

**CONTRACT FOR
COMPREHENSIVE MULTIFAMILY LINE OF BUSINESS SOFTWARE
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
PROLINK SOLUTIONS, INC.**

This Contract for Comprehensive Multifamily Line of Business Software, Contract #023-2026 (“Contract” or “Agreement”) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (“Florida Housing”), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and PROLINK SOLUTIONS, INC. (“Contractor” or “Prolink”), located at 98 Inverness Drive East, Suite 200, Englewood, CO 80112. Upon execution by both parties, this Contract shall become effective on August 24, 2026 (“Effective Date”).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the services and software identified herein and offers to perform those services described in Exhibit A attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to the Contractor under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. **RECITALS**

The Recitals set out above are true and correct and are incorporated into and made a part of this Agreement.

B. **ATTACHMENTS**

This Contract has the following attachments, which are incorporated herein:

Exhibit A, Services, Pricing, and Implementation
Exhibit B, Service Level Agreement (SLA)

C. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide Comprehensive Multifamily Line of Business Software and Support Services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Contractor understands and agrees that all services under this Contract are to be performed solely by the Contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

D. TERM OF CONTRACT

The initial term of this Contract shall be for one year from the Effective Date, unless earlier terminated in accordance with this Contract.

E. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

F. INVOICES

The Contractor shall submit invoices to the program contact person in Section K, Administration of Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If an invoice is disputed, Florida Housing shall notify the Contractor in writing within 10 business days of receipt, specifying the basis for the dispute. Both parties shall work in good faith to resolve the dispute within 30 days. The Contractor shall not be reimbursed for any expenses unless expressly authorized in this Contract or pre-approved in writing by Florida Housing. Any pre-approved reimbursable expenses must be reasonable, necessary, and supported by appropriate documentation. If, following the notice and cure procedures set forth in Section I, Default and Remedies, the Contractor is determined by Florida Housing, after reasonable review, to be in material and uncured non-compliance with applicable Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or to have materially failed to perform its duties hereunder, the compensation directly attributable to the non-compliant or unperformed services (and not Contractor's total compensation under this Contract) shall be subject to forfeiture to Florida Housing.

G. FEES/COSTS

Contractor shall be compensated as described in Exhibit A. All compensation shall be in accordance with the terms of this Contract and shall constitute full payment for services rendered.

Contractor acknowledges and agrees that all compensation paid under this Contract constitutes taxable income, and the Contractor shall be solely responsible for all applicable federal, state, and local taxes.

H. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Contractor, its agents, its servants, or employees, and the Contractor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed by the undersigned solely in their official capacity on behalf of Florida Housing Finance Corporation, and no personal liability shall attach to the individual with respect to this Contract.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. The Contractor, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor acknowledges that it is solely responsible for all applicable federal, state, and local taxes, including, but not limited to, income tax, self-employment tax, and all FICA and Medicare contributions. The Contractor is solely responsible for any insurance coverage related to work-related injuries or illnesses, and Florida Housing shall have no responsibility or liability for any such coverage.

5. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Contractor shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Contractor specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Contractor, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Contractor make any commitments for or incur any charges or expenses for, or in the name of,

Florida Housing.

7. The Contractor shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the Contractor.

8. Except in connection with either party's gross negligence, willful misconduct, unlawful misconduct, fraud, indemnification obligations, public records obligations, confidentiality obligations, security or data protection obligations, unauthorized access to or disclosure of Florida Housing data or Confidential Information, equitable relief or payment obligations under this Contract, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, regardless of whether such liability is based on breach of contract, tort, strict liability, or any other theory, even if advised of the possibility of such damages.

I. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Contractor as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Contractor in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Contractor in this Contract is materially inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Contractor in this Contract is deemed by Florida Housing to be materially inaccurate, false or misleading in any material respect;

c. If the Contractor materially fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, the Contractor has materially failed to perform or complete any of the services identified in the attachments;

e. If the Contractor has not materially complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If the Contractor has discriminated on the grounds of race, color, religion, sex, national origin, disability, or any other legally protected status in performing any service identified in the attachments;

g. If the Contractor does not materially comply with the terms and conditions set forth in s. 420.512(5), F.S.;

h. If the Contractor commits fraud in the performance of its obligations under this Contract; or

i. If the Contractor refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section K, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2 above, Florida Housing may, at its sole discretion, provide the Contractor a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, the cure period shall be stated in the Notice of Default. Unless a shorter period is required to protect Florida Housing, comply with law, respond to a security incident, address a public records issue, or prevent harm to Florida Housing, the cure period shall be thirty (30) days after Contractor's receipt of the Notice of Default. If the Event of Default cannot reasonably be cured within thirty (30) days, Florida Housing may extend the cure period for a reasonable time, not to exceed sixty (60) days total, provided Contractor begins cure promptly and diligently pursues cure to completion.

4. If the Contractor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract upon the conclusion of the Cure Period if the Event of Default remains uncured;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance,

issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

J. TERMINATION

1. Florida Housing may terminate the Contract, without cause, at any time upon 90 days' written notice delivered by courier service or electronic mail to the Contractor at the address set forth in Section K, Administration of Contract, herein.

2. The Contractor may terminate this Contract, without cause, at any time upon 90 days' written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section K, Administration of Contract, herein. During the notice period, Contractor shall continue to perform the Services and provide reasonable transition cooperation, data access, and data export assistance necessary to avoid disruption to Florida Housing's operations. Contractor shall provide standard data return and public records transfer services at no additional cost to Florida Housing. Any additional transition services requested by Florida Housing outside Contractor's existing contractual, data return, public records, confidentiality, security, and transition obligations shall require Florida Housing's prior written approval.

3. All obligations of the parties that by their nature are intended to survive termination or expiration of this Contract, including but not limited to obligations relating to confidentiality, public records, and indemnification, shall survive such termination or expiration.

K. ADMINISTRATION OF CONTRACT

1. Florida Housing's contract administrator for this Contract is:

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contacts for this Contract are:

Technical Point of Contact:

David Hearn
Chief Information Officer
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: David.Hearn@floridahousing.org
or the designated successor.

Project Manager:

Ed Pilote
Project Management Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Ed.Pilote@floridahousing.org
or the designated successor.

3. The Contractor's contract administrator for this Contract is:

Shawn McKenna
President
ProLink Solutions, Inc.
98 Inverness Drive East
Englewood, Colorado 80112
Office: 303.663.5900
E-mail: smckenna@prolinksolutions.com
or the designated successor.

4. All written approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.

5. All notices shall be given to the parties' contract administrator.

L. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

1. 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 the Contractor in connection with this Contract is subject to the provisions of s. 119.01-.15, F.S., as may be amended from time to time (Florida's Public Records Law). The Contractor 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 s. 119.0701(2)(b), F.S., the Contractor 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 the Contractor is acting on behalf of Florida Housing.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor'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
E-mail: Corporation.Clerk@floridahousing.org**

2. Confidentiality

a. If the Contractor asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made in writing to Florida Housing's Contracts Administrator upon submitting them to Florida Housing.

b. It is the Contractor's obligation and responsibility to maintain the secrecy

of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing. It shall be the responsibility of the Contractor to defend the confidentiality of such materials, if necessary.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Contractor will treat such materials as confidential and will not reveal or discuss such materials or any other information obtained in connection with this Contract with any other person or entity, except as authorized or directed by Florida Housing.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If the Contractor is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Contractor shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

3. Copyright, Patent and Trademark

a. If the Contractor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Contractor shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

b. Contractor alone (and its licensors, where applicable) shall own, subject to Florida Housing's rights expressly provided in this Contract, all right, title and interest, including all related intellectual property rights, in and to the Contractor Licensed Software, services, deliverables, programs and software, all documentation, materials and information furnished by Contractor, including all subsequent modifications, changes, corrections or enhancements, whether or not authorized by Contractor, all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Contractor or any other party relating to any Contractor Licensed Software, services or deliverables licensed under this Contract, and all of such information shall be considered Contractor's confidential information, except to the extent such information includes Florida Housing data, public records, Confidential Information, exempt or confidential information, materials provided by Florida Housing, or Florida Housing-specific materials or outputs. Contractor reserves the right to incorporate any of such information into the creation of new releases, upgrades, updates or enhancements to the services or deliverables, or the development of entirely new products. This Contract is not a sale and does not convey to Florida Housing any rights of

ownership in or related to the Licensed Software; provided, however, Florida Housing retains the license, access, use, data ownership, public records, confidentiality, audit, data return, and transition rights expressly provided in this Contract, including rights in Florida Housing data and Florida Housing-specific materials and outputs.

c. All subcontracts or other arrangements entered into by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and preserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes, as set forth in this Contract.

d. All subcontracts or other arrangements entered into by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

4. Files

a. Contents of the Files: The Contractor shall maintain files containing documentation to verify all compensation to the Contractor in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Contractor in connection with this Contract. The Contractor shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: The Contractor shall maintain these files for five years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Contractor and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated or expires, all finished or unfinished documents, data, studies, computer files, correspondence,

and other products prepared by or for the Contractor under this Contract shall be submitted to Florida Housing within 30 days of such termination or expiration at no additional cost to Florida Housing, except for any separately approved transition services requested by Florida Housing that are outside the scope of Contractor's existing data return, public records, confidentiality, security, and transition obligations..

M. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

The laws of the State of Florida, including the State Cybersecurity Act, s. 282.318, F.S. and Florida Cybersecurity Standards, Chapter 60GG-2, F.A.C. (collectively, "Florida Law") and the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.) and the regulations promulgated thereunder, including, without limitation, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (collectively, the "Act"), impose various requirements regarding consumer privacy as well as the confidentiality, integrity, and accuracy of consumer information. Notwithstanding anything contained herein to the contrary, the provisions and requirements of this section shall only apply if and when the Contractor and its employees and/or agents may have access to certain confidential information of Florida Housing and nonpublic personal information pertaining to the customers of Florida Housing.

1. Definitions.

For the purposes of this section:

a. "Customer Data" means any and all data and information of any kind or nature submitted to Contractor by Florida Housing, or received by Contractor on behalf of Florida Housing, related to a natural person. Customer Data includes but is not limited to "nonpublic personal information" (as defined in the Act) necessary for Contractor to provide the Services, as well as "personal information" or "nonpublic information" as defined under Florida Law. Florida Housing shall remain the sole and exclusive owner of all Customer Data, regardless of whether such data is maintained on paper, magnetic tape, magnetic disk, personal computing devices (including but not limited to computers, tablets, smartphones, etc.), cloud computing systems maintained by Contractor or others on service provider's behalf, or any other storage or processing device.

b. "Confidential Information" shall mean all information designated by Florida Housing as confidential, including all Customer Data, and all information or data, whether marked or designated as confidential, concerning or related to Florida Housing's products, (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any of Florida Housing's information systems, including, without limitation, networks, network services, computers, computer systems and communications systems (collectively, the "Information Systems"), which, if not otherwise described above, is of such a

nature that a reasonable person would believe it to be confidential or proprietary. Confidential Information, other than Customer Data (which shall always remain confidential), shall not include: (a) information which is or becomes publicly available (other than by Contractor or such other party having the obligation of confidentiality) without breach of this Contract; (b) information independently developed by Contractor; or (c) information received from a third party not under a confidentiality obligation to Florida Housing.

2. Use of Confidential Information. Contractor shall not use, retain, copy, sell, transfer, publish, disclose, display, or otherwise make any of Florida Housing's Confidential Information available to any third party without the prior written consent of Florida Housing. Notwithstanding the foregoing, Contractor may process Confidential Information using artificial intelligence or machine-learning tools solely to perform the Services under this Contract only with Florida Housing's prior written approval. Contractor shall not use, retain, disclose or permit any artificial intelligence or machine-learning tool or provider to use, retain, disclose, or incorporate Confidential Information to train, fine-tune, or otherwise improve any model, product, or service, except as expressly approved in writing by Florida Housing for Florida Housing's use of the Services. Contractor remains fully responsible for any unauthorized access, use, retention, disclosure, or loss of Confidential Information arising from such processing. Contractor shall hold the Confidential Information in confidence and shall not disclose or use such Confidential Information other than for the purposes contemplated by the Contract or in compliance with the requirements set forth in the Act, and/or Florida Law, and Contractor shall instruct all of its directors, officers, employees, agents, contractors and financial, legal and other advisors to whom it provides the Confidential Information (the "Representatives") to use the same care and discretion with respect to the Confidential Information that Contractor requires with respect to its own most confidential information, but in no event less than a reasonable standard of care, including the utilization of security devices or procedures designed to prevent unauthorized access to and processing of the Confidential Information. Contractor shall instruct its Representatives of its confidentiality obligations hereunder and not to attempt to circumvent any such security procedures and devices. Additionally, Contractor shall require that each of its Representatives agree to all of the same restrictions and conditions concerning Confidential Information to which Contractor is bound in this Contract. All Confidential Information shall be distributed only to persons having a need to know such information to perform their duties in conjunction with the Contract. Unless otherwise agreed in writing, the obligations set forth in this section shall survive the termination or expiration of the Contract for so long as the information remains confidential, exempt, confidential and exempt, nonpublic, or otherwise protected from disclosure under applicable law, and in no event for less than five (5) years. Contractor's confidentiality obligations with respect to Customer Data shall survive until such Customer Data is returned or destroyed in accordance with this Section. Further, upon request by Florida Housing or upon termination of the Contract, Contractor shall deliver to Florida Housing any Confidential Information in its possession in a commercially reasonable, usable, and mutually agreed format and destroy any copies of Confidential Information in Contractor's files, unless otherwise

required under operation of law. Contractor shall certify such destruction in writing upon request by Florida Housing.

3. Access to Information Systems. Access, if any, to Florida Housing's Information Systems is granted solely to perform the Services under the Contract and is limited to those specific Information Systems, time periods and personnel as are separately agreed to by Florida Housing and Contractor from time to time. Florida Housing may require the Representatives to sign individual agreements prior to accessing Florida Housing's Information Systems. Use of Florida Housing's Information Systems during other time periods or by individuals not authorized by Florida Housing is expressly prohibited. Access is subject to Florida Housing business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other of Florida Housing's Information Systems is expressly prohibited. This prohibition applies even when an Information System that Contractor is authorized to access serves as a gateway to other Information Systems outside Contractor's scope of authorization. Contractor agrees to access Information Systems only from specific locations approved for access by Florida Housing. For access outside of Florida Housing's premises, Florida Housing may designate the specific network connections to be used to access Information Systems.

4. Information Security. Contractor shall be responsible for establishing and maintaining an information security program (the "Information Security Program") designed to satisfy all objectives set forth in the Act and Florida Law. The Contractor shall take full responsibility for the security of all Confidential Information in its possession or in the possession of its approved subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure, processing, or loss thereof. Notwithstanding any limitation of liability in this Contract, Contractor's liability shall not be limited for claims, losses, costs, expenses or liabilities arising from Contractor's gross negligence, willful misconduct, unlawful misconduct, fraud, indemnification obligations, breach of public records obligations, breach of security or data protection obligations, unauthorized access to or disclosure of Florida Housing data or Confidential Information, or Contractor's obligations under this Section M.6. of this Contract. At a minimum, Contractor agrees:

a. To implement appropriate technical and organizational measures, including a network firewall and maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority, to protect Confidential Information against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure, access, processing and exfiltration, or theft, in particular where processing involves the transmission of Confidential Information over a network, (iii) alteration, and (iv) all misuse;

b. To implement appropriate procedures to ensure that (i) unauthorized persons will not have access to the data processing equipment used to process the Confidential Information, (ii) any persons it authorizes to have access to the Confidential Information will respect and maintain the confidentiality and security of the Confidential Information, and (iii) the measures and procedures that it uses

will be sufficient to comply with all legal requirements applicable to both Florida Housing and Contractor;

c. To provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits;

d. To ensure the transmission or exchange of Confidential Information with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g., HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES;

e. To appropriately destroy Confidential Information based on the format stored upon the expiration of any applicable retention schedules; and

f. To discipline employees that violate the Information Security Program.

5. Information Security Program Monitoring. Upon written request of Florida Housing, Contractor shall provide Florida Housing with copies of, or reasonable access to, summaries, executive summaries, SOC 2 Type II reports, penetration test summaries, vulnerability assessment summaries, disaster recovery test summaries, business continuity test summaries, and other internal or third-party security audit materials reasonably requested by Florida Housing, subject to reasonable confidentiality protections, to confirm that Contractor is satisfying its obligations under this Contract, the Act, and Florida Law. Further, during the term of this Contract, the following monitoring is required at Contractor's expense, provided, however, that any extraordinary on-site review requested by Florida Housing beyond Contractor's standard annual reporting shall be at Florida Housing's expense unless the review relates to an actual or suspected security incident, unauthorized disclosure, material noncompliance, failed audit, regulatory inquiry, or other issue caused by Contractor or its subcontractors:

a. Contractor will provide Florida Housing annual written assurances that Contractor's Information Security Program continues to meet the requirements of this Contract.

b. Contractor will provide Florida Housing, on an annual basis, copies of, or reasonable access to, summaries or executive summaries of all audits of Contractor's internal controls to protect Confidential Information, Contractor's security program, Contractor's reviews to protect Confidential Information, and Contractor's business continuity program. Such audits may be performed by Contractor or Contractor's independent external auditors.

c. Each report prepared in connection with the audits required in this section shall contain Contractor's management response to any noted exceptions, together

with appropriate target dates for completion of required or planned changes. In the event Florida Housing's review of any of the above audits raises issues concerning Contractor's continued compliance with this Contract or the requirements set forth in the Act and/or Florida Law, Florida Housing shall give written notice to Contractor of such issues. Within 30 days from the date of Florida Housing's initial written notification to Contractor, the parties shall agree upon a date by which the issues will be resolved. The parties will use their best efforts to resolve the issues, correct any problem, or make appropriate changes to the Contract that do not materially alter the original obligations of the parties. In the event such issues are not resolved before the agreed upon date, the Contract, at Florida Housing's sole option, may be terminated, and any advance payments of fees under the Contract will be prorated as of the termination date and promptly returned by Contractor to Florida Housing. No termination penalty shall be paid by either party.

6. Unauthorized Disclosure. Contractor shall (a) notify Florida Housing without unreasonable delay, and in no event later than twenty-four (24) hours after discovery, of any actual unauthorized access to, processing, use, or disclosure of the Confidential Information, and no later than seventy-two (72) hours after discovery of any suspected unauthorized access to, processing, use, or disclosure of Confidential Information not authorized by the terms of this Contract, (b) estimate the disclosure's effect on consumers, Florida Housing, and the confidentiality, integrity, and availability of the Confidential Information, including the date(s) and number of records affected by unauthorized access or processing of Confidential Information, (c) comply with Florida Housing's requests for assistance in responding to such incident, (d) specify all timelines and corrective actions taken or planned to be taken by Contractor to address this incident and prevent future similar incidents, and (e) otherwise abide by provisions set forth in s. 501.171, F.S. The Contractor shall not provide notice to affected individuals, regulators, law enforcement, the media, or any third party regarding any incident involving Florida Housing data without Florida Housing's prior written approval, unless such notice is required by law; provided, however, that if Contractor believes any such notice is required by law, Contractor shall, to the extent legally permissible, notify Florida Housing in advance and coordinate with Florida Housing regarding the timing, content, and method of such notice. The parties mutually agree to initiate immediate changes in security procedures and requirements in the event of such unauthorized access. Upon the occurrence of any actual or suspected unauthorized access to or use or disclosure of the Confidential Information described in clause (a) above which reasonably may be anticipated to have a material adverse effect on Florida Housing's reputation or business, Florida Housing, at its sole option, may immediately terminate the Contract upon notice to Contractor, and any advance payment of fees under the Contract will be prorated as of the termination date and promptly returned by Contractor to Florida Housing. No termination penalty shall be paid by either party.

7. Access to Premises. For the sole purpose of reviewing Contractor's security policies and procedures, Contractor shall grant Florida Housing access to Contractor's premises from time to time during regular business hours upon reasonable notice to Contractor from Florida Housing. Florida Housing shall hold in confidence and shall

promptly return or destroy all information contained in or derived from Contractor's policies and procedures and shall not use any such information except for the sole purpose of ensuring Contractor's compliance with the terms of this Contract.

8. Regulatory Oversight. Contractor acknowledges that Florida Housing is regulated by certain regulatory authorities (the "Regulators"), that the Regulators have examination oversight over Florida Housing, and that the Regulators have authority to examine the operations performed by Contractor on behalf of Florida Housing. Contractor will cooperate fully with Florida Housing in responding to inquiries made to Florida Housing by Regulators. In the event a Regulator determines corrective measures are required to meet the requirements of the Act and/or Florida Law, Contractor and Florida Housing will use their best efforts to modify the Contract to comply with such Regulator's requirements. In the event a Regulator formally objects to the relationship between Contractor and Florida Housing and such objection cannot be remedied within the time required by the Regulator, or if no time is specified, within thirty (30) days after Contractor's receipt of written notice thereof, the Contract shall be deemed terminated upon expiration of the applicable cure period, or earlier if required by the Regulator, and (i) the parties will mutually agree to an orderly conversion of the Services to another provider of similar services; (ii) all payments made in advance under the Contract shall be prorated as of the termination date and promptly returned by Contractor to Florida Housing; and (iii) no termination penalty shall be paid by either party.

9. Business Resumption and Contingency Plans. Contractor shall maintain in place a complete disaster recovery and business resumption plan sufficient to satisfy all standards and requirements set forth in the Act and Florida Law. Throughout the term of the Contract, Contractor will maintain recovery services that are substantially equivalent to or better than those that are in effect as of the Effective Date of this Contract. Contractor will provide to Florida Housing copies of its disaster recovery and business resumption plan and any test results pertaining thereto upon request by Florida Housing.

10. Insurance. Contractor shall provide Florida Housing with certificates or other evidence of stand-alone cyber liability coverage, including limits, and retention levels, upon request. Contractor shall maintain such coverage during the term of this Contract in an amount not less than the amount required in Exhibit A, unless otherwise approved in writing by Florida Housing. Contractor's insurance obligations shall not limit Contractor's liability or indemnification obligations under this Contract. To the extent any loss, cost, expense, claim, or liability arising from Contractor's acts, omissions, systems, services, subcontractors, or breach of this Contract is not covered by insurance, is subject to a deductible or retention, exceeds available limits, or is denied by the insurer, Contractor shall remain responsible for such amounts.

N. ACCESSIBILITY REQUIREMENTS

Contractor shall ensure that all electronic deliverables provided under this Agreement, including, but not limited to, reports, PDFs, presentations, forms, data visualizations,

dashboards, online tools, and other digital or web-based content, comply with the Web Content Accessibility Guidelines (WCAG) 2.2 Level AA, or the then current accessibility standard required by applicable law. Deliverables must be provided in accessible formats compatible with commonly used assistive technologies. Contractor shall promptly remediate any accessibility deficiencies identified by Florida Housing at no additional cost and shall provide corrected deliverables within a mutually agreed-upon timeframe.

O. OTHER PROVISIONS

1. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall lie in Leon County.
2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Contractor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
3. Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.
4. The Contract may be executed in any number of counterparts, any one of which may be taken as an original.
5. The Contractor understands and agrees to provide Florida Housing with an IRS Form W-9 upon request.
6. The Contractor understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.
7. The Contractor understands and agrees to comply with the provisions of s. 448.095, F.S.
8. The Contractor attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.
9. The Contractor attests, under penalty of perjury, that it does not use coercion for labor or services as defined in s. 787.06, F.S.

P. LOBBYING PROHIBITION

No funds, compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Contractor further

acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

Q. LEGAL AUTHORIZATION

The Contractor certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor to the terms of this Contract.

R. PUBLIC ENTITY CRIME

Pursuant to s. 287.133(2)(a), F.S.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” Contractor certifies that it is not listed on the convicted vendor list pursuant to s. 287.133, F.S.

Any contract in violation of this provision shall be null and void.

S. CONFLICTS OF INTEREST

1. Section 420.503(34), F.S., states:

“Prohibited business solicitation communication” means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

2. By executing this contract, the Contractor certifies that it shall comply with, and is currently in compliance with, s. 420.512(5), F.S., as amended.

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Contractor will provide an e-mail notification to Florida Housing's Contract Administrator within 10 working days. If Florida Housing, in its sole discretion, finds the Contractor to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

T. ELECTRONIC SIGNATURES

The parties agree that this Contract (and any attachments, exhibits, and amendments) may be executed and delivered by electronic signatures and that the signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same document. As used herein, the term "electronic signatures" shall have the meaning in s. 668.50, F.S.

U. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations between the parties. This Contract supersedes all previous oral or written communications, representations, or agreements on this subject not incorporated herein.

V. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is

otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, and shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract #023-2026, each through a duly authorized representative, effective on the Effective Date.

PROLINK SOLUTIONS, INC.

By: 
CO2807A936BA1E0

Name: Brianna Kreuter

Title: Executive Vice President

Date: 9/9/2026

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name: Angeliki G. Sellers

Title: CFO

Date: 9/9/2026

EXHIBIT A SERVICES, PRICING, AND IMPLEMENTATION

A. Description of Base Services with Pricing

Contractor grants to Florida Housing a non-exclusive license for the term of the Contract to use the Base Services described below, subject to payment of applicable fees.

- **ProLinkHFA** - base system for use by an unlimited number of Florida Housing's staff. License includes access to the following modules and functionality:
 - Tax Credit Allocation Module
 - Loan Origination & Multifamily Lending (DEV Module)
 - Asset Management Module
 - Program Compliance Module
 - Special Assets Module
- **Procorem** – for use by an unlimited number of users under one account, via a web-based enterprise software application.
- **SmartDox** functionality
- **ProLinkHFA User Group Membership** – entitles Florida Housing to participate in collaborative working sessions with other ProLinkHFA customers and provide input on future ProLinkHFA Software Suite design and functionality enhancements.

Base Services	Annual Cost	Payment Terms
License and Subscription	\$333,622	Due in full after contract execution and upon receipt of a properly submitted invoice, but no earlier than August 24, 2026, whichever is later.
TOTAL	\$333,622	

B. Additional Services or Deliverables

Additional Services and deliverables that Florida Housing may request or require in connection with the above-described Base Services or thereafter, are listed below. Additional deliverables are documented through a Change Request (CR) that describes the scope, design and effort required to complete and implement the task(s) and Deliverable(s), with each fully executed CR being considered an Addendum to this Contract. Some deliverables will require ongoing annual Maintenance fees. CRs are invoiced and payable NET 30 days, based on the "ProLink Solutions Professional Service Rate Card" below.

ProLink Solutions Professional Service Rate Card	
Job Classifications	Hourly Rate
Practice and Staff Lead	\$450
Senior Development Engineer/Senior Product Owner	\$285
Development Engineer	\$246
Managers: Project/Product	\$246
Senior Solutions Consultant/Network Engineer/Product Trainers	\$229
Business Analyst/Quality Assurance Analyst	\$208

C. Provision of Services

Contractor hereby grants Florida Housing and its authorized users a non-exclusive, royalty free license to access and use the Services solely for Florida Housing and its authorized users' internal business operations during the Term. Notwithstanding anything to the contrary, permitted uses of the Services shall include any and all processing for the customers of Florida Housing and for the customers of Florida Housing's customers. Florida Housing shall deliver written notice to Contractor of Florida Housing's intent to provide access to any Service or Deliverable by an authorized user. Such notice shall include authorized user's name, anticipated date of access, and certification by Florida Housing that such party is an authorized user of Florida Housing as defined in this Agreement. Florida Housing is responsible for Florida Housing's authorized users' and customers' compliance with this Agreement. All rights not specifically granted to Florida Housing and its authorized users are reserved to Contractor.

D. Ownership of Deliverables

1. Florida Housing retains all ownership and intellectual property rights in and to Florida Housing and its authorized users' data.

2. Contractor alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Services, Contractor's pre-existing deliverables, programs and software, all documentation, materials and information furnished by Contractor, including all subsequent modifications, changes, corrections or enhancements, whether or not authorized by Contractor. This Agreement is not a sale and does not convey to Florida Housing any rights of ownership in or related to the Services or Contractor owned deliverables, except for the license, access, use, data ownership, public records, and transition rights expressly provided in this Contract. PROLINK® and all other product names or logos associated with the Services or deliverables are trademarks of ProLink and no right or license is granted to use them.

3. Contractor retains all ownership and intellectual property rights to anything developed and delivered under this Agreement. All suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Florida Housing may be used by Contractor to improve the Services only to the extent such information does not include Florida Housing data, public records, Confidential Information, exempt or confidential information, or Florida Housing-specific business rules, records, or materials. Contractor may incorporate such permitted feedback into new releases, Upgrades, Updates, enhancements or new products,

provided, however, that Florida Housing retains all rights in Florida Housing data, public records, Confidential Information, exempt or confidential information, materials provided by Florida Housing, and Florida Housing specific business rules, records, or materials.

E. Acceptance of Services and Deliverables

This section applies only to new Services, deliverables, modules, customizations, or Change Requests first delivered to Florida Housing after the Effective Date.

Upon (i) Contractor's delivery of the Services or Deliverables described herein to Contractor's user acceptance testing environment and (ii) Contractor's written confirmation (including via email) that such Services or deliverables are production ready, Florida Housing shall have thirty (30) days (the "Acceptance Period") to test such Services or deliverables. As of or prior to expiration of the Acceptance Period, Florida Housing shall deliver to Contractor either a written notice of acceptance or a written notice of rejection that includes a detailed description of any non-conformities with the warranties stated in Section F, Warranties, below. Upon the expiration of the Acceptance Period, if Contractor has not received a written notification from Florida Housing accepting or rejecting such Services or deliverables, the Services or deliverables shall be deemed accepted. If, at any time during the Acceptance Period, Florida Housing places the Services or any Deliverable into a production environment, such use shall be deemed acceptance by Florida Housing only for the specific Service or Deliverable placed into production and only to the extent such use is not for testing, pilot, validation, parallel processing, training, or other non-final acceptance purposes. If Florida Housing rejects the Service or Deliverable under this Section, Contractor shall have thirty (30) days from Contractor's receipt of Florida Housing's written notice of rejection (the "Remediation Period") to correct the nonconformities and deliver a corrected version to Florida Housing. Upon Contractor's delivery of the corrected Services or deliverables, the Acceptance Period shall be repeated under this Section and Florida Housing shall have thirty (30) days to test such Services or deliverables pursuant to this Section.

If Contractor fails to deliver a corrected version to Florida Housing during the Remediation Period or if Florida Housing rejects a particular material component of the Services or deliverables twice due to a functional defect that renders Florida Housing's use of such component or any Service or Deliverable impossible or impracticable, Florida Housing may cancel the rejected release or component of any Service or Deliverable and shall have no further obligation to pay for such Service or Deliverable. All fees paid by Florida Housing solely in connection with that particular rejected release or component of any Service or Deliverable (including, without limitation, service fees, license fees, pre-paid maintenance fees, and implementation fees) shall be refunded to Florida Housing by Contractor.

F. Warranties

Contractor represents and warrants to Florida Housing the following:

1. Performance. The code developed by Contractor as contained in the Services and deliverables shall be free from material defects and errors. Professional Services shall be performed with due care, in a good and workmanlike manner by qualified personnel with

appropriate skill, training, and experience that is consistent with industry standards, and in a manner that conforms to any written materials that describe such Professional Services and that have been provided by Contractor to Florida Housing or otherwise agreed upon by the parties, including, without limitation, those within this Contract and any addenda thereto.

2. Intellectual Property. Contractor has no actual knowledge and has not received written notice that any of the Services, or deliverables infringe on any third-party patents, copyrights, trademarks, trade names, service marks, or other intellectual property rights.

3. Compliance with Law. Contractor is and shall remain in material compliance with applicable federal, state, and local laws, rules, practices, regulations, regulatory guidance, standards, and orders.

4. Viruses. The Services and deliverables or other computer code provided by Contractor shall, prior to or upon delivery to Florida Housing, have been subjected to commercially available virus detection programs intended to detect, and shall be free from the inclusion by Contractor of, viruses or other codes that might provide unauthorized access to Florida Housing's data.

G. Maintenance, Support, and Service Levels

1. General. Contractor shall provide support services as described herein and within the Service Level Agreement (SLA) attached hereto as Exhibit B.

2. Updates and Upgrades. "Updates" mean corrections or improvements relating to the existing features and functionality of the Services, including bug fixes and any technically feasible changes necessary to enable the Services to operate in conjunction with new versions or releases of the operating system software used by Florida Housing. Contractor will make available to Florida Housing any Updates of the Services as soon as such Updates are available for use by Florida Housing.

"Upgrades" mean releases of the Services that incorporate new features or functionality. Contractor will make available to Florida Housing any Upgrades of the Services as soon as such Upgrades are available for use by Florida Housing. Florida Housing shall have the option of refusing any Upgrade, and Contractor reserves the right to terminate all support of superseded versions of the Services only after providing reasonable prior written notice to Florida Housing and a reasonable opportunity for Florida Housing to transition to the supported version, provided that such transition does not materially reduce functionality, security, accessibility, or Florida Housing's ability to use the Services. Florida Housing agrees to pay the cost of implementation and associated maintenance fees only to the extent set forth in this Exhibit or in a fully executed Change Request approved in writing by Florida Housing. Unless specifically stated otherwise in this Agreement, these fees are exclusive of and do not include charges for customer modifications, installation of Upgrades, or any related telephone support Services provided, at Florida Housing's request, outside of the Services as specified in this Agreement.

Other than as specified in this Agreement, the features and functions that are described in this Agreement may not subsequently be materially reduced by Contractor without Florida Housing's consent.

H. Restrictions on Use of Services

1. Florida Housing agrees and shall cause its authorized users to agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Contractor under this Agreement, Contractor reserves the right to remove or disable access to any material that violates the foregoing restrictions. Contractor shall have no liability to Florida Housing or any of its authorized users in the event that Contractor takes such action.

2. The rights granted to Florida Housing and its authorized users under this agreement are also conditioned on the following:

a. The rights of any user licensed to use the Services (e.g., on a "named user" basis) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the license;

b. Except as expressly provided herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and

c. Florida Housing agrees to make every reasonable effort to prevent and to cause its authorized users to prevent unauthorized third parties from accessing the Services.

3. Business Resiliency: Contractor shall provide and maintain commercially reasonable business continuity, disaster recovery, pandemic and backup capabilities and facilities, through which Contractor will be able to perform its obligations hereunder with minimal disruptions or delays. Upon request, Contractor shall provide to Florida Housing copies of its written business continuity, disaster recovery, pandemic and backup plan(s). Contractor shall materially comply with all such plans. Contractor will have, at a minimum, a secured backup site containing sufficient trained operating personnel, all hardware, software, communications equipment and current copies of data and files necessary to restore its operations within twenty-four (24) hours. Any alternative recovery time frame longer than twenty-four (24) hours must be approved in writing by Florida Housing. The backup site shall use security procedures at least equivalent to those used at Contractor's primary site. Transfer to the backup site shall occur within twenty-four (24) hours after a system failure or other event

that prevents Contractor from operating as usual at its primary site. Contractor shall test said plan(s) annually.

I. Insurance

Contractor agrees to maintain during the Term at Contractor's sole expense (and Contractor shall require any Contractor subcontractors to maintain at their expense) insurance in the minimum amounts listed below. Certificates of such insurance coverage shall be provided to Florida Housing upon Florida Housing's reasonable request.

Commercial General Liability	\$2,000,000 per occurrence and \$4,000,000 annual aggregate; bodily injury, property damage, blanket contractual liability (including any tort liability assumed in this agreement), products and completed operations, and personal and advertising injury with coverage as least as broad as the most recently issued ISO liability form
Worker's Compensation	Statutory – as required by laws of state in which work is performed, and state(s) where workers are furnished, and state of principal place of business of Contractor
Employers Liability	\$1,000,000 per person/disease/accident
Commercial Auto Liability	\$2,000,000 combined single limit – bodily injury, property damage, and/or death arising out of the ownership, maintenance, or use of all owned, non-owned, and hired motor vehicles including loading and unloading
Umbrella/Excess Liability	\$3,000,000 per occurrence and annual aggregate
Technology Errors & Omissions / Professional and Cyber Liability, including coverage for privacy, network security, data breach response, regulatory proceedings, notification costs, forensic costs, public relations costs, and where available, liability arising from artificial intelligence or automated technology used in connection with the Services	\$5,000,000 per occurrence and annual aggregate

EXHIBIT B

Service Level Agreement (SLA)

A. Service Levels

Contractor represents and warrants that (except for periods of Normal Maintenance) the System shall be fully operational and available to Florida Housing and its authorized users a minimum of 99% of the available hours during each thirty (30) day period. Contractor and Florida Housing shall work together, no less than once quarterly, to review the service level uptime of the System during the applicable reporting period. In the event the System is not available 99% of the time during any thirty (30) day period, Contractor acknowledges and agrees that it will take all reasonable steps to correct the availability of the System. In the event the System is not fully operational 99% of the available hours during a thirty (30) day period, on three (3) separate occasions during a rolling twelve (12) month period, such failure shall be deemed a material breach or default of Contractor's obligations under this Agreement and Florida Housing shall be entitled to exercise its right to terminate this Contract and receive a pro rata refund of any fees paid in advance.

B. System Availability

All servers are Windows servers running as Elastic Compute Cloud (EC2) instances and utilize Elastic Block Store (EBS) volumes for data drives. EBS volumes are scalable depending on total expected load and performance needs and are designed for 99.999% availability by automatically replicating within its Availability Zone to protect from component failure.

All backup data is stored in AWS Simple Storage Service (S3), which is an object storage service designed to deliver 99.999999999% durability and is then automatically replicated to multiple geographic locations and facilities within the United States.

All Production data is encrypted at rest and in transit and is only accessible by IT staff at Prolink Solutions. AWS does not have access to the data in any form, even if requested by Prolink.

C. System Events

Florida Housing acknowledges that, from time to time, Contractor will have to disable the System in order to provide preventative and corrective services for such resources. Any downtime incurred by performing these services, or by other unplanned outages will constitute as a "System Event" and can fall under one of four categories defined within the Prolink Solutions System Event Policy;

- Incident
- Security Breach
- Scheduled Maintenance (upgrades to the Prolink applications and disaster recovery failover tests)
- Preventative Maintenance (security updates, patches, and reboots)

The primary window for such activities will be outside Florida Housing’s business hours, otherwise known as the maintenance window. Contractor reserves the right to perform any required maintenance services outside the primary maintenance window; however, Contractor will use its commercially reasonable efforts to limit maintenance outside the primary maintenance window to a minimum. With the exception of Preventative Maintenance, Contractor will post notifications of all System Events on their status page (<https://status.prolinksolutions.com>). Contractor reserves the right to perform Preventative Maintenance without prior notification posted to the status page as long as it is performed within the primary maintenance window Contractor shall provide Florida Housing with reasonable advance notice of scheduled maintenance that is expected to materially affect Florida Housing’s access to or use of the System, except where emergency maintenance is necessary to address security, availability, or system integrity.

D. Help Desk Support

To support our application, we accept support requests via our online Help Desk system at <https://support.prolinksolutions.com/>, email or by phone. Our support team provides support for our applications and are available during Help Desk Hours to receive and act upon requests. They will escalate and secure additional resources as needed. Each project is also assigned a Project Manager or Customer Success Manager and that individual is available to assist with any urgent issues.

Contact us by telephone at 877-237-3163 option 1 or send an email to support@prolinksolutions.com. The user can expect to receive a response within two (2) hours during Help Desk Hours. For urgent production outages or security incidents, Contractor shall provide response and escalation consistent with the severity chart and incident obligations in this Contract.

Help Desk Hours		
All times are at Mountain Standard Time.		
Day	Open	Closed
Monday - Friday	7:00 am	6:00 pm
Saturday, Sunday	closed	closed
8 Holidays	closed	closed

E. After Hours Support

Please contact us by telephone at 877-237-3163 option 1, or by email to support@prolinksolutions.com. The user will be requested to leave a message, including a description of the problem, and the user's name and number for the on-call Technical Support representative to make contact.

F. Resolution of Errors

Contractor shall use commercially reasonable efforts to provide an initial response acknowledging Errors (defined as reproducible defects in the System when operated on a supported environment, which causes the System not to operate substantially in accordance with the specifications contained in this Agreement) reported by Florida Housing as soon as reasonably practicable. Thereafter, Contractor shall use commercially reasonable efforts to provide a Resolution (defined as a modification or workaround to the System and/or other information provided by Contractor to Florida Housing intended to resolve an Error) to the Error. Contractor will acknowledge each Florida Housing report of an Error by written acknowledgment, in electronic form, setting forth the severity of the Error and acknowledging the urgency of a response to the Error. Resolution of any Errors, as described in this Section, shall be provided by Contractor at no additional charge to Florida Housing.

G. Internal Controls and Compliance

Contractor follows industry best practices in restricting data access to only key personnel. Only Contractor ITS staff will have access to server level Production data in AWS, AWS security controls and AWS resource creation, deletion, modifications to configuration and/or security as well as basic file system access.

Access to production environments is controlled by multi-factor authentication, standards based WS-Federation protocol, and Security Assertion Markup Language (SAML). Contractor has established processes and practices with required levels of oversight within the organization that adheres to the SOC2 Type II requirements.

H. Hosting with AWS Cloud Computing Services

All Contractor Production sites and data are hosted via Amazon Web Services (AWS) utilizing various services within the AWS family of products including Elastic Compute Cloud (EC2), Elastic Block Store (EBS), Simple Storage Service (S3), Elastic Load Balancing (ELB), Simple Email Service (SES), as well as several backend AWS services for management and reporting. AWS security is designed around a Shared Responsibility Model, where the AWS manages the security of the cloud, however Contractor manages the security of the resources within the private cloud infrastructure. AWS security allows clients to meet multiple compliance requirements, including, but not limited to, FISMA, PCI DSS, ISO 27001, 27017, 27018, SOC 1/SSAE 16/ISAE 3402 (formerly SAS 70 Type II), SOC 2, and HIPAA compliant. Contractor remains solely responsible for configuring, operating, securing, monitoring, and maintaining the Services and hosted environment in compliance with this Contract and applicable law.

I. Geographic and Physical Independence

The AWS Cloud Infrastructure and the resulting Contractor Production environment is built around concepts of Regions and Availability Zones (AZ's). Each region is a

separate geographic area whereas AZ's consist of multiple discrete data centers, each with redundant power, networking and connectivity, housed in separate facilities within a specific region. All Florida Housing data and Contractor's environments will be stored within the United States.

J. Disaster Recovery

Contractor utilizes several AWS technologies, including EC2, EBS, and S3 to address multiple Disaster Recovery scenarios. Contractor maintains warm standby servers located in separate geographic regions from Production systems.

Production application and database servers are snapshotted on a nightly basis with a seven day retention period and stored in AWS Simple Storage Service (S3). These point-in-time snapshots allow for simple retrieval of infrequently accessed data as well as quick recreation of static production application servers within a twenty-four (24) hour interval.

All production applications servers are snapshotted post build and copied as warm standby servers located in separate geographic regions. All production SQL databases are set up in a SQL log-shipping configuration with transaction log backups occurring every five minutes to S3 to ensure complete data protection and isolation from the source database. The transaction log backups are then copied back down to a separate geographic region and restored to warm standby servers on five minute intervals, resulting in a Recovery Point Objective (RPO) of less than five minutes.

In the event of the Production application(s) being unavailable, a final refresh of the data will be synced down to the warm standby servers and all clients will be redirected to use the local secondary servers. Upon return to normal services and verifying that the primary production systems are fully functional, Contractor will coordinate a fall back to the primary Production environment after hours.

The Disaster Recovery plan is tested monthly by Contractor's staff, and results are noted on the publicly accessible status page (<https://status.prolinksolutions.com>). Any failure during the DR test is immediately addressed and the entire test is run again in its entirety.

K. Penetration Testing

Contractor shall run regularly scheduled penetration testing on a monthly basis against each code version. These tests are run from third party penetration testing tools located outside of the production private cloud and include but are not limited to SQL Injections, cross-site scripting, command injections, server-side request forgeries, HTTP header injections, as well as local and remote file inclusions. The resulting scan generates a Detailed Scan Report, which is available to Florida Housing upon request. Contractor shall remediate critical and high-risk vulnerabilities identified through penetration testing or vulnerability scanning within commercially reasonable timeframes based on severity and

shall provide Florida Housing with reasonable written assurance of remediation upon request.

L. DDoS Protection

All Production and User Acceptance Testing environments are protected 24/7 against DDoS attacks by utilizing AWS Shield protection for EC2 instances. AWS Shield protects from SYN floods, ACK floods, UDP floods and Reflection attacks.

M. Monitoring

Contractor uses enterprise-class monitoring to monitor the health, performance and availability of all resources within the AWS infrastructure on a 24x7x365 basis from both internal to the network as well as externally. This monitoring allows Contractor to report on a wide variety of performance characteristics from an application, server and OS level, as well as be notified in the event of most system failures or bottlenecks affecting the end user experience.

N. Database Backup Availability Policy

Each evening, Contractor shall provide Florida Housing with a complete database snapshot of Florida Housing Data maintained in the hosted system. The database snapshot shall be delivered as a SQL Server database backup file, or another mutually agreed format, through SFTP or another mutually agreed secure transmission method. Florida Housing may use the database snapshot for reporting, data validation, business continuity, and authorized integrations. Unless otherwise directed by Florida Housing, each new database snapshot may replace the prior daily snapshot. Contractor shall promptly notify Florida Housing of any failed, incomplete, or materially delayed backup transmission. Florida Housing Data remains the property of Florida Housing, and Contractor's handling of all database snapshots remains subject to the confidentiality, security, public records, and data protection requirements of the Agreement.

O. Environments

Prolink Software Suite maintains database redundancy for both the rollout and testing of new features. Contractor works through four product environments:

- **Development** - All new development is first completed on Contractor's development server to ensure no impact on any production servers.
- **Test** - Contractor tests new development and releases in a test environment before promoting them to User Acceptance Testing (UAT).
- **User Acceptance Testing (UAT)** - Contractor tests all releases in the User Acceptance Testing (UAT) environment before promoting to each client's individual

UAT environment. This testing is accomplished with both automated and manual testing.

- **Production** - Once approved, new features are pushed to the production environment for use by Contractor's clients.

P. Issue Severity & Response

Contractor defines the issue severity and response chart as outlined below:

Severity Level	Definition	Response
Urgent	An issue has been found in the production environment that has caused the system to no longer be accessible or usable by users.	Urgent defects/bugs are addressed immediately and pushed to code via a "hot-fix" with a goal release time of 24 hours from initial notification by Florida Housing.
High	An issue has been found in the client test (UAT) environment or within the production environment that does not have a workaround. Users are unable to complete that specific business function until this bug is resolved.	High bugs identified by Florida Housing are confirmed by Contractor and scheduled to be fixed within the following sprint, or two-week interval. High defects/ bugs may have a "hot-fix" scheduled based on the specific bug's impact on the system.
Normal	An issue has been found in the client test (UAT) environment or within the production environment. A workaround has been identified for the business users but the issue does impact user efficiency.	Once identified, Normal defect/bug fixes are scheduled throughout upcoming sprints with the goal to release a fix by the following scheduled product release. Contractor adheres to quarterly releases with the Prolink Software Suite.
Low	An issue has been found in the client test (UAT) environment or within the production environment. The issue does have a workaround and has minimal impact on user efficiency.	Once identified, Low defect/ bug fixes are scheduled throughout upcoming sprints with the goal to release a fix by the following scheduled product release. Contractor adheres to quarterly releases with the Prolink Software Suite.