

EXHIBIT E

BENEFICIARY ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: FORT BEND COUNTY, TEXAS is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** 41573 with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement.

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	PAYING PARTY Check box to identify the Paying Party
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.	<input checked="" type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List (Verification Report)	Iron Mountain will fulfill a Work Request to provide a File Listing Report, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY

PRINT NAME:			
TITLE:			
EMAIL ADDRESS			
STREET ADDRESS			
PROVINCE/CITY/STATE			
POSTAL/ZIP CODE			
PHONE NUMBER			
FAX NUMBER			

PAYING PARTY COMPANY NAME: MANATRON, INC.

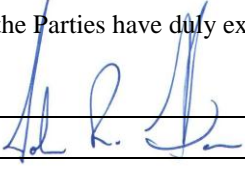
BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	Deb Loveridge
TITLE:	Accounting Clerk, Sr.
EMAIL ADDRESS	Deb.loveridge@manatron.com
STREET ADDRESS	510 East Milham Avenue
PROVINCE/CITY/STATE	Portage, MI
POSTAL/ZIP CODE	49002
PHONE NUMBER	269.567.2900 ext 7133
FAX NUMBER	269.567.2930
PURCHASE ORDER #	

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR

SIGNATURE:	
PRINT NAME:	John R. Hansen
TITLE:	Senior Director, Risk Management
DATE:	November 19, 2012
EMAIL ADDRESS	John.Hansen@thomsonreuters.com

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered TX91412FB-SCE are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement dated October 9, 2007 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. - A Thomson Reuters Business 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	FORT BEND COUNTY, TEXAS Fort Bend County 301 Jackson Street Richmond, TX 77469 ("Customer")
Attention: <u>Matthew Henry, Senior Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 7089</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@thomsonreuters.com</u>	Attention: <u>Dianne Wilson</u> Telephone No.: <u>281-341-8652</u> Fax No.: <u>281-341-8657</u> E-mail Address: <u>Dianne.Wilson@co.fort-bend.tx.us</u>

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

MANATRON, INC.

By: _____

(Signature)

Its: V.P., RISK MANAGEMENT

(Title)

Date: 3.22.2013

Witnessed: Matthew Henry

(Signature)

By: Matthew Henry

(Print or Type Name)

FORT BEND COUNTY, TEXAS

By: _____

(Signature)

Its: Robert E. Hebert, County Judge

(Title)

Date: 3-26-2013

By: _____

(Signature)

Its: _____

(Title)

Date: _____

By: _____

(Signature)

Its: _____

(Title)

Date: _____

Witnessed: _____

(Signature)

Date: _____

SIGNATURE PAGE

Date: September 14, 2012 J.R.

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CONFIDENTIAL INFORMATION



PROFESSIONAL SERVICES SCHEDULE FOR FORT BEND COUNTY, TEXAS

Schedule No. TX91412FB-SCE to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement dated October 9, 2007 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Model Number	Days/ Quantity	Unit Price	Total Price	Annual Fees	Comments
SOURCE CODE ESCROW - Standard Three-Party Escrow Services with Iron Mountain for the following product: GRM Recorder	ESCROW	1	\$ 950.00		\$ 950.00	
Total Professional Services Fees:				\$ -	\$ 950.00	

Manatron agrees to update the Source Code Escrow Deposit twice per year in association with this agreement. All other Terms and Conditions not listed herein but associated with Source Code Escrow shall be governed by the Terms and Conditions contained in the applicable Three-Party Escrow Agreement between Manatron and Iron Mountain.

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

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional and Consultation/Training Services fees are due and payable after Manatron performs such services 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 and Consultation/Training Services.

ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/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 additional Professional and Consultation/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;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: September 14, 2012 J.R.

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THOMSON REUTERS

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SUMMARY SCHEDULE FOR FORT BEND COUNTY, TEXAS

Schedule No. TX91412FB-SCE to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement dated October 9, 2007 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Total Price
PROFESSIONAL SERVICES (billed as used)	\$ -
Total One-Time Fees - Plus Freight:	\$ -

Payment Terms for One-Time Fees: Manatron will invoice 100% of the Hardware Fees and Third-Party Software Fees upon receipt by Customer. Manatron shall invoice 25% of the Software Fees on agreement execution (signing), 60% on the Installation Date, and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software Fees are less than \$10,000.00, in which case said amount shall be invoiced 100% on installation. Professional Services Fees are due and payable after Manatron performs such services in accordance with Manatron's invoice(s) that shall be sent to the Customer. 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 of receiving written notice of such tax liability from Manatron.

ONGOING FEES	
Description	Total Price
ANNUAL PROFESSIONAL SERVICE FEES	\$ 950.00
Total Ongoing Fees:	\$ 950.00

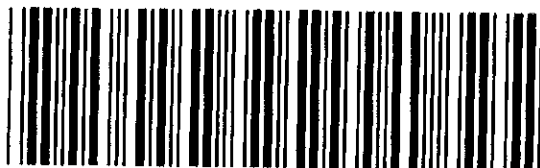
Payment Terms for Ongoing Fees: Ongoing Fees will be invoiced upon contract signing. In subsequent years fees are due and payable in advance of each annual term and are subject to annual increases.

Date: September 14, 2012 J.R.

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Iron Mountain Intellectual Property Management



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IRON MOUNTAIN®

Iron Mountain offers records management for both physical and digital media, disaster recovery support, consulting services, and is the leader in intellectual property protection, specializing in technology escrow and domain name records management. Comac, a subsidiary of Iron Mountain, provides marketing collateral fulfillment services. Iron Mountain is committed to delivering responsive and reliable service to meet our customers' needs. Our proven systems and processes ensure that we provide quality and consistent service to our customers. Be sure to visit our website, www.ironmountain.com for more information.

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EFFECTIVE DATE: DECEMBER 23 2010

MASTER DEPOSIT ACCOUNT NUMBER: 38707

THREE-PARTY MASTER DEPOSITOR
ESCROW SERVICE AGREEMENT

1. Introduction.

This Escrow Service Agreement (the "**Agreement**") is entered into by and between Manatron, Inc. ("**Depositor**"), and by any additional party enrolling as a "**Beneficiary**" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "**Party**" or collectively as the "**Parties**" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("**Services**"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("**License Agreement**") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary

warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "**Authorized Person(s)/Notices Table**" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- (e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment.

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). Except as set forth below, all Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit

Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification.

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information.

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS

MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes

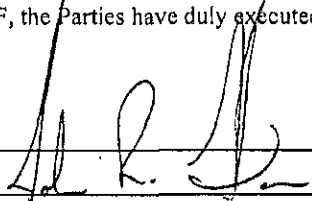
applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.
- (p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

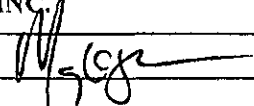
(balance of this page left intentionally blank – signature page follows)

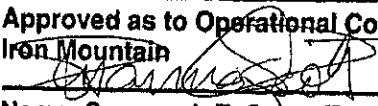
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR

SIGNATURE:	
PRINT NAME:	John R. Hansen
TITLE:	V.P. of Risk Management
DATE:	December 20, 2010
EMAIL ADDRESS	John.Hansen@manatron.com

**IRON MOUNTAIN INTELLECTUAL PROPERTY
MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	12/23/10
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

Approved as to Operational Content: Iron Mountain  Name: Susannah E. Scott, Esq. Contracts Specialist Date: 12/20/2010

NOTE: AUTHORIZED PERSON(S)/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the person at the address set forth below. This is required information.

PRINT NAME:	Matthew Henry
TITLE:	Senior Contract Administrator
EMAIL ADDRESS	Matt.Henry@manatron.com
STREET ADDRESS	510 East Milham Avenue
PROVINCE/CITY/STATE	Portage, Michigan
POSTAL/ZIP CODE	49002
PHONE NUMBER	269-567-2900
FAX NUMBER	269-567-2930

BILLING CONTACT INFORMATION TABLE

Provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	Deb Loveridge
TITLE:	Accounting Clerk Senior
EMAIL ADDRESS	deb.loveridge@manatron.com
STREET ADDRESS	510 East Milham Avenue
PROVINCE/CITY/STATE	Portage, Michigan
POSTAL/ZIP CODE	49002
PHONE NUMBER	269-567-2900 ext 7133
FAX NUMBER	269-567-2930

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED

EXHIBIT A - Escrow Service Work Request - Deposit Account Number:

38707

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$2,500	\$1,000	<input checked="" type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Deposit Account Fee- including Escrow Management Center Access	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$700	<input checked="" type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.			<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		\$700	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by SFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary

<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

EXHIBIT B **DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: _____ DEPOSIT ACCOUNT NUMBER: 38707

DEPOSIT NAME _____ AND DEPOSIT VERSION _____

(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 38707

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
 - (ii) Depositor is subject to voluntary or involuntary bankruptcy.
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached hereto as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.
6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 38707

Auxiliary Account Number _____

("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name:

("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

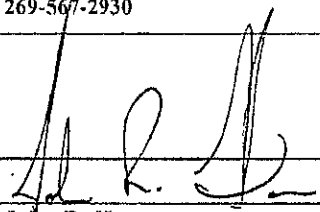
DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

DEPOSITOR AUTHORIZED PERSON

PRINT NAME:	Matthew Henry
TITLE:	Senior Contract Administrator
EMAIL ADDRESS	Matt.Henry@manatron.com
STREET ADDRESS	510 East Milham Avenue
PROVINCE/CITY/STATE	Portage, Michigan
POSTAL/ZIP CODE	49002
PHONE NUMBER	269-567-2900
FAX NUMBER	269-567-2930

DEPOSITOR

SIGNATURE:	
PRINT NAME:	John R. Hansen
TITLE:	V.P. of Risk Management
DATE:	December 20, 2010
EMAIL ADDRESS	John.Hansen@manatron.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT E

BENEFICIARY ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** _____ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement.

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		\$700	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List (Verification Report)	Iron Mountain will fulfill a Work Request to provide a File Listing Report, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by SFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY

PRINT NAME:			
TITLE:			
EMAIL ADDRESS			
STREET ADDRESS			
PROVINCE/CITY/STATE			
POSTAL/ZIP CODE			
PHONE NUMBER			
FAX NUMBER			

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT Q

ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion.

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS or commercial (e.g. Backup Exec, NetBackup, etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userid's, passwords or encryption keys be provided to support extraction of the software?
7. What is the total uncompressed size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing.
4. If a database of any kind is required to support functional testing of the software, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing. Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.
5. Approximately how much time is required to setup and configure a system suitable to support functional testing?
6. Approximately how much time would be required to perform a set of limited tests once a test system is configured?
7. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?
8. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. - C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)

5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version.
9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation?
10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?
12. Do you have an internal QA process? If so, please give a brief description of the testing process.
13. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Iron Mountain at 800-875-5669.

RECORDS MANAGEMENT MASTER AGREEMENT

Signature Page

WHEREAS, Ft. Bend County, Texas ("Client"), a political subdivision of the State of Texas, and Hart InterCivic, Inc. ("Hart") executed the "Fort Bend County Sublicense Agreement" on December 22, 1993; and

WHEREAS, Manatron, Inc. ("Manatron"), a Michigan corporation authorized to do business in the State of Texas, acquired Hart's Records Management Solutions Business, including the "Fort Bend County Sublicense Agreement" on September 1, 2007;

WHEREAS, Client and Manatron wish for this Records Management Master Agreement to supercede the "Fort Bend County Sublicense Agreement."


NOW, THEREFORE, Client and Manatron desire to execute this Records Management Master Agreement

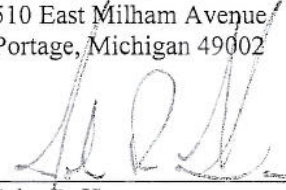
This Records Management Master Agreement ("**Master Agreement**") is entered into by and between Manatron and Client. This Master Agreement sets forth the general terms under which Client will purchase, license or sublicense products and services from Manatron. Manatron and Client will from time to time enter into one or more Integrated Systems Installation, Annual Software License and Maintenance and/or Professional Services Supplemental Agreement(s) ("**Supplemental Agreements**") which will refer to this Master Agreement and describe the specific products, services, pricing, and additional terms under which Client will purchase, license or sublicense products and services from Manatron. The combination of this Master Agreement and the Supplemental Agreements constitute the entire agreement between Manatron and Client.

The Effective Date of this Master Agreement is October 9, 2007.

Client acknowledges it has read and understands this Master Agreement (including all Supplemental Agreements, schedules and amendments).


Agreed and Accepted:

Client
 Name: Fort Bend County, Texas
 Address: 301 Jackson Street, Suite 719
 Richmond, Texas 77469
 Telephone: 281-341-8608
 Facsimile: 281-341-8609
 Executed by: 
 Name: Robert E. Hebert
 Title: County Judge

Manatron
 Manatron, Inc.
 510 East Milham Avenue
 Portage, Michigan 49002

 John R. Hansen
 Director of Risk Management

This Agreement is not effective until executed by both parties.

ATTEST:


 Dianne Wilson, County Clerk

Manatron, Inc.
Master Agreement

1. DEFINITIONS.

1.1 **"Client"** has the meaning set forth in the signature page.

1.2 **"Description of Maintenance Services"** means a document, as amended from time to time, prepared by Manatron describing the scope and terms of Maintenance Services available from Manatron under Annual Software License and Maintenance Supplemental Agreements.

1.3 **"Effective Date"** has the meaning set forth in the signature page.

1.4 **"Hardware"** means the hardware identified in one or more Integrated Systems Installation Supplemental Agreement(s).

1.5 **"Manatron"** means Manatron, Inc., a Michigan corporation authorized to do business in the State of Texas.

1.6 **"Manatron Proprietary Software"** means the executable version of computer programs and computer code owned by Manatron which are licensed to Client pursuant to one or more Annual Software License and Maintenance Supplemental Agreement(s), and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements and other modifications, including any custom modifications, to such computer programs and code which are provided to Client, and all copies of the foregoing. Manatron Proprietary Software also includes all documentation provided by Manatron to Client with respect to these computer programs and code, excluding maintenance diagnostics, and the source code version of the programs and code when provided pursuant to a Supplemental Agreement, and all copies of the foregoing. Manatron Proprietary Software licensed to Client is identified as "Licensed Manatron Proprietary Software" in Section 2.1 (Licensed Manatron Proprietary Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.7 **"Installation Date"** means (a) the date Manatron completes installation (as determined by Manatron), or (b) if the relevant Supplemental Agreement specifically designates such date, the Installation Date as specified in such Supplemental Agreement, or, (c) if Hardware or Software is to be installed by Client, the tenth calendar day following receipt by Client.

1.8 **"Integrated System"** means Hardware and/or Software that is integrated and installed by Manatron for Client pursuant to one or more Integrated System Installation Supplemental Agreement(s).

1.9 **"Licensed Location"** means the location where an item of Software is licensed for Use as designated in an Annual Software License and Maintenance Supplemental Agreement.

1.10 **"Licensed Server"** means the Hardware on which an item of Software is licensed for Use as designated in an

Annual Software License and Maintenance Supplemental Agreement.

1.11 **"Licensor"** means the licensor(s), respectively, of the Non-Manatron Software, as listed in Section 2.2 (Non-Manatron Sublicensed Software) and 2.3 (Non-Manatron Other Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.12 **"Maintenance Services"** means the level of maintenance service (Level One, Basic Level of Service (Mandatory); Level Two, Extended Service (Optional); or, Level Three, Extended Service (Optional)) in Exhibit A (Pricing and Inventory) of an Annual Software License and Maintenance Supplemental Agreement selected by Client, which Manatron will provide to Client under such Supplemental Agreement. The Maintenance Services are more specifically described in the Description of Maintenance Services attached to such Supplemental Agreement.

1.13 **"Master Agreement"** has the meaning set forth in the signature page.

1.14 **"Non-Manatron Software"** means the executable version of computer programs owned by third parties that are provided by Manatron to Client pursuant to sublicense(s) under one or more Annual Software License and Maintenance Supplemental Agreement(s) or license(s) directly from the third party Licensor, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements and other modifications to such computer programs which are provided to Client, and all copies of the foregoing. Non-Manatron Software also includes all documentation provided to Client with respect to these computer programs. Non-Manatron Software provided to Client is identified as "Non-Manatron Sublicensed Software" or "Non-Manatron Other Software" in Sections 2.2 and 2.3, respectively, of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.15 **"Non-Manatron Other Software"** means Non-Manatron Software that is licensed by a third party Licensor directly to Client. Non-Manatron Other Software is identified in Section 2.3 (Non-Manatron Other Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.16 **"Non-Manatron Sublicensed Software"** means Non-Manatron Software that is sublicensed by Manatron to Client pursuant to sublicense(s) under one or more Annual Software License and Maintenance Supplemental Agreement(s). Non-Manatron Sublicensed Software is identified in Section 2.2 (Non-Manatron Sublicensed Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.17 **"Number of Licensed Users"** means the number of users licensed to use an item of Manatron Proprietary Software or Non-Manatron Sublicensed Software as set forth in Exhibit A to the applicable Annual Software License and Maintenance Supplemental Agreement.

1.18 **"Products"** means the Hardware, Software, and all other documentation provided by Manatron to Client under this Master Agreement and any Supplemental Agreements.

1.19 **"Proprietary and Confidential Information"** means Software, diagnostics, documentation (including manuals), Hardware and Software configuration, Integrated Systems design and configuration, training materials, user guides, trade secrets, source code and related documentation, and any other information confidential to Manatron or its suppliers or Licensors. Proprietary and Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Client) publicly known or is contained in a publicly available document; (b) is furnished by Manatron to others without restrictions similar to those imposed by this Master Agreement and the Supplemental Agreements; (c) is rightfully in Client's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement and the Supplemental Agreements or any prior agreements between Manatron and Client; or (d) is independently developed by employees or agents of Client who can be shown to have had no access to the Proprietary and Confidential Information.

1.20 **"Services"** means the services to be performed by Manatron for Client as identified on one or more Supplemental Agreement(s).

1.21 **"Software"** means the Manatron Proprietary Software and Non-Manatron Software.

1.22 **"Supplemental Agreements"** has the meaning set forth on the signature page. The types of Supplemental Agreements are: Integrated Systems Installation Supplemental Agreement, Annual Software License and Maintenance Supplemental Agreement and Professional Services Supplemental Agreement.

1.23 **"Use"** means reading the Manatron Proprietary Software or Non-Manatron Sublicensed Software into and out of memory and the execution of such Software, in whole or in part, by the Licensed Server.

2. SUPPLEMENTAL AGREEMENTS.

2.1 Supplemental Agreements. Manatron will furnish to Client and Client will accept and pay for Products, Services and Integrated Systems itemized on Supplemental Agreements entered into by Client and Manatron, which together with the terms in the Supplemental Agreements, are an integral part of this Master Agreement. Supplemental Agreements will refer to this Master Agreement by number and will be signed by Client and Manatron. All references to Products, Services and Integrated Systems in this Master Agreement are to the Products, Services and Integrated

Systems listed on any Supplemental Agreements submitted to and accepted by Manatron pursuant to Sections 2.2 and 2.3, as modified by any Change Requests entered into by Client and Manatron pursuant to Section 2.4.

2.2 Additional Requests. Client may order additional Products, Services and Integrated Systems under this Master Agreement by submitting properly completed Supplemental Agreements referencing this Master Agreement, signed by an authorized representative of Client. Under no circumstances will additional orders be effective until accepted in writing by Manatron.

2.3 Subject to Acceptance. All Supplemental Agreements are subject to acceptance by Manatron. Manatron's acceptance will be effective when Manatron signs the Supplemental Agreements. Manatron's receipt or deposit of a Client purchase order or down payment will not constitute acceptance of a Supplemental Agreement. Manatron will return any down payment received from Client if Manatron does not accept the Supplemental Agreement.

2.4 Change Request. Client and Manatron may at any time modify a Supplemental Agreement by written Change Request, signed by both parties, identifying the modified Supplemental Agreement and specifying the modifications to at least the same degree of specificity as in the original specifications. The Change Request will include all changes and additions being made to the terms of the applicable Supplemental Agreement. Manatron will not be bound by any modifications to a Supplemental Agreement unless made by written Change Request signed by authorized representatives of both parties. A Change Request, when signed by both parties, will be subject to the terms of the applicable Supplemental Agreement, as modified by the Change Request, and this Master Agreement.

2.5 Substitution. With notification to Client and Client's prior approval, such approval not to be unreasonably denied, Manatron may substitute Product(s) of equivalent or superior functionality and performance in the event that any of the Product(s) ordered are not available. If Manatron reasonably determines that the substitute Product(s) would be more suitable, this substitute will be documented on the Change Request Form, modifying the Hardware or Software listed in Exhibit A (Pricing and Inventory) of the applicable Supplemental Agreement(s) and submitted to Client for approval, which approval shall not be unreasonably withheld.

2.6 Training. Manatron will provide training to Client's personnel as specified in one or more Integrated System Installation Supplemental Agreement(s) or Professional Services Supplemental Agreement(s). Client will be responsible for all training not specifically provided for in Supplemental Agreement(s).

3. LICENSES AND SUBLICENSES.

3.1 Supplemental Agreements. Manatron will provide Client with licenses and sublicenses under Section 3.2 to the Manatron Proprietary Software and Non-Manatron

Manatron, Inc.
Master Agreement

Sublicensed Software, respectively, which is specified by Manatron and Client in Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s). Licenses and sublicenses provided under an Annual Software License and Maintenance Supplemental Agreement will begin with the date of the Annual Software License and Maintenance Supplemental Agreement and end upon termination or expiration of such agreement. The terms of this Agreement, including but not limited to this Section 3, and the terms of the applicable Annual Software License and Maintenance Supplemental Agreement will apply to all licenses of Manatron Proprietary Software and to all sublicenses of Non-Manatron Sublicensed Software. In some cases, Non-Manatron Software (consisting of Non-Manatron Other Software) may be provided subject to a license directly from the Licensor to Client. If a separate license agreement applies to or accompanies Non-Manatron Software, then the separate license agreement terms will apply and supersede the license terms in this Master Agreement and the Supplemental Agreements for that Non-Manatron Software. Client agrees to comply with the terms of all licenses governing Manatron Proprietary Software and Non-Manatron Software.

3.2 Licenses and Sublicenses. Manatron grants to Client a personal, non-exclusive, nontransferable limited license or sublicense to Use the Manatron Proprietary Software and Non-Manatron Sublicensed Software, respectively, which is identified as licensed or sublicensed to Client in Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s). Client is licensed or sublicensed to Use the Manatron Proprietary Software and Non-Manatron Sublicensed Software only for Client's internal data processing requirements at the Licensed Location on the Licensed Server by the Number of Licensed Users, each as specified in the applicable Annual Software License and Maintenance Supplemental Agreement. Client may temporarily transfer the Manatron Proprietary Software and Non-Manatron Sublicensed Software to a back-up server at an alternative location within Client's county of operation if the Licensed Server is inoperative or the Licensed Location is temporarily unavailable. Unless otherwise provided in the applicable Annual Software License and Maintenance Supplemental Agreement, Client will only be provided and permitted to use the executable form of Manatron Proprietary Software and Non-Manatron Sublicensed Software and such use must be in connection with the application package provide by Manatron. Client agrees that Manatron or its representatives may periodically inspect and audit, at mutually agreed upon times during normal business hours, the computer site, Integrated Systems and appropriate records of Client to verify Client's compliance with the terms of this Master Agreement and all applicable Supplemental Agreement(s) with respect to the Software supplied by Manatron.

3.3 Protection of Software.

(a) Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, modification or de-compilation of any Software. (b) Client shall not modify, assign, transfer, sublicense, time-share, rent, copy or duplicate the Software; provided, Client may have in its possession a reasonable number of copies of the Software for inactive archival or back-up purposes. All copies of the Software, in whole or in part, must contain all of Manatron's and the third party Licensor's titles, trademarks, copyright notices and other restrictive and proprietary notices and legends (including government restricted rights) as they appear on the copies of the Software provided to Client. Client shall notify Manatron of the following:

(i) the location of all Software and all copies thereof, and

(ii) any circumstances known to Client regarding any unauthorized possession or use of the Software.

(c) Upon termination of Client's license or sublicense of Software, Client shall immediately discontinue all use of the Software and return to Manatron or destroy, at Manatron's option, the Software (and all related documentation and Proprietary and Confidential Information) and all archival, back-up and other copies thereof, and provide certification to Manatron of such return or destruction.

(d) Client shall not publish any results of benchmark tests run on any Software.

(e) Client shall not relocate the Manatron Proprietary Software or Non-Manatron Sublicensed Software from the Licensed Location, except as permitted in Section 3.2.

(f) Client shall maintain the Manatron Proprietary Software and Non-Manatron Sublicensed Software in confidence and comply with the terms of Section 7, Protection of Proprietary and Confidential Information, with respect to such Software.

(g) The terms of this Section 3.3 will survive the termination or expiration of this Agreement and the applicable Annual Software License and Maintenance Supplemental Agreement.

3.4 No Transfer of Title. This Agreement does not transfer to Client title to any Software, intellectual property contained in any Software, or Proprietary and Confidential Information. Title to Manatron Proprietary Software and all copies thereof, and all associated intellectual property rights therein, will remain in Manatron. Title to Non-Manatron Software and all copies thereof, and all associated intellectual property rights therein, will remain in the applicable third party Licensor.

3.5 Inherently Dangerous Applications. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Client shall not use the Software in any inherently dangerous application and agrees that

Manatron and any third party licensor will not be liable for any claims or damages arising from such use.

4. MAINTENANCE SERVICES.

4.1 Maintenance. Manatron will provide Maintenance Services to the extent provided for in Annual Software License and Maintenance Supplemental Agreement(s) or Professional Services Supplemental Agreement(s) and pursuant to the terms and conditions of Manatron's Description of Maintenance Services, as amended from time to time. Manatron will make best commercially reasonable efforts to remedy or provide a reasonable work-around for defects, errors or malfunctions in Manatron Proprietary Software which have a significant adverse affect upon operation of the Manatron Proprietary Software or Integrated System, as applicable, and which are promptly reported by Client to Manatron. Because not all errors or defects can or need be corrected, it is possible that some errors or defects will not be corrected. Errors or defects must be reported on Manatron's Client Service Request Form, Exhibit C to the applicable Annual Software License and Maintenance Supplemental Agreement and be accompanied with sufficient detail, if available, to enable Manatron to reproduce the error and provide a remedy or suitable work-around. The remedies and obligations set forth in this Section 4.0 are the full extent of Client's remedies and the full extent of Manatron's obligations with respect to errors, defects or malfunctions of the Integrated System, Manatron Proprietary Software and Non-Manatron Sublicensed Software.

4.2 Limitation. Manatron will not provide Maintenance Services if alterations to Products or Integrated Systems which are not made by or coordinated with Manatron or attachments to Products or Integrated Systems which are not provided and installed by or coordinated with Manatron directly or indirectly result in any malfunction, nonperformance or degradation of performance of Products or Integrated Systems.

4.3 Exclusions.

(a) Maintenance Services apply only to properly configured Products. This exclusion for improper configuration is not applicable to Maintenance Services for any Hardware or Software installed by Manatron or under Manatron supervision, unless Client or any third party has changed the configuration without Manatron's supervision. Maintenance Services also apply only at the minimum Hardware and Software levels designated by Manatron for support of the applicable Product specifications.

(b) Maintenance Services do not include correction or repair of defects, errors or malfunctions, including any related to date data functionality, in the design, manufacture, materials or workmanship of either (i) Non-Manatron Other Software, or (ii) Hardware.

(c) Maintenance Services described in this Section 4 and under Annual Software License and Maintenance Supplemental Agreement(s), including the Description of

Maintenance Services exhibit, do not cover defects, errors or malfunctions which are not attributable to the relevant Manatron Proprietary Software or Integrated System or which are caused by any of the following: (i) de-installation, reinstallation or relocation of any item of Hardware by Client or any third party; (ii) Client's failure to follow operational or maintenance instructions as set forth in applicable documentation; (iii) the use of non-compatible media or supplies; (iv) repair, maintenance, modification or alteration of the Manatron Proprietary Software, Hardware or Integrated System by Client or third parties; (v) use of hardware or software not supplied or authorized by Manatron; (vi) external factors (e.g., power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (vii) failure to maintain proper site specifications and environmental conditions; (viii) negligence, accidents, neglect, misuse or tampering; (ix) improper or abnormal use or use under abnormal conditions; (x) use in a manner not authorized by this Master Agreement and any Supplemental Agreement(s) or use inconsistent with Manatron's specifications; (xi) Client's failure to comply with Client's responsibilities under Section 6; (xii) attachments or alterations not provided and installed by Manatron as further described in Section 4.4 or (xiii) the introduction of software viruses.

(d) Manatron reserves the right to charge on a time and materials basis for efforts expended due to problems caused by these maintenance exclusions, using Manatron's standard time and materials charges, subject to Client's prior approval.

4.4 Alterations and Attachments.

(a) Client will be solely responsible for infringement, personal injury or damage to property, Products and Integrated Systems resulting from alterations to Products or Integrated Systems that are not made by Manatron or attachments to Products or Integrated Systems that are not provided and installed by Manatron.

(b) Client will give Manatron prior written notice of any proposed alterations or attachments to Products or Integrated Systems subject to Maintenance Services. Manatron has no obligation to provide Maintenance Services for Products or Integrated Systems containing alterations not made by Manatron or attachments not provided and installed by Manatron. If Manatron agrees to maintain, support or correct altered Products or Integrated Systems, Manatron may impose additional fees. Manatron is not responsible for a malfunction, nonperformance or degradation of performance of Products or Integrated Systems caused by or resulting directly or indirectly from any alteration or attachment unless Manatron has provided and installed the alteration or attachment and has informed Client that such adverse conditions will not occur. For purposes of this Master Agreement "alterations" includes, but is not limited to, the incorporation of components, boards and subassemblies not provided by Manatron into Products or Integrated Systems, as

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well as modifications to Products or Integrated Systems that are not made by Manatron. "**Attachments**" includes any hardware, software, components or devices which are connected to Products or Integrated Systems and which are not provided by Manatron.

5. CHARGES; PAYMENT.

5.1 Charges. Charges for Products, Services and Integrated Systems will be identified and payable in accordance with the terms set forth in the relevant Supplemental Agreement(s). All payments are to be made to Manatron at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Manatron in a notice to Client.

5.2 Late Charges. All uncontested charges must be paid as agreed in a Supplemental Agreement. If invoiced, all payments are due no later than thirty (30) days from the date of receipt of invoice by Client. Manatron may impose a late payment charge on past due payments equal to the lesser of (a) 1% per month or (b) the maximum rate allowed by law.

5.3 Additional Charges. Subject to Manatron's notification to Client and Client's prior approval, additional charges may be assessed for services rendered outside contracted hours or beyond normal coverage at Client's request, including but not limited to travel expenses, premium and minimum charges.

5.4 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Client or Manatron of any of their respective legal rights and remedies against each other.

5.5 Price Protection.

(a) The prices for Products in any Supplemental Agreement will remain firm through delivery, unless through no fault of Manatron shipment takes place more than one year after the date of the Supplemental Agreement. If Manatron notifies Client that an increase in prices will apply to its order and the affected part of the order is not part of an Integrated System, Client may terminate the affected part of its order by giving written notice to Manatron within ten (10) days of the date of notification of the increase.

(b) Fees for Maintenance Services under an Annual Software License and Maintenance Supplemental Agreement will not be increased during the twenty-four (24) month period beginning with the Installation Date, but may be increased on the second (2nd) anniversary of the Installation Date and on each subsequent anniversary of the Installation Date with thirty (30) days prior written notice to Client.

(c) Fees for Software licenses, Software sublicenses and Services under Supplemental Agreements of at least one year will not be increased during the twenty-four (24) month period beginning with the Installation Date, but may be increased on the second (2nd) anniversary of the Installation

Date and on each subsequent anniversary of the Installation Date with thirty (30) days prior written notice to Client. If Software or Services are contracted on a month-to-month basis, the fees may be increased at any time with sixty (60) days prior written notice to Client.

(d) Manatron will limit the increase in annual license and support fees to 5% or the CPI, whichever is greater. The base for computing the adjustment is the Consumer Price Index All Urban Consumers for the Houston/Harris County area published by the United States Department of Labor, Bureau of Labor Statistics ("Index"). The Index published most immediately preceding the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the increase.

5.6 Taxes. If Client is tax exempt, Client will provide Manatron with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Manatron becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Manatron, and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund.

5.7 Delivery. Unless otherwise specified in the relevant Supplemental Agreement, Manatron will arrange for delivery of Integrated Systems and Products to Client and delivery charges will be included in Manatron's pricing.

5.8 Installation. Unless otherwise provided in the relevant Supplemental Agreement, if the Supplemental Agreement provides for Manatron to install Integrated Systems or Products, (a) installation will be performed during Manatron normal working hours, (b) all installation will be subject to the then-current standard Manatron charges and conditions, and (c) if additional labor and rigging is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements.

6. CLIENT RESPONSIBILITIES.

6.1 Independent Determination. Client acknowledges that, based on Manatron's representations and Client's own due diligence, Client has determined that the Products, Services and Integrated Systems ordered under this Master Agreement and Supplemental Agreement(s) meet its requirements.

6.2 Cooperation. Client agrees to cooperate with Manatron and promptly perform Client's responsibilities under this Master Agreement, including but not limited to those set forth in any Supplemental Agreement. Client shall:

(a) provide adequate working and storage space for use by Manatron personnel near Hardware and Integrated Systems;

(b) provide Manatron full access to the Hardware, Software and Integrated Systems and sufficient computer time, subject only to Client's security rules;

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(c) follow Manatron's procedures for placing service requests and determining if remedial service is required;

(d) follow Manatron's or manufacturer's instructions for operator maintenance and obtaining services;

(e) provide a memory dump and additional data in machine-readable form if requested;

(f) reproduce suspected errors or malfunctions in Software;

(g) install all Manatron Software and Non-Manatron Software releases supplied by Manatron within ninety (90) days after receipt of such release by Client or, if the applicable Supplemental Agreement provides for Manatron to install the releases, then Client shall fully cooperate with Manatron's installation of the Manatron Software and Non-Manatron Software releases, as applicable;

(h) provide timely access to key customer personnel and timely response to Manatron's questions; and

(i) otherwise cooperate with Manatron in its performance under this Master Agreement and Supplemental Agreements.

6.3 Site Preparation. Client is responsible for compliance with all local labor concerns and building codes. If Manatron is to install Products, Client shall prepare and maintain the installation site in accordance with the manufacturer's instructions and instructions provided by Manatron and ensure that these instructions are not in violation of labor laws or building ordinances. Client is responsible for environmental requirements, electrical interconnections and modifications to facilities for proper installation. Any delays in preparation of the installation site will correspondingly extend Manatron's delivery and installation deadlines.

6.4 Site Maintenance. Client shall maintain the appropriate operating environment, in accordance with the manufacturer's specifications and Manatron's specifications, for the Hardware, Software and Integrated Systems and all communications hardware, telephone lines, electric lines, cabling, modems, air conditioning and all other hardware and utilities necessary for the Hardware, Software and Integrated Systems to operate properly.

6.5 Use. Client is exclusively responsible for supervising, managing and controlling its use of the Hardware, Software and Integrated Systems, including but not limited to, establishing operating procedures and audit controls, supervising its employees, making daily backups, providing virus protection, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable manuals, instructions and specifications.

6.6 Backups. Client will maintain back-up data necessary to replace critical Client data in the event of loss or damage to data from any cause.

6.7 Compliance with Third Party Contracts. Client represents and warrants to Manatron that it does not have any contracts or other obligations to third parties, including but not limited to any license agreements or confidentiality obligations, that will be violated in any respect by Client's or Manatron's performance under this Master Agreement or any Supplemental Agreement(s).

7. PROTECTION OF PROPRIETARY AND CONFIDENTIAL INFORMATION.

7.1 Manatron Proprietary and Confidential Information. Client shall keep in confidence and protect Proprietary and Confidential Information from disclosure to third parties and restrict its use to uses expressly permitted under this Master Agreement and the Supplemental Agreements subject to the requirements of the Texas Public Information Act. Client shall take all reasonable steps to ensure that Proprietary and Confidential Information is not disclosed, copied, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Master Agreement and Supplemental Agreement(s). Client shall keep the Software and all tapes, CDs, diskettes and other physical embodiments of the software, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Client to use the Software. Client acknowledges that unauthorized disclosure of Proprietary and Confidential Information may cause substantial economic loss to Manatron or its suppliers and licensors. Client agrees not to copy Proprietary and Confidential Information, in whole or in part, except as expressly authorized by this Master Agreement and any Supplemental Agreement(s). Each permitted copy of Proprietary and Confidential Information, including its storage media, will be marked by Client to include all notices and legends (including government restricted rights) that appear on the original. Title, copyright and all other proprietary rights in and to the Software, at all times remain vested exclusively in Manatron or, as applicable, the respective third party licensors.

7.2 Client Confidential Information. Manatron acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Master Agreement and the Supplemental Agreements, be exposed to or acquire information that is confidential to the Client. Any and all information of any form obtained by Manatron or its employees or agents in the performance of this Master Agreement and the Supplemental Agreements shall be deemed to be confidential information of the Client. Any reports or other documents or items (including software) that result from the use of the confidential information by Manatron shall be treated with respect to confidentiality in the same manner as the Proprietary and Confidential Information. Confidential information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Manatron) publicly known or is contained in a publicly

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Master Agreement

available document; (b) is furnished by the Client to others without restrictions similar to those imposed by this Master Agreement and the Supplemental Agreements; (c) is rightfully in Manatron's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement and the Supplemental Agreements; or (d) is independently developed by employees or agents of Manatron who can be shown to have had no access to the confidential information.

7.3 Return of Proprietary and Confidential Information. Upon termination or cancellation of this Master Agreement, Client shall immediately destroy or return to Manatron, at Manatron's option, all Proprietary and Confidential Information in Client's possession or control (including Proprietary and Confidential Information incorporated in other software or writings) and provide certification to Manatron of such return or destruction. Upon termination of a Supplemental Agreement, Client shall immediately destroy or return, at Manatron's option, all Proprietary and Confidential Information in Client's possession or control (including Proprietary and Confidential Information incorporated in other software or writings) relating to such Supplemental Agreement, which is no longer licensed or sublicensed to Client pursuant to another Supplemental Agreement.

7.4 Intellectual Properties. All ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, schematics, blueprints and trade secrets developed by Manatron personnel (alone or jointly with Client) in connection with Proprietary and Confidential Information or Products, Services and Integrated Systems provided to Client will be the exclusive property of Manatron. Manatron grants to Client a non-exclusive, royalty-free license to use of any of the foregoing in connection with Client's use of the Products and/or Integrated System as permitted by the terms of this Master Agreement and the Supplemental Agreement(s).

7.5 Support Materials. Client acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary and Confidential Information of Manatron. Client will not use such materials. Manatron has the right to remove such materials from Client's facility at any time. This provision applies unless Client has specifically purchased or licensed such support materials pursuant to a Supplemental Agreement.

7.6 Client Employees. Client will inform its employees of their obligations under this Section 7 to ensure such obligations are met.

7.7 Survival. This Section 7 will survive termination or cancellation of this Agreement and the Supplemental Agreement(s).

8. TITLES; RISK OF LOSS.

8.1 Hardware. Title to Hardware and risk of loss of or damage to Hardware will pass to Client upon delivery to Client or Manatron as Client's agent.

8.2 Software.

(a) **Manatron Proprietary Software.** Title to Manatron Proprietary Software and all associated intellectual property rights will remain in Manatron, including but not limited to all copyrights, trade secrets, trademarks and other proprietary rights in and to the Manatron Proprietary Software.

(b) **Non-Manatron Software.** Title to Non-Manatron Software and all associated intellectual property rights will remain in the applicable third party Licensor including but not limited to all copyrights, trade secrets, trademarks and other proprietary rights in and to the Non-Manatron Software.

(c) **Risk of Loss.** Risk of loss to Software will pass to Client on the Installation Date, except to the extent covered by the limited warranties in Section 9 or Maintenance Services pursuant to an Annual Software License and Maintenance Supplemental Agreement, as applicable.

8.3 Data. Client will retain all title, rights, and ownership of all images and associated indexes, and other data created and/or acquired by use of the Hardware, Software and Integrated Systems as stored on magnetic disk, magnetic tape, optical disk, optical tape, CD-ROM disk (or other "like" electronic media that may be used).

8.4 Proprietary and Confidential Information. Title to Manatron's Proprietary and Confidential Information will remain in Manatron. Title to Proprietary and Confidential Information of Manatron's suppliers and licensors will remain in the relevant suppliers and licensors. Title to Client's confidential information will remain in Client.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Software.

(a) **Title.** Manatron represents and warrants that it owns or has the right to license or sublicense the Manatron Proprietary Software and Non-Manatron Sublicensed Software licensed or sublicensed by Manatron to Client as provided for under Annual Software License and Maintenance Supplemental Agreement(s) or other prior Agreements.

(b) **Services.** Manatron warrants to Client that Manatron has the skill and knowledge ordinarily possessed by well-informed members of its trade and profession and Manatron will apply that skill and knowledge with care and diligence to perform Services under the Supplemental Agreements in accordance with best commercially reasonable professional standards and in accordance with industry standards. If Client believes Manatron has breached this warranty, Client shall promptly, and in any event within fourteen (14) days after Client becomes aware of the breach, notify Manatron in writing of the claimed breach, with substantiating documentation, and request that Manatron re-perform the

Services subject to the breach. If there is a breach of this warranty, Manatron shall re-perform the Services for which there has been a breach. Manatron will not be responsible under this warranty if Client fails to timely notify Manatron of the claimed breach or if Client fails to substantiate the breach with documentation. The remedy set forth in this section is Client's sole and exclusive remedy, and the full extent of Manatron's liability, for Manatron's breach of this warranty.

(c) Conformance to Specifications. Manatron warrants to Client that upon the Installation Date or, if there is an acceptance testing process upon acceptance by Client, the Hardware, Software and Integrated System, as applicable, will conform and perform materially to the specifications in the related Supplemental Agreement. Client shall inspect the Hardware Software and Integrated System for compliance with this warranty promptly upon receipt and installation. If Client believes Manatron has breached this warranty, Client shall within fourteen (14) days after Client knew or should have known of the breach, and in any event no later than ninety (90) days after the Installation Date (or date of acceptance if there is an acceptance testing process), notify Manatron in writing of the claimed breach, with substantiating documentation, and request that Manatron provide compliant Hardware, Software and Integrated System, as applicable, or, at Manatron's election, refund the amount paid for the Hardware, Software and Integrated System subject to the breach. If there is a material breach of this warranty, Manatron will, at Manatron's election, either provide materially compliant Hardware, Software and Integrated System, as applicable, for which there has been a material breach or refund the amount paid by Client with respect to the Hardware, Software and Integrated System, as applicable, for which there has been a material breach. Because not all errors or defects can or need to be corrected, it is possible that some errors or defects will not be corrected. Errors or defects relating to Software must be reported on Manatron's Client Service Request Form, Exhibit C to the applicable Annual Software License and Maintenance Supplemental Agreement and be accompanied with sufficient detail, if available, to enable Manatron to reproduce the error and provide a remedy or suitable work-around, Manatron will not be responsible under this warranty if Client fails to promptly and timely notify Manatron of the claimed breach or if Client fails to substantiate the breach with documentation. Client further acknowledges and agrees that this warranty will be deemed to be satisfied upon acceptance by Client of the Hardware, Software and/or Integrated System, as applicable, pursuant to Client's inspection or pursuant to acceptance testing done with respect to the Hardware, Software and/or Integrated System, as applicable. This warranty does not apply if the failure of the Hardware, Software or Integrated System to conform to this warranty is caused by any of the exclusions from Maintenance Services that are set forth in Section 4.2, Section 4.3, and/or Section 4.4 which are incorporated herein by reference as exceptions

to this warranty. The remedy set forth in this section is Client's sole and exclusive remedy, and the full extent of Manatron's liability, for Manatron's breach of this warranty.

9.2 Initial Maintenance Period at No Extra Charge. During the one-year period beginning with the Installation Date, in lieu of a one (1) year warranty, Manatron will provide to Client, at no extra charge, Maintenance Services at Level One, Basic Level of Service on the terms and conditions (including the exclusions, limitations and restrictions) set forth in the applicable Annual Software License and Maintenance Supplemental Agreement, Manatron's Description of Maintenance Services, as amended from time to time, and Sections 4, and 9.8 of this Master Agreement. Client's remedies are limited to Maintenance Services as set forth in this Section 9.2.

9.3 Conversion. If Manatron converts Client's legacy data pursuant to a Supplemental Agreement, Manatron warrants, for the benefit of Client only, that Manatron has converted the legacy data as extracted by Client into the Integrated System as directed by Client. Client shall review the converted data and Client's sole remedy and Manatron's sole obligation for conversion services will be to correct any errors caused by conversion of the data by Manatron, as detected by Client. Manatron will not be obligated to correct errors in the data provided to Manatron. The remedies and obligations set forth in this Section 9.3 are the full extent of Client's remedies and the full extent of Manatron's obligations with respect to errors caused by the conversion of data by Manatron.

9.4 Non-Manatron Software. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION 9.1 (c), MANATRON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES AS TO NON-MANATRON SOFTWARE, ALL OF WHICH IS SOLD OR LICENSED TO CLIENT "AS IS." Manatron will pass through to Client, on a non-exclusive basis and without recourse to Manatron, any third party manufacturer's and Licensor's warranties covering Non-Manatron Software, but only to the extent, if any, permitted by the third party manufacturer and Licensor. Client may independently seek to obtain directly from the manufacturers or Licensors of the Non-Manatron Other Software maintenance of the Non-Manatron Other Software under any warranty or guarantee provided by such third party manufacturer or Licensor. Client agrees to look solely to the warranties and remedies, if any, provided by the third party manufacturer or Licensor. The remedies and obligations set forth in this Section 9.4 are the full extent of Client's remedies and the full extent of Manatron's obligations with respect to warranties of Non-Manatron Software.

9.5 Hardware. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION 9.1 (c), MANATRON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES AS TO HARDWARE, ALL OF WHICH IS SOLD OR LICENSED TO CLIENT "AS IS."

MANATRON will pass through to Client, on a non-exclusive basis and without recourse to MANATRON, any third party manufacturer's warranties covering the Hardware, but only to the extent, if any, permitted by the third party manufacturer. Client may independently seek to obtain directly from the manufacturers of the Hardware maintenance of the Hardware under any warranty or guarantee provided by such third party manufacturer. Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer. The remedies and obligations set forth in this Section 9.5 are the full extent of Client's remedies and the full extent of MANATRON's obligations with respect to warranties of Hardware.

9.6 Compliance with Third Party Contracts. MANATRON represents and warrants to Client that it does not have any contracts or other obligations to third parties, including but not limited to any license agreements or confidentiality obligations, that will be violated in any respect by MANATRON's or Client's performance under this Master Agreement or any Supplemental Agreement(s).

9.7 Proof of Insurance.

(a) Manatron shall obtain and maintain, throughout the term of the Master Agreement and the Supplemental Agreements, insurance of the types and in the minimum amounts set forth below. Manatron shall furnish certificates of insurance to Client evidencing compliance with the insurance requirements hereof. Certificates shall indicate Manatron's name, name of insurance company, policy number, term of coverage and limits of coverage. Manatron shall cause its insurance companies to provide Client with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Manatron shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(i) Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

(ii) Employers' Liability insurance with limits not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(iii) Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits not less than:

\$2,000,000 annual aggregate limit

\$1,000,000 each occurrence, combined single limit

(iv) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(v) Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

(b) Client shall be named as additional insured to all coverages required above. All policies written on behalf of Manatron shall contain a waiver of subrogation in favor of Client.

9.8 DISCLAIMER. MANATRON DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN MANATRON PROPRIETARY SOFTWARE OR INTEGRATED SYSTEMS WILL MEET CLIENT'S REQUIREMENTS THAT ARE NOT EXPRESSLY SET FORTH IN APPLICABLE SUPPLEMENTAL AGREEMENTS. MANATRON DOES NOT REPRESENT OR WARRANT THAT THE MANATRON PROPRIETARY SOFTWARE OR INTEGRATED SYSTEMS WILL OPERATE IN COMBINATIONS SELECTED FOR USE BY CLIENT WITH HARDWARE OR SOFTWARE NOT APPROVED BY MANATRON. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS MASTER AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THERE ARE NO WARRANTIES, IMPLIED BY OPERATION OF LAW OR OTHERWISE, AND (B) MANATRON DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY FOR MANATRON AND NON-MANATRON PRODUCTS AND SERVICES. THE EXPRESS LIMITED WARRANTIES EXTEND SOLELY TO CLIENT.

10. LIMITATION OF DAMAGES.

10.1 EXCLUSIVE REMEDY. MANATRON'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS, AND THE PRODUCTS, SERVICES AND INTEGRATED SYSTEMS PROVIDED UNDER THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS, ARE SET FORTH IN THIS SECTION.

10.2. DISCLAIMER. CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACK-UP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES WILL MANATRON BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

10.3 INDEMNITY. MANATRON SHALL SAVE HARMLESS CLIENT FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING

REASONABLE ATTORNEYS FEES FOR INJURY TO PERSONS OR DAMAGE TO TANGIBLE PROPERTY, ARISING FROM ACTIVITIES OF MANATRON, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF MANATRON OR ANY OF MANATRON'S AGENTS, SERVANTS OR EMPLOYEES. MANATRON'S OBLIGATION TO SAVE HARMLESS CLIENT IS CONDITIONED UPON CLIENT: (A) GIVING MANATRON PROMPT WRITTEN NOTICE OF ALL SUCH CLAIMS FOLLOWING RECEIPT OF SUCH CLAIMS BY CLIENT, (B) PERMITTING MANATRON TO CONTROL THE DEFENSE AND SETTLEMENT OF ALL SUCH CLAIMS, AND (C) REASONABLY COOPERATING WITH MANATRON IN THE DEFENSE AND SETTLEMENT OF ALL SUCH CLAIMS. IN NO EVENT WILL MANATRON BE LIABLE FOR ANY SETTLEMENTS ENTERED INTO WITHOUT MANATRON'S WRITTEN CONSENT.

10.4 LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: MANATRON AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF THE PRODUCTS AND INTEGRATED SYSTEMS OR PERFORMANCE OF THE SERVICES, WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THIS MASTER AGREEMENT OR SUPPLEMENTAL AGREEMENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MANATRON'S LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO MANATRON UNDER THE SUPPLEMENTAL AGREEMENT WITH RESPECT TO WHICH THE DIRECT DAMAGES WERE INCURRED TIMES 2.0.

10.5 Referrals. Manatron may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Products, Services or Integrated Systems. Notwithstanding any Manatron recommendation, referral or introduction, Client will independently investigate and test non-Manatron products and services and will have sole responsibility for determining suitability for use of non-Manatron products and services. Manatron has no liability with respect to claims relating to or

arising from use of non-Manatron products and services, including, without limitation, claims arising from failure of non-Manatron products to provide proper time and date functionality.

11. INFRINGEMENT INDEMNITY.

11.1 Indemnity. Manatron, at its own expense, will defend and indemnify Client against claims that Manatron Proprietary Software furnished under this Master Agreement or Supplemental Agreements infringe any patent or copyright or misappropriate trade secrets protected under United States law, provided Client (a) gives Manatron prompt written notice of such claims pursuant to Section 14.11, (b) permits Manatron to control the defense and settlement of the claims, and (c) provides all reasonable assistance to Manatron in defending and settling the claims.

11.2 Remedies. As to any Manatron Proprietary Software which is subject to a claim of infringement or misappropriation, Manatron may (a) obtain the right of continued use of the Manatron Proprietary Software for Client or (b) replace or modify the Manatron Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Manatron, any applicable Software license and its charges will end, Client will stop using the Manatron Proprietary Software, and Client will return to Manatron or destroy all copies of the Manatron Proprietary Software, and will certify in writing to Manatron that such return or destruction has been completed. Upon return or Manatron's receipt of certification of destruction of the Manatron Proprietary Software, Manatron will give Client a credit for the price paid to Manatron., less a reasonable offset for use and obsolescence.

11.3 Exclusions. Manatron will not defend or indemnify Client if any claim of infringement or misappropriation (a) is asserted by an affiliate of Client, (b) results from Client's design or alteration of any Manatron Proprietary Software, (c) results from use of any Manatron Proprietary Software in combination with any non-Manatron product, except to the extent, if any, that such use in combination is part of an Integrated System designed and installed by Manatron for Client, or (d) relates to a non-Manatron Product alone.

11.4 Exclusive Remedies. This Section 11 states the entire liability of Manatron and Client's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

12. TERMINATION.

12.1 Term. The term of this Master Agreement will be for one (1) year from the Effective Date (the "**Initial Term**"). This Master Agreement will automatically renew for consecutive one (1) year terms thereafter ("**Renewal Terms**") unless either party notifies the other of its election not to renew the terms of this Master Agreement at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the termination of this

Manatron, Inc.
Master Agreement

Master Agreement upon the expiration of the Initial Term or any Renewal Term, this Master Agreement will remain in effect with respect to any Supplemental Agreements then in progress, but not then completed, until such Supplemental Agreements terminate or another Master Agreement is entered into by Client and Manatron.

12.2 Defaults. The following events are deemed to be defaults:

(a) A party committing a material breach of any term of this Master Agreement or any Supplemental Agreement, if such breach has not been cured within thirty days after written notice of such breach has been given by the non-defaulting party to the defaulting party;

(b) A party filing bankruptcy, becoming insolvent, or having its business placed in the hands of a receiver, assignee or trustee, whether by voluntary act or otherwise;

(c) A party failing to comply in any material respect with any federal, state or local laws applicable to a party's performance under this Master Agreement or any Supplemental Agreement.

12.3. Termination for Default. A party may terminate this Master Agreement and the relevant Supplemental Agreement(s) before expiration of their respective term(s) for default by the other party. If default occurs, the parties will have all remedies provided in this Master Agreement and otherwise available by statute, law or equity.

12.4. Survival. Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to successors and permitted assigns.

12.5 Suspension of Performance. If any payment due to Manatron under this Master Agreement or any Supplemental Agreement is past due more than thirty days, Manatron may suspend performance under this Master Agreement and any or all Supplemental Agreements until all amounts due are current.

12.6 Fiscal Funding. Manatron or Client may terminate any Supplemental Agreement upon thirty (30) days written notification due to the lack of fiscal funding. Client will be responsible for payment of all labor, costs and expenses incurred by Manatron through the date of the receipt of written notification.

12.7 Termination of Maintenance Services.

(a) Client may terminate this Master Agreement or any Supplemental Agreement(s) at any time after the first anniversary of the Installation Date by providing at least sixty (60) days prior written notice of termination to Manatron.

(b) Manatron may not terminate an Annual Software License and Maintenance Supplemental Agreement during the first thirty-six (36) months of paid maintenance. Thereafter, Manatron may terminate Maintenance Services provided to the Client for any Product or Integrated System upon written notice six (6) months prior to termination.

(c) If Manatron determines that any alterations, attachments, or modifications not made by Manatron will interfere with the provision of Maintenance Services, then Manatron may notify Client of its intention to terminate Maintenance Services. If Client does not cure within thirty (30) days of such notice, Maintenance Services will be terminated.

(d) Notwithstanding anything in this Master Agreement, if Client is in default of Section 6.2(g), Manatron may terminate Maintenance Services for such Manatron Software or Non-Manatron Software for which Client is in default.

13. DISPUTE RESOLUTION.

13.1 Disputes and Demands. The parties will attempt to resolve any claim or controversy related to or arising out of this Master Agreement or Supplemental Agreements, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

13.2 Negotiation and Meditation. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory non-binding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**").

13.3 Injunctive Relief. Notwithstanding the provisions of Section 12.2(a) and this Section 13, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without the requirement for prior notice and opportunity to cure under Section 12.2(a) and without complying with the negotiation and mediation provisions of this Section 13.

13.4 Time Limit. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Master Agreement or Supplemental Agreements may be brought more than four (4) years after the cause of action first accrued or within the statutory limits prescribed by law.

14. GENERAL PROVISIONS.

14.1 Entire Agreement. This Master Agreement, the Supplemental Agreements and the attachments and exhibits thereto are the entire agreement and supersede all prior negotiations and oral agreements. Manatron has made no representations or warranties with respect to this Master Agreement or the Supplemental Agreements that are not included herein or therein. This Master Agreement and the Supplemental Agreements may not be amended or waived except in writing signed by an officer of the party to be bound thereby. If any conflict exists between the terms of this Master Agreement and any Supplemental Agreement, the terms of the Supplemental Agreement will control.

14.2 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Master Agreement and the Supplemental Agreements is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Master Agreement, including but not limited to this Section 14.2, and the terms of Supplemental Agreements cannot be amended, modified or altered by any conflicting preprinted terms, provisions or conditions contained in a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Master Agreement or Supplemental Agreements and any terms and conditions on a purchase order, acknowledgment or other preprinted form, the terms and conditions of this Master Agreement and Supplemental Agreements will govern.

14.3 Interpretation. This Master Agreement and the Supplemental Agreements will be construed according to their fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Master Agreement or Supplemental Agreements. All words and phrases in this Master Agreement and the Supplemental Agreements are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

14.4 Governing Law. THIS MASTER AGREEMENT AND THE SUPPLEMENTAL AGREEMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

14.5 Severability. Whenever possible, each provision of this Master Agreement and the Supplemental Agreements will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal or unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of the Master Agreement or Supplemental Agreement, as applicable, and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Agreement, which will remain valid and binding.

14.6 Delays. Manatron is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Hardware, Services, materials or labor contemplated herein or in any Supplemental Agreement(s). Manatron will notify Client in writing of any such delay, and the time for Manatron's performance will be extended for a period corresponding to the delay. Manatron

and Client will determine alternative procedures to minimize project delays.

14.7 Force Majeure. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Master Agreement or Supplemental Agreements which is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, Force Majeure includes but is not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than the Client and its governing entities); fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay, and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Master Agreement or any Supplemental Agreements, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

14.8 Compliance with Laws. Client and Manatron shall comply with all federal, state and local laws in the performance of this Master Agreement and the Supplemental Agreements, including those governing use of the Hardware, Software and Integrated Systems. Products provided under this Master Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Products.

14.9 Assignments. Neither party may assign its interest in this Master Agreement or the Supplemental Agreements without the prior written consent of the other, such consent not to be unreasonably denied.

14.10 Independent Contractors. Client and Manatron are independent contractors and are not agents or partners of each other. Manatron's employees, agents and subcontractors will not be entitled to any privileges or benefits of Client employment. Client's employees, agents and contractors will not be entitled to any privileges or benefits of Manatron employment.

14.11 Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at their address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

Manatron, Inc.
Master Agreement

Signature Page

Agreement Number:

Re: Master Agreement Number: FB0002

RECORDS MANAGEMENT ANNUAL SOFTWARE LICENSE AND MAINTENANCE SUPPLEMENTAL AGREEMENT

This Records Management Annual Software License and Maintenance Supplemental Agreement ("Supplemental Agreement") is entered into by and between Manatron, Inc. ("Manatron"), a Michigan corporation authorized to do business in the State of Texas, and Fort Bend County ("Client"), a political subdivision of the State of Texas. Manatron and Client have entered into a Records Management Master Agreement (the "Master Agreement") number FB0002. This Supplemental Agreement is entered into under the terms of the Master Agreement and constitutes a "Supplemental Agreement" as defined in the Master Agreement. The terms of the Master Agreement are incorporated herein by reference and are an integral part of this Supplemental Agreement. The Master Agreement and this Supplemental Agreement constitute the entire agreement between Manatron and Client with respect to the subject matter of this Supplemental Agreement.

The following Exhibits are attached to this Supplemental Agreement and made a part hereof:

- Exhibit A Pricing and Inventory
- Exhibit B Description of Maintenance Services
- Exhibit C Client Service Request Form
- Exhibit D Change Request Form
- Exhibit E Non-Manatron Sublicensed Software License Agreements

The date of this Supplemental Agreement is October 9, 2007. Client acknowledges it has read and understands the Master Agreement and this Supplemental Agreement (including all exhibits, schedules and amendments).

Agreed and Accepted:

Name: Fort Bend County, Texas
Address: 301 Jackson Street, Suite 719
Richmond, Texas 77469

Primary Phone: 281-341-8608

Facsimile: 281-341-8609

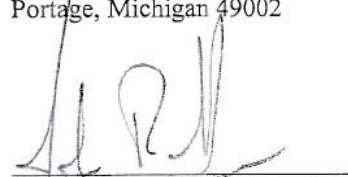
Executed by:

Name: Robert E. Hebert

Title: County Judge

Manatron

Manatron, Inc.
510 East Milham Avenue
Portage, Michigan 49002




John R. Hansen

Director of Risk Management

This Agreement is not effective until executed by both parties.

ATTEST:


Dianne Wilson, County Clerk

Manatron, Inc.
Annual Software License and Maintenance Agreement

1. DEFINITIONS.

Defined terms used in this Supplemental Agreement will have the same meaning given to such terms in the Master Agreement, except to the extent modified or otherwise defined herein. As used in this Supplemental Agreement, the following additional definitions apply:

1.1 **"Anniversary Date"** means each anniversary of the Installation Date.

1.2 **"Annual Fee"** means the combined annual license, sublicense and Maintenance Services fees payable by Client to Manatron as described in Section 4.

1.3 **"Maintenance Services"** means the level of maintenance service selected (Level One, Basic Level of Service (Mandatory); Level Two, Extended Service (Optional); or, Level Three, Extended Service (Optional)) in Exhibit A (Pricing and Inventory) of this Supplemental Agreement that Manatron will provide to Client under this Supplemental Agreement. The Maintenance Services are more specifically described in Exhibit B, Description of Maintenance Services.

1.4 **"Maintenance Phase Start Date"** means the date the Client signs off on the final Project Acceptance Criteria. This final sign-off begins the Maintenance Phase of the Agreement.

2. SOFTWARE LICENSES AND SUBLICENSES.

2.1 Manatron Proprietary Software License. The Manatron Proprietary Software licensed to Client under this Supplemental Agreement is identified in Section 2.1 (Manatron Proprietary Software) of Exhibit A (Pricing and Inventory). The Number of Licensed Users, Licensed Server and Licensed Location with respect to each item of Manatron Proprietary Software are also specified in Exhibit A. The Manatron Proprietary Software is licensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client is permitted to use the Licensed Software only in connection with the Integrated System with which the Manatron Proprietary Software is provided. 2.2 Non-Manatron Sublicensed Software.

(a) The Non-Manatron Sublicensed Software sublicensed to Client under this Supplemental Agreement is identified in Section 2.2 (Non-Manatron Sublicensed Software) of Exhibit A (Pricing and Inventory). The Licensor, Number of Licensed Users, Licensed Server and Licensed Location with respect to each item of Non-Manatron Sublicensed Software are also specified in Exhibit A. The Non-Manatron Sublicensed Software is sublicensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client is permitted to use the Non-Manatron Sublicensed Software only in connection with the Integrated System with which the

Non-Manatron Sublicensed Software is provided. Client acknowledges that this sublicense is subject to the terms of the Licensors' respective license agreements for the Non-Manatron Sublicensed Software, which are incorporated herein by reference, and attached hereto as Exhibit E. The Licensor(s) of the Non-Manatron Sublicensed Software are third party beneficiaries of the sublicense terms of the Master Agreement and this Supplemental Agreement to the extent permitted by applicable law.

2.3 Non-Manatron Other Software Not Under This Agreement. The Non-Manatron Other Software identified in Section 2.3 (Non-Manatron Other Software) of Exhibit A (Pricing and Inventory) is not included in or covered by this Supplemental Agreement. The Non-Manatron Other Software is listed in Exhibit A solely as a matter of record keeping convenience and to identify the Integrated System with which the Manatron Proprietary Software and Non-Manatron Sublicensed Software may be used. If Client has any rights with respect to the Non-Manatron Other Software, such rights would be under a separate agreement with Manatron or the Licensor of such software.

2.4 Hardware Not Under This Agreement. The Hardware identified in Exhibit A (Pricing and Inventory) is not included in or covered by this Supplemental Agreement. The Hardware is listed in Exhibit A solely as a record keeping convenience and to identify the Integrated System with which the Manatron Proprietary Software and Non-Manatron Sublicensed Software may be used. If Client has any rights with respect to the Hardware, such rights would be under a separate agreement with Manatron or the manufacturer or supplier of such Hardware.

3. MAINTENANCE SERVICES.

3.1 First Year's Maintenance Services at No Extra Charge. Manatron will provide to Client Maintenance Services for no extra charge for one (1) year beginning with the Installation Date on the terms and conditions set forth in Section 9 of the Master Agreement. The Maintenance Services to be provided during this one - year (1-year) period are described in Section 3 of Exhibit B (Description of Maintenance Services) as Level ONE, Basic Level of Service. The Maintenance Services described in Section 3 of Exhibit B as Level ONE, Basic Level of Service constitute the complete list of services provided by Manatron during the first year, unless Client elects to pay for a higher level of Maintenance Services, which payment will be due on the Installation Date. If Client pays Manatron on or before the Installation Date for a Level Two or Level Three level of service during the first year, Manatron will provide Client during such year the level of service paid for by Client. Manatron will provide one (1) week

Annual Software License and Maintenance Agreement

of on-site support upon commencement of the first year's Maintenance Services.

3.2 Selection of Maintenance Service Level. Pursuant to the terms and conditions set forth in the Master Agreement and this Supplemental Agreement, if the term of this Supplemental Agreement renews as provided in Section 5.1(b), beginning with the first Anniversary Date Manatron will provide Client with Maintenance Services at the level selected and paid for by Client (Level One, Level Two, or Level Three) as described in Exhibit B, upon payment of the Annual Fee. The Maintenance Services as described in Exhibit B for the level selected and paid for by Client constitute the complete list of maintenance and support to be provided by Manatron. Manatron will not be obligated to provide any Maintenance Services not described in the level of Maintenance Services selected and paid for by Client.

3.3 Additional Services on Time and Materials Basis. If Manatron with Client's prior written approval, provides maintenance and support or other services requested by Client that are not covered by the level of Maintenance Services selected and paid for by Client, Client shall pay Manatron for all such maintenance, support and services on a time and materials basis, plus expenses, at Manatron's then prevailing rates, unless otherwise agreed in writing by Manatron and Client.

4. ANNUAL FEE.

4.1 Date Payable. An Annual Fee is due and payable by Client to Manatron on each Anniversary Date of this Agreement. Client must pay each invoiced Annual Fee by the due date.

4.2 Invoicing. Manatron will invoice Client for the Annual Fee at least ninety calendar days before the Anniversary Date on which the Annual Fee is due. Manatron may periodically review and adjust the amount of the Annual Fee, subject to the terms of Section 5.5 of the Master Agreement. Manatron will notify Client of any changes in the Annual Fee with the invoice.

4.3 Nonrenewal. If Client fails to timely pay the Annual Fee, this Supplemental Agreement will not automatically renew in accordance with Section 5.1(b) of this Agreement.

5. TERM OF AGREEMENT; TERMINATION.

5.1 Term

(a) The initial term of this Supplemental Agreement will commence on the date of this Supplemental Agreement, with the licenses and sublicenses granted herein becoming effective on the

date of this Supplemental Agreement. This Supplemental Agreement and the licenses and sublicenses granted herein will automatically terminate on the first Anniversary Date unless renewed as provided in Section 5.1(b).

(b) This Supplemental Agreement will renew for a one year renewal term on each Anniversary Date if Manatron has received, on or before such Anniversary Date, payment of the invoiced Annual Fee due on such Anniversary Date. Unless this Supplemental Agreement renews at the end of a renewal term as provided in the previous sentence, this Supplemental Agreement and the licenses and sublicenses granted herein will automatically terminate upon the end of such renewal term.

5.2 Termination. This Agreement may be terminated as provided in Section 12 of the Master Agreement. Maintenance and support services under this Agreement may be terminated as provided for in Section 12.7 of the Master Agreement.

5.3 Effect of Termination. Upon termination or cancellation of this Supplemental Agreement, Client shall return to Manatron or destroy all Manatron Proprietary Software, Non-Manatron Sublicensed Software and Proprietary and Confidential Information in accordance with Sections 3.3(c) and 7.2 of the Master Agreement.

6. LIMITED WARRANTY TERMS.

THE DISCLAIMERS SET FORTH IN SECTION 9 OF THE MASTER AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE.

7. Limitation of Damages.

THE LIMITATION OF DAMAGES SET FORTH IN SECTION 10 OF THE MASTER AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE.

8. CHANGE REQUESTS.

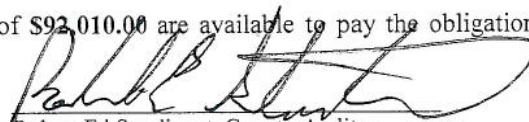
Any amendment of this Supplemental Agreement must follow the Change Request procedure stated in Section 2.4 of the Master Agreement.

Manatron, Inc.

Annual Software License and Maintenance Agreement

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of ~~\$92,010.00~~ are available to pay the obligation of fort bend county within the foregoing agreement.



Robert Ed Sturdivant, County Auditor

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Manatron, Inc.
Exhibit A – Pricing and Inventory

1. ANNUAL FEE

1.1 License Fees and Basic Level ONE Service - Mandatory

Client shall pay Manatron the fees set forth below for the license of Manatron Proprietary Software, sublicense of Non-Manatron Sublicensed Software and Manatron's Level ONE Basic Level of Service:

Service Option	Total Price
Software License and Sublicense Fees plus Maintenance Level ONE Basic Level of Service	\$92,010.00
Anthem™ Licenses (\$16,880.00)	
Anthem™ Official Public Records (also includes UCC, Assumed Names, Export/Archive, and Cash Management Reporting) – (105 users)	
- Anthem™ Vitals for Birth and Death	
- Anthem™ Marriage Licenses	
- Anthem™ Map/Plat	
- Advanced Backfile	
- Anthem™ Commissioners Court	
- Anthem™ Courts (for Juvenile, Criminal, Civil & Probate)	
- Anthem™ Public Access (local and internet)	
- Imagen™ Licenses (\$27,365.00)	
- Web Support (\$15,190.00)	
Anthem™ eRecording (\$12,700.00)	
- Anthem™ Automated Indexing (\$18,375.00)	
- Anthem™ Toll Road (\$800.00)	
- Anthem™ Texas Online Support (\$700.00)	
- Lead Tools ImageViewer (105 users included)	
- Java Viewer	
Total for Level ONE Service (10/1/07 – 9/30/08)	

1.2 Extended levels (optional – select one)

Client shall pay Manatron the fees set forth below for extended levels of service selected by Client:

Optional - Select One	Check one	Additional Price
Mandatory fees above plus Level TWO – Extended Service (On site 2x per year)		
Mandatory fees above plus Level THREE – Extended Service (On site 4x per year)		

1.3 Total Annual Fee

The Annual Fee consists of the sum of the fees in Section 1.1 and 1.2 above. Manatron will bill Client quarterly for the Annual Fee. Manatron may periodically adjust the amount of the Annual Fee, subject to the terms of Section 5.5 of the Master Agreement.

2. LICENSED SOFTWARE INVENTORY

2.1 Manatron Proprietary Software

Licensed Software: - Anthem Official Public Records (also includes UCC, Assumed Names, Export/Archive and Cash Management Reporting) - Anthem Vitals for Birth and Death - Anthem Marriage Licenses - Anthem Map/Plat - Advanced Backfile	Version: 6.8.x
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Manatron, Inc., Annual Software License and Maintenance Agreement

Exhibit A – Pricing and Inventory

- Anthem Commissioners Court - Anthem Courts (for Juvenile, Criminal, Civil & Probate) - Anthem Toll Road	
Licensed Server: (Central Processing Unit) Anthem production server	
Licensed Location: Fort Bend County	
Number of Licensed Users: 105	

Licensed Software: - Anthem™ Public Access (local and internet) - Anthem™ eRecording - Anthem™ Texas Online	Version: 6.8.x
Licensed Server: (Central Processing Unit) Anthem™ PA internet on Anthem web server, Anthem eRecording and Anthem™ TX Online on Anthem eRecording server	
Licensed Location: Fort Bend County	
Number of Licensed Users: unlimited	

Licensed Software: - Anthem™ Automated Indexing	Version: 6.8.x
Licensed Server: (Central Processing Unit) Anthem AI server	
Licensed Location: Fort Bend County	
Number of Licensed Users: 6 users plus 1 supervisor	

2.2 Non-Manatron Sublicensed Software

(a) Database Software

Licensed Software	Version
Licensed Server (Central processing Unit)	
Licensed Location	
Number of Licensed Users	

(b) Image Software

Licensed Software: Lead Tools ImageViewer	Version:
Licensed Server: (Central Processing Unit) Fort Bend County Clerk PC workstations	
Licensed Location: Fort Bend County	
Number of Licensed Users: 105	

Licensed Software: Java Viewer	Version:
Licensed Server: (Central Processing Unit) Fort Bend County Clerk Anthem production server and Anthem web server	
Licensed Location: Fort Bend County	
Number of Licensed Users: 2 processor licenses	

2.3 Non-Manatron Other Software

(a) Shrink-wrap software

Licensed Software Name	Version	Quantity of Licenses

Manatron, Inc., Annual Software License and Maintenance Agreement

Exhibit A – Pricing and Inventory

(b) Operating systems shipped with hardware

(i) Desktop operating systems

Licensed Software Name	Version	Quantity of Licenses

(ii) Server operating systems

Licensed Software Name	Version	Quantity of Licenses

Manatron, Inc., Annual Software License and Maintenance Agreement

Exhibit A – Pricing and Inventory

3. HARDWARE INVENTORY

3.1 Hardware Purchased From Manatron:

Subsystem	Component	Model	Model Number Description	Quantity
				1
				1
				1
				1
				1
				1

3.2 Hardware Purchased Directly From Hardware Manufacturer or Other Supplier:

Subsystem	Component	Model	Model Number Description	Quantity
				1
				1
				1
				1
				1
				1

Manatron, Inc.
Exhibit B – Description of Maintenance Services

Manatron, Inc.
Exhibit C – Client Service Request Form

CLIENT SERVICE REQUEST FORM

(FAX # 800-396-4278)
(HELP DESK # 800-750-4278)

LOCATION: _____ (CLIENT) REGISTER OF DEEDS
DATE: _____ TIME: _____ [A.M./P.M.]
NAME OF USER/DEPT. HAVING THE PROBLEM: _____
PHONE NUMBER: _____
SEVERITY _____ PRIORITY@i.e. ASAP, HIGH, ROUTINE, FYI: _____

If Software – Check one of the following:

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> DOCUMENT RECEPTION | <input type="checkbox"/> SCANNING | <input type="checkbox"/> ENHANCEMENT |
| <input type="checkbox"/> INDEXING | <input type="checkbox"/> CODE MAINT/FEE SETUP | <input type="checkbox"/> |
| <input type="checkbox"/> REPORTS | <input type="checkbox"/> UCC | <input type="checkbox"/> |
| <input type="checkbox"/> MARRIAGE | <input type="checkbox"/> PUBLIC | <input type="checkbox"/> |
| <input type="checkbox"/> SYSTEM ADM. | <input type="checkbox"/> OTHER | <input type="checkbox"/> |

If Hardware – Check one of the following:

- | | | |
|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> HP LASER PRINTER | <input type="checkbox"/> SCANNER | <input type="checkbox"/> MONITOR |
| <input type="checkbox"/> LABEL PRINTER | <input type="checkbox"/> PC | <input type="checkbox"/> SERVER |
| <input type="checkbox"/> RECEIPT PRINTER | <input type="checkbox"/> CASH DRAWER | <input type="checkbox"/> |
| <input type="checkbox"/> OTHER (specify) | | |

SPECIFIC DESCRIPTION OF THE REQUEST: (Be sure to list Doc #s, Error Messages, or ANY important information related to the problem.)

Resolution: (i.e. who was contacted, situation was resolved in what way, etc.)

Manatron, Inc.
Exhibit D – Change Request Form

CHANGE REQUEST FORM

Part 1 – Request

(Check one)

- ☐ Initial Project Requirement
- ☐ Project Scope Change
- ☐ Post-Acceptance Enhancement

Project Name:

Product / Release / Version:

Request Number:

Received Date:

Request Originator: Name:

Phone:

Title / Role:

Email:

Solution area / module / component:

Requirement Severity:

Requirement Priority:

Request Abstract or Title:

Request description: (Objective to be satisfied or issue to be resolved. Please attach any relevant examples.)

Justification: (What is the significance of this request? What are the benefits?)

OPTIONAL Solution Proposal (Used to clarify issue description)

Implementation Acceptance Criteria: (What will you use as your acceptance criteria if this change of scope is implemented?)

Manatron, Inc., Annual Software License and Maintenance Agreement

Exhibit D – Change Request Form

Part 2 – Response

Response: (One of the following. Also shown as status once decision is made)

- ☐ Proposal created.
- ☐ Implementation not proposed (Cost) = The cost of implementing this request would far exceed the value to be added to the solution
- ☐ Implementation not proposed (Conflict) = The implementation would conflict with current or future functions or objectives of the solution
- ☐ Implementation not proposed (Domain) = The issue to be addressed, and/or the implementation for this request is outside the domain of this solution.

Description of the proposed solution: (Detailed implementation proposal attached)

Estimated cost to modify the solution: (HW/SW infrastructure, solution documentation, training materials, training, and support requirements)

Estimated schedule impact to accommodate the solution:

Manatron response approval:

Signature:

Title:

Phone:

Comments:

Client acceptance of change to project scope, schedule, and cost:

Signature:

Title:

Phone:

Purchase order/invoice number for the revised project scope:

Comments:

Manatron, Inc.

Service Level Agreement

1. PURPOSES AND SCOPE.

This Service Level Agreement sets forth the terms of the maintenance services available to Client from Manatron, Inc. ("Manatron"), a Michigan corporation authorized to do business in the State of Texas. Manatron will perform the maintenance services selected in and on the terms and conditions set forth in the Records Management Master Agreement and the Records Management Annual Software License and Maintenance Supplemental Agreement between Manatron and Client (the "License Agreements") and as described herein.

2. AVAILABLE SERVICES.

Manatron offers three (3) levels of maintenance services.

2.1 Level ONE, Basic Level of Service. This is the most basic level of maintenance services available to Client under this Service Level Agreement and is further described in Section 3, Level ONE, Basic Level of Service.

2.2 Level TWO, Optional Extended Support. Manatron provides optional on-site maintenance services. Maintenance services under Level TWO, Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 4, Level TWO, Optional Extended Support.

2.3 Level THREE, Optional Extended Support. Manatron provides optional on-site maintenance services. Maintenance services under Level THREE Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 5, Level THREE, Optional Extended Support.

3. LEVEL ONE – BASIC LEVEL OF SERVICE.

3.1 Base Mandatory Services. Level ONE, Basic Level of Service, is included in the Annual License/Maintenance/Support Fees and Annual Sublicense/Maintenance Fees payable pursuant to the License Agreements. During the term of the License Agreements, Manatron will provide Level ONE, Basic Level of Service, with respect to the Manatron Proprietary Software and Sublicensed Software.

3.2 Project and Support Manager. Manatron will designate a Project and Support Manager ("PSMPSM"). The PSM will maintain close contact with Client through frequent communication. The PSM will be responsible for managing delivery of the maintenance services.

3.3 Client Support Center. The Client Support Center ("CSC") is the primary point of Client contact

for all support. CSC consultants provide responses to support requests received from system users and system administration personnel. When initiating a support request, Client should communicate to the CSC the information in the Client Service Request ("CSR") Form.

(a) The primary means of contacting Manatron's CSC during normal operating hours is via telephone through the toll-free client support line. Outside of normal operating hours or if all CSC consultants are busy, the client support line will prompt callers to leave a voice mail message that will, in turn, activate a page to a CSC consultant.

(b) A dedicated, toll-free client support fax line is available 24 hours a day, 7 days a week, as is e-mail access.

3.4 CSC Hours of Operation. Normal operating hours for the CSC are 7:00 AM to 7:00 PM Central Time, Monday through Friday, except for Manatron company holidays.

3.5 CSC Response Goals.

(a) Upon receipt of a CSR, a CSC consultant will review the information and assign a severity for urgency of response according to the following list:

Severity	Type of Problem/Request
1/Critical	A system-wide problem, one that prevents the recorder's office from continuing fundamental business processes. Some examples might be the system servers being down, users unable to record documents, unable to view images on the Clerk system, etc.
2/High	A problem that affects one or more modules of the Manatron system. A problem that prevents the recorder's office from performing an important function of the office's normal business processes.
3/Medium	System feature or minor hardware is malfunctioning or inoperative, but a alternative procedure exists to achieve business needs. A problem that impacts individual users or workstations. Examples would include receipts requiring adjustment, users receiving error messages that do not otherwise prevent business activities, data corrections, etc.
4/Low	The "Low" category includes cosmetic issues such as misspellings, parts of letters falling off the screen or report print outs, incorrect punctuation, etc. "Low" also includes problems that happen intermittently, for which root causes are being determined or which cannot be reproduced. This category is

Manatron, Inc. Service Level Agreement

also used to characterize information
requests.

(b) A CSC consultant will communicate to Client a Response based upon the severity of the problem. "Response" is defined as a communication with Client of the status of problem, analysis or potential remedies, or workarounds. The Response goals for a CSR received during normal working hours are shown in the following table:

Severity	Response Goal
1/Critical	Within 1 hour
2/High	Within 4 hours
3/Medium	Within 2 business days
4/Low	Assumption is these will be fixed in the next Maintenance Release.

(c) Responses to a CSR received via voice mail/pager, fax, or e-mail during other than normal operating hours may be delayed unless previous arrangements have been made for standby support resources.

3.6 CSC Request Escalation.

(a) Upon receipt of a Severity 1/Critical CSR, the CSC manager will be notified to insure that appropriate Manatron resources are focused on returning the affected system to operation as soon as possible.

(b) A severity 2/High CSR not resolved within eight (8) hours of notification to the CSC will be escalated for assistance by other subject matter experts or Manatron functional area supervisor/manager to determine next steps.

(c) Client will be notified of the current status and projected closure target on each unresolved CSR, which will be tracked and reported until resolved.

3.7 Remote Diagnostics. The CSC consultant, subject matter expert, PSM, or other Client support personnel may utilize remote dial-in capability to assist with system diagnosis and/or corrective action. Client direct participation may or may not be required during remote dial-in operations. However, in either case, all use of remote dial-in capability will be coordinated with the Client in advance.

3.8 Supplements and Custom Programming are Excluded.

(a) From time to time, Manatron may make available computer programs that are compatible with the Manatron Proprietary Software and that supplement the Manatron Proprietary Software. Also, third parties may make available computer programs that are

compatible with the Sublicensed Software and that supplement the Sublicensed Software. Supplements do not include programs necessary for the proper functioning of the Hardware, Software, or Integrated System. SUPPLEMENTS ARE NOT LICENSED OR SUBLICENSED UNDER THE LICENSE AGREEMENTS AND WILL NOT BE PROVIDED WITH MAINTENANCE RELEASES. Subject to availability and compatibility, Client may license or sublicense supplements by written amendment to such License Agreements. All licenses and sublicenses of supplements will include additional charges.

(b) Maintenance services do not include custom programming.

3.9 Manatron Proprietary Software Maintenance and Support. The terms of this section apply to maintenance of Manatron Proprietary Software.

(a) Client's designated PSM will manage delivery of Manatron Proprietary Software maintenance releases or updates in accordance with the provisions of the applicable License Agreements and this Description of Maintenance Services.

(b) Maintenance releases will be deployed on an "as-required" basis as determined by Manatron. Maintenance releases for Manatron interface programs and/or supplementary applications, that are not part of the main application (e.g., interfaces with mainframe programs, index or image conversion programs, export programs, etc.), will also be developed and deployed on an "as required" basis as determined by Manatron.

(c) Manatron may include, at its sole discretion, in its maintenance releases, software modifications, and enhancements, which enhance the functionality of the software.

(d) Release notes will be provided simultaneously with delivery of the release to Client to include all issues and corresponding resolutions contained in the maintenance release.

(e) Client may submit recommended software application enhancements to be considered for inclusion in future software maintenance releases.

(f) Manatron reserves the right to decline acceptance of software modifications recommended or requested by Client. Manatron also reserves the right to determine the conditions under which approved modifications will be delivered.

(g) Manatron Proprietary Software maintenance includes the correction of material defects, malfunctions, or failures that result in the Manatron Proprietary Software failing to perform substantially according to the performance specifications provided by

Manatron, Inc. Service Level Agreement

Manatron when used properly under normal use and conditions.

(i) Client shall fully inform Manatron immediately of any such defects, malfunctions or failures. [Upon receipt of such notice, Manatron will make best commercially reasonable efforts to fix or replace the Manatron Proprietary Software or provide a suitable workaround, as herein provided. Manatron will make best commercially reasonable efforts to provide the fix, replacement, or workaround as soon as is reasonably possible, taking into consideration the applicable Severity level.].

(ii) Client shall provide Manatron with a list of output and any other data, including databases and backup systems, that Manatron reasonably may request to reproduce operating conditions similar to those present when the error occurred.

(iii) Client shall provide Manatron and its agents access to all Client's facilities, hardware, personnel, and data, physically at the hardware site and, if requested by Manatron, through modem telephone connection, to permit Manatron to perform its maintenance services.

(h) Manatron Proprietary Software maintenance includes any updates to the Manatron Proprietary Software developed by Manatron. Updates consist of any enhancements, corrections, modifications, and additions to the Manatron Proprietary Software. Use of updates with or in place of the Manatron Proprietary Software will be fully governed by and subject to the terms of the applicable License Agreements and this Description of Maintenance Services. Any portion of the Manatron Proprietary Software replaced by updates, and all copies thereof, will be destroyed (with certification of destruction provided to Manatron) or returned to Manatron, at Manatron's option.

3.10 Non-Manatron Sublicensed Software Maintenance and Support. The terms of this section apply to maintenance of Sublicensed Software. Manatron does not provide maintenance of any other non-Manatron software.

(a) Client's designated PSM will manage delivery of Sublicensed Software maintenance releases or updates in accordance with the provisions of the applicable License Agreements and this Description of Maintenance Services.

(b) Maintenance of Sublicensed Software will be accomplished on an "as required" basis as determined by Manatron and the software licensor.

(c) Sublicensed Software maintenance will be provided only to the extent offered by the licensor of the Sublicensed Software. Manatron will not be responsible for any software programming with respect to the

Sublicensed Software or for software fixes or replacements except to the extent available from the licensor.

(d) Client shall fully inform Manatron immediately of any defects, malfunctions, or failures in the Sublicensed Software. Upon receipt of such notice, Manatron will contact the licensor and seek a fix or replacement of the Sublicensed Software. Client shall provide Manatron and the licensor with a list of output and any other data, including databases and backup systems, that Manatron reasonably may request to reproduce operating conditions similar to those present when the error occurred. Client shall provide Manatron, the Licensor, and their agents access to all Client's facilities, hardware, personnel and data, physically at the hardware site and, if requested by Manatron, through modem telephone connection, to permit Manatron and the licensor to perform the maintenance services.

(e) If a Sublicensed Software failure occurs, Manatron will make best commercially reasonable efforts to obtain a fix, replacement, or suitable workaround of the Sublicensed Software from the Licensor as soon as is reasonably possible, taking into consideration the applicable Severity level.

(f) Sublicensed Software maintenance includes any updates to the Sublicensed Software developed by the Licensor and that are made available to the Client. Updates consist of any enhancements, corrections, modifications, and additions to the Sublicensed Software. Use of updates with or in place of the Sublicensed Software will be fully governed by and subject to the terms of the License Agreements and this Service Level Agreement. Any portion of the Sublicensed Software replaced by updates, and all copies thereof, will be destroyed (with destruction certified to Manatron) or returned to Manatron, at Manatron's option.

3.11 Exclusions. Manatron will not provide maintenance or support of any hardware or non-Manatron software (unless it is Sublicensed Software or hardware purchased directly by Manatron which is still under manufacturer's warranty).

3.12 Other Services. Any additional support and professional services will be under a separate Services Agreement and will be priced and billed as provided for in the Services Agreement, in addition to the Annual Maintenance/ Support fees.

4. LEVEL TWO – OPTIONAL EXTENDED SUPPORT.

4.1 Selection of Optional Service Level. Level TWO, Optional Extended Support, is optional and will only be provided if selected by Client.

Manatron, Inc. Service Level Agreement

4.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level TWO, Optional Extended Support.

4.3 Semi-Annual System Tuning and Site Visitation. Manatron support technicians will perform the following system tuning and monitoring in conjunction with **two semi-annual site visits**.

(a) Scope of Work.

(i) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review and evaluate log files, and remove unneeded (clean up) log file information.

(ii) **Hardware (Server) Maintenance.** Perform system performance diagnostics; review setup and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test restore from backup; check uninterrupted power supply, modem/dial-in capability, heat sink and cooling fan; check all server cable connections and performance of server monitor and input devices; and test PC restore from ghost image stored on server.

(iii) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided pursuant to maintenance services.

(iv) **Documentation.** Produce a report of the tasks accomplished and the results achieved/observed.

(v) **Other Services.** Any additional support and professional services will be mutually agreed and performed under a separate Service Agreement and will be priced and billed as provided for in the such agreement, in addition to the fees charged for Level TWO, Optional Extended Support.

(b) Scheduling.

(i) Client's designated PSM will coordinate and schedule system tuning and site visits with Client.

(ii) The initial site visit should be accomplished within six (6) months of the effective date of an agreement to provide Level TWO maintenance services. The PSM and Client will schedule subsequent semi-annual site visits jointly.

(iii) When possible, system tuning and site visit work will be accomplished during Client's normal business hours.

4.4 Semi-Annual Report of Client CSC Activities.

(a) The CSC staff will produce semi-annual reports concerning Client's interaction with the CSC.

(b) Reports will include: number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction.

5. LEVEL THREE - OPTIONAL EXTENDED SUPPORT.

5.1 Selection of Optional Service Level. Level THREE, Optional Extended Support, is optional and will only be provided if selected by Client.

5.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level THREE, Optional Extended Support.

5.3 Quarterly System Tuning and Site Visit. Manatron support technicians will perform the following system tuning and monitoring in conjunction with **four (4) quarterly site visits**;

(a) Scope of Work.

(i) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review and evaluate log files, and remove unneeded (clean up) log file information.

(ii) **Hardware (Server) Maintenance.** Perform system performance diagnostics; review setup and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test restore from backup; check uninterrupted power supply, modem/dial-in capability, heat sink and cooling fan; check all server cable connections and performance of server monitor and input devices; and test PC restore from ghost image (stored on server).

(iii) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided under this Service Level Agreement.

(iv) **Documentation.** Produce a report of the tasks accomplished and the results achieved/observed.

(v) **Other Services.** Any additional support and professional services will be under a separate Services Supplemental Agreement and will be priced and billed as provided for in the Services Supplemental Agreement, in addition to the fees for Level THREE, Optional Extended Support.

(b) Scheduling.

(i) Client's designated PSM will coordinate and schedule system tuning and site visits with Client.

(ii) The initial site visit should be accomplished within two (2) months of the effective date of an agreement to provide Level THREE

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maintenance services. The PSM and Client will schedule subsequent quarterly site visits jointly.

(iii) When possible, system tuning and site visit work will be accomplished during Client's normal business hours.

5.4 Quarterly Report of Client CSC Activities.

(a) The CSC staff will produce quarterly reports concerning Client's interaction with the CSC.

(b) Reports will include: number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction.

6. EXCLUSIONS

SECTIONS 3.8 AND 3.11 OF THIS DESCRIPTION OF MAINTENANCE SERVICES AND CERTAIN SECTIONS OF THE LICENSING AGREEMENTS LIMIT THE MAINTENANCE SERVICES TO BE PERFORMED BY MANATRON.

7. CLIENT RESPONSIBILITIES.

7.1 Systems Operation. Client retains responsibility for the day-to-day management of the system and software, including the backup system.

7.2 Specific Responsibilities. Client is responsible for its obligations under the Licensing Agreements and the following items:

(a) **Client Contact Point ("CCP")**. Client will designate, in writing, a primary and at least one (1) alternate Client Contact Point who will serve as the primary interface between Manatron's support team and Client. The responsibilities of the CCP include the following:

(i) Provide Client contact information and inform Manatron of any changes before they occur.

(ii) Insure basic troubleshooting and a complete analysis of system problems using internal Client resources prior to referring a problem to Manatron.

(iii) Before submitting a support request to the CSC, gather and record the information needed to fill out a CSR.

(iv) Contact the CSC and provide the CSR information and any amplifying data to the CSC consultant.

(v) Coordinate Client activities required to assist the CSC in resolving the problem.

(vi) Serve as a liaison and primary point of Client contact for the PSM.

(vii) Complete Change Request Forms and provide them to the PSM to initiate system or software modifications.

(viii) Insure a Purchase Order (PO) or other suitable form of Client financial obligation authorization is generated and approved prior to requesting additional support not specifically included in the maintenance service level purchased pursuant to the License Agreements.

(b) System Access, Security, and Software Licenses.

(i) Client will insure that appropriate primary and alternate means are available for Manatron support personnel to gain remote dial-in access to Client's system (when appropriately coordinated with Client).

(ii) Client will maintain system passwords and will notify Manatron, prior to implementation, of any changes that may affect Manatron's ability to provide support under the License Agreements and this Description of Maintenance Services.

(iii) Client will maintain a record of all user workstations running any portion of the licensed or sublicensed software (including any associated Internet applications). Client will provide this information to Manatron upon request and will advise Manatron of any changes in the system that affect the currency of this information.

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