



compuquip

COMPUQUIP CYBERSECURITY MASTER AGREEMENT

This Master Agreement is entered into effective as of [_____] October 10, 2024] (“**Effective Date**”) by and between Compuquip Technologies, LLC dba Compuquip Cybersecurity (“**Compuquip**”) and the Customer identified in the signature block below (“**Customer**”) (each of Compuquip and Customer, a “**Party**”). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meanings set forth below:
 - a. “**Agreement**” means, collectively, this Master Agreement and any mutually executed Statement of Work entered into hereunder. In the event of a conflict between the Master Agreement and any Statement of Work, the Master Agreement shall govern.
 - b. “**Compuquip IP**” means all: (a) Compuquip Confidential Information; (b) software, methodologies, tools, compilers, specifications, concepts, techniques, documentation and/or data utilized by Compuquip in the performance of this Agreement; (c) any and all additions, enhancements, improvements or other modifications to (a) or (b); and (d) all Intellectual Property Rights in connection with (a), (b) or (c). Notwithstanding the foregoing, in no event shall Compuquip IP include Customer Materials or Customer Confidential Information.
 - c. “**Confidential Information**”, to the extent allowable by law, means any material or information relating to a Party’s research, development, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party has marked as proprietary or confidential. Without limiting the foregoing, any software and any databases (including any data models, structures, non-customer specific data and aggregated statistical data contained therein) of Compuquip or that are resold by Compuquip shall, as between Compuquip and Customer, constitute Confidential Information of Compuquip.
 - d. “**Customer Materials**” means any information, content, concepts, information, data, materials, processes, software, and tools, computer facilities, computer systems, network and systems, files, documentation, sample output, or other information, data and resources of Customer that are provided to Compuquip in connection with this Agreement.
 - e. “**Customer Systems**” means any software or hardware which Compuquip manages pursuant to a Statement of Work (e.g., firewalls; endpoint security tools; security alerting software). Although the Parties do not currently anticipate that Customer would purchase any such software or hardware from Compuquip, in the event Customer did purchase such software or hardware from Compuquip, it would be considered a Customer System for purposes of this Agreement.
 - f. “**Managed Security Services**” means the managed services offered by Compuquip and provided directly by Compuquip’s personnel pursuant to this Agreement. Notwithstanding anything to the contrary set forth in a Statement of Work, the Managed Security Services do not include the Customer Products, the Customer Systems, or any Third-Party Offerings,

even if such Third-Party Offerings are resold by Compuquip pursuant to this Agreement or pursuant to a separate agreement between Compuquip and Customer.

- g. “**Professional Services**” has the meaning set forth in Section b.
- h. “**Statement of Work**” means Compuquip’s then-current statement of work pursuant to which Customer may order Professional Services or the Managed Security Services.
- i. “**Security Incident**” means any incident that results in an unauthorized third-party’s successful access to Customer’s Confidential Information contained on Customer’s computers, data, applications, networks, or devices.

2. SERVICES.

- a. **Managed Security Services.** Compuquip shall provide the Managed Security Services that are set forth in a mutually agreed upon and executed Statement of Work. The Managed Security Services include only the ongoing management of the Customer Systems and do not include the Customer Systems themselves. The Managed Security Services also do not include one-time, outcomes-based projects such as installation, configuration and/or customization of the Customer’s computers or related systems.
- b. **Professional Services.** In the event Customer wishes to engage Compuquip to perform professional services outside of the scope of the Managed Security Services (“**Professional Services**”), Customer may deliver a written request to Compuquip. If Compuquip desires to perform such Professional Services, it will prepare a draft Statement of Work describing the services to be performed, the associated fees, and any other relevant terms (e.g., ownership, timeline, term). Compuquip shall have no obligation to perform the Professional Services, and Customer shall have no obligation to pay for the Professional Services, unless and until a Statement of Work outlining such Professional Services is mutually agreed upon and executed by the Parties.
- c. **Scope Modifications.** Customer may at any time request a modification to the work to be performed by Compuquip pursuant to any particular Statement of Work by providing a written request to Compuquip specifying the desired modifications. Compuquip shall, within a reasonable time following receipt of such request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance. If the Parties mutually agree upon the terms, they shall execute a written amendment to the relevant Statement of Work. Modifications to any Statement of Work shall become effective only after they are executed by authorized representatives of both parties.

3. THIRD-PARTY OFFERINGS: Intentionally Left Blank

4. CUSTOMER RESPONSIBILITIES.

- a. Customer shall make available in a timely manner at no charge to Compuquip all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Compuquip for the performance of the Professional Services and the Managed Security Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to Compuquip, the office space, services and equipment that Compuquip reasonably requires to perform the Professional Services and the Managed Security Services.

- b. Without limitation of the foregoing, Customer shall provide Compuquip with such cooperation as is requested by Compuquip and as is reasonably necessary for the performance of the Managed Security Services or the Professional Services, as applicable.
- c. Except as otherwise specifically set forth in the Statement of Work, Customer is responsible for obtaining, maintaining, and providing the Customer Systems. Customer acknowledges that if Customer does not obtain, provide, and maintain the Customer Systems, Compuquip cannot provide the Managed Security Services. Customer acknowledges that in order to access the Customer Systems, Customer may be required to agree to the terms of one or more software licenses or other agreements associated with the use of the Customer Systems (the "**Systems Agreements**"). Customer agrees to enter into such Systems Agreements where required and comply with the terms thereof. To the extent allowable by law, Customer agrees to indemnify, defend and hold harmless Compuquip from any claims, losses, damages, expenses or actions arising out of Customer's breach of any Systems Agreement.

5. FEES AND PAYMENTS.

- a. **Fees for Services.** In consideration for Compuquip's performance under any Statement of Work, Customer agrees to pay such amounts as are set forth in the Statement of Work, on the schedule set forth therein or, in the event no schedule is set forth, within thirty (30) days after the relevant invoice date.
- b. **Remedies for Non-Payment.** If Compuquip believes in good faith that Customer's ability to make payments may be impaired or if Customer fails to pay any invoice when due, Compuquip may suspend provision of the Managed Security Services or the Professional Services, and Compuquip may determine whether or not to reinstate services upon receipt of payment in full of all sums owed. Customer shall remain liable to pay for any contracted for Managed Security Services or Professional Services.
- c. **Expenses.** To the extent allowed by law, Customer will reimburse Compuquip for its actual, documented expenses incurred in connection with the performance of the Managed Security Services or the Professional Services, as applicable and approved by Customer (e.g., reasonable travel expenses and communication charges). Customer agrees that it would not approve payment of expenses prohibited by law.
- d. **Late Charges.** Compuquip reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate allowable by law, whichever is less, on invoiced amounts that are unpaid on the due date, and on any other outstanding balance.
- e. **Taxes.** All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on Compuquip's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services. Customer will make all payments required hereunder to Compuquip free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to Compuquip will be Customer's sole responsibility, and Customer will, upon Compuquip's request, provide Compuquip with official receipts issued by the appropriate taxing authority, or such other evidence as Compuquip may reasonably request, to establish that such taxes have been paid.

- f. **Set-Off.** Any payment received from Customer may be applied by Compuquip against any obligation owing from Customer to Compuquip, regardless of any statement appearing on or referring to such payment, without discharging Customer's liability for any additional amounts owing from Customer to Compuquip, and the acceptance by Compuquip of such payment shall not constitute a waiver of Compuquip's right to pursue the collection of any remaining balance. All amounts shall be payable by Client to Compuquip without right of setoff, deduction or demand.

6. CONFIDENTIALITY.

- a. **Ownership.** The Parties acknowledge that during the performance of this Agreement, each Party may have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party to the extent allowable by law. Confidential Information disclosed by Compuquip shall be referred to herein as "**Compuquip Confidential Information**" and Confidential Information disclosed by Customer shall be referred to herein as "**Customer Confidential Information**".
- b. **Mutual Obligations.** To the extent allowable by law, each Party agrees as follows with respect to the other Party's Confidential Information: (i) to use the Confidential Information only for the purposes described herein; (ii) to not reproduce the Confidential Information, to hold the Confidential Information in confidence, and to use a commercially reasonable degree of care to protect the Confidential Information; (iii) not to create any derivative work from the Confidential Information; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information in its possession upon termination or expiration of this Agreement.
- c. **Exceptions.** Notwithstanding the foregoing, the provisions of Sections a and a shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (y) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (z) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

7. INTELLECTUAL PROPERTY.

- a. **Compuquip Materials.** Customer acknowledges that Compuquip, its licensors, and its vendors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights ("**Intellectual Property Rights**") in and to the Compuquip IP, and Compuquip expressly reserves all rights not expressly granted to Customer in this Agreement. Customer shall not

engage in any act or omission that would impair Compuquip, its licensors, or its vendors' Intellectual Property Rights.

- b. **Customer Materials.** Customer is, and shall remain, the sole and exclusive owner of the Customer Materials, the Customer Confidential Information, and all Intellectual Property Rights associated therewith; provided, however, that Customer hereby grants to Compuquip a non-exclusive, worldwide, fully-paid up license to use the Customer Materials, the Customer Confidential Information, and the Intellectual Property Rights associated therewith solely in connection with Compuquip's performance of its obligations under this Agreement. Compuquip shall not engage in any act or omission that would impair Customer's Intellectual Property Rights.

8. WARRANTIES.

- a. **Mutual Representations and Warranties.** Each Party represents and warrants to the other that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.
- b. **Compuquip Warranties for Managed Security Services and Professional Services.** Compuquip shall provide the Professional Services and the Managed Security Services set forth in a mutually agreed upon Statement of Work: (a) using personnel of commercially reasonable skill, experience, and qualifications; (b) in a timely, workmanlike, and professional manner; and (c) in accordance with generally recognized industry standards for similar services.
- c. **No Other Warranties.** EXCEPT AS EXPLICITLY PROVIDED IN SECTIONS a AND Error! Reference source not found., COMPUQUIP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. BECAUSE OF THE CONTINUOUS EVOLUTION OF THE SOPHISTICATION OF NETWORK THREATS AND INFRASTRUCTURE TECHNOLOGIES, COMPUQUIP DOES NOT MAKE, AND IT IS ACKNOWLEDGED THAT COMPUQUIP CANNOT MAKE, ANY WARRANTY OR REPRESENTATION THAT ANY SYSTEM ATTACK OR IMPACTING INCIDENT WILL BE DETECTED OR PREVENTED.

9. LIMITATION OF LIABILITY.

- a. **General Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE CUMULATIVE LIABILITY OF COMPUQUIP TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE AMOUNT WHICH CUSTOMER HAS PAID TO COMPUQUIP DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. NOTWITHSTANDING THE FOREGOING, IN THE EVENT COMPUQUIP BREACHES A WARRANTY MADE IN SECTION 8.a OR 8.b, AND SUCH BREACH CAUSES A SECURITY INCIDENT TO

OCCUR WITHIN THE SUCCEEDING TWELVE (12) MONTHS, COMPUQUIP MAY BE LIABLE FOR ANY DAMAGES DUE TO SUCH BREACH IN AN AMOUNT NOT TO EXCEED \$250,000.00.

- b. **Specific Limitation.** WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL COMPUQUIP BE LIABLE TO THE CUSTOMER, ITS AFFILIATES, ITS CUSTOMERS, OR ANY OTHER PARTY FOR ANY DAMAGES ARISING FROM OR RELATING TO ANY CUSTOMER SYSTEM.
- c. **Essential Basis.** The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. TERM AND TERMINATION.

- a. **Agreement.** This Agreement shall become effective upon the Effective Date and continue for a period of three (3) years (the "**Initial Term**"), unless earlier terminated in accordance with this Section 10. Thereafter, the Initial Term will automatically renew for successive one (1) year terms, not to exceed three (3) renewals, and unless and until either Party provides the other Party of its intent not to renew this Agreement at least ninety (90) days prior to the end of the then-current term. Collectively, the Initial Term and any renewal terms are referred to herein as the "**Term**".
- b. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within thirty (30) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.
- c. **Termination Upon Bankruptcy, Insolvency, Etc.** Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within 30 days.
- d. **Accrued Obligations.** Termination of this Agreement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission taken before termination, or from any obligation which is expressly stated in this Agreement to survive termination or which, by its terms, the Parties would reasonably understand to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 10 shall incur no additional liability merely by virtue of such termination.
- e. **Cumulative Remedies.** Termination of this Agreement regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.
- f. **Effect of Termination.** Following termination, the Parties may not execute any new Statements of Work or Accepted Purchase Orders pursuant to this Agreement. However,

this Agreement will survive in full force and effect until the expiration or termination of any and all Statements of Work or Accepted Purchase Orders which have already been agreed to hereunder for the purpose of governing such Statements of Work or Accepted Purchase Orders. Following termination of this Agreement and all Statements of Work and Purchase Orders agreed to hereunder, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder.

- g. **Survival of Obligations.** The provisions of Sections 6, 7, 8, 9, d, e, f, g, and 12, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

11. INSURANCE. During the Term of this Agreement, Compuquip shall carry and maintain the following insurance coverage:

Workers Compensation	As prescribed by statute or other jurisdiction in which is work is to be performed
Employer's Liability	\$1 million bodily injury each accident \$1 million bodily injury by disease, policy limit \$1 million bodily injury by disease, each employee
Commercial General Liability	\$1 million each occurrence and \$2 million in the aggregate, covering bodily injury, property damage, personal injury, blanket contractual liability and completed operations.
Excess Liability Insurance	\$5 million per occurrence and in the aggregate (Umbrella Form) over the Employer's, General, and Auto Liability.
Fidelity Coverage (Crime)	\$1 million per occurrence and aggregate.
Professional Liability (E&O)	\$5 million per claim and aggregate.
Cyber (Network Security & Privacy)	\$5 million per occurrence and aggregate (1 st and 3 rd party liability, wrongful disclosure of personal data and/or personally identifiable information, breach of security, downtime, identification theft, web hosting (if applicable) and credit monitoring service.
Commercial Auto Liability	\$1 million combined single limit covering all owned, non-owned and hired automobiles, if the use of automobiles is required

12. PUBLIC RECORDS. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Compuquip in connection with this Agreement 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). Compuquip 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., Compuquip 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 Compuquip is acting on behalf of the Customer.

If Compuquip has questions regarding the application of Chapter 119, Florida Statutes, to Compuquip's duty to provide public records relating to this contract, contact the Customer'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**

13. MISCELLANEOUS.

- a. **Applicable Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its rules regarding conflicts of laws.
- b. **Dispute Resolution.** Except as otherwise specifically set forth in this Agreement, the parties hereby agree to resolve any and all controversies, claims and/or disputes arising out of this Agreement (each, a "**Dispute**") solely pursuant to the terms of this Section a. All Disputes shall first be referred to the parties' authorized representatives for discussion and resolution of the Dispute ("**Management Resolution**"), which representatives are the

individuals who have executed this Agreement on behalf of their party. If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("**Arbitration**") in Tallahassee, Florida administered by the American Arbitration Association ("**AAA**") under the AAA's Commercial Arbitration Rules.

- c. **Force Majeure.** Compuquip shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, pandemics, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of Compuquip. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- d. **Non-Solicitation.** During the Term, and for a period of twelve (12) months thereafter, Customer agrees not to knowingly hire or engage, directly, or indirectly, any individual who, at any time during the twelve (12) months immediately preceding such hiring or engagement, was an employee or independent contractor of Compuquip who performed services for Customer under this Agreement. Compuquip and Customer agree that monetary damages from a breach of this Section d would be difficult to ascertain, and therefore, in the event Customer breaches this provision, Customer agrees to pay Compuquip, as liquidated damages, and not as a penalty, a sum equal to twenty-four (24) months' pay for each former employee or contractor hired by Customer, at the rate paid by Compuquip for the last full month of such employee or contractor's employment with Compuquip. In addition, Compuquip will be entitled to temporary and permanent injunctions in order to prevent or restrain any such violation of this Section d.
- e. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of electronic mail, if to Customer, as set forth on the Cover Page, or if to Compuquip, at legal@compuquip.com. Customer hereby consents to receiving electronic communications from Compuquip relating to this Agreement. Customer agrees that any notices, agreements, disclosures, or other communications that Compuquip sends to Customer electronically will satisfy any legal communications requirements, including that such communications be in writing.
- f. **Publicity.** Compuquip may publicly refer to Customer, including on Compuquip's website and in sales presentations, as a Compuquip customer and may use Customer's logo for such purposes. Customer hereby grants to Compuquip a limited, worldwide license to use Customer's logo in conformance with Customer's trademark usage guidelines and solely for the purposes of fulfilling its obligations or exercising its rights hereunder.
- g. **Assignment.** Neither Party shall assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Compuquip and Customer and their successors and permitted assigns.
- h. **Independent Contractors.** Customer and Compuquip acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

- i. **Amendment.** No amendment to this Agreement or any Addendum shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.
- j. **Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- k. **Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.
- l. **U.S. Government End-Users.** Each of the components that constitute the Licensed Software is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and/or “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Software with only those rights set forth herein.
- m. **Audits.** Compuquip understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.
- n. **E-Verify.** Compuquip understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.
- o. **Contracting with Foreign Countries of Concern.** Compuquip attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.
- p. **Coercion.** Compuquip attests, under penalty of perjury, that it does not use coercion for labor or services as defined Section 787.06, Fla. Stat.
- m. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.
- n. **Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.
- o. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the above written Effective Date.

CUSTOMER:
FLORIDA HOUSING FINANCE CORPORATION

COMPUQUIP TECHNOLOGIES, LLC DBA
COMPUQUIP CYBERSECURITY

By (Signature) 

Name (Printed): Angeliki G. Sellers

Title: CFO

By (Signature): *Damien DeJesus*

Name (Printed): Damien DeJesus

Title: CFO