Boyce Systems
Maintenance Terms and Conditions Agreement

This Boyce Systems Maintenance Terms and Conditions Agreement (the "Maintenance T&C Agreement") is agreed to 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 **West Lafayette City Court**, with a principal place of business at **711 West Navajo Street, West Lafayette, Indiana 47906-1995** ("Licensee").

1. PURPOSE

The terms and conditions of this Maintenance T&C Agreement cover services to be provided by Licensor to Licensee for the software licensed by Licensor to Licensee pursuant to that Boyce Systems Software License Agreement (the "License Agreement") entered into by the parties contemporaneously with this Maintenance T&C Agreement.

2. DEFINITIONS

2.1 License Agreement Definitions. All terms defined in the License Agreement shall have the same meaning for purposes of this Maintenance T&C Agreement unless specifically provided otherwise.

2.2 Annual Maintenance Acceptance. The "Annual Maintenance Acceptance" is the agreement entered into by and between Licensor and Licensee on the Anniversary Date for support services to be provided during the successive twelve-month period of the Renewal Term. The Annual Maintenance Acceptance shall set forth the fees and charges and include the name and contact information of the individual who is to be the Licensee's representative during the applicable Renewal Term. Each Annual Maintenance Acceptance shall be an addendum to this Maintenance T&C Agreement.

2.3 Defect. A "Defect" is a deviation between the Licensed Software and the Software Documentation furnished by Licensor for such Licensed Software.

2.4 Error. An "Error" is a deviation between the Licensed Software and the Software Documentation furnished by Licensor for such Licensed Software. **2.5 Initial Maintenance Period**. The "Initial Maintenance Period" is the period of time commencing on the first day of training and continuing for twelve (12) full months following the month in which training on the Licensed Software first occurred.

2.6 Maintenance Period. A "Maintenance Period" is a period of twelve (12) consecutive months beginning on the Anniversary Date of each year.

2.7 Malfunction. A "Malfunction" is a deviation between the Licensed Software and the Software Documentation furnished by Licensor for such Licensed Software.

2.8 Software Product. A "Software Product" is any program, application, module, interface, and/or series of instructions or statements in machine-readable object code form that can be run on a computer or computer system, and the associated Software Documentation that is licensed by Licensor.

2.9 Support End Date. A "Support End Date" is the date established by Licensor after which Support Service for a specific Software Product is no longer available.

2.10 Support Service. A "Support Service" is a service ordered by Licensee and furnished by Licensor under this Maintenance T&C Agreement for the Software Products as such service is available and constituted from time to time.

2.11 User Not In Good Standing. A "user not in good standing" is a licensee who engages in conduct that interferes with or is contrary to proper use of the Licensed Software which shall include but is not limited to the following: abuse or misuse of the Licensed Software, related materials, Support Services, or Licensor staff and/or representatives; failure to obtain appropriate training for Licensee's staff; ceasing to use the Licensed Software on a regular basis for its intended purposes, or replacing the Licensed Software with products of another computer software licensor. Licensor shall have the sole discretion to declare Licensee a user not in good standing as defined in this Section 2.11.

3. TERM OF SUPPORT SERVICE

3.1 Commencement. The term for Support Service will commence for each Licensed Software on the first day of training for the Licensed Software and continue until the expiration of the Initial Maintenance Period.

3.2 Continuation. On each Anniversary Date, this Maintenance T&C Agreement shall be extended for a successive Maintenance Period unless: (a) Licensee has given written notice of termination of the License Agreement in accordance with Section 3.2 of the License Agreement; or (b) Licensee does not execute the Annual Maintenance Acceptance for the next following Maintenance Period; or (c) either the License Agreement or the Maintenance T&C Agreement was earlier terminated by Licensor. All terms and conditions of this Maintenance T&C Agreement shall apply during each and every Maintenance Period unless specifically provided otherwise in writing signed by the authorized representative of each Licensor and Licensee.

3.3 Termination by Notice. Either party may terminate this Maintenance T&C Agreement as of the last day of the Initial Maintenance Period or any successive Maintenance Period by giving written notice to the other party. Licensor must give the written notice of termination at least sixty (60) days prior to the last day of the Initial Maintenance Period or any successive Maintenance Period. Licensee must give the written notice of termination as to any specific Software Product on or before the last day of the Initial Maintenance Period or any successive Maintenance Period.

3.4 Termination for Default. Either party may terminate this Maintenance T&C Agreement if the other party defaults in the performance of any obligation under this Maintenance T&C Agreement or the License Agreement, effective after written notification of default and failure to cure the default after ten (10) days. For purposes of this Section 3.4, a default occurs when: (a) there is a breach of any provision of this Maintenance T&C Agreement, including but not limited to, the failure of Licensee timely to pay Licensor fees or charges owed; or (b) there is a breach of any provision of a License Agreement between the parties; (c) Licensee is declared a user not in good standing by Licensor, or (d) proceedings in bankruptcy are commenced against either of the parties, or either party is adjudicated a bankrupt or has a receiver appointed and qualified. In the event of a default by either party, including that Licensor elects to declare Licensee a user not in good standing, then the party declaring the default shall give the other written notice of such declaration. The party receiving a declaration of default shall then have ten (10) days after receipt of such notice to cure the declared default. Failure to cure a default within the ten (10) days period shall give the party not in default the sole right and power to terminate this Maintenance T&C Agreement.

3.5 Termination upon License Termination or Expiration. This Maintenance T&C Agreement shall terminate automatically upon termination or expiration of all Software Licenses.

3.6 Termination on Support End Date. Licensor may terminate services under this Maintenance T&C Agreement on the Support End Date for a Software Product.

4. LICENSOR SUPPORT SERVICES

4.1 Error Correction. Licensor shall attempt to correct documented errors in a Software Product when such errors are reported to Licensor and can be repeated by Licensor on its equipment. If a reported error causes a Software Product to be inoperable or if Licensee's notice to Licensor states that such error is substantial and material with respect to Licensee's use of the Software Product, Licensor shall, as expeditiously as possible, use its best efforts to correct such error, or to provide a software patch or bypass around such error. However, under no circumstances does Licensor warrant or represent that all errors can or will be corrected. Licensor shall not be responsible for problems or defects in the Software Product caused by Licensee negligence, operator error, power failure, computer hardware failure, or third-party software failure. Should such factors be involved in a reported error by Licensee, then Licensor reserves the right to charge a fee for any on-site service call or telephone support service call made in response to such reported error; provided, however, if Licensor, in its sole discretion, determines that an error in the Software Product was the reason for the reported error then there shall be no charge for the service call, whether on-site or by telephone. If Licensee reports an error to Licensor, Licensee shall: (a) give Licensor reasonable access to the Software Product, any and all equipment involved in the use of the Software Products, whether provided by Licensor or not, and all relevant documentation and records; and (b) provide such reasonable assistance as Licensor may request, including sample output and other diagnostic information, in order to assist Licensor in providing maintenance service. The failure to provide access and/or assistance may result in Licensee being charged a fee for the service call whether on-site or by telephone.

4.2 Updates. Licensor shall provide Licensee any updates, error corrections, modifications or enhancements (herein collectively called "Updates") for each Software Product covered by this Maintenance T&C Agreement when such Updates are developed or published by Licensor either: (a) at no additional cost when made generally available to other licensees of the Software Product at no additional cost; or (b) at Licensor's then current published rates. All Updates shall become part of the Software Product and Licensor shall continue to have and hold all rights in the Software Product with the Updates, including without limitation the right to license others with respect to the Updates

whether provided at no additional cost or at the then current published rates. Determination of whether an Update will be made available at no additional cost or will be made available only for an additional cost is the sole and exclusive right of Licensor.

4.3 Telephone Support. Licensor shall provide Licensee support services via telephone to help Licensee in answering routine questions with respect to use of the Software Product. All common carrier charges incurred by Licensee and all costs of telephone and terminal equipment incurred by Licensee shall be the responsibility of Licensee.

4.4 Regulatory and Statutory Requirements. Except for extraordinary changes caused by regulatory or statutory requirements as determined by the Licensor, any changes to the application Software Products necessitated by new or modified regulatory or statutory requirements of federal or state government agencies will be made for a minimal fee or at no additional charge.

4.5 Data Transmittal Programs. Licensor will provide to Licensee, for a minimal fee or at no additional charge in its sole discretion, software programs for electronic reporting of W-2 payroll information to federal and state government agencies. Licensee is responsible for the transmittal of its information.

5. LICENSEE RESPONSIBILITIES

5.1 Interface. Licensee shall be responsible for the interface between Software Products for which Support Service is available and all other software used by Licensee, whether or not such software is licensed to Licensee by Licensor or by others, or has been developed by Licensee.

5.2 Installation and Operation. Except as otherwise provided in Schedule A of this Maintenance T&C Agreement, Licensee is responsible for installing, managing and operating any Support Service provided for the Software Products pursuant to Section 4 of this Maintenance T&C Agreement.

5.3 Software License and Use Limitations. The rights granted to Licensee, the use limitations, and Licensee's responsibilities to prevent unauthorized disclosure and use of the Software Products, all of which are specified in the License Agreement between Licensor and Licensee, shall apply in all respects to any and all Support Services provided pursuant to this Maintenance T&C Agreement, including without limitation, such items as corrective code, enhancements, and updates.

5.4 Modifications by Licensee. In no event shall Licensor have any responsibility to correct any errors or damage resulting from changes to or modification of a Software Product made by Licensee.

5.5 Uninstalled Updates. Licensor shall not be responsible for correcting any alleged error if Licensee fails to incorporate in a Software Product any Update that Licensor has delivered to Licensee under this Maintenance T&C Agreement.

6. FEES AND CHARGES

6.1 Payment. Licensee agrees to pay Licensor the annual maintenance fee set forth on "Schedule A" in this Maintenance T&C Agreement on or before the Anniversary Date. Any payment for separately billed services or products shall be due upon receipt of invoice. Additional services to be provided to Licensee by Licensor will be charged at the current rates at the time the services were provided, which vary depending upon the service provided. A listing of Licensor's current rates will be available upon Licensee's request. No invoice under this Maintenance T&C Agreement shall be subject to credit for any period of non-use by Licensee for any reason, including defects in the Licensed Software.

6.2 Changes. Licensor may change the charges for Support Services on any or all Software Products to be effective following the last day of the Initial Maintenance Period or a successive Maintenance Period. Licensor shall give written notice of a change at least forty-five (45) days prior to the last day of the Initial Maintenance Period or any successive Maintenance Period.

6.3 Taxes. In addition to fees and charges due under this Maintenance T&C Agreement, the Licensee agrees to pay amounts equal to any sales, use, or similar tax, and personal property taxes, if any, resulting from this Maintenance T&C Agreement.

6.4 Liquidated Damages. If Licensee fails to pay any amount owed to Licensor under this Maintenance T&C Agreement or to cure a default, is a user not in good standing, or breaches any provision of this Maintenance T&C Agreement or the License Agreement, resulting in the termination of this Maintenance T&C Agreement, it is agreed that in addition to any other appropriate remedies, Licensor shall retain any payments made by Licensee prior to termination as liquidated damages.

7. DISCLAIMER OF WARRANTIES

LICENSOR MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, EITHER UNDER THESE TERMS AND CONDITIONS, OR UNDER ANY OTHER AGREEMENT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY IMPLIED RIGHTS OF INDEMNITY.

8. LIMITATION OF DAMAGES

8.1 Licensee's Remedy. Licensor's liability for damages under this Maintenance T&C Agreement shall not exceed the annual fee paid, or payable, by Licensee for the Support Service that Licensee claims resulted in Licensee being damaged during the Maintenance Period in which the cause of action accrued.

8.2 LIMITATION OF LIABILITY. LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE LICENSED SOFTWARE OR SUPPORT SERVICES, OR LICENSEE'S USE THEREOF, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, TORT, OR OTHER DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER. IN NO EVENT NOR UNDER ANY CIRCUMSTANCE SHALL LICENSOR BE LIABLE FOR ANY DAMAGES IN AN AMOUNT GREATER THAN THE FEES PAID FOR THE SUPPORT SERVICES OF THE SOFTWARE PRODUCTS INVOLVED DURING THE MAINTENANCE PERIOD IN WHICH THE ALLEGED CLAIM AROSE, WHETHER SUCH DAMAGES SHALL ARISE FROM BREACH OF THIS MAINTENANCE T&C AGREEMENT OR THE LICENSE AGREEMENT, OR IN TORT, BY WAY OF INDEMNITY OR OTHERWISE.

9. FORCE MAJEURE

If Licensor shall be delayed or prevented from performing in accordance with this Maintenance T&C Agreement due to any cause beyond Licensor's reasonable control, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be necessary to enable Licensor to perform after the cause of delay has been removed.

10. GENERAL

10.1 Governing Law. This Maintenance T&C Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Indiana. The exclusive jurisdiction for any legal proceeding regarding this Maintenance T&C Agreement shall be the appropriate federal or state court in the State of Indiana, and each the Licensor and Licensee expressly submits to the jurisdiction of said Indiana courts. Any action arising out of or in any way connected with this Maintenance T&C Agreement shall be brought only in the appropriate federal or state court in the State of Indiana

10.2 Captions. Captions contained in this Maintenance T&C Agreement are for reference purposes only and are not to be used for any other purpose.

10.3 Licensee Forms and Non-Waiver. Any provision of Licensee's order that is in any way inconsistent with or in addition to the terms and conditions of this Maintenance T& C Agreement shall not bind Licensor, and Licensor's failure to object to any such provision shall neither be construed as a waiver of the terms and conditions of this Maintenance T&C Agreement nor as an acceptance of any such provision.

10.4 Severability. In the event that a court of competent jurisdiction should declare any provisions, terms, or conditions of this Maintenance T&C Agreement to be void, unenforceable or illegal, then such provisions, terms or conditions shall be deemed as severed and the remaining provisions, including the remaining default remedies, of this Maintenance T&C Agreement shall be binding on the parties as written.

10.5 Assignments. None of the Software Products or Support Services may be assigned or transferred by the Licensee without the prior written consent of Licensor. Any attempt by Licensee to assign or transfer any of the rights, duties, or obligations of this Maintenance T&C Agreement without Licensor's written consent is void

10.6 Limitation on Actions. Any claim arising out of or related to this Maintenance T&C Agreement must be brought no later than two (2) years after it has accrued.

10.7 Attorneys' Fees. If any action is filed in relation to this Maintenance T&C Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be ordered to pay, a reasonable sum for the successful party's attorney fees.

10.8 Entire Agreement. This Maintenance T&C Agreement sets forth the entire agreement and

understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein and/or in the License Agreement being entered into by the parties contemporaneously herewith. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Maintenance T&C Agreement and/or the contemporaneous License Agreement herewith. No provision appearing on any form originated by Licensee shall be applicable unless such provision is expressly accepted in writing by Licensor. This Maintenance T&C Agreement may not be modified or altered except in writing by an instrument duly executed by an authorized representative of each party

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

If to Licensor:
Boyce Systems
Attn: Keystone
9401 Innovation Dr., Suite 400
PO Box 669
Daleville, IN 47334-0669

If to Licensee:
West Lafayette City Court
Judy Rhodes, Clerk-Treasurer
711 W Navajo St
West Lafayette, IN 47906-1995

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. Notwithstanding the foregoing, notice by Licensor of any change in charges pursuant to Section 6 of this Maintenance T&C Agreement shall also be sufficient if sent by electronic mail ("e-mail") to the contact person identified above using the email address most recently provided by Licensee or used by Licensee in correspondence with Licensor.

10.10 Investment Certification. Licensor certifies that it is not engaged in any investment activities in Iran pursuant to Indiana Code § 5-22-16.5-13(b).

10.11 Employment Eligibility Verification. Pursuant to Indiana Code § 22-5-1.7-11, 12 and 13, if Licensee is the state of Indiana or a political subdivision thereof, Licensor affirms under penalty of perjury that it does not knowingly employ an unauthorized alien. Licensor shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Licensor is not required to participate should the E-Verify program cease to exist. Additionally, Licensor is not required to participate if it is self-employed and does not employ any employees.

Licensor shall not knowingly employ or contract with an unauthorized alien. Licensor shall not retain an employee or contract with a person Licensor subsequently learns is an unauthorized alien.

Licensor shall require its subcontractors, who perform work under this contract, to certify to them that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Licensor agrees to maintain this certification throughout the duration of the term of a contract with subcontractor.

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IN WITNESS WHEREOF, each the Licensor and Licensee has caused this Maintenance T&C Agreement 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"
West Lafayette City Court

By: _____

Printed Name: _____

Title: _____

Date: _____

"Licensor"
BOYCE SYSTEMS
A. E. Boyce Company, Inc.

By: _____
Michael B. Galliher, President and CEO
Date: May 27, 2015

SCHEDULE A

EFFECTIVE DATE

August 1, 2015

APPLICATION SOFTWARE	COST
KEY-COURT	2,280.00
TOTAL ANNUAL MAINTENANCE FEES	**$ 2,280.00**

PAYABLE BY August 1, 2015 for this Maintenance Period and annually thereafter on the anniversary of that date for all renewal Maintenance Periods