Payment Journal -Detail and Totals
* Posting Date Payment Journal - Entity Detail
* Posting Date Collection Status By Year
* Posting Date Cashiers' Report
* Posting Date Overage and Shortage Detail Report
* Batch Transfer and Closing - Distribution Maintenance
* Wire and Check Distribution
* Tax Distribution and Allocation Report showing levy status as of that day for single or multiple entities and a breakdown of dollars attributed to each fund i.e. M&O, I&S, etc.
* Entity Check Register
* Installment Contracts and Involvement Reports
* Adjustment/Collection Status By Entity By Year
* EZ-Graph/TAX -Bar Chart (Percentage of Collection By Year By Entity), Prerequisite: IBM's Business Graphics Utility (BGU)
* EZ-Graph/TAX - Pie Chart (Levy Distribution By Property Type), Prerequisite: IBM's Business Graphics Utility (BGU)
* EZ-Graph/TAX - User Defined, Prerequisite: IBM's Business Graphics Utility (BGU)
* Monthly End-Of-Month Processing Summary
* Delinquent Notice Letters

1.7.2. Assessment Reports

* Current Tax Roll (Alpha/Geo) and Fiche/CD ROM

* Delinquent & Prior Year Tax Roll (Alpha/Geo w/P&I and Collection Fees) and Fiche/CD ROM
* Current and Delinquent Tax Roll (Alpha/Geo w/payment information) combined and Fiche/CD-ROM
* Current and Delinquent Collection Status
* Cumulative Master and Entity Account Totals (Current and Delinquent)
* Tax Certificates on demand via Tax Certificate Generator
* Tax Statements (Current and/or 2nd Notice with multiple Bar Code types)
* Delinquent Tax Statements (Plain Paper)
* Tax Status Sheet (Current & Delinquent)
* Demand Tax Receipts Generator via the Payment History
* EZ-TAX can list the top "50" or "100" owners
* Top Delinquent Taxpayers Report
* Current Tax Receipt Book - Laser Form

1.7.3. Database Reports

* Supplemental Code Report
* Selective User Code Report
* Master User Code Report
* Adjustment History By Account, Owner, Operation and Date Range
* Alternate Payment Processing Report
* Returned Mail Report
* Master State Code Totals
* State Code Totals By Property Type
* Exemptions and Deferments By State Code
* Accounts Involved in Litigation
* Accounts Involved in Bankruptcy
* Undivided Interest Report
* Fee Code Report
* Exemption Listing
* Exemptions Totals Report
* Address Gummed Labels

* Tax Freeze Listing
* Partial/Escrow Listing
* Agricultural/Timber Report
* Mortgage Company Listing
* Annual off-load of Paid Accounts to Fiche/CD-ROM
* Cross Reference to Alternate Key
* Comptrollers Office Reporting
* EZ-TAX can tie accounts to a single owner.
* Resource Allocation Report using Time Windowing

1.7.4. Site Specific Query Reports:

Very Easy-To-Learn-And-Use Report Writing, Tape File and Database Building Utilities which efficiently step the novice user through single and multiple file database reports, available field selection, creating field's and testing against them, included record selection criteria, sorts and subsorts, subtotals and grand totals, multiple line listings, customizing report headers and cover pages, adding a database or report utility to YOUR menu and much more.

Very Easy-To-Learn-And-Use Form Letter and Document Design Utilities which efficiently step the novice user through full word processing capabilities - - dictionary, thesaurus, grade level checker. Automatically merging the data in your real estate and personal property tax files with the form letters you wrote, or documents you designed. Available field selection, creating field's and testing against them, included record selection criteria, sorts and subsorts and much more. Once you have a form letter boiler plate as you like it, you may add it to YOUR menu.

The user has the ability to tailor their own Site Specific Query Reports in the Report Menu Tree and their own Site Specific Query Utilities in the Utility Menu Tree through the EZ-MENU Utility.

1.7.5. Calendaring

Calendaring is another menu driven function available in the EZ-TAX I5 SERIES solution. Reports, utilities and other programs may be scheduled with time and date start/stop options for running in convenient, non-peak periods of computer use. For example, assume you have written a report, which you would like to review every Wednesday morning, you have the ability to enter that report into a Calendar and have it waiting for you at your arrival to the office.

34. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW

To be worked out at kickoff meeting.

35. EXHIBIT C: PROJECT SCHEDULE
MILESTONE ESTIMATED DELIVERY TIME FRAMES

PROJECT MILESTONE	TIME FRAME*
Delivery and Execution of Purchase and Implementation Agreement	00 – 01 Days
Delivery of SYSTEM Preparation Software and Base Application Programs	01 – 30 Days
Delivery of Converted, Balanced Entity Total	90 – 120 Days
Completion of Final Acceptance Testing	120 – 240 Days
	*Business Days

36. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF APPLICATION SOFTWARE

PORTER COUNTY
155 Indiana Avenue, Suite 107
Valparaiso, Indiana 46383
Attn: Mr James Kopp

37. EXHIBIT E: APPLICATION SOFTWARE LICENSE AGREEMENT

Hamer Enterprises®

APPLICATION SOFTWARE USER LICENSE AGREEMENT

HAMER ENTERPRISES of 4200-A N Bicentennial Dr, McAllen, Texas 78504 (hereinafter referred to as LICENSOR) agrees to grant and **PORTER COUNTY** at 155 Indiana Avenue, Suite 107, Valparaiso, Indiana 46383 (hereinafter referred to as LICENSEE) agrees to accept for valuable consideration the sufficiency of which is hereby acknowledged, a non-transferable, non-exclusive license (hereinafter referred to as LICENSE) to use the application computer programs and accompanying documentation (hereinafter referred to as SOFTWARE) identified as follows:

Item	Product Acronym	Product/Module Description & Version	User Capacity
1.	eTAX	Property Tax Administration System V3 R5	0 - 80
2.	eSALE	Tax Sale Module	0 - 80

Note: The items above have been delineated by LICENSOR and the LICENSEE to operate only in the following computer user capacity environment:

Make	Model	Processor	Serial Number
IBM	AS400		1031275

Unless otherwise stated within this Agreement, a total higher computer user capacity may require the payment of a fee for the increased user capacity which fee must be reasonable and mutually agreed upon.

1. TITLE:

The original and any copies of the SOFTWARE, in whole or in part, including any subsequent improvements or updates, shall be the property of LICENSOR subject to all conditions in Article 2 of this Agreement.

2. USE AND DISCLOSURE OF SOFTWARE:

LICENSEE acknowledges that the SOFTWARE constitutes trade secrets and proprietary information of LICENSOR. Subject to Paragraph 3, LICENSEE shall not without LICENSOR's prior written consent, (a) reproduce, sell, lease, assign, transfer, license, sublicense, share, give, otherwise dispose of the SOFTWARE or any parts thereof; (b) permit the SOFTWARE or any parts thereof to be copied or reproduced by any persons or entities; (c) permit the SOFTWARE or any parts thereof to be used by any persons or entities other than the LICENSEE's employees in the course of their employment by the LICENSEE; or (d) disclose the SOFTWARE or any parts thereof to any persons or entities except to employees of LICENSEE solely for the purpose of using the SOFTWARE in the course of their employment by LICENSEE. LICENSEE further agrees that it will (a) cause the SOFTWARE to be used and operated in accordance with its intended use; and (b) notify LICENSOR, if requested by LICENSOR, of the location of the SOFTWARE and all copies thereof.

3. COPIES OF SOFTWARE:

A. Notwithstanding anything to the contrary contained in Paragraph 2 or elsewhere in this agreement, LICENSEE, without LICENSOR's consent may (a) make temporary copies of SOFTWARE herein for backup computer equipment if the LICENSEE's computer equipment is temporarily inoperative for any reason, and/or; (b) copy any portion of SOFTWARE herein licensed from storage units or media into computer equipment in the normal course of the operation of computer equipment or in support of the use of any computer equipment or program; or from storage unit or media to storage unit or media in the normal course of software backup procedures.

B. SOURCE CODE:

LICENSOR agrees to provide copies of all its source programs to the LICENSEE notwithstanding Article 2 of this agreement, and subject to all conditions and constraints thereof and to insure that all such programs are the most current releases of each module. Source codes for those modules licensed will be made available in any event to the LICENSEE if:

(a) LICENSOR defaults on the agreement with LICENSEE;

(b) LICENSOR ceases to do business; or

(c) LICENSOR stops maintenance support of the software module in question without cause from LICENSEE.

(d) If LICENSEE requires specific software changes and LICENSOR agrees to provide them either under the maintenance agreement as no charge enhancements or LICENSOR and LICENSEE agree to a quoted fee for the specified work and the LICENSOR is unable to complete within a

mutually agreed time frame, specific software objects or modules will be provided to LICENSEE by LICENSOR and LICENSEE will notify LICENSOR of any and all changes made.

In the event condition (a), (b), (c) or (d) materializes, LICENSEE has unrestricted access to all modules it has accepted from LICENSOR, but may not transfer machine or human readable programs, source codes or documentation to any other agency or commercial business, under any conditions. Nothing herein gives the LICENSEE the authority to alter the source code without express written approval of LICENSOR unless condition (a), (b), (c) or (d) above exist.

4. USE OF SOFTWARE BY LICENSOR:

Nothing in this Agreement shall prevent LICENSOR from using SOFTWARE identical or similar to the SOFTWARE or from reproducing, selling, leasing, licensing, assigning or otherwise disposing of identical or similar SOFTWARE to others.

5. LIMITED WARRANTY AND LIMITATION OF LIABILITY:

LICENSOR warrants that the SOFTWARE will conform to LICENSOR's published program specifications for the SOFTWARE as delivered to LICENSEE with the SOFTWARE.

LICENSEE ACKNOWLEDGES THAT THE SOFTWARE IS OF SUCH COMPLEXITY THAT IT INHERENTLY MAY HAVE DEFECTS AND AGREES THAT LICENSOR's SOLE AND EXCLUSIVE LIABILITY FOR BREACH OF THE WARRANTY STATED HEREIN, AND AS LICENSEE's SOLE AND EXCLUSIVE REMEDY, LICENSOR WILL, WITHIN A REASONABLE TIME PERIOD AFTER RECEIPT OF WRITTEN NOTICE FROM LICENSEE, PROVIDE PROGRAMMING SERVICES TO CONFORM THE SOFTWARE TO SAID SPECIFICATIONS, PROVIDED THAT LICENSOR's DIAGNOSIS INDICATES THAT ANY SUCH NON-CONFORMITY WAS IN EXISTENCE AT THE TIME OF DELIVERY OF THE SOFTWARE TO LICENSEE AND PRIOR TO ANY ALTERATIONS THERETO.

EXCEPT FOR THE EXPRESS WARRANTY CONTAINED HEREIN, LICENSOR MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, AND EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTY AND EXCLUSIVE REMEDY STATED HEREIN IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE OR BREACH BY LICENSOR OF ANY TERM OF THIS AGREEMENT. IN NO EVENT SHALL LICENSOR HAVE ANY OBLIGATION OR LIABILITY FOR DAMAGES, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR OF ANY OTHER NATURE WHATSOEVER, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

→ LICENSOR warrants that, when used in accordance with the instructions provided by LICENSOR, the licensed software will operate within the guidelines established by the State of Indiana, Department of Local Government Finance-specifically 50 IAC 23 and any updates or revisions thereto which are mutually agreed upon

between LICENSOR and LICENSEE thereto, that have been formally adopted by the State of Indiana, Department of Local Government Finance and in accordance with a current Application Software User-Based Support Services Agreement between LICENSOR and LICENSEE.

The above warrant is a limited warranty and is the only warranty made by LICENSOR with respect to the Software. LICENSOR makes no other warranties, expressed or implied, relating to the Software and LICENSOR specifically disclaims all expressed 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 Software, and any warranties arising out of course of dealing or usage or trade.

The parties agree and understand that if the LICENSOR is not certified by the State of Indiana, Porter County is entitled to a refund of any and all license fees paid by LICENSEE according to the fees set forth in Paragraph 3. Payment sub-article I and II, in an amount not to exceed $98,220.00. Once LICENSOR achieves state certification LICENSEE's only remedy is as otherwise set forth in this agreement.

The parties further agree that if LICENSOR is certified and Porter County is not satisfied by the software, Porter County is entitled to a refund of any and all license fees paid by LICENSEE according to the fees set forth in Paragraph 3. Payment sub article I and II in an amount not to exceed $98,200.00 Once Licensor achieves state certification, LICENSEE's only remedy is as otherwise set forth in this agreement.

The parties agree that the LICENSOR will not prohibit access and use to the software if LICEENSEE decides to terminate /or/ fails to renew The Application Software User-based Support Services Agreement

In no event shall LICENSOR prohibit access and use of the software so long as the LICENSEE has not breached any material terms of the contract.

6. TERMINATION:

This Agreement may be terminated by LICENSOR if LICENSEE fails to comply with any of the terms and conditions of the Agreement. The license granted herein for SOFTWARE shall remain in force until LICENSEE discontinues the use of SOFTWARE for use and notifies LICENSOR in writing of such discontinuance.

7. GENERAL:

This Agreement may be amended only by means of a written agreement executed by LICENSOR and LICENSEE. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY LICENSEE AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF LICENSOR AT ITS PRINCIPAL PLACE OF BUSINESS.

By signature below, this Agreement is accepted by LICENSOR and effective as of May 10, 2007.

Via execution below, signer certifies that he is duly authorized to execute this Agreement for the LICENSEE.

LICENSOR:

HAMER ENTERPRISES

Authorized Signature
William C Hamer

CEO
Title
05/17/2007
Date

LICENSEE:

PORTER COUNTY

Authorized Signature
Robert Harper

Board of Commissioners
Title
5/10/07
Date

Authorized Signature
James K. Kopp

Porter County Auditor
Title

Authorized Signature
James R. Murphy

Porter County Treasurer
Title

38. EXHIBIT F: APPLICATION SOFTWARE SUPPORT SERVICES AGREEMENT

Hamer Enterprises®

APPLICATION SOFTWARE USER-BASED SUPPORT SERVICES AGREEMENT

HAMER ENTERPRISES whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas 78504, (hereinafter referred to as HE) and **PORTER COUNTY**, at 155 Indiana Avenue, Suite 107, Valparaiso, Indiana 46383, (hereinafter referred to as CLIENT), a licensee of HE software, agree as follows:

1. HE shall provide the application software support services (hereinafter referred to as SERVICE) described in paragraph 4 for a period of twelve (12) months beginning 12/01/2007. Unless otherwise specified and agreed to in writing between HE and CLIENT, support SERVICE shall be guaranteed for a twelve (12) month period; renewable thereafter for an additional twelve (12) month period upon acceptance of an Annual Renewal Agreement. This SERVICE Agreement may be canceled after this initial twelve (12) month Agreement or any renewal period upon a ninety (90) day written notice. Unless otherwise specified within this Agreement, charges may be adjusted after the initial term for any new or renewal agreements.

2. CLIENT may purchase, and HE shall not unreasonably withhold, continued SERVICE from CLIENT for an additional twelve (12) month period at the rates specified in Schedule B, attached hereto, or at the then prevailing annual billing rate for SERVICE, unless:

(a) CLIENT gives notice to HE within 30 days after receipt of HE's invoice for SERVICE that the CLIENT intends to terminate this Agreement,

(b) CLIENT is no longer a valid licensee of HE software,

(c) CLIENT is greater than 30 days in arrears for any HE invoice(s),

(d) CLIENT has failed to incorporate HE releases into the licensed software within 180 days following request for installation by HE,

(e) CLIENT has failed to incorporate the computer manufacturer's Operating System releases into the CLIENT's SYSTEM within 180 days following request for installation by HE,

(f) HE licensed software has been modified by other than HE without HE's written approval,

(g) the computer manufacturer's Operating System has been modified by other than the manufacturer without HE's written approval, or

(h) there has been an interruption in, or termination of this Agreement.

3. This Agreement applies to the HE software described in SCHEDULE A and is limited to the Client's IBM, AS400, Serial Number 1031275 physically located at 155 Indiana Avenue, Suite 107, Valparaiso, Indiana 46383, exclusive of revision level described in SCHEDULE A.

4. The SERVICE referred to in Paragraph 1 shall consist of:

(a) HE shall provide CLIENT with a reasonable amount of consultation by telephone via a 1:800

Customer Support Number to assist CLIENT in the use of the software during any normal forty (40) hour work week.

(b) The HE Support Desk shall log and track, through resolution, every CLIENT Software Action Request (SAR).

(c) HE will assist the CLIENT in establishing their own support desk and HE reporting procedure.

(d) HE shall respond to every support request with a resolution or a status of resolution (i) during the initial request call by the designated and pre-assigned account support representative or (ii) within twenty four (24) hours of the initial request to HE's support desk personnel.

(e) HE shall provide the CLIENT with support of software to substantially conform the software to HE's published material for that release level of software identified in SCHEDULE A. HE shall, within a reasonable time period, supply computer program code to correct any reproducible error, provided that HE's diagnostics indicate that such non-conformity or error was in existence during the term of this Agreement or during the initial Warranty Period extended to the CLIENT in the purchase agreement for HE's software.

(f) Suspected error conditions will be investigated and corrected by HE personnel at CLIENT's offices to the extent possible. On-site corrections shall be at the exclusive judgment of HE at no additional cost to the CLIENT. If HE, in its reasonable judgment, determines that the suspected error condition was attributable to a cause other than an error in HE's software or an enhancement by HE, the CLIENT will pay HE on a time and materials basis. In the event a dispute between HE and CLIENT develops over the cause of an error, HE and CLIENT shall work diligently, reasonably and in good faith to resolve any such dispute in a manner as expeditiously as possible. If the CLIENT and HE cannot resolve any disputes as to the cause of any errors, they shall be arbitrated in the manner outlined in the purchase agreement between HE and CLIENT.

(g) HE may provide the CLIENT with unsolicited error corrections or changes to the software, without additional charge, which HE determines are necessary for proper operation of its software and CLIENT shall incorporate these corrections or changes into the software within 180 days of release by HE.

(h) HE will provide CLIENT all enhancements released by HE as standard enhancements and which are generally made available to other customers purchasing comparable software during the term of this Agreement.

HE shall not install any software enhancements into the CLIENT's licensed SYSTEM without the prior written approval of the CLIENT.

HE shall not install any software enhancements into the CLIENT's licensed SYSTEM that have not been tested and proven in HE's master copy of the CLIENT's licensed software.

HE shall provide the CLIENT a description of the impact the enhancement will have on the CLIENT's installed version of the software before the installation of an enhancement.

(i) HE shall provide CLIENT with all government mandates free of charge with an executed support agreement in place prior to mandate.

5. Software SERVICE requires the installation by the CLIENT of a 33,600 Baud Modem, or HE approved equivalent at CLIENT expense. This device will permit HE to effect expeditious software diagnostics, changes, corrections and monitoring from the HE Support Center, when appropriate. If the CLIENT feels for security purposes it cannot provide access to the SYSTEM for HE support purposes, then and only then, HE shall provide all changes,

updates and corrections via a magnetic media compatible to CLIENT and HE.

6. During the term of this Agreement HE will use its best efforts to maintain the software free of defects and imperfections that would prevent the software from performing according to the original or then prevailing specifications set forth in HE's published material.

HE MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY WORK STATED HEREIN IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF HE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE OR BREACH BY HE OF ANY TERM OF THIS AGREEMENT. IN NO EVENT SHALL HE HAVE ANY OBLIGATION OR LIABILITY FOR DAMAGES, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OF ANY OTHER NATURE WHATSOEVER, EVEN IF HE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HE warrants that, when used in accordance with the instructions provided by LICENSOR, the licensed software will operate within the guidelines established by the State of Indiana, Department of Local Government Finance-specifically 50 IAC 23 and any updates or revisions thereto which are mutually agreed upon between LICENSOR and LICENSEE thereto, that have been formally adopted by the State of Indiana, Department of Local Government Finance and in accordance with a current Application Software User-Based Support Services Agreement between LICENSOR and LICENSEE.

The above warrant is a limited warranty and is the only warranty made by LICENSOR with respect to the Software. LICENSOR makes no other warranties, expressed or implied, relating to the Software and LICENSOR specifically disclaims all expressed 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 Software, and any warranties arising out of course of dealing or usage or trade.

→ The parties agree and understand that if LICENSOR is not certified by the State of Indiana, Porter County is entitled to a refund of any and all license fees paid by LICENSEE according to the fees set forth in Paragraph 3. Payment sub-article I and II, in an amount not to exceed $98,220.00. Once LICENSOR achieves state certification, LICENSEE's only remedy is as otherwise set forth in this agreement.

The parties further agree that if LICENSOR is certified and Porter County is not satisfied by the software, Porter County is entitled to a refund of any and all license fees paid by LICENSEE according to the fees set forth in Paragraph 3. Payment sub article I and II in an amount not to exceed $98,200.00. Once Licensor achieves state certification, LICENSEE's only remedy is as otherwise set forth in this agreement.

The parties agree that the LICENSOR will not prohibit access and use to the software if LICENSEE decides to terminate /or/ fails to renew The Application User-based Support Services Agreement.

In no event shall LICENSOR prohibit access and use of the software so long as the LICENSEE has not breached any material terms of the contract.

→ Error Corrections:

In the event of a breach of any System or Software warranties provided to the CLIENT or continued as a result of this Agreement, the CLIENT will provide notice of such breach to HE (hereinafter referred to as a SAR), classifying the nature of the breach as a Severity 1, 2, 3 or 4 SAR, as CLIENT may determine in its reasonable discretion, in accordance with the following severity code guidelines:

Severity 1: An error causing (i) "crashes" of the System, (ii) irrecoverable loss or corruption of data, or (iii) loss of primary System or Software functionality for which there is no documented means of circumvention. "Circumvent" shall mean, as applied to an error, a change in operating procedures whereby CLIENT can conveniently avoid any deleterious effects of such error. (A Severity 1 SAR is sometimes referred to as *Urgent*.)

Severity 2: An error causing (i) recoverable loss or corruption of data, (ii) loss of primary System or Software functionality that can be circumvented in a manner that is documented or easily identified or (iii) loss of secondary System or Software functionality that cannot be circumvented. (A Severity 2 SAR is sometimes referred to as *Critical*.)

Severity 3: An error causing (i) loss of secondary System or Software functionality that can be circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Severity 3 SAR is sometimes referred to as *Minor*.)

Severity 4: An error causing no loss of data or functionality that can conveniently be circumvented by appropriate CLIENT procedures. (A Severity 4 SAR is sometimes referred to as *Minor*.)

HE acknowledges that breaches in warranty(s) which cause errors in the System or Software, other than Severity 3 and Severity 4 SARs, are extremely serious and must be resolved with the greatest possible urgency. Therefore, HE agrees to correct reported SARs, as follows:

Response. HE shall accept requests from the CLIENT to their Support Desk via e-mail or telephone followed by e-mail for support from the CLIENT's appointed Help Desk liaison personnel. If the CLIENT reports a Severity 1 or 2 SAR condition, and this request is made before 5:00 PM CST, then HE shall provide an initial response within two (2) hours. If the condition is reported after 5:00 PM CST, then HE shall provide a response by 9:00 AM CST on the next business day. With regard to Severity 3 or 4 SAR conditions, HE shall provide an initial response by the next business day. For purposes of all responses HE and CLIENT shall promptly agree in good faith to provide what additional information or error documentation will be required to permit HE to resolve any SARs.

Resolution. HE shall resolve Severity 1 SARs within one (1) calendar day. HE shall resolve Severity 2 SARs within two (2) business days. HE shall use its best efforts to resolve Severity 3 SARs within five (5) business days. HE shall use its best efforts to resolve Severity 1 and Severity 2 SARs by delivering emergency releases to CLIENT, shall generally resolve Severity 3 SARs by documenting a means of circumvention, and shall resolve Severity 4 SARs within thirty (30) business days.

7. Beyond the initial purchase agreement period, HE will invoice CLIENT for the support fee described in SCHEDULE B. Invoices for SERVICE will be furnished annually in advance. All invoices are due and payable in full upon receipt.

8. Support fees shown in SCHEDULE B are exclusive of all present and future federal, state or local sales, use, excise or processing taxes or any other tax or charge that is or may be imposed on the SERVICE provided, save taxes on net income. HE failure to include or correctly compute such taxes on its invoices shall not relieve CLIENT of its obligation hereunder.

9. HE will provide additional SERVICE to maintain, modify, improve or expand the SYSTEM in any of the following ways:

(a) A fixed price support agreement effective upon installation and acceptance of baseline product is established as a percentage of List Price for the application software. HE provides for a fixed annual support cost of 18% of List Price. This service provides for all standard up-dates, governmental mandates, improvements and on-site services required by HE at no additional charge as well as daily remote support services for defects that develop from original and/or subsequent tailored or customized specifications.

(b) Fixed-price, turn-key hardware and/or software SYSTEM enhancement.

(c) Time and materials, "not to exceed" basis at the HE prevailing hourly rates. Current rates are $150-$225 per hour (depending upon the skill level required of the task requested) plus per diem expenses.

Costs for enhancements, or modifications are provided upon written request by the CLIENT in compliance with HE's established Software Action Request (SAR) Procedures. Responses will be in writing, valid for a fixed period of time and can be extended beyond the validity date by mutual consent. All modifications or improvements are acceptance tested in the CLIENT's test or operational environment. Without an executed Support Services Agreement, a ninety (90) day software warranty is provided upon acceptance of the enhancement or modification by the CLIENT. All application software provided by HE is proprietary, with source code provisions detailed in HE's Application Software License Agreement.

10. The CLIENT agrees that all enhancements shall be the exclusive property of HE pursuant to the CLIENT-HE License Agreement.

11. During the course of this Agreement, CLIENT shall provide HE personnel with adequate work space for technicians as may be required by HE to carry out its SERVICE obligations.

12. CLIENT will be responsible for maintaining the computer hardware, communications equipment, telephone lines, cabling, modems and all other hardware equipment. CLIENT will make available reasonable computer time for the testing and support of software. CLIENT will make available all necessary supplies such as paper, magnetic tapes and disk packs.

13. HE and CLIENT agree that (a) each laborer shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by

regulations (20 CFR 1518).

14. HE certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of said laws, and it certifies that it will comply with such provisions and will provide upon request proof of such compliance to the CLIENT.

15. HE and CLIENT agree that support SERVICE is provided during HE's normal forty (40) hour work week. Certain critical conditions may exist which require work outside these hours, and HE will make a best effort to respond. However, HE reserves the right to provide a price quotation and estimate of time for SERVICE requested by the CLIENT which requires substantial work outside HE's normal working hours.

16. HE and CLIENT agree that because HE has invested significant time and cost in the training and development of the skills and knowledge of their employees toward a beneficial understanding and knowledge of the specific software licensed to the CLIENT and the CLIENT's business processes, business procedures and general application environment; the CLIENT will pay HE an amount equal to twice an employee's then current annual wage or salary if the CLIENT employs an HE, HE parent company, HE subsidiary or HE successor company employee during the term of this agreement or within six (6) months after termination of this agreement. This payment shall be due within thirty (30) days of the employee's employment date with the CLIENT.

17. If any provisions of this Agreement shall be held to be invalid, illegal or not enforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. This Agreement shall be governed according to the laws of the State of Texas.

19. The parties hereto may not assign the right or obligations hereunder without the prior written consent of the other party.

20. This Agreement, including SCHEDULE A and B attached hereto, constitute the entire Agreement, understanding and representations between HE and the CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by the duly authorized representative of each party.

21. HE shall indemnify and save harmless CLIENT and its agents and employees from all suits, actions or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by the acts of HE or its agents or employees in execution or performance of this Agreement.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

By signature below, this Agreement is accepted by HE and effective as of May 10, 2007.

HE:

HAMER ENTERPRISES

Authorized Signature
William C Hamer

CEO
Title

05/17/2007
Date

Via execution below, signer certifies that he is duly authorized to execute this Agreement for the CLIENT.

CLIENT:

PORTER COUNTY

Authorized Signature
Robert Harper

Board of Commissioners
Title

5/10/07
Date

Authorized Signature
James K. Kopp

Porter County Auditor
Title

Authorized Signature
James R. Murphy

Porter County Treasurer
Title

SCHEDULE A
APPLICATION SOFTWARE PRODUCTS TO BE SUPPORTED

HE shall provide the above described software support SERVICE to the HE software SYSTEMS and/or software modules listed below:

Item	Product Acronym	Product/Module Description & Version
1.	eTAX	Property Tax Administration System V3 R5
2.	eSALE	Tax Sale Module

Note: The items above have been delineated by HE and the CLIENT to operate only in the following computer capacity environment:

Make	Model	Processor	Serial Number	User Capacity
IBM	AS400		1031275	

The above described software will be maintained under V5 R4 or greater of the IBM iSeries OS/400 Operating System.

SCHEDULE B
APPLICATION SOFTWARE SUPPORT SERVICES FEES

Product/Module Description/Version	12 Month Agreement Fee	
	Date Range	US Dollar Amount
eTAX / Property Tax Administration System / V3 R5	12/01/2007-11/30/2007	15,300.00
eSALE / Tax Sale Module	12/01/2007-11/30/2007	11,520.00

Total Amount for Agreement Period **26,820.00**

Unless otherwise stated within this Agreement, higher computer capacity environments other than that specified in Schedule A will require a Support Services Fee Upgrade. This fee will be the difference between the current fee being paid by the CLIENT and that fee established in accordance with Article 9. (a) of this Support Services Agreement for the software and/or modules listed above.

39. EXHIBIT G: PROJECT MANAGERS

HAMER ENTERPRISES
Mr. William C Hamer

PORTER COUNTY
Mr. James Kopp

40. EXHIBIT H: SHIPPING AND INVOICES

Bills of lading shall contain Purchaser's name and address, purchase order number, and a description of goods and services being shipped.

Invoices should be addresses to the Porter County Auditor:
PORTER COUNTY AUDITOR
155 Indiana Avenue, Suite 107
Valparaiso, Indiana 46383
Attn.: Mr James Kopp

Invoices should be mailed in duplicate and will show the purchase order amount plus addendums and individual invoice amounts and any applicable retention. Unspent funds and Balance due owing should be itemized.

All invoices shall contain the following written assurance:

"We hereby certify that the goods and services provided were produced in compliance with Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued under Section 14 thereof,"

The affirmative action clauses set forth in Title 41, Part 60-250 and Title 41, Part 60-741 of the Code of Federal Regulations is incorporated herein by reference.

41. EXHIBIT I: DLGF STATEWIDE SYSTEM CERTIFICATION

The Application Software proposed herein shall be entered into the state mandated certification program under the guidelines no later than the final date of certification process as required by the State of Indiana, DLGF (Department of Local Government Finance), Computer Standards for a Uniform and Common Property Tax Management System- 50 IAC 23.

42. EXHIBIT J: SIGNATURE AUTHORIZATION

PORTER COUNTY

CERTIFICATION OF AUTHORIZATION:

I hereby certify that Mr. Robert Harper of **PORTER COUNTY** is entitled to represent the County and is authorized to sign a contract with **HAMER ENTERPRISES**.

Signature: _____

Typed/Printed Name: James A. Kopp

Title: Porter County Auditor

Office and/or Department: Porter County Auditor's Office

Date: 5-10-07