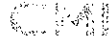


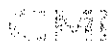
SOFTWARE LICENSE AND
HARDWARE SALES
AGREEMENT MODIFICATION
ADDENDUM I



CREATIVE MICROSYSTEMS, INC.
 52 Hillside Court
 Englewood, OH 45322
 800-686-9313

SALES REPRESENTATIVE		ORDER #	2117121707
Diane Hatcher		DATE	January 3, 2008
800-686-9313		<i>Pricing Valid for 30 Days</i>	
CUSTOMER		CUSTOMER #	2117
Oberlin Municipal Court 85 South Main Street Oberlin, OH 44074		CONTACT:	Sandy Kohart
		TELEPHONE:	440-775-7229
		FAX:	
		EMAIL:	skohart@cityofoberlin.com

Line #	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
1	Authority Municipal Court (A) Traffic Criminal Court Features: Case Management, Probation, BMV Reporting, Date-Based Fines Distribution, Letters Integration, Report Writer Civil Features: Case Management, Letters Integration, Report Writer	1	\$59,250	\$59,250
2	Traffic Criminal and Civil Courts Web Applications - Inquiry Only	2	Existing	Existing
3	Court Compass (B)	1	Included	Included
4	Up to (21) GUI Clients	21	Included	Included
5	Implementation/Training/Conversion (C)(D)	1	\$9,350	\$9,350
6	Existing Client Discount	1	-\$22,000	-\$22,000
	Subtotal Authority Municipal Court			\$46,600
7	Authority Municipal Court Annual Fee (E)	1	\$8,441	
Optional Software - Not Included in Proposal Total:				
8	Jury Module Character Based (F)	1	\$1,500	
9	Implementation/Training/Conversion (B)(G)	1	\$1,700	
10	Jury Module Annual Fee (H)	1	\$313	
	Subtotal Jury Module		\$3,513	
11	Court Connect Web Payment Module - Criminal Traffic and Civil Courts (I)	1	\$3,000	
12	Implementation/Training (B)	1	\$1,700	
13	Web Payments Modules Annual Fee (H)	1	\$851	
	Subtotal Court Connect Web Payments		\$5,551	



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		FAX:	
		EMAIL:	skohart@cityofoberlin.com

# Line	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
14	jBase Linux to jBase Windows - 28 Users	28	\$100	\$2,800
15	Database Annual Fee (J)	1	Existing	Existing
16	Rehosting (K)	1	\$2,700	\$2,700
Subtotal Database				\$5,500
17	Dell Power Edge 2900 Tower Server (L) Specifications: 2 x Dual Core Xeon Processors 4MB Cache 3.0GHz 1333MHz FSB, 4GB 667MHz (4x1GB) Dual Ranked Fully Buffered DIMMs, USB Keyboard, 17" Flat Panel Monitor, 3 x 145GB 15K RPM Serial-Attached SCSI 3Gbps 3.5" Hot Plug Hard Drives in RAID 5, RAID Controller, Floppy Drive, Windows Server 2003 R2 Standard Edition with SP2 includes 5 CALs, Optical 2- Button Mouse USB, Gigabit Ethernet, LTO-3 Tape Drive 400/800GB with Controller Internal, CDRW/DVD Drive, Electronic Documentation and OpenManage CD Kit, Redundant Power Supply with Cord, 1 x 15 and 1 x 5 Packs of Windows Server 2003 Device CALs, 3-Port Serial/Parallel PCI Card, Dell Gold Enterprise Support 4 Hour 7x24 Escalation Manager Hardware/Software Technical Phone Support Onsite Service with Emergency Dispatch 3-Years	1	\$9,968	\$9,968
18	APC Smart UPS 1500 VA (M)	1	Existing	Existing
19	Zoom 56k Modem (N)	1	Existing	Existing
20	Freight	1	\$100	\$100
21	Technical Services (O)	1	\$7,006	\$7,006
Subtotal Hardware				\$17,074
22	Supplemental Hardware Services - Application Server (P)	1	\$1,050	Existing
23	Operating System Support - Application Server (Q)	1	\$650	Existing
24	System Restore Support - Web Server (R)	1	\$1,050	Optional
25	Infrastructure Help Desk Support - Web Server (S)	1	\$700	\$700
Subtotal Hardware Support				\$700
TOTAL				\$69,874

CM


CREATIVE MICROSYSTEMS, INC.
 52 Hillside Court
 Englewood, OH 45322
 800-686-9313

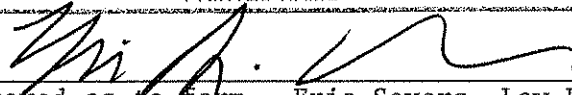
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# Line	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
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SPECIAL NOTES				
Please Refer to Footnotes - Attachment A Please Refer to User List - Attachment B Please Refer to Web Payment Options - Attachment C Please Refer to Web Payment Rules and Considerations - Attachment D				

Your authorized signature or attached purchase order makes this a binding contractual agreement subject to all the original contract terms and conditions. Please fax signed order to 937-836-1036.

	2-5-08
CUSTOMER SIGNATURE	DATE
Thomas A. JANUZZI - Judge	PURCHASE ORDER #
PRINTED NAME	AUTHORIZED ORDER AMOUNT


 Approved as to form - Eric Severs, Law Director

CMI FOOTNOTES

- A Before implementing any of the Client Server or Authority applications, the client and CMI will need to assess existing hardware including individual PC workstations. Although Client Server or Authority decentralizes much of the processing, the host system still needs to be of recent technology. The PC workstation required to run the "client" should be at minimum a 500MHz processor, with a minimum of 256MB of memory and 250MB of available disk space and Windows 2000, XP Pro or Vista Business or Ultimate versions to load the client (like with all PC applications, the higher the specifications of the PC, the better the performance will be). The individual PCs must have a network connection; serial connections cannot be utilized. MS Word and Excel are required to utilize forms processing. CMI recommends 17" monitors for Authority Court users. Users will be able to utilize larger fonts and the resolution can be adjusted to allow enable users to completely see the case panel and the court compass screen at the same time (the font will be smaller). All screens can be completely viewed with 15" monitors, however; the font size is smaller. 19" monitors are recommended for the Court Compass.
- Should the Court desire to begin using any modules included in the base license for Authority Court that are not currently being utilized, additional implementation/training fees may apply.
- B This module allows the user the option of viewing the case panel and court compass screen all at once. CMI recommends 19" monitors for this module that will be used in the courtroom. This pricing provides for CMI's standard Court Compass module. Customizations are available at an additional cost and will be quoted upon request.
- C These fees cover installation, training and remote/on-site support required to successfully implement the applications listed. Unforeseen occurrences; such as customer staff turnover, customer staff absenteeism while CMI is on-site or business decisions made by the customer that result in extra implementation time beyond what would normally be required, may result in additional charges. The customer will be notified and must approve additional charges prior to CMI scheduling additional implementation time.
- D The conversion services are required to convert custom forms print and specialized calculation routines in the Court applications.
- E Annual fees are required for all CMI software and provide for annual renewal of the software license and toll-free telephone support and software updates. The Client Server or Authority versions require support for individual clients, additional host software and the underlying character based applications. Due to the increased support requirements, annual support fees are based on a new fee schedule, which includes the number of individual PC clients at a site. The first year annual fee at the new Client Server or Authority rate will be pro-rated through the current calendar year and billed upon installation; however, unused current year annual fees already paid at the old character-based rate will be credited after installation of the Client Server or Authority version. The proposed total does not include the new annual fee cost.
- F The Authority version of Jury is currently in development and will be quoted when available. It will have additional features, including: ability to reuse a panel, flexibility to look at Jury information by Panel number, Juror number, Juror name and Case, Ability to create a questionnaire and/or summons and a wizard for Jury setup that includes letters and labels.

CMI FOOTNOTES

- G** The Jury data conversion fees include CMI programming services required to convert the data files received from the each Court's local Board of Elections. This is a one-time fee and assumes the local Board of Elections provides a consistent input file from year to year. If the local Board of Elections changes the format or layout of the input file, the Jury Data Conversion fee will be required each time the layout is changed. Assuming the local Board of Elections provides the file in an AS II format with either Fixed Length Fields/ Records, or Fields/Records delimited by an unique identifier, the Jury Data Conversion fee provided in this proposal will not change. CMI will verify this fee after we have reviewed the actual format of your County input file.
- H** Annual fees are required for all CMI software and provide for annual renewal of the software license and toll-free telephone support and software updates. The first year annual fee will be pro-rated through the current calendar year and invoiced upon installation.
- I** This module allows payments to be made via the Internet. The client will be responsible for contracting with a payment processing provider for payment processing services. CMI recommends VeriSign and Official Payments. The client is responsible for any fees associated with these payment processing providers. CMI is providing additional information on payment processing options as an attachment to this proposal.
- The Court must define the rules related to payments to be accepted via the Internet. Please refer to CMI's Web Payment Rules and Considerations, which has been provided as an attachment to this proposal.
- J** Database annual support fees are required. The client has contracted for this support through December 31, 2008, at which time renewal will be required. The number of database licensed users shown represents the total number of users that can concurrently access the system.
- K** This fee represents the cost for the license and data transfer of the CMI application software packages from the old host machine to the new host machine. Where applicable this will include current and one prior year archived account. Additional archived accounts can be moved at an additional cost. The following application(s) will be rehosted: Traffic/Criminal Court, Civil Court and Court Connect.
- L** This tower server has been quoted with a total of 292GB of disk space with the hard drive in a RAID 5 array. A tape drive has been quoted as the backup device and 10 tape cartridges are included in the purchase price. Other configurations are available and will be quoted upon request.
- M** CMI records indicate the Court has an existing APC Smart UPS currently covered by a CMI Hardware Maintenance Agreement.
- N** CMI records indicate the Court has an existing Zoom modem currently covered by a CMI Hardware Maintenance Agreement.
- O** The Technical Services fee covers CMI's professional services required to integrate the server and peripheral devices. CMI will confirm and coordinate the operating system installation, incorporate the database and verify the configuration and operation of all CMI applications on peripheral devices (workstations, printers, modems, network components). It is the direct responsibility of the client to insure compatibility of all 3rd party hardware components.
- The technical services quoted include moving and reconfiguring the existing application server to replace the web server (IBM Netfinity 5000). CMI will schedule the replacement of the web server as Phase II within 30 - 60 days after installation of the new application server. Phase II requires the hard drive on the server becoming the web server to be reloaded, wiping out all existing data. Although CMI does not anticipate any data conversion problems, we recommend this time delay to allow for identification of any issues prior to reloading the machine.

- P** This annual support fee provides for CMI onsite and remote services for the server. This coverage is separate from and not to be confused with the maintenance coverage for the hardware system itself. A CMI support technician will take calls for assistance, provide problem analysis and preliminary diagnostic support, configuration support for the server, including re-configurations prompted by hardware problems and changes of components, troubleshooting support for the server, re-installations and re-configuration services on previously installed items prompted by hardware failures and re-loads of operating systems and data prompted by hardware failures of server components. The customer has contracted for this support through 06/07/08, at which time a renewal will be issued. The renewal will reflect CMI's re-branding of this service as System Restore Support.
- Q** This annual support fee provides for CMI remote only, help desk support for operating system components. A CMI support technician will take calls for assistance and provide problem analysis preliminary diagnostic support assistance, configuration support for peripheral equipment, troubleshooting support for peripheral equipment, and if applicable, provide network configuration support and troubleshooting for client's with a network. The customer has contracted for this support through 06/07/08, at which time a renewal will be issued. The renewal will reflect CMI's re-branding of this service as Infrastructure Help Desk Support.
- R** System Restore Support (SRS) annual support coverage provides for the following on-site or remote services by CMI, and is not to be confused with maintenance services for the hardware system:
- A) Re-installations and re-configuration services prompted by hardware failures.
 - B) Reloads of operating systems and data prompted by hardware failures of server components.
- This coverage does not replace hardware maintenance services for the server. System restore support is available only on operating servers, and the Operating System media must be on-site. If an unnecessary trip by CMI occurs due to these conditions not being met, a trip charge will apply and CMI will not return until these conditions have been met.
- This coverage is available to all customers who have purchased their hardware system from CMI. Extended coverage (24 hours a day, 7 days a week) is available only if the customer has elected to purchase 24x7 coverage through CMI for their server.
- This optional support has not been quoted for the Web server. It will be quoted upon request.
- S** Infrastructure Help Desk Support (IHD) annual coverage provides for the following remote only services by CMI:
- A) Help desk support for the Server/host machine. A CMI support representative will take calls for assistance, provide problem analysis and preliminary diagnostic support assistance.
 - B) Configuration support for the Server/host machine, including reconfigurations prompted by hardware problems and changes of components.
 - C) Troubleshooting support for the Server/host machine.
 - D) Help desk support for all infrastructure that supports the hardware system used to run the CMI application/s. A CMI support representative will take calls for assistance, provide problem analysis
 - H) Support of Internet and Internet access issues
- This coverage is only available during CMI's normal business hours, 8:00 AM to 5:00 PM Monday-Friday, excluding holidays.

SPECIAL NOTES

- * Software Terms of Payment: Terms of payment are 50% upon loading of the software, 40% upon training and the final 10% 30 days after loading or at acceptance, whichever should occur first.
- * Hardware Terms of payment are 100% due at invoice, after installation
- * If a hardware installation is delayed BY THE CUSTOMER beyond twenty-one (21) days after receipt of the equipment in Creative Microsystems, Inc.'s office, Creative Microsystems, Inc. reserves the right to invoice for the hardware equipment and expect prompt payment of such invoice. Installation fees and other miscellaneous hardware related fees will not be invoiced until after the installation is completed.
- * The Microsoft Windows 2003 Standard R2 operating system has been quoted with Device CALS and will be configured in Server Mode unless otherwise specified by the customer. One CAL per device (as specified by the customer) has been included in the price provided.
- * All annual fees should be considered estimates as they are subject to change.
- * If a software application has been customized for the client, additional fees may apply. It is the responsibility of the client to bring the customized features to the attention of their Sales Representative during initial project discussions.
- * Please note that CMI cannot guarantee compatibility of existing miscellaneous equipment with the new hardware system. Although CMI will attempt to assure compatibility of any existing equipment, the client may be required to replace existing, outdated equipment as a result of the hardware system upgrade.
- * Currently the Court has a dumb terminal being utilized as the Public Access station. This machine must be replaced with a PC workstation that has Internet access, in conjunction with the system upgrade. The new Public Access station will access data through Court Connect. It is the understanding of CMI the Court wishes to utilize an existing, older workstation for Public Access and this workstation may be running Windows 98 as the operating system. It is the responsibility of the Court to install this older workstation on the network. If the Court does not want public access to be through Court Connect, a workstation meeting the specifications noted in Footnote A and an Authority Municipal Court GUI client will be required.

CMI

CREATIVE MICROSYSTEMS, INC.
52 Hillside Court
Englewood, OH 45322

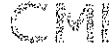
Approx. Number of Traffic Criminal Cases
Annually

8500

Approx. Number of Civil Cases Annually

1000

USER NAME	DEPT.	Existing Access to CMI? Yes or No	Traffic Criminal Court	Civil Court
JUDGE JANUZZI	JUDGE'S OFFICE	YES	1	1
BETH CWALINA	PROBATION	YES	1	1
EMILY SCHRAM	PROBATION	YES	1	1
LINDA HAMBLY	PROBATION	YES	1	1
CINDY WARNER	CIVIL CLERK'S OFFICE	YES	1	1
DIANA BIZORIK	CIVIL CLERK'S OFFICE	YES	1	1
JONATHAN HERR	CRIMINAL CLERK'S OFFICE	YES	1	1
SANDY LAW	CRIMINAL CLERK'S OFFICE	YES	1	1
CATHY HUDNELL	CRIMINAL CLERK'S OFFICE	YES	1	1
RANDY WIDENER	CRIMINAL CLERK'S OFFICE	YES	1	1
GLORY HOLT	CRIMINAL CLERK'S OFFICE	YES	1	1
JILL SMITH	CRIMINAL CLERK'S OFFICE	YES	1	1



WEB PAYMENTS OPTION #1: REDIRECT TO PAYMENT WEBSITE:

Provider: Official Payments (potential to use other providers)*

Description: From your website, the customer will be directed to the Official Payment's website to make payment. The customer's account number is passed from your website to the Official Payments website as part of the redirect. You must arrange with Official Payments to receive reports regarding payments made. From these reports, you will manually input the payment data into the CMI system.

WEB PAYMENTS OPTION #2: REDIRECT TO PAYMENT WEBSITE WITH FILE UPLOAD INTERFACE:

Provider: Official Payments*

Description: This option is the same as Option #1 except CMI provides an interface to upload an electronic file of payments provided by Official Payments into the CMI application. The payment data is pulled into a batch that is processed like any other batch.

WEB PAYMENTS OPTION #3: DIRECT INTEGRATION TO CMI APPLICATION

Provider: VeriSign

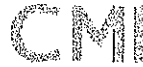
Description: On your website the customer can make credit card payments that are validated and processed by VeriSign into your Internet Merchant account. The customer will see a message that a pending payment has been made. In a batch you will see the amount on the account to be posted. The CMI software will verify the payment amount is correct and update to post. You must setup an Internet Merchant Account at your bank and contact VeriSign to setup a Pay Flow Link. The VeriSign Pay Flow Link cost is approximately \$350. VeriSign will invoice you directly for fees associated with their products and services. For additional information about VeriSign, please refer to their website: www.verisign.com

WEB PAYMENTS OPTION #4:

Provider: US Bank

Description: Service offerings may vary by location. Please contact your local US Bank for details.

* If Official Payments is the chosen vendor, it is the responsibility of the customer to make them aware that an additional vendor is involved. Co-Brand setup is required.



COURT CONNECT WEB PAYMENTS RULES & CONSIDERATIONS

The following items must be considered by the Court when determining their rules for payments to be taken over through CMI's Court Connect Web Payments. Please provide CMI with any feedback/comments you have on each item along with answers to the questions asked. The written comments and answers should be emailed to sales@civicacmi.com or faxed to the attention of the Sales Department at 937-836-1036. Please be sure the Court name, Court contact name and date are on the reply.

Waiverable Offenses:

How to identify a qualifying waiverable offense:

1. It has not yet been to court, meaning there should be no finding or heard date on any of the case violations.
2. The time period is still in effect, meaning the payment date (today) is prior to the case arraignment date. Can payments be accepted past the arraignment date?
3. It is a waiverable offense. Because of the many conditions that must be met in order to qualify for payment, the court must determine the case's eligibility. Factors such as number of prior offenses, severity of the charge and the degree of the offense must be established on a case by case basis. If the case is eligible for waiver payment, then the 'penalty field' must contain the word 'WAIVER' and the penalty amount must be completed with the correct amount. For example, the penalty field may contain "WAIVER MM" and the penalty amount may contain "80.00". Having this designation means court personnel has established all the factors for this case to be waiver eligible. The amount established in the penalty amount field, plus any miscellaneous fees on the case, will be amount established as the full waiver amount.
4. Does the status screen need to be checked to verify the current status is arraignment? (or are there any other qualifying status's).
5. Does the payment screen need to be checked to verify no payments have been made to this case?
6. Does the status arraignment date need to be current (i.e. no older than 30 days)?
7. If the case has subcases, all subcases must meet the above requirements. The amounts on all subcases will be totaled as the waiver amount due.

Continuing Payment Cases:

How to identify a qualifying case for payment that has been heard:

1. The case has been heard. This means all violations on the case must have a heard date and a finding code.
2. The case is in good standing. This means there are no outstanding warrants on this case, and there is no undistributed bonds being held.
3. The total amount due on the case is determined by the amounts on the violation screens, minus the any previous payments.
4. The case is in good payment standing. This means the defendant is on a payment plan and is not delinquent on that payment plan.
5. Payment amount is established as the amount due per the 'next payment' amount on the payment plan. The amount paid may be greater than this amount, but not less.