

Warren

Tax

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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2005.006.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2005.006 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Table with 2 columns: 'By and Between' and 'And'. It contains contact information for Manatron, Inc. and Warren County, Indiana, including addresses, phone numbers, and email addresses.

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

WARREN COUNTY, INDIANA - COMMISSIONERS

By: [Signature] (Signature)

By: Thomas A. Hetrick (Signature)

Its: DIRECTOR OF CONTRACTS (Title)

Its: COMMISSIONER (Title)

Date: 11/16/05

Date: 11-7-05

Witnessed: [Signature]

By: [Signature] (Signature)

By: Vicky Sue Mergen

Its: Commissioner (Title)

Date: 11-07-2005

By: James E. Lanham (Signature)

Its: Commissioner (Title)

Date: 11-07-2005

Witnessed: Carolyn Weston

Date: 11-7-05

SIGNATURE PAGE

Date: November 2, 2005 M.R.

**HARDWARE SCHEDULE FOR WARREN COUNTY, INDIANA**

Schedule No. IN2005.006.01 to the Master Agreement for Licensed Software, Hardware and Services.

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<b>HARDWARE</b>				
<b>Equipment Description</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Office</b>
Hard Drives (73GB)	2	\$ 367.00	\$ 734.00	Auditor
HP LaserJet 4350N	2	\$ 2,883.00	\$ 5,766.00	Auditor
Epson TM675 Printer (Validation with Receipting)	1	\$ 544.00	\$ 544.00	Auditor
Epson Validation Power Supply for TM-U675P	1	\$ 55.00	\$ 55.00	Auditor
Parallel Cable for TMU675P	1	\$ 10.00	\$ 10.00	Auditor
EPSON Journal Paper 3.25" 1-Ply for TMU675	1	\$ 3.00	\$ 3.00	Auditor
EPSON Black Ribbons for TMU675	6	\$ 3.50	\$ 21.00	Auditor
Metrologic 9540 USB Scanner	1	\$ 249.00	\$ 249.00	Auditor
<b>Total Hardware Fees:</b>				<b>\$ 7,382.00</b>

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.****TERM OF HARDWARE SCHEDULE:** This Schedule shall expire upon the later of the (1) receipt and payment of the Hardware as specified above or (2) expiration of the Hardware warranty (if applicable).

Date: November 2, 2005 M.R.

MANATRON CONFIDENTIAL INFORMATION

**THIRD-PARTY SOFTWARE SCHEDULE FOR WARREN COUNTY, INDIANA**

Schedule No. IN2005.006.01 to the Master Agreement for Licensed Software, Hardware and Services.

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THIRD-PARTY SOFTWARE				
Software Description	QTY	Unit Price	Total Price	Office
Windows 2003 Server Device CAL's	9	\$ 33.00	\$ 297.00	4-Auditor, 5-Treasurer
Windows 2003 Server Device CAL	1	Customer to supply		Assessor
PCAnywhere V11.5 (host & remote)	1	\$ 235.00	\$ 235.00	Auditor
SQL Server 2000 - Standard Additional CAL's	9	\$ 169.00	\$ 1,521.00	4-Auditor, 5-Treasurer
SQL Server 2000 - Standard Additional CAL	1	Customer to supply		Assessor
Crystal Reports (Runtime)	9	Included in Application Software		4-Auditor, 5-Treasurer
<b>Total Third-Party Software Fees:</b>			<b>\$ 2,053.00</b>	

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

**TERM OF THIRD-PARTY SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: November 2, 2005 M.R.

**SOFTWARE SCHEDULE FOR WARREN COUNTY, INDIANA**

Schedule No. IN2005.006.01 to the Master Agreement for Licensed Software, Hardware and Services.  
 This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2005.006 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
MVP Tax - Full Use Licenses	MVPTAX	8	\$ 5,000.00	\$ 40,000.00	4-Auditor 4-Treasurer
MVP Tax - Inquiry Access Only License		1	\$ 1,000.00	\$ 1,000.00	Treasurer
MVP Tax - Inquiry Access Only License		1	No charge	No charge	Assessor
<b>Total Software Fees:</b>					\$ 41,000.00

**SOFTWARE USE RESTRICTIONS:**

8-Users Full Access User of MVPTAX  
 2 ~~4~~-Inquiry Only Access User of MVPTAX

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

Date: November 2, 2005 M.R.

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR WARREN COUNTY, INDIANA**

Schedule No. IN2005.006.01 to the Master Agreement for Licensed Software, Hardware and Services.

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HARDWARE MAINTENANCE SERVICES			
Hardware Product	Model Number	Annual Price	Office
All Hardware included in this agreement includes Manufacturer Warranty only.			
Total Hardware Maintenance Fees:			\$ -

**HARDWARE MAINTENANCE:** Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.**

**DELAYED BILLING FEES:** If Customer is billed on a monthly or quarterly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

SOFTWARE SUPPORT SERVICES			
Software Product	Quantity	Annual Price	Office
MVP Tax - Full Use Licenses	8	\$ 12,000.00	4-Auditor, 4-Treasurer
MVP Tax - Inquiry Access Only License	24	600 <del>300</del>	Treasurer/Assessor
Windows 2003 Server Device CAL's	10 <del>9</del>	Per Call	4-Auditor, 5-Treasurer
PCAnywhere V11.5 (host & remote)	1	\$ 120.00	Auditor
SQL Server 2000 - Standard Additional CAL's	9	\$ 2,820.00	4-Auditor, 5-Treasurer
SQL Server 2000 - Standard Additional CAL's	1	\$ 180.00	Assessor
Crystal Reports (Runtime)	9	Per Call	4-Auditor, 5-Treasurer
Total Software Support Services Fees:			\$ 15,720.00

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**THIRD-PARTY SOFTWARE SUPPORT:** Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

**TERM OF SUPPORT SERVICES SCHEDULE:** 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 Schedule 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. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**DELAYED BILLING FEES:** If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: November 2, 2005 M.R.

**PROFESSIONAL SERVICES SCHEDULE FOR WARREN COUNTY, INDIANA**

Schedule No. IN2005.006.01 to the Master Agreement for Licensed Software, Hardware and Services.

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PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Annual Fee	Estimated Completion Date
Equipment Install/Setup - 3-PCs, 2-Laser Printers, 1-Validator, 1-Wand, 3-Disk Drives & Memory for Server	INSHW	1	\$ 2,071.00	\$ 2,071.00	N/A	TBD
Application Software Installation	INSAPP	1	\$ 1,000.00	\$ 1,000.00	N/A	TBD
System Software Installation	INS3RD	0.5	\$ 1,000.00	\$ 500.00	N/A	TBD
Conversion	CONV	1	\$ 5,000.00	\$ 5,000.00	N/A	TBD
<b>Total Professional Services Fees:</b>				<b>\$ 8,571.00</b>		

**TERM OF PROFESSIONAL SERVICES SCHEDULE:**

**CABLING/NETWORKING – Not included in contract**

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Total Price	Days/QTY	Office
MVP Tax Training - (Billed as Used)	TRNG	18,000.00	20	TBD
<b>Total Consultation/Training Services Fees:</b>			<b>\$ 18,000.00</b>	

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

**PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

**ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Manatron shall provide professional & training services to Customer for in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Date: November 2, 2005 M.R.

**SUMMARY SCHEDULE FOR WARREN COUNTY, INDIANA**

Schedule No. IN2005.006.01

<b>ONE TIME FEES</b>	
DESCRIPTION	Total Price
HARDWARE	\$ 7,382.00
THIRD-PARTY SOFTWARE	\$ 2,053.00
SOFTWARE	\$ 41,000.00
Software Discount for Signing prior to November 21, 2005. Discount is void if Customer signs after November 21, 2005.	\$ (10,000.00)
PROFESSIONAL SERVICES	\$ 8,571.00
TRAINING (Billed as Used)	\$ 18,000.00
<b>Total One Time Fees - Plus Freight:</b>	<b>\$ 67,006.00</b>

Payment Summary	
BILLING DATE	INVOICE AMOUNT
Down Payment – Due on signing and invoicing by Manatron	20,000.00
January 1, 2006	14,503.00
January 1, 2007	14,503.00

\*Training of \$18,000.00 will be billed as used plus travel related expenses.

**Payment Terms for One Time Fees:** Manatron will invoice 20,000.00 upon Contract Signing. Manatron will also invoice \$14,503.00 in January 2006 and \$14,503.00 in January 2007. Any Training Services fees are billed as used and are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all reasonable travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

<b>ONGOING FEES</b>	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 15,720.00
<b>Total Ongoing Fees:</b>	<b>15,720.00 <del>45,240.00</del></b>

**Payment Terms: Software Support:** Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: November 2, 2005 M.R.

**APPENDIX A**

**MINIMUM REQUIREMENTS**

<b>Server Components</b>	<b>Minimum Requirements</b>	<b>Recommended Configuration</b>
Processor:	3GHz Intel Xeon	Dual 3.6GHz Intel Xeon
Memory:	1GB of RAM (servers not running an RDBMS) 2GB of RAM (servers running an RDBMS)	1GB of RAM (servers supporting one application) 2GB of RAM (servers supporting multiple applications)
Disk Subsystem:	Wide Ultra160 RAID Controller RAID Level 5 Drive (Three or more 10,000 RPM Disk Drives) 24x CD-ROM Drive 20/40GB DLT Tape Drive	Wide Ultra320 RAID Controller(s) RAID Level 1 Drive (Two 15,000 RPM Disk Drives) Operating system and memory swap file RAID Level 1 Drive (Two 15,000 RPM Disk Drives) RDBMS Logs RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) RDBMS Data and Image Data Redundant Power Supply 40/80 DLT Tape Drive or Library
Software:	Windows 2000 or Windows 2003 Server SQL Server 2000 Veritas Backup Exec 9.x PCAnywhere 11.x	eTrust Antivirus

<b>Workstation Components</b>	<b>Minimum Requirements</b>	<b>Recommended Configuration</b>
Hardware:	2.8 GHz Pentium IV 512MB of RAM 17" Monitor (1024x768 resolution) 20GB Disk Drive 100Mbit PCI bus Ethernet Card 24X CD-ROM Drive	3.6 GHz Pentium IV 1GB of RAM 19" Monitor (1024-768 resolution) 40GB Disk Drive 100Mbit PCI bus Ethernet Card DVD-ROM Drive
Software:	Windows 2000 Professional PcANYWHERE (one host per office)	Windows XP Professional SnagIt, PrintKey, or other equivalent screen capture utility Crystal Reports

<b>Network Components</b>	<b>Minimum Requirements</b>	<b>Recommended Configuration</b>
Network:	Category 5 UTP cable ran to each Ethernet device 100Mbit Switched Ethernet for all devices	

**APPLICATION SPECIFIC SPECIFICATIONS**  
(CUSTOMER is responsible for providing a dedicated phone line)

<b>Application</b>	<b>Minimum Requirements</b>	<b>Recommended Configuration</b>
Manatron CAMA	Printer: HP 4250N w/additional 64MB & duplexing	Printer: HP8150DN w/additional 128MB highly recommended for printing property record cards
Recorder	Printers: HP4250N w/additional 64MB Eltron TLP 2844 w/Black Line Sensor	Printer: HP8150DN w/additional 128MB
Recorder w/ Imaging	Printers: HP 8150N w/additional 64MB Monitors: 1280X1024 resolution 19" Monitor, view only 21" Monitor, scanning Scanners: Canon DR-3060 Adaptec 2940 SCSI Card w/appropriate cable	Printers: HP 8150DN w/additional 128MB Monitors: 1280X1024 resolution 21" Monitor, scanning Scanners: Canon DR-5020 Fujitsu M3097DG
Manatron Tax	Printers: HP 4250N w/additional 128MB Epson TM-U675P validator (receipting options) Scanners: Metrologic 9520 w/keyboard wedge	Printers: HP 8150DN w/additional 128MB highly recommended for printing tax bills

**Current Annual Software Fees (Auditor) \$ 18,455.00**

		<b>Office</b>	<b>Comments</b>
<b>Items to be Deleted Software</b>			
IN Tax Billing Support	(1,596)	Auditor	Change to Per Call Support
IN Tax System Collections Support	(2,032)	Auditor	Change to Per Call Support
IN Tax Distribution Support	(1,596)	Auditor	Change to Per Call Support
Report Writer Support	(1,936)	Auditor	Change to Per Call Support
VMS Operating System Comprehensive Support	(4,769)	Auditor	Change to Per Call Support
<b>Items to be Deleted Hardware</b>			
600LPM Printer	(2,621)	Auditor	Change to Per Call Support
Printer	(441)	Auditor	Change to Per Call Support
Printer	(139)	Auditor	Change to Per Call Support
MV3100-85	(1,184)	Auditor	Change to Per Call Support
1.05GB Disk Drive	(252)	Auditor	Change to Per Call Support
8GB Internal Tape Drive	(491)	Auditor	Change to Per Call Support
Decserver 90L+ - Qty 4	(404)	Auditor	Change to Per Call Support
Ethernet Backplane	(88)	Auditor	Change to Per Call Support
Decrepeater	(88)	Auditor	Change to Per Call Support
4.3GB Disk Drive	(214)	Auditor	Change to Per Call Support
24-PIN Printer	(76)	Auditor	Change to Per Call Support
PC's - Qty 4	(480)	Auditor	Change to Per Call Support
Ethernet Card - Qty 4	(48)	Auditor	Change to Per Call Support
<b>Total Support Items to be Deleted</b>	<b>\$ (18,455.00)</b>		
<b>Additional Software Support</b>			
This Agreement # IN2005.006.01	\$ 15,240.00		
<b>Total Annual Support reduced by:</b>			<b>(3,215.00)</b>
<b>Total New Annual Support Fee</b>	<b>\$ 15,240.00</b>		
<b>New Annual Support Fee</b>	<b>\$ 15,240.00</b>		
<b>Additional Reductions - (Assessor's Office)</b>			
Microsoft Windows 2000 Server Support (4-Users)	(2,135)	Assessor	Change to Per Call Support
<b>Total Reductions - (Assessor's Office)</b>	<b>\$ (2,135.00)</b>		

Date: November 2, 2005 M.R.