



**MASTER SERVICES AGREEMENT
Standard Terms and Conditions**

Security Compliance Associates, a Financial Institution Information Security Compliance, Company FIISC L.L.C., whose principal office is located in Clearwater, Florida (hereinafter "SCA"), and Florida Housing Finance Corporation, (hereinafter "Client") whose principal office is located in Tallahassee, Florida, hereby enter into, as of the date set forth below (the "Effective Date"), this Master Services Agreement (the "Agreement") consisting of the Standard Terms and Conditions and the following Exhibits and Service Deliverable Attachments marked below, which are attached hereto and incorporated herein for all purposes.

Master Services Agreement Standard Terms and Conditions

Exhibits

Exhibit A	Services and Fees	<u>X</u>
Exhibit B	Information Security Assessment Proposal Dated 03.02.2020.....	<u>X</u>

1. INTRODUCTION

SCA is an active Florida Company engaged in the business of providing Information Security Assessment and Compliance Advisory Services to organizations who store, process or maintain sensitive information.

2. TERM AND TERMINATION

This Agreement shall commence as of the Effective Date and shall remain in effect for one year thereafter unless either party not then in breach of this Agreement, at its sole option, for any reason or for no reason, terminates the agreement by giving written notice to the other party at least thirty (30) days prior to termination. Client will have the option of continuing the selected services in subsequent years under the same terms and conditions with written notification.

3. SCOPE OF SERVICES

In consideration of the fees described in Exhibit A of this Agreement, SCA will provide those services selected by Client and further described in the Attached Proposal as part of this Agreement, which are attached hereto and incorporated herein for all purposes.

4. FEES AND PAYMENT TERMS

Upon acceptance of Service, SCA shall invoice Client according to the payment schedule described in Exhibit A, which is attached hereto and incorporated herein. Client agrees to pay SCA the amount invoiced, including applicable taxes, upon receipt of invoice. Client also agrees to pay all expenses related to the printing of all requested documents. The fees specified in Exhibit A are the total fees and charges and will not be increased during the term of this Agreement except as the parties may agree in writing.

5. OBLIGATIONS OF SECURITY COMPLIANCE ASSOCIATES

- A. Qualified employees of SCA shall perform those services selected by Client and further described in the Service Deliverable Attachment(s) marked on Page 1 of this Agreement.
- B. A qualified employee shall be available and will reply to Client, within four hours Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. Eastern Time, excluding legal holidays, to schedule any request for services under this Agreement. Cell phone numbers may be exchanged to offset time zone difference.
- C. SCA will ensure that its employees and agents will, whenever on Client's premises, obey all reasonable instructions and directions issued by Client.

6. OBLIGATIONS OF CLIENT

- A. When SCA provides services at Client's facility, Client shall provide SCA reasonable working space and access to facilities and systems as required for timely performance of services.
- B. Client agrees to make available to SCA upon reasonable notice, computer programs, data, and all other documentation required by SCA to complete the services and will be entitled to rely upon the accuracy and completeness of that data and materials and the conformity of materials indicated as representative of the normal and customary course of business.

7. WARRANTIES

SCA warrants that Services provided will be performed in a professional and workmanlike manner consistent with the level of care and skill ordinarily exercised by members of SCA's profession currently performing such services under similar conditions. SCA will remedy any noncompliance with the foregoing at no cost to Client.

SCA warrants that each Service Deliverable will contain all of the features and/or perform as stated in this Agreement and the Service Deliverable Attachment(s) marked on Page 1 of this Agreement. SCA will remedy any noncompliance with the foregoing at no cost to Client.

SCA warrants that the Services and Deliverables will not infringe on the copyright, patent or trade secret of any third party. If any portion of the Services or Deliverables supplied hereunder fails to comply with this warranty against infringement, SCA hereby agrees to indemnify, protect, defend, and hold Client harmless from all claims, suits, actions, and judgments which may be sustained by Client as a result of such failure; provided, however, that (i) Client gives written notice of any such claim or suit to SCA within thirty (30) days of receiving notice of such claim or suit, and (ii) SCA shall have sole control of the defense of any action or claim and all negotiations for settlement or compromise thereof. Client may elect to participate in any such action with an attorney of its own choice and at its own expense. In the event Client is precluded by a court of competent jurisdiction from using any Deliverable as a result of such an infringement, SCA may, in its sole and absolute discretion, (i) obtain the right to use the Deliverable for Client, (ii) replace or modify the Deliverable so that they no longer infringe or terminate this Agreement with a pro-rata refund of the fees received by SCA from Client. If Client fails to notify SCA as required herein, or if Client or its agents have modified any Deliverable from the form delivered by SCA, or combined it with any other work, Client's rights under this section shall terminate.

8. CONFIDENTIALITY

Each party acknowledges that it may receive confidential information and / or trade secrets ("Confidential Information") from the other party in the course of performing the Services and developing the Deliverable. Each party shall maintain the confidentiality of the other party's Confidential Information and shall not sell, license, publish, display, distribute, disclose or otherwise make available such Confidential Information to any third party nor use such Confidential Information except as authorized by this Agreement and by law. Notwithstanding the foregoing, information that either party can document is in the public domain and generally available for use and disclosure by the general public without change or license shall not be considered Confidential Information within the meaning of this Agreement, and therefore the above restrictions on use and disclosure of confidential information will not apply to any such information and neither party shall be liable for disclosure or use of any such information.

It is understood and agreed that SCA may use software, documentation or information that is proprietary to SCA ("Proprietary Information") in providing services. If SCA uses any such Proprietary Information, Client shall not market or in any way use Proprietary Information in contravention of this Agreement. Client shall not acquire any ownership rights to such Proprietary Information and Client shall not sell, transfer, publish, disclose, display or otherwise make available the Proprietary Information. Client agrees to secure and protect the Proprietary Information in a manner consistent with the maintenance of SCA's rights and to take appropriate action by instruction or agreement with its employees and / or consultants who are permitted access to such information to satisfy its obligations hereunder.

SCA acknowledges that it may receive confidential and nonpublic personal information about Client during the course of this agreement. SCA warrants that SCA, its officers, employees and agents will (a) hold in strictest confidence all information related to Client (b) not to use such information for any purpose other than providing the services set forth in this Agreement, and (c) not provide any information about Client, Client's members to any third party without Client's prior written consent, except as permitted by applicable federal and state laws and regulation, as amended from time to time. All information provided by the Client to SCA during the term of this Agreement shall remain the property of Client and shall be returned to Client or destroyed in accordance with SCA Information Security Policy upon termination of the Agreement. All warranties set forth in this paragraph shall survive termination of this Agreement

9. COMPLIANCE

Throughout the term of this Agreement by and between SCA and Client, SCA will remain in compliance with Federal laws and regulations governing the privacy and security of consumer information, including: the Gramm-Leach-Bliley Act (Public Law 106-102 – November 12, 1999), FRS, FDIC, OTS, OCC and NCUA regulations. SCA has established, implemented, and maintains, a comprehensive information security program which includes administrative, technical, and physical safeguards designed to: (1) Ensure the security and confidentiality of consumer records and information; (2) Protect against any anticipated threats or hazards to the security or integrity of such records and information; (3) Protect against unauthorized access to or use of such records or information that could result in substantial harm or inconvenience to any consumer; (4) ensure the proper disposal of consumer information; and (5) provide appropriate response to unauthorized access to or use of sensitive consumer information.

Furthermore, SCA will comply with all state laws in the jurisdiction in which Client maintains its principal place of business and federal laws and regulations addressing the privacy and protection of nonpublic personal information as those laws or regulations may be enacted or amended throughout the term of this Agreement. SCA will adjust its information security program as necessary, due to changes in technology, changes in the sensitivity of the information SCA maintains or has access to, or changes in law or regulation, during the term of this Agreement with Client. SCA will allow periodic, reasonable audits of its business processes to validate performance under the contract provisions.

10. LIABILITY AND INDEMNIFICATION

SCA shall indemnify, defend, and hold harmless Client and its officers, employees, members, and agents, in their individual capacities or otherwise, from and against any and all losses resulting from, arising out of, or incurred in connection with: SCA's gross negligence or willful misconduct, SCA's misuse of software or services, SCA's failure to comply with applicable law or regulation, or infringement of any trademarks, copyrights, patents, or other intellectual property caused by SCA.

To the extent allowable under Florida Statute 768.28, client shall indemnify, defend, and hold harmless SCA and its officers, employees, members, and agents, in their individual capacities or otherwise, from and against any and all losses resulting from, arising out of, or incurred in connection with: Client's gross negligence or willful misconduct, Client's misuse of software or services, Client's failure to comply with applicable law or regulation, or infringement of any trademarks, copyrights, patents, or other intellectual property caused by Client.

11. LIMITATION OF LIABILITY

Except as provided in this Agreement, SCA shall not be liable to Client or any other person, firm, or corporation for any loss or special, indirect, incidental, consequential, or punitive damages, including, without limitation: lost profits, loss of time, money, data, or goodwill, or any other claim or demand by or against Client which may arise out of the furnishing, performance or use of any item or service provided under this Agreement and Client shall hold SCA harmless from any such claim. In no event shall SCA's total liability exceed \$1,000,000.00.

12. MISCELLANEOUS

- A. This Agreement, including the Exhibits and Service Deliverable Attachments marked on Page 1, which are attached hereto and incorporated herein constitutes the entire agreement between the parties in relation to the services, and (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement.
- B. If any provision of this Agreement is held invalid, all other provisions shall remain valid unless such validity would frustrate the purpose of this Agreement, and this Agreement shall be enforced to the full extent allowable under applicable law.
- C. No modification to this Agreement is binding, unless in writing and signed by a duly authorized representative of each party.
- D. SCA shall not be liable for any delay in performance due to force majeure, including strikes, accidents, acts of God, acts of terrorism or other delays beyond the control of SCA. If timely completion of the Services is prevented by any cause of force majeure, or any act of Client, then such failure or delay shall not constitute default or breach of contract.
- E. The Agreement shall be subject to and governed by the laws of the State of Florida, regardless of the fact that one or more of the parties now is or may become a resident of a different state. Client agrees to submit itself to the jurisdiction of the courts of the State of Florida for any action arising out of this contract. Jurisdiction and venue for any such action shall be Leon County, Florida.

- F. The marginal headings of the paragraphs of the Agreement and attached Exhibits are for convenience only, and are not to be considered a part of the Agreement or used in determining its content or context.
- G. Any modification or amendment of the Agreement shall be in writing and shall be executed by all parties.
- H. The provisions of the Agreement shall inure to the benefit of and be binding upon the parties thereto, their heirs, executors, administrators and permitted assignees.
- I. Any waiver by any party of a breach of any provision of the Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.
- J. Execution of Agreement. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- K. Prevailing Party. If any party brings any judicial action or proceeding to enforce its rights under this Agreement, the prevailing party shall be entitled, in addition to any other remedy, to recover from the losing party, regardless of whether such action or proceeding is prosecuted to judgment, all costs and expenses, including without limitation reasonable attorneys' fees, incurred therein by the prevailing party.
- L. Entire Agreement. This Agreement and the schedules and exhibits hereto, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof

IN WITNESS WHEREOF, the duly authorized representatives of Client and SCA have executed this Agreement as of _____, 2020, (the "Effective Date").

Security Compliance Associates:

By: [Signature]
(Authorized Signature)

Name: Tom Brahm

Title: CEO

Date: 4/15/2020

Address:

2727 Ulmerton Rd., Suite 310
Clearwater, FL 33762

Telephone: 727-571-1141

Facsimile: 727-571-1140

Florida Housing Finance Corporation

By: [Signature]
(Authorized Signature)

Name: Hugh R. Brown

Title: General Counsel

Date: 3-13-20

Address:

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

Telephone: 850-488-4198

Facsimile:

Service and Fees (Exhibit A)

Detailed and Annualized Fees

Florida Housing Finance Corporation

Description	Annual Qty.	Unit Cost	Total
External Penetration Testing Services			
External Systems Vulnerability Assessment	1	\$5,000	\$5,000
External Penetration Test/Attack (8 hours)	1		Incl
Remediation Validation Scans	1		Incl
Attack Additional 8-Hours	1	\$3,000	\$3,000
Total Annual Fees:			\$8,000

Prices are valid for sixty (60) days from the date of this proposal

Terms:

1. 50% of the Total Annual Fees (\$4,000) is due on the "Effective Date".
2. Balance (\$4,000) due upon receipt of draft report(s).
3. Travel is invoiced separately at actual cost.
4. All invoices are due upon receipt.