

64 Supp04

MANATRON

Shirley LaFever
Porter County Assessor
155 Indiana Avenue
#211
Valparaiso, IN 46383

November 5, 2006

RE: Life Span of ecama/
Software and Impact of New
Legislation

Dear Mrs. LaFever,

This letter is intended to bring clients up to date on the changes resulting from the retirement of the ecama product, as well as the impact of recently introduced legislation.

Life Span of ecama

We are in the process of scheduling data conversions for all remaining ecama users to migrate to the ProVal product. Manatron currently has more than 70 of the Indiana counties running the ProVal software, and continues to be a leader in the national market for tax assessment software, using the ProVal product.

In order to ensure continued Manatron product support, we are urging all ecama clients to position themselves for this migration no later than December 31, 2006. Beginning January 1, 2007, the ecama product software support will no longer be offered by Manatron, and your license to use the system will have lapsed.

If you have not made arrangements as of the receipt of this letter to transition to ProVal, we urge you to contact us. We will work with you to ensure that:

- You receive a new contract to move forward with Manatron as your vendor to provide ProVal software beginning January 1, 2007.
- You are scheduled to move forward with the ecama conversion process (after your County has rolled values to the Auditor).

We hope to make the transition to a new system as easy as possible for all of our users. We feel that the most appropriate time for such a transition is following the interface of values to the Auditor's Office. This will allow you to begin working in ProVal at the beginning of a new assessment cycle.

New Legislation

MANATRON

Recent legislation provides additional motivation for the migration from ecama to ProVal software.

The publication of 50 IAC 23 (Computer Standards for a Uniform and Common Property Tax Management System) has resulted in the need for some significant modifications to software installations within the State of Indiana. Manatron will make required software changes to assist you, our valued client, in achieving compliance with the new standard.

As the legislature adopts new tax methods, we find it increasingly difficult to provide the great support that our customers both demand and deserve, from Manatron. Based on the number of ProVal clients, Manatron has needed to shift more and more support resources to this newer technology. In addition, supporting multiple assessment software packages has become cost prohibitive. The additional costs of maintaining multiple systems would eventually have to be passed on to the end user. It is our opinion that we would be better serving our clients to minimize the pass through costs, to the best of our ability.

Taking these factors into consideration, I am writing this letter to inform you of Manatron's current plan to discontinue support of your ecama system effective December 31, 2006. Based on this plan, your County is asked to sign a "Letter of Understanding" with Manatron for the ProVal system before the end of this calendar year. By executing this letter we can continue scheduling the workload associated with the migration of the client base to the chosen product.

To meet the needs of the Assessor's Office, Manatron will utilize the ProVal software.

Under the direction of Pat Alesandrini and Kelby Moore, necessary software changes are currently in progress. These changes include meeting the requirement for the integration of data between offices of the Assessor, Auditor and Treasurer. These modifications are currently our number one (#1) software development priority for this product.

If you have questions or concerns about this process, or need further clarification on what is required of your County, please contact us at 800-422-2835. Tim Lacy, Khris Seger, Carol Johns or Tom Longest are all available to assist you with this transition.

Sincerely,



Thomas C. Longest

Vice President, Regional Sales and Business Development
Manatron, Inc.

COUNTY PORTER

GWENN R. RINKENBERGER
COUNTY ATTORNEY

January 5, 2007

Thomas C. Longest
Vice President
Manatron, Inc.
4625 W. 86th Street, Suite 800
Indianapolis IN 46268

Re: Porter County Software Sub-license Agreement

Dear Mr. Longest:

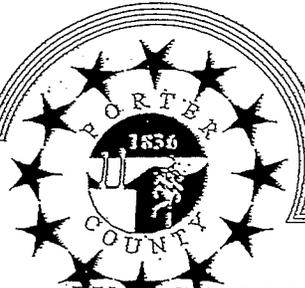
On December 4, 2001, Porter County executed a contract with Plexis to provide software services and support. The software services purchased by Porter County as a result of that contract was Pontem ECAMA Property Tax Software. Since execution of that contract, Manatron has been assigned the interest to the contract executed between Porter County and Plexis. On November 5, 2006, Manatron forwarded the attached letter to Porter County Assessor, Shirley LaFever, advising of the retirement of the ECAMA Product and the impact of recently introduced legislation.

The letter advised that "beginning January 1, 2007, the ECAMA Product Software Support will no longer be afforded by Manatron, and your license to use this system will have lapsed." On December 31, 2006, Manatron unilaterally disconnected support of the software and terminated Porter County's access to the Pontem ECAMA Property Tax Software.

Pursuant to Section 3.7 of the original software license, the sub-license rights of the customer terminate if the agreement between the customer and Manatron/Plexis have terminated and/or expired. However, pursuant to contract clarification, the following language applies:

"For the purposes of clarification, the provisions of Section 3.7 of this Section 3.7 applies to the customer only if the customer has violated the terms of the provisions of the Pontem Application Software License."

"The customer may choose to terminate the software support addendum according to the terms of that agreement. The customer still maintains the right to use the software for as long as practical. However, by terminating



PORTER COUNTY
ADMINISTRATION CENTER
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155 INDIANA AVE. * SUITE 205
VALPARAISO, INDIANA 46383

(219) 465-3329

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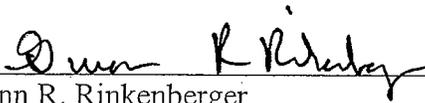
BY FACSIMILE, REGULAR
MAIL, AND CERTIFIED MAIL
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said agreement the customer assumes all responsibilities for supporting the software as well as purchasing feature upgrades to the software.”

Porter County has violated no terms of the original agreement and therefore should be entitled to have continued access to the software program until it decides to purchase a new program of its choice. Your failure to permit Porter County access to the software program at issue is in violation of law and is causing irreparable harm to Porter County.

Upon receipt of this letter we request that Porter County be granted access to the property tax software as purchased December, 2001. Failure to do so will result in litigation and a request for damages from Manatron including punitive damages.

Sincerely,



Gwenn R. Rinckenberger
Porter County Attorney

GRR/vw

Cc: Robert P. Harper
John A. Evans
Carole M. Knoblock
John Scott
Sharon Lippens ✓

AMENDMENT

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

This Amendment supersedes and replaces any prior agreement (written or oral) as to its subject matter. If there is any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall prevail.

SALES AGREEMENT

ARTICLE 1 – Products and Services

1. Delete Section 1.4 in its entirety.

ARTICLE 2 – Obligations and Responsibilities of the Parties

1. The text of Section 2.5 is replaced in its entirety with: "DELAY OR FAILURE TO PERFORM. Plexis shall not be excused for delay or failure to perform Plexis' obligations under this Agreement except for causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, illness, acts of a public enemy, war, rebellion, riot, sabotage, transportation delays, failure of supplier to make deliveries, labor disputes, acts of God, acts of federal, state or local governments or any agency thereof, and judicial action.
2. The text of Section 2.6 is replaced in its entirety with: "TERMINATION. Plexis shall have the right to terminate this Agreement and any Addenda hereto in the event the occurrence of any one of the following is not remedied by Customer within thirty (30) days of receipt of written notice thereof.
 1. CUSTOMER has not made financial arrangements satisfactory to Plexis for the purchase of the Products or Services specified in Section 1.1, or
 2. CUSTOMER neglects or fails to perform or observe any of its existing or future obligations hereunder, including without limiting the generality thereof, the timely payment of any sums due to Plexis, or
 3. If any assignment is made of Customer's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against CUSTOMER, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property or if CUSTOMER is adjudicated as bankrupt.

CUSTOMER shall have the right to terminate this AGREEMENT and any ADDENDA hereto with or without cause provided that thirty (30) days written notice of such termination has been provided to PLEXIS.

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

3. The text of Section 2.7 is replaced in its entirety with "LIABILITY. PLEXIS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM RESULTING FROM ANY OF THE PRODUCTS OR SERVICES IDENTIFIED IN SECTION 1.1, REGARDLESS OF THE FORM OF ACTION, EXCEPT FOR LOSS OR DAMAGE FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF PLEXIS. IN NO EVENT SHALL PLEXIS BE LIABLE FOR (1) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE; (2) ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS; OR (3) ANY CLAIM, WHETHER IN CONTRACT OR TORT, THAT AROSE MORE THAN ONE YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON. CUSTOMER SHALL INDEMNIFY AND HOLD PLEXIS HARMLESS FROM ANY LOSS, CLAIM OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR CUSTOMER'S USE OR POSSESSION OF THE PRODUCTS AND SERVICES, PROVIDED THAT SUCH LOSS, CLAIM OR DAMAGE WAS NOT FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY PLEXIS. PLEXIS SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CUSTOMER FROM ANY AND ALL LIABILITY OR LOSS RESULTING FROM ANY SUITS, CLAIMS OR ACTIONS BROUGHT AGAINST CUSTOMER WHICH RESULT DIRECTLY OR INDIRECTLY FROM WRONGFUL OR NEGLIGENT ACTIONS OF PLEXIS IN THE PERFORMANCE OF THIS AGREEMENT. CUSTOMER'S REMEDIES AGAINST PLEXIS SHALL BE LIMITED TO REPLACEMENT OR REPAIR OF ANY DEFECTIVE PRODUCTS OR SERVICES, OR AT THE DISCRETION OF PLEXIS OR THE CUSTOMER, A REFUND OF THE PRORATED PORTION OF THE SUMS PAID BY CUSTOMER TO PLEXIS IN THE PREVIOUS TWELVE (12) MONTHS FOR THE DEFECTIVE PRODUCTS OR SERVICES."
4. The text of Section 2.10.3 is replaced in its entirety with: "APPLICABLE LAW AND FORUM: This Agreement shall be governed by the laws of the State of Indiana. Plexis and Customer hereby consent to exclusive personal jurisdiction and venue in the state or federal courts of Porter County, Indiana, and waive the right to object to such jurisdiction and venue."
5. Delete Section 2.10.5 in its entirety.
6. The text of Section 2.10.13 is replaced in its entirety with "LIMITED WARRANTY AND DISCLAIMER: PLEXIS WARRANTS THAT, WHEN USED IN ACCORDANCE WITH WRITTEN INSTRUCTIONS PROVIDED BY PLEXIS, THE LICENSED SOFTWARE WILL OPERATE IN ACCORDANCE WITH THE GUIDELINES ESTABLISHED BY THE INDIANA STATE BOARD OF TAX COMMISSIONERS - SPECIFICALLY, THE '2002 REAL PROPERTY ASSESSMENT MANUAL VERSION C' AND ANY UPDATES THERETO THAT HAVE BEEN FORMALLY ADOPTED AND PUBLISHED BY THE INDIANA STATE BOARD OF TAX COMMISSIONERS. THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY PLEXIS WITH RESPECT TO THE LICENSED SOFTWARE. PLEXIS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE LICENSED SOFTWARE, AND PLEXIS SPECIFICALLY DISCLAIMS ALL

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

SOFTWARE SUBLICENSE ADDENDUM

1. The text of Section 6 (b) is replaced in its entirety with "PLEXIS WARRANTS THAT, WHEN USED IN ACCORDANCE WITH WRITTEN INSTRUCTIONS PROVIDED BY PLEXIS, THE LICENSED SOFTWARE WILL OPERATE IN ACCORDANCE WITH THE GUIDELINES ESTABLISHED BY THE INDIANA STATE BOARD OF TAX COMMISSIONERS - SPECIFICALLY, THE '2002 REAL PROPERTY ASSESSMENT MANUAL VERSION C' AND ANY UPDATES THERETO THAT HAVE BEEN FORMALLY ADOPTED AND PUBLISHED BY THE INDIANA STATE BOARD OF TAX COMMISSIONERS. THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY PLEXIS WITH RESPECT TO THE LICENSED SOFTWARE. PLEXIS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE LICENSED SOFTWARE, AND PLEXIS SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LATENT DEFECTS WITH RESPECT TO THE LICENSED SOFTWARE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE."
2. The following text is inserted at the end of Section 7 – Term and Termination: "(d) CUSTOMER shall have the right to terminate this ADDENDUM hereto with or without cause provided that thirty (30) days written notice of such termination has been provided to PLEXIS."

SOFTWARE SUPPORT ADDENDUM

1. The following text is inserted at the end of Item 7:

“(d) This sublicense is an addendum to the Sales Agreement and terminates when the Sales Agreement terminates.”
2. The text of Section D is replaced in its entirety with “D. **PAYMENT TERMS:** After satisfaction of initial payment, Plexis will invoice Customer monthly. Additionally, standard charges, plus all additional fees and charges accrued, and all reimbursable expenses incurred, shall be invoiced to Customer at the time services are rendered.”

Exhibit A-1, PONTEM® ecama™ Application Software License LIMITED WARRANTY AND LIMITATION OF LIABILITY

1. Delete Section 2.1.6 in its entirety

MICSELLENEOUS

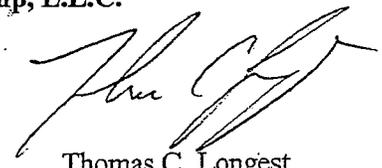
1. The text of Section 9.3 is replaced in its entirety with "This agreement shall be governed by and interpreted pursuant to the laws of the state, if any, specified elsewhere in this agreement, provided that to the extent this agreement or any action under it may affect RIA's interests, it shall be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

IN WITNESS WHEREOF, the parties have executed this Amendment as of Dec 18, 2001.

Commissioners:

Plexis Group, L.L.C.

Larry D. Sheets
Robert L. Burns
John A. Evans



By: Thomas C. Longest
Title: President
Date: November 26, 2001

MANATRON

January 26, 2007

Dear Mr. Scott,

Manatron values our customers and we recognize the importance of providing quality service at a fair price to your county. In order to enable us to continue to provide high levels of service, it is necessary to consolidate our development and support efforts. This act will allow us to leverage the return on your support dollars.

The acquisition of Plexis by Manatron was performed with the intention of moving the Indiana CAMA client base to a single common CAMA system. Manatron has actively communicated this intention with our clients repeatedly since the time of acquisition. As recently as November 2006, clients received a letter with a detailed explanation of our decision to discontinue eCAMA support at the end of calendar year 2006.

Consolidation of support positively benefits the collective Manatron customers in the following ways:

1. State of Indiana Certification will take place in a more timely fashion with all Indiana customers on a single system. This faster certification process will result in significantly reduced chances that our customer's PTRC funds may be withheld.
2. Manatron's entire support staff will all be trained on a single common system that will be used in all counties. This will allow a greater depth of personnel that are trained on a single solution, as opposed to disparate CAMA systems. This added depth results in a reduced wait time for resolution of any support needs you may be experiencing.
3. Customers will immediately have access to a much larger user base to work with and share ideas with.
4. Your county will be running on a proven software product currently running in over 400 jurisdictions nationally.
5. Software consolidation allows Manatron to leverage resources to reduce our costs, provide better service, and ultimately serve our clients better.

You are receiving this letter because at this time your county has not notified Manatron of your go forward plan related to your current CAMA system. In an effort to be flexible in meeting the specific needs of our remaining eCAMA customers, Manatron is extending some options that we hope you will find flexible in meeting your needs.

1) eCAMA counties can execute the "Letter of Understanding" (LOU) previously offered to your county by February 9, 2007. The LOU states that your county will agree to move to our ProVal Plus software, at a mutually agreed date in the future. In return Manatron will continue to provide support in 2007 at your FY 2007 support rate. If this LOU is signed and received by Manatron by 2/9/07, Manatron will agree to waive all license fees and conversion costs for the migration to ProVal Plus.

2) Purchase a site license for the eCAMA source code from Manatron outright for \$250,000 for use in your county. Neither the county nor its subcontractors, are permitted to reverse engineer, decompile, or take similar action to the source code. In addition, the source code cannot be given away, sold, or otherwise made publicly or privately known. This option will be handled under a new purchase agreement.

3) Manatron will continue to provide eCAMA support to you for 2007 and 2008, or until the State Certification laws requires a new software package to be installed. Under this option, Manatron

MANATRON

will not make changes to the software to make it compliant with the State regulations, nor will it customize for any client going forward. Once Manatron has confirmed the total number of users choosing this option we would spread the costs across all of the clients selecting this option in a fair and equitable manner.

4) The County may continue to use the software without a support agreement in accordance with the software license agreement in effect. Under this option, it is important to note the limitations of the license agreement/contract currently in place.

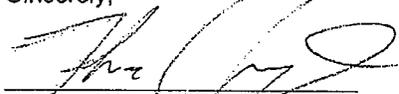
The following are a few examples of the restrictions worth noting under this agreement:

- a. Counties cannot prohibit Manatron remote access to the application
- b. Counties cannot allow a third party to support the software
- c. Counties cannot allow access by a third party for the purpose of reverse engineering or making a derivative work of the application

We strongly suggest the migration to a single, fully supported Manatron solution to realize the benefits stated in this letter. However, we recognize the need to be flexible to meet the needs of our current eCAMA customers, and we have put forward these options in an effort to accommodate the needs of your county.

We value you as our client and we hope that you will take this opportunity to move forward with us

Sincerely,


Thomas C. Longest

COUNTY - PORTER



PORTER COUNTY
ADMINISTRATION CENTER
155 INDIANA AVENUE
SUITE 211
VALPARAISO, IN 46383

JOHN R. SCOTT
PORTER COUNTY ASSESSOR

TELEPHONE: (219) 465-3460
FAX: (219) 465-3592

January 31, 2007

Thomas C. Longest
4625 W. 86th Street, Suite 800
Indianapolis IN 46268

Re: Porter County's continued use of eCAMA

Dear Mr. Longest:

I am writing to you in response to your letter dated January 26, 2007 regarding the continued use of eCAMA software, which Porter County originally purchased from Plexis. Your letter sets forth four options available to Porter County as it relates to the continued use of eCAMA.

The specific needs of Porter County as it relates to the eCAMA software is support for the software in its current form or state. As such, Porter County is interested in exploring the exercise of Option 3 or 4.

Option 3 provides that Manatron will provide support for eCAMA for a reasonable fee. Option 3 is the preferred option with the following caveat. Porter County is currently paying a monthly fee of \$3,280.00 for support of the eCAMA product. Porter County will agree to Option 3 as long as Manatron does not intend to an unreasonable increase of the monthly support fee.

Option 4 provides that Porter County can continue to use the eCAMA software without a support agreement and apparently at no cost to Porter County. We would agree to Option 4, if necessary, provided that Manatron understands that it will be allowed access to the application after proper notice and consent from Porter County, which would not be withheld unreasonably.

Clearly, Option 3 is preferred. Nonetheless, please provide me with contract language for both Option 3 and 4, as well as the fee requested for Option 3.

As a side note, Porter County has issued a check to pay Manatron for support of the eCAMA system through the end of February 2007 and we do not expect Manatron to

deny access to the eCAMA software either prior to February 28 and/or prior to negotiation of a supplemental agreement as it relates to continued use and support.

If this is not Manatron's intent, please advise in writing upon receipt of this letter.

Sincerely,



John R. Scott
Porter County Assessor

JRS/vw

cc: James Kopp, Auditor
Sharon Lippens, ITS Director
Robert Harper, Commissioner
John Evans, Commissioner
Carole Knoblock, Commissioner
Gwenn Rinkenberger, County Attorney

LETTER OF UNDERSTANDING

Dear Porter County:

As you know, Plexis Group, LLC has been acquired by Manatron, Inc. Manatron has accepted Assignment of all current Plexis contractual commitments. As a result of this, please find below details regarding how Manatron intends to honor your existing Plexis contract.

RECITALS:

WHEREAS, the Plexis Group, LLC (“Plexis”) and Porter County, Indiana (“Client”) are both parties to a Sales Agreement (“Agreement”) and Addendum dated December 4, 2001

And,

WHEREAS, Plexis has been acquired by Manatron, Inc. and assigned its interest in the Agreement to Manatron under Article 2.101(1).

And,

WHEREAS, pursuant to the Assignment, Manatron, Inc. intends to honor the commitments of the Agreement under the terms below,

NOW THEREFORE,

Porter County, Indiana understands and accepts the following terms of the Assignment:

- 1). Pursuant to Section 3.7 of the Application Software License, Manatron agrees that Porter County still maintains the right to use the Plexis eCAMA software for as long as practical. As such, Porter County is entitled to continued use of the Plexis eCAMA product for a reasonable time. Manatron agrees to continue to provide support for the Plexis eCAMA product. Support pricing will be based on Porter County’s current 2007 support rate which is a rate of \$3,280.00 per month. Manatron will continue to support the Plexis eCAMA software until Porter County either terminates the agreement or selects an appropriate certified software license replacement.
- 2). Manatron is discontinuing the Plexis eCAMA product. Porter County will be offered the Manatron ProVal system as a replacement. The software licensing and conversion for the product to ProVal will be provided to the client at no cost, if they so choose.
- 3). Manatron understands and agrees that if Porter County selects ProVal, Manatron will be solely responsible for converting all existing Plexis data contained in multiple

servers and data bases to be utilized with the ProVal system. Porter County will bear no additional cost for the transition from Plexis eCAMA to ProVal.

4). Porter County agrees that if they select ProVal it will pay \$23,000.00 in training/professional service fees to Manatron for the system upgrade from Plexis eCAMA to ProVal. This fee is intended to cover 120 hours of training as well as installation of ProVal plus software on the County's hardware. Manatron has represented that 120 hours of training should be sufficient for a county Porter County's size. Additional training, if needed, will occur as mutually agreed upon by the parties and at a cost of no more than \$1,000.00 per day, all expenses included.

5). Support pricing for both the Plexis eCAMA product and/or the Manatron ProVal CAMA system will be based on Porter County's current 2007 support rate which is a rate of \$3,280.00 per month which will accrue on a month to month basis.

6). Porter County and Manatron agree and understand that any conversion to Manatron ProVal CAMA System will necessitate the negotiation and execution of a contract between Manatron and Porter County for that service.

Manatron Representative

Acceptance: I the undersigned do acknowledge that I am duly authorized to make legally binding commitments for Porter County, Indiana and agree to the terms stated herein.

Signature: _____

Printed name: _____

Title: _____

Date: _____

LETTER OF UNDERSTANDING

Dear Porter County:

As you know, Plexis Group, L.L.C. has been acquired by Manatron Inc. Manatron has accepted Assignment of all current Plexis contractual commitments. As a result of this, please find below details regarding how Manatron intends to honor your existing Plexis contract.

RECITALS:

WHEREAS, the Plexis Group, L.L.C. (“Plexis”) and Porter County, Indiana (“Client”) are both parties to a Sales Agreement (“Agreement”) and Addendum dated December 4, 2001 and Amended on December 4 2001,

And,

WHEREAS, Plexis has been acquired by Manatron Inc., and assigned its interest in the Agreement to Manatron under Article 2.10(1),

And,

WHEREAS, pursuant to the Assignment, Manatron Inc. intends to honor the commitments of the Agreement under the terms below,

NOW THEREFORE,

Porter County, Indiana understands and accepts the following terms of the Assignment:

- 1). Manatron is discontinuing the Plexis eCAMA product. The client will be provided the Manatron ProVal CAMA system as a replacement. The software licensing and conversion for the product migration to ProVal will be provided to the Client at no cost.
- 2). The Client agrees to pay \$23,000 in Training/Professional Service fees to Manatron for the system upgrade. This fee is intended to cover 120 hours of training, as well as installation of Proval Plus Software on the counties hardware.
- 3). Support pricing contained in the original Plexis Group Agreement will be increased by 5%.

All other terms and conditions of the Agreement shall remain in effect, and shall be honored by Manatron. Please indicate your acceptance of these terms in the appropriate space provided below. Thank you very much, and Manatron looks forward to our relationship with you.

Very truly yours,

Paul Sylvester
President and CEO
Manatron Inc.

Acceptance: I the undersigned do acknowledge that I am duly authorized to make legally binding commitments for Porter County, Indiana, and agree to the terms stated herein.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

MANATRON

The power to manage well.

March 14, 2007

John Scott
Porter County Assessor
155 Indiana Avenue
Suite 204
Valparaiso, IN 46383

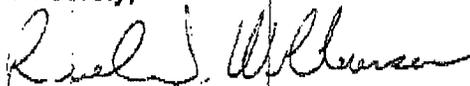
Dear Mr. Scott:

This letter serves as confirmation that Manatron, Inc. is committed to supporting the Porter County e-CAMA Implementation through December 31, 2008. Should Porter County procure and implement a new CAMA system, support will be provided as required until an agreed upon date prior to December 31, 2008.

Please note that the aforementioned support and access to the e-CAMA software is contingent upon Porter County executing a new support agreement with Manatron and at all times keeping the account in good standing.

If there are any questions or comments, please do not hesitate to contact me at any time.

Sincerely,



Ruel J. Williamson
Vice President
Manatron Incorporated