



## QUESTICA BUDGET MAINTENANCE AND SUPPORT AGREEMENT

This MAINTENANCE AND SUPPORT AGREEMENT (the "Agreement") is made this May 29<sup>th</sup>, 2024 (the "Effective Date") by and between QUESTICA SOFTWARE LTD., a corporation incorporated under the laws of Delaware ("Questica") and City of Greensboro including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "Licensee").

### BACKGROUND

- A. Questica and Licensee entered into a License and Services Agreement in May, 2011.
- B. Questica is the exclusive provider of Maintenance and Support Services for the Questica Budget product solution.
- C. The Licensee wishes to receive Maintenance and Support Services for the licensed products, pursuant to the terms of this Agreement for a period of Five (5) years.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Questica and Licensee agree as follows:

- 1. ORDER OF PRECEDENCE.** All terms from the original License and Services Agreement and any subsequent changes or amendments remain in full force unless specifically addressed within this Maintenance and Support Agreement.
- 2. PRODUCT MAINTENANCE, SUPPORT AND HOSTING.** For the term of this Agreement, upon paying the Maintenance, Support and Hosting Fee as defined in Appendix A, Questica shall provide the Maintenance, Technical Support and Hosting services (the "Services") for the software as outlined in the License and Services Agreement, if the Licensee is not otherwise in breach of the provisions of the Agreement.
- 3. TERM.** This Agreement is effective as of Sept 1<sup>st</sup>, 2024 and shall continue through August 31<sup>st</sup>, 2029 unless and until this Agreement is otherwise terminated.

**IN WITNESS WHEREOF the Parties have duly executed this Agreement.**

### QUESTICA SOFTWARE LTD.

Authorized Signature: \_\_\_\_\_

Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### LICENSEE

Authorized Signature: \_\_\_\_\_

Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A – Annual Fees**

Year 1	\$ 87,613.23	Maintenance and Support, Budget Book Studio from Sept 1 <sup>st</sup> , 2024 to Aug 31 <sup>st</sup> , 2025
Year 2	\$ 90,241.63	Maintenance and Support, Budget Book Studio from Sept 1 <sup>st</sup> , 2025 to Aug 31 <sup>st</sup> , 2026
Year 3	\$ 92,948.88	Maintenance and Support, Budget Book Studio from Sept 1 <sup>st</sup> , 2026 to Aug 31 <sup>st</sup> , 2027
Year 4	\$ 95,737.34	Maintenance and Support, Budget Book Studio from Sept 1 <sup>st</sup> , 2027 to Aug 31 <sup>st</sup> , 2028
Year 5	\$ 98,609.46	Maintenance and Support, Budget Book Studio from Sept 1 <sup>st</sup> , 2028 to Aug 31 <sup>st</sup> , 2029

### **Payment Terms**

Maintenance and Support fees are due in full in advance of the renewal period. Questica will issue a corresponding invoice a minimum 30 days prior to the renewal date.

### **Additional Services**

Additional professional services can be purchased at Questica's then current rate, which at the execution date of this Agreement is \$250.00/hr

**END OF MAINTENANCE AND SUPPORT AGREEMENT**