CONTRACT WITH JACKSON COUNTY, MISSOURI,
FOR CAMA SYSTEM IMPLEMENTATION

Contract No. JA-53

CONTRACT FOR SERVICES

This Agreement is made as of _____ August, 1997 between Sigma Systems Technology, Inc., a New York corporation, 6265 Sheridan Dr. / Suite 202, Williamsville, NY 14221 ("Sigma"), Federal Tax I.D. #16-1204935 and Jackson County, Missouri ("County") located at 415 East 12th Street, Kansas City, Missouri 64106.

RECITALS

1. STATEMENT OF WORK

Sigma shall deliver the CAMA system and services set forth in Exhibit A attached hereto.

2. PERIOD OF PERFORMANCE

The services to be performed by Sigma hereunder shall be accomplished over a 12 month period, or other mutually agreed upon time period, commencing upon signing of the contract. Data, specifications approval, and information required by Sigma for adaptation and testing of the software will be provided by the County on a timely basis and in usable form, since Sigma's performance and delivery of tasks is dependent on availability of such actions and information.

3. EXCUSABLE DELAY

Sigma will not be in default of this contract for any delay in its performance of any obligation under this contract which 1) result from fire, flood, strike, lockout, war, loss or damage of computer or peripheral equipment, or delay by vendors in shipping materials or parts, or 2) is due to any cause beyond Sigma's reasonable control that is not included in 1). All periods of time for performance of any obligation by Sigma will be extended by the length delay as mutually agreed upon between the County and Sigma.

4. PRICE

In consideration of the services to be performed by Sigma, as set forth in Paragraph 1 hereof, the County shall pay Sigma a sum not to exceed $230,000 for installation of the Informix based CAMA System, and training in the Graphical User Interface. County specific enhancements, summarized in Exhibit A, will be performed, as selected, at the costs identified in Table A-4. Additional ancillary supporting services, such as specific software modifications or additions, modeling and/or appraisal value review, authorized by the County in writing as an add-on cost to the contract, will be performed by Sigma on a Time and Materials basis at rates specified in Exhibit A. Annual CAMA software maintenance costs which will begin following expiration of the warranty period are also specified in Exhibit A.

"Informix" refers to computer software developed by the Informix Software Corporation and used to communicate with and manage the CAMA database. The Sigma software uses various Informix capabilities and commands to access and manipulate the property data stored in the database.

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5. PAYMENT

The County agrees to pay Sigma the fixed price specified in Paragraph 4 on a progress payment basis in accordance with the Milestone/Payment Schedule included in Exhibit A. Upon delivery of each task, the County must test and accept, or reject with specific reasons, within forty-five (45) working days, or other mutually agreed upon time period, of delivery. If rejected, Sigma will correct deficiencies and re-submit such tasks. Net milestone payments are due within thirty days after notification of task acceptance. Payments for any ancillary add-on efforts will be billed on a monthly basis and be due within 30 days of billing. Approval of milestone deliverables by the County will not be unreasonably withheld.

6. SOFTWARE LICENSE

The proprietary Sigma CAMA System software will be delivered to the County under a nontransferable license restricting its use to the new client server hardware environment and solely for use on data from the County. The license agreement shown in Exhibit D will be signed by both an Official of Jackson County and an Officer of Sigma upon execution of this contract.

7. PROPERTY LIABILITY

Sigma shall not be liable for loss or destruction of, or damage to, property owned or furnished by the County in connection with this contract unless such loss, destruction or damage results from willful misconduct, negligence, or failure to exercise good faith on the part of Sigma's employees.

8. CONFIDENTIAL INFORMATION

Sigma shall not, without the prior written consent of the County, divulge confidential information obtained by it from the County pertaining to County business.

9. USE OF THE COUNTY'S NAME

In connection with this contract, Sigma shall not, without the prior written consent of the County, use the name of the County, or any member of its staff, in any form of publicity or advertising directly or by implication, except that Sigma may use their names in a listing of clients shown or given to potential customers for recommendation purposes.

10. CHANGES

No modification of the terms and conditions of this contract shall be binding without written approval of both parties hereto.

11. ASSIGNMENT

Neither this contract nor any of its benefits nor the rights or privileges herein granted by Sigma shall be directly or indirectly, by operation of law or otherwise, assigned, transferred, divided, or shared by the County or Sigma with any person, firm, or corporate entity, without written consent of the other party.

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12. SIGMA SYSTEM CAMA SOFTWARE

The deliverable "Sigma System" CAMA software or component modules thereof required by this contract is proprietary and is licensed to the County. Accordingly, no right is granted by this or other provisions of this contract for the use of the software directly for any third person or for any use by any third person. Further, the County agrees to hold in confidence such delivered software and agrees to provide the same degree of protection on use as it applies in protecting its own proprietary information.

13. SOURCE CODE ESCROW

Sigma shall place in escrow with:

> Leonard G. London, Esq.
> Attorney at Law
> 5780 Main Street
> Williamsville, NY 14221

a copy of the Source Code for the products licensed under this agreement and a copy of the documentation for the program(s), in the form of disks or tape files compatible with the computer described in Exhibit "A". The County shall have the right to obtain at no cost a single copy of the then current version of the Source Code and program documentation upon occurrence of any of the following events.

A. Failure or refusal by Sigma, continuing for a period of thirty (30) days after written demand by the County, to provide support for the software or to perform any of its obligations under this Agreement, including but not limited to the continuance of the Program;

B. Discontinuance of business by Sigma because of bankruptcy as evidenced by bankruptcy filing, receivership, dissolution or other form of business disruption, provided that such business is not continued by a successor willing and able to perform the obligations of Sigma under this Agreement.

Sigma shall deposit with the Escrow Agent copies of updated and/or enhanced Source Code and documentation for the product(s) each time such updates and/or enhancements are released to its customers.

The County hereby agrees that in the event it obtains a copy of the escrowed Source Code under the provisions outlined in this paragraph, that the County will be restricted to the use of the CAMA System and/or Source Code only for use on County data in the course of County business.

14. WARRANTY

Sigma warrants that if the Sigma System infringes or may infringe upon the patent, copyright, proprietary or trade secret rights of any third party, then at Sigma's expense, Sigma shall procure for the County the right to continue the use of the software or replace or modify the software so that it becomes non-infringing, or obtain substantially equivalent replacement software acceptable to the County.

15. INDEMNIFICATION

Sigma shall indemnify, save and hold harmless the County, its officers, employees, and agents from and against any and all claims, demands causes of action, orders, decrees, judgments losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand or cause of action) occasioned by, growing out of, or arising or resulting from (a) the performance of any services required herein to be performed by Sigma, or (b) any act or omission on the part of Sigma, or its agents or employees.

16. INDEPENDENT CONTRACTOR

Both parties agree that Sigma shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation. As such, Sigma shall have no authorization, express or implied, to bind the County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for County. The compensation provided for herein shall be the total compensation payable hereunder by County.

17. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa and the use of any gender shall include any other and all genders. This paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

18. AMENDMENTS

No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by a written agreement signed by both parties.

19. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation thereof.

20. NO SURREPTITIOUS CODE WARRANTY

Sigma warrants that no copy of the licensed Software provided, contains or will contain any Self-Help Code nor any Unauthorized Code as defined below.

"Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive con-

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trol of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an Owner of the computer program (or person acting by authority of the Owner) to obtain access to a licensee's computer system(s) (e.g.-remote access via modem) for purposes of maintenance or technical support.

"Unauthorized Code" means any virus, Trojan horse, worm or other software routine or equipment designed to permit unauthorized access, to disable, erase, or otherwise harm software, equipment or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

21. YEAR 2000 COMPLIANCE WARRANTY

Sigma warrants fault free performance in the processing of dates and date related data including, but not limited to calculating, comparing and sequencing by all Software provided pursuant to this contract, individually and in combination. Fault free performance shall include the manipulation of this data when dates are in the 20th or 21st centuries and shall be transparent to the user. Sigma has no liability for any failure to comply with this provision that is caused solely by failure of an interconnected third party product to be Year 2000 compliant.

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THIS CONTRACT shall be subject to and governed under the laws of the State of Missouri.

IT IS UNDERSTOOD AND AGREED that the County may use its own order forms both concurrently with the execution of this contract and from time to time thereafter to furnish invoicing, shipping, and other instructions to Sigma.

THIS CONTRACT and Exhibits A - D attached hereto constitute the entire agreement of the parties. If there is any conflict or inconsistency between any condition or provision in the Contract or the Exhibits, the said conditions or provisions will prevail in the following order:

a) the conditions or provisions contained in the Contract;
b) the conditions or provisions contained in Exhibit A, Work Plan;
c) the conditions or provisions contained in Exhibit C, Customer Licensing Agreement;
d) the conditions or provisions contained in Exhibit D, Software Maintenance Agreement.
e) the conditions or provisions contained in Exhibit B, Request for Proposal for County CAMA System dated 5/27/97.
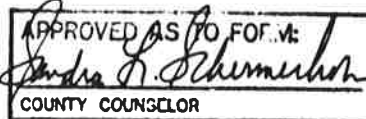
COUNTY

BY: _____

SIGMA SYSTEMS TECHNOLOGY, INC.

BY: _____
James R. Moesch, President

ATTEST:

By: _____

Date: 9.4.97

APPROVED AS TO FOF. M:
_____
COUNTY COUNSELOR

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Sigma Estimates Sent To Jackson County

	Original Sigma Totals	Totals 2	Selected	Totals	Rounded
License	60,000	60,000		60,000	60,000
Custom Implementation	57,766	57,675		57,675	58,000
Modifications:					
Common					
Common Taxpayer ID	6,672		6,672		
Address Ownership	3,430		3,430		
Numeric Data Size	2,152		2,152		
Security	26,504				
Transaction History	1,832		1,832		
Archiving Purging	12,942				
Workstation User Interface	9,160		9,160		
Online Help	6,977				
User Defined Fields	3,781				
SubTotal		72,450			
Modifications (REA Tasks)			14,600		
SubTotal No Travel		72,450	36,846	36,846	37,000
CAMA					
Basic Appraisal Functions	3,781				
Commercial Info	3,781				
Cost Enhancements	3,781				
Income Enhancements	8,969		4,969		
Sketch Enhancements	6,860				
Permit System Features	5,379				
SubTotal		32,551			
Travel Included					
SubTotal No Travel		32,551	4,969	4,969	4,900
Special					
Revenue Forecasting	18,129				
Property Record Cards	10,758				
Port to SGI Server	7,563				
Handheld Collection	5,379		5,379		
Imaging	5,379		5,379		
Technical Training	7,563				
SubTotal		54,771			
Travel Included					
SubTotal No Travel		54,771	10,758	10,758	10,700
Documentation	4,400	4,400	4,400		4,400
Conversion	4,187	4,187	8,000		8,000
Base Training	21,658	21,658	23,658		24,000
Travel	22,696	22,696	22,696		23,000
Project Management	Included			58,784	
Total		330,388		229,002	230,000
Opt Modeling Training	13,000	13,000			13,000
IQ Report Writer (30 seats)	15,000	15,000			
Annual Maintenance	19,200	16,800			19,000

$250,000

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	LICENSE	IMPLEMENT	MODS	CONV	TRAIN	OTHER	ANNUAL MAINT	TOTAL
ASIX/SIGMA	360,000	176,675	282,750	42,750	54,500	375,000	91,200	1,382,875
CLT	145,600	213,000	334,650	66,575	48,625	n/a	67,000	875,450
CPS	439,000	<-	<-	25,000	23,750	n/a	140,484	628,234
KVS	218,000	<-	<-	<-	13,000	n/a	43,600	274,600
BRC	200,000	<-	<-	?	<-	n/a	74,202	274,202
PROVAL/EQUITX	220,000		250,000					470,000
SIGMA only	60,000	58,000	37,000	19,000	37,000	20,000	19,000	250,000
PROVAL only	95,000	15,600	40,000	20,000	12,000	22,000	18,000	222,600

Asix/Sigma, Williamsville, NY
CLT (Cole, Layer, Trumble) Technologies, Dayton, OH
CPS Systems, Dallas, TX
KVS Information Systems, Williamsville, NY
BRC (Business Records Corporation), Waite Park, MN
Proval Corporation, Springfield, OH