



1285 Fern Ridge Parkway
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www.mitchellhumphrey.com

August 15, 2019

Township of Lakewood
212 Fourth Street
Lakewood, New Jersey 08701

Attn: Ms. Janelle Acchione

Reference:

Invoice No.: 173900000000017
Terms: Net 30 Days

I N V O I C E

Annual maintenance fee for Government Software Solutions products for the period
October 1, 2019 through September 30, 2020

Amount Due	9,380.00
	\$9,380.00

Make check payable to Mitchell Humphrey & Co.



**MITCHELL
HUMPHREY**
accounting software

30 Borman Drive
St. Louis, Missouri 63146-4192

800 237-0028 • 314 991-2440
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**MITCHELL HUMPHREY & CO.
GOVERNMENT SOFTWARE SOLUTIONS
SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

This Agreement is made as of the 15th day of August 2003, by and between Mitchell Humphrey & Co., a Missouri Corporation, ("Mitchell Humphrey"), and Township of Lakewood ("Customer"), who hereby mutually agree as follows:

1. Software Support Service

1.1 "Software Support Agreement" described herein applies to Mitchell Humphrey's commitment to support Software to which Customer has been granted a license to use.

1.2 "Software" or "Licensed Software" shall mean the software identified in attached Exhibit A.

1.3 While Customer is receiving Maintenance Support, if an error is detected in the Software which prevents the Software from being used for its intended purpose, Customer shall promptly notify Mitchell Humphrey. Errors must be reported in sufficient detail to enable Mitchell Humphrey to reproduce the error. Mitchell Humphrey shall respond on a priority basis and attempt to confirm the existence of an error. Upon verification of the error, Mitchell Humphrey shall remedy the error in one of the following ways: (i) modify the Software to perform in accordance with the Documentation; (ii) provide a workaround; (iii) inform the Customer that the problem will be corrected on a future release of the Software; or (iv) amend the Documentation.

1.4 If Mitchell Humphrey is unable to verify the existence of an error, Mitchell Humphrey shall notify Customer that Mitchell Humphrey has been unable to reproduce the reported error.

1.5 While the Customer receives Maintenance Support under paragraph 2 of this Agreement, Mitchell Humphrey agrees to provide Customer with all standard enhancements, regulatory updates, and changes to the Licensed Software and related documentation, provided Customer has paid Mitchell Humphrey all amounts due under this Agreement, and that this Agreement remains in effect.

Township of Lakewood
Software Support and Maintenance Agreement
August 15, 2003

- 1.6 Customer is responsible for applying updates provided pursuant to this Agreement to the Customer CPU per instructions provided by Mitchell Humphrey. Customer may, at their option, contract with Mitchell Humphrey to perform the update at the then prevailing per diem rates plus reasonable expenses.
 - 1.7 As a condition for obtaining support, Customer must grant Mitchell Humphrey access to Mitchell Humphrey software on Customer CPU via a mutually agreed upon communication medium. Mitchell Humphrey will notify Customer of need for such access prior to doing so.
 - 1.8 Customer is responsible for maintaining regular backups of the Software on a daily basis and for proper maintenance of hardware, operating system and database software. Mitchell Humphrey is not responsible for problems which may occur and the resultant loss of data due to external factors related to the system.
 - 1.9 All service and support shall be provided during normal business hours, Monday through Friday, 9:00 A.M. to 5:00 P.M. Eastern, excluding holidays.
 - 1.10 Customer is responsible for all out-of-pocket expenses incurred by Mitchell Humphrey in providing maintenance support and other services provided in support of the Licensed Products. Such expenses shall include, but not by way of limitation, secretarial service charges, transportation charges between Mitchell Humphrey and Customer's place of business, lodging charges, meal expenses, rental car charges, taxicab expenses, parking fees, long distance phone charges and mailing expenses.
2. Maintenance Support
- For the Maintenance period, as shown in Exhibit A, Mitchell Humphrey agrees to provide Support Service for the Software as provided for under subparagraphs 1.3, 1.4, and 1.5 of this Agreement.
- 2.1 Maintenance Support shall be provided for a period of twelve (12) months.
 - 2.2 For the first year of Maintenance Support, commencing on the maintenance start date as shown in Exhibit A, the fee for Maintenance Support shall be as listed in Exhibit A. For subsequent years, Mitchell Humphrey may adjust the fee for Maintenance Support by giving Customer written notice of such adjustment no less than thirty (30) days prior to the date upon which the adjustment is to take effect.
 - 2.3 Maintenance Support shall be automatically renewed for additional twelve (12) month increments unless Customer terminates Maintenance Support.

Township of Lakewood
Software Support and Maintenance Agreement
August 15, 2003

3. Non-Disclosure

3.1 Customer acknowledges and agrees that the Licensed Product and all permitted copies thereof are Mitchell Humphrey's exclusive property and constitute a valuable trade secret of Mitchell Humphrey. Customer agrees it will not disclose or make available to: (i) persons other than Customer's employees, or (ii) to anyone deemed a competitor by Mitchell Humphrey, the Licensed Product or any portion thereof without the prior written consent of Mitchell Humphrey.

3.2 Customer further agrees to take all reasonable measures to insure that no: (i) unauthorized persons, (ii) persons other than the Customer's employees, or (iii) anyone deemed a competitor by Mitchell Humphrey, shall have access to the Licensed Product without Mitchell Humphrey's prior written consent, and that all authorized persons having access to the Licensed Product shall refrain from any disclosure or duplication thereof.

3.3 Mitchell Humphrey acknowledges and agrees that all Customer information and records are confidential and will not disclose or make available this information and records to anyone outside the Customer organization unless authorized to do so by Customer.

4. Complete Agreement

Customer agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior understandings or Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

5. Notices

Any notice which either party shall be required by this Agreement to give to the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

Customer: Township of Lakewood
212 Fourth Street
Lakewood, New Jersey 08701

Mitchell Humphrey: Mitchell Humphrey
11720 Borman Drive, Suite 310
St. Louis, Missouri 63146

Township of Lakewood
Software Support and Maintenance Agreement
August 15, 2003

6. Customer's Acknowledgment

Customer has read this Software License Agreement, understands it, and intends to be bound by its terms

IN WITNESS WHEREOF, the parties hereto by due corporate and other lawful proceedings, and individually, where applicable, have hereto caused this Agreement to be executed on the dates hereinafter indicated. Having authority to enter into this binding Agreement on behalf of:

Township of Lakewood

Mitchell Humphrey & Co.

By: Elizabeth Barina

By: K. Humphrey

Typed Name: Elizabeth Barina

Typed Name: Kim A. Schaefer, CPA

Title: data processing tech

Title: President and Chief Operating Officer

Date: 10/6/03

Date: 10/24/03

Township of Lakewood
Software Support and Maintenance Agreement
August 15, 2003

EXHIBIT A

Mitchell Humphrey Licensed Software:
Construction Project Manager (17)
Zoning Manager (9)
Property Maintenance Manager (5)

Tools:
Gov2Go – Palm Pilot Interface for Inspections (1)

() = Concurrent User Licenses

Annual Maintenance Fee: \$4,000.00

Maintenance Period: October 1, 2003 – September 30, 2004

