SIMPLIFILE
MASTER SERVICES AGREEMENT

This Agreement is between Simplifile and the customer identified on this cover page. Capitalized terms used in this Agreement but not immediately defined have the meanings given to them in the "Definitions" section below. Each individual below represents that they have the authority to bind their respective entity named below. Throughout this Agreement, any reference to "Customer" shall include not only Customer but also any Affiliate. For the avoidance of doubt, Simplifile is an Affiliate of ICE Mortgage Technology, Inc. ("ICE MT"), and where certain links to ICE MT websites are incorporated into this Agreement, any references to ICE MT therein shall be read as Simplifile in the context of this Agreement and the Services provided hereunder (no contract is made hereunder between ICE MT and Customer).

EFFECTIVE DATE: May 6, 2025

SIMPLIFILE LC

Signature: _____

Printed Name: Gregory Yeager

Title: Vice President

Date: Mar 6, 2025

Address: 5072 North 300 West
Provo, UT 84604

FLORDA HOUSING FINANCE CORPORATION

Signature: _____

Printed Name: Angeliki G. Sellers

Title: CFO

Date: 3/6/2025

Address: 277 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

1. SIMPLIFILE RESPONSIBILITIES

1.1   Provision of Services. Simplifile will, during the term set forth on the applicable Service Addendum (a) make the Services available to Customer under this Agreement; (b) provide the Professional Services to Customer under this Agreement, (c) provide standard technical support for the Services to Customer at no additional charge as described in the Technical Support Addendum at https://www.icemortgagetechnology.com/agreements (and/or upgraded technical support, if purchased, as set forth in the applicable Service Addendums); and (d) comply with the Service Level Addendum at https://www.icemortgagetechnology.com/agreements.

1.2   Protection of Customer Data. Simplifile has established and will maintain an information security program that is consistent with Section 501(b) of the GLBA and the Safeguards Rule, and will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data in accordance with Section 501(b) of the GLBA and the Safeguards Rule, to the extent applicable, as described in the Simplifile Security Addendum attached to this Agreement as Exhibit A. Exhibit A describes the security standards for the Services as of the Effective Date of the Agreement. Simplifile may make reasonable updates to these standards, provided Simplifile will not materially decrease the security of the Services. These safeguards are designed to achieve the following objectives in accordance with Section 501(b) of the GLBA and the Safeguards Rule: (a) to protect the security and confidentiality of Customer Data; (b) to protect against any anticipated threats or hazards to the security or integrity of Customer Data; (c) to protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer's customers; (d) to implement and maintain an incident response program; and (e) to properly dispose of Customer Data. If unauthorized access to or disclosure of Customer Data maintained by or on behalf of Simplifile occurs, Simplifile will, if legally able to do so, promptly: (i) investigate the nature, extent, scope and duration of the security breach and promptly advise Customer in writing of when, how, and why the security breach occurred and what Customer Data was affected (to the extent Simplifile is aware of such information); (ii) notify and cooperate with law enforcement; (iii) report to Customer regarding the corrective action taken by Simplifile in response; and (iv) take all reasonable and necessary measures to prevent the security breach from reoccurring. The parties acknowledge that at all times Customer is the controller of Customer Data and Simplifile is a service provider with respect to Customer Data.

1.3   Customer Documentation Rights. In order to assist Customer's review of Simplifile's performance under this Agreement, upon Customer's request, and at no charge to Customer, Simplifile will provide its then-standard due diligence documentation to Customer or a Simplifile-approved third party working on behalf of Customer either electronically or for review on-site, including, for example, current copies of: (a) Simplifile's information security program and policies; (b) Simplifile's relevant business continuity policies; (c) relevant Audit Reports; (d) Simplifile's relevant disaster recovery policies and summary test results; and (e) relevant third party summary penetration testing results. In addition, upon request, Simplifile will make current copies of relevant Audit Reports available to Customer's regulators and will cooperate in a commercially reasonable and timely manner with requests by Customer's regulators for other documentation in connection with audits of Customer during the term of this Agreement. Furthermore, Simplifile is a "significant service provider" and its performance of the Services may be subject to information technology examinations and oversight by one or more member agencies of the Federal Financial Institutions Examination Council, and reports that are generated by such examinations are available to Customer through Customer's regulators during the term of this Agreement.

1.4   Customer Site Visits. Customer or a Simplifile-approved third party working on behalf of Customer may visit Simplifile's corporate offices at its own expense no more than once annually during regular business hours for the purposes of meeting with Simplifile management and participating in a due diligence assessment covering Simplifile's policies, procedures, and processes relevant to the performance of Simplifile's obligations under this Agreement. Unless otherwise required by law, this assessment right is subject to the following conditions: (a) Customer's visit must be during one of Simplifile's client assessment summits (which will be offered

at Simplifile's corporate offices or virtually in Simplifile's sole discretion), which include multi-customer presentations related to Simplifile's operations, general control environments, and management of information systems, and are held on dates determined by Simplifile, (b) Customer's attendance at a specific client assessment summit is subject to availability, (c) Customer may not view materials or information pertaining to other Simplifile customers, and (d) any access to Simplifile facilities will include supervision by Simplifile Personnel. During the client assessment summit, Simplifile will (i) provide Customer with access to certain documentation related to the Services which may not otherwise be provided in standard due diligence; and (ii) respond to Customer's commercially reasonable questions regarding the Services.

1.5 Backups; Disaster Recovery; Business Continuity. All Customer Data submitted to the Services is locally backed up and automatically replicated on a regular basis. The Services utilize secondary facilities that are geographically diverse from their primary data centers in the event Simplifile production facilities at the primary data centers are rendered unavailable by a significant event. Simplifile has (a) disaster recovery plans in place with at least the following target recovery objectives: (i) restoration of the Service (recovery time objective) within 24 hours after the confirmation of a disaster, and (ii) maximum Customer Data loss (recovery point objective) of 15 minutes; and (b) business continuity plans in place including a crisis management plan and pandemic plan, with both (a) and (b) tested in accordance with Simplifile's annual test plan.

1.6 Data Center Location. The data centers used to host the Services and store Customer Data will be located in the United States and may include the use of a public-cloud provider such as Amazon Web Services.

1.7 Simplifile Personnel. Simplifile will be responsible for the performance of its Personnel and their compliance with Simplifile's obligations under this Agreement. If any Simplifile Personnel need to access Customer Confidential Information (including, for the avoidance of doubt, Customer Data); or Customer's premises in order for Simplifile to provide the Services or Professional Services, then all such Simplifile Personnel will have passed background checks in accordance with Simplifile's reasonable employment procedures.

1.8 Subcontractors. Simplifile has established and will maintain a commercially reasonable third-party risk management program that governs the selection, contracting, and ongoing monitoring procedures for Simplifile's Subcontractors. Simplifile will be responsible for the performance of any Subcontractor and its compliance with Simplifile's obligations under this Agreement. Subcontracting will not relieve Simplifile of any of its obligations under this Agreement. Any Subcontractor with access to Customer Confidential Information (including, for the avoidance of doubt, Customer Data) will be subject to a written agreement with Simplifile that contains provisions relating to information security and confidentiality at least as restrictive as those contained in this Agreement. Simplifile will confirm its material Subcontractors upon request, with the current listing located at https://www.icemortgagetechnology.com/material-subcontractors.

2. USE OF SERVICES

2.1 End-User Limits. A Service may not be accessed by anyone other than an authorized End-User. Simplifile reserves the right to restrict End-User access to the Services from IP addresses located in certain countries for security purposes, as determined in Simplifile's reasonable discretion.

2.2 Customer Responsibilities. Customer will (a) be responsible for End-Users' compliance with this Agreement; (b) obtain all rights necessary to provide Customer Data to Simplifile and authorize Simplifile to use Customer Data in accordance with this Agreement; (c) be responsible for the accuracy of Customer Data; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including by maintaining the confidentiality of license code keys and user IDs and passwords, and notify Simplifile promptly of any such unauthorized access or use; (e) use the Services only in accordance with this Agreement, Documentation, and applicable laws and government regulations; (f) apply at least industry standard security measures to Customer's systems and networks used to access the Services; (g) satisfy all Simplifile system requirements to use the Services

as posted in the Simplifile Resource Center, as may be modified from time to time, the current version of which is located at http://help.elliemae.com/DocumentationLibrary/360/Compatibility_Matrix.pdf; (h) test the Services after any new Configurations or Improvements are deployed; and (i) inspect all Output.

2.3   Usage Restrictions. Customer will not (a) make any Service available to, or use any Service for the benefit of, anyone other than Customer or End-Users, unless expressly stated otherwise in a Service Addendum or the Documentation; (b) sell, resell, license, white-label, sublicense, distribute, make available, rent, or lease any Service unless expressly stated otherwise in a Service Addendum, or include any Service in a service bureau or outsourcing offering; (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use a Service to store or transmit Malicious Code; (e) tamper with, interfere with, or disrupt the integrity or performance of any Service or third-party data contained therein (including any action that (i) imposes an unreasonable load on Simplifile infrastructure, (ii) breaches or bypasses any Simplifile security or authentication measures, (iii) accesses, searches, or creates accounts for the Services by any means other than Simplifile's supported interfaces, or (iv) probes, tests, or scans the vulnerability of any Service or its related systems or networks); (f) attempt to gain unauthorized access to any Service or its related systems or networks; (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, or use any Service to access or use any Simplifile intellectual property except as permitted under this Agreement or the Documentation; (h) copy a Service or any part, feature, function, or user interface thereof; (i) access any Service to build a competitive product or service or to benchmark with a non-Simplifile product or service; or (j) reverse engineer any Service (to the extent such restriction is permitted by law). Customer's intentional violation of the foregoing, or any use of the Services in breach of this Agreement or the Documentation by Customer that in Simplifile's reasonable judgment imminently threatens the security, integrity, or availability of Simplifile's services, may result in Simplifile's immediate suspension of the Services until the underlying cause is remedied. Simplifile will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat before any such suspension.

3.   USE OF PROFESSIONAL SERVICES

3.1   Simplifile Project Team. Simplifile will have sole discretion over which Simplifile Personnel will perform the Professional Services; provided, however, that if Customer requests particular Simplifile Personnel, then Simplifile will use commercially reasonable efforts to accommodate such request. Simplifile will cooperate with Customer in removing from performance of the Professional Services and replacing in a timely manner any of Simplifile's Personnel with whom Customer reasonably objects based on their technical and professional skills and experience. Simplifile Personnel providing Professional Services on Customer's premises will abide by all reasonable instructions, security procedures, and applicable privacy and data security requirements of Customer, provided they are made available to Simplifile a reasonable period of time before such on-site.

3.2   **Customer Participation.** Customer will cooperate reasonably and in good faith with Simplifile in Simplifile's performance of Professional Services, including by (a) providing timely decisions and approvals reasonably necessary to enable Simplifile to perform the Professional Services; (b) allocating sufficient resources and Customer Personnel as reasonably necessary to enable Simplifile to perform the Professional Services; (c) timely performing any tasks reasonably necessary to enable Simplifile to perform the Professional Services; (d) providing Simplifile such office space, computer resources, materials, facilities and other support reasonably necessary to enable Simplifile to perform the Professional Services; and (e) promptly responding to Simplifile's reasonable requests for information, input, testing, direction, or assistance with Customer's computer systems and environment. If delays in the performance of Professional Services are caused by Customer, Simplifile will use commercially reasonable efforts to mitigate any delays, including notifying Customer's project contact by email; provided, however, that if Customer continues to delay, Simplifile may suspend the performance of the Professional Services without liability until Customer complies with this "Customer Participation" section.

3.3   **Ownership and License.** Simplifile owns all right, title, and interest in and to Simplifile Work Product. Simplifile grants to Customer a non-transferable, non-exclusive, worldwide, and royalty-free license to access and use the Simplifile Work Product that Simplifile provides to Customer. Customer may only use the Simplifile Work Product for Customer's internal business purposes in connection with its authorized use of the Services.

4.   THIRD-PARTY PRODUCTS

4.1   **Acquisition or Use of Third-Party Products.** Any acquisition or use by Customer of Third-Party Products, and any exchange of data between Customer and a Third-Party Product through a technology integration with the Service, is solely between Customer and the applicable third-party provider and may be subject to additional terms of use provided by such third party. Simplifile expressly disclaims (a) any warranties regarding the performance of or accuracy of data obtained from Third-Party Products; and (b) any warranties that it reviews, warrants, endorses, or vets Third-Party Products or any providers of Third-Party Products, in each case whether or not they are integrated with the Services utilizing technology provided by Simplifile.

4.2   **Third-Party Products and Customer Data.** If Customer chooses to exchange data with a Third-Party Product through a technology integration with the Service, Customer grants Simplifile permission to allow the Third-Party Product and its provider to access Customer Data in connection with such integration. Simplifile is not responsible for any disclosure, modification, or deletion of Customer Data or any other data resulting from access by such Third-Party Product or its provider.

4.3   **Removal of Third-Party Products.** Simplifile cannot guarantee the continued availability of any Third-Party Products and may cease providing interoperability with them at any time (for example, if the provider of a Third-Party Product ceases to make the Third-Party Product available for interoperation).

5.   FEES AND PAYMENT

5.1   **Payment of Fees.** Customer will pay all fees specified in a Service Addendum. Customer is responsible for providing complete and accurate billing and contact information to Simplifile and promptly notifying Simplifile of any changes to such information.

5.2   **Payment Disputes.** Simplifile will not exercise its rights under the "Overdue Payments" or "Suspension" sections below if Customer is disputing all past due amounts reasonably and in good faith and is cooperating diligently to resolve the dispute, provided Customer provides prompt notice of any such dispute.

5.3   **Overdue Payments.** Without limiting Simplifile's other rights and remedies, if any invoiced amount is not received by Simplifile by the due date, then such amount may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.4   **Suspension.** Without limiting Simplifile's other rights and remedies, if any invoiced amount is more than two (2) days past due, then Simplifile may suspend all Services and Professional Services until all overdue amounts are paid in full. If Services or Professional Services are suspended twice for nonpayment, then Simplifile may require automatic credit card or bank account debit payments as a condition of reinstatement.

5.5   **County Recording Fees and Taxes.** Fees specified in Service Addendums do not include any Taxes. Customer is solely responsible for paying all recording fees charged by a county or other recording jurisdiction and all applicable taxes associated therewith. If Simplifile is required by a county or other recording jurisdiction to pay or collect Taxes, Customer will pay that amount. For clarity, Simplifile is solely responsible for taxes assessable against it based on its income, property, and employees.

5.6   Future Functionality. Customer agrees that its use of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Simplifile regarding future functionality or features, and Simplifile disclaims any express or implied covenants or agreements that specific future functionality will be made available to Customer.

6.   PROPRIETARY RIGHTS AND LICENSES

6.1   Intellectual Property Ownership. Simplifile owns all right, title, and interest in and to the Services, along with all updates, modifications, or improvements and all Documentation related thereto and all intellectual property rights embodied in any of the foregoing. Simplifile grants to Customer a non-transferable, non-exclusive right to use and access the Services solely for the Customer's internal business purposes in connection with its authorized use of the Services. Customer shall have no right to sub-subscribe, resell or white-label any of the foregoing to any party without the express written consent of Simplifile. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

6.2   Customer Data. Customer grants Simplifile and its Affiliates a worldwide, limited-term, royalty-free license to host, copy, transmit, display, and otherwise handle Customer Data as necessary for Simplifile to provide the Services in accordance with this Agreement. Customer authorizes Simplifile and its Affiliates to use, modify, and display De-Identified Data; provided, however, that Simplifile and its Affiliates will not publicly disclose or distribute to a third party De-Identified Data unless it is aggregated in a manner that does not permit identification of Customer. Subject to the limited rights granted in this Agreement, Simplifile acquires no right, title, or interest from Customer under this Agreement in or to any Customer Data.

6.3   Use Feedback. Customer grants to Simplifile and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into their services in their sole discretion any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer relating to the operation of their services.

6.4   Government End Use Provisions. If a government agency or instrumentality is the user of the Services, then the following provisions apply. Simplifile provides the Services without conveying to the government any rights to software, technical data, technology, or other intellectual property used in delivering the Services or in any way relating to the Services. If a government agency has a need for rights not granted under these terms, then it must negotiate with Simplifile to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

6.5   Output. The rights granted to Customer to use the Services also include a worldwide, perpetual, irrevocable, royalty-free license to use Output for its normal business purposes, including sharing certain Output with third parties such as Customer's customers or investors in the ordinary course of Customer's business.

7.   CONFIDENTIALITY

7.1   Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any of the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party's Confidential Information to those of its and its Affiliates' employees, contractors, consultants, and legal and financial advisors who (i) need that access for purposes consistent with this Agreement; (ii) are informed of the confidential nature of the Confidential Information; and (iii) have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those in this Agreement. The Receiving Party will remain responsible for any such recipient's compliance with this "Confidentiality" section.

7.2   Compelled Disclosure. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8.   **Public Records.** The parties agree and acknowledge this Agreement, where applicable, is subject to the provisions of Section 119.01-15, Fla. Stat.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Simplifile, where applicable, 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 Simplifile is acting on behalf of Florida Housing.

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

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

9.1   Mutual Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2   Simplifile Warranties. Simplifile warrants that (a) the Services will perform materially in accordance with the applicable Documentation; (b) any Professional Services and technical support will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards; (c) it will provide the Services and Professional Services in accordance with U.S. state and federal laws and government regulations applicable to Simplifile's provision of such services to its customers generally (i.e., without regard for Customer's particular use of such services), including by complying with the Privacy Addendum at https://www.icemortgagetechnology.com/agreements; and (d) subject to the "Removal of Third-Party Products" section above and except as otherwise provided in this Agreement, Simplifile will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

9.3   Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SIMPLIFILE AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF ANY SERVICE. NO ACCOUNTING, FINANCIAL, LEGAL, OR TAX ADVICE OR COUNSEL IS GIVEN, OR WILL BE DEEMED TO HAVE BEEN GIVEN, BY THE USE OF ANY SERVICE OR PROFESSIONAL SERVICE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER'S USE OF THE SERVICES IN COMPLIANCE WITH THIS AGREEMENT DOES NOT NECESSARILY RESULT IN CUSTOMER'S COMPLIANCE WITH ALL LAWS AND GOVERNMENT REGULATIONS APPLICABLE TO CUSTOMER'S BUSINESS AND CUSTOMER HAS AN INDEPENDENT DUTY TO COMPLY WITH ANY AND ALL LAWS AND GOVERNMENT REGULATIONS APPLICABLE TO CUSTOMER'S BUSINESS AND USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES THAT CUSTOMER'S USE OF ANY TECHNOLOGY PROVIDED BY SIMPLIFILE OR ITS AFFILIATES, INCLUDING WITHOUT LIMITATION, SOFTWARE DEVELOPMENT KITS AND APPLICATION PROGRAM INTERFACES, TO MODIFY A SERVICE (E.G., MODIFYING DATA FIELDS IN A SERVICE) WILL LIKELY IMPACT THE FUNCTIONALITY OF THE SERVICE (E.G., OTHER DATA FIELDS, CALCULATIONS, WORKFLOWS, AND THE ACCURACY OF DATA AND DISCLOSURES). CUSTOMER ASSUMES ALL RESPONSIBILITY AND LIABILITY, AND SIMPLIFILE AND ITS AFFILIATES DISCLAIM ALL LIABILITY, ARISING FROM CUSTOMER'S USE OF TECHNOLOGY PROVIDED BY SIMPLIFILE TO MODIFY A SERVICE.

10. MUTUAL INDEMNIFICATION

10.1   Indemnification by Simplifile. Simplifile will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorneys' fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Simplifile in writing of, a Claim Against Customer, provided Customer (a) promptly gives Simplifile notice of the Claim Against Customer, (b) gives Simplifile sole control of the defense and settlement of the Claim Against Customer (except that Simplifile may not settle any

Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Simplifile all reasonable assistance, at Simplifile's expense. If Simplifile receives information about an infringement or misappropriation claim related to a Service, Simplifile may in its discretion and at no cost to Customer (i) modify that Service so it is no longer claimed to infringe or misappropriate, without breaching Simplifile's warranties in the "Simplifile Warranties" section above; (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement; or (iii) terminate Customer's Service Addendum for that Service upon reasonable notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Service Addendum. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from any of the following: (1) Customer's use of Third-Party Products; (2) use of the Services in combination with other products not provided by Simplifile or required to use the Services (as set forth in Simplifile's system requirements); (3) Services that are provided to comply with detailed specifications required by or provided by Customer, including customizations of any form documents by or at the direction of Customer; (4) use of the Services in a manner inconsistent with the Documentation; or (5) any modification of the Services not made or authorized in writing by Simplifile. This "Indemnification by Simplifile" section states Simplifile's sole liability to, and Customer's exclusive remedy against, Simplifile for any type of intellectual property infringement or misappropriation claim regarding the Services.

        10.2   **Indemnification by Customer.** To the extent allowable by law, Customer will defend Simplifile and its licensors against any claim, demand, suit, or proceeding made or brought against Simplifile by a third party (a) alleging that any Customer Data infringes, violates, or misappropriates such third party's rights, including any intellectual property, proprietary, or privacy rights, (b) arising from Customer's actual or alleged use of the Services in breach of applicable law, (c) arising from Customer's use of Third-Party Products, or (d) arising from any customizations of any rules or form documents by or at the direction of Customer (each a "Claim Against Simplifile"), and will indemnify Simplifile from any damages, attorneys' fees, and costs finally awarded against Simplifile as a result of, or for any amounts paid by Simplifile under a settlement approved by Customer in writing of, a Claim Against Simplifile, provided Simplifile (i) promptly gives Customer notice of the Claim Against Simplifile, (ii) gives Customer sole control of the defense and settlement of the Claim Against Simplifile (except that Customer may not settle any Claim Against Simplifile unless it unconditionally releases Simplifile of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.

11.   LIMITATION OF LIABILITY

        11.1   **Limitation of Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF SIMPLIFILE TOGETHER WITH ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF SIMPLIFILE SERVICE FEES PAID BY CUSTOMER HEREUNDER FOR THE SERVICES OR PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

        11.2   **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL SIMPLIFILE OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, EVEN IF SIMPLIFILE OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF CUSTOMER'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

        11.3   **Applicability.** THE LIMITATIONS CONTAINED IN THIS LIMITATION OF LIABILITY SECTION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

12. TERM AND TERMINATION

12.1   Term. This Agreement commences on the Effective Date and continues until all Services hereunder have expired or been terminated. The term of each Service will be as set forth in the applicable Service Addendum.

12.2   Termination. Either party may terminate any Service or this Agreement in its entirety for cause (a) upon 30 days' notice to the other party of a material breach (or in the event Customer has been suspended pursuant to the "Suspension" section above, ten days' notice for nonpayment), if such breach remains uncured at the expiration of such period or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Simplifile may also terminate any Service or this Agreement in its entirety immediately if either (i) in the reasonable opinion of Simplifile, Customer takes or fails to take any action relating to the Services that will likely cause financial or reputational harm to Simplifile; or (ii) a county or other recording jurisdiction has asked Simplifile to terminate Customer's use of the Services due to Customer's violation of any law, rule, or regulation of such county or other recording jurisdiction.

12.3   Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, Simplifile will refund Customer any prepaid fees covering the remainder of the term of all Service Addendums. If this Agreement is terminated by Simplifile in accordance with the "Termination" section above, Customer will pay any due and owing, but unpaid fees covering the remainder of the term of all Service Addendums. In no event will termination relieve Customer of its obligation to pay any fees payable to Simplifile for the period before the effective date of termination.

12.4   Return and Destruction of Customer Data. Customer acknowledges and agrees that following the end of its access to the Services, Simplifile may destroy any Customer Data and Output in its possession and will be unable to return such Customer Data and Output to Customer. After Customer's access to the Services ends, Simplifile will, on Customer's written request, confirm that all Customer Data and Output was destroyed, or in the event any data cannot be destroyed at that time, the legal or technological reason it cannot be destroyed and a statement specifying how long it will be retained. While Customer has access to the Services, Simplifile will enable Customer to delete Customer Data itself in a manner consistent with the functionality of the Services or provide reasonably requested assistance to Customer to enable Customer to delete Customer Data.

12.5   Surviving Provisions. The provisions of this Agreement relating to intellectual property ownership, disclaimers of warranties, indemnities, limitations of liability and confidentiality, together with such other provisions that by their nature should reasonably be intended to survive, will survive any termination or expiration of this Agreement.

13. GENERAL PROVISIONS

13.1   Unauthorized Practice of Law. In order to protect the parties from charges that a party has engaged in the unauthorized practice of law in the course of performing its obligations hereunder, Customer agrees not to use the Services to prepare mortgages, deeds of trust, promissory notes, deeds, or other documents affecting title to real property or other documents and disclosures in states where Customer is prohibited from doing so. Notwithstanding the foregoing, if applicable state law permits Customer to prepare such documents and disclosures so long as a licensed attorney reviews and approves such documents and disclosures, then Customer may use the Services to prepare such documents and disclosures provided they are reviewed and approved by an attorney licensed in that jurisdiction. **CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS USE OF THE SERVICES, INCLUDING SIMPLIFILE'S DOCUMENT BUILDER SERVICES, IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.**

13.2   Export Compliance. The Services, other Simplifile technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any Prohibited Party List. Customer will not provide access or use or export, any Service, other Simplifile technology, or derivatives thereof (a) to any End-User or third party located in a country or region subject to a U.S. Government embargo or designated as a state sponsor of terrorism; (b) to any End-User or third party on any Prohibited Party List; or (c) in violation of any U.S. or other applicable export laws and regulations, including the Export Administration Regulations administered by the U.S. Department of Commerce, the International Traffic in Arms Regulations administered by the U.S. Department of State, and U.S. sanctions programs administered by the U.S. Treasury Department.

13.3   Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.4   Affirmative Action. To the extent applicable to Simplifile, Simplifile will abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans, individuals with disabilities, against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other protected class covered under federal or state law. Moreover, if applicable, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

13.5   Insurance. Simplifile will at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: (a) general liability, (b) workers compensation liability, (c) technology errors and omissions, and (d) an umbrella policy. Simplifile will deliver its insurance certificates to Customer upon Customer's request.

13.6   Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement resulting from a Force Majeure Event (excluding payment obligations); provided, however, that the party suffering the Force Majeure Event will implement its disaster recovery plan to the extent appropriate, practicable, and necessary. The party experiencing the Force Majeure Event agrees to give the other party notice promptly following the occurrence of a Force Majeure Event (which notice may be provided via email), and to use diligent efforts to re-commence performance as soon as commercially practicable under its disaster recovery plan.

13.7   Entire Agreement and Order of Precedence. This Agreement constitutes the entire agreement between the parties regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, relating to the Services. Any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Service Addendums and SOWs) is void. If there is a conflict or inconsistency among the following documents, the order of precedence will be the following: (1) the applicable Service Addendum; (2) the applicable SOW; (3) any exhibit, schedule, or addendum to this Agreement; (4) the body of this Agreement; and (5) the Documentation. No modification of this Agreement is binding unless it is in writing and signed by Customer and either signed or accepted in accordance with its terms by Simplifile.

13.8   Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party will represent itself to be an employee or agent of the other party. Neither party will have the authority to enter into any agreement on the other party's behalf or in the other party's name.

13.9   Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.10   Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the third business day after sending by certified mail (return receipt requested), (c) the second business day after sending by a nationally recognized overnight courier, (d) the day of sending by email with a confirmation copy sent simultaneously by one of the other methods permitted in this "Notices" section, or (e), for notices provided pursuant to the "Term" section above, the day of sending by email. Notices to Simplifile will be addressed to the attention of Simplifile's Legal Department, at Simplifile LC, 5072 North 300 West, Provo, UT 84604, legaldepartment-mortgagetech@ice.com; or as updated by Simplifile via notice to Customer. Notices to Customer will be addressed to the relevant billing contact designated by Customer in writing (which may be provided via email).

13.11   Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Any waivers granted under this Agreement are effective only if recorded in a writing signed by the party granting such waiver.

13.12   Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed void and the remaining provisions of this Agreement will remain in effect.

13.13   Publicity. Neither party will use any trade name, trademark, service mark, logo, or any other proprietary rights of the other party in any manner (including use in any press release, advertisement, or other marketing or promotional material) without such party's prior written approval or as necessary to provide the Services in accordance with this Agreement (for example, use in an external-facing website created by Customer and hosted by Simplifile).

13.14   Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent; provided, however, either party may assign this Agreement in its entirety (including all Service Addendums), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets by providing prior notice to the other party (which notice may be provided via email). Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this "Assignment" section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

13.15   Governing Law. This Agreement, and any disputes arising out of or related to this Agreement, will be governed exclusively by the laws of the State of Florida, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Venue will lie exclusively in the Circuit Court of Leon County, Florida.

13.16   Attorneys' Fees. If any action or proceeding is commenced to enforce or interpret this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs, and expenses incurred by such prevailing party in connection with such action or proceeding.

13.17   Counterparts. This Agreement may be signed electronically, by facsimile, and in counterparts.

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

13.19   Employment Eligibility. Simplifile understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

13.20   Contracting with Entities of Foreign Countries of Concern Prohibited. Simplifile attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

13.21   Human Trafficking. Simplifile attests, under penalty of perjury, that it does not use coercion for labor or services as defined in Section 787.06, Fla. Stat.

14.   DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
"Agreement" means this Master Services Agreement and any exhibits, schedules, and addenda hereto, including Service Addendums and SOWs.

"Audit Reports" means SSAE 18 SOC 1 and/or SOC 2 Type II reports or the equivalent conducted by an independent auditor.

"Confidential Information" means, to the extent allowable by law, all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data and Output (but, for the avoidance of doubt, excludes De-Identified Data); Confidential Information of Simplifile includes the Services and Professional Services; and Confidential Information of each party includes the terms of this Agreement (including pricing), as well as each party's trade secrets, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party (whether about such party or its Affiliates). However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party before its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, which the Receiving Party can demonstrate by documentation; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party, which the Receiving Party can demonstrate by documentation.

"Configuration" means a change to an adjustable component of the Services (i.e., not source code) made by Customer or by Simplifile on behalf of Customer pursuant to an SOW.

"Customer" means the customer named on the cover page to this Agreement.

"Customer Data" means electronic data and information (including, for the avoidance of doubt, any GLBA "nonpublic personal information") submitted by or for Customer to the Services. Customer Data excludes De-Identified Data.

"De-Identified Data" means any data or information that is in a state or form that does not identify or permit identification of an individual.

"Documentation" means the applicable Service's release notes, user guides, and related documents accessible via that Service's help site, as updated from time to time.

"Effective Date" means the date above the parties' signatures on the cover page to this Agreement.

"End-User" means an individual who is an authorized by Customer to use a Service for the internal business purposes of Customer and its Affiliates, and to whom a user identification and password has been supplied. End-Users may include Customer Personnel and regulators and auditors of Customer or its Affiliates, but End-Users may not include other third parties.

"Force Majeure Event" means circumstances beyond a party's reasonable control and occurring without the negligence of such party, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Simplifile or Customer employees), denial-of-service attacks, or third-party Internet service provider or telecommunication provider failures or delays.

"GLBA" means the Gramm-Leach-Bliley Act of 1999.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, upgrades, and changes to the Services as developed by Simplifile and made generally available for production use without a separate charge to Simplifile customers subscribed to such Services.

"Malicious Code" means code, files, scripts, agents, or programs intended to do harm, including viruses, worms, time bombs, and Trojan horses.

"Output" means the reports, files, and/or documents generated by Customer directly from Customer Data via the Services (excluding, for the avoidance of doubt, the templates behind and any non-Customer Data datasets populating such reports, files, and/or documents).

"Personnel" means the employees and contractors used for staff augmentation purposes of a party hereto and its Affiliates.

"Professional Services" means the work ordered by Customer under a Service Addendum and performed by Simplifile, which may include implementation, consulting, and/or training services and the delivery of certain products, deliverables, reports, or other items, in each case as specified in an SOW (for one-time Professional Services) or exhibit (for subscription Professional Services).

"Prohibited Party List" means any U.S. government denied-party list, including the Specially Designated Nationals and Blocked Persons List and List of Foreign Sanctions Evaders, which are maintained by the U.S. Treasury Department, the Denied Persons List, Entity List, and Unverified List, which are maintained by the U.S. Commerce Department, and the List of Statutorily Debarred Parties which is maintained by the U.S. State Department.

"Safeguards Rule" means the Federal Trade Commission's Standards for Safeguarding Customer Information (16 CFR Part 314).

"Service Addendum" means the Simplifile ordering document specifying the Services and/or Professional Services to be provided under this Agreement that is entered into between Customer and Simplifile or any of their Affiliates, including and product terms incorporated therein and amendments and supplements thereto. By entering into a Service Addendum hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Services" means the products and hosted services that are ordered by Customer under a Service Addendum or online purchasing portal and made available by Simplifile, including any Improvements thereto and

associated Simplifile offline or mobile components, as described in the Documentation. "Services" exclude Third-Party Products.

"Simplifile" means Simplifile LC, a Utah limited liability company, headquartered at 5072 North 300 West, Provo, UT 84604.

"Simplifile Work Product" means anything developed, created, or provided by Simplifile while providing Professional Services including any information, materials, deliverables, or other intellectual property, but excluding any Customer Confidential Information (including, for the avoidance of doubt, Customer Data).

"SOW" means a statement of work attached to a Service Addendum specifying the Professional Services to be provided under this Agreement, including any change requests, amendments, and supplements thereto.

"Subcontractor" means any third party that Simplifile or its Affiliates engage to perform Services or Professional Services for Customer under this Agreement, but, for the avoidance of doubt, excluding contractors retained by Simplifile or its Affiliates for staff augmentation purposes and employees of Simplifile's Affiliates (such third parties are treated as employees of Simplifile for the purposes of this Agreement).

"Taxes" means taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever.

"Third-Party Product" means any product, service, website, software application, or functionality that is provided by a third party and made available through a Service, or otherwise interoperates with a Service, including third-party products or services made available through links to third party websites and services made available through a Service. For the avoidance of doubt, Third-Party Products do not include functionalities delivered by Simplifile as part of the Services that are powered by Subcontractors.

EXHIBIT A

INFORMATION SECURITY ADDENDUM

This Information Security Addendum ("Addendum") is incorporated into and forms a part of the Master Services Agreement ("Agreement"), and capitalized words used but not defined in this Addendum have the meanings set forth in the Agreement.

Article I: **Introduction.** This Addendum describes the minimum information security requirements that Simplifile maintains to protect Customer Data. Requirements in this Addendum are in addition to any requirements in the Agreement.

Article II: **Information Security Policy.**

2.1 Simplifile will implement and maintain an information security policy to:
   (a) Identify reasonably foreseeable internal and external risks to the security, confidentiality, integrity, and availability of Customer Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information; and
   (b) Regularly test or monitor the adequacy and effectiveness of key controls, systems, and policies and procedures to control identified risks and prioritize improvements.

2.2 The information security policy will be evaluated and adjusted, if necessary, at least annually.

2.3 Simplifile will implement and maintain a policy exception process that requires documented business reason for any exception and approval.

Article III: **Personnel Security.**

3.1 Simplifile personnel with access to Customer Data will: (a) complete privacy and information security awareness training as part of the onboarding process; and (b) receive ongoing security awareness training on at least an annual basis.

3.2 Upon termination of Simplifile personnel, Simplifile will ensure all access is deprovisioned and corporate assets are returned by such personnel.

Article IV: **Data Protection.**

4.1 Data Classification. Simplifile will classify data and manage it with regards to its classification.

4.2 Secure Destruction. Customer Data will be destroyed in accordance with the NIST Special Publication 800-88: Guidelines for Media Sanitization.

4.3 Clear Desk and Screen. Simplifile will maintain and enforce a clear desk and screen policy for all Simplifile personnel.

Article V: **Access Management.**

5.1 Access Control.
   (a) Access to information and systems will be restricted and limited to the minimum necessary based on business justification and the principle of least privilege.
   (b) Simplifile will maintain and enforce formal procedures to ensure user access rights are reviewed on a regular basis to identify any inappropriate or excessive access privileges.

5.2 Remote Access.
    (a) Direct remote access to the Simplifile internal network will only be allowed through virtual private network (VPN).
    (b) All direct remote connections to the Simplifile internal network and data centers will require multi-factor authentication.

5.3 Access Provisioning and Deprovisioning.
    (a) Simplifile will implement and maintain a formal user access provisioning process to assign or revoke access rights.
    (b) When approving access requests, Simplifile will ensure that adequate segregation of duties is maintained.
    (c) Upon termination of Simplifile personnel, access rights will be promptly removed or disabled.

5.4 Password Management.
    (a) Simplifile will maintain and enforce password management policies for all information assets.
    (b) Passwords will not be stored in clear-text and passwords for individual accounts will not be shared with other users.

Article VI: Security Logging and Monitoring.

6.1 Simplifile will maintain and enforce formal procedures and logging mechanisms for production servers, infrastructure, devices, and applications that will generate event logs for user activities, exceptions, faults, and information security events.

6.2 Security logging systems will be protected against tampering and unauthorized access.

6.3 Clocks of all relevant information processing systems will be synchronized to a single reference time source.

Article VII: System Acquisition, Development, and Maintenance.

7.1 Change and Release Management. Simplifile will implement and maintain a formal change management process that includes system, security, and user acceptance testing and documentation of change requests, tests, and approval.

7.2 Secure Development and Coding. Simplifile software development will follow industry secure software development standard practices such as OWASP and adhere to common controls and address top risks.

Article VIII: Physical Security.

8.1 Access to sensitive areas will be restricted to only authorized personnel who have need based on business justification.

8.2 Simplifile will implement and maintain policies and procedures to reduce the risk of damage or harm to Simplifile personnel and property.

Article IX: Third Party Risk Management.

9.1 Simplifile will implement and maintain a third party risk management program to manage risks associated with third party access to, or storage or processing of, Customer Data.

9.2 Simplifile will conduct initial and periodic risk assessments of third party vendors as warranted by each such vendor's risk classification.

Article X: Asset Management. Simplifile will implement and maintain an asset management policy that requires

formal inventory of physical and software assets.

Article XI: **Business Continuity and Disaster Recovery.**

11.1 Simplifile will implement and maintain a business continuity and disaster recovery program designed to reduce the disruption caused by disasters and/or failures (which may be the result of, for example, natural disasters, accidents, equipment failures, or sabotage) through preventative and recovery controls.

11.2 Business impact analysis will include the following: (a) defined lines of communication, roles, and responsibilities; (b) planned procedures for recovery activities; and (c) recovery time and point objectives.

Article XII: **Security Architecture.**

12.1 Configuration Management and Hardening.
- **(a)** Simplifile will maintain and enforce baseline configuration and system hardening standards for all system components that store or process Customer Data in accordance with industry standards such as Center for Internet Security (CIS) benchmarks.
- **(b)** Vendor default passwords, accounts, and keys will be changed and disabled when deploying new hosts and devices.

12.2 Encryption and Key Management.
- **(a)** Simplifile will maintain and enforce encryption policies to address protection of Customer Data.
- **(b)** Cryptographic keys will be securely managed throughout their lifecycle.

12.3 Anti-virus and Malware. Simplifile will implement and maintain a current, commercially available anti-virus and malware software on all systems that will be able to detect, prevent, and isolate infected systems.

12.4 Network Security.
- **(a)** Simplifile will configure and maintain network devices to restrict unauthorized access and mitigate risk of unintended disclosure.
- **(b)** Simplifile will maintain and enforce network security policies to address firewall management, use of secure protocols, prohibition of split tunneling, and network segmentation.

12.5 Wireless Network Security. Simplifile will configure wireless networks to use strong wireless encryption and authentication protocols.

Article XIII: **Vulnerability Management.**

13.1 Vulnerability Identification and Handling.
- **(a)** Simplifile will maintain and enforce a vulnerability management program to ensure vulnerabilities will be classified, documented, and prioritized for remediation based on the likelihood and impact of the vulnerability.
- **(b)** Simplifile will perform vulnerability scans on at least a weekly basis or after any significant infrastructure changes, application upgrades, or modifications.
- **(c)** Simplifile will perform a penetration test on systems storing Customer Data after any significant application upgrades or modifications.

13.2 Patch Management.
- **(a)** Simplifile will implement and maintain a patch management program to identify, prioritize, and implement applicable patches to ensure patches are applied in a timely manner.
- **(b)** Patches will be tested and evaluated before they are installed to ensure they are effective and do not inadvertently impact production environments.

Article XIV: **Security Incident Response.**

14.1 Reporting an Incident. All Simplifile personnel will be required to report any observed or suspected information security vulnerabilities in systems or services or security events.

14.2 Incident Response.

    (a) Simplifile will implement and maintain a formal incident response plan, which will at a minimum include: (i) definitions of types of incidents; (ii) procedures for identifying, reporting and escalating incidents and suspected incidents; (iii) procedures for responding to incidents and isolating impacted systems as needed; (iv) appropriate communication plans; and (v) communication with relevant internal and external stakeholders.

    (b) Incident response and escalation plans will be tested and reviewed on at least an annual basis.

14.3 Evidence Collection and Handling. Simplifile will implement and maintain formal procedures for the identification, collection, acquisition, and preservation of information that may be used as evidence related to security incidents.

Article XV: **Information Security Risk Management.**

15.1 Simplifile will conduct an annual risk assessment to identify and document information security risks, threats, and vulnerabilities to Simplifile business or operations.

15.2 Simplifile will implement and maintain an information security risk management program to ensure identified information security risks are documented and prioritized for mitigation based on risk assessment, including: (i) risk definition and criteria; (ii) types of risks; (iii) risk documentation requirements; (iv) risk scoring methodology; (v) risk tolerance baselines; (vi) mitigation requirements based on risk; and (vii) risk exception request and approval process.

eRECORDING SERVICE ADDENDUM

This eRecording Service Addendum ("Addendum") is entered into and made effective as of May 6, 2025 (the "Addendum Effective Date"), by and between Simplifile LC ("Simplifile") and Florida Housing Finance Corporation ("Customer") and is governed by, incorporated into and forms a part of that certain Master Services Agreement entered into between the parties hereto with an effective date of May 6, 2025 (the "Agreement"). Capitalized words used but not defined in this Addendum have the meanings set forth in the Agreement.

The parties agree to the following:

1.   eRecording Services. Simplifile will provide its eRecording services (the "Services") to Customer under the terms and conditions of this Addendum and the Agreement.

2.   Customer's Responsibilities/County Rules

2.1   Recording Jurisdiction Requirements. As a condition of using the Services, Customer agrees to familiarize itself with all requirements of a county recorder or other recording jurisdiction ("Receiver") in which Customer submits documents for eRecording, and Customer acknowledges that it is solely responsible for understanding and obeying all such requirements. In addition, Customer acknowledges and agrees that a Receiver and Simplifile are separate and distinct entities and Simplifile does not control Receiver, nor does it guarantee the availability of Receiver's systems in accepting documents for eRecording generally or from Customer specifically. Receiver may temporarily or permanently suspend Customer's ability to submit documents for eRecording to Receiver as a penalty for a violation of such Receiver's requirements. ACCORDINGLY, SIMPLIFILE WILL HAVE NO LIABILITY FOR ANY DISRUPTION IN THE SERVICES CAUSED BY A RECEIVER, THEIR SYSTEMS, OR CUSTOMER'S FAILURE TO FOLLOW A RECEIVER'S REQUIREMENTS. For the avoidance of doubt, any recurring or minimum payment commitments to Simplifile hereunder remain due even if Customer is out of compliance with a Receiver.

2.2   Taxes and Fees Charged by Receiver. Simplifile has no control over the taxes and fees charged by a Receiver, and Customer is responsible for paying any and all fees and taxes charged by a Receiver to Simplifile for Customer's use of the Services, which shall be passed through to Customer by Simplifile. In the event Customer is a tax-exempt organization, Simplifile will work with Customer to communicate this tax-exempt status to Receiver. If Customer disputes any taxes or fees charged by a Receiver and passed through to Customer by Simplifile, then Customer must pay such disputed taxes or fees to Simplifile, who in turn will pay them to the Receiver, and then Customer must work directly with the Receiver to resolve the dispute and seek a refund.

2.3   Legal Compliance. Customer is responsible for the legality and recordability of all documents submitted through the Services. Transaction logs of package submission details will be made available to the Receiver at the time a document is presented for recording, and such audit logs will be made available for downloading to both the Receiver and Customer. IN ADDITION, CUSTOMER AGREES SIMPLIFILE MAY PROVIDE ANY ADDITIONAL TRANSACTION INFORMATION REGARDING CUSTOMER OR SPECIFIC RECORDING TRANSACTIONS, INCLUDING CONFIDENTIAL INFORMATION, AS REQUIRED BY A RECEIVER.

2.4   Original Documents. Customer warrants that any document submitted to the Services for recording is a true, exact and complete copy of the originating paper document or electronic document ("Originating Document"). In compliance with applicable jurisdictional permissibility, Simplifile may offer to Customer certain system functionality to improve and enhance the quality and legibility of submitted

documents. Customer warrants that its use of such system functionality shall not be used to alter any text or content that results in making the submitted document no longer a true, exact, and complete copy of the Originating Document. Simplifile and the Receiver shall be entitled to rely on such warranty for all purposes. In the event a Receiver requires Simplifile to produce the Originating Document, Customer agrees to provide such Originating Document to Simplifile within one (1) business day. Simplifile expects Customer to retain the Originating Document prior to and up to one (1) business day after being successfully recorded.

3.   Term. This Addendum shall take effect on the Addendum Effective Date and shall continue in effect for one (1) year, subject to an automatic renewal for additional one (1) year terms, unless either party gives written termination notice to the other party thirty (30) days prior to the anniversary date of the Effective Date. Should this Addendum automatically renew, (i) it will renew under the same terms unless Simplifile provides Customer with notice of any changes to the current terms and (ii) it will renew at Simplifile's then-current standard pricing, provided Simplifile provides notice of any such changes to the terms and the then-current standard pricing to Customer at least sixty (60) days before the end of the relevant Term.

4.   Payment of Fees and Taxes. Simplifile's fees listed herein are exclusive of any applicable sales, use or other taxes assessed by a Receiver and Customer agrees to pay to Simplifile all applicable taxes, and fees imposed by a Receiver, which Simplifile passes through to Customer. Simplifile will invoice Customer an amount equal to the fees earned and any applicable fees or taxes paid by Simplifile in any given "Billing Cycle" as set forth in the Fees and Payment Terms grid below. Customer agrees to pay each invoice within the "Payment Term" as set forth in the Fees and Payment Terms grid below. Each invoice shall be sent to Customer using the Primary Contact Person information as set out in the Simplifile Organization contact information at Simplifile.com.

5.   Payment Methods. All fees will be paid to Simplifile and Customer authorizes Simplifile to create and/or process such payments as either (a) Automated Clearing House ("ACH") transactions, (b) eCheck, or (c) through other means, as pre-approved by Simplifile.

6.   Fees and Payment Methods.

Services	Description	System Costs ("Fees")
Annual License and Support Fee (per physical location)	License Fee for access and support	$449.00 per license
Document Submission Fees	Submission fee for each document recorded using the Services	$5.75 per document
Training	Fees for web, phone based or on-site training to Customer	Web and phone based: $0 Onsite: Quoted upon request
Billing and Payment Terms	Deadline to remit and Simplifile to receive payment of fees	Annual License Fee: Payable each year on the anniversary of the Effective Date Document Submission Fees: Payable daily via ACH Receiver Fees: Payable daily via ACH
Dishonored charges fees	Processing fee for dishonored ACH charges or other payments	$25.00 per item
Receiver Fees (applicable recording, taxes, non-	Any/all additional fees and taxes that may be assessed or	Exact cost only. Simplifile does not control or add to Receiver fees, if any.

conforming, eRecording, rejection, etc.)	charged by others for the Services	Document Submission Fees are quoted exclusive of these fees.

7. **Payment Methods.** All fees will be paid to Simplifile and Customer authorizes Simplifile to create and/or process such payments as either (a) Automated Clearing House ("ACH") transactions, (b) eCheck, or (c) through other means, as pre-approved by Simplifile.

8. **Publicly Recorded Data.** Customer acknowledges that Simplifile may provide recorded data filed through the Services to third parties associated with a transaction as such recorded data does not consist of nor contain Confidential Information, as they are publicly filed by permission of Customer.

9. **Special Terms.** None.

The parties have executed this Addendum by their duly authorized representatives as of the date set forth below. This Addendum may be signed electronically, by facsimile, and in counterparts.

SIMPLIFILE   **CUSTOMER**

Signature: _____   Signature: _____

Printed Name: Gregory Yeager   Printed Name: Angeliki G. Sellers

Title: Vice President   Title: CFO

Date: Mar 6, 2025   Date: 3-6-2025