



This RES-Q™ Recovery Services Agreement ("Agreement") is effective as of January 1, 2018 between Florida Housing Finance Corporation, having its principal office at 227 North Bronough Street Suite 5000 Tallahassee, FL 32301 ("Customer") and The LSH Group, LLC with services provided by Subcontractor CORUS Group, LLC d.b.a. CORUS360, a Georgia limited liability company, having its principal office at 130 Technology Parkway, Norcross, GA 30092, governs the terms for recovery services to be provided by CORUS360 to Customer as shown on each RES-Q™ Recovery Services Schedule.

#### GENERAL TERMS

1. **Definitions.** For purposes of this Agreement:

Conditioned Computer Space or CCS means conditioned racked and network data center computer space made available to Customer for placement of Customer equipment for production, recovery, and testing. Conditioned computer space may be either "dedicated" or "shared." Dedicated CCS is fixed space available to Customer for use during the term specified in the applicable subscription without regard to whether a Disaster is declared. Shared CCS is available to Customer in the event it declares a Disaster and will be subject to the multiple disaster declaration rules specified herein. CORUS360 may use its own facilities or third-party co-location facilities to supply CCS.

Disaster means any unplanned event interrupting Customer's business operations that is reasonably projected to last over twenty-four (24) hours. A routine failure of equipment occurring in the ordinary course of business is not a Disaster.

Replacement Equipment means back-up computer equipment to be provided by CORUS360 in the event of a Disaster in accordance with the terms of this Agreement.

Recovery Services Schedule means one or more RES-Q™ Recovery Services Schedules executed in connection herewith which describe the details of Customer's subscription for CORUS360 services hereunder. Each Recovery Services Schedule shall include, at a minimum, the customer location for which coverage is being purchased hereunder, an accurate written description of Customer's "equipment configuration" for such location which specifies each item that Customer would want to replace hereunder in the event of a Disaster, any other disaster recovery services Customer wishes to receive in the event Customer experiences a Disaster at such location, and the cost for the same.

Workgroup Recovery Services means office workstation facilities equipped with office and network equipment as designated on the applicable Recovery Services Schedule are available to Customer in the event of a Disaster for business function recovery.

2. **Fee.** Customer shall pay the initial and monthly subscription fees listed in the applicable Recovery Services Schedule for each service Customer has subscribed to in that schedule. In addition, in the event Customer declares a Disaster, Customer shall also pay the applicable usage fees listed in the Recovery Services Schedule for Replacement Equipment and other services ordered by Customer in connection with such Disaster. All fees are payable as further provided in the applicable schedule. Failure to pay any of these fees will result in an immediate suspension of services without notice.
3. **Equipment Configuration and Changes.** The RES-Q™ Configuration Schedule on the Recovery Services Schedule sets forth the equipment configuration. Customer must submit its equipment configuration to CORUS360 for approval. Coverage under this Agreement will not begin for any Recovery Services Schedule until the schedule and equipment configuration are approved by CORUS360. Customer shall be solely responsible for any inaccuracies in the Recovery Services Schedule, including the equipment configuration, and any delay or failure of CORUS360's services resulting therefrom. Changes to the Recovery Services Schedule, including Customer's equipment configuration, require CORUS360's consent. Customer must provide CORUS360 at least sixty (60) days advance written notice of any planned changes to its configuration. Until such time as the modifications are approved by CORUS360, coverage will not apply. CORUS360 reserves the right to charge additional fees to accommodate change requests.
4. **Disaster Instructions.** In the event of a Disaster, Customer shall notify CORUS360 and specify the location affected and the equipment or other services listed on the applicable schedule Customer requires to begin its recovery. Coverage is provided only for those locations specified in the applicable schedule. Customer may use on a weekly basis or purchase Replacement Equipment to be provided hereunder. If no election is made at the time notice of the Disaster is given, Customer shall be deemed to have elected to rent Replacement Equipment and shall pay CORUS360 the hardware usage fees set forth in the Recovery Services Schedule. The rental terms and conditions that will govern Customer's rental usage of Replacement Equipment following a Disaster or Disaster Recovery Test are described in the Master Rental Agreement on the Recovery Services Schedule.
5. **Set-up, Installation, and Delivery.** Customer shall be responsible for all fees associated with the delivery to Customer and, return to CORUS360 of any Replacement Equipment, including but not limited to transportation, shipping, handling, insurance, installation, de-installation, maintenance coverage and eligibility, and programming fees. CORUS360 will arrange for delivery at Customer's expense. Customer shall be responsible for the installation and programming of all Replacement Equipment, including obtaining and paying for any necessary licenses and loading of any operating system or other software.



6. **Disaster Response.** Following its receipt of Customer's Disaster declaration, CORUS360 will provide Replacement Equipment within the SLA as defined on the RES-Q™ Configuration Schedule. Replacement Equipment will conform in all material respects to the specifications contained in the Recovery Services Schedule. If included in the Recovery Services Schedule and requested in the notice declaring a Disaster, CORUS360 will also make available within the time frame indicated on such schedule the amount of shared CCS, the number of workgroup recovery positions and any other professional or technical services requested by Customer that are included in the applicable schedule.
7. **Warranty and Disclaimer.** CORUS360 warrants that equipment delivered to Customer under this Agreement will be under normal use and service eligible either for manufacturer's or third-party maintenance. Except as specifically set forth in this Agreement, CORUS360 MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY SERVICE PERFORMED OR ANY EQUIPMENT DELIVERED PURSUANT TO THIS AGREEMENT.
8. **Substitute Equipment and Services.** CORUS360 may deliver equipment, CCS, or workgroup recovery positions (as applicable) to Customer which are not identical in model or feature to that listed in the Recovery Services Schedule ("Substitute Equipment" or "Substitute Services"), provided that CORUS360 may only deliver Substitute Equipment and Substitute Services when CORUS360 deems in its discretion necessary, including without limitation in the event any specific item listed on the Recovery Services Schedule is or becomes unavailable. Any Substitute Equipment or Substitute Services provided by CORUS360 hereunder shall be compatible with Customer's equipment configuration on file.
9. **Multiple Disasters.** For "RES-Q™ Recovery Services Schedules and Shared CCS only:
  - a. **Third Party Disasters.** Customer acknowledges that more than one customer may have purchased RES-Q™ coverage from CORUS360 for the same items of equipment or same shared CCS. CORUS360 will handle disaster declarations by different customers for the same equipment or space on a first come, first served basis. For those customers unable to receive Replacement Equipment or shared CCS within the timeframe specified on the Recovery Services Schedule because of an earlier Disaster declared by a third party, CORUS360 will provide suitable Replacement Equipment or substitute shared CCS in response to the Disaster, provided that CORUS360 shall be relieved of the duty to provide such equipment within any specific timeframe so long as CORUS360 uses every commercially practicable means to provide a substitute to Customer as soon as reasonably possible.
  - b. **Customer Disasters.** In the event Customer experiences, a Disaster after having received Replacement Equipment or used shared CCS hereunder, CORUS360 will provide Replacement Equipment or additional shared CCS for subsequent disasters affecting the same location to the extent practicable, but shall not be bound by any deadline for delivering the same or any other service level agreements contained in the schedule unless Customer has purchased duplicate coverage for such location.
10. **Liquidated Damages.** Subject to Section 12 and Customer's compliance with the conditions set forth above, if CORUS360 fails to deliver the Replacement Equipment or Substitute Equipment within the SLA specified in the Recovery Services Schedule, liquidated damages will be assessed against CORUS360 in the amount of, and shall never exceed the lesser of (a) the total value of the equipment on the most current Recovery Services Schedule or (b) one year's worth of monthly subscription payments. Both parties agree that specific damages are difficult to prove under these circumstances. This section represents both parties' best efforts to reasonably assess damages in the event of CORUS360's default and shall not be construed as a penalty. No such damages will be due if the delay results from multiple disasters as set forth in Section 9.
11. **Force Majeure.** CORUS360's duty to perform will be suspended due to an act of God, force of nature, or other event beyond CORUS360's reasonable control which hinders or prevents CORUS360 from complying with this Agreement, provided, however, that CORUS360 will use every commercially practical means to overcome any such event in performing this Agreement.



- 12. Liability Limitations.** CORUS360 SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE TO CUSTOMER'S DATA OR FILES IN CONNECTION WITH A DISASTER OR ANY EQUIPMENT, PRODUCTS, OR SERVICES PROVIDED HEREIN. CORUS360 SHALL NOT BE RESPONSIBLE FOR RECOVERING OR RESTORING ANY OF CUSTOMER'S DATA OR FILES IN CONNECTION WITH A DISASTER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL CORUS360 BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR OTHER ECONOMIC LOSS, OR COSTS (INCLUDING LEGAL FEES AND EXPENSES RELATED THERETO) ARISING UNDER THIS AGREEMENT, EVEN IF CORUS360 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL CORUS360'S TOTAL AGGREGATE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO CORUS360 UNDER THE APPLICABLE RECOVERY SERVICES SCHEDULE GIVING RISE TO THE CLAIM IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.
- 13. Equipment Testing.** Sixty (60) days after the Effective Date, and upon sixty (60) days advance written notice, CORUS360 will provide at Customer's expense Replacement Equipment for testing by Customer. The fee for each test shall be the weekly usage rate set forth in the Recovery Services Schedule for each week or fraction thereof the Replacement Equipment is kept by Customer for testing, subject to a minimum charge of one week. If Customer fails to return any test equipment in good condition and repair, Customer shall be deemed to have purchased such item(s) and shall be liable to pay CORUS360 its current list price for the same.
- 14. Recovery Facility Requirements.** If Customer's subscription includes coverage for workgroup recovery positions or conditioned computer space:
- a. The same may be provided in CORUS360's own facility or any third party co-location facility (each a "Recovery Facility").
  - b. Customer must comply with all applicable physical site access policies and safety and security protocols applicable to the Recovery Facility as well as any applicable network, electronic use, or personnel policies ("Recovery Facility Requirements"). Any Customer representative(s) who fails to comply with applicable Recovery Facility Requirements may be refused access to the Recovery Facility.
  - c. Following a Disaster, Customer will be permitted access to its subscribed and assigned workgroup recovery positions and CCS in accordance with the availability commitments set forth in the applicable schedule.
  - d. Recovery Facilities are provided on an "AS-IS" basis in a condition that is deemed by the parties to be proper for the operation and maintenance of Customer's equipment and for the location of its personnel. Except for dedicated CCS, all CCS at a Recovery Facility may only be used for the purposes of maintaining and operating computer and communications equipment owned or rented by Customer that will be used by Customer for testing and disaster recovery. Customer acknowledges that the Recovery Facility will conduct regular tests and maintenance of its systems and Customer shall reasonably cooperate with the facility in connection with the same.
  - e. Each recovery facility reserves the right to upgrade or modify the hardware and equipment it uses to operate and maintain the facility and reserves the right to modify the facility itself. If any such changes will require that power be disconnected to the facility or any other disruption in service or availability, the same will be completed outside of the normal business hours established for such facility.
  - f. Customer shall supply and maintain the operating systems, application software, data files, and any other software that Customer desires to use, as well as the necessary software licenses, to operate any PCs or other workgroup recovery equipment to be used by Customer at the facility, including equipment provided by CORUS360 hereunder in the event of a Disaster, and to operate any of Customer's owned or rented equipment located in the facility, including within any conditioned computer space. Customer shall supply personnel to install, connect, and operate all such equipment that it owns or rents in the Recovery Facility and such installation and operation shall be at Customer's expense. It shall be Customer's responsibility to monitor the operation and connectivity of all such equipment at the Recovery Facility.
  - g. Customer must notify the Recovery Facility of any plan to remove equipment from the facility and shall be required to remove its owned or rented equipment when its usage rights expire or are terminated as well as all data and software loaded by Customer onto any equipment provided by the facility. Notice periods vary by facility and will be provided upon request. Packing and moving supplies must be provided by Customer at its expense. Customer shall be responsible for, and shall indemnify, defend, and hold CORUS360 harmless from and against any and all losses, damages, liabilities, and expenses, including reasonable attorneys' fees, incurred in connection with Customer's installation, connection, operation, or removal of any equipment in or from a Recovery Facility, including any claims arising out of Customer's data or use of software at the Recovery Facility.
  - h. Customer acknowledges that CORUS360 and any Recovery Facility it uses to provide services hereunder do not maintain insurance coverage for equipment owned or rented by Customer and located in the facility. Customer is solely responsible for and must insure against all risks of theft, loss of, or damage to any Replacement Equipment, Substitute Equipment, tangible personal property or data, software, or other intangible property located at the Recovery Facility by or on behalf of Customer. If network services are provided, Customer is solely responsible for any loss, theft of, or damage to any data arising from the use of such network services.
  - i. Customer acknowledges that physical security systems, access control systems, specialized recovery equipment and techniques, pricing, and User's Guides relating to any Recovery Facility to which Customer is given access hereunder constitute confidential and proprietary information, including trade secret information, of the applicable facility. To the extent allowable by law, the Customer shall treat such information as confidential, shall hold such information in strict confidence, shall exercise the same



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degree of care to protect such information as it would use to protect its own confidential and trade secret information, but in no event less than a reasonable degree of care, and shall use such information only as is necessary for purposes of this Agreement.

- j. Customer may owe other fees for its operations at a Recovery Facility. Any such fees and the method of calculation will be detailed in the applicable Recovery Services Schedule.

15. Term and Termination.

- a. This Agreement shall commence on the Effective Date of January 1, 2018 and shall continue until the termination date of March 31, 2021.
- b. Each Recovery Services Schedule will specify the applicable term for that schedule.
- c. Subscription fees quoted by CORUS360 in each schedule are based on the Customer's commitment to the stated term for that schedule. All Recovery Services Schedules are NON-CANCELABLE during the term, and Customer's obligations shall be absolute and unconditional and will not be subject to cancellation, termination, modification, or repudiation.
- d. Either party may terminate this Agreement at any time by giving the other party thirty (30) days' advance written notice, provided, however, that any termination of this Agreement while one or more Recovery Services Schedules are outstanding shall not affect such schedules and this Agreement shall remain in full force and effect as to such schedules until they expire.
- e. All warranty disclaimers, liability limits, and indemnifications shall survive the termination or expiration of this Agreement or any schedule.

- 16. Suspension of Services. In the event Customer fails to pay to CORUS360 any amount due hereunder, CORUS360's obligations and services hereunder shall be suspended. All of CORUS360's costs of collection, including reasonable attorneys' fees, shall be the obligation of the Customer.

- 17. Miscellaneous. In the event of a Disaster, subscription fees paid, exclusive of the initial fee, for up to one year prior to any Disaster may be applied toward the rental usage or purchase price of Replacement Equipment from CORUS360 for which such fees were paid.

This instrument constitutes the entire Agreement between CORUS360 and Customer for the subject matter hereof. The terms of the Agreement shall not be waived, altered, modified, amended, supplemented, or terminated in any manner whatsoever except by written instrument signed by CORUS360 and the Customer.

This agreement may not be assigned in whole or in part by Customer without the written consent of CORUS360. The parties agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party. There are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement. This Agreement shall be governed by the laws of the State of Florida.

The provisions of this Agreement will be severable and if any provision will be invalid, void, or unenforceable in whole or in part for any reason, the remaining provisions will remain in full force and effect. The failure of any party at any time or times to require performance of any provision of this Agreement will in no manner affect the right to enforce the same; no waiver by any party of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances will be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

By Witness Whereof, CORUS360 and Customer have entered into this Agreement on the below dates.

The LSH Group, LLC

Florida Housing Finance Corporation

*Linda Hanwacker* 12/14/17  
Authorized Signature Here Date

*Hugh H. Brown*  
Authorized Signature Here Date

LINDA HANWACKER (FL STL HOLDER) PRINCIPAL  
Name / Print Here Title

DEC - 5 2017.  
Name / Print Here Title

Corus Group, LLC

General Counsel

*Ronald Hinkle* 12/14/17  
Authorized Signature Here Date  
Name / Print Here Title



## RES-Q™ Recovery Services Schedule

Schedule No. 2017-394-1001 for

RES-Q™ Recovery Services Agreement No. 2017-394

Center-based Solution

- Basic
  Advanced  
 Both Basic & Advanced

This RES-Q™ Recovery Services Schedule is executed pursuant to the RES-Q™ Recovery Services Agreement by and between The LSH Group, LLC and Florida Housing Finance Corporation ("Customer") with services provided by Subcontractor Corus Group, LLC d.b.a. Corus360, dated January 1, 2018 (the "Agreement"). All of the terms of the Agreement are hereby incorporated by reference into this RES-Q™ Recovery Services Schedule and will constitute an agreement for the services described below (the "Services"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

### TO DECLARE A DISASTER, CALL: 1-866-542-RESQ (7377)

<b>A. Provider</b> <b>Corus Group, LLC</b> Address: 130 Technology Parkway  City, State Zip: Norcross, GA 30092 Office Phone: 770-300-4700 Disaster Line: 1-866-542-RESQ (7377)	<b>B. Customer</b> <b>Florida Housing Finance Corporation</b> Address: 227 North Bronough Street Suite 5000 City, State Zip: Tallahassee, FL 32301 Contact: Chris Wallace Phone: 850-488-4197
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<b>C. Covered Location</b> Address: 227 North Bronough Street Suite 5000 City, State Zip: Tallahassee, FL 32301 Contact: Chris Wallace Phone: 850-488-4197 Email address: <a href="mailto:Chris.wallace@floridahousing.org">Chris.wallace@floridahousing.org</a>
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<b>D. Subscription Fees and Term</b>	
Schedule Term:	39 months
Implementation Fee:	<u>\$500</u> one-time fee
RES-Q™ Veeam Cloud Connect Services Monthly Fee:	<u>\$2,022</u> per month (RES-Q™ Cloud Connect Addendum)
RES-Q™ Mobile Office Ready Suite Monthly Fee:	<u>\$1,376</u> per month (Payment to commence April 1, 2018)
RES-Q™ Center based Recovery Hardware Services Monthly Fee:	<u>\$1,350</u> per month
RES-Q™ Network Services Monthly Fees:	<u>Included</u> per month
<b>Monthly Total:</b>	<b><u>\$4,748</u> per month</b>
<b>Payment Schedule</b>	
Initial Payment due January 1, 2018:	<u>\$3,872</u>
Monthly Recurring Payment beginning February 1, 2018:	<u>\$3,372</u>
Monthly Recurring Payment beginning April 1, 2018:	<u>\$4,748</u>

**Payment/Terms:** Effective January 1, 2018, the Implementation Fee and first monthly Subscription Fee shall be invoiced by The LSH Group, LLC and payable by Customer upon RES-Q™ Agreement and RES-Q™ Schedule acceptance. Subscription Fees shall be due and payable by Customer on the first of each month for the term of the Schedule in accordance with the Agreement. All payments will be subject to applicable taxes.



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<b>E. <u>Hardware Ship-To Recovery Location(s)</u></b> Address:  City, State Zip:	<b>Center-based Location</b> CORUS360, Norcross 130 Technology Pkwy.  Norcross, GA 30092	<b>Secondary Location</b> CORUS360, Norcross 130 Technology Pkwy.  Norcross, GA 30092	<b>Optional Location</b>  TBD
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<b>F. <u>Workgroup Recovery Location(s)</u></b> Address:  City, State Zip:	<b>Primary Location</b> 130 Technology Pkwy.  Norcross, GA 30092	<b>Secondary Location</b>  TBD	
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<b>G. <u>Usage, Declaration, and Other Fees</u></b> <u>Disaster Hardware Usage Fees</u> <span style="float: right;">\$4,250 per week</span> Usage/Rental will automatically renew for successive weeks until the equipment is returned in accordance with the Master Rental Agreement.  <u>Testing</u> Annual Test Periods (5 days): <span style="float: right;">One</span> Annual Test Fees: <span style="float: right;">Pro-rated based on actual hardware usage.</span>  <u>Technical Services</u> Tape Handlers: <span style="float: right;">\$100 per hour</span> Platform Engineers: <span style="float: right;">\$195 per hour</span>  <u>Network Usage Fees</u> (Connectivity For Testing or Recovery) <span style="float: right;">N/A</span>  <u>RES-Q™ Mobile Office Ready Suite</u> There are no daily usage fees for the first 60 days. Transportation, delivery and setup paid by Customer. Utilities, telecommunications and power are to be provided and paid by Customer. <span style="float: right;">\$1,000 per day after 60 days</span>  <u>Declaration Fees</u> RES-Q™ Quickship Recovery Services: <span style="float: right;">None</span> RES-Q™ Conditioned Computer Space: <span style="float: right;">None</span> RES-Q™ Workgroup Recovery Services: <span style="float: right;">None</span>  <u>Testing Notification</u> <span style="float: right;">60 Days</span>	<b>H. <u>Shipment Terms</u></b> Designated Carrier: <span style="float: right;">TBD at time of disaster</span>  Delivery Charge: <span style="float: right;">TBD at time of disaster</span>  Return Delivery Charge: <span style="float: right;">TBD at time of disaster</span>
<b>I. Approximate Purchase Price of Hardware:</b> Customer may elect to purchase the equipment upon expiration of any weekly rental period at the then current Fair Market Value of hardware, at which time Customer shall receive credit toward the Purchase Price equal to 50% of the rental payments paid hereunder.	<b>Timeframe for availability of Replacement Equipment:</b> Equipment will be delivered to a Ship-to Location above or to a CORUS360 Center-based location within the timeframe as specified in Section J.



## RES-Q™ Recovery Services Schedule

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The following constitutes the list of Replacement Equipment that CORUS360 will provide in the event of a Disaster to a Location pursuant to the terms and subject to the conditions of the Agreement.

**J. RES-Q™ Configuration Schedule** Hardware list does not include any operating system or other software of any right to use license for the same. Customer is responsible for obtaining and loading all required software and licenses.

Customer Configuration	RES-Q™ Configuration	Quantity	SLA
VM Host Environment	Intel Server/Blade Environment to support VMware: 32 CPU Cores, 784 GB RAM	1	24 Hours
Disk Storage	10 TB SAS Disk useable post RAID5	1	24 Hours
VPN Device	ASA Firewall for network security and configuration	1	24 Hours

\*Replacement Equipment may differ in make and model per section 9 of the RES-Q Services Agreement.

### K. RES-Q™ Mobile Office Ready Suite Services

Qty	Type	Description	Availability
96	Mobile Office Ready Suite	Mobile unit with 96 Workgroup Positions for Workgroup Recovery. To be delivered to customer location(s). Includes 96 Desktop PC's, VOIP Telephone Handsets, Diesel Power Generator and Satellite communications (1.5 Mbps Uplink)	48 Hours
		Services at time of disaster will be delivered to the designated recovery site with 48 seats delivered within 48 hours of a declaration and 48 seats every 24 hours thereafter, subject to the terms and conditions of the Agreement.	

### L. RES-Q™ Technical Services

Qty	Type	Description	Onsite Within
N/A	Tier__ Technical Support	RES-Q™ Rapid Response Technical Services	24 Hours

### M. RES-Q™ Conditioned Computer Space

Qty	Type	Description	Availability
1	Recovery Environment	Conditioned Racked and Networked Computer Space for Recovery and Testing Customer hardware configuration requiring cabinet racks and related workspace	24 Hours

### N. RES-Q™ Network Services

Qty	Type	Description	Availability
1	Web-Connect	Connectivity: 1.5 Mbps, Destination: Norcross, GA	24 Hours
N/A	Customer Provided Access	Circuit Provisioning Customer Provided Access (CPA) including cross connect	24 Hours



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### O. Rental Agreement for Replacement Equipment - General Terms and Conditions for RES-Q™ Rentals

The following terms and conditions apply to the rental of Equipment (described in Section J) in the RES-Q™ Configuration Schedule, including related accessories, manuals, and other items with this order) by Corus Group, LLC d.b.a. CORUS360 to Customer. These General Terms and Conditions govern Customer's rental of any Equipment hereunder, including in connection with a test or in connection with a disaster declaration. Customer accepts and agrees to these General Terms and Conditions, which can only be modified in writing signed by an authorized officer of CORUS360. Contrary terms or conditions, if any, contained in Customer's purchase order or other communication are inapplicable.

1. Length of Rental is stated in the "Usage and Declaration Fees" Section G of the RES-Q™ Configuration Schedule. The Customer cannot cancel this term. At the expiration of the term, the Equipment must be returned to CORUS360. In the event that the Customer does not return the Equipment on time or in the condition required below, then the Rental will automatically renew on a week-to-week basis. CORUS360 is not responsible for any information left on the Equipment when it is returned and is not responsible for destroying, removing, or safeguarding any such information.
2. Defects in or objections to Equipment must be reported to CORUS360 in writing within 24 hours after Customer receives the Equipment or it will be conclusively presumed that the Equipment was as ordered and defects or objections waived. CORUS360'S sole responsibility shall be to repair at CORUS360'S facility or replace Equipment which was defective when delivered and properly reported.
3. Rental Payments are due monthly. Invoices are due within thirty (30) days upon receipt. Payments are delinquent if not paid within thirty (30) days of the due date. All payments shall be sent to the address listed on the invoice.
4. Customer shall pay all installation, delivery, and handling charges and all Federal, State, and Local taxes and other governmental charges in connection with its rental, purchase, or use of the Equipment.
5. All quoted shipping prices are FOB CORUS360'S facility. CORUS360 will make a reasonable effort to meet any delivery schedule quoted. CORUS360 will follow Customer's shipping instructions, if appropriate; otherwise CORUS360 will determine the appropriate shipping method in its sole discretion.
6. CORUS360 is not the manufacturer of the Equipment. CORUS360 DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CORUS360 SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, GENERAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING LOST PROFITS) WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORIES ARISING OUT OF THIS RENTAL AGREEMENT OR THE EQUIPMENT.
7. If Customer defaults in any of its obligations hereunder, or fails to return the Equipment timely to CORUS360, Customer shall pay CORUS360 for all costs, expenses, and legal fees incurred in recovering Equipment, recovering monies due, and enforcing its rights hereunder, whether or not formal legal action is instituted.
8. All notices hereunder shall be in writing and sent by registered or certified mail with return receipt requested. Stenographic, typographic, and/or clerical errors are subject to correction. CORUS360'S failure to exercise any rights hereunder shall not constitute a waiver or forfeiture of the same or any other right. Customer may not transfer or encumber any rights hereunder without prior written consent of CORUS360. This agreement shall be deemed entered into and to be performed in the State of Florida, shall be enforceable in the state or federal courts of Florida, and shall be governed by the laws of the state of Florida.
9. Equipment remains the property of CORUS360 at all times, and title to Equipment shall remain with CORUS360 at all times. Equipment must remain at and may be only used by Customer at the Equipment Location specified in the Agreement. Customer shall pay any costs arising from the change of location with or without CORUS360'S consent. Customer shall not make any alterations, additions, or modifications to the Equipment, shall not allow any lien or other encumbrance to attach to the Equipment, shall be responsible for promptly discharging the same, and shall use the Equipment only for the purpose and in the manner intended by the manufacturer.
10. Equipment shall be returned to CORUS360 freight pre-paid, packaged in the same materials delivered, and in substantially the same condition as when first received by Customer, reasonable wear and tear excepted. All risk of loss or damage from theft, mysterious disappearance, fire, misuse, abuse, or other cause is the responsibility of the Customer from the time the Equipment is delivered to a carrier by CORUS360 FOB the shipping point until the Equipment is returned to CORUS360 FOB CORUS360'S facility.
11. Purchase rights or purchase options, if any, shall be at the sole discretion of CORUS360. Non-compliance with the terms of this agreement voids purchase right or purchase option, if any, and cancels equity accruals, if any.





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By signing this document, Customer acknowledges and agrees that all terms and conditions as agreed to and executed in the Agreement referenced above and under which this Configuration Schedule is executed are in full force and effect and binding on Customer.

The LSH Group, LLC

Florida Housing Finance Corporation

*Linda Hanwacker* 12/12/17  
Authorized Signature Here Date

*Hugh R. Brown* \_\_\_\_\_  
Authorized Signature Here Date

LINDA HANWACKER PRINCIPAL, FL ST. HOLDER  
Name / Print Here Title

DEC - 5 2017 \_\_\_\_\_  
Name / Print Here Title

General Counsel

Corus Group, LLC

*Rosdel H. Kte* 12/14/17  
Authorized Signature Here Date

Rosdel H. Kte CFO  
Name / Print Here Title



**RES-Q™ Veeam Cloud Connect**

**Addendum to Schedule No. 2017-394-1001**

This RES-Q™ Veeam Cloud Connect Agreement ("Agreement") is entered into effective January 1, 2018 by and between The LSH Group, LLC with services provided by Subcontractor Corus Group, LLC DBA Corus360 ("Corus360") and Florida Housing Finance Corporation ("Customer").

**Services**

Customer has chosen to select Corus360 as their Veeam Cloud Connect provider. Corus360 agrees to provide and Customer agrees to pay for the following RES-Q™ Veeam Cloud Connect Services ("RQVCC Services"):

RES-Q™ Veeam Cloud Connect Services	
<b>"Minimum" Monthly Fee</b>	<b>Included in RES-Q™ Services Schedule 2017-394-1001</b>
<b>Repository Size</b>	<b>10 TB</b>
<b>Maximum Number of Virtual Machines (VMs)</b>	<b>24</b>
<b>Internet Connectivity*</b>	<b>60 Mbps</b>
<b>Veeam WAN Accelerator Monthly Fee</b>	<b>N/A</b>
<b>One-Time Setup Fee</b>	<b>Included in RES-Q™ Services Schedule 2017-394-1001</b>
<b>Contract Term</b>	<b>39 Months</b>
<b>Repository Location</b>	<b>130 Technology Parkway, Norcross, GA 30092</b>

The One-Time Setup Fee and the first monthly Subscription Fee shall be invoiced by The LSH Group, LLC and payable by Customer upon contract signing. Subscription Fees shall be due and payable by Customer on the first of each month for the term of the Addendum. Fees for Cloud Connect will be included in Recovery Services Schedule and not billed separately. All payments will be subject to applicable taxes.

**Service Level**

Corus360 will provide 99% uptime/availability of Cloud Data Replication Repository hardware. Corus360 will resolve all hardware related issues in a timely fashion. Network access is subject to ISP availability. Customer will alert Corus360 if connectivity is interrupted.

**Roles and Responsibilities Matrix**

Tasks	Customer	RES-Q™ Services
Manage and monitor data replication	X	
Provide Cloud Repository hardware		X
Restore Management and Execution	X	
Disaster Recovery Hardware and Recovery Facility		X
Purchase & Maintain Veeam SW support and Cloud Connect capable version	X	
Internet Connectivity from Production Veeam Server to Veeam Cloud Connect Service	X	

\*Customer can request Corus360 Remote Assistance at a rate of \$225.00 per hour.



**Additional Options**

Description	Quantity	Pricing
Veeam Cloud Data Replication Repository – Additional Storage	1 TB	\$93 Per Month
Veeam WAN Accelerator	1	\$300 Per Month
Veeam Cloud Data Replication Repository – Additional Virtual Machine	1	\$8 Per Month
Additional Direct Internet Access Connectivity	1 Mbps	\$15 Per Month
Provide Disk Array for seeding of Customer backup data. Corus360 will provide a NAS Disk Array for Customer use to seed offsite data storage. This includes use of hardware, shipping of hardware, to and from Customer site, and four (4) hours of technical assistance to configure.	Per Site	\$2,500

Contact RES-Q™ via: (866) 542-RESQ (7377)



## Terms and Conditions

**1. Term of Agreement.** The term of this Agreement shall be as set forth in the Services section above.

**2. Fees.** Subscription Fees for the RQVCC Service under this Agreement are specified in the Services section. The subscription fee shall be determined by the amount of Cloud storage and billed according to the pricing schedule shown in the Services section. Additional data storage above the initial Storage Size will automatically be billed in the following month's RQVCC invoice to reflect the Customer's current resource utilization and the Additional Resources fee schedule in the Agreement. The measurement of utilized resources will be rounded up to the next TB for billing purposes. Corus360 reserves the right to modify, by prior written notice to Customer, the fees set forth in the Additional Resources fee schedule for any additional storage added hereunder at any time, provided that such notification is prior to the start of the additional storage.

**3. Payments; Remedies for Non-Payment.** Payment terms are net thirty (30) days from invoice date. The customer will be billed each month. If the Customer's account is more than forty-five (45) days past due, Corus360 may at its option (a) cease providing the RQVCC Service and/or (b) refuse access to data stored by the Customer with Corus360 until such time as the account is brought current, with interest. If the Customer's account is past due for a period of ninety (90) days or longer, Corus360 may, upon ten (10) business days' advance written notice to Customer delivered to the most recent billing contact in Corus360's records and without waiving any other rights at law or in equity, terminate this Agreement and permanently destroy without penalty or liability the data transmitted to it by the Customer. IN THE EVENT CORUS360 WITHHOLDS OR DESTROYS ANY DATA PURSUANT TO THIS SECTION, OR EXERCISES ANY OTHER RIGHT AVAILABLE FOR CUSTOMER'S NON-PAYMENT, IT SHALL HAVE NO LIABILITY TO THE CUSTOMER OR ANYONE CLAIMING BY OR THROUGH THE CUSTOMER. The remedies set forth herein are cumulative and nothing herein shall preclude Corus360 from pursuing other remedies authorized by law, statute or otherwise for Customer's breach, including its non-payment.

**4. Limitation of Liability.** CORUS360's CUMULATIVE LIABILITY TO THE CUSTOMER AND ALL OTHER PARTIES FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE RQVCC SERVICE SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO CORUS360 DURING THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. CORUS360 SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE RQVCC SERVICE, EVEN IF CORUS360 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5. Duties upon Termination or Expiration.** Customer shall arrange to download its data on or before the date this Agreement will expire or terminate. Customer must be current on all fees due hereunder to perform such download. Upon the expiration or termination of this Agreement, Customer's access to the data will be terminated; provided however Corus360 will make Customer's data available for download for a period of ten (10) business days after termination or expiration on the condition that all amounts due hereunder have been paid in full. After ten (10) business days following the earlier expiration or termination of this Agreement, all Customer data and RQVCC environment shall be permanently destroyed by Corus360 without penalty.

**6. Customer Responsibilities and Warranties.** Customer must provide its own anti-virus solution and shall be solely responsible for any data loss or corruption caused by a virus. Customer shall be solely responsible for the content of its data and shall not transmit on the service or store any data that infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise illegal, harmful, unlawful or could subject either party to civil or criminal liability.

**7. Force Majeure.** Corus360 shall not be deemed to be in breach of this Agreement if its obligations are delayed or prevented by any reason of any act of God, war, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-performance of any of the Customer's agents or Customer's third party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

**8. Notice of Claim and Filing of Suit.** Customer must present any claim in writing to Corus360 within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented. No action may be maintained against Corus360 for loss, damage or destruction of data transmitted, unless timely written claim has been given as provided above, and unless such



action is commenced within nine (9) months after the date on which such written claim delivered in accordance with the foregoing, has been received by Corus360.

**9. Ownership Warranty.** Customer warrants that Customer is the owner or legal custodian of the data transmitted to Corus360 pursuant to the terms of this Agreement and that the Customer has full authority to transmit said data and direct its disposition in accordance with the terms of this Agreement.

**10. Confidentiality.** "Confidential Information" means any information (without regard to the medium on which such information may be recorded, whether written, visual, audio, graphic, computerized or otherwise) concerning or relating to Customer's property, business and affairs and specifically includes data transmitted from any Protected Server to Corus360 server. Confidential Information shall be held in confidence to the extent allowable by law by Corus360 and shall be used only for the purposes provided for in this Agreement. Corus360 shall use a reasonable degree of care to safeguard the Customer's Confidential Information. Corus360 may comply with any subpoena or similar order related to data on the servers located within a Corus360 authorized facility, provided that Corus360 notifies the Customer promptly upon receipt thereof, unless such notice is prohibited by law. The Customer shall pay Corus360's reasonable charges for such compliance.

**11. Assignment.** This Agreement may not be assigned by the Customer (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of Corus360, which shall not be unreasonably withheld or delayed.

**12. Governing Law; Jurisdiction.** This Agreement is governed by the laws of the State of Florida. The parties agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party. There are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement. The terms of the Agreement shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by both parties.

**13. General.** This Agreement constitutes the entire understanding between Corus360 and the Customer with respect to subject matter hereof.



Accepted and Agreed  
Florida Housing Finance Corporation

BY: [Signature]  
(AUTHORIZED SIGNATURE)  
NAME: Hugh R. Brown  
TITLE: DEC - 5 2017  
General Counsel  
DATE: \_\_\_\_\_

Accepted and Agreed  
The LSH Group, LLC

BY: [Signature]  
(AUTHORIZED SIGNATURE)  
NAME: LINDA HANWACKER  
TITLE: PRINCIPAL, FL SEC HOLDER  
DATE: 12/12/17

Accepted and Agreed  
Corus Group, LLC

BY: [Signature]  
(AUTHORIZED SIGNATURE)  
NAME: Boyd Hinkle  
TITLE: CEO  
DATE: 12/14/17