



11 Federal Street • Saratoga Springs, NY 12866
 518-584-4668 • 888-GT-HAPPY • Fax: 518-584-5388
 www.happysoftware.com

December 4, 2012 (Original Invoice Date: August 29, 2012)

RECEIVED

DEC 12 2012

EDC HUMAN SERVICES
 HOUSING PROGRAMS

Ms. Sara DeStefano, Program Coordinator
 El Dorado County Public Housing Authority
 El Dorado County Department of Human Services
 3057 Briw Road, Suite A
 Placerville, CA 95667

Total Due:	\$8,536.00
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TAX ID: 16-1521627

Invoice #: 23570

PO #: 201306944

PAST DUE

Third Invoice Support Renewal

HAPPY Support Renewal

Item	Start Date	End Date	Price	Qty	Price
Waiting List Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$588.00	1	\$588.00
Occupancy Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$1440.00	1	\$1,440.00
FileMTCS Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$626.00	1	\$626.00
Tenant Accounts Receivable Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$626.00	1	\$626.00
Inspections Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$832.00	1	\$832.00
History Renewal for 1 Year	11/1/2012	10/31/2013	\$0.00	1	\$0.00
Custom Forms Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$471.00	1	\$471.00
FSS Pro Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$1010.00	1	\$1,010.00
HQS Mobile Inspections (iPad) Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$471.00	1	\$471.00
Remote Screen Sharing Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$177.00	1	\$177.00
WaitListCheck - Online Applicant Status System Support and Web Hosting Renewal for 1 Year	11/1/2012	10/31/2013	\$750.00	1	\$750.00
WaitListCheck - Online Application Collection System Support and Web Hosting Renewal for 1 Year	11/1/2012	10/31/2013	\$750.00	1	\$750.00
iDIA System Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$795.00	1	\$795.00

Total HAPPY Support Renewal: \$8,536.00

Agency is responsible for sales and use tax if applicable.

1.5% Monthly Late Fee Charged on all Overdue Payments.

If payment has already been sent, please disregard this invoice.

Total Due:	\$8,536.00
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Please write the invoice number on your check and make payable to:

HAPPY Software, Inc.
11 Federal Street
Saratoga Springs, NY 12866

Payment is Due Immediately



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 www.happysoftware.com

August 29, 2012

RECEIVED
 SEP 12 2012

Ms. Sarah DeStefano, Program Coordinator
 El Dorado County Public Housing Authority
 El Dorado County Department of Human Services
 3057 Briw Road, Suite A
 Placerville, CA 95667

Total Due:	\$8,536.00
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TAX ID: 16-1521627

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Invoice Support Renewal

HAPPY Support Renewal

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- Occupancy Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$1440.00	1	\$1,440.00
- FileMTCS Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$626.00	1	\$626.00
- Tenant Accounts Receivable Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$626.00	1	\$626.00
- Inspections Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$832.00	1	\$832.00
History Renewal for 1 Year	11/1/2012	10/31/2013	\$0.00	1	\$0.00
- Custom Forms Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$471.00	1	\$471.00
- FSS Pro Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$1010.00	1	\$1,010.00
- HQS Mobile Inspections (iPad) Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$471.00	1	\$471.00
Remote Screen Sharing Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$177.00	1	\$177.00
WaitListCheck - Online Applicant Status System Support and Web Hosting Renewal for 1 Year	11/1/2012	10/31/2013	\$750.00	1	\$750.00 ✓
WaitListCheck - Online Application Collection System Support and Web Hosting Renewal for 1 Year	11/1/2012	10/31/2013	\$750.00	1	\$750.00 ✓
iDIA System Renewal for 1 Year - HP	11/1/2012	10/31/2013	\$795.00	1	\$795.00 ✓

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Total HAPPY Support Renewal: \$8,536.00

8/29/2012

Invoice Number: 23570
 12-1554.C.3 of 11

Agency is responsible for sales and use tax if applicable.

1.5% Monthly Late Fee Charged on all Overdue Payments.

If payment has already been sent, please disregard this invoice.

Please write the invoice number on your check and make payable to:

Total Due:	\$8,536.00
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HAPPY Software, Inc.
11 Federal Street
Saratoga Springs, NY 12866

Payment is Due: November 1, 2012



11 Federal Street • Saratoga Springs, NY 12866
 518-584-4668 • 888-GT-HAPPY • Fax: 518-584-5388
 www.happysoftware.com

October 22, 2012

Ms. Sarah DeStefano, Program Coordinator
 El Dorado County Public Housing Authority
 El Dorado County Department of Human Services
 3057 Briw Road, Suite A
 Placerville, CA 95667

**Purchase Agreement
 Support Renewal**

I, Ms. Sarah DeStefano, Program Coordinator of the El Dorado County Public Housing Authority am authorized and agree to purchase from HAPPY Software, Inc. the products and services listed below.

HAPPY Support Renewal

<u>Item</u>	<u>Price</u>	<u>Quantity</u>	<u>Price</u>
Waiting List Renewal for 1 Year - HP	\$588.00	1	\$588.00
Occupancy Renewal for 1 Year - HP	\$1440.00	1	\$1,440.00
FileMTCS Renewal for 1 Year - HP	\$626.00	1	\$626.00
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Custom Forms Renewal for 1 Year - HP	\$471.00	1	\$471.00
FSS Pro Renewal for 1 Year - HP	\$1010.00	1	\$1,010.00
HQS Mobile Inspections (iPad) Renewal for 1 Year - HP	\$471.00	1	\$471.00
Remote Screen Sharing Renewal for 1 Year - HP	\$177.00	1	\$177.00
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WaitListCheck - Online Application Collection System Support and Web Hosting Renewal for 1 Year	\$750.00	1	\$750.00
iDIA System Renewal for 1 Year - HP	\$795.00	1	\$795.00
Total HAPPY Support Renewal:			\$8,536.00



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Total Due: \$8,536.00

Notes and Conditions

Payment Terms are Net 30 days after delivery. A 1.5% monthly charge will be applied to all late payments. This agreement is subject to the terms and conditions of the HAPPY Software License and Definition of Support, and is final and binding unless cancelled in writing within 10 days of signing. Additional terms are not accepted. New York State is the choice of law and forum for any actions brought regarding this agreement. Purchaser is responsible for any applicable sales and use tax.

x *Jennifer Terito*
Ms. Jennifer Terito, Operations Manager
HAPPY Software, Inc.

10/22/12
Date



C-1858 23570 10/22/2012 2:18:59 PM



Software Use License

PLEASE READ CAREFULLY

Definitions

- (i) "Activation Code" means the code provided or reissued by HAPPY Software, Inc. (HAPPY) that permits Use of the Software and for which the Agency has paid the appropriate fees.
- (ii) "Agency" means a Housing Authority as defined by the U.S. Department of Housing and Urban Development or HUD.
- (iii) "Content" means all data, text, images, documents, and any other information or materials uploaded by or on behalf of you in connection with your use of the Software.
- (iv) "Purchase Agreement" means the HAPPY document that specifies the Software licensed to the Agency.
- (v) "Information" means personally identifiable information.
- (vi) "Installed User" means the number of active users registered in the software. An Agency's permitted number of Installed Users is set forth on the Purchase Agreement.
- (vii) "Licensee" collectively refers to the Agency and the Installed Users using the Software.
- (vii) "Service Term" means the period of time for which you have elected to pay for and/or use a Service.
- (ix) "Software" means proprietary HAPPY product(s) or services, associated documentation, any updates, additional modules, or additional software provided by HAPPY Software in connection therewith.
- (x) "Use" means that the Software is either loaded in the temporary memory of a computer or installed in the permanent memory of a computer.

Using the Software binds you to the terms of this Software Use License. If Licensee does not agree to the terms of this License, Licensee must not install, copy, download, access or Use the Software, and Licensee must promptly notify HAPPY in writing. HAPPY reserves the right to modify, alter or otherwise update this License at anytime.

Ownership

The Software is licensed, not sold, to you by HAPPY for Use only under the terms of this License, and HAPPY reserves any rights not expressly granted to you. HAPPY shall, at all times, retain title to and ownership of all Software, regardless of its form, including without limitation, any and all revisions, custom development, updates, upgrades, modifications, bug fixes and enhancements to the Software. The Licensee specifically acknowledges and agrees that it shall not acquire any ownership interest or proprietary right to any Software by virtue of this Use License.

Restrictions

The Software contains trade secrets in its human perceivable form and, to protect them, you may not reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable form. You may not modify, adapt, translate, rent, lease, loan or create derivative works based upon the Software or any part thereof. The Software produces copyrighted forms and other proprietary materials during normal Use. Your Agency is allowed full Use of these materials within your Agency only, and is barred from distributing these materials for Use by any other party. You may not distribute, integrate, transmit, or provide access to the Software to any software provider that is generally competitive with HAPPY Software product offerings.

Terms and conditions subject to change - 9/2011

Limited Warranty

HAPPY warrants for a period of ninety (90) days from your date of purchase that the Software will substantially conform to the published specifications. In no event does HAPPY warrant that the Software is error free, that the Agency will be able to operate the Software without problems or interruptions, or that the Software will operate without conflict with other systems or software programs. HAPPY does not warrant that HAPPY's servers and software are free of viruses or other harmful components, or that HAPPY's security procedures and mechanisms will prevent the loss or alteration of or improper access to information or content by third parties. HAPPY's entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at HAPPY's option, a refund of the purchase price or repair or replacement of the Software. This limited warranty is the only warranty provided.

Limitation of Liability

In no event will HAPPY, its parent, subsidiaries or any of the licensors, directors, officers, employees or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever including without limitation, damages for loss of business profits, business interruption, loss of business information and the like, whether foreseeable or unforeseeable, arising out of the Use of or inability to Use the Software or accompanying materials, regardless of the basis of the claim and even if HAPPY has been advised of the possibility of such damage.

Termination

This License is effective until terminated. This License will terminate immediately without notice from HAPPY if you fail to comply with any provision of this License. Upon such termination you must immediately cease using and destroy the Software, all accompanying written materials and all copies thereof. Outdated versions of the Software automatically terminate if not updated to ensure compliance with Federal Regulations. Licensee may terminate this license by providing sixty (60) days prior written notice to HAPPY. In the event of any termination of this license, Licensee shall promptly return to HAPPY all copies of the Software and verify in writing that all copies of the Software have been destroyed within sixty (60) days. HAPPY reserves the right to delete any data files associated with Content, Information, or Use upon termination.

The following terms and conditions apply to the HAPPY and Housing Pro database products only.

Grant of Rights

You may Use the Software at one Agency only and only for the number of Installed Users specified in your Purchase Agreement(s). You may be required to enter or re-enter an Activation Code provided by HAPPY to Use the Software. You may Install the Software on a common storage device which is accessible by multiple computers at your site as long as each computer that accesses the Software is an Installed User. You may make one copy of the Software in machine readable form solely for backup purposes. You may not transfer your rights under this License to another party under any circumstances. HAPPY or its independent accountants reserve the right to examine Agency's books, records and accounts during Agency's normal business hours or to electronically transmit and collect information solely for the purpose of verifying compliance with the above provisions. In the event such audit discloses that the number of Installed Users is exceeded, Agency will promptly pay to HAPPY the appropriate license fee for the additional computers or users. At HAPPY's option, HAPPY may terminate this license for failure to pay the required license fee.

Third-Party Beneficiary

Licensee is notified that FileMaker®, Inc. is a third-party beneficiary to this License to the extent that this License contains provisions that relate to Licensee Use of the bundled software. In no event shall Bundle Redistributor or its suppliers be liable in any way for consequential, incidental, indirect or special damages whatsoever arising out of use of or inability to use the software.

The following terms and conditions apply to all HAPPY hosted web service applications only.

Privacy Policy

Use of HAPPY web services are subject to the HAPPY Software, Inc. Online Privacy Policy. A copy of this policy is available online at <http://www.waitlistcheck.com/policy.php>.

Terms and conditions subject to change - 9-2011

Access to Services

Your ability to access the services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. HAPPY is not responsible for any equipment you may need to be able to access the services.

To gain access to and use the services, you may be required to create a login ID and password ("Log-In Information"). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share your Log-In Information with third parties. HAPPY has no obligation or responsibility with regard to your use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, HAPPY may require you to change your Log-In Information if such Log-In Information is inconsistent with the terms of this agreement.

Content

You may upload Content to the service in connection with your use of the service. HAPPY does not verify, endorse, or claim ownership of any Content, and you retain all right, title, and interest in and to the Content. HAPPY does not store Content except as necessary for HAPPY to perform the service. HAPPY shall make commercially reasonable efforts to block the uploading of Content to the service that contains viruses detected by using industry standard virus detection software. Notwithstanding anything to the contrary herein, HAPPY has no responsibility or liability for the deletion or accuracy of Content; the failure to store, transmit or receive transmission of Content (whether or not processed by the service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the service. Certain features of the service enable you to specify the level at which such service restrict access to your Content. You are solely responsible for applying the appropriate level of access to your Content.

Use Restrictions

Access to and use of the service is subject to all applicable international, federal, state and local laws and regulations. You agree not to use this service in any way that violates such laws or regulations. In connection with your access or use of the service, you agree not to:

- (i) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;
- (ii) use the service in any manner that could damage, disable, overburden, or impair any HAPPY server, or the network(s) connected to any HAPPY server or interfere with any other party's use of the Service;
- (iii) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any HAPPY server or to the service, through hacking, password mining, or any other means;
- (iv) obtain or attempt to obtain any materials or information through any means not intentionally made available through the service;
- (v) sell, lease, or rent access to or use of the service, or otherwise transfer any rights to use the service under this Agreement;

If HAPPY becomes aware of any possible violations, HAPPY reserves the right to investigate such violations, and HAPPY may, at its sole discretion, terminate immediately your license to use of the service or change, alter or remove Content, in whole or in part, without prior notice to you.

Use of the service is subject to your payment of HAPPY's charges for the services, which may vary according to the service, features, or service term to which you have subscribed (the "Service Fees"). You are responsible for paying all taxes levied in connection with your use of the services.

Signature: Jennifer Terito Date: 10/22/12

Name: Jennifer Terito

Title: Operations Manager

Terms and conditions subject to change - 9/2011

Definition of Support

PLEASE READ CAREFULLY

Definitions

- (i) "Incident" means a single issue, problem, or product usage question a Licensee requests HAPPY Software, Inc. (HAPPY) to analyze or resolve.
- (ii) "Software" means the current version of the listed modules of software of proprietary HAPPY product(s) designated on the Purchase Agreement or one single version immediately prior to the current version.
- (iii) "Support" means the assistance provided to Agency by HAPPY for the then-current version of the Software.
- (iv) "Update" means bug fixes and changes to maintain compliance with regulations. Updates are identified by a change in the number to the right of the decimal point in the product version number (e.g., Housing Pro 7.1).
- (v) "Upgrade" means a significant improvement to an existing product through added functionality and/or enhanced performance. Upgrades are identified by a change in the number to the left of the decimal point in the product version number (e.g., an upgrade from Housing Pro 7.0 to 8.0).

General.

By installing, accessing, or otherwise using the Software, Licensee agrees to be bound by these Support terms.

The Software is sold with Support. Support is sold at the time of the purchase and must be renewed at the end of each term to allow continued use of the licensed Software. Support begins upon the implementation "Go Live" date, or your Support renewal date, indicated on your Purchase Agreement and will continue for twelve (12) months. Support must be paid in advance of renewal date and is non-refundable. Support shall automatically renew for successive one-year periods unless either party delivers written notice to the other party of its intention not to renew. Termination by the Licensee requires sixty (60) days prior written notice. Support is non-transferable and is valid only for the Licensee. HAPPY may limit or terminate Support, or may elect not to renew Support to any Licensee who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by HAPPY in its sole discretion.

Description of Support and Maintenance Services

If Licensee has paid all the applicable license and support fees to HAPPY Software, Inc. (HAPPY), the following terms apply.

1. Updates

The Software is updated from time to time and whenever changes in Federal Regulations published as "Final" in the Federal Register are made and when such changes necessitate a change to the software. Changes to the Software will be made within 90 days of the effective date of the Final rule. Updates may require additional inputting or re-inputting of data by your agency and such inputting of data is not the responsibility of HAPPY. The only warranty we make is that the updated software will be fit for use and conform to the new regulations. Updates will be mailed to you, made available for download via the Internet or installed by HAPPY, at HAPPY's option. Instructions describing how to update the Software and a listing of changes to the Software will be included with Updates. Training and installation are not included. New versions of the Software will not include any customization for your agency except in modules specifically designed to survive Updates. Updates may require you to change or replace your existing hardware or system software. A new version of FileMaker® Pro, the operating environment for the Software, may be required for new versions of the Software and is not included with Updates. We reserve the right to update or change the Software at any time. Updates must be installed in a timely manner to ensure compliance with changed regulations and to avoid interruptions in use of the Software.

Terms and conditions are subject to change - 1/11

2. Technical Support

Incidents

Licensee will receive Support for an unlimited number of incidents. HAPPY will answer your questions and help you to resolve your problems with the Software to the best of our ability. HAPPY reserves the right to limit each support contact to one hour or one incident.

Availability

Support includes access to Technical Support representatives via phone, mail, email, fax, and web-based systems during regular business hours. Regular business hours are from 9:00 am to 5:00 pm Eastern Time, Monday through Friday. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond HAPPY's control. Phone and other communication charges for contacts with HAPPY are the responsibility of the Licensee.

Response Time

HAPPY will attempt to respond to Licensees within published response times. This shall not be deemed a representation or warranty on HAPPY's behalf regarding the time within which a resolution, if any, may be available for any particular incident. No remedy is available for HAPPY's failure to meet the published response time goal.

Remote Assistance

In certain cases, remote access to your system may be required to most efficiently resolve an issue. HAPPY uses an industry standard remote assistance tool to provide this Support and reserves the right to refuse service or charge for Support should remote assistance via our standard tool be denied.

Limitations

Support shall not include or be responsible for Incidents resulting from the following:

- Third-party services, products, or service providers
- Hardware, network or system connections or configurations
- Migration of Software to a new server or host computer
- Improper use, operation or neglect of the Software
- Alteration or modification to the Software
- Failure to implement recommendations in respect to solutions
- Use of the software for a purpose for which it was not designed
- Use that is inconsistent with published regulations and official guidance

Incidents not included in the standard Support contract will be billed at standard hourly rates. HAPPY will notify the Licensee in advance if a fee will be charged for services outside the scope of "Support".

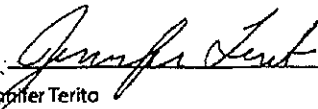
Upgrades

Upgrades to the software are not included in the Support contract. Availability, pricing and information about Upgrades, including required database engine changes, will be provided in advance.

Terms and Conditions

HAPPY shall have the right to change or add to the terms of Support at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Support (including but not limited to pricing, technical support options, and other support-related policies) upon notice by any means HAPPY determines in its discretion to be reasonable.

Signature: _____



Date: _____

10/22/12

Name: Jennifer Terito

Title: Operations Manager

Terms and conditions are subject to change - 1/11