

THOMSON REUTERS™

INVOICE

PLEASE REMIT PAYMENT TO:

MANATRON, INC.
PO BOX 71275
CHICAGO, IL 60694-1275
Toll Free 1.866.471.2900

Invoice	INVC054996
Date	10/19/2016
Page	1
Acct#	4308100
Reference	OCT27519Q/18967

BILL TO:

FORT BEND COUNTY CLERK
301 JACKSON

ATTN: PURCHASING DEPT
RICHMOND TX 77469

SHIP TO:

FORT BEND COUNTY CLERK
301 JACKSON

RICHMOND TX 77469

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
	AUM-RECORDER-S	1	\$9,285.44	\$9,285.44
	AUM-ERECORDING-S	1	\$4,763.49	\$4,763.49
	AUM-PUBLIC ACCESS-S	1	\$4,975.94	\$4,975.94
	AUM-VITALS-S	1	\$691.83	\$691.83
	AI INDEX-S	1	\$4,865.83	\$4,865.83
	NETMINUTES-S	1	\$2,194.52	\$2,194.52
	JAVA VIEWER-S	1	\$243.00	\$243.00
	PRINT ACCELERATOR-S	1	\$137.75	\$137.75
	AUM-MARRIAGE-S	1	\$922.43	\$922.43
	SLA-4	1	\$1,383.65	\$1,383.65
	AGENDA LINK-S	1	\$133.90	\$133.90

FOR THE PERIOD OF 10/01/2016-12/31/2016

Subtotal	\$29,597.78
Tax	\$0.00
Total	\$29,597.78

*Please note invoice and account number on your
check to ensure accurate payment application.*
THANK YOU!



THOMSON REUTERS™

For Internal Use Only

0018967

10/15/2016

MAN14710QTR

Maintenance and Support Schedule
and/or Note Schedule

ACCT# 4308100

FORT BEND COUNTY CLERK
301 JACKSON

ATTN: PURCHASING DEPT
RICHMOND TX 77469

THIS IS NOT AN INVOICE!

OCT-SEPT

1.00	MQ	QUARTERLY MAINTENANCE & SUPPORT	0.00	\$0.00
1.00	PER	THE PERIOD 10/01/16-12/31/17 FOR	0.00	\$0.00
1.00	CON	CONTRACT #TX110311FBC FOR	0.00	\$0.00
1.00	AUM-RECORDER-S	A2 Recorder System Spt	9,285.44	\$9,285.44
1.00	AUM-ERECORDING-S	eRecording Support	4,763.49	\$4,763.49
1.00	AUM-PUBLIC ACCESS-S	Public Access Spt	4,975.94	\$4,975.94
1.00	AUM-VITALS-S	Vital Records Spt	691.83	\$691.83
1.00	AI INDEX-S	Automated Indexing System Spt	4,865.83	\$4,865.83
1.00	AUM-REDACTION-S	A2 Automated Redaction System Spt	0.00	\$0.00
1.00	NETMINUTES-S	NetMinutes SW Spt	2,194.52	\$2,194.52
1.00	AGENDA LINK-S	AgendaQuick Link SW Spt *INCLUDED*	0.00	\$0.00
1.00	VERITY-S	Verity Lic SW Spt *INCLUDED*	0.00	\$0.00
1.00	JAVA VIEWER-S	ViewOne Sys Spt (2)	243.00	\$243.00
1.00	PRINT ACCELERATOR-S	Print Accelerator Spt (2)	137.75	\$137.75
1.00	LEAD TOOLS-S	Lead Tools SW Spt (55) *INCLUDED*	0.00	\$0.00
1.00	PIXTOOL-S	Pix Tools Software Spt (26) *INCLUDED*	0.00	\$0.00
1.00	AUM-MARRIAGE-S	Marriage Lic SW Spt	922.43	\$922.43
1.00	SLA-4	Service Level 4 Support	1,383.65	\$1,383.65
1.00	CON	CONTRACT #TX072413FBC for	0.00	\$0.00
1.00	AGENDA LINK-S	AgendaQuick Link SW Spt-Archival Module	133.90	\$133.90

Subtotal	\$29,597.78
Tax	\$0.00
Total	\$29,597.78



THOMSON REUTERS™

AMENDMENT 1

October 28, 2016

Ms. Laura Richard
County Clerk
Fort Bend County
301 Jackson Street
Richmond, TX 77469

RE: Amendment 1 to Statement of Work TX061714FBC

Dear Ms. Richard:

Thank you for giving Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") the opportunity to offer this amendment for assisting the County with this project. Attached is a description of the changes in this amendment, with pricing and space for an authorized signature. This amendment is an addendum to Statement of Work TX061714FBC and the "Records Management Master Agreement" dated October 9, 2007 between the County and TRTA Gov. Except as modified herein, all the terms and conditions of those agreements pertain.

The pricing and scope contained in this amendment are valid for 30 calendar days from the date shown above. Work scheduling will commence upon receipt of an executed copy of this amendment signed by yourself or a duly authorized representative of the County. A summary of this amendment is as follows.

Summary:

The County would like to have an additional volume scanned from film that was not included in the original statement of work.

Price:

The estimated total price of this additional work is \$695.00.

Sincerely,

John Rickerby

John Rickerby
Sales Executive

The following describes this amendment in more detail.

DETAILED DESCRIPTION

The County would like to have an additional volume, Volume 1183, scanned from film that was not included in the original statement of work. The film roll contains three volumes, but the County needs only one, Volume 1183. TRTA Gov has to scan the whole roll, and then will isolate the one volume and perform the rest of the services on it.

STAGE 1 – CAPTURE

- **Rollfilm Scanning** – Microfilm contains 256 shades of gray. All of the microfilm images will be scanned at 300 dpi in 256 shades of gray and saved in industry-standard JPEG format with 85% quality compression. JPEG images are sequentially numbered by a zero-filled eight-digit number and stored in folders by document type and book number.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300 dpi single-page black and white TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero-filled eight-digit number and stored in folders named by the document type and book number.
- **Automatic Image Enhancement** – Each TIFF image will be automatically deskewed, and solid black borders will be removed for optimum file compression. Despeckle is not performed on scanned images to preserve punctuation.
- **USB Hard Drives** – All single-page JPEG and TIFF images will be copied to an external USB hard drive and will be stored at TRTA Gov for off-site back-up.

STAGE 2 – INSPECT, CROP, GROUP, INDEX AND VERIFY

- **Inspect and Report Quality** – Each image will be visually inspected as a 12" wide and 16" high image on 20" portrait monitors at full size and checked for sequential order, missing pages, duplicate pages, "A" pages, retakes and image quality. Particular attention will be given to the party names, legal description, book/page number, document number, time/date stamps and signatures during this process. If any part of the image is considered illegible, it will be added to the poor quality image report. The poor quality issues that will be identified on the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page and retake.
- **Excess Border Removal** – Due to certain Aperture camera copy boards, page sizes, scratches on film and film formats, the automatic crop included in Stage 1 may leave large white borders, black borders, black lines and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of the County's system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Pass Group and Index** – TRTA Gov will manually group individual pages together for each document and index the book/page number, document number, date recorded and document type values. Grouping and manual indexing is done in a single pass, and the accuracy rate will be approximately 98.5%.
- **Double Pass Document Indexing and Verification** – To increase accuracy, TRTA Gov will repeat the document grouping and manual indexing a second time by a second set of operators to create a second database that can be compared against the first database. Any mismatches between the two databases will be sent to a third set of operators, who will inspect the images and both indexes and make necessary corrections. This will increase the grouping and indexing accuracy rate to approximately 99.95%.
- **USB Hard Drives** – All grouping TIFF images will be copied to an external USB hard drive and will be stored at TRTA Gov for off-site back-up.

STAGE 3 – ENHANCE, RE-SCAN AND FORMAT

- **Image Enhancement** – TRTA Gov has the ability to adjust the black and white contrast of poor quality TIFF images from the 256 shades of gray contained within the JPEG images. TRTA Gov will only enhance County-approved images on the poor quality image report. TRTA Gov can adjust the contrast of the entire page or of any specific area on a page to provide the most legible images possible
- **Formatting** – TRTA Gov will format the images and indexes for the Aumentum Recorder system.
- **USB Hard Drives** – All formatted TIFF images will be copied to an external USB hard drive and will be stored at TRTA Gov for off-site back-up.
- **FTP Images and Indexes** – TRTA Gov will FTP grouped images and completed indexes and remotely import them into the County's Aumentum Recorder Production system.
- **Rollfilm Return** – TRTA Gov will return the rollfilm directly to the County.

DATA LOAD

The County will load the images into Aumentum Recorder themselves using the Advanced Backfile module in Aumentum Recorder.

COUNTY REQUIREMENTS

- **Shipping** – The County will ship the rollfilm to TRTA Gov using the provided pelican case and pre-paid shipping label(s). The rollfilm will be secured within the pelican case using bubble wrap.
- **Hardware** – The County will allocate sufficient hard drive storage to import the TIFF images into the Aumentum Recorder system.

PROJECT SCOPE/VOLUME ASSURANCE

In the case that TRTA Gov processes a number of images and TRTA Gov identifies a remaining volume of images to be processed that equals a total number of images greater than 5% of the original estimate, TRTA Gov will recognize a "Red Light" project status, signalling a stop in processing. TRTA Gov will estimate the new total number of images to be processed and will contact the County to communicate the updated estimate. TRTA Gov will produce an addendum to reflect the increases/changes from the original estimate(s) for this project, the updated pricing, and the impact the increase/changes will have on the project, including billing and delivery dates. Upon County acceptance and sign-off of the addendum, TRTA Gov will recognize "Green Light" project status and proceed with the project.

NOTICE

TRTA Gov reserves the right to subcontract work as it deems necessary to perform the services detailed in this amendment. TRTA Gov shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

PRICING

TRTA Gov will provide the services described in this statement of work for the following prices. Pricing is per item, and the estimates are based on initial understanding of scope. The number of items provided is only an estimate. Billing will be for the actual number of items processed and delivered during the project.

STAGE 1 – SCANNING OF ONE ENTIRE ROLL

Item	Estimated Quantity	Unit Price	Estimated Total Price
Round trip shipping of empty case to the County and full case to TRTA Gov	1 shipment	\$45.00	\$45.00
Scanning rollfilm at 300 dpi	3,000 images	\$0.015	\$45.00
Converting JPEG to TIFF	3,000 images	\$0.015	\$45.00
USB hard drive (back-up)	1 drive	\$235.00	\$235.00
Total			\$370.00

STAGE 2 – VOLUME 1183 ONLY

Item	Estimated Quantity	Unit Price	Estimated Total Price
Removal of excess borders	1,000 images	\$0.03	\$30.00
Inspect and report quality	1,000 images	\$0.03	\$30.00
Single inspection and reporting quality	1,000 images	\$0.08	\$80.00
Double grouping and indexing	1,000 images	\$0.08	\$80.00
USB hard drive (back-up)	0 drives (included in Stage 1)	\$235.00	\$0.00
Total			\$220.00

STAGE 3 – VOLUME 1183 ONLY

Item	Estimated Quantity	Unit Price	Estimated Total Price
Enhancement and replacement of poor quality images	150 images	\$0.40	\$60.00
USB hard drive (back-up)	0 drives (included in Stage 1)	\$235.00	\$0.00
Round trip shipping of full case to the County and empty case to TRTA Gov	1 shipment	\$45.00	\$45.00
Total			\$105.00

ESTIMATED TOTAL PROJECT PRICE

Item	Estimated Total Price
Stage 1	\$370.00
Stage 2	\$220.00
Stage 3	\$105.00
Estimated Total Project Price	\$695.00

Amendment 1 to SOW TX061714FBC

BILLING AND PAYMENT TERMS

The County will be billed for the actual number of items after the completion of the project. All TRTA Gov invoices are due within 30 days of receipt.

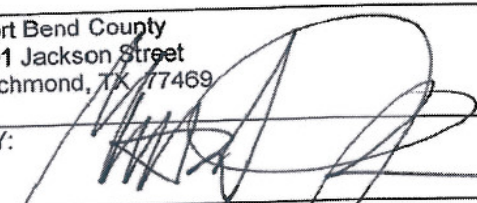
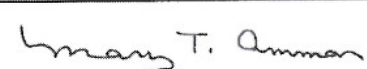
AGREEMENT TO THIS AMENDMENT

Execution of this amendment will confirm the County's request for the changes outlined within this document. This amendment will serve as an addendum to Statement of Work TX061714FBC and the "Records Management Master Agreement" dated October 9, 2007 between the County and TRTA Gov. Except as modified herein, all the terms and conditions of those agreements will remain in full force and effect.

The estimated total price of the additional work detailed in this amendment is \$695.00.

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this amendment is to be handled through TRTA Gov's change management process.

This agreement is not effective until executed by both parties.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY: 
PRINTED NAME: Albert Jalano	PRINTED NAME: Mary T. Ammar
TITLE: Purchasing Agent	TITLE: Senior Contract Administrator
DATE: 11-3-16	DATE: November 29, 2016

ATTACHMENT 1 – ACCEPTANCE FORM 1

FINAL PROJECT ACCEPTANCE FORM (BILLING ACCEPTANCE FORM)

Purpose

The purpose of this acceptance form is for the County to provide final project acceptance and accept billing.

Outputs

TRTA Gov has completed all the professional services detailed in this amendment.

These items were completed on the following date: _____.

Billing

Item	Description	Actual Quantity	Unit Price	Actual Total Price
Stage 1	Round trip shipping of case	_____ shipment	\$45.00	
	Scanning rollfilm at 300 dpi	_____ images	\$0.015	
	Converting JPEG to TIFF	_____ images	\$0.015	
	USB hard drive (back-up)	_____ drive	\$235.00	
Stage 2	Removal of excess borders	_____ images	\$0.03	
	Inspect and report quality	_____ images	\$0.03	
	Single inspection and reporting quality	_____ images	\$0.08	
	Double grouping and indexing	_____ images	\$0.08	
Stage 3	Enhancement and replacement of poor quality images	_____ images	\$0.40	
	Round trip shipping of case	_____ shipment	\$45.00	
Total Actual Project Price				

Signatures

By signing this acceptance form, the County and TRTA Gov agree that the project detailed in this amendment is complete. The County agrees to be billed for the total actual project price shown above. The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for any billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

RENEWAL TO HIPA PLUS HOSTING AGREEMENT

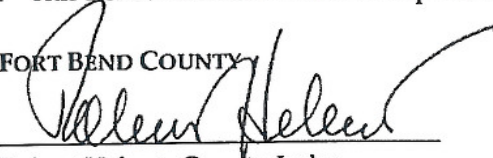
THIS RENEWAL is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Manatron, Inc., a Thomson Reuters Business, ("Manatron"), a company authorized to conduct business in the State of Texas.

WHEREAS, County and Manatron previously executed a Master Agreement, Amendment 1 to the Subscription Agreement, and Amendment 2 the Subscription Agreement (attached hereto as "Exhibit A" and collectively referred to as the "Agreement"). County and Manatron now desire to renew the Agreement, subject to the Statement of Work attached hereto as "Exhibit B".

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Manatron are hereby renewed amended as follows:

1. County shall renew the Agreement, subject to the terms set forth in Exhibit B, the Statement of Work.
2. Payment shall be made by County within thirty (30) days of receipt of invoice. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
3. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Renewal, County shall notify all necessary parties that the Renewal shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.
4. The Agreement remains in full force and effect. If there is a conflict between this Renewal and the Agreement, the provisions of this Renewal shall prevail.
5. This Renewal shall be effective upon execution by the County.

FORT BEND COUNTY

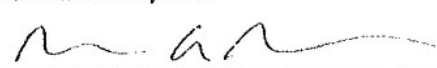

Robert Hebert, County Judge

May 10, 2016
Date

ATTEST:


Laura Richard, County Clerk

MANATRON, INC.


Authorized Agent – Signature

Brian Wilson
Authorized Agent- Printed Name

Vice President, Finance
Title

May 3, 2016
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$130,722⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

STATEMENT OF WORK TX020416FBC

FORT BEND COUNTY, TEXAS

HIPA PLUS HOSTING RENEWAL

Version 1.1

February 10, 2016

Prepared by: John Rickerby

Manatron, Inc. – A Thomson Reuters Business



Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government

Records Management Division

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Austin, Texas 78758

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Thomson Reuters Tax & Accounting, Government

Corporate Headquarters

510 East Milham Avenue

Portage, Michigan 49002

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PROJECT SUMMARY

Project:	Fort Bend County, Texas HIPA Plus hosting services for transactional replication of production Aumentum Recorder and AgendaQuick servers, hosting of Aumentum Recorder and AgendaQuick Internet Public Access with eCommerce, and eRecording submissions.
Project Site:	Fort Bend County 301 Jackson Street Richmond, Texas 77469
County Contact:	Laura Richard, County Clerk (281) 341-8686
Term of Renewal:	January 1, 2016 – December 31, 2018
Scope:	This project is a renewal for the replication of the current Aumentum Recorder and AgendaQuick software and production versions of Aumentum Public Access, AgendaQuick Public Access, and eRecording.
Technology:	Hardware - The County will provide all local production hardware and infrastructure. TRTA Gov will provide all data center replication and web server hardware and infrastructure. Software - Any software deliverables from TRTA Gov are listed in this Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to TRTA Gov's change management process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Fort Bend County, Texas (the "County").



PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE

TRTA Gov will provide database-to-database replication of the data and images to the hosted data center. This will include replication of the current Aumentum Recorder suite of application software and the Microsoft SQL Server 2012 database and replication of AgendaQuick. The County's Internet Aumentum Recorder Public Access with eCommerce module, AgendaQuick Internet Public Access and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Aumentum Recorder and AgendaQuick production servers located in the County.

Item	Description	Number of Users	Comments
Aumentum Recorder Application Software	No changes to current Aumentum Recorder functionality	N/A	Replicated to data center
AgendaQuick Application Software	No changes to current AgendaQuick functionality	N/A	Replicated to data center
Cold Fusion, Version 10	Required for AgendaQuick	N/A	License required for data center and production system
AgendaQuick Public Access	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server 2012 Database Software	Database software, including transactional replication functionality	N/A	Data center license provided by TRTA Gov
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County



RECOMMENDED HARDWARE

TRTA Gov will provide all data center server hardware, software and infrastructure required for replicating the County's Aumentum Recorder system, AgendaQuick, and hosting Internet Public Access and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Aumentum Recorder and AgendaQuick. The County will provide the network and bandwidth.

Item	Description	Quantity	Comments
Data center servers and infrastructure	Aumentum Recorder application/ database/image replication server and AgendaQuick server and production web server for Internet Public Access and eRecording	1	TRTA Gov will provide
Local production server and infrastructure	Aumentum product server, AgendaQuick server and back-up web server for Internet Public Access and eRecording	1	County will provide

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this renewal is to provide full off-site transactional replication of the County's Aumentum Recorder and AgendaQuick software, indexes, and images at TRTA Gov's data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County's local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Aumentum Recorder replication, the data center will host County's Internet Public Access and eRecording modules to manage Internet researcher inquiries of County indexes and images stored in Aumentum Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County's site.

ASSUMPTIONS AND CONSTRAINTS

- A 36-month commitment is required for service for TRTA Gov applications. If the County decides to terminate the service at any point prior to the end of the 36-month commitment, the County will be responsible for the fees for the TRTA Gov applications for the balance of the commitment.
- TRTA Gov will replicate the existing indexes, images, Aumentum Recorder software, and Microsoft SQL Server database to the remote data center configuration. The County's current Aumentum Recorder release level and configuration will not be changed.



- TRTA Gov will replicate the existing AgendaQuick data, images, and software to the remote data center and configure for disaster recovery. Public users will access AgendaQuick documents via the remote data center just like Aumentum public users. The County's current AgendaQuick release level and configuration will not be changed. Version 10 of the production and data center Cold Fusion licenses will continue to be used. If the County chooses to upgrade to a newer version, an addendum to this SOW will be required, and the County will be charged an additional fee.
- Public Access for Aumentum Recorder and AgendaQuick will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Aumentum Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow ecommerce Public Access purchases, eRecording processing, and any other standard County Clerk business transaction. When the production server is back online, TRTA Gov will coordinate through County IT to update the production server.
- The County will be provided with 2TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
- The term "real-time replication" can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
- Data replication can be impacted by the telecommunication provided between the County and the data center.
- The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
- TRTA Gov will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. This will include both database and images for the TRTA Gov AgendaQuick applications. If the County requests that TRTA Gov Technical Services restore the delivered backup data and images on the local server, then a separate billable work order would be created based on the time and materials required to support the event.
- Data and images housed in the Aumentum Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 tiff. All data and images hosted in the data center are the property of the Fort Bend County Clerk.
- The County will be responsible for providing all Aumentum Recorder production system hardware, infrastructure and environmental space, power requirements, and access by TRTA Gov for installation testing to the data center and operation.
- The County will provide the SSL Certificate for use with eCommerce and eRecording.
- High-speed remote access to application and database server(s) must be provided to the TRTA Gov project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between TRTA Gov and the County in advance by the respective project managers.
- The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
- All documentation provided by TRTA Gov is provided "as-is."
- TRTA Gov recommends running 100mbps Ethernet connections to the desktop.



- Future technology refreshes for the County have not been included in the scope of this SOW. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

DEFINITION OF SEVERITY LEVELS

TRTA Gov shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and TRTA Gov's responses are detailed in the Records Management Master Agreement dated October 9, 2007 between the County and TRTA Gov.

IMPLEMENTATION DELIVERABLES

Hardware and Software Deliverables

Any hardware and software deliverables are listed at the beginning of this SOW.

Remote Data Center Deliverables

Remote Data Center deliverables are described in "Attachment 2 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this SOW. The County will be provided with 2 TB of data storage which should be sufficient based on current estimates. TRTA Gov will be responsible for system set-up, configuration, and establishing communication with the County's network.

COUNTY RESPONSIBILITIES

Access

The County will provide a secure connection for remote access to facilitate TRTA Gov's support of the system. This can be accomplished via VPN connection for TRTA Gov personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

Network Administration and Operating System Security

The County shall provide trained personnel to administer its network and manage its domain, including security access.



PRICES

The following outlines the HIPA Plus hosting services proposed.

TRTA GOV HIPA PLUS HOSTING SERVICES	TOTAL PRICE
HIPA Plus Hosting Services: • HIPA Plus transactional data replication of Aumentum Recorder and AgendaQuick production server to the Indianapolis data center • HIPA Plus Hosted Internet Public Access with eCommerce and eRecording • County to provide SSL certificate for eCommerce and eRecording • 2TB of storage Includes all Aumentum Recorder and AgendaQuick server and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability. Recurring TRTA Gov applications monthly fee for 36 months (January 1, 2016 – December 31, 2018): \$3,632.00 per month, or \$43,584.00 per year	\$130,752.00



ATTACHMENT 1 – AGREEMENT TO STATEMENT OF WORK

STATEMENT OF WORK AGREED AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the services described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's change management process.

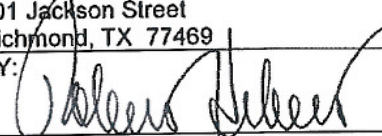
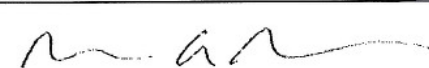
This Statement of Work will confirm all requests for services as outlined and at the price indicated. This SOW will be an addendum to the "Records Management Master Agreement" dated October 9, 2007 between the County and TRTA Gov. All the terms and conditions of that agreement will pertain.

BILLING FOR HIPA PLUS

Monthly billing of \$3,632.00 for HIPA Plus will begin as of January 1, 2016.

HIPA Plus hosting fees are \$3,632.00 per month for 36 months (January 1, 2016 – December 31, 2018). The total fee for the full 36 months is \$130,752.00.

SIGNATURES

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY: 
PRINTED NAME: Robert Hebert	PRINTED NAME: Brian Wilson
TITLE: County Judge	TITLE: Vice President, Finance
DATE: May 10, 2016	DATE: May 3, 2016

This agreement is not effective until executed by both parties.



ATTACHMENT 2 – MANAGED SERVICES HOSTING AGREEMENT

An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of TRTA Gov's control that will temporarily affect the database replication. TRTA Gov will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the TRTA Gov applications. If the County decides to terminate the service, the County will be responsible for data center charges through the TRTA Gov application's thirty-six-month commitment. TRTA Gov reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability, and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay TRTA Gov at the current published rates for reasonable remedial services resulting from the County's actions.

TRTA Gov will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+ 1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

INFRASTRUCTURE AVAILABILITY

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that TRTA Gov fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing TRTA Gov with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.



INCIDENT MANAGEMENT AVAILABILITY MATRIX

Infrastructure Availability Percentage	Credit Percentage
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%



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LETTER OF AUTHORIZATION

April 20, 2015

Ms. Laura Richard, County Clerk
Fort Bend County
301 Jackson Street
Richmond, TX 77469

Dear Ms. Richard:

This Letter of Authorization ("LOA") will confirm Fort Bend County's request for the following professional services at the price indicated. This will be an addendum to the Master Agreement dated October 9, 2007 between Fort Bend County (the "County") and Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Quantity	Description	Unit Price	Total Price
10 Hours	Development services to support migration of NEWAI Windows 2003 server to a new Windows 2012 server.	\$173.00	\$1,730.00

Fort Bend County currently has three servers running Windows 2003 that it would like to retire after migrating to Windows 2012. They are NEWAI (172.16.4.158), FBCERECORD (172.16.4.69) and FBCCWEB (172.16.4.10). In reviewing each server TRTA Gov has observed:

- RBCERECORD has not been used since 9/7/2012. The eRecording software formally run on this server is now hosted by TRTA Gov. It also contains a ComCourtPDF file share from 2013. Diane Shepard confirmed on 3/19/2015 that ComCourtPDF is no longer needed. This server does not need to be migrated and can be retired.
- FBCCWEB is no longer running the Public Access software. The external version is now hosted by TRTA Gov and the internal version is now on FBCGRM. This server does not need to be migrated and can be retired.
- NEWAI is currently used to run the aiIndex software. This server will need to be migrated to the new Windows 2012 server. The professional services proposed are for TRTA Gov Development to support Fort Bend County IT in this move. All services will be provided remotely.

For the new NEWAI server, Fort Bend County IT will be responsible for installing the OS and Web server role as described in the document included as Attachment 2. Fort Bend County IT should also run Microsoft updates. The new server should also have the same number of CPU's and amounts of memory and disc as the existing server.

TRTA Gov will invoice all professional service fees upon completion of such services. Any additional fees are due upon delivery at the actual expense. All invoices are due within 30 days of receipt.

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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 1 of 14



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TOTAL ONE-TIME FEES

\$1,730.00

TOTAL ONGOING FEES

N/A

Approval of this letter of authorization will allow TRTA Gov to provide the services described herein. Upon approval and signing, please return this letter to TRTA Gov via **one** of the following methods:

- Email a scanned image of the signed LOA to mary.ammar@thomsonreuters.com;
- Fax a signed copy to the attention of Mary Ammar at (269) 567-2930; **or**
- Return a signed copy to Manatron, Inc. – a Thomson Reuters Business, Contract Administration, 510 East Milham Avenue, Portage, MI 49002.

If you have any questions, please feel free to contact Contract Administration at TRTA Gov's corporate office at (269) 388-2604.

ACCEPTANCE

Accepted: TRTA Gov

Accepted: Fort Bend County, Texas

By:

Mary T. Ammar

By:

Robert Wilson

Title: Senior Contract Administrator

Title:

Fort Bend County Judge

Date: May 27, 2015

Date:

June 2, 2015

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ATTACHMENT 1 – ACCEPTANCE FORM

Purpose

The purpose of this acceptance form is for the County to acknowledge completion of the TRTA Gov professional services required to support migration of NEWAI to the new Windows 2012 server.

Outputs

- Fort Bend County IT and TRTA Gov have completed migration of NEWAI to the new Windows 2012 server;
- Testing has been completed, and NEWAI on Windows 2012 is ready for use by Fort Bend County.

These items were completed on _____.

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this Letter of Authorization and the Master Agreement dated October 9, 2007 between the County and TRTA Gov, Fort Bend County will be billed \$1,730.00 upon signing this acceptance. It is agreed that this project is complete and the NEWAI is ready for use by Fort Bend County.

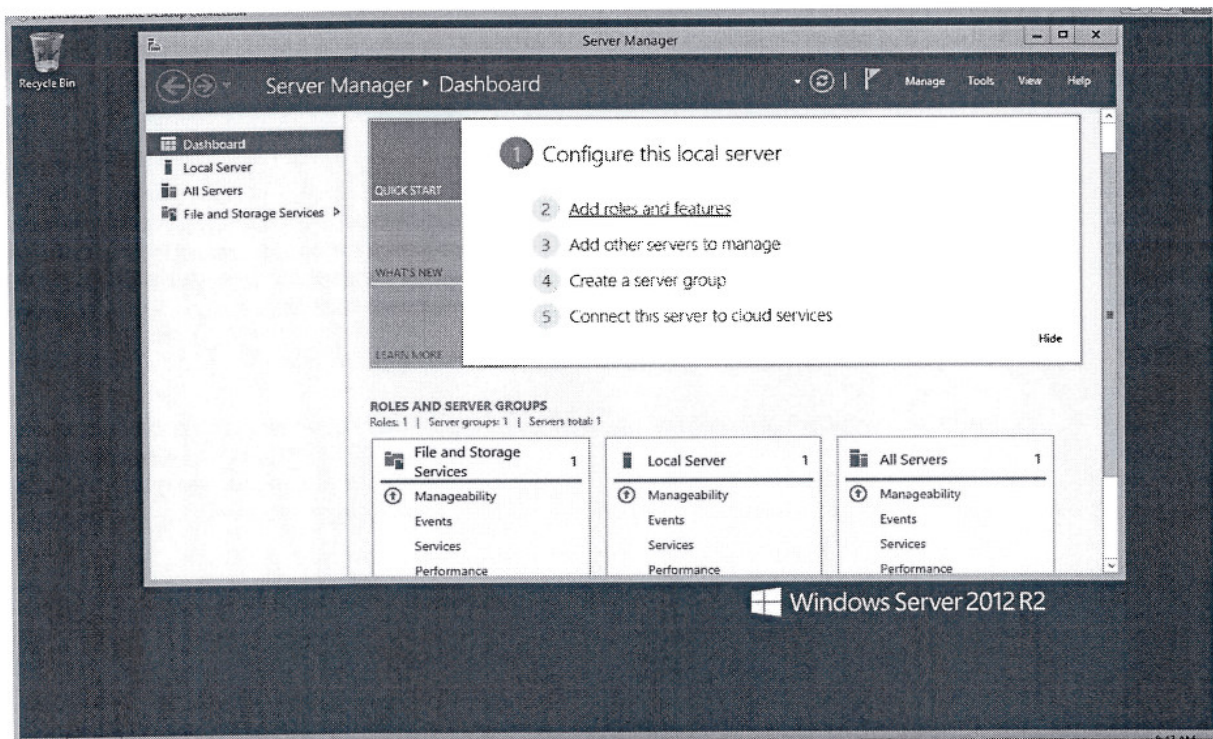
Fort Bend County Clerk 301 Jackson Street Richmond, TX 77469	TRTA Gov 510 East Milham Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

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ATTACHMENT 2 – WINDOWS 2012 R2, IIS SETUP



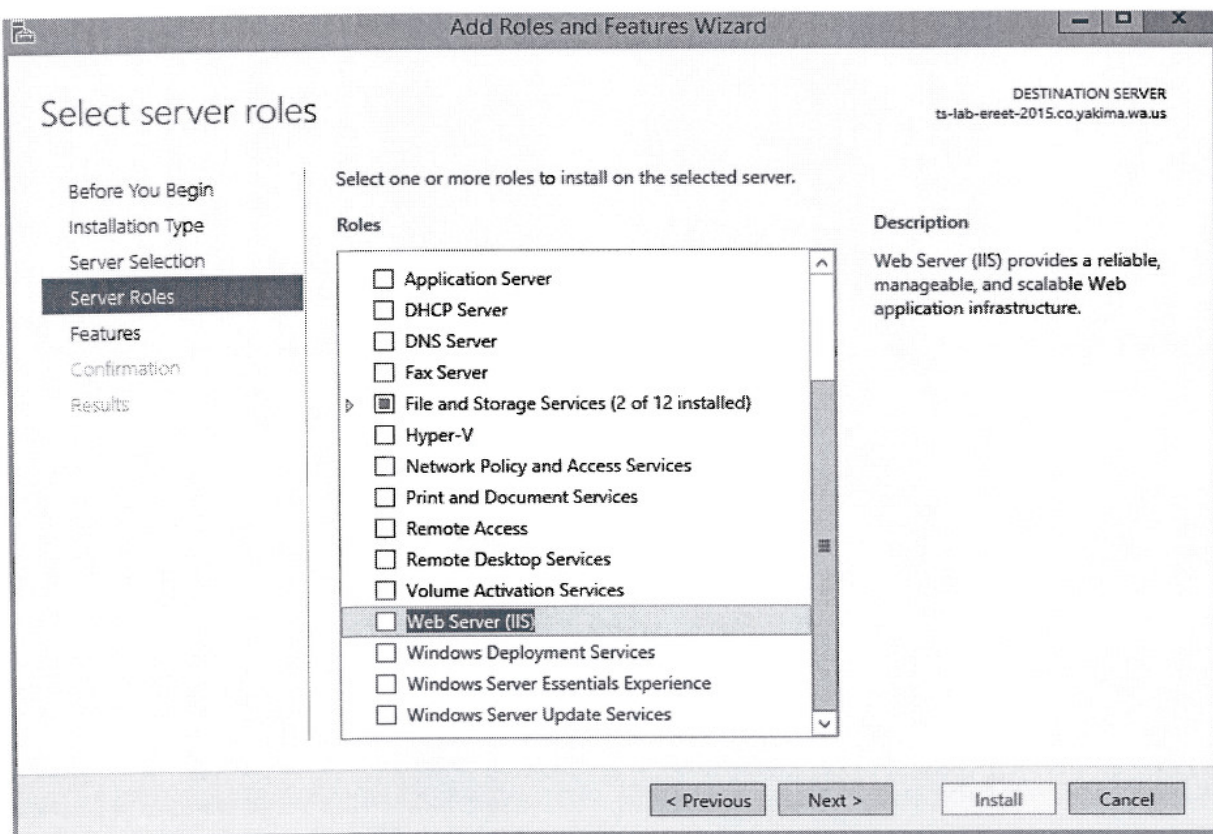
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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 4 of 14



On the "Server Roles" step, enable the "Web Server (IIS)" Role



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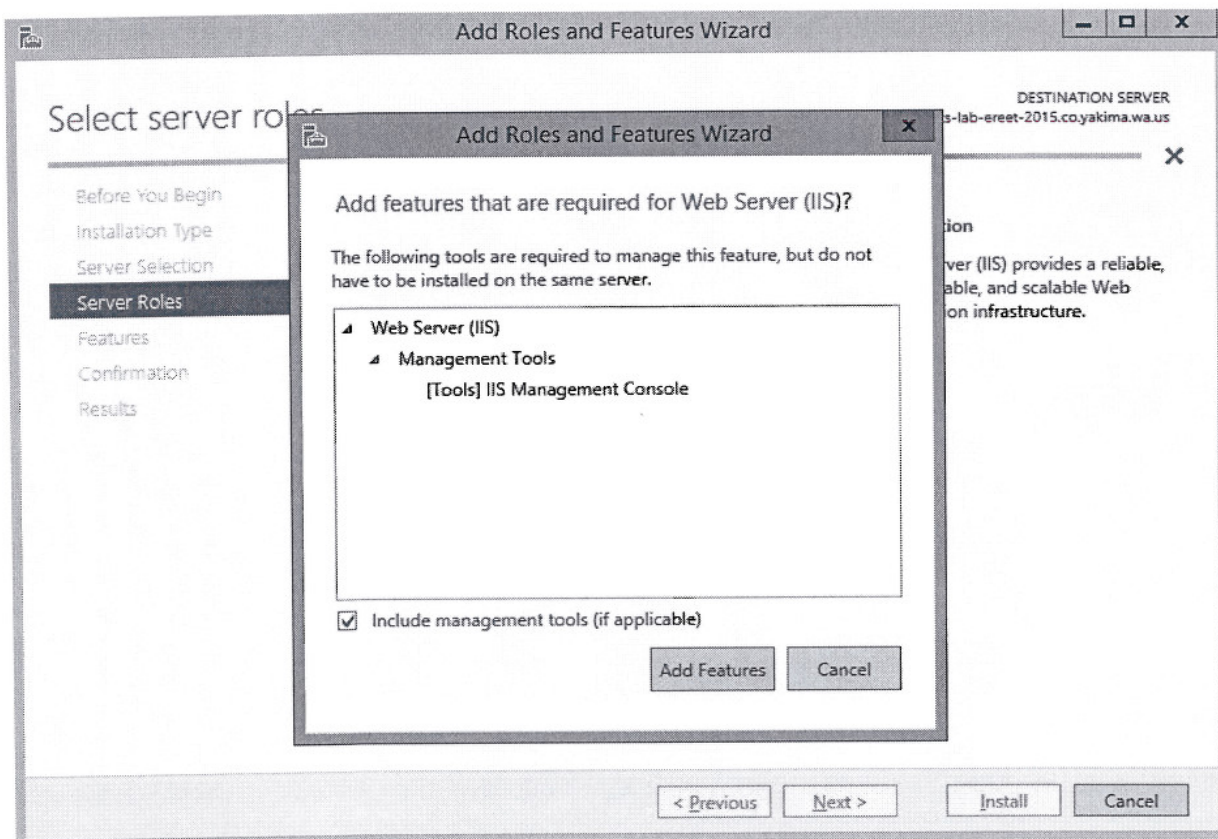
Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 5 of 14



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A dialog will appear asking to add additional features, click 'Add Features'



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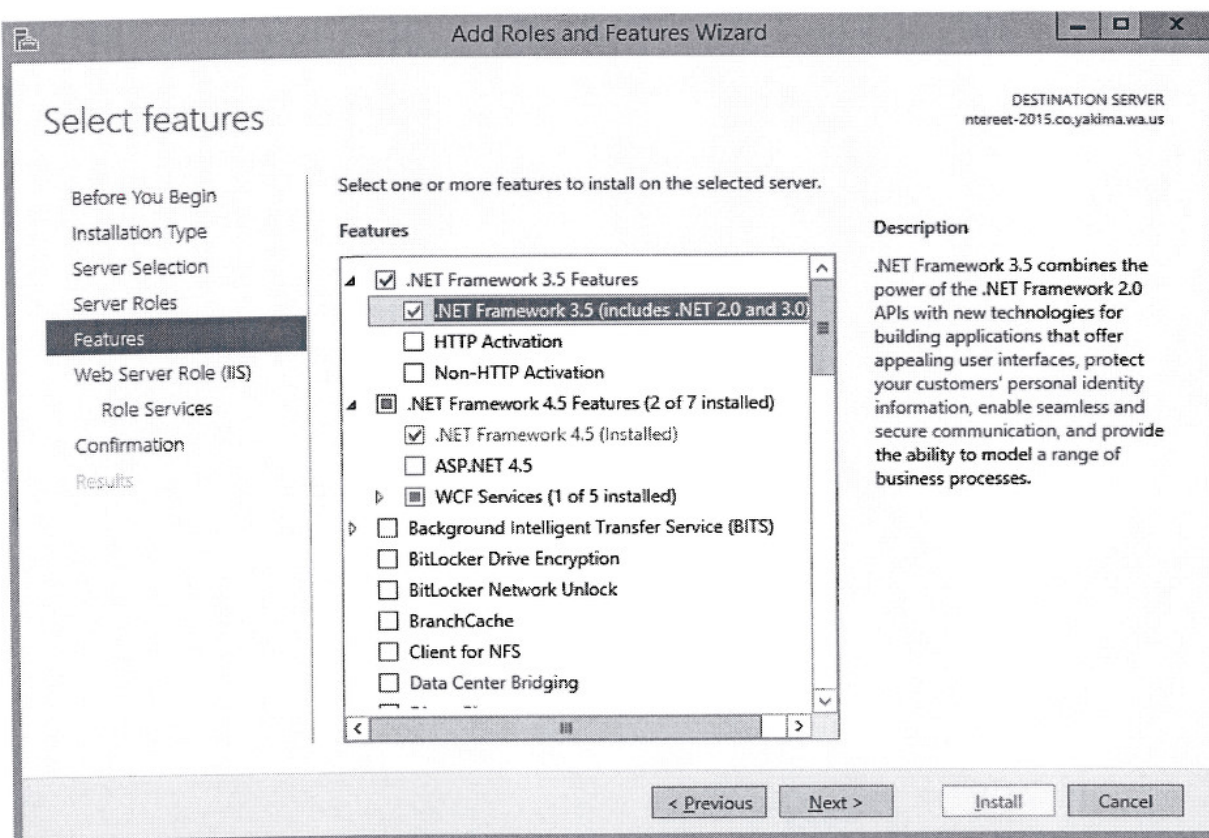
Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 6 of 14



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On the “Features” step, enable “.NET Framework 3.5” and “ASP.NET 4.5”



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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 7 of 14



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Add Roles and Features Wizard

DESTINATION SERVER
nterest-2015.co.yakima.wa.us

Select features

Before You Begin
Installation Type
Server Selection
Server Roles
Features
Web Server Role (IIS)
Role Services
Confirmation
Results

Select one or more features to install on the selected server.

Features

- ☒ .NET Framework 3.5 Features
 - ☒ .NET Framework 3.5 (includes .NET 2.0 and 3.0)
 - ☐ HTTP Activation
 - ☐ Non-HTTP Activation
- ☒ .NET Framework 4.5 Features (2 of 7 installed)
 - ☒ .NET Framework 4.5 (Installed)
 - ☒ ASP.NET 4.5
- ☒ WCF Services (1 of 5 installed)
- ☐ Background Intelligent Transfer Service (BITS)
- ☐ BitLocker Drive Encryption
- ☐ BitLocker Network Unlock
- ☐ BranchCache
- ☐ Client for NFS
- ☐ Data Center Bridging

Description

ASP.NET 4.5 provides core support for running ASP.NET 4.5 stand-alone applications as well as applications that are integrated with IIS.

< Previous Next > Install Cancel

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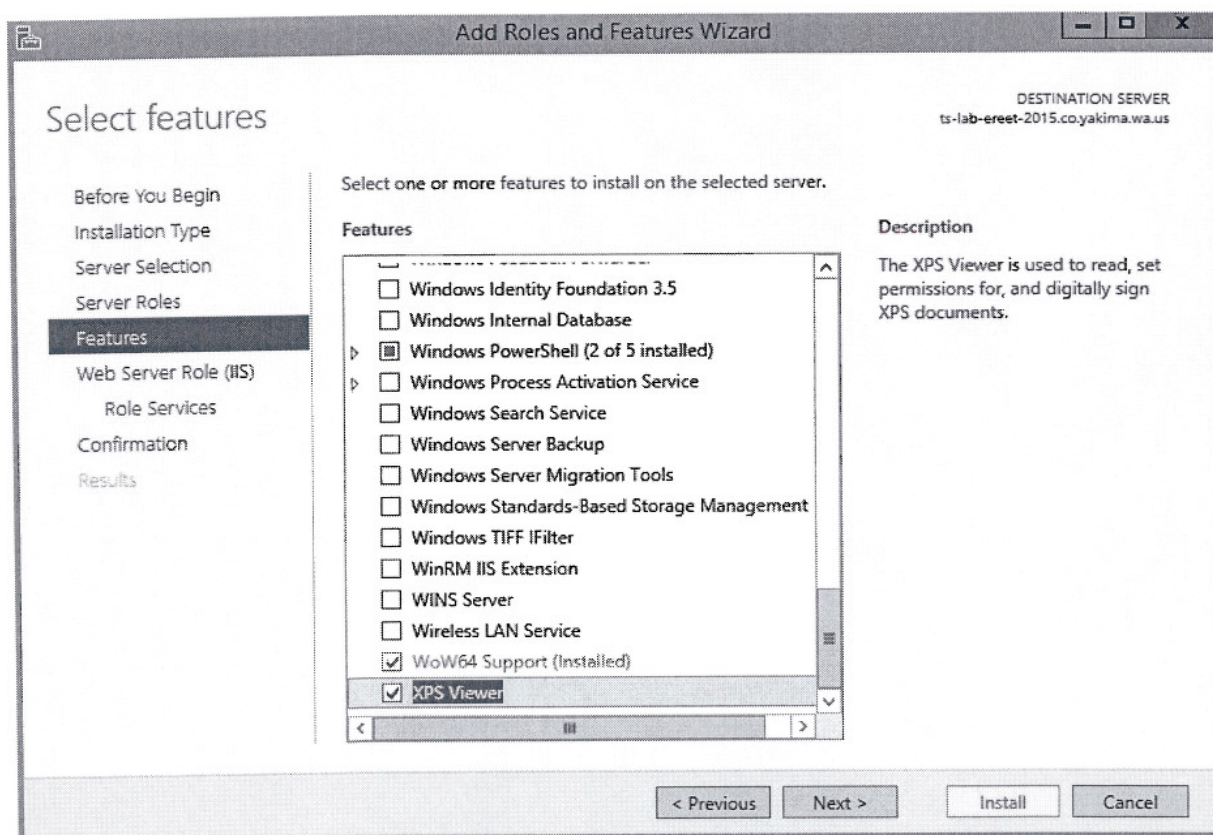
Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 8 of 14



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Enable "XPS Viewer"



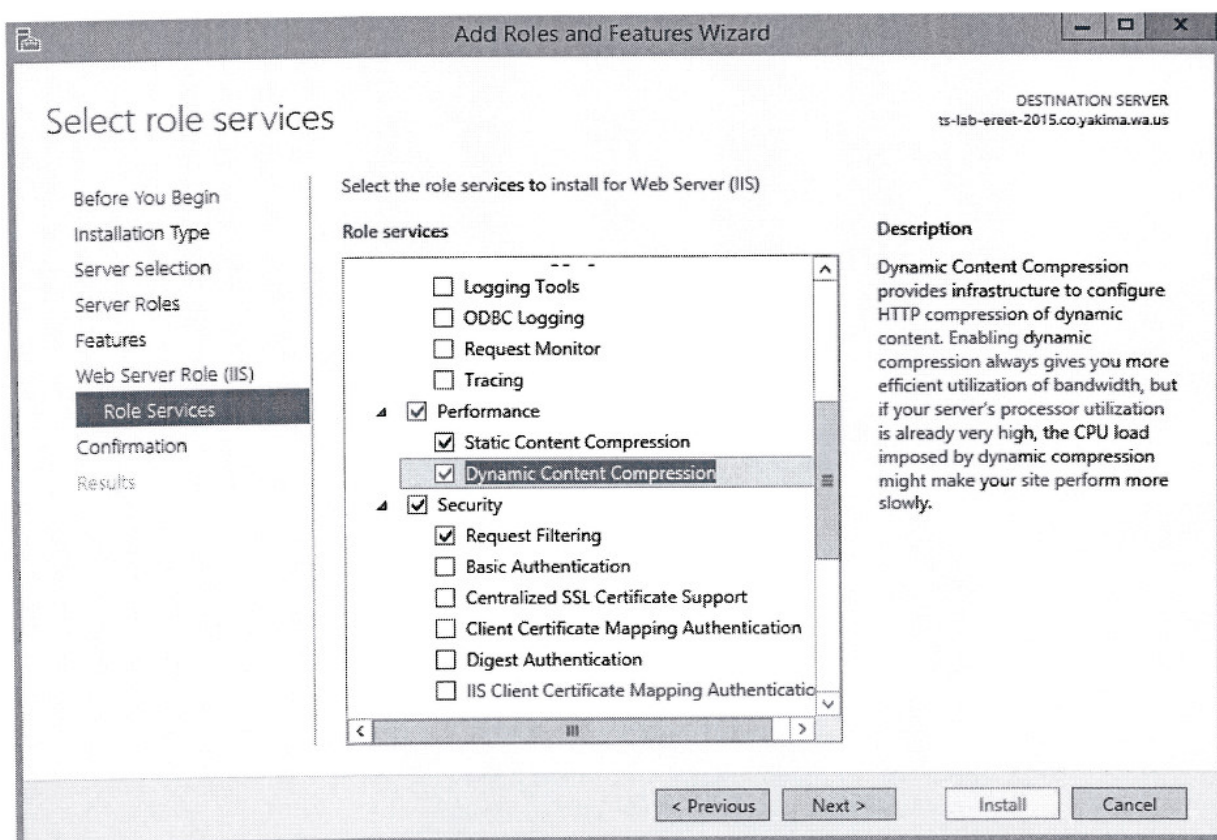
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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 9 of 14



On the "Role Services" step, enable "Dynamic Content Compression" in the "Performance" group, "ASP.NET 3.5" and "ASP.NET 4.5" in the "Application Development" group. Dialogs will appear asking to add additional features for each of the "ASP.NET" items, click 'Add Features.'



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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 10 of 14



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Add Roles and Features Wizard

Select role services

DESTINATION SERVER
ntereet-2015.co.yakima.wa.us

Before You Begin
Installation Type
Server Selection
Server Roles
Features
Web Server Role (IIS)
Role Services
Confirmation
Results

Select the role services to install for Web Server (IIS)

Role services

- ☐ Windows Authentication
- ☒ Application Development
 - ☐ .NET Extensibility 3.5
 - ☐ .NET Extensibility 4.5
 - ☐ Application Initialization
 - ☐ ASP
 - ☒ ASP.NET 3.5
 - ☐ ASP.NET 4.5
 - ☐ CGI
 - ☐ ISAPI Extensions
 - ☐ ISAPI Filters
 - ☐ Server Side Includes
 - ☐ WebSocket Protocol
- ☒ FTP Server
 - ☐ FTD Camera

Description

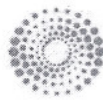
ASP.NET provides a server side object oriented programming environment for building Web sites and Web applications using managed code. ASP.NET is not simply a new version of ASP. Having been entirely re-architected to provide a highly productive programming experience based on the .NET Framework, ASP.NET provides a robust infrastructure for building web applications.

< Previous Next > Install Cancel

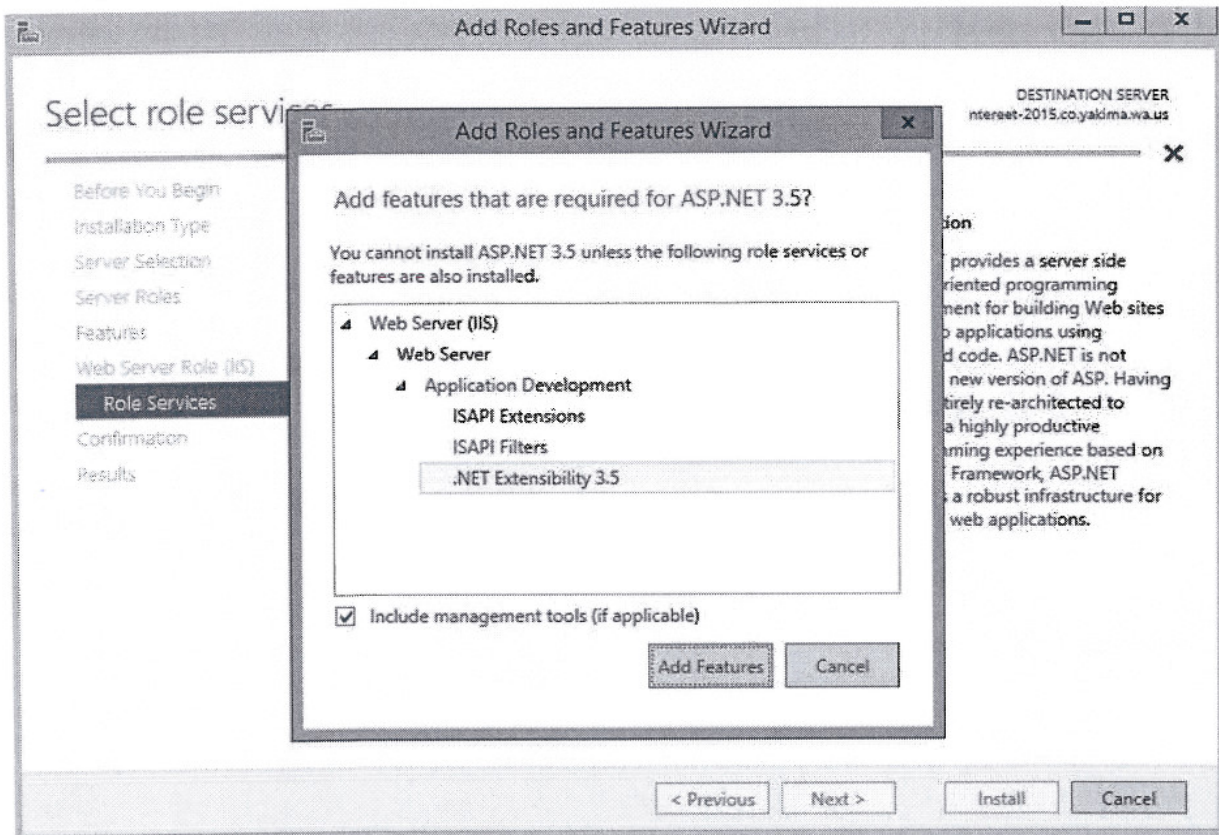
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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 11 of 14



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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 12 of 14



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Add Roles and Features Wizard

DESTINATION SERVER
ntereet-2015.co.yakima.wa.us

Select role services

Before You Begin
Installation Type
Server Selection
Server Roles
Features
Web Server Role (IIS)
Role Services
Confirmation
Results

Select the role services to install for Web Server (IIS)

Role services

- ☐ Windows Authentication
- ☒ Application Development
 - ☒ .NET Extensibility 3.5
 - ☐ .NET Extensibility 4.5
 - ☐ Application Initialization
 - ☐ ASP
 - ☒ ASP.NET 3.5
 - ☐ **ASP.NET 4.5**
 - ☐ CGI
 - ☒ ISAPI Extensions
 - ☒ ISAPI Filters
 - ☐ Server Side Includes
 - ☐ WebSocket Protocol
- ☒ FTP Server
 - ☐ FTD Service

Description

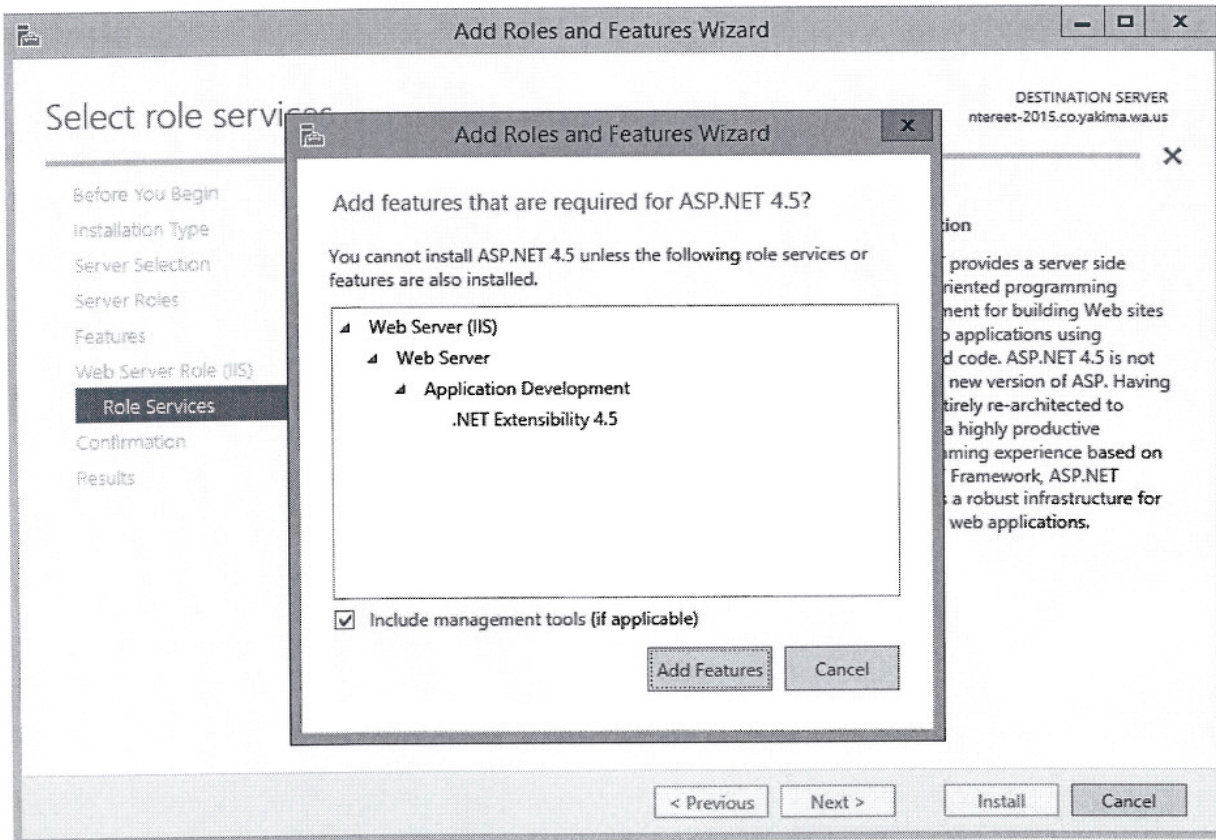
ASP.NET provides a server side object oriented programming environment for building Web sites and Web applications using managed code. ASP.NET 4.5 is not simply a new version of ASP. Having been entirely re-architected to provide a highly productive programming experience based on the .NET Framework, ASP.NET provides a robust infrastructure for building web applications.

< Previous Next > Install Cancel

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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 13 of 14



Confirm and finish the wizard.

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Letter of Authorization No. TX042015FBC
Expiration Date: June 20, 2015

Page 14 of 14

STATEMENT OF WORK TX061714FBC

FORT BEND COUNTY, TEXAS

SCANNING, STAPLING AND INDEXING

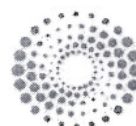
Version 1.1

June 17, 2014

Prepared by: John Rickerby

Manatron, Inc. – A Thomson Reuters Business

SOW TX061714FBC – V 1.1
Proprietary and Confidential



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Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government

Records Management Division

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Austin, Texas 78758

Tel.: 866-917-4354

Fax: 512-833-8343

Thomson Reuters Tax & Accounting, Government

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510 East Milham Avenue

Portage, Michigan 49002

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PROJECT SUMMARY

Project:	Fort Bend County, Texas Scanning, Stapling and Indexing
Project Site:	Fort Bend County 301 Jackson Street Richmond, TX 77469
County Contact(s):	Dianne Wilson, County Clerk (281) 341-8686 dianne.wilson@fortbendcountytexas.gov
Target Date of Implementation:	Project to start within 30 days of signing of contract.
Scope:	The purpose of this project is for TRTA Gov to scan assorted books and microfilm, assemble images into instruments, and index instruments as specified. Marriage records will be linked to existing Aumentum Marriage certificates. All images and indexes will be loaded into the County's Aumentum Recorder real estate database.
Technology:	Hardware - The County will be responsible for addressing storage requirements. Software (see following table for software licenses included) - The County will utilize the existing Aumentum Recorder software for accessing images and indexes. No new software is required. The software deliverables from TRTA Gov are listed in this Statement of Work. Deliverables outside the current functionality of the standard Anthem suite may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to TRTA Gov's Change Management Process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Fort Bend County, Texas (the "County").

PROJECT OVERVIEW

This Statement of Work ("SOW") defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE

This project requires no new software. All images and indexes will be loaded into the County's standard Aumentum Recorder real estate configuration.

RECOMMENDED HARDWARE

The County will provide the storage space required for the scanned images and new indexes.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this phase of the project is to implement various scanning, conversion, and data services initiatives for Fort Bend County. This Statement of Work describes the work that TRTA Gov is responsible for implementing. Upon SOW signing, a project schedule will be developed between TRTA Gov and the County.

It is noted that the County has requested that the project be completed before December, 2014. This assumes that the County will expedite approval of this SOW in order to allow shipping of the books and film for scanning by mid-July.

Book and microfilm scanning and data services for various records are to be administered as follows:

1. Planning (project plan);
2. Creation of conversion instance (for Backfile project review) within the Aumentum Recorder environment;
3. Off-site scanning services for various books and microfilm;
4. Pilot phase for professional services, including a percentage selection for all document type images included in this project;
5. Production image duplication for images containing "Multiple Instruments per Image" issue;
6. Production stapling of multi-page instruments for select volumes, as specified;
7. Production full indexing of most volumes and match and merge of Marriage Application and Notice of Intent to Marry records, as specified;
8. Production verification and editing of Spanish Land Grant images and index data;
9. Quality review;
10. Monthly batch deliveries;
11. County review and acceptance (per monthly batch);
12. Loading of records and index data into Aumentum Recorder conversion instance;
13. Moving images and index data from Aumentum Recorder Conversion to Production upon acceptance.

SCOPE STATEMENT

Fort Bend County has requested that TRTA Gov provide a Statement of Work to scan and process various volumes. Image stapling and indexing services will be provided for specific volumes, and the finished documents will be loaded into the Aumentum Recorder database for access through this software.

The following table lists the document types and volumes to be scanned, estimated page scan counts, estimated pages images after duplication and splits, and the estimated documents after image stapling. TRTA Gov is proposing to scan all books and film off-site. Although on-site scanning is an option, additional travel costs would apply. Scanning service estimates for automated image clean-up, excess border removal, Photostat reversal, manual image clean-up (re-scans), and

image duplication have been included based on standard assumptions. Prior to starting scanning, all books and film will be reviewed and reported to the County to confirm that quantities and required services are within estimated assumptions.

(Table Legend: Book – P = Post, Book – S = Sewn, Index H = Handwritten)

Volume	Source - Book, Film, County	Scan Page Count	Count After Dup's & Splits	Avg. pages per doc	Doc Count	Index, M&M or No (Index)	Comments
Labor Lien Volume 9	Book - P	579	811	2.5	325	Index	
Labor Lien Volume 13	Book - P	898	1257	2.5	503	Index	
Tax Receipt Record	Book - P	33	33	1	33	Index	
Limited Partnership Record Volume 1	Book - P	118	165	2.5	66	Index	Pages 19-39 Photostat
Limited Partnership Record Volume 2	Book - P	882	1235	2.5	494	Index	
Water Permit Record	Book - P	186	186	1	186	Index	
Water Control & Improvement Vol. 2	Book - P	358	501	2.5	200	Index	Pages 271-358 Photostat
Water Control & Improvement Vol. 3	Book - P	544	762	2.5	305	Index	all Photostat
Water Control & Improvement Vol. 4	Book - P	649	909	2.5	364	Index	Pages 1-170 Photostat
Water Control & Improvement Vol. 5	Book - P	744	1042	2.5	417	Index	
Redemption Record Volume 1	Book - S	348	348	1	348	Index	Sewn Book
Chattel Mortgage on Realty Vol. 1	Book - S	6	N/A	N/A	N/A	Index	Sewn Book
Chattel Mortgage - Personal Prop 1930's	Book - S	528	N/A	N/A	N/A	No	Store as one book - no indexing
Chattel Mortgage 1934	Book - P	700	N/A	N/A	N/A	No	Store as one book - no indexing
Chattel Mortgage 1935	Book - P	700	N/A	N/A	N/A	No	Store as one book - no indexing
Chattel Mortgage 1936	Book - P	700	N/A	N/A	N/A	No	Store as one book - no indexing
Chattel Mortgage 1937	Book - P	700	N/A	N/A	N/A	No	Store as one book - no indexing
Chattel Mortgage 1938	Book - P	900	N/A	N/A	N/A	No	Store as one book - no indexing
Chattel Mortgage 1939	Book - P	900	N/A	N/A	N/A	No	Store as one book - no indexing
Chattel Mortgage 1940	Book - P	900	N/A	N/A	N/A	No	Store as one book - no indexing
Chattel Mortgage 1945	Book - P	500	N/A	N/A	N/A	No	Store as one book - no indexing
Bond to Pay Liens or Claims Vol. 1	Book - P	217	304	2	152	Index	all Photostats
Bond to Pay Liens or Claims Vol. 2	Book - P	822	1151	2	576	Index	
Official Bond Record Volume 5	Book - S	385	385	1	385	Index	1 doc per page, sewn book
Official Bond Record Volume 6	Book - P	647	647	2	323	Index	2 pg. docs - 175-647 Photostat
Official Bond Record Volume 8	Book - P	785	785	2	392	Index	2 pg. docs - 1-273 Photostat
Official Bond Record Volume 9	Book - P	468	468	2	234	Index	2 pg. docs
Register of School Lands	Book - P	50	87	2.5	35	Index	
Deputation Record Volume 1	Book - S	306	612	1	612	Index - H	2 per page – Handwritten, sewn book
Deputation Record Volume 2	Book - P	613	613	1	613	Index	Pages 1-445 Photostat
Deputation Record Volume 3	Book - P	794	794	1	794	Index	Few stuck together
Registered Nurses Docket	Book - P	183	183	1	183	Index	1 doc per page
Veterinarian License Record	Book - S	10	10	1	10	Index	Sewn Book
Optometrist Record	Book - P	46	46	1	46	Index	
General Bond Register	Book - S	312	N/A	N/A	N/A	No	Store as one book - no indexing - Sewn
Amortization Record	Book - P	80	80	2	40	Index	Multi-section 2 pg. docs (32 + 48 pgs.)
Record of School Districts	Book - P	61	61	2.5	25	Index	

Chiropractic Register	Book - S	26	26	2	13	Index	2 page docs Sewn Book, Store as one book - no indexing - Sewn
Hospital Lien Docket	Book - S	250	N/A	N/A	N/A	No	
Polygraph Examiners License & Dentist License	Book - P	119	119	2	60	Index	2 page docs
Estray Record	Book - P	2	2	2	1	Index	2 page docs
Miscellaneous Record Volume 1	Book - S	639	895	2.5	358	Index - H	Handwritten
Miscellaneous Record Volume 2	Book - S	590	826	2.5	330	Index	Sewn Book
Miscellaneous Record Volume 3	Book - S	584	818	2.5	327	Index	Sewn Book
Miscellaneous Record Volume 4	Book - P	597	836	2.5	334	Index	Pages 569-597 Photostat
Miscellaneous Record Volume 5	Book - P	479	671	2	300	Index	all Photostat - 2 page docs
Miscellaneous Record Volume 6	Book - P	426	596	2.5	238	Index	all Photostats
Miscellaneous Record Volume 7	Book - P	545	763	2.5	305	Index	all Photostats
Miscellaneous Record Volume 8	Book - P	605	847	2.5	339	Index	all Photostats
Miscellaneous Record Volume 9	Book - P	725	1015	2.5	406	Index	Pages 1-218 Photostats
Miscellaneous Record Volume 10	Book - P	746	1044	2.5	418	Index	
Miscellaneous Record Volume 11	Book - P	738	1033	2.5	413	Index	
Miscellaneous Record Volume 12	Film	662	927	2.5	371	Index	
Marriage Applications	Film	53,984	53,984	1	53,984	M&M	26 rolls (1955-1989) - Link to license in Aumentum as non-public
Notice of Intent to Marry Vol. 1	Book - S	538	538	1	538	M&M - H	HW on typed form - sewn
Notice of Intent to Marry Vol. 2	Book - S	638	638	1	638	M&M - H	HW on typed form - sewn
Notice of Intent to Marry Vol. 3	Book - S	480	480	1	480	M&M - H	HW on typed form - sewn
Notice of Intent to Marry Vol. 5	Book - P	283	283	1	283	M&M	HW on typed form - post
Spanish Land Grant - Deed, Volume A	County	143	143	3.5	41	Index	Verify documents & edit data
Spanish Land Grant - Deed, Volume B	County	4	4	3.5	1	Index	Verify documents & edit data
Spanish Land Grant - Deed, Vol. D & E	County	4	4	3.5	1	Index	Verify documents & edit data
Spanish Land Grant - Deed, Volume I & J	County	4	4	3.5	1	Index	Verify documents & edit data
Spanish Land Grant - Deed, Volume 1	County	687	687	3.5	196	Index	Verify documents & edit data
Spanish Land Grant - Deed, Volume 2	County	393	393	3.5	112	Index	Verify documents & edit data
Spanish Land Grant - Deed, Volume 3	County	400	400	3.5	114	Index	Verify documents & edit data
Spanish Land Grant - Deed, Volume 4	County	389	389	3.5	111	Index	Verify documents & edit data
Spanish Land Grant - Deed, Volume 5	County	414	414	3.5	118	Index	Verify documents & edit data
Spanish Land Grant - Deed, Volume 6	County	295	295	3.5	84	Index	Verify documents & edit data
Spanish Land Grant - Deed, no Vol. ID	County	70	70	3.5	20	Index	Verify documents & edit data

PILOT SPECIFICATIONS

TRTA Gov will perform a comprehensive pilot for approximately 10% of the volumes, performing all project services with the purpose of setting quality standards for all identified record and media types/formats.

1. Inventory:

- TRTA Gov will confirm with the County the inventory of all books and film to be scanned and will enter them into TRTA Gov's inventory management system.
- Each book and film roll will be considered a "batch" and will be tracked through TRTA Gov's system as a batch.
- The Spanish Land Grant images will be added to the inventory upon receipt from the County.
- Significant variations to assumptions will be addressed through the Change Management Process.

2. Off-site Scanning for Books and Film:
 - a. TRTA Gov will use document-capture hardware and software specifically designed to capture and process County government official records images.
 - b. TRTA Gov staff will create an inventory report of all the books and film rolls scanned that will contain the book type, volume number and page count. This will be reconciled to the inventory listed in the inventory management system.
3. Color and Bi-Tonal Images:
 - a. TRTA Gov will scan all media at 300 dpi and provide images/pages in grayscale JPEG and bi-tonal TIFF format.
 - b. JPEG images will provide an exact digital backup of the data contained within the images/pages, and TIFF images will provide superior performance in the imaging system.
4. Auto Image Clean-Up:
 - a. TRTA Gov will provide auto-image cropping for 100% of images/pages scanned.
 - b. TRTA Gov will provide auto de-skew for 100% of images scanned.
 - c. TRTA Gov will reverse polarity for negative images.
 - d. TRTA Gov will manually remove excess black borders.
5. Folder and Image Indexing:
 - a. Folder level -
 - i. Book type
 - ii. Volume number
 - b. Image level -
 - i. Volume number
 - ii. Page number
6. Instrument Stapling and Indexing:
 - a. With the exception of the book types identified as not be indexed, TRTA Gov will identify the beginning and end of each instrument and "bookmark" or staple these images. This process involves programmatically associating all images for each instrument. The output of this process will be that, upon searching for an instrument within Aumentum Recorder, the precise and exact images for each instrument will be viewable.
 - b. TRTA Gov will work with the County to identify the requested indexing protocol. The fields TRTA Gov will index are as follows:
 - i. Grantor – all
 1. Last name
 2. First name
 3. Role/status
 - ii. Grantee – all
 1. Last name
 2. First name
 3. Role/status
 - iii. Instrument number programmatically assigned (except for Marriage records which will use actual number for match and merge to Marriage certificate)
 - iv. Book type
 - v. Document type
 - vi. Volume number and page number
 - vii. Date recorded (counter date)
 - c. At the County's request, legal descriptions will not be indexed.
7. Image Delivery:
 - a. Images scanned by TRTA Gov will be delivered as raw JPEG images in folders identified by book type and volume and 100% of the images as Group IV TIFF images in folders identified by book type and volume.
 - b. All images processed under this project (including those provided by the County) will be delivered on portable USB drives.
 - c. Stapled images will be loaded into a conversion instance of the Aumentum Recorder database.
 - d. Marriage Application and Notice of Intent to Marry records will be matched and linked to existing Aumentum marriage certificates as non-public documents. Any records without a match will be reported to the County and, with the County's approval, indexed as new records.
 - e. Chattel Mortgage, General Bond Register, and Hospital Lien Docket volumes will be loaded to the Aumentum Recorder real estate database based on book type, specific document type, volume and page.
 - f. Scanned images will be delivered to the County in the initial Pilot and later as monthly batches for review and acceptance.

8. Assumptions and Exceptions:

- a. TRTA Gov will re-assemble all books and return all books, film and digital copies to the County.
- b. TRTA Gov will capture all required index data that is present and legible.
- c. If the required indexing information is illegible or unavailable, TRTA Gov will log this as "Not Indexable," and deliver this information to the County as an error for review.
- d. TRTA Gov will review the Aumentum database for existing indexes related to the book types and volumes to be processed for this project. Potential duplicate indexes will be linked to the new index and reported to the County. The County will determine which index should be used. (The County has indicated there may be some Aumentum indexes for Miscellaneous Records, Volume 1-12.)
- e. The Spanish Land Grant Deed images provided by the County were originally scanned by another county. An initial assessment of these records confirms that most images have been stapled into instruments and include some index information. The instruments appear to span several volumes. Some images are typed, others are handwritten, and some are in Spanish. TRTA Gov will verify the completeness of each instrument. Partial indexes will be verified and completed to the extent that the requested data is available or readable. TRTA Gov will review with the County how the volumes should be identified to avoid any conflicts with existing County records stored in Aumentum Recorder. Pending analysis by a TRTA Gov consultant, the County is suggesting that a new document type be used similar to "Deed – Spanish Land Grant" to allow the document type to appear next to Deed on the pick list.

PILOT REVIEW AND ACCEPTANCE

"Red Light" Project Status

1. Upon completion of all required steps and processes for the Pilot, TRTA Gov will recognize the "Red Light" sign until the County has provided acceptance and sign-off for the Pilot. No additional processing will happen during the Red Light period.
 - a. TRTA Gov will deliver Pilot images via USB drive(s) provided by TRTA Gov.
 - b. The County will be required to plug the Pilot USB drive into the proper image server on the Aumentum Recorder system.
 - c. The TRTA Gov development lead will log onto the Aumentum Recorder system remotely and load the Pilot images/indexes and each subsequent batch into the conversion instance.
 - d. The County will then review the Pilot within the Aumentum Recorder conversion instance.
 - e. The County will have 30 calendar days to review the Pilot data.
 - f. The County will provide documentation of errors discovered using the provided Data Audit Tool (DAT) and send them to TRTA Gov for remediation.
 - g. Any issues, errors, and/or anomalies associated with the quality of the agreed-upon data services and/or image scanning specifications discovered by the County during the Pilot are to be remediated by TRTA Gov prior to continuation with the project.
 - h. TRTA Gov is to complete all remediation of discovered errors within 10 business days of notification of error via Data Audit Reports.
 - i. Remediation will be done by TRTA Gov per these SOW requirements.
 - j. TRTA Gov will submit the remediation to the County.
2. Exceptions:
 - a. Any changes to the scope of scanning, image clean-up, and/or indexing after the completion of the Pilot will be handled through TRTA Gov's Change Management process.

PILOT REVIEW MEETING

At the completion of the Pilot, the TRTA Gov project manager will host a Pilot review meeting. The purpose of this meeting will be to confirm production estimates, image quality and compliance with indexing rules.

All parties involved with the acceptance of the Pilot are to be in attendance and prepared to provide sign-off for the Pilot. This meeting will be a combination of on-line and on-site attendance. On-site attendees will be determined at a later date.

By the completion of this meeting, the County and TRTA Gov will have the final production and image quality/clean-up requirements documented, and the applicable acceptance form will be submitted to the County for signature. Upon County review, acceptance, and sign-off of the image and pre-indexing quality, TRTA Gov will be given the "Green Light" to go into full production for the remainder of this project.

PRODUCTION PROCESSING

"Green Light" Project Status

Upon notification of final acceptance and sign-off of the Pilot by the County, TRTA Gov will be given the "Green Light" signal to move into full production mode. TRTA Gov will perform the remainder of the required image processing and indexing services for instrument images designated in this SOW.

1. The TRTA Gov conversion team will provide all of the necessary scanners and related equipment. All scanning will be performed offsite.
2. All labor, equipment, materials, and travel are included for the offsite services, as specified.
3. TRTA Gov will inventory 100% of the books, film, and digital images designated for this project and enter these volumes into the Production Tracking system. Each volume will be designated as a batch and tracked as such until completion.
4. TRTA Gov will follow image services and indexing protocol as described in the Pilot section of this document until project completion.
5. TRTA Gov will deliver and load all finished images and instrument indexes into a conversion instance of the County's Aumentum Recorder system in monthly batches until project completion.
6. As each batch is loaded, the County will review a sampling of the image folders and indexed instruments for batch acceptance.

Upon the final batch load and final acceptance, TRTA Gov will move all images, instruments and indexes into the production instance of Aumentum Recorder.

Exception:

1. Offsite scanning has been proposed for this project. Onsite scanning is an option but would result in additional charges for travel and living expenses for the onsite scan team.

PROJECT SCOPE VOLUME ASSURANCE

Fort Bend County and TRTA Gov will work from the following assumptions for the total number of page images and instruments for this project:

1. Book Scanning - 56 books containing approximately 26,663 scanned images.
2. Film Scanning - 27 rolls of 35mm microfilm containing approximately 54,645 scanned images.
3. Other Digital Images - 2,803 Spanish Land Grant images to be provided by the County.
4. Total Images After Processing - Approximately 89,716 total images after duplication and splitting
5. Full Indexed Instruments - Approximately 26,703 images stapled into approximately 12,712 instruments.
6. Minimum Indexed Match and Merge Instruments - 53,984 Marriage Application and 1,939 Notice of Intent to Marry instruments to be linked to existing Marriage indexes as non-public documents.
7. Volumes/Images Loaded Without Indexing - 11 Chattel Mortgage, General Bond Register, and Hospital Lien Docket volumes containing approximately 7,090 images.

TRTA Gov will confirm this count with the County during the inventory process. If the total scan count exceeds the original estimates by more than 5%, TRTA Gov will recognize a "Red Light" project status, signaling a stop in processing. The new total will then be communicated to the County, and TRTA Gov will produce a change request to reflect the increase/decrease from the original estimate, updated pricing, and the impact the change will have on the project, including billing milestones and delivery dates.

TRTA Gov will also verify the estimate for the number of images and instruments to be indexed and how many are estimated as typed and handwritten. A change request will be created to revise the indexing cost based on these amounts. Any amount that exceeds the total approved for this SOW will require approval by the County.

Upon County acceptance and sign-off of the change request, TRTA Gov will recognize "Green Light" project status and proceed with process.

PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Dianne Wilson, County Clerk	County Sponsor	281-341-8686 dianne.wilson@fortbendcountytexas.gov	Accepts deliverables; approves change.
Dan Cullerton	TRTA Gov Sponsor	269388-2514 dan.cullerton@thomsonreuters.com	Point of escalation; approves change.
Diane Shepard	County Project Manager	281-341-8660 diane.shepard@fortbendcountytexas.gov	Monitors schedule and deliverables; coordinates County responsibilities.
Alicia Floyd	TRTA Gov Project Manager	512-287-7408 alicia.floyd@thomsonreuters.com	Monitors schedule and deliverables; coordinates TRTA Gov responsibilities.
TBD	County Technical Resource		Technical expert for County IT environment; works with County project manager for approval and direction.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PROCEDURES

COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and TRTA Gov project managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

LOCATION OF PROJECT DOCUMENTS, DELIVERABLES, AND FILES

Soft copies of project documents, deliverables, status reports, meeting notes, etc., will be kept by the TRTA Gov project manager electronically and are available upon request.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

Issue-Tracking Strategy

Issues may be identified by any project team member and escalated to the County and TRTA Gov project managers for review.

- All issues will be logged, tracked and maintained by the TRTA Gov project manager.
- The Issues Log (using TRTA Gov's tracking system) will be made available to each stakeholder upon request.
- Project sponsors will be notified of any issues with potential risk to project scope, schedule, or cost.

Issue Response and Resolution

The TRTA Gov and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

A "Change of Scope" is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- A change in the requested volume of books and pages/images to be processed;
- A change in the requested index requirements;
- A change in the requested image scanning, clean up requirements, or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in TRTA Gov's Change Management System. The County or TRTA Gov can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov shall evaluate the effect of the change set forth in the change request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of TRTA Gov's evaluation shall be added to and become part of the change request. If TRTA Gov's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the County to determine mutual interest in pursuing the change request. The County may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

RISK CONTINGENCY OUTLINE

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, the impact to the project can be minimized if one of these issues occurs.

Outlined Risks

The project plan will provide a description of the potential risks ("Risk Register") associated with this project, as well as suggested mitigation. A Risk Register is developed as a result of the findings completed in the planning phase. The TRTA Gov project manager will work with the County project manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County project manager and the TRTA Gov project manager, and may increase the price of the project and/or require added time.

PRICE

TRTA Gov will provide the services described in this Statement of Work for the prices specified below. Pricing is per item, and the estimates below are based on initial understanding of the scope. **The total number of items provided is only an estimate. Billing will be for the actual number of items processed and delivered during the project.**

	Extended Price
Project Summary: - Scanning of 56 sewn and post style books and 27 rolls of 35mm microfilm containing approximately 81,308 images - Scanned images to be delivered in folders identified by book and volume number and individual images by page - Unless specifically identified in the table on Pages 5 and 6 as "No Indexing," images for all multi-page instruments will be stapled as multi-page TIFF documents, indexed as specified, and loaded to Aumentum Recorder - All Chattel Mortgage volumes (except Realty Volume 1), General Bond Register, and Hospital Lien Docket volumes will be loaded into Aumentum Recorder server by book type, document type per volume, and images by volume/page	
Scanning and Indexing Services: An estimated 81,308 scanned and enhanced images at \$0.1943 per image	\$15,798.14
- Processing of scanned images for duplication of run-on pages and splitting as specified; stapling of multi-page document, full indexing to specifications, minimal indexing of Marriage instruments and linking to existing Marriage License records; and loading of all images and indexes into Aumentum Recorder for an estimated 89,716 finished images at \$0.4228 per image - Secure shipping containers, shipping both ways, and any required travel for onsite meetings is included. Actual billing will be based on the actual number of images delivered.	\$37,931.92
Estimated Total Project Price	\$53,730.06

BILLING

SCANNING AND IMAGE ENHANCEMENT

Project billing for all scanning services:	
Estimated number of images for scanning and image processing	81,308
Estimated price for scanning (\$0.1943 per image)	\$15,798.14
Billing milestones for Pilot Phase images (based on assumptions above):	
Pilot Phase delivery (75% value of an estimated 8,000 images at \$0.1943 per image)	\$1,165.80
Pilot Phase acceptance (25% value of an estimated 8,000 images at \$0.1943 per image)	\$388.60
Estimated balance remaining	\$14,243.74
Billing for each production batch:	
Batch 1 (2 if necessary)	
Estimated 73,308 images at \$0.1943 per image	
75% of value of batch due upon delivery – balance (25%) upon acceptance of batch	

IMAGE PROCESSING AND INSTRUMENT INDEXING

Project billing for image processing and indexing:	
Estimated number of images for processing and indexing	89,716
Estimated number of instruments to be processed and indexed	68,635
Estimated price for indexing at \$0.4228 per image	\$37,931.92
Billing milestones for Pilot Phase for processing and indexing (based on assumptions above):	
Pilot Phase delivery (75% value of an estimated 9,000 images at \$0.4228 per image)	\$2,853.90
Pilot Phase acceptance (25% value of an estimated 9,000 images at \$0.4228 per image)	\$951.30
Estimated balance remaining	\$34,126.72
Billing for each production batch for image processing and indexing:	
Batch 1 (2 if necessary)	
Estimated 80,716 images at \$0.4228 per image	
75% of value of batch due upon delivery – balance (25%) upon acceptance of batch	

ATTACHMENT 1 – AGREEMENT TO SOW

STATEMENT OF WORK AGREED UPON AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's Change Management Process.

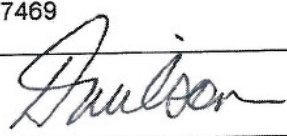
This Statement of Work will confirm the request for services as outlined and at the prices indicated. This will be an addendum to the Master Agreement dated October 9, 2007 between the County and TRTA Gov. All the terms and conditions of the agreement will pertain.

The total estimated price for all services is **\$53,730.06**. Actual billing will be based on the actual number of images processed and delivered during the project.

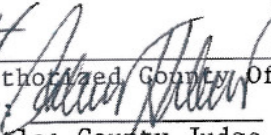
The entirety all digital images and indexes created during this project are the exclusive property of Fort Bend County, Texas. TRTA Gov will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this SOW.

This agreement is not effective until executed by both parties.

SIGNATURES

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY: 
PRINTED NAME: DIANNE WILSON	PRINTED NAME: Brian Wilson
TITLE: County Clerk	TITLE: Vice President, Finance
DATE: 7/17/14	DATE: July 16, 2014

Authorized County Official

By:  Printed Name: Robert E. Hebert
Title: County Judge Date: 7-22-14

ATTACHMENT 2 – ABBREVIATIONS AND DEFINITIONS

The following definitions are employed in this Statement of Work:

- Batch - A specific volume of images/pages identified as a single delivery submitted for review and acceptance
- Bi-tonal – black and white (see .tiff)
- County – Fort Bend County, Texas
- Gray scale – 256 shades of gray
- Indexing – Data entry
- Indexes – Data created from the act of data entry
- Instrument (sometimes referred to as a document) - A single, complete official county record or document; an instrument can be comprised of one or many images/pages
- Image – A single image created from a single page from an instrument/document
- Page – A single piece of paper (and/or digital image) within an instrument/document
- Pilot Phase – A smaller subset of the whole of the volume of images/pages used as a proof of concept for both the scanning and indexing phases of this project
- PM – Project Manager
- SOW – Statement of Work
- Stapling (pagination) – The process of identifying and connecting the first and last digital image/page of each instrument
- .tiff - Acronym for *tagged image file format* (this is very standard 20:1 compression image type compatible with both PC's and Mac's); .tiff images are bi-tonal
- USB - Acronym for *Universal Serial Bus*

ATTACHMENT 3 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 – BOOK AND FILM SCANNING PILOT PHASE DELIVERY CRITERIA

Purpose

Deliver for County review Pilot Phase book and film scanning, image clean-up, and auto-image cropping.

Measurements / Process

- ☐ TRTA Gov has scanned the books and film designated for this project.
- ☐ TRTA Gov has processed all digital images/pages for this batch with requested image clean-up as specified in this SOW.
- ☐ TRTA Gov has provided the County with a portable media containing all processed Pilot digital images.
- ☐ The County will start the thirty-calendar-day review and verification of these images/pages for the Pilot.
- ☐ The County will document all errors discovered within the thirty-calendar-day review period using the provided Data Audit Report template.

Outputs

- ☐ TRTA Gov has delivered the Pilot of scanned digital images.
- ☐ TRTA Gov has delivered the production reports for this batch.
- ☐ TRTA Gov has supplied the Data Audit Report template for the County error submittal.
- ☐ TRTA Gov will remediate all submitted errors within ten business days.

There were _____ images delivered for this batch.

By signing this Pilot Phase Delivery Acceptance document, the County agrees to start the review and feedback process using the provided Data Audit Report template. The County agrees to be billed 75% of the value of the Pilot (_____

images x \$0.1943 per image x .75 = \$ _____) and confirms delivery acceptance of the Pilot.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 2 –
BOOK AND FILM SCANNING
PILOT PHASE FINAL ACCEPTANCE CRITERIA

Purpose

Confirm completion of County review and acceptance of Pilot Phase scanning, image clean-up, and auto-image cropping.

Measurements / Process

- ☐ TRTA Gov has scanned the books and film designated for this project.
- ☐ TRTA Gov has processed all digital images/pages for this batch with requested image clean-up as specified in this SOW.
- ☐ TRTA Gov has provided the County with a portable media containing all processed Pilot digital images.
- ☐ The County has completed the thirty-calendar-day review and verification of these images/pages for the Pilot.
- ☐ The County has documented all errors discovered within the thirty-calendar-day review period using the provided Data Audit Report template.

Outputs

- ☐ TRTA Gov has delivered the Pilot of scanned digital images.
- ☐ TRTA Gov has delivered the production reports for the Pilot.
- ☐ TRTA Gov has remediated all submitted errors within the ten-business-day remediation period.

There were _____ images reviewed for the Pilot.

Signatures

By signing this Pilot Phase Final Acceptance document, the County agrees to be billed 25% of the value of the Pilot

(\$ _____ images x \$0.1943 per image x .25 = \$ _____), confirms acceptance of the Pilot, and authorizes the project to move into production processing.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 –
BOOK AND FILM SCANNING
BATCH DELIVERY AND FINAL ACCEPTANCE CRITERIA
BATCH DELIVERY¹ CRITERIA – BATCH NO. _____

Purpose

Review and acceptance of book and film scanning, image clean-up, and auto-image cropping.

Measurements / Process

- ☐ TRTA Gov has scanned the books and film designated for this project.
- ☐ TRTA Gov has processed all digital images for this batch with requested image clean-up as specified in this SOW.
- ☐ TRTA Gov has provided the County with a portable media containing all processed Pilot digital images.
- ☐ The County has completed the thirty-calendar-day review and verification of these images for this batch.
- ☐ The County has documented all errors discovered within the thirty-calendar-day review period using the provided Data Audit Report template.

Outputs

- ☐ TRTA Gov has delivered this batch of scanned digital images.
- ☐ TRTA Gov has delivered the production reports for this batch.
- ☐ TRTA Gov will resolve/remediate any errors that are submitted by the County within the thirty-calendar day review period.

Was this the last batch for this project? YES ☐ NO ☐

There were _____ images scanned and delivered for this batch.

Signatures

By signing the following line of the Batch Delivery and Final Acceptance Document, the County confirms receipt of this batch.

The County agrees to be billed 75% of the value of this batch (_____ images x \$0.1943 per image x .75 =

\$_____) and to start the review and feedback process using the provided Data Audit Report template.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 (continued)
BOOK AND FILM SCANNING
BATCH DELIVERY AND FINAL ACCEPTANCE CRITERIA

BATCH FINAL ACCEPTANCE² CRITERIA – BATCH NO. _____

By signing the following line of the Batch Delivery and Final Acceptance document, the County acknowledges the completion of the thirty-calendar-day review process and confirms final acceptance of this batch for this project. TRTA Gov has remediated all errors submitted by the County for this batch.

The County agrees to be billed the final 25% of this value of this batch (_____ images x \$0.1943 per image x .25
= \$_____).

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

**ACCEPTANCE FORM 4 –
IMAGE PROCESSING AND INDEXING SERVICES
PILOT PHASE DELIVERY ACCEPTANCE CRITERIA**

Purpose

Image processing and indexing services.

Measurements / Process

- ☐ TRTA Gov has duplicated and split all Pilot images for the volume types identified for stapling and indexing.
- ☐ TRTA Gov has identified the first and last page of each instrument for the required volumes and digitally stapled the multi-page instruments
- ☐ TRTA Gov has provided the requested indexing for the Pilot Phase images.
- ☐ TRTA Gov has "linked and loaded" the images/instruments and indexes described in this SOW as the Pilot Phase into the County's Aumentum Recorder conversion instance.
- ☐ The County will start the thirty-calendar-day review and verification of these images/instruments within the Aumentum Recorder conversion instance.
- ☐ The County will document all errors discovered within the thirty-calendar-day review period using the provided Data Audit Report template.

Outputs

- ☐ TRTA Gov has delivered and loaded the Pilot Phase images/instruments and indexes into the conversion instance within the County's Aumentum Recorder system.
- ☐ TRTA Gov has delivered the production reports for the Pilot.
- ☐ TRTA Gov has supplied the Data Audit Report template for the County error submittal.
- ☐ TRTA Gov will remediate all submitted errors within ten business days.

There were _____ images and _____ instruments delivered for the Pilot.

Signatures

By signing this Pilot Phase Delivery Acceptance document, the County agrees to start the review and feedback process using the provided Data Audit Report template. The County agrees to be billed 75% of the value of the Pilot (_____ images x \$0.4228 per image x .75 = \$_____) and confirms delivery acceptance of the Pilot.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 5 –
IMAGE PROCESSING AND INDEXING SERVICES
PILOT PHASE FINAL ACCEPTANCE CRITERIA

Purpose

Image processing and indexing services.

Measurements / Process

- ☐ TRTA Gov has duplicated and split all Pilot images for the volume types identified for stapling and indexing.
- ☐ TRTA Gov has identified the first and last page of each instrument for the required volumes and digitally stapled the multi-page instruments
- ☐ TRTA Gov has provided the requested indexing for the Pilot Phase images.
- ☐ TRTA Gov has "linked and loaded" the images/instruments and indexes described in this SOW as the Pilot Phase into the County's Aumentum Recorder conversion instance.
- ☐ The County has completed the thirty-calendar-day review and verification of these images/instruments within the Aumentum Recorder conversion instance.
- ☐ The County has documented all errors discovered within the thirty-calendar-day review period using the provided Data Audit Report template.

Outputs

- ☐ TRTA Gov has delivered and loaded the Pilot Phase images/instrument and indexes into the conversion instance within the County's Aumentum Recorder system.
- ☐ TRTA Gov has delivered the production reports for the Pilot.
- ☐ TRTA Gov has remediated all submitted errors within the ten business day remediation period.

There were _____ images and _____ instruments indexed for the Pilot.

Signatures

By signing this Pilot Phase Final Acceptance document, the County agrees to be billed 25% of the value of the Pilot

(_____ images x \$0.4228 per image x .25 = \$ _____), confirms acceptance of the Pilot, and authorizes the project to move into production processing.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 6 –
IMAGE PROCESSING AND INDEXING SERVICES
BATCH DELIVERY AND FINAL ACCEPTANCE CRITERIA

BATCH DELIVERY¹ CRITERIA – BATCH NO. _____

Purpose

Review and acceptance of image processing and indexing services.

Measurements / Process

- ☐ TRTA Gov has duplicated and split all Pilot images for the volume types identified for stapling and indexing.
- ☐ TRTA Gov has identified the first and last page of each instrument for the required volumes and digitally stapled the multi-page instruments
- ☐ TRTA Gov has provided the requested indexing for book types and volumes designated for this project.
- ☐ TRTA Gov has "linked and loaded" the images/instruments and indexes described in this SOW into the County's Aumentum Recorder conversion instance.
- ☐ The County has completed the thirty-calendar-day review and verification of these images/instruments for this batch within the Aumentum Recorder conversion instance.
- ☐ The County has documented all errors discovered within the thirty-calendar-day review period using the provided Data Audit Report template.

Outputs

- ☐ TRTA Gov has delivered and loaded this batch of images/instrument and indexes into the conversion instance within the County's Aumentum Recorder system.
- ☐ TRTA Gov has delivered the production reports for this batch.
- ☐ TRTA Gov will resolve/remediate any errors submitted errors by the County within the thirty-calendar day review period.

Was this the last batch for this project? YES ☐ NO ☐

There were _____ images and _____ instruments indexed and delivered for this batch.

Signatures

By signing the following line of this Batch Delivery and Final Acceptance Document, the County confirms receipt of this batch.

The County agrees to be billed 75% of the value of this batch (_____ images x \$0.4228 per image x .75 =
\$ _____) and to start the review and feedback process using the provided Data Audit Report template.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 6 (continued)
 IMAGE PROCESSING AND INDEXING SERVICES
 BATCH DELIVERY AND FINAL ACCEPTANCE CRITERIA

FINAL ACCEPTANCE² CRITERIA – BATCH NO. _____

By signing the following Batch Delivery and Final Acceptance document, the County acknowledges the completion of the thirty-calendar-day review process and confirms final acceptance of this batch for this project. TRTA Gov has remediated all errors submitted by the County for this batch. The County agrees to be billed the final 25% of this value of this batch (_____ images x \$0.4228 per image x .25 = \$ _____).

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 7 – SCANNING, STAPLING, AND INDEXING FINAL PROJECT ACCEPTANCE CRITERIA

Purpose

Reconciliation and final acceptance of scanning, image processing and indexing services.

Measurement / Process

Book and Film Scanning Services -

- ☐ TRTA Gov has scanned the books and film designated for this project.
- ☐ TRTA Gov has processed all digital images with requested image clean-up as specified in this SOW.
- ☐ TRTA Gov has remediated/satisfied all errors/anomalies discovered.
- ☐ TRTA Gov has loaded all non-indexed volumes into Aumentum Recorder.

Image Processing Indexing Services -

- ☐ TRTA Gov has duplicated and split all required images for the volumes identified.
- ☐ TRTA Gov has identified the first and last page of each instrument for the volumes identified for indexing and digitally stapled the multi-page instrument images.
- ☐ TRTA Gov has provided the requested indexing for volumes designated for this project.
- ☐ TRTA Gov has loaded the final image instruments/indexes and linked the Marriage instruments to the Aumentum Marriage Licenses as described in this SOW into the County's Aumentum Recorder conversion instance.
- ☐ TRTA Gov as remediated/satisfied all errors/anomalies discovered.

Outputs

- ☐ TRTA Gov has delivered the entire project of processed images and indexes to the County.
- ☐ The County has verified the entire project of images and indexes.
- ☐ The County has identified issues (if any) and sent them to TRTA Gov for review and remediation, and TRTA Gov has completed remediation for all errors submitted.
- ☐ All images and instruments created for this project have been pushed from Conversion to Production environment.

ACCEPTANCE FORM 7 (continued)
SCANNING, STAPLING, AND INDEXING
FINAL PROJECT ACCEPTANCE CRITERIA

Estimated and Actual Billing for This Project

Estimated total number of book and film images to be scanned	81,308
Estimated total billing for book and film image scanning (\$0.1943 per image)	\$15,798.14
Actual total number book and film images scanned	_____
Actual total billing for book and film image scanning (\$0.1943 per image)	\$ _____
Estimated total number of images to be processed and indexed	89,716
Estimated total billing for images to be processed and indexing (\$0.4228 per image)	\$37,931.92
Actual total number images processed and indexed	_____
Actual total billing for images processed and indexed (\$0.4228 per image)	\$ _____
Estimated total billing for scanning, image processing, and indexing for this project	\$53,730.06
Actual total billing for scanning, image processing, and indexing for this project	\$ _____

By signing this Final Project Acceptance document, the County and TRTA Gov agree that this project is complete.

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:



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LETTER OF AUTHORIZATION

July 24, 2013

Ms. Dianne Wilson
County Clerk
Fort Bend County
301 Jackson Street
Richmond, TX 77469

Dear Dianne:

This Letter of Authorization ("LOA") will confirm Fort Bend County's request for the following professional services and support services at the prices indicated. This will be an addendum to the County's existing agreement with Manatron, Inc. – a Thomson Reuters Business ("Manatron"), and all the terms and conditions of that agreement will pertain.

THIRD-PARTY SOFTWARE

Quantity	Description	One-Time Fees	Annual Support*
1	AgendaLink – additional support for Archival Module	N/A	\$500.00

* These fees will be added to the current AgendaLink support fees as of October 1, 2013.

PROFESSIONAL SERVICES

Quantity	Description	One-Time Fees
1	Technical services – image load to AgendaLink server	\$692.00

The Fort Bend County Clerk has contracted with another vendor (Kofile) to scan its library of Commissioners' Court minutes. Once completed (estimated August or September, 2013), the County will notify Kofile to contact Randy Ray at randy.ray@thomsonreuters.com for shipping instructions for Kofile to deliver a USB drive containing the images to the Manatron hosting facility in Indianapolis, Indiana. Manatron will connect the drive to the hosted AgendaLink server and transfer the images onto the server. Once completed, Manatron will notify Destiny, Inc. that the images are available for conversion, and Manatron will return the USB drive to the Fort Bend County Clerk. The services shown assume a single delivery. If multiple deliveries are required, additional fees may apply.

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 County. No travel is required for these services. Support fees are due and payable in advance of each annual term and are subject to increases. The

Manatron, Inc. – A Thomson Reuters Business

Letter of Authorization No. TX072413FBC

Page 1 of 2

Expiration Date: September 24, 2013



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support fees shown will be added to the existing support fees for AgendaLink effective as of October 1, 2013, and will be included in the annual invoice. All invoices are due within 30 days of receipt.

TOTAL ONE-TIME FEES **\$692.00**

TOTAL ONGOING FEES **\$500.00**

Approval of this letter of authorization will allow Manatron to perform the services and/or provide the products herein. Upon approval and signing, please return this letter to Manatron via **one** of the following methods:

- 1) Email a scanned image of the signed LOA to mary.ammar@thomsonreuters.com;
- 2) Fax a signed copy to the attention of Mary Ammar at (269) 567-2930; **or**
- 3) Return a signed copy to Manatron, Inc., Contract Administration, 510 East Milham Avenue, Portage, MI 49002.

If you have any questions, please feel free to contact Contract Administration at our corporate office at (866) 471-2900.

ACCEPTANCE

Accepted: Manatron

By:

Title: *Vice President, Risk Management*

Date: *July 24, 2013*

Accepted: Fort Bend County, Texas

By:

Title: Robert E. Hebert, County Judge

Date: September 24, 2013

Manatron, Inc. – A Thomson Reuters Business

Letter of Authorization No. TX072413FBC

Expiration Date: September 24, 2013

Page 2 of 2

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
☐ 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.	☐ Depositor - OR - ☐ Beneficiary
☒ 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.	☒ Depositor - OR - ☐ Beneficiary
☐ 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.	☐ Depositor - OR - ☐ Beneficiary
☐ 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.	☐ Depositor - OR - ☐ 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.

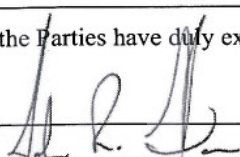
BILLING CONTACT INFORMATION TABLE

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	<u>Deb.loveridge@manatron.com</u>
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	<u>John.Hansen@thomsonreuters.com</u>

BENEFICIARY

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

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmclientservices@ironmountain.com</u>

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. 7099</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>281-341-8697</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]
(Signature)

Its: V.P., RISK MANAGEMENT
(Title)

Date: 3.22.2013

Witnessed: [Signature]
(Signature)

By: Matthew Henry
(Print or Type Name)

FORT BEND COUNTY, TEXAS

By: [Signature]
(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



THOMSON REUTERS

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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CONFIDENTIAL INFORMATION

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



S4070867



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 relied on herein, 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

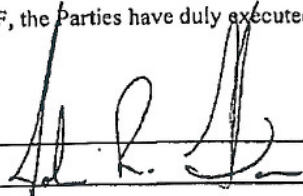
applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

- (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.

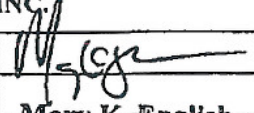
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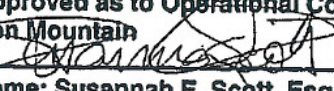
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

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	<u>Matt.Henry@manatron.com</u>
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	<u>deb.loveridge@manatron.com</u>
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
☒ Setup Fee	Iron Mountain will set up a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$2,500		☒ Depositor - OR ☐ Beneficiary
☒ 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.		\$1,000	☒ Depositor - OR ☐ Beneficiary
☒ 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.		\$700	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary

☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ Beneficiary
☐ 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	☐ Depositor - OR ☐ 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
☐ CD-ROM / DVD		☐ 3.5" Floppy Disk	
☐ DLT Tape		☐ Documentation	
☐ DAT Tape		☐ Hard Drive / CPU	
		☐ Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
☐ Electronic Deposit			
☐ 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)

☐ 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.	☐ 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: 39707

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	

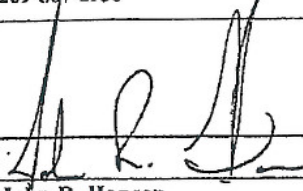
DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

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	<u>Matt.Henry@manatron.com</u>
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	<u>John.Hansen@manatron.com</u>

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmclientservices@ironmountain.com</u>

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
☐ 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	☐ Depositor - OR - ☐ Beneficiary
☐ 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	☐ Depositor - OR - ☐ Beneficiary
☐ 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	☐ Depositor - OR - ☐ Beneficiary
☐ 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	☐ Depositor - OR - ☐ 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.



THOMSON REUTERS™

CHANGE REQUEST 1 TO TX030212FBC – V 1.7

October 19, 2012

Ms. Dianne Wilson
County Clerk
Fort Bend County
301 Jackson Street
Richmond, TX 77469

RE: Change Request No. 1 to TX030212FBC - V1.7

Dear Ms. Wilson:

Thank you for giving Manatron, Inc. - a Thomson Reuters Business ("Manatron") the opportunity to present this change request to the County. Attached is a summary of this change request, with pricing and space for an authorized signature. This change request is an addendum to Statement of Work No. TX030212FBC - V1.7 dated June 26, 2012 between Manatron and the County, and all the terms and conditions of that agreement pertain except as modified herein.

The pricing and scope contained in this change request are valid for 90 calendar days from the date shown above. Any work scheduling will commence upon receipt of an executed copy of this change request signed by yourself or a duly authorized representative of the County. A summary of this change request is as follows.

Summary:

The contracted scope of Statement of Work TX030212FBC - V1.7 is modified as follows:

- 1) All AgendaLink components will be moved completely to Manatron's managed hosted facility in Indianapolis. Initial components to be housed within the Fort Bend County I.T. department will be moved out.
- 2) Two (2) Cold Fusion Version 10 licenses originally priced as part of the original contract will no longer be needed.
- 3) One (1) Microsoft Office 2010 license is required. It will be purchased and installed on the AgendaLink server in Indianapolis.
- 4) "Acceptance Form 1 – HIPA Plus Completion of Set-Up" has been modified to reflect the decrease in the overall payment milestone and is attached to this change request. This attached Acceptance Form 1 replaces the one from the original statement of work.

Price of Change:

"Acceptance Form 1 – HIPA Plus Completion of Set-Up" will be modified, and the milestone payment amount for HIPA Plus set-up services will be reduced from \$10,079.00 to \$7,786.00. This is detailed in the following pages and the attached "Revised Acceptance Form 1 – HIPA Plus Completion of Set-Up."

Sincerely,

Chance Campbell

Chance Campbell
Project Manager

The following pages describe this change request in more detail.

DETAILED PRICE BREAKDOWN

THIRD-PARTY SOFTWARE	ONE-TIME PRICE
Remove two (2) ColdFusion Version 10 licenses	(\$2,593.00)
Purchase one (1) MS Office 2010 license to be loaded on AgendaLink server	\$300.00
TOTAL ESTIMATED REDUCTION	(\$2,293.00)

ACCEPTANCE FORM 1 – HIPA PLUS COMPLETION OF SET-UP	ONE-TIME PRICE
Original contract payment	\$10,079.00
Third-party software reduction	(\$2,293.00)
MODIFIED MILESTONE PAYMENT	\$7,786.00

All other pricing in the original contract, including the monthly recurring fees for the hosted solution, remain unchanged. The only change to the pricing is shown above.

DESCRIPTION OF PRODUCTS AND SERVICES

Purpose and Business Need for the Request

The original contract stated AgendaLink would be housed within Fort Bend County I.T., with a replicated push of the data and images to the Manatron hosted facility. After the project start and further evaluation, it was determined the entire application could be housed more efficiently in its entirety at the Manatron hosted facility.

Recommended Solution

- 1) The infrastructure will be changed to a completely hosted solution within Manatron's Time Warner hosted facility in Indianapolis, IN. The database, images, AgendaLink software, and ColdFusion software will be housed in the hosted facility. The initial plan was to house all of this in Fort Bend for end-user access and replicate everything to Indianapolis for public access-user access.
- 2) Both the end users of the system and public access users will be able to access the system via regular internet connections from the office, home, or anywhere an internet connection is available. With the initial plan of moving the internal (end-user) access to a County internal server, end users would only be able to access via a County connection (i.e., in office).
- 3) Manatron will also perform a weekly replication or backup of the database and images back down to the Fort Bend County I.T. environment as a back-up copy.

Benefits of Recommended Solution

- 1) Provides for a cleaner installation of the software. Wherein the original plan called for three (3) different servers within Fort Bend .I.T., this plan will be contained in the Indianapolis VM environment.
- 2) Provides for easier maintenance and upgrade paths from Destiny Solutions.
- 3) Ensures all users (end users and public users) will have access from any standard internet connection.
- 4) Instead of real time synchronization of the database between Indianapolis and Fort Bend, the weekly copy of the database can be a weekly back-up and pushed down to Fort Bend and saved anywhere.
- 5) Reduces the County's fees because two ColdFusion licenses are no longer needed.

RESPONSIBILITIES OF THE PARTIES

The County's responsibilities include the following:

- 1) Testing of application of the new environment prior to the Go-Live switch-over.

Manatron's responsibilities include the following:

- 1) Remove two (2) ColdFusion Version 10 licenses;
- 2) Purchase one (1) Microsoft Office 2010 standard license for the AgendaLink server in Indianapolis;
- 3) Install the existing ColdFusion Version 9 license from Fort Bend's current environment;
- 4) Coordinate with Destiny Solutions the installation of AgendaLink in Manatron's environment;
- 5) Coordinate with Destiny Solutions the installation of Adobe PDF Junction in Manatron's environment;
- 6) Testing of application prior to turning over to Fort Bend County for testing.

EXCEPTIONS AND ASSUMPTIONS

Should any of the below assumptions change, it may affect the schedule, scope, and pricing of this change request.

- 1) All other components of the original contract remain in effect.
- 2) Billing milestone No. 1 in SOW TX030212FBC - V1.7 has been modified. The revised page is attached.

CHANGE MANAGEMENT PROCESS

This change request is offered and priced within the express scope of the Manatron-recommended solution and the listed price. The County may make additional scope requests at any time. These requests will result in the completion of additional change requests.

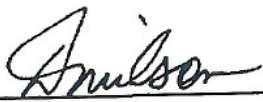
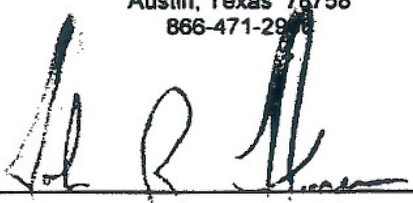
AGREEMENT TO THIS CHANGE REQUEST

Execution of this change request will confirm the County's agreement to the changes outlined within this document. This change request will serve as an addendum to the County's existing agreement TX030212FBC - V1.7 with Manatron. Except as modified herein, all the terms and conditions of that agreement will remain in full force and effect.

"Acceptance Form 1 - HIPA Plus Completion of Set-Up" has been modified. The revised form is attached. The one-time payment amount is reduced from \$10,079.00 to \$7,786.00.

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this change request is to be handled through Manatron's Change Management Process.

This agreement is not effective until executed by both parties.

Fort Bend County, TX	Manatron
Dianne Wilson, County Clerk 301 Jackson Street Richmond, TX 77469 (281) 344-3952	Manatron 1807 West Braker #400 Austin, Texas 78758 866-471-2976
By: 	By: 
Printed Name: <u>DIANNE WILSON</u>	Printed Name: <u>John R. Hansen</u>
Title: <u>COUNTY CLERK</u>	Title: <u>Senior Director, Risk Mgt.</u>
Date: <u>10/22/12</u>	Date: <u>10/24/12</u>

REVISED ACCEPTANCE FORM 1 – HIPA PLUS COMPLETION OF SETUP

Purpose

The purpose of this acceptance form is for the County to sign off that the remote data center is set up, to agree that the system is ready for testing with the County, to agree that Manatron should proceed to the next phase through the life cycle of this project, and to accept billing for this phase.

Outputs

- 1) Manatron has conducted a project kick-off meeting with the County.
- 2) The project schedule has been delivered for the County to review.
- 3) The County server and infrastructure configuration at the HIPA Plus remote data center has been set up, and the index and image data is available for replication testing.
- 4) The GRM Recorder and AgendaLink applications and the Microsoft SQL server database have been loaded and configured at the data center.

These services were completed on _____.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of Statement of Work TX030212FBC – V 1.7, Change Request 1 to TX030212FBC – V 1.7, and the Records Management Master Agreement dated October 9, 2007, the County will be billed 100% of the HIPA Plus set-up services price (\$7,786.00). **Monthly billing of \$3,632.00 for HIPA Plus recurring fees will begin** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

MANATRON

HIPA PLUS HOSTING

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron") and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007, pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide hosting services as described in Manatron Statement of Work TX030212FBC – Version 1.7, "HIPA Plus Hosting," dated June 12, 2012. The Manatron Statement of Work is attached hereto as Exhibit A.
2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: June 26, 2012

Manatron, Inc:

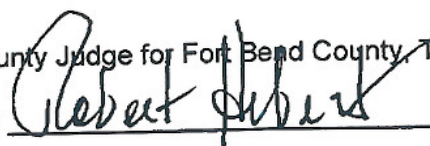
By: 

Name: Janet Buis-Miller

Title: Director, Finance and Accounting

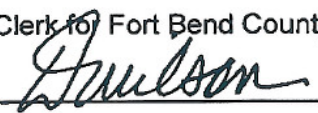


County Judge for Fort Bend County, TX

By: 

Name: Robert E. Hebert

County Clerk for Fort Bend County, TX

By: 

Name: DIANNE WILSON



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 140,831.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this Agreement.

A handwritten signature in black ink, appearing to read "Robert Sturdivant", written over a horizontal line.

Robert Edward Sturdivant, County Auditor



EXHIBIT A

Manatron, Inc.

Statement of Work

HIPA Plus Hosting

Fort Bend County, Texas

June 12, 2012

Version 1.7

Prepared by: John Rickerby

Document submitted by Manatron, Inc.

Manatron Records Management Division

1807 Braker Lane Suite 400

Austin, TX 78758

Tel: 866-917-4354

Fax: 512-833-8343

Manatron Corporate Headquarters

510 East Milham Avenue

Portage, MI 49002

Tel: 269-567-2900

Fax: 269-567-2930

Proprietary Notice:

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PROJECT SUMMARY

Project:	Fort Bend County, Texas HIPA Plus hosting services for transactional replication of production Anthem/GRM Recorder and AgendaQuick servers, hosting of Anthem/GRM Recorder and AgendaQuick Internet Public Access with eCommerce, and eRecording submissions.
Project Site:	Fort Bend County 301 Jackson Street Richmond, Texas 77469
County Contact(s):	Dianne Wilson, County Clerk – 281.341.8686
Target Date of Implementation:	Detailed schedule with agreed-upon dates to be during the planning phase of this project. Estimated start date within 60 days of contract signing.
Scope:	Initial installation will include replication of the current Anthem and AgendaQuick software and production versions of Anthem Public Access, AgendaQuick Public Access, and eRecording. The County plans to upgrade from Anthem to GRM Recorder later in 2012. Here within, Anthem/GRM Recorder will refer to the Anthem or GRM Recorder software currently being used by the County. Project scope will include process and requirements review, hosting software and hardware configuration, testing, and migration support.
Technology:	Hardware - The County will provide all local production hardware and infrastructure. Manatron will provide all data center replication and web server hardware and infrastructure. Software (see following table for software licenses included) - The software deliverables from Manatron are listed in this Statement of Work. Deliverables outside the current functionality of the standard Anthem/GRM Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to Manatron's Change Management Process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. ("Manatron") and Fort Bend County, Texas (the "County").

PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies Manatron and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE:

Manatron will set up database-to-database replication of the data and images to the hosted data center. This will include replication of the current Anthem applications and planned 2012 upgrade to the Anthem/GRM Recorder suite of application software and the Microsoft SQL Server 2008 database and replication of AgendaQuick. The County's Internet Anthem/GRM Recorder Public Access with eCommerce module, AgendaQuick Internet Public Access and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Anthem/GRM Recorder and AgendaQuick production servers located in the County.

Item	Description	Number of Users	Comments
Anthem/GRM Recorder Application Software	No changes to current Anthem/GRM Recorder functionality	N/A	Replicate to data center
AgendaQuick Application Software	No changes to current AgendaQuick functionality	N/A	Replicated to data center.
Cold Fusion, Version 10	Required for AgendaQuick	N/A	License required for data center and production system
AgendaQuick Public Access	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Anthem/GRM Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Anthem/GRM Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server 2008 Database Software	Database software, including transactional replication functionality	N/A	Data center license provided by Manatron
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County

RECOMMENDED HARDWARE:

Manatron will provide all data center server hardware, software, and infrastructure required for replicating the County's Anthem/GRM Recorder system, AgendaQuick, and hosting internet Public Access and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Anthem/GRM Recorder and AgendaQuick, and any new peripheral hardware. The County will be responsible for providing any recommended changes to the network and bandwidth.

Item	Description	Quantity	Comments
Data Center Servers and Infrastructure	Anthem/GRM Recorder application/ database/image replication server and AgendaQuick server and production web server for Internet Public Access and eRecording.	1	Manatron will provide.

Local Production Server and Infrastructure	GRM production server and AgendaQuick server and back-up web server for Internet Public Access and eRecording.	1	County will provide.
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IMPLEMENTATION SERVICES:

Per this SOW, the following services will be provided for this project.

Description	Comments
Project Management Services	Manages overall project schedule, directs all Manatron resources, and acts as escalation point for project.
Hardware Installation	Manatron will provide all hardware and infrastructure at the Time Warner Indianapolis data center. The County will be responsible for local hardware and infrastructure.
Software Configuration, Localization, and Quality Assurance	Includes configuration and testing of transactional replication to the data center and hosting internet Public Access and eRecording.
Database Configuration and Quality Assurance	Includes set-up and testing of index and image databases.
Training	No user training required. County IS will receive instruction on system management.
On-Site Support	No on-site support required. Go-Live will be initiated remotely following testing.
Documentation	Standard Manatron soft documentation for County IS.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to provide full off-site transactional replication of the County's Anthem/GRM Recorder and AgendaQuick software, indexes, and images at Manatron's data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County's local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Anthem/GRM Recorder replication, the data center will host County's Internet Public Assess and eRecording modules to manage Internet researcher inquiries of County indexes and images stored in Anthem/GRM Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County's site.

This Statement of Work describes the project that Manatron is responsible for implementing. Upon contract signing, a subsequent project execution plan will be created jointly by the Manatron and County project managers. The project execution plan will detail how the project will be managed, including detailed communication, risk, and scheduling plans.

The project will be administered in the following phases:

- Project planning—commences upon contract signing (or earlier);
- Kick-off;
- Data center system set-up, configuration, and connection to the County;
- Configuration and testing of software, index data, and images;
- Go-Live of Anthem/GRM and AgendaQuick replication, and switchover to hosted Internet Public Access and eRecording.

SCOPE STATEMENT

This project is responsible for the Manatron Hosted Internet Public Access service solution. These services include the installation, configuration, and set-up for hosting from the Manatron data center. Specifically, this project entails:

- Configuration of hosted server hardware at the Manatron data center;
- Set-up and testing of real-time database and image replication to the data center;
- Go-Live support within the terms of the agreement.

ASSUMPTIONS AND CONSTRAINTS

1. A 36-month commitment is required for service for Manatron applications. If the County decides to terminate the service at any point prior to the end of the 36-month commitment, the County will be responsible for the fees for the Manatron applications for the balance of the commitment.
2. Manatron will replicate the existing indexes, images, Anthem/GRM Recorder software, and Microsoft SQL Server database to the remote data center configuration. The County's current Anthem/GRM Recorder release level and configuration will not be changed.
3. Manatron will replicate the existing AgendaQuick data, images, and software to the remote data center and configure for disaster recovery. Public users will access AgendaQuick documents via the remote data center just like Anthem/GRM public users. The County's current AgendaQuick release level and configuration will not be changed except for the production and data center Cold Fusion licenses, which will be upgraded to Version 10.
4. Public Access for Anthem/GRM Recorder and AgendaQuick will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Anthem/GRM Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow ecommerce Public Access purchases, eRecording processing, and any other standard County Clerk business transaction. When the production server is back online, Manatron will coordinate through County IT to update the production server.
5. The County will be provided with 2TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
6. The term "real-time replication" can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
7. Data replication can be impacted by the telecommunication provided between the County and the data center.
8. The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
9. Manatron will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. This will include both database and images for the Manatron AgendaQuick applications. If the County requests that Manatron Technical Services restore the delivered backup data and images on the

local server, then a separate billable work order would be created based on the time and materials required to support the event.

10. Data and images housed in the Anthem/GRM Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 tiff. All data and images hosted in the data center are the property of the Fort Bend County Clerk.
11. The project schedule is subject to resource availability (both Manatron and County). Once contract acceptance has occurred, a project execution plan with a project schedule will be provided to the County for acceptance.
12. The County will be responsible for providing all Anthem/GRM Recorder production system hardware, infrastructure and environmental space, power requirements, and access by Manatron for installation testing to the data center and operation.
13. The County will provide the SSL Certificate for use with eCommerce and eRecording.
14. High-speed remote access to application and database server(s) must be provided to the Manatron project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between Manatron and the County in advance by the respective project managers.
15. The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
16. All documentation provided by Manatron is provided "as-is."
17. Manatron will provide training for County IS personnel as it relates to the configuration of the local SQL server database for transactional replication and troubleshooting. This will allow for a working knowledge of the solution and any interdependencies.
18. Manatron recommends running 100mbps Ethernet connections to the desktop.
19. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

DEFINITION OF SEVERITY LEVELS

Manatron shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and Manatron's responses are detailed in the Records Management Master Agreement dated October 9, 2007 between the County and Manatron.

PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Dianne Wilson, County Clerk	County Sponsor	281.341.8686 dianne.wilson@co.fort-bend.tx.us	Accepts deliverables; approves changes
Wade Peikert	Manatron Sponsor	866.917.4354 x7181 wade.peikert@manatron.com	Point of escalation; approves change.
Clay Elliott, IT Operations Manager	County Project Manager	281.341.4588 clay.elliott@co.fort-bend.tx.us	Monitors schedule and deliverables; coordinates County responsibilities.
TBD	Manatron Project Manager		Monitors schedule and deliverables; coordinates Manatron responsibilities.
TBD	Manatron Product Manager		Provides guidance to professional services staff.
TBD	Manatron Consultant(s)		Business analysis, training, and on-site support.
TBD	Manatron System Engineer(s)		Consultation and/or configuration of hosted servers, and County peripherals.
TBD	Manatron Development Lead		Testing and installation of software; conversion.

IMPLEMENTATION DELIVERABLES

Deliverables refer to what a project is to produce. With this HIPA Plus implementation project, the deliverables fall into several categories: hardware deliverables, software deliverables, remote data center deliverables, training deliverables, data/image conversion deliverables, documentation deliverables, and project management deliverables.

HARDWARE AND SOFTWARE DELIVERABLES

Hardware and software deliverables are listed at the beginning of this document. The County will confirm with Manatron all peripheral hardware in the existing configuration that will need to be utilized in the new configuration. Manatron will confirm with the County that any existing devices to be used in the new configuration meet minimum specifications and will function properly.

REMOTE DATA CENTER DELIVERABLES

Remote Data Center deliverables are described in "Attachment 3 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this Statement of Work. The County will be provided with 2 TB of data storage which should be sufficient based on current estimates. Manatron will be responsible for system set-up, configuration, and establishing communication with the County's network.

PROJECT MANAGEMENT DELIVERABLES

A detailed project plan and schedule will specify how the project will be managed. It will include detailed communication plans, roles and responsibilities, risk mitigation plans, and the change management process, including information on:

- Meeting minutes and status reports;
- Change requests;
- Risk management;
- Issue tracking.

COUNTY RESPONSIBILITIES

The County shall cooperate with Manatron and promptly perform the County's responsibilities to assist Manatron in its installation of the Manatron HIPA PLUS solution, including, but not limited to, those responsibilities set forth below.

SITE PREPARATION AND MAINTENANCE

The County shall:

- Prepare the local production site to facilitate communication between the data center and the Manatron Anthem/GRM Recorder and AgendaQuicksolutions in accordance with instructions provided by Manatron;
- Determine that the HIPA Plus hosting system meets requirements; and
- Provide access to the local production system as needed.

The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware, and the protection of wiring from any damage. This includes environments for testing, training, and production support.

COUNTY PROJECT MANAGER

The County shall appoint a project manager with sufficient time and technical expertise to ensure the timely achievement of the timeline and with sufficient authority to sign the acceptance criteria. Any delays caused by delays in appointing a project manager will extend Manatron's delivery and installation deadlines. The project manager will have authority to act for the County and make decisions regarding the day-to-day operations, provide information and materials to Manatron, provide access to the County's staff to answer questions, coordinate the County activities and responsibilities for the project, and communicate with Manatron concerning the County's performance. The County may change their project manager upon prior written notice to Manatron.

NON-MANATRON HARDWARE AND NON-MANATRON SOFTWARE ACQUISITION

The County shall acquire all necessary hardware, third-party software for the server (i.e., workstations, printers, scanners, firewall appliance, SSL certificates, etc.), and any other necessary third-party software not specified in this SOW directly from a hardware manufacturer, vendor, or other supplier within the time frames required by the project timeline.

ON-SITE OFFICE VISITS

Access to the County's facilities must be available to the Manatron project team members for the duration of any on-site visits. The date and times of the required access will be scheduled between Manatron and County project managers in advance of the visits. The County shall make office space available for Manatron personnel while on-site (a minimum of one (1) desk, one (1) telephone, and electrical outlets), and provide an analog phone line for remote connection.

ACCESS

The County will provide a secure connection for remote access to facilitate Manatron's support of the system. This can be accomplished via VPN connection for Manatron personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

NETWORK ADMINISTRATION AND OPERATING SYSTEM SECURITY

The County shall provide trained personnel to administer its network and manage its domain, including security access.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PROCEDURES

COMMUNICATIONS PLAN

In order to keep the County and Manatron project managers and the project team informed on the progress of the project, a communications plan will be created for the project execution plan. The communications plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and Manatron project managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

LOCATION OF PROJECT DOCUMENTS, DELIVERABLES AND FILES

Soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the Manatron project manager electronically and are available upon request.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

ISSUE-TRACKING STRATEGY

Issues may be identified by any project team member and escalated to the County and Manatron project managers for review.

- All issues will be logged, tracked and maintained by the Manatron project manager;
- The Issues Log (using Manatron's tracking system) will be made available to each stakeholder upon request;
- Project sponsors will be notified of any issues with potential risk to project scope, schedule, or cost.

ISSUE RESPONSE AND RESOLUTION

The Manatron and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed, and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates and schedules.

A Change of Scope is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the Manatron application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in Manatron's Change Management System. The County or Manatron can initiate these Change Requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide their rationale for not recommending the change.

Manatron will work jointly with the County to determine mutual interest in pursuing the Change Request. The County may accept or reject the proposed solution. Should mutual agreement be reached, Manatron shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

RISK CONTINGENCY OUTLINE

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, the impact to the project can be minimized if one of these issues occurs.

OUTLINED RISKS

The project plan will provide a description of the potential risks ("Risk Register") associated with this project, as well as suggested mitigation. A Risk Register is developed as a result of the findings completed in the planning phase. The Manatron project manager will work with the County project manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County project manager and the Manatron project manager and may increase the price of the project and/or require added time.

PRICE

The following outlines the HIPA Plus hosting services proposed.

Manatron HIPA Plus Hosting Services	Extended Price
HIPA Plus Hosting Services • HIPA Plus transactional data replication of Anthem/GRM Recorder and AgendaQuick production server to the Indianapolis data center • HIPA Plus Hosted Internet Public Access with eCommerce and eRecording • County to provide SSL certificate for eCommerce and eRecording • 2TB of storage Includes all Anthem/GRM Recorder and AgendaQuick server and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability. Includes Manatron Project Management, Technical Services and Database Services. • One-time set-up fee • Recurring Manatron applications monthly fee for 36 months (\$3,632.00 per month, or \$43,584.00 per year)	\$ 10,079.00 \$130,752.00
Total Fees for HIPA Plus Hosting Services	\$140,831.00

ATTACHMENT 1- AGREEMENT TO SOW

Statement of Work Agreed and Accepted:

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm all requests for software and/or services as outlined and at the prices indicated. This will be an addendum to the Records Management Master Agreement dated October 9, 2007 between the County and Manatron. All terms and conditions of that agreement will pertain.

Billing for HIPA Plus:

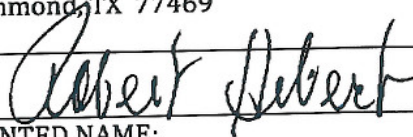
The set-up service fees (\$10,079.00) are due upon completion of system set-up.

Monthly billing of \$3,632.00 for HIPA Plus will begin upon the signing of Acceptance Form 1.

The total amount of one-time fees that will be billed to the County for set-up services is \$10,079.00. This total includes travel expenses. HIPA Plus hosting fees are \$3,632.00 per month for 36 months. The total fees for the full 36 months are \$140,831.00.

Fort Bend County, TX:

Manatron:

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY: 
PRINTED NAME: Robert E. Hebert	PRINTED NAME: Janet Buis-Miller
TITLE: County Judge	TITLE: Director of Finance and Accounting
DATE: June 26, 2012	DATE: June 25, 2012

This agreement is not effective until executed by all parties.

ATTACHMENT 2– ACCEPTANCE FORMS

ACCEPTANCE FORM 1 – HIPA PLUS COMPLETION OF SET-UP

Purpose:

The purpose of this acceptance form is for the County to sign off on that the remote data center is set up, to agree that the system is ready for testing with the County, to agree that Manatron should proceed to the next phase through the life cycle of this project, and to accept billing for this phase.

Outputs:

1. Manatron has conducted a project kick-off meeting with the County.
2. The project schedule has been delivered for the County to review.
3. The County server and infrastructure configuration at the HIPA Plus remote data center has been set up, and the index and image data is available for replication testing.
4. The Anthem/GRM Recorder and AgendaQuick applications and the Microsoft SQL server database have been loaded and configured at the data center.

These services were completed on _____.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Records Management Master Agreement dated October 9, 2007, the County will be billed 100% of the HIPA Plus set-up services price (\$10,079.00). Monthly billing of \$3,632.00 for HIPA Plus recurring fees will begin upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Fort Bend County, TX:

Manatron:

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 2 – GO-LIVE

Purpose:

The purpose of this acceptance form is for the County to sign off on the Go-Live phase and to agree that the HIPA Plus service is ready for production use.

Outputs:

1. Manatron has completed the set-up and testing of the replication of indexes and images with the Anthem/GRM Recorder and AgendaQuick production system.
2. Manatron has configured and tested Anthem/GRM and AgendaQuick Internet Public Access according to the County configuration.
3. The County has viewed and tested each of the system components and accepts the system.
4. The system is functioning as described in this Statement of Work with no Severity Level ONE issues outstanding. Any other outstanding issues have been documented for follow up with the support teams.
5. The County authorizes the system to move into production mode.

These items were completed on _____.

We, the undersigned, agree that this work is complete under the conditions of this Statement of Work and the Records Management Master Agreement dated October 9, 2007. The County agrees that this project is complete.

Fort Bend County, TX:

Manatron:

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ATTACHMENT 3 – MANAGED SERVICES HOSTING AGREEMENT

An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of Manatron's control that will temporarily affect the database replication. Manatron will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the Manatron applications. If the County decides to terminate the service, the County will be responsible for data center charges through the Manatron application's thirty-six-month commitment. Manatron reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability, and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay Manatron at the current published rates for reasonable remedial services resulting from the County's actions.

Manatron will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+ 1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

Infrastructure Availability:

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that Manatron fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing Manatron with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall

be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.

Incident Management Availability Matrix

<u>Infrastructure Availability Percentage</u>	<u>Credit Percentage</u>
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%

UPGRADE TO GRM RECORDER

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the services ^{and software} described in the Upgrade to GRM Recorder Statement of Work dated November 23, 2011, attached hereto as Exhibit A.

29

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: December 6, 2011

Manatron, Inc.:

By: Mary Gephart

Name: Mary Gephart

Title: V.P., HR & Admin.

Fort Bend County:

County Judge for Fort Bend County, TX

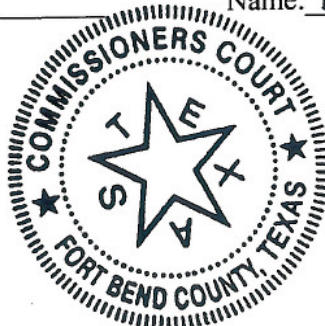
By: Robert Hebert

Name: Robert Hebert

County Clerk for Fort Bend County, TX

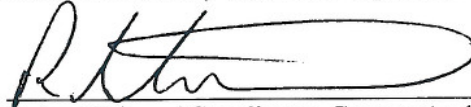
By: Dianne Wilson

Name: Dianne Wilson



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 289164.⁰⁰ to
accomplish and pay the obligation of Fort Bend County under this Agreement.

A handwritten signature in black ink, appearing to read 'R. Sturdivant', written over a horizontal line.

Robert Edward Sturdivant, County Auditor

EXHIBIT A

Manatron, Inc.

November 29, 2011
SOW TX110311FBC - Version 2.2
Prepared by: John Rickerby

Document submitted by Manatron, Inc.

Manatron Records Management Division

1807 Braker Lane Suite 400

Austin, TX 78758

Tel: 866-917-4354

Fax: 512-833-8343

Manatron Corporate Headquarters

510 East Milham Avenue

Portage, MI 49002

Tel: 269-567-2900

Fax: 269-567-2930

Proprietary Notice:

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PROJECT SUMMARY

Project:	Fort Bend County, Texas Implementation of Anthem to GRM Recorder Upgrade and Internet Public Access with eCommerce
Project Site:	Fort Bend County Clerk 301 Jackson Street Richmond, TX 77469
County Contact(s):	Dianne Wilson, County Clerk – 281.341.8686
Target Date of Implementation:	Detailed schedule with agreed-upon dates to be delivered in the Project Execution Plan during the planning phase.
Scope:	Business Process Analysis (BPA); GRM Recorder Software Upgrade, Internet Public Access with eCommerce, Software Configuration, and Testing; Index and Image Conversion; Training; and On-Site Support.
Technology:	Hardware - The County will provide all hardware and infrastructure. Manatron will provide and install all GRM Recorder-dependent third-party software to network peripherals. Software (see following table for software licenses included) - The County will receive the standard State of Texas configuration of the Manatron GRM Recorder software. The software deliverables from Manatron are listed in this Statement of Work. Deliverables outside the current functionality of the standard GRM Recorder suite may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to Manatron's Change Management Process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron and the County.

PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies Manatron and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE:

Servers will be set up with the GRM Recorder software, and the County internal public stations will be set up with Public Access version 2.7.x. Specific new third-party software will be added to bring the configuration up to current standards.

Item	Description	Number of Users	Comments
GRM Recorder Application Software Version 2.5 or greater	Modules include GRM Recorder Base System, eRecording, Automated Redaction, Custom Documents, Marriage Licenses, Online Marriage Applications, Vitals for Birth and Death with TER import utility.	Site license (unlimited users)	Assumes most recent functionality, including the Texas configuration of the GRM Recorder software, integration with aiIndex and existing configuration of AgendaLink.
GRM Recorder Public Access Version 2.7 or greater with eCommerce	Web-based search and retrieval for internal and Internet users; upgrade for internal Public Access stations.	Site license (unlimited users)	Implementation includes eCommerce.
ViewOne Java Viewer Version 3.0.98 or greater	Image viewer software for Public Access.	2 existing licenses	One license per URL.
Print Accelerator Licenses	Enhanced printing functions for Public Access.	2 existing licenses	One license per URL.
Lead Tools Document Imaging V 16.5 with PDF Read and Write Plug-ins	Image manipulation software.	55 user licenses	New licenses for all non-public workstations.
Lead Tools Plus OCR Workstation License	Image viewer OCR software.	5 workstation licenses	New licenses for the County.
Captiva Pix Tools Licenses	Scanning workstation software.	26 user licenses	New software (one license for each scanning workstation).
Microsoft SQL Server Database Software	SQL Server 2008.	Processor license	Will utilize existing County license.
SSL Certificate	128 SSL Certificate for eCommerce.	N/A	Will use existing County SSL certificate.

RECOMMENDED HARDWARE:

The County will provide all hardware and infrastructure. Any new peripheral hardware purchased by the County will be configured along with the remaining peripheral hardware utilizing existing network infrastructure. The County will be responsible for installing new peripheral hardware, and for providing any recommended changes to the network and bandwidth.

IMPLEMENTATION SERVICES:

Per this SOW, the following services will be provided for this project.

Description	Comments
Project Management Services	Manages overall project schedule, directs all Manatron resources, and acts as escalation point for project.
Business Process Analysis – maximum five (5) business days on site; one business analyst	Analysis of existing system functionality to transition to new GRM Recorder workflow with recommendations on configuration and workflow.
Software Configuration, Localization, and Quality Assurance.	Provided by development, QA, and consulting groups. Quoted price assumes that all software will be installed and/or configured within the project work schedule. Separation of install dates of software modules may result in billable services per the Change Control process defined in this document.
Configuration Workshop	Configuration of standard GRM Recorder suite to meet County localization needs as detailed by the Business Process Analysis.
Data Conversion	Includes conversion of existing Anthem index and images database.
Training – maximum of ten (10) business days on site; one trainer	On site, instructor led. Includes soft copy of training manuals for County to print.
On-Site Support – maximum of five (5) business days at Go-Live; one business analyst and trainer for GRM Recorder Go-Live	On-site assistance, troubleshooting, and support. County may contract with Manatron for subsequent on-site support trips through a change request.
Documentation	Standard Manatron soft documentation for user manuals, business process analysis, and project management.
Post Go-Live Support – maximum two trips for a total of seven (7) business days on site; one business analyst; first visit at least 30 days after Go-Live	GRM support activities for post-production environment. Dates and agenda will be formalized after Go-Live.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to implement the Manatron GRM Recorder solution into the County Clerk's office. This Statement of Work describes the project that Manatron is responsible for implementing. Upon contract signing, a subsequent Project Execution Plan will be jointly created by the Manatron and County project managers. The Project Execution Plan will detail how the project will be managed, including detailed communication, risk, and scheduling plans.

The software will replace the existing Anthem system and automate many manual processes, simplifying the workflow. The Manatron GRM Recorder software implementation project will facilitate the installation of the most recent standard configuration of the software (as demonstrated to the County) into the County's process scheme.

The project will be administered in the following phases:

- Project Planning—commences upon contract signing (or earlier);
- Kick-off;
- Business Process Analysis;
- Conversion of index data and images from Anthem into GRM Recorder;
- County server configuration, peripherals and workstation set-up;
- Configuration workshop and software review with County;
- Specialized training;
- Go-Live of GRM Recorder;
- On-Site Support.

SCOPE STATEMENT

This project is responsible for the Manatron GRM Recorder solution installation, training, on-site support, and set-up on the County servers. Specifically, this project entails:

- The specification of local County peripheral hardware;
- Configuration of server hardware;
- Configuration and installation of GRM Recorder software suite, including third-party software;
- Conversion of County index and image data;
- Instruction/training of County staff; and
- On-site support within the terms of this SOW.

ASSUMPTIONS AND CONSTRAINTS

1. Prior to beginning this project, the County will have had the opportunity to view a demonstration of GRM Recorder software products. All issues concerning outstanding functionality will be resolved prior to beginning this project or will be addressed through the Change Management Process (as defined later in this document).
2. This project includes the delivery of the current Texas standard configuration and setup. GRM Recorder software will be accepted "as is." GRM Recorder functionality described in this Statement of Work or any related contract and proposal documents will be provided as part of this project. "Attachment 1 - Change Request List" addresses known customizations and specific functionality requests that are to be addressed and included as part of this project, unless otherwise noted. Any additional changes to the software will be handled through Manatron's Change Management process and may be subject to additional charges and changes to scheduling.
3. Any new version releases of the software will be provided to the County at no additional charge provided the County is current on their maintenance agreement with Manatron.
4. Support fees include an annual SLA 4 on-site 3-4 day visit by a Manatron software consultant. This is in addition to the two post-Go-Live visits described under Implementation Services. The purpose of the SLA 4 visit is to address workflow efficiencies, retraining, enhancement reviews, support tickets, and other related topics.
5. Manatron GRM Recorder software includes the GRM Recorder platform for land records (includes all core functions, including recording/cashiering, scanning, indexing, reporting, image import, image export/archive, map/plats, printing, and system administration), eRecording, Automated Redaction, Vitals for birth and death with TER import utility, Marriage Licenses, and Internet web-based Public Access with eCommerce. Pricing assumes installation of the standard GRM Recorder software product and integration with aiIndex for Automated Indexing. No changes will be made to the existing AgendaLink software. GRM Automated Redaction will replace the current aiRedact automated redaction software. Any statutory requirements will be addressed during the analysis phase of the project. Such state requirements that require changes to the software will be handled through Manatron's Change Management process and may be subject to additional charges and changes to scheduling.
6. The County will provide and install any new servers, workstations, monitors, scanners, and printers. Manatron will configure new hardware and the remaining existing peripheral workstations, monitors, scanners, and printers. Manatron will provide all proposed workstation and server third-party software. Manatron will coordinate with County IT to migrate the existing hosted image replication from Anthem to GRM Recorder.
7. GRM Recorder standard reports will be configured for the County. Manatron's proposal includes eight (8) custom ad-hoc reports in GRM Recorder for this installation, if needed and documented as a requirement during the planning phase of the project. Additional reports outside the standard reports included with GRM Recorder could be subject to additional charges, and reports identified as being needed later in the project may be subject to additional services and charges.
8. This SOW includes implementation services and supporting third-party software for Internet Public Access with eCommerce. The County will use its existing SSL Certificate for eCommerce. Proposed implementation services assumes the use of an existing merchant interface. Development of a new merchant interface, such as with

Official Payments, would require a billable Change Request. This will be reviewed with the County during the BPA. The SOW also includes eRecording, which will use the same SSL Certificate.

9. Implementation services includes set-up and configuration for GRM Automated Redaction to replace aiRedact functionality for Social Security, driver's license, bank account, and debit/credit card numbers.
10. The analysis may reveal necessary changes in workflow, office set-up, or software functionality that could affect the hardware required, project timeline, or standard GRM Recorder functionality. Changes in software and hardware will be subject to the Change Management Process and appropriate pricing/scheduling.
11. High-speed remote access to application and database server(s) must be provided to the Manatron project team members at agreed upon times for conversion, development, testing, and installation. The date and times of the required access will be scheduled between Manatron and the County in advance by the respective project managers.
12. Manatron will convert record and image data from Anthem "as is." The County shall review the converted data. The County's sole remedy and Manatron's sole obligation for conversion shall be to correct any errors caused by conversion of the data by Manatron, as detected by the County. Manatron shall not be obligated to correct errors inherent in the data provided to Manatron. Data cleansing is not included in the scope of this project.
13. Manatron will set up the Custom Documents module for one document type with the implementation of this project. (Foreclosure notification has been recommended in Attachment 1.) Additional document types can be set up and are subject to additional charges. Any disputes in functionality prior to the data conversion will be subject to change control procedures and could delay the project. All differences will be reconciled in writing before the "live day" is rescheduled.
14. All documentation provided by Manatron is provided "as-is."
15. The County is solely responsible for software training and testing with all third parties (eSubmitters, other County agencies, etc.).
16. Manatron recommends running 100mbs Ethernet connections to the desktop.
17. Future technology refreshes for the County have not been included in the scope of this project.
18. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

DEFINITION OF SEVERITY LEVELS

Manatron shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and Manatron's responses are detailed in the Records Management Annual Software License and Maintenance Supplemental Agreement dated October 9, 2007 between Manatron and the County.

Project Stakeholders

Name	Role	Contact Information	Responsibility
Dianne Wilson, County Clerk	County Sponsor	281.341.8686 Dianne.Wilson@co.fort-bend.tx.us	Accepts deliverables; approves change.
Judy Peikert	Manatron Sponsor	866.917.4354 x7182 judy.peikert@manatron.com	Point of escalation; approves change.
Diane Shepard and Cindy Twardowski	County Project Managers	Diane - 281.341.8660 diane.shepard@co.fort-bend.tx.us Cindy - 281.341.8664 cindy.twardowski@co.fort-bend.tx.us I.T. - IT Technical Project Manager	Monitor schedule and deliverables; coordinate County responsibilities.
TBD	Manatron Project Manager		Monitors schedule and deliverables; coordinates Manatron responsibilities.
Marlys Gardner	Manatron Product Manager	866.917.4354 x7082 marlys.gardner@manatron.com	Provides guidance to professional services staff.
TBD	Manatron Consultant(s)		Business analysis, training, and on-site support.
TBD	Manatron System Engineer(s)		Consultation and/or configuration of hosted servers, and County peripherals.
TBD	Manatron Development Lead		Testing and installation of software; conversion.

IMPLEMENTATION DELIVERABLES

Deliverables refer to what a project is to produce. With this Manatron GRM Recorder implementation project, the deliverables fall into several categories: hardware and software deliverables, Manatron application software deliverables, training deliverables, data/image conversion deliverables, documentation deliverables, and project management deliverables.

HARDWARE AND SOFTWARE DELIVERABLES

Any hardware and software deliverables are listed at the beginning of this document. The County will confirm with Manatron all peripheral hardware in the existing configuration that will need to be utilized in the new configuration. Manatron will confirm with the County that any existing devices to be used in the new configuration meet minimum specifications and will function properly.

MANATRON APPLICATION SOFTWARE DELIVERABLES

The County will receive the standard Manatron GRM Recorder software configured for Texas. The specific software deliverables from Manatron are listed in this Statement of Work. Deliverables outside the current functionality of the standard GRM Recorder Suite or this Statement of Work may be subject to additional development and configuration.

Both Manatron and the County will mutually agree upon these deliverables, adhering to the Change Management Process.

TRAINING DELIVERABLES

All user training will include a combination of instructor lecture, hands-on instruction, and practice using the requisite system hardware and applications. Each user will receive an overview of how to navigate within the appropriate software operating system and attend specially tailored sessions on the use of the Manatron GRM Recorder product. Finally, each user will conduct a thorough hands-on training exercise, including all system functions operating together.

Manatron will work with the County to identify appropriate target audiences for training, confirm the location of the training facility, create a training schedule, and confirm attendance. The training plan will be outlined in the Project Execution Plan.

DATA/IMAGE CONVERSION DELIVERABLES

Manatron recommends that all historical index data be converted prior to going "live" with the new system. Going live with all historical data reduces the dependence on the existing system and boosts confidence in the new system. Generally, Manatron processes the data in two phases. Historical data up to a defined cut-off point will be converted by Manatron early in the project for the County to review. The weekend prior to "Live Day" (which will fall on a Monday), Manatron staff will process the data that was collected during the interim period between the beginning of the project and the "Live Day" weekend. Manatron will ensure that all index data and image data will be available to the County on the scheduled live date.

Manatron will create a detailed conversion strategy jointly with the County during the planning phase of this project.

DOCUMENTATION DELIVERABLES

Standard project documentation will be delivered on a CD-ROM disc by the end of on-site support phase. Items include documentation materials such as the end user, system administration user, and technical reference manuals from third-party vendors.

PROJECT MANAGEMENT DELIVERABLES

A detailed project plan and schedule will specify how the project will be managed. It will include detailed communication plans, roles and responsibilities, risk mitigation plans, and the change management process, including information on:

- Meeting minutes and status reports;
- Change requests;
- Risk management; and
- Issue tracking.

COUNTY RESPONSIBILITIES

The County shall cooperate with Manatron and promptly perform the County's responsibilities to assist Manatron in its installation of the Manatron GRM Recorder solution, including, but not limited to, those responsibilities set forth below.

SITE PREPARATION AND MAINTENANCE

The County shall:

- Prepare the installation site to facilitate integration of systems to be interfaced to the Manatron GRM Recorder solution in accordance with instructions provided by Manatron;
- Determine that the GRM Recorder system meets requirements; and
- Provide access to the building during on-site activities.

The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware, and the protection of wiring from any damage. This includes environments for testing, training, and production support.

COUNTY PROJECT MANAGER

The County shall appoint a project manager with sufficient time and technical expertise to ensure the timely achievement of the timeline and with sufficient authority to sign the acceptance criteria. Any delays caused by delays in appointing a project manager will extend Manatron's delivery and installation deadlines. The project manager will have authority to act for the County and make decisions regarding the day-to-day operations, provide information and materials to Manatron, provide access to the County's staff to answer questions, coordinate the County's activities and responsibilities for the project, and communicate with Manatron concerning the County's performance. The County may change their project manager upon prior written notice to Manatron.

NON-MANATRON HARDWARE AND NON-MANATRON SOFTWARE ACQUISITION

The County shall acquire all necessary hardware, third-party software for the server (i.e., workstations, printers, scanners, firewall appliance, SSL certificates, etc.), and any other necessary third-party software not specified in this SOW directly from a hardware manufacturer, vendor, or other supplier within the time frames required by the project timeline.

TRAINING

The County shall:

- Ensure trainee availability;
- Ensure availability of adequate training facilities and resources;
- Submit for training only those personnel who possess basic skills with Windows®-based programs (i.e., using a mouse, minimizing and maximizing windows, opening files, etc.);
- Identify employees to be trained and their job responsibilities on the Manatron GRM Recorder system;
- Submit for training only those personnel who are already proficient at performing similar or parallel legacy process tasks in County's business operation; and
- Provide detailed information regarding current business processes and access to management authorized to approve business process changes.

® Windows is a registered trademark of Microsoft Corporation in the United States and/or other countries.

CONVERSION DATA

If the County chooses to have Manatron convert its legacy data, the County shall:

- Be responsible for performing data cleansing, if needed. Manatron will analyze extracted data and provide data cleansing reports to assist County's data cleansing efforts (efforts that will need to be coordinated in conjunction with conversion activities or held until after Go-Live on the new system). The County will notify Manatron when the data is ready for conversion, and Manatron will convert the data to the Manatron GRM Recorder solution. At the completion of each conversion phase, the County shall approve the conversion acceptance criteria based upon the verification of the samples.
- Any delays in deliverables from the County to Manatron could result in extending Manatron's delivery and installation deadlines.

ON-SITE OFFICE VISITS

Access to the County's facilities must be available to the Manatron project team members for the duration of any on-site visits. The date and times of the required access will be scheduled between Manatron and County project managers in advance of the visits. The County shall make office space available for Manatron personnel while on-site (a minimum of one (1) desk, one (1) telephone, and electrical outlets), and provide an analog phone line for remote connection.

ACCESS

The County will provide a secure connection for remote access to facilitate Manatron's support of the system. This can be accomplished via VPN connection for Manatron personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

COOPERATION

The County shall provide space or move furnishings as required to facilitate various stages of Manatron GRM Recorder solution installation.

LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

NETWORK ADMINISTRATION AND OPERATING SYSTEM SECURITY

The County shall provide trained personnel to administer its network and manage its domain, including security access.

PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PROCEDURES

COMMUNICATIONS PLAN

In order to keep the County and Manatron project managers and the project team informed on the progress of the project, a Communications Plan will be created for the Project Execution Plan. The Communications Plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

PROJECT STATUS MEETINGS

The County and Manatron project managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

LOCATION OF PROJECT DOCUMENTS, DELIVERABLES AND FILES

Soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the Manatron project manager electronically and are available upon request.

ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

ISSUE-TRACKING STRATEGY

Issues may be identified by any project team member and escalated to the County and Manatron project managers for review.

- All issues will be logged, tracked and maintained by the Manatron project manager;
- The Issues Log (using Manatron's tracking system) will be made available to each stakeholder upon request;

- Project sponsors will be notified of any issues with potential risk to project scope, schedule, or cost.

ISSUE RESPONSE AND RESOLUTION

The Manatron and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed, and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates and schedules.

A Change of Scope is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the Manatron application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in Manatron's Change Management System. The County or Manatron can initiate these Change Requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide their rationale for not recommending the change.

Manatron will work jointly with the County to determine mutual interest in pursuing the Change Request. The County may accept or reject the proposed solution. Should mutual agreement be reached, Manatron shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

RISK CONTINGENCY OUTLINE

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, the impact to the project can be minimized if one of these issues occurs.

OUTLINED RISKS

The project plan will provide a description of the potential risks ("Risk Register") associated with this project, as well as suggested mitigation. A Risk Register is developed as a result of the findings completed in the planning phase. The Manatron project manager will work with the County project manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County project manager and the Manatron project manager and may increase the price of the project and/or require added time.

PRICE

The following outlines each new software module and the services provided. Replacement of Anthem software with GRM Recorder is identified as "included."

GRM Recorder Upgrade - Current and New Software Modules	Extended Price
GRM Recorder Land Records Texas configuration for recording, cashiering, scanning, and indexing, including: ▪ License for unlimited users (55 current users) ▪ Export/archive ▪ Map/plats ▪ Custom documents ▪ Automated Redaction of Social Security, driver's license, bank account, and debit/credit card numbers	Included
GRM Recorder Marriage Licenses, including PA Online Marriage Applications	Included
GRM Recorder Vitals for Birth and Death with TER import utility	Included
GRM Recorder Internet Public Access with eCommerce (unlimited license)	Included
GRM Recorder Internal Public Access (unlimited license – 16 current workstations)	Included
GRM eRecording	Included
AgendaLink	Included
aiIndex Automated Indexing	Included
Third-party software: • ViewOne Java Viewer (2 existing URL licenses) • Print Accelerator (2 existing URL licenses) • LeadTools Document Imaging V16.5 with Read and Write PDF Plug-Ins (for up to 55 workstations) • LeadTools Plus OCR (5 Workstation Licenses) • Captiva Pix Tools (for 26 scan workstations) •	Included Included \$5,197.00 \$1,688.00 \$3,949.00
Software Total	\$10,834.00
GRM Recorder Upgrade Services: • Project Management, Consulting, and Training • Development & DBA Services • Technical Services • Travel expenses included • Development of up to eight (8) custom reports • Change Requests per Attachment 1 (any additional customizations identified during the planning stages will follow the Change Management process and may result in additional charges)	\$166,916.00
Services Total	\$166,916.00

The following summarizes the annual GRM Recorder support fees, which start the first of the month next following Go-Live. Support fees include SLA 4 annual on-site consulting starting with the second year.

Annual Support Fees:

▪ GRM Recorder base system and sub-modules support fee	\$96,091.00
▪ Third-party software support fees	\$1,523.00
▪ Annual on-site SLA 4 software review and consulting	<u>\$4,800.00</u>
	\$102,414.00

Support fees beyond the term of those stated in this agreement are subject to annual increases.

The following summarizes the fees for this project:

Total One-Time Fees	\$177,750.00
Ongoing Annual Fees	\$102,414.00

Attachment 1 – Change Request List

GRM Recorder Demonstration

On April 21, 2011, Manatron conducted a demonstration of GRM Recorder for Fort Bend County. Following this meeting, a list of comments from an earlier “Wish List” interview were combined with staff comments from the demonstration to create this Change Request List and “Attachment 2 - Feature Request List.”

“Attachment 2 - Feature Request List” includes requested functionality not found in Anthem but which currently exists in GRM Recorder. The following Change Request List includes modifications that will be delivered with GRM Recorder and will be jointly prioritized with the County during the analysis phase of the project to determine if they will be delivered before Go-Live or after as part of a general release.

The change requests identified and reviewed are listed below. Additional requirements gathering is still ongoing for some of these modules, which may influence delivery dates and cost in some cases.

Issue ID	Summary	CHD Cost	Support	Comments
1.0	Allow multiple credit card payments	No charge		On current roadmap.
2.0	Request to print monthly and annual batch report for all eRecordings and not just today's.	Included in budget.		This is a custom report. Eight have been budgeted.
3.0	Can old marriage historic information be auto-purged?	Billable change request for Manatron to purge (not included in pricing).		GRM does not auto-purge marriage records. This will be reviewed during the BPA.
4.0	Foreclosures are posted in the Courthouse. Would like to be able to enter as one document for day, week, or month, and print as one continuous document instead of many.	No charge		It is recommended that this be set up in “Custom Documents” module. Services to set up one provided for in budget and as training to show County how to set up additional Custom Documents. Set-up can include searching through Public Access.
5.0	Expired foreclosures must be deleted by a certain date. Request to allow for deletion date and deletion.	No charge		Purge capability does not currently exist but will be added to roadmap as standard release.
6.0	In Vitals, would like an alert of a death indicator on a birth record.	No charge		In GRM, the user may mark the death indicator for a corresponding birth record. An alert or reminder function will be added to the roadmap for a future release.

Attachment 2 – Feature Request List

The following Feature Request List evolved out of a "Wish List" interview with the County and from a GRM Recorder demonstration to staff on April 21, 2011. The functionality listed does not exist in Anthem but is currently available in GRM Recorder. The County has requested that these items be configured and addressed during installation and training of GRM Recorder.

	Summary	CHD Cost	Comments
1	Inconsistent layout when indexing names. For example, Death and OPR (lastname/firstname - firstname/lastname)	Additional charge to change layout	In GRM, death and birth follow pattern of forms. Layout can be modified if requested.
2	In Anthem, duplicate numbers are a problem with imported vitals.	No charge	This has been resolved in GRM.
3	In Anthem, a scheme must be chosen for scanning births. Can this be defaulted in GRM?	No charge	GRM allows for this.
4	Ability to edit text on the screen for PA online marriages.	No charge	GRM retrieves the data when ready to proceed and then allows staff to edit.
5	Can PA eCommerce be used for standard copy requests and not have to involve staff?	No charge	Currently available for PA eCommerce with Anthem or GRM.
6	Would like to print a report for "spoiled" paper (who did it and trends).	No charge	Capability is currently available in GRM.
7	Request to print a seal for copies electronically and place it at the bottom of the copy.	No charge	Capability is currently available in GRM.
8	Would like the ability to print multiple copies of specific pages of death certificates (for example, multiple copies of Pages 1 and 2 but not 3).	No charge	Capability is currently available in GRM.
9	In eRecording, would like to be able to print a page versus just the whole document.	No charge	Capability is currently available in GRM.
10	Would like the ability to "batch out" eRecordings in IQA much like in standard indexing. Would be useful for annex.	No charge	Capability is currently available in GRM.
11	Request to be able to query receipts for Revenue Account Summary Report by department to run for departments requested versus all.	No charge	Capability is currently available in GRM.
12	In Anthem, when opening an image from search the image is displayed. If the document is not closed before searching again and opening another image, it will append the unclosed image to the new one.	No charge	Does not occur in GRM.
13	When in customer service, would like the receipt to default to the correct department.	No charge	Capability is currently available in GRM. Revenue is based on document type, which in turn is driven by the document group and service selected. Staff will only be able to pick allowed document types within a group and thus receipting will be within the correct department.

14	Can GF numbers be entered and reported?	No charge	If the GF number is entered at the time of recording, it will be listed in a column on a batch report that can be printed after receipting during the label printing step.
15	Would like Index Queue Batch report to remain as one for all locations versus separating batches by location and then printing separate pages.	No charge	Capability is currently available in GRM. The Work Status detail lists each document individually, no matter what batch or index queue they are in.
16	Ability to re-locate recording stamp on document in eRecording.	No charge	Available in Version 2.7.0.
17	In Work Status, would like to view details from all document types. Currently only the Common Queue will show detail.	No charge	Capability is currently available in GRM.
18	Request to have marriage app configurable/editable since it is subject to change by the state.	No charge	Within GRM, everything is adjustable within the template designer, even the shading. Manatron will respond to state changes.

ATTACHMENT 3- AGREEMENT TO SOW

Statement of Work Agreed and Accepted:

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm all requests for software and services as outlined and at the prices indicated. This will be an addendum to the Records Management Master Agreement and the Records Management Annual Software License and Maintenance Supplemental Agreement dated October 9, 2007 between the County and Manatron. All the terms and conditions of those agreements will pertain.

Milestones and Billing for GRM Recorder Upgrade:

Milestone 1 – 15% of professional services price (~~\$25,037.00~~) upon official project kick-off.

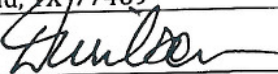
Milestone 2 – 35% of professional services price (~~\$58,421.00~~) and 100% of the total software price (~~\$10,834.00~~) upon completion of initial installation and set-up of software into the test environment.

Milestone 3 - Software review (not a billing milestone).

Milestone 4 – 15% of professional services price (~~\$25,037.00~~) upon completion on-site training.

Milestone 5 – 35% of professional services price (~~\$58,421.00~~) upon completion of conversion and Go-Live preparations.

The total amount of one-time fees that will be billed to Fort Bend County for software and services is **\$177,750.00**. This total includes travel expenses. Upon the first of the month next following Go-Live, annual support and maintenance fees of **\$102,414.00** will replace equivalent current Anthem fees. Any increase in fees will be pro-rated to the beginning of the next maintenance period. Support services will include SLA 4 onsite annual consulting. Support and maintenance fees will continue to be billed quarterly.

County:	Manatron:
Fort Bend County, Texas 301 Jackson Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY: 
PRINTED NAME: DIANNE WILSON	PRINTED NAME: Mary Gephart
TITLE: County Clerk	TITLE: V.P., HR & Admin.
DATE: 12/6/11	DATE: 11/30/11

This agreement is not effective until executed by all parties.

ATTACHMENT 4 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 – PROJECT KICKOFF

Purpose:

The purpose of this acceptance form is for the County to sign off on the kick-off phase, agree that Manatron should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs:

1. Manatron has conducted a project kick-off meeting with the County.
2. Manatron has conducted the on-site analysis.
3. The project milestone schedule has been delivered for the County to review.

This service was completed on _____.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Records Management Master Agreement and the Records Management Annual Software License and Maintenance Supplemental Agreement dated October 9, 2007, the County will be billed \$25,037.00 (15% of the professional services price) upon signing this acceptance. It is agreed to proceed to the next phase of this project.

County:**Manatron:**

Fort Bend County, Texas 301 Jackson Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 2 -

SOFTWARE INSTALLATION INTO TEST AND RECEIPT OF THIRD-PARTY SOFTWARE

Purpose:

The purpose of this acceptance form is for the County to sign off on the initial software set-up phase into the TEST environment, agree that Manatron should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs:

1. Database is installed and configured for Version 2.5 or greater;
2. Subset of hardware (as needed) is installed for testing purposes;
3. The County has received the third-party software specified in this SOW;
4. GRM Recorder application and third-party software are loaded into a test environment (this does not include custom installation of the application or County-specific configurations; this is the default installation only for testing purposes).

This service was completed on _____.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Records Management Master Agreement and the Records Management Annual Software License and Maintenance Supplemental Agreement dated October 9, 2007, the County will be billed \$69,255.00 (\$58,421.00 [35% of professional services price] plus \$10,834.00 [100% of total software price]) upon signing this acceptance. It is agreed to proceed to the next phase of this project.

County:	Manatron:
Fort Bend County, Texas 301 Jackson Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 – SOFTWARE REVIEW

Purpose:

The purpose of this acceptance form is for the County to sign off on software review and agree for Manatron to proceed to the next phase through the life cycle of this project.

Outputs:

1. Manatron has demonstrated that each component of the GRM Recorder system is installed and can perform the functions and business processes as defined and approved in this Statement of Work and the Business Process Analysis document.
2. All Severity Level One and Two issues have been assigned to a resource, and a projected closure date has been given to the County.

This service was completed on _____.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Records Management Master Agreement and the Records Management Annual Software License and Maintenance Supplemental Agreement dated October 9, 2007, the County agrees to proceed to the next phase of this project. This is not a billing milestone.

County:	Manatron:
Fort Bend County, Texas 301 Jackson Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 4 – TRAINING

Purpose:

The purpose of this acceptance form is for the County to sign off on the training phase, agree that Manatron should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs:

1. County users have completed training provided by an on-site Manatron consultant;
2. Soft copy manuals and/or end-user documentation have been provided.

This service was completed on _____.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Records Management Master Agreement and the Records Management Annual Software License and Maintenance Supplemental Agreement dated October 9, 2007, the County will be billed **\$25,037.00** (15% of the professional services price) upon signing this acceptance. It is agreed to proceed to the next phase of this project.

County:	Manatron:
Fort Bend County, Texas 301 Jackson Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 5 – GO-LIVE

Purpose:

The purpose of this acceptance form is for the County to sign off on the Go-Live phase, agree that the system is ready for production use, and accept billing for this phase.

Outputs:

1. Manatron has converted historical data and images to GRM Recorder format.
2. Any remaining hardware has been installed, as needed. Any defective hardware has been reported for follow-up.
3. Manatron has configured GRM Recorder to the Texas standard.
4. Manatron has configured internal Public Access according to the County configuration.
5. The County has viewed and tested each of the system components and accepts the system.
6. The system is functioning as described in this Statement of Work with no Severity Level ONE issues outstanding. Any other outstanding issues have been documented for follow up with the support teams.
7. The County authorizes the system to move into production mode.

This milestone was completed on _____.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Records Management Master Agreement and the Records Management Annual Software License and Maintenance Supplemental Agreement dated October 9, 2007, the County will be billed \$58,421.00 (35% of professional services price) upon signing this acceptance.

Upon the first of the month next following Go-Live, annual support and maintenance fees of \$102,414.00 will replace equivalent current Anthem fees. Any increase in fees will be pro-rated to the beginning of the next maintenance period. Support services will include SLA 4 onsite annual consulting. Support and maintenance fees will continue to be billed quarterly. It is agreed that this project is complete.

County:	Manatron:
Fort Bend County, Texas 301 Jackson Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

TX021510FBC

County requests, in writing, that the error be resolved with a priority code higher than the assigned level, the County will pay Manatron for that support on a time and materials basis at Manatron's then-current rates. The priority codes and responses are as follows:

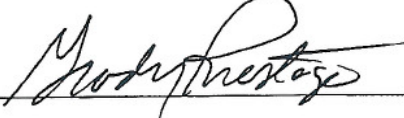
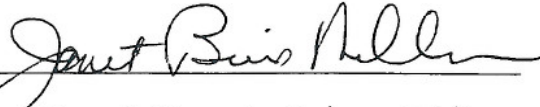
Priority	Definition/Impact
1/Critical	A system-wide problem; one that prevents the County from continuing fundamental business processes and causes an immediate impact on the County's business. No timely workaround exists.
2/High	A problem that affects one or more modules of the Manatron system; a problem that prevents the County from performing an important function of the County's normal business process. A workaround is not available.
3/Medium	System feature or peripheral hardware purchased by Manatron is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs; a problem that impacts individual users or workstations (not system-wide). The problem does not prevent operation of the software.
4/Low	Includes cosmetic issues such as misspellings, part of letters falling off the screen or report print-outs, incorrect punctuations, etc.; also includes problems that happen intermittently, for which root causes are being determined or which cannot be reproduced. This category is also used to characterize information requests. The problem has no business impact.

Agreement to this Change Request:

Execution of this Change Request will confirm the County's request for third-party software as outlined within this document. Manatron will bill the County 100% of the price of the third-party software **(\$738.00)** upon signature approval of this Change Request. This Change Request will serve as an addendum to the existing agreement with Manatron referenced previously. Except as modified hereunder, all the terms and conditions of that agreement will remain in full force and effect.

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This agreement is not effective until executed by both parties.

Fort Bend County	Manatron
Diane Shepard 301 Jackson Street Richmond, Texas 77469 281-342-3411	Manatron, Inc. 1807 West Braker #400 Austin, Texas 78758 866-471-2900
By: 	By: 
Grady Prestage, Commissioner Precinct 2 Presiding Officer, Commissioners Court, March 23, 2010	Printed Name: <u>Janet Buis-Miller</u>
Date: <u>3-23-2010</u>	Title: <u>Director, Finance & Accounting</u>
	Date: <u>2/18/10</u>

ATTACHMENT A

Purpose:

The purpose of this Attachment A is for the County to confirm completion of Change Request No. TX021510FBC.

Final Acceptance:

We, the undersigned, agree that the custom software, application software, hardware, and/or all third-party software have been moved into production, that there are no Severity Level ONE issues, and that Manatron has performed any professional services outlined in this CR. If the County does not take action to approve or reject this Attachment A, it is deemed accepted after five (5) business days have elapsed since the date of delivery.

We, the undersigned, agree that all work for this CR is complete.

Fort Bend County	Manatron
Diane Shepard 301 Jackson Street Richmond, Texas 77469 281-342-3411	Manatron, Inc. 1807 West Braker #400 Austin, Texas 78758 866-471-2900
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

UPGRADE TO AGENDA LINK VERSION 4.3
SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS
MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the licenses, products, and services described in the Upgrade to Agenda Link Version 4.3 Statement of Work dated February 15, 2010, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: February 18, 2010

Manatron, Inc.:

By: Janet Buis Miller

Name: Janet Buis-miller

Title: Director, Finance & Accounting

Fort Bend County:

County Judge for Fort Bend County, TX

By: Robert Hebert

Name: Robert Hebert

Date: March 2, 2010

County Clerk for Fort Bend County, TX

By: Dianne Wilson

Name: Dianne Wilson

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 738.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

A handwritten signature in black ink, appearing to read 'R. E. Sturdivant', written over a horizontal line.

Robert Edward Sturdivant, County Auditor

EXHIBIT A



Change Request

February 15, 2010

Diane Shepard
First Assistant to County Clerk
Fort Bend County
301 Jackson Street
Richmond, TX 77469

RE: Change Request – TX021510FBC. This Change Request is issued in conjunction with Master Agreement No. FB0002 dated October 9, 2007 between Manatron and the County.

Dear Diane:

Thank you for giving Manatron the opportunity to offer this proposal for assisting the County with this project. Attached is a summary of the work for this Change Request, with pricing and space for an authorized signature.

The pricing and scope contained in this Change Request are valid for 90 calendar days from the date shown above. Work scheduling will commence upon receipt of an executed copy of this Change Request signed by yourself or a duly authorized representative of the County. A summary of this Change Request is as follows.

Scope Summary:

As part of moving Agenda Link to production, Manatron will upgrade Fort Bend County to Agenda Link Version 4.3. This will require an upgrade of the County's existing Cold Fusion license to Version 9.

PRODUCTS/ SERVICES	SUMMARY DESCRIPTION	ONE-TIME PRICE	ANNUAL SUPPORT
Third-Party Software	Adobe Cold Fusion License Upgrade to Std V9	\$738.00	N/A
	TOTAL ESTIMATED PRICE	\$738.00	N/A

Manatron Account Manager: Randy Ray

Sincerely,

A handwritten signature in cursive script that reads "Vicki Bishop".

Vicki Bishop
Resource Coordinator

Description of Products and Services

Purpose and Business Need for the Request:

Manatron will upgrade Fort Bend County to Agenda Link Version 4.3.

Recommended Solution:

Agenda Link 4.3 requires an upgrade to Adobe Cold Fusion V9.

Responsibilities of the Parties:

The County's responsibilities include the following:

1. Provide Manatron access to the Agenda Link server.

Manatron's responsibilities include the following:

1. Manatron will purchase and install Cold Fusion V9 into Fort Bend County's Agenda Link server as part of the Agenda Link upgrade to Version 4.3

Exceptions and Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope, and pricing of this Change Request.

1. No additional software will be required for the Cold Fusion license upgrade to V9.

Acceptance of Products and Services with Deliverables:

For the purposes of this Change Request, project work shall be deemed accepted upon the completion of the listed milestones. Manatron will provide the County with an acceptance form, shown as Attachment A, as the project is completed. Upon delivery of Attachment A, the County shall have five (5) business days from the date of installation into the test environment to test and to notify Manatron in writing of any outstanding Severity Level ONE issues. At the expiration of those five (5) business days, if no Severity Level ONE issues are documented, Manatron will move the software into production and consider the software installment a completed deliverable.

Change Management Process:

This Change Request is offered and priced within the express scope of the Manatron-recommended solution and the listed payment milestones. The County may make additional scope requests at any time. These requests will result in the completion of additional Change Requests.

Services rendered by Manatron under the terms of this Change Request which exceed the scope of the estimated hours or other items set forth in this Change Request will be billed to the County at the standard hourly rate (minimum one hour). Hourly rates are subject to change.

Severity Level Definitions:

Manatron shall respond to any errors reported by the County based on the priority code assigned to such error. The County shall identify the priority code when it initially reports the error to Manatron. Manatron may, in its reasonable discretion, re-classify the error after its initial investigation. If the

PROBLEM REAL ESTATE RECORDS

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

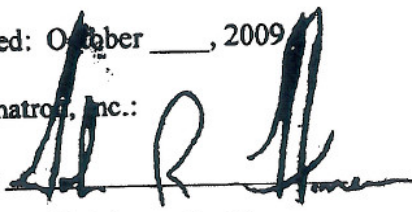
In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the services described in the Problem Real Estate Records Statement of Work dated September 21, 2009, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: October __, 2009

Manatron, Inc.:

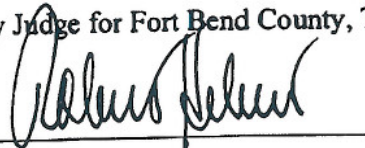
By: 

Name: John R. Hansen

Title: V.P. of Risk Management

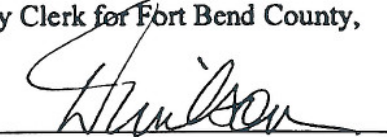
Fort Bend County:

County Judge for Fort Bend County, TX
TX

By: 

Name: Robert Hebert, County Judge
November 3, 2009

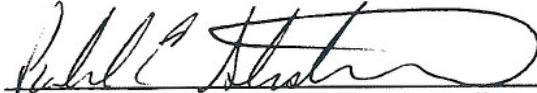
County Clerk for Fort Bend County,

By: 

Name: Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$5,890.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

A handwritten signature in black ink, appearing to read "Robert E. Sturdivant", written over a horizontal line.

Robert Edward Sturdivant, County Auditor

EXHIBIT A



Change Request

September 21, 2009

Dianne Wilson
County Clerk
Fort Bend County
310 Jackson
Richmond, TX 77469

Dear Dianne:

This Change Request ("CR") will confirm the request of the Fort Bend County's Clerk's Office for the listed professional services. This CR is issued in conjunction with Master Agreement No. FB0002 dated October 9, 2007 between Manatron and Fort Bend County. The pricing and scope contained in this CR are valid for 90 calendar days from the date shown above. Work scheduling will commence upon receipt of an executed copy of this CR signed by yourself or a duly authorized representative of Fort Bend County. The scope and implementation timeline for this CR are as follows.

CR No.	TX092109FBC	Date Submitted:	9/21/09
Client Name:	Fort Bend County, Texas	Software Module Name (if applicable):	
Name of Originator at Client Site:	Dianne Wilson	Manatron Account Manager:	Adrian Gonzales
Priority:	☐ Urgent ☒ Normal	Required Date (if urgent):	
Estimated Total Price:	\$5,890.00		
Estimated Delivery Date:	TBD		
Request Type:	☐ Application Software ☒ Professional Services ☐ Hardware ☐ Third-Party Software		

Brief Description of Services: For Real Estate Documents, identify and remediate data as described in Manatron proposal dated June 1, 2009, Items 1, 2, 3, and 7 only. The proposal is included for reference as Attachment C. The services to be performed are described under Change Request Scope.

Price Breakdown:**PROFESSIONAL SERVICES**

DESCRIPTION	PRICE
Project Management (Fixed Price)	\$ 690.00
Development Services (Fixed Price)	\$3,600.00
# 2 Purge and # 3 Correction Services (Estimated Price)	\$1,600.00
TOTAL ESTIMATED PROFESSIONAL SERVICES	\$5,890.00

TOTAL ESTIMATED PRICE

SUMMARY OF PRICES	DESCRIPTION	EST. PRICE	ANNUAL SUPPORT
Professional Services	Project Management, Development Services, and # 2 Purge and # 3 Correction Services	\$5,890.00	N/A
	TOTAL ESTIMATED PRICE	\$5,890.00	N/A

Payment Terms:

Payments for software, hardware, and/or professional services delivered hereunder shall be made as follows:

MILESTONE	DESCRIPTION	PRICE
Milestone 1	50% of total Fixed Price Services upon signing of this Change Request.	\$2,145.00
Milestone 2	50% of total Fixed Price Services upon completion and acceptance of Fixed Price Services.	\$2,145.00
Milestone 3	100% of total Estimated Price Services for # 2 Purge and # 3 Correction upon completion and final project acceptance. This amount will be replaced by the price of the actual services authorized by the County.	\$1,600.00

There is no additional annual maintenance fee for this Change Request.

Change Request Scope

Purpose:

Fort Bend County would like Manatron to assist them in identifying problem Real Estate records in the existing Anthem database.

Recommended Solution:

Manatron will identify problem Real Estate records with index data errors that stemmed from an old conversion project, identify records with indexes but no images, check the database for all records with an "unknown" document type, and check dates for odd dates.

Responsibilities of the Parties:

The County's responsibilities include the following:

1. The County will provide Manatron with VPN access to the Anthem database.
2. The County will review the list of problem records identified by Manatron.
3. The County will provide Manatron with written authorization to purge or correct data after County review where these services are identified as included in this Change Request (Items 1 and 4 listed below).

Manatron's responsibilities include the following:

1. Identify problem Real Estate records using the date value of 01/01/1901 and seven-digit instrument numbers except for plats (these records will primarily be in Deed Books 1-236); sort and list the records for the County to review (these records will be purged once the list has been approved by the County) -- #1 in Attachment C.
2. Identify Real Estate records with indexes but no images; sort and list the records for the County to review -- #2 in Attachment C.
3. Check the database and list all Real Estate records with a document type of "unknown" (this search would be extended to address all Real Estate records); provide the list to the County for review -- #3 in Attachment C.
4. Check Real Estate document dates for odd dates and correct those dates that can be changed programmatically (for example, documents with dates that are too early or are in the future will indicate an incorrect document date) -- #7 in Attachment C.

Exceptions and Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope, and pricing of this CR.

1. Manatron will be identifying problem Real Estate records as described above. If the County would like to include other modules such as Vitals (Birth, Death) or Marriage, a separate Change Request will be required.
2. Data purging and correction is included for Manatron responsibilities # 1 and # 4 above. Data purging and correction services for # 2 and # 3 above cannot be accurately quoted until the problem records are identified. Once identified, a description of the services and actual hours required will be provided to the County for authorization to proceed. A budget estimate of 8 hours has been set aside as part of the price quoted.

Acceptance of Scope and Work Output:

For the purposes of this CR, project work shall be deemed accepted upon the completion of the listed payment milestones. Manatron will provide the County with written Deliverable Acceptance Statements ("DAS's"), shown as Attachments A and B, as the second and third milestones are completed. Upon delivery of Attachment A, the County will have twenty (20) business days to provide authorization for purging or correcting the data identified for Items #1 and # 4. If the County does not provide authorization for purging or correcting the data identified for Items # 1 and # 4 within twenty (20) business days, Manatron will consider the service completed and delivered.

Upon delivery of Attachment B, the County will have five (5) business days to accept the DAS or provide a written explanation for their failure to accept the milestone as completed. If the County does not take action to approve or reject the DAS, the DAS is deemed accepted after five (5) business days have elapsed since the date of delivery.

Change Management Process:

This CR is offered and priced within the express scope of the Manatron-recommended solution and the listed payment milestones. The County may make additional scope requests at any time. These requests will result in the completion of additional Change Requests.

Services rendered by Manatron under the terms of this CR which exceed the scope of the estimated hours or other items set forth in this CR will be billed to the County at the standard rate of \$200 per hour (minimum of one hour). This rate is subject to change.

ATTACHMENT A

Purpose:

The purpose of this Deliverable Acceptance Statement (DAS) is for the County to confirm completion of Milestone No. 2 associated with Change Request No. TX092109FBC.

Milestone No. 2 – Completion and Acceptance of Fixed Price Services:

Manatron has completed the Fixed Price Services as outlined in this agreement. This does not include the Estimated Services for Items # 2 and # 3 or customizations not specific to this CR. If the County does not provide authorization for purging or correcting the data identified for Items # 1 and # 4 within twenty (20) business days, Manatron will consider the service completed and delivered.

We, the undersigned, agree that work is complete and that under the conditions of this Change Request, the County will be billed 50% of the total price of the Fixed Price Services (\$2,145.00) upon signing this Deliverable Acceptance Statement.

Fort Bend County	Manatron
Dianne Wilson 310 Jackson Richmond, TX 77469 281-344-3952	Manatron, Inc. 1807 West Braker #400 Austin, Texas 78758 866-471-2900
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT B

Purpose:

The purpose of this Deliverable Acceptance Statement (DAS) is for the County to confirm completion of Milestone No. 3 associated with Change Request No. TX092109FBC.

Milestone No. 3 – Completion of Estimated Price Services and Final Acceptance:

We, the undersigned, agree that the Estimated Price Services as authorized by the County for Items # 2 and # 3 have been completed. If the County does not take action to approve or reject this Final Acceptance, this DAS is deemed accepted after five (5) business days have elapsed since the date of delivery.

We, the undersigned, agree that work is complete and that under the conditions of this CR, the County will be billed 100% of the price of the services authorized by the County for Items # 2 and # 3. The amount to be billed is the actual amount authorized by the County and replaces the original estimated price of **\$1,600.00.** Billing will occur upon signing this Deliverable Acceptance Statement.

Fort Bend County	Manatron
Dianne Wilson 310 Jackson Richmond, TX 77469 281-344-3952	Manatron, Inc. 1807 West Braker #400 Austin, Texas 78758 866-471-2900
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT C

June 1, 2009

Diane Shepard
Chief Deputy
Fort Bend County Clerk
310 Jackson
Richmond, TX 77469

Subject: OPR Data Cleansing

Dear Diane,

In our last conversation about data cleansing we discussed the background and characteristics of the index data errors contained in Anthem OPR records. To summarize, the County contracted a vendor several years ago to scan old records. The data delivered contained numerous errors but they weren't discovered until after conversion had already started. The vendor was replaced by a new vendor who then re-scanned the records and completed the project as envisioned.

Today, Anthem OPR contains both the original bad data and the replacement records. The bad data can be largely identified as indexes with a file date of 01/01/1901 and a document type of "unknown," or as indexes with no image attached. The instrument number for bad data also contains a seven-digit instrument number. This, however, should not be confused with seven-digit plat instrument numbers.

Identifying these records will require sorting the database to create lists of potential candidates. The first three items on the list below address the primary items requested. The additional items represent other areas that you may wish to consider as part of a thorough analysis.

1. Identify problem records using the date value of 01/01/1901 and seven-digit instrument numbers except for plats (these records will primarily be in Deed Books 1-236); sort and list the records for the County to review; once the list is approved the records can be purged – **8 hours** (Real Estate only).
2. Identify records with indexes but no images; sort and list the records for the County to review. – **4 hours** per module. Real Estate is assumed but other documents such as Birth, Death, etc., can be processed. If requested, these records will likely require additional hours to purge.
3. Check the database and list all records with a document type of "unknown"; this search would be extended to address all Real Estate records – **2 hours**. Depending on what is found and what is requested, additional time may be required to cure these records.
4. Identify the list of document types that exist in Real Estate and compare this list to the code table of allowed document types in Anthem - **4 hours** (Real Estate only). Consolidating document types to those allowed in the code table would require additional time. Allow approximately **8 hours** for this.
5. Data integrity checks: Review the database to identify indexes that do not have at least one grantor and grantee. A similar review to confirm legal description entries could be run at the same time. A placeholder of "empty" could be created in the open field for County staff to identify and replace with any corrections. – **4 hours**. Additional hours may be required if the County wants to do more.

6. Sort documents based on book number: Identify the number of documents in a book, books containing more than one year in the file date, etc. The purpose would be to identify inconsistencies that may identify errors. – **2 hours** (Real Estate only). Any data fixes would likely require additional time.
7. Check dates for odd dates (for example, dates that are too early or in the future) – **4 hours** (Real Estate only). Includes identifying and fixing.
8. Identify any document numbers which are not sequential or where there are gaps (depending on the numbering scheme used in pre-Anthem systems this might not be useful) – **4 hours** (Real Estate only). Additional time may be required for any fixes.
9. Sort the index database for orphan records: Identify any grantor, grantee, or legal without a parent document. These would typically be data errors that could be purged following review with the County – **2 hours** (Real Estate only).
10. Orphan image check: Similar to #9 but for images that are not related to indexes. This may not be needed since it doesn't harm data integrity. The benefit would be in freeing up system resources by eliminating unused image files. This would require reading each file in the file directory (for known Anthem shares) and cross checking them to the index – **60 hours**.
11. Image integrity check: Validate the TIF image files for page count versus the page count in the index. This will require running software to go through each image and will take quite a while – **32 hours**.

The hours shown are development hours only. To the items selected we would add approximately 15-20% more hours for Project Management. The hourly rates are \$200 for development and \$173 for Project Management. Please note that a few items may require additional time for purging or corrections services that could not be estimated. Any additional hours will depend on what is found and what the County would need.

Please let me know if you need any additional information or a formal proposal for specific items. I can be reached directly at (972) 839-7415 or john.rickerby@manatron.com.

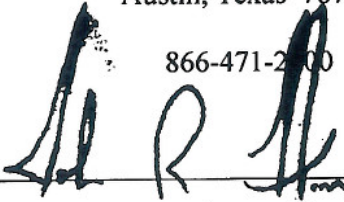
Respectfully yours,

John Rickerby
Manatron, Inc.

Milestone No. 1 – Agreement and Acceptance:

Execution of this Change Request will confirm the County's request of professional services as outlined within this document. Manatron will bill the County 50% of the total price of the Fixed Price Services (\$2,145.00) upon signature approval of this Change Request.

This Change Request will serve as an Addendum to the existing Agreement with Manatron referenced previously. Except as modified hereunder, all the terms and conditions of that Agreement will remain in full force and effect.

Fort Bend County	Manatron
Dianne Wilson 310 Jackson Richmond, TX 77469 281-344-3952	Manatron, Inc. 1807 West Braker #400 Austin, Texas 78758 866-471-2000
By: _____	By:  _____
Printed Name: _____	Printed Name: <u>John R. Hansen</u>
Title: _____	Title: <u>V.P. of Risk Management</u>
Date: _____	Date: <u>10/23/09</u>

This agreement is not effective until executed by both parties.

SERVER REPLACEMENT

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

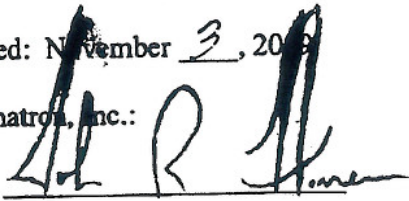
In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the services described in the Server Replacement Statement of Work dated October 23, 2009, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: November 3, 2009

Manatron, Inc.:

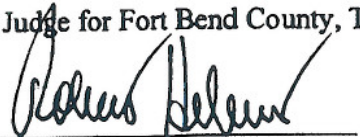
By: 

Name: John R. Hansen

Title: V.P. of Risk Management

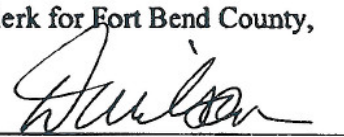
Fort Bend County:

County Judge for Fort Bend County, TX
TX

By: 

Name: Robert Hebert, County Judge

County Clerk for Fort Bend County,

By: 

Name: Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 5,190.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

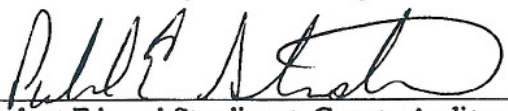

Robert Edward Sturdivant, County Auditor

EXHIBIT A



Change Request

October 23, 2009

Dianne Wilson
County Clerk
Fort Bend County
301 Jackson Street
Richmond, TX 77469

Dear Dianne:

This Change Request ("CR") will confirm the request of the Fort Bend County Clerk's Office for the listed professional services. The pricing and scope contained in this CR are valid for 90 calendar days from the date shown above. Work scheduling will commence upon receipt of an executed copy of this CR signed by yourself or a duly authorized representative of Fort Bend County. The scope and implementation timeline for this CR are as follows.

CR No.	TX102309FBC	Date Submitted:	
		10/23/2009	
Client Name:	FORT BEND COUNTY	Software Module Name	ANTHEM
Name of Originator at Client Site:	DIANNE WILSON	Manatron Account Manager:	ADRIAN GONZALES
Priority:	☐ Urgent ☒ Normal	Required Date (if urgent):	
Estimated Total Price:	\$5,190.00		
Estimated Delivery Date:	TBD		
Request Type:	☐ Application Software ☒ Professional Services ☐ Hardware ☐ Third-Party Software		

Brief Description of Services: Fort Bend County ("FBC") will be replacing their Web and eRecording servers since support is nearing end of life on each of them. FBC will need to have Manatron configure the new servers.

Price Breakdown:**PROFESSIONAL SERVICES**

DESCRIPTION	PRICE
Configuration of servers, "Test" environment installation, "Test" database updates, support with FBC testing, "Production" re-configuration, and Go-Live support.	\$5,190.00
TOTAL PROFESSIONAL SERVICES	\$5,190.00

TOTAL ESTIMATED PRICE

SUMMARY OF PRICES	DESCRIPTION	PRICE	ANNUAL SUPPORT
Professional Services	Configuration of servers, "Test" environment installation, "Test" database updates, support with FBC testing, "Production" re-configuration, and Go-Live support.	\$5,190.00	N/A
	TOTAL ESTIMATED PRICE	\$5,190.00	N/A

Payment Terms:

Payments for software, hardware, and/or professional services delivered hereunder shall be made as follows:

MILESTONE	DESCRIPTION	PRICE
Milestone 1	25% of total project price upon signing of this Change Request.	\$1,297.50
Milestone 2	50% of total project price upon installation of custom software, application software, and/or third-party software into a test environment; also, any hardware is billed upon receipt.	\$2,595.00
Milestone 3	25% of total project price upon Final Acceptance.	\$1,297.50

Change Request Scope

Purpose:

Fort Bend County has purchased two new servers to replace the current Web server and eRecording server. Fort Bend County will need Manatron to assist with the configuration, installation to the "Test" and "Production" environments, testing, and Go-Live support.

Recommended Solution:

Fort Bend County will handle the OS installation, partitioning of drives, IIS asp.net installation, and any patches. At this point Manatron will handle all configurations for use with the appropriate applications.

Responsibilities of the Parties:

The County's responsibilities include the following:

1. Partition servers with Manatron to use D partition;
2. Install Oracle, IIS asp.net, and any relevant patches;
3. Configure the "Test" and "Production" database connections and TNS entries;
4. Test configurations done in "Test" and "Production;"
5. Back up of any relevant data from existing servers.

Manatron's responsibilities include the following:

1. Configure servers to work with appropriate applications for both "Test" and "Production" environments;
2. Apply any updates needed to "Test" database;
3. Support Fort Bend County with testing and Go-Live.

Exceptions and Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope, and pricing of this CR.

1. Fort Bend County has purchased and will be responsible for all hardware.

Acceptance of Scope and Work Output:

For the purposes of this CR, project work shall be deemed accepted upon the completion of the listed payment milestones. Manatron will provide the County with written Deliverable Acceptance Statements (“DAS’s”), shown as Attachments A and B, as the second and third milestones are completed. Upon delivery of Attachment A, the County shall have five (5) business days from the date of installation into the test environment to test and to notify Manatron in writing of any outstanding Severity Level ONE issues. At the expiration of those five (5) business days, if no Severity Level ONE issues are documented, Manatron will move the software into production and consider the software installment a completed deliverable.

Upon delivery of Attachment B, the County will have five (5) business days to accept the DAS or provide a written explanation for their failure to accept the milestone as completed. If the County does not take action to approve or reject the DAS, the DAS is deemed accepted after five (5) business days have elapsed since the date of delivery.

Change Management Process:

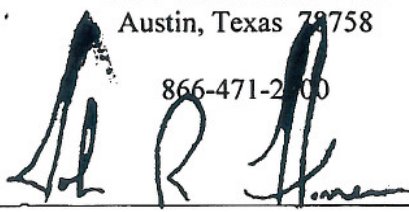
This CR is offered and priced within the express scope of the Manatron-recommended solution and the listed payment milestones. The County may make additional scope requests at any time. These requests will result in the completion of additional Change Requests.

Services rendered by Manatron under the terms of this CR which exceed the scope of the estimated hours or other items set forth in this CR will be billed to the County at the standard rate of \$173 per hour (minimum of one hour). This rate is subject to change.

Milestone No. 1 – Agreement and Acceptance:

Execution of this Change Request will confirm the County's request for professional services as outlined within this document. Manatron will bill the County 25% of the total price of the project **(\$1,297.50)** upon signature approval of this Change Request.

This Change Request will serve as an Addendum to the existing Agreement with Manatron referenced previously. Except as modified hereunder, all the terms and conditions of that Agreement will remain in full force and effect.

Fort Bend County	Manatron
Dianne Wilson 301 Jackson Street Richmond, Texas 77469 281-341-8686	Manatron, Inc. 1807 West Braker #400 Austin, Texas 78758 866-471-2100
By: _____	By:  _____
Printed Name: _____	Printed Name: <u>John R. Hansen</u>
Title: _____	Title: <u>V.P. of Risk Management</u>
Date: _____	Date: <u>10/29/09</u>

This agreement is not effective until executed by both parties.

ATTACHMENT A

Purpose:

The purpose of this Deliverable Acceptance Statement is for the County to confirm completion of Milestone No. 2 associated with Change Request No. TX102309FBC.

Milestone No. 2 – Software Installation and Hardware Delivery:

Manatron has configured the new Web and eRecording servers into the “Test” environment as outlined in this agreement. This does not include any customizations or configurations not specific to this CR. The County shall have five (5) business days from the date of installation into the test environment to test and to notify Manatron in writing of any outstanding Severity Level ONE issues. At the expiration of those five (5) business days, if no Severity Level ONE issues are documented, Manatron will make the configuration changes in production and consider the agreement a completed deliverable.

We, the undersigned, agree that work is complete and that under the conditions of this CR, the County will be billed 50% of the total project price **(\$2,595.00)** upon signing this Deliverable Acceptance Statement.

Fort Bend County	Manatron
Dianne Wilson 301 Jackson Street Richmond, Texas 77469 281-341-8686	Manatron, Inc. 1807 West Braker #400 Austin, Texas 78758 866-471-2900
By: _____	By: _____
Printed Name: _____	Printed Name: <u>Adrian Gonzales</u>
Title: _____	Title: <u>Account Manager</u>
Date: _____	Date: _____

ATTACHMENT B**Purpose:**

The purpose of this Deliverable Acceptance Statement is for the County to confirm completion of Milestone No. 3 associated with Change Request No. TX102309FBC.

Milestone No. 3 – Final Acceptance:

We, the undersigned, agree that the configurations of the Web and eRecording servers are completed in production, that there are no Severity Level ONE issues, and that Manatron has performed all professional services outlined in this CR. If the County does not take action to approve or reject this Final Acceptance DAS, this DAS is deemed accepted after five (5) business days have elapsed since the date of delivery.

We, the undersigned, agree that work is complete and that under the conditions of this CR, the County will be billed the remaining 25% of the total project price **(\$1,297.50)** upon signing this Deliverable Acceptance Statement.

Fort Bend County	Manatron
Dianne Wilson 301 Jackson Street Richmond, Texas 77469 281-341-8686	Manatron, Inc. 1807 West Braker #400 Austin, Texas 78758 866-471-2900
By: _____	By: _____
Printed Name: _____	Printed Name: <u>Adrian Gonzales</u>
Title: _____	Title: <u>Account Manager</u>
Date: _____	Date: _____

**DISTRICT CLERK ANTHEM CONFIGURATION
SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS
MANAGEMENT MASTER AGREEMENT**

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the services described in the District Clerk Anthem Configuration Statement of Work dated July 22, 2009, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: August 5, 2009

Manatron, Inc.:

By: Janet Buis Miller

Name: Janet Buis Miller

Title: Director, Finance & Accounting

Fort Bend County:

County Judge for Fort Bend County, TX
TX

By: Robert Hebert

Name: Robert Hebert

August 11, 2009

County Clerk for Fort Bend County,

By: Dianne Wilson

Name: Dianne Wilson

81204 2 orig. ret. to
Cheryl at Purchasing

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 6920.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.


Robert Edward Sturdivant, County Auditor

EXHIBIT A



Dianne Wilson
Fort Bend County
301 Jackson St
Richmond, TX 77469

August 5, 2009

RE: TX-CHD494594 – Configuration and Set-Up of Anthem Courts to Allow the District Clerk's Office to Scan Criminal Cases into Anthem Courts

Dear Dianne,

Thank you for giving Manatron the opportunity to offer this proposal for assisting the County with configuration and set-up of Anthem Courts to allow the District Clerk's Office to scan criminal cases into Anthem Courts. Attached is a Statement of Work that describes Manatron RM Change Request 494594, with pricing and space for an authorized signature.

This offer is valid for 90 calendar days. Work scheduling will commence upon receipt of the Customer Acceptance Form signed by yourself or a duly authorized representative of Fort Bend County.

Total Price for Manatron Services – TX-CHD494594: \$6,920.00

- Conversion of an available tab in Anthem Courts to allow the District Clerk's Office to scan cases into Anthem Courts;
- Configuration of Public Access to allow for secure access viewing by District Clerk users.

Sincerely,

Adrian Gonzales
Account Manager
866-917-4354 x7293

Description of Services and Products

TX-CHD 494594 – Configuration and Set-Up of Anthem Courts to Allow the District Clerk's Office to Scan Criminal Cases into Anthem Courts

Purpose:

Fort Bend County is moving to a TSG case management solution, but that implementation was recently delayed nine months. Fort Bend County would like to scan cases from the District Clerk's Office into Anthem Courts until they go online with TSG Odyssey for case management. At that time Fort Bend County will convert the District Clerk's records to TSG, and the District Clerk's Office will stop using the system. Fort Bend currently has three available Anthem licenses that it will use for the District Clerk personnel.

Solution:

Fort Bend County's responsibilities include the following:

1. Providing all hardware, including scanners, label printers, and PCs;
2. Providing specifications of PC's to be used so that Manatron can remotely configure PC's for scanners and label printers;
3. Administration set-up, network access, internet access, and security for District Clerk users;
4. Training new District Clerk users; and
5. Purchasing VRS Pro for two (2) Fujitsu 5750c scanners to be used by the District Clerk's Office.

Manatron's responsibilities include the following:

1. Conversion of an available tab in Anthem Courts to accept District Clerk criminal cases;
2. Configuration of Anthem Public Access for password access by District Clerk employees;
3. Remote installation of VRS Pro on two (2) Fujitsu 5750c scanners;
4. Up to six (6) hours of remote support for configuration of three (3) PC's for scanners and label printers; and
5. Up to four (4) hours of remote instruction and support for user set-up.

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope, and pricing of this Change Request.

1. The District Clerk's Office will use three (3) of the County Clerk's existing Anthem user licenses and be responsible for any third-party software.
2. Any available tab in Anthem Courts will be converted for scanning District Clerk cases.

3. Minimum indexed data will include:
 - a. Case number, date filed, and one party name for cases.
 - b. Document type, date recorded, and number of pages for documents.
4. Data will be captured and scanned at document level and not the event level.
5. District Clerk scanners will use labels identical to what is already configured for the County Clerk.
6. Any additional storage requirements due to the District Clerk scanning will be handled by the County.
7. The District Clerk's Office will use existing Fujitsu 5750c scanners for which VRS Pro software will be necessary to use with Anthem.

Acceptance Criteria:

Manatron has converted an available tab in Anthem Courts and set up District Clerk access through Anthem Public Access, and the District Clerk's office is successfully scanning cases.

Change Management Process:

This proposal is offered and priced within the express scope of the Manatron-suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at the following standard rates (minimum of one hour):

Training Services / Business Consulting	\$173
System Consulting / Hardware Engineering	\$173
Software Quality Assurance	\$173
Data Conversion Services	\$173
SW Engineering Services	\$173
SW Architecture Services	\$173

(*Rates subject to change)

These documents contain proprietary confidential information and trade secrets of Manatron, Inc. No part of these documents should be (a) reproduced; (b) published in any form by any means, electronic or mechanical, including photocopy or information storage or retrieval system; or (c) disclosed to any third party, except for the sole purpose of evaluating the documentation, without the express prior written authorization of Manatron, Inc., subject to the requirements of the Texas Public Information Act.

©2008 Manatron, Inc. Anthem is a trademark of Manatron.

FORT BEND COUNTY, TEXAS -- TX-CHD494594

Customer Acceptance Form

Agreed and Accepted:

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm Fort Bend County's request for professional services as outlined and at the price indicated. This will be an Addendum to any existing Agreement(s) with Manatron, and all the terms and conditions of that Agreement(s) will pertain.

Fort Bend County:

Name: Fort Bend County
Address: 301 Jackson St.
Richmond, TX 77469

Primary Phone: 281-341-4515

By: 

Printed Name: Robert Hebert

Title: County Judge

Date: 8-11-09

Manatron:

Manatron, Inc.
1807 West Braker Lane, Suite 400
Austin, TX 78758

866-917-4354

By: 

Printed Name: Janet Buis Miller

Title: Director, Finance and Accounting

Date: 8-5-2009

This agreement is not effective until executed by all parties.

FORT BEND COUNTY, TEXAS – TX-CHD494594

ATTACHMENT 1

Project Acceptance Form

The purpose of this Project Acceptance Form is for Fort Bend County to accept that Manatron has met all criteria and that the system is in operation at Fort Bend County.

Purpose:

The purpose of this Project Acceptance Form is for the County to confirm work is complete as detailed in TX-CHD494594.

Outputs:

1. Manatron has converted an available tab in Anthem Courts to accept criminal cases from the District Clerk's Office, and new District Clerk users are successfully scanning.
2. Anthem Public Access has been configured for password access by District Clerk employees.
3. Manatron has provided up to six (6) hours of remote support for configuration of three (3) PC's to work with Fort Bend County's scanners and label printers.
4. Manatron has provided up to four (4) hours of remote instruction and support for user set-up.

We, the undersigned, agree that work is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed \$6,920.00 upon signing this Project Acceptance Form.

Fort Bend County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond, TX 77469

Primary Phone: 281-341-4515

Manatron:

Manatron, Inc.
1807 West Braker Lane, Suite 400
Austin, TX 78758

866-917-4354

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

PHASE 1 REMOTE VAULTING

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the licenses, products, and services described in the Phase 1 Remote Vaulting Statement of Work dated March 10, 2009, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: May 8, 2009

Manatron, Inc.:

By: [Signature]

Name: Greg Estrelin

Title: VP, Records Mgmt

Fort Bend County:

County Judge for Fort Bend County, TX

By: [Signature]

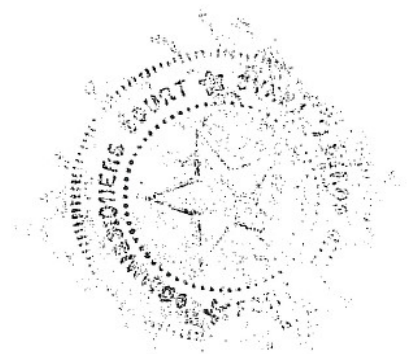
Name: Robert E. Hebert

Date: May 12, 2009

County Clerk for Fort Bend County,

By: [Signature]

Name: Dianne Wilson



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 68,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this Agreement.

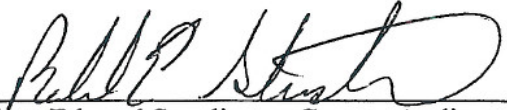

Robert Edward Sturdivant, County Auditor

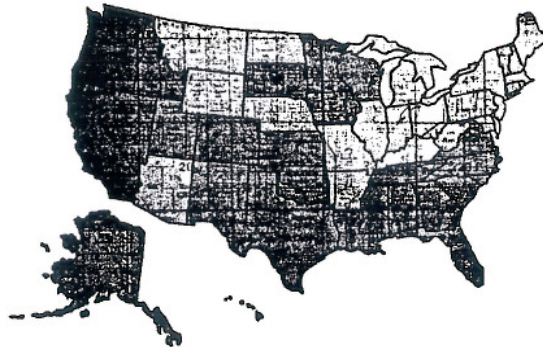
EXHIBIT A



Manatron, Inc.

Phase 1 Remote Vaulting Fort Bend County, Texas

Version 2
3/10/2009



Remote Vaulting and Recovery Services

Manatron is proposing to provide the Fort Bend County Clerk with Anthem remote vaulting and data recovery services in a phased implementation. This initial proposal is designed to address the initial phase. For this phase we will utilize the Cyrus One Houston Data Center which is a high availability Tier 4 facility.

The Fort Bend County Clerk's current Anthem configuration includes an aging UNIX application server, an Oracle database and a single SAN where images are stored. It is recommended that each of these components be upgraded or expanded over the next several months to support the County's goal for disaster recovery and business continuity.

Description of Services

The first step in this process would be for the County to purchase a new SAN. This SAN would provide redundancy for the existing SAN where one SAN is used as part of the production system and the other SAN is housed at Cyrus One. A data communication line will need to be established between the County and Cyrus One with a minimum 10 megabit capacity.

With this minimal configuration in place the County Clerk's images will be able to be mirrored and secured to the remote SAN. This is an important first step, for in the event of an impending disaster it would currently take days to fully backup the images. This is beyond the safe window for most events, including hurricanes, and should be addressed.

If the County completes the purchase of the SAN within the next several weeks, there should be sufficient time to install the SAN at Cyrus One and work with IT to test and implement image mirroring prior to the start of hurricane season. This proposal includes the cost for setting up and providing this hosting service and providing a 10 megabit communication line to the county.

Mirroring images addresses only one piece of a disaster recovery plan. The next areas that need to be addressed are the UNIX server and Oracle database. The UNIX server would take days or even weeks to replace in the event of a disaster and the current version of Oracle is not capable of providing transactional replication of data.

It is recommended that the UNIX server be replaced with an Intel server and that the Oracle database be migrated to Microsoft SQL Server. With this step mirroring could now include the SQL Server database and indexes in addition to the images to provide a fully protected offsite copy of the complete system.

It is recommended that this migration be completed, if possible, before August when the Texas coast is historically most vulnerable to hurricanes. Adding the SQL database and indexes to the SAN will not increase the cost of monthly hosting services and can be addressed under this proposal. The cost of the new Intel server, Microsoft SQL Server database, and Oracle to SQL Server migration is outside of this proposal.

Next Steps

With the completion of Step Two, protection has been provided for the database, indexes and images which will reduce the length of time required to respond to a disaster. Additional steps will need to be taken to provide full disaster recovery and business continuity.

The next phase should address the replacement of the existing SAN and the addition of a second Intel server configuration. The 2nd SAN would allow for the retirement of the existing SAN which is nearing the end of manufacture support. The second Intel server would be located in the Cyrus One facility to provide redundancy to the production server.

With this step transactional replication could be implemented to keep both sites in sync at all times and failover could be addressed to provide business continuity. The addition of the server and managed services would be outside of the current proposal and would require a change to the agreement and pricing.

Phase 1 - Remote Vaulting & Data Recovery Services <i>Fort Bend County, Texas</i> March 10, 2009	
Phase 1 Remote Vaulting & Data Recovery Services • Service includes hosting of remote SAN to enable mirroring of images from production SAN ◦ Fort Bend will provide the SAN ◦ Manatron will provide a 10-meg communication link from the hosting facility to the County • Mirroring of indexes and SQL Server Database is optional with the County's migration from the current UNIX server and Oracle database. ◦ No additional cost for hosting ◦ Migration services are not included in this proposal. • Monthly reoccurring fee for CyrusOne Houston site ◦ Hosting = \$521 ◦ 10-meg line setup one time fee = \$2,600 ◦ 10-meg line monthly fee = \$1,275 per ◦ Based on 36 month contract • Establishing the fiber will require approximately 60 days	
Total fees for 36 months	\$67,256.00

MIGRATION FROM ORACLE TO SQL SERVER 2005

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the licenses, products, and services described in Statement of Work TX022509FBC dated February 25, 2009, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: March 6, 2009

Manatron, Inc.:

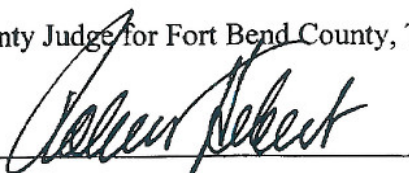
By: 

Name: GREG EFFERIN

Title: VP, RECORDS MGMT

Fort Bend County:

County Judge for Fort Bend County, TX

By: 

Name: Robert Hebert
March 17, 2009

County Clerk for Fort Bend County,

By: 

Name: Dianne Wilson

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 359,570.00 ^{RSL} ^{3/27/09} to accomplish and pay the obligation of Fort Bend County under this Agreement.


Robert Edward Sturdivant, County Auditor

EXHIBIT A



Dianne Wilson
Fort Bend County Clerk
301 Jackson St
Richmond TX 77469

February 25, 2009

RE: Migration from Oracle to SQL Server 2005

Dear Dianne,

Thank you for giving Manatron the opportunity to offer this proposal for assisting the County with migrating from Oracle to Microsoft SQL Server 2005. Attached is the Statement of Work with pricing and space for your signature.

This offer is valid for 90 calendar days. Work scheduling will commence upon receipt of the below customer acceptance signed by yourself or a duly authorized representative of Fort Bend County.

Services:

Database Migration Services from Software Development	\$21,200.00
Database Migration Services from Engineering Services / DBA	\$11,557.00
Project Management and Team Project Meetings	\$ 3,200.00

Total Cost:	\$35,957.00
--------------------	--------------------

Migration to SQL Server 2005 is to be provided under Change Order TX022509FBC to the Manatron Records Management Annual Software License and Maintenance Supplemental Agreement. Fort Bend County will purchase the SQL Server 2005 database license separately. There is no impact on current maintenance pricing.

Sincerely,

John Rickerby

Statement of Work - Description of Services

Migration of Production Database from Oracle to SQL Server 2005.

Purpose:

Fort Bend County would like to move from their current Oracle database to SQLServer 2005.

Solution:

Fort Bend County responsibilities include the following:

1. Provide Intel based server and sufficient storage space for SQL data migration.
2. Participate in all Project Meetings and provide any required information or documentation for database migration.
3. Provide remote system access to Manatron Development and DBA groups for set-up, configuration, testing, and migration of Anthem data.
4. Provide technical support and assistance to Manatron Development and DBA groups for set-up, configuration, testing, and migration of Anthem data.
5. Review, test, and approve Anthem data and high level functionality in the new SQLServer database.
6. Assist with configuration of all client workstations for use of the new SQL Server production instance
7. Confirm operation of any non-Manatron software or interfaces.

Manatron Responsibilities include the following:

1. Provide a project schedule
2. Establish a meeting plan, schedule and participate in project meetings with the County
3. Install SQLServer 2005
4. Migrate production data to SQLServer database.
5. Configure Anthem, Public Access, Export, Courts, AgendaLink, aiIndex and aiRedact interfaces to work with the new SQLServer database without any loss of functionality.
6. Perform configuration of all client workstations for use of the new SQL Server production instance.
7. Perform basic remote operational testing.
8. Provide on-site presence for "go-live" at the new location to help troubleshoot and resolve any issues arising from the above listed Manatron responsibilities.

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope and pricing of this change order.

1. The above listed County responsibilities to be met prior to Manatron arrival. Any delays or failures to meet those listed could result in subsequent delays by Manatron or require additional services not included in this quote.
2. The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware as well as the protection of wiring from any damage. This includes environments for test, training, and production support.
3. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future hardware upgrades or replacement of equipment. No hardware purchases are included in the scope of this project.
4. All Anthem functionality and all data/images will be moved 'as-is.' This project does not include services for changes to the Anthem functionality or any data cleansing.

Acceptance Criteria:

1. Manatron has migrated the production database from Oracle to SQL Server 2005.
2. Manatron has conducted operational testing and there are no unresolved Critical issues with the new database.
3. County has conducted functional (user acceptance) testing and there are no unresolved critical issues with the new database.

Change Management Process:

This Statement of Work is offered and priced within the express scope of the Manatron suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at Manatron's standard rates hourly rate. (minimum of one hour):

Acceptance and Billing Milestones:

Milestone 1 (Attachment 1) – Project Kick-Off Meeting (25 % of the contract value): \$8,989

Milestone 2 (Attachment 2) – Set-up of conversion instance and data migration (50% of the contract value): \$17,979

Milestone 3 (Attachment 3) – Go-Live Authorization (25% of the contract value) \$8,989

These documents contain proprietary confidential information and trade secrets of Manatron, Inc. No part of these documents should be (a) reproduced; (b) published in any form by any means, electronic or mechanical, including photocopy or information storage or retrieval system; or (c) disclosed to any third party, except for the sole purpose of evaluating the documentation, without the express prior written authorization of Manatron, Inc., subject to the requirements of the Texas Public Information Act.

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Agreed and Accepted:

SIGNATURES

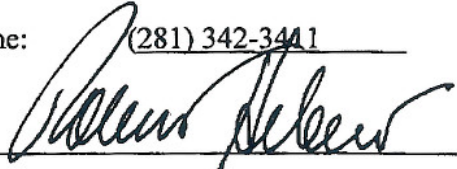
We, the undersigned, accept this document as a stable work product to be used in the delivery of project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm your request for services as outlined and at the priced indicated. This will be an Addendum to your existing Agreements with Manatron, and all the terms and conditions of that Agreement will pertain.

County:

Name: Fort Bend County
Address: 301 Jackson Street
Richmond, TX 77469

Phone: (281) 342-3441

By: 

Printed Name: Robert Hebert

Title: County Judge

Date: March 17, 2009

Manatron:

Manatron, Inc.
1807 Braker Ln, Ste.400
Austin, TX 78728

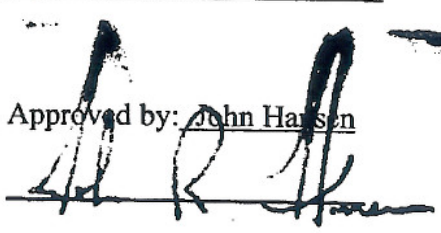
(866) 917-4354

By: 

Printed Name: GREG EFFREIN

Title: VP, RECORDS MGMT

Date: 3/6/09

Approved by: 

Director of Risk Management

This agreement is not effective until executed by all parties.

ATTACHMENT 1: Acceptance Form – Billing Milestone 1 Project Kick-Off

Purpose

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed below.

Outputs

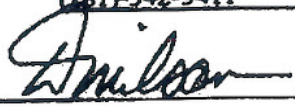
1. Project Kick-Off meeting has been completed
2. County has reviewed and approved the project schedule

I, the undersigned, agree that work (Milestone 1) is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed \$8,989.00 upon signing this acceptance.

County:

Name: Fort Bend County
Address: 301 Jackson
Richmond, TX 77469

Phone: (281)-342-3411

By: 

Printed Name: DIANNE WILSON

Title: COUNTY CLERK

Date: 5/13/09

Manatron:

Manatron, Inc.
1807 Braker Ln. Ste. 400
Austin, TX 78728

(866) 917-4354

By: 

Printed Name: ADRIAN GONZALES

Title: ACCOUNT MANAGER

Date: 5.13.09

ATTACHMENT 2: Acceptance Form – Billing Milestone 2 Set-up and Data Conversion

Purpose

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed below.

Outputs

1. Manatron has purchased and installed SQL Server 2005.
2. Manatron has created a new SQL Server 2005 production instance with a subset of production data.
3. Manatron has configured Anthem, Public Access, Export, Courts and the aiIndex and aiRedact interfaces to the work with the new SQL Server database without any loss of functionality.
4. Manatron has completed basic operational testing of Anthem, Public Access, Export, Courts and the aiIndex and aiRedact interfaces with the new SQL Server database.
5. Manatron has authorized the County to begin user acceptance testing and data review.

I, the undersigned, agree that work (Milestone 2) is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed \$17,979.00 upon signing this acceptance.

County:

Name: Fort Bend County
Address: 301 Jackson
Richmond, TX 77469

Phone: (281) 342-3411

Manatron:

Manatron, Inc.
1807 Braker Ln, Ste.400
Austin, TX 78728

(866) 917-4354

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 3: Acceptance Form – Billing Milestone 3 Go-Live Authorization

Purpose

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed in this Statement of Work. This is the final acceptance form, and project is deemed complete.

Outputs

1. Manatron has migrated all production data to the new SQL Server production instance.
2. County has completed user acceptance testing for Anthem, Public Access, Export, Courts and the aiIndex and aiRedact interfaces without any loss of functionality. There are no unresolved critical issues (Severity 1 or 2).
3. County has completed the review of the converted data. There are no unresolved critical issues (Severity 1 or 2).
4. All client workstations have been configured for use of the new SQL Server production instance.
5. County authorizes Manatron to go-live with the new SQL Server production instance.
6. There are no (severity 1 or 2) critical issues related to implementation and within the scope of the solution.
7. Manatron has scheduled a project wrap-up meeting

I, the undersigned, agree that work (Milestone 3) is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed \$8,989.00 upon signing this acceptance.

County:

Name: Fort Bend County
Address: 301 Jackson
Richmond, TX 77469

Phone: (281) 342-3411

By: _____

Printed Name: _____

Title: _____

Date: _____

Manatron:

Manatron, Inc.
1807 Braker Ln, Ste.400
Austin, TX 78728

866-917-4354

By: _____

Printed Name: _____

Title: _____

Date: _____

Fort Bend Oracle to SQL Migration PROJECT SUMMARY SHEET

Customer: Fort Bend County TX
SELECT LEVEL

INITIAL PROJECT - FIRST YEAR

Category	Hours	Cost	Revenue	GM%
AS Software & Admin Software		\$0.00	\$0.00	0.0%
Hardware		\$0.00	\$0.00	0.0%
Managed Software		\$0.00	\$0.00	0.0%
Application/Database Software		\$0.00	\$0.00	0.0%
Other Software		\$0.00	\$0.00	0.0%
Total Software & Software		\$0.00	\$0.00	0.0%
Project Administration	16	\$896.00	\$3,200.00	72.0%
Consulting	0	\$0.00	\$0.00	0.0%
Consulting - SP/AR/AR/AR/AR	0	\$0.00	\$0.00	0.0%
Consulting - Training	0	\$0.00	\$0.00	0.0%
Consulting - Site Prep	0	\$0.00	\$0.00	0.0%
Development - Core/AR/AR	0	\$0.00	\$0.00	0.0%
Development - Endcap	106	\$8,162.00	\$21,200.00	61.5%
Development - QA	0	\$0.00	\$0.00	0.0%
Technical Services - AR/AR	24	\$1,488.00	\$4,800.00	69.0%
Technical Services - AR	32	\$1,216.00	\$6,400.00	81.0%
Other - Professional Fees		\$0.00	\$0.00	0.0%
Total Professional Services	178	\$11,762.00	\$35,600.00	67.7%
Total		\$357.00	\$357.00	0.0%
Total Total		\$357.00	\$357.00	0.0%
Custom Services		\$0.00	\$0.00	0.0%
Total Custom Services		\$0.00	\$0.00	0.0%
First Year AR & Admin Software		\$0.00	\$0.00	0.0%
Total Annual Hardware Maintenance		\$0.00	\$0.00	0.0%
Total Annual AR/AR/AR/AR/AR		\$0.00	\$0.00	0.0%
Total Annual AR/AR/AR/AR/AR		\$0.00	\$0.00	0.0%
Other Software Maintenance		\$0.00	\$0.00	0.0%
Total Annual AR/AR/AR/AR/AR		\$0.00	\$0.00	0.0%
Total Annual Hardware Maintenance		\$0.00	\$0.00	0.0%
Total Annual Maintenance		\$0.00	\$0.00	0.0%
TOTAL FIRST YEAR		\$12,118.00	\$35,657.00	63.3%
Discount		\$0.00	\$0.00	
TOTAL FIRST YEAR DISCOUNT		\$12,118.00	\$35,657.00	63.3%
Commissions		\$1,118.00		
TOTAL AFTER COMMISSIONS		\$11,000.00	\$35,657.00	63.3%
LESS MAINTENANCE & OTHER FEES		\$0.00	\$0.00	
TOTAL FIRST YEAR NET REVENUE		\$11,000.00	\$35,657.00	63.3%
TOTAL IMPLEMENTATION & FIRST YEAR		\$11,000.00	\$35,657.00	63.3%

TOTAL PRICE WITHOUT HARDWARE \$35,957.00
MARGIN WITHOUT HARDWARE \$22,759.29
63%

MANATRON

Dianne Wilson
Fort Bend County
301 Jackson St
Richmond, TX 77469-3108

March 13, 2009

CHD480433-NetMinutes Implementation (Stand-alone Services)

Dear Dianne,

The County has requested that the implementation of the NetMinutes and AgendaLink contract be split into two separate project implementations for the Fort Bend County Clerk's office. NetMinutes will be installed by April 30, 2009 based on the understanding that the County now prefers to install this application separate from AgendaLink. There is currently no targeted implementation date for AgendaLink, as this is dependent on the County's preferred scheduling. Start of the AgendaLink Implementation phase of this project should not exceed 4/30/2010.

The attached change request CHD480433 describes the scope of the work to be performed as a result of splitting this project into two separate phases (the original project pricing assumed training and go live originally to be in conjunction). The below NetMinutes services are in addition to the original AgendaLink contract and will be incurred at the time of the NetMinutes install. The acceptance forms for this Change Order will now also change the original acceptance forms for the project as well, see attached.

This offer is valid for 30 calendar days. Work scheduling will commence upon receipt of the below customer acceptance signed by yourself or a duly authorized representative of Fort Bend County.

Manatron Services in addition to the original AgendaLink contract:

- | | |
|-----------------------|--------|
| • Project Management | \$2400 |
| • Consulting | \$1600 |
| • Consulting-Training | \$2000 |
| • Mileage | \$ 135 |

Total Cost for CHD480433: \$6135

Sincerely,
Cam Ray
Project Manager
866.917.4354 x 7011



Description of Services and Products

CHD480433-- NetMinutes Implementation (Stand-alone Services)

Purpose:

In order to support separate implementations of NetMinutes and AgendaLink in Fort Bend County, Manatron will require additional project management, consulting and training hours.

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope and pricing of this change order.

1. County has extended the Go-Live date of AgendaLink indefinitely, not to exceed a project start of 4/30/2010 and is subject to review.
2. Manatron will provide additional project management during the AgendaLink phase of the project, assuming that the project duration once rescheduled does not exceed 8 weeks. These hours will be comprised of managing the project, providing status updates and monitoring the project during the extended time.
3. Assumes no work by Manatron between completion of Phase I NetMinutes installation and beginning of Phase II AgendaLink installation.
4. Manatron will provide extended consulting support of during the AgendaLink phase of the project. These hours will be comprised of issue resolution, weekly status meetings and best practices consulting.
5. Manatron will provide a maximum of three 2-hour remote sessions for training admin and end users on NetMinutes. AgendaLink 2-hour remote training sessions will be reduced from 6 to 5.
6. Manatron will provide a maximum of one 4-hour on-site session for support at NetMinutes Go-Live.
7. The Acceptance Sign-offs in this document will supersede those in the previously signed Statement of Work.

Change Management Process:

This proposal is offered and priced within the express scope of the Manatron suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at the standard hourly rate (minimum of one hour).



These documents contain proprietary confidential information and trade secrets of Manatron, Inc. No part of these documents should be (a) reproduced; (b) published in any form by any means, electronic or mechanical, including photocopy or information storage or retrieval system; or (c) disclosed to any third party, except for the sole purpose of evaluating the documentation, without the express prior written authorization of Manatron, Inc.

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MANATRON

NetMinutes Implementation (Stand-alone Services)

This offer is valid for 30 calendar days, and third party software pricing is subject to change. Work scheduling will commence upon receipt of the below customer acceptance signed by a duly authorized representative of the County.

Agreed and Accepted:

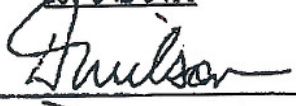
We, the undersigned, accept this Change Order as a stable work product to be used in the delivery of the project described herein and at the price indicated. Any deviation from this Change Order is to be handled through Manatron's Change Management Process.

This Change Order will confirm your request of hardware, software and/or services as outlined and at the price indicated.

County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond, TX 77469-3108

Phone: 281-342-3411

By: 

Printed Name: DIANNE WILSON

Title: COUNTY CLERK

Date: 3/12/09

Manatron:

Manatron, Inc.
1807 West Braker Lane, Suite 400
Austin, TX 78758

866-917-4354

By: 

Printed Name: CAM RAY

Title: PROJECT MANAGER

Date: 3/12/09



4/23/09

MANATRON

AGENDALINK SOFTWARE

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron") and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall replace the existing Commissioners Court module with AgendaLink as described in the Manatron Statement of Work "AgendaLink" TX111908FBC dated November 19, 2008. The Manatron Statement of Work is attached hereto as Exhibit A.

2. The total price for AgendaLink software and services is \$75,300.00.

3. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: 12/11/08

Manatron, Inc:

By: [Signature]

Name: GREG EFFREW

Title: VP, Records Mgmt

County Judge for Fort Bend County, TX

By: [Signature]

Name: Robert Hebert

January 13, 2009

County Clerk for Fort Bend County, TX

By: [Signature]

Name: DIANNE WILSON



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$75,300 to accomplish and pay the obligation of Fort Bend County under this Agreement.

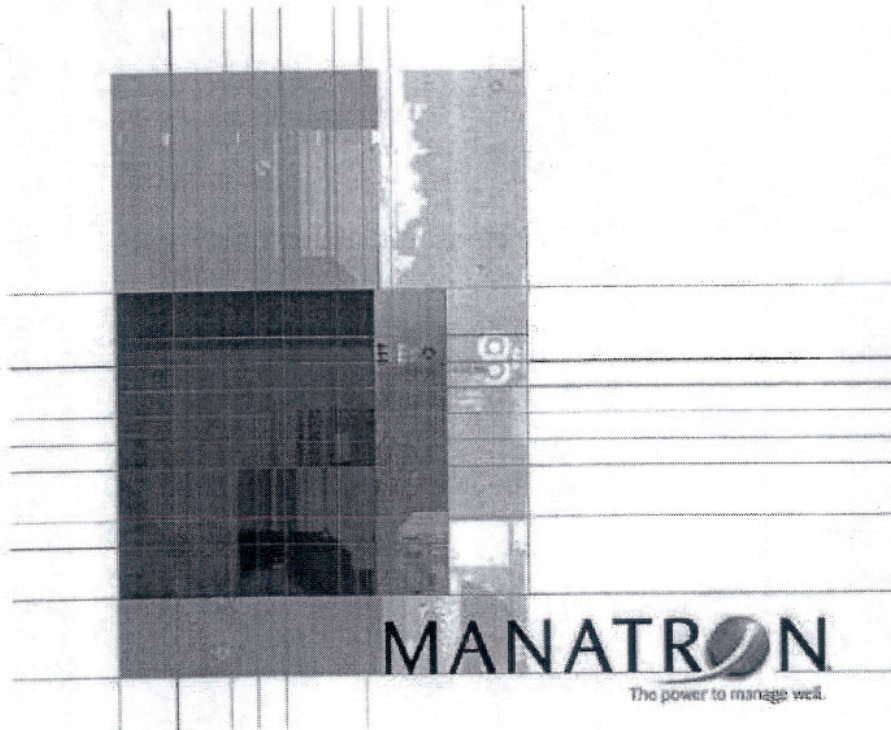
A handwritten signature in dark ink, appearing to read "Robert E. Sturdivant", written over a horizontal line.

Robert Edward Sturdivant, County Auditor

AgendaLink

Fort Bend County, Texas

Statement of Work



Document submitted by Manatron, Inc. – November 19, 2008
TX111908FBC Version 1.0

Manatron Records Management Division
1807 Braker Lane, Suite 400
Austin, TX 78758
Tel: 866-917-4354
Fax: 512-833-8343

Manatron Corporate Headquarters
510 East Milham Avenue
Portage, MI 49002
Tel: 269-567-2900
Fax: 269-567-2930

Project Summary	3
Project Overview.....	4
Software:.....	4
Existing Hardware:	4
Implementation Services:	5
Project Implementation	5
Purpose Statement	5
Assumptions and Exclusions.....	5
Stakeholders	7
Manatron Implementation Team.....	7
Implementation Deliverables	7
Project Control Processes and Project Management Procedures	12
Communications Plan	12
Project Status Meetings	13
Location of Project Documents, Deliverables and Files	13
Issue Tracking and Resolution Procedures	13
Change Management Process	13
Risk Contingency Outline	14
Price and Billing	15
Manatron will provide the services described in this Statement of Work for the below pricing.....	15
Attachment 1 - Conversion.....	17
County: Manatron:	19
County: Manatron:	20
County: Manatron:	21
Attachment 5 - Acceptance Criteria #4	22
County: Manatron:	23

Project Summary

Project:	AgendaLink Implementation for Fort Bend, TX
Project Site:	Fort Bend County, Texas
Target Date of Implementation:	Estimated to begin project within 30 days from change order signing. Detailed schedule with agreed upon dates to be delivered during the planning stages of this implementation.
Scope:	Software Implementation, Software Configuration and Testing, Conversion, Training, and Support
Technology:	County to provide MS SQL database for AgendaLink and web server to support public access to agenda and minutes. The AgendaLink application may be able to utilize the existing web server and MS SQL (aiRedact) configuration.
Software:	Software (see following table for software licenses included) The County will receive the standard current configuration of the Manatron AgendaLink software. Deliverables outside the current functionality of the standard suite may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to Manatron's Change Management Process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the initial planning phase of this project, an updated project schedule will be mutually agreed upon by Manatron and the County.

Project Overview

Software:

Item	Description	Provided by:	Number of Users	Comments
AgendaLink	Software application for creating, managing, and publishing meeting agendas and minutes	Manatron	N/A	Web-browser based application. No restriction on the number of County users.
Cold Fusion	Platform for AgendaLink	Manatron	N/A	
Adobe Acrobat version 8 Professional		Manatron	1	One license is needed to create the packets. Scanners should also have licenses to create searchable attachments. County responsible for other licenses if needed.
Search Engine for internal and external searching (Verity)		Manatron	N/A	
Microsoft Internet Information Server (IIS)		County	N/A	Included with web server purchase as standard

Existing Hardware:

AgendaLink can utilize the existing SQL database server used for aiRedact with existing MS SQL server licenses. The County's existing Cisco network switches with one gigabit minimum backbone connectivity, one gigabit minimum server connectivity, and 100 megabit minimum desktop connectivity is in compliance with the AgendaLink system requirements. The existing web server with IIS can also be utilized for running Cold Fusion.

Implementation Services:

Per the contract, the following services will be provided for this project.

Description	Comments
Project Management Services	Manatron Project Manager & Project Stakeholders will be identified in the planning phase of the project.
Hardware Installation	Manatron will load the application on the existing database and web server or on new servers if the County chooses to purchase and install new servers.
Data Conversion	Manatron will convert the existing Anthem Commissioners Court data and images. All images will be converted to a searchable PDF format.
Training	Instructor led on site and remote training. Six 2-hour sessions will be conducted remotely for admin users plus two 2-hour additional refresher sessions conducted remotely prior to go-live. Two 2-hour sessions will be conducted for training end users on site.
Documentation	Standard Manatron soft copy documentation for user manuals, and project management
Software Installation	Standard remote software installation

Project Implementation

Purpose Statement

The purpose of this project is to implement the Manatron AgendaLink Agenda Management solution into the County Administration and County Clerk' Offices. This statement of work describes the project that Manatron, Inc. is responsible for implementing. Upon contract signing, a subsequent project schedule will be jointly created by the Manatron and County Project Managers.

The project will be administered in the following phases:

- Pre-installation customer questionnaire
- Planning – project scheduling
- Installation of Hardware (as necessary) – County responsible, unless otherwise agreed to
- Access to Servers and Software Application
- On site and Remote Training – Admin and User

Assumptions and Exclusions

1. Prior to beginning this project, the County will have had the opportunity to view a demonstration of the AgendaLink software. The purpose of the demonstration is to allow the County to confirm that it will meet its needs. No software changes have been proposed under this project.

2. It is the County's responsibility to determine that the system meets requirements. AgendaLink software will be accepted "as-is". Functionality described in this Statement of Work will be provided as part of this project.
3. Any maintenance releases of the software will be provided to the County at no additional charge provided the County is current on their maintenance agreement with Manatron.
4. Data conversion scope is defined in Attachment 1 of this document. Manatron will convert data and images from the existing County Clerk's Anthem Commissioners Court system "as-is". The County shall review the converted data and county's sole remedy and Manatron's sole obligation for conversion shall be to correct any errors caused by conversion of the data by Manatron, as detected by the County. Manatron shall not be obligated to correct errors inherent in the data provided to Manatron. Data cleansing is not included in the scope of this project.
5. Manatron data conversion will provide the County with existing minutes in a tiff file format with search indexes using existing key words as exported from existing system. Historical images will be converted into searchable PDF format. Manatron does not guarantee that all images will be successfully converted. Conversion to a PDF format will be performed as a 'best' effort.
6. Items attached to AgendaLink as an image (ex. tiff, jpg, etc.) will not be searchable with in the system. Items attached in already OCR'd PDF, Word and Excel formats will be searchable. It is recommended during training that users scan as a searchable PDF versus tiff.
7. County will need to enable port 1433 to support public access to AgendaLink system.
8. County will need to register an additional URL and have an external IP address if they wish to make the site available to the public.
9. Manatron will provide standard documentation for the AgendaLink application
10. AgendaLink will be installed by Manatron on the County's existing MS SQL database server. The County will provide a secure connection for remote access to facilitate Manatron's support of the system. This can be accomplished via VPN connection.
11. The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware as well as the protection of wiring from any damage. This includes environments for test, training, and production support.
12. Technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future hardware upgrades or replacement of equipment that involves Manatron installation services and/or additional equipment.
13. This Statement of Work excludes all software, hardware, support, or documentation not specifically described in this Statement of Work. Specifically excluded are any hardware, including PCs and monitors required to run the software, any printers used for printing reports, the PC OS and environment, and any other hardware or software except as specifically provided herein.
14. **Definition of Issue Severity Levels:**
 - Severity 1 defined: System is down, or major critical functionality is not operating.
 - Severity 2 defined: Non-Critical but major functionality is inoperative.
 - Severity 3 defined: System feature or minor hardware is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs.
 - Severity 4 defined: Cosmetic in nature.

Stakeholders

Following is a brief description of the stakeholders who will be identified in the planning phase of the project.

County Project Sponsor

The Project Sponsor is the individual who provides the authority necessary to implement the project and accept billing milestones.

County Project Manager

The Project Manager is the individual who monitors the project schedule and deliverables, coordinates County responsibilities, and ensures success. The Project Manager will act as the liaison between the County and Manatron.

County Technical Resource

The Technical Resource will act as the technical expert for the County IT environment, working with the County Project Sponsor/Project Manager for approval and direction.

Manatron Project/Account Manager

The Manatron Project/Account Manager will act as the liaison between the County and Manatron, as well as direct Manatron project team members. The Manatron Project/Account Manager monitors the project schedule and deliverables, coordinates Manatron responsibilities, and ensures success.

Manatron Project Sponsor

The Project Sponsor will act as the project sponsor and a point of escalation. The Project Sponsor monitors progress of overall Manatron project objectives.

Manatron Implementation Team

Manatron Consultant(s)

The Consultant responsibilities include training, and go-live support.

Manatron System Engineer(s)

Responsibilities include consultation and/or configuration of the servers, workstations and peripherals, if included in this statement of work.

Manatron Development Staff

Responsibilities include conversion of existing data into the new AgendaLink data structure.

Implementation Deliverables

Deliverables refer to what a project is to produce. With this Manatron AgendaLink implementation project, the deliverables fall into several categories: Software Deliverables,

Training Deliverables, Data/Image Conversion Deliverables, Documentation Deliverables, and Project Management Deliverables.

AgendaLink Software Deliverables

County will receive the standard AgendaLink software. Any specific software deliverables from Manatron are listed in this statement of work. Deliverables outside the current functionality of the standard suite or this statement of work may be subject to additional development and configuration. Both Manatron and the County will mutually agree upon these deliverables, adhering to the Change Management Process. The following is a description of the AgendaLink software:

Overview

AgendaLink is a simple yet powerful software application designed to make the process of creating meeting agendas and minutes quick and easy – for everyone. It was designed and inspired by city and county clerks as well as board secretaries and administrative assistants from around the country. The following are some of the key features of AgendaLink:

- Automatically renumber agenda items when editing
- Quickly add electronic documents to the agenda item
- Design custom routing maps for every meeting type
- Easily track the whereabouts of every agenda item in the routing process
- Custom tailor agenda templates for unlimited meeting types
- Move and copy agenda items from one meeting to another
- Automatically push finalized agendas to your public website
- No Collating— Print your entire agenda packet and attachments with just a few clicks
- The Roll Call, Voting and Minutes features make putting your minutes together quick and easy
- It's easy to maintain — you control virtually every aspect of the look and feel of the program — you won't need to call a programmer every time you want to make a change.

Creating Templates

To begin, AgendaLink™ is web-based and a very customizable application. You create the look and feel of each template to match your needs. There is no limit to the number of templates you can create.

Creating Agenda Items

Once your agenda item templates are created, users simply log onto the system and begin entering information into the template for a particular meeting date. You can even create mandatory fields that require information before the form can be routed.

Attaching Documents

Supporting documents in a variety of formats can easily be attached to the agenda item for any meeting type with the 'Attachment' feature. The system allows you to define the type permitted;

such as .doc, .xls, .jpg, .pdf and others. You can add any number of attachments and order them in the sequence you'd like to have them presented on the agenda by using the 'Sort Sequence' feature. There is also a 'Confidentiality' feature that can be used to limit access to certain documents. You determine the labels to be used as well as who has access.

Adding Fiscal Information

Additionally, there is a separate area for presenting fiscal information – called the 'Expenditures' tab. Like the other areas of the application, this is also something that can be customized to reflect your needs. Within this 'Expenditure' area you can have a variety of layouts, from radio buttons to text fields – all with custom labels. Again, the idea is to provide the user with a very intuitive, easy to use layout that doesn't require a lot of training.

Routing and Approval

Once the information has been entered, it's ready to send it to those that need to see it. The routing of an agenda item is accomplished in a couple of ways. The first is what we call a 'Variable' routing format where the person originating the agenda item selects the people or departments to send it to. Subsequently, any person in the approval process can modify the routing sequence by adding additional variable stops.

As the form goes through routing, the 'Routing Status' screen shows who has seen and approved the form and where it still has to go. With the email routing feature, you can also send copies of an agenda item to people outside of the normal routing process, provided you have an SMTP address set up on the server for sending emails

Agenda items would also be routed according to a 'Fixed' route that each meeting type would have. For instance, after the 'Variable' routing, the agenda item would always be routed to the city clerk and/or others that must always see an agenda item before becoming part of the final agenda.

When a form is in routing, the individuals in the routing process receive an email through your regular email system, indicating that a form is in their "Forms Inbox" for review. There is a hyperlink in the text of the email that directs them to the login screen of the application. After logging in, they simply click on the form they want to review, and the system brings it up. Depending on authorization levels and your procedures, the form can be edited or made to be read only. After reviewing, the form is then 'Approved' and sent to the next approval stop, or 'Returned' to the sender for further clarification or changes.

Inboxes can be shared by several people or access can be granted to others by the Inbox owner. This allows agenda items to be reviewed and approved by others in the event the primary Inbox owner is ill, on vacation or simply not available. In the event of a problem, Inboxes can be accessed through an administrative login.

The system provides a 'Status' feature that tracks the approval process and indicates where the item is at any point in time. It's not only good information, but it can help speed up that process by showing exactly where the items are held up and then giving the administrator of the program the information they need so they can contact those individuals to complete the routing process.

Creating the Agenda

As agenda items are created, they flow automatically to the agenda template for that meeting date. The agenda items are placed on the agenda based on template settings. The 'red color' tells you that the form is still in routing.

For instance, Consent Items would flow to the 'Consent Item' section of the agenda where they can be re-numbered and re-ordered. Same thing applies with 'Reports' or any other fixed agenda topic. When a user initiates an agenda item, the agenda item template will provide these agenda sub-areas in drop down tables for them to select. Specific fields can even be defined as mandatory fields to complete.

Access Security

Security and access levels are created and controlled at the administrative level. Individuals and departments throughout the organization can be given access to all parts of the application – meaning all meeting types, confidential documents, all meeting dates etc. Or they can be restricted to various sections of the application depending upon what it is they need to see and do or the specific meeting type they are involved with.

An example of this might be department heads. They could have access to all document and meeting types. Conversely, a particular individual might only need access to 1 or 2 types of meetings and they might be restricted to just seeing documentation from their department. The system allows for a great deal of access flexibility.

View Agenda Feature

AgendaLink has several features that give individuals access to the agendas as they are being created and after they are finalized. 'View Agenda' allows anyone with the appropriate security level access the ability to get a 'Heads Up' on upcoming agendas. As agenda items are created for a meeting, they are automatically placed on the agenda template for that meeting date. They act as a kind of placeholder while the agenda item is routed for approval.

Publishing to the Web

Agendas and Minutes can be published automatically to your public website along with the supporting agenda items and documentation. We use a calendar system to allow the person to select the month and meeting date of the meeting they wish to look at.

Updating Finalized Agendas

The 'Update Agenda' feature allows for those last minute changes to the agenda that always come up - to be made quickly and without the need for routing. These changes are immediately made to your website as well - so you don't have to keep worrying about having the latest copy on the web.

Printing Paper Packets

Once the agenda is completed, you can print the entire packet with the Generate PrintAll feature. This feature creates a file where the agenda, the individual agenda items and their corresponding documents can be converted to a single PDF for printing or archiving - no more collating!

AgendaLink works with Adobe Acrobat 7.0 or higher to create the PDF. One of the features you can activate at the time you create the PDF is the ability to give individuals, such as board and council members, annotation tools to create their own notes for the meeting. They can do this with the free Adobe Reader; it doesn't require individual copies of Adobe Acrobat

Roll Call & Taking Minutes

AgendaLink allows you to move seamlessly into the actual meeting and take minutes. The 'Roll Call' feature is accessed through the 'Minutes' screen. The Roll Call window appears when you click on the 'ROLL' button on the agenda template.

This list of attendees is a table which you maintain by meeting type. A flag on each entry will determine if their name appears in the VOTE window. You can also record unlimited additional meeting attendees at the bottom of the screen. Your attendance is automatically displayed in your meeting minutes.

The 'Roll Call' feature also determines who is available to make motions, second and vote on agenda items. The meeting attendees who were flagged as present are now in the list of persons who may make a motion or a second, as well as a vote tally for Aye, Nay, and vote Abstains.

Our Minutes feature allows you to record minutes for each agenda line item along with vote tallies and outcome. You can enter the Minutes during the meeting for quick summaries or wait until you have the time to add all of the detail.

Once the Minutes of the individual agenda items are complete, clicking the "PDF" button automatically generates a PDF of all your minutes. This document can then be printed and/or archived. You can publish directly to you website by clicking the 'Publish Minutes' button.

Document Routing Non-agenda Items

The AgendaLink application also includes our Document Router module. This module allows you to easily route and track any kind of document. Use it for contracts, staff reports, notices, any kind of document where it is important to know when someone has seen it and when they approved it.

File Cabinet and Advanced Search Engine

The File Cabinet feature allows you to look for specific agenda items, agendas/minutes and for specific titles and text within AgendaLink. It's a quick and easy way to track outstanding agenda/minutes items as well as old agenda items.

The search engine allows searching through the attachments of your agendas/minutes provided they are in the proper format. Based on the directory the document is found in, you can quickly determine which meeting agenda/minutes item to review. This is a very powerful and quick search tool.

Training Deliverables

All user training will include a lecture, instruction, and practice using the requisite system and applications via a combination of remote administrator based training sessions and onsite department user training. Each user will receive an overview of how to navigate within the

appropriate software operating system and attend specially tailored sessions on the use of the product.

Manatron will work with the County to identify appropriate target audiences for training, confirm training schedule and confirm attendance.

The County will be responsible for hands-on practice by all administrator users in between Manatron led remote training sessions. It is incumbent on the County to conduct practice work on schedule so as to meet the target milestones. All County administrator participants will need to prepare for training classes, as instructed by the trainers ahead of time (including preparations for setting up the appropriate users, meeting members, meeting types and template samples).

Data/Image Conversion Deliverables

Manatron will convert the existing Anthem Commissioners Court Minutes data and images into AgendaLink as Minutes records. In addition, Manatron will process the tiff images into a searchable PDF format.

Manatron will provide conversion data integrity reports. OCR processed images will be delivered "as is". The County will be responsible for reviewing and accepting the converted data and images. Please see Attachment 1 for a description of the conversion scope of conversion services.

Documentation Deliverables

Standard project documentation will be delivered in soft copy format by the end of the support phase. Items include documentation materials such as the end user, system administration user and technical reference manuals from third party vendors.

Project Management Deliverables

- Project schedule
- Meeting minutes, status reports
- Risk management, issue log (as needed)
- Updated project plans

Project Control Processes and Project Management Procedures

Communications Plan

In order to keep County, Manatron Project Managers, and the Project Team informed on the progress of the project, the appropriate communication plan will be created for the project execution plan. The Communication plan may specify:

- When the various meetings take place
- What information the weekly status reports will contain
- Where project documents, deliverables and files are stored

Project Status Meetings

The County and Manatron Project Managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions and ensure the success of the project. Project Team members will also meet as required.

Location of Project Documents, Deliverables and Files

Hard and soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the Manatron Project Manager electronically and in project binders.

Issue Tracking and Resolution Procedures

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

Issue Tracking Strategy

- All Manatron issues will be logged and maintained by the Manatron Project Manager.
- All program issues will be logged and maintained by the Project/Account Manager.
- Any issues identified by any member of the County Staff or the Manatron Project Team will be reported to the Project/Account Manager.
- The Issues Log (using Manatron's ConnectCare web based tracking system) will be made available to each stakeholder upon request.

Issue Resolution

The Manatron Project Manager and County Project Manager will assign necessary resources to resolve issues on the Manatron Issues Log and report on their progress in each status meeting.

Change Management Process

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations/goals such as budgets, estimates, and schedules.

A "change of scope" is defined to be a change to any of the following:

- Hardware configuration affecting the performance or capacity of the System
- Third Party software configuration affecting the performance or capacity of the System
- Any other change that could effect the project schedule or budget

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in Manatron's ConnectCare Change Management System. County or Manatron can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, cost, training, acceptance criteria and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation, and specify any additional time and cost necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide their rationale for not recommending the change.

Manatron will work jointly with the County to determine mutual interest in pursuing the Request for Change (County may accept or reject proposed solution). Should mutual agreement be reached, Manatron shall submit feedback to the County including impact to timing and cost of implementation and maintenance.

Risk Contingency Outline

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, we can minimize the impact to the project if one of these issues occurs.

The project/account manager will provide a description of the potential risks associated with this project as well as suggested mitigation, as needed. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County Project Manager and the Manatron Project Manager and may increase the cost of the project and/or require added time.

Price and Billing

Manatron will provide the services described in this Statement of Work for the below pricing.

Manatron Price Proposal for <i>AgendaLink – Agenda Management System</i> Fort Bend County, Texas November 19, 2008	
	Extended Price
AgendaLink Application Software • AgendaLink base system • Base system includes Manatron Texas configuration for Commissioners Court Minutes • Cold Fusion license • Verity license • Adobe Acrobat Standard Edition license (1 copy) • Hardware for servers, PC's and scanners not included	\$46,395.00
Implementation Services • Installation and setup • Project Management • Remote & Onsite Training • Conversion of Manatron Commissioners Court data and images into AgendaLink • Conversion to be performed in conjunction with installation • TIFF Images will be converted to searchable PDF format • Converted data searches should be able to utilize keywords or text search.	\$21,405.00
1st Year Support and Maintenance	\$7,500.00
= Total Purchase Price	\$75,300.00

Billing Milestones

Billing Milestones	
Acceptance Criteria # 1 Signed - Software loaded to test (Billing for software)	\$46,395.00
Acceptance Criteria # 4 Signed - Training and conversion completed and software is ready for use (Billing for implementation services and 1 st year support)	\$28,905.00
Project Total	\$75,300.00

Attachment 1 – Conversion

Background

The County currently manages Commissioner's Court meeting minutes with Manatron's Anthem Commissioner's Court application. The solution described in this Exhibit involves migrating meeting minutes index and images from the Commissioner's Court database to the Manatron AgendaLink database. This will require translating the structure and content of the data to be accessible and usable within the AgendaLink system so that the data appears, as much as practical, as if it were originated in that system.

Scope

Inclusions

This Statement of Work covers the migration of meeting minute's records from the County's Anthem Commissioner's Court system into the new AgendaLink system. Only information supported by the Anthem Commissioner's Court system will be migrated and will be limited to the following:

In the scope of the conversion, the following are included:

Meeting Information:

- Meeting Type
- Meeting Date
- Author

Agenda Item Information:

- Author
- Creation Date
- Agenda
- Category
- Topic
- Description
- Remarks
- Keyword

Images

- Note - Image count will be taken before conversion and verified after conversion.

Exclusions

In the scope of the conversion, the following are excluded:

Meeting Information:

- Approval Status

Agenda Item and Image Information:

- Image Status

- Scan Date
- Scanned By
- Verified Date
- Verified By
- Number of Pages
- Book and Page Numbers
- Microfilm code

During the migration of the existing Anthem Commissioners Court meeting minutes records to the AgendaLink system we will perform the above operations (only) to improve the data stored in Commission's Court and to make this data suitable for entry into Manatron AgendaLink.

These operations include but are not limited to the following:

We will migrate the existing keywords from Anthem Commission's Court to AgendaLink maintaining the search capability in the new system for historical records. Historical records will be converted into a full text search or OCR capability. The agenda item description and remarks will also be converted to searchable text fields within AgendaLink.

Users will be set up during the administrator portion of training

This Statement of Work does not cover the import of any record other than that outlined in this Statement of Work.

AgendaLink is an independent application. With the exception of the option of linking AgendaLink Public Access to the Anthem Public Access screen, no other interfaces/integrations have been proposed between the Anthem or AgendaLink database and any system or process.

Key Project Phases / Deliverables

This conversion phase will have two (2) key phases / deliverables:

Phase "A" –

Development and Test Acceptance – This phase will involve the actual implementation of the data migration process. A collection of utilities and processes will be developed and tested using a "dump" of live data from the current County Commissioners' Court system. Testing will be performed both by Manatron and County personnel to ensure accuracy and completeness of the data migration. Any conversion efforts for the office are outside of the scope of this project.

The output of this phase will be a data migration system and migrated examples that have been tested and accepted by the Client.

Phase "B" –

Deployment – This phase will involve the deployment and execution of the data migration system and process at the County's facility. During this phase Manatron will require the assistance of the County's IT department to facilitate remote access into the servers housing the Commissioners' Court and AgendaLink databases.

The output of this phase will be the migrated Commissioners Court Minutes records loaded into AgendaLink, tested and accepted by the County.

Attachment 2 – Acceptance Criteria #1

Test Installation

Purpose: Verification of AgendaLink Platform installation and template loading into test

Measurements / Process:

- Customer has reviewed software platform via remote demo.
- Customer has provided necessary templates and administrative checklists.

Outputs:

- Manatron has installed the AgendaLink default application and third party software into a test environment. This is for testing purposes only and does not include configurations.

I, the undersigned, agree that work is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed \$46,395.00 (Total software cost) upon signing this acceptance. It is agreed to proceed to the next phase of this project.

County:

Fort Bend County
301 Jackson
Richmond, TX 77469

By: _____

Printed Name: _____

Title: _____

Date: _____

Manatron:

Manatron, Inc.
1807 Braker Lane, #400
Austin, TX 78758

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 3 - Acceptance Criteria # 2

Phase A - Data and Image Test Conversion

Purpose: The purpose of the Test Conversion is to conduct a conversion for County review prior to final production conversion.

Measurements / Process:

- Access to the legacy data has been provided to Manatron for conversion
- Manatron has converted a test set of data and images
- The test set of images are converted into a searchable PDF format

Outputs:

- Manatron has converted a test set of data and images for County to review
- Manatron has provided a list of errors or exceptions found in conversion for County review
- County will provided a list of acceptable errors to allow for final conversion (County is responsible for any data cleansing, and such efforts shall not negatively impact the overall project schedule)

County:

Fort Bend County
301 Jackson
Richmond, TX 77469

Manatron:

Manatron, Inc.
1807 Braker Lane, #400
Austin, TX 78758

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 4 - Acceptance Criteria #3

Phase B – Final Data and Image Conversion

Purpose: The purpose of the Final Data and Image Conversion Acceptance form is to verify that all index and image data is migrated to the new system.

Measurements / Process:

- Manatron has converted a test set of data and images for County to review
- Manatron has provided a list of errors or exceptions found in conversion for County review
- County will provided a list of acceptable errors to allow for final conversion (County is responsible for any data cleansing, and such efforts shall not negatively impact the overall project schedule)

Outputs:

- Manatron has completed final conversion of legacy data and images as confirmed from the Test Acceptance
- Manatron has provided an error or exception report to the County
- County has reviewed and accepted final conversion

At this point any County delays in production cutover from Anthem Commissioners Court will mean the County is responsible for updating data in both the legacy and new system until AgendaLink is in production). Any additional conversion efforts past Phase B are not included in the scope of this work.

County:

Fort Bend County
301 Jackson
Richmond, TX 77469

By: _____

Printed Name: _____

Title: _____

Date: _____

Manatron:

Manatron, Inc.
1807 Braker Lane, #400
Austin, TX 78758

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 5 – Acceptance Criteria #4

Installation, Conversion and Training Completion

Purpose: Verification of AgendaLink Platform installation and template loading. Customer is ready to begin using AgendaLink in a production environment.

Measurements / Process:

- Customer has completed the AgendaLink formatting Template.
- Customer has completed remote Administrator and onsite department user training
- Manatron has completed conversion of Anthem Commissioners Court minutes records
- Manatron has configured the web server.

Outputs:

- Manatron has configured system to run AgendaLink.
- Phase B conversion has been accepted (at this point any County delays in production cutover from Anthem Commissioners Court will mean the County is responsible for updating data in both the legacy and new system until AgendaLink is in production). Any additional conversion efforts past Phase B are not included in the scope of this work.
- AgendaLink is ready for production use.
- There are no Severity 1 or Severity 2 issues with application.
- All training and documentation deliverables have been met.
- Maintenance of the Anthem Commissioners Court system will be discontinued with this signoff and the system will be shut down and de-installed by the County.

I, the undersigned, agree that work is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed \$28,905.00 (Total services and 1st year support costs) upon signing this acceptance. The first year of support will be pro-rated for the interim period between acceptance and the County's next Manatron maintenance cycle. The County may begin using the system in production at the timing of their choice. All project milestones have been met.

County:

Fort Bend County
301 Jackson
Richmond, TX 77469

By: _____

Printed Name: _____

Title: _____

Date: _____

Manatron:

Manatron, Inc.
1807 Braker Lane, #400
Austin, TX 78758

By: _____

Printed Name: _____

Title: _____

Date: _____

30 C

UPGRADE FROM IPAM PUBLIC ACCESS TO PUBLIC ACCESS 2.7

**SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS
MANAGEMENT MASTER AGREEMENT**

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the licenses, products, and services described in Case 459853 Statement of Work- Upgrade from IPAM Public Access to Public Access 2.7 dated August 13, 2008, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: August 26, 2008

Manatron, Inc.:

By: Janet M. Buis Miller

Name: Janet M. Buis Miller

Title: Director of Finance + Accounting

Fort Bend County:

Commissioner, Precinct 3 for Fort Bend County, TX
TX

By: W. A. Meyers

Name: W. A. Meyers

County Clerk for Fort Bend County,

By: Dianne Wilson

Name: DIANNE WILSON

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 12,651.02 to accomplish and pay the obligation of Fort Bend County under this Agreement.


Robert Edward Sturdivant, County Auditor

EXHIBIT A



Dianne Wilson
Fort Bend County
301 Jackson St
Richmond TX 77469

August 13, 2008

RE: Case 459853 – Upgrade from IPAM Public Access to Public Access 2.7

Dear Dianne,

Thank you for giving Manatron the opportunity to offer this proposal for upgrading the existing IPAM version of Public Access to the newest version, Public Access 2.7.

Fort Bend County and Manatron, Inc. entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Agreement pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System. As a provision of these agreements, Fort Bend County is provided periodic upgrades for licensed software but is responsible for the services necessary to implement certain upgrades and any additional 3rd party software or hardware that may be required.

Attached is a summary of the work describing the Manatron Records Management change request Case 459853. Work scheduling will commence upon receipt of a purchase order and acceptance of the statement of work by yourself or a duly authorized representative of Fort Bend County. This offer is valid for 90 calendar days.

Total price for Manatron Services, Case 459853: \$12,651.02

- Includes Java Viewer license (1 at \$2,565.61) and Print Accelerator license (1 at \$1,477.58) and 1st year support (\$607.83)
- Includes PA 2.7 web development and implementation services (\$8,000)
- Fort Bend County will provide a web server meeting Manatron minimum specifications

Sincerely,

John Rickerby
Manatron, Inc.

Description of Services and Products

Case 459853 Statement of Work - Upgrade from IPAM Public Access to Public Access 2.7

Purpose:

Manatron has developed a new version of its Public Access software called Public Access 2.7. The design of Public Access 2.7 is strategically positioned to upgrade and standardize all prior versions of Public Access used by the Anthem and A2 platforms under a single release. The IPAM version of Public Access used by the Fort Bend County Clerk is eligible for an upgrade to Public Access 2.7. To support this upgrade specific underlying 3rd party software will need to be purchased along with web development services to configure the County Clerk's web page and available services.

Solution:

Fort Bend County responsibilities include the following:

1. Provide a web server with a minimum of Windows 2003 installed within the County's firewall
2. Provide remote access to the development team for conducting the upgrade.
3. Test the upgraded Public Access 2.7 maintenance release.
4. Provide any necessary training to external customers.

Manatron Responsibilities include the following:

1. Purchase and install one (1) ViewOne Java Viewer license
2. Purchase and install one (1) ViewOne Print Accelerator license
3. Install and configure the Public Access 2.7 maintenance release.
4. Reconcile Public Access 2.7 to current IPAM configuration
5. Provide remote training for County Clerk administration and support staff.

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope and pricing of this change order.

- Assumes Public Access 2.7 is being installed for internet public researchers only. No change is being proposed at this time for internal public research stations which are currently installed with an Anthem Power User configuration. Any change to internal public user stations will occur at such time as when Anthem is upgraded to A2.
- The third party licenses purchased to support Public Access are per URL licenses. Manatron is purchasing these licenses for the external URL only.
- The standard version of Public Access 2.7 will be installed. A Court tab for District Clerk criminal case access will be configured under PCR3400. Installation will be performed as soon as possible to accommodate PCR3400.
- Prior to installation, Public Access 2.7 will be demonstrated and compared to the current IPAM configuration to familiarize the County with any new features it may want to utilize.
- The recommended configuration for the web server includes a dual processor with a minimum of 2 GB RAM and 80 GB hard disk. The County will provide and install the web server within the firewall.

- Public Access 2.7 supports eCommerce transactions to purchase online copies of official records. There is no charge for set up with established merchants provided set-up occurs at the time of installation of Public Access 2.7. However, merchant charges for set up and issuing an SSL certificate are not included. Note that the County Clerk is currently using Official Payments to fulfill document requests which is a different type of service compared to standard Manatron eCommerce.

Acceptance Criteria:

1. Public Access 2.7 has been installed, tested and moved into production.
2. Third party software – (1) one ViewOne Java Viewer license and (1) one ViewOne Print Accelerator license has been installed, tested and moved into production.

Change Management Process:

This proposal is offered and priced within the express scope of the Manatron suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at the standard hourly rate (minimum of one hour).

These documents contain proprietary confidential information and trade secrets of Manatron, Inc. No part of these documents should be (a) reproduced; (b) published in any form by any means, electronic or mechanical, including photocopy or information storage or retrieval system; or (c) disclosed to any third party, except for the sole purpose of evaluating the documentation, without the express prior written authorization of Manatron, Inc.

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Agreed and Accepted:

SIGNATURES

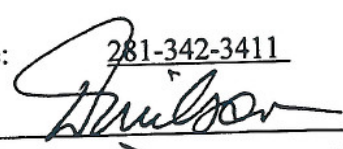
We, the undersigned, accept this Statement of Work for Case 459853 as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm your request of hardware, software and/or services as outlined and at the price indicated.

County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond TX 77469

Phone: 281-342-3411

By: 

Printed Name: DIANNE WILSON

Title: County Clerk

Date: 10/15/08

ATTACHMENT 1 – Case 459853 Acceptance Form #1

The purpose of this acceptance form is for Fort Bend County to accept that Public Access 2.7 is ready for testing.

Purpose

The purpose of the Acceptance Form is for the Client to confirm Public Access 2.7 has been installed as detailed in Case 459853 and is ready for testing.

Solution:

1. Public Access version 2.7 maintenance release.
2. Third party software - one (1) ViewOne Java Viewer license and one (1) ViewOne Print Accelerator Licenses

Outputs

1. Public Access 2.7 has been configured and installed into test. (Set up of the District Attorney Criminal tab using Public Access 2.7 will be accepted under PCR3400)
2. Third party software – (1) one ViewOne Java Viewer license and (1) one ViewOne Print Accelerator license has been installed into test.

I, the undersigned, agree that Public Access 2.7 has been installed and is ready for testing according to the conditions of the Statement of Work and this agreement.

County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond TX 77469

Phone: 817-884-1063

Manatron:

Manatron, Inc.
1807 West Braker Lane, Suite 400
Austin, TX 78758

866-917-4354

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 2 – Case 459853 Acceptance Form #2

The purpose of this acceptance form is for Fort Bend County to accept that Manatron has met all criteria and the system is in operation at Fort Bend County

Purpose

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed in Case 459853.

Solution:

1. Public Access version 2.7 maintenance release has completed testing.
2. Third party software - one (1) ViewOne Java Viewer license and one (1) ViewOne Print Accelerator Licenses has completed testing.

Outputs

1. County has tested the Public Access 2.7 along with the ViewOne Java Viewer and Print Accelerator licenses.
2. Public Access 2.7 has been moved into production.
3. Note that set up of the District Attorney tab will be accepted under PCR 3400

I, the undersigned, agree that work is complete and that under the conditions of the Statement of Work and this agreement, the County will be billed **\$12,651.02** for implementation services, the two 3rd party licenses and 1st year support. 1st year support for the ViewOne Print Accelerator license is valued at \$608.00. 2nd year support will be added to the next renewal in October 2009.

County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond TX 77469

Phone: 817-884-1063

By: _____

Printed Name: _____

Title: _____

Date: _____

Manatron:

Manatron, Inc.
1807 West Braker Lane, Suite 400
Austin, TX 78758

866-917-4354

By: _____

Printed Name: _____

Title: _____

Date: _____



Dianne Wilson
Fort Bend County
301 Jackson St
Richmond TX 77469

August 12, 2008

RE: PCR3400 – Configuration and set-up of Anthem Courts to allow the District Attorney's office to scan criminal cases into Anthem Courts.

Dear Dianne,

Thank you for giving Manatron the opportunity to offer this proposal for assisting the County with configuration and set-up of Anthem Courts to allow the District Attorney's office to scan criminal cases into Anthem Courts. Attached is a summary of the work that is described in Manatron RM Change Request PCR3400.

This offer is valid for 90 calendar days. Work scheduling will commence upon receipt of a PO and signature of acceptance for this statement of work signed by yourself or a duly authorized representative of Fort Bend County.

Total price for Manatron Services, PCR3400:

\$7,000.00

1. Manatron will set up a new tab in Anthem Courts to accept District Attorney criminal cases.
2. Following the upgrade of IPAM Public Access to Public Access PA 2.7, a criminal case tab will be configured for District Attorney assigned users with password permission at the user level.

Sincerely,

Adrian Gonzales
Account Manager
866-917-4354 x7293

Description of Services and Products

PCR 3400 – Configuration and set-up of Anthem Courts to allow the District Attorney's office to scan criminal cases into Anthem Courts.

Purpose:

Fort Bend County is moving to a Tyler Technologies, Inc. case management solution. Fort Bend County would like to scan into Anthem Courts criminal cases from the District Attorney's office for the next six months or until they go online with the Tyler Technologies Inc. Odyssey case management system. At that time Fort Bend County will convert the District Attorney's records to Odyssey and the District Attorney's office will stop using the system.

Solution:

Fort Bend County responsibilities include the following:

1. Provide all hardware including scanners, label printers and PCs.
2. Provide specifications of PCs to be used so that Manatron can remotely configure PCs for scanners and label printers.
3. Administration set-up, network access, internet access and security for District Attorney users.
4. Train new District Attorney users.

Manatron Responsibilities include the following:

1. Set up a new tab in Anthem Courts to accept District Attorney criminal cases.
2. Configure Public Access for password permission to access the DA tab using individual passwords. (Public Access set up and configuration will be delayed to occur with the upgrade of IPAM to PA 2.7.)
3. Up to six (6) hours of remote support for configuration of three (3) PCs to work with Fort Bend County's scanners and label printers.
4. Up to 2 hours of remote instruction and support of user set-up.

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope and pricing of this change order.

1. The District Attorney's office will use three (3) of the County Clerk's existing Anthem user licenses and be responsible for any third party software.
2. A new tab will be set up in Anthem Courts for scanning District Attorney criminal cases.
3. Minimum indexed data will include
 - a. Cause number, date filed and one party name for cases.
 - b. Document type, date recorded and number of pages per document.
4. Data will be captured and scanned at document level and not the event level.
5. District Attorney scanners will use labels identical to what is already configured for the County Clerk.

6. Any additional storage requirements due to the District Attorney scanning will be handled by the county.
7. County will purchase Fujitsu 5750c scanners for which no Kofax Adrenaline card will be necessary.
8. Configuration of Public Access to access DA data will be delayed until IPAM is upgrade to PA 2.7. Access will be based on password permission at the user level.
9. The County Clerks current IPAM Public Access will remain as is until upgraded to PA 2.7. The PA 2.7 upgrade is a separate project and will be implemented according to the statement of work associated with that project. DA Public Access requirements for this project will be coordinated to occur in conjunction with the PA 2.7 upgrade.

Acceptance Criteria:

1. Manatron has configured a new Anthem Courts tab for the District Attorney office and staff are successfully scanning criminal cases from the configured workstations.
2. A new Public Access DA criminal tab has been configured for PA 2.7. The tab requires password permission at the user level to gain access.

Change Management Process:

This proposal is offered and priced within the express scope of the Manatron suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at the standard hourly rate (minimum of one hour).

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Agreed and Accepted:

SIGNATURES

We, the undersigned, accept this document as a stable work product to be used in the delivery of project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm your request of hardware, software and/or services as outlined and at the price indicated.

County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond TX 77469

Phone: 281-342-3411

By: 

Printed Name: Gilbert Jaramo

Title: Purchasing Agent

Date: 8/14/08

**Fort Bend County - PCR3400 DA Courts setup
Software & Services PCR3400**

Manation Professional Services

<u>Professional Services</u>	<u>Est. Hours</u>	<u>Days</u>	<u>Cost Rate</u>	<u>Bill Rate</u>	<u>Est. Cost</u>	<u>Est. Revenue</u>
Project Management	4	1	\$56.00	\$250.00	\$224.00	\$1,000.00
Consulting	0	0	\$45.00	\$200.00	\$0.00	\$0.00
Business Process Analysis	0	0	\$56.00	\$200.00	\$0.00	\$0.00
Training	0	0	\$45.00	\$200.00	\$0.00	\$0.00
Development - Conversion	0	0	\$77.00	\$200.00	\$0.00	\$0.00
Development - Project	8	1	\$77.00	\$250.00	\$616.00	\$2,000.00
QA	8	1	\$56.00	\$250.00	\$448.00	\$2,000.00
DBA	0	0	\$62.00	\$200.00	\$0.00	\$0.00
System Technician	8	1	\$38.00	\$250.00	\$304.00	\$2,000.00
Total	28	4			\$1,592.00	\$7,000.00

<u>Travel</u>	<u>Est. Travel Days</u>	<u>Est. Cost per Day</u>	<u>Bill Rate</u>	<u>Est. Travel Cost</u>	<u>Est. Revenue</u>
Airfare	0	\$350.00	\$0.00	\$0.00	\$0.00
Hotel	0	\$150.00	\$0.00	\$0.00	\$0.00
Meals	0	\$36.00	\$0.00	\$0.00	\$0.00
Car Rental	0	\$75.00	\$0.00	\$0.00	\$0.00
Other - mileage	0	\$0.00	\$0.00	\$0.00	\$0.00
Contingency	0	\$500.00	\$0.00	\$0.00	\$0.00
Total	0	\$1,111.00	\$0.00	\$0.00	\$0.00

<u>Other</u>	<u>Est. Hours</u>	<u>Days</u>	<u>Est. Cost per Hour</u>	<u>Bill Rate</u>	<u>Est. Cost</u>	<u>Est. Revenue</u>
Other 1	0	0	\$0.00	\$187.50	\$0.00	\$0.00
Other 2	0	0	\$0.00	\$187.50	\$0.00	\$0.00
Other 3	0	0	\$0.00	\$187.50	\$0.00	\$0.00
Other 4	0	0	\$0.00	\$187.50	\$0.00	\$0.00
Total	0	0			\$0.00	\$0.00

Total Professional Services	\$1,592.00	\$7,000.00
Total Margin		\$5,408.00
Margin %		77.3%

Fort Bend County - PCR3400 DA Courts setup
Software & Services PCR3400
PROJECT SUMMARY

Components	Hours	Cost	Revenue	GM%
3rd Party Software		\$0.00	\$0.00	0.0%
1st Year Maintenance		\$0.00	\$0.00	0.0%
Project Management	4	\$224.00	\$1,000.00	77.6%
Consulting	0	\$0.00	\$0.00	0.0%
Business Process Analysis	0	\$0.00	\$0.00	0.0%
Training	0	\$0.00	\$0.00	0.0%
Development - Conversion	0	\$0.00	\$0.00	0.0%
Development - Project	8	\$616.00	\$2,000.00	69.2%
QA	8	\$448.00	\$2,000.00	77.6%
DBA	0	\$0.00	\$0.00	0.0%
System Technician	8	\$304.00	\$2,000.00	84.8%
Travel		\$0.00	\$0.00	0.0%
Total		\$ 1,592.00	\$ 7,000.00	77.3%
State and Local Taxes		\$0.00	\$0.00	0.0%
Total Price		\$ 1,592.00	\$ 7,000.00	77.3%
Discount			\$0.00	
Total Purchase Price		\$ 1,592.00	\$ 7,000.00	77.3%
Commissions		\$ 210.00		
Total After Commissions		\$1,802.00	\$7,000.00	74.3%
Total Implementation Gross Margin			\$5,198.00	74.3%

SCHEDULE A
Fort Bend County - PCR3400 DA Courts setup
Software & Services PCR3400

QUANTITY	SERVICE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3rd Party Software				
0				\$0.00
0			\$0.0000	\$0.00
Professional Services				
6	Development & PM	PA 2.7 upgrade	\$7,000.00	\$7,000.00
Total Acquisition Cost				
Total 3rd Party Software:				\$0.00
Total Professional Services:				\$7,000.00
State and Local Taxes (if any):			0.0%	\$0.00
Total Price:				\$7,000.00
Less Special County Discount:				<u>\$0.00</u>
Total Purchase Price:				\$7,000.00

TEXAS ELECTRONIC REGISTRAR (TER) INTERFACE MODULE
SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS
MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron"), and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide the Texas Electronic Registrar Interface module and related services as described in Case 459916 Statement of Work- TER Interface Software dated August 14, 2008, attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: August 26, 2008

Manatron, Inc.:

By: Janet M. Buis Miller

Name: Janet M. Buis Miller

Title: Director of Finance and Accounting

Fort Bend County:

Commissioner, Precinct 3 : for Fort Bend County, TX
TX

By: W. A. Meyers

Name: W. A. Meyers

County Clerk for Fort Bend County,

By: Dianne Wilson

Name: DIANNE WILSON

AUDITOR'S CERTIFICATE

14,890.00

RAL
2/17/08

I hereby certify that funds are available in the amount of \$ ~~12,351.02~~ to accomplish and pay the obligation of Fort Bend County under this Agreement.


Robert Edward Sturdivant, County Auditor

EXHIBIT A



Dianne Wilson
Fort Bend County
301 Jackson St
Richmond TX 77469

August 14, 2008

RE: Case 459916 – Texas Electronic Registrar (TER) Interface module

Dear Dianne,

Thank you for giving Manatron the opportunity to offer this proposal to provide a Texas Electronic Registrar (TER) Interface module to work with the Anthem Vital Records module.

Fort Bend County and Manatron, Inc. entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Agreement pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System. Included within this system is the Anthem Vital Records module which supports the processing and imaging of birth and death records. The proposed software is a specialized module designed to interface with the TER system to capture birth and death filings data and with the Anthem Vital Records module to import the captured data.

Attached is a summary of the work describing the Manatron Records Management change request Case 459916. Work scheduling will commence upon receipt of a purchase order and acceptance of the statement of work by yourself or a duly authorized representative of Fort Bend County. This offer is valid for 90 calendar days.

Total price for Manatron Services, Case 459916: \$14,890.00

- Includes birth and death TER Interface software (License \$10,000, 1st year support \$2,000)
- Includes implementation services for installation and training on existing hardware (\$2,890)

Sincerely,

John Rickerby
Manatron, Inc.

Description of Services and Products

Case 459916 Statement of Work – TER Interface software

Purpose:

The purpose of this project is to implement Manatron's Texas Electronic Registrar Interface module for Fort Bend County. A scheduling plan will be developed between Manatron and Fort Bend County. This project will deliver a complementary module to capture Texas birth and death records based on available TER data and move it into the Anthem Vital Records module thus simplifying the workflow process.

This project is responsible for the specification of necessary hardware, configuration and installation of software, instruction/training of staff, and support within the terms of the existing Manatron Annual Software License and Maintenance Supplemental Agreement.

Solution:

The Manatron TER Interface module will be installed on the same PC's that run the Anthem Vital Records document management system. For the initial installation of the current release, functionality of the application will allow for the import of birth records exported from the State of Texas TER workstation. These imported birth records will then be inserted into the Anthem Vital Records Birth application, eliminating the need to manually enter the exported records. In a future release of the TER Interface Software, death records will also be exported from TER and imported into the Anthem Vital Records Death application.

The TER Interface module will be a separate Windows application designed for on demand processing of new birth records (initial installation) and new death records (future release). The Anthem Vital Records module workflow will remain the same with the exception that the imported data will reduce data entry.

Fort Bend County responsibilities include the following:

1. Provide access to the existing hardware for software installation and configuration
2. Schedule appropriate Vitals staff for training
3. Test the import and verify acceptance in the Anthem Vital Records module

Manatron Responsibilities include the following:

1. Install and configure the TER Interface module on existing Vital Records PC's (Initially for birth records and in a future release for death records)
2. Provide remote training for County Clerk administration and support staff
3. Verify the import
4. Facilitate any data gathering as needed for death records as well as identify any known risks, constraints or assumptions not listed in this document

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope and pricing of this change order.

- The standard version of the TER Interface module will be installed. In the current release this includes functionality for birth records only. Functionality for death records will be added and included in a future release and will be provided to Fort Bend as a standard maintenance release.

- The following are the birth fields available from the State of Texas TER database report that are captured by the TER Interface module and imported into Anthem:
 - CHILDSFIRST column – Child’s first name.
 - CHILDSMIDDLE column – Child’s middle name.
 - CHILDSLAST column – Child’s last name.
 - CHILDSSUFFIX column – Child’s last name suffix.
 - CHILDSDOB column – Child’s date of birth.
 - CHILDSSEX column – Child’s sex.
 - MOTHERSFIRST column – Mother’s first name.
 - MOTHERSMIDDLE column – Mother’s middle name.
 - MOTHERSMAIDENLAST column – Mother’s maiden last name.
 - MOTHERSCURRENTLAST column – Mother’s current legal last name.
 - BIRTHFACILITYTOWN column – Name of the facility or city where the child was born.
 - FATHERSLAST column – Father’s last name.
 - FATHERSFIRST column – Father’s first name.
 - FATHERSMIDDLE column – Father’s middle name.
 - FATHERSSUFFIX column – Father’s last name suffix.
 - LOCALFILENO column – Assigned certificate at the state. Should be empty for new submission.
- The TER Interface module currently exports data and not images from the State of Texas TER workstation.
- The TER Interface module will be installed on the existing Anthem Vital Records PC’s
- All issues concerning functionality will be resolved through the Change Management Process (as defined later in this document). No changes will be made to the county’s existing Anthem Vitals modules.
- Any new version releases of the software will be provided to Fort Bend at no additional charge provided Fort Bend is current on their maintenance agreement with Manatron
- Changes in software and hardware will be subject to the Change Management Process and appropriate pricing and scheduling.
- All documentation provided by Manatron is provided “as-is”.
- The County will provide a secure connection for remote access to facilitate Manatron’s support of the system (VPN is preferred).
- The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware as well as the protection of wiring from any damage. This includes environments for test, training, and production support.

- Manatron recommends running all imaging and database servers on dedicated switched 100mbps Ethernet connections to the desktop.
- Definition of Issue Severity Levels:
 - Severity 1 defined: System is down, or major critical functionality is not operating.
 - Severity 2 defined: Non-Critical but major functionality is inoperative.
 - Severity 3 defined: System feature or minor hardware is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs.
 - Severity 4 defined: Cosmetic in nature.

Acceptance Criteria:

1. The TER Interface module has been installed for birth records and is ready for use. (Installation for death records will occur as a standard release upgrade)
2. Fort Bend County has tested the TER Interface module for birth records and the software is properly populating the Anthem Vitals Birth record repository

Change Management Process:

This proposal is offered and priced within the express scope of the Manatron suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at the standard hourly rate (minimum of one hour).

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©2008 Manatron, Inc. Anthem is a trademark of Manatron.

Agreed and Accepted:

SIGNATURES

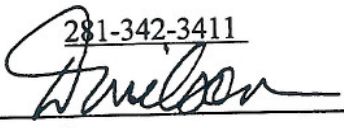
We, the undersigned, accept this Statement of Work for Case 459916 as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm your request of hardware, software and/or services as outlined and at the price indicated.

County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond TX 77469

Phone: 281-342-3411

By: 

Printed Name: DIANNE WILSON

Title: County Clerk

Date: 10/15/08

ATTACHMENT 1 – Acceptance Form #1 for Case 459916

The purpose of this acceptance form is for Fort Bend County to accept that the TER Interface module is ready for testing.

Purpose

The purpose of the Acceptance Form is for the Client to confirm the TER Interface module has been installed as detailed in Case 459916 and is ready for testing.

Solution:

1. Manatron has configured the TER Interface module to run on the existing PC's

Outputs

1. The TER Interface module has been installed for birth records and is ready for testing.
(Installation for death records will occur as a standard release upgrade)

I, the undersigned, agree that the TER Interface module has been installed and is ready for testing according to the conditions of the Statement of Work and this agreement.

County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond TX 77469

Phone: 817-884-1063

Manatron:

Manatron, Inc.
1807 West Braker Lane, Suite 400
Austin, TX 78758

866-917-4354

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 2 – Acceptance Form #2 for Case 459916

The purpose of this acceptance form is for Fort Bend County to accept that Manatron has met all criteria and the system is in operation at Fort Bend County

Purpose

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed in Case 459916.

Solution:

1. Manatron has configured the TER Interface module to run on the existing PC's
2. Manatron has tested module functionality
3. Fort Bend has viewed and tested the module and accepts the functionality
4. All training and documentation deliverables have been met

Outputs

1. The TER Interface module has been installed for birth records and is ready for use. (Installation for death records will occur as a standard release upgrade)
2. Fort Bend County has tested the TER Interface module for birth records and the software is properly populating the Anthem Vitals birth record repository

I, the undersigned, agree that work is complete and that under the conditions of the Statement of Work and this agreement, the County will be billed \$14,890.00 for software, implementation services and 1st year support. 1st year support for is valued at \$2,000.00. 2nd year support will be added to the next renewal in October 2009.

County:

Name: Fort Bend County
Address: 301 Jackson St
Richmond TX 77469

Phone: 817-884-1063

Manatron:

Manatron, Inc.
1807 West Braker Lane, Suite 400
Austin, TX 78758

866-917-4354

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



Dianne Wilson, County Clerk
Fort Bend County Clerk
301 Jackson
Richmond, TX 77469

June 5, 2008

RE: PCR3379 - Services to transfer AI data and software from existing AI server to new AI server purchased by the County.

Dear Dianne Wilson,

Thank you for giving Manatron the opportunity to offer this proposal for assisting the County with the upcoming AI server migration. Attached is a summary of the work that is described in Manatron RM Change Request PCR3379, with pricing and space for your signature.

This offer is valid for 90 calendar days. Work scheduling will commence upon receipt of the below customer acceptance signed by yourself or a duly authorized representative of Fort Bend County.

Total price for Manatron Services, PCR3379: **\$3,500**
- Includes services to move all Anthem AI related software to the new AI server

Note: Installation and implementation of the Automated Redaction software project is dependant on completion of these services.

Sincerely,

Stacey Bryant
Business Analyst II
Manatron
1807 Braker Lane #400
Austin, TX 78758
866-917-4354 ext 7037

512-833-8343-FAX

Description of Services and Products

PCR3379 – Services to transfer AI software from existing AI server to new AI server purchased by the County.

Purpose:

Fort Bend County is replacing their existing AI server with a new AI server and has requested assistance from Manatron to conduct this software transfer. Installation and implementation of the Automated Redaction software project is dependant on completion of these services.

Solution:

Fort Bend County responsibilities include the following:

1. Order the new server and install it in the rack at the Fort Bend County data center.
2. Load all applicable operating software and patches.
3. Install Oracle client, configure it for County's database and confirm connectivity.
4. Install IIS & .NET Framework v2.0 (with SP 1). Once complete, check for any additional patches.
5. On database server, create a separate instance of Oracle database for AI test purposes.
6. Provide remote VPN connection for the installation and reboots when necessary.
7. After implementation, maintain patches, monitor disk space, perform weekly backups.

Manatron Responsibilities include the following:

1. Install SQL on new AI server.
2. Configure server for ongoing maintenance (backups, stat updates, etc.)
3. Install and configure the AI software and web services to interface with Anthem.
4. Upon completion of the above services, perform the switch to the new server.

Assumptions:

Should any of the below assumptions change, it may affect the schedule, scope and pricing of this change order.

1. The above listed County responsibilities to be met prior to Manatron's work. Any delays or failures to meet those listed could result in subsequent delays by Manatron or require additional services not included in this quote.
2. The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware as well as the protection of wiring from any damage. This includes environments for test, training, and production support.
3. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future hardware upgrades or replacement of equipment. No hardware purchases are included in the scope of this project.
4. All Anthem functionality and all data/images will be moved 'as-is.' This project does not include services for changes to the Anthem functionality or any data cleansing.

Acceptance Criteria:

1. Manatron has installed applicable AI software and configured the server as specified.
2. Manatron has worked with county to test new AI server functionality.
3. County can index documents using AI running from the new server and there are no unresolved critical software issues that were a result of this server transfer.

Change Management Process:

This proposal is offered and priced within the express scope of the Manatron suggested solution and acceptance criteria (above). The County may propose changes in the requirements, services, or deliverables. To propose a change, the County will provide Manatron with a request that describes the proposed changes. Manatron will provide a written response to this request.

Additional services rendered by Manatron at the request of the County (e.g., to expand the scope of functionality of a deliverable beyond what is described in this document) will be billed to the County at the following standard rates (minimum of one hour):

Training Services / Business Consulting	\$250
System Consulting / Hardware Engineering	\$250
Software Quality Assurance	\$250
Data Conversion Services	\$250
SW Engineering Services	\$250
SW Architecture Services	\$250

(*Rates subject to change)

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Agreed and Accepted:**SIGNATURES**

We, the undersigned, accept this document as a stable work product to be used in the delivery of project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm your request of hardware, software and/or services as outlined and at the priced indicated. This will be an Addendum to your existing Agreements with Manatron, and all the terms and conditions of that Agreement will pertain.

County:

Name:

Dianne Wilson, Fort Bend County Clerk
301 Jackson
Richmond, TX 77469

Address:

Primary Phone:

281-341-8685

By:

Printed Name:

DIANNE WILSON

Title:

COUNTY CLERK

Date:

6/17/08**Manatron:**

Manatron, Inc.

1807 Braker Ln #400Austin, TX 78758866-911-1354

By:

Printed Name:

John Hansen

Title:

V.P. - OPERATIONS

Date:

6.19.08

Approved by: John Hansen, Director of Risk
Management, Manatron, Inc.:

This agreement is not effective until executed by all parties.

ATTACHMENT 1 - Acceptance Forms for PCR3379**Purpose**

The purpose of the Acceptance Form is for the Client to confirm work is complete as detailed in PCR3379.

Outputs

1. Manatron has installed applicable AI software and configured the server as specified.
2. Manatron has worked with county to test new AI server functionality.
3. County can index documents using AI running from the new server and there are no unresolved critical software issues that were a result of this server transfer.

I, the undersigned, agree that work is complete and that under the conditions of the Statement of Work and this agreement, that the County will be billed \$3,500 upon signing this acceptance.

County:

Name:

Dianne Wilson, Fort Bend County Clerk

Address:

301 Jackson
Richmond, TX 77469

Primary Phone:

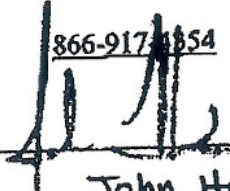
281-341-8685

By: _____

Printed Name: _____

Title: _____

Date: _____

Manatron:Manatron, Inc.1807 Braker Ln #400Austin, TX 78758866-917-1854By: Printed Name: John HansenTitle: V.P. - OPERATIONSDate: 6.19.08



Diane Wilson
Fort Bend County Clerk

February 20, 2008

RE: CHP1789 – 10 Additional Anthem Seat Licenses

Dear Diane,

Thank you for giving Manatron the opportunity to offer this proposal for assisting the County with the additional seat licenses.

This offer is valid for 90 calendar days. Work scheduling will commence upon receipt of the below customer acceptance signed by yourself or a duly authorized representative of Fort Bend County.

Manatron Anthem license	\$2,500.00
Total price for Manatron Services, CHP1789: 10 licenses @	\$2,000.00
Discount provided to Fort Bend	\$500.00
Total:	20,000.00

Annual Maintenance is \$450.00 per licenses commencing one year from purchase date.

Sincerely,

Ron Clark
Account Manager
512-252-6555

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documentation, without the express prior written authorization of Manatron, Inc.

©2008 Manatron, Inc. Anthem is a trademark of Manatron.

Agreed and Accepted:

SIGNATURES

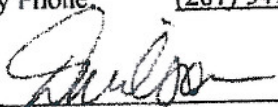
We, the undersigned, accept this document as a stable work product to be used in the delivery of project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm your request of hardware, software and/or services as outlined and at the priced indicated. This will be an Addendum to your existing Agreements with Manatron, and all the terms and conditions of that Agreement will pertain.

County:

Name: Diane Wilson County Clerk
Address: 301 Jackson St
Richmond, TX 77469

Primary Phone: (281) 341-8686

By: 

Printed Name: DIANNE WILSON

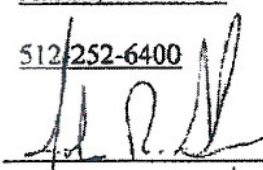
Title: County Clerk

Date: 4/3/08

Manatron:

Manatron, Inc.
15500 Wells Port Dr
Austin, TX 78728

512/252-6400

By: 

Printed Name: JOHN R. HANSEN

Title: Director/V.P. Operations

Date: 4/2/08

This agreement is not effective until executed by all parties.

MANATRON

DOCUMENT REDACTION SERVICES

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron") and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide redaction services as described in the Redaction Services Statement of Work dated March 12, 2008 attached hereto as Exhibit A
2. Fort Bend RFP #08-029 and Manatron's response dated December 6, 2007 are incorporated herein by reference.
3. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements.

Dated: March 26, 2008

Manatron:

Manatron, Inc.

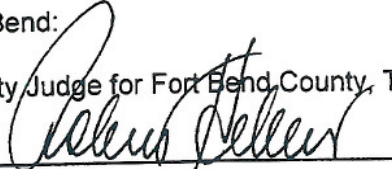
By: 

Name: G. William McKinzie

Title: PRESIDENT AND CEO

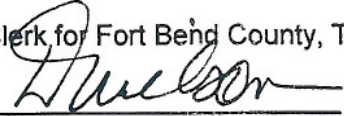
Fort Bend:

County Judge for Fort Bend County, TX

By: 

Name: Robert Hebert

County Clerk for Fort Bend County, TX

By: 

Name: Dianne Wilson

Approved As To Legal Form:

PL 3-27-08
Asst. County Atty. Date

cc 4/1/08



AUDITOR'S CERTIFICATE

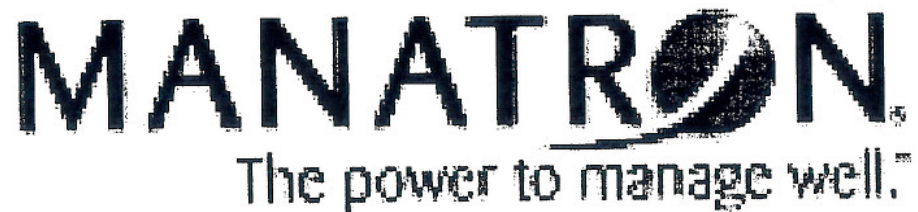
I hereby certify that funds are available in the amount of \$312,500.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

A handwritten signature in black ink, appearing to read "Robert Sturdivant", written over a horizontal line.

— Robert Edward Sturdivant, County Auditor



EXHIBIT A



Redaction Services

Fort Bend, Texas

STATEMENT OF WORK

VER.1.2

MARCH 12, 2008

Manatron
15500 Wells Port Drive
Austin, Texas 78728
• Fax 512.252.6511
www.Manatron.com

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Manatron

Part Number:

REV: A

Part Name:

File Name:

Page 2 of 15

Project Summary	4
Project Summary	4
Project Implementation	4
Purpose Statement	4
Scope Statement	5
Exclusions.....	6
Assumptions	6
Redaction Quality Assurance Process	7
Redaction Guidelines	7
Exception Handling	10
Redaction Process Reporting	10
Project Control Processes and Project Management Procedures	12
Project Status.....	12
Location of Project Documents, Deliverables and Files	12
Issue Tracking and Resolution Procedures	12
Change Management Process.....	12
Stakeholders.....	13
Price and Billing	15
SIGNATURES	16
Attachment 1 - Acceptance Criteria	17
Attachment 2 - Sample Import File	18

Project Summary

Project:	Redaction Services
Project Site:	Fort Bend Texas 301 Jackson Street Richmond, TX 77469-3108
County Contact(s):	Ms. Diane Shepard Office: 281-341-8664
Target Date of Implementation:	In accordance with RFP response Manatron will provide completed redaction delivery within 4 months of signing of this Statement of Work. Extraction of images may begin early, in preparation for delivery immediately upon contract signing.
Scope:	All digits except the last four shall be redacted from social security number, driver license number, bank account number, debit card and credit card number (only nationally recognized financial organizations).
Technology:	Hardware Manatron will provide two external hard drives to accommodate shipping images. These drives must be 300GB or higher.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the initial analysis phase of this project, a project schedule will be mutually agreed upon by Manatron and the County.

Project Implementation

Purpose Statement

The purpose of this project is to redact official records for the County. This statement of work describes the project that Manatron, Inc. is responsible for implementing. Upon contract signing Manatron will provide completed redaction delivery within 4 months of signing of this Statement of Work.

The various phases of this project will upgrade the existing system and automate many manual processes, simplifying the workflow process.

The project will be administered in the following phases:

STATEMENT OF WORK

- Planning
- Extraction of images
- Image processing with Automated Redaction Software
- Manual verification services
- County review and acceptance
- Loading of redacted images

Scope Statement

The Manatron and County Project Managers will jointly plan, schedule and provide resources to complete the following redaction services tasks. Specifically, this project entails the following:

1. Manatron will provide Redaction of 12.5 million images for the date range of 09/01/1936-02/28/2007 for Official Public Record Documents including Marriage (both Formal and Informal and Applications)
2. Manatron will provide redaction regions to include all digits except the last four shall be redacted from social security number, driver license number, bank account number, debit card and credit card number (only nationally recognized financial organizations). Further Defined in section title Redaction Quality Assurance Guidelines
3. If total number of images exceeds 12.5 million, a change order will be submitted and pricing will reflect additional images. The change order pricing will maintain the same rate as the original 12.5 million.
4. Manatron and County will work together to establish an initial knowledge base for the redaction software. This knowledge base will require that the County provide Manatron with a minimum of 100,000 documents that represent all document types to be redacted for the date range described above (additional documents may be required for the scope of this project).
Example import file listed in Attachments.
5. Manatron will meet with the County following the creation and analysis of the initial redaction knowledgebase to discuss findings and to identify any additional elements to be redacted from the images, if applicable, for change management review.
6. Manatron will extract data from the system for the provided date ranges of 09/01/1936-02/28/2007. The data extract will be in 4 batches of approximately 3 Million Images each.
7. Once the initial knowledge base is confirmed, the production work may begin. Manatron in coordination with the County has begun the building of the knowledge base listed in items 5 and 6.
8. Manatron will check the data for missing and/or corrupt data and advise county of any issues.
9. Manatron will process the images through the automated redaction software.
10. Manatron will manually review images through the verification services team located at Manatron's main Austin office. During the verification process, Manatron will begin extraction of the next batch.
11. Manatron will return redacted images (only) on the portable disk drive in a separate folder from the original images provided by the County. A listing of image files containing redacted information will accompany the redacted images. Manatron will return the redacted images to the County after each batch of images is completed, and continue this batch process until all images are processed and delivered to the County.
12. Manatron will upon the counties confirmation of review load the redacted image batch into the Anthem production system
13. After Manatron loads images into Anthem, Manatron will return the disk drive "clear" to the County for collection of more images/data for the next batch.

STATEMENT OF WORK

14. Each batch will have an accuracy rate not less than 99.0% with Manatron performing rework on a batch at no additional per image processing charge until the accuracy rate achieved is not less than that specified. The batch accuracy rate percentage will be computed as the total number of images within a batch divided into the total number of incorrect redactions (either over redactions or under-redactions) within all images that are within the batch. Images that have multiple redaction errors will count as multiple errors in the total number of redaction errors and will not be consolidated per image; the County will be the final judge as to whether an image has been successfully redacted as outlined in the signed Statement of Work.
15. Manatron will provide reporting of each Batch of redacted images as shown in (Redaction Process Reporting) section below

County Responsibilities

16. County will be responsible for Image validation of Redacted Images. Manatron will load each batch into the Anthem Test environment to support the counties review.
17. **The County will have up to Thirty (30) days after the receipt of each delivery of redacted images to review and examine the redacted images for accuracy.** Unless an objection is made in writing by the County as to the quality of the services rendered by Manatron within the examination period as to the redacted images, the County will be deemed to have accepted Manatron's performance as to those redacted images, and Manatron will be deemed to have fully performed its duties and obligations under this contract.
18. Any erroneous images found after the final acceptance of each batch by the County may be corrected by Manatron at the request of the County for additional cost.

Exclusions

1. Any changes in redaction criteria and/or document types to be redacted will require images to be reworked and will require a separate Statement of Work between Manatron and the County.
2. During the initial data check, Manatron will provide the county with a list of any missing or corrupt images to be included in the last batch of the project. The County will be responsible for finding missing images and fixing corrupt images as identified by Manatron.
3. If redaction images are a result of a backfile project, the County is responsible for any additional storage needs for adding such backfile images to the existing system. This Statement of Work does not include hardware and/or storage requirements.
4. Long-term storage of the County's images at the Manatron Austin location is not included in this scope. Manatron will only keep a copy of the images in the Manatron environment for the duration of the project.

Assumptions

1. Manatron will provide Project Management for all project deliverables.
2. All issues will be resolved prior to beginning this project, or will be addressed through the Change Management Process (as defined later in this document).
3. Only the Redaction Services described in this Statement of Work or related contract and proposal documents will be provided as part of this project.
4. The County may be asked to provide a secure VPN connection for remote access to facilitate Manatron's support of the system.

Redaction Quality Assurance Process

The purpose of this Redaction Guide is to outline the identification and review standards that will be used to redact historical images from the County. These standards are initially based on the RFP Requirements for redaction. The RFP states that the following type of information is considered privacy information and should be redacted (electronically blacked out on the image). Nationally recognized as stated in the RFP and response are limited to the following, major credit cards (Visa, Master Card, American Express and Discover) along with the personal bank account numbers (Checking, Savings, Bank Money Market accounts, ABA/Routing numbers). This does not include revolving charge accounts such as Sams Club.

1. Social Security Numbers
2. Driver License Numbers
3. Bank Checking and Savings Account Numbers
4. Credit Card Numbers
5. Bank Debit Card Numbers

The type of information specified in the County's RFP is "numeric" and are broken up into two categories. The first category is "Content". This means that number can be identified by its structure or format. The second category is "Context". This means that a number is identified by information "around it in the document."

The Social Security number can be identified either by "Content" since it has a pre-defined format of "xxx-yy-zzzz" or "Context" since the words "social security number" or a derivative/abbreviation may be close by. The other four types of privacy numbers can only be identified contextually.

The amount of information redacted on the above 6 items varies. For Social Security and Driver's License Number, Bank Checking and Savings Accounts, Credit and Debit Cards, the last four digits "will not" be redacted.

Redaction Guidelines

The guidelines referenced in this document represent the interpretation of the above statute that will be used during the back-file redaction processing to develop the redaction knowledge base, identify redaction candidates and to perform manual quality assurance. The following guidelines were identified during the knowledge base development process.

Social Security Numbers

The primary criterion to identify social security numbers is contextual. Typically, when a social security number appears in a document it will be identified by surrounding text that provides a clue to its meaning. Examples of these types of identifiers for social security numbers are listed below.

Social Security Numbers
Social Security Number
Social Security No
Social Security #
SS Number
SSN#

STATEMENT OF WORK

SSN
SSAN#
SSAN
SS#
SS
Taxpayer Identification Number
Taxpayer Identification NO
Taxpayer ID Number
Taxpayer ID No
Taxpayer ID #
Taxpayer ID
TIN#
TIN
FEI#
FEI
Identifying number (Department of Treasury forms)

In addition, social security numbers are identified by content. The content in this case is a nine-digit number of the format "xxx-yy-zzzz". It is possible that this number may or may not contain dashes or there may be spaces between each group of numbers. Furthermore, the social security number may be split across two consecutive lines of text. In some cases there may only be 9 numbers with no dashes or slashes.

Unfortunately, this number format is not unique. Therefore, numbers that are identified as a redaction candidate only by this content method will use the following guidelines to determine whether to redact the number or not.

- 1) The number format will be redacted if the number format is next to, below or close to a person's name regardless of whether it has dashes or spaces between each group of numbers.
- 2) The number format will be redacted if it appears in a "Department of Treasury" form provided that where the "Kind of Tax" column contains:
 - a. 1040
 - b. 6672
 - c. CIV Pen/55
- 3) The number format will not be redacted if it appears in a "Department of Treasury" form provided that where the "Kind of Tax" column contains:
 - a. 941
 - b. Or any other number
- 4) The redaction candidate number will not be redacted if it contains text like:
 - a. On file
 - b. Not available
 - c. Or any other alpha characters
- 5) A nine-digit redaction candidate number will not be redacted if the context indicates that it is more likely a postal ZIP code.
- 6) The redaction candidate number will not be redacted if there are no contextual clues nearby.
- 7) The redaction candidate number will not be redacted if there are no contextual clues nearby and it is in a legal description.
- 8) The redaction candidate will be redacted if it fits the social security format (xxx-yy-zzzz) and the contextual clues identify it as a "Drivers License or ID number".

Credit Card Numbers

The primary criterion to identify a credit or debit number is contextual. Since there is no common format as in social security number, the surrounding text will be used to determine if it fits this category. The

following types of identifiers are listed below will be used to locate redaction candidates for Visa, MasterCard, Discover and American Express credit cards.

Credit Card Numbers
Credit Card No
Credit Card #
Credit Card
CID - Credit ID
Debit or Credit Card Number
Debit Card No
Debit Card #

Debit Card Numbers

The primary criterion to identify a credit or debit number is contextual. Since there is no common format as in social security number, the surrounding text will be used to determine if it fits this category. The following types of identifiers are listed below.

Debit or Credit Card Number
Debit Card No
Debit Card #

Bank Checking and Savings Account Numbers

The primary criterion to identify a checking or saving bank account number is contextual. Since there is no common format as in social security number, the surrounding text will be used to determine if it fits this category. The following types of identifiers are listed below.

Saving Account Number
Saving Account No
Saving Account
Saving Acct
Checking Account Number
Checking Account No
Checking Account
Checking Acct

Drivers License Numbers

The primary criterion to identify a driver license number is contextual. It will be the contextual information surrounding the driver license number that will be used to determine if it fits this category. The following types of contextual identifiers are listed below.

Drivers License Numbers
Drivers License Number
Drivers License Nbr
Drivers License No
Drivers License #
DL Number
DR. Lic.
DL#

Exception Handling

If a redaction candidate is identified and it does not fit any of the criteria mentioned in this guide, it will not be redacted. However, as part of the quality assurance process, the staff is requested to document any examples that they believe requires further review. These examples will be forwarded to the County for review. If the County determines that the example provided should be redacted, it can request that the Redaction Guidelines be updated to reflect this decision.

Redaction Process Reporting

Manatron will work with the county to setup a report utilizing the xml data as shown below.

```
<?xml version="1.0" encoding="utf-8" ?>
- <aiINDEXDocumentBase xmlns:xsi="http://www.w3.org/2001/XMLSchema-
  instance" xmlns:xsd="http://www.w3.org/2001/XMLSchema"
  xsi:type="aiINDEXDocument_MDocPage">
  <eTableSource>eMDoc</eTableSource>
  <ExtraPath />
  <nUpdateToStatus>0</nUpdateToStatus>
- <aiMDoc>
  <DocId>3984</DocId>
  <GlobalId>0029142502</GlobalId>
  <SplitNo>0</SplitNo>
  <ReceptionId>20070502967</ReceptionId>
  <ScanDateTime>2007-08-02T01:00:00</ScanDateTime>
  <ExtraPathId>-12</ExtraPathId>
  <ImageName>0039875528.tif</ImageName>
  <ImageType>4</ImageType>
  <PageCount>2</PageCount>
  <Status>1420</Status>
  <Priority>0</Priority>
  <DocType>1300</DocType>
  <DocTypeRule>0</DocTypeRule>
  <FormId>0</FormId>
  <FormIdRule>0</FormIdRule>
  <RuleVersion>0</RuleVersion>
  <PageRotate />
  <ImageResX>300</ImageResX>
  <ImageResY>300</ImageResY>
  <LastErrorPage>0</LastErrorPage>
  <LastErrorCode>0</LastErrorCode>
  <StatusInfo>Ready For First Fast Review</StatusInfo>
  <ExtraPath>2007080203_2007080203\</ExtraPath>
  </aiMDoc>
- <aiMDocPage_Tables>
- <MDocPage_Table>
- <DocId>3984</DocId>
  <Page>2</Page>
  <Priority>0</Priority>
```



```

<PageFormId>0</PageFormId>
<FormScore>0</FormScore>
<Status>0</Status>
<Skew>-1</Skew>
<Rotate>1</Rotate>
<ExtraPathIden>0</ExtraPathIden>
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  REDACT18\Redacted\2007080203_2007080203\0039875538.tif</ImageName>
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<SelectionType>0</SelectionType>
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<bOverwriteExisting>>false</bOverwriteExisting>
- <szPage>
  <Width>2528</Width>
  <Height>3461</Height>
  </szPage>
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  </aiMDocPage_Tables>
- <aiRedactionCandidates>
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- <DocIden>3984</DocIden>
  <Page>2</Page>
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  <Pass>100</Pass>
  <CandidateStatus>0</CandidateStatus>
  <Confidence>0</Confidence>
  <Method>0</Method>
  <Version>0</Version>
  <RuleId>0</RuleId>
  <UserAction>0</UserAction>
  <Rc1L>896</Rc1L>
  <Rc1T>771</Rc1T>
  <Rc1R>1163</Rc1R>
  <Rc1B>804</Rc1B>
  <Rc2L>0</Rc2L>
  <Rc2T>0</Rc2T>
  <Rc2R>0</Rc2R>
  <Rc2B>0</Rc2B>
  <Rc3L>0</Rc3L>
  <Rc3T>0</Rc3T>
  <Rc3R>0</Rc3R>
  <Rc3B>0</Rc3B>
  </MDocRedactionCandidate>

```

```
</aiRedactionCandidates>  
<strLastOp>Serialize [\\HARTIC-  
MENTIS1\MENTIS\AIINDEX_FLORAN_REDACT18\REDACTED\2007080203_200  
7080203\0039875528.XML] serializer.Serialize(writer, aiMDoc)</strLastOp>  
<bError>false</bError>  
</aiINDEXDocumentBase>
```

Project Control Processes and Project Management Procedures

Project Status

The County and Manatron Project Managers will communicate regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions and ensure the success of the project. Project Team members will also meet as required.

Location of Project Documents, Deliverables and Files

Hard and soft copies of any necessary project documents, deliverables, status reports, meeting notes, etc. will be kept by the Manatron Project Manager electronically.

Issue Tracking and Resolution Procedures

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

Issue Tracking Strategy

- All Manatron issues will be logged and maintained by the Manatron Project Manager.
- Any issues identified by any member of the County Staff or the Manatron Project Team will be reported to the County Project Manager.

Issue Resolution

The Manatron Project Manager and County Project Manager will assign necessary resources to resolve issues on the Manatron Issues Log and report on their progress.

Change Management Process

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations/goals such as budgets, estimates, and schedules.

A "change of scope" is defined to be a change to any of the following:

- Hardware configuration affecting the project
- Third Party software configuration affecting the project
- A change in the requested redacted regions and/or document types
- Any other change that could effect the project schedule or budget

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in Manatron's TeamTrack Change Management System. County or Manatron can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, cost, training, acceptance criteria and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation, and specify any additional time and cost necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide their rationale for not recommending the change.

Manatron will work jointly with the County to determine mutual interest in pursuing the Request for Change (County may accept or reject proposed solution). Should mutual agreement be reached, Manatron shall submit feedback to County including impact to timing and cost of implementation and maintenance.

Stakeholders

Following is a brief description of the stakeholders who will be identified in the planning phase of the project.

County Project Sponsor- Dianne Wilson

The Project Sponsor is the individual who provides the authority necessary to implement the project and accept billing milestones.

County Project Manager –Diane Shepard

The Project Manager is the individual who monitors the project schedule and deliverables, coordinates County responsibilities, and ensures success. The Project Manager will act as the liaison between the County and Manatron.

County Technical Resource – Charles King

The Technical Resource will act as the technical expert for the County IT environment, working with the County Project Sponsor/Project Manager for approval and direction.

Manatron Project Manager (PM) /Ron Clark

The Manatron Project Manager will act as the liaison between the County and Manatron, as well as direct Manatron project team members. The Manatron PM monitors the project schedule and deliverables, coordinates Manatron responsibilities, and ensures success.

Manatron Account Manager (AM) Ron Clark

The Manatron Account Manager serves as the ongoing account manager for the County throughout the support and maintenance cycle.

Manatron Project Sponsor Judy Peikert

The Project Sponsor will act as the project sponsor and a point of escalation. The Project Sponsor monitors progress of overall Manatron project objectives.

STATEMENT OF WORK

Price and Billing

Price

Manatron will provide the services described in this Statement of Work for the below pricing. Pricing is per image and below estimates are based on initial understanding of scope. Billing will be for the actual number of images provided by the County for processing and as each batch is accepted.*

Backfile Redaction Services	Price per image	Estimated total price*
Redaction of an estimated 12,500,000 number of images for years ranging 1936 through 2007. Redaction regions and document types described earlier in this document. Hardware not included. Export/import services are included.	\$.025	\$312,500.00

Billing Milestones

Billing milestones will be broken into batches as agreed upon in the planning stages of this project. Batch size and quantity of batches will vary.

- Within 10 days of sending a processed batch to the County, Manatron shall submit a written invoice to the County for 75% of the redaction services fees for that batch.
- Upon Client acceptance of a batch of images (not to exceed 30 days from the date Manatron provides validated images to the County), the County will notify Manatron of Client acceptance (see attached Acceptance Forms) and Manatron shall submit a written invoice to the County for 25% of the image validation fees for that batch.
- County will pay Manatron within 30 days of receipt of any written invoice for the redaction services performed by Manatron.

SIGNATURES

We, the undersigned, accept this document as a stable work product to be used in the delivery of project described herein and have provided a Purchase Order to commence. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

Signatures:

Manatron:

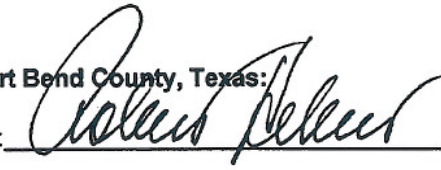
By: 

Printed Name: G. William McKinzie

Title: PRESIDENT AND COO

Date: 3/26/2008

Fort Bend County, Texas:

By: 

Printed Name: Robert Hebert

Title: County Judge

Date: April 1, 2008

Attachment 1 – Acceptance Criteria

Acceptance Criteria Redaction Services (Batch #___)

Purpose: Verification for each "Batch" of the Redaction of Confidential Information from Official Records electronic images. This form is repeated for each batch.

Measurements / Process:

- Manatron has redacted and verified all digits except the last four shall be redacted from social security number, driver license number, bank account number, debit card and credit card number as defined in the statement of work.
- The County will verify the batch of images redacted within thirty (30) days of receipt.
- The County will document any objections/discrepancies in the quality of the batch within the 30-day period. Each batch will have an accuracy rate not less than 99% with Manatron performing rework on a batch at no additional per image processing charge until the accuracy rate achieved is not less than that specified. Manatron may correct any erroneous images found after the 30-day acceptance by the County for additional cost.

Outputs:

- MANATRON has returned the redacted images and list of redactions to the County.
- Manatron has resolved any issues the County has identified outside of the range of 99% accuracy (if any) and sent to MANATRON for review and correction.
- There were _____ images processed in this batch.

By signing this line of the acceptance criteria, the County agrees to be billed \$ _____ (75%) and confirms receipt of the redacted images in this batch.

Signature: _____

Date: _____

County: _____

By signing this line of the acceptance, the County agrees to be billed \$ _____ (25%) and confirms completion of the thirty (30) day review period for this batch.

Signature: _____

Date: _____

County: _____

STATEMENT OF WORK

Attachment 2 – Sample Import File

Manatron will extract images and utilize a data file with the document type codes and document size (number of pages) associated with these document images.

Example Import File Formatting

File Layout for Redaction Project:

Field	Start	End	Description
Document ID	1	10	Unique document identifier
Page Sequence	11	21	Page Sequence within document
Instrument #	22	38	Clerk #
Record Date	39	48	Recording Date (dd-mmm-yy)
Page Count	49	58	Total Number of pages in the document
Document Type	59	73	Document Type
Page ID	74	85	Unique page identifier
Image Path	86	69	Full Directory path to the Image TIFF

Example:

0025206512	1	20030732232	22-DEC-03	19 M	0020963714E\2003122201_2003122201\0020963714.tif
0025206512	2	20030732232	22-DEC-03	19 M	0020963715E\2003122201_2003122201\0020963715.tif
0025206512	3	20030732232	22-DEC-03	19 M	0020963716E\2003122201_2003122201\0020963716.tif
0025206512	4	20030732232	22-DEC-03	19 M	0020963717E\2003122201_2003122201\0020963717.tif
0025206512	5	20030732232	22-DEC-03	19 M	0020963718E\2003122201_2003122201\0020963718.tif
0025206512	6	20030732232	22-DEC-03	19 M	0020963719E\2003122201_2003122201\0020963719.tif
0025206512	7	20030732232	22-DEC-03	19 M	0020963720E\2003122201_2003122201\0020963720.tif
0025206512	8	20030732232	22-DEC-03	19 M	0020963721E\2003122201_2003122201\0020963721.tif
0025206512	9	20030732232	22-DEC-03	19 M	0020963722E\2003122201_2003122201\0020963722.tif
0025206512	10	20030732232	22-DEC-03	19 M	0020963723E\2003122201_2003122201\0020963723.tif
0025206512	11	20030732232	22-DEC-03	19 M	0020963724E\2003122201_2003122201\0020963724.tif
0025206512	12	20030732232	22-DEC-03	19 M	0020963725E\2003122201_2003122201\0020963725.tif

MANATRON, INC.

AUTOMATED REDACTION SOFTWARE

SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron") and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007 pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide and install an integrated automated redaction system as described in the proposal for "Automated Redaction Software" dated November 30, 2007 attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the Agreements.

Dated: December 4, 2007

Manatron:

Manatron, Inc.

By: Krista Inosencio

Name: Krista Inosencio

Title: C.F.O.

Fort Bend:

County Judge for Fort Bend County, TX

By: Robert Hebert

Name: Robert Hebert

Date: 12-11-07

County Clerk for Fort Bend County, TX

By: Dianne Wilson

Name: DIANNE WILSON

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$48,150.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

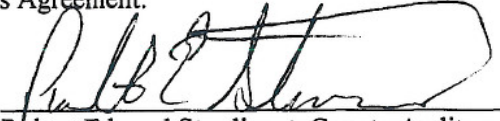
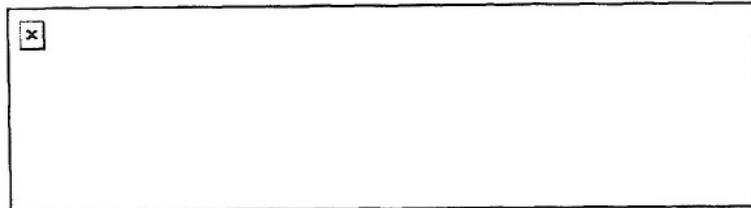

Robert Edward Sturdivant, County Auditor

EXHIBIT A



Automated Redaction Software

Fort Bend County Clerk

STATEMENT OF WORK

VERSION 1.2

NOVEMBER 30, 2007



Table of Contents

1. Project Summary	4
2. Project Overview.....	4
2.1 Software:.....	4
2.2 Existing Hardware:	4
2.3 Implementation Services:	5
3. Project Implementation	5
3.1 Purpose Statement	5
3.2 Scope Statement.....	5
3.3 Manatron aiRedact software	6
3.4 Project Assumptions and Constraints	7
3.5 Deliverables	8
3.6 Stakeholders	8
4. Project Control Processes and Project Management Procedures	10
4.1 Communications Plan	10
4.2 Project Status Meetings	10
4.3 Location of Project Documents, Deliverables and Files	10
4.4 Issue Tracking and Resolution Procedures	10
4.7 Change Management Process	11
5. Pricing, Billing and Acceptance.....	12
Billing Milestones	13



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www.manatron.com

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1. Project Summary

- Project:** Automated Redaction Software System
- Target Date of Implementation:** Detailed schedule with agreed upon dates to be delivered upon acceptance. Integration of Automated Redaction Software with Anthem will be available with the release of Anthem Version 6.9. Implementation scheduling and go live can be coordinated to coincide with the installation of Version 6.9 at Fort Bend County.
- Scope:** Process Analysis, Software Implementation, Software Configuration and Testing, Training, and On-Site Support
- Technology:** **Hardware** The aiRedact redaction software is designed to share the Automated Indexing server.
- Software** (see following table for software licenses included)
Software includes standard aiRedact automated redaction software. Any changes or additions to these deliverables will need to adhere to Manatron's Change Management Process.
- Services** Services include implementation of aiRedact automated redaction software.

2. Project Overview

2.1 Software:

Item	Description	Number of Users	Comments
Manatron aiRedact automated redaction software	Software to allow for real time redaction of scanned documents for Anthem. Integration within Anthem. Based upon the Automated Indexing framework.	6 plus supervisor	Redaction of day forward images will occur at same time as automated indexing; after image has been scanned. (Redaction of documents for Manatron's court application not included.)
MS SQL	Relation database for aiRedact		aiRedact module requires MS SQL. To be provided by the County.

2.2 Existing Hardware:

The following Fort Bend County hardware will be utilized for this implementation:

Item	Description	Quantity	Comments
Server(s)	Automated Indexing Server	1	Source for processing image redaction.



2.3 Implementation Services:

The following services will be provided as part of this project.

Description	Comments
Project Management Services	Provided by Manatron consulting.
Software configuration, localization, quality assurance	Provided by Manatron development and Manatron consulting groups.
Training –aiRedact Automated Redaction software.	Manatron will provide a half-day onsite training session for aiRedaction. Includes training manuals.
On Site Support –aiRedact Automated Redaction software.	Manatron will provide a half-day of onsite support, assistance & troubleshooting.
Documentation	Standard Manatron documentation for user manuals and project management.

3. Project Implementation

3.1 Purpose Statement

The purpose of this project is to implement Manatron's aiRedact automated redaction software for Fort Bend County. Upon contract signing, the scheduling plan will be developed between Manatron and Fort Bend County.

The various phases of this project will upgrade the existing system and automate many manual processes, simplifying the workflow process.

The project will be administered in the following phases:

- Detailed Analysis and Planning
- System Configuration
- Specialized Training
- Implementation
- "Go Live" On-Site Support

3.2 Scope Statement

Manatron is responsible for the specification of necessary hardware, configuration and installation of necessary software, instruction/training of staff, and onsite support within the terms of this agreement. Specifically Manatron shall:

- Install the Manatron aiRedact automated redaction software tool within the existing Anthem framework.



- Train County employees and provide support for the aiRedact software.

3.3 Manatron aiRedact software

For Official Records, the Manatron aiRedact automated redaction software will be integrated with Version 6.9 of Manatron's Anthem document management system. Included will be the refinement of the existing automated indexing knowledge base of similar document types that will be fine-tuned to Fort Bend document characteristics to insure maximum recognition before verification.

This tool will be a separate Anthem module, designed for on demand redaction processing of newly scanned images. The Anthem workflow will remain the same; with the redaction (along with AI) process occurring after the document has been scanned.

County Staff will be trained to verify document images selected by the software for redaction accuracy and editing. Once saved, the redacted image will become a part of the document that is available for public viewing. The original image will remain unchanged but will be suppressed from public view accept by authorized users.

Automated Redaction Tasks

The Manatron and Fort Bend Project Managers will jointly plan, schedule and provide resources to complete the following automated redaction tasks:

- Facilitate a Workflow Analysis to verify automated redaction set up.
- Fort Bend will confirm with Manatron the data types for redaction and the common document types and document codes that will be used to develop the Knowledge Base. At a minimum, the software will redact all but the last four digits of the following: (1) social security numbers, (2) driver's license numbers, (3) national standard credit card account numbers, (4) national standard financial institution debit account numbers, and (5) national standard financial institution checking account numbers. As documents are processed through the automated redaction software, the knowledge base will learn the redaction requirements of those documents not included in the initial knowledge base.
- As each successive Knowledge Base update is created, the remaining document types will begin to be recognized. The typical rule of thumb is the greater the volume of the document type, the greater the recognition rate.
- Fort Bend will provide a list of documents to be exempted (if any) from being processed through automated redaction.
- Refine the automated indexing Knowledge Base for automated redaction recognition.
- Test Knowledge Base, test image redaction and verification.
- Facilitate any further data gathering as needed as well as identify any known risks, constraints or assumptions not listed in this document.



- Once saved the redacted image will become a part of the document that is available for public viewing. The original image will remain unchanged but will be suppressed from public view except by authorized users.

Knowledge Base Updates

- Manatron will extract correction information for Knowledge Base updates after 3 months in production and after 8 months in production.
- Once this data is collected, it takes approximately 8 weeks to update the knowledge base and provide a new Knowledge Base.
- After the first year of production, knowledge base updates will be on an annual basis.
- No representation is made that the Knowledge Base will ever achieve complete redaction for all identified criteria. Verifier tools are provided to support additional redaction and verification of redaction candidates.

3.4 Project Assumptions and Constraints

- Manatron will provide Project Management for all project deliverables.
- All issues concerning outstanding functionality will be resolved prior to beginning this project, or will be addressed through the Change Management Process (as defined later in this document).
- Any new version releases of the software will be provided to Fort Bend at no additional charge provided Fort Bend is current on their maintenance agreement with Manatron.
- Changes in software and hardware will be subject to the Change Management Process and appropriate pricing and scheduling.
- All documentation provided by Manatron is provided "as-is".
- The County will provide a secure connection for remote access to facilitate Manatron's support of the system. This can be accomplished via VPN connection, WebEx, or PC Anywhere and modem dial up (VPN is preferred).
- The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware as well as the protection of wiring from any damage. This includes environments for test, training, and production support.
- Manatron recommends running all imaging and database servers on dedicated switched 100mbps Ethernet connections to the desktop.
- As additional storage space is needed for redacted data, Fort Bend will be responsible for adding drives to the image array.
- Definition of Issue Severity Levels:
 - Severity 1 defined: System is down, or major critical functionality is not operating.



- Severity 2 defined: Non-Critical but major functionality is inoperative.
- Severity 3 defined: System feature or minor hardware is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs.
- Severity 4 defined: Cosmetic in nature.
- Any changes in redaction criteria will require images to be reworked and will require a separate Statement of Work between Manatron and the County.

3.5 Deliverables

3.5.1 Training Deliverables

Each appropriate staff member will be provided with training and appropriate documentation for the Manatron aiRedact module. The training will be limited to 6 redaction users and supervisor. Manatron shall provide training on using the integrated aiRedact module to process and verify documents in conjunction with Anthem scanning and QC processes.

3.5.2 Documentation Deliverables

The following documentation will be provided:

- Training Materials – Class documents including operating instructions
- Project Management Documentation – Project Execution Plan and Schedule and status reports

3.5.3 Project Management Deliverables

- Project Execution Plan and Schedule (including any updates)
- Status reports
- Change requests
- Updated project plans

3.5.4 Hardware Deliverables

The aiRedact module can share the Automated Indexing server however aiRedact requires MS SQL. Fort Bend will provide MS SQL and the server hardware if it elects to use a separate server. Manatron will configure the server with the aiRedact software.

3.6 Stakeholders

3.6.1 County Project Sponsor – Ms. Dianne Wilson

The Project Sponsor is the individual that provides the authority necessary to implement the project and ensures success.

Responsibilities include:

- Facilitates issue resolution and change management



- Final decision making authority of County issues.
- Resolves County issues

3.6.2 County Project Manager – Ms. Diane Shepard

The Project Manager is the individual that provides the authority necessary to implement the project and ensures success. The Project Manager will act as the liaison between the County and Manatron.

Responsibilities include:

- Review milestone acceptance criteria and acknowledge completion
- Facilitate access to key County application and technical support personnel
- Coordinate and oversee County responsibilities
- Assign County personnel to project tasks that are the County's responsibility

3.6.3 County Technical Expert – Mr. Charles David King, IT

The County Technical Expert will act as the technical subject matter expert for the County IT department, working with the County Project Sponsor and Project Manager for approval and direction.

Responsibilities include:

- Execution of County technical tasks
- Oversee all technical environment issues (network, connectivity, power, etc.)
- Preparing site prior to software installation
- Provide technical support to County users.

3.6.4 Manatron Project Manager – Mr. Ron Clark

The Project Manager will act as the liaison between the County and Manatron, as well as direct project team members.

Responsibilities include:

- Monitor project execution against the baseline project plan
- Report project status including schedule, risks and issues
- Manage change control, risk and issues
- Maintain staffing plan and project timeline
- Develop and maintain project plans consisting of scope, schedule, cost, communication and risk
- Coordinate and direct day-to-day activities as well as monitor project execution against the baseline project plan.



3.6.5 Manatron Implementation team

Manatron Consultants/Trainers

Responsibilities include:

- Train County employees
- Provide onsite support on date of implementation (Live Day)

Manatron Development Specialists:

Responsibilities include:

- Installation of aiRedact software on server and system configuration
- Installation of localizing requirements
- Testing of Anthem aiRedact software and knowledge base
- Refinement of automated indexing knowledge base from automated redaction recognition

4. Project Control Processes and Project Management Procedures

4.1 Communications Plan

In order to keep Fort Bend County, Manatron Project Managers, and the Project Team informed on the progress of the project, a communication plan will be created for the project execution plan. The Communication plan specifies:

- When the various meetings take place
- What information the weekly status reports will contain
- Where project documents, deliverables and files are stored

4.2 Project Status Meetings

Fort Bend and Manatron Project Managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions and ensure the success of the project. Project Team members will also meet as required.

4.3 Location of Project Documents, Deliverables and Files

Hard and soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the Manatron Project Manager electronically and in project binders.

4.4 Issue Tracking and Resolution Procedures

In the course of the project, issues will arise that will require documentation and



resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

4.6.1 Issue Tracking Strategy

- All Manatron issues will be logged and maintained by the Manatron Project Manager.
- All program issues will be logged and maintained by the Project Manager.
- Any issues identified by any member of Fort Bend Staff or the Manatron Project Team will be reported to the Project Manager.
- The Issues Log (using Manatron's TeamTrack web based tracking system) will be made available to each stakeholder upon request.

4.6.2 Issue Resolution

The Manatron Project Manager and County Project Manager will assign necessary resources to resolve issues on the Manatron Issues Log and report on their progress in each status meeting.

4.7 Change Management Process

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations/goals such as budgets, estimates, and schedules.

A "change of scope" is defined to be a change to any of the following:

- Hardware configuration affecting the performance or capacity of the System
- Third Party software configuration affecting the performance or capacity of the System
- A change in the software or hardware configuration
- A change in the form or functionality of the Manatron Application Software that deviates from the mutually agreed upon Final Software Requirements
- Any other change that could effect the project schedule or budget

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in Manatron's TeamTrack Change Management System. The County or Manatron can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, cost, training, acceptance criteria and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation, and specify any additional time and cost necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide their rationale for not recommending the change.



Manatron will work jointly with the County to determine mutual interest in pursuing the Request for Change (The County may accept or reject proposed solution). Should mutual agreement be reached, Manatron shall submit feedback to the County including impact to timing and cost of implementation and maintenance.

5. Pricing, Billing and Acceptance

Anthem™ Price Proposal for Fort Bend Count Clerk, TX October 22, 2007	
	Extended Price
Automated Redaction Software Module	
aiRedact automated redaction licensing for Anthem (6 users plus supervisor) Does not include redaction for Anthem Courts.	\$21,000.00
Additional user licensing is \$2,000 each and maintenance is \$180 per year starting in the 2 nd year. Licensing includes access to automated redaction and automated indexing	
1 st year support and enhancements	
Integration to Anthem	\$27,150.00
Implementation services including project management, Project Execution Plan, training and travel	
Server hardware not included	
2 nd year Annual Support Agreement	\$1,737.00
Total Cost before second year annual support.	\$48,150.00



Billing Milestones

The following illustrates the projects acceptance and billing milestones and are to be signed off accordingly using the Acceptance Criteria forms following County approval of identified Acceptance Criteria.

aiRedact Automated Redaction (25%) - Project Start (AC #1)	\$12,037.50
aiRedact Automated redaction (75%) - Go Live Authorization (AC #2)	\$36,112.50
Project Total (not including Maintenance)	\$48,150.00

Annual Support Agreement (begin 1 year from Go Live)	
aiRedact Software (Can be prorated to match existing maintenance agreement)	\$1,737.00



**Acceptance Criteria # 1
aiRedact Automated Redaction
Project Start**

Purpose: The purpose of this Authorization is for Fort Bend to authorize that the Kick Off Phase has been completed, and the next phase can begin.

Measurements:

- Project Kick Off has occurred when Manatron has provided Project Plan and Fort Bend has approved project start.
- Roles and responsibilities assigned.
- Project Execution Plan and Schedule completed and approved by Fort Bend County.

Outputs:

- Project Execution Plan and Schedule delivered by Manatron and approved by Fort Bend County.

By signing this acceptance criteria Fort Bend agrees to be billed **\$12,037.50**.

Signature:

Date: _____

County Judge

Fort Bend County, Texas

Signature:

Date: _____

County Clerk

Fort Bend County, Texas



RECORDED ON 12-28-07
IN THE COMMISSIONER COURT
MINUTES OF 12-11-07

**Acceptance Criteria #2
aiRedact Automated Redaction
Go Live Authorization**

Purpose: The purpose of this acceptance form is for Fort Bend County to accept that Manatron has met all criteria and the system is in operation at Fort Bend County. Acceptance of this form by Fort Bend County authorizes Manatron to invoice for below amount.

Measurements:

- Manatron has configured aiRedact automated redaction to run on the existing aiIndex automated indexing server.
- Manatron has tested scanned images.
- Fort Bend County has viewed and tested redaction and accepts the functionality.
- All training and documentation deliverables have been met.
- There are no severity 1 or 2 defects in the software.

Outputs:

- Redaction of day forward image processing is installed and available for use.
- The system has been available for use for two weeks and there have been no severity 1 or severity 2 issues during the last week
- Note that Knowledge Base accuracy is improved over time and Verifier tools are provided to support additional redaction and verification. Knowledge Base tuning does not constitute a severity 1 or 2 issue.

By signing this acceptance criteria Fort Bend County agrees to be billed **\$36,112.50**

Signature: _____

Date: _____

County Judge
Fort Bend County, Texas

Signature: _____

Date: _____

County Clerk
Fort Bend County, Texas



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."

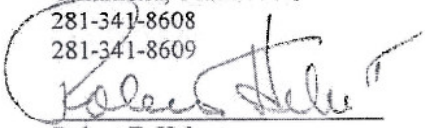
NOW, THEREFORE, Client and Manatron desire to execute this Records Management Master Agreement

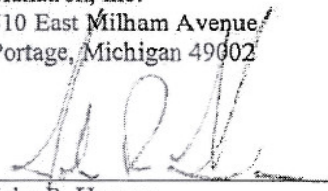
This Records Management Master Agreement ("Master Agreement") is entered into by and between Manatron and Client. This Master Agreement sets forth the general terms under which Client will purchase, license or sublicense products and services from Manatron. Manatron and Client will from time to time 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.

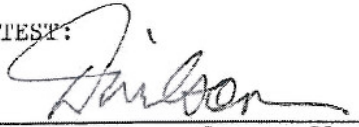
Client acknowledges it has read and understands this Master Agreement (including all Supplemental Agreements, schedules and amendments).

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).

Manatron, Inc.
Master Agreement

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, Inc.
Master Agreement

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

Manatron, Inc.
Master Agreement

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;

Manatron, Inc.
Master Agreement

(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

Manatron, Inc.
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

Manatron, Inc.
Master Agreement

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, Inc.
Master Agreement

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

Manatron, Inc.
Master Agreement

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 Mediation. 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.

Manatron, Inc.
Master Agreement

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 acknowledgments. 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

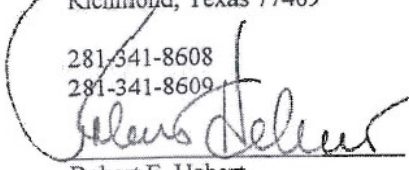
This Records Management Annual Software License and Maintenance Supplemental Agreement ("Supplemental Agreement") is entered into by and between Manatron, Inc. ("Manatron"), a Michigan corporation authorized to do business in the State of Texas, and Fort Bend County ("Client"), a political subdivision 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.

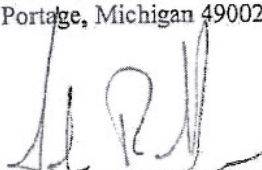
The following Exhibits are attached to this Supplemental Agreement and made a part hereof:

- 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).

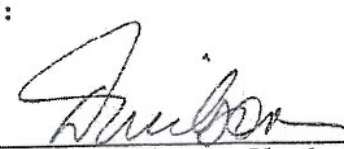
Agreed and Accepted:

Client
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

Manatron, Inc.

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.

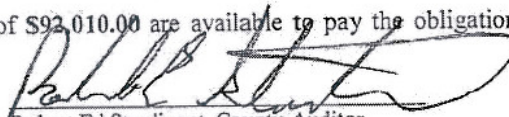
Any amendment of this Supplemental Agreement must follow the Change Request procedure stated in Section 2.4 of the Master Agreement.

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:

- | | | |
|---|---|--------------------------------------|
| ☐ DOCUMENT RECEPTION | ☐ SCANNING | ☐ ENHANCEMENT |
| ☐ INDEXING | ☐ CODE MAINT/FEE SETUP | ☐ |
| ☐ REPORTS | ☐ UCC | ☐ |
| ☐ MARRIAGE | ☐ PUBLIC | ☐ |
| ☐ SYSTEM ADM. | ☐ OTHER | ☐ |

If Hardware – Check one of the following:

- | | | |
|---|--------------------------------------|----------------------------------|
| ☐ HP LASER PRINTER | ☐ SCANNER | ☐ MONITOR |
| ☐ LABEL PRINTER | ☐ PC | ☐ SERVER |
| ☐ RECEIPT PRINTER | ☐ CASH DRAWER | ☐ |
| ☐ 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:

Comments:

Phone:

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

Signature:

Title:

Purchase order/invoice number for the revised project scope:

Comments:

Phone:

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 ("PSMPM"). 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

Manatron, Inc. Service Level Agreement

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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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Manatron, Inc. - A Thomson Reuters Business
Portage, MI United States

Certificate Number:
2016-145802

Date Filed:
12/13/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

17515
Records Management Software License and Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Mary T. Ammar

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mary T. Ammar, this the 13th day of December 2016, to certify which, witness my hand and seal of office.

Pamela Denise West

Signature of officer administering oath

Pamela Denise West

Printed name of officer administering oath

Notary Public

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
 2016-145802

Date Filed:
 12/13/2016

Date Acknowledged:
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17515
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4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath