

**FRIST AMENDMENT TO
ELATION SYSTEMS MASTER APPLICATION SERVICE AGREEMENT
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
ELATION SYSTEMS, INC**

THIS FIRST AMENDMENT, entered on the 23rd day of March 2024, modifies the **Elation Systems Master Application Service Agreement** entered on the 23th day of March 2023, between the Florida Housing Finance Corporation, and Elation Systems, Inc., a California corporation.

1. Page 11, Insert the following:

25. Elation Systems attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.


2. Replace Exhibit A - Fee Schedule with the following that cover from 3/23/2024 to 3/22/2025.

Annual flat fee subscription for **Section 3** for up to 30 projects at \$18,500. For project that exceeds 30, it will bill at \$100/project/month for each of the additional projects.

Annual flat fee subscription for **Davis-Bacon** for up to 10 projects at \$37,000. For project that exceeds 10, it will bill at \$350/project/month for each of the additional projects.

Subscription fee is due at beginning of the service term.

FLORIDA HOUSING FINANCE CORPORATION


Annelise G. Sellers
Authorized signature / Name

CEO
Title:

3/8/24
Date:

ELATION SYSTEMS, INC.


Rick Shi
Authorized signature / Name

president
Title:

3/10/24
Date:

Elation Systems Master Application Service Agreement

AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF ELATION SYSTEMS (THE EALTIONSYS) ONLINE SERVICE (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

Welcome

As part of the Service, Elation Systems, Inc. will provide you with use of the Software Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Elation Systems website incorporated by reference herein, including but not limited to Elation Systems' privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security

Elation Systems reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Individual users, when they initially log in, will be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Elation Systems from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under Personal Setup. Note that because the Service is a hosted, online application, Elation Systems occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

2. License Grant & Restrictions

Elation Systems hereby grants you a non-exclusive, non-transferable, nationwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Elation Systems and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any unauthorized third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) 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. User licenses cannot be shared or used by more than one individual User but 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.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Elation Systems immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Elation Systems immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Elation Systems user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Elation Systems does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Elation Systems, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all reported Data, and Elation Systems shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any reported Data except as detailed within this Agreement. In the event this Agreement is terminated, Elation Systems will make available to you a file of the Customer Data within 60 days of termination if you so request at the time of termination. Elation Systems reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use the reported Data immediately ceases.

Elation agrees to notify you in writing within five (5) business days of any discovery by Elation of any breach or suspected breach of the provisions of this Agreement or any loss or unauthorized use, disclosure, acquisition of or access to any of your confidential information and/or your business systems of which Elation becomes aware (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect on you, if known, of the Data Breach and the corrective action taken or to be taken by Elation. Elation shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with you in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach.

In the event of any actual or apparent theft, unauthorized use or disclosure of any of your data, Elation will immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and within two (2) business days following discovery of any such event, provide you notice thereof, and such further information and assistance as may be reasonably requested.

5. Intellectual Property Ownership

Elation Systems alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Elation Systems Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Elation Systems Technology or the Intellectual Property Rights owned by Elation Systems. The Elation Systems name, the Elation Systems logo, and the product names associated with the Service are trademarks of Elation Systems or third parties, and no right or license is granted to use them.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Elation Systems and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Elation Systems does not endorse any sites on the Internet that are linked through the Service. Elation Systems provides these links to you only as a matter of convenience, and in no event shall Elation Systems or its licensors be responsible for any content, products, or other materials on or available from such sites. Elation Systems provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments may be made annually, monthly, or quarterly, consistent with the Initial Term, or as otherwise mutually agreed upon. Elation Systems reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. (Exhibit A – Fee Schedule)

8. Billing and Renewal

Elation Systems charges and collects for use of the Service. Elation Systems will automatically renew and bill your credit card or issue an invoice to you (a) every month for monthly licenses, (b) every quarter for quarterly licenses, (c) each year on the subsequent anniversary for annual licenses, or (d) as otherwise mutually agreed upon. Fees for other services will be charged on an as-quoted basis. Elation Systems' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Elation Systems' income.

You agree to provide Elation Systems with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Elation Systems reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless Elation Systems in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes.

If you believe your bill is incorrect, you must contact us in writing within 15 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension

In addition to any other rights granted to Elation Systems herein, Elation Systems reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 2.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or Elation Systems initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees schedule issued by Elation Systems. You agree that Elation Systems may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Elation Systems reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Elation Systems has no obligation to retain your Data and that such Customer Data may be irretrievably deleted if your account is 60 days or more delinquent.

10. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Elation Systems' then current fees. Either party may terminate this Agreement effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated, Elation Systems will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Elation Systems has no obligation to retain

the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Elation Systems Technology or Service will be deemed a material breach of this Agreement. Elation Systems, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Elation Systems may terminate a free account at any time in its sole discretion. You agree and acknowledge that Elation Systems has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Elation Systems represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Elation Systems help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

13. Mutual Indemnification

To the extent allowable by law, you shall indemnify and hold Elation Systems, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all 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 Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Elation Systems (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Elation Systems of all liability and such settlement does not affect Elation Systems' business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Elation Systems shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Elation Systems of its representations or warranties; or (iii) a claim arising from breach of

this Agreement by Elation Systems; provided that you (a) promptly give written notice of the claim to Elation Systems; (b) give Elation Systems sole control of the defense and settlement of the claim (provided that Elation Systems may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Elation Systems all available information and assistance; and (d) have not compromised or settled such claim. Elation Systems shall have no indemnification obligation, and you shall indemnify Elation Systems pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, and hardware or business process.

14. Disclaimer of Warranties

ELATION SYSTEMS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. ELATION SYSTEMS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ELATION SYSTEMS AND ITS LICENSORS.

15. Internet Delays

ELATION SYSTEMS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ELATION SYSTEMS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS

LICENSORS BE LIABLE TO ANYONE 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 OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

18. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

19. Notice

Elation Systems may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Elation Systems' account information, or by written communication sent by first class mail or pre-paid post to your address on record in Elation Systems' account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Elation

Systems (such notice shall be deemed given when received by Elation Systems) at any time by any of the following: letter sent by confirmed facsimile to Elation Systems at the following fax numbers (whichever is appropriate): (925) 924-0387; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Elation Systems at the following addresses (whichever is appropriate): Elation Systems, 5000 Hopyard Road, Suite 405, Pleasanton, CA 94588, addressed to the attention of: Account Management.

20. Modification to Terms

Elation Systems reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment

This Agreement may not be assigned by you without the prior written approval of Elation Systems but may be assigned without your consent by Elation Systems to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

The parties acknowledge and agree that any disclosure of your data will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such data.

22. General

With respect to U.S. Customers, this Agreement shall be governed by Florida law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Leon County, Florida. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Elation Systems as a result of this agreement or use of the Service. The failure of Elation Systems to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Elation Systems in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Elation Systems and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Elation Systems understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

Elation Systems understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

Elation Systems shall comply with the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards.

23. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the Elation Systems website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Elation Systems from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is quarterly, the Initial Term is the first quarter); "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; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order Center" means Elation Systems' online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service; "Elation Systems" means collectively Elation Systems, Inc., a California corporation, having its principal place of business at 5000 Hopyard Road, Suite 405, Pleasanton, CA 94588; "Elation Systems Technology" means all of Elation Systems' proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Elation

Systems in providing the Service; "Service(s)" means the specific edition of Elation Systems' online customer relationship management, billing, data analysis, or other corporate services identified during the ordering process, developed, operated, and maintained by Elation Systems, accessible via a designated web site or IP address, or ancillary services rendered to you by Elation Systems, to which you are being granted access under this Agreement, including the Elation Systems Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Elation Systems at your request).

24. Public Records

Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Elation Systems in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Elation Systems represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Elation Systems will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Elation Systems is acting on behalf of Florida Housing.

If Elation Systems has questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this contract, contact Florida Housing's Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

FLORIDA HOUSING FINANCE CORPORATION

 Hugh R. Brown

Authorized signature / Name

General Counsel

Title:

3-21-23

Date:

ELATION SYSTEMS, INC.

 / Rakesh

Authorized signature / Name

Title: president

Date: 3/22/23



Exhibit A - Fee Schedule

Elation Compliance Management Systems Subscription Pricing

Multiple Projects subscription*					
Active Monthly Project(s)	Monthly subscription module pricing				
	Davis-Bacon Labor Compliance (/project/month)	DBE, MWBE Utilization (/project/month)	Section 3 (/project/month)		
1st	\$550	\$100	\$100		
2nd	\$440	\$90	\$100		
3rd	\$400	\$90	\$100		
4th	\$400	\$90	\$90		
5th	\$400	\$90	\$90		
6th	\$350	\$80	\$90		
7th	\$350	\$80	\$80		
8th	\$350	\$80	\$80		
9th	\$350	\$80	\$80		
10th or more	\$300	\$70	\$80		

Other customization and integration Services are available on as needed basis

Project Manager = \$205 / hour
 Software Engineer = \$185 / hour

* The subscription fee includes software license and technical support. Any new functions and updates added to the system during the subscription period will be free of charge to all users.

Please Note: subscription fees are subject to the annual inflation adjustment.

Rates are good thru 12/31/2023