

**BOYCE SYSTEMS MAINTENANCE TERMS & CONDITIONS ACCEPTANCE
City Of Greenfield**

Pursuant to this Annual Maintenance Acceptance (the "Acceptance"), that certain Maintenance Terms and Conditions from the initial "Maintenance T&C Agreement", by and between **A. E. BOYCE COMPANY, INC. d/b/a Boyce Systems - Keystone**, an Indiana corporation, with a principal place of business at 9401 Innovation Drive, Suite 400, Daleville, Indiana 47334-0669 ("Licensor"), and **CITY OF GREENFIELD**, with a principal place of business at 10 S State St, Greenfield, IN 46140 ("Licensee") is accepted, agreed to, and shall apply to all services and products to be provided by Licensor to Licensee as follows:

A. Term: The term for which the Maintenance T&C Agreement shall be accepted and continued under this Acceptance shall begin **June 1, 2021** and end **May 31, 2022** (the "Maintenance Term").

B. Software and Charges: Support Services will be provided during the Maintenance Period for the following:

KEY-PAYROLL with DIRECT DEPOSIT	4,250.00	KEY-FUND	4,200.00
KEY-ASSETS	1,405.00	ANNUAL DATA ACCESS (KOMPUTROL MUB)	557.00

TOTAL LICENSE RENEWAL AND MAINTENANCE FEES = \$10,412.00

C. Notices: Any notice, request, instruction, or other document pertaining to this Acceptance or the Maintenance T&C Agreement shall be in writing and delivered personally or by a recognized courier service or sent by U.S. Mail, postage prepaid, addressed as follows:

If to Licensee:

**City Of Greenfield
Attn: Lori Elmore, Clerk-Treasurer
10 S State St
P O Box 456
Greenfield, IN 46140**

If to Licensor:

**Boyce Systems
Attn: Komputrol
9401 S. Innovation Drive, Suite 400
PO Box 669
Daleville, IN 47334-0669**

A party may change the address to which notices are to be sent or the contact person to receive notices by giving written notice of the new address or contact person to the other party in the manner provided by this Section C.

D. Additional Terms and Conditions: None

E. Applicable Terms and Conditions: All terms and conditions of the Maintenance T&C Agreement other than those amended by this Acceptance shall remain in full force and effect.

F. Entire Agreement: The Maintenance T&C Agreement as amended and/or supplemented by this Acceptance sets forth the entire agreement and understanding between the parties, merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations not expressly provided herein. No provision appearing on any form originated by Licensee shall be applicable unless such provision is expressly accepted in writing by Licensor.

G. Execution: The execution of this Acceptance by a party's duly authorized representative acknowledges that the party has read and agrees to all the terms and conditions set forth in this Acceptance and the applicable the Maintenance T&C Agreement.

IN WITNESS WHEREOF, each the Licensor and Licensee has caused this Acceptance to be executed as an instrument under seal by a duly authorized representative as of the date set forth by said representative's signature as follows:

"Licensee"

City Of Greenfield

By: _____

Printed Name: _____

Title: _____

Date: _____

"Licensor"

BOYCE SYSTEMS

A. E. Boyce Company, Inc.

By:  _____

Michael B. Galliher, President and CEO

Date: March 29, 2021

