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GENERAL TERMS AND CONDITIONS (cont.)

III. LIMITATION OF LIABILITY (cont.)

C. Commercial General Liability on an occurrence basis in amounts no less than the following:

General Aggregate	$2,000,000
Products	$2,000,000
Personal/ and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$1,000,000
Medical Expenses	$10,000

Upon request by Customer, Company shall provide Customer with Certificate(s) of Insurance. Company shall use its best efforts to provide Customer with at least 30 days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

Company shall not be liable for any:

A. Special, indirect, incidental, punitive, or consequential damages, including loss of profits arising from or in any way related to any breach of this Agreement or the operation or use of the hardware, software and/or related software products and services including, without limitation, damages arising from the loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment and claims against Customer by any third party, even if Company has been advised of the possibility of such damages; and

B. Damages (regardless of their nature) for any delay or failure by Company to perform its obligations under this Agreement due to any cause beyond its reasonable control.

Notwithstanding any other provision of this Agreement, Company's liabilities under this Agreement whether under contract law, tort law or otherwise shall in no event exceed Company's insurance coverage. To the extent that a claim is not within Company's insurance coverage, Company's liability shall in no event exceed the amount actually received by Company for the hardware, software and/or related software product or servicing giving rise to such claim.

Any action by the Customer on this Agreement or otherwise relating to services preformed under this Agreement must be brought within one (1) year after the cause of action occurs or within one (1) year after completion of the work, whichever is earlier.

IV. DEFAULT

The Company may declare this Agreement in default (a "Default") if (i) the Company has not received any payments due hereunder within thirty (30) days after their due date, or (ii) the Customer fails to fulfill its obligations or violates any other term of this Agreement and fails to correct such violation within thirty (30) days after written notice from the Company, or (iii) the Customer violates the terms of any license or agreement for the software provided under this Agreement, or (iv) the Customer assigns its rights or property for the benefit of creditors or the Customer S assets or property are attached or seized pursuant to an execution of judgement or (v) a petition is filed by the Customer under Chapter 11 of the United States Bankruptcy Code or any successor or similar law. At any time after declaring a Default, the Company has the right to discontinue services and to enter any premises where the equipment and/or software may be located, with or without legal process, and take possession of the equipment and/or software. In such event, Customer hereby waives any and all claims arising from or connected with such taking and to all of Customer's rights under this Agreement, including rights to amounts paid, if any, and to the equipment and software. Company may pursue any alternative or additional and cumulative remedies provided by law and may assess against Customer all costs and attorney fees incurred in enforcing its rights herein, to the extent permitted by law.

GENERAL TERMS AND CONDITIONS (cont.)

V. TECHNOLOGY LIFE EXPECTANCY

Customer understands, acknowledges and agrees that the technology upon which computer equipment and software is based changes very rapidly. Company makes no representations that the equipment and/or software products identified on Schedules A and B of this Agreement will be functional for Customer indefinitely. Future resources may be necessary, which include, but are not limited to, additional disk storage and memory, as well as workstation/server and third-party software upgrades. Company believes that the products provided Customer hereunder will function in a satisfactory manner for a reasonable period of time; however, Company cannot guarantee that product upgrades will not be needed during the term of this Agreement. Any such upgrades and all associated costs thereof shall be Customer's responsibility.

VI. REPRESENTATIONS AND WARRANTIES OF CUSTOMER

The Customer represents and warrants to the Company that as of this date, and throughout the term of this Agreement the Customer is the entity indicated on the first page hereof. The Customer is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Customer in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of the Customer's governing body and hold the office indicated below their signatures, each of which are genuine. The Customer intends to use the equipment and/or software for the entire term of this Agreement and will take all necessary actions to include in its annual budget any funds required to fulfill its obligations for each fiscal year during such term.

VII. AGREEMENT

This Agreement, including the Schedules attached hereto and by this reference made an integral part hereof, constitute the complete and entire Agreement between the parties with respect to the subject matter hereof and supercedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

VIII. GOVERNING LAW

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

IX. STATUTORY REQUIREMENTS

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, will be as the law has been enacted and interpreted by the courts of the Customer's state as of the effective date of this Agreement.

X. CONFLICT

In case of conflict between the terms of this Agreement and terms of the attached schedule(s), the terms of the attached schedule(s) will control

XI. SEVERABILITY

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated.

XII. AMENDMENT

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a writing signed by both parties hereto.

GENERAL TERMS AND CONDITIONS (cont.)

XIII. TRAVEL EXPENSES

All pricing contained in this Agreement is exclusive of travel related expenses. Customer agrees to reimburse Company for all reasonable travel related expenses incurred by Company in fulfilling its duties and obligations under this Agreement.

XIV. INDEPENDENT CONTRACTOR

The relationship of the Company to the Customer will be that of an independent contractor, and no principal-agent or employer-employee relationship is created by this Agreement.

XV. WAIVER

No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

EQUIPMENT AND SYSTEM SOFTWARE

I. DELIVERABLES

Company agrees to provide the equipment and system software listed on Schedule A hereto during the term of this Agreement. Customer acknowledges and agrees that Company is not the manufacturer or developer, as the case may be, of any of the items contained on Schedule A.

II. TITLE - EQUIPMENT

Title to the equipment shall vest with Customer immediately upon shipment of the equipment to the Customer. Company shall retain a security interest in the equipment until the amount shown on Schedule A and all other monies payable hereunder are paid in full.

III. TITLE - SYSTEM SOFTWARE

Title to the system software provided under this Agreement shall at all times remain with the owner and Customer shall have no right, title or interest therein, provided, however, that Company shall provide for Customer a license to use said systems software for the term of this Agreement, subject to the owner's standard licensing terms.

IV. INSTALLATION

The initial installation shall be performed by Company during Company's normal working hours. Company shall deliver and install the equipment as soon as reasonably possible.

V. DESTINATION AREA TRANSPORTATION

Company shall arrange for transportation of the equipment and system software to the Customer's premises and Customer shall pay all transportation charges associated therewith.

VI. RISK OF LOSS OR DAMAGE

Customer shall assume full risk of loss or damage to the equipment immediately upon its shipment to Customer's location. As long as Company holds a security interest in the equipment, Customer shall maintain the equipment in good operating condition; keep the equipment free from liens and encumbrances; not use or permit use of equipment in any manner likely to be injurious to it; nor remove or permit removal from original location; not make or permit alteration without the prior written consent of Company; permit inspection by Company at reasonable times; and procure and maintain fire, extended coverage, vandalism and malicious mischief insurance on the full value of the equipment, naming the Company as loss payee.

VII. WARRANTY

The Company represents and warrants that it is authorized to transfer only those warranties, subject to certain limitations, conditions and qualifications, stipulated by the manufacturer or developer. The Company itself makes no warranties as to any equipment or system software, all of which, if any, are made solely by the manufacturer or developer.

THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT ARE MADE BY THE COMPANY WITH RESPECT TO EQUIPMENT AND SYSTEM SOFTWARE. THE COMPANY MAKES NO OTHER SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE ABOVE WARRANTIES, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE FOR THAT PURPOSE.

VIII. MINIMUM EQUIPMENT SPECIFICATIONS

In the event Customer should utilize any equipment and/or system software not expressly provided by Company under this Agreement, Customer shall, at its own cost and expense, ensure that said equipment and/or system software meets or exceeds the minimum specifications attached hereto as Exhibit A-1. Company represents that said minimum specifications are correct and necessary, as of the date of this Agreement, to ensure the proper operation of the latest Release of the Program Products provided herein.

APPLICATION SOFTWARE

I. DELIVERABLES

The Company does hereby grant and Customer accepts a personal, nontransferable and nonexclusive right and license to use the application software identified on the attached Schedule B during the term of this Agreement.

II. DEFINITIONS

"Program Products" shall collectively mean the application software identified on the attached Schedule B and all related materials, such as documentation, data dictionaries, etc.

"Documentation" shall mean the user manual and other similar information about the features and use of the Program Products. Such documentation shall be provided, at Company's option, in either hard copy or in electronic form.

III. DELIVERY

Company shall furnish Customer, on or about a mutually agreeable delivery date, the then current version of the Program Products.

IV. OWNERSHIP/CONFIDENTIALITY

Customer acknowledges that the Program Products, including all underlying intellectual property rights, are and shall remain the exclusive property of Company and that Company holds the copyright interests therein, the Program Products being treated as unpublished works. For purposes of this provision, the term "Program Products" shall include, without limitation, all databases and database files. Customer further acknowledges that the Program Products incorporate trade secrets and confidential information of Company, and Customer shall hold the trade secrets and confidential information in trust and shall not disclose, publish, release, transfer or otherwise make available any Program Products, in any form, to any person other than an employee of Customer or Company without the prior written consent of Company, except during the period any such person is on Customer's premises for purposes specifically related to Customer's use of the Program Products. Customer shall take all reasonable steps to insure that its employees comply with the terms of the provision. Customer shall not allow the Company's Program Products to enter the public domain.

The Program Products shall be used only for the processing of Customer's own transactions and maintaining its own records. Customer shall not: (a) permit any third party to use the Program Products or the related documentation, or permit access thereto except by its employees who need such access to carry out their duties in the ordinary and normal course of Customer's business; (b) use the Program Products or the related documentation in the operation of a service bureau or to process data or transactions for other persons or entities; or (c) allow access to the Program Products through terminals (other than those of Company) located outside Customer's business premises without the express written consent of Company.

Customer acknowledges that the Company may, at its option, provide the Program Products in either an object code or an interpreted code version. In any case, the Customer shall not translate, reverse engineer, decompile, recompile, update, enhance, modify or create derivations for all or any part of any Program Product(s) or merge any Program Product(s) into any other software. In the event Customer breaches this provision, Company's responsibility, if any, to support the Program Products shall immediately cease and the Customer's right to use the Program Products shall immediately terminate.

Customer shall have the right to copy the Program Products for backup and archival purposes only. Customer shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or embedded in any Program Products. All copies made by Customer shall be the property of Company.

Customer recognizes and acknowledges that in the event of any breach of this provision (either actual or threatened) by Customer, Company's remedies at law shall be inadequate. Customer agrees that, in such event, Company shall have the right of specific performance or injunctive relief; or both, in addition to any and all remedies and rights of law or in equity and such rights and remedies shall be cumulative.

APPLICATION SOFTWARE (cont.)

V. DATABASES

Customer acknowledges and agrees that the structure and sequence of the databases and database files, including those created by Customer under this Agreement, are proprietary to Company and subject to the confidentiality requirements as set forth in this Agreement. Any data supplied by Customer shall remain the property of Customer. Upon termination of this Agreement and upon request by Customer, Company shall return the data to Customer in a format reasonably requested by Customer (other than Company's proprietary format) upon payment of Company's then current fee for this service. Customer shall in no event continue to use the database or database files or provide the database or database files to any third party after the termination date.

VI. WARRANTY

Each Program Product is warranted, for a period of one year, to conform to the design specification for that release as designated on the Program Product specification or similar applicable release. Customer agrees that its sole and exclusive remedy and Company's sole obligation, if a Program Product warranted hereunder fails to conform to the applicable design specifications and Customer has advised Company of such failure in writing during the term of the warranty, is for Company to provide programming services to attempt to correct any defect in a timely manner. For purposes of this provision, non-conformance to design specification and the term "defect" shall mean only significant deviations from the design specifications for such current release of the Program Product. In the event Company does not correct any such defect after it has had reasonable opportunity to do so, Customer's exclusive remedy shall be the refund of the amount paid as the license fee for the defective Program Product

Company warrants that the Program Products will operate accurately, and will not abruptly end or provide invalid or incorrect results, during operation prior to, on or after January 1, 2000.

THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT IS MADE BY THE COMPANY WITH RESPECT TO PROGRAM PRODUCTS. THE COMPANY MAKES NO OTHER SUCH WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE ABOVE WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE FOR THAT PURPOSE.

VII. INTELLECTUAL PROPERTY INDEMNITY

Company agrees to indemnify, save harmless and defend Customer, at the expense of Company, from any and all suits, judgments, costs, damages, claims, demands, actions, causes of action, proceedings, expenses or liabilities of any nature, which are threatened or brought against, or are incurred by, Customer arising from a claim that any element of the licensed application Program Products constitutes an infringement of any United States patent or copyright, or is a trade secret of another; provided, however, that Company is notified thereof promptly in writing. Company shall have the sole control of the defense of any such suit, proceeding or action. Company, in its sole discretion, shall have the right to settle any such suit, proceeding or action.

If the use of any element of a Program Product is enjoined or prohibited or threatened to be enjoined or prohibited as a result of any such claim, suit, action, proceeding or settlement, Company shall have the right to (a) procure for Customer the right to continue to use said element; (b,) replace said element with a comparable element which is non-infringing or is not such a trade secret; (c) modify said element so it becomes non-infringing or no longer is such a trade secret; or (d) terminate the license for said element and credit Customer the amounts Customer has paid to Company for said Program Product.

APPLICATION SOFTWARE (cont.)

VIII. RETURN UPON TERMINATION

Within thirty (30) days after the termination or cancellation for any reason of the license(s) granted hereunder, Customer shall deliver to the Company the Program Products, and all copies thereof in whichever form. Customer shall certify, in writing, to Company that it has destroyed all electronic and/or archival copies of the Program Products. Upon prior written authorization from the Company, the Customer shall be permitted for a specific period thereafter to retain one copy of certain materials for record purposes.

SUPPORT SERVICES

I. DEFINITIONS

"Designated Holiday"
Means each of the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day.

"Release"
Means a software product providing minor error corrections, modifications or enhancements to a Program Product Version and which is generally offered and expressly designated by the Company in its sole discretion as a Release.

"Version"
Means the original of or a successor to a specified Program Product and which is generally offered and expressly designated by the Company in its sole discretion as a Version.

"Error or Defect"
Means any failure of a Program Product to conform in all material respects to its functional specifications as published from time to time by Company.

II. SCOPE OF SERVICES

Company shall render to Customer the following services:

A. SOFTWARE

Program Products

Company shall provide support services for the Program Products identified on Schedule B hereto. Such services shall include troubleshooting, technical analysis, problem diagnosis and procedural assistance. All such services shall be provided via telephone contact with Customer and/or remote dial-up access by Company into Customer's computer system.

Company shall be responsible for using all reasonable diligence to attempt to correct or cure any verifiable and reproducible Error or Defect in a Program Product by issuing corrected instructions, a restriction, a bypass or procedural workaround or a new Release. Company shall not be responsible for correcting any Error or Defect in any version of the Program Products other than the most recent Version/Release of the Program Product, provided that Company shall continue to support prior Releases for a reasonable period sufficient to allow Customer to implement the newest Version/Release. In the event Company does not resolve an Error or Defect after it has had a reasonable opportunity to do so, Customer's exclusive remedy shall be the refund of the amount paid as the license fee for the defective Program Product.

Company shall issue new Releases of the Program Products from time to time to its contracted support customers. Such Releases may include functionality enhancements, error corrections and modifications required by legislation and/or administrative rule. Depending upon the scope and magnitude of the new components of a given Release, Company may, in its sole discretion, charge Customer additional fees for such Release. In such event, Company may spread its fees for such a Release proportionally among the users of the Program Product. In no event will any such fees exceed Company's then current list price for that Program Product.

From time to time, Company may develop a completely new Version of a Program Product. Said Version would typically incorporate the use of new technologies as well as the addition of significant functional enhancements. For such new Versions, Customer must pay additional license fees, as determined by Company. In such event, Company shall continue to support the prior Version of the Program Product for a reasonable period.

SUPPORT SERVICES (cont.)

II. SCOPE OF SERVICES (cont.)

A. SOFTWARE (cont.)

System Software

Company shall provide support services for only such system software products specifically identified as eligible for Company support on Schedule A hereto. Company may not provide support services for each of the system software products it provides Customer under this Agreement. For each system software product that is supported by Company, such support shall include trouble shooting, technical analysis, program diagnosis and procedural assistance. All such services shall be provided via telephone contact with Customer and/or remote dial-up access by Company into Customer's computer system. For almost all system software products provided by Company, Customer must pay additional fees for new releases and new versions. For certain select system software products, Company does offer a comprehensive support services plan, which includes new releases/versions at no additional cost. Any products covered under this plan must be specifically identified as such on Schedule A hereto.

B. EQUIPMENT

Company shall provide onsite equipment maintenance for those hardware products specifically identified as eligible for Company maintenance on Schedule A hereto. Equipment maintenance services shall include troubleshooting, technical analysis, problem diagnosis and repair or replacement of the defective device. Any replacement unit shall be of equal or better quality and functionality than the defective device. Company, at its sole option, shall provide such services either directly, with Company's own employees, or indirectly, through the manufacturer or through third-party subcontractors. In any event, Company shall remain solely responsible to Customer for problem resolution.

In certain instances, Company may elect to replace a defective unit with a loaner unit. In such event, Company shall ship the loaner unit to Customer and Customer shall ship the defective unit to Company for repair. Once repair has been completed, the unit shall be returned to Customer and Customer shall return the loaner unit to Company. All shipping costs associated with such activity shall be the responsibility of Company. The parties further agree that the method of packaging and shipment shall be in accordance with commercially reasonable standards.

The Company is not obligated under the terms of this Agreement to repair damage to equipment caused either directly or indirectly by (a) nuclear radiation or radioactive contamination arising out of the use by Customer of radioactive material, (b) accident, negligence or abuse of or by Customer or third parties, (c) failure of Customer to maintain required environmental conditions, (d) causes external to the system such as electric power fluctuation or failures, (e) fire, windstorm, the elements, or acts of God or (f) attachment of non-Company equipment or features to the equipment by Customer or third parties. Such repair will be rendered only upon specific order by Customer and after approval by Customer of the estimated charges thereof.

Maintenance charges do not include the furnishing of supplies (such as ribbons, paper forms, media, printheads, toner or laser drums). Only supplies which meet manufacturer's specifications shall be used by Customer.

SUPPORT SERVICES (cont.)

II. SCOPE OF SERVICES (cont.)

C. GENERAL

Company shall maintain a toll-free telephone support line for Customer to report problems associated with the covered products listed on Schedules A and/or B. Telephone support is not intended to serve as a training facility.

Service coverage is 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding Designated Holidays.

The Company shall activate an escalation plan to involve the necessary technical resources should some extraordinary circumstance cause repair or problem resolution to extend beyond a reasonable time.

In certain situations associated with the repair or correction of a reported problem, additional effort may be necessary to return the system, as a whole, to normal operation, i.e., re-loading of system and/or application software, restoration of data files, etc. In such cases, it may be necessary to secure the onsite services of a Company technician. These services will be provided Customer at additional cost, billed at the Company's then current daily rate, plus travel related expenses.

Should the Customer from time to time require and request other services offered by the Company but not covered under this Agreement, the Company will provide such services at its then current time, materials and travel rates.

The Company reserves the right to request that Customer upgrade its equipment, systems software and/or Program Products to a subsequent or new release, version or model on Company request. Customer acknowledges, understands and agrees that in the event that Customer refuses to upgrade, Customer may preclude Company from performing its duties and obligations hereunder. In such event,
and notwithstanding any other provisions of this Agreement, Company reserves the right to discontinue support services.

Company shall have no responsibility or liability with respect to any problems associated in any way with Customer's installation and/or use of any equipment, system or application software purchased by Customer from another vendor. Customer acknowledges that its use of such products may adversely effect the operation of those products supplied by Company. In such event, Company will, at Customer's request, provide its best efforts to identify and, if practical, to resolve the problem. If the problem is ultimately determined by Company to be caused by or attributable to another vendor's product, Customer shall pay Company additional fees calculated at Company's then current time, material and travel rates.

III. TERM OF SUPPORT AGREEMENT

Support services shall commence on the first of the month next following installation and shall continue for an initial period of thirty-six (36) months.

This Agreement shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term.

IV. COMPENSATION

In consideration of the performance of such services as set forth in this Agreement, the Company will receive fees in the amounts set forth in Schedule A and/or Schedule B from the Customer. These fees are subject to change as further described in Section V.

V. PRICE CHANGES

If the Company utilizes a third party equipment maintenance services provider, the Company shall be entitled to change any price for equipment maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increase or decrease which the equipment maintenance services provider may from time to time make.

The Company shall be entitled to increase any prices for software support and/or equipment maintenance services provided by the Company upon thirty (30) days prior written notice to the Customer, no more than once in every twelve (12) month period under this Agreement.

VI. CUSTOMER RESPONSIBILITIES

Customer shall provide the Company with access to Customer's facilities and use of the Customer's office space, office equipment, computers and other equipment or records that may be required to perform the tasks described herein, including access after normal working hours and on weekends. The Customer shall provide the necessary personnel to maintain security of the facility, as deemed appropriate by the Customer.

Customer shall maintain site conditions within the common environmental range requirements of all system and media devices as specified by the Company.

Customer shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files. Company will advise Customer of the proper procedures regarding same.

Customer shall provide and bear the costs of Company specified modem sets. Further, Customer shall procure and maintain, at its own cost and expense, a dedicated, voice-grade phone line (no operator interface) to facilitate remote support services. This phone line shall be installed within 20 feet of the workstation to be used for remote diagnostic support and must be installed prior to equipment/software installation.

VII. COMPANY RESPONSIBILITIES

The Company shall maintain a trained staff capable of rendering the services set forth herein and will perform its services under this Agreement in a professional manner, consistent with standard industry practices.

The Company will safeguard any materials, equipment and information provided by the Customer during the term of this Agreement in a manner prescribed by the Customer. In lieu of specific guidance from the Customer, the Company will use reasonable care to prevent unauthorized disclosure of Customer information.

VIII. SUBCONTRACTS

The Company reserves the right to subcontract work, as it deems necessary, to perform the services under this Agreement.

IX. SERVICE WARRANTY

The services provided hereunder to the Customer are on an "as is" basis without warranty. THE COMPANY MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SCHEDULE A – EQUIPMENT/OPERATING SYSTEM SOFTWARE

I. EQUIPMENT

None

NOTE: Customer may be required to provide on-site assistance via telephone for remedial hardware and/or software maintenance.

II. OPERATING SYSTEM SOFTWARE

Description	Users	Price	Monthly Service Price
-Existing System Software-			
Windows 2000 – Additional Clients	8		Remain at Current
PCAnywhere (Customer currently using Reachout)	1		Remain at Current
SQL Server 2000 – Additional Clients	8		Database Administration/Support Fee
Total Operating System Software		**$0.00**	**$220.00**

SCHEDULE A TOTAL **$0.00**
+ Freight

SCHEDULE A-1 - SYSTEM SPECIFICATIONS

Customer is responsible for providing a dedicated phone line

Server's Components	Minimum Requirements	Recommended Configuration
Processor:	-700MHz Pentium III	-Dual 933MHz Pentium III
Memory:	**Servers not running RDBMS** -256MB of RAM **Servers running RDBMS** -512MB of RAM	**Servers supporting one application** -512MB of RAM **Servers supporting multiple applications** -1024MB of RAM
Disk Subsystem:	- Wide Ultra 2 SCSI Controller - (2) 18GB Wide Ultra2 SCSI Disk Drives (10k RPM) - 40X SCSI CD Rom Drive - 12/24GB 4mm, DAT Tape Drive or - 20/40GB DLT Tape Drive	- Wide Ultra3 RAID Controller(s) - RAID Level 1 Drive (Two 18GB 15,000(RPM) **Operating system and memory swap file** - RAID Level 1 Drive (Two 18GB 15,000 RPM) - RDBMS Logs - RAID Level 5 Drive (Three or more 18GB 15,000 RPM) **RDBMS Data and Image Data** - 35/70 DLT Tape Drive or Library
Network:	- 100Mbit PCI bus Ethernet Card - 56K US Robotics Modem (External)	- 100Mbit PCI bus Ethernet Card - 56K US Robotics Modem (External)
Software:	- Windows NT Server 4.0 SP5 - SQL Server 2000 - Veritas Backup Executive - PcANYWHERE	- Windows 2000 - InoculateIT

Specifications are intended for sites that have fewer than 25 users. Please consult with Manatron Database Management Services regarding disk space usage.

SCHEDULE A-1 - SYSTEM SPECIFICATIONS (continued)

Workstation Components	Minimum Requirements	Recommended Configuration
Hardware:	- 800MHz Pentium III - 128MB of RAM - 17" Monitor (1024x768 resolution) - 4GB Disk Drive - 10Mbit PCI bus Ethernet Card - 24X CD-Rom	- 933MHz Pentium III - 256MB of RAM - 19" Monitor (1024x768 resolution) - 10GB Disk Drive - 100Mbit PCI bus Ethernet Card - 40X CD-ROM
Software:	- Windows 98 or Windows NT Workstation - PcANYWHERE (one for every two hosts)	- Windows 2000 - PcANYWHERE (one for every two hosts - SnagIt, PrintKey, or other equivalent Screen capture - Crystal Reports
Network:	- 100Mbit PCI bus Ethernet Card - 56K US Robotics Modem (External)	- 100Mbit PCI bus Ethernet Card - 56K US Robotics Modem (External)

Network Components	Minimum Requirements	Recommended Configuration
Network:	-Category 5 UTP cable ran to each Ethernet Device Servers must have a 100Mbit per second Ethernet connection, all other devices must have a 10Mbit per second Ethernet Connection	-100Mbit Switched Ethernet for all devices

Application Specific Specifications

Application	Minimum Requirements	Recommended Configuration
MVP CAMA	**Printer** - HP4100N w/additional 64MB & duplexing	**Printer** - HP8150DN w/additional 64MB

SCHEDULE B– APPLICATION SOFTWARE

I. APPLICATION SOFTWARE LICENSE(S)

Description	Users	Price	Monthly Service Price
CAMA APPRAISAL/ASSESSING * 50 IAC 2.3			
Proval Appraisal – full users	6		
Proval Appraisal – Inquiry only	2		
Manalink	1		
Total Application Software		**$37,000.00**	**$970.00**

* See Attachment 1

II. APPLICATION SOFTWARE ALLOWANCE -$32,000.00

SCHEDULE B TOTAL $5,000.00

SCHEDULE C- PROFESSIONAL SERVICES

I. IMPLEMENTATION/SOFTWARE TRAININ G/CONSULTATION
(To be invoiced as incurred)

Description	No. Of Days	Total Price
CAMA – Proval		
Manalink		
Total Implementation/Training/Consultation	**7**	**$4,200.00**

Company shall provide training to Customer for the application software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner. All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions. Up to six hours of training are included in one "full day" of training. Customer acknowledges the importance of receiving the training provided herein and shall use its best efforts to ensure that said training is fully completed. In any event, Company's obligation to provide said training shall terminate twenty-four (24) months from the date of this Agreement. Manatron recommends one (1) person per PC/terminal, not to exceed 8 per trainer. Customer is responsible for all travel-related expenses associated with implementation/training/consultation.

II. DATA & SYSTEM CONVERSION / TRANSFER / CUSTOMIZATION

Description	Price
Data Conversion Includes: **CAMA**	
Data Transfer/Customization	
Total Conversion/Transfer/Customization Services	**$5,000.00**

Company shall provide conversion services to transfer data associated with the application software identified above. Company shall only convert such data as (i) is required by the new application software provided by this Agreement and (ii) Company is reasonably able to convert. Any data that is not converted by Company, as well as any data files associated with any third party product (such as word processing, spreadsheet, etc.) must be manually converted by Customer

III. MISCELLANEOUS SERVICES

Description	Price
Pre Installation/Configuration	
Application Software Installation	
System Software Installation	
Total Miscellaneous Services	**$4,000.00**

SCHEDULE C TOTAL **$13,200.00**

Plus Travel-related Expenses

SCHEDULE D – PRICING SUMMARY

A. One-Time Costs:

DESCRIPTION	PURCHASE PRICE
SCHEDULE A - EQUIPMENT AND OPERATING SYSTEM SOFTWARE	$0.00
SCHEDULE B - APPLICATION SOFTWARE LICENSE(S) and ALLOWANCE	$5,000.00
SCHEDULE C - PROFESSIONAL SERVICES	$13,200.00
TOTAL PURCHASE PRICE	**$18,200.00**

B. On-Going Costs:

MAINTENANCE/SUPPORT/ADMINISTRATION	MONTHLY FEE
SCHEDULE A - EQUIPMENT AND OPERATING SYSTEM SOFTWARE SUPPORT	
SCHEDULE B APPLICATION SOFTWARE SUPPORT	
TOTAL ON-GOING COSTS	**$1,190.00**

The On-going Costs listed above will either be added to or may replace your current monthly fees.

ATTACHMENT 1
Contract IN2002.038

Addendum to Manatron, Inc. Software License Agreement For Assessment Software Customer

Manatron, Inc. ("Manatron") and Customer hereby enter into this addendum to the Software License Agreement previously or contemporaneously entered into between Manatron, Inc. and Customer (respectively referred to as the "Agreement" and the "Addendum"). This Addendum is subject to the terms and conditions of the Agreement, which shall remain in full force and effect, except as expressly modified or supplemented by this Addendum.

ADDITIONAL PROVISIONS.

I. **PROGRAM PRODUCT BASIC REQUIREMENTS.** In addition to the provisions set forth in the Agreement, Manatron shall use its best efforts to ensure that the Program Products meet the requirements set forth in the Indiana Administrative Code (the "IAC") Section 12-1-3 (50 IAC 12-1-3). These requirements include:

A. The Program Products shall price all classes of property strictly according to the laws of the State of Indiana (the "State").
B. The Program Products shall produce all files and reports for use by Customer as required by the laws of the State.
C. The Program Products shall allow local officials to design their own supplemental files and reports using Manatron recommended third-party products.
D. The Program Products shall provide the user with the ability to import, store, and export data, both for use by the State and to facilitate movement of data between computer systems as reasonably required by Customer.
E. The Program Products shall provide the user with the ability to link a file used to store digitized photographs in a standard format.
F. To the extent that Manatron provides hardware to Customer, such hardware shall be compatible with the data export and transmission requirements in a standard format prescribed by the Department of Local Government Finance (the "Department") and Legislative Services Agency of the State.

II. **REQUIRED AGREEMENT PROVISIONS.** In addition to the provisions set forth in the Agreement, Manatron shall use its best efforts to ensure that the requirements set forth in IAC Section 12-12-1 (50 IAC 12-12-1) are met. These requirements include:

A. Manatron shall submit to the Department all disputes regarding whether the Program Products meet the software standards as set forth by the State.
B. All disputes not covered under section II.A. above shall be resolved under the laws of the State.
C. Manatron shall use its best efforts to ensure that the Program Products comply with the provisions of IAC Section 12, *et seq.*
D. All provisions in the Agreement and this Addendum shall be binding on all parties to the contract and their successors or assigns.
E. To the extent Manatron provides hardware to Customer, the hardware must be accepted and confirmed by Customer's Assessor.
F. Manatron acknowledges that if Customer's certification by the State is denied, decertified, or revoked, the Agreement and this Addendum may be terminated. If the Agreement or this Addendum is terminated pursuant to this Section II.F, Customer shall compensate Manatron for all Program Product or Third-Party Software licenses, hardware and support services provided by Manatron to Customer as of the date of termination.
G. Manatron shall use its best efforts to make any Program Product or service change that may be required as a consequence of a change in any law, rule or state board policy statement relating to the computer system, provided that Manatron is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties.

III. ASSESSOR SOFTWARE PROVIDER REQUIREMENTS. In addition to the provisions set forth in the Agreement, Manatron shall use its best efforts to ensure that the software provider requirements set forth in IAC Section 12-12-2 (50 IAC 12-12-2) are satisfied. These requirements include:

A. The software maintenance agreement between Manatron and Customer shall comply with the standards set forth in IAC Section 12.

B. Manatron shall provide assistance to Customer as may be required to modify the Program Products to comply with changes in the laws, Department rules, or Department policy statements within the time period prescribed by the law, rule, or Department, provided that Manatron is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties.

C. Manatron shall use its best efforts to meet its support obligations for the Program Products as provided in the Agreement.

D. Customer shall have no claim or right to Manatron's documentation or source code except as provided through a source code escrow agreement, if any, as executed by Manatron and Customer in connection with the Agreement.

IV. STATE OF INDIANA REAL PROPERTY ASSESSMENT MANUAL. In addition to the provisions set forth in the Agreement, Manatron shall use its best efforts to ensure the requirements set forth in IAC Sections 2.3 and 12 (50 IAC 2.3, 50 IAC 12) are met. These requirements include:

A. Manatron has read and reasonably understands the requirements set forth in the State of Indiana Real Property Assessment Manual (50 IAC 2.3).

B. The Program Products shall conform to the operational requirements set forth in the State of Indiana Real Property Assessment Manual (50 IAC 2.3).

V. TERMINATION. Manatron shall use commercially reasonable efforts to meet the certification requirements as provided in IAC Section 12, *et seq*. If Manatron is unable to meet the certification requirements after using commercially reasonable efforts, Manatron's liability for damages of any kind resulting from a breach of the Agreement or this Addendum, regardless of the form of action or theory of liability, shall not exceed Manatron's insurance coverage. To the extent that a claim is not within Manatron's insurance coverage, Manatron's liability shall not exceed: (i) in the event of damage associated with a service or hardware product, the fee paid by Customer for that service or hardware product under the Agreement; or (ii) in all other cases, the license fee paid by Customer for use of the Program Products or Third-Party Software. In no event shall Manatron be liable for any incidental, indirect, consequential, punitive or special damages, including without limitation, lost profits or revenues, lost goodwill or loss of business even if Manatron has, or should have had knowledge, actual or constructive, of the possibility of such damages.

VI. APPROVAL BY THE STATE OF INDIANA. The Department approves and certifies the Program Products under the laws of the State. Customer shall not request requirements beyond the standards set forth and approved by the Department.

* * *

AGREEMENT ACCEPTANCE

MANATRON, INC. and Customer, by signature below, acknowledge that they have read this Agreement, including the schedules detailed below, understand it and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Schedules that are a part of this Agreement, include:

Schedule A – Equipment/Operating Systems Software
Schedule B – Application Software License(s)
Schedule C – Professional Services
Schedule D – Pricing Summary
Attachment 1 – Addendum for Assessment Software

Accepted:

MANATRON, INC.

By Paul Sylveste

Title Paul Sylvester. Chief Executive Officer ~~James W. Flake, Executive Vice President~~

Date June 25, 2002

Accepted: **SHELBY COUNTY, INDIANA**

By Robert H. Wade

Commissioner/President Robert Wade
(Name and Title)

By Kevin R. Nigh

Commissioner, Kevin Nigh
(Name and Title)

By David M Mohr

Commissioner, David Mohr
(Name and Title)

Date _____

Attested:

By Margaret Brunk

Auditor, Margaret Brunk
(Name and Title)