



Order Authorization

Account Manager: Scott Segal
Date 3/21/2017

This Order Authorization, as may be amended from time to time is entered into by and between Ellie Mae, Inc., a Delaware corporation with principal offices at 4420 Rosewood Dr. Suite 500, Pleasanton, CA 94588 ("Ellie Mae") and Customer and as of the Effective Date set forth below.

BILL TO	Company Name: FLORIDA HOUSING FINANCE CORP Contact Name: Melanie Jordan Address: 227 N BRONOUGH ST STE 5000 TALLAHASSEE, FL 32301 United States Email: melanie.jordan@floridahousing.org Customer ID: 11161062	SHIP TO	Company Name: FLORIDA HOUSING FINANCE CORP Contact Name: Jenny Marshall Address: 227 N BRONOUGH ST STE 5000 TALLAHASSEE, FL 32301 United States Email: jenny.marshall@floridahousing.org Customer ID: 11161062
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Effective Date: Customer Signature Date
Initial Term: 04/01/2017 through 03/31/2020

Product Description	Selected Options	Product Code	Quantity	List Price	Extended Price
MultiFamily Guidelines	_____	AMF010-6a	1	USD 995.00	USD 995.00
Total to be invoiced upon effective date:					USD 995.00

Billing Start Date:	4/1/2017
Special Terms:	_____

Financial Information

"Extended Price" reflects the Annualized cost (12 months) of the product or service listed. Any applicable pro-rating, discounts and taxes will be reflected on the final Invoice provided to Customer.

Payment Terms:

Net30 Terms applied, unless Payment Authorization Form elects Credit Card or ACH auto payment for fees - upon request.

Taxes:

If you are a tax exempt client, please email your evidence of tax exemption to accounting@elliemae.com. If we do not have your tax exempt information on file or if you do not qualify for tax exempt status, your invoice may include taxes.

Customer Information:

Bill to Contact Name: Melanie Jordan

Title: Multifamily Senior Analyst

Email: melanie.jordan@floridahousing.org

Phone Number: 850-488-4197

Accounts Payable contact if different than above: Melanie Jordan

Title: Multifamily Senior Analyst

Email: melanie.jordan@floridahousing.org

Phone Number: 850-488-4197

If you would like more than one contact to receive the emailed invoices, please provide contacts' information here:

Name:

Title:

Email:

Phone Number:

IN WITNESS WHEREOF, the parties have executed this Order Form by their duly authorized representative as of the Effective Date, unless otherwise noted above.

Customer Name:	FLORIDA HOUSING FINANCE CORP
Signature:	<u>Hugh R. Brown</u>
Name:	<u>Hugh R. Brown (Mar 22, 2017)</u>
Title:	<u>General Counsel</u>
Date:	<u>Mar 22, 2017</u>
Customer (or Client) ID Number:	<u>11161062</u>

Reviewer:

ALLREGS ONLINE LICENSE AGREEMENT

This AllRegs Online License Agreement (the “Agreement”) governs your use of the AllRegs Online information service (the “Service”) operated by Ellie Mae, Inc., a Delaware corporation, which also operates the AllRegs brand (“Ellie Mae”) covering the Single Family Lending Package, Multifamily Lending Package, State Compliance, Report Builder, OurLibrary, InvestorLibrary, Investor Access and Mortgage Mentor™ products. This Agreement is made as of the date (the “Effective Date”) set forth on the attached Order Authorization (the “Order Authorization”). Certain capitalized terms used herein but not defined shall have the meanings ascribed to such terms on the Order Authorization.

1. SCOPE OF SUBSCRIPTION

Your subscription grants you access to the Service for an unlimited number of your employees. You agree not to allow access to the Service other than by your employees. You agree that each employee accessing the Service will register under a unique user name and password, unless Ellie Mae agrees otherwise. You agree not to allow access to the Service as part of a service bureau, rental arrangement, or for any similar purpose.

2. USE OF CONTENT AND THE SERVICE

You acknowledge that the Service contains information, software, graphics, links and other material (collectively, the “Content”) that are protected by copyright, trademark or other proprietary rights of Ellie Mae or third parties. All Content on the Service is copyrighted as a collective work of Ellie Mae pursuant to applicable copyright law. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. You agree not to use the Service for any purpose other than as a general reference and research tool.

You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in this Agreement. You may download or copy the Content only for your own personal reference and research use, provided that you maintain all copyright, trademark or other proprietary rights of Ellie Mae and other notices contained in such Content. You shall not store electronically any significant portion of any Content. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of any Content is permitted without the express permission of Ellie Mae or the owners of such Content or their authorized persons, if other than Ellie Mae.

The Service may contain links to sites on the Internet which are owned and operated by third parties (the “External Sites”). You acknowledge that Ellie Mae is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

3. TRANSFER OF SUBSCRIPTION

You agree not to transfer your subscription to the Service without the prior written consent of Ellie Mae, which consent shall not be unreasonably withheld.

4. FEES

In consideration for the Service provided by Ellie Mae hereunder, you agree to pay Ellie Mae the fees set forth on the Order Authorization. Any late payments shall incur a late fee at the rate of one and one-half percent (1½%) per month or the maximum interest permitted by law, whichever is less. You agree to pay all late fees accrued on late payments. Except as otherwise provided in the Order Authorization, all fees paid hereunder are non-refundable. If there is a bona fide dispute regarding any invoice, the disputing party shall notify the other party in writing thereof, and the parties shall use their best efforts to resolve such

dispute in good faith and expeditiously. All undisputed amounts set forth on any invoice shall be paid as stated above.

The fees payable to Ellie Mae hereunder are net amounts to be received by Ellie Mae, exclusive of all other taxes (other than taxes solely based on Ellie Mae' net income), duties, withholdings, assessments and are not subject to offset or reduction because of any costs, expenses, taxes, duties, withholdings, assessments or liabilities incurred by you or imposed on Ellie Mae in the performance of this Agreement or otherwise due as a result of this Agreement. You shall be responsible for, and shall pay directly, any and all applicable taxes, duties, assessments and charges, including any sales and use taxes.

5. TERM AND TERMINATION

The initial term of this Agreement shall be for the period indicated on the Order Authorization, commencing on the Effective Date ("Initial Term"). Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year each (each a "Renewal Term") under the same terms and conditions unless: (a) Ellie Mae provides you with written notice of any changes to the current terms and conditions, which changes Ellie Mae will provide to you at least sixty (60) days prior to the expiration of the then-current term, and (b) unless you notify Ellie Mae in writing at least thirty (30) days prior to the end of the Initial Term or a Renewal Term that you do not wish to renew the Agreement. In such event, this Agreement will expire at the end of the applicable term. Notwithstanding the foregoing, the fees applicable to any Renewal Term shall be at Ellie Mae's then-current standard rates and terms, which Ellie Mae shall provide to you at least sixty (60) days prior to the expiration of the then-current term.

To receive a refund, you must send a written request to Ellie Mae. Ellie Mae may terminate your access to the Service if in its opinion, your use of the Service violates any laws, infringes upon another person's rights, or violates any of the terms of this Agreement, including non-payment of initial subscription fees or renewal subscription fees. Ellie Mae may also refuse to grant you a user name that Ellie Mae deems to impersonate someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive.

Either party may terminate this Agreement immediately, upon written notice to the other party, in the event that the other Party: (i) breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days of written notice demanding a cure for such breach; (ii) ceases to conduct business in the ordinary course of business; (iii) is adjudged bankrupt or is placed in the hands of a receiver, makes an assignment for the benefit of creditors, or becomes insolvent.

6. DISCLAIMER OF WARRANTIES

NEITHER ELLIE MAE NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ELLIE MAE, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE OR THE CONTENT. THE SERVICE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NONE OF ELLIE MAE, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. SOME STATES DO NOT ALLOW LIMITS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. LIMITATION OF LIABILITY

NEITHER ELLIE MAE, ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ELLIE MAE IS SPECIFICALLY NOT LIABLE FOR ANY DAMAGES IF YOU PREPARE AN APPRAISAL OR IF YOU ORIGINATE, UNDERWRITE, PURCHASE, SELL, SERVICE, TRANSFER OR TAKE ANY OTHER ACTION ON A LOAN BASED ON INFORMATION IN THE SERVICE WHICH IS INCORRECT. The information included in the Service is republished by Ellie Mae with the express written permission of the agencies, companies and organizations who have authored and own this information. The Service is provided solely by Ellie Mae. The agencies, companies and organizations do not sponsor or endorse the Service and specifically disclaim any liability or responsibility for its accuracy or completeness. Although Ellie Mae strives to include the most comprehensive, current and accurate guidelines in the Service, this Service is most useful as a general guide to today's practices. The information provided by the agencies, companies and organizations changes from time to time so that a total reliance on the information in the Service as an authoritative expression of this information would be inappropriate. Final reliance should always be placed on the manuals, memorandums and other documentation distributed directly by these agencies, companies and organizations. No action, regardless of form, arising out of this Agreement may be brought by you more than twelve months after the cause of action has arisen. IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE, ELLIE MAE'S MAXIMUM LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE USE OF THE SERVICE. THE REMEDIES AVAILABLE TO YOU AGAINST ELLIE MAE UNDER THIS LICENSE ARE EXCLUSIVE. SOME STATES DO NOT ALLOW LIMITS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITS MAY NOT APPLY TO YOU.

8. CONFIDENTIALITY

Except as otherwise set forth in this Agreement, and to the extent allowable by law, each Party agrees to retain in confidence and not disclose to others the Confidential Information of the other Party. "Confidential Information" means any and all information related to the services and/or operations of a Party that derives independent economic value, actual or potential, from not being generally known, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use. Confidential Information does not, however, include: (i) any information that was known to, or readily ascertainable by proper means by, the receiving Party before being disclosed; (ii) any information that is or becomes available to the general public without fault or action of the receiving Party; (iii) any information that is lawfully disclosed to the receiving Party by a third party who is under no obligation of confidentiality to the disclosing Party with respect to such information; or (iv) any information that is developed independently by the receiving Party. Each Party agrees that all Confidential Information shall remain the exclusive property of its owner and that during the term of this Agreement and for one (1) year from its expiration or termination, such Party shall: (i) maintain and use prudent methods to cause its employees and agents to maintain the confidentiality and secrecy of the Confidential Information; (ii) use prudent methods to ensure that its employees and agents do not copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; (iii) return or destroy all copies of Confidential Information upon request of the other Party; and (iv) not use the Confidential Information for any purpose other than as permitted in this Agreement.

9. MISCELLANEOUS

This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware and any claims regarding the same shall be determined in accordance with the United States District Court located in the State of Delaware. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral Agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions posted on the Service, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. If any term of this Agreement is found invalid or cannot be enforced for any reason, the remaining terms will still remain in effect. Ellie Mae and you will also substitute a valid, enforceable term in its place that closely approximates the intent and economic effect of the invalid term. No delay or failure by Ellie Mae to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of Ellie Mae's right thereafter to exercise or enforce each and every right and provision of this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THIS AGREEMENT.