



ADD-ON ORDER DOCUMENT RECURRING SOFTWARE SERVICES

This Order Document incorporates by reference and is governed by the terms and conditions of the Order Document dated **Sep 1, 2020** between MRI and Client and the Master Agreement, the SaaS Services Schedule, the Limited Software License Maintenance and Support Schedule, and the Professional Services Schedule incorporated therein (collectively, the "Agreement"), and this Order Document is effective as of **Sep 1, 2023** (the "Effective Date"). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document unless signed prior to that date.

El Dorado County Public Housing Authority ("Client")
2900 Fairlane Court
Placerville CA 95667

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

Signature: Wendy Thomas

Signature: Roman Telerman 8/17/2023

Print Name: Wendy Thomas

Print Name: Roman Telerman

Title: Chair, Board of Supervisors

Title: Chief Financial Officer

ADDITIONAL SAAS SERVICES			
Products	License Metric	Additional Quantity	Territory
Happy			
1099s and Payment History	Units Named Users	0.00 3.00	North America
AssistanceCheck-Online Assistance Portal	Units Named Users	0.00 3.00	North America
Custom Forms	Units Named Users	0.00 3.00	North America
FSS Pro	Units Named Users	0.00 3.00	North America
iDIA System	Units Named Users	0.00 3.00	North America
iFile	Units Named Users	0.00 3.00	North America
Inspections	Units Named Users	0.00 3.00	North America
Occupancy	Units Named Users	0.00 3.00	North America
Payments	Units Named Users	0.00 3.00	North America
Report Writer	Units Named Users	0.00 3.00	North America



Tenant Accounts Receivable (TARs)	Units	0.00	North America
	Named Users	3.00	
Waiting List	Units	0.00	North America
	Named Users	3.00	
WaitListCheck-Online Application Collection	Units	0.00	North America
	Named Users	3.00	

PAYMENT TERMS

- The additional Fees for the above Services and corresponding License Metric Quantity are **USD 2670.00 annually, payable Annual in advance.** The Services fees are subject to the terms and conditions of the Agreement, including, without limitation, footnotes (1) and (2) as well as the Initial Term and any Renewal Term(s) of the Order Document with an effective date September 1, 2020. The first invoice for such additional Fees shall be pro-rated to align with the Client's current invoice term. Thereafter, the above listed additional Fees shall be renewed, billed, payable, and subject to any increases in conjunction with the Client's current Fees.

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.

An **"Affordable Unit"** is a Unit that is rented or leased to a tenant that, based on income, is eligible for rent subsidies from federal, state, or local government agencies.

An **"Advance Named User"** a Named User who is authorized to do web authoring and has self-service access which is greater than a Named User.

An **"Amendment"** is a variation to a Contract.

A **"Contract"** is an agreement to lease retail space rented to a tenant for the operation of a business and is characterized by a unique tenant, a unique mailing address, or a unique physical location.

A **"Commercial Lease"** or a **"Lease"** is a space rented or designed to be rented to a tenant for commercial use, including without limitation, an office space, a retail store space, a warehouse space, or an industrial building space and is characterized by a unique tenant, a unique mailing address, or a unique physical location. Leases and Commercial Leases include without limitation Retail Leases.

A **"Conventional Unit"** is a Unit that is rented or leased to a tenant that, based on income, is eligible for rent subsidies from federal, state, or local government agencies.

A **"Concurrent Workplace User"** may be accessed and used by up to the number and type of Workplace Users indicated in the table above, and the number and type of Workplace Users using those Products simultaneously may never exceed the number and type of permitted Workplace Users. The total number of permitted Workplace Users that may use Client's Products simultaneously is equal to the quantity of Concurrent Workplace Users listed in the table above.

A **"Concurrent Employee Self Service User"** may be accessed and used by up to the number and type of Self Service Users indicated in the table above, and the number and type of Self Service Users using those Products simultaneously may never exceed the number and type of permitted Users. The total number of permitted Self Service Users that may use Client's Products simultaneously is determined by the size of the Concurrent User Pack purchased by Client as



indicated in the table above. By way of example, a 50 Concurrent User Pack permits up to 50 Self Service Users to simultaneously access Client's Products. An Enterprise Pack allows an unlimited number of Self Service Users to simultaneously access Client's Products.

A **"Concurrent User"** license permits Client to assign an unlimited number of User IDs to its employees or Affiliates' employees, but simultaneous access to the Software License is limited to the number of authorized concurrent licenses paid for and held by the Client.

A **"Debt Contract"** or **"Loan Contract"** is an agreement in which a debtor agrees to repay funds to a lender.

A **"Depreciation Book"** is a set of terms which defines one of the depreciation methods specifying how a particular fixed asset should be depreciated and the resulting calculations.

"DHCR Units" are those Units regulated by New York's Division of Housing and Community Renewal.

An **"Inquiry User"** or **"Read Only user"**, license restricts user access to certain limited view only and report retrieval capabilities. Clients can assign Inquiry Only User IDs to a fixed number of Client Users whose simultaneous access to the system is limited to the number of authorized inquiry only licenses paid for and held by the Client.

An **"I&R Square Foot"** is the Industrial and Retail Square Foot.

An **"Integration Profile"** is a blue-print for mapping from a specified third party data source into MRI Investment Management. The integration profile includes the field mapping and transformation logic to get the data into a usable format.

An **"Invoice"** is a request for payment initiated by one party to another.

A **"Joint Venture"** is a business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing a specific task. This task can be a new project or any other business activity. In a joint venture (JV), each of the participants is responsible for profits, losses and costs associated with it. However, the venture is its own entity, separate and apart from the participants' other business interests.

"Licensed Training Academy Courses" are the MRI or Client designed online training courses hosted by MRI through its Training Academy.

A **"Mobile App Device License"** shall mean the number of unique log ins on the mobile device application.

A **"Message Unit"** is a received SMS text (outbound or inbound), a sent email, or in a voice call situation each thirty second increment.

A **"Named User"** license permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licensed Program is limited to those specific named users.

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

A **"Owned or Other Document"** is a Contract that is not a Lease Contract or Amendment.

A **"Packet"** is an individual file containing a single document or multiple documents which are sent to a recipient via the Secure Sign product. An initiated, completed, canceled, incorrect, or incomplete file will be counted so long as it is sent out of the Secure Sign product, regardless of the status.

A **"Project"** is a real estate project the completion of which results in a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

A **"Portal"** is a single URL provided for Client's use with Investor Connect Portal.

"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.



A **"Property"** is a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

A **"Retail Lease"** is a Lease for retail stores to operate their business. Retail Leases shall be counted toward the total number of Commercial Leases purchased and shall not be additive to the total number of Commercial Leases purchased. By way of example, a Client purchasing 100 Retail Leases and 200 Commercial Leases shall have 50% of its Commercial Leases used as Retail Leases. Such Client shall only be entitled to use the Software on a total of 200 Leases. Clients purchasing Retail Leases must at the same time purchase at least the same number of corresponding additional Commercial Leases.

"SaaS Flex", if listed, shall entitle the Client to a dedicated installation of the software inclusive of dedicated server instances (e.g., web and API farms, Reporting farms, SQL, etc.).

"SaaS Prime", if listed, shall entitle the Client to a dedicated installation of the software inclusive of dedicated server instances (e.g., web and API farms, Reporting farms, SQL, etc.). In a Prime environment the Client is also entitled to dedicated network segments that are logically separated from the rest of the MRI SaaS environment and inclusive of a dedicated active directory.

"Square Foot" is the measurement of the entire space.

"Training Academy" is the MRI online services to which Client is granted access under this Order Document, including but not limited to programs, components, internet-based services, content, technology, tools, updates, help content, and new releases. For the purposes of the terms of the Agreement, the Training Academy and Licensed Training Academy Courses shall be treated as if they are SaaS Services and subject to the terms of the Agreement as if it were SaaS Services, including without limitation license grants, use rights, renewals.

"Training Admin" is the Client designated employee who receives access to the Licensed Training Academy Courses.

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.

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 September 1st 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.

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #786653

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the governing Contract ("Agreement") dated September 1, 2020 between **HAPPY Software of MRI Software LLC** ("MRI") and **El Dorado Public Housing Authority** ("Client") and is effective as of **July 1, 2023** ("Effective Date").

Client Name: **El Dorado Public Housing Authority**
Date: **July 1, 2023**

PROJECT SCOPE AND SUMMARY

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

Housing Pro New User Training and 3 New User Licenses

- Internet Training
 - Initial and Follow up Training to covers all aspects of module
 - Waiting List, WaitListCheck, Occupancy, iFile, Inspections, FSS Pro, iDIA, 1099s, TARs, Report Writer
- Project Management
 - Assist with calls and questions for training
 - Send any follow up after training sessions
 - Confirming WLC is ready to open
- Cloud Configuration for New Users
 - Create and setup new Cloud Workspaces
 - Three (3) users

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, 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.

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.
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 gpsrequests@mrsoftware.com.

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Software and Software Documentation is provided in English only. Training and Support is provided in English with optional Spanish Language Assistance.



Statement of Work – Work Authorization



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 invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

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).



Statement of Work – Work Authorization



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	6 hours	Fixed fee	\$1,140
Internet Training	\$190	13 hours	Fixed fee	\$2,470
Cloud Config for New Users	\$190	3	Users	\$570
MRI Services Total				\$4,180

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.

El Dorado Public Housing Authority

* Signature:

Alyson McMillan

* Name:

Alyson McMillan

* Date:

09/01/2023

* Indicates required field

