COMPUTRUST SOFTWARE CORPORATION
Jackson County Public Administrator Usage License Agreement

Date: _Oct - 29, 2010_
("Effective Date".)

Between

Company Name: CompuTrust Software Corporation ("CTSC").
(under exclusive license for the use by Public Guardian and Public Administrator or related Agencies from Obvious Systems LLC, a Missouri Limited Liability Company having its principal business address at 75 Bellerive Acres, MO 63121-4330, USA)

Address: 18525 Sutter Blvd., Suite 280
              Morgan Hill, CA 95037

Principal Contact: Ken Toren, COO

And

Your Name: Jackson County Public Administrator
Address: 415 East 12th St., Kansas City, MO 64106   ("Site")

Address: Billing   same as above

Principal Contact: Rebecca Lake Wood

CTSC'S PROGRAM IS COPYRIGHTED AND LICENSED ANNUALLY (NOT SOLD) TO YOU UNDER THIS USAGE LICENSE AGREEMENT. CTSC DOES NOT SELL OR TRANSFER TITLE TO THE PROGRAM TO YOU. YOUR LICENSE OF THE PROGRAM WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF CTSC HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU.

THIS AGREEMENT CONSISTS OF (1) THE ACCOMPANYING TERMS AND CONDITIONS AND (2) EXHIBIT A, WHICH DESCRIBES IN DETAIL THE FEES FOR SOFTWARE USAGE, IMPLEMENTATION, DATABASE CONVERSION, AND SERVICES OF COMPUTRUST.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND AND ASSENT TO IT. YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IT SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER.

THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN ACCEPTED AND EXECUTED BY YOU AND APPROVED AND EXECUTED BY CTSC AS OF THE EFFECTIVE DATE ABOVE.

FILED
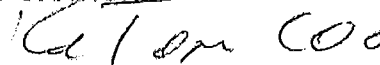
OCT 2 9 2010

MARY JO SPINO
COUNTY CLERK

ACCEPTED
BY :

_____

Signature   **Q. Troy Thomas, Director of**
Finance and Purchasing

_____
Print Name and Title

Date: _October 25, 2010_____

APPROVED
BY COMPUTRUST SOFTWARE
CORPORATION:

_____
Ken Toren, COO

Date: _____10/12/10_____

APPROVED AS TO FORM:

By _____
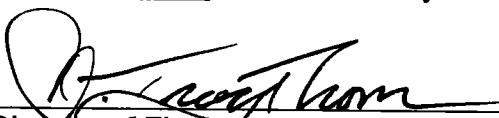   William G. Snyder
    Acting County Counselor

ATTEST BY:

_____
Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of $ _26,940.00_____ which is hereby authorized.

_October 25, 2010_____
Date

_____
Director of Finance and Purchasing
Acct. # _002-3501 6790_____
        _3501 2010 002_

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TERMS AND CONDITIONS

General. This is an annual Usage License Agreement. **You are not purchasing a perpetual license to the Program.** You receive an annual grant of license to use the Program, Support and Updates included in your Monthly Usage Fees, as defined in Exhibit A, and subject to the terms and conditions in this Agreement.

1. DEFINITIONS

1.1. **"You"** means the single end-user customer or organization signing this Agreement.

1.2. **"Program"** means the computer software application known as "CompuTrust," in object code only and the documentation, as more fully described in Exhibit A.

1.3. **"Installation"** means when the Program has been loaded onto your computer system, and the executability of the Program on such computer system has been demonstrated.

1.4. **"Custom Modifications"** means any modifications requested by you to improve the functionality of the Program for your specific in-house needs.

1.5. **"Error Correction"** means either a modification or addition that, when made or added to the Program, brings the Program into material conformity with its Documentation. The Error Correction, when completed, may consist of a change to the code, a "patch," or a "workaround" to enable use of the Program.

1.6. **"Enhancements"** means any modification or addition that, when made or added to the Program, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements does not include any Custom Modifications requested by you.

1.7. **"Error"** means any reproducible failure of the Program to conform in material respect to its Documentation.

1.8. **"Documentation"** means the end-user documentation which explains the use and Installation of the Program in hard copy or electronic form.

1.9. **"Error Reports"** In the event you discover a reproducible Error, you will make an Error Report to CTSC that identifies the steps to be taken to reproduce such error.

1.10. **"Third Party Software"** means any third party software products purchased on your behalf by CTSC, as more fully described in Exhibit A. This Usage License does not apply to Third Party Software, which is governed by the license terms and conditions of each Third Party Software product. You do not receive Support or Upgrades for Third Party Software as part of your Monthly Usage Fees.

1.11. **"Updates"** means new revisions of the Program that contain Error Corrections and Enhancements that are released by CTSC from time to time.

2. GRANT OF LICENSE

2.1. **Grant of License.** You are granted a nonexclusive, annually renewable right to use the Program and any Updates provided to you by CTSC, in machine-readable form, and related materials, identified in Exhibit A, for the Initial Term set forth in Section 11.1 and subject to the terms of this Agreement.

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2.2. **Scope of Rights.** You may:

    a. Install: Install the Program in your own facility at your Site specified on the front page of this Agreement.

    b. Execute: Use and execute the Program on the computer(s) at your Site on a per user basis, for purposes of serving the internal needs of your company or organization.

2.3. **Subject to Fees.** The above rights are granted pursuant to the Implementation Fees and the Monthly Usage Fees specified in Exhibit A.

2.4. **Object Code.** The Program is provided in, and may be used in, machine-readable object code form only.

2.5. **Number of Active Cases.** You are authorized to use the Program for up to the number of active cases authorized in Exhibit A.

2.6. **Back-up Copies.** You may make two (2) copies of the Program in machine-readable, object code form, for nonproductive backup purposes only, provided that you reproduce and include CTSC's copyright notice and proprietary legend on each backup copy. Each backup copy must be stored in a safe and secure location.

2.7. **System Operations; User Manuals.** System shall operate as described in the latest version of the user manual as provided by CTSC.

3. RESTRICTIONS AND LIMITATIONS ON USAGE

Your license of the Program is nonexclusive and nontransferable, and it extends only to your own installation, execution, and use of the Program on your computers. You may not assign, transfer, or sublicense this license or your other rights under this Agreement, whether by operation of law or otherwise, except with CTSC's prior written consent. You may not use the Program at another location, except with CTSC's prior written consent. THE PROGRAM AND USER MATERIALS ARE CONSIDERED CONFIDENTIAL INFORMATION AND CONSTITUTE HIGHLY SENSITIVE AND PROPRIETARY TRADE SECRETS OF CTSC. YOU MUST STRICTLY OBSERVE ALL RESTRICTIONS IMPOSED BY CTSC WITH RESPECT TO ITS PROPRIETARY PROTECTION OF THE PROGRAM.

4. DELIVERY AND INSTALLATION

4.1. **Delivery.** CTSC will use commercially reasonable efforts to deliver the Program on the mutually agreed upon delivery date. CTSC will not be responsible for delays caused by events or circumstances beyond its reasonable control.

4.2. **Installation.** Installation may be performed by: 1) your computer consultant; 2) CTSC via remote access; or 3) CTSC at your Site, as specified in Exhibit A. You are responsible for obtaining computers and operating systems compatible with the Program. Please refer to Exhibit A for computer and operating system specifications. Installation shall be deemed complete when a copy of the Program has been installed on your computer system at your Site and the executability of the Program on such computer system has been demonstrated.

4.3.   Acceptance. After completion of Installation, user training, and database conversion, you are responsible for initiating acceptance tests for the Program, after which you shall promptly deliver to CTSC a written notice of acceptance, which shall constitute "Acceptance" under this Agreement. Regardless of whether you deliver the notice of acceptance, or the date thereof, for purposes of this Agreement, Acceptance shall date from the first day you begin using the Program.

4.4.   Certification of Usage.   Upon thirty (30) days' written notice, CTSC at its sole option, may from time to time require an officer or senior member of your organization to certify in writing that you are not exceeding the scope of your license and the number of active cases authorized under this Agreement ("Officer's Certification"). In the event the actual number of simultaneous active cases exceeds the number authorized under this Agreement, you will be asked to pay any applicable additional license fees. In the event this Agreement terminates or expires, or in the event you are in breach of this Agreement, CTSC may require an Officer's Certification to the effect that your organization has stopped using the Program and has returned or destroyed all copies of the Program and other related materials at CTSC may reasonably request.

5. YOUR RESPONSIBILITIES

5.1.   Your Responsibilities. You are responsible for the following:

a. Procuring, installing, and operating computers, printers and operating systems to run the Program, as set forth in Exhibit A; and

b. Providing a proper environment and proper utilities for the computers on which the Program operates, including an uninterrupted power supply; and

c. Training personnel to use computers and to operate the Program; and

d. Appointing a technically qualified system administrator with sufficient computer hardware and software experience and training such administrator in assisting CTSC in diagnosing reported problems ("System Administrator"); and

e. Nominating a contact person to interface with CTSC on all Support calls from your organization. Such nominated single contact person shall either be the System Administrator or someone who is similarly technically qualified; and

f. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program or the computer systems on which they run non-operational.

6. TRAINING

6.1.   Training at CTSC Offices. CTSC offers training classes at its premises if there is adequate demand. These classes relate specifically to the CompuTrust program. Such classes are available on a first come, first served basis, and are subject to space availability and a sufficient number of sign ups for the scheduled class. To reserve a place in a training class, contact CTSC.

6.2.   On Site Training. At your request CTSC shall provide training at your site at a mutually agreed upon time and date, at CTSC's per diem rates, set forth in Exhibit A.

6.3.   User Group Training. Free training is offered at all User Group meetings if and when they are held.

7. SUPPORT AND UPDATES

7.1. **Extent of Support.** The Monthly Usage Fees include unlimited telephone Support.

7.2. **Support.** "Support" as used herein shall include:

a. **Telephone Hotline Support.** CTSC offers Telephone Hotline Support, which is available Monday through Friday from 8:00 a.m. to 5 p.m. Pacific Standard Time. You may call the hotline to report problems or request assistance in the use of the Program.

b. **Remote Access.** CTSC offers Remote Access. In order to use Remote Access, you must have the communications software set forth in Exhibit A. Remote Access includes: (1) diagnostic or corrective actions necessary to restore proper Program operation; (2) diagnostic analysis to assist in determining the cause of the reported problem; (3) correction of data file problems; and (4) downloading Error Corrections or Enhancements.

7.3. **Latest Version.** You are only eligible for Support if you install the most current Update of the Program within forty five days (45) days of delivery of such Update to you. CTSC is not obligated to provide Support for prior versions of the Program forty five days after CTSC delivers such Update to you.

7.4. **Enhancements.** Enhancements may be made once a year at the sole discretion of CTSC and will be provided free of charge to you.

7.5. **Custom Modifications.** You may request CTSC to provide Custom Modifications. The fees for Custom Modifications are set forth in Exhibit A.

7.6. **Error Reports.** In order to reproduce any Error, and the operating conditions under which the Error occurred or was discovered, CTSC may request that you submit an Error Report. Upon CTSC's request, you agree to submit an Error Report that identifies the problem and that describes the steps needed to reproduce the Error.

8. MATTERS NOT COVERED BY SUPPORT

8.1. The following matters are not included as part of your Monthly Usage Fees Support. If you request any of the following services, CTSC will charge you for such services at its prevailing per diem rates:

a. Any problem resulting from the misuse, improper use, alteration, or damage of the Program;

b. Any problem caused by your modifications to any version of the Program;

c. Any problem relating to your computer hardware or peripherals, including adding, modifying and deleting printers to your network;

d. Any problems relating to older unsupported versions;

e. Any Support resulting from a system crash or system upgrade, including rebuilding from a backup, restoring after a system failure, or reinstalling software as a result of not having a reliable backup.

f. Assistance with backups of your data or your operating system.

g. Administration and any support/training of the operating system.

h. Initial or reinstallation of the operating system.

i. CompuTrust Support as a result of users not reconciling their bank account(s) in a timely manner; and

j. CompuTrust support as a result of users not running the DBR and resolving balancing issues in a timely manner.

8.2. CTSC reserves the right to charge additional service fees if you seek assistance for matters that do not directly relate to the operation of the Program. CTSC does not hold itself out as a professional expert and adviser regarding your computer hardware, Third Party Software, computer peripherals or information needs. In particular, CTSC does not support your printers.

9. DATABASE CONVERSION

9.1.   Files. You agree to create files of your current database in an agreed upon format to be recommended by CTSC.

9.2.   Programs. You may request CTSC to write a program which will allow the files created by you from your existing database to be read into the Program's database. Fees for such services are set forth under Custom Modification Fees in Exhibit A.

9.3.   Code Translations. You will be responsible for any code translations that are needed.

9.4.   Risk of Lost Data. You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. CTSC shall not be liable for any such errors, omissions, delays, or losses. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

10. FEES AND TERMS OF PAYMENT

10.1.   Annual Usage Fees (Includes Support and Updates). The Annual Usage Fees is set forth in Exhibit A ("Annual Usage Fees"), and is payable in monthly installments, based upon the number of active cases ("Monthly Usage Fees"). The Annual Usage Fees includes telephone Support and Updates as released by CTSC from time to time. You agree to pay Monthly Usage Fees for as long as you continue to use the Program.

10.2.   Implementation Fees. You shall pay CTSC the one time Implementation Fees as set forth in Exhibit A. Implementation Fees include 1) Installation fees; 2) Custom Modification fees; 3) on site training fees; and 4) database conversion fees as set forth in Exhibit A ("Implementation Fees"). The Implementation Fees shall be paid to CTSC pursuant to the payment terms as set forth in Exhibit A.

10.3.   Responsibility for Monthly Usage Fees. You agree to pay the Monthly Usage Fees regardless of whether you seek reimbursement for such costs from individual cases or clients. CTSC does not accept any

payments from your clients.

10.4. Third Party Software Maintenance Fees. You do not receive Support or Upgrades for Third Party Software as part of your Monthly Usage Fees. If you require Support for Third Party Software from CTSC, you will be required to pay additional fees as set forth in Exhibit A.

10.5. Per Diem Rate. CTSC's current per diem rate for its services is set forth in Exhibit A .

10.6. Expenses. The Monthly Usage Fees do not include travel and living expenses ("Expenses") incurred by CTSC when providing you with any services hereunder. You agree to pay promptly the Expenses when and as the services are rendered and/or the Expenses are incurred, upon receipt of an invoice from CTSC. CTSC agrees to use the same diligence in controlling Expenses as it uses in its own business.

10.7. Taxes. The fees listed in this Agreement do not include taxes. In the event CTSC is required to pay sales, use, property, value-added or other taxes based on licenses or services granted to you under this Agreement or on your use of the Program, Third Party Software or services, then such taxes shall be billed to and paid by you, unless you provide CTSC certification of your tax-exempt status.

10.8. Price Increases. After the Initial Term, CTSC reserves the right to increase or decrease its Fees, provided, however, that CTSC shall not adjust its fees more often than once each year after the Initial Term, and CTSC shall provide you with at least sixty (60) days' notice of any proposed adjustment. Any price increase shall not exceed the Cost of Living Index, for the Bay Area, Northern California.

10.9. Late Charges. If any fee or cost is not paid within thirty (30) days after it is due, CTSC may, at its option, charge interest at a rate of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law, from the date such fee or charge first became due.

11. TERM AND TERMINATION

11.1. Term of License. The initial term of this Agreement is one year ("Initial Term"), and shall automatically renew for successive one year terms, from year to year thereafter unless terminated according to the terms of this Agreement.

11.2. Termination Without Cause. Either party may elect to terminate this Agreement upon ninety (90) days' written notice, prior to the renewal of any one (1) year term.

11.3. Termination for Material Breach. This Agreement may be terminated for material breach as follows:

a. Failure to pay any monies due to CTSC under this Agreement, within thirty (30) days' receipt of written notice of such failure from CTSC;

b. The non breaching party may terminate this Agreement for breach of any material term, condition, or covenant in this Agreement if the breaching party has failed to cure such breach within thirty (30) days' receipt of written notice of such failure;

c. Either party may terminate this Agreement in the event the other party: (i) is or becomes insolvent, (ii) is or becomes a party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of you, if such proceeding has not been dismissed within 30 days, or (iii) makes a general assignment for the benefit of creditors;

d. CTSC may terminate this Agreement <u>immediately</u> upon written notice for your breach of Section 12 (Proprietary Protection); or

e. CTSC may terminate this Agreement <u>immediately</u> upon written notice if you have breached this Agreement by underreporting the number of active cases using the Program as per Section 4.4 (Certification of Usage).

11.4. Consequences of Termination. Upon termination, you agree to stop using the Program and return or destroy all copies in your possession, and you shall certify your compliance per Section 4.4 (Certification of Usage) within five (5) days of the date of termination. You shall be responsible for taking adequate precautions to prevent any loss of your own data. Upon termination, all payments due CTSC shall immediately be due and payable, and any balance of the Annual License Fee shall be accelerated and payable immediately. You agree to pay all costs incurred by CTSC in collecting such fees, including reasonable attorneys fees.

11.5. Right to Disable Software. In the event that you either fail to cure any material breach in the times specified above, CTSC reserves the right to electronically disconnect your use of the Program until such breach is cured.

12. PROPRIETARY PROTECTION

12.1. Ownership. CTSC shall have sole and exclusive ownership of all right, title, and interest in and to the Program and User Materials, all copies thereof, and all modifications, and Updates (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the rights and license expressly granted to you under this Agreement. This Agreement does not provide you with title or ownership of the Program, but only a right of limited use.

12.2. Limitations on Use, Etc. You may not use, copy, modify, or distribute the Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by CTSC, under this Agreement. You may not reverse assemble, reverse compile, or otherwise translate the Program. Your license may not be transferred, leased, assigned, or sub-licensed without CTSC's prior written consent, except for a transfer of the Program in its entirety to a successor in interest of your entire business who assumes the obligations of this Agreement. You may not install the Program anywhere but your Site without CTSC's prior written consent (which will not be unreasonably withheld), provided that you may transfer the Program to another location temporarily in the event of an interruption of computer operations at your Site. If you use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by CTSC, your license is automatically terminated. You acknowledge that, in the event of your breach of any of the foregoing provisions, CTSC will not have an adequate remedy in money or damages. CTSC shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. CTSC's right to obtain injunctive relief shall not limit its right to seek further remedies.

13. WARRANTY

13.1. Limited Warranty. CTSC warrants for a period of ninety (90) days from the date of Installation of the Program, for your benefit alone, that the Program, when operated with the equipment configuration and in the operating environment specified by CTSC, will perform substantially in accordance with the Documentation for that version of the Program. CTSC does not warrant that the Program will be Error-free in all circumstances. In the event of any material defect or Error covered by such warranty, you agree to provide CTSC with

sufficient detail to allow CTSC to reproduce the defect or Error. The term "Material Defect" shall mean a defect or Error that either prevents use of the Program, or seriously impacts the use of the Program. As your exclusive remedy for any Material Defect or Error in the Program covered by such warranty, and as CTSC's entire liability in contract, tort, or otherwise, CTSC will correct such Error or defect at CTSC's facility by issuing corrected instructions, a restriction, or a bypass. If CTSC is unable to correct such Material Defect or Error after a reasonable opportunity, at your sole option, CTSC will refund the Annual Usage Fees paid for such Program. However, CTSC is not responsible for any Material Defect caused by your modification, misuse, or damage to the Program.

13.2. Limitation Of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, CTSC SHALL HAVE NO LIABILITY FOR THE PROGRAM OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; CTSC MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND CTSC SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13.3. Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of CTSC to you for all claims relating to the Program and any services rendered under this Agreement, in contract, tort, or otherwise, shall not exceed the total amount of all Monthly Usage Fees paid to CTSC for the Program or services within the prior year. This limitation shall not apply to the indemnification in Section 14 below. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

14. INDEMNIFICATION

14.1. Indemnification. If a third party claims that the Program infringes any U.S. patent, copyright, or trade secret, CTSC will (as long as you are not in default under this Agreement or any other agreement with CTSC) defend you against such claim at CTSC's expense and pay all damages that a court finally awards, provided that you promptly notify CTSC in writing of the claim, cooperate with CTSC, and allow CTSC to control the defense or any related settlement negotiations.

14.2. Right to Cure. If such a claim is made or appears possible, CTSC may, at its option, secure for you the right to continue to use the Program, modify or replace the Program so they are non-infringing, or, if neither of the foregoing options is available in CTSC's judgment, require you to return the Program at CTSC's cost, or to destroy the Program, for a credit equal to the portion of previously paid license fees allocable to the remaining term of your license.

14.3. No Obligation. However, CTSC has no obligation for any claim based on a modified version of the Program or their combination, operation, or use with any product, data, or apparatus not provided by CTSC. THIS PARAGRAPH STATES CTSC'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

15. MISCELLANEOUS

15.1. Notices. All notices or other communications required to be given under this Agreement shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided on the first page of this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

15.2. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri as it applies to a contract made and performed in such state.

15.3. Modifications and Waivers. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

15.4. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration in the County of Jackson, in the State of Missouri, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, punitive damages, injunctive relief, rescission, restitution, costs and attorneys' fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect.

15.5. Attorneys' Fees. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

EXHIBIT A

AUTHORIZED USE:

You are authorized to use the Program in the following location(s): 415 East 12th St., Kansas City, MO

DESCRIPTION OF THE PROGRAM:

CompuTrust is a suite of integrated systems of trust accounting and case management specifically developed for Public Guardians, Trustees, Conservators and Administrators. CompuTrust tracks investments and assets, client financial activity, correspondence and caseworker activities, for which fees for services can be generated.

HARDWARE AND SOFTWARE CONFIGURATION REQUIRED FOR INSTALLATION OF THE PROGRAM:

Software:

Server Requirements:
Windows 2003 Server
Microsoft SQL Server 2005
Access, Crystal Reports or SRS
.NET framework 2.0 or higher

For client workstations:
WIN 2K PRO or XP Pro
Internet Explorer 6.0 or 7.0
Office2003 Suite for Word and Access use on the desktop
For Forms design and Forms Modification - Front Page 2003

Hardware:

1. A server class machine with 2+ GHZ processors

2. 4 GB or more of memory.

3. A SCSI disk subsystem running Raid 5.

4. Enough disk space to accommodate your database and system software.

5. An adequate backup system.

REQUIREMENTS FOR REMOTE DIAGNOSTICS:

VPN or Web Ex access for remote troubleshooting and support.

FEES AND PAYMENT TERMS

FEES

1.	Monthly Usage Fee	$ 2,583
	Including Imaging and Bar Code Support Modules	$30,991
2.	Services Fees: 17.5 days @ $1,400 per day (see detail below)	$24,500
3.	Reasonable travel costs: 3 trips	$ 3,740
4.	Escrow Fees (Optional - to be paid to Escrow Agent)	$700 per annum

All fees are exclusive of any applicable sales taxes and any Expenses (as defined in this Agreement).

SERVICES

Estimated Range of chargeable services

Services Performed	Days	Amount
Installation of initial system- can be done remotely via VPN or WebEx	1	1400
Initial meeting to review CTI and to discuss customization requirements, which will be documented in a Statement of Work (SOW) This can be done remotely as well via WebEx	2	2800
Conversion of the existing CompuTrust Database(s) *CompuTrust will need to run the Daily Balance Report from the beginning of time for each database. Should any account be out of balance, they will need to be put in balance prior to the conversion. Should it take CompuTrust more than 2 hours to resolve these issues, the time to put the accounts in balance will be charged to the Customer over and above the estimated time specified for the Conversion.*	8	11200
Customization of forms if required and as outlined in the SOW *Any customization that amounts to more than the days estimated will be chargeable at our per diem rate*	1	1400
Report development and conversion of existing custom reports. CompuTrust will convert 20 or your custom reports or the equivalent of 4 hours of work. *Any additional reports deemed necessary to convert will be chargeable at our per diem rate*	0.5	700
System administration training – may be performed at CT offices	3	4200
Support for acceptance testing, final conversion, moving the system into production	2	2800
Estimated Services	17.5	$24,500

PAYMENT TERMS

1. Third Party Software Fees are invoiced upon delivery of such software to you.

2. Payments for any services provided by CTSC shall be invoiced upon completion of such services.

3. Your first Annual or Monthly Usage Fees shall be invoiced 30 days following the date of Acceptance. You will be invoiced Annual or Monthly Usage Fees for as long as you continue to use the Program. If you choose to pay your Usage Fees in advance on an annual basis, you will receive a 5% discount on your invoice that is due 30 days from date of invoice.

All invoices from CTSC shall be due and payable within thirty (30) days of the date of each invoice.

CompuTrust Software Corporation
18525 Sutter Blvd., Suite 280
Morgan Hill, CA 95037

Phone: 408-782-7470
Fax: 408-782-0850

COMPUTRUST Quotation for CTI
Jackson County Public Administrator
09/09/10

1. CompuTrust Internet (CTI)

License Fees: Not Applicable since this is a free of charge upgrade
version
Usage Fees: No change

This is a commercial off-the-shelf (COTS) system (from CompuTrust) that will
provide an updated case management and trust accounting system for the
Jackson County Public Administrator.

This new system will replace the existing CompuTrust system and existing
functions with a more sophisticated case management system that is easy to use
and flexible enough to meet differing needs and business processes found within
the Jackson County Public Administrator. A big component of the new system is
flexibility in customization and interfacing workflow management into the system.

While there is no additional charge for the new version, you may want to take
advantage of the opportunity to implement additional functionality into your
system and prefer for us to assist you. Such services are available based on our
per diem rate.

The new case management system will consist of three fully integrated modules:
Case Management Module, Accounting Module and Asset Management Module.
Upgrades to the system are included at no additional cost.

2. Service Fees relating to implementing CompuTrust CTI

Customization: Upon review, you may want to implement changes in the Case
Management and Asset Management Modules. Such customization can be
done by CompuTrust at our per diem rate. Following training, the system
administrator could also customize forms as necessary.

Conversion: CompuTrust will run a trial conversion of the existing CompuTrust system which will require a preliminary and post conversion analysis by your staff. CompuTrust will then run a final conversion of your data prior to going live on the CTI system. We have developed special tools to assist us in database conversion tasks. All databases must be in balance prior to running a conversion.

Report development: We support the use of Microsoft SQL Reporting Services (SRS) for report development. SRS is a free report writing tool with a lot of functionality. We have several reports created in SRS that are free of charge.

Some of these services can be performed by your staff following training thus reducing service costs.

In general it is preferable if someone at the agency learns how to use a report writing tool to develop reports, including ad-hoc reports without having to wait for either CompuTrust or a person from IT to develop a report. We will supply a set of CompuTrust reports that have already been created and convert 20 existing custom reports or the equivalent of 4 hours of work from your current CompuTrust system as specified in the services outline.

CompuTrust will only bill for the services that have been provided. Our current Per Diem Rate for Services is $1,400 per day ($175 per hour) plus reasonable travel and related costs. The services outlined below are an estimate and subject to decrease or increase following review of the system by you and development of an SOW.

Estimated Range of Chargeable Services for Conversion to and Customization of CTI:

Services Performed	Days	Amount
Installation of initial system- can be done remotely via VPN or WebEx	1	1400
Initial meeting to review CTI and to discuss customization requirements, which will be documented in a Statement of Work (SOW) This can be done remotely as well via WebEx	2	2800
Conversion of the existing CompuTrust Database(s) *CompuTrust will need to run the Daily Balance Report from the beginning of time for each database. Should any account be out of balance, they will need to be put in balance prior to the conversion. Should it take CompuTrust more than 2 hours to resolve these issues, the time to put the accounts in balance will be charged to the Customer over and above the estimated time specified for the Conversion.*	8	11200
Customization of forms if required and as outlined in the SOW *Any customization that amounts to more than the days estimated will be chargeable at our per diem rate*	1	1400
Report development and conversion of existing custom reports. CompuTrust will convert 20 or your custom reports or the equivalent of 4 hours of work. *Any additional reports deemed necessary to convert will be chargeable at our per diem rate*	0.5	700
System administration training*	3	4200
Support for acceptance testing, final conversion, moving the system into production	2	2800
Estimated Services	**17.5**	**$24,500**

*Training is offered at our office at the reduced rate of $1,000 per day. You are responsible for your own travel expenses.

3. Estimated Reasonable Travel and Related Costs

We have estimated reasonable travel and related costs based on the following assumptions:

- Cost of air travel with 14 day advance fare from San Jose, CA or SFO to Kansas City at $350 per round trip
- Cost of one night stay with best available rate at a Kansas City hotel $200 plus meal allowance at $50 per day

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- Rental car costs or other transportation costs at $70 per day

Travel Description	Number of Nights	Airfare	Hotel plus meal allowance	Other Transportation	Total
COMPUTRUST Trip #1 Initial setup of SOW	2	350	500	210	1,060
COMPUTRUST Trip #2 Training at CT offices*	2		Paid by customer		1,300
COMPUTRUST Trip #3 Production	3	350	750	280	1,380
Total					$3,740

4. Software Escrow

CompuTrust Software has placed the source code in escrow with Iron Mountain Intellectual Property Mgmt., formerly DSI Technology Escrow Services. CompuTrust is paying an annual fee for DSI to store the source code in a secure fashion. COMPUTRUST customers may elect to pay an annual fee to Iron Mountain in order for Iron Mountain to make available the source code to a client in the case that CompuTrust ceases to do business.

	Cost annually
	$700

* You may decide to contract with us for additional services, depending on the amount of local involvement in aspects like report development.

5. Payment Terms

Payments for any services provided by CTSC shall be invoiced upon completion of such services.
All invoices from CTSC shall be due and payable within thirty (30) days of the date of each invoice.

This quotation is valid for 90 days.