

**MASTER SERVICE
AND
CONFIDENTIALITY AGREEMENT**

This MASTER SERVICE AND CONFIDENTIALITY AGREEMENT (the "Agreement"), is made and entered into effective as of the date that the last party to sign this "AGREEMENT" has executed the same (as indicated by the date entered by such party with its signature below) (the "AGREEMENT Effective Date") by and between DATABANK IMX, LLC (a Kyocera Company), (hereinafter referred to as "DATABANK"), a Delaware Limited Liability Company with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 and Florida Housing Finance Corporation (hereinafter referred to as "CUSTOMER"), a Florida corporation with offices at 227 N. Bronough Street Suite # 5000, Tallahassee, FL 32301 and it defines the agreement between DATABANK and CUSTOMER for the Products and Services that will be rendered by DATABANK for CUSTOMER pursuant hereto. DATABANK and CUSTOMER may be referred to each individually as "Party" or together as "Parties" in this Agreement.

WHEREAS, CUSTOMER desires to acquire the Products and Services provided by DATABANK, as more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

"Confidential Information"

To the extent allowable by law, shall mean information or material that is confidential and proprietary to the disclosing Party, whether disclosed in writing or orally. Confidential information includes, but is not limited to, the following types of information and other information of a similar nature: products, pricing, systems, plans, CUSTOMER documents, marketing and business plans, financial information, CUSTOMER lists, and other similar information that is proprietary to and confidential information of the disclosing Party. Confidential Information may be in the form of, but is not limited to, documents, lists, designs, software, computer files, digital and electronic media, and shall remain the property of the disclosing Party.

"Deliverables"

Elements of the Services and Products to be delivered to CUSTOMER as defined and identified in a Statement of Work.

"Employees"

All employees, agents (including, without limitation, employees of such agents) and contractors (including, without limitation, employees of such contractors) of DATABANK.

"Intellectual Property"

Means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, source codes, and other intangible proprietary.

“Milestones”

Specific dates of completion for elements of a project, as may be defined and identified in a particular Statement of Work.

“Statement of Work” (SOW)

A DATABANK document (Proposal, Quote or SOW) executed pursuant to this Agreement that describes Products to be provided, Services to be performed and compensation to be paid to DATABANK therefor. All SOWs will be subject to the terms of this Agreement.

“Services”

The services, including Professional Services, as described in any Statement of Work executed pursuant to this Agreement, which will be performed by DATABANK for the benefit of CUSTOMER for the fees set forth in the SOW.

“Third Party Intellectual Property”

Intellectual property rights which belong to an individual or entity not a Party to this Agreement.

“Third Party Products”

Products such as Hardware, Software and Services that may be provided to the CUSTOMER as part of a Statement of Work, Proposal or Quote and are not created, developed or owned by DATABANK. Third Party Products may require their own License, Usage and/or Maintenance Agreements which will be included with the Statement of Work document(s) relating to such products and services and therefore become part of this Master Services Agreement.

“Work Product”

All work product in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, and any other writing or work of authorship, regardless of medium, that are developed, discovered, conceived or introduced by DATABANK, working either alone or in conjunction with others, in the performance of Services under this Agreement. Such Work Product is not deemed a “work made for hire”. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

2. FRAMEWORK, TERM, TERMINATION AND DELAY

As a master form of Agreement, this Agreement permits the Parties to contract for multiple projects as may be agreed upon from time to time by entering into individual Statements of Work, which shall be governed by the terms and conditions contained herein. Terms not covered under this Agreement may be included in the Statement of Work and/or related Third Party Agreements extending the terms of this Agreement.

A Statement of Work may contain software, Services and hardware either owned by DATABANK or a third party. “Exhibit A” outlines the content of a Statement of Work.

DATABANK is not obligated to issue, nor is CUSTOMER obligated to accept, any Statement of Work under this Agreement. This Agreement between CUSTOMER and DATABANK is not exclusive and the Parties are free to engage in other relationships of a similar nature with other parties.

This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Effective Date (“Initial Term”) unless earlier terminated in accordance with this Agreement or be extended based on other software and services identified in a Statement of Work. This Agreement will renew for one additional three (3) year period at the end of the Initial Term (“Renewal Term,” and together with the Initial Term, the

“Term”) until terminated in accordance with this Agreement. Expiration of this Agreement does not affect any Statement of Work, which shall continue to be governed by this Agreement and the terms therein.

This Agreement, may be terminated with or without cause by either PARTY with not less than ninety (90) days prior written notice. Termination of this Agreement does not automatically operate to terminate other existing agreements or SOWs, which shall continue to be governed by the terms herein until completed or terminated per the applicable agreement or SOW. In the event that this Agreement is terminated, DATABANK shall (i) cause its Employees to continue to render Services under existing SOWs that have not been terminated, and shall be paid compensation therefor in accordance with the terms of the SOW and (ii) take action as may be necessary or as CUSTOMER may direct to protect and preserve the property related to the Services which is in DATABANK’s possession and in which CUSTOMER has or may acquire an interest and (iii) cease the creation or execution of any unsigned SOW’s. Alternatively, Parties may elect to terminate individual SOWs. Termination of an individual SOW does not operate to terminate other SOWs or this Agreement. Termination shall not relieve either Party of any obligation accrued prior to the termination date. Any termination under this section must be made in writing and sent to the appropriate Party listed in the Notices Section of this Agreement or on the specific SOW.

PARTIES may immediately terminate this Agreement and any associated SOWs if either PARTY is in material breach of this Agreement and said breach is not cured within ninety (90) days from the receipt of written notice, specifically identifying the alleged breach and proposed steps to remedy the same. Notwithstanding the foregoing, DATABANK may terminate this Agreement and any associated SOWs if CUSTOMER has failed to pay when due an amount of undisputed fees under any SOW and said failure to pay is not cured by CUSTOMER within thirty (30) days from the due date.

CUSTOMER may, by written notice, verbal notice or inaction to DATABANK, create a delay under a Statement of Work. It is assumed that any such delay will cause a change in the project plan requiring an updated SOW plan with agreement by both parties.

For Conversion Services: CUSTOMER acknowledges and accepts that DATABANK allocates resources for projects that are represented in this agreement and that any disruption or delay to the agreed upon project plan by the CUSTOMER can result in increased costs, longer delays or both to DATABANK. Should CUSTOMER request or create any delay that impacts DATABANK’s project implementation date, DATABANK will bill the CUSTOMER a monthly minimum of 40% of the estimated monthly fees beginning 30 days after the estimated Go Live date.

For Professional Services Projects: If any delays in such Professional Services occur solely as a result of any incorrect information or assumption or failure of CUSTOMER to perform or fulfill its obligations in connection with any SOW, the performance schedule for the affected Professional Services under the applicable SOW shall be extended up to the extent of any such delays. Any costs or expenses resulting directly or indirectly from such delays shall be borne and paid solely by CUSTOMER and DATABANK shall have no liability or responsibility for such costs or expenses.

3. INFORMATION AND ASSUMPTIONS.

The description of Products and Services in each SOW, including the performance schedule, any Work Products and fees, will be based upon information CUSTOMER provides to DATABANK and upon any assumptions set forth in the SOW. CUSTOMER acknowledges that if the information provided by CUSTOMER is incomplete or inaccurate, or if the stated assumptions are not correct, DATABANK’s ability to provide the Products and Services, meet the performance schedule set forth in the SOW, and keep fees reasonably in line with any estimates given in the SOW may be adversely affected.

4. MODIFICATIONS

Any changes to this Agreement, or any SOW formed hereunder, must be memorialized in writing, reviewed, agreed upon and signed by both Parties.

4.1 CHANGE ORDER

CUSTOMER shall have the right to request changes and modifications to a Statement of Work; however, any requested change that the parties mutually accept (a "Change") will be agreed to in a writing signed by both Parties that specifically references the relevant SOW. With respect to each Change, DATABANK will promptly prepare and provide to CUSTOMER a proposed change order identifying the reasonably anticipated impact and setting forth any applicable adjustments in the performance schedule, fees or Product costs under the relevant SOW. By request of CUSTOMER, DATABANK will continue performing Services in accordance with the applicable SOW until the parties mutually agree to the proposed change order, at which time such proposed change order will become a "Change Order" for all purposes of this Agreement. In the event the Parties are unable to mutually agree upon a proposed change or a proposed change order, and such proposed change relates to a material component of the project that is the subject of the relevant SOW, either Party may terminate such SOW upon not less than thirty (30) days advance written notice to the other Party.

5. CUSTOMER'S OBLIGATIONS.

- (a) Assistance and Obligations. CUSTOMER agrees that it will cooperate with and assist DATABANK in the performance of Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by CUSTOMER under the terms of the relevant SOW. CUSTOMER acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 5 and the relevant SOW, DATABANK's ability to provide such Professional Services, meet the performance schedule set forth in such SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected.
- (b) Third Party Software Rights. Notwithstanding any contrary terms, if CUSTOMER requests DATABANK to perform Services on or with respect to any third party software, hardware or Service, CUSTOMER represents and warrants to DATABANK that CUSTOMER has all necessary rights to allow DATABANK to do so.
- (c) Protection of CUSTOMER's Systems. CUSTOMER UNDERSTANDS THAT IT IS RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES. DATABANK DISCLAIMS RESPONSIBILITY FOR ANY LOST, DAMAGED OR DESTROYED SOFTWARE PROGRAM, DATA OR OTHER INFORMATION STORED OR RESIDING ON ANY MEDIA OR ANY PART OF CUSTOMER'S ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, DELETION OR ALTERATION OF ANY CONTENTS OF ANY DATA STORAGE MEDIA WHICH MAY OCCUR IN THE COURSE OF THE SERVICES.
- (d) Safe Work Environment. CUSTOMER will be responsible for and shall ensure that while DATABANK employees, agents or subcontractors are on CUSTOMER's premises, all proper, legal, health and safety precautions are in place and fully operational to protect such persons.

6. PAYMENT AND PRICING

All fees to be charged to the CUSTOMER and payment commitments will be outlined in a related agreement or Statement of Work documents agreed to in writing between the CUSTOMER and DATABANK. CUSTOMER is responsible for providing DATABANK with proper written direction for payment processing such as the issuance of a Purchase Order.

Projects and project budgets will be outlined in the SOW documents that will be approved in advance by the CUSTOMER and DATABANK before the Products are purchased or the Services are initiated. Budgets and operating activities will be approved in advance by CUSTOMER before DATABANK commits substantial time or resources.

DATABANK shall invoice CUSTOMER for Products and Services based on approved SOW. Payment terms under this Agreement shall be "Net 30" from date of DATABANK invoice. Invoices shall be sent physically or electronically to the address identified in the SOW.

CUSTOMER agrees to pay amounts equal to any applicable value added tax, provincial, municipal, or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by CUSTOMER to DATABANK. DATABANK will invoice CUSTOMER for any taxes payable by CUSTOMER that are required to be collected by DATABANK pursuant to any applicable law, rule, regulation or other requirements of law.

CUSTOMER shall be responsible for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by DATABANK in connection with the performance of Services under this Agreement as set forth in the applicable SOW.

6.1 LATE PAYMENT

RESOLUTION OF DISPUTED INVOICES

In addition to the termination rights set forth above, if a payment is past due by 30 days or greater, DATABANK will discontinue any work being performed and suspend services until such time payment is received in full. If work is stopped, it will be DATABANK's discretion to determine when the project will restart, if there will be additional fees and the amount of those fees. Late payment interest of 1.5% per month will be charged on all past due invoices. CUSTOMER agrees to pay all reasonable attorney's fees, collection fees and interest for any outstanding invoices.

In the event that there is an invoice dispute, CUSTOMER shall pay the undisputed amounts of the invoice. The Parties shall use reasonable efforts to resolve the disputes within thirty (30) days after receipt of the invoice. CUSTOMER's payment obligations on all reasonably disputed amounts shall be suspended without penalty, interest, or other fine until the dispute is resolved. If there is determined to be no issue with the disputed amounts, and they are payable in their original form, DATABANK shall be entitled to charge late fees and/or interest in the amounts past due using the original invoice date as the basis for interest and fee calculation.

6.2 U.S. DOLLARS

All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement, shall be made in U.S. dollars.

7. MUTUAL NONDISCLOSURE

7.1 EXPECTATIONS

Both parties agree that any information provided by DATABANK is deemed confidential and proprietary to DATABANK to the extent allowable by law. This includes but is not limited to: (i) any information relating to its information security program including policies and procedures, (ii) written attestations, responses, and evidence relating to CUSTOMER, vendor, or regulatory inquiries and audits, (iii) any professional, industry, or regulatory certifications held by the organization, (iv) trade secrets, (v) intellectual property and (vi) any other confidential information.

The recipient of this information agrees to hold this information confidential during and after the term of this Agreement and any Statement of Work entered into hereunder.

7.2 DISCLOSURE AND USE RESTRICTIONS

The receiving Party will not use or disclose any Confidential Information without the disclosing Party's prior written consent, except to the receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving Party's obligations hereunder. In addition to the foregoing nondisclosure obligations, the receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving Party uses to protect the receiving Party's own confidential and proprietary information and trade secrets, and in no event less than reasonable care. The receiving Party shall return or destroy all Confidential Information promptly upon the request of the disclosing Party or upon termination of this Agreement.

7.3 NOTIFICATION AND REPORTING OF INFORMATION SECURITY INCIDENTS

In the event that an information security incident occurs within a CUSTOMER's internal network, where an established network connection exists between DATABANK and CUSTOMER, CUSTOMER shall notify DATABANK within a reasonable timeframe to avoid prolonged exposure of DATABANK's network.

7.4 RETURN OF CONFIDENTIAL INFORMATION

Upon request from the disclosing Party, the receiving Party shall immediately return to the disclosing Party all Confidential Information and copies thereof, or if directed by disclosing Party, shall immediately destroy or de-install such Confidential Information and all copies, and shall furnish proof of their destruction to the disclosing Party.

7.5 EXEMPTING PROVISIONS

Neither Party shall be bound by the obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which: (a) was known by the receiving Party prior to disclosure, as evidenced by its business records; (b) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement; (c) was disclosed to the receiving Party by a third party provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; (d) is independently developed by the receiving Party without use of the Confidential Information, as evidenced by its business records; or (e) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow it to seek protective or other court orders.

7.6 PROPRIETARY RIGHTS

No license of any patent right, copyright, or any other right in respect of the Confidential Information, other than as necessary to ensure the rights specifically granted herein, is granted to the receiving Party under this Agreement by implication or otherwise. This Agreement shall not constitute any representation, warranty, or guarantee to the receiving Party by the disclosing Party that Confidential Information does not infringe patents, copyrights, or any other rights of third parties.

7.7 PERMITTED USE OF CONFIDENTIAL INFORMATION

CUSTOMER is permitted to use Confidential Information only for purposes of receiving the Services and Products under this Agreement and any Statement of Work.

7.8 NON-SOLICITATION

The Parties agree that during the term of the Agreement and for (18) months 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. Neither Party shall, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current CUSTOMER or an affiliate or any prospective CUSTOMER 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 CUSTOMER.

7.9 LIABILITY

THE DISCLOSING PARTY MAKES NO REPRESENTATIONS, DOES NOT WARRANT, AND SHALL HAVE NO LIABILITY WHATSOEVER IN RESPECT OF ANY INFORMATION DISCLOSED BY IT PURSUANT TO THIS AGREEMENT.

7.10 DURATION OF CONFIDENTIAL INFORMATION

Non-Disclosure of Confidential Information shall apply for the duration and extend three (3) years from the termination date of this Agreement or any Statement of Work entered into hereunder, whichever is later.

7.11 EQUITABLE REMEDY

Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

8. CLASSIFICATION OF DATA AND HANDLING RESPONSIBILITIES

DATABANK considers all data being transferred between DATABANK and CUSTOMER to be confidential by default. As such, all confidential data must be adequately protected while being transferred between DATABANK and CUSTOMER's internal network(s), as well as when being stored, processed, or transmitted within either Party's internal network(s).

8.1 MINIMUM TECHNICAL SECURITY STANDARDS FOR PACKAGING AND TRANSMISSION

All transmissions and transfers of data shall be secured using industry standard secure protocols and/or technologies. Secure protocols and/or technologies shall include the following controls where applicable: (i) cryptography for data being transferred over open, public networks, (ii) procedures to ensure traceability and non-repudiation, (iii) the ability to maintain chain of custody while in transit, and (iv) acceptable levels of access control.

8.2 USE OF INSECURE TRANSMISSION/TRANSFER PROTOCOLS

Any CUSTOMER that wishes to use insecure data transmission/transfer protocols must sign a waiver acknowledging and accepting the risks that are introduced via the usage of insecure protocols and/or technologies. DATABANK cannot make exceptions to transmit sensitive information in an insecure manner. Additionally, approval for an exception to DATABANK's transfer procedures must be granted by DATABANK's Vice President of Information Technology.

8.3 INFORMATION SECURITY INCIDENT RESPONSIBILITIES

In order to provide security and compliance, DATABANK may need (i) to facilitate system, procedural, protocol or operational changes to address regulatory and/or legal changes or (ii) respond to an imminent information security threat. CUSTOMER agrees to allow DATABANK to do so.

8.4 COURIER IDENTIFICATION STANDARDS

In the event that a physical courier is required as part of the statement of work, a secure courier approved by DATABANK shall be used.

9. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property and Work Product created, made, originated, purchased or licensed by DATABANK for the purpose of performing the Services is not to be deemed a "work made for hire" and shall be the sole and exclusive property of DATABANK except as DATABANK may voluntarily choose to transfer such property, as set forth below. Documentation created by DATABANK about performed Services shall remain the property of DATABANK. The CUSTOMER shall be permitted to use any documentation or reporting created for the Services, for internal instructional, educational, and administrative purposes only.

CUSTOMER will not copy the technology without the express written consent of DATABANK, except as specifically allowed by the technology license agreement. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden. Other than as provided below, this Agreement does not provide the CUSTOMER with Intellectual Property or Work Product ownership or rights of any kind nor access to DATABANK created and owned Intellectual Property and Work Product 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.

Subject to the payment of all fees due and payable to DATABANK hereunder or under any applicable SOW, DATABANK acknowledges that, subject to the licenses granted and exceptions provided herein, DATABANK has no ownership interest in the Deliverables or custom software development created solely for Customer's use. Notwithstanding the foregoing, DATABANK shall retain sole ownership of and reserves unrestricted right to continue to use, and authorize others to use, any pre-existing or underlying Intellectual Property, Work Product, DataBank Methodology and/or DataBank Residual Information incorporated into the Deliverables and/or custom software development, and hereby grants to Customer a worldwide, non-exclusive, royalty-free, perpetual license to use such pre-existing works solely for the specific use as set forth in the SOW, the Deliverables and/or the custom software.

For purposes of this Section, (a) "DataBank Methodology" means (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization developed or known by DataBank prior to the commencement of work hereunder; and (b) "DataBank Residual Information" means information developed by DataBank during the Term hereof as part of a SOW regarding (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization that may become embodied in the Deliverables, and which may be retained in non-tangible form as general

knowledge and experience in the memory of those DataBank employees or subcontractors who have rightful access to the Deliverables.

10. LIMITS OF LIABILITY

IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF DATABANK, ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

DATABANK AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED THE LESSER OF (1) \$1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, PROFESSIONAL SERVICES FEES, EDUCATION SERVICE FEES AND ANNUAL MAINTENANCE FEES ACTUALLY PAID BY CUSTOMER TO DATABANK UNDER THIS AGREEMENT OR THE PARTICULAR STATEMENT OF WORK IN DISPUTE DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY CALCULATED PURSUANT TO THIS SECTION SHALL NOT INCLUDE PROCEEDING EXPENSES ADWARDED TO CUSTOMER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF THIS, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. INDEMNIFICATION

DATABANK shall defend, indemnify and hold CUSTOMER and its affiliates and their respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from (i) DATABANK's or its Employee's violation of applicable law, negligence, willful misconduct or breach of this Agreement, any SOW hereunder, or any undertaking, covenant, representation or warranty contained therein or (ii) the actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property right in connection with any Intellectual Property, including any Deliverable, or the use thereof by CUSTOMER. DATABANK agrees to defend any indemnified party, at CUSTOMER's request, against any such claim, demand or suit.

Where indemnification is sought by a Party (the "Claiming Party"), (a) it shall notify the other Party (the "Indemnifying Party) promptly of any claim or litigation or threatened claim to which the indemnification relates, provided, however, failure to provide prompt notification will only relieve the Indemnifying Party of its indemnity obligations to the extent of actual prejudice, if any; (b) upon the Indemnifying Party's written acknowledgement of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party shall afford the Indemnifying Party an opportunity to participate in and, at the option and expense of the Indemnifying Party, control, compromise, settle, defend or otherwise resolve the claim or litigation, provided that the Indemnifying Party shall not enter into any non-monetary settlement without the Claiming Party's prior written consent and the Claiming Party shall not affect any such compromise or settlement without prior consent of the Indemnifying Party, which shall not be unreasonably withheld; and (c) the Claiming Party shall reasonably cooperate with the Indemnifying Party at no cost to itself in any such compromise, settlement,

defense or resolution of such claim or litigation. If the Indemnifying Party does not so acknowledge its indemnification responsibility, the Claiming Party may proceed directly to enforce its indemnification rights.

12. INDEPENDENT CONTRACTOR

DATABANK and each of its Employees shall perform the Services as an independent contractor, and nothing contained in this Agreement or in any Statement of Work shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties or between CUSTOMER's employees and DATABANK's Employees. DATABANK and each of its Employees shall not take any action or permit any action to be taken on its behalf, which purports to be done in the name of or on behalf of CUSTOMER. Neither DATABANK nor any of its Employees shall, in any sense, be considered employees or agents of CUSTOMER. DATABANK or its Employees shall not be eligible or entitled to any benefits, perquisites or privileges given or extended to CUSTOMER employees.

DATABANK may subcontract all or any part of the Services provided. DATABANK shall remain responsible to CUSTOMER for the provision of any subcontracted Services.

13. MISCELLANEOUS

13.1 DISCLAIMER OF OTHER WARRANTIES.

DATABANK warrants to CUSTOMER that all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DATABANK's Employees assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this Agreement.

- (a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DATABANK MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. DATABANK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. DATABANK DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. DATABANK DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.
- (b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS AND SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.
- (c) NO ORAL OR WRITTEN INFORMATION GIVEN BY DATABANK OR EMPLOYEES SHALL CREATE ANY ADDITIONAL WARRANTY. NO MODIFICATION OR ADDITION TO THE LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT IS AUTHORIZED UNLESS IT IS SET FORTH IN WRITING, REFERENCES THIS AGREEMENT, AND IS SIGNED ON BEHALF OF DATABANK BY A CORPORATE OFFICER.

- (d) DATABANK TAKES COMMERCIALY REASONABLE STEPS TO DESIGN ITS SOFTWARE TO PROTECT THE SECURITY OF DATA SUBMITTED BY USERS, BUT IT DOES NOT AND CANNOT GUARANTEE THAT ITS SOFTWARE IS 100% SECURE FROM HACKING OR UNAUTHORIZED ACCESS. FURTHER, DATABANK DOES NOT CONTROL THE SERVERS ON WHICH ITS PORTAL WILL BE HOSTED, OR THE COMPUTERS, DEVICES, OR THE INTERNET OVER WHICH USERS MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION. DATABANK THEREFORE CANNOT PREVENT INTERCEPTIONS OR COMPROMISES TO USER DATA WHILE IN TRANSIT TO PROVIDER, NOR CAN DATABANK PREVENT ALL UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTER NETWORKS OR THE DATA STORED ON CUSTOMER'S COMPUTER NETWORKS. DATABANK MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED BY MEANS OF DATABANK'S SOFTWARE OR PORTAL. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF ITS COMPUTER NETWORKS, AND IT AGREES TO DEFEND AND INDEMNIFY DATABANK AGAINST ANY THIRD PARTY CLAIM BROUGHT AGAINST DATABANK THAT ARISES FROM OR RELATES TO HACKING, A BREACH OF SECURITY, OR OTHER UNAUTHORIZED ACCESS TO DATA SUBMITTED THROUGH DATABANK'S SOFTWARE OR PORTAL.

13.2 MARKETING AND PUBLICITY

Except as specifically set forth in this Agreement, as consented to by the Parties in writing, or as necessary to perform its obligations under this Agreement, neither Party shall, without the prior written consent of the other Party, use the names, services marks or trademarks of such other Party nor the name of any Employee of such other Party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

13.3 FORCE MAJEURE

No failure, delay or default in performance of any obligation of a Party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; disease; viruses; pandemic, or the act, negligence or default of the other Party) and without negligence or willful misconduct of the Party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. This Section 13.3 shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a Party under this Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, the other Party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

13.4 ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of each of the Parties, their successors and assigns. Neither Party may assign this Agreement or any SOW hereunder or assign its rights or delegate its duties hereunder, without the prior written consent of the other Party (except in connection with a merger, sale of all or substantially all of a Party's assets or other form of corporate reorganization of that Party, provided that the assigning Party shall provide written notice to the other Party) and any purported assignment in violation of this Section will be without force or effect.

13.5 ARBITRATION

Except for a claim for injunctive relief which can be brought in any Court of competent jurisdiction, if there is a dispute, claim, or disagreement arising from or relating to this Agreement, Statement of Work, or the breach thereof, the parties shall use their best efforts to settle the matter. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days (or within such additional time as the parties agree), then, upon notice by either Party to the other the matter shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The Arbitrator shall not have the authority to add to, or modify this provision, or to award punitive damages to any injured Party. If the CUSTOMER is the Party making the claim, the arbitration proceeding shall be conducted in the State of Florida in Leon County. If DATABANK is the Party making the claim, the arbitration proceeding shall be conducted in Northern New Jersey. Alternatively, the Parties may agree on another mutually agreeable location. The arbitration proceeding shall be conducted by a single Arbitrator selected under the Rules of the American Arbitration Association. Costs and fees of the Arbitration shall be borne equally between the Parties and each Party shall be responsible for its own attorney's fees.

13.6 WAIVER

The failure of a Party to enforce any provision of this Agreement or any SOW hereunder shall not constitute a waiver of such provision or the right of such Party to enforce such provision and every other provision.

13.7 NOTICES

Day to day communications regarding the Products and Services should be provided to the employees involved in the Statement of Work or identified account manager. Any legal notices or consents pursuant to this Agreement shall be in writing and shall be sent to the Parties at the following physical address and shall be deemed to have been duly given on the date delivered in person, or sent overnight delivery service, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested:

If to DATABANK: DATABANK
 458 Pike Road
 Huntingdon Valley, PA 19006
 ATTN: Office of the CFO (Contract Compliance Administrator)
 Email: ContractCompliance@databankimx.com
 Phone: 800-873-9426

If to CUSTOMER: FLORIDA HOUSING FINANCE CORPORATION
227 N. Bronough Street Suite # 5000
Tallahassee, FL 32301
ATTN: Hugh R. Brown, General Counsel
Email: Hugh.Brown@floridahousing.org

13.8 GOVERNING LAW

This Agreement and any claim, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Florida.

13.9 ENTIRETY

This Agreement, Exhibits, Statements of Work and any additional agreements between the Parties hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications, written or oral, with respect thereto. This Agreement may only be amended or modified by a writing duly executed by both Parties that expressly references and amends this Agreement.

13.10 SEVERABILITY

If any part of this Agreement or any part of a Statement of Work shall be held by a court of competent jurisdiction to be invalid, illegal, unenforceable or overly broad as to particular provisions, this Agreement or such Statement of Work shall remain in full force and effect as to the remaining provisions.

13.11 INTERPRETATION

The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

13.12 THIRD PARTIES

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

13.13 AUTHORITY

Each individual executing this Agreement and any SOW hereunder on behalf of a Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement or such SOW (as applicable) on behalf of said Party and that this Agreement and any SOW hereunder is binding upon said Party in accordance with this Agreement's terms.

13.14 WAIVER

No waiver of any right or remedy on one occasion by either Party shall be deemed a waiver of such right or remedy on any other occasion.

13.15 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission or email via a portable document format "pdf", or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, which will have the same effect as physical delivery of the paper document bearing the original signature.


IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

DATABANK IMX, LLC
A Kyocera Company

FLORIDA HOUSING FINANCE CORPORATION

DocuSigned by:

D9AC1651C88D420...
By: _____
(signature)


By: _____
(signature)

Name: Lee Meyerdirk Name: Hugh R. Brown
(Print name) (Print name)

Title: Practice Director Title: General Counsel

Date: 2/22/2022 Date: 2/18/22

14. EXHIBIT A - Statement of Work Requirements

DataBank Statement of Work

Professional Services and Product

This Statement of Work ("SOW") is made and entered into effective as of the date that the last party to sign this "SOW" has executed the same (as indicated by the date entered by such party with its signature below) (the "SOW Effective Date") by and between DataBank IMX, A Kyocera Company ("DATABANK") and Florida Housing Finance Corporation ("CUSTOMER") in connection with a certain project ("Project") identified below pursuant to the Master Service and Confidentiality Agreement ("MSA") between CUSTOMER and DATABANK dated 2/14/2022. The terms and conditions of the Agreement are hereby incorporated by reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. Proprietary and Confidential Statement

The enclosed materials are proprietary to DATABANK. The terms, conditions, and information set forth herein are confidential to DATABANK and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction or transmission is expressly prohibited without the prior written consent of DATABANK. These material summarize a proposed solution and are for informational purposes only to assist in your evaluation of DATABANK for a proposed solution.

2. General Terms and Conditions

The performance of the Services described in this Statement of Work ("SOW") by DATABANK for the CUSTOMER is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW. If this agreement is not made pursuant to a MSA, then the terms and conditions in DataBank's standard MSA shall be incorporated herein by reference and made part of this SOW. The standard DataBank MSA will be provide upon request.

CUSTOMER agrees to provide to DATABANK the information and assistance described in this SOW. CUSTOMER agrees that if DATABANK's Employees are required to perform the Services at CUSTOMER's facility, CUSTOMER shall provide adequate working space, facilities and equipment for such Employees.



