



**FLORIDA HOUSING FINANCE
CORPORATION**

STATEMENT OF WORK

ONBASE UPGRADE

NOVEMBER 17, 2023



DataBank
A KYOCERA GROUP COMPANY

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VERSION CONTROL

Document Attributes

| | |
|-------------------------|--|
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| Document Identifier | 05032023 Florida Housing Finance Corp_OnBase Upgrade_SOW |
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Version History

| Version Number | Date | Responsibility (Author) | Description |
|----------------|------------|-------------------------|---------------------------------------|
| 0.1 | 5/3/2023 | Rick Billiet | Initial draft |
| 0.2 | 8/16/2023 | Francheska Torruellas | Add Professional Discount – (\$2,500) |
| 0.3 | 10/10/2023 | Rick Billiet | Removed VBScripts, added Data Sets |
| 0.4 | 11/17/2023 | Julie Krull | Customer Revisions |

RACI Chart

| Name | Position | * | R | A | S | C | I |
|-----------------------|---|---|---|---|---|---|---|
| Lee Meyerdirk | DataBank - Government Practice Director | X | | X | X | | X |
| Adam Herrmann | DataBank – Senior Vice President of Services | | | X | X | | X |
| Kendra Deutsch | DataBank - Government Professional Services Director | | | | X | | X |
| Julie Krull | DataBank - Bid Manager | | X | | | | X |
| Rick Billiet | DataBank - Manager, Infrastructure & Database | | | | X | | X |
| Francheska Torruellas | DataBank - Solutions Consultant | | | | X | | X |
| Ed Pilote | Florida Housing Finance Corporation - Project Sponsor | X | | | | X | X |

Column Key

* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement
 R – Responsible: Person responsible for creating this document.
 A – Accountable: Person accountable for accuracy of this document.
 S – Supports: Individuals providing supporting services in the production of this document.
 C – Consulted: Individuals providing input (interviewee, etc.).
 I – Informed: Individuals who must be informed of any changes.

End User Maintenance

| | |
|--------------------|-----------|
| Customer Number | 6117 |
| Maintenance Status | Full |
| Expiration Date | 7/31/2024 |

DataBank has verified End User Maintenance will be valid for the duration of this project.



EXECUTIVE SUMMARY

Hyland Software, Inc., manufacturer of OnBase, occasionally releases new versions of the software. Each new version may contain new modules, new features in existing modules, corrections and/or enhancements to the software. DataBank strongly encourages their Customers to stay relatively current with the release schedule of OnBase. This benefits Customers in terms of maintenance, support, and overall user experience.

Florida Housing Finance Corporation(hereinafter referred to as "Customer") is seeking to upgrade their current OnBase environments and is leveraging DataBank IMX, LLE, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 to assist with the upgrade implementation.

OBJECTIVE

The objective of this document is to present the project scope, deliverables, assumptions, and professional service estimates for implementing the solution at Customer. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

UPGRADE PROJECT PLAN OVERVIEW

This Statement of Work outlines a project plan for an Incremental Parallel (IPUP) OnBase Upgrade from version 20.3.50.1000 to OnBase Foundation Build.

This project is to be performed remotely, using a remote screen-sharing application (Teams, Zoom, etc.).

Environments, servers and complex solutions to be covered under this project are:

TEST Environment

- 1 Database Server
- 1 App Server
- 1 Processing Server

PROD Environment

- 1 Database Server
- 1 App Server
- 1 Processing Server

Certain OnBase modules pose particular considerations for OnBase projects. Modules licensed in the Customer environment include, but are not limited to:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Workflow | <input type="checkbox"/> WorkView | <input type="checkbox"/> SSO/Identity Provider |
| <input type="checkbox"/> Encrypted Keyword/Diskgroups | <input type="checkbox"/> Autonomy IDOL | <input type="checkbox"/> File Server/DDS |
| <input type="checkbox"/> Mobile | <input checked="" type="checkbox"/> Thick Client Processing | <input checked="" type="checkbox"/> Other |

As part of this project, the OnBase database and/or component servers will be migrated to new hardware, or virtual hardware. This is a billable expense that is included in Time and Expenses estimates. Due to the number of servers and the complexity of architecture, a change order may be required if further complexity or unreported performance issues are discovered once the project begins.

As part of the upgrade readiness analysis an assessment of custom functionality was performed. The results are –

Summary:

- Up to 17 VBScript replacements
- Up to 9 SQL AF/DS replacements



- Update DLLs for web service

Details:

- 6 HTML Forms – none urgent (out of scope)
 - EForm_COMP-ChangeofOwnership.html
 - EForm_SYSDocHandleCopy.html
 - Pending_Days.htm
 - Recert_Unit_Entry.htm
 - SA_Filter.htm
 - SA_Reassignment.htm
- 4 Unity Scripts (out of scope)
 - UnityScript_DevelopmentNames.cs
 - UnityScript_Get_MCCBorrowerByReservationID.cs
 - UnityScript_UpdateFundingStatus.cs
 - UnityScript_UpdateKeywords.cs
 - 2 make database connections (Customer should verify connection strings if servers move)
- 19 VBScripts
 - Any in-use should be replaced
 - 2 are empty and can be ignored
 - VBScript_AFKS-MCCReservationID[External].vbs
 - VBScript_guess.vbs
 - List of non-empty scripts
 - VBScript_COMP-Assign8823ID.vbs
 - VBScript_COMP-Check8823ID.vbs
 - VBScript_COMP-ClearUnitsinPropBag.vbs
 - VBScript_COMP-CreateAOCCorrectionLetter.vbs
 - VBScript_COMP-CreateAOCOwnerLateLetter.vbs
 - VBScript_COMP-CreateLettertotheIRS.vbs
 - VBScript_COMP-CreateLettertotheOwner.vbs
 - VBScript_COMP-CreateMultipleInstancesoftheNarrative.vbs
 - VBScript_COMP-CreateNarrativeTemplate.vbs
 - VBScript_COMP-CreateSingleNarrative.vbs
 - VBScript_COMP-RemoveUnitsfromDocument.vbs
 - VBScript_COMP-Reset8823ID.vbs
 - VBScript_COMP-Set8823IDinPropBag.vbs
 - VBScript_COMP-Set8823IDtoDocHandle.vbs
 - VBScript_COMP-SetCommitteeReviewDateonRelatedDocuments.vbs
 - VBScript_COMP-SetNarrative_FormRelationKeyword.vbs
 - VBScript_COMP-SetUnitNumbersinPropBag.vbs
- 6 SQL Autofills
 - Development Name [External]
 - F - Journal Entries by Batch ID [External]
 - F - Orig. Audit Trail Code By Batch ID [External]
 - HPPID [External]
 - MCC - ReservationID [External]
 - OnBase Senior Analyst Real Name from User Name
- 3 SQL Datasets
 - Development Name
 - F - Batch ID
 - SHIP - Local Government/Jurisdiction
- 1 Integration Web Service
 - Will require update of Hyland DLLs



Hyland has removed the Workflow functionality from the OnBase Thick Client as of version 23.1. Any end users currently using Thick Client workflow will need to be transitioned to the Web or Unity Client. Any back end processing will need to be moved to the Hyland Timer Service. As part of this project DataBank can install the required modules. Depending on the level of complexity of the solution a change order may be required to set up the workflows to run using the new modules.

SCOPE OF SERVICES

The scope of this project consists of planning, discovery, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

| Activity | Description |
|--|---|
| Environmental Discovery and Project Initiation | <ul style="list-style-type: none"> • Outline roles and responsibilities between Customer and DataBank. • Discuss downtime (window when Customer cannot access OnBase). • DataBank will share User Acceptance Testing best practices and discuss Customer testing responsibilities as needed. • Determine target delivery date and rollout plan. • DataBank will survey Customer environment and document servers, processing locations, timers, and service paths. • DataBank will review all existing and/or new servers for compatibility and ensure they have necessary pre-requisites installed prior to install. • DataBank will analyze the existing OnBase software configuration and database settings. • DataBank to provide Customer with documentation on how to download necessary installer files from Hyland. Customer to download files. |
| Test Refresh | <ul style="list-style-type: none"> • The current Test database will be replaced by a copy of the Production database in order to refresh configuration and metadata in the Test environment. |
| Upgrade Test Environment Implementation | <ul style="list-style-type: none"> • DataBank will provide Customer with guidelines for server compatibility upon request. • Customer will provide servers as identified in Project Kickoff meeting, and is responsible for granting remote server access and necessary rights to the DataBank Engineer at the agreed upon time. • Server Migration to be implemented as part of IPUP process. • Upgrade project will include moving the OnBase database. • If moving the OnBase database to a new server, Customer holds responsibility for taking a full backup of the production database and moving the database to the new database server. DataBank will be responsible for updating database connections, and database pointers within OnBase. • DataBank will install destination version OnBase server components to as determined in Environmental Readiness Assessment. • Customer assumes responsibility for all new server OS compatibility including target OnBase version prerequisites, unless otherwise stated in |



| Activity | Description |
|---|---|
| | <p>this document. Servers and DataBank access to servers must be available on the negotiated date or the project may be delayed.</p> <ul style="list-style-type: none"> • Customer assumes responsibility for Third-Party applications hosted on these servers and their compatibility. • DataBank will consult with Customer on Test Data migration and will point Test disk groups to Test volumes. • Customer will be responsible for moving Test Data. • Customer is responsible for backing up the OnBase database. • Upgrade database and all component servers to target version. • DataBank will perform basic functionality testing of the Test upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. • Customer will be required to conduct user acceptance testing with Customer Subject Matter Experts and sign off on the Test environment upgrade. • After DataBank receives Customer sign off, upgrade can be performed in the production environment. |
| <p>Upgrade Production (Prod) Environment Implementation</p> | <ul style="list-style-type: none"> • Customer is responsible for backing up the OnBase database. • DataBank will provide Customer with guidelines for server compatibility upon request. • Customer will provide servers as identified in Project Kickoff meeting, and is responsible for granting remote server access and necessary rights to the DataBank Engineer at the agreed upon time. • Server Migration to be implemented as part of IPUP process. • Upgrade project will include moving the OnBase database. • If moving the OnBase database to a new server, Customer holds responsibility for taking a full backup of the production database and moving the database to the new database server. DataBank will be responsible for updating database connections, and database pointers within OnBase. • DataBank will install destination version OnBase server components to as determined in Environmental Readiness Assessment. • Customer assumes responsibility for all new server OS compatibility including target OnBase version prerequisites, unless otherwise stated in this document. Servers and DataBank access to servers must be available on the negotiated date or the project may be delayed. • Customer assumes responsibility for Third-Party applications hosted on these servers and their compatibility. • Upgrade database and all component servers to target version. • DataBank will perform basic functionality testing of the Prod upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. • Customer will be required to conduct user acceptance testing with Customer Subject Matter Experts and sign off on the Prod environment upgrade. • Within 5 days after project hand-off, support of the system will be transitioned to DataBank Support. |



| Activity | Description |
|-----------------------------|---|
| Testing and Go-Live Support | <ul style="list-style-type: none"> • DataBank will provide post-upgrade support for unexpected software behavior or issues reported by Customer. • Any custom integration pieces should undergo User Acceptance Testing by Customer, and OnBase-side integration will be supported by DataBank. • If using the IPUP methodology, a Foundation version of OnBase and a Legacy version of OnBase will coexist for the duration of the project. To cut down on Go-Live Support costs and improve turnaround time, if unexpected behavior occurs in the Foundation version environment, Customer should verify all reported issues are not occurring in the Legacy environment prior to reporting the issue. • Customer is responsible for reporting & prioritizing unexpected behavior. • If issues are found with the software or upgraded environment result in a Software Change Request (SCR) from Hyland Software and Customer chooses to have DataBank upgrade the solution to a later fixed build, and this causes Go-Live Support to exceed the estimated hours, a Change Order for extra support time may be required. |
| Project Management | <ul style="list-style-type: none"> • DataBank will own project management activities such as status meetings, budget reports, and change management. |

The following items have been discussed but are considered out of scope for this project:

| Activity | Description |
|--|--|
| SQL to Unity Conversion | <ul style="list-style-type: none"> • The conversion of the 9 SQL-Based External Autofills and External Datasets will be performed by the Customer. If it is determined that DataBank needs to perform this work, a change order will be required. |
| Electronic Form Rewrites | <ul style="list-style-type: none"> • Following a pre-upgrade custom form check, it is assumed that there are no electronic forms that need to be rewritten at this time. If forms are identified and need to be rewritten, a change order will be required. |
| Script Conversions | <ul style="list-style-type: none"> • Following a pre-upgrade custom script check, it is assumed that there are no custom Scripts that need to be converted at this time. If Scripts are later identified and must be converted, a change order will be required. |
| User Acceptance Testing | <ul style="list-style-type: none"> • User Acceptance Testing is defined as the testing of unique processes configured by the Customer through the OnBase product. • To minimize DataBank's billable time, User Acceptance Testing is the responsibility of the Customer. • DataBank requires Customer involve their business subject matter experts and/or end users in functional testing. |
| Configuration of modules or components not currently installed | <ul style="list-style-type: none"> • OnBase solutions, configuration or components that are not currently installed will not be considered in scope for this project. • No additional new functionality will be considered part of the project. |



| Activity | Description |
|--|--|
| | <ul style="list-style-type: none"> Any requests for DataBank to change configuration of existing components will require an approved change order. |
| Workstation Customer software deployment | <ul style="list-style-type: none"> Customer is responsible for deploying OnBase Customer-side software, ODBC Data Sources, or other items to user workstations, unless explicitly stated in scope, or if an approved change order is processed. |
| OnBase Training | <ul style="list-style-type: none"> Upgraded software may include new configuration options or updates to the user interface (UI). Administrator or end user training is not considered in scope for any upgrade project. If training is required, Customer will work with their Account Manager in a separate service request. |
| Data Conversion | <ul style="list-style-type: none"> Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required. |
| Custom Interfaces | <ul style="list-style-type: none"> Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order. |
| Integrations | <ul style="list-style-type: none"> Application integrations with OnBase will require a change order. |
| Activities not listed | <ul style="list-style-type: none"> Activities not listed in the in scope statement will require a change order. |

DEFINITION OF DONE

DataBank defines upgrade project status as "Done"; that is, completed and ready for sign-off when the following statuses are present:

- All in scope installation activities have been completed
- All showstopper issues have been corrected or a viable workaround has been found
- Project will remain open for up to 15 (fifteen) days after the upgrade of the production system is complete. If after 15 days there are no open issues the project will be considered complete.

Note any non-showstopper issues with the software may be kept open with the upgrade technician when necessary. Pursuing corrections for unexpected software behavior often requires installing a new build of OnBase for correction. Once the unexpected software behavior is corrected and scheduled for release the issue will be considered closed. Resolution will require installing a new build and that installation would require a change order.

COMPENSATION & PAYMENT SCHEDULE

DataBank will charge and bill services fees to Customer for the Professional Services provided under this SOW in the following manner:

- Milestone or Fixed fee project payments will be billed upon delivery or completion of the milestone.

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within thirty (30) days upon date of invoice from DataBank.



Professional Services Fees - Fixed fee

The services rendered under this SOW will be delivered on a fixed fee basis. All Fixed fee or Milestone projects will require a Project Initiation to commence. From that point forward, DataBank shall invoice Customer on completion or delivery of the following project related milestones. Travel and Expenses are outlined separately in the section below.

| Milestone | Deliverables | Fixed fee |
|--|--|-------------------|
| Environmental Discovery and Project Initiation | <ul style="list-style-type: none"> ▪ Project Kickoff ▪ Project Plan ▪ Release notes, documentation, download file info from Hyland Community | \$1,848.00 |
| Test Refresh, Upgrade Test and Implementation | <ul style="list-style-type: none"> ▪ Refresh Test environment ▪ Upgrade done on Test Servers ▪ Database schema updated ▪ Custom Dev assistance completed | \$2,282.00 |
| Upgrade PROD and Implementation | <ul style="list-style-type: none"> ▪ Upgrade done on PROD Servers ▪ Database schema updated ▪ Project Sign-off | \$3,310.00 |
| Production Deployment | <ul style="list-style-type: none"> ▪ Onsite Go-Live Support | \$1,800.00 |
| Professional Discount | <ul style="list-style-type: none"> ▪ Pre-Upgrade Build Refresh to 20.3.58.1000 | (\$2,500.00) |
| Total | | \$6,740.00 |

Note: Fixed cost project. Customer will be billed for the specific milestone amount upon completion of each milestone above.

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends Customer add a contingency reserve of 20% of total project estimate to account for change orders and additional request.

DATABANK POLICIES

Travel & Expense Policy

Work is to be performed remotely. Any request of onsite work would require a Change Order. Travel costs will be reimbursed in accordance with s.112.061, Fla. Stat., and Florida Housing Finance Corporation's travel policy.

Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:

- Work is being performed in the same time zone as DataBank Headquarters (EST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
- Work is being performed in a different time zone other than that of DataBank Headquarters (EST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.



Change Order Policy

Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if the schedule changes from the defined schedule in this SOW, or Project Assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

Non-Solicitation of Employee(s) Policy

The parties agree that during the term of the agreement and for three years 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. Each party shall not, 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 Customers 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 Customers.

REQUIRED DOCUMENTATION

The following documents are required prior to DataBank scheduling the start of the project and prior to any work being performed.

1. Signed Statement of Work

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

CUSTOMER RESPONSIBILITIES

Customer agrees that the following actions and project requirements will be solely owned and completed/provided by Customer staff and Customer resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Customer responsibilities not provided during the project will result in a change order to account for increased project schedule, increased resource expenses, and increased operating expenses.

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Customer.

1. All applicable System Servers are installed, tested, and properly working
2. All applicable Operating Software is installed, tested, and working properly
3. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
4. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
5. Customer will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
6. Customer will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.



Required During Project

Customer will provide the following during the project.

1. Customer will maintain and keep available all line items listed as requirements prior to project start.
2. Customer will manage/schedule its own resources during the project.
3. Customer will test the deployed solution as defined within the Solution Design Document.
4. Customer will document all issues/change requests as part of the Customer testing process.

PROJECT ASSUMPTIONS

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank Project Manager as a project risk. A change order will be required for any variables that do not match the Project Assumptions and that impact the project deliverables, project schedule or project expenses.

1. Recognizing that technology is a changing landscape in which changes to software (OS and browser updates, OnBase major versions, etc.) are outside the control of DataBank, this quote and description of work is valid for 180 days following delivery of the Statement of Work to the Customer or the next OnBase long term release (LTR), whichever comes first. If work does not begin within that allotted period, a follow-up review of the system will be performed, and a Change Order for additional work may be required.
2. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
3. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a \$6,500.00 a week resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.
4. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Additional hours may be added as needed via Change Order. Any additional testing support requirements must be defined.
5. During Customer testing, the only issues that will be considered to be addressed are those that are not pre-existing issues and are upgrade-related.
6. DataBank will manage/schedule its own resources during the project.
7. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties. Additional Project Status requirements are subject to applicable Project Management fees.
8. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
9. After completion of the upgrade, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the upgrade project scope. After the 15th business day, post-upgrade support will transition to the DataBank Support teams to provide primary assistance.
10. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
11. DataBank does recognize that remote access will be done with the Customer's OnBase technical staff person. The Customer will require that the DataBank engineer remote into their technician's machine and the technician will rout them into the servers, using their own credential to give them access.



12. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
13. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

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. 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 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.

BINDING EFFECTS AND AGREEMENTS

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”) with a location at 227 N Bronough St Ste 5000 Tallahassee, FL 32301] in connection with a certain project (“Project”) pursuant to the Master Service and Confidentiality Agreement (“MSA”) between Customer and DataBank. 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.

PROPRIETARY & CONFIDENTIAL STATEMENT

The enclosed materials are proprietary to DataBank. To the extent allowable by law, 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.

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 provided 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.



ACCEPTANCE OF SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to DataBank within 90 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

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

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

DataBank IMX

Company Name ("DataBank")

Electronically Signed 2023-12-11 21:35:35 UTC - 66.17.117.126
Kendra Deutsch - 12/11/23
Nintex AssureSign® 64a37680-4c51-4f54-80d5-60d5016296e6

By (Signature)

Kendra Deutsch - PS Director

Printed Name and Title

2023-12-11 15:35:
__/__/__

Dated

Florida Housing Finance Corp

Company Name ("Customer")

[Handwritten Signature]

By (Signature)

Angelika G. Sellers, CFO

Printed Name and Title

12 / 11 / 23

Dated

Billing Information

Anelis Figueroa, IT Service Analyst
Billing Contact and Title

Anelis.Figueroa@floridahousing.org
Billing Email Address

227 N. Bronough St., Ste. 5000
Billing Address

Tallahassee, FL 32301
Billing City, State, Zip

City, State, Zip



APPENDIX A - WORK ACCEPTANCE FORM

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- Accept Deliverable
- Decline Deliverable

Comments/Reason:

Company Name ("Customer")

Project Sponsor Name (Print)

Project Sponsor Signature

Date

