



## Schedule 1 – Subscription Products

Boyce Systems and Subscriber enter into this Schedule 1 ("Schedule") under the Master Software and Subscription Agreement ("Agreement"). Any capitalized terms used in this Schedule have the same meaning provided in the Agreement, unless otherwise stated in this Schedule. To the extent this Schedule conflicts with the Agreement, the terms of this Schedule prevail. Boyce Systems and Subscriber agree as follows:

### 1 Products and Fees

- a) Subscription Fees. Subscriber shall pay the following subscription fees for the right to use the following Products on a subscription basis:

| Products   | Type   | Capacity | Billing Basis | Fees            |
|--|--------|----------|---------------|-----------------|
| Boyce Systems Financials (BSF)<br>Pro Bundle <ul style="list-style-type: none"><li>Fund Accounting</li><li>Payroll</li><li>Personnel</li><li>Remote Requisition</li><li>Doculivity^</li><li>Fixed Assets (when released)</li></ul> Interfaces (up to 2 TBD) <ul style="list-style-type: none"><li>Auto Bank Reconciliation</li><li>Positive Pay</li><li>Attendance Import<ul style="list-style-type: none"><li>Will Sub</li><li>Ready Sub</li><li>AESOP</li></ul></li><li>ELP K12 – Spendbridge</li><li>ELP K12 – Wilson</li></ul> Notes:<br>^ Additional cost per employee/upload | Hosted | n/a      | Annually      | \$24,440        |
| <b>Total Subscription Fees</b>   |        |          |               | <b>\$24,440</b> |

- b) Professional Services Fees. As part of the initial onboarding process, Subscriber shall receive the following Professional Services set forth.

| Professional Services   | Fee |
|---|-----|
| Implementation Services <ul style="list-style-type: none"><li>Training-estimated at up to 10 total days</li></ul> | n/a |


- c) Project Start. The parties acknowledge that the implementation of the Products will not begin until Boyce Systems assigns resources to begin the project, which Subscriber understands may be several weeks after the Effective Date. Once Boyce Systems provides notice that it is ready to begin the implementation, the parties will schedule a project kick off meeting at a mutually agreed upon time and that project kick off meeting will represent the project start date ("Project Start Date").

- d) Training Services. Training days are defined as a minimum of four and maximum of six hours. Any onsite days in addition to the training days and/or conversion days listed above may result in billable charges at the current hourly rate, plus travel time portal to portal and in some circumstances, lodging, per diem and mileage. All onsite training days must be completed within six (6) months of the first training day. Any training days not completed in that time frame will expire.

## 2 **Payment Terms**

- a) Subscription Fees Payment. Subscriber shall begin paying to Boyce Systems the subscription fees set forth in Section 1(a) starting on the earlier of (1) the 90<sup>th</sup> day after the Project Start Date (or if the Project Start Date is delayed for any reason, no later than 180 days from the Effective Date); or (2) the Commencement Date. Boyce Systems will invoice Subscriber and Subscriber shall pay the subscription fees in advance based on the billing basis identified in Section 1(a) (e.g., if the billing basis is monthly, Boyce Systems will invoice Subscriber and Subscriber will pay the subscription fees monthly in advance).
- b) Payment Terms. Subscriber will comply with any payment remittance instructions provided by Boyce Systems for making payment. If Subscriber fails to make timely payments to Boyce Systems, Boyce Systems may exercise all the remedies available to it under the Agreement. All invoices shall be due and payable within thirty (30) days after the invoice date. Customer agrees to pay a late payment charge at the rate of one and one-half percent (1.5%) per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or portion thereof) that any payment is thirty (30) days past due. Boyce may apply any payment received to any delinquent amount outstanding.
- c) Fee Increases. Boyce Systems may increase the fees set forth in this Schedule as set forth in the Agreement.
- d) Pricing. Subscriber acknowledges that the pricing set forth in this Schedule is a one-time offer to Subscriber, is Boyce Systems' Confidential Information, and will not apply to future purchases.
- e) Taxes and Travel Costs. Taxes and travel expenses are not included in the amounts shown in this Schedule.

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

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