



HDS SOFTWARE MAINTENANCE, SUPPORT & PROFESSIONAL SERVICES AGREEMENT

This Software Maintenance, Support & Professional Services Agreement (“Agreement”) is entered into this 1st day of November, 2017, by and between Housing and Development Services, Inc. (“HDS”) a Florida corporation having its principal place of business at 3050 Universal Boulevard Suite 190, Weston FL., 33331, and Florida Housing Finance Corporation, located at 227 Bronough Street, Suite 5000, Tallahassee, FL 32801-1329 (“Client”). HDS and Client shall be referred to herein as the “Parties.”

Whereas the Client has previously entered into an HDS Computer Software License Contract dated November 11, 2001; and

Whereas Client wishes to receive software maintenance, support, and professional services from HDS related to the License(s) issued to Client under the terms of the Agreement; and

Therefore, in consideration of the agreement as set forth herein, HDS and Client agree as follows:

1. Definitions:

- 1.1 “Business Analysis” is defined as the analysis of the Client’s internal business processes and/or data to determine the most efficient set-up of the HDS System. In the case of data conversions, it can include the analysis of the data mapping and conversion results to ensure migration of data occurs efficiently. Business Analysis fees are set forth in Exhibit “B”.
- 1.2 “Implementation Services” is defined as the oversight of activities required to implement the System, which can include Project Management, Business Analysis, System analysis, configuration activities, training, and related activities where an HDS staff member will support the Client. These activities can happen at the initial project stage or on an on-going basis as needed. Implementation Services fees are set forth in the Exhibit “B”.
- 1.3 “Lifecycle Policy” is the technical requirements that HDS Systems mandate in order to support the functions of the Software. The policy changes periodically based on industry supported platforms.
- 1.4 “Software Maintenance and Support” is defined as the technology, regulatory and usability of ongoing upgrades, in addition to enhancements made to the System which HDS can elect to make to improve usability functions. This includes related System modifications as the result of changes in federal government regulations. The support component includes technical and System support to troubleshoot, report System errors, assist in locating System functions, and help files and services. Software Maintenance and Support is provided via HDS product specialists and MyHDS, a web-based client access portal. The Client shall be provided upgrades to the Software as they are made available. Software Maintenance and Support is only available with an active and paid Agreement.
- 1.5 “Professional Services” is defined as services performed by HDS, which are not part of the Agreement, including Business Analysis, design and Project Management,



Implementation Services, Programming and Custom Services. Professional Services are listed in Exhibit "B"

- 1.6 "Programming and Custom Services" is defined as any design, development, and deployment of custom functionalities to the System, requested by the Client, which are not covered under the basic Software Maintenance and Support Agreement. This can also include data conversions, and other custom work. Programming and Custom Services are performed at HDS facilities only. Fees for Programming and Custom Services are in Exhibit "B".
- 1.7 "Project Management" is defined as the coordination of project activities, and project oversight required to ensure that the scope of services contracted for are delivered timely and effectively. Project Management occurs both on-site at the Client's place of business and/or off site at HDS facilities. Fees and days for Project Management are in Exhibit "B".
- 1.8 "System" or "Software" means the HDS software systems, schemas, documentation, executables, and related documentation licensed under the HDS Agreement, and referenced in Exhibit "A".
- 1.9 "Technical Support" is defined as assistance required for System user functions, questions, troubleshooting existing functionalities, addressing potential System errors, and customer service. This can include answers to "problem" questions directly related to the System provided under this Agreement (see Software Maintenance and Support). Fees for Technical Support are referenced in Exhibit "A".

2. Scope of Services and Client's Responsibilities:

- 2.1 HDS will provide Client access to MyHDS Client Portal, where Tickets, Documentation, Software Updates/Fixes, Releases and other information are available. Client enters a ticket to report any deficiencies or issues they may be having with the System. The ticket is forwarded to each System's Product Specialist for review. The MyHDS Portal is available online 24/7/365, with the exception of upgrade and maintenance downtimes or other events beyond HDS's control. Client shall coordinate with HDS to make sure all System users have access to MyHDS.
- 2.2 HDS will provide Client with the product specialist contact information for any support or assistance needed, and to follow up on any tickets submitted. Product specialists need a support ticket entered by the Client in order to ensure they can review and follow up on the reported item. Product specialists are available via telephone from 8:30 am to 7:00 pm EST.
- 2.3 At times, HDS may need to work with Client to gain access to certain System issues. This can be done via a GoToMeeting connection and/or may require the Client to provide additional assistance in order for HDS to identify the problem. Client agrees that they will collaborate with HDS for these activities, as needed.
- 2.4 HDS may ask Client to provide a backup of their production database or to log in simultaneously to a related service in order to identify the problem and provide a fix.



HDS will work with Client's IT staff and/or System users to accomplish this. Clients hosted by HDS shall also provide authorization for HDS to access their database for the same purpose.

- 2.5 HDS provides Release Notes and Installation Instructions as part of its deployment package. HDS staff is available to assist Client with troubleshooting any installation issues when the System is installed at the Client's facilities. Additionally, on an ongoing basis, patches or updates released are also supported.
- 2.6 HDS provides System HELP Files which are incorporated and become part of the System. The HELP Files provide how-to instructions on the System features and can be accessed by any System user. Release notes provide preliminary updates on patches as they are released, and the same are incorporated into the HELP on an on-going basis.
- 2.7 HDS provides periodic System release webinars, videos and other helpful information related to the usability and/or changes occurring in the System to further enhance the user experience. It is the responsibility of the Client to coordinate these activities for all users to ensure that they are up to date on System changes, fixes and features.
- 2.8 Client must ensure that their System updates are rolled out in a timely manner and the versions are kept up to date in order to allow the System to function optimally. Client agrees that it shall update the System and/or Software with the use of the HDS Release Manager or another method if provided to Client by HDS. If an update and/or fix has been released and a Client experiences an error in their current environment, Client shall be expected to roll out the fix to address the problem. Any special fixes due to Client's failure to upgrade are not covered under the Maintenance and Support scope of work. Client's failure to upgrade may result in an inability to repair functionality and, to the extent a repair can be made, Client will be assessed an additional fee for the repair.
- 2.9 Client understands and agrees that it shall comply with HDS's Lifecycle Policy (attached to this Agreement as Exhibit "C"). Client further understands and agrees that HDS may update its Lifecycle Policy periodically as found in the MyHDS portal. HDS shall provide Client with any updates of the Lifecycle Policy, and Client shall comply with any updates. Client understands that its failure to comply with HDS's Lifecycle Policy may result in lack of System functionality. In the event the System fails to function as a result of the Client's failure to adhere to HDS's Lifecycle Policy, HDS shall have no liability resulting from any such failure.
- 2.10 The Parties agree to keep each other notified of any change that may impact the scope of services of this Agreement. All notifications shall be sent, in writing, to all Parties as specified in Section 6.4
- 2.11 Critical tickets. Tickets marked critical, follows a separate process to allow the support staff to review these as they occur, time permitting. A Critical ticket is defined as a problem in the System where the System is not functioning as documented, there is no workaround, and it is stopping the client from their business. Upon ticketing entry by Client in MyHDS, the ticket will be assigned a Ticket #, and an HDS product specialist will respond within eight regular HDS business hours via email or phone call unless there are unusual extenuating circumstances beyond HDS's Control.



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

- 2.12 Non-critical tickets. Upon ticketing entry by Client in MyHDS, the ticket will be assigned a Ticket #, and an HDS product specialist will respond within sixteen regular HDS business hours via email or phone call unless there are unusual extenuating circumstances beyond HDS's Control.
- 2.13 Professional Services. Additional HDS Professional Services outside the scope of routine Maintenance and ticket-based support are made available to Client as follows:
 - 2.13.1 "Professional Services" is defined as services performed by HDS, which are not part of the Agreement, including business analysis, design and Project Management, implementation services, Programming and Custom Services. Professional services are listed in Exhibit B attached.
 - 2.13.2 "Programming and Custom Services" is defined as any design, development, and deployment of custom functionalities to the System, requested by the Client, which are not covered under this Agreement. This can also include data conversions, and other custom work. Programming and Custom Services are performed at HDS facilities only. Fees for Programming and Custom Services are listed in Exhibit B attached.
 - 2.13.3 "Project Management" is defined as the coordination of project activities, and project oversight required to ensure that the scope of services contracted for are delivered timely and effectively. Project Management occurs both on-site at the Client's place of business and/or off site at HDS facilities.

The Fee Schedule for Professional Services is provided in Exhibit B attached and is subject to change at HDS's then-prevailing rates. All Professional Services are pre-approved by the Client prior to being rendered and are billable and payable upon completion.

3. Fees, Expenses, Interest and Payment:

- 3.1. **Maintenance Fee:** The Annual Software Maintenance and Support fee term is for a one-year period.
- 3.2. **Professional Services Fees:** Client will pay HDS for System Professional Services, as set forth in Exhibit "B" and described herein within thirty (30) days of the date the invoice is rendered, provided such services have been provided. Professional Service fees may change periodically, and therefore may increase from stated rates at time of execution of this Agreement. Professional Services are pre-confirmed and approved by Client prior to being scheduled. At that time, Client can verify if the Agreement rates are in effect, or the then prevailing rates for HDS in case of future required services.
- 3.3.



- 3.4 Client shall pay HDS for services outside the scope of this Agreement, if any, on a time and materials basis at HDS's then-prevailing rates. Any such services will require an approval from the Client.
- 3.5 Interest: Any fee not paid within thirty (30) days of the date due shall accrue interest at one and one-half percent (1-1/2%) per month, which interest shall never exceed the maximum rate permitted under the law.
- 3.6 Delinquent Fees: HDS reserves the right to charge an additional fee for any account remaining unpaid within thirty (30) days of the date due. HDS reserves the right to discontinue services to Client until payment is made. The MyHDS Portal will not be available to Client if the account is delinquent.

4. Termination and Breach.

- 4.1 Termination for Convenience. Either party may terminate this Agreement at any time with a minimum of sixty (60) days written notice to the other party.
- 4.2 This Agreement may be terminated at the end of its then-current term by either HDS or Client with at least sixty (60) days prior written notice not to renew, in which case this Agreement shall terminate at the end of the then-current term unless earlier terminated by HDS pursuant to the terms of this Agreement. Any terminations or intent to terminate must be notified in writing to the Parties as specified in paragraph 6.4.
- 4.3 If Client fails to pay its account in full within thirty (30) days of being invoiced, in addition to any other remedies available to it under this Agreement, HDS may discontinue services to Client until payment is made. In the event this action is necessary, the MyHDS Portal, upgrades, and support will not be available to Client until the account is paid in full or HDS agrees otherwise.
- 4.4 HDS may 1) discontinue Software Maintenance and Support, Professional Services, Programming and Custom Services, Project Management, Technical Support, and/or any other service provided pursuant to this Agreement; 2) deny Client's access to the MyHDS Portal, 3) not provide Client with Software updates; 4) not provide Client with System upgrades; and/or 5) terminate this Agreement in the event of Client's default after written notice to Client of the alleged default, and a thirty (30) day period to cure, which period to cure may be extended by HDS at its sole discretion, based upon the nature of said alleged default. Events of default include, but are not limited to: (a) Client's failure to pay any fee within thirty (30) days of being invoiced; (b) Client's insolvency, dissolution, assignment for the benefit of creditors, or bankruptcy; or (c) Client's material breach of any term or condition of this Agreement.
- 4.5 HDS's failure to pursue any available remedy in the event of Client's default shall not be construed as a waiver of HDS's rights or remedies as provided for in this Agreement.



- 4.6 Client shall pay all costs, reasonable attorneys' fees (up through and including any trial, arbitration or appellate proceeding) and expenses (including expert witness fees) incurred by HDS as a result of any action, whether at law or in equity, in connection with this Agreement, if HDS is the prevailing party. Likewise, HDS shall pay all costs, reasonable attorneys' fees (up through and including any trial, arbitration, or appellate proceeding) and expenses (including expert witness fees) incurred by Client as a result of any action, whether at law or in equity, in connection with this Agreement, where Client is the prevailing party.
- 4.7 HDS shall not be held responsible for any loss of business or damages suffered by Client as a consequence of Client's default under this Agreement and any consequent termination of the services provided pursuant to this Agreement.
- 4.8 In no event shall HDS be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this Agreement.
- 4.9 Remedies for Client's Breach. In the event Client breaches or attempts to breach any of the provisions of this Agreement, HDS shall have the right, in addition to such other remedies that may be available to it, to injunctive relief (without bond) enjoining such breach or attempt to breach, it being acknowledged HDS would suffer irreparable harm and that legal remedies are inadequate. Client acknowledges and agrees that the provisions of this section are a material inducement for HDS to enter this Agreement, and it shall survive the termination of this Agreement.
- 4.10 Upon termination of this Agreement, HDS shall promptly, but not later than thirty (30) calendar days after such termination, supply data in its standard format to OHCS or its designated successor(s). HDS shall use commercially reasonable efforts to ensure the orderly and efficient transfer of all information required by the Services to OHCS. Costs associated with such transfer shall not be borne by HDS.
- 4.11 HDS agrees to cooperate with OHCS in effecting the termination of HDS's responsibilities under this Agreement, but it shall be the responsibility of OHCS to define a transition plan and be responsible for 100% of the costs of such transition activities. HDS shall have the sole right to determine which activities and the period of time it shall provide any post-termination services to OHCS, and such services will be billed at HDS's then current hourly rate for professional services.
- 4.12 Any designated successor or substitute administrator shall not be entitled to any of the systems, work product, or confidential information that HDS owns or has developed.

5. Term of Agreement:

- 5.1 The term of this Agreement shall be one year from November 1, 2017 to October 31, 2018. Ninety (90) days prior to term end date, HDS will provide an Amendment to Client for subsequent Maintenance, Support & Professional Services term.
- 5.2 In the event any Software licensed by HDS to Client under a separate Agreement has been superseded by a new version that Client elects not to license, HDS may terminate this Agreement upon one hundred eighty (180) days' prior written notice to Client.
- 5.3 In the event this Agreement is terminated by either party for any reason, Client understands and agrees that it shall not be entitled to any upgrades to or continuing support of the System and System modules after termination. Client further understands



and agrees that it shall take whatever steps are reasonably necessary to cooperate with HDS in terminating any affected System and/or modules. Client's failure to complete any HDS-requested process to effectuate termination shall be considered a breach by Client of this Agreement entitling HDS to those remedies specified in Section 5 above.

6. Warranty and Remedies:

- 6.1 HDS warrants that it will use commercially reasonable efforts to perform the services under this Agreement in a good and workmanlike manner, provided that: (a) the Software has not been modified, changed, or altered by anyone other than HDS; (b) the operating environment, including both hardware and systems software meets HDS's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) the need for service is not caused by Client or its agents, servants, employees, or contractors; (e) Client promptly notifies HDS of its need for service; and (f) all fees due to HDS have been paid.
- 6.2 THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SERVICES TO BE PROVIDED BY HDS UNDER IT, OR ANY SOFTWARE PROVIDED BY HDS UNDER IT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 Client's sole and exclusive remedy and HDS's only obligation under this warranty is to provide Client with the Professional Services until they are performed in a good and workmanlike manner. In the event that these Professional Services cannot be provided within a reasonable time after notification, Client's sole and exclusive remedy is to terminate this Agreement upon written notice to HDS.
- 6.4 HDS and Client agree to notify each other in the event of any breach or warranty concern, with the purpose of providing the other the opportunity to correct it. The primary contacts as follows:

For Client

Jenny Marshall
Contract Administrator
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301
(850) 488-4197
Jenny.Marshall@floridahousing.org

David Hearn
Chief Information Officer
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301
(850) 488-4197
David.Hearn@floridahousing.org



For HDS

Abdul Mondol
President
Housing and Development Software
3050 Universal Boulevard, Suite 190
Weston, FL 33331
(954) 217-9597 Ext 221
Abdul.mondol@hdsoftware.com

Elena Miranda
VP Business Development
Housing and Development Software
3050 Universal Boulevard, Suite 190
Weston, FL 33331
(954) 217-9597 Ext 221
elena@hdsoftware.com

Hannah Miller
Contracts coordinator
Housing and Development Software
3050 Universal Boulevard, Suite 190
Weston, FL 33331
(954) 217-9597 Ext 202
hannah.miller@hdsoftware.com

- 6.5 UNDER NO CIRCUMSTANCES SHALL HDS BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO CLIENT IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE FEE. HDS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUSTAINED AS A RESULT OF ANY BREACH OF WARRANTY OR OF THIS AGREEMENT BY HDS, HDS'S NEGLIGENCE OR GROSS NEGLIGENCE, OR OTHERWISE OR FOR ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF HDS HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM.
7. License: To the extent that any Software improvements, changes, or enhancements (i.e., upgrades) or any new versions of the Software are provided to Client pursuant to this Agreement, Client agrees that they will be licensed to Client under the terms and provisions of the HDS Agreement previously executed by the Parties, which is incorporated herein by reference. HDS reserves the right to rename its Systems, but the Licenses will convert accordingly.
8. Confidentiality. At times, Client may obtain Confidential Information (as defined herein) from and/or related to HDS. Confidential Information as used in this Agreement includes any information, not generally known in the relevant trade or industry, obtained from HDS, its affiliates, or its vendors or licensors or which falls within any of the following general categories: (a) information relating to trade secrets of HDS or its vendors or licensors; (b) information relating



to existing or contemplated products, services, technology, designs, processes, formulae, computer systems, computer software, reports, algorithms in research or developments of HDS or its vendors or licensors; (c) information related to the business of HDS or that of its vendors or licensors, including but not limited to business forms, handbooks, policies, documents, business plans, business processes and procedures, sales or marketing methods, methods of doing business, customer lists, customer usage and/or requirements; (d) information marked "Confidential" or "Proprietary;" (e) this Agreement; and (f) any personal non-public information obtained.

Duty to Maintain Confidentiality: Client agrees to and shall instruct its employees, agents and representatives, to the extent permitted by law, to keep the Confidential Information in the strictest confidence, in the manner set forth below:

i. Client shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer, Confidential Information or anything containing or embodying such Confidential Information (except in performance of services under this Agreement and with HDS's knowledge and permission) and shall not directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information other than to a Permitted Party. Permitted Party(ies) include any officers, directors, managers, administrators, executive directors, and employees of Client's or other third parties with HDS's knowledge and permission.

ii. Client shall not use Confidential Information for its own benefit or for the benefit of a third party or for any purpose other than the purpose for which such Confidential Information is being disclosed. Client shall accept responsibility to maintain the confidentiality of the Confidential Information on its behalf, and on behalf of those it authorizes to act on its behalf.

iii. Client shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

iv. Client shall take appropriate action with respect to each and every person who is permitted access to any Confidential Information to ensure that each such person complies with the confidentiality provisions hereof. Client use its best efforts to enforce HDS's proprietary rights and HDS's vendors, licensors and suppliers, including, but not limited to, seeking injunctive relief or other reasonably necessary action against any person who has possession of or discloses Confidential Information in a manner not permitted by this Agreement.

v. Any materials which are, or which relate to or derive from any Confidential Information shall be kept confidential, and all such materials shall be returned to HDS (or destroyed, if return is not possible or economically feasible and with HDS's permission) upon satisfaction of the purpose for the disclosure of such information.

vi. Client may disclose Confidential Information to its attorneys in the course of representation on a matter reasonably requiring the attorneys to receive the Confidential Information and may also disclose Confidential Information to its certified public accountants and to the extent necessary to enable those accountants to prepare financial statements or reports required by law.

vii. In the event that any demand is made for disclosure of Confidential Information, Client shall not disclose the Confidential Information, and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information. Client shall provide HDS with prompt notice of any request for disclosure of Confidential Information so that HDS may take any necessary action.



This provision shall survive expiration or termination of this Agreement, regardless of the reason for the termination.

9. General:

- 9.1 **Entire Agreement.** This Agreement contains the complete and exclusive agreement between the Parties relating to the Software Maintenance and Support, Professional Services, Programming and Custom Services, Project Management, Technical Support, and/or any other services provided to Client by HDS pursuant to this Agreement, and supersedes any and all prior oral or written communications, proposals, and agreements relating to the Software Maintenance and Support, Professional Services, Programming and Custom Services, Project Management, Technical Support and/or any other services provided to Client by HDS pursuant to this Agreement, and may not be waived or modified except in writing signed by HDS and Client. The provisions of this section do not apply to the separate Agreement entered into by the Parties related to the licensing of the System.
- 9.2 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 9.3 **Jurisdiction and Venue:** This Agreement shall be governed by the laws of the State of Florida without regard to any conflict of laws principles, and any action brought under this Agreement shall be brought exclusively in the courts of Leon County, Florida.
- 9.4 **Section Headings:** The paragraph headings in this Agreement are for convenience only, and form no part of this Agreement and shall not affect its interpretation.
- 9.5 **Force Majeure:** To the extent and for the period of time that HDS 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, 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. HDS is required and expected to use commercially-reasonable efforts to restore and provide contracted services under this Agreement as soon as it is feasible after an event that has impacted HDS's ability to service Client within the stated terms of the Agreement. If possible, HDS shall provide Client with reasonable notice of the onset and removal of any force majeure event, provided HDS discovers or is made aware of the event.
- 9.6 **Severability of Provisions:** If any provision of this Agreement shall be illegal, void, or unenforceable, the remaining provisions shall remain in full force and effect.
- 9.7 **No Waiver:** No delay or failure of HDS in exercising any right under this Agreement and no partial or single exercise of any right by HDS shall be deemed to constitute a waiver of that right or any other right under this Agreement.



CLIENT ACKNOWLEDGES THAT S/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

WHEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Date: ___/___/___



("Client")

By (Print) Hugh R. Brown

Title OCT 24 2017

General Counsel

Date: ___/___/___



("HDS")

By: Cristina Miranda Gilson
Title: CEO



EXHIBIT "A"

MAINTENANCE FEE SCHEDULE

HDS Multifamily Management System	\$31,868.64
Consisting of:	
○ HDS Origination and Underwriting	
○ HDS Compliance and Asset Management	
▪ HDS HUD Tenant Data Collection & reporting Tool (f/k/a LIHTC XML)	
○ HDS Property Inspection Annual Review	



EXHIBIT "B"

IMPLEMENTATION & PROFESSIONAL SERVICES FEE SCHEDULE

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



EXHIBIT "C"

CURRENT HDS LIFECYCLE POLICY

Lifecycle Policy

Housing and Development Software adopted a formal Lifecycle Policy in July of 2004 which stated that support is only provided for the versions supported by Microsoft and Oracle. The affected areas are operating systems, databases and peripherals.

HDS understands that our clients' technology needs vary: some are still utilizing older technology, while others utilize the latest technology. We keep this fact in mind when developing our products. However, we count on you to be sure that your agency complies with the HDS Lifecycle Policy. It is important to keep this in mind when planning for upgrades of your Operating Systems, database versions, and HDS applications. Failure to do so could result in specific functionality not working and may leave us unable to offer you proper support.

Current Supported Environments

DBMS (32 & 64 bit versions where applicable)

SQL Server 2005 (support ending in 2016)

SQL Server 2008 (including R2 editions) – standard edition and above

SQL Server 2012 – standard edition and above

SQL Server Express 2008 (only for MOR Laptop module)

Oracle 11g

OPERATING SYSTEM

Windows 7 (32 & 64 bit)

Windows 8.1 (32 & 64 bit)

Windows 10 (32 & 64bit)

Windows Server 2008/2008 R2 (32 & 64 bit)

MICROSOFT .NET FRAMEWORK

HDS requires versions 4.6.1 (or compatible later edition) of the .NET Framework

WEB SERVER

IIS 7 & 7.5 (Windows 2008 R2/2008 R2 and Windows 7 IIS server)

IIS 8.x

INTERNET BROWSER

Microsoft Edge

Internet Explorer 11

Chrome

Firefox



ADOBE

Adobe Acrobat Reader

Forms Generator (optional): Adobe Acrobat Professional 9 for PDF form creation

CRYSTAL REPORTS

Crystal Reports 11 Release 2 Service Pack 6

Future Support

As technology continues to change, HDS is always working on making sure that our solutions will work with the new technologies. HDS will be testing the following and will address issues as they arise. Once support is available, the Lifecycle Policy will be updated accordingly and we will notify clients:

- DBMS – SQL Server 2014 & 2016
- Operating Systems – Windows Server 2016
- Internet Browser – Edge

HDS License Version

HDS fully supports the latest released version. As for the previous version, it is supported up to six months limited to the following:

- ✓ If the issue reported on a previous version has been fixed on the latest version released, the client will need to upgrade.
- ✓ If the issue reported is critical, it will be released as a patch to the latest released version.
- ✓ If the issue reported is a new non-critical, it will be released on the next major release.

Support is covered under the HDS Annual Maintenance Agreement, or the HDS Application Service Provider Agreement. In the event the product is not supported, any services performed by HDS will fall outside of the agreement and are fee-based. Any HDS support provided on any version other than those currently supported will be billed to the client as warranted.

Should the user have a version older than the current release longer than the allotted 6-month period of time, the product is not supported under the HDS Maintenance scope, and will be fee-based.

Hosted Solution

HDS hosts some of our clients' software. For clients that use this option, HDS takes care of upgrading the DBMS, operating systems, MSI version, framework and server.



Hardware Requirements

Workstation Hardware Requirements (for all software packages)

	Recommended
RAM	4 GB or greater
Processor	Intel Core i3 or equivalent
Hard Drive Space	4 GB free space
Video Resolution	WXGA/SXGA or better

Server Hardware Requirements (for all software packages)

Server sizing requirements will vary, depending on the agency's implementation size, the amount of traffic anticipated, software packages purchased, etc. HDS will be happy to assist your agency in determining specific server needs.

Housing and Development Software LLC, a division of
Housing and Development Services, Inc.
3050 Universal Boulevard, Suite 190
Weston, FL 33331
www.hdsoftware.com

For more information on HDS products, services, or documentation, please contact Housing and Development Software at the above address, email sales@hdsoftware.com or call us at (888) 326-7680. For technical assistance with HDS products, please call us at:

- Multifamily, Web Compliance and related: ext 247
- Funds Management, IDIS Interface, DRGR Tracking and related: ext. 204
- Single Family, Loan Servicing, Master Servicing and related: ext. 205
- Section 8, PBT Compliance and related: ext. 218

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