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~~7/1/20 - 7/1/21~~ 2
~~7/1/21 - 7/1/22~~ 2
~~7/1/22 - 7/1/23~~ 1
~~7/1/23 - 7/1/24~~ 2
~~7/1/24 - 7/1/25~~ 2

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, 2019 (the "Effective Date").

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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

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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: MAY 20, 2019

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

Name Ronald J. BOVICH

Title President

Signature Ronald J. Bovich

Date: 6/11, 2019

Malverne Union Free School District

Signature: Jeanne D'Esposito
Name

Title Board President

Signature: Jeanne D'Esposito
Name