

AGREEMENT FOR PRODUCTS AND SERVICES

This Agreement for Products and Services is between Florida Housing Finance Corporation ("Client"), located at 227 N Bronough St Ste 5000, United States of America and Ceridian HCM, Inc. and/or its subsidiaries ("Ceridian"), located at 3311 East Old Shakopee Road, Minneapolis, MN 55425, each of which may be referred to in the singular as "Party" or in the plural as "Parties" ("Agreement"). Ceridian has entered into a remarketer agreement with Ascentis Corporation ("Processor") for the delivery of the services described in this Agreement to Processor's clients. Client has entered into a separate agreement with Processor to purchase services in conjunction with the payroll processing service provided to Client by Processor. Subject to a satisfactory credit review Ceridian agrees to provide, and Client agrees to accept the Services in accordance with the terms and conditions of this Agreement.

1. Term and Termination: This Agreement will become effective on the date signed by Client, or if no date is indicated, upon Ceridian's commencement of the Services (the "Effective Date"). It will continue for an initial term of 12 months beginning with the Effective Date (the "Initial Term") and shall continue thereafter until terminated by either Party upon 90 days prior written notice. Ceridian may provide written notice directly to Client or through Processor. Ceridian may also suspend or terminate this Agreement immediately without notice in the event Processor has discontinued transmitting Client payroll tax liability data to Ceridian. If either Party does not materially meet its obligations as set forth in this Agreement within 30 days after receiving written notice of the breach, then the other Party shall have the immediate right to provide written notice of termination of this Agreement.

If Client cancels the Agreement or any individual Service provided under this Agreement prior to the expiration of the Initial Term (or prior to the expiration of any fixed or minimum term for any subsequently added service), it will pay a cancellation charge (as a genuine estimate of liquidated damages and not as penalty) equal to 50% of the average monthly charge for all Services to Client under the Agreement during the 3-month period preceding Client's notice to Ceridian of its intent to cancel, times the number of whole or partial months between the effective date of cancellation and the expiration date of the Initial Term (or subsequently fixed term). However, no cancellation charge shall be due in the event Client terminates this Agreement for cause.

2. Services: Except as provided herein, Ceridian shall provide the services described in the attached Exhibit B(s) (the "Services"). Any services provided to Client that are not within the scope of this Agreement will be mutually agreed upon between the Parties and subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, if Client avails itself of services not within the scope of this Agreement and not mutually agreed upon between the Parties in writing, such services will be subject to the terms and conditions of this Agreement and billed at Ceridian's then current price. Any exception fees, late fees, or miscellaneous fees will be subject to the terms and conditions of this Agreement and billed at Ceridian's then current price.

3. Funds Transfer: Client's use of the Funds Transfer service is contingent upon Client's execution of the Funding Authorization. Ceridian shall collect funds to cover the total amount of Liabilities as defined in and in accordance with the terms set forth in the Funding Authorization which is incorporated into this Agreement in full by this reference. Ceridian shall be entitled to receive all net income generated on any funds collected from Client.

4. License to Materials: The Materials (as defined in Section 7) provided to Client under this Agreement are licensed (not sold). Client is granted a personal, non-transferable and nonexclusive license to use Materials solely for Client's own internal business use. Client does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any Ceridian trademarks for any other purpose. Client agrees that its license to use Materials ends on the termination date of this Agreement. Upon termination, Client agrees to destroy Materials or, if requested by Ceridian, return them to Ceridian.

5. Fees and Payments: All fees will be billed to Client by Processor or Ceridian. Client will be responsible for payment of such fees including any applicable taxes to Ceridian, or to Processor in accordance with its agreement with such Processor. Client's obligation to pay all charges that have accrued will survive any termination of this Agreement. Ceridian shall not increase fees during the Initial Term of the Agreement. After the Initial Term, Ceridian reserves the right to increase prices annually with 30 days prior written notice to Client. All reasonable, pre-approved and customary travel expenses incurred by Ceridian in support of the Services will be billed at actual cost to the Client. Ceridian may charge a late payment fee in the amount of 1 1/2% per month for delinquent payments made by Processor. Client agrees to pay late payment fees and any costs of collection. Ceridian shall not be obligated to provide services if Client or Processor fails to remit undisputed payments to Ceridian.

6. Confidentiality and Privacy: Neither Party shall disclose Confidential Information of the other Party, except as provided herein. The receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. The foregoing obligations shall not apply to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party; (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party; (c) was known to the receiving Party at the time of disclosure; (d) was generated independently by the receiving Party; or (e) is required to be disclosed by law, subpoena or other legal process. Ceridian may transfer Client's Confidential Information to Processor, a governmental agency or other third party to the extent necessary for Ceridian to perform its obligations under this Agreement or if Client has given Ceridian written authorization to do so. For purposes of this paragraph, Confidential Information shall mean any information marked by either Party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's business, employees (including personally identifiable information), service methods, software, documentation, financial information, prices and product plans. Ceridian reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing Services under this Agreement. Ceridian will comply with all laws applicable to its services.

7. Intellectual Property: All materials, including but not limited to forms (including data collection forms provided by Ceridian), brochures, tip sheets, posters, and online content ("Materials") furnished by Ceridian to Client, and any derivatives thereof, as well as, and any rights in processes, techniques, trade secrets, know-how, or other intellectual property right related to the Services, now existing or developed during the course of performing the Services, remain the sole property of Ceridian.

8. Client Representations and Authorizations: Client represents that (i) it is in rightful possession of any Client data provided to Processor or Ceridian; and (ii) that the collection, use and transfer of the Client data are in compliance with applicable domestic and international privacy laws. Client hereby authorizes Ceridian to obtain Client Confidential Information and Data from the Processor for the purposes of performing Ceridian's obligations under this Agreement, and to take such action as is necessary to perform this Agreement in conjunction with Processor.

9. Data: (a) Disposition: Client shall have complete and unrestricted ownership of any and all data provided to Ceridian by Client either on its own behalf or through Processor ("Data"). The Data is the property of Client and will not be used for the benefit of Ceridian, or any third party (excluding de-identified aggregate information which may be used at Ceridian's discretion). Ceridian will not be responsible for storing copies of Client's Data and/or records derived from Client's Data ("Records") when Ceridian no longer requires such information in order to provide Services to Client. Client shall retain records according to the schedules established by federal, state, or local authorities for Client and Ceridian has no responsibility or liability for maintaining or retaining Records on behalf of Client in that respect. Client will reimburse Ceridian for the costs of producing any Data, Records or other information in Ceridian's possession or control relating to Client's business or employees that Ceridian is obligated to produce in response to a Client request or court order. Upon termination of this Agreement, Ceridian will dispose of Client's Data and Records unless otherwise previously directed in writing by Client.

(b) Accuracy: Client is responsible for maintaining the accuracy of all Data and information it furnishes to Ceridian whether on its own behalf or through Processor and has an ongoing obligation to maintain and verify the accuracy of such Data and the Records provided to Client by Ceridian through the Processor. Client is responsible to communicate to employees if posted Data is found to be inaccurate. In addition, Client agrees to follow the instructions contained in the applicable reference guides, if any, and to provide Data in the format reasonably required by Ceridian. Any changes in services or changes that affect the information provided by Client to Ceridian subsequent to the commencement of the Services by Ceridian must be communicated in writing by Processor within seven (7) business days of the change.

Ceridian will not be responsible or liable for any inaccuracies or delays in processing resulting from inaccurate files or Data. Any liability, penalty or other charge that results from incorrect, incomplete, or changed Data or files as a result of Client errors or omissions is Client's or Processor's liability and responsibility.

Ceridian will correct any Ceridian errors within a commercially reasonable time at Ceridian's expense if such errors are reported to Ceridian within one business day of Client's receipt of Records delivered to Client. Notwithstanding the preceding sentence, Ceridian shall provide all reasonable assistance in correcting errors regardless of when reported. Client will review and reconcile the Ceridian provided Records with the Data in Client's records on a timely basis upon receipt of same and notify Ceridian of any errors in such materials within the appropriate timeframe defined for each Service.

(c) Security: Ceridian has implemented and will maintain during the term of this Agreement an information security program that is reasonably designed to: (i) ensure the security, integrity and confidentiality of Client's data; (ii) protect against anticipated threats or hazards to the security or integrity of Client's data; and (iii) protect against unauthorized access to or use of Client's data.

(d) Disaster Recovery: Ceridian has implemented and will maintain during the term of this Agreement a business continuity plan that is reasonably designed to minimize the impact of service disruptions caused by natural disasters or other unanticipated events, and to enable its business operations to be promptly restored following such disruptions.

10. Warranty: Ceridian warrants that (a) the Services shall be provided to Client in compliance with the requirements of this Agreement; and (b) Ceridian shall comply with all laws applicable to the Services. Client acknowledges that effective delivery of Services requires Client's input and cooperation. Ceridian shall be entitled to rely solely on the information, authorizations, representations and warranties provided by Client pursuant to this Agreement. THE EXPRESS WARRANTIES SPECIFIED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERIDIAN DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES.

11. Indemnification: Ceridian will indemnify and hold Client harmless from and against any and all claims alleging that the Services and Materials furnished by Ceridian violate any third party's patent, trade secret, copyright, or other intellectual property right, except to the extent that such claims arise from Client's modification of the Services or Materials. Ceridian will also indemnify and hold Client harmless from and against any and all claims for bodily injury allegedly caused by Ceridian.

12. Limitation of Remedies: Ceridian will not be responsible for any consequences, losses, damage or other harm that may arise from any inaccurate or delayed fund transfers or check deliveries that result from incorrect data furnished by Processor or Client to Ceridian, or insufficient or late funding by Client. EXCEPT AS EXPRESSLY SET FORTH ABOVE, OR FOR TAX FILING PENALTY AND INTEREST CHARGES TO THE EXTENT SUCH CHARGES WERE CAUSED BY CERIDIAN, THE MAXIMUM TOTAL LIABILITY OF CERIDIAN TO CLIENT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID TO CERIDIAN FOR THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE LOSS, OR (B) \$10,000. THIS REMEDY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY.

CERIDIAN SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF CERIDIAN HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CERIDIAN WILL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICES IF DUE TO ANY CAUSE OR CONDITION BEYOND THE REASONABLE CONTROL OF CERIDIAN.

13. Changes: In the event of a change in federal or state laws or regulations affecting the Services provided under the terms of this Agreement, Ceridian may make changes to the Agreement with 30 days prior written notice to Client. If, upon notification of the change, Client elects not to continue Services, Client may terminate this Agreement upon 30 days prior written notice without penalty or cancellation fees.

14. Notices: All notices to the Parties shall be sent to the Parties at their respective address identified in this Agreement or to such other address or fax number as either Party may hereafter specify by written notice to the other Party. Any notice to be provided hereunder shall be in writing (including fax or similar writing) signed by the Party giving such notice, and shall be deemed given (a) if sent by mail, three (3) days after deposit in the first class United States mail, (b) if sent via facsimile, at the time of confirmed transmission, or (c) if sent by certified mail, return receipt requested or overnight delivery using a national recognized carrier, upon actual delivery.

15. General Provisions:(a) This Agreement and the Parties rights and obligations shall be governed and construed pursuant to the laws of the state of Minnesota and Client consents to be subject to the jurisdiction of the state or federal courts located in Minnesota; (b) Client may not assign this Agreement except with Ceridian's prior written approval; (c) No action under this Agreement may be brought by Client more than (two) 2 years after the cause of action has accrued.

16. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. The Parties agree that facsimile and/or .pdf copies of signatures to this Agreement will be treated as originals.

Client acknowledges receipt of this Agreement and acknowledges that it has read, understands, and it is bound by this order and the terms and conditions which are contained in this document.

AGREED TO:

ACCEPTED BY:

Ceridian HCM, Inc.

Client: Florida Housing Finance Corporation

By: *Byron J Vierk*

By: *Hugh R. Brown*

Name: Byron J Vierk

Name: Hugh R. Brown

Title: Finance Manager

Title: General Counsel

Date: July 21, 2021

Date: July 20, 2021

**Exhibit B12R: Ceridian HCM, Inc.
Service Agreement
Tax Processing Services**

Ceridian shall: (a) setup, implement and test tax processing services with the data provided by Client via Processor; (b) prepare, deposit, and file Client's payroll taxes for those federal, state, and local jurisdictions supported by Ceridian; (c) prepare a quarterly tax statement for each Federal Employer Identification Number ("FEIN") processed by Ceridian; (d) respond to all agency inquiries pertaining to jurisdictions processed by Ceridian for periods of service provided by Ceridian. Ceridian shall provide Client with copies of correspondence sent to agencies in the resolution of the inquiry; (e) for an additional fee, provide, prepare and file employer W-2s and annual reconciliation forms in the formats required by each taxing agency if the required data is provided by Processor; and (f) be liable for tax filing penalty and interest charges to the extent such charges were caused by Ceridian.

Client shall: (a) provide Processor a completed service implementation package; (b) arrange with Processor to transmit all required payroll tax liability data to Ceridian before 3:00 p.m. Pacific Time two (2) business days prior to the applicable check date. In the event a payroll check date falls on a Saturday, Sunday or bank holiday, the payroll tax liability data must be transmitted to Ceridian three (3) business days prior to the payroll check date; (c) arrange with Processor to provide mid quarter data within two weeks after the start date, or by the 15th day of March, June, September, or December, whichever comes first, if Client's actual start date for services is after tax liabilities have been paid by Client in the quarter of service; (d) arrange with Processor to provide each prior quarter(s) data with the service implementation package. If the data is not readily available, then Client will arrange with Processor to provide such mid year data by the 1st of June, September or December, whichever comes first; (e) Client agrees to assist Ceridian in responding to inquiries or in processing amendment requests by providing the information necessary to meet agency requirements. Client shall provide Ceridian with written approval for amendments or inquiries resulting in additional tax, penalty, and/or interest due, and to fund these amounts in full prior to completion and submission.