EMPHASYS SOFTWARE LICENSE AGREEMENT

This Emphasys Software License Agreement ("Agreement") is entered into effective the day of June 16, 2020 ("Effective Date") by and between Emphasys Computer Solutions, doing business as Emphasys Software, a Michigan corporation, with its principal place of business located at: 3675 Mt Diablo Blvd, Suite 280, Lafayette, CA 94549 ("Emphasys"), and the City of Beaumont, a California City, with its principal place of business located at: 550 E. 6th Street, Beaumont, CA 92223 ("Licensee").

RECITALS

A.   Emphasys designs, develops and licenses a proprietary computer software solution known as the SymPro Treasury Management Software.

B.   Licensee desires to obtain a personal, nontransferable, non-exclusive limited right and license to use such software and related documentation and services for Licensee's own internal business purposes only and Emphasys is willing to grant such a license on the terms and subject to the conditions of this Agreement.

   THEREFORE, in consideration for the fees to be paid by Licensee hereunder and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1.   Certain Definitions. As used in this Agreement, the following terms shall have the following definitions:

        A.   "Authorized Users" shall mean Licensee and its employees and no other persons or entities; the number of which is stated in the attached Exhibit B-1 and which may be changed by amendment to the attached Exhibit B-1 or authorized purchase order issued by Licensee and accepted by Emphasys.

        B.   "Designated Equipment" shall mean a single Intel based computer or a network file server on which Licensee uses the Software pursuant to this Agreement and which is more fully described in the attached Exhibit B-1.

        C.   "Designated Site" shall mean the location at which the Designated Equipment and Licensed Products are located during the term of this Agreement as identified on Exhibit B-1 to this Agreement or such other location as may be expressly approved in writing by Emphasys.

D.   "Documentation" shall mean all user/operation manuals and other materials or information describing the Software, as hereinafter defined, its performance characteristics, technical features and other relevant information reasonably required for use of the Software, including all physical media upon which the materials or information are provided.

E.   "Licensed Products" shall mean the Software and the Documentation.

H.   "Software" shall mean that certain Emphasys proprietary computer software solution known as SymPro Treasury Management Software, in machine readable, object code form, as listed on Exhibit B-1, and any modules, bug fixes, modifications, enhancements and other SymPro or third party software provided to and licensed hereunder by Emphasys to the Licensee during the Term.

2.   Software License.

A.   License Grant. Subject to the terms of this Agreement, Emphasys hereby grants to Licensee, and Licensee accepts, a limited, personal, non-transferable and non-exclusive perpetual license to use the Licensed Products solely for Licensee's own internal business purposes and solely on the Designated Equipment located at the Designated Site by the number of Authorized Users stated in the attached Exhibit B-1 or such Authorized Users added during the Term. Licensee shall be permitted to make one copy of the Software for backup and archival purposes only. Each copy must reproduce all copyright and other proprietary notices.

B.   Warranty of Ownership. Emphasys warrants to Licensee (and no other person or entity) that it is the author and owner or proper Licensee of the Licensed Products and has the right to enter into this Agreement.

C.   Emphasys Retains Title. Licensee acknowledges that Emphasys and its licensors retain title to the Licensed Products, all copyrights, trade secrets and other intellectual property rights licensed to Licensee even if Licensee's suggestions are incorporated into subsequent versions of the Software. The Licensed Products constitute a trade secret and are confidential to Emphasys.

D.   No Ownership Rights. Other than the limited right of use of the Licensed Products described in this Agreement, Licensee neither shall have nor shall it acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby.

E.   License Restrictions. Licensee agrees that it will not modify, decompile, disassemble, translate or reverse engineer the Software, in whole or in part. Except as expressly stated, this Agreement does not include any rights to use, disclose, sublicense, or otherwise transfer the Software, Documentation, or other proprietary information of Emphasys. Licensed Products shall not be used to process data except for Licensee's internal purposes.

F.   Licensee shall immediately notify Emphasys in writing of any actual or suspected breach of this Agreement, including, without limitation, its terms limiting use.

3.   Delivery of Licensed Products. Software may be delivered to Licensee by CD or by remote telecommunications from Emphasys' place of business unless the parties agree in writing to an alternative method of delivery. Emphasys is not responsible for installing the Software unless Emphasys is specifically contracted to perform installation and training services.

4.   Warranty.

A.   Emphasys warrants that: (i) Software will perform in accordance with Emphasys' standard specifications stated in its Documentation for a period of 180 days from the date of first installation of the Software (exclusive of bug fixes, modifications or enhancements provided during the warranty period or under the Annual Maintenance and Support Plan); and, (ii) Services provided under the Plan will be performed in a professional and workmanlike manner and bug fixes, modifications, enhancements provided under the Plan will perform in accordance with Emphasys' standard specifications. **EXCEPT FOR THE WARRANTIES STATED ABOVE, EMPHASYS AND ITS LICENSORS MAKE NO OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED. EMPHASYS AND ITS LICENSORS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT**. *For warranty support, Licensee should contact: Technical Support at telephone number 510 655 0900.*

B.   Licensed Products are of a complex nature resulting in operations that may be interrupted or errors that may be encountered. Emphasys sole obligation and Licensee's sole remedy under this warranty is for Emphasys, at its option, to provide such services, bug fixes or other modifications it deems appropriate, provide a functional equivalent or reperform services, if: (i) Emphasys receives proper notice of any claimed Software defect during the warranty period or a claim of defective services or Software under the Plan within 10 business days of the related occurrence. Proper notice includes copies of the data, reports and written procedures documenting the claim. And, (ii) the Licensee is otherwise in compliance with this Agreement and using the current version of the Software in accordance with Emphasys' standard specifications; and, (iii) Emphasys is able to reproduce any claimed defect.   Should Emphasys determine in its sole judgment after reasonable effort that a covered defect cannot be remedied, Emphasys may elect to terminate this Agreement as to the effected Software and refund the paid, unused License Fees as to the effected Software only upon return of the Software and certification the Software is no longer in use by Licensee.

C. Further Limitations. The limited warranties provided in this Section 5, as limited by other provisions of this Agreement, are non-transferable by Licensee except as set forth below and shall immediately become void in the event of any unauthorized use, modification or repair of the Licensed Products or any part thereof or upon breach by Licensee of any provision of this Agreement. Except as otherwise may be provided in any technical support and maintenance agreement between the parties, Licensee shall pay, at Emphasys' then current rates, for services performed by Emphasys to correct problems or defects not covered by warranty, including, without limitation, those traceable to Licensee's

errors.

D. Licensee shall pay, at Emphasys' then current rates, for services performed by Emphasys to address any problems or defects not covered by warranty or the Plan, including, without limitation, those traceable to Licensee's errors. All such services will be provided to a specific proposal outlining the scope of work, time and material rates and delivery schedules.

5.   Indemnification.

A.   Emphasys hereby agrees to indemnify Licensee against any damages finally awarded against Licensee in connection with a claim that the Licensed Products directly infringe a United States copyright or patent or other intellectual property rights, provided that: (i) Licensee notifies Emphasys in writing within 30 days of the claim; (ii) Emphasys has sole control of the defense and all related settlement negotiations; and (iii) Licensee provides Emphasys with the required assistance, information and authority. Emphasys shall have no liability for any claim of infringement arising from: (a) any unauthorized use, alteration or modification of the Software including use of the Software in conjunction with products not provided by Emphasys; or, (b) use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products.

B.   If the Licensed Products are held or are believed by Emphasys to infringe, Emphasys shall have the option, at its expense, to: (i) modify the Licensed Products to be non-infringing; or, (ii) obtain for Licensee a license to continue using the Licensed Products. If it is not commercially reasonable to perform either of the above options, then Emphasys may terminate the license for the infringing Licensed Products and refund any unused License Fees or Annual Maintenance and Support Plan fees paid for the affected Licensed Products. Licensee shall discontinue use of the Software.

C.   The provisions of this Section 6 state each party's entire obligation and liability with respect to the infringement of any property right based on the use of the Licensed Products.

6.   LIMITATION OF LIABILITY. To the extent a claim arises under warranty, the remedy stated in Section 5 applies. To the extent a claim arises under indemnification, the remedy stated in Section 6 applies. AS TO ALL OTHER CLAIMS, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, EMPHASYS AND ITS LICENSOR'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED THE LICENSE FEES OR FEES ACTUALLY PAID TO EMPHASYS WHICH ARE DIRECTLY RELATED TO THE CLAIM. REGARDLESS OF THE FORM OF ACTION, PROCEEDING, OR THEORY OF RECOVERY, NEITHER EMPHASYS NOR ITS LICENSORS SHALL IN ANY MANNER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ASSESSED

AGAINST OR PAID BY LICENSEE TO ANY THIRD PARTY, ARISING OUT OF THE USE, INABILITY TO USE, QUALITY OR PERFORMANCE OF THE LICENSED PRODUCTS PROVIDED, EVEN IF EMPHASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.   Term and Termination.

A.   Term. This Agreement is for a perpetual license and shall continue until terminated by either party ("Term") under the following conditions.

B.   Termination.

(i)   Emphasys' Right of Termination. Emphasys may terminate this Agreement after 30 days prior written notice for Licensee's failure to pay any amounts due (including any additional License Fees or service fees resulting from legal changes expanding Licensee's rights of use).

(ii)   Licensee's Right of Termination. Licensee may terminate this Agreement without cause upon 60 days prior written notice prior to the anniversary date of this Agreement.

(iii)   Either Party's Right to Termination. Either party may terminate this Agreement, (a) upon 30 days' prior written notice for the other party's failure to cure any other material breach of this Agreement; (b) immediately upon: (I) termination or suspension of Licensee's business, (II) insolvency or filing of a voluntary or involuntary petition in bankruptcy, which petition is not dismissed within 30 calendar days of filing, (III) appointment of a receiver, assignee or other liquidating officer for all or substantially all of the Licensee's assets or (IV) an assignment for the benefit of creditors.

C.   Effect of Termination. Except for termination of the Plan, Licensee shall cease use of the Licensed Products upon termination of this Agreement and shall provide a written certification to Emphasys of removal of all copies of the Software from its system and destruction of all copies of Software and Documentation except that required for archival purposes.   Termination of the Plan shall not result in termination of this Agreement unless otherwise specified. Termination of this Agreement shall not relieve Licensee of its obligation to pay for any fees nor result in the refund of any fees paid.

8.   General.

A.   Injunctive Relief. Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle Emphasys to injunctive, specific performance or other equitable relief, all without need of bond or undertaking of any nature, Licensee specifically acknowledging that Emphasys' remedies at law under such circumstances would be inadequate.

B.   Assignment. This Agreement shall not be assignable by either party and neither party may delegate its duties hereunder without the prior written consent of the other party. Any attempt by a

party to assign any of its rights or delegate any of its duties hereunder without the prior written consent the other party shall be null and void and shall result in immediate termination of this Agreement under its terms and conditions. Notwithstanding the foregoing, either party may assign its rights or delegate its duties under this Agreement without written consent of the other party in the event that this Agreement is assigned to a successor, parent, or subsidiary of such party, or in the event of an acquisition, merger, or sale of the majority of the relevant assets or shares of either party.

C. <u>Governing Law and Venue</u>. This Agreement is governed by the laws of Florida. Venue lies in the state and federal courts located in Miami Dade County, FL.

D. <u>Severability.</u> If a provision is declared invalid, the remainder of the Agreement will continue in full force and effect. The offending provision shall be interpreted to whatever extent possible to give effect to its stated intent.

E. <u>Waiver.</u> Failure to require performance of any provision or waiver of a breach of a provision does not waive a party's right to subsequently required full and proper performance of that provision.

F. <u>Entire Agreement</u>. This Agreement represents the entire agreement on this subject matter excluding all prior agreements, representations, statements, negotiations, and understandings and provisions in any Orders issued hereunder unless the parties consent in writing. This Agreement may be modified only by a written agreement signed by a party's authorized representative.

G. <u>Conflict</u>. Should any Exhibit conflict with this Agreement, the Exhibit shall control.

H. <u>Notices</u>. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party stated below (or at such different address as may be designated by such party by written notice to the other party) and shall be deemed complete upon receipt.

I. <u>Independent</u>. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose.

J. <u>Compliance with all Applicable Laws. Export.</u> At all times, Licensee will adhere to all applicable state, federal and local laws and regulations in the conduct of its business, installation and use of the Software and maintain the proper insurances as are customary in the business. Licensee shall comply with all applicable export and import control laws and regulations in its use of the Software and, in particular, Licensee shall not export or re-export the Software without all required United States and foreign government licenses.

K. <u>Force Majeure</u>. Except for the payment of any amounts due, performance will be suspended for force majeure upon written notice and may be terminated if such event continues for more than 30 days.

L. Survival. Sections 2(C), (D) and (G), 4 through 7, inclusive, 8(D), and 9 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Emphasys Software,
a Michigan corporation

By:_____

Name: Michael Byrne
Title: President and CEO

Address:
3675 Mt Diablo Blvd, Suite 280
Lafayette, California 94549

Tel. No. 510 655 0900

City of Beaumont, CA
("Licensee")

By:_____
      (Authorized Representative)

Print Name: _____
Title:_____

Address:
550 E. 6th Street,
Beaumont, CA 92223

Tel. No.

Exhibit B-1
to
EMPHASYS SOFTWARE LICENSE AGREEMENT
By and Between
Emphasys Software and the City of Beaumont, CA Licensee
Effective Date _____

1. **Designated Equipment:**
   NETWORK FILE SERVER
   Microsoft Windows Operating System (2012, 2016, 2019)
   16GB RAM
   32GB available disk space

   CLIENT/STAND-ALONE WORKSTATION
   Microsoft Windows Operating System (10)
   8GB RAM
   2GB available disk space

   Database
   SQL Server (2012, 2016)
   4GB disk space

   For equipment or operating systems not named in this section, contact SymPro for compatibility information.

2. **Designated Site:**

   550 E. 6th Street,
   Beaumont, CA 92223

3. **Software:**
   SymPro Debt Manager
   General Ledger Module & Interface to Tyler

4. **Authorized Users:** Network installation with concurrent access and support for up to 6 Authorized Users.

5. **License and Service Fees:**

   a. License and Service Fees:

   Total Software License Fee $35,000
   1st yr support and maintenance $7,000

Consulting/Training/Implementation
Four days (32 hours) on-site or online training & implementation
(Travel Expenses not included) $6,400

Conversion of existing debt positions* $3,500
(Approximately 35 issues)

TOTAL   **$51,900**

<u>Annual Maintenance & Support</u>

Year 2	$7,210
Year 3	$7,426

Comprehensive conversion of existing debt data (up to 35Issues) from legacy platform(s) to SymPro Debt Manager. Service Includes:

- Adding all current outstanding debt including cash flows by CUSIP; including one generation of historical refunded debt.

- Review of reporting requirements for structuring portfolio setup

- Analysis of Debt Manager data to match original Total Principal and Total Interest; includes analysis with Comprehensive Annual Financial Report from prior fiscal year to ensure continuity and accuracy

- Storage of all available bond documents in PDF, Word, Excel formats

6.   **Payment Schedule:**

License fees will be invoiced upon execution of this agreement.
Annual Maintenance and Support for year one will be invoiced upon the earlier of product delivery date or 30 days from the execution of this agreement.
Professional service fees and training will be invoiced as services are performed.

Exhibit B-2
to
EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT
By and Between
Emphasys Software and City of Beaumont, CA Licensee
Effective Date _____

Annual Support and Maintenance Plan
The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software
Operational Questions, including standard SymPro reports
Data entry support for all debt types supported within SymPro, including:
- Serial Bonds
- Term Bonds
- Discount Bonds
- Variable Rate Coupon
- Commercial Paper
- Commercial Paper Discount
- Medium Term Notes

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM - Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to "Frequently Asked Questions" are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee's data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee's issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

<div align="center">

Exhibit B-3
to
EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT
By and Between
Emphasys Software and City of Beaumont, CA Licensee
Effective Date _____

</div>

Statement of Work
City of Beaumont Implementation
Emphasys Software
May 21, 2020

Overview
Emphasys is pleased to present the enclosed scope of work for the implementation of the SymPro Debt Management System. The implementation of the system can be considered complete and successful when the following goals have been met:

✓ All data conversion has been added to and checked within the system.
✓ All modules and interfaces have been installed and are fully operational.
✓ All identified users are trained and fully functional with all elements of the software.

At the end of the process, the personnel of the City will be able to meet their debt management and reporting needs.

Scope of Work
As part of this implementation, Emphasys will provide the following modules and services:

Debt Management System Software Installation
1. Debt Management System network license and installation
2. General Ledger Module and Custom Export to Tyler
Other
1. Total of Four (4) days (32 hours) of on-site or online training split into 2 phases. (see **"Training"** below).
2. Conversion of City's Debt Data

As a part of the overall contract, the City will also receive unlimited technical support via phone/email, and regular software upgrades/enhancements as a part of the one year maintenance and support contract.

Timeline
The critical milestones for project completion are listed below. All dates are tentative.

Critical Milestone	Milestone Date
Receive City's debt documents for conversion	TBD
Remote Installation of Debt Management System	TBD
Debt Management Software Training	TBD
Receipt of all information required to configure and test GL interface.	TBD

General Ledger Interface Implementation/Training	TBD
Final Testing & Go Live	TBD

Conversion

Emphasys will convert the City's existing debt data (up to 35 Issues) from legacy platform(s) to SymPro Debt Manager. Service Includes:

- Adding all current outstanding debt including cash flows by CUSIP; including one generation of historical refunded debt.

- Review of reporting requirements for structuring portfolio setup

- Analysis of Debt Manager data to match original Total Principal and Total Interest; option to include analysis with Comprehensive Annual Financial Report from prior fiscal year to ensure continuity and accuracy

- Storage of all available bond documents in PDF, Word, Excel formats

Training

Training for the Debt System, and General Ledger Module & Interfaces will be split into 2 periods, listed below. Each training day is generally scheduled from 9am to 4pm. Agendas for each training period will be sent out at least seven (7) days prior to each on-site.

Training period 1: Debt Management Software Training – Two (2) days
Training period 2: General Ledger Interface Implementation/Training – Two (2) days

Please see **"Required City Resources"** for required personnel and technical resources. Required personnel must be available from 9am-4pm on all training days in their training period unless otherwise noted.

Required City Resources

Personnel Required for Debt Management Software Training
1. City personnel responsible for gathering and sending all data needed.
2. One or more City employees dedicated to learning and managing Debt Management System. Must be available from 9pm to 4pm on scheduled training days. These resources must include user responsible for portfolio set-up and reporting decisions as well as the primary employee(s) responsible for data entry.
3. SymPro users responsible for providing SymPro General Ledger information to Accounting/General Ledger personnel. These users will need to be in training during the initial set-up. Must have flexible schedule from 9am to 4pm on GL interface training days.

Personnel Required for General Ledger Interface Implementation and Training
1. Primary GL Interface SymPro Users for data review
2. SymPro Users responsible for providing SymPro General Ledger information to Accounting/General Ledger personnel.

3. Accounting personnel & primary users responsible for the Tyler/SymPro General Ledger Interface, for initial planning. Must have flexible schedule from 9am to 5pm but will not be required for entire training period.

Other Required Resources (Technical and Information)
1. All bond documents
2. Chart of Accounts for Debt Management System (for GL Interface).
3. Training room with network connection and laptops/workstations for all training participants. Projection equipment should be provided and connected to at least one workstation.
   *Training room must be available from 9-4 on all training days.