

**CONTRACT FOR
HDS SOFTWARE MAINTENANCE, SUPPORT & PROFESSIONAL SERVICES**

This Contract for HDS Software Maintenance, Support & Professional Services, 033-2018 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and HOUSING AND DEVELOPMENT SERVICES, INC. (Contractor), located at 3050 Universal Boulevard, Suite, 190, Weston, FL 33331. Upon execution by both parties, this Contract shall become effective on November 1, 2018 (Effective Date).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein and offers to perform the services described in Exhibit A, Scope of Work attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Contractor under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The above Recitals are incorporated into the body of this Contract as if stated herein in their entirety.

A. ATTACHMENTS

This Contract has the following attachments, which are incorporated herein:

Exhibit A, Scope of Services

B. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide HDS Software Maintenance, Support & Professional Services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Contractor understands and agrees that all services under this

Contract are to be performed solely by the Contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for one year from November 1, 2018.

D. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

E. FEES/COSTS

The Contractor shall be compensated as described in Exhibit A.

F. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Contractor, its agents, its servants, or employees, and the Contractor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. The Contractor, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Contractor shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Contractor specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Contractor, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Contractor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Contractor shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination of this Contract by the Contractor or breach of this Contract by the Contractor.

G. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Contractor as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Contractor in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Contractor in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Contractor in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If the Contractor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, the Contractor has failed to perform or complete any of the services identified in the attachments;

e. If the Contractor has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If the Contractor has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If the Contractor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If the Contractor commits fraud in the performance of its obligations under this Contract; or

i. If the Contractor refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the Contractor a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Contractor of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Contractor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract on the tenth (10th) day after the Contractor receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may

be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

H. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to the Contractor at the address set forth in Section J, Administration of Contract, herein. In the event Florida Housing terminates the Contract without cause, the replacement Contractor and/or Florida Housing shall be responsible for all costs arising from the termination except those costs related to the transfer of public records as defined in Section 119.011, Florida Statutes, and as addressed in Section J.1.d. below. Any costs imposed by the Contractor must be reasonable and acceptable to Florida Housing.

2. The Contractor may terminate this Contract, without cause, at any time upon 90 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein. In the event the Contractor terminates this Contract without cause, the Contractor shall be responsible for all costs related to the transfer of any files and records related to this Contract to Florida Housing.

I. ADMINISTRATION OF CONTRACT

1. The Florida Housing contract administrator for this Contract is:

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:

David Hearn
Chief Information Officer
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: David.Hearn@floridahousing.org

or the designated successor.

3. The Contractor's contract administrator for this Contract is:

Abdul Mondol
President
Housing and Development Services, Inc.
3050 Universal Boulevard, Suite 190
Weston, Florida 33331
Office: 954.217.9597 x. 221
E-mail: Abdul.Mondol@hdsoftware.com

or the designated successor.

4. All written approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.

5. All notices required by this Contract shall be given to the parties specified in this section.

J. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

1. **Public Records**

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Contractor in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Contractor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Contractor will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the Contractor is acting on behalf of Florida Housing.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

2. Confidentiality

a. If the Contractor asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

b. It is the Contractor's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

c. In the case of work product furnished by Florida Housing to the Contractor pursuant to this Contract that is confidential, the Contractor will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary provided to the Contractor by Florida Housing shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If the Contractor is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Contractor shall notify Florida Housing in writing of such disclosure within two days after receipt of the Public Records request.

3. Copyright, Patent and Trademark

a. If the Contractor brings to the performance of this Contract any pre-existing copyright, patent or trademark rights, including the Contractor's rights related to its proprietary systems, programs, processes, designs, and materials (including without limitation the Contractor's websites, training videos, workflows, and marketing and training materials) which the Contractor has exclusively developed for its use in marketing and selling its services in the marketplace, the Contractor shall retain all rights and entitlements to tHDS e pre-existing copyright, patent or trademark rights unless the Contract provides otherwise.

b. All subcontracts or other arrangements entered into, by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

4. Files

a. Contents of the Files: The Contractor shall maintain files containing documentation to verify all compensation to the Contractor in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Contractor in connection with this Contract. The Contractor shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: The Contractor shall maintain all files related to this Contract consistent with Florida Housing's file retention policy, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned retention period

and extends beyond the expiration of the retention period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved. Florida Housing shall inform the Contractor of any change in its file retention policy by providing notice to the Contractor pursuant to Section I of this Contract.

c. Access to the Files: The Contractor's Program and Loan Web Portal shall be available 24 hours per day, 7 days per week, except during scheduled maintenance periods. Upon reasonable notice, the Contractor and its employees shall allow Florida Housing or its agent(s) in-person access to its files relating to this Contract during normal business hours, 9:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Contractor under this Contract shall be submitted to Florida Housing electronically, unless the files are only available in hard copy, within 15 days of such termination at the expense of the Contractor.

K. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Contractor shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If the Contractor does not carry stand-alone cyber liability coverage, the Contractor agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

3. The Contractor agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

4. The Contractor agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

5. The Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Contractor agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. The Contractor agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

7. If the Contractor reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.

8. In the event of a breach of PII or other sensitive data, the Contractor must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Contractor must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Contractor's corrective action plan; and the timelines associated with the corrective action plan.

L. OTHER PROVISIONS

1. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall lie in Leon County.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Contractor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

4. The Contract may be executed in any number of counterparts, any one of which may be taken as an original. Copies of an executed original shall have the same legal force and effect as the original.

5. The Contractor understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

M. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Contractor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

N. LEGAL AUTHORIZATION

The Contractor certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor to the terms of this Contract.

O. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

Any contract in violation of this provision shall be null and void.

P. CONFLICTS OF INTEREST

1. Section 420.503(32), Fla. Stat., states:

Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

2. By executing this contract, the Contractor certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Contractor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Contractor to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

Q. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

R. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 033-2018, each through a duly authorized representative, effective on November 1, 2018.

HOUSING AND DEVELOPMENT SERVICES, INC.

By: 

Name/Title: Christina Miranda Gilson, CEO

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 10-24-18

EXHIBIT A SCOPE OF SERVICES

A. Scope of Services

1. HDS will provide Florida Housing access to MyHDS Florida Housing Portal, where Tickets, Documentation, Software Updates/Fixes, Releases and other information are available. Florida Housing enters a ticket to report any deficiencies or issues they may be having with the System. The ticket is forwarded to each System's Product Specialist for review. The MyHDS Portal is available online 24/7/365, with the exception of upgrade and maintenance downtimes or other events beyond HDS's control. Florida Housing shall coordinate with HDS to make sure all System users have access to MyHDS.

2. HDS will provide Florida Housing with the product specialist contact information for any support or assistance needed, and to follow up on any tickets submitted. Product specialists need a support ticket entered by the Florida Housing in order to ensure they can review and follow up on the reported item. Product specialists are available via telephone from 8:30 am to 7:00 pm EST.

3. At times, HDS may need to work with Florida Housing to gain access to certain System issues. This can be done via a GoToMeeting connection and/or may require the Florida Housing to provide additional assistance in order for HDS to identify the problem. Florida Housing agrees that they will collaborate with HDS for these activities, as needed.

4. HDS may ask Florida Housing to provide a backup of their production database or to log in simultaneously to a related service in order to identify the problem and provide a fix. HDS will work with Florida Housing's IT staff and/or System users to accomplish this. Florida Housing's HDSted by HDS shall also provide authorization for HDS to access their database for the same purpose.

5. HDS provides Release Notes and Installation Instructions as part of its deployment package. HDS staff is available to assist Florida Housing with troubleshooting any installation issues when the System is installed at the Florida Housing's facilities. Additionally, on an ongoing basis, patches or updates released are also supported.

6. HDS provides System HELP Files which are incorporated and become part of the System. The HELP Files provide how-to instructions on the System features and can be accessed by any System user. Release notes provide preliminary updates on patches as they are released, and the same are incorporated into the HELP on an on-going basis.

7. HDS provides periodic System release webinars, videos and other helpful information related to the usability and/or changes occurring in the System to further enhance the user experience. It is the responsibility of the Florida Housing to coordinate these activities for all users to ensure that they are up to date on System changes, fixes and features.

8. Florida Housing must ensure that their System updates are rolled out in a timely manner and the versions are kept up to date in order to allow the System to function optimally. Florida Housing agrees that it shall update the System and/or Software with the use of the HDS Release Manager or another method if provided to Florida Housing by HDS. If an update and/or fix has been released and a Florida Housing experiences an error in their current environment, Florida Housing shall be expected to roll out the fix to address the problem. Any special fixes due to Florida Housing's failure to upgrade are not covered under the Maintenance and Support scope of work. Florida Housing's failure to upgrade may result in an inability to repair functionality and, to the extent a repair can be made, Florida Housing will be assessed an additional fee for the repair.

9. Florida Housing understands and agrees that it shall comply with HDS's Lifecycle Policy, a copy of which will be provided to Florida Housing upon execution of this contract. Florida Housing further understands and agrees that HDS may update its Lifecycle Policy periodically as found in the MyHDS portal. HDS shall provide Florida Housing with any updates of the Lifecycle Policy, and Florida Housing shall comply with any updates. Florida Housing understands that its failure to comply with HDS's Lifecycle Policy may result in lack of System functionality. In the event the System fails to function as a result of the Florida Housing's failure to adhere to HDS's Lifecycle Policy, HDS shall have no liability resulting from any such failure.

10. The Parties agree to keep each other notified of any change that may impact the scope of services of this Agreement.

11. Critical tickets. Tickets marked critical, follows a separate process to allow the support staff to review these as they occur, time permitting. A Critical ticket is defined as a problem in the System where the System is not functioning as documented, there is no workaround, and it is stopping the Florida Housing from their business. Upon ticketing entry by Florida Housing in MyHDS, the ticket will be assigned a Ticket #, and an HDS product specialist will respond within eight regular HDS business hours via email or phone call unless there are unusual extenuating circumstances beyond HDS's Control.

Critical tickets follow an expedited path. HDS Customer Support will work closely with the Florida Housing user to obtain all the relevant details needed to fix the issue and deploy the solution to the Florida Housing. If extenuating circumstances are causing further delay in the resolution, this will be communicated to Florida Housing with an alternative workaround scenario until a full solution is determined.

12. Non-critical tickets. Upon ticketing entry by Florida Housing in MyHDS, the ticket will be assigned a Ticket #, and an HDS product specialist will respond within sixteen regular HDS business hours via email or phone call unless there are unusual extenuating circumstances beyond HDS's Control.

B. Fees

1. Maintenance Fee. HDS will be paid as follows for maintenance and support, covering the period between November 1, 2018 through October 31, 2019:

HDS Multifamily Management System **\$31,868.64**

Consisting of:

- HDS Origination and Underwriting
- HDS Compliance and Asset Management
 - HDS HUD Tenant Data Collection & reporting Tool (f/k/a LIHTC XML)
- HDS Property Inspection Annual Review

2. Professional Services. Additional HDS Professional Services outside the scope of routine Maintenance and ticket-based support are made available to Florida Housing as follows:

On-Site Daily Rate, 3-day minimum	\$2,250
Off-Site Daily Rate	\$1,500
Hourly Services	\$175/hour

All Professional Services are pre- approved by Florida Housing prior to being rendered and are billable and payable within 30 days of the date the invoice is rendered, provided such services have been provided.