Whitley Misc. 92MISC01 8

WHITLEY COUNTY, IN
ATTACHMENT 1
CONTRACT IN 2001.125

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.

* * *

IN WITNESS WHEREOF, the parties have executed this Addendum through their duly authorized representatives.

MANATRON, INC.

By: _____

Its: G.W. McKinzie, Chief Operations Officer
(type or print position)

Date: November 19, 2002

Witnessed: Barbara E. Brennan

CUSTOMER: WHITLEY COUNTY ASSESSOR

Phyllis J. Wolfe
(Customer name)

By: Jim Argerbright
(signature)

Its: Commissioner Pres., Jim Argerbright
(type or print position)

Date: 11-4-02

By: James Pettigrew
(signature)

Its: Commissioner, James Pettigrew
(type or print position)

Date: 11-4-02

By: Tom Rethlake

Its: Commissioner, Tom Rethlake
(type or print position)

Date: 11-4-02

Witnessed: Betty J. Grube, Auditor