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PROPMAN LICENSING AGREEMENT
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into as of the 03 day of April, 2006, by and between ASSESSMENT SOFTWARE SOLUTIONS, INC. ("AS2"), whose principal place of business is 9670 Coyote Court, Noblesville, IN 46060, and CICERO TOWNSHIP ASSESSOR, BY AND THROUGH ITS BOARD OF COMMISSIONERS (the "County"), Tipton County Courthouse, Tipton, Indiana.

Recitals:

WHERAS, AS2 operates an assessment software and consulting firm based in Indiana and possesses certain skills and expertise related to the electronic reporting requirements for county assessors; and

WHEREAS, the Cicero Township Assessor has advised the Board of Commissioners that the Cicero Township Assessor's office is in need of certain software to meet state reporting requirements and has recommended that the County contract with AS2 to provide software and professional services to satisfy the reporting requirements of the State of Indiana;

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. Independent Contractor.
The relationship of the AS2 to the County in providing the goods and services under this Agreement is that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement. The County acknowledges and agrees that AS2 may engage directly or indirectly in other business activities and ventures not otherwise proscribed herein.

2. License of Software.
AS2 hereby grants to the County and the County hereby accepts a perpetual, nontransferable and nonexclusive right and license to use PropMan, a sales disclosure database and management system developed and owned by AS2 ("PropMan"). Title to the PropMan shall at all times remain with the AS2 and County shall have no right, title or interest therein, except as set forth in this Paragraph.

3. Limitations of Use/Confidentiality.
The County understands and agrees that PropMan shall be used solely and exclusively by the County, and the County shall not: (a) permit any third party to use PropMan or permit access thereto except by its employees who need such access to carry out their duties in the ordinary and normal course of the County's business; (b) use PropMan or related documentation in the operation of a services bureau or to process data or transactions for

other persons or entities; or (c) allow access to PropMan through terminals other than those of the County without the express written consent of AS2. AS2 shall maintain confidentiality of all County records, data, information, correspondence of any type. All information related to the services provided under this Agreement shall be provided to the County only unless otherwise directed by the County or directed by a court of law.

The County shall have the right to copy PropMan for backup or archival purposes only. The County shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or embedded in PropMan.

4. Warranty of Ownership.
AS2 hereby represents and warrants that it is the owner of PropMan; that it possesses full proprietary intellectual property rights, including the right to grant a license; and that no other person or business entity has any right or claim to the ownership of PropMan.

5. Warranty of Software.
PropMan is warranted, for a period of one year, to conform to the design specifications of the State of Indiana. If a PropMan fails to conform to the applicable design specifications, AS2 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. In the event AS2 does not correct any such defect after it has had reasonable opportunity to do so, County shall have all remedies available to County under equity or law, and shall in addition, be entitled to recover reasonable attorney fees incurred in the enforcement of this Agreement. AS2 represents and warrants that PropMan will be suitable for the particular purposes of the County, and that the PropMan will perform the functions required by the Cicero Township Assessor for which PropMan has been purchased.

6. Intellectual Property Indemnity.
AS2 agrees to indemnify, save harmless and defend County, at the expense of AS2, 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, County arising from a claim that any element of the licensed application of PropMan constitutes an infringement of any United States patent or copyright, or is a trade secret of another; provided, however, that AS2 is notified thereof promptly in writing. AS2 shall have the sole control of the defense of any such suit, proceeding or action. AS2, in its sole discretion, shall have the right to settle any such suit, proceeding or action. If the use of any element of PropMan is enjoined or prohibited or threatened to be enjoined or prohibited as a result of any such claim, suit, action, proceeding or settlement, AS2 shall have the right to (a) procure for County the right to continue to use said element; (b,) replace said element with a comparable element which is noninfringing 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 County the amounts County has paid to AS2 for PropMan.

7. Installation of Software/ Updates.
As a part of its obligations under this Agreement, AS2 shall undertake the workflow design, setup, installation, network configuration of PropMan on the computer system of the Cicero Township Assessor's Office. AS2 shall also provide to the County all software updates for a period of One (1) year following the date of installation of PropMan on the Cicero Township Assessor's office computer system.

8. Training/Technical Support.
AS2 shall also provide to the County training for up to three (3) users with a total time of eight (8) hours. For a period of One (1) year following installation, AS2 shall also provide technical support to the Cicero Township Assessor's office and any maintenance that may be required. In performing its duties under this Agreement, AS2 agrees to work closely with the Cicero Township Assessor's office to insure that the County meets all statutory deadlines. AS2 also agrees to work in conjunction with the Cicero Township Assessor's office and other services providers, including but not limited to those associated with reassessment activities and mass appraisal providers, to integrate and transfer information so as to provide information to the County in a uniform format.

9. Time of Performance.
AS2 shall perform all delivery and installation services provided under this Agreement within thirty(30) days of execution of this Agreement.

10. Purchase Price.
AS2 hereby sells its license and first-year training and technical support services for PropMan to the County for the sum of Five Thousand Eight Hundred and Ninety Five Dollars ($5,895.00).

11 Hardware .
All computers using the PropMan software must have at a minimum 246MG ram and must be connected to the Cicero Township Assessor's central server.

12. Annual Service and Maintenance Agreement.
AS2 agrees that in the event the County seeks to extend the maintenance services provided under this Agreement for an additional year following installation of the software, the County may purchase such service for the sum of One Thousand Four Hundred and Seventy Five Dollars ($1,475.00). The scope of services shall include ongoing technical support services, and free software updates, including state mandated changes to the forms.

13. Additional On-site Support Services.
AS2 agrees to provide technical support outside the scope of this Agreement that the Cicero Township Assessor's office may require at the rate of Ninety-five Dollars ($95.00) per hour.

14. Payment.
AS2 shall invoice the County 100% of the Purchase Price upon installation.

Services shall be invoiced as provided, except for maintenance and support services which shall be invoiced annually, in advance, commencing on the first of the month next following installation. Unless County notifies AS2 that it rejects the PropMan as non-conforming, the PropMan shall be deemed to be accepted by County sixty (60) days after installation. County agrees to pay AS2 within thirty (30) days following advertisement of claims, and any approvals required by the State of Indiana pursuant to state law.

15. Remedies.
The parties agree that the nature of this Agreement is such that monetary damages may afford an insufficient remedy for the nonbreaching party. In the event either party fails to comply with the terms of this Agreement, the nonbreaching party may pursue all legal and equitable remedies, including specific performance and injunctive relief, and may, in addition, recover reasonable attorney fees incurred in the enforcement of the terms of this Agreement.

16. Entire Agreement.
This Agreement constitutes 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.

17. Governing Law/Jurisdiction.
This Agreement will be interpreted under the laws of the State of Indiana. The state courts of the State of Indiana, shall have exclusive jurisdiction in this matter, and the parties agree that the courts of Tipton County shall have exclusive venue.

18. Interpretation.
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 Indiana.

19. 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.

20. Waiver.
No waiver of any breach of any provision of this Agreement or the failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.

21. 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.

22. Survival.
The provisions of this Agreement relating to confidentiality shall survive the termination of this Agreement.

23. Notices.
All notices required under this Agreement shall be given in writing and deemed sufficient if sent by certified mail, to the Cicero Township Assessor's office at: c/o Cicero Township Assessor, Tipton County Courthouse, 101 E Jefferson St, Tipton, IN 46072; and to AS2 at: 9670 Coyote Court, Nobles, IN 46060; or to any other such address as given to the other party in writing.

24. Responsibilities.
The final determination of assessed value and true tax value is and shall remain the responsibility of the Cicero Township Assessor.

25. Non-Discrimination.
Pursuant to IC 22-9-1-20, AS2 and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the individual's hire, tenure, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant shall constitute a material breach of this Agreement

26. Delays.
Whenever AS2 or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall within fifteen (15) days, provide written notice of the delay to the other party.

27. Assignment/Subcontracting.
AS2 acknowledges that the County is entering into this Agreement upon the specific reliance of the knowledge and expertise of AS2. AS2 may not assign or sub-contract any services to be performed under this Agreement without first obtaining the written consent of the Cicero Township Assessor. In the event a third party or subcontractor provides services with the consent of the Cicero Township Assessor, AS2 understands and agrees that it shall remain responsible for contract performance, and with the compliance of the terms and conditions of this Agreement and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

28. Force Majeure.
Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and any other

similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

29. Authority to Execute.
The signatories to this Agreement herein represent and warrant that each of them is duly authorized and empowered to execute this Agreement for and on behalf of the principals they respectively represent.

DATED this 03 day of April, 2006.

BOARD OF COMMISSIONERS OF TIPTON COUNTY, INDIANA

By: _____

By: _____

By: _____

ASSESSMENT SOFTWARE SOLUTIONS, INC.

By: _____
Phillip Folkerts, President