

**ADDENDUM F**

**This is an Addendum to the Membership Services Agreement dated March 26, 2007, by and between Agility Recovery Solutions, Inc. (Agility) and Florida Housing Finance Corporation (Customer).**

**The terms and conditions of the above referenced Agreement are modified and amended as follows:**

**INCREMENTAL MONTHLY FEE \$152**  
**NEW MONTHLY FEE \$1,505**

**ADDENDUM START DATE** Upon execution of this Addendum

**TESTING SERVICE**

Agility will provide the Customer resources to test their recovery plan once annually for 3 (three) days. Additional costs include out-of-pocket expenses as outlined within the Membership Services Agreement.

Additional testing within the same year will be billed at the then prevailing test event fee, plus any out-of-pocket expenses.

**TERM & CONDITIONS AMMENDMENT****FILES (d) Files Subject to Florida's Public Records Law:****Public Records**

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

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

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract If the contractor does not transfer the records to the public agency.

# ADDENDUM F



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

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

### TERM EXTENSION

Effective February 21, 2017 Customer agrees to extend the term of the Agreement for an additional 12-months, through to March 25, 2018. This Agreement will not be renewed at the end of the Extension Term, unless Member provides written notice to renew at least 30 (thirty) days prior to the end of the Extension Term.

**BY SIGNING BELOW, AGILITY RECOVERY AND THE CUSTOMER AGREE TO ALL OF THE PROVISIONS OF THIS ADDENDUM AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS PROVIDED HEREIN.**

	Agility Recovery Solutions, Inc.	
Customer	Florida Housing Finance Corporation	
Contact/Title	Hugh R. Brown   General Counsel	Lois Baldwin Agility Representative
E-mail Address	hugh.brown@floridahousing.org	DocuSigned by: <i>Brennan Gardner</i> 5B29DD6533B4454...
Signature	DocuSigned by: <b>Hugh Brown</b> 4624CD3D5A194D2... 2/21/2017	Signature Brennan Gardner – VP, SMB Sales Accepted and Approved By
Date Signed		2/21/2017



**ADDENDUM E**

This is an addendum to the Membership Services Agreement dated March 26, 2007, by and between Agility Recovery Solutions, Inc. (Agility) and Florida Housing Finance Corp. (Member).

The terms and conditions of the above referenced Agreement are modified and amended as follows:

INCREMENTAL MONTHLY MEMBERSHIP FEE **\$120**

Additional Quickship Equipment

System Identifier Equipment Description	Qty
<b>Configuration 1 - Exchange Server</b> - Intel Based Server - 64 bit - Dual 2.33 GHz Dual-Core Processors - 8 GB of Memory - 3 TB GB of Hard Drive Disk - Raid 5 - Raid Controller - DVD-ROM - 2 x 10/100/1000 Ethernet Ports	1
<b>Configuration 2 - Database</b> - Intel Based Server - 64 bit - Dual 2.33 GHz Quad Core Processors - 32 GB of Memory - 3 TB GB of Hard Drive Disk - Raid 6 - Raid Controller - DVD-ROM - 2 x 10/100/1000 Ethernet Ports	1

**Note:** The above 2 Intel Servers, replace 2 of the standard Intel Servers included in the ReadySuite solution.

By signing below, Agility Recovery and the member agree to all of the provisions of this agreement and agree to be legally bound by the terms and conditions provided herein.

Member Florida Housing Finance Corp.

Contact/Title BARBARA E. GOLTZ / CEO

Signature *Barbara E. Goltz*

Date Signed June 4, 2013

Agility Recovery Solutions, Inc.

Chris Kinney

Signature *Chris Kinney*

Date Signed 6/10/13

# Agility

## TERMS & CONDITIONS

### TECHNOLOGY/QUICKSHIP

In the event of a disaster, there will be no daily usage fee for the first sixty (60) days. Day sixty-one (61) and each day thereafter, a daily usage fee as noted in the chart below will apply.

The daily test fee per unit is noted in the chart below.

EQUIPMENT	DAILY TEST/USAGE
Intel Server	\$25.00

### OTHER

All equipment provided will be equivalent or better, unless otherwise identified.

All pricing is based on a firm term contract.

Pricing and Terms & Conditions are valid for forty-five (45)-DAYS from May 29, 2013.

Addendum D  
AG1105-05-00

This is an addendum to the Membership Services Agreement dated March 26, 2007, by and between Agility Recovery Solutions, Inc. (Agility) and Florida Housing Finance Corp (Member).

The terms and conditions of the above referenced Agreement are modified and amended as follows:

INCREMENTAL MONTHLY MEMBERSHIP FEE \$30

START DATE 9/27/11  
Term of Agreement – Co-Terminus

[MEMBER] Florida Housing Finance Corp

1. QuickShip Equipment Chart

System Identifier Equipment Description	Qty
Configuration1 - LTO-3 400/800 GB Tape Drive	2

By signing below, Agility Recovery and the member agree to all of the provisions of this addendum and agree to be legally bound by the terms and conditions provided herein.

Agility Recovery Solutions, Inc.

<p>Member <u>Florida Housing Finance Corp</u></p> <p>Contact/Title <u>Stephen P. Ayger, Executive Director</u></p> <p>Signature <u>[Signature]</u></p> <p>Date Signed <u>9/27/11</u></p>	<p><u>David Van Dyke</u> Agility Representative</p> <p>Signature <u>[Signature]</u></p> <p>Accepted and Approved By <u>[Signature]</u></p> <p>Date Signed <u>10/11/11</u></p>
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Addendum D  
AG1105-05-00

**TERMS & CONDITIONS****TECHNOLOGY/QUICKSHIP**

In the event of a disaster, there will be no daily usage fee for the first sixty (60) days. Day sixty-one (61) and each day thereafter, a daily usage fee as noted in the chart below will apply.

The daily test fee per unit is noted in the chart below.

EQUIPMENT	DAILY TEST/USAGE
Tape Drive	\$5.00

**OTHER**

All equipment provided will be equivalent or better, unless otherwise identified.

All pricing is based on a firm term contract.

**Pricing and Terms & Conditions are valid for forty-five (45)-DAYS from September 21, 2011.**

START DATE OF CONTRACT 3-26-2007

Your Agility membership goes into effect today. Until Customer configuration worksheet is complete, Agility's response shall be limited to the standard configuration delivered to the covered address below within the timeframe specified:

ReadySuite 96

\$750 / month

- Up to 96 (Ninety-Six) Seats
- PCs
- Up to 15 (Fifteen) Intel Servers
- Desks/Chairs
- Telephone Capability w/ ACD
- Internet Access
- Tape Drive Capability
- Printers/Fax Machine
- Power Generator
- Delivery within 48 (Forty-Eight) Hours

ReadySuite 9630

\$1,250 / month

- Up to 96 (Ninety-Six) Seats
- PCs
- Up to 30 (Thirty) Intel Servers
- Desks/Chairs
- Telephone Capability w/ ACD
- Internet Access
- Tape Drive Capability
- Printers/Fax Machine
- Power Generator
- Delivery within 48 (Forty-Eight) Hours

ReadySuite 192

\$2,500 / month

- Up to 192 (One Hundred Ninety-Two) Seats
- PCs
- Up to 30 (Thirty) Intel Servers
- Desks/Chairs
- Telephone Capability w/ ACD
- Internet Access
- Tape Drive Capability
- Printers/Fax Machine
- Power Generator
- Delivery within 48 (Forty-Eight) to 96 (Ninety-Six) Hours

MEMBERSHIP TESTING OPTION

The Customer has the option to test up to 2 (two) consecutive days with up to 18 (eighteen) seats and a combination of PCs, Intel servers, and telephone per contract term.

BY SIGNING BELOW, AGILITY AND THE CUSTOMER AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS PROVIDED HEREIN.

Business Name Florida Housing Finance Corporation

Contact/Title Stephen P. Auger

Address 227 N. Bronough St., Suite 5000

City/State/Zip Tallahsee, FL 32301

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Date Signed 3/26/07

Agility Representative David Van Dyke

Signature \_\_\_\_\_

Address 7621 Little Avenue, Suite 218, Charlotte, NC 28226

Accepted & Approved By \_\_\_\_\_

Date Signed 4/5/07

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FINANCE CORPORATION

# Agility ReadySuite™ 96/9630/192 MEMBERSHIP SERVICES AGREEMENT

## 1. DISASTER DECLARATION

Upon Customer's disaster declaration, Agility shall, within the timeframe(s) specified in the Agreement, deliver the Agility capabilities to Customer's recovery facility. Until the discovery process is completed, the Customer authorizing this Agreement is the only confirmed individual to declare a disaster. Agility will make all commercially reasonable efforts prior to the verification of configuration to provide the customer with a solution set for recovery. Once the profile is verified, Agility will provide the Customer with a verification configuration document. The Customer shall notify Agility of the occurrence and nature of a disaster by telephoning Agility using the Agility hot line. The Customer shall confirm the disaster declaration by written notice via fax or e-mail to Agility within 24 (twenty-four) hours of the telephone declaration.

## 2. TESTS

If the Customer requests a test, the Customer shall pay to Agility the daily test fee inclusive and including up to 2 (two) days transit time if applicable. The Customer will be responsible for all shipping charges associated with such test. For Customers with memberships providing onsite testing, the Customer is responsible for reasonable travel and living expenses of Agility personnel participating in the test. If the Customer requests a test at an Agility facility, a daily usage fee of \$1,000.00 per day would apply. For a mobile office test, Customer is responsible for all charges related to: mobile office unit(s) installation, network engineering, set-up and de-install charges, and all shipping charges to and from the Customer's recovery facility. Engineering fees will apply for customization of VPN and ACD as required for testing.

## 3. RISK OF LOSS OR EQUIPMENT DAMAGE

Customer shall bear the risk of loss and/or damage to all equipment supplied hereunder while at customers premise or alternate location until Agility or an agent of Agility retakes possession of it for transportation back to a designated Agility location.

## 4. TERM

The firm term of this Agreement will be 36 (thirty-six) months. This Agreement will be automatically renewed for one year at the end of the current term or any renewal term, unless either party provides written notice of non-renewal at least 60 (sixty) days prior to the end of the then current term.

## 5. TECHNICAL SUPPORT

After a disaster declare, an Agility integration specialist(s) shall be available for a mobile deployment at no charge to the Customer (except that Customer shall reimburse Agility for all reasonable travel, living and other related expenses of such Integration Specialist(s)) during the initial 48 (forty-eight) hours following the delivery of equipment. Additional support is available after the initial 48 (forty-eight) hours at the then prevailing rate per day per person plus living and related expenses.

## 6. FEES AND PAYMENTS

Agility shall invoice all subscription fees set forth in this Agreement monthly, in advance. Payments shall be due 30 (thirty) days after receipt of invoice. In the event payment is not received, the Customer will be responsible for all late payment charges, as outlined in the invoice(s). The Customer shall reimburse Agility for any applicable taxes, customs, duties and government impositions incurred in connection with this Agreement. In the event of a disaster, there will be no daily usage charge for the first 60 (sixty) days and \$2,000.00 per unit per day thereafter. Customer is responsible for all charges related to setup, de-install, shipping, travel and living fees, network engineering, satellite space segment charges, generator rental and transport of the designated equipment and/or mobile office unit(s), generator(s), and satellite equipment to and from the Customer's recovery facility. A 10 (ten) percent administration fee applies for all disaster related fees. For a mobile office unit(s), customer is also responsible for any fuel (diesel) related to the generator(s) and any fees incurred using the satellite solution. Customer is responsible to provide hook up for water, waste disposal and associated fees. Customer shall comply at all times with the terms and conditions of all license agreements relating to software supplied by Agility.

## 7. LIMITATION OF DAMAGES

The Customer acknowledges that the availability of services and equipment shall be on a first-come, first-served basis and Agility makes no representation or warranty with respect to the availability of equipment at any particular time. Agility will use commercially reasonable efforts to coordinate and arrange for access to and use of recovery system(s) when a multiple disaster is declared. Agility shall not under any circumstance be liable to the Customer for any lack of availability. Agility shall have no liability for damages resulting from personal injury, or property damage except to the extent such injury or damages directly result from the gross negligence or willful misconduct of an employee of Agility. Under no circumstances shall Agility be liable for special, exemplary or consequential damages (including, but not limited to, lost profits, loss of business or other economic loss) in connection with the services to be rendered or equipment to be supplied under this Agreement. Agility shall not be responsible for any wireless or server security or any application or the results obtained from the use of any computer programs.

## 8. FORCE MAJEURE

To the extent and for the period of time that Agility or the Customer is delayed or prevented from performing any obligation under this Agreement because of circumstances beyond its reasonable control, including but not limited to acts of God, and acts of terrorism that would prevent or delay delivery, civil or military authority, severe inclement weather, and breakdown of telephone or other means of communications systems, such performance shall be excused. Agility is required and expected to use reasonable commercial efforts to restore and provide contracted services under this Agreement as soon as it is reasonably possible after an event that has impacted Agility's ability to service the Customer within the stated terms of the Agreement. Agility shall provide Customer with reasonable notice of the onset and removal of any force majeure event, provided Agility discovers or is made aware of the event.

## 9. ASSIGNMENT

This Agreement may be assigned by Agility without the prior written agreement of the customer, in conjunction with a sale of all or substantially all of the assets to which this Agreement applies. In addition thereto, Customer may assign this agreement with prior written consent of Agility, which consent shall not be unreasonably conditioned, withheld or delayed. No assignment shall relieve either party of its obligations hereunder with respect to payments due prior to the assignment. Any assignment in violation of this Agreement shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

## 10. JURISDICTION; MODIFICATIONS; ENTIRE AGREEMENT; GOVERNING LAW

The information set forth herein is qualified in its entirety by reference to the Agility subscriber's manual. This Agreement may not be modified except by a written document signed by authorized representatives of both parties. This Agreement shall be governed in all respects by the laws of the State of Delaware, and the parties attorn to the exclusive jurisdiction of the courts of the State of Delaware.

## 11. ORDER OF PRECEDENCE

In the event of a conflict between the Membership Services Agreement, the subscriber manual or an addendum, the order of precedence is 1) addendum, 2) Membership Services Agreement, 3) subscriber manual.

## 12. CONFIDENTIALITY

During or in consequence of Agility's performance of this Agreement, it is possible that Agility will come into possession of information and/or material which is confidential to Customer. Agility agrees that it will not publish, disclose to any third party or make any use of any information and/or material that may come into its possession during or in consequence of this Agreement, except as may previously be agreed and approved by Customer in writing. The above restriction on disclosure and use will not apply to such information or material from Customer which was in Agility's possession prior to the date of this Agreement, which is or subsequently becomes public knowledge through no default on Agility's part, or which Agility receives from a third party having good legal title thereto and not under any obligation of confidentiality with respect thereto.

## ADDENDUM A TO MEMBERSHIP SERVICES 96 AGREEMENT Florida Housing Finance Corp.

This is an addendum to the Membership Services Agreement dated 03-26, 2007 by, and between Agility Recovery Solutions, INC., (Agility), and Florida Housing Finance Corp., ("Customer").

*The terms and conditions of the above referenced Agreement are modified and amended as follows:*

### 10. JURISDICTION; MODIFICATIONS; ENTIRE AGREEMENT; GOVERNING LAW

Replace the entire section with the following

The information set forth herein is qualified in its entirety by reference to the Agility subscriber's manual. This Agreement may not be modified except by a written document signed by authorized representatives of both parties. This Agreement shall be governed in all respects by the laws of the State of Florida, and the parties attorn to the exclusive jurisdiction of the courts of the Florida.

### 12. CONFIDENTIALITY

Replace the entire section with the following

Except as provided in Addendum A, during or in consequence of Agility's performance of this Agreement, it is possible that Agility will come into possession of information and/or material which is confidential to Customer. Agility agrees that it will not publish, disclose to any third party or make any use of any information and/or material that may come into its possession during or in consequence of this Agreement, except as may previously be agreed and approved by Customer in writing. The above restriction on disclosure and use will not apply to such information or material from Customer which was in Agility's possession prior to the date of this Agreement, which is or subsequently becomes public knowledge through no default on Agility's part, or which Agility receives from a third party having good legal title thereto and not under any obligation of confidentiality with respect thereto.

### MISC.

1. Agility will provide the Customer with up to 10 Intel servers as defined in the ReadySuite 96 configuration worksheet for testing purposes once per contract year.

Add the following to the end of the agreement

### FILES

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

(b) Retaining the Files: The Contractor shall maintain these files for at least five (5) years following the termination of this Contract, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five year period and extends beyond the expiration of the five year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

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## ADDENDUM A TO MEMBERSHIP SERVICES 96 AGREEMENT Florida Housing Finance Corp.

(c) Access to the Files: The Contractor and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 8:00 am to 5:00 pm, Monday through Friday.

(d) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Contractor in connection with this Contract is subject to the provisions of Section 119.01-19, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). The Contractor represents and acknowledges that it has read and understands with Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(e) Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondences, and other products prepared by or for the Contractor under this Contract shall be immediately given to Florida Housing.

### 2. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Contractor further acknowledges that it has not retained the services of any lobbyist, consultant or former Florida Housing employee whose last date of employment was less than two years prior to the date of the services contemplated in this Contract to assist in the procurement and negotiation of this Contract.

### 3. LEGAL AUTHORIZATION

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

### 4. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being

## ADDENDUM A TO MEMBERSHIP SERVICES 96 AGREEMENT Florida Housing Finance Corp.

placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

### 5 CONFLICTS OF INTEREST

- (a) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

- (b) Section 420.503(31), Fla. Stat., states:

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

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

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## **ADDENDUM A TO MEMBERSHIP SERVICES 96 AGREEMENT Florida Housing Finance Corp.**

- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
  - (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
  - (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
  - (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."
- (c) By executing this contract, the Contractor certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.
  - (d) In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Contractor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in Section 11 herein, within 10 working days. If the Contractor is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

### **6 COPYRIGHT, PATENT AND TRADEMARK**

- (a) If the Contractor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Contractor shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.
- (b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith, the Contractor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Contract are hereby reserved to Florida Housing.
- (c) All subcontracts or other arrangements entered into, by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

# AGILITY

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## ADDENDUM A TO MEMBERSHIP SERVICES 96 AGREEMENT Florida Housing Finance Corp.

By the signatures of their duly authorized representatives below, Agility and the Customer, intending to be legally bound, agree to all of the provisions of the Membership Services Agreement including this addendum.

Agility Recovery Solutions, INC.

Signature: \_\_\_\_\_



Print Name: Bob Boyd

Print Title: President and CEO

Date Signed: \_\_\_\_\_

4/18/07

Florida Housing Finance Corp.

Signature: \_\_\_\_\_



Print Name: \_\_\_\_\_

Stephen P. Auger, Executive Director

Print Title: \_\_\_\_\_

3/26/07

Date Signed: \_\_\_\_\_