



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

SOFTWARE LICENSING AND PROFESSIONAL SERVICES AGREEMENT
BETWEEN
PUERTO RICO DEPARTMENT OF HOUSING
AND
YARDI SYSTEMS, INC.

This **SOFTWARE LICENSING AND PROFESSIONAL SERVICES AGREEMENT**, hereinafter referred to as the "Agreement", is entered into on the 31 of May of 2019 between:

The **PUERTO RICO DEPARTMENT OF HOUSING**, hereinafter referred to as the "PRDOH", represented in this act by, Hon. Fernando A. Gil-Enseñat, attorney, of legal age, married, and resident of Guaynabo, in his capacity as Secretary, duly authorized and empowered for the execution of this contract by Act No. 97 of June 10, 1972, as amended, known as the Department of Housing Organic Act;

YARDI SYSTEMS, INC., hereinafter referred to as "YARDI" or "Contractor", herein represented by Michael Remorenko, Director of Sales, of legal age, married, and resident of California, in his capacity as Director, Sales Operations, duly authorized by resolution issued by Yardi, whose main office is located in Santa Barbara, California.

RECITALS

WHEREAS, on September 20, 2017, Hurricane María slammed Puerto Rico causing catastrophic island wide damage, knocking out power, water and telecommunications for the entire island and its island municipalities, Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under Public Law 115-56, the total initial amount of \$1.5 billion dollars was allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery Program (CDBG-DR).

WHEREAS, pursuant to a letter dated February 23, 2018 sent by the Governor of Puerto Rico to the Honorable Benjamin Carson, Secretary of HUD, the PRDOH is

See me

the governmental agency designated by the Governor of Puerto Rico as grantee of the CDBG-DR funds allocated to the Commonwealth of Puerto Rico.

WHEREAS, under Public Law 115-56 the awarded funds must be used to address unmet needs for long-term recovery and restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas of Puerto Rico.

WHEREAS, the PRDOH is interested in contracting Software Licenses and Applications Services that will support PRDOH objectives in the administration of the CDBG-DR Housing Programs.

WHEREAS, on September 27, 2018, the Contractor submitted a proposal (hereinafter collectively referred to as the "PROPOSAL"), which fully complied with the requirements set forth by the PRDOH.

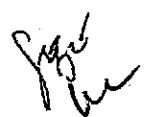
WHEREAS, the Contractor currently provides services to the Puerto Rico Housing Administration (PRPHA) as a sole source provider of Yardi Voyager Software, a financial management system to administer its Public and Indian Housing (PIH) HUD-funding. Over the years the PRPHA and the PRDOH have executed several Memorandums of Understanding with the purpose of sharing resources and assistance in furtherance of Puerto Rico's public policy on housing and urban renewal.

WHEREAS, the Contractor has demonstrated that the system features financial controls in budget management, invoice review, payment disbursement, purchase orders and procurement, general ledger and financial grant reporting. After having reviewed and evaluated the Contractor's Proposal, the PRDOH has determined the Contractor is the best choice to provide the required services at a reasonable proposed cost than implementing a separate and new system.

WHEREAS, on November 19, 2018, PRDOH requested an authorization to use a Non-Competitive Procurement Method to acquire a financial management system for CDBG-DR funds and use Yardi Voyager Software.

WHEREAS, on January 31, 2019, HUD approved the use of Contractor as sole source method of non-competitive procurement.

WHEREAS, the PRDOH desires to enter into an agreement with the Contractor to secure its services and accepts the Contractor's Proposal, and the Contractor by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the services contemplated under this Agreement.



NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the Contractor agree as follows:

TERMS AND CONDITIONS

i. DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

1. **"Agreement"** means this Agreement for Professional Software and Services together with all its exhibits herein mentioned.
2. **"Proposal"** means the Yardi Voyager PHA Proposal, dated September 27, 2018; provided that the parties acknowledge the inherent (i) ambiguity as part of such processes, and (ii) potential for conflicting interpretations of such proposals, generally.
3. **"Yardi"** or **"Contractor"** means Yardi Systems, Inc., its affiliates, subsidiaries, employees, assignees, and/or successors.
4. **"Government"** or **"Puerto Rico"** means the Government of Puerto Rico.
5. **"Person"** means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.
6. **"PRDOH"** means the Puerto Rico Department of Housing, its' Administrator or any of its' authorized officials.
7. **"Services"** means the professional services provided by Yardi in accordance with and subject to the terms of the SAAS Subscription Agreement including, to the extent applicable: application support services, implementation and training services, hosting services, custom programming services.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

ii. TYPE OF CONTRACT

Yardi
m

Contract Type: This is a fee-based contract with a NOT TO EXCEED AMOUNT. Under this Agreement, Yardi will submit monthly invoices to PRDOH as professional services are rendered and bill for software license fees in accordance with Schedule A (Fee Schedule) to the SAAS Subscription Agreement in Exhibit II, as applicable in each case. Any and all changes and/or modifications shall be in writing and must be signed by both parties.

Exhibits Incorporated: The following exhibits are incorporated into this Agreement by reference and are hereby made part of this Agreement:

- Exhibit I - Yardi Proposal
- Exhibit II - SAAS Subscription Agreement
- Exhibit III - HUD General Provisions
- Exhibit IV - Performance Requirements

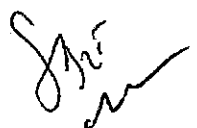
All Exhibits mentioned in this Section shall be complementary in such a way that whatever is stated or shown in them shall be as binding as any term and condition of this Agreement. Should any inconsistency or conflict appear between this Agreement, the SAAS Subscription Agreement, the HUD General Provisions, and the Proposal, the inconsistency or conflict shall be resolved by reference to the terms using the following order of precedence: (1) this Agreement, (2) the SAAS Subscription Agreement, (3) HUD General Provisions, and (4) the Proposal, without contravention of the law. Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt, the parties agree that any provision in this Agreement including, without limitation, the provisions set forth in Exhibit III (HUD General Provisions), asserted as transferring title to the Licensed Programs (as defined in this Agreement) or other Yardi intellectual property is in direct conflict with the Agreement and otherwise void.

iii. SCOPE OF SERVICES

A. CONTRACTOR'S RESPONSIBILITIES

In consideration of the payments set forth herein, the Contractor shall license the proprietary software applications identified on Schedule A (Fee Schedule) of the SAAS Subscription Agreement subject to the terms of Exhibit II - SAAS Subscription Agreement (the "**Software Products**") to, and perform Services for, PRDOH in accordance with the terms, conditions and specifications set forth herein and in Exhibit II.

1. Yardi will correct, as further described and in the manner set forth in Section 7 (Application Support and Upgrades) of Exhibit II - SAAS Subscription Agreement significant errors, malfunctions or defects in the proprietary Software Products



licensed from the Yardi, especially those that are critical to the operation of the PRDOH and those that are required to meet HUD regulations.

2. Yardi will send PRDOH the corresponding updates when there are HUD regulation changes that pertain to existing functionality and maintenance releases for the Software Products. This applies to updates generally available to other licensees of the Software Products during the term of this Agreement.
3. Yardi will also provide telephone support services on the Software Product in accordance with the terms of Exhibit II – SAAS Subscription Agreement.
4. Yardi will maintain a staff of in-house technicians and/or programmers. These people must have full knowledge of all the Software Products related to this Agreement and shall be the primary means of internal support for PRDOH and the primary source of contact between the parties with respect for assistance under this Agreement.
5. Yardi will be required to retain all invoicing and billing records generated in connection with this Agreement and resulting from this Agreement for a minimum of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations, whichever is greater. This retention period shall be extended until disposition of any litigation or claim arising out of the performance of this Agreement, or as otherwise required by PRDOH, HUD or the U.S. Comptroller General.
6. Yardi will host the Software Products in a data center in accordance with the terms of Exhibit II – SAAS Subscription Agreement. This data center will provide physical security, disaster recovery, and telecommunications connectivity.

B. PRDOH RESPONSIBILITIES

1. PRDOH will report its requests for services in the manner set forth in Exhibit II – SAAS Subscription Agreement.
2. **Interface:** To the extent applicable, PRDOH shall be responsible for the interface between Software Products for which maintenance services are available and all other software used by the PRDOH, whether or not such software is licensed to the PRDOH by Yardi or by others, or has been developed by the PRDOH.
3. **License Software Limitations:** The PRDOH and agrees to the rights it has been granted under the SAAS Subscription Agreement and the limitations provided by

A handwritten signature in black ink, appearing to be "John" or similar, located at the bottom right of the page.

it in Exhibit II – SAAS Subscription Agreement. The PRDOH responsibilities to prevent unauthorized disclosure specified in the SAAS Subscription Agreement for Software Products between the Contractor and the PRDOH apply equally to all maintenance service elements, such as corrective code enhancements and updates furnished under this Agreement.

4. Modification by PRDOH: In no event shall Yardi have responsibility to correct any errors or damage resulting from changes to or modification of a Software Product made by the PRDOH.

5. Uninstalled Updates: Yardi shall not be responsible for correcting any alleged error if the PRDOH fails to incorporate in a Software Product any update that the Contractor has provided to the PRDOH.

iv. COMPENSATION AND PAYMENT

A. Rates and Fees:

1. Both PRDOH agree to pay Yardi the Software License fees, as well as fees for services rendered under this Agreement in accordance with the rates and amounts set forth in Schedule A (Fee Schedule) of the SAAS Subscription Agreement, attached herein as Exhibit II, and as replicated in the following tables:

Schedule of Fees

<u>Annual Fees</u>		
Cost Description	Unit of Measure	Total Cost
Yardi Voyager License	100 users	\$300,000
Yardi Job Cost	100 users	\$50,000
Yardi Cloud Service	1 Unit	\$75,000
<u>One Time Fees (excluding any One Time Fees for services rendered as part of the PSG Full Service Implementation/Training)</u>		
Cost Description	Unit of Measure	Total Cost
Remote/On-site – (One-time Fee)	-	\$3,200
<u>Total Fees</u>		
Total Annual Fees:	-	\$425,000
Total One-time Fees:	-	\$3,200



	Total Year 1 Fees:	\$428,200 (excluding any One Time Fees for services rendered as part of the PSG Full Service Implementation/ Training)
	Total Year 2 Fees:	\$425,000
	Total Year 3 Fees:	\$425,000

B. **Maximum Contract Amount:** The PRDOH will pay Yardi for all Software Licenses, applications and services agreed to by the parties and performed during the term of this Agreement, up to a maximum amount not to exceed **\$1,426,200.00 ("Maximum Contract Amount")**, from account number **R01A01ADM-DOH-NA**. Such payment shall be compensation for all services required, performed and accepted under this Agreement. The PRDOH shall not pay any amount in excess of the limits stated herein, even if Yardi exceeds the same, regardless of the reasons for said excess. Yardi shall not be required to render services without compensation.

C. **Payment:** PRDOH agree to pay Yardi for Software License fees, applications and services rendered under this Agreement and the SaaS Subscription Agreement in accordance with the rates and amounts described in Section IV (A) of this Agreement and in Schedule A (Fee Schedule) of the SAAS Subscription Agreement, attached herein as **Exhibit II**.

D. Invoices

1. The Contractor shall submit separated invoices to the PRDOH for the annual Software License fees, applications and services rendered under the term of this Agreement, in accordance with the rates, payment terms, and fees described in Section IV (A) of this Agreement and in Schedule A (Fee Schedule) of the SAAS Subscription Agreement, attached herein as **Exhibit II**. Upon PRDOH's request Yardi shall itemize any reimbursable expense incurred during the invoiced period and such itemized reimbursable expense shall be certified and supported in such detail as requested by PRDOH.



2. The PRDOH will review the invoices and ascertain if the Services have been properly provided and if the itemized reimbursable expenses incurred by Yardi during the invoiced month are allowable and, if so, will proceed with payment. Any invoiced charges which are not deemed allowable by PRDOH shall be disputed in accordance with the terms of this Agreement and section 17 (Dispute Resolution) of Exhibit II - SAAS Subscription Agreement.
3. Payments under this Agreement may be made by check or electronic fund transfers (EFT).
4. The following certification must be included in each invoice submitted to the PRDOH for payment:

Under penalty of absolute nullity, I certify that no public servant of PRDOH is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them.

5. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Upon PRDOH's request Contractor will provide any invoice supporting documents, e.g. monthly reports, timesheets, invoice and photos evidence, expense plan, work projections, etc. Upon a reasonable advance written notice (of no less than 7 days) to Contractor, PRDOH reserves the right to conduct, during Yardi's standard business hours at the office location where such records reside, a reasonable audit of the records supporting any such invoice as it deems necessary.
6. Except as otherwise agreed by the parties, the PRDOH shall not pay any amount in excess of the limits stated herein, even if the Contractor exceeds the same, regardless of the reasons for said excess.
7. The Contractor will be responsible of informing the PRDOH when eighty percent (80%) of the assigned compensation has been utilized and what are the pending services to be rendered.

*For
an*

v. **TERM OF AGREEMENT**

Commencement and Duration: This Agreement shall be in effect and enforceable between the parties from the date of its execution until PRDOH's **3rd Anniversary Date** (as that term is defined in Exhibit II (SaaS Subscription Agreement)). The Agreement end date shall be 30 of June of 2022. This Agreement may be amended in order to allow up to two (2) additional one-year extensions at the PRDOH's discretion.

vi. **INSURANCE**

A. The insurance shall be written for not less than the limits of liability specified below or that which is required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of the commencement of operations under the Agreement until date of final payment and termination.

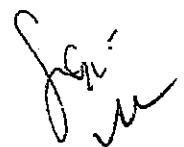
B. Required Coverage

Yardi shall keep in force and effect for the period beginning from the date of the Agreement and ending at date of final payment and termination, the following insurance policies and limits:

1. Comprehensive General Liability Insurance, with the limits of liability for bodily injury and/or death of no less than \$1,000,000.00 for bodily injury and/or arising out of any one occurrence and \$2,000,000.00 general aggregate. The limits of liability for property damage shall not be less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. PRDOH shall be named as additional insured on the insurance policy; Workers' Compensation and Employer's Liability is covered under the Comprehensive General Liability Insurance with the same limits.

2. Comprehensive Automobile Liability insurance including hired cars and non-ownership coverage, covering bodily injury, death and property damage, with single and aggregate limits of liability of \$1,000,000.00. PRDOH shall be named as additional insured on the insurance policy;

3. Professional Liability: The selected Contractor is obliged to present coverage for Errors and Omissions with the limits of insurance not less than \$1,000,000.00. This coverage should be obtained as a "claims-made" based policy. It is understood and agreed that the coverage afforded under this policy will not be invalidated or affected by any errors and omissions or improper description of premises and properties insured hereunder.



4. **Cyber Liability Insurance:** Contractor shall maintain cyber liability insurance coverage with limits not less than \$5,000,000.00.

C. Upon the execution of the Agreement resulting from this solicitation, and at Yardi's sole cost, Yardi shall furnish PRDOH with certificate of insurance evidencing to PRDOH the policies listed above are in full force and effect.

D. Any deductible amount, under any of the policies, will be assumed in whole by Yardi's for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement.

E. Each insurance policy maintained by the selected Contractor must be endorsed as follows:

1. Government of Puerto Rico, Puerto Rico Department of Housing and Puerto Rico Public Housing Administration, and its officers, agents and employees are named as additional insured (except Servicer's Compensation) but only with respect to Yardi's commercial general liability and automobile liability insurance policies.
2. To provide waiver of subrogation coverage in favor of PRDOH and its respective officers and employees with respect to Yardi's commercial general liability and automobile liability insurance policies.
3. To the extent provided for by the policy, the insurer shall be required to give PRDOH written notice at least thirty (30) days in advance of any cancellation of any such policies.

F. Yardi shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of A- and 5 or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of A- and 5 or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

vii. OWNERSHIP AND USE OF DOCUMENTS

The parties' ownership rights are detailed in section 12 (Ownership) of Exhibit II – SAAS Subscription Agreement.

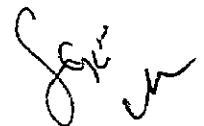


viii. NON-DISCLOSURE AND CONFIDENTIALITY

The parties' confidentiality obligations are set forth in section 9 (Ownership) of Exhibit II – SAAS Subscription Agreement.

ix. TERMINATION

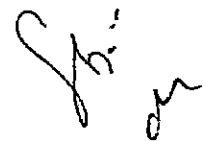
1. **Termination for Cause:** The PRDOH may terminate this Agreement, in whole or in part, for the Contractor's material breach in the manner provided for in section 3(c) of Exhibit 2 – SAAS Subscription Agreement.
2. **Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency following the 3rd Anniversary Date (as that term is defined in the SaaS Agreement). The PRDOH will terminate this Agreement by delivering to the Contractor a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected.
3. **Termination by Unilateral Abandonment:** The PRDOH may terminate this Agreement for its convenience, in the event that the Contractor unilaterally and without prior notice, ceases to provide the licenses or entirely ceases to provide the implementation/training services, application support services, or hosting services expressly required under the terms of Exhibit II (SaaS Subscription Agreement) and, following PRDOH's written notice of such abandonment, Contractor fails to resume performance of its duties and responsibilities as agreed in Exhibit II (SaaS Subscription Agreement) ("Abandonment"). Upon the knowledge of such Abandonment, the PRDOH may dispute (in manner provided for by this Agreement and section 17 (Dispute Resolution) of Exhibit II (SaaS Subscription Agreement)) the payment of any fees relating to the abandoned services and withhold such disputed amounts relating to the Abandonment from any future payment. The PRDOH will not be compelled to continue the performance of the Agreement, should the Contractor breach the Agreement by unilateral Abandonment.
4. **Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at their sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the Contractor a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of



termination. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected and Contractor will make an electronic copy of the Client Data (as that term is defined in Exhibit II (SaaS Subscription Agreement)) available to PRDOH to download promptly following the termination or expiration of this Agreement. In the event of a termination by Notice, the PRDOH shall promptly pay any and all Undisputed Fees owed to Contractor as of the termination effective date.

5. **Immediate Termination.** In the event the Contractor is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the Contractor shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the Contractor of this Agreement or the Contractor of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This section will apply in the event of any judgment that may obligate the PRDOH to terminate this Agreement pursuant to Act No. 2 of 2018.
6. **Period of Transition.** Except for a termination for cause by Contractor or a termination by PRDOH pursuant to section 5(e) (Testing) of Exhibit II (SaaS Subscription Agreement), and subject to PRDOH's written request, upon any other termination or expiration of this Agreement Contractor agrees to: (i) temporary continuation of the licenses and existing services under this Agreement subject to the terms of this Agreement and PRDOH's payment of the then-current prevailing Fees under Exhibit II (SaaS Subscription Agreement) at the time of the transition, and (ii) negotiate in good faith toward mutually agreeable terms with respect to any new services as may be reasonably requested by Client. The transition plan shall not exceed 90 days. In the event this subsection's conditions are met, this Agreement shall be extended through the expiration of the agreed transition period.
7. **Termination for Non-Appropriation of Funds.** In the event that the grant of funds by HUD under any allocations of the CDBG-DR may be suspended, withdrawn, or canceled, PRDOH may terminate this Agreement for its convenience, in whole or in part, upon 30 calendar days' prior written notice to Contractor.

x. **PENALTIES AND LIQUIDATED DAMAGES**



A. Penalties

In the event the Contractor is determined to have failed to perform in accordance with the performance requirements detailed in Exhibit IV (Performance Requirements), the Contractor agrees that PRDOH may impose sanctions against the Contractor for any such default in the manner provided for in section x(A)(2) and to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 CFR 200.326 and 24 CFR 570.489(g).

1. If the Contractor fails to perform in accordance with federal statutes, regulations or the terms and conditions of the Contract, or the performance requirements detailed in Exhibit IV (Performance Requirements), PRDOH will have the option to apply one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Contractor;
 - ii. Suspend or cancel this Agreement for the Contractor's continuous, deliberate and knowing misrepresentations resulting in a failure to perform the requirements set forth in Exhibit IV (Performance Requirements);
 - iii. Take other remedies that may be legally available.

B. **Liquidated damages.** The Contractor is responsible for any such default in accordance with Exhibit IV (Performance Requirements) and this Section. The Contractor shall pay to PRDOH, as liquidated damages, \$1,000 for each calendar day the Contractor fails to comply with the specified performance requirements detailed in Exhibit IV (Performance Requirements), subject to a maximum of \$3,000 per occurrence. Said sum, in view of the difficulty of accurately ascertaining the actual loss which PRDOH would suffer by reason of breach of the specified performance requirements set forth in Exhibit IV (Performance Requirements), is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH, as provided for in section x(A)(1), above, once it is determined that the Contractor has breached the performance requirements set forth in Exhibit IV (Performance Requirements). Before any such liquidated damages shall be imposed, the



Contractor shall be provided a grace period of no less than ten (10) days and, in the event of a delay resulting from circumstances outside of the Contractor's control or otherwise caused by PRDOH, HUD, or any other third party (not under the Contractor's control), the schedule for performance relating to any of the performance requirements set forth in Exhibit IV (Performance Requirements) shall be equitably extended as agreed to by the parties in order to provide the Contractor additional time to perform. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Contractor shall be liable to pay the difference.

xi. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed to by the parties in a written amendment signed by both parties.

xii. HOLD HARMLESS

The Contractor and its affiliates, its successors and assignees will indemnify, defend, and hold the PRDOH harmless from any third-party claims, damages and losses arising out of any death, bodily injury, or damage to tangible personal property resulting from Contractor's acts of gross negligence or intentional misconduct in the performance of Contractor's obligations or responsibilities pursuant to this Agreement.

xiii. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any act of God including inclement weather, (hereinafter collectively referred to as "Force Majeure") during the term of this Agreement, none of the Parties in this Agreement shall be liable to the other party for nonperformance during the conditions created by such event.

The Contractor shall notify the PRDOH, as soon as possible, of the occurrence of the Force Majeure event and describe in reasonable detail, the nature of the Force Majeure event.

xiv. NOTICES

- A. All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

PRDOH: Fernando A. Gil-Enseñat, Esq.
Secretary
Puerto Rico Department of Housing
PO Box 363188
San Juan, Puerto Rico 00936-3188/
606 Barbosa Avenue
Juan C. Cordero Building (9th Floor)
San Juan, Puerto Rico 00919

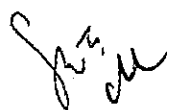
CONTRACTOR: General Counsel
Legal Department
Yardi Systems, Inc.
430 South Fairview Avenue
Santa Barbara, CA 93117

- B. Either party may change its address by written timely notice to the other party. Any other communication may be had in person with the PRDOH with an authorized representative of the Contractor.

xv. COMPLIANCE WITH PUERTO RICO'S CONTRACTING REQUIREMENTS

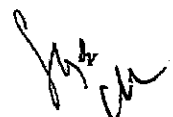
The following clauses in this section XIII (Compliance with Puerto Rico's Contracting Requirements) apply to firms that are established and do business in Puerto Rico (local firms); if YARDI does not change its business policies and maintains its principal offices outside of Puerto Rico, it is exempt from complying with the same.

1. **Tax Obligation Compliance:** Pursuant to Executive Order Number OE-1991-24 of June 18, 1991, the Contractor certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The Contractor, further certify that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The Contractor shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The Contractor will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the Contractor agrees to pay



and/or to remain current with any repayment plan agreed to by the Contractor with the Government of Puerto Rico.

2. **Payment of Unemployment Benefits, Workers' Compensation and Chauffer Benefits:** Pursuant to Executive Order Number 1992-52, dated August 28, 1992 amending OE-1991-24, the Contractor certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every contractor and subcontractor whose service the Contractor has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
3. **Compliance with Withholding Obligations.** The Contractor will be responsible for complying with Social Security and Income Tax obligations. The Contractor shall assume full responsibility for the payment of all federal, state and local taxes or contributions, and shall produce evidence of compliance herewith as requested by the PRDOH and otherwise in compliance with applicable laws, regulations and Circular Letters.
4. **Income Tax Filing Compliance.** The Contractor hereby certifies and warrants that: (i) as of the date of execution of this Agreement and for the five (5) years prior, it has filed with the Commonwealth of Puerto Rico all required income tax returns, and (ii) it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The Contractor shall produce, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, written evidence of its compliance with this clause. During the term of this Agreement, the Contractor agrees to pay and to remain current with any repayment plan agreed to between the Contractor and the Government of Puerto Rico.
5. **Municipal Revenue Collection Center of Puerto Rico (CRIM):** The Contractor certifies and guarantees that at the execution of this Agreement that it has no current debt for property taxes with the Municipal Revenue Collection Center ("Centro de Recaudación de Ingresos Municipales" in Spanish). The Contractor further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. Prior to execution hereof, the Contractor shall provide to the PRDOH, evidence satisfactory to the PRDOH of its compliance with this clause. During the Term of this Agreement, the Contractor agrees to pay and/or to remain current with



any repayment plan agreed to by the Contractor with the Government of Puerto Rico with regards to property taxes (for real and personal property).

6. **Income Tax Retention Law:** The PRDOH will retain ten percent (10%) of any and all professional services payments as required by Income Tax law (known in Spanish as *Código de Rentas Internas*). The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The Contractor might request PRDOH not to make such withholdings if, to the satisfaction of the PRDOH, the Contractor timely provides a release from the Government of Puerto Rico's Treasury Department. PRDOH will not make such withholding to the entities excluded from such retention. At the time of execution of this Agreement the Contractor is totally exempted from any withholding requirement.
7. **Puerto Rico Child Support Administration (ASUME):** The Contractor certifies and guarantees that at the signing of this Agreement that the Contractor nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Puerto Rico Child Support Administration (known in Spanish as the *Administración Para El Sustento de Menores (ASUME)*). Prior to execution hereof, the Contractor shall provide to the PRDOH, evidence satisfactory to the PRDOH of its compliance with this clause.
8. **Government Ethics Act:** The Contractor hereby certifies that in signing this Agreement it is in compliance with Act 1 of January 3, 2012, as amended, known as the Ethics Act of the Government of Puerto Rico, which in connection with the possibility of a conflict of interest, stipulates that, no employee or executive of the Contractor, nor any member of his/her immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Puerto Rico Secretary of Treasury and the Secretary of Justice.
9. **Anti-Corruption Code for a New Puerto Rico:** The Contractor agrees to comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for a New Puerto Rico, as the same may be amended from time to time.
10. **Consequences of Non-Compliance:** The Contractor expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and



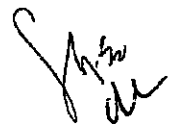
certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the Contractor reimburse to PRDOH all moneys received under this Agreement.

xvi. COMPLIANCE WITH APPLICABLE FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

- A. Drug Free Workplace:** The Contractor should establish procedures and policies to promote a "Drug Free Workplace" in compliance with the Federal Drug Free Work Place Act, 41 U.S.C. §701, et seq. Furthermore, the Contractor certifies that it has advised all employees and subcontractors of its policy for maintaining a "Drug Free Workplace", and the penalties that may be imposed for drug abuse violations occurring in the workplace. Furthermore, the Contractor shall notify the PRDOH if any of its employees is convicted or arrested of a criminal drug offense in the workplace no later than ten (10) days after such conviction or arrest.
- B. Interest of Members of Congress:** No member of the Congress, delegate or Congressional resident commissioner shall be admitted to any share or part of this Agreement or any benefit arising from it.
- C. Equal Opportunity:** The Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in U.S. Department of Labor regulations (41CFR chapter 60) that during the term of this agreement it will not discriminate on the basis of race, color, age, sex, birth origin, social condition, political affiliation, religious or handicapped conditions.
- D.** The Abovementioned list notwithstanding, the Contractor also agrees to comply with all applicable Federal and the Government of Puerto Rico laws and regulations in connection with this Agreement.

xvii. CONFLICTS OF INTEREST.

Based in part on federal regulations (24 CFR 85.36(b)) and on the Anti-Corruption Code for the New Puerto Rico, Act No. 2-2018 and contractual agreements between the PRDOH and HUD, no employee, officer, or agent of the PRDOH (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.



- (a) **Limited Denial of Participation:** Contractor certifies that it will not subcontract with any person or firm that has been placed in HUD's, PRDOH's Limited Denial Participation lists or that has been barred from doing business or participating in procurement procedures with the federal government or the Government of Puerto Rico. The Contractor will periodically check federal and local notices and Limited Denial Participation lists to ensure compliance with this requirement throughout the performance of this Agreement.
- (b) **Interest by Members of Local Authority and Governing Body:** Since the PRDOH are the Government of Puerto Rico, or a local authority, no member of the local government or employee, officer or public official who exercises any functions or responsibilities with respect to the project shall, during his tenure, and for one year thereafter, have any interest, direct, or indirect, in this Agreement or the proceeds thereof, unless the corresponding waiver from the Office of Governmental Ethics has been obtained.
- (c) **Covenant against Contingent Fees:** The Contractor warrants that its employees have not knowingly solicited or secured this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrantee shall give the PRDOH the right to terminate this Agreement or, at its discretion, to deduct from the Contractor's fee the amount of such commission, brokerage, or contingent fee.

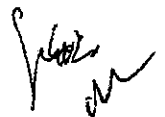
xviii. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

The Contractor acknowledges that HUD financial assistance will be used to fund the contract only. The Contractor will comply with all directly applicable federal laws, regulations, executive orders, HUD policies, procedures, and directives including, without limitation, those set forth in Exhibit III which directly pertain to Contractor's performance of its obligations pursuant to this Agreement.

xix. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities of PRDOH to the Contractor pertaining to any matter resulting from this Agreement.

xx. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS



The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

xxi. NON-CONVICTION

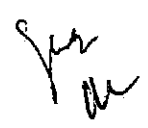
The Contractor certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, Contractor also certifies that:

- (a) It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Anticorruption Code for the New Puerto Rico, Act No.2-2018 of Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
- (b) It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
- (c) It declares under oath the above mentioned in conformity with what is established Anticorruption Code for the New Puerto Rico, Act No. 2-2018 which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.

The Contractor represents and guarantees that none of its employees, officials or agents assigned by the Contractor to work on PRDOH's accounts and who have access to PRDOH's data have been convicted of a felony. Moreover, the Contractor agrees to notify the PRDOH should any employee, official, or agent who is assigned by the Contractor to work on PRDOH's accounts and who has access to PRDOH's data be convicted of a felony or misdemeanor after the date of this contract. Said notice shall be given within ten (10) days from the time of the conviction.

xxii. ENTIRE AGREEMENT

This Agreement, including all Exhibits attached to this Agreement, represents the entire and integrated agreement between PRDOH and the Contractor and



supersedes all prior negotiations, representations, agreements and/or understandings of any kind.

xxiii. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives.

xxiv. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the Contractor, their successors and assigns.

xxv. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party; provided, however, that either party may assign this Agreement without the other party's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving the assigning party.

xxvi. NON-WAIVER

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

xxvii. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, San Juan, Puerto Rico, Judicial Center, notwithstanding jurisdiction may be averred to U.S. District Court for the District of Puerto Rico, including for diversity of citizenship.

xxviii. HEADINGS



The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

xxix. SEVERABILITY

If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement shall remain operative and in full effect.

xxx. COUNTERPARTS

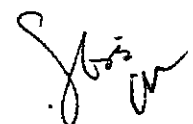
This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument.

xxxi. COMPTROLLER REGISTRY

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of the Commonwealth of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of the Commonwealth of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended by Law No. 127 of May 31, 2004. The Contractor will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action constituting ULTRA VIRES.

xxxii. MANDATORY CLAUSES REQUIRED BY MEMORANDUM NO. OSG-2017-001

- A. Interagency Service Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any other entity of the Executive Branch with which the PRDOH executes an interagency agreement or by direct instruction of the Office of the Chief of Staff of the Governor (*Secretario de la Gobernación*). The services performed thereunder will be subject to the same terms and conditions as set forth in this Agreement. For purposes of this clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, public instrumentalities and

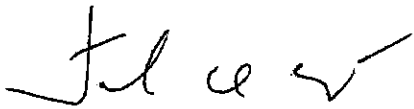


corporations, and the Office of the Governor, as set forth in Memorandum No. OSG-2017-001 of the Office of the Chief of Staff of the Governor of Puerto Rico and Circular Letter 141-17 of the Office of Management and Budget.

- B. Termination by the Chief of Staff of the Governor:** The Chief of Staff of the Governor of Puerto Rico (*Secretario de la Gobernación*) shall have the power to terminate this Agreement at any time, as set forth in Memorandum No. OSG-2017-001 of the Office of the Chief of Staff of the Governor of Puerto Rico and Circular Letter 141-17 of the Office of Management and Budget.

IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF
HOUSING**



Fernando Gil-Enseñat, Esq.

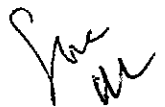
Secretary

YARDI SYSTEMS, INC.



Michael Remorenko
Director, Sales Operations

[



SOFTWARE LICENSING AND PROFESSIONAL SERVICES AGREEMENT
PRDOH – YARDI SYSTEMS, INC
Page 24 of 38

Exhibit I – Yardi Proposal

Attached Separately Paginated.

goman

Proposal



Yardi Voyager PHA Proposal
CDBG-DR

September 27, 2018

Attn: Ms. Lymari De Jesús Fuentes
Oficial Principal de Informática
Oficina de Sistemas de Información
Departamento de la Vivienda
606 Barbosa Avenue
Juan C. Cordero Davila
San Juan, PR 00918

San

YARDI



Table of Contents

1.	Solution Overview.....	4
	Yardi Voyager Residential.....	4
	Yardi Construction & Grant Management.....	6
	Yardi Procure to Pay.....	7
	Yardi Private Cloud.....	8
2.	Price Proposal (Based on a Six-Year License Agreement).....	10

Copyright Notice: This document contains confidential and proprietary information and is intended solely for the entity and specific purpose for which it was made available and not for any other purpose. No part of this document may be disclosed to any third party without the prior written authorization of Yardi Systems, Inc. Information is subject to change without notice and does not represent a commitment on the part of Yardi Systems, Inc. The following list is not all-inclusive and the absence of a product or service name or logo from this list does not imply a waiver of Yardi's trademark or other intellectual property rights concerning that name or logo. CHECKscan™, COLLECTplus™, COMMERCIALCafé™, Concierge™, CONDOCafé™, ENERGYplus™, GoodShield®, InvestorPlus™, LOBOS®, Marketplace™, MILITARYCafé™, Optimus EMR®, Orion®, PAYplus™, PAYscan™, PopCard®, PowerShopping®, Pulse®, RENTCafé®, RENTCafé® Classifieds™, RENTCafé® Connect™, RENTCafé® Creative™, RENTCafé® Kiosk™, RENTCafé® Reach™, RENTCafé® TextPay™, Renter Reliability Index™, RentGrow®, RENTmaximizer™, ResidentShield®, ScreeningWorks®, SiteManager™, VENDORCafé®, Voyager®, WIPS®, Yardi Energy Solutions®, and Yardi® are either registered trademarks or trademarks of Yardi Systems, Inc. in the United States and/or other countries. All other product, service, or company names mentioned in this document are claimed as trademarks and trade names by their respective companies.

© 2018 Yardi Systems, Inc. All rights reserved.

For

Solution Overview

Empower your team with a single, connected solution that delivers everything you need to work smarter and serve program participants better from front office to back office. Consolidate your operations on Yardi Voyager, then expand the platform with tools and services from our seamless product suite for PHAs. Products for online applications and recertifications, compliance workflows, applicant screening, payments, utility billing and management, grant management, budgeting, construction, online purchasing, and paperless invoice processing are all built seamlessly into Yardi Voyager.

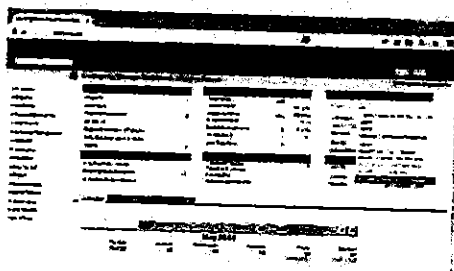
gsk
an

1. Solution Overview

Yardi Voyager Residential

Yardi Voyager Residential is the industry's premier integrated system for real estate management. This browser-based platform combines accounting and property management information in a single, centralized database. Global access ensures faster processing and allows users to run real-time, up-to-the-minute reports from anywhere on demand. System-wide transparency allows site staff and supervisors to work efficiently, streamline workflows, and communicate easily across the agency.

Yardi Voyager Residential enables you to optimize control over management tasks and increase operational efficiency. Modeled on industry-standard practices, Yardi Voyager streamlines workflows with straightforward, intuitive processing of all financial information.



Strategic Benefits

- Real-time information on demand
- User-friendly dashboards specialized for agency staff roles
- Drilldown links to underlying data
- Easy intake management
- Streamlined operations
- Complete audit trail for transparency
- Software as a Service (SaaS) deployment

Financial Management

Yardi Voyager is a complete accounting system designed to meet GAAP and HUD requirements. The general ledger is configurable to make financial management processes effective, efficient, and responsive to unique agency policies, procedures, and reporting needs. The platform meets all HUD requirements for financial management, including asset management project (AMP) reporting.

- **Accounts Receivable.** Our comprehensive receivable functionality includes resident invoicing, letters, and statements, automatic and manual payment receipting, and configurable back rent calculation. These functions are integrated with the general ledger, cash receipting, and accounts payable. You can enter data in real time, post unlimited recurring charges, and manage late fees with grace periods. Yardi Voyager manages complex rent rolls, overages, turnover rents, and multiple checking accounts. You can generate one-time and recurring invoices, customizable rent statements and reconciliation letters to residents, as well as statements for bulk print or email.
- **Accounts Payable.** Yardi Voyager streamlines the payables process and reduces costs by converting paper invoices into electronic transactions, virtually eliminating paper and mailing costs. Automated workflows efficiently route invoices through the approval process to vendor payment.

Sm
all

SOLUTION OVERVIEW

- **General Ledger.** The powerful general ledger allows your agency to use a single chart of account with configurable accounting segments. The system offers standard cash and accrual books, and you can configure multiple additional books. Users can drill down to base transactions from high-level reports, distribute expenses across multiple properties/entities based on predefined allocation percentages, and apply consolidated journal entries automatically to multiple entities based on percentages or statistical data.

YARDI

Financial Reports

Property: [Select] Account: [Select] Period: [Select] Report Type: [Select] Report Columns: [Select]

Period: 01/01/2022 to 04/30/22 Grid: ☐ Freeze Price: ☐ Decimals: ☐ Show Property Name: ☐ Suppress Zero: ☐ Graph: ☐ Email: ☐ Display: ☐

	Period to Date	%	Year to Date	%
OPERATING INCOME				
REVENUES				
Operating Income	614,704.91	0.00	1,928,864.33	0.00
TOTAL REVENUES	614,704.91	0.00	1,928,864.33	0.00
EXPENSES				
Operating Expenses	48,948.78	0.00	171,136.17	0.00
General and Administrative	76,871.48	0.00	244,827.48	0.00
TOTAL EXPENSES	125,820.26	0.00	415,963.65	0.00
NET OPERATING INCOME	527,864.51	0.00	1,512,894.28	0.00
NET INCOME	527,864.51	0.00	1,512,894.28	0.00

Analytic Reporting

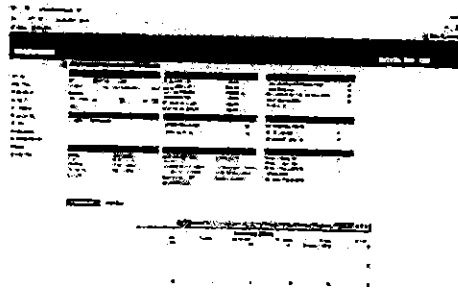
Yardi Voyager includes a powerful set of analytic reports that create visibility into your operations. You can drill down from each report screen to the underlying data, down to the individual transaction. Filtering reports by properties, timeframes, and data attributes lets you zoom in quickly on the most relevant information. Our end-to-end system architecture creates insight into work orders, utility consumption, material inventory, and more, directly from the core Yardi Voyager user interface.

Key Features

- Calendars with alerts for tasks needing attention
- Comprehensive reporting
- Automated move-in and move-out accounting
- Streamlined unit-transfer management
- Lease renewal workflow
- EFT/ACH processing

Yardi Construction & Grant Management

Included with Yardi Voyager PHA, Yardi Construction & Grant Management is a full-service job costing and receivables system that helps you manage all types of development efficiently through all phases of construction. You can easily track all job budgets, budget revisions, job bids, expenses, receipts, loan draws, subcontracts, and more. Yardi Construction & Grant Management streamlines operations and increases control over management tasks, so you can expedite completion and maximize the profitability of all development projects.



Key Features

- Automatic over-budget checking
- Unlimited database for all job cost records
- Drilldown report access with underlying transactions for job cost summary data
- Subcontract links to jobs and user-definable subcategories
- Ability to select exclusive job costing vendors
- Improved labor productivity and elimination of manual processes

Automated Tracking, Updates, & Charge Creation

Yardi Construction & Grant Management automatically tracks actual cost totals and compares them to the budget. It also updates the job cost and general ledger whenever a transaction is entered, so you can immediately catch all charges related to job cost transactions and grants. To bill for a specific invoice or draw, you can automatically create charge amounts based on a user-defined budget amount and a percentage of selected categories.

Comprehensive Reporting

Yardi Construction & Grant Management reports on change-order budget amounts, amounts billed to date per category, and the draw budget, as well as budget revisions and bid fields. In addition, over-budget monitoring automatically occurs for every transaction.

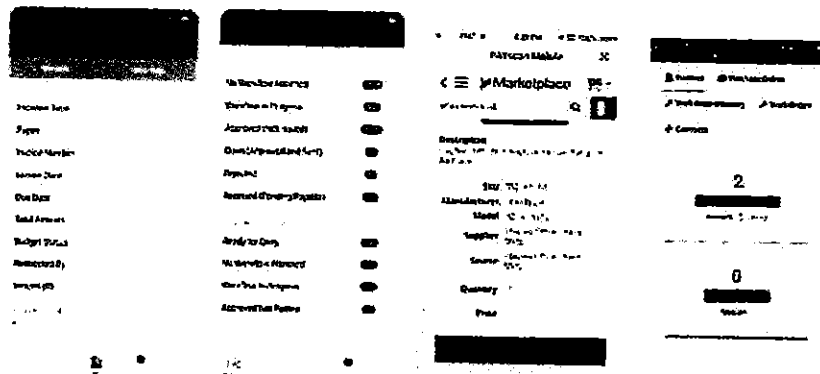
Increased Flexibility

With Yardi Construction & Grant Management, you can enter contracts and subcontracts for multiple jobs and/or properties. You can also choose to update the job budget automatically when you enter contract amounts and changes.

Spencer ⁶

Yardi Procure to Pay

Yardi Procure to Pay is an end-to-end solution for accounts payable, procurement, and vendor management built into Yardi Voyager. It spans purchase order creation, real-time budget checking, dynamic approval workflows, electronic invoice processing and payment, and service contract modeling.



Eliminate Paper

With Yardi PAYscan, scanned paper invoices are instantly matched with purchase orders and are sent through customizable approval workflows that match your approval procedures. Lines are compared against price, SKU, and quantity to ensure the resulting payable correctly maps to the purchase order. Paperless processing decreases the amount of paper that vendors, customers, banks, and employees must handle, reducing associated cost and labor. Electronic invoices can be approved from anywhere, anytime based on user security settings, including from your mobile device with Yardi PAYscan Mobile.

Control Spend

Yardi Marketplace is a one-stop solution for sourcing, purchasing, invoicing, and payment that optimizes spend management. A comprehensive, competitively priced online catalog streamlines procurement processes with one million+ products and in-store purchase programs with partners such as The Home Depot and Grainger. You can easily define and import catalogs, access favorite product lists, purchase items, and automatically generate purchase orders. You gain maximum control by approving and standardizing pricing across your portfolio, and real-time budget checks eliminate overspending.

Manage Vendors

Included with Yardi Procure to Pay and integrated with Yardi Voyager, **VENDORCafé** is an easy-to-use vendor portal that dramatically reduces paper invoices and streamlines communication with vendors. By centralizing vendor information in a single system of record, you gain a 360-degree view of all your product and service vendors and property associations. You can define your onboarding process to assess risk proactively and ensure only approved vendors are added to your accounting system. Vendors can easily register and upload insurance certificates and other required information. Approved vendors can upload invoices and monitor approvals online, which reduces emails and calls about invoice status.

John M.

Yardi Private Cloud

Yardi Private Cloud clients have their own database and application as well as VPN connectivity to the Yardi Cloud. This deployment model includes dedicated virtual servers throughout. Yardi Private Cloud is appropriate for large, global, or publicly traded organizations, investment managers, and government agencies with complex control needs.

Data Center Infrastructure

Yardi uses multiple proven, SSAE 18-audited facilities to ensure availability and security for your environments. Key data center features include:

- Security—24x7 monitoring; access restricted to authorized personnel
- Redundant power systems (UPS and generators)
- Redundant HVAC systems and automated monitoring of temperature and humidity
- Fire detection and suppression systems

Network Infrastructure & Architecture

Our network infrastructure accommodates your application demands and provides redundancy and high availability through multiple security layers. Key features include:

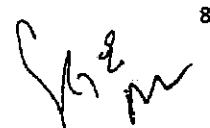
- Redundant network connectivity (multiple Internet providers)
- Load balancing capabilities
- Managed firewalls, routers, and intrusion detection systems
- Security incident management

Backup & Recovery

We replicate each client's database in real time to a parallel database server with automatic failover capabilities. Incremental transactional backups support point-in-time database restores. Optional backup encryption is available. We make complete backups every night and place them on a secure FTP server, from which clients can authorize an internal user to download the backups. Backups are kept in a secure, off-site location whose security is reviewed annually.

Turnkey Property Management

Yardi Private Cloud offers convenient, cost-effective hosting for the latest property and investment management technology. You benefit from the power and performance of Yardi's advanced technology without having to establish and maintain the IT infrastructure, support services, and security necessary to keep your system operating at peak efficiency. This all-inclusive approach lets you focus your energy where it counts—on your business.

 8

Price Proposal

The following is our proposed pricing for your agency, based on a six-year license agreement. Unless stated otherwise, all pricing is valid for 90 days from the date of this proposal. Annual fees include software license fees, databases, development tools, software updates, application support, and hosting support. One-time service fees include installation, implementation, project management, and training.

Signature

2. Price Proposal (Based on a Six-Year License Agreement)

Yardi Voyager Core Financial Bundle: Tier 1			
	1 to 50 users	\$5,000	\$250,000
Yardi Voyager Core Financial Bundle: Tier 2			
	51 to 75 users	\$2,500	\$62,500
Yardi Voyager Core Financial Bundle: Tier 3			
	76 to 200 users	\$1,500	\$37,500
Subtotal: Annual Fees for 100 Users			\$350,000
Yardi Private Cloud			
	Flat fee	\$75,000	\$75,000
On-Site Implementation and Training			
	240 hours	\$200	\$48,000
Yardi Procure to Pay Implementation			
	Flat fee	\$3,200	\$3,200
Custom Programming (Estimate)			\$100,000
Travel			Please see notes
Travel expenses (e.g., airfare, hotel, per diem, and car rental) are estimated at \$15,000 and will be billed as incurred.			
Total One-Time Fees			\$151,200
Maximum Total Year 1 for 100 Users			\$576,200
Annual fees for subsequent years are based on the tiered user pricing and the products referenced above. Subsequent years' annual fee is subject to change on the anniversary date of the software agreement, based on the nationally published Consumer Price Index.			

Next Steps

Our end-to-end real estate platform delivers mobility, transparency, and business intelligence across your organization. Yardi products can simplify your business processes, enhance your intake and resident services, and help you maintain HUD compliance. Please contact me:

Harvey Dickerson
 Senior Account Executive, Public Housing
 Harvey.Dickerson@yardi.com
 (800) 866-1144 ext. 6819 | office
 (301) 275-9843 | mobile

Harvey Dickerson 10

Exhibit II – SaaS Subscription Agreement

To be attached.

A handwritten signature in black ink, appearing to be "S. H. H.", located in the bottom right corner of the page.

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("Yardi"), and

Puerto Rico Department of Housing ("Client")
PO Box 363188
San Juan, PR 00936-3188

enter into this agreement including any schedules, exhibits or other attachments (this "Agreement") effective as of the Effective Date (defined in section 1 (Definitions), below).

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud (defined in section 1 (Definitions), below). Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "Anniversary Date" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "Business Purposes" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "Client Data" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "Contractor" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "Deliverable" means any deliverable or intellectual property delivered to Client as part of Programming Services (defined in section 14 (Programming Services)) or other services provided pursuant to this Agreement.

f. "Designated User" or "DU" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "Effective Date" means the date of the last party signature on this Agreement.

h. "Fees" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. "Force Majeure Event" means any event beyond the reasonable control of the party affected by such event, including without limitation fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. "Initiation Date" means the first day of the month immediately following that date which is two weeks after the Effective Date.

k. "Licensed Programs" means the software program(s) identified in Schedule A (Fee Schedule).

l. "Licensed Programs Documentation" means the user manuals and documentation for the Licensed Programs.

m. "Password" means the unique user name and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "POC(s)" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "Undisputed Fees" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

p. "Use" means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. "Yardi Cloud" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. "Yardi Cloud Services" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. Licenses. Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then presented on Client Central.

b. Restrictions. Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from,



distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yard's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yard Cloud, and may not be removed or copied to any other location at any time.

c. Access to the Yard Cloud. Yard will use commercially reasonable efforts to make the Yard Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yard has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night (i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours) extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday. Yard will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. Term. This Agreement will commence on the Effective Date and shall remain in full force until Client's 3rd Anniversary Date (the "Initial Term") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 3-year terms (each a "Renewal Term") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term."

b. Intentionally Omitted.

c. Termination for Cause. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 7 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 7 days; the breaching party fails to initiate cure within 7 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. Effect of Termination. Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease use of the Yard Cloud, Yard Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yard Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yard.

e. Survival. The parties' obligations under and the provisions of, sections 4 (License Fees), 8(b) (Unlimited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. License Fees.

a. Fees. Client agrees to pay Yard the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule).

b. Failure to Pay. Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause).

c. Taxes. The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yard Cloud, Yard Cloud Services, or Deliverables; (iii) Client's Use of the Yard Cloud, Yard Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yard per this Agreement. Client is responsible for all applicable tariffs, duties or taxes (exclusive of taxes based on Yard's net income) applicable to this Agreement.

d. Partial Fee Disputes. If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. Implementation and Training.

a. Third Party Software and Hardware Requirements. Client is solely responsible for purchasing, installing and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yard Cloud and use the Licensed Programs and Yard Cloud Services. Yard shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yard in connection with such third party software and hardware shall not alter Client's responsibility or Yard's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. Location, Implementation, and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yard will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yard will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yard's Fees for the additional services.

c. On-Sites. Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yard trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. Data Conversion. Yard will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yard data conversion services, [i.e., in addition to any initial data conversion services set forth in

Schedule A (Fee Schedule)) are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "Testing Period") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts (determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)) for Initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. **Users and Passwords.**

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. **Application Support & Upgrades.**

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During Initial Implementation, Yardi shall appoint an account manager to Client's account. After Initial Implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor

does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B.

f. **Application Support Hours.** Yardi's application support hours are from 6:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible -- generally within 2 business hours.

Priority 2: Business Impacted (severe restriction of Client's Use of the Licensed Programs -- a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. **Client Data.**

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized 3rd party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized 3rd party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade

Yardi

falls to prevent unauthorized third party access to Client Data; or (3) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. Confidential Information Definition. "Confidential Information" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE16 audit reports and PCI DSS attestations of compliance and any information related to SSAE16 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which - by its nature - reasonably should be regarded as confidential.

b. Nondisclosure and Nonuse Obligations. Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. Exclusions from Nondisclosure and Nonuse Obligations. The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document:

(i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. Ownership and Return of Confidential Information. The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (a) the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party; and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. Third Party Information Disclosure. The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. Limited Software Warranty. Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements' and expectations.

b. Remedy for Limited Software Warranty Breach. If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. Warranty Disclaimer: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. Internet Performance Disclaimer. Yardi does not and cannot control the flow of data via the Internet. Such flow depends

John

in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the Internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. **Damage Waiver.** EXCEPT AS PROVIDED IN SECTION 11(C) (EXCEPTIONS), REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. **Liability Limit.** EXCEPT AS PROVIDED IN SECTION 11(C) (EXCEPTIONS), IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED TWO TIMES THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

c. **Exceptions.** NEITHER THE DAMAGE WAIVER SET FORTH IN SECTION 11(a) (DAMAGE WAIVER) NOR THE LIABILITY LIMIT SET FORTH IN SECTION 11(b) (Liability Limit), SHALL APPLY TO (i) YARDI'S INDEMNIFICATION OBLIGATIONS PER SECTION 13 (INDEMNIFICATION), (ii) YARDI'S BREACH OF SECTION 9 (CONFIDENTIALITY), OR (iii) DAMAGES RESULTING FROM YARDI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title and interest in and to Client Data.

13. Indemnification.

a. **Indemnity.** Yardi agrees to defend, indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

b. **Indemnity Conditions.** Yardi's defense and

indemnification obligation per section 13(a) (Indemnity) is conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

c. **Injunction.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "Programming Services").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "Permitted Exceptions"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi

Yardi

Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Dispute Resolution.

a. **Direct Negotiation.** In the event of a dispute arising out of or related to this Agreement, the parties shall mutually work to resolve any such dispute in good faith through direct negotiation. If the parties are unable to come to a mutual agreement after good faith discussions through direct negotiations within 30 days immediately following notice from one party to the other of its desire to have a dispute resolved, then each party shall submit such dispute to a member of its senior management. If the dispute is not resolved by each parties' senior management within 30 days immediately following the commencement of their discussions, then Yardi shall submit the dispute to its General Counsel and Client shall submit the dispute to its Secretary/Executive Director. If the dispute is not resolved by Yardi's General Counsel and Client's Secretary/Executive Director within 30 days immediately following the commencement of their discussions, then either party may invoke all legal rights and remedies available to it at law or in equity. Nothing in this section 17(a) (Direct Negotiation) prevents a party from seeking urgent injunctive or declaratory relief.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of California as such laws are applied to agreements made and performed entirely within the State of California.

c. **Venue.** Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in Washington, District of Columbia, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or filed elsewhere.

d. Injunctive Relief.

(i) **Yardi Injunctive Relief.** The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 15 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 15 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) **Client Injunctive Relief.** The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's

obligations under that section and injunctive relief against any further violations of that section.

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. Notices.

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:

Attn: Edna Rivera
PUERTO RICO DEPARTMENT OF HOUSING
PO Box 363188
San Juan, PR 00936-3188

(iii) If to Yardi:

Attn: Chief Operating Officer
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Gatelia, CA 93117

With a copy to:

Attn: Legal Department
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Gatelia, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

k. **Entire Agreement.** This Agreement, as part of the Agreement for Software Licensing and Professional Services Between the Puerto Rico Department of Housing and Yardi Systems, Inc. to which this Agreement is attached as Exhibit II, constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to the services to be provided and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Not-Solicit/Non-Hire.** The parties agree not to solicit

(other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord with this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi "know-your-client" requirements, processes, and/or procedures.

p. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed

copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

PUERTO RICO DEPARTMENT OF HOUSING ("Client")

By:

Date:

Print Name:

Title:

YARDI SYSTEMS, INC. ("Yardi")

By:

Date:

Print Name:

Title:

Rev.040116

Spes

SCHEDULE A

Fee Schedule

Yardi Pin #: 400085983

Yardi Order #: 174068

Voyager SaaS Private Cloud Annual Fees						
License	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Annual Fee
Voyager SaaS Private Cloud Annual Fee	each	1	\$75,000.00	\$0.00	\$75,000.00	\$75,000.00
Voyager SaaS Private Cloud Property Management	DU	100	\$3,000.00	\$0.00	\$3,000.00	\$300,000.00
Procure to Pay	Unit	1,000	\$10.00	(\$10.00)	\$0.00	\$0.00
Yardi Job Cost	DU	100	\$1,000.00	(\$500.00)	\$500.00	\$50,000.00
Total						\$425,000.00

One-Time Fees						
Service	UOM	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	One-Time Fee
Procure to Pay Remote/On-Site Implementation	each	1	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00
Conversion Services: Data Extraction and Import (No Downtime)	each	1	\$1,500.00	(\$1,500.00)	\$0.00	\$0.00
PSG Full Service Implementation/Training			\$48,000.00			billed as incurred
Total						\$3,200.00

Total Fees Due

Annual Fee	\$425,000.00
One-Time Fee	\$3,200.00
Sub-Total	\$428,200.00
Sales Tax	as applicable
Total Due	\$428,200.00

Additional Terms

- PAYMENT TERMS** (excluding applicable taxes): \$425,000.00 due on or before June 30, 2019; \$1,600.00 due on or before November 30, 2019.
- PSG Fees:** Services will be billed at the rate of \$200/hour and will not exceed \$48,000.00 without prior approval by the Client and contingent upon execution of an addendum to increase the amount. Yardi shall separately invoice Client for services identified in the PSG Scope schedule monthly in arrears as incurred after services have been rendered, and Client shall pay such invoices within 30 days of the invoice date.
- Additional terms are set forth in the following schedules to this Agreement:
B - Private Yardi Cloud, Hardware, Services and Governance Schedule
C - Additional Terms
D - PSG Scope
- Client's total Annual Fee and total Monthly Fee are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W); U.S. City Average for the preceding year.

Spice

SCHEDULE B

Private Yardi Cloud, Hardware, Services and Governance Schedule

Private Yardi Cloud Description

Yardi will allocate to Client a dedicated virtual local area network (VLAN), including:

1. Up to 3 VPN tunnel(s) for Client connection to the VLAN;
2. Microsoft Server operating system and SQL Server licenses and installation;
3. Production web servers, amount determined by Client licensing;
4. Production database server(s);
5. Production application server(s);
6. Production file server(s);
7. Two test web servers;
8. One test database server;
9. Additional non-production environments, in accord with the terms of paragraph 3 (Data and File Management) below;

Server Management

Yardi will provide server management for Private Yardi Cloud servers running the Licensed Programs per the following guidelines:

1. All Private Yardi Cloud servers are virtualized and dedicated to Client;
2. Yardi will allocate to Client the resources required to maintain and deliver the Licensed Programs in accord with the terms of paragraphs 3 (Data and File Management) and 6 (Licensed Programs Support and Governance of Use) below;
3. All production servers are configured for high availability with redundancy within the Private Yardi Cloud;
4. Non-production servers are not configured for high availability;
5. Requests for additional non-production environments will be deployed on existing non-production servers until logical limits are reached;
6. Yardi will provide the following managed services as they relate to the Private Yardi Cloud:
 - a. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft Operating System;
 - b. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft SQL Server;
 - c. Installation, maintenance (Yardi patches and upgrades) for the Licensed Programs;
 - d. Installation, maintenance (vendor patches and upgrades) and licensing of security and anti-virus software;
 - e. Installation, maintenance (vendor patches and upgrades) and licensing of monitoring software; and
7. Installation and maintenance for Client's corporate connection (VPN) into the Private Yardi Cloud; and
8. Yardi reserves the right to upgrade the Private Yardi Cloud (both the physical and virtual aspects) upon notice to Client where, in Yardi's reasonable discretion, the upgrade is necessary to keep the Private Yardi Cloud secure and technically industry standard.

Data and File Management

Yardi will provide data and file management services for the Private Yardi Cloud per the following guidelines:

1. Yardi will provide up to 1TB of Combined Storage (defined below) at no additional charge. Client may purchase additional Combined Storage at Yardi's then-current prevailing rate at the time of Client's request. "Combined Storage" means:
 - a. Client Data file storage on file servers; and
 - b. Client Data storage held within database servers and utilized by the Licensed Programs.
2. Production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server or VPN tunnel from which Client may retrieve the database backups at any time.
3. Production data will be replicated in near-real-time both locally within the Private Yardi Cloud, as well as to a separate, off-site disaster recovery location; and
4. Yardi will allocate to Client a dedicated VLAN within the off-site, disaster recovery location.

Client Access

Yardi will allow Client access to the Private Yardi Cloud via the following methods:

1. Via Internet URL to access and operate the Licensed Programs;
2. Via VPN tunnel terminating at the Client VLAN:
 - a. The Licensed Programs' reports path for management of the Licensed Programs support files;
 - b. Database level query and management access;
 - c. Client agrees not to update the Voyager database general ledger via any VPN tunnel. Client acknowledges and agrees that any Voyager database general ledger update will be implemented using a Yardi standard API; and
 - d. Report development access;
3. Via remote access the following, depending on operating requirements:
 - a. The Licensed Programs' reports path for management of the Licensed Programs support files;
 - b. Database query and management software; and
 - c. Client-server-based system administration tools provided by Yardi.

Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Private Yardi Cloud and the Licensed Programs per the following guidelines. Yardi is not responsible for the use of the Private Yardi Cloud and its related software and hardware components outside of the specific parameters defined in this Private Yardi Cloud, Hardware, Services and Governance Schedule.

1. Implementation, consulting and support of the Licensed Programs and the Licensed Programs' deployed components, where applicable; and

2. Yardi will periodically make available to Client (at no additional cost to Client) updates, upgrades and current versions of the Licensed Programs which will include corrections, enhancements, and/or improvements. Client reserves the right to refuse updates and upgrades of the Licensed Programs; provided, however, that Yardi reserves the right to cease application support services for versions of the Licensed Programs more than 2 years older than the latest version of the Licensed Programs generally released to Yardi's clients.

Annual Fees Include

Client's annual access to the Yardi Cloud, Licensed Programs, Licensed Programs updates/upgrades, and one application support hour per \$1,000.00 of Client's annual Fees. Clients installing Voyager for the first time shall receive 35 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in 1/2-hour increments with a 1/2-hour minimum) against Client's above-noted application support allotment except when related to a Software Error. "Software Error" means a reproducible failure of the Licensed Programs to materially perform as specified in the Licensed Programs Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion - if performed by Yardi - will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support periods apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

SCHEDULE C

Additional Terms

Product Terms:

1. Voyager Property Management includes Accounting, Property Management, Maintenance/Work Orders
2. Procure to Pay:
 - a. Yardi Bill-Pay: Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at <https://clientcentral.yardi.com/docx/customeragreement/PaymentProcessing-P22-PayFac-and-Incorporated-into-terms-and-conditions.pdf> herein by this reference, as they may be amended from time to time (the "Payment Processing Terms"). Client agrees that such Payment Processing Terms shall govern Client's use of Yardi Bill-Pay as part of Yardi's Payment Services where applicable.

(1) Definitions

- a. "ACH" means a nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.
 - b. "Check 21" means the Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
 - c. "Check Bill-Pay Payments" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
 - d. "Payment Network" means Visa USA, Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express Travel Related Services Company, Inc., the National Automated Clearing House Association or any other regional ACH used to process ACH Transactions, their affiliates, and such other payment card networks, brands and associations that Yardi may make available through the Payment Services from time to time.
 - e. "Payment Services" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments made using Payment Network-branded payment methods and ACH methods.
 - f. "Third Party Payment Services (TPPS)" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments made using Payment Network branded payment methods and ACH methods.
 - g. "Yardi Bill-Pay Payment" and "Bill-Pay Payment" means the ACH, physical check, credit card or virtual card number payment made through the Payment Services.
- (2) Fees. Client acknowledges and agrees to pay the following fees for each of the following Bill-Pay Payment type: Yardi Bill-Pay:

a. ACH and Check Writing via Check Bill-Pay Payments: \$1.00

TPPS:

- a. TPPS Change of Services: \$950.00 per addition/change to a third-party payment processor.
 - b. TPPS ACH and Check Writing via Check Bill-Pay Payments: see Yardi Bill-Pay above.
- (3) The Fees set forth above may be amended by Yardi in its reasonable sole discretion. Yardi will, upon Client's written request, provide Client with the then-current schedule of Fees.

Concession Details:

1. All annual concessions set forth in Schedule A (Fee Schedule) are contingent upon Client maintaining the license count set forth in Schedule A (Fee Schedule). If Client reduces the initial license count affecting annual license Fees by more than 10%, the concession shall be reduced in correlation to the annual license Fee reduction. For example, if Client reduces the annual license Fee by 50%, the annual concessions set forth in Schedule A (Fee Schedule) shall be reduced by 50%.

Conversion Details:

1. Conversion from Yardi Client Puerto Rico Public Housing Administration (PRPHA).

Other Terms:

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services (i.e., in addition to those initially set forth in Schedule A (Fee Schedule)) require additional Fees at Client's then-current, cumulative, CPI-Increased base rate (which base rate shall be annually CPI-Increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 6 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into the Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.

Yardi

SCHEDULE D

PSG Scope

Project Title	CDBG Disaster Recovery Grant Project
Licensed Products	Voyager Property Management, Procure to Pay, Job Cost
Project Scope	Approximately 100 Designated Users
Project Duration	8 weeks
Yardi Professional Services Budget	\$48,000
Billing	No retainer required; services to be billed monthly, as incurred at the rate of \$200/hr
Data Conversion Methodology	Data Extraction
Training Approach	Train the Trainer
Assigned Yardi Resources	Project Manager; and/or Subject Matter Expert (SME), Account Manager (AM). AM hours will be billed against client's annual support hour allocation.
Implementation Methodology and Milestones	The Yardi Professional Services Group (PSG) and its clients leverage their industry, project, accounting, and technology experience to implement a Yardi platform that supports the client's business needs. We will jointly develop and define the project plan to achieve your project goals.

for an

Exhibit III - HUD General Provisions

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract.

The Contractor shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the Contractor to be aware of any changes hereto, to amend such changes and to ensure subcontracts terms and conditions are modified as necessary.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED


Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

Contractor shall comply with all directly applicable laws and regulations relating to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements (Appropriations Act), under Public Law 115-56 of 2017 and which apply to the Contractor's performance of its obligations under the Agreement, including but not limited to the applicable Office of Management and Budget Circulars.

3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the Contractor or any of its subcontractors violate or breach any Contract term. If the Contractor or any of its subcontractors violate or breach any Contract



term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time, upon a reasonable advance written notice (of no less than 7 days) to the Contractor, during Contractor's normal business hours, access to any invoicing records of the Contractor which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions of such invoicing records.

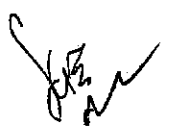
6. MAINTENANCE/RETENTION OF RECORDS

Upon any termination or expiration of this Agreement, the Contractor will make an electronic copy of the Client Data (as that term is defined in Exhibit II (SaaS Subscription Agreement)) available for PRDOH to download promptly following the termination or expiration of this Agreement.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND

LABOR SURPLUS AREA FIRMS

The Contractor will take reasonable steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible and if applicable; provided that the independent service providers from which the Contractor leases space to locate the servers and equipment needed to provide the Yardi Cloud (as that term is defined in Exhibit II (SaaS Subscription Agreement)), as described in section 16(a) (Server Location), of Exhibit II (SaaS Subscription Agreement) are not subcontractors for purposes of this section. Steps include:



- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the Contractor shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis. A copy of that form is available at <http://www.hud.gov/offices/adm/hudclips/forms/files/2516.pdf>.

8. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with the directly applicable provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

9. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any directly applicable regulations.

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.



10. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any directly applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

11. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

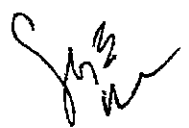
12. CONFLICTS OF INTEREST

The Contractor shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The Contractor shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

13. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH; provided, however, that the Contractor may assign its interests, rights, or obligation under this Agreement in the event of (i) a merger involving the Contractor, (ii) a sale or transfer of a controlling interest in the Contractor, or (iii) an asset sale involving all or a substantial portion of the Contractor's assets.

14. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts

A handwritten signature in black ink, appearing to be "J. J. J.", is located in the bottom right corner of the page.

exceeding \$10,000)

The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- 2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.



3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6) The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Spitz

7) In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8) Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.


16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the directly applicable requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other



requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

16. SOLID WASTE DISPOSAL ACT

A. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA's- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

17. ANTI-LOBBYING (Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the Contractor certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the



extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

A. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

A handwritten signature in black ink, appearing to be "John W.", located in the bottom right corner of the page.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Handwritten signature/initials

H. For contracts exceeding \$100,000, the Contractor shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

19. ENERGY POLICY AND CONSERVATION ACT

Contractor shall comply with directly applicable mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

20. HATCH ACT

Contractor agree to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as Amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing Contractor, you may do any of the following activities: Be a candidate in nonpartisan elections; Attend political meetings and conventions; Contribute money; Campaign in partisan elections; and Hold office in political parties.

The Contractor may not do the following activities: Be a candidate in partisan elections; Use official influence to interfere in elections; Coerce political contributions from subordinates in support of political parties or candidates; The Office of Special Counsel operates a website that provides guidance concerning Hatch Act issues.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name, possibly "John M." or similar.

Exhibit IV – Performance Requirements

The Contractor agrees to meet the activities and deliver the system and services requirements herein detailed in accordance with the plan set out below, including the below specified timeline for delivery and the firm contractual obligations set forth in this Exhibit IV – Performance Requirements. The Contractor shall be responsible for meeting the following requirements:

1. In the first 10 business days the Account Manager must be identified and assigned.
2. The Contractor must setup PRDOH's instance of the Yardi Cloud within 30 business days after this agreement has been executed.
3. The Contractor must perform the initial implementation site visit 14 business days after the execution of the contract; provided that PRDOH is available for the scheduling of a site visit with the Contractor during that time.
4. Provided that PRDOH cooperates with the Contractor timely performs its obligations during the implementation, the Contractor will complete the implementation, including instance setup, server configuration, all required data conversion, backup process setup, training, and final system configuration validation as each of these responsibilities are defined in the implementation requirements gathered during the initial site visit, within 8 weeks from the date the Contractor receives a complete copy of PRDOH's data in an acceptable form that is suitable for conversion/import as determined by Contractor in its sole discretion provided that the Contractor provides the data conversion templates to PRDOH at or before the contract execution.
5. The Contractor will perform a site visit after implementation and training has been completed to validate that the system configuration has been completed as defined during the implementation.
6. During implementation, the Contractor will provide weekly status reports via email or phone call by the end of every week regarding the instance setup, server configuration, troubleshooting, all required data conversion, backup process setup, training, and final system configuration validation as defined in the implementation requirements gathered during the initial site visit.
7. The Contractor shall resolve or provide a reasonable work-around for any disruptions in the cloud hosting services provided pursuant to section 2(c) (Access to the Yardi Cloud) Exhibit II - SaaS Subscription Agreement, excluding internet interruptions or Force Majeure events, that impact PRDOH's ability to access and use the Licensed Programs within 5 business days.

