

**Boyce Systems
ADDENDUM 1 TO SOFTWARE LICENSE AGREEMENT(S)**

This addendum (the "Addendum") is made and entered into by and between A.E. Boyce Company, Inc. d/b/a Boyce Systems ("Boyce Systems") and City Of Greenfield ("Licensee") and amends any and all Software License Agreement(s) entered into between Boyce Systems and Licensee that are in effect as of the Addendum Effective Date and including, any exhibits, Maintenance T&C Agreement, schedules, statements of work, amendments, and previously executed addenda entered into in connection therewith (collectively, the "Master Agreement"). This Addendum becomes effective upon execution by all parties hereto and the date this Addendum is signed by the last party (as indicated by the date associated with that party's signature) will be the effective date of the Addendum ("Addendum Effective Date"). In the event of any inconsistency between the terms and conditions of this Addendum and those of the Master Agreement, the terms and conditions of this Addendum shall control. Unless specifically defined herein, all capitalized terms used in this Addendum shall have the same meaning set forth in the Master Agreement. In consideration of the going business relationship between the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the Master Agreement as follows:

1. The term "Agreement" means and includes the Master Agreement and this Addendum.
2. The parties desire to modify the terms of the Master Agreement to simplify the Annual Maintenance Acceptance process such that: (a) it is clear Support Services are provided during the term of any License Agreement entered into between the parties and (b) Annual Maintenance Acceptance no longer requires a separately executed agreement each year, but is instead achieved by neither party providing notice of termination in accordance with the terms set forth below. Further, the terms "Renewal Term" in a License Agreement and "successive Maintenance Period" shall refer to the same time periods.
3. Section 4, LICENSOR SERVICES, of each License Agreement is deleted in its entirety and replaced with the following:

"4. LICENSOR SERVICES

Contemporaneously with the execution of this License Agreement, Licensor and Licensee shall enter into Licensor's standard form of a maintenance terms and conditions agreement (the "Maintenance T&C Agreement"). The Maintenance T&C Agreement shall run co-terminus with the License Agreement and any and all maintenance, support, revisions, or updates of the Licensed Software shall be provided to Licensee during the term. The Maintenance T&C Agreement cannot be terminated independently of the License Agreement. For the avoidance of doubt, the term of the Maintenance T&C Agreement shall continue as long as the License Agreement remains valid and in effect. Termination of the Maintenance T&C Agreement results in concurrent termination of the License Agreement."

4. Section 2.2, Annual Maintenance Acceptance, of the Maintenance T&C Agreement is deleted in its entirety and replaced with the following:

"2.2 Annual Maintenance Acceptance. If neither party provides notice of termination pursuant to Section 3.3 of this Maintenance T&C Agreement, "Annual Maintenance Acceptance" shall be deemed achieved and the term of THIS MAINTENANCE T&C AGREEMENT AND THE LICENSE AGREEMENT WILL AUTOMATICALLY RENEW FOR A SUCCESSIVE RENEWAL TERM. If Licensor does not provide notice of nonrenewal of the License Agreement and Maintenance T&C Agreement as set forth herein, Licensor shall invoice Licensee for all fees due for the next successive Renewal Term prior to the start of such Renewal Term."

5. In all other respects, the Master Agreement remains unmodified and in full force and effect.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ADDENDUM AND AGREE TO BE BOUND BY ITS TERMS.

A.E. Boyce Company Inc. d/b/a Boyce Systems

Licensee

Signature

City of Greenfield
City Of Greenfield
Lori Elmore
Signature of Corporate Officer

Printed Name and Title

LORI ELMORE, CLERK-TREASURER
Printed Name and Title

Date

Date