



Tribridge Master Services Agreement

This Master Services Agreement (the "Agreement") is made between **Florida Housing Finance Corporation** ("Customer") and **Tribridge Holdings, LLC**, a Delaware limited liability company having its principal place of business at 4830 W. Kennedy Blvd., Suite 890, Tampa, FL 33609 as well as other geographic offices ("Tribridge"). Throughout this Agreement, the terms "you" and "your" refer to the Customer named above, the terms "we" and "our" refer to Tribridge, and the term "parties" refers to both Customer and Tribridge together.

1. This Agreement confirms the general business principles governing Tribridge's involvement in projects when engaged by Customer, as well as all software, hardware, maintenance and support products acquired from Tribridge by Customer. As part of each project or product, we will provide you with a written proposal, solution order, cloud supplement, quote, order, arrangement letter, service level agreement, and/or statement of work (the "Statement of Work") that will provide details of the project or product, including deliverables, assumptions, staffing, time and fee estimates, and pricing. The terms and conditions of this Agreement are incorporated by reference into and made a part of each Statement of Work. The provisions of this Agreement will prevail over any inconsistent Statement of Work provision.
2. Our estimated time for completion and estimated fees are based, in part, on our experience with similar projects and on the project scope, assumptions and deliverables discussed in each Statement of Work. You agree to timely perform all tasks for which you are responsible as set forth in the Statement of Work. You acknowledge that our performance is dependent upon the timely and effective satisfaction of your responsibilities, as well as your timely decisions and approvals, upon which we will rely. To the extent that the assumptions described in the Statement of Work are not met or turn out to be inaccurate, or there is a material delay in your making necessary decisions or performing your responsibilities, the cost and delivery schedule of the project or product may be impacted. If these circumstances arise that would cause our level of involvement to change significantly from what is outlined in our Statement of Work, we will address this with you before we incur additional time or cost. If this occurs, you agree to negotiate in good faith with us to mutually develop a work-around plan, revised completion date and/or amount of the revised fees.
3. In connection with each project or product order, each of us may have access to proprietary information, trade secrets, and/or other confidential information made available by the other, and each of us agrees to protect that confidential information in the same manner as we would protect our own confidential information of like kind, and in any case with no less than a commercially reasonable degree of care to the extent allowable by law. Each party understands that confidential information of the other includes designs, creations, improvements, works of authorship, processes, know-how, techniques, ideas, discoveries, and/or developments previously created and utilized by such party, whether or not copyrightable, trademarkable or patentable, hereinafter referred to as intellectual property. All rights, title and interest in such intellectual property, including the right to reproduce copies, to prepare derivative works, and to distribute copies to the public by sale or other transfer of ownership shall remain with the originating party, and the other party shall not hold any right, title or interest in such intellectual property.
4. Customer and Tribridge will maintain joint ownership of all deliverables for the projects, and neither party will be obligated to pay the other for future use of the deliverables, except as specifically provided for in this Agreement or the



Statement of Work. Subject to our mutual obligations of confidentiality, Tribridge will be free to use the concepts, techniques, know-how, work products, and deliverables used in connection with the projects. In addition, Tribridge will continue to be free to perform similar services for our other Customers using the knowledge, skills and experience obtained during the projects. Tribridge will provide Customer the source code for any intellectual property created in connection with the Statement of Work if (i) all amounts due hereunder are fully paid, (ii) Customer acknowledges that Tribridge makes no warranty relating to the source code and will not provide ongoing support for the source code, (iii) Customer agrees to use the source code solely in connection with Customer's business and not for commercial purposes and (iv) acknowledges that Tribridge may use the source code for commercial purposes.

5. We warrant that our services will be performed in accordance with each Statement of Work and in a professional and workmanlike manner, and we will undertake to correct any work not in compliance with this warranty brought to our attention within ninety (90) days after the later of the date the service was performed or the date the problem was discovered, but in any event we must be notified within one hundred eighty (180) days after the date the service is performed. For custom software development services, our warranty will expire thirty (30) days after the date that we designate as the "go live" date for such software, notwithstanding the time periods set forth in the preceding sentence. In addition, our warranty for custom software development services applies only to system error issues in software we have developed, commonly referred to as bugs. A system error means any error, problem or defect, which is reproducible by us, that results from an incorrect functioning of the source code developed by us, if such

error, problem or defect causes incorrect results or incorrect functions to occur (e.g., the system adds 2 + 2 and the result is 5). Our warranty is not applicable if the problem is caused by (i) any modification, variation or addition to the developed software not performed by Tribridge; (ii) your incorrect use, abuse or corruption of the developed software; (iii) use of the developed software with other software or on equipment with which the developed software is incompatible, or (iv) error conditions that do not significantly impair or affect operation of the developed software.

6. Tribridge does not warrant and shall not be responsible for the performance of any third-party vendor's products or services. All software and hardware is acquired subject to the end user license agreement, warranty, and other terms provided by the manufacturer or supplier of such third-party product. You agree to be bound by and comply with any such manufacturer license agreement, warranty, or other terms and conditions, and you understand and agree to look solely to the third-party vendor of the product for maintenance and support, including but not limited to resolution of system errors, bugs, patches, hot fixes, etc. Your sole and exclusive rights and remedies with respect to any third-party product or service, including rights and remedies in the event a third-party product or service gives rise to an infringement claim, will be against the third-party vendor and not against us. We do agree, however, to assign to you any assignable warranties we may receive from any such third-party vendor.
7. Although we may have certified public accountants on our staff, Tribridge is not a public accounting firm. We do not undertake to, and will not, provide any opinion or form of assurance on any financial statements which are generated in connection with the products or services we provide. Accordingly, we do



not undertake to make inquiries or perform other procedures to verify, corroborate, or review information supplied by you. Furthermore, any such financial statements may contain departures from generally accepted accounting principles or any other comprehensive basis of accounting, and cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. Additionally, while we may work with you in an attempt to accommodate certain regulatory requirements, Tribridge will not attempt to audit, nor provide any assurance or certification regarding compliance of any aspects of your business with regards to any such requirements. Nor will Tribridge attempt to audit or provide any assurance or certification regarding compliance of any such financial statements or any aspect of your business with the financial accounting standards and other requirements of the United States Securities Exchange Commission or other Federal or State regulatory authority.

8. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIBRIDGE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT BEING LIMITED TO, ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
9. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIBRIDGE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN AN ACTION OF CONTRACT, STRICT OR STATUTORY LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY (INCLUDING BREACH OF WARRANTY),

ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, SERVICES, INFORMATION OR RESULTS PROVIDED UNDER THIS AGREEMENT, EVEN IF TRIBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT BEING LIMITED TO, DAMAGES FOR LOSS OF USE, DELAY, LOSS OF BUSINESS, LOSS OF REVENUE, PROFITS OR SAVINGS, BUSINESS INTERRUPTION LOSS, LOSS OR CORRUPTION OF INFORMATION OR DATA, LOSS OF PRIVACY, LOSS OF GOODWILL, AND LIABILITY TO THIRD PARTIES.

10. IN NO EVENT WILL TRIBRIDGE'S LIABILITY ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATING TO THIS AGREEMENT AND YOUR USE OR INABILITY TO USE ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID TO US BY YOU UNDER THIS AGREEMENT FOR THE ONE HUNDRED EIGHTY (180) DAY PERIOD IMMEDIATELY PRECEDING THE ACT, EVENT OR OMISSION SERVING AS THE BASIS FOR THE CLAIM GIVING RISE TO SUCH LIABILITY OR OBLIGATION.
11. The limitations and exclusions set forth above apply notwithstanding the failure of essential purpose of any remedy or any breach or default by Tribridge.
12. Except for the obligation to make payments due hereunder, neither party will be liable for any delays or failures to perform due to causes beyond such party's commercially reasonable control.
13. To allow us to be able to manage our participation in the projects most effectively, Tribridge reserves the right, in our sole discretion, to determine which personnel will perform the work, although we will attempt to honor your requests for specific individuals. For the duration of this Agreement and for a period of one year after the services are completed, each party agrees not to



employ or solicit the employment of the other party's personnel; provided, however, that this provision will not apply to personnel who respond to a general advertisement, online job posting, or other broad solicitation not directly or indirectly targeting such party or its personnel. The parties agree that a breach of this covenant would result in significant damages that would be difficult to precisely ascertain or quantify. Therefore, if either party breaches this covenant by employing or soliciting the employment of any of the other party's personnel, then the breaching party agrees to pay to the other party an amount equal to the aggregate compensation paid to such personnel by the non-breaching party during the twelve months preceding the hiring of such personnel, as liquidated damages, for each and every such occurrence of such breach. These provisions shall not be construed so as to give either party any right to interfere with the contractual relationships of the other party. The parties expressly acknowledge that any provisions of this Agreement governing assignability or assignment apply to the covenants and understanding set forth in this section.

14. Either party may terminate this Agreement for any reason by providing not less than thirty (30) days prior written notice. You agree to pay us for our reasonable fees and expenses incurred or due under the Agreement through the effective date of termination. Notwithstanding the foregoing, for any hosting services or managed services proposals or agreements, Customer acknowledges that such agreements may not be terminated under this section but shall instead be controlled by the term and termination provisions stipulated in any such agreement.

15. Services performed after 6 PM on Monday through Friday (excluding holidays) at Customer's request will be billed at one and one-half of the rate set

forth in the Statement of Work. Services performed on weekends and holidays at Customer's request will be billed at two (2) times the rate set forth in the Statement of Work. You agree to reimburse us for reasonable expenses incurred in performing under this Agreement. Expenses may include, but are not limited to: travel costs (mileage driven by our consultants in getting to your location which exceeds their normal commute to/from our office, parking, tolls, airfare, etc.), out-of-town costs (hotels, meal allowances, long distance, etc.), and other out-of-pocket costs (conference calls, duplicating, courier fees, etc.) as incurred. All travel and associated costs will be approved by the Customer prior to those costs being incurred, and shall not exceed limits set forth in s. 112.061, Fla. Stat..

16. If your location is greater than 25 miles from the nearest Tribridge office, or if consultants are required to travel from another remote Tribridge office, all travel time to and from your site(s) will be billed at half time per consultant (e.g., for each two hours incurred traveling, you will be billed for one hour at the rate stated in the Statement of Work). All travel and associated costs will be approved by the Customer prior to those costs being incurred, and shall not exceed limits set forth in s. 112.061, Fla. Stat..

17. Based on the scope outlined in each Statement of Work, appropriate project retainers and project billings for fees and out-of-pocket expenses will be agreed upon. Following any up front retainer payments, billings are typically performed weekly. Except as otherwise provided in a Statement of Work, retainers or down payments will be applied to services invoices only after fifty percent (50%) of the anticipated fees under the applicable Statement of Work have been billed and collected. With the exception of software and hardware purchases (which are covered below),



payment of all billing amounts becomes due and payable within thirty (30) days of invoice date (Net 30). Any unpaid amount after forty-five (45) days will bear and accrue interest at the rate of one and one-half percent (1.5%) per month (or such lesser rate as is required to comply with applicable law) until paid in full. If it becomes necessary for Tribridge to seek collection of any amounts due and owing, you will be responsible and liable for any and all reasonable collection costs, including reasonable attorneys' fees, even if a collection suit is not instituted. In addition, Tribridge reserves the right, following notice, to suspend or discontinue its performance or provision of products and services hereunder for your lack or delinquency of payment of any amounts due, or for any other material failure or breach of this Agreement including your performance under all significant project assumptions. Customer hereby waives any right it may have to dispute an invoice after sixty (60) days of date of such invoice.

18. For software and hardware purchases, Customer must pay the full amount specified in each Statement of Work concurrently with the execution of such Statement of Work and prior to delivery of any product or registration keys. Customer is responsible for all applicable taxes (including sales and use taxes) imposed as a result of each Statement of Work, excluding only U.S. taxes based on the net income of Tribridge.
19. Although Tribridge may have provided recommendations, you acknowledge that you have independently selected the products to be acquired based on your own due diligence. You accept the products upon delivery of the product or registration keys (in electronic or paper form), and you understand and agree that all sales and other transactions are final. Tribridge has no obligation to return or refund all or any portion of any

payments made by you hereunder for delivered products.

20. Customer, at its own expense, shall comply with any laws or regulations, including trade restrictions and embargos, relating to products acquired and shall procure all licenses and pay all fees and other charges required thereby. Customer shall limit its actions to conform to applicable laws and regulations regarding the use, licensing, import, export or re-export of the products, including regulations of the U.S. Department of Commerce and/or the U.S. State Department, to the extent applicable.
21. This Agreement shall be construed and governed by the internal laws of the State of Florida (except that any law that would cause the application of the substantive or procedural law of any other state shall not apply). Each party irrevocably agrees that any legal action, suit, or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the appropriate state or federal district court sitting in Leon County, Florida.
22. Prior to initiating any legal action, the initiating party shall give the other party sixty (60) days written notice of its intent to file an action. During such notice period, the parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement and expiration of the notice period, any controversy, claim, or dispute arising under or relating to this Agreement, shall finally be settled in a court of competent jurisdiction as set forth herein. Should either of us institute legal action concerning this Agreement, the prevailing party will be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and all other related court costs.




- 23. EACH PARTY, AS A CONDITION OF ITS RIGHT TO ENFORCE OR DEFEND ANY RIGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT, WAIVES ANY RIGHT TO A TRIAL BY JURY AND AGREES THAT ANY ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- 24. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Tribridge, and any purported assignment shall be void.

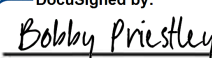
- 25. This Agreement and the Statement of Work set forth the complete agreement between us and supersede all prior agreements or understandings relating to any project or product. No amendment, alteration, or modification of this Agreement will be valid or binding upon either party except by an instrument in writing signed by both of us.
- 26. The parties may execute this Agreement and any Statement of Work, including by means of facsimile signature pages, in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The parties have executed this Agreement to become binding and effective as of the latest date written below.

Customer: Florida Housing Finance Corporation

Tribridge Holdings, LLC

By: 
 Name: Hugh L. Brown
 Title: General Counsel
 Date: 4-4-17

DocuSigned by:
 By: 
 Name: Bobby Priestley
 Title: vice president
 Date: 4/13/2017