Boyce Systems Master Software Subscription Agreement

This Boyce Systems Master Software Subscription Agreement (the "Agreement") is made by and between **A.E. Boyce Company, Inc. d/b/a Boyce Systems**, an Indiana corporation, with its principal place of business at 9401 Innovation Drive, Suite 300, Daleville, Indiana 47334-0669 ("Boyce Systems"), and **Central Nine Career Center, 1999 US 31 South, Greenwood, Indiana 46143** ("Subscriber"). The date this Agreement is signed by the last party (as indicated by the date associated with that party's signature) is the effective date ("Effective Date") of this Agreement. Boyce Systems and Subscriber agree as follows:

1. DEFINITIONS

1.1 "Commencement Date" means the first day of the month following the month in which the Go Live Date occurs (e.g., if the Go Live Date occurs on March 15th, the Commencement Date would be April 1st).

1.2 "Documentation" means the electronically made available help files for the Product or a user manual that is expressly designated by Boyce Systems as the user manual for the applicable Product.

1.3 "Go Live Date" means the date Boyce Systems makes the Products available to Subscriber in such manner as to permit Subscriber to use all Products subscribed to by Subscriber in a production environment.

1.4 "Initial Term" means the period of time starting on the Effective Date of this Agreement and continuing for three years after the Commencement Date.

1.5 "On-Premise Solution" means any technology identified on Schedule 1 that Boyce Systems provides to Subscriber that is installed locally on Subscriber's servers at Subscriber's designated site.

1.6 "Products" means the Software and On-Premise Solutions.

1.7 "Renewal Term" means the period of time starting on the annual anniversary of the Commencement Date and continuing for one year thereafter.

1.8 "Software" means the object code form of the programs, applications, modules, interfaces, portals, or software products listed on the attached Schedule 1 or subsequent order entered into by the parties under this Agreement.

1.9 "Term" means the duration of the Initial Term and, if applicable, the duration of any Renewal Term.

2. SUBSCRIPTION

Subject to Subscriber paying all applicable fees and for the duration of the Term, Boyce Systems grants Subscriber a nonexclusive, non-assignable, limited right to use the Products solely for Subscriber's internal business operations and in accordance with this Agreement. Subscriber may only use the Products for the capacity set forth in Schedule 1 and any subsequently agreed to orders. If Subscriber needs to by additional capacity, Subscriber may do so at Boyce Systems' then current fees or as otherwise agreed to in an order executed by the parties.

3. TERM

This Agreement will last for the duration of the Initial Term and automatically renew for successive Renewal Terms, unless either party gives the other party written notice of nonrenewal at least 180 days prior to the expiration of the current Term or if terminated for cause as described in Paragraph 12.3 below. The notice of nonrenewal will cause the Agreement to automatically terminate at the end of the current Term, at which point Subscriber's right to access and use the Products will also automatically terminate.

4. SUPPORT SERVICES

4.1. **Support Guide**. Boyce Systems may adopt and publish a support guide to govern the support services Boyce Systems provides by providing written notice to Subscriber at least 30 days in advance of Boyce Systems adopting the guide. If Boyce Systems chooses to adopt such a guide, the support guide will govern and prevail over any inconsistent term set forth in this Section and will be incorporated into this Agreement by reference once the guide goes into effect and notice is provided to Subscriber in accordance with this Section. If Boyce Systems adopts a support guide that contains any material inconsistencies with this Agreement, Subscriber may, upon sixty (60) days' written notice, and without regard to Paragraph 3 above, terminate this Agreement unless such inconsistent provision is not removed or confirmed in writing as being inapplicable to Subscriber.

4.2. **Telephone Support.** During Boyce Systems' normal working hours, Boyce Systems shall provide Subscriber support services via telephone to help Subscriber in answering questions with respect to use of the Products. All common carrier charges incurred by Subscriber and all costs of telephone and terminal equipment incurred by Subscriber is the responsibility of Subscriber.

4.3. **Reporting Errors and Correction.** To obtain support to address any bug or error in the Products, Subscriber will notify Boyce Systems through calling Boyce Systems' telephone support line or any other mechanism that Boyce System communicates to Subscriber to submit a support issue. After reporting an issue, Subscriber shall (a) provide all requested

information and assistance to Boyce Systems to understand, diagnose, and replicate the issue; and (b) provide Boyce Systems with all reasonably requested access to any Product or Subscriber's systems, equipment, and network related to the use of the Products. Subscriber understands that Boyce Systems may not be able to address an issue if Boyce Systems does not obtain such information or access or if Boyce Systems cannot replicate the issue. For any reported issue that is causing a Product to be inoperable or significantly impaired, Boyce Systems will use reasonable efforts and work diligently to provide a resolution, patch, bypass, or workaround to address such issue. Subscriber acknowledges that (a) Boyce Systems does not warrant all issues can or will be addressed; and
(b) Boyce Systems is not responsible for problems or defects in the Software caused by Subscriber negligence, operator error, power failure, computer hardware failure, internet connection problems, third-party software failure, or other factors reasonably out of the control of Boyce Systems. Boyce Systems may charge Subscriber a fee for any support services provided in response to any item set forth in clause (b) of this Section.

5. OWNERSHIP

Boyce Systems retains the ownership of all right, title, and interest in and to the Products and the Documentation. Subscriber agrees to assign and hereby does assign all right (including all copyrights, patent rights and other intellectual property rights), title and interest to Boyce Systems in any derivative works, improvements, modifications, or changes made to the Products or Documentation.

6. RESTRICTIONS

6.1. **Restrictions on Use.** Subscriber shall not (a) reverse engineer, decompile, disassemble, re-engineer, or otherwise create, attempt to create, permit, allow, or assist others to create, the source code of the Products, or their structural framework; (b) use or permit, allow, or assist others to use the Products in whole or in part for any purpose except as expressly provided under this Agreement; (c) create derivate works of, enhance or modify the Products; (d) remove, modify or obscure any copyright, trademark, or other proprietary rights notice in the Products or Documentation; (e) circumvent any license, timing, or use

limitation or restriction contained in the Products; (f) copy, in whole or part, any Product; or (g) perform any penetration testing, scans, or testing of Boyce Systems' networks, hosting environments, or connections without the advance written consent of Boyce Systems. Subscriber will comply with any acceptable use policy applicable to any Product and communicated by Boyce Systems to Subscriber in writing.

6.2. **Documentation.** Subscriber may reproduce the Documentation for Subscriber's exclusive use only. Any reproduction of the Documentation, in whole or in part, in any format whether hardcopy or electronic, remains the sole and exclusive property of Boyce Systems. For any copy made, Subscriber shall include a statement in a clearly visible format on the copy that reads as follows: "The content of this document, disc, or electronic device, is the property of A. E. Boyce Company, Inc., protected under the copyright, trade secret and confidentiality laws of the United States and Indiana, and shall not be reproduced without prior written approval from A. E. Boyce Company, Inc."

6.3. **No Access for Third Parties.** Subscriber shall not cause or permit the display, loan, publication, transfer of possession (whether by sale, exchange, gift, operation of law, or otherwise), licensing, or other dissemination of the Products or Documentation, in whole or in part, to any third party (excepting attorneys, accountants or other professional advisors of Subscriber) without the prior written approval of Boyce Systems.

6.4. **No Modifications.** Subscriber shall not modify, enhance or otherwise change the Products. Subscriber understands and acknowledges that a modification or enhancement to the Product developed by either: (a) Subscriber or on behalf of Subscriber by a third party; or (b) Boyce Systems for Subscriber whether or not reimbursed by Subscriber and whether or not developed in conjunction with Subscriber's employees, agents, or contractors; is the exclusive property of Boyce Systems and subject to Section 5. A modified or enhanced version of any Product is still subject to the terms and conditions of this Agreement.

6.5. **No Assignment.** Subscriber shall not assign or sublicenses its rights under this Agreement, in whole or part, without the express, advance written permission of Boyce Systems.

6.6. **No Export.** Subscriber shall not export, use or access the Products outside of the United States, without the prior written authorization of Boyce Systems and, as may be required under United States laws and regulations, the prior

written authorization of the United States Department of Commerce or any other relevant Federal agency.

7. PROPRIETARY RIGHTS

The Software has been purchased or otherwise developed by Boyce Systems at great expense and contains formulas and calculations proprietary to and trade secrets of Boyce Systems. Subscriber shall not do anything to jeopardize the proprietary and confidential nature of the material that is part of, related to, or arising out of the Software. Subscriber shall not reveal such material, or the proprietary and confidential information contained therein, except to those employees of Subscriber who are required to have knowledge of or access to such material to perform their work for Subscriber. Subscriber shall not disclose or divulge any information about the Software or the Software itself, to any third party. Subscriber shall not allow any other computer software vendor to access or copy the data or documents of the Software or Software Documentation for any purpose. Subscriber shall take all measures necessary, but no less than the standard measures of the industry, to protect the confidentiality and proprietary rights of Boyce Systems. Subscriber understands and acknowledges that a violation of this Section 7 may result in imminent, irreparable injury beyond that compensable by monetary payments, and therefore Subscriber consents to the issuance of a temporary restraining order or such other injunctive relief as Boyce Systems may elect to obtain. Subscriber permits Boyce Systems to inspect all use of the Products at any time and Subscriber will provide all reasonably requested cooperation and information to allow Boyce Systems to perform such inspection.

8. ON-PREMISE SOLUTIONS

8.1. Delivery and Installation. Boyce Systems will deliver any On-Premise Solutions with any applicable Documentation to Subscriber's designated site. Boyce Systems will assist Subscriber in installing the On-Premise Solutions once Subscriber certifies Subscriber meets all operating system, hardware, and other related requirements set forth in specifications communicated to Subscriber by Boyce Systems.

8.2. Inspections To assist Boyce Systems in the protection of its confidentiality and proprietary rights with respect to the On-Premise Solutions, Subscriber grants Boyce Systems the right to inspect, upon 48-hours' written notice, during regular business hours the facility and systems at which the On-Premise Solutions are used. Subscriber shall

provide all reasonable access, cooperation and information to all Boyce Systems and its designees to perform such

inspection. Boyce Systems will not knowingly send persons that have been convicted of any violent felonies or sex-related offenses and are not then and have never been registered as a sex offender with any agency to Subscriber's premises.

9. PAYMENT

9.1. Fees, Costs, and Other Charges. For the duration of the Term, Subscriber shall pay to Boyce Systems the fees set forth in Schedule 1 and any subsequently executed order by the parties. Subscriber shall also reimburse Boyce Systems for any reasonably incurred expenses and costs that were previously approved by Subscriber and incurred by Boyce Systems in providing any services. Except as set forth in Schedule 1 or in a subsequently executed order, and excluding any time within the Initial Term, Boyce Systems may, by providing advance written notice to Subscriber, increase any fees on an annual basis but shall provide Subscriber with not less than 210 days' advance written notice of any intention to increase fees in the following year, including the specific amount of such increase.

9.2. Taxes. All amounts payable pursuant to this Agreement are exclusive of all federal, state, local, municipal, or other excise, sales, use, property or similar taxes and fees (but not any income tax or any tax on or measured by income), now in force or enacted in the future, and all such taxes and fees shall be paid by Subscriber. Subscriber shall obtain and provide to Boyce Systems any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax, use tax or other tax liability. Subscriber will promptly notify Boyce Systems of any issues with or expiration of the exemption certificate or similar document and be responsible and reimburse Boyce Systems for all taxes incurred due to such issue or expiration.

9.3. Payment of Invoices. Unless otherwise agreed to in Schedule 1 or any subsequent order, Subscriber shall pay to Boyce Systems all fees within 30 days of the invoice provided by Boyce Systems to Subscriber.

9.4. Remedies for Failure to Pay. By sending Subscriber reasonable advance written notice, Boyce Systems may suspend providing any Product or service for Subscriber's failure to timely pay any amount due. In any action taken by Boyce Systems to collect past due amounts, Subscriber shall reimburse Boyce Systems for attorneys'

fees, legal expenses, and other costs reasonably incurred by Boyce Systems in taking those actions.

10.   LIMITED WARRANTY

10.1.   Right to Use Warranty and Remedy for Breach. Boyce Systems hereby represents and warrants that it has the right to grant Subscriber the right to use the Products. To the extent this warranty is breached, Subscriber's sole and exclusive remedy is to elect to have Boyce Systems indemnify and defend Subscriber from any third-party claim against Subscriber resulting from Boyce Systems' breach of this warranty or related to intellectual property infringement of such third party's rights arising from Subscriber's use of the Products, including but not limited to any reasonable attorney fees or other costs or expenses incurred by Subscriber as a result of such a claim. To obtain this remedy, Subscriber must provide prompt notice to Boyce Systems of such claim, allow for Boyce Systems to control the defense and settlement of the claim, and provide all reasonably requested information and assistance to Boyce Systems.

10.2.   Conditions of Warranty. Boyce Systems' obligations under Section 10 do not apply to any claim that results or arises from (a) a modification of or a derivative work of the Products provided by someone other than Boyce Systems or its' subcontractors; (b) a failure of Subscriber to upgrade to the latest version of any On- Premise Solution, to the extent such claim would not have arisen but for such failure; or (c) any combination of the Products with other software, hardware or technology not provided by Boyce Systems, to the extent such claim would not have arisen but for such combination. Further, if a claim arises under this Section or Boyce Systems suspects such a claim will arise, Boyce Systems may: (x) modify the Products in a manner that causes the Product to not infringe, misappropriate or otherwise violate such third party's rights; (y) obtain the right for Subscriber to continue to use the Products as provided under this Agreement; or (z) if the foregoing steps in (x) or (y) are not reasonably possible or practicable, immediately terminate this Agreement upon providing notice to Subscriber and return to Subscriber any and all fees paid in advance to Boyce Systems for any Products or services that have not yet been delivered. If Boyce Systems provides less than 90-days' notice to Subscriber of such termination, Boyce Systems shall reimburse Subscriber for all actual and reasonable costs, expenses and other fees and charges incurred, including but not limited to increased administrative costs, resulting from the provision of less than 90 days' notice to obtain and utilize replacement software from another vendor.

10.3.   DISCLAIMER OF WARRANTIES. EXCEPT AS EXPLICITLY SET FORTH IN THIS SECTION 10, BOYCE SYSTEMS MAKES NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, EITHER UNDER THESE TERMS OR UNDER ANY CONTRACT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, AND FITNESS FOR PARTICULAR PURPOSE AS WELL AS ANY IMPLIED RIGHTS OF INDEMNITY.

11.   LIMITATION OF DAMAGES

11.1. BOYCE SYSTEMS' AGGREGATE LIABILITY TO SUBSCRIBER WILL NOT EXCEED THE FEES PAID TO BOYCE SYSTEMS UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRIOR TO THE DATE THE CLAIM IS MADE, REGARDLESS OF THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE).

11.2. IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR ANY LOSS PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGS OF ANY TYPE OR NATURE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES.

12.   TERMINATION FOR DEFAULT

12.1.   Default Defined. There is a default when any of the following occurs: (a) breach of any term or condition of this Agreement by either party; (b) breach of any of the payment obligations of Subscriber under this Agreement; (c) Subscriber being declared a user not in good standing by Boyce Systems for just cause, which shall include but not be limited to, any of the following: abuse or misuse of any Product, related materials, support services, or Boyce System's staff; failure to obtain appropriate training for Subscriber's staff; ceasing to use the Products on a regular basis for their intended purposes or replacing the Products; with those of another computer software vendor; or (d) a party has proceedings in bankruptcy commenced against it, has been adjudicated a bankrupt, or has a receiver appointed and qualified.

12.2.   Notice of Default and Cure Period. If a default occurs, the party declaring the default may give the other party written notice explaining the default to the contact person identified in Section 15.9 of this Agreement. The party receiving a notice of default will have 15 days (or a longer period agreed to by the parties) after receipt of such notice to cure the declared default.

12.3.   Termination for Default. Upon a party's failure to cure a default within the 15-day period (or other agreed to period), a party may terminate this Agreement by providing written notice of termination due to the default and failure to cure.

12.4.   Effect of Termination. If this Agreement is terminated for any reason (including due to non-renewal), then Subscriber shall immediately cease all use of the Products and services under this Agreement and Subscriber shall provide Boyce Systems access, both on site and electronically, to remove and delete any Products and Documentation, including without limitation any copies, physical property, and all materials related thereto, at Subscriber's cost. If Boyce Systems terminates this Agreement due to Subscriber's uncured default, Subscriber shall pay to Boyce Systems all fees that would have been owed for the remainder of the current Term.   Subscriber shall also be subject to any legal or equitable remedies available to Boyce Systems for Subscriber's default. Subscriber's sole remedy against Boyce Systems for Boyce System's default will be the damages incurred by Subscriber as limited by Section 11.

12.5.   Equitable Relief. Because unauthorized use or transfer of the Products may substantially diminish the value of such items and materials and irrevocably harm Boyce Systems, if the Subscriber breaches the provisions of Sections 5-7 of this Agreement, Boyce Systems will be entitled to equitable relief, including, but not limited to, injunctive relief, in addition to other remedies afforded by the law, to prevent a breach of Section 5-7 of this Agreement.

13.   GOVERNING LAW

This 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 Agreement shall be the Marion County, Indiana Circuit Court or the U.S. District Court, Southern District Indiana, and each the Boyce Systems and Subscriber expressly submits to the jurisdiction of said Indiana courts, and any action arising out of or in any way connected with this Agreement shall be brought only in these courts.

14.   GENERAL

14.1.   Captions. Captions contained in this Agreement are for reference purposes only and are not to be used for any other purpose.

14.2.   Non-Waiver. Either party's failure to assert any rights or interests under this Agreement or to object to actions of the other party will not be construed as a waiver of the terms and conditions of this Agreement.

14.3.   Severability. In the event that a court of competent jurisdiction should declare any provisions, terms or conditions of this 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 Agreement will be binding on the parties as written.

14.4.   Assignments Void. Subscriber may not assign, transfer, or delegate this Agreement, in whole or part, to any third party without Boyce System's express advance written consent. Any attempt by Subscriber to do so is null and void.

14.5.   Limitation on Actions. Any claim arising out of or related to this Agreement must be brought no later than two years after it has accrued.

14.6.   Attorneys' Fees. If any action is filed in relation to this Agreement and a judge renders a final judgment in the case, the unsuccessful party in the action will reimburse the successful party, in addition to all the sums that either party may be called on to pay, for its reasonable attorneys' fees, litigation costs, and court expenses. This provision will not apply to a settlement where the parties will come to the terms of the settlement as part of that negotiation.

14.7.   Entire Agreement. This 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 being entered into by the parties contemporaneously herewith. All prior proposals, understandings, and agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Agreement. No provision appearing on any form from Subscriber will be applicable unless such provision is expressly accepted in writing by Boyce Systems. This Agreement may not be modified or altered except in writing by an instrument duly executed by an authorized representative of each party.

14.8.   Notice. Any notice, request, instruction, or other document pertaining to this Agreement, shall be in writing and delivered personally or sent by either a recognized overnight courier service or certified or registered U.S. Mail, postage prepaid, and addressed as follows:

> If to Boyce Systems by
>   courier: Boyce Systems
>   Attn: Komputrol
>   9401 S Innovation Dr, Ste 300
>   Daleville IN 47334-0669
>
> If to Boyce Systems by US
>   Mail: Boyce Systems
>   Attn: Komputrol
>   PO Box 669
>   Daleville IN 47334-0669
>
> If to Subscriber by courier:
>   Central Nine Career
>   Center
>   Cindy Payton, Business Manager/Treasurer
>   1999 US 31 S
>   Greenwood IN 46143-2938
>
> If to Subscriber by U.S. Mail:
>   Central Nine Career
>   Center
>   Cindy Payton, Business Manager/Treasurer
>   1999 US 31 S
>   Greenwood IN 46143-2938

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party   in accordance with this Section.

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

Boyce Systems Master Software Subscription Agreement

Each party is signing this agreement on the date stated in that party's signature block.

"Subscriber" Central Nine Career Center	"Boyce Systems" A. E. Boyce Company, Inc.
Signature:	Signature:
Printed Name:	Printed Name: A. Casey Stanley
Title:	Title: President
Date:	Date: April 14, 2023