

**AuditBoard, Inc.**  
**Order Form**

**AuditBoard, Inc.**  
12900 Park Plaza Dr.  
Suite 200  
Cerritos, CA 90703  
www.auditboard.com  
("AuditBoard")

**Florida Housing Finance Corporation**  
227 N Bronough Street  
# 5000  
Tallahassee, FL 32301  
USA

Justin.Evans@floridahousing.org  
Justin Evans, Director of Internal Audit

PO Required?  If yes, PO #: [ \_\_\_\_\_ ]  
("Customer")

<b>Table 1: Subscription Fees</b>							
PRODUCT	INCLUDED USE	List Price	Discount	ANNUAL FEE	YEAR 1 FEES	YEAR 2 FEES	YEAR 3 FEES
OpsAudit	65 Audits	\$28,000	\$7,000	\$21,000	\$21,000	\$21,000	\$21,000
WorkStream	Unlimited Users	Included	\$0	\$0	\$0	\$0	\$0
ABI	Standard Dashboards	\$2,500	\$0	\$2,500	\$2,500	\$2,500	\$2,500
<b>Annual Subscription Fees Subtotal</b>				<b>\$23,500</b>	<b>\$23,500</b>	<b>\$23,500</b>	<b>\$23,500</b>
<b>One-time fee for Implementation Services</b>				<b>\$5,000</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Total</b>				<b>\$28,500</b>	<b>\$28,500</b>	<b>\$23,500</b>	<b>\$23,500</b>

If Customer exceeds its Included Use for the AuditBoard products listed in Table 1 above, Customer shall pay the following incremental fees:

<b>Table 2: Incremental Subscription Fees</b>	
PRODUCT	TIERS PER UNIT
OpsAudit	\$2,300 for every additional 15 Audits

**A. TERMS OF YOUR ORDER**  
**1. Agreement**

THIS ORDER FORM (this "Order") is part of that certain Subscription Agreement entered into between AuditBoard and Customer (collectively, the "Agreement") and is subject to and governed by the terms and conditions contained therein. The Agreement constitutes the entire agreement between AuditBoard and Customer governing the Services to the exclusion of all other terms. If there is a conflict between the terms of this Order and the Subscription Agreement, the Order shall govern. Customer is authorized to use and access the AuditBoard products included in Table 1 solely during the Term in the quantities listed in Table 1 ("Included Use"). This Order shall be considered confidential (including, without limitation, the pricing terms contained herein).

## 2. Effective Date

The effective date shall be January 1, 2020 or the date that the Florida Department of State has accepted AuditBoard's registration as a foreign corporation and is placed in Active status, whichever occurs last. (the "Effective Date").

## 3. Term

The term of this Order shall be three (3) years from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, this Order will thereafter renew for a term of one (1) year on each subsequent anniversary of the Effective Date (each a "Renewal Term" and collectively, with the Initial Term, the "Term") unless Customer provides written notice of its intent not to renew the Order at least sixty (60) days prior to the end of the then-current Term..

## 4. Currency

USD

## 5. Invoice and Payment Terms

DESCRIPTION	PAYMENT TERMS	INVOICE DATE	AMOUNT (USD)
Implementation Services	Net 0	Effective Date	\$5,000
Year 1 Subscription Fees	Net 30	Effective Date	\$23,500
Year 2 Subscription Fees	Net 30	Effective Date + 1 Year	\$23,500
Year 3 Subscription Fees	Net 30	Effective Date + 2 Years	\$23,500
<b>Total</b>			<b>\$75,500</b>

## B. Additional Terms

### 1. Fees and Innovation Index

The Implementation Services (as defined in the Agreement) will be performed for the flat fee(s) listed in this Order, plus Customer's reimbursement of AuditBoard for travel expenses related to on-site activities. Customer is responsible for paying the fees specified in this Order, or elsewhere, whether or not Customer fully utilizes (or utilizes at all) the Controls, Audits or Users included in its subscription within the time period specified above. The number of Controls and Audits (each, as applicable) will be verified by AuditBoard annually at each anniversary of the Effective Date. AuditBoard reserves the right to modify Subscription Fees and to introduce new fees prior to the commencement of any Renewal Term by providing written notice prior to such Renewal Term; provided, however, that any such fee increase shall not exceed eight percent (8%) of the fees for the relevant Services in the immediately prior year (the "Innovation Index"). AuditBoard's Innovation Index is designed to directly fund continued advancements and improvements in the Service which may not be reflected in the fees for Customer's then-current term.

### 2. Publicity

Customer hereby grants AuditBoard the right to use Customer's name and/or logo in AuditBoard's marketing materials and on its website.

In witness whereof, the Parties have executed this Order as of the date set forth below:



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SIGNED  
12 / 23 / 2019

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DATED  
**AUDITBOARD, INC.**

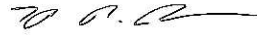
Tina Yeh

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NAME  
  
Senior Director of Operations

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TITLE



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SIGNED  
12 / 23 / 2019

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DATED  
**FLORIDA HOUSING FINANCE CORPORATION**

Hugh R. Brown

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NAME  
  
General Counsel

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TITLE

**AuditBoard, Inc.**  
**Subscription Agreement**

THIS SUBSCRIPTION AGREEMENT is entered into between AuditBoard and Customer (as designated below) as of the Effective Date (defined below). This Agreement includes and is subject to the following terms and conditions. AuditBoard and Customer may be collectively or individually referred to as the "Parties" or "Party" below.

**TERMS AND CONDITIONS**

**1. DEFINITIONS.** The following definitions shall apply as used in the Terms and Conditions:

- "Agreement" means the Subscription Agreement, the attached Exhibits, and any associated Order.
- "Audit" means a project created by Customer within the Service's OpsAudit module during a given Year consisting of one or more work steps.
- "AuditBoard" means AuditBoard, Inc., a Delaware corporation with a place of business at 12900 Park Plaza Drive, Suite 200, Cerritos, CA 90703.
- "Control" means, collectively, Tested Controls and Non-Tested Controls.
- "Customer Data" means (i) all data and other information supplied by or on behalf of Customer for the Service, and (ii) all data or other information created by AuditBoard, through the Service or otherwise, from any data or other information supplied by or on behalf of Customer for the Service.
- "Key Report" means a report, spreadsheet or any other information or evidence provided by Customer that is separately tested within the Service.
- "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- "Non-Tested Control" means having the ability to only document control information and control test information on a single control page within the Service.
- "Service" means the services AuditBoard makes available through the website fhfc.auditboardapp.com, including the website, and any audio or visual information, documents, text, images, data or other software or services offered by AuditBoard in connection therewith. The AuditBoard platform includes a suite of products including SOXHUB, WorkStream, OpsAudit, ERM and such other products as may be made available from time to time, however the Service only includes those products included on an active Order between Customer and AuditBoard.
- "Tested Control" means having the ability to document control information, control test information, and control testing results on a single control page within the Service.
- "User" or "Users" means the Customer (as identified in the first page of the Order) or Customer's employees who are authorized to use the Service and have been supplied User identifications and passwords by Customer (or by AuditBoard at Customer's request).
- "Year" means each twelve (12) month period during the Term, with Year 1 commencing on the Effective Date and each Year thereafter commencing on the subsequent anniversary of the Effective Date.

**2. LIMITED USER ACCESS.**

- 2.1** AuditBoard hereby grants Customer a non-transferable, non-exclusive, non-assignable right to use and access the Service, solely for Customer's own internal business purposes and subject to this Agreement. All rights not expressly granted to Customer are reserved by AuditBoard and its licensors. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make any part of the Service available to any third party; (ii) modify or make derivative works based upon any part of the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any part of the Service on any server or wireless or Internet-based device; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) provide any protected health information (as defined under the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act, both as amended, including their implementing regulations promulgated at 45 C.F.R. Parts 160 and 164), payment card information, or information relating to identified or identifiable individuals other than Users; (vi) attempt to gain



unauthorized access to the Service or its related systems or networks; (vii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service; or (viii) share login credentials between more than one individual User (collectively, the "Usage Restrictions"). The right to use and access may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

- 2.2** Customer understands and agrees that the Service is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Customer is responsible for determining if the Service meets Customer's needs with regard to the data and information Customer intends to load into the Service. Customer will not transfer any information from outside the United States to or by using the Service unless Customer and AuditBoard have mutually agreed in writing that AuditBoard can accept such data or information and Customer and AuditBoard have first executed EU model clauses or other agreed applicable and appropriate cross-border transfer mechanism documents.
- 2.3** Customer acknowledges and understands that, as between the Parties, AuditBoard is the sole owner of all rights, title and interest in and to the Service, including, without limitation, all Intellectual Property Rights therein and Customer shall have no rights, title or interest therein or thereto other than the limited right to use and access expressly set forth herein. Customer understands that AuditBoard considers the Service to be a trade secret.
- 2.4** AuditBoard acknowledges and understands that, as between the Parties, Customer is the sole owner of all rights, title and interest in and to the Customer Data, including, without limitation, all Intellectual Property Rights therein, provided that Customer hereby grants AuditBoard a limited license to use, copy and store Customer Data in order to perform the Services.
- 3. OWNERSHIP OF DEVELOPED MATERIALS.** All materials developed by AuditBoard that are related to or comprise the Service, including but not limited to, all software modifications, customizations, developments, specifications, updates and upgrades, derivative works, or other materials based on the Service (whether or not developed by or for Customer) (collectively "Materials"), shall be and remain the property of AuditBoard, and Customer shall not obtain any rights or interest therein. Customer hereby grants, assigns and conveys to AuditBoard all rights, title and interest in and to the Materials, including all Intellectual Property Rights therein or thereto, provided that Customer does not transfer any rights in Customer Data to AuditBoard.
- 4. TAXES AND FEES.** Customer shall be responsible for and shall bear all applicable sales, use, excise, personal property and value added taxes, or taxes of a similar nature imposed by any federal, state, provincial, or local government, or other taxing authority on all items, goods and/or services being paid for by Customer to AuditBoard under this Agreement. The Parties shall cooperate with each other to minimize any applicable sales, use, value added, withholding or similar tax and, in connection therewith, the Parties shall provide each other with any relevant tax information as reasonably requested (including, without limitation, resale or exemption certificates, multi-state exemption certificates, value added tax numbers, information concerning the use of assets, materials and notices of assessments). Customer is solely responsible for paying all taxes and government charges. To the fullest extent permitted by law, refunds (if any) are at the discretion of AuditBoard. Nothing in this Agreement requires AuditBoard to extend credit to any party. An interest rate of 1.5% per month will be assessed on overdue invoices. AuditBoard reserves the right to discontinue the provision of the Service to Customer upon thirty (30) days' notice for overdue payments.
- 5. RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES.**
- 5.1** By signing the Subscription Agreement and agreeing to its terms, Customer represents and warrants that Customer has the legal power and authority to enter into this Agreement (including on behalf of the business entity for whom Customer is an agent, employee or representative). Customer represents and warrants that Customer has not falsely identified itself nor provided any false information to gain access to the Service.
- 5.2** Without prejudice to any other right or remedy available to Customer, AuditBoard represents and warrants to Customer that: (a) AuditBoard has the requisite power and authority to enter into and perform the terms of this Agreement that no further authority or approval is necessary, that the person executing this Agreement on its behalf has the full right and authority to fully commit and bind AuditBoard and that this Agreement constitutes the valid and binding obligation of AuditBoard, enforceable in accordance with its terms; and (b) the Service and the performance thereof shall comply with applicable local, state, national, and foreign laws, treaties and regulations. AuditBoard will use commercially reasonable



efforts to provide the Services in a good and workmanlike manner in accordance with the sound and prudent practices of providers of similar services.

**5.3** Customer is solely responsible for all use of Customer's User accounts and agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Customer agrees to provide AuditBoard with complete and accurate billing and contact information. This information includes Customer's legal company or individual name, street address, e-mail address, and name and telephone number of an authorized billing contact or credit card holder. Customer agrees to update this information within thirty (30) days of any change to it. If the contact information Customer has provided is false or fraudulent, AuditBoard reserves the right to terminate Customer's access to the Service in addition to resorting to any other legal remedies. Customer shall: (i) notify AuditBoard immediately of any unauthorized use of any user account or any other known or suspected breach of security; (ii) report to AuditBoard immediately and use reasonable efforts to immediately stop any copying or distribution of any part of the Service that is known or suspected by Customer or Customer's Users; and (iii) not impersonate another AuditBoard Service User or provide false identity information to gain access to or use the Service.

## **6. INTELLECTUAL PROPERTY.**

**6.1** AuditBoard alone (and its licensors, where applicable) owns all rights, title and interest, including all related Intellectual Property Rights, in and to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or the Intellectual Property Rights owned by AuditBoard. The AuditBoard name, the AuditBoard logo, and the product names associated with the Service are trademarks of AuditBoard or third parties, and no right or license is granted to use them.

**6.2** Customer may choose to, or AuditBoard may invite Customer to, submit comments or ideas about the Service, including, without limitation, about how to improve the Service or AUDITBOARD's products ("Ideas"). By submitting any Idea through any means including but not limited to e-mail, phone conversations, written communications or in person communication, Customer agrees that Customer's disclosure is gratuitous, unsolicited and without restriction and will not place AuditBoard under any fiduciary or other obligation, and that AuditBoard is free to use the Idea without any additional compensation to Customer, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

**6.3** In providing the Service, AuditBoard utilizes the services of Microsoft Corporation and Amazon Web Services, Inc. to provide certain cloud-based hosting services ("Cloud Hosting Providers"). AuditBoard and its Cloud Hosting Providers may record and collect information related to account activity (e.g. standard web analytics, which includes but is not limited to latency, packet size, hops, and source destination) in the course of providing the Services, but may only use such information for internal business purposes (including, but not limited to, improving the services and/or fulfilling its rights and obligations under this Agreement). Any such recorded or collected information is anonymized and aggregated and remains subject to Section 11.

**7. MAINTENANCE, SUPPORT AND IMPLEMENTATION.** AuditBoard agrees to provide Implementation Services in accordance with Exhibit A. Unless otherwise agreed by the parties, the Implementation Services will commence promptly upon Customer's execution of this Agreement. Upon completion of the Implementation Services, AuditBoard agrees to provide updates, upgrades, corrections and enhancements covering common functional and performance issues as AuditBoard deems appropriate. AuditBoard will provide the Service in accordance with the Service Level Agreement attached hereto as Exhibit B. Any other services by AuditBoard shall be provided only under a separate written agreement between Customer and AuditBoard.

**8. TERM AND TERMINATION.** The Agreement shall remain in full force and effect for a period of three years, unless terminated earlier. AuditBoard reserves the right to immediately suspend any User account or right to use and access the Service for breach of the Usage Restrictions or any payment obligations contained herein. In all other circumstances, either Party may terminate this Agreement or the relevant Order for a material breach by the other Party that is not cured within thirty (30) days after written notice of such material breach.

## **9. DISCLAIMER.**

**9.1** WITH THE EXCEPTION OF THE REPRESENTATIONS SET FORTH IN THE SERVICE LEVEL AGREEMENT ATTACHED HERETO AS EXHIBIT B AND INCORPORATED HEREIN BY REFERENCE, AUDITBOARD AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY WHATSOEVER AND DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY



INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**9.2** THE SERVICE IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND RISKS, FOR ITSELF AND ALL USERS, REGARDING: (I) ALL DATA AND INFORMATION COLLECTED, USED OR INCLUDED IN OR PROCESSED, ACCESSED OR STORED WITH THE SERVICE; (II) THE PREPARATION, ACCURACY, REVIEW AND USE OF RESULTS OBTAINED THROUGH USE OF THE SERVICE, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE SERVICE. AUDITBOARD AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE AND ARE NOT RESPONSIBLE FOR HOW THE SERVICE IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE SERVICE AND ANY DECISIONS THE CUSTOMER MAY MAKE BASED ON THE CUSTOMER'S USAGE OF THE SERVICE.

## **10. INDEMNIFICATION.**

**10.1** AuditBoard shall indemnify and hold Customer and Customer's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes a third-party copyright, U.S. patent issued as of the Effective Date or a trademark, provided that Customer: (a) promptly give written notice of the claim to AuditBoard; (b) give AuditBoard sole control of the defense and settlement of the claim (provided that AuditBoard may not settle any claim unless it unconditionally releases Customer of all liability); (c) provide to AuditBoard all available information and assistance; and (d) have not compromised or settled such claim. AuditBoard shall have no indemnification obligation and Customer shall indemnify AuditBoard pursuant to this Agreement for claims arising from any infringement arising from the combination of the Service with any of Customer's products, service, hardware or business process(es).

**10.2** To the extent allowable by s. 768.28, Fla. Stat., Customer shall indemnify and hold AuditBoard, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Service infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer of Customer's representations and warranties; or (iii) a claim arising from the breach or alleged breach by Customer or Customer's Users of this Agreement, provided in any such case that AuditBoard (a) promptly gives written notice of the claim to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases AuditBoard of all liability and such settlement does not affect AUDITBOARD's business or the Service); (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such claim.

**11. CONFIDENTIALITY.** AuditBoard understands they are subject to the provisions of Chapter 119, Fla. Stat., and agrees that any information or data disclosed by Customer that a reasonable person under similar circumstances would consider confidential in nature, including, without limitation, all Customer Data, is Customer's "Confidential Information". Customer agrees to maintain AuditBoard's confidential information, including any trade secrets, to the extent allowable by law. The Parties' confidential information are hereafter collectively referred to as "Confidential Information." The Parties agree to use the same care and discretion to protect Confidential Information of the other Party as it employs with similar information of its own (but in no event less than reasonable care). Each Party may only disclose Confidential Information of the other Party to its employees who have a need to know; provided that, prior to such disclosure, the disclosing Party requires that each such employee understands and agrees to the restrictions on use and disclosure of Confidential Information set forth herein. Neither Party may disclose, copy, sell, assign, lease, rent or otherwise transfer Confidential Information to any third party without the prior written consent of the other Party. Each Party agrees that any actual or threatened use or disclosure of Confidential Information by the other Party in a manner inconsistent with this Agreement may cause the owner irreparable damage for which remedies other than injunctive relief might be inadequate, and the disclosing Party agrees that the owner may seek injunctive or other equitable relief restraining such prohibited use or disclosure.

**12. LIMITATION OF LIABILITY.** EXCEPT IN THE EVENT OF A BREACH OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL AUDITBOARD'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE RELEVANT ORDER DURING THE

TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL AUDITBOARD OR ITS LICENSORS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OR IN ANY WAY CONNECTED WITH THIS SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF AUDITBOARD HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 12, AUDITBOARD'S MAXIMUM AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100,000. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental, consequential or certain other types of damages, and to that extent, the exclusions set forth above may not apply to Customer.

### **13. MISCELLANEOUS.**

- 13.1** Customer agrees that AuditBoard is acting as an independent contractor in the performance of all services provided hereunder and no joint venture, partnership, employment, or agency relationship exists between Customer and AuditBoard.
- 13.2** This is the entire Agreement of the parties relating to this subject and it supersedes all other commitments, negotiations and understandings. This Agreement cannot be amended except by a writing signed by both Parties. This Agreement cannot be assigned without written consent of the non-assigning party, except that either Party may assign this Agreement (a) to an acquirer of substantially all of that party's assets, stock or business by sale, merger or otherwise or (b) to a corporate affiliate. Sections 2-6 and 9-12 will survive expiration or termination. Any claims (in court or arbitration) must be brought in the initiating Party's individual capacity and not as a plaintiff or member in any class action or other similar proceeding.
- 13.3** Except for payment obligations, neither Party will be liable to the other for any delays or failure in performance of any obligation under this Agreement in the event of and for so long as the performance of any such obligation is prevented or delayed by any cause beyond the reasonable control of such party, provided that the Party prevented or delayed from performance immediately notifies the other Party of such disability and resumes performance as soon as possible following removal of the disability.
- 13.4** This Agreement is made in and shall be governed by the laws of the State of Delaware without reference to conflicts of laws.
- 13.5** Any action arising under or related to this Agreement will be resolved in the state or federal courts (and the parties hereby consent to personal jurisdiction) in the County of New Castle, Delaware. The prevailing Party is entitled to recover all reasonable fees, costs and expenses of enforcing its rights, including reasonable attorneys' fees.
- 13.6** No third party is intended to be, and no third party shall be, a third party beneficiary of this Agreement.
- 13.7** Multiple signature pages, signatures delivered via pdf copy or fax, and electronic signatures will all constitute originals and together constitute the same instrument.
- 13.8** Any notice required under this Agreement shall be mailed, postage prepaid, to the post office address on record with the Customer or given by email or other means of electronic communication, and shall be deemed sent upon such mailing, email or electronic communication.



In witness whereof, the Parties have executed this Subscription Agreement as of the date set forth below:



SIGNED  
12 / 23 / 2019

DATED

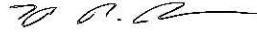
**AUDITBOARD, INC.**

Tina Yeh

NAME

Senior Director of Operations

TITLE



SIGNED  
12 / 23 / 2019

DATED

**FLORIDA HOUSING FINANCE CORPORATION**

Hugh R. Brown

NAME

General Counsel

TITLE

## EXHIBIT A

### IMPLEMENTATION SERVICES

AuditBoard's Customer Advisory Services team ("CAS") will help Customer implement the Service which will include only the module(s) included in any Orders that are active as of the Effective Date of the Agreement (the "Implementation Services")

#### **Customer Responsibilities:**

- Customer will provide a single, named "Trusted Agent" no later than the project kick off who will serve as the main point of contact for AuditBoard for the Implementation Services and will respond to inquiries from AuditBoard under this Exhibit A within five (5) business days of receipt.
- Provide materials required for AuditBoard to deliver the Implementation Services in a timely manner, including all data that it wishes to be uploaded into the Service in a single batch, in a Microsoft Office compatible and editable format, including only the current year's control data, and in accordance with the timeline as provided by AuditBoard as a part of the project kick-off and any other materials as reasonably requested by AuditBoard.
- Cover any reasonable travel incurred by AuditBoard, including one (1) visit by AuditBoard personnel to a customer designated site as mutually agreed by the parties for the Implementation Services.
- Upon request by AuditBoard, confirm in writing that the services have been completed satisfactorily, and the Implementation Services have been completed as of such date (the "Go-Live Date").

#### **AUDITBOARD Responsibilities:**

- Provide a virtual venue and access through a secure AuditBoard site for the transfer of in-scope Customer data.
- Implement the in-scope modules in accordance with AuditBoard's standard process.
- Conduct one (1) design session to gather requirements and determine structure and configuration of the Service.
- Make a one-time modification to the Service based on reasonable Customer feedback provided promptly after the design session detailed above.
- Conduct one (1) training session for each module included in the Implementation Services.
- Configure the service to include AuditBoard's standard features as of the Effective Date of the Agreement.
- Resolve standard defects and respond generally to inquiries prior to the Go-Live Date.

#### **Assumptions:**

- The Implementation Services only include, and AuditBoard will only perform, the services explicitly listed herein. Any additional services (including but not limited to additional data loads, trainings, custom reports or changes to the Service after the Go-Live Date) will be subject to AuditBoard's standard change request process and result in a corresponding additional cost to Customer
- AuditBoard will only implement the number of Controls or Audits included in Customer's Annual Subscription Fees as of the Effective Date of the Agreement.
- In the absence of feedback provided by Customer on deliverables within five (5) business days, the related deliverable will be considered final and no longer subject to change, or, in the case of the Go-Live Date, the Go-Live Date will be deemed to have occurred.

#### **Estimated Timeframe:**

AuditBoard estimates that the Implementation Services will be complete in or about 6 weeks per module. Failure by Customer to perform any of its responsibilities listed herein or modifications to AuditBoard's responsibilities or the assumptions listed above may result in delays to the Go-Live Date.



## EXHIBIT B

### SERVICE LEVEL AGREEMENT

This Service Level Agreement is subject to the Agreement and is only effective after Customer's Go-Live Date. For clarity, this Service Level Agreement applies only to production environments and does not apply to sandbox environments.

#### I. SOFTWARE AVAILABILITY

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond AuditBoard's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and AuditBoard's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, AuditBoard will credit Customer 1/365 of the Annual Fee for the relevant product(s) set forth in the applicable Order; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to AuditBoard) recognizes that downtime is taking place and continues until the availability of the Service is restored. In order to receive downtime credit, Customer must notify AuditBoard in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of fees for the applicable product(s) in any one (1) calendar month in any event. AuditBoard's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of AuditBoard to provide adequate service levels under this Agreement.

#### II. SUPPORT ADDENDUM

This Support Addendum sets out what levels of support the Customer can expect to receive for the term of the Agreement as well as the procedures should a "defect" occur.

##### a. CONTACT

Customer may contact AuditBoard by phone, email, or through the Service as set forth below. Any requests submitted to AuditBoard by a method not listed in this section (a) will not be subject the response times set forth below.

**Phone:** +1.877.769.5444, press Option #2 for Support

**Email:** [support@auditboard.com](mailto:support@auditboard.com)

**In App:** The Help Center, including the ability to submit a support request are accessible within the Service itself.

##### b. GENERAL QUERIES

AuditBoard endeavors to respond to all general queries about the application within one (1) business day. AuditBoard endeavors to fulfill configuration requests that are supported by the application within 10 business days. All other queries and requests will be handled in accordance with Section II.c below.

##### c. SUPPORT INCIDENT RESPONSE TIME

AuditBoard's policy is to respond to all errors or outages in accordance with the table below. An incident ticket is assigned a priority number based on the nature of the issue.

The below section describes the priority levels as defined by AuditBoard:

#### P1 - Critical

- Outage of the AuditBoard service
- Initial Contact: < 1 business hour
- Status Update: Every 2 business hours
- Management Escalation: Immediate

#### P2 - High

Customer's End-User can access the AuditBoard service, however, one or more significant features are unavailable, such as the ability to generate reports.

Initial Contact: < 3 business hours

Status Update: Every business day until resolution

Management Escalation: 12 business hours

**P3 - Low**

Other error that does not prevent the Customer's End-User from accessing a significant feature of the AuditBoard service (for example, an incorrect notification).

Initial Contact: < 48 business hours

Status Update: Available by Email Request

Management Escalation: A Customer business stakeholder (i.e., not a Customer administrator) may escalate a P3 incident to the AuditBoard Customer Success Director with a written statement of business impact relating to the P3 incident. AuditBoard may agree to shorten the resolution time for the Defect following an assessment of risk and business impact.