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Amendment #1 to Contract OR2012.001

THIS Amendment No. 1 ("Amendment #1") is made by and between Yamhill County, a political subdivision of the state of Oregon (the "County") and Manatron, Inc. A Thomson Reuters Business ("Manatron")

WHEREAS, effective July 15, 2011 Manatron was acquired in its entirety by Thomson Reuters and Thomson Reuters assumed all of the contractual obligations of Manatron, including the obligations set forth in the Contract (as defined below).

WHEREAS, County and Manatron have previously entered into an "AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN MANATRON, INC. AND YAMHILL COUNTY", Contract #OR2012.001, dated March 29, 2012 (the "Contract"), which Contract includes multiple exhibits and related documentation for the purchase of the Manatron GRM-Tax and CAMA software system; and

WHEREAS, due to the discontinuation by Manatron of the CAMA software system and other internal restructuring and program redevelopments, Manatron has now requested that the County deploy certain other valuation software known as ProVal as part of the initial implementation contemplated under the Contract, with the intent and understanding that the County should ultimately migrate to Manatron's Aumentum Valuation (or equivalent next generation) Assessment and Taxation platform; and the County has expressed a willingness to do so as further provided in this Amendment; and

WHEREAS, the County and Manatron now wish to amend the Contract to incorporate the following revisions and proceed with the interim implementation of the ProVal/ GRM Platform (as defined herein); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Manatron, intending legally to be bound, hereby agree as follows:

1. The parties agree that, immediately upon execution of this Amendment they will begin the process of revising the Statement of Work, the Project Schedule, the Project Management Plan and any other required Exhibit or related documentation requiring updating pursuant to this Amendment (working back from a "Go Live" date of March 31, 2016) and that these revisions shall be completed no later than October 31, 2014. Once completed, these revisions shall be incorporated into the Contract by further written amendment. As part of this process the parties acknowledge and agree to specify exactly what the ongoing roles and responsibilities of each party shall be as part of the updated documentation conversion and implementation tasks process.
2. Section 2.0, Products and Services, is hereby amended to include the following new subsections:

2.4 ProVal/GRM Platform: Manatron shall deliver to County the complete Assessment and Tax (“A&T”) System, including redesigned ProVal and GRM Modules (the “ProVal/GRM Platform”), and County will be fully operational and will “Go Live” with the redesigned, and fully functional ProVal/GRM Platform no later than March 31, 2016. The County shall not unreasonably withhold Go-Live acceptance; provided, however, that the County reserves the right to postpone the “Go Live” date if, in the County’s sole discretion and not due to any delay or failure to perform on the part of Manatron, that additional time is necessary for reasonable User Acceptance Testing (UAT). In the event County, in its sole discretion and not due to any delay or failure to perform on the part of Manatron, determines that additional time is required for UAT, County and Manatron shall mutually agree on the new “Go Live” date” and in no case shall Thomson Reuters’ financial responsibility for Additional Temporary Staff and Support for UAT as described in 3.10 exceed the maximum as identified in that section. Manatron shall provide the necessary resources to ensure the conversion to the ProVal/GRM Platform according to the agreed upon schedule and to provide assistance to County for certain tasks such as data mapping, UAT and other conversion tasks; provided, however, that such assistance does not exceed that which was to be provided to County by Manatron for Custom CAMA.

2.5 Intentionally left blank:

2.6 E-Government and GEO Analyst Modules: As part of the ProVal/GRM Platform, County shall, at no additional charge for acquisition, licensing, conversion of data, maintenance or support, receive the E-Government and GEO Analyst modules.

2.7 Aumentum Valuation Platform: County shall be invited (but not obliged) to participate in any work group that is involved in the development or in the Beta Testing of the Aumentum Valuation (or equivalent next generation) A&T platform (the “AV Platform”) in the State of Oregon. In the event County, in its sole discretion, chooses to migrate to the AV Platform, Manatron shall cover all costs (except as provided below in 3.12 and 3.13) associated with such migration, including but not limited to conversion and licensing costs. For migration to the current solution (Aumentum/ProVal) and the future CAMA AV Platform, County shall receive 55 training days to use at the Counties discretion for both conversions. For clarity, the total number of training days is 55 and is broken out as follows in the table below:

Training Days	Description
15	Included in Schedule for Master Agreement # OR2012.001.01
30	30 Additional Days available @ \$1,100/Day. To be billed as used.
5	Additional Training Days provided, free of charge, via letter from John Hansen
5	Additional Training Days provided, free of charge, agreed to as part of this Amendment, and confirmed by Tom Walsh
55	Total Training Days

In addition, Manatron shall be responsible for all AV Platform related conversion activities, including data mapping, assistance with UAT and the conversion of APEX sketches and other data necessary to ensure that the AV Platform is fully functional at “Go Live”. Manatron ensures that, in the event County in its sole discretion chooses to migrate to the AV Platform that County shall “Go Live” no later than 24 months

following the first full installation (not Beta testing) of the AV Platform elsewhere in Oregon. In addition, Manatron agrees that (i) the following functionalities are currently part of the internal design documentation for the AV Platform, (ii) it intends to retain these functionalities in the new AV Platform and (iii) it will use reasonable best efforts to ensure the implementation of the following specific functionalities in the AV Platform in the state of Oregon and to provide regular reporting to County of status/capabilities of progress of implementation of the following functionalities in Oregon:

- Ability to handle mix use properties, (Different zoning on one parcel);
- Urban renewal module;
- GIS integration, (two way transfer of data);
- Sales Analysis tools, (ability to use GIS maps for data file);
- Workflow process, (workflow editor with flow chart);
- Ability to handle multiple tax codes, (Tags);
- Docking abilities, (download data to and from field devices);
- Ease of Navigation;
- Ease of import/export to Excel; Similar to Custom CAMA
- Audit trail, (ease of use);
- Ability to easily query any data field; and
- Sales Comp Grid, (automated adjustments and calculations).”

3. Section 3.0, Compensation and Payment Provisions, is hereby amended to include the following new subsections

“3.6 Software License Fee Escrow Agreement: Simultaneously with the execution of this Amendment County and Manatron shall execute the Escrow Agreement, attached hereto as Exhibit B and incorporated herein by this reference. Additionally, Exhibit A to Amendment #1 to Contract # OR2012.001 Deliverable Acceptance Statements 1-3 attached hereto and referenced in Exhibit B – Escrow Agreement, shall be incorporated into this agreement.

3.7 Additional Retainage: Upon execution of this Amendment, retainage shall be doubled from 20% to 40%. Following satisfactory “Go Live”, of the ProVal/GRM Platform, County shall release 40% of the total (40%) retainage to Manatron. The remaining 60% (of the total 40% retainage) shall be held by County until County, in its sole discretion, has successfully migrated to the AV (Aumentum Valuation) Platform. If County, in its sole discretion, chooses not to migrate to the AV platform, then this retained amount shall remain with County.

3.8 One Time Milestone Payment: The one-time milestone payment under Exhibit D, L2, is reduced from \$57,094 to \$37,094. This one-time milestone payment is subject to applicable retainage and will be made following satisfactory “Go Live” of the ProVal/GRM Platform.

3.9 Training and Travel Costs: Travel is to be limited to only that absolutely necessary for project success. Manatron’s reimbursable travel costs (including any travel costs related to training) are capped at \$30,000.00 and all travel shall be reasonable and mutually pre-approved. If the total of \$30,000.00 is not reached, the County may apply the remainder to any other component of the contract, including but not limited to additional training.

3.10 Additional Temporary Staff and Support: Manatron agrees to provide up to \$15,000.00 to cover the cost of temporary administrative or accounting support staff to man County's front office during UAT.

3.11 ProVal/GRM Platform Maintenance and Support: Following ProVal/GRM Platform "Go Live", Maintenance and Support Charges shall be capped at \$30,000.00 per year until such time that County, in its sole discretion, has migrated to the Aumentum Valuation (or equivalent next generation) A&T platform. Manatron shall provide ProVal/GRM Platform maintenance and support services for not less than five (5) years following County's "Go Live" date, with no increase in annual maintenance and support cost. If, in its sole discretion, County determines not to migrate to the Aumentum Valuation (or equivalent next generation) A&T platform, maintenance and support charges shall remain at \$30,000.00 per year.

3.12 AV Platform Compensation and Payment: County's entire cost to migrate to the AV Platform is hereby capped at the lesser of the actual cost or \$15,000.00.

3.13 AV Platform Maintenance and Support: In the event County, in its sole discretion, chooses to migrate to the AV Platform, then Maintenance and Support charges shall be \$58,594 for the first 12-month period and then shall escalate in accordance with the then applicable CPI, not to exceed three percent (3%) per 12-month period.

4. Section 16.0, Miscellaneous, is hereby amended to include the following new subsections:

16.27 County Project Administrator: Murray Paolo is hereby designated as the County's Project Manager. The County and the Project Manager shall be updated at least once every sixty (60) days on the progress and deliverables under the Contract and this Amendment and of the redevelopment of the AV Platform. At a minimum, these updates will include discussions between the Project Manager and VP Product Engineering, to include but not be limited to, detailed updates regarding ongoing refactoring or system architecture and related matters, to be determined by mutual agreement between Project Manager and VP Product Engineering.

16.28 Performance Guarantee: The parties agree that County has a substantial interest in the timely completion of the Project no later than the current "Go Live" date of March 31, 2016. However, the parties agree that the damages to be anticipated from the failure of TR to complete migration to the ProVal/GRM Platform by this date are uncertain and difficult to establish. The parties therefore desire to liquidate County's damages by releasing the \$226,549.90 outlined in the Escrow Agreement, attached hereto as Exhibit B and incorporated herein by this reference, should Manatron fail to deliver the three Milestones outlined therein and summarized below: 1)- (Exhibit A, Milestone #1) Manatron's failure to deliver software functionality that performs according to standards indicated in Track 7 for Oregon Ballot Measures 5 and 50, and the County has completed Track Acceptance and complied with 7.9.2 of the Statement of Work, (25%), 2)- (Exhibit A, Milestone #2, Part II) Manatron's failure to "Go Live" by March 31, 2016, (60%), and 3)- (Exhibit A, Milestone #3) Manatron's failure to deliver software functionality in a production environment thus preventing Final System Acceptance, (15%). Payment for above Performance Guarantee shall be deducted from the monies held in the escrow agreement and shall be capped at the total of the escrow agreement. Provided, however, that Manatron shall not be required to pay liquidated damages for a delay in the "Go

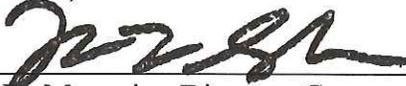
Live” of the ProVal/GRM Platform caused by County’s negligent or willful actions or at County’s request to extend Go Live for UAT purposes.

16.29 Order of Precedence: In the event of a conflict or any inconsistency between the provisions of the Contract or the provisions of this Amendment, the conflict or inconsistency shall be resolved by giving precedence to the provisions of this Amendment.

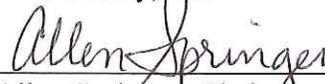
- 5. Except as modified by the terms of this Amendment #1, the Contract shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Contract not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.
- 6. County and Manatron and each of the persons executing this Amendment on behalf of County and Manatron hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
- 7. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
- 8. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.
- 9. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the County and Manatron have each caused this Amendment to be signed and delivered by its duly authorized representative as of the date listed below.

Manatron, Inc..

By: 
S.V.P., Managing Director, Government
Tom Walsh

Yamhill County, OR

By: 
Allen Springer, Chair
Board of Commissioners

Date: September 22, 2014

Date: 9-25-14

Accepted by Yamhill County
Board of Commissioners on
9.25.14 by Board Order
14-581

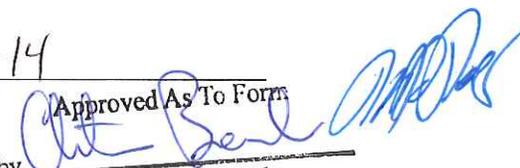
Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Exhibit A to Amendment #1 to Contract # OR2012.001

DELIVERABLE ACCEPTANCE STATEMENT (DAS) MILESTONE #1

Purpose:

The purpose of this acceptance form is for the Client to sign off on agreement that software functionality performs according to standards indicated in Track 7 for Oregon Ballot Measures 5 and 50, and the County has completed Track Acceptance and complied with 7.9.2 of the Statement of Work.

Acceptance Criteria:

1. First Milestone. Twenty-five percent (25%) of the Escrow Fund may be released to Manatron after software functionality performs according to standards indicated in Track 7 for Oregon Ballot Measures 5 and 50, and the County has completed Track Acceptance and complied with 7.9.2 of the Statement of Work as revised in the updated Project Plan referred to in paragraph 1 of Amendment #1.

Software functionality performed according to the standards listed above on: _____.
(Insert date).

Client response period is 5 business days. After that time, this deliverable will be considered accepted and ready for escrow release or if rejected documentation provided in a formal response to Thomson Reuters with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

We, the undersigned, agree that this work has been

- A. Completed on _____ (insert date)
- B. Failed to be completed on _____ (insert date)

Under the conditions of this agreement, Amendment # OR2012.001-Amnd1 and Exhibit A – to Amendment #1 to Contract # OR2012.001, ESCROW AGREEMENT the Jurisdiction or Manatron will release 25% of the funds outlined in the Escrow Agreement, per the terms of said agreement, upon signing this acceptance.

Accepted Rejected

Jurisdiction: Yamhill County, Oregon

Thomson Reuters:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

DELIVERABLE ACCEPTANCE STATEMENT (DAS) MILESTONE # 2

Purpose:

The purpose of this acceptance form is for the Client to authorize Go Live and agree that Thomson Reuters should proceed to transition to the support plan for the week of Go Live.

Acceptance Criteria:

1. Thomson Reuters has provided a production cutover plan, identifying resource needs and timeline expectations.
 - a. Any associated travel and travel expenses have been authorized by both parties, with at least 15 days advance notice booking.
 - b. Both Thomson Reuters and Client personnel are available for Go Live work.
2. The Client and Thomson Reuters agree the system is ready for production.
3. The Client has provided an updated list of any known software issues and severity rankings.
4. All system training has been completed.
5. Thomson Reuters and the Client have mutually agreed upon:
 - a. Items required for Go Live - see Attachment A (*attach detailed list to this DAS*).
 - b. The final list of items and delivery dates which will be used for Final Acceptance – see Attachment B (*attach detailed list to this DAS*). The project team will be responsible for the delivery of all Go Live and Final Acceptance items.
 - c. All other project issues not identified in either the Go Live or Final Acceptance list will be closed.
6. System Go Live and Transition to Support is set for (no later than March 31, 2016 unless mutually agreed to by both parties): _____ (*insert date*).
7. Any newly identified items from the point of transition date at Go Live will be submitted to and resolved by the Thomson Reuters Customer Operations (Support) team.

Client response period is 5 business days. After that time, this deliverable will be considered accepted and ready to cutover to production, or if rejected documentation is provided in a formal response to Thomson Reuters with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

We, the undersigned, agree that this work has been

A. Completed on _____. (insert date) Failed to be Completed on _____. (insert date)

DAS #2 – Part I Sign Off (Non Billable Sign Off)

Accepted Rejected

Jurisdiction: Yamhill County, Oregon

Thomson Reuters:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

DAS #2 – Part II Sign Off (Authorization of Release of Funds)

System Go Live and Transition to Support has occurred as of the date and agreement in DAS #2, where Acceptance Criteria #6 documents the agreed date.

Under the conditions of this agreement, Amendment # OR2012.001-Amnd1 and Exhibit A – to Amendment #1 to Contract # OR2012.001, ESCROW AGREEMENT the Jurisdiction or Manatron will release 60% of the funds upon signing of this DAS #1 Part II agreement and actual Go-Live Date as outlined above in item Acceptance Criteria #6 and as outlined in the Escrow Agreement, per the terms of said agreement.

Client response period is 5 business days. After that time, this deliverable will be considered accepted and ready for escrow release or if rejected documentation is provided in a formal response to Thomson Reuters with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

We, the undersigned, agree that this work has been

A. Completed on _____ . (insert date) Failed to be completed on _____ . (insert date)

DAS #2 – Part II Sign Off

Accepted Rejected

Jurisdiction: Yamhill County, Oregon

Thomson Reuters:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

DELIVERABLE ACCEPTANCE STATEMENT (DAS) MILESTONE # 3

Purpose:

The purpose of this acceptance form is for the Client to sign off on Final System Acceptance.

Acceptance Criteria:

1. The system is in a production environment
2. Thomson Reuters has delivered all Final Acceptance items attached to the Deliverable Acceptance Statement, Go Live Authorization.

This service was completed on: _____ (insert date).

Client response period is 5 business days. After that time, this deliverable will be considered accepted and ready for escrow release or if rejected documentation provided in a formal response to Thomson Reuters with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

We, the undersigned, agree that this work has been

- A. Completed on _____ (insert date)
- B. Failed to be Completed on _____ (insert date)

Under the conditions of this agreement, Amendment # OR2012.001-Amnd1 and Exhibit A – to Amendment #1 to Contract # OR2012.001, ESCROW AGREEMENT the Jurisdiction or Manatron will release 15% of the funds outlined in the Escrow Agreement, per the terms of said agreement, upon signing this acceptance.

Accepted Rejected

Jurisdiction: Yamhill County, OR

Thomson Reuters:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibit B – to Amendment #1 to Contract # OR2012.001
ESCROW AGREEMENT

This ESCROW AGREEMENT (“Agreement”), dated October 6, 2014 (“Effective Date”), by and among, Manatron, Inc. (the “Manatron”), and Yamhill County, Oregon (the “County”), and Satterlee Stephens Burke & Burke, as Escrow Agent (the “Escrow Agent”).

Manatron and County are parties to a Statement of Work (“SOW”) to the Agreement for Professional Services, effective March 29, 2012 by and between Manatron, Inc. and Yamhill County, Oregon (“Master Agreement”), pursuant to which Manatron provides the County certain software to support the business processes necessary for the assessor’s office to appraise, assess and collect real and personal property taxes within the State of Oregon (hereafter referred to as the “Assessment and Taxation Software”), for and on behalf of County.

The County has paid Manatron for licenses to GRM CAMA, also known as CustomCAMA, pursuant to the Master Agreement. However, the County will be migrated from the GRM CAMA also known as CustomCAMA licenses to GRM and ProVal licenses pursuant to the SOW, and Manatron has agreed to deliver an amount of money equal to the fees previously paid under the Master Agreement by County as of the date of this agreement into an escrow account hereby established. As more fully described in this Agreement, the Escrow Funds will be held by the Escrow Agent and distributed to Manatron or the County based on the successful completion of the migration in accordance with the terms of the SOW. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Master Agreement or SOW.

The parties agree as follows:

1. Establishment of the Escrow Fund. Manatron will deposit with the Escrow Agent, ~~and the Escrow Agent hereby acknowledges receipt of~~, the sum of \$226,549.90 to secure certain obligations of Manatron set forth in the SOW. Such deposit (including any interest thereon), less any distributions pursuant to Sections 3 or 4, is referred to herein as the “Escrow Fund”. The Escrow Agent will hold and dispose of the Escrow Fund, and any accretions thereto or income with respect thereto, in accordance with the terms and conditions of this Agreement.

2. Investment of the Escrow Fund.

2.1 Investment. The Escrow Agent shall invest any or all of the Escrow Fund and interest thereon, in a federally insured account as ~~directed in writing by Manatron or its designee~~. The parties acknowledge that the Escrow Agent shall not exercise any independent investment discretion in connection with the Escrow Fund.

2.2 Escrow Ledger. The Escrow Agent shall maintain a ledger (the “Escrow Ledger”) setting forth (a) the name and address of the County; (b) the Value of the Escrow Fund as of the date hereof; (c) all income or other items added to and distributions from or other items charged against the Escrow Fund; and (d) with respect to any distribution to Manatron or County pursuant to this Agreement, the provision of this Agreement pursuant to which such distribution has been made.

3. Distribution of the Escrow Funds. In the event Manatron successfully meets the Completion Criteria set forth below, then Manatron may make a claim to the Escrow Agent for distribution of that portion of the Escrow Fund listed below (including any interest thereon) to Manatron. In the event Manatron does not successfully meet the Completion Criteria set forth below, then the County may make a claim to the Escrow Agent for distribution of that portion of Escrow Fund listed below (including any interest thereon) to the County.

3.1 Completion Criteria:

(1) First Milestone. Twenty-five percent (25%) of the Escrow Fund after software functionality performs according to standards indicated in Track 7 for Oregon Ballot Measures 5 and 50, and the County has agreed, as indicated by the signoff of Milestone #1, to the successful completion of Milestone #1 of Exhibit A to the Amendment #1 to Contract #OR2012.001

(2) Second Milestone. Sixty percent (60%) of the Escrow Fund if the County's Go-Live Date of not later than March 31, 2016 is met, and the County has agreed, as indicated by the signoff of Milestone #2, Part II, to the successful completion of Milestone #2, Part II, of Exhibit A to the Amendment #1 to Contract #OR2012.001.

(3) Third Milestone. Fifteen percent (15%) of the Escrow Fund after Final System Acceptance, and the County has agreed, as indicated by the signoff of Milestone #3, to successful completion of Milestone #3 of Exhibit A to the Amendment #1 to Contract #OR2012.001

4. Procedures with Respect to Claims.

4.1 Claims by Manatron. If Manatron submits a claim to the Escrow Agent for distribution of the Escrow Funds, Manatron shall give written notice of such claim (a "Claim Notice") to the County and the Escrow Agent. Any such Claim Notice shall include the amount of the Escrow Fund that is claimed to be due to Manatron, the reasons therefor, including, at minimum, the specific Completion Criteria met by Manatron in the SOW, and instructions from Manatron to the Escrow Agent as to where such payments shall be made.

4.2 Claims Process. Within 30 days after receipt of any Claim Notice from Manatron asserting a claim to the Escrow Fund (or a portion thereof), the County shall, by written notice to Manatron with a copy to the Escrow Agent, either (a) consent to the payment of the claimed amount from the Escrow Fund to Manatron; or (b) deny consent to the payment of the claimed amount from the Escrow Fund to Manatron (such denial may be based, without limitation, on the County's need to further investigate the claim). Failure of the County to give such notice within the specified period shall be deemed to be the County's consent to the payment of the claimed amount from the Escrow Fund to Manatron, provided the County has actually received the Claim Notice.

4.3 Payment of Claims. The Escrow Agent shall make payment of the amount claimed by Manatron from the Escrow Fund (including any interest thereon) (a) promptly following any consent by the County pursuant to Section 4.2; (b) promptly following receipt by the Escrow Agent of joint written instructions from Manatron and the County directing that such payment be made to Manatron; or (c) by a final order of a court of competent jurisdiction; provided, that such order is not subject to further appeal or other appellate review.

5. Distributions to the County from the Escrow Fund. If the County submits a claim to the Escrow Agent for distribution of the Escrow Funds, the County shall give written notice of such claim (also referred to as a "Claim Notice") to Manatron and the Escrow Agent. Any such Claim Notice shall include the amount of the Escrow Fund that is claimed to be due to the County, the reasons therefor, including, at minimum, the Completion Criteria in the SOW that Manatron failed to meet, and instructions from the County to the Escrow Agent as to where such payments shall be made.

5.1 Claims Process. Within 30 days after receipt of any Claim Notice from the County asserting a claim to the Escrow Fund, Manatron shall, by written notice to the County with a copy to the Escrow Agent, either (a) consent to the payment of the Escrow Fund to the County; or (b) deny consent to the payment of the Escrow Fund to the County (such denial may be based, without limitation, on Manatron's need to further investigate the claim). Failure of Manatron to give such notice within the specified period shall be deemed to be Manatron's consent to the payment of the Escrow Fund to the County, provided Manatron has actually received the Claim Notice.

5.2 Payment of Claims. The Escrow Agent shall make payment of the Escrow Fund (including any interest thereon) (a) promptly following any consent by Manatron pursuant to Section 5.1; (b) promptly following receipt by the Escrow Agent of joint written instructions from the County and Manatron directing that such payment be made to the County; or (c) by a final order of a court of competent jurisdiction; provided, that such order is not subject to further appeal or other appellate review.

6. Termination. This Agreement shall commence on the Effective Date and terminate upon the distribution of all of the Escrow Fund and all other sums held by the Escrow Agent pursuant to this Agreement.

7. Duties of the Escrow Agent.

7.1 Duties Limited. The Escrow Agent shall perform only the duties expressly set forth herein, and shall not be required to refer to the SOW, except as expressly set forth herein, in performing its duties hereunder.

7.2 Reliance. The Escrow Agent may rely upon, and shall be protected in acting or refraining from acting upon, any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

7.3 Good Faith. Manatron and the County, jointly and severally shall indemnify the Escrow Agent and hold it harmless against any loss, liability or expense incurred without gross negligence or bad faith on its part, arising out of or in connection with this Agreement, including the reasonable costs and expenses incurred in defending any such claim of liability. The Escrow Agent may consult with its own counsel, and shall have full and complete authorization and protection for any action taken or suffered in good faith and in accordance with the opinion of such counsel.

8. Resignation and Termination of the Escrow Agent.

8.1 Resignation. The Escrow Agent may resign at any time by giving 30 days' written notice of such resignation to Manatron and the County. Thereafter, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Fund as depository. In such event, the Escrow Agent shall not take any action until Manatron and the County have designated a banking corporation, trust company, attorney or other person as successor Escrow Agent. Upon receipt of such instructions, the Escrow Agent shall promptly deliver the Escrow Fund to such successor Escrow Agent and shall thereafter have no further obligations hereunder.

8.2 Termination. Manatron and the County together may terminate the appointment of the Escrow Agent hereunder upon written notice specifying the date upon which such termination shall have effect. In the event of such termination, Manatron and the County shall within 30 days of such notice jointly appoint a successor Escrow Agent and the Escrow Agent shall turn over to such successor Escrow Agent all funds in the Escrow Fund and any other amounts held by it pursuant to this Agreement. Upon receipt of the funds and other amounts, the successor Escrow Agent shall thereupon be bound by all of the provisions hereof.

9. Fees and Expenses of Escrow Agent.

9.1 Escrow Agent. Manatron shall pay the reasonable and necessary fees and expenses of the Escrow Agent, which the Escrow Agent charges for committing to act, or acting, in such capacity, and for carrying out its duties required to be performed under this Agreement (the "Escrow Agent's Fees").

10. Miscellaneous.

10.1 Notices. Any notice or other communication required or which may be given hereunder shall be in writing sent to the address of the appropriate party set forth below, or to such other address as may from time-to-time (by written notice to the other parties in accordance with this Section) be designated, and notices shall be deemed to have been duly given (i) on the date of delivery if hand delivered, (ii) three days after being sent by registered or certified mail, postage prepaid, return receipt requested, (iii) on the date of receipt, with receipt confirmed, if sent by overnight courier (as per courier's records) or (iv) on the date of successful transmission if sent by fax:

(i) if to the Manatron, to:
Thomson Reuters (Tax & Accounting) Inc.
2395 Midway Road
Carrollton, Texas 75006
Attention:

with a copy to:

Thomson Reuters (Tax & Accounting) Inc.
2395 Midway Road
Carrollton, Texas 75005
Attention: Senior Counsel

(ii) if to the County, to:

Murray Paolo
Yamhill County Information Technology
535 NE 5th Street
McMinnville, OR 97128

with a copy to:

Office of Legal Counsel
Yamhill County
535 NE 5th Street
McMinnville, OR 97128

(iv) if to the Escrow Agent, to:

James F. Rittinger
Satterlee Stephens Burke & Burke
230 Park Avenue
New York, NY 10169
(212) 818-9606

Any party may by written notice given in accordance with this Section to the other parties, designate another address or person for receipt of notices hereunder.

10.2 Entire Agreement. This Agreement is entered into and delivered pursuant to the Master Agreement and SOW and as such contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto. All terms of the Master Agreement and SOW, and all Amendments thereto, are incorporated herein by reference.

10.3 Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived only by a written instrument signed by the parties or, in the case of a waiver, the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party or any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles.

10.5 Assignment. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever. Notwithstanding the foregoing, no party may assign any of its rights or obligations under this Agreement except that Manatron may assign any or all of its rights and obligations to one or more of its affiliates or to a successor to all or a portion of the assets of Manatron.

10.6 Further Assurances. Each of the parties shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

10.7 Variations in Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

10.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.9 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

10.10 Interpretation. The headings used in this Agreement are for convenience only, and shall not be used in interpreting the terms and conditions of this Agreement. All terms in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereof," "hereto," "hereunder" and other words of similar import shall refer to this Agreement as a whole, including any attachments, as from time to time may be amended or modified, and do not refer only to any specific subdivision of this Agreement. The word "including" when used herein is not intended to be exclusive, and shall mean "including without limitation" in all instances.

[END OF TEXT]

ESCROW AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

MANATRON, INC.

YAMHILL COUNTY
BOARD OF COMMISSIONERS

By: [Signature]

[Signature]

Title: SVP + Managing Director, Government

[Signature]

Date: September 22, 2014

Allen Springer

Date: 9-25-14

Satterlee Stephens Burke & Burke
as Escrow Agent

By [Signature]

Title Partner

Date: 11/6/14

Approved As To Form
by [Signature]
Christian Boenisch
County Counsel
Yamhill County
[Signature]

Accepted by Yamhill County
Board of Commissioners on
9.25.14 by Board Order
14-581