



SOFTWARE LICENSING AND MAINTENANCE AGREEMENT

This agreement is between MML Software LTD d/b/a Finance Manager ("FM"), with offices at 45 Research Way, Suite 207, East Setauket, New York 11733 and Malverne Union Free School District ("End User") with offices at 301 Wicks Lane, Malverne, New York 11565 effective July 1, 2023 (the "Effective Date").

FM owns all intellectual property in the Software. FM permits you to Use the Software only in accordance with the terms of this Agreement. Use of some third party materials included in the Software may be subject to other terms and conditions found in a separate license agreement.

1. DEFINITIONS

"Software" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media containing software modules provided by FM and outlined in the most current FM pricing schedule, including, but not limited to, related explanatory written materials or files ("Documentation"); and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by FM (collectively, "Updates"). "Use", "Used", or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation. "Computer" means one central processing unit (CPU) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions. "Maintenance" refers to technical assistance provided by FM to the End User and any required Updates. "Support" refers to end-user customer Software support provided by FM to the End User via telephone between normal business hours.

2. LICENSE

As long as the End User complies with the terms of this Software License, FM grants to the End User a non-exclusive license to Use the Software. Use of the Software is limited to the End User and may not be sublicensed or otherwise made available to other third parties. The End User does not acquire any ownership rights in the Software other than the non-exclusive license to Use.

The End User may install one copy each of the Software on a Computer file server for the purpose of downloading and installing the Software onto other Computers within their internal networks or for the sole and exclusive purpose of using the Software through commands, data, or instructions from another Computer on their internal network. No other network use is permitted, including, but not limited to, use of the Software, either directly or through commands, data or instructions from or to a Computer not a part of the internal network of the End User, for internet or web hosting services or by any user not licensed to Use a copy of the Software through a valid license from FM.

The End User may make one backup copy for archival purposes, provided the backup copy is not installed or Used on any Computer.

3. INTELLECTUAL PROPERTY OWNERSHIP AND COPYRIGHT PROTECTION

The Software and any authorized copies made by the End User are the intellectual property of and are owned by FM. The structure, organization and code of the Software are the valuable trade secrets and confidential information of FM. The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and international treaty provisions. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by FM.

The End User shall not copy the Software except as set forth in Section 2. Any copy of the Software made must contain the same product identification and copyright and other proprietary notices that appear on or in the Software.

The End User shall not modify, adapt or translate the Software. The End User shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, under the penalty of license termination, but not exclusive of other remedies.

Headquarters

4. LICENSE FEES, SERVICES, SUPPORT & MAINTENANCE

The End User shall pay to FM the product license, service, support and maintenance fees (the "Fees") outlined in "Schedule A" of this agreement. Annual Support and Maintenance fees are subject to annual increases for any End User that has purchased the Software.

Software license fees are payable within thirty (30) days of the later of (i) the date that the Software is installed and becomes operational, and (ii) the date of submission of an invoice. Fees for major upgrades to the Software will be negotiated between the parties. Major software upgrades include mandatory Progress software upgrades, additional software modules and platform modifications.

Software license fees for new modules will be presented as attachments and become part of this agreement upon written acceptance by the End User.

5. NOTICE

All notices, requests, or demands made or given in connection with this agreement shall be in writing and given by personal delivery, certified mail or facsimile transmission to the other party at the address indicated above.

6. TERM

This agreement shall continue for three (3) years from the Effective Date. The agreement will renew automatically for subsequent three (3) year terms (each a "Renewal Term") unless terminated in writing by either party no less than three months prior to the end of the term or any Renewal Term of this agreement.

This agreement may also be terminated by either party upon thirty (30) days written notice in the event of any default by the other party of any term, covenant, or obligation under this agreement, including the non-payment of fees, provided that the party in default is given written notice of the default and fails to cure such default within thirty (30) days of the written notice.

7. LIMITED WARRANTY AND LIABILITY

FM expressly warrants that the Software will operate and perform the functions substantially in accordance with the Documentation and the representations of FM when used on the recommended operating system and hardware configuration. Non-substantial variations of performance from the Documentation does not establish a warranty right. FM further warrants that the components of the Software are free from defects in material and workmanship. If the Software does not perform substantially in accordance with the Documentation, the entire liability of FM and your exclusive remedy shall be limited to either, at FM's option, the replacement of the Software or the refund of the license fees paid for the Software.

THE FOREGOING LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDIES FOR FM'S BREACH OF WARRANTY. FM DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. FM MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The provisions of Section 9 shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to Use the Software after termination of this Agreement.

IN NO EVENT WILL FM BE LIABLE TO THE END USER FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN FM REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY.

8. GENERAL

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. This agreement may only be modified by a writing signed by an authorized officer of FM. This is the entire agreement between FM and the End User relating to the Software and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software. No term or provision of this agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party granting the waiver or consent. Any such waiver or consent shall not constitute a waiver or consent to any future breach of that term.

This agreement shall be governed and interpreted in accordance with the laws of the State of New York without regard to its conflict of law provisions. FM and End User each irrevocably consents to the exclusive jurisdiction and venue of the courts of New York and any Federal Court located therein.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the respective parties.

End User shall maintain confidentiality of all non-public information about FM or the Software provided to it by FM or to which End User may gain access during the term or any Renewal Term of this agreement.

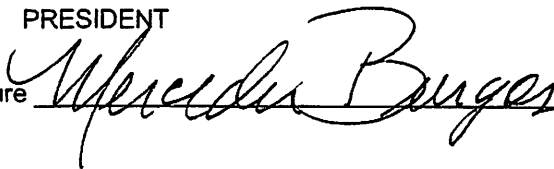
IN WITNESS WHEREOF the authorized representatives of each of the respective parties have executed this agreement.

Date: 4/11/, 2023

MML Software, LTD d/b/a/ Finance Manager

Name MERCEDES BURGOS

Title PRESIDENT

Signature 

Date: _____, 2023

Malverne Union Free School District

Name _____

Title _____

Signature _____

Schedule A 2023

Schedule A of the Software Licensing and Maintenance Agreement between
MML Software, Ltd. d/b/a Finance Manager and the Malverne Union Free School District with an
effective date of July 1, 2023.

Software Modules Licensed

Accounting Manager
Payroll Manager
Human Resources Manager
Budget Manager
Negotiations Manager

Requisition Manager
Receivables
Timepiece

Total Annual Support & Maintenance (Level: Silver)

Due July 1 Annually:
\$ 28,052.00