



January 8, 2024

To Whom It May Concern:

I, Roman Telerman, Chief Financial Officer for Happy Software, hereby certify that MRI Software LLC, acquired Happy Software Group, LLC in a transaction that closed on March 2, 2018. As a result of this transaction, MRI Software LLC acquired all of the rights and responsibilities contained in the Happy Software client contracts. Happy Software is currently and has been since March 2, 2018, a wholly owned subsidiary of MRI Software. As such, MRI Software LLC is the sole provider of the Happy Products.

If you have additional questions, please feel free to contact your account executive, Ron Faber at [ron.faber@mrsoftware.com](mailto:ron.faber@mrsoftware.com)

Sincerely,

A handwritten signature in black ink, appearing to be "Roman Telerman", written over a horizontal line.

Roman Telerman  
Chief Financial Officer  
Happy Software



# ORDER DOCUMENT #1 RECURRING SOFTWARE AND SERVICES

This Order Document is effective as of April 1, 2024 (the "Effective Date"). This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until signed by each Party. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document. The terms and conditions found in Exhibit A ("MRI Terms and Conditions"), are incorporated by reference and made a part of this Order Document as fully as if set forth herein Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the MRI Terms and Conditions. If Client is utilizing a SaaS Service, this Order Document, the Master Agreement, the SaaS Services Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. If Client is utilizing MRI's subscription on-premise licence, this Order Document, the Master Agreement, the Limited Software Licence and Maintenance and Support Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, term length and Licence Metrics, tax exempt status, payment terms and the like shall be as specified on each Order Document. If the Order Document contains language that specifically overrides an enumerated section of the Master Agreement, such specific language in the Order Document shall prevail against the enumerated language in the Master Agreement.

By signing this Order Document, Client verifies that it has read the MRI Terms and Conditions, and acknowledges its agreement to be bound by them.

Tarrant County Housing Assistance Office ("Client" or  
"County")  
2100 Circle Dr., Ste 200  
Fort Worth, TX 76119

MRI Software LLC ("MRI")  
28925 Fountain Parkway  
Solon, OH 44139

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Roman Telerman

Title: Chief Financial Officer

2/22/2024



The Parties accept and agree to this Order Document, as follows:

CLIENT CONTACT INFORMATION			
<b>Administrator:</b> _____ <b>Address:</b> _____ _____ <b>E-mail:</b> _____ <b>Voice:</b> _____ <b>Fax:</b> _____ <b>Cell:</b> _____		<b>Technical Contact/Download Recipient:</b> _____ <b>Address:</b> _____ _____ <b>E-mail:</b> _____ <b>Voice:</b> _____ <b>Fax:</b> _____ <b>Cell:</b> _____	
<b>Billing Contact:</b> _____ <b>Address:</b> _____ _____ <b>E-mail:</b> _____ <b>Voice:</b> _____ <b>Fax:</b> _____		<b>Purchase Order Information:</b> Client to Complete Is a Purchase Order (PO) required for the payment of the products on this Order Document? <input type="checkbox"/> No <input type="checkbox"/> Yes, PO Number: _____ Client's need for a Purchase Order will in no way excuse or extend payment deadlines.	

**SAAS SERVICES**

Products	License Metric	Quantity	Territory
<b>Happy</b>			
1099s and Payment History	Units	Up to 2044 Units	N. AMERICA
AssistanceCheck-Online Assistance Portal	Units	Up to 2044 Units	N. AMERICA
Custom Forms	Units	Up to 2044 Units	N. AMERICA
FSS Pro	Units	Up to 2044 Units	N. AMERICA
Housing Pro	Units	Up to 2044 Units	N. AMERICA
HQS Mobile Inspections for iPad	Units	Up to 2044 Units	N. AMERICA
iDIA System	Units	Up to 2044 Units	N. AMERICA
iFile	Units	Up to 2044 Units	N. AMERICA
Inspections	Units	Up to 2044 Units	N. AMERICA
Occupancy	Units	Up to 2044 Units	N. AMERICA
Payments	Units	Up to 2044 Units	N. AMERICA
Remote Screen Sharing	Units	Up to 2044 Units	N. AMERICA
Tenant Accounts Receivable (TARs)	Units	Up to 2044 Units	N. AMERICA
Waiting List	Units	Up to 2044 Units	N. AMERICA
WaitListCheck-Online Application Collection	Units	Up to 2044 Units	N. AMERICA
Database	Each	Up to 2 Production Database	N. AMERICA

**FEES, PAYMENT AND TERM**

Initial Term (1)	Effective Date	Annual Recurring Fees (2)
Three (3) Years	April 1, 2024	\$71,129.64

- (1) The Initial Term and any applicable Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.
- (2) The fees listed in this table include the recurring fees related to the products and services in the tables listed above. MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than the greater of (i) three and one-half percent (3.5%); or (ii) the US Bureau of Labor Statistics Consumer Price Index (CPI) for the most recent year. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.
- (3) **Termination Option:** MRI acknowledges that Client is a government entity and as such agrees that, notwithstanding anything to the contrary in the Agreement, Client shall have the option to cancel this Order Document #1 and the SaaS Services by providing notice, in accordance with the Agreement, to MRI of Reasonable Proof that the Triggering Event has occurred ("Termination Option"). A "Triggering Event" shall mean the event whereby the funding of the Client's program is no longer appropriated or allocated. Reasonable Proof shall mean documentation reasonably sufficient to prove that the Client's program is no longer funded. Should Client exercise the Termination Option, Client shall: (i) be responsible for paying all Professional Services fees incurred; (ii) be responsible for paying pro-rated Fees for the period of the Effective Date of this Order Document #1 until the "Termination Effective Date". "Termination Effective Date" If Client exercises its Termination Option, such termination shall become effective on the anniversary of the Effective Date immediately following the end of the Termination Notice. The exercise of the Termination Option listed above will not impact any other portion of the Client's existing Master Agreement.



- (4) Subject to the subprocessors listed in the Data Protection and Security Schedule and as of the Effective Date, all Client Data for the products outlined above, will be stored in the continental United States. This is based on the Client's current mix of MRI products. Any changes to this mix may result in data being stored elsewhere.

**Payment Terms:** Fees are due in U.S. Dollars annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide Services until such payment is received. For any fees due from the Client when exceeding the License Metrics listed above, Client shall be billed monthly in arrears for such overage in accordance with the terms of this Order Document. In no event shall Client be invoiced for fewer than the License Metrics listed or less than the Annual Recurring Fees (annualized) plus increase as outlined in footnote 2.

## LICENSE METRICS AND USE RIGHTS DEFINITIONS

**Definitions:** The following definitions shall apply to the interpretation of this Order Document. If a definition is listed here and not listed within the foregoing tables or in additional Order Documents executed between the Parties, then that definition shall be disregarded.

A "Unit" is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location. "Units" include without limitation Conventional Units, Affordable Units, AHR Units and DHCR Units.

"Production Database" means access to an instance of the products listed in a live environment, to be used to production purposes. A production database does not imply a segregated instance or walled-off application.

**Use Rights:** The license to use the SaaS Service is priced based on Client's License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. Additional Contracts, if applicable, must be purchased in blocks of not less than ten percent (10%) of the Quantity listed above. The cost for these additional licenses will be at MRI's then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not Usage.

**Self-Certification:** Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by April 1<sup>st</sup> of each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.

## MAINTENANCE AND TECHNICAL SUPPORT

**Maintenance and Support Level:** Standard Maintenance and Support is included in the Fees. In the event that Client has purchased enhanced support services, such enhanced will be indicated in the Enhanced Support Services table above and the product line for which it was purchased. If no such indication is made, then Client has not purchased enhanced support services.

### **Designated Support Contacts:**

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

**One (1) Designated Support Contact must be the Administrator listed above in this Order Document.**

The initial Designated Support Contacts of Client are:



Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
Email: _____	Email: _____

# Statement of Work – Work Authorization



## ORDER DOCUMENT AND STATEMENT OF WORK #1081019

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the governing Contract ("Agreement") dated April 1, 2024 between MRI Software LLC ("MRI") and Tarrant County Housing Assistance Office ("Client") and is effective as of April 1, 2024 ("Effective Date").

Client Name: Tarrant County Housing Assistance Office  
Date: April 1, 2024

### PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software ("MRI") to deliver services associated with the following:

#### Cloud Migration

- Project Management
  - Provide login information to all users
  - Test Workspaces on Client environment
  - Train Client on using Cloud
  - Verifying user access and usage
  - Custom Programming Migration
    - Review functionality of any Custom Programming before and after Migration
- Cloud Configuration
  - Create Cloud Server
  - Create user Cloud environments
- Server Migration Service
  - Move Housing Pro data from current server location to Cloud
- Cloud Training
  - Review for all staff on how to use Amazon Workspace

#### Out of Scope

- This quote does not include hardware, data conversion, or custom programming services.
- Data Entry of Case Files is not included in the scope of this project.

### PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources or provide any targeted start and end dates for project, the following must be in place.
  - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
  - 1.2. Statement of Work has been signed by the Client and returned to MRI.
2. Training and documentation will be provided in English only.
3. Client's equipment meets the Hardware and Network Requirements provided by MRI.

### PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.



# Statement of Work – Work Authorization



3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at [implementation@happysoftware.com](mailto:implementation@happysoftware.com).

## **PROJECT ASSUMPTIONS**

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.

## **CHANGE CONTROL PROCEDURES**

1. Changes to this Statement of Work ("SOW") may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by either party's Project Manager(s) or project representative(s) "prior" to amending the SOW and implementing the change.
2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request ("PCR") which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party's designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

## **GENERAL ASSUMPTIONS**

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI's performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Services on this SOW will be effective for up to six months after signing. If the Project is delayed beyond that, a new SOW may be necessary.
9. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
10. The project team may adjust the master project plan based on real world findings and the Client's ability to secure required resources.
11. Location of work will be remote only.

## **PRICING ASSUMPTIONS**

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with the terms of the Agreement. Failure to pay invoices will be handled in accordance with MRI collections policy.



# Statement of Work – Work Authorization



1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.

## PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Project Management	\$190	12 hours	Fixed fee	\$2,280
Installation	\$190	4.5 hours	Fixed fee	\$855
Cloud Configuration	\$190	9 hours	Fixed fee	\$1,710
Server Migration Service	\$575	1	Instance	\$575
Cloud Training	\$190	1 hour	Fixed fee	\$190
MRI Services Total				\$5,610

## AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

## Tarrant County Housing Assistance Office

\* Signature: \_\_\_\_\_

\* Name: \_\_\_\_\_

\* Date: \_\_\_\_\_

\* Indicates required field





## Exhibit A

### MASTER AGREEMENT

This Master Agreement is entered into between MRI Software company named in the attached Order Document ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Master Agreement to be effective as of the Effective Date, as defined in the Order Document. As used in this Agreement, "Party" means either Client or MRI, as appropriate, and "Parties" means Client and MRI.

## 1. PURPOSE AND SCOPE

**1.1 Master Agreement.** This Master Agreement establishes the general terms and conditions to which the Parties have agreed in order to facilitate the licensing of residential and/or commercial property management enterprise software, content, other products and/or the provision of related services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in Section 1.2 herein).

All references to the "Master Agreement" shall mean this document, exclusive of Schedules. All references to the "Agreement" wherever found shall include this Master Agreement, all Schedules, the Order Document and any attachments incorporated in the Schedules.

**1.2 Incorporation of Schedules.** This Master Agreement shall fully incorporate by reference the terms and conditions found in each of the Schedules indicated on the Order Document or incorporated into these terms.

The Parties may execute, from time to time, additional Schedules under the terms of this Master Agreement.

## 1.3 Incorporation of Order Documents.

"Order Document" means the document(s), regardless of its actual name, executed by the Parties which incorporates by reference the terms of this Master Agreement and applicable Schedules, and describes Client's order-specific information, such as description of Software or Services ordered, license scope, use and restrictions, fees, milestones, and/or Third Party EULAs, if any.

At any time after execution of the initial Order Document, Client may purchase additional Software licenses or Services or otherwise expand the scope of such license or Services granted under an Order Document, upon MRI's receipt and acceptance of a new Order Document specifying the foregoing.

**1.4 Owner.** The Software is designed to be used for residential and/or commercial property management. If the Client is not the owner of such property or not the owner of all such properties for which the Software or any Service is utilized; but rather, Client is the manager for the owner of such property (with the non-Client property owner defined as "Owner"), then Client represents that Client either: (i) is entering this Agreement directly in privity with MRI; or (ii) is the duly appointed agent of the Owner and has the authority to enter into and perform the Agreement and use the Software and Services pursuant to the terms set forth in the Agreement. Client shall at all times be solely liable for the payment of all fees and the observance of all obligations, terms and conditions of the Agreement, regardless of any action, inaction or non-payment by any Owner. Client shall keep MRI apprised in writing at all times of the identity and contact information of the Owner, and if Client's relationship changes with respect to the Owner (by way of example and not by way of limitation, such as if Client's agency or management relationship with Owner terminates). If Client's relationship with an Owner or a particular property terminates for any reason, Client shall continue to be liable for any and all fees related to such Owner or property regardless of when such fees are billed by MRI. Client shall immediately notify MRI in the event of any change in ownership or control (including any change in control pursuant to a management contract) of Client, Owner or any of the properties, sites, or communities authorized for use of any Software or SaaS Service. Client shall undertake all reasonable efforts to assist in deactivating the ability of any such sold or transferred properties, sites and communities to use or benefit from any

Software or SaaS Service. Client shall remain fully liable for the use of any Software or SaaS Service until proper notification is completed.]

**1.5 Administrators.** For the purposes of this Agreement, "Administrators" means the individual so designated by Client on the Order Document. An Administrator has full administrative privileges for all Software and Services, including without limitation (i) creating, deleting or modifying databases or user accounts; (ii) creating, deleting, copying, restoring or requesting copies of databases; (iii) requesting security and audit reporting; (iv) security class modification; and (v) site modification. Once named, the Administrator(s) shall have sole authority to instruct MRI and make decisions on behalf of Client regarding Client's use of the Software or Services. MRI shall be entitled to rely upon any representation of the Administrator(s) without further verification of authority. MRI may, from time to time, in its sole discretion, require written documentation of Client verifying the authority or continued authority of any Administrator, which Client shall provide upon request. At least one (1) Administrator must be a Designated Support Contact. An Administrator must be an employee of the Client.

**1.6 Designated Support Contact.** For the purposes of this Agreement, "Designated Support Contacts" means the Client employees so designated by Client on the Order Document. The Client shall have the number of Designated Support Contacts as designated on the Order Document. Only a Designated Support Contact shall be permitted to contact MRI for any Maintenance and Support services and shall have the authority to (i) log case requests; and (ii) receive status updates on cases. A Designated Support Contact must be an employee of the Client.

**1.7 Client User.** For the purposes of this Agreement, "Client User" means a Client employee or Client Affiliate, acting directly on behalf of Client and using the Software or Services solely for the purpose of the Client's internal business operations. If an Affiliate is a Client User, Client warrants that it has the authority to bind such Affiliate(s) to the terms of the Agreement and any applicable Schedule and further warrants that Client shall be jointly and severally responsible (with any such Affiliates) for a breach of such terms by its Affiliates. Client shall only permit Client Users to access and use any Software or Service and represents and warrants that all Client Users shall comply with the terms and conditions of use set forth in this Agreement and each such Client User shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement. Client shall indemnify and hold MRI harmless for all loss, damages, costs and expenses (including reasonable attorneys' fees) incurred by MRI for any breach or other violation of this Agreement by a Client User. An independent contractor, agent or other third party acting on behalf of Client may be deemed a Client User upon prior written consent of MRI, which MRI shall determine in its sole discretion, and may require such independent contractor, agent or other third party to certify with or enter contractual terms with MRI acceptable to MRI. In no event shall the combined use of the Software or Services hereunder by Client and its Client Users exceed the Licensed Metrics authorized under the applicable Order Document.

## 2. DEFINITIONS

"Affiliate" means an entity controlling, controlled by or under common control with a Party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

**"Client"** means the entity that has entered into this Agreement with MRI. "Client" also refers to Affiliates authorized to use the Software and Services in accordance with Section 1.7.

**"Client Data"** means any data, media, content, and information that Client provides, generates, transfers, uploads or makes available to MRI under the Agreement, whether printed, electronic, or in some other format. Information that is collected by the System as part of the Services shall be considered information that has been provided by the Client. Client Data shall include, without limitation, documents, data, spreadsheets, photographs, video, and other media. Client Data shall also include data and information belonging to Owner as well as Owner's customers and Client's customers. Feedback provided to MRI by the Client shall not be considered Client Data.

**"Content"** means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access through MRI or the Software.

**"Configurations"** means, regardless of whether such Configurations are performed by MRI, Client or Client User, (i) configurations implemented through use of the MRI application toolkit or other MRI approved industry standard toolkit, and not through source code change, or (ii) modifications to standard services reports. Notwithstanding any other provision in the Agreement, if Client has Configurations performed by a third party, such third party must be qualified as a Client User pursuant to Section 1.7 prior to the disclosure of any MRI Confidential Information to such third party.

**"Documentation"** means the user instructions, release notes, Functional Specifications, manuals and on-line help files in the form generally made available by MRI, regarding the use of the applicable Software.

**"Functional Specifications"** means those specifications of the MRI Software's functionality as set forth in the MRI Software LLC and Affiliated companies Functional Specifications, which may be found on [www.mrisoftware.com/MRIfunctionalspecs.asp](http://www.mrisoftware.com/MRIfunctionalspecs.asp) which specifications may be updated from time to time by MRI upon posting new specifications at such web page address. Notwithstanding the foregoing, such updates shall not materially and negatively impact the functionality of the Software as from the Effective Date.

**"Intellectual Property"** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which MRI has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

**"License Metrics"** means the limitation on the usage of each of the Software and Maintenance and Support services as designated and/or defined in the applicable Order Document by a term such as the number of leases, units, assets, users and the like.

**"Maintenance and Support"** includes (i) phone assistance and workarounds so that the Software operates in material conformance with the Functional Specifications, and (ii) Updates, all of which are provided under MRI's Maintenance and Support Policies (as may be amended by MRI from time to time) in effect at the time the Support is provided. For the avoidance of doubt, Maintenance and Support excludes Professional Services.

**"Maintenance and Support Policies"** means those policies and procedures listed in the Maintenance and Support Policies, that may also be found on MRI's website at [www.mrisoftware.com/maintenanceandsupport](http://www.mrisoftware.com/maintenanceandsupport) which may be subject to update by MRI from time to time. Notwithstanding the foregoing, such updates shall not materially and negatively change the Maintenance and Support that the Client is entitled to as from the Effective Date.

**"MRI Software"** means each MRI-developed and/or MRI-owned software product in machine readable object code (not source code), the Documentation for such product, and any Updates and Upgrades thereto (if purchased by Client).

**"Owner"** is defined in Section 1.4.

**"Professional Services"** means data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting services.

**"Protected Materials"** means Software, Content, Services, Configurations, license keys and MRI's or its licensors' Intellectual Property or Confidential Information.

**"SaaS Services"** the provision of the Software and/or Content as a service which is hosted by MRI or its hosting providers and which is accessed by Client via the internet, as more fully described in the SaaS Services Schedule and associated Order Document(s).

**"Services"** means collectively (i) the Professional Services; (ii) Maintenance and Support, and (iii) SaaS Services.

**"Software"** means collectively the MRI Software and Third Party Software.

**"System"** means the total package of hardware and Software furnished and/or maintained by MRI.

**"Third Party EULA"** or **"EULA"**: the end user license agreement, if any, that accompanies or pertains to the Third Party Software, and that is incorporated into the Agreement, appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Client to the applicable Third Party Software. A current list of Third Party EULAs may be found at [www.mrisoftware.com/EULAs](http://www.mrisoftware.com/EULAs), which may be updated from time to time. Notwithstanding the foregoing, such updates shall not impose materially more obligations or restrictions on the Client as from the Effective Date.

**"Third Party Software"** means software in object code form, including Documentation, Updates and Upgrades (if purchased by Client), owned by an entity other than MRI which are to be provided to Client by MRI on a pass-through, reseller or OEM basis pursuant to the terms of the EULA.

**"Updates"** means a new version of the Software, if and when developed after the effective date of the Order Document, which MRI makes generally available to its customers as part of the Maintenance and Support. Updates include bug fixes, patches, error corrections, non-new platform changes, or minor modifications or revisions to the Software that enhance existing performance. Updates exclude Upgrades and new products, modules or functionality for which MRI generally charges a separate fee.

**"Upgrade"** means a new Software release that may contain (i) new applications; (ii) major functionality enhancements or improvements; and/or (iii) a new platform, which MRI designates as an Upgrade and for which MRI charges a separate license fee or, at MRI's election, new modules or products, or major releases that include significant feature enhancements or significant architectural modifications for which MRI charges an incremental upgrade fee. Any Upgrade fee will be captured in an Order Document or Statement of Work and agreed between the Parties.

### 3. FINANCIAL TERMS

**3.1 Fees and Payment Terms.** Fees are specified in the applicable Order Document. Fees are exclusive of, and Client is responsible for, shipping costs.

Payment of all fees is due thirty calendar (30) days after the invoice date in accordance with Texas Govt. Code Chapter 2252, the Texas Prompt Payment Act, unless otherwise agreed in the Order Document. Interest accrues on past due balances at the lesser of a one and a half percent (1½%) per month compounded or the highest rate allowed by law. Client is responsible for providing an accurate billing contact on the Order Document and updating that billing contact as needed from time to time such that MRI always has an accurate billing contact for Client.

If Client fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement. MRI will be entitled to suspend its performance upon calendar ten (10) days' written notice to Client and/or to modify the payment terms, and to require full payment before any additional performance is rendered by MRI. Notwithstanding any of MRI's rights enumerated in Sections 3.1 or 9 of this Master Agreement, if Client fails to timely pay applicable fees under an Order Document, MRI shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic expenses are due and owing.

Unless expressly provided otherwise, fees paid or payable for Software licenses, SaaS Services or Maintenance and Support are not contingent under any circumstances upon the performance of any Professional Services.

**3.2 Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Client agrees to pay any taxes, other than those based on MRI's net income, arising out of the Agreement, including goods and services tax imposed on MRI in connection with supplies made under the Agreement. If Client is tax-exempt, Client agrees to send MRI a copy of its tax-exempt certificate prior to execution of a Schedule. Client agrees to indemnify MRI from any liability or expense incurred by MRI as a result of Client's failure or delay in paying taxes due.

**3.3 Travel Expenses.** Unless otherwise noted within the Order Document, MRI's reasonable travel and lodging expenses incurred by MRI in the performance of Services on Client's site will be billed separately at actual cost. Any such travel expense must be pre-approved by the Client in order to be eligible for reimbursement.

#### 4. CONFIDENTIALITY

**4.1 Defined.** By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which by its nature ought to be in good faith considered confidential and proprietary to the disclosing Party ("**Confidential Information**"). Confidential Information of MRI and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Order Documents, fees and charges, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or Services, product roadmap, data and other information of MRI and its licensors relating to or embodied in the Software or Documentation. MRI's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of MRI.

**4.2 Non-Disclosure.** Each Party will protect the other Party's Confidential Information from unauthorized use or dissemination and use the same degree of care that each such Party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither Party will use Confidential Information of the other Party for purposes other than those necessary to directly further the purposes of the Agreement. Neither Party will

disclose to third parties Confidential Information of the other Party without prior written consent of such other Party. Notwithstanding anything in this Agreement to the contrary, Client agrees that, upon request by Owner, MRI may communicate directly with the Owner about all aspects of the Agreement, the Client Data, and any other Client Confidential Information, if applicable.

**4.3 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was rightfully in the receiving Party's possession before receipt from the disclosing Party free of any obligation to keep it confidential; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party or (v) is subject to disclosure under the Texas Public Information Act.

**4.4 Compelled Disclosure.** The receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party sufficient prior notice of such compelled disclosure (to the extent legally permitted) to permit the disclosing Party a reasonable opportunity to object to the compelled disclosure and to allow the disclosing Party the opportunity to seek a protective order or other appropriate remedy. The receiving Party shall provide reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

**4.5 Remedy/Injunctive Relief.** The Parties acknowledge that *improper* disclosure of any Confidential Information may give rise to irreparable injury to the Party whose information is disclosed, which injury may be inadequately compensated in damages. Therefore, either Party may seek injunctive relief against the other Party's breach or threatened breach of this Section 4 as well as any other legal remedies that are available.

#### 4. PRIVACY

The Parties agree to comply with the terms of the Data Protection and Security Schedule.

#### 6. LIMITED RIGHTS AND OWNERSHIP

**6.1 Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by MRI and its licensors. Client acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Client acquires only the right to use the Protected Materials and MRI, its licensors, and Content providers shall retain sole and exclusive ownership of all rights, title, and interest in the Protected Materials, including (whether developed by MRI, Client, Client User, or other third party) (a) Intellectual Property embodied in or associated with the Protected Materials, (b) deliverables and work product associated with the Protected Materials, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure thereof, constitute valuable trade secrets of MRI and its licensors. Client hereby assigns to MRI all right, title and interest in and to Configurations developed by Client, Client User or by any other third party on behalf of Client; however, Client shall retain a license to use such Configurations for so long as Client retains a license to use the Software or SaaS Services, as applicable, used in conjunction with such Configurations. To the extent that a question or ownership arises due to Client's action or inaction, Client agrees to take reasonable measures to secure and protect the Protected Materials consistent with the maintenance of MRI's and its licensors' rights therein, as set forth in this Master Agreement.

**6.2 Restrictions.** Client shall not itself, or through any Affiliate, Client User, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host (except Client shall be permitted to host the MRI Software with respect to a perpetual software license), lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to

derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client Users; (iv) write or develop any derivative works based upon the Protected Materials, except for authorized Configurations; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis, other than on behalf of Owner, if applicable; (vii) disclose or publish, without MRI's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

**6.3 Client Data.** Notwithstanding anything in this Agreement to the contrary, Client and/or Owner retains sole and exclusive ownership to any and all Client Data.

**6.4 License Grant by Client.** Client hereby grants to MRI during the Term of the Agreement, a limited non-cancellable, worldwide, non-exclusive right to utilize any data that arises from the use of the Protected Materials by Client whether disclosed on or prior to the Effective Date for any legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information.

**6.5 Enforcement.** Client shall (i) ensure that all users of Protected Materials comply with the terms and conditions of the Agreement, (ii) promptly notify MRI of any actual or suspected violation thereof and (iii) cooperate with MRI with respect to investigation and enforcement of the Agreement. The Software contains code-based protections that serve to prevent and remedy violations of the license restrictions. If the Software is hosted on Client's technology systems, MRI may access the Software remotely in order to ensure Client's compliance with the license terms and other restrictions of the Agreement.

## 7. INDEMNIFICATION

**7.1 Intellectual Property Infringement.** MRI will defend or settle, at its option and expense, any action, suit or proceeding brought against Client by a third party that the MRI Software or SaaS Services infringe a third party's UK, Australia or USA patent, registered copyright, or registered trademark ("IP Claim"). MRI will indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such IP Claim, provided that Client: (i) promptly gives written notice of the IP Claim to MRI; (ii) gives MRI sole control of the defense and settlement of the IP Claim; (iii) provides MRI, at MRI's expense, with all available information and assistance relating to the IP Claim and cooperates with MRI and its counsel; (iv) does not compromise or settle such IP Claim; and (v) is not in material breach of any agreement with MRI.

**7.2 Indemnification Exceptions.** MRI has no obligation to the extent any IP Claim results from: (i) Client having modified the MRI Software or SaaS Services or used a release other than a current unaltered release of the MRI Software, if such an infringement would have been avoided by the use of a current unaltered release of the MRI Software, (ii) Content and/or any Third Party Software, (iii) Configurations or (iv) the combination, operation or use of the MRI Software or SaaS Services with software or data not provided by MRI.

**7.3 Infringement Remedies.** If it is adjudicated that an infringement of the MRI Software or SaaS Service by itself and used in accordance with the Agreement infringes any UK, Australia or USA patent, registered copyright, or registered trademark, MRI shall, at its option: (i) procure for Client the right to continue using the MRI Software or SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) MRI shall terminate the applicable license or Service and shall refund to Client (a) with respect to a perpetual license to the MRI Software, the license fees for the affected Software, less 1/12 thereof for

each month or portion thereof since the original Effective Date, or (b) with respect to SaaS Services and/or limited term Software licenses, the pre-paid portion of the SaaS Services or term license fees paid to MRI for the affected MRI Software or Service. SECTIONS 7.1, 7.2 AND 7.3 STATE MRI'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**7.4 Non-Indemnity.** Client acknowledges that nothing in this Agreement shall absolve it from responsibility for its own acts, omissions, negligence, intentional wrongdoing, or breach of any obligation under this Agreement by or through itself or its agents, employees, and contracted servants. Client represents and warrants that Client shall be responsible for (i) any claims, demands, suit, or proceedings arising out of the Client Data; (ii) Client's or its users' use of the Software or the SaaS Services in violation of the Agreement; (iii) Client or any user infringing or misappropriating the Intellectual Property rights of a third party or violating applicable law; or (iv) Client's or its users' use or misuse of the Software or SaaS Service or Client's or its users' use or misuse of the Client Data (including, without limitation, accessing, providing access, using or distributing the Client Data) (each of the above a "Client Claim").

## 8. DISCLAIMERS AND LIMITATION OF LIABILITY.

**8.1 Disclaimer of Warranties.** THE WARRANTIES, IF ANY, SET FORTH IN THE SCHEDULES ARE IN LIEU OF, AND MRI, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERM EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, SAAS SERVICE, CONTENT, DELIVERABLES OR OTHER SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY, CONDITION OR OTHER TERM THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES, CONDITION OR OTHER TERM ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY MRI, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. ALTHOUGH CERTAIN OF THE SOFTWARE AND CONTENT MAY BE DESIGNED TO HELP CLIENTS COMPLY WITH APPLICABLE LAWS AND REGULATIONS, MRI HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE SOFTWARE AND CONTENT IN THIS REGARD; MOREOVER, VARIOUS STATE LAWS MAY APPLY, AND THE SOFTWARE DOES NOT INCORPORATE STATE LAW REQUIREMENTS. ALL SUCH LAWS AND REGULATIONS MAY CHANGE FROM TIME TO TIME, AND THE SOFTWARE AND CONTENT MAY NOT BE UPDATED TO REFLECT SUCH CHANGES. CLIENT SHOULD CONSULT AN ATTORNEY WITH RESPECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

**8.2 Connection Over Internet.** CLIENT ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CLIENT DATA. ACCORDINGLY, MRI CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

**8.3 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, MRI'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THE AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THE AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 7 (Indemnification), WILL BE LIMITED TO (i) WITH

RESPECT TO PERPETUAL SOFTWARE LICENSES OR PROFESSIONAL SERVICES, THE FEES PAID BY CLIENT FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM LESS 1/36 THEREOF FOR EACH MONTH OR PORTION THEREOF SINCE THE EFFECTIVE DATE AND (II) WITH RESPECT TO SAAS SERVICES, TERM LICENSES AND MAINTENANCE AND SUPPORT, THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

**8.4 Third Party Software and Content.** From time to time, MRI may utilize Third Party Software and Content in order to deliver the Software or Services to its Clients. Client's use of the Third Party Software and Content is subject to and Client shall comply with the terms of any applicable Third Party EULAs. The licensors of such Third Party Software are intended third party beneficiaries with rights to enforce the Third Party EULAs. MRI has no control over Third Party Software providers or the availability of the Third Party Software and Content. In its discretion, MRI may add, remove, and/or substitute any Third Party Software. THE PROVISION OF CONTENT IS SUBJECT TO AVAILABILITY FROM THIRD PARTY CONTENT PROVIDERS AND MRI SHALL HAVE NO LIABILITY SHOULD SUCH CONTENT BECOME UNAVAILABLE FOR ANY REASON OR IS NO LONGER AVAILABLE UNDER REASONABLE COMMERCIAL TERMS. PROVIDED THAT MRI IS OTHERWISE IN COMPLIANCE WITH ITS WARRANTY PROVISIONS UNDER THE APPLICABLE SCHEDULES, MRI MAKES NO WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY CONTENT; AND CLIENT'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY SOFTWARE SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO MRI, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. CONTENT AND THIRD PARTY SOFTWARE ARE MADE AVAILABLE ON AN "AS IS, AS AVAILABLE" BASIS.

**8.5 No Special Damages.** IN NO EVENT WILL MRI BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT MRI HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.6 Time to Bring Claim.** NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT AGAINST MRI MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

**8.7 Survival.** THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

## 9. TERM AND TERMINATION

**9.1 Term.** The term of this Master Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder.

**9.2 Termination.** Either Party may terminate the Agreement including all Schedules with 30-day upon written notice in the event that the other Party commits a non-remediable material breach of the Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within thirty (30) calendar days of being notified in writing of such breach, except for breach of Section 3.1 (Fees and Payment Terms) which shall have a ten (10) calendar day cure period.

Where a Party has a right to terminate the Agreement, the non-breaching Party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

**9.3 Post-Termination Obligations.** Following termination of the Agreement or a Schedule (for whatever reason), Client shall certify that it has returned or destroyed all copies of the applicable Software, Content and Confidential Information of MRI and acknowledges that its rights to use the same are relinquished. Termination of this Agreement for any reason shall not excuse Client's obligation to pay in full any and all amounts due, nor shall termination by MRI result in a refund of fees paid. Client shall use its commercially reasonable efforts to remove all Client Data from any Software or SaaS Service prior to termination of the Agreement or applicable Schedule. Client may engage MRI to assist Client in removing such Client Data at no charge. If any Client Data remains in the Software or SaaS Service more than thirty (30) calendar days after the effective date of termination, MRI may, in its sole discretion and without notice, delete any and all Client Data. At any time before or after termination, if an Owner requests that any Client Data be provided directly to such Owner, Client agrees that MRI may transfer such Client Data directly to such Owner, and that MRI shall not be liable for any damages that result from the transfer of Client Data to an Owner.

## 10. GENERAL PROVISIONS

**10.1 Security** The Parties agree to comply with the security measures outlined in the Data Protection and Security Schedule attached.

**10.2 Force Majeure.** Neither Party shall incur any liability to the other Party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the Party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**10.3 Assignment.** MRI may novate, transfer, or assign the Agreement and all of its rights and obligations herein without Client's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither Party may otherwise assign or transfer the Agreement without the prior written consent of the other Party.

**10.4 Notice of U.S. Government Restricted Rights.** If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

**10.5 Export.** Client shall comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that the Software is not exported, directly or indirectly, in violation of those laws.

**10.6 Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, Client will not employ or solicit for employment directly or through other parties, without the MRI's written permission, any individual employed by MRI. If a Party breaches this Section 10.6, such Party shall pay to the non-breaching Party a sum equal to one-hundred fifty percent (150%) of the hired employee's annual salary while such employee was employed by the non-breaching Party, and such payment shall be made within thirty (30) calendar days of hiring such employee.

**10.7 Compliance.** During the Term of this Master Agreement, Client shall maintain and make available to MRI records sufficient to permit MRI or an independent auditor retained by MRI to verify, upon ten (10) calendar days' written notice, Client's full compliance with the terms and requirements of the Agreement. To the extent possible, such audit will be performed remotely within the SaaS Services. If such verification process reveals any noncompliance by Client with the Agreement, Client shall promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to MRI during the period of noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of MRI's termination rights. Client acknowledges that the Software may include a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

**10.8 Notices.** Any notice required or permitted to be sent under the Agreement shall be delivered by hand; by overnight courier; by certified mail, return receipt requested; or in a conspicuous banner to the Client within the product, to the Parties first set forth in the Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

**10.9 Relationship.** The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.10 Invalidity.** If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.11 Survival.** The following provisions will survive any termination or expiration of the Agreement or a Schedule: Sections 1, 2, 3, 4, 6.1, 6.2, 6.5, 7, 8, 9, and 10.

**10.12 No Waiver.** Any waiver of the provisions of the Agreement or of a Party's rights or remedies under the Agreement must be in writing and signed by an authorized representative of each Party in order to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by either of the Parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. Failure, neglect, or delay by a Party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such Party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such Party's right to take subsequent action.

**10.13 Entire Agreement.** The Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties. Client hereby releases and discharges MRI from any and all claims for relief, causes of action, or demands arising out of or in any way relating to any event, act or occurrence prior to the Effective Date of this Agreement. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each Party. All pre-printed terms of any Client purchase order or other Client business processing document shall have no effect. Each Party represents and warrants to the other that: (i) it has full power, authority, and legal right to execute, deliver, and perform this Agreement, (ii) each signor is duly authorized and has legal capacity to execute and deliver this Agreement and (iii) this Agreement

constitutes the legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

**10.14 No Third Party Beneficiaries.** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and (except as provide expressly elsewhere in the Agreement) does not confer any rights or benefits on any third party, including any employee of a Party, any client of a Party, or any employee of a client of a Party. Notwithstanding the above, the Parties acknowledge that all rights and benefits afforded to MRI under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

**10.15 Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the state or federal district courts located in Fort Worth, Texas to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Texas under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The Parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United Nations Convention on Contracts for the International Sale of Goods.

**10.16 Legal Fees and Costs.** Intentionally Omitted

**10.17 Order of Precedence.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Schedule, the provisions of this Master Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Master Agreement.

In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

**10.18 Headings and Drafting.** The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a Party based on the author of the document.

**10.19 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

**10.20 Treatment in the Event of Insolvency of Client.** The Parties acknowledge and agree that this Agreement is an executory contract as such term is defined in section 365 of the United States Bankruptcy Code ("USBC"). The Parties further acknowledge and agree that the Agreement does not provide a license of intellectual property as defined in section 101(35) of the USBC and that the provisions of Section 365(n) of the USBC are therefore not applicable. Client acknowledges that MRI will be harmed if this Agreement was assigned to a competitor, direct or indirect, or any other party whose use of MRI Software or Services pursuant to the Agreement would be detrimental to the business and rights of MRI, and Client hereby grants MRI the right to consent to any proposed assignment of this Agreement in a bankruptcy and that the rights of consent to the assignment provided in section 365(c)(1) of the USBC shall be applicable to any proposed assignment of this Agreement in any bankruptcy case filed by Client.

**10.21 Compliance with Laws.** In providing and receiving the Services required by this Agreement, each Party agrees to observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and

maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each Party shall be responsible for ensuring its own compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

\*\*\*\*\*

END OF MASTER AGREEMENT"



## SAAS SERVICES SCHEDULE

This SaaS Services Schedule is entered into between MRI Software company named in the attached Order Document ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this SaaS Services Schedule to be effective as of the Effective Date, as defined in the Order Document.

### 1. DEFINITIONS

Additional defined terms specific to this Schedule:

**"Error":** a material failure of a hosted MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

**"Malicious Code:** computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

### 2. TERM; RENEWAL; TERMINATION.

**2.1 Term and Renewal.** SaaS Services commence on the date specified in the Order Document and continue for the term set forth in the Order Document ("Initial Term"). Following the end of the Initial Term, SaaS Services shall automatically expire unless the Parties execute a renewal of the Services (each renewal a "Renewal Term"). For all Renewal Terms, Client shall be required to migrate to the then latest Upgrade of the hosted Software.. The Initial Term and Renewal Terms are collectively referred to as the "Term".

**2.2 Termination.** This Schedule may be terminated for cause by either Party in accordance with Section 9 of the Master Agreement. Sections 1 and 2 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule. Upon termination of the SaaS Services, and provided Client is not in breach of any of its obligations under the Agreement, MRI will, upon Client's written request and payment of the applicable fees, provide a backup copy of Client's Data (a then-current fee schedule will be provided upon request).

### 3. GRANT OF USE

Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, MRI grants to Client, for the Term, the right to access and use the SaaS Services, as more fully described in the Order Document, solely for Client's internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

SaaS Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Unless stated otherwise in the Order Document, fees are based on Services and License Metrics purchased and not actual usage.

### 4. SERVICES

**4.1 SaaS Environment.** Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's Internet access.

**4.2 SaaS Service Availability.** MRI shall use commercially reasonable efforts to make the SaaS Services available twenty-four (24) hours a day, seven (7) days a week, except for: (a) Scheduled Maintenance; (b) Client Error Incidents; (c) Emergency Maintenance; (d) any unavailability caused by

Client's File

circumstances beyond MRI's reasonable control, including without limitation, Force Majeure Events; and (e) Internet service provider failures or delays. Scheduled Maintenance is defined as any maintenance performed during MRI's then-current standard maintenance windows and any other maintenance of which Client is given at least eight (8) hours' advance notice and which may, at MRI's discretion, be provided via a SaaS Services posting. MRI may perform maintenance on some or all of the SaaS Service in order to upgrade hardware or software that operates or supports the SaaS Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the SaaS Service. Client Error Incident is defined as any SaaS Service unavailability related to Client's applications, Client Data, or Client's equipment, or the acts or omissions of any user of the SaaS Service. Emergency Maintenance means downtime of the SaaS Service due to the application of urgent patches or fixes, or other urgent maintenance, or as recommended by MRI's vendors, that is performed outside of Scheduled Maintenance.

Client acknowledges that MRI does not control the transfer of data over telecommunications facilities, including the Internet. MRI does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. MRI is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**4.3 Maintenance and Support Services.** Subject to Client's timely payment of applicable SaaS Services fees, MRI will provide to Client the Maintenance and Support services for the Maintenance and Support plan indicated in the Order Document, under MRI's Maintenance and Support policies in effect at the time the Services are provided for the level of Services ordered. MRI shall manage and install all Updates and Upgrades of the hosted Software.

Updates are provided when and if available, and MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation; (iv) discrepancies that do not significantly impair or affect the operation of the SaaS Services; (v) any systems or programs not supplied by MRI; or (vi) Configurations.

For the avoidance of doubt, Updates provided under Maintenance and Support services do not include custom development, Upgrades, or Configurations regardless of whether such Configurations are performed by MRI or by Client. MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

Subject to timely payment of the applicable fees, Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document; provided, however, that with respect to Third Party Software, MRI's obligation



is limited to using commercially reasonable efforts to obtain Maintenance and Support from the third party owner of such Software.

**4.4 Backups and Restoration Services.** Provided Client is not otherwise in breach of the Agreement, MRI will provide backup copies and/or database restoration, upon written request and subject to Client's payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

**4.5 Exclusions.** Fees for SaaS Services do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services. Failure to do so could result in increased service call fees if such service calls are deemed unreasonable excessive as a result of insufficient training, at MRI's discretion. Notwithstanding the foregoing, MRI shall provide Client with notice that its service calls are considered unreasonable excessive and shall give Client thirty (30) days to adjust prior to evaluating any potential charges.

## 5. CERTAIN OBLIGATIONS

**5.1 Passwords; Security.** Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Client is entirely responsible for any and all activities that occur under Client's account. Client agrees to immediately notify MRI of any unauthorized use of Client's account or any other breach of security known to Client. MRI shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. MRI will maintain Client passwords as confidential and will not disclose them to third parties.

**5.2 Client Data.** Client shall be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

**5.3 Acceptable Use.** Client acknowledges and agrees that MRI does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that MRI shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (a) is libellous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains Malicious Code; (c) violates the rights of

others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. Client shall be responsible for obtaining any necessary licenses, permits, and consents for MRI with respect to the installation, maintenance, and access to the System. MRI may remove any violating content posted on the Services or transmitted through the Services, without notice to Client. MRI may suspend or terminate any user's access to the SaaS Services upon notice in the event that MRI reasonably determines that such user has violated the terms and conditions of this Schedule.

## 6. WARRANTIES AND DISCLAIMER

**6.1 Limited Warranty.** During the Term, MRI warrants that the hosted MRI Software supplied to Client as part of the SaaS Services will be free of Errors.

**6.2 Remedies.** If the hosted MRI Software does not perform as warranted, MRI shall use commercially reasonable efforts to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected SaaS Service, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected SaaS Service. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the SaaS Service, Client waives all rights for the applicable warranty cure set forth herein.

**6.3 Exclusions.** MRI is not responsible for any claimed breach of any warranty set forth in Section 6.1 caused by: (i) modifications made to the hosted MRI Software by anyone other than MRI; (ii) the combination, operation or use of the hosted MRI Software with any items not certified by MRI; (iii) MRI's adherence to Client's specifications or instructions; (iv) Errors caused by or related to internet connections; (v) Client deviating from the hosted MRI Software operating procedures described in the Documentation; or (vi) Errors caused by Configurations.

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END OF SAAS SERVICES SCHEDULE

## PROFESSIONAL SERVICES SCHEDULE

This Professional Services Schedule is entered into between MRI Software company named in the attached Order Document ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Professional Services Schedule to be effective as of the Effective Date, as defined in the Order Document.

### 1. SERVICES

**1.1 Work Authorizations/Statements of Work.** MRI will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations, statements of work or Order Documents (individually and collectively an "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Schedule and the terms of a SOW, the terms of this Schedule shall prevail.

**1.2 Change Orders.** Either party may propose a change order to add to, reduce or change the Professional Services ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to MRI, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

**1.3 Costs.** Professional Services shall be provided on a time and materials ("T&M") basis at MRI's T&M rates in effect at the time the Professional Services are performed, unless otherwise specified in the applicable Statement of Work. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Client's budgeting and MRI's resource scheduling purposes and not a guarantee that the work will be completed for that amount. If Client wishes the MRI personnel to perform Professional Services at Client's site, Client agrees it shall give MRI at least two (2) weeks' prior notice so MRI can make appropriate travel arrangements. Professional Services performed at Client's site shall be billed to Client in minimum increments of eight (8) hours per day per MRI employee. Fees are based on services, including training services, provided during normal MRI business hours, Monday through Friday, 8:00 a.m. - 7:00 p.m. local time (MRI holidays excluded). Professional Services provided by MRI outside of normal MRI business hours will be subject to a premium service charge of one and one-half of the standard MRI list price for such services. Except as otherwise provided in Section 4.1 herein with respect to training services, if Client cancels a Professional Services engagement specified in an approved SOW less than ten (10) business days before the scheduled start date for such Professional Services.

**1.4 Delays/Costs Overruns.** In the event of any delay in Client's performance of any of the obligations set forth herein or any other delays caused by Client, the milestones, fees and date(s) set forth in the SOW shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions of Section 1.2 above.

### 2. PROJECT MANAGEMENT

**2.1 Responsibility.** MRI shall be responsible for securing, managing, scheduling, coordinating and supervising MRI personnel, including its subcontractors, in performing the Professional Services.

**2.2 Cooperation.** Client shall provide MRI with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by MRI in order to provide the Professional Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by MRI from time to time. Client acknowledges and agrees that MRI's performance is dependent upon the timely and effective satisfaction of Client's

responsibilities hereunder and timely decisions and approvals of Client in connection with the Professional Services. MRI shall be entitled to rely on all decisions and approvals of Client.

**2.3 Subcontractors.** MRI may subcontract or delegate any work under any SOW to any third party with Client's prior written consent; provided, however, that MRI shall remain responsible for the performance, acts and omissions of any such subcontractors.

**2.4 Client Data.** Client Data must be provided to MRI in a format approved by MRI or additional charges will apply. Client is responsible for the accuracy and completeness of its information and Client Data. MRI's performance is dependent on Client's timely provision of accurate and complete resources and information, including but not limited to detailed, precise and clear specifications for any deliverables.

**2.5 Access.** For installation of the System and for any Support of the System, Client shall ensure that MRI's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing MRI access through any Client security measures. MRI alone shall decide whether access to the System is sufficient for installation purposes. Certain functionality of the System may require connections to or interaction with MRI after such System is running on Client's infrastructure, and Client agrees to permit and facilitate such connections and interaction.

If the Parties agree to Services on-site, then Client shall provide MRI and/or its authorized representatives with reasonable, legal, and safe access to the Client's premises and furnish such information as MRI may reasonably request from time to time as necessary for MRI's performance of the Services. MRI and its authorized representatives shall access the Client's physical premises under this Agreement only if agreed between the Parties and solely for the purposes of providing the Services. While providing Services on Client's premises, MRI personnel and its authorized representative shall comply with applicable laws and reasonable security requirements which Client has given MRI notice of and which relate to the Professional Services being delivered on site.

**2.6 Testing of Projects.** Client shall test any deliverables, and notify MRI of all deficiencies relative to the applicable specifications for such work set forth in the applicable SOW within thirty (30) calendar days following MRI's delivery of such deliverables to Client ("Notification Period"). Subject to Client's timely notification and provided that the deficiencies are MRI's responsibility, MRI will re-perform the applicable Professional Services as required to meet the applicable specifications at no additional charge.

### 3. LICENSE AND OWNERSHIP

**3.1 Ownership.** Without prejudice to the provisions of Section 6 (Limited Rights and Ownership) of the Master Agreement, all Intellectual Property including all copies thereof in any Software, other products furnished by MRI and the results of the Professional Services performed by MRI including (without limitation) all deliverables, documentation, training materials, Configurations and all Intellectual Property embodied therein shall, subject to Section 3.2 below, vest solely and absolutely in MRI or its licensors. MRI may access the System remotely in order to copy Configurations to the Software or to otherwise ensure Client's compliance with the terms of this Section 3.1 and the Agreement.

**3.2 Limited License.** MRI grants Client, upon full payment of the applicable fees and charges, during the Term and subject to the restrictions set forth in Section 6.2 of the Master Agreement, a personal, nontransferable,

nonexclusive, nonsublicensable, limited license to use the deliverables solely for Client's own internal business needs.

#### 4. SUPPLEMENTAL TERMS FOR TRAINING SERVICES

**4.1 General. "Training Courses"** are defined as: classroom-based, live virtual, and/or self-paced e-learning courses provided by MRI's training division called MRI Learning Solutions. Training Courses and their respective prices, policies and schedules are subject to change without notice. Training Courses shall be provided by MRI to Client pursuant to the terms of an SOW. "Named Users" as used herein are defined as Client Users listed in the SOW that shall be eligible to receive Training Courses.

#### 4.2 Cancellation and Transfer Policies.

**4.2.1 Client Training Course Cancellation Policy.** "Client Training Courses" means non-publicly offered Training Courses delivered specifically for Client and held at a mutually agreed upon time and location. Client Training Courses may be delivered in a physical classroom at a location determined by mutual agreement or through a live virtual classroom. Details regarding delivering Client Training Courses shall be set forth in an approved SOW. For Client Training Courses to be provided at an onsite classroom that are canceled by Client: (i) ten (10) or more business days prior to the course start date, MRI will provide a full refund or credit; or (ii) within the ten (10) business day period before the course start date, fifty percent (50%) of the course fee will be forfeited and MRI will provide the remainder as a refund or credit.

**4.2.2 Physical Classroom Public Training Course Cancellation Policy.** "Public Training Courses" means publicly offered Training Courses that are not delivered specifically for Client. Public Training Courses may be delivered in a physical classroom or through a live virtual classroom. Registered attendees for a physical classroom Public Training Course who cancel less than ten (10) business days prior to the course start date will forfeit all applicable Training Course fees; however, transfers to another person are permitted up to one (1) business day prior to the course start date. In order to transfer a physical classroom Public Training Course attendance spot, contact MRI Learning Solutions at 1.800.321.8770 ext. 1 or email [learning@mrisoftware.com](mailto:learning@mrisoftware.com). MRI reserves the right to cancel any physical classroom Public Training Course class up to ten (10) business days prior to the course start date for any reason. If MRI cancels a physical classroom Public Training Course class and is unable to reschedule the attendee, MRI will refund to such attendee all applicable Training Course fees. MRI assumes no responsibility for non-refundable airline tickets or other expenses that may be incurred due to cancellation of a physical classroom Public Training Course.

**4.2.3 Live Virtual Classroom Public Training Course Cancellation Policy.** Registered attendees for a live virtual classroom Public Training Course program will receive a web-conferencing invitation on the day prior to the start of the program. Registered attendees who cancel less than twenty-four (24) hours before the scheduled start date and time will not be refunded any applicable Training Course fees. However, transfers to another person are permitted up to

the starting time of the program. In order to transfer a live virtual classroom Public Training Course attendance spot, contact MRI Learning Solutions at 1.800.321.8770 ext. 1 or email [learning@mrisoftware.com](mailto:learning@mrisoftware.com). MRI reserves the right to cancel any live virtual classroom Public Training Course class for any reason. If MRI cancels a live virtual classroom Public Training Course class and is unable to reschedule the attendee, MRI will refund to such attendee all applicable Training Course fees.

**4.2.4 Self-Paced e-Learning Training Course Cancellation Policy.** "Self-Paced e-Learning Training Courses" means publicly offered Training Courses that have no set time or location, and can be taken by any person at any time at the MRI Learning Solutions website. Self-Paced e-Learning Training Courses are non-cancelable and applicable fees are non-refundable. All sales of Self-Paced e-Learning Training Courses are final and non-transferable.

**4.3 Use Limitations; Monitoring.** Unless otherwise explicitly agreed in writing by MRI, Client is only allowed user access rights to any Training Course up to the number of Named Users purchased as shown in an executed SOW. Client and Named Users may not share access rights, or any Training Course content, with others and may only access the Training Course for personal training use as specifically permitted. To the extent permitted by law, MRI may monitor, suspend or terminate Client's or any Named User's use of any Training Course and/or training account, or terminate this Schedule or the applicable SOW, or remove or disclose Client's or any Named User's information in order to ensure Client's and all Named Users' compliance with the Agreement or to otherwise protect MRI rights or rights of others. If Client or any Named User does not comply with the restrictions set forth in this Section 4.3, Client may be charged additional fees equivalent to the resulting usage fees for the related services incurred.

#### 5 TERMINATION

This Schedule may be terminated in accordance with Section 9 of the Master Agreement.

Where the non-breaching Party has a right to terminate this Schedule, the non-breaching Party may at its discretion either terminate this Schedule, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables, shall be delivered to Client. Upon MRI's receipt of a notice of termination, MRI shall cease and shall cause any agent or subcontractor to cease all work under the applicable SOW and minimize any additional costs or reimbursable expenses unless otherwise agreed in writing by the Parties. Except as may be expressly set forth in the applicable SOW, Client shall pay MRI fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The Parties' obligations under this Section 5 and Section 3 of this Schedule and the surviving provisions of the Master Agreement shall survive any termination of this Schedule.

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END OF PROFESSIONAL SERVICES SCHEDULE

## DATA PROTECTION AND SECURITY SCHEDULE

This Data Protection and Security Schedule is entered into between MRI Software company outlined on the applicable Order Document ("MRI") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Data Protection and Security Schedule to be effective as of the Effective Date, as defined in the Order Document. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

### 1. Definitions.

**"Controller"** means the natural or legal person which determines (individually or jointly or in common with others) the purposes for which and the manner in which any Client Personal Data are or will be Processed. For the purposes of this Agreement, the Client shall be deemed the Controller. Controller shall include a Business under the CCPA.

**"Data Breach"** shall mean a breach of security resulting from an act or omission by MRI, its employees or its subcontractors, leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed. For the purposes of this Agreement.

**"Data Protection Legislation"** means any applicable laws relating to the Processing, privacy, and use of Personal Data applicable to the Parties, might can include California Consumer Privacy Act ("CCPA").

**"Personal Data"** shall mean any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which is provided by the Client to MRI. The business information of the Client is not by itself deemed to be Personal Data, unless otherwise determined to be under applicable laws. Personal Data is deemed to be Confidential Information of Client.

**"Processing"** means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and "Process" and "Processed" will be interpreted accordingly.

**"Processing Instructions"** means the written instructions for Processing Client Personal Data, as set out in this Schedule and in the Agreement, and otherwise as provided in writing by or on behalf of Client to MRI or a MRI Affiliate from time to time.

**"Processor"** means the natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller. For the purposes of this Agreement, MRI shall be deemed the Processor. Processor shall include a Service Provider under the CCPA.

**"Sub-contractor" or "Third Party"** means any third party engaged by MRI in provision of the Services or otherwise delivering any part of the Services.

### 2. Security

2.1. **General.** MRI shall ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to the Personal Data, which are appropriate to the harm that might

result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. During the Term of the Agreement, MRI shall maintain a documented information security plan ("**Information Security Program**"). MRI agrees to comply with all of its own requirements contained in such Information Security Program. MRI's Information Security Program shall include, at a minimum, appropriate controls and measures in relation to: (1) physical security at all MRI locations involved in the provision of the Services; (2) technical security with respect to the Client Data in MRI's possession; (3) organizational security arrangements regarding the employees and other representatives of MRI, its Affiliates, and its subcontractors, including training and awareness, staff vetting procedures and other security measures (e.g. use of passwords and security credentials); (4) securing Client Data contained within the SaaS Services; (5) Disaster Recovery and Business Continuity; (6) Vulnerability Testing and Security Audit; and (7) Data Breach Procedures. Additionally, MRI's Information Security Program shall comply with all laws applicable to MRI related to its security programs. MRI may update its Information Security Program from time to time in its sole discretion provided however that such updates shall not reduce the security afforded to the Client as of the Effective Date of this Agreement. Upon the occurrence of a disaster, MRI must evaluate the cause of the disaster as soon as possible, attempt to remediate the cause, and, if the outage will be sustained or cannot be remediated promptly, take appropriate actions to minimize the impact of the Disaster to the Client, such as implementing the Disaster Recover/Business Continuity Plan. Client shall not be charged an additional fee for any disaster recovery services, including backups and database restorations, performed by MRI due to a Disaster (whether at the MRI hosting location, within the SaaS Services or otherwise). MRI shall evaluate the effectiveness of its Information Security Program on a commercially reasonable periodic basis, but no less frequently than annually and (if it, acting reasonably, considers it necessary to do so) update the same.

2.2. **Disaster Recovery and Business Continuity.** MRI shall implement and maintain a disaster recovery plan with contingency measures as are reasonable within its industry in light of the sensitivity of the Services which MRI provides (the "**Disaster Recovery/Business Continuity Plan**"). Upon the occurrence of a Disaster, MRI must promptly evaluate the cause of the Disaster, attempt to remediate the cause and, if the outage will be sustained or cannot be remediated promptly, then it will promptly implement the Disaster Recovery/Business Continuity Plan. Client shall not be charged an additional fee for any disaster recovery services, including backups and database restorations, performed by MRI due to a Disaster (whether at the MRI hosting location, within the SaaS Services or otherwise). MRI shall evaluate the effectiveness of its Disaster Recovery/Business Continuity Plan on a commercially reasonable periodic basis, but not less frequently than annually. MRI may modify the Disaster Recovery/Business Continuity Plan from time to time, in its sole discretion, provided that such modifications do not materially and negatively modify the services provided in the Disaster Recovery/Business Continuity Plan as of the execution of this Agreement.

2.3. **Vulnerability Testing and Security Audit.** MRI shall conduct regular penetration and vulnerability testing of its information technology infrastructure and networks, at a commercially reasonable frequency. Upon Client's request, MRI shall provide a letter of attestation to Client that the testing occurred. MRI may modify the scope of such penetration and

vulnerability testing provided however, that the scope shall not materially and negatively change from the execution of this Agreement. During the Term of the Agreement, MRI shall comply with industry standard practices for audit and security procedures.

**2.4. Data Breach.** MRI will take commercially reasonable, but not less than industry standard, measures to protect the security of such Personal Data transferred by Client to MRI. In the event that MRI becomes aware or reasonably suspects that a Data Breach involving Client's Personal Data has occurred, MRI will without undue delay: (i) investigate the cause of the Data Breach; (ii) notify Client of the Data Breach and provide sufficient information to allow the Client to report the Data Breach and/or notify the data subject, if required; (iii) contain and remedy any Data Breach; (iv) take reasonable and appropriate steps to mitigate the effects of and to minimize any damage resulting from the Data Breach; (v) reasonably assist Client in remediating or mitigating any potential damage from a Data Breach to the extent that such remediation or mitigation is within MRI's control; (vi) take reasonable steps to restore the security and integrity of any Systems used by MRI and/or its subcontractors to provide the Services;

**3. Provision of Personal Data.** In addition to the terms and conditions set forth in the Agreement, Client agrees to only input into, transfer into the MRI Software and SaaS Services or provide access to MRI such Personal Data: (i) if and to the extent that Client is authorized to do so under applicable law, including obtaining any relevant consents from the Data Subject for such disclosure; (ii) if and to the extent that such Personal Data is necessary to enable MRI to provide the Services under this Agreement; (iii), and to do so only in fields specifically designed to house such Personal Data. MRI shall have no liability to Client, and Client shall remove any Personal Data from its database(s) once it is no longer necessary for that purpose and may engage MRI (at MRI's then-current rates to assist in such deletion).

**4. Data Processing.** MRI shall Process Personal Data at all times in accordance with the Agreement and in compliance with applicable Data Protection Legislation, including providing no less than the level of privacy protection as required by the applicable Data Protection Legislation. Further, as Processor, MRI will only act upon and Process the Client's Personal Data for the purposes of performing its obligations under the Agreement or as outlined in MRI's Privacy Policy, subject to the Processing Instructions. MRI's Privacy Policy may be found at <https://www.mrisoftware.com/privacy-policy/>, and may be updated from time to time by MRI. Where Client is purchasing any of MRI's marketing products then MRI's Web Marketing Privacy Policy shall apply which may be found at <https://www.mrisoftware.com/webmarketingprivacypolicy> and which may be updated from time to time. Notwithstanding the foregoing, the updates made under this Section shall not materially and negatively impact the rights of the Client and the data subjects herein. Client's instruction to cease Processing Client Personal Data shall not alleviate Client's obligations under the Agreement, including without limitation, its payment obligations.

Additionally, MRI shall be permitted to Process Client Personal Data, without regard for the Processing Instructions, if required to do so by Data Protection Legislation; in such case, MRI shall promptly notify the Client of that legal requirement before Processing, unless that law prohibits such notification. If MRI is ever unsure as to the parameters or lawfulness of the Processing Instructions issued by Client, MRI will, as soon as reasonably practicable, revert to Client. MRI shall comply with its obligations as a Processor under the applicable Data Protection Legislation in relation to the Processing of Client Personal Data by it under this Agreement.

**5. Data Subject Requests.** MRI shall, at its option and subject to the requirements of the Data Protection Legislation, (i) respond directly to the request from the Data Subject, or (ii) forward to the Client any requests from Data Subjects in respect of Personal Data pursuant to Data Protection

Legislation (including the ability to correct, delete, block or port Client Personal Data and rights of access) and reasonably cooperate with the Client in complying with any such Data Subject's exercise of his/her rights in relation to such Personal Data as is Processed by MRI. Client may be required to make such requested modifications itself within the MRI system to fulfill the data subject request. For the purposes of responding to data subject requests, MRI shall be permitted to disclose information related to the Client as it relates to the data subject request.

**6. Duration of Processing.** Processing of the Client's Personal Data by MRI shall be for the Term of this Agreement, subject to restrictions outlined by Data Protection Legislation. Any Client Data remaining within the accessible SaaS Services beyond the expiration of the Term of this Agreement, shall be permanently deleted, without notice to Client. The Parties agree that the Personal Data, may be held in back up for up to one (1) year following the expiration of the Term. Client may engage MRI to return the Client Data, at MRI's then standard rates.

**7. Scope of Personal Data.** Client may provide and MRI may process the following types/categories of Personal Data for the following categories of Data Subject, or as otherwise provided to MRI by the Client:

Type of Data	Data Subjects Impacted
Personal Data;	Syndicators, developers and borrowers of the Client;
Contact Details;	Client's employees and staff;
Financial Details;	Client's consultants or other professional experts;
Files, Images, or Videos;	Client's resident, tenants, and customers
Real estate investment data;	Owners and property managers of the Client
Ownership data;	
Related party details	

**8. MRI personnel.** MRI shall ensure that its personnel and any Subcontractors will not Process the Client's Personal Data except in accordance with the provisions of this Schedule; and MRI will procure that the same are contractually obligated to maintain the security and confidentiality of any Client Personal Data. MRI shall take reasonable steps to ensure that the personnel Processing the Client's Personal Data receive adequate training on compliance with this Agreement and the Data Protection Legislation applicable to the Processing. MRI agrees to perform appropriate background checks on its personnel handling Client's Personal Data provided that under no circumstances shall MRI perform any background checks that would be considered a violation of the applicable laws for those individuals.

**9. Subcontractors.** The Client consents to MRI utilizing any of the sub-contractors listed on MRI's Service Providers/Subprocessor list, which may be found at [www.mrisoftware.com/subprocessors](http://www.mrisoftware.com/subprocessors). The MRI's Service Providers/Subprocessor list may be updated by MRI from time to time without the Client's prior approval, provided that MRI shall: (a) carry out adequate due diligence to ensure that the Sub-contractor is capable of providing the level of protection for Client Personal Data required by this Agreement; and (b) ensure that any additional or replacement Sub-contractors shall be contractually bound to obligations with respect to the Processing of Client Personal Data substantially similar to those to which MRI is bound by this Schedule. Notwithstanding the foregoing, Client may subscribe for updates to such

Service Providers/Subprocessor list. Where required under applicable Data Protection Legislation, if, within thirty (30) days following MRI's notification of a new Sub-Processor, the Client provides a written notice of a reasonable objection to MRI and MRI chooses to retain the objected-to Sub-Processor, then the Client may terminate the affected Order Document or Schedule and the provisions of Section 9.3 (Post-Termination Obligations) of the Master Agreement shall apply.

10. **Compliance.** Both parties shall ensure that its employees are subject to a duty of confidentiality as it relates to the Personal Data during the Term as outlined in Section 4 of the Master Agreement. MRI shall maintain such records and information as are necessary to demonstrate its compliance with Data Protection Legislation in relation to the Processing of Personal Data on behalf of Client under this Agreement, containing as a minimum the information required under Data Protection Legislation, which shall be made available to Client upon request. MRI shall reasonably cooperate with the Client in good faith to ensure compliance with its obligations under the Data Protection Legislation in respect of Personal Data taking into account the nature of Processing and the information available to MRI.

11. **Audit.** As required by applicable Data Protection Legislation, MRI shall, make available to the Client on reasonable request such information that is in its possession or control as is necessary to demonstrate MRI's compliance with the obligations placed on it under this Schedule) provided that under no circumstances shall a Client be granted access to MRI's offices, facilities, storage devices or infrastructure. MRI shall be entitled to withhold information and limit access to information on grounds of commercial sensitivity and/or confidentiality and shall not be obligated to provide such information that the Client can obtain for itself via the Services.

12. **Additional State-Specific Terms.** Notwithstanding anything to the contrary in this Agreement, the following clause shall apply for Clients processing Personal Data of data subjects located in states with these additional requirements:

- i. MRI shall not: (1) "Sell" or "Share" Personal Data as those terms are defined under Data Protection Legislation; (2) retain, use, disclose, or otherwise Process Personal Data except as necessary for the business purposes specified in the Agreement or this Schedule; (3) retain, use, disclose, or otherwise Process Personal Data in any manner outside of the direct business relationship between Client and MRI except as necessary for the business purposes specified in the Agreement or this Schedule; or (4) combine any Personal Data with Personal Data that MRI receives from or on behalf of any other third party or collects from MRI's own interactions with Data Subjects, provided that MRI may so combine Personal Data for a purpose permitted under Data Protection Legislation if directed to do so by Client or as otherwise expressly permitted by the Data Protection Legislation.
- ii. MRI shall: (1) notify Client if MRI becomes aware that it is no longer able to meet its obligations under applicable Data Protection Legislation; and (2) take reasonable and appropriate steps to help ensure that Personal Data use is consistent with Client's obligations under applicable Data Privacy Legislation.

13. **Order of Precedence.** In case of any conflict or inconsistency between the provisions of this Schedule and the terms of the Master Agreement, the provisions contained in this Schedule shall prevail to the extent of the inconsistency, provided always that nothing in this Schedule shall permit MRI (or any sub-Processor) to handle Personal Data in a manner which is prohibited by this Agreement or by applicable law.

\*\*\*\*\*  
END OF DATA PROTECTION AND SECURITY SCHEDULE

**SELF-CERTIFICATION DOCUMENT**

I hereby certify that, \_\_\_\_\_ ("Client"), with a registered office located at \_\_\_\_\_

continues to utilize its License Software and/or SaaS Services in full conformity with the use rights and restrictions under its Agreement with MRI Software. Client agrees that submission of this Self-Certification does not waive any other audit rights granted to MRI under the Agreement.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MRI Client ID: \_\_\_\_\_

**Send Self-Certification Document to:**

Fax: 216-803-4339

Email: [legal@mrisoftware.com](mailto:legal@mrisoftware.com)

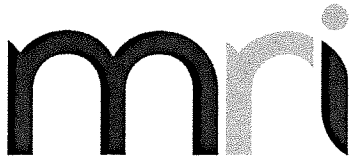
Mail: MRI Software, LLC

Attn: Legal Department

28925 Fountain Parkway

Solon, Ohio 44139

All documents must be received prior to its certification date.



REAL ESTATE SOFTWARE

## Certificate of Completion

### Document Information

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### Signatures/Initials

Roman Telerman

Signed: 2/22/2024 7:50:10 PM EDT

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MRI Secure Sign Signature by:

*Roman Telerman*

374147dd-a613-4d4d-bd05-11854a3adbc3



Signed: Tim O'Hare

Title: County Judge

Date: \_\_\_\_\_

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

*Kimberly Collier Wesley*  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.