

DataBank "EP3 Refresh" Services Agreement

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 31st day of March 2021, by and between DataBank IMX, LLC (referred to herein as "Company" or "Vendor") and Florida Housing Finance Corporation, (referred to herein as "Customer" or "Client").

PROFESSIONAL SERVICES: In light of the recent OnBase security vulnerabilities that were released, DataBank is offering an EP3 refresh to ensure that your sensitive information stays secure and protected.

CHARGE AND PAYMENT: \$2,000.00 fixed bid payment upon completion and acceptance of the refresh.

TERMS: The EP3 refresh is planned to have a duration of two business days from kickoff to finish. These services will include the following:

- 3 Environments
 - 1 App Server
 - 1 Web Server
 - 1 Processing Server
- Project kickoff, User Acceptance Testing, and Project Management
- An additional hour of Professional Services is required for each additional server over the refresh package

PROJECT MANAGEMENT: DataBank will assign a Project Manager/Coordinator or Team Lead who will setup the project in the internal PSA system and coordinate DataBank's technical team personnel and schedules. The hours for these services are included in the overall estimate above.

PAYMENT TERMS: Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from Vendor.

TERMINATION: This Agreement shall remain in force and payable according to this Agreement's Payment Terms. Upon 30 days' written notice to DataBank, Customer may terminate this Agreement at any time without cause prior to the Agreement's Expiration Date and no refunds for amounts paid or credits against future payments due will be issued by DataBank. The Customer shall provide at least 90-day written notice to DataBank prior to the expiration date if they wish to extend this Agreement beyond the initial term as identified in the Payment Terms section. Notwithstanding any other language in this Section, either the Customer or DataBank may terminate this Agreement prior to the Agreement's expiration date for cause; that cause being a material breach of the Agreement.

DATA SECURITY RESPONSIBILITY: It is the responsibility of the Customer to ensure that all of their data are adequately backed up, duplicated and documented. DataBank will not be responsible for Customer's failure to do so, nor for the cost of restructuring data stored on disks, tapes, memories, etc. lost during the course of performance of services hereunder.

CONFIDENTIALITY: DataBank agrees to preserve the confidentiality of data or information relating to the Customer's business in accordance with Chapter 119, Fla. Stat.



ACCEPTANCE: This Time & Materials Agreement represents DataBank’s offer to perform the services on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this Agreement 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 Customer. 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 Customer on or before the Acceptance Deadline.

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

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

DataBank IMX

Company Name (“DataBank”)

DocuSigned by:
Kendra Deutsch
DD683B31E2FC4AA

By (Signature)

Kendra Deutsch/Prof Serv Director

Printed Name and Title

620 Freedom Business Center, Suite 120

Address

King of Prussia, PA 19406

City, State, Zip

4/16/2021

Dated

Florida Housing Finance Corporation

Company Name (“Client”)

By (Signature)

Hugh R. Brown/General Counsel

Printed Name and Title

227 N. Bronough St., Suite 5000

Address

Tallahassee, FL 32301

City, State, Zip

4-16-21

Dated