



STATEMENT OF WORK

FLORIDA HOUSING FINANCE CORPORATION
ONBASE INTEGRATION WEB SERVICE PROJECT
3/26/2019

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Version Control

Document Attributes

Document Name	Statement of Work
Document Identifier	3/26/2019_Florida Housing Finance Corporation_OnBase Integration Web Service Project_SOW
Publish Date	3/26/2019
Salesforce URL	https://databank.lightning.force.com/lightning/r/Quote/0Q0f10000021zWrCAI/view
Current Revision Number	0.1

Revision History

Version Number	Date	Responsibility (Author)	Description
0.1	3/26/2019	Dave Sevenack	Initial draft

RACI Chart

Name	Position	*	R	A	S	C	I
Jason Engen	DataBank – Regional Sales Director	X		X	X		X
Adam Herrmann	DataBank – Director of Professional Services			X	X		X
Kendra Deutsch	DataBank – Regional Manager of Professional Services	X			X		X
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Kathy Will	DataBank - Sr. Solutions Consultant				X		X
David Hearn	Florida Housing - Project Sponsor	X				X	X
Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.						

Florida Public Records Law

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Introduction/Overview

Florida Housing Finance Corporation (hereinafter "Client") has a requirement for an integration web service to enable external access to their OnBase system. The following requirements have been identified for this web service:

1. Differentiate internal and external requests for query usage
2. Retrieve a document or a list documents using a query
3. Retrieve a document without using query
4. Authentication for internal users (for future use and to save viewing history)
5. Stream document as byte array to browser

Client will be leveraging DataBank IMX (hereinafter "DataBank") to implement and support the solution.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional service estimates for implementing the solution at Client. It will also serve to solicit approval from Client to move ahead with the described activities upon receipt of a signed copy.

Scope of Services

The scope of this project consists of planning, discovery, design, development, testing, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

DataBank will deliver the following:

- I. OnBase Integration Web Service
 - a. Note: For any methods where document interaction (file bytes retrieval, upload, update) occur, a custom entry will be added to the document history indicating the action taken and the username passed to the method
 - b. This web service will be created as a WCF service and will expose the following methods:
 - i. Connect to OnBase
 1. This method will establish a session via the OnBase Unity API
Note: This method does not need to be called from the external application unless managing user sessions externally
 2. The method will accept the following arguments:
 - a. Internal or external user flag

- i. This will be identified externally by the application calling the web service
 - b. (optional) Session ID
 - i. This will be used if sessions are being maintained for each user between calls by the calling application
 - c. Username
 - i. This value will be used for custom history logging
 - ii. If a password is supplied, this value will be used for OnBase authentication
 - d. (optional) Password
 - i. If supplied, this value will be used for OnBase authentication
 - ii. If not supplied, OnBase authentication will be via a default proxy user account defined in the service's web.config file
 - e. (optional) App Server URL
 - i. If supplied, this value defines the OnBase application server to which the service will connect
 - ii. If not supplied, the service will connect to a default application server defined in the web.config file
 - f. (optional) Data Source
 - i. If supplied, this value defines the OnBase data source server to which the service will connect
 - ii. If not supplied, the service will connect to a default data source defined in the web.config file
 3. The method will return the following result data
 - a. OnBase Session ID (if successful)
 - b. Meaningful error message (if unsuccessful)
- ii. Disconnect from OnBase
1. This method will release an existing OnBase Unity API session by ID
Note: This method does not need to be called from the external application unless managing user sessions externally
 2. The method will accept the following arguments
 - a. OnBase Session ID
 - i. This value identifies the session to be disconnected
 3. The method will return the following result data
 - a. Success status indicator (if successful)
 - b. Meaningful error message (if unsuccessful)
- iii. Retrieve Document(s) by Query
1. This method will retrieve a selected list of OnBase documents based on metadata identified in the arguments.
Note: This method will consume a metered query when executed for an external user.
 2. The method will accept the following arguments
 - a. (optional) Internal or external user flag
 - i. This will be identified externally by the application calling the web service
 - ii. This value must be provided when a session ID is not.

- b. (optional) Session ID
 - i. This will be used to identify the session to query if sessions are being maintained for each user between calls by the calling application
 - ii. If not supplied, the method will establish a new session and automatically terminate it at the end of processing
- c. Username
 - i. This value will be used for custom history logging
 - ii. If a password is supplied, this value will be used for OnBase authentication
- d. (optional) Password
 - i. If supplied, this value will be used for OnBase authentication
 - ii. If not supplied, OnBase authentication will be via a default proxy user account defined in the service's web.config file
- e. (optional) App Server URL
 - i. If supplied, this value defines the OnBase application server to which the service will connect
 - ii. If not supplied, the service will connect to a default application server defined in the web.config file
- f. (optional) Data Source
 - i. If supplied, this value defines the OnBase data source server to which the service will connect
 - ii. If not supplied, the service will connect to a default data source defined in the web.config file
- g. Document Type or Custom Query flag
 - i. This argument defines whether the query for document retrieval will be based on OnBase document type(s) or custom query(ies)
- h. Search Type(s)
 - i. This argument will contain a list of type names or IDs for the document types or custom query types (see flag above) to be used for the query
- i. Search keywords
 - i. This argument will contain a list of keyword names or IDs paired with keyword values to be used for the query
- j. (optional) Start Date
 - i. If supplied, this will define the start date (based on OnBase document date) for the query. Documents stored before this date will not be returned.
- k. (optional) End Date
 - i. If supplied, this will define the end date (based on OnBase document date) for the query. Documents stored after this date will not be returned.
- l. (optional) Maximum Number of Documents
 - i. If supplied, this defines the maximum size of document list to return
 - ii. If not supplied, this will be controlled by a default max value stored in the web.config file

3. The method will return the following result data
 - a. List of document data objects (if successful) including
 - i. Document ID
 - ii. Document Type Name
 - iii. Document Date
 - iv. List Document Keywords by Name and Value
 - b. Meaningful error message (if unsuccessful)
- iv. Retrieve Document by ID
 1. This method will retrieve a document's file content (as a byte array) based on a selected document ID
 2. The method will accept the following arguments
 - a. (optional) Internal or external user flag
 - i. This will be identified externally by the application calling the web service
 - ii. This value must be provided when a session ID is not.
 - b. (optional) Session ID
 - i. This will be used to identify the session to query if sessions are being maintained for each user between calls by the calling application
 - ii. If not supplied, the method will establish a new session and automatically terminate it at the end of processing
 - c. Username
 - i. This value will be used for custom history logging
 - ii. If a password is supplied, this value will be used for OnBase authentication
 - d. (optional) Password
 - i. If supplied, this value will be used for OnBase authentication
 - ii. If not supplied, OnBase authentication will be via a default proxy user account defined in the service's web.config file
 - e. (optional) App Server URL
 - i. If supplied, this value defines the OnBase application server to which the service will connect
 - ii. If not supplied, the service will connect to a default application server defined in the web.config file
 - f. (optional) Data Source
 - i. If supplied, this value defines the OnBase data source server to which the service will connect
 - ii. If not supplied, the service will connect to a default data source defined in the web.config file
 - g. Document ID
 - i. This value contains the OnBase document ID to be retrieved
 3. The method will return the following result data
 - a. The document file as a byte array (if successful)
 - b. Meaningful error message (if unsuccessful)
 - v. Upload Document
 1. This method will be used to upload a new document into OnBase

2. The method will accept the following arguments
 - a. (optional) Internal or external user flag
 - i. This will be identified externally by the application calling the web service
 - ii. This value must be provided when a session ID is not.
 - b. (optional) Session ID
 - i. This will be used to identify the session to query if sessions are being maintained for each user between calls by the calling application
 - ii. If not supplied, the method will establish a new session and automatically terminate it at the end of processing
 - c. Username
 - i. This value will be used for custom history logging
 - ii. If a password is supplied, this value will be used for OnBase authentication
 - d. (optional) Password
 - i. If supplied, this value will be used for OnBase authentication
 - ii. If not supplied, OnBase authentication will be via a default proxy user account defined in the service's web.config file
 - e. (optional) App Server URL
 - i. If supplied, this value defines the OnBase application server to which the service will connect
 - ii. If not supplied, the service will connect to a default application server defined in the web.config file
 - f. (optional) Data Source
 - i. If supplied, this value defines the OnBase data source server to which the service will connect
 - ii. If not supplied, the service will connect to a default data source defined in the web.config file
 - g. Document File (as byte array)
 - i. This is the file content to be uploaded as the new document
 - h. Document type
 - i. Name or ID of document type
 - i. List of document keywords
 - i. This will contain the keywords (by name or ID and value) to store to the new document
 - j. List of document keyword groups
 - i. This will contain a list of objects containing:
 1. Keyword group identifier
 2. List of keywords in the group by name or ID and value
 - k. (optional) Document Date
 - i. If supplied, this will overwrite the document date.
 - ii. If not supplied, the current date will be used
3. The method will return the following result data
 - a. Document ID of the new document (if successful)
 - b. Meaningful error message (if unsuccessful)

vi. Update Existing Document by ID

1. This method will allow modification of a specified existing document's keywords and/or the upload of a new file revision.
2. The method will accept the following arguments
 - a. (optional) Internal or external user flag
 - i. This will be identified externally by the application calling the web service
 - ii. This value must be provided when a session ID is not.
 - b. (optional) Session ID
 - i. This will be used to identify the session to query if sessions are being maintained for each user between calls by the calling application
 - ii. If not supplied, the method will establish a new session and automatically terminate it at the end of processing
 - c. Username
 - i. This value will be used for custom history logging
 - ii. If a password is supplied, this value will be used for OnBase authentication
 - d. (optional) Password
 - i. If supplied, this value will be used for OnBase authentication
 - ii. If not supplied, OnBase authentication will be via a default proxy user account defined in the service's web.config file
 - e. (optional) App Server URL
 - i. If supplied, this value defines the OnBase application server to which the service will connect
 - ii. If not supplied, the service will connect to a default application server defined in the web.config file
 - f. (optional) Data Source
 - i. If supplied, this value defines the OnBase data source server to which the service will connect
 - ii. If not supplied, the service will connect to a default data source defined in the web.config file
 - g. Document ID
 - i. ID (handle) of the document to be updated
 - h. (optional) Document Type
 - i. If supplied, the document will be re-indexed to this document type (name or ID)
 - i. (optional) List of document keywords
 - i. This will contain the keywords (by name or ID and value) to store to the new document
 - j. (optional) List of document keyword groups
 - i. This will contain a list of objects containing:
 1. Keyword group identifier
 2. List of keywords in the group by name or ID and value
 - k. (optional) Document Date
 - i. If supplied, this will overwrite the document date
 - l. Overwrite Flag
 - i. If set true, stand-alone keywords will overwrite existing values on the document

- ii. If false, new values will be added, but existing values will be retained
 - m. (optional) Document File (as byte array)
 - i. This is the file content to be uploaded as the new document revision
 - Note: Requires that the document type support revisions
 - 3. The method will return the following result data
 - a. Document ID of the updated document (if successful)
 - b. Meaningful error message (if unsuccessful)
- vii. Delete Existing Document by ID
- 1. This method will delete a specified existing document
 - 2. The method will accept the following arguments
 - a. (optional) Internal or external user flag
 - i. This will be identified externally by the application calling the web service
 - ii. This value must be provided when a session ID is not.
 - b. (optional) Session ID
 - i. This will be used to identify the session to query if sessions are being maintained for each user between calls by the calling application
 - ii. If not supplied, the method will establish a new session and automatically terminate it at the end of processing
 - c. Username
 - i. This value will be used for custom history logging
 - ii. If a password is supplied, this value will be used for OnBase authentication
 - d. (optional) Password
 - i. If supplied, this value will be used for OnBase authentication
 - ii. If not supplied, OnBase authentication will be via a default proxy user account defined in the service's web.config file
 - e. (optional) App Server URL
 - i. If supplied, this value defines the OnBase application server to which the service will connect
 - ii. If not supplied, the service will connect to a default application server defined in the web.config file
 - f. (optional) Data Source
 - i. If supplied, this value defines the OnBase data source server to which the service will connect
 - ii. If not supplied, the service will connect to a default data source defined in the web.config file
 - g. List of Document ID
 - i. The ID (handle) of the document(s) to be deleted
 - 3. The method will return the following result data
 - a. Document IDs of the deleted documents (if successful)
 - b. Meaningful error message (if unsuccessful)

The scope of this initiative will be limited to DataBank performing the following activities:

Activity	Description
Discovery	<ul style="list-style-type: none"> ▪ Comprehensive Solution / Project Discovery
Implementation	<ul style="list-style-type: none"> ▪ Development (Web Service and Retrieve Methods) <ul style="list-style-type: none"> ○ Solution Design ○ Solution Development ▪ Deployment and Testing (Web Service and Retrieve Methods) <ul style="list-style-type: none"> ○ Solution Deployment ○ End-to-End Solution Testing
Implementation (cont.)	<ul style="list-style-type: none"> ▪ Development (Upload, Update, and Delete Methods) <ul style="list-style-type: none"> ○ Solution Design ○ Solution Development ▪ Deployment and Testing (Upload, Update, and Delete Methods) <ul style="list-style-type: none"> ○ Solution Deployment ○ End-to-End Solution Testing ○ Code modifications as necessary during testing ▪ Documentation <ul style="list-style-type: none"> ○ Create and deliver documentation of solution ▪ Training <ul style="list-style-type: none"> ○ End user training, if applicable ○ Admin training ▪ Support <ul style="list-style-type: none"> ○ Transition to support
Project Management	<ul style="list-style-type: none"> ▪ Set up the project in the internal PSA system ▪ Coordinate DataBank technical team personnel and schedules ▪ DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Client ▪ Ongoing planning and coordination ▪ Lead weekly status meetings with the project team ▪ Preparation of weekly status reports ▪ Status reporting to Client project manager ▪ Project Plan management ▪ Close management on project scope and limitation of change order requests

The following items have been discussed but are considered **out of scope** for this project:

Activity	Description
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.



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Activity	Description
Activities not listed	Activities not listed in the in-scope statement will require a change order.

Compensation and Payment Schedule

DataBank will charge and bill services fees to Client for the Professional Services provided under this SOW in the following manner:

1. Time and Materials will be billed semi-monthly

Other than when payment terms are specifically delineated in a Master Services Agreement, Client agrees to pay for all services and products within thirty (30) days of receipt of an invoice from DataBank.

Pricing Breakdown

Professional Services Fees (Estimate) – Time and Materials

Professional Services below are being proposed under OSAM Document Solutions, Inc.’s GSA Schedule #GS-35F-057AA. OSAM Document Solutions, Inc. is a fully owned subsidiary of DataBank IMX. OSAM holds DataBank’s Schedule 70 GSA Contract.

Phase	Hours	Rate	Total Estimate
Discovery	2.0	\$211.96	\$423.92
Implementation	78.0	\$211.96	\$16,532.88
Project Management	16.0	\$149.62	\$2,393.92
Grand Total	96.0	N/A	\$19,350.72

All estimates of fees or time required to complete the project are **approximations** of the anticipated amount of time needed to complete the project. Client will be invoiced based on the amount of time actually required to complete the project, not to exceed an additional \$4,027.24 (19 hours at \$211.96).

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank’s change order process.

Ordering Information:

Orders should be addressed to the below. Also, please email a copy to kwill@databankimx.com:

OSAM Document Solutions, Inc.
 Attn: Kathy Will
 3520 North 16th Street
 Phoenix, AZ 85016



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Services Rendered and Timeline Estimation

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

Travel & Expense Policy

All work will be performed remotely. If any on-site presence is needed for this project, travel and expenses will be required and such will be subject to the change order process before the on-site work is scheduled.

Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:

1. Work is being performed in the same time zone as DataBank Headquarters (EST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
2. Work is being performed in a different time zone other than that of DataBank Headquarters (EST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of standard business hours. DataBank will only charge a premium when Client has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

Change Order Policy

Change orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if the schedule changes from the defined schedule in this SOW, or project assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Purchase orders will be required for all mutually agreed upon billable changes. Any change orders that are agreed upon during the deployment phase can affect the project schedule. The project schedule will be updated and approved by Client as part of the change order process.

Non-Solicitation of Employee(s) Policy

The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliate to terminate their employment or engagement. Each party shall not, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current Client or an affiliate or any prospective Clients made known to it by the other party for any business relating to in anyway, the business of the party or otherwise interfere with the business relations between the party and any such Clients.

11. Intellectual Property

DataBank agrees to provide source code for custom development created for the Client for the purpose of security analysis and for internal use in the event that DataBank ceases doing business. The following sections clarify the ownership and acceptable use of source code and DataBank Intellectual Property.

1. Intellectual property created, made, originated, purchased or licensed by DataBank for the purpose of performing services shall be the sole and exclusive property of DataBank except as DataBank may voluntarily choose to transfer such property, in full or in part. DataBank will not provide specific demonstration, manuals or training which covers the creation or use of any intellectual property used

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to complete the services described herein. It is against the law to copy the technology except as specifically allowed by the technology license agreement, or without the expressed written consent of DataBank. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden.

Documentation created by DataBank about performed services shall remain the property of DataBank. The Client shall be permitted to use any documentation or reporting for internal instructional, educational, and administrative purposes.

2. This agreement does not provide the Client with rights of any kind nor access to DataBank created and owned intellectual Property which exists as a licensed software product. Purchasing and licensing of DataBank products and the associated rights are governed by a separate End User License Agreement.
3. Intellectual Property created for the Client as a service at the request of the Client shall be provided with licensing rights necessary for the use and implementation of any program or data created by DataBank within the Client internal environment. This will include the right to receive and analyze source code for security purposes and to retain the code internally. The Client will not be licensed for the sale or re-distribution of custom developed intellectual property. DataBank shall retain exclusive property ownership including, without limitation, intellectual property rights, all drawings, reports and other documents, source code and other information and materials (whether in tangible or intangible form) created by DataBank as a result of performing the service of custom code and custom solution development.

If DataBank ceases to operate as a business entity, all rights otherwise reserved to DataBank relating to Intellectual Property created for the Client as a service at the request of the Client shall transfer to the Client including, without limitation, intellectual property rights, all drawings, reports and other documents, source code and other information and materials (whether in tangible or intangible form) created by DataBank as a result of performing the service of custom code and custom solution development.

4. This Agreement shall survive the termination of this Agreement until the Intellectual Property no longer qualifies as a trade secret or until DataBank sends the Client written notice releasing the Client from this Agreement, whichever occurs first.

Required Documentation

The following documents are required prior to DataBank scheduling the start of the project and prior to any work being performed.

1. Purchase Order
2. Signed Statement of Work

Client Responsibilities

Client agrees that the following actions and project requirements will be solely owned and completed/provided by Client staff and Client resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Client responsibilities not provided during the project will result in a change order to account for increased project schedule, increase resource expenses, and increased operating expenses.

1.1 Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.

1. All applicable system servers are installed, tested, and properly working.
2. All applicable operating software is installed, tested, and working properly.
3. A network account with appropriate rights to the network and hardware is set up and made available to DataBank for remote work.
4. Client will purchase the below OnBase Licenses for this project (separate quote provided):
 - i. Unity Integration Toolkit
 - ii. SQL Query Block(s) - external users
 - iii. OnBase Client Licenses – internal users
5. Client will download all applicable OnBase software and place the software in a directory on the server(s) it will be installed on.
6. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
7. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
8. Client will assign a project manager or lead resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.
9. This project requires the following OnBase licenses (not included in scope):
 - a. Unity Integration Toolkit
 - b. Sufficient Concurrent Client licenses for internal user load
 - c. Sufficient Query Blocks for external user load
 - d. If adding document revisions, EDM Services will be required

1.2 Required During Project

Client will provide the following during the project:

1. Client will maintain and keep available all line items listed as requirements prior to project start.
2. Client will manage/schedule its own resources during the project.
3. Client will test the deployed solution.
4. Client will document all issues/change requests as part of the Client testing process.

Project Assumptions

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank project manager as a project risk. A change order will be required for any variables that do not match the project assumptions and that impact the project deliverables, project schedule or project expenses.

1. DataBank resources will schedule a kickoff call within two (2) weeks after both parties sign this SOW.
2. A schedule will be presented during the kickoff call. This schedule will be updated after discovery is complete. If Client delays lead to gaps of more than five (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of the Client.
3. All DataBank integrations proposed / delivered in this engagement will be architected based on the current version and configuration of the systems that are connected by this integration. Any plan to

upgrade or change the configuration of any component of the integrated systems will require a review by DataBank to ensure the integrity of the integration. Client should contact their DataBank account manager to have this integration reviewed and updated if required. This will ensure the continued success of the Client's solution.

- 4. Identification of external/internal users must occur in the external application before calling the web service. If actual user differentiation must occur in this project, additional development would be required, necessitating a change order for additional time.**
5. DataBank will manage/schedule its own resources during the project.
6. Both parties will attend up to one (1) project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties. Additional project status requirements are subject to applicable project management fees.
7. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
8. Client has up to 15 days from the Go-Live Date to "Accept" the deployed solution. In the absence of documented exceptions or a signed Work Acceptance document, the solution will be deemed accepted and the project will be closed 15-days subsequent to delivery of the Acceptance document. The go-live date will be set and documented by the DataBank project manager and agreed upon by Client prior to performing Production Deployment as defined in the Scope of Services section in this SOW.
9. After the solution goes live, DataBank will coordinate a "handoff to support". Any issues identified after this handoff will be treated as support issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.
10. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Client is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
11. DataBank resources will perform work unimpeded by Client staff monitoring, shadowing, or Client driven remote technology where DataBank resources are limited by client staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.
12. Change orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase orders will be required for all mutually agreed upon billable changes.
13. Any change orders that are agreed upon during the deployment phase can affect the project schedule. The project schedule will be updated and approved by Client as part of the change order process.

Binding Effects and Agreements

This SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.



Statement of Work

Acceptance of SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 60 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX

Florida Housing Finance Corporation

Company Name ("DataBank")

Company Name ("Client")

DocuSigned by:

Kendra Deutsch

DD683B31E2FC4AA...

By (Signature)

By (Signature)

Kendra Deutsch

Hugh A. Brown / General Counsel

Printed Name and Title

Printed Name and Title

620 Freedom Business Center, Suite 120

227 N. Bronough St., Suite 5000
Tallahassee, FL 32301

Address

Address

King of Prussia, PA 19406

City, State, Zip

City, State, Zip

5/15/2019

5/15/19

Dated

Dated

