

4868

ORDER DOCUMENT #1
 SAAS SERVICES

This Order Document is effective as of September 1, 2020 (the "Effective Date"). 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. The terms and conditions found at www.mrisoftware.com/termsandconditions ("MRI Terms and Conditions"), are incorporated by reference and made a part of this Order Document as fully as if set forth herein. The MRI Terms and Conditions may be amended from time to time by MRI. 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 license, this Order Document, the Master Agreement, the Limited Software License 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 License 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.

El Dorado County Public Housing Authority ("Client")
 3047 Briw Road
 Placerville, CA 95667

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

Signature: Brian K. Veerkamp

Print Name: Brian K. Veerkamp

Title: Board of Supervisors, Chair

Signature: Roman Telerman

Print Name: Roman Telerman

Title: CFO



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

CLIENT CONTACT INFORMATION	
Administrator: <u>Margaret Williams, Health Program Manager</u> Address: <u>El Dorado County Health & Human Services Agency</u> <u>937 Spring Street, Placerville, CA 95667</u> E-mail: <u>margaret.williams@edcgov.us</u> Voice: <u>530-642-7164</u> Fax: _____ Cell: _____	Technical Contact/Download Recipient: <u>Sarah DeStefano</u> <u>Program Coordinator, Public Housing Authority</u> <u>3047 Briw Road, Placerville, CA 95667</u> E-mail: <u>Sarah.destefano@edcgov.us</u> Voice: <u>530-621-5538</u> Fax: <u>530-663-8472</u> Cell: _____
Billing Contact: <u>Pam Wittman, Program Manager, Fiscal Division</u> Address: <u>3057 Briw Rd. Ste B, Placerville, CA 95667</u> E-mail: <u>CSinvoice@edcgov.us</u> Voice: <u>530-295-6913</u> Fax: _____	

SAAS SERVICES			
Products	License Metric	Quantity	Territory
1099s and Payment History	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
AssistanceCheck - Online Assistance Portal	Portal	Up to 1 Portal	USA
Custom Forms	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
FSS Pro	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
HQS Mobile Inspections (iPad)	Mobile Users	Up to 5 Mobile Users	USA
iDIA (Integrated Document Imaging Archive) System	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
iFile	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Inspections	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Occupancy	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Payments	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Remote Screen Sharing	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Report Writer	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Tenant Accounts Receivable (TARs)	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Waiting List	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
WaitListCheck - Online Application Collection	Users Units	Up to 10 Named Users Up to 414 Units (inclusive of addition)	USA
Database	Each	Up to 1 Production	USA



Professional Services Subscription			
Professional Services Subscription	License Metric	Quantity	Territory
Configuration Maintenance Services	Configurations	Configurations: 9.1 Custom Payment Export (Does not include Upgrade assistance for Configurations)	US

ADDITIONAL SAAS SERVICES			
Products	License Metric	Quantity	Territory
Additional 40 Units	Units	Up to 414 Units (inclusive of addition)	USA

FEES, PAYMENT AND TERM		
Initial Term (1)	Effective Date	First Twelve Months SaaS Fees (2)(3)
Five (5) Years	September 1, 2020	\$23,699 (Inclusive of Additional SaaS Services Fees)
(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement. (2) 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 a half percent (3.5%). 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.		
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 SaaS Services until such payment is received.		

LICENSE METRICS AND USE RIGHTS DEFINITIONS
Definitions 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 AHR Units and DHCR Units. 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. 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 SaaS Services is limited to the number of authorized concurrent licenses paid for and held by the Client. 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 <u>up to</u> 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. 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.

PROFESSIONAL SERVICES SUBSCRIPTION TERMS AND CONDITIONS

1 CONFIGURATION MAINTENANCE SERVICES

1.1 During the Term of this Agreement, MRI will provide the Consultancy Hours annually, as applicable based on the License Metrics. Unless otherwise agreed in this Order Document, Assured Services may be used only by the Client and may not be sold or transferred.

1.2 Consultancy Hours may be redeemed by executing one or more Statements of Work or Order Document (individually and collectively an "SOW") with MRI for an agreed upon scope of services which lists the Consultancy Hours to be used. All quotes for the SOW are at MRI's discretion and MRI reserves the right to refuse any engagement prior to signing the SOW. MRI will perform the mutually agreed upon Professional Services for Client described in the 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 Order Document and the terms of a SOW, the terms of this Order Document shall prevail.

1.3 All Consultancy Hours be used within twelve (12) months of the Effective Date or anniversary of the Effective Date, whichever is applicable. Subject to payment of all fees, Consulting Hours will be available to the Client on the Effective date or the anniversary of the Effective Date, whichever is applicable. All Consulting Hours not used within twelve (12) months from its date of availability will expire. Consulting Hours do not roll over from year to year and may not be applied retroactively. There will be no refunds for unused Consulting Hours. Notwithstanding the foregoing, Consulting Hours may be used in a subsequent the twelve (12) month period to the extent that they are used to complete the SOW scope for an SOW that was executed during the current twelve (12) month period utilizing the Consulting Hours for that year.

2 CLIENT OBLIGATIONS.

2.1. 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. The Client will provide the following information at the time of any scheduled Upgrade: Administrator access, including logins and passwords, for all equipment involved in the upgrade process; SQL Server Administrator login and password (if applicable); System Administrator password for the MRI application. 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.

2.2. Unless expressly agreed in this Order Document or in the applicable SOW, it is the Client's sole responsibility to (i) test MRI functionality and all Application Toolkit modifications and/or Configurations, (ii) contact MRI Client Services for resolution to application (functional) issues or questions regarding the database, (iii) apply hot fixes, if necessary. If data errors must be escalated to MRI Client Services, the Client will be billed at the Client's then standard Technical Consulting rates.

2.3. No Client User will have access to MRI product during any production Upgrade.

2.4. 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. 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.

MRI SERVICES.

MRI offers additional services, features, products, applications, online communities, or promotions ("Additional Services"). If Client elects to use such Additional Services, Client may be subject to additional terms and conditions governing these Additional Services and separate fees may apply. Client acknowledge that in accessing certain Additional Services through MRI, the Client may upload or enter certain data from Client's account(s) such as names, addresses and phone numbers, purchases, and sales among others, to the Internet. Client hereby grants MRI permission to use information about Client's business and usage experience to enable MRI to provide the Services to Client, including updating and maintaining Client's data, addressing errors or service interruptions, and to enhance the types of data and services MRI may provide to Client in the future. Client also grants MRI permission to combine Client's business data, if any, with that of others in a way that does not identify Client or any individual personally to improve services and to compare business practices with other company standards. MRI may use Client's data to create, market or promote new MRI offerings to Client and others.

3 ADDITIONAL AGREEMENTS.

4 Use of Consultancy Hours are governed by the terms of the Agreement entered into between Client and MRI. In the event of any conflict between the terms of this Order Document and the Agreement, the terms of the Agreement shall control and govern.

MAINTENANCE AND TECHNICAL SUPPORT
Maintenance Level: ☒ Standard

Fees: Maintenance is included in the SaaS Fees.

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: <u>Margaret Williams</u>	Name: <u>Sarah DeStefano</u>
Title: <u>Health Program Manager</u>	Title: <u>Program Coordinator, Public Housing Authority</u>
Phone: <u>530-642-7164</u>	Phone: <u>530-621-5538</u>
Address: <u>937 Spring Street, Placerville, CA 95667</u>	Address: <u>3047 Briw Road, Placerville, Ca 95667</u>
Email: <u>Margaret.williams@edcgov.us</u>	Email: <u>Sarah.destefano@edcgov.us</u>

ADDENDUM to 4868
ORDER DOCUMENT #1 SAAS SERVICES FOR Client ID: X601999
HAPPY Software, LLC, an MRI Software LLC Company ("MRI")
LIMITED SOFTWARE LICENSE AND
MAINTENANCE AND SUPPORT SCHEDULE AGREEMENT

The statements included in this Addendum are hereby incorporated by reference into the Order Document #1 and Master Agreement (the "Agreement") dated September 1, 2020, executed by El Dorado County Public Housing Authority and Happy Software LLC, an MRI Software LLC company, to which this Addendum is attached. Any references to the Agreement in the Order Documents or related agreements between El Dorado County Public Housing Authority and Happy Software LLC, an MRI Software LLC company shall also include this Addendum.

Pursuant to the section in Order Document #1 titled "PROFESSIONAL SERVICES SUBSCRIPTION TERMS AND CONDITIONS," Article 1 titled "CONFIGURATION MAINTENANCE SERVICES," the following language will hereby be added to the end of section 1.2: "Submission of one or more SOWs for additional training and/or additional professional services during the course of the Agreement shall be permissible, without an amendment, for additional professional services not to exceed \$6,000.00 over the entire term of the Agreement."

The maximum contractual obligation under this Agreement shall not exceed \$133,086.00 for all of the stated services during the term of the Agreement.

The following Sections of the Agreement are hereby amended as follows:

1. Section 10.8 is hereby amended to include the following:
The sender shall address all notices, changes of address of the parties, requests, demands or other communication as follows:

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
937 Spring Street
Placerville, CA 95667
ATTN: Contract Administrator

Or to such other location as the County directs.

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to MRI:

HAPPY Software, LLC, an MRI Software LLC Company ("MRI")
Attn: Legal Team
28925 Fountain Parkway
Solon, OH 44139

Or to such other location as MRI directs.

2. The following Section 11 shall be added:

Insurance. Contractor shall provide proof of a policy of insurance to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
 - B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
 - C. Cyber liability of not less than \$1,000,000.00 per occurrence.
 - D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
 - 1. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
 - E. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
 - F. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - G. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
3. Section 1.5 is hereby amended to include the following: For County purposes, the County Officer or employee with responsibility for administering this Agreement is Margaret Williams, Health Program Manager, Health and Human Services Agency, or successor.