

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("Yardi"), and

County of Santa Fe Housing Authority ("Client")
52 Camino de Jacobo
Santa Fe, NM 87507

enter into this agreement including any schedules, exhibits or other attachments (this "Agreement") effective as of the Effective Date [defined in section 1 (Definitions), below].

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "Anniversary Date" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "Business Purposes" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "Client Data" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "Contractor" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "Deliverable" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "Designated User" or "DU" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "Effective Date" means the date of the last party signature on this Agreement.

h. "Fees" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. "Force Majeure Event" means any event beyond the reasonable control of the party affected by such event, including without limitation fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. "Initiation Date" means the date that is 2 weeks after the Effective Date.

k. "Licensed Programs" means the software program(s) identified in Schedule A (Fee Schedule).

l. "Licensed Programs Documentation" means the user manuals and documentation for the Licensed Programs.

m. "Password" means the unique user name and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "POC(s)" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "Undisputed Fees" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

p. "Use" means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. "Yardi Cloud" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. "Yardi Cloud Services" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. Licenses. Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central.

b. Restrictions. Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display

the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. **Term and Termination.**

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's 3rd Anniversary Date (the "Initial Term") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement may be renewed for an optional 1-year renewal term (each a "Renewal Term") unless Yardi provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term." Under no circumstances will the Term of this Agreement exceed four years in total, unless if Client elects to extend the Term of this Agreement for additional Renewal Terms and obtains the required County approvals. Any such extension to the Term shall require that the parties execute an amendment to this Agreement.

b. **Termination by County.** Following the Initial Term, Client may, in its discretion, terminate this Agreement for its convenience at any time by giving Yardi written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from Yardi's receipt of the notice. Client shall pay Yardi all Undisputed Fees due as of the effective date of Client's termination but shall not be liable for payment of any Fees relating to services performed after the effective date of termination. If Client terminates this Agreement pursuant to this section 3(b) (Termination by County), Client shall not be entitled to a refund of any Fees.

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 7 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 7 days, the breaching party fails to initiate cure within 7 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud

Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. **License Fees.**

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause). Additionally, Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is less.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. **Implementation and Training.**

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges

Page 2 of 10

____ Yardi _____ Client
Confidential

Preparation Date: September 1, 2016 5:06 PM

that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services (i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)) are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "Testing Period") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts (determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)) for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. **Users and Passwords.**

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. **Application Support & Upgrades.**

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall

appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B.

f. **Application Support Hours.** Yardi's application support hours are from 6:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized 3rd party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized 3rd party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential information Definition.** "Confidential Information" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE16 audit reports and PCI DSS attestations of compliance and any information related to SSAE16 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and

Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. **Damage Limitations.**

a. **Damage Waiver.** REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. **Liability Limit.** IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

12. **Ownership.**

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title and interest in and to Client Data.

13. **Indemnification.**

a. **Indemnity.** Yardi agrees to defend, indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

b. **Indemnity Conditions.** Yardi's defense and indemnification obligation per section 13(a) (Indemnity) is conditioned upon the

following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

c. **Injunction.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

14. **Programming Services.**

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "Programming Services").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. **Assignment.**

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "Permitted Exceptions"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. **Outsourcing.**

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service

providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Dispute Resolution. In the event of a dispute arising out of or related to this Agreement, the parties shall first mutually cooperate to resolve the dispute in good faith through informal discussion and negotiation. If the dispute is not resolved by informal discussions between the parties, resolution of the dispute will be taken to a member of Yardi's senior management or the Yardi EVP and Client's County Manager. If a dispute cannot be resolved within 30 days through informal discussion and negotiation, the parties may proceed to litigation in the state or federal court of the state of New Mexico, First Judicial District.

18. General Provisions.

a. Independent Contractor Status. The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. Governing Law. This Agreement shall be governed and determined by the laws of the United States and the State of New Mexico as such laws are applied to agreements made and performed entirely within the State of New Mexico.

c. Venue. Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in the City of Santa Fe, State of New Mexico (or the court of competent jurisdiction closest to the City of Santa Fe, NM if no court of competent jurisdiction resides in the City of Santa Fe, NM), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. Injunctive Relief.

(i) Yardi Injunctive Relief. The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 15 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 15 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) Client Injunctive Relief. The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

e. Binding Effect. This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. Notices.

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:

Attn: Executive Director
COUNTY OF SANTA FE HOUSING AUTHORITY
52 Camino de Jacobo
Santa Fe, NM 87507

With a copy to:

Attn: County Attorney
COUNTY OF SANTA FE HOUSING AUTHORITY
52 Camino de Jacobo
Santa Fe, NM 87507

(iii) If to Yardi:

Attn: Chief Operating Officer
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Goleta, CA 93117

With a copy to:

Attn: Legal Department
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. Waiver. The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. Severability. If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. Headings. This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. Data Use. Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

k. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. Non-Solicit/Non-Hire. The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and

until such person has not been an employee of the other party for 6 months.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi "know-your-client" requirements, processes, and/or procedures.

p. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

q. **Appropriation and Authorizations.** This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of Santa Fe County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by Client to Yardi. Such termination shall be without penalty to Client, and Client shall have no duty to reimburse Yardi for expenditure made in the performance of this Agreement following the effective date of termination. Client is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by Client. Client's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Yardi in any way or forum, including a lawsuit. If Client terminates this Agreement pursuant to this section 18(q) (Appropriation and Authorizations), Client shall not be entitled to a refund of any prepaid Fees.

r. **Agent for Service of Process.** Yardi hereby appoints Corporation Service Company located at 123 East Marcy Street, Suite 101, Santa Fe, NM 87501 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. Yardi acknowledges and agrees that service upon its designated agent shall have the same effect as

though Yardi were actually and personally served within the state of New Mexico.

s. **New Mexico Tort Claims Act.** Any tort liability incurred by Client in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. No provision of this Agreement modifies or waives Client's (i) sovereign immunity under common law or statute, or (ii) limitation of tort liability under the New Mexico Tort Claims Act.

COUNTY OF SANTA FE HOUSING AUTHORITY ("Client")

By: [Signature]
Print Name: Tony Flann
Title: DEPUTY County Manager
Date: 9-28-16

COUNTY OF SANTA FE

By: _____
Approved as to form
Santa Fe County Attorney
Print Name: [Signature]
Date: 9/28/16
Title: County Attorney
Date: _____

COUNTY OF SANTA FE

By: Don Moya For Carole Jaramilla
Print Name: Don Moya For Carole Jaramilla
Title: County Finance Director
Date: 9-28-16

YARDI SYSTEMS, INC. ("Yardi")

By: _____
Print Name: _____
Title: _____
Date: _____
Rev. 040116

SCHEDULE A

Fee Schedule

Yardi Pin #: 100033208

Yardi Order #: 114502

Voyager SaaS Select Annual Fees

	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Total Price
Voyager PHA Property Management	Unit	493	\$20.00	\$0.00	\$20.00	\$9,860.00
Inspector General	Unit	493	\$2.00	\$0.00	\$2.00	\$986.00
Yardi eLearning	Unit	493	\$10.00	(\$2.00)	\$8.00	\$3,944.00
Total Annual Fee						\$14,790.00

Temporary Existing Program License Expiring 6 Months from Agreement Effective Date

	UOM	Count	Total Price included
Temporary Existing Program License	month	6	

Total Fees Due

	Net Price
Annual Fee	\$14,790.00
Sales Tax	as applicable
Total Due	\$14,790.00

Additional Terms

PAYMENT TERMS (excluding sales tax): 100% payable upon execution of this Agreement.

Client may change the licensed Unit count with a minimum increase/decrease of 25 Units.

Additional terms are set forth in Schedules B (Yardi SaaS Subscription Services and Governance Schedule) and C (Additional Terms) to this Agreement.

Client's Total Annual Fee is subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W); U.S. City Average for the preceding year.

until such person has not been an employee of the other party for 6 months.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties, provided, however, that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi "know-your-client" requirements, processes, and/or procedures.

p. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

q. **Appropriation and Authorizations.** This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of Santa Fe County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by Client to Yardi. Such termination shall be without penalty to Client, and Client shall have no duty to reimburse Yardi for expenditure made in the performance of this Agreement following the effective date of termination. Client is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by Client. Client's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Yardi in any way or forum, including a lawsuit. If Client terminates this Agreement pursuant to this section 18(q) (Appropriation and Authorizations), Client shall not be entitled to a refund of any prepaid Fees.

r. **Agent for Service of Process.** Yardi hereby appoints Corporation Service Company located at 123 East Marcy Street, Suite 101, Santa Fe, NM 87501 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. Yardi acknowledges and agrees that service upon its designated agent shall have the same effect as

though Yardi were actually and personally served within the state of New Mexico.

s. **New Mexico Tort Claims Act.** Any tort liability incurred by Client in connection with this Agreement is subject to the Immunities and Limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. No provision of this Agreement modifies or waives Client's (i) sovereign immunity under common law or statute, or (ii) limitation of tort liability under the New Mexico Tort Claims Act.

COUNTY OF SANTA FE HOUSING AUTHORITY ("Client")

By: _____
Print Name: _____
Title: County Manager
Date: _____

COUNTY OF SANTA FE

By: _____
Print Name: Approved as to form Santa Fe County Attorney
Date: 9-28-16
Title: County Attorney
Date: _____

COUNTY OF SANTA FE

By: Don Moya for Carole Garamido
Print Name: Don Moya for Carole Garamido
Title: County Finance Director
Date: 9-28-16

YARDI SYSTEMS, INC. ("Yardi")

By: [Signature]
Print Name: Terril Dower
Title: Senior Vice President
Date: _____
Rev. 040116

SCHEDULE A

Fee Schedule

Yardi Pin #: 100033208

Yardi Order #: 114502

Voyager SaaS Select Annual Fees

	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Total Price
Voyager FHA Property Management	Unit	493	\$20.00	\$0.00	\$20.00	\$9,860.00
Inspector General	Unit	493	\$2.00	\$0.00	\$2.00	\$986.00
Yardi eLearning	Unit	493	\$10.00	(\$2.00)	\$8.00	\$3,944.00
Total Annual Fee						\$14,790.00

Temporary Existing Program License Expiring 6 Months from Agreement Effective Date

	UOM	Count	Total Price included
Temporary Existing Program License	Person	5	

Total Fees Due

Annual Fee	Net Price	\$14,790.00
Sales Tax	As applicable	
Total Due		\$14,790.00

Additional Terms

PAYMENT TERMS (excluding sales tax): 100% payable upon execution of this Agreement.

Client may change the licensed Unit count with a minimum increase/decrease of 25 Units.

Additional terms are set forth in Schedules B (Yardi SaaS Subscription Services and Governance Schedule) and C (Additional Terms) to this Agreement.

Client's Total Annual Fee is subject to increase on each Anniversary Date, such increases shall not exceed the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W); U.S. City Average for the preceding year.

Yardi Client
Confidential

Preparation Date September 1 2016 5 08 PM

SCHEDULE B

Yardi SaaS Subscription Services and Governance Schedule

Server Management

Yardi will provide server management for Yardi Cloud servers running the Licensed Programs per the following guidelines:

1. All Yardi Cloud servers are virtualized;
2. Yardi will allocate to Client the resources required to maintain and deliver the Licensed Programs in accord with the terms of paragraphs 2 (Data and File Management) and 4 (Licensed Programs Support and Governance of Use) below;
3. All production servers are configured for high availability with redundancy within the Yardi Cloud;
4. Non-production servers are not configured for high availability;
5. Yardi will provide the following managed services as they relate to the Yardi Cloud:
 - a. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft Operating System;
 - b. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft SQL Server;
 - c. Installation, maintenance (Yardi patches and upgrades) for the Licensed Programs;
 - d. Installation, maintenance (vendor patches and upgrades) and licensing of security and anti-virus software;
 - e. Installation, maintenance (vendor patches and upgrades) and licensing of monitoring software; and
6. Yardi reserves the right to upgrade the Yardi Cloud (both the physical and virtual aspects) upon notice to Client where, in Yardi's reasonable discretion, the upgrade is necessary to keep the Yardi Cloud secure and technically industry standard.

Data and File Management

Yardi will provide data and file management services per the following guidelines.

1. Yardi will provide Client one live and one test database for the Licensed Programs.
2. Yardi will provide up to 1TB of Combined Storage (defined below) at no additional charge. Client may purchase additional Combined Storage at Yardi's then-current prevailing rate at the time of Client's request. "Combined Storage" means:
 - a. Client Data file storage on file servers; and
 - b. Client Data storage held within database servers and utilized by the Licensed Programs.
3. Production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the database backups at any time; and
4. Production data will be replicated in near-real-time both locally within the production data center, as well as to a separate, off-site disaster recovery location.

Client Access

Yardi will allow Client access to the Yardi Cloud via the following methods.

1. Via Internet URL to access and operate the Licensed Programs.
2. Via remote access the following, depending on operating requirements:
 - a. The Licensed Programs' reports path for management of the Licensed Programs support files;
 - b. A database-level query tool;
 - d. Client-server-based system administration tools provided by Yardi.

Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Licensed Programs per the following guidelines.

1. Implementation, consulting and support of the Licensed Programs and the Licensed Programs' deployed components, where applicable;
2. Yardi will periodically make available to Client (at no additional cost to Client) updates, upgrades and current versions of the Licensed Programs which will include corrections, enhancements, and/or improvements. Client reserves the right to refuse updates and upgrades of the Licensed Programs; provided, however, that Yardi reserves the right to cease application support services for versions of the Licensed Programs more than 2 years older than the latest version of the Licensed Programs generally released to Yardi's clients.

Annual Fees Include

Client's Annual Fees include access to the Yardi Cloud, Licensed Programs license Fees, Licensed Programs updates/upgrades, up to 1 Remote Administrative DU (defined below), and 30 Licensed Programs application support hours/year. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted application support allotment except when related to a Software Error. "Software Error" means a reproducible failure of the Licensed Programs to materially perform as specified in the Licensed Programs Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi - will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in section 3(a) (Term), Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours. "Remote Administrative DU" means a DU utilizing remote access software and systems to access the Yardi Cloud, Licensed Programs, and/or Client Data for system administrative purposes on behalf of Client. Yardi's Remote Administrative DU change Fee is \$100.00/change.

SCHEDULE C

Additional Terms

Additional terms for products/modules licensed in Schedule A (Fee Schedule):

1. **PHA Property Management includes:** iWait, AM Base, Conductor, Inspections, Maintenance, Electronic Banking, ACH for AP, Fixed Assets & Inventory Control, Construction/Grant Management
2. **Yardi eLearning terms:** Includes 1 test database and 1 test webshare. With respect to any content or trademarks provided by Client for use in connection with Client's Use of Yardi eLearning, Client represents that Client has all necessary right, title, and/or interest in and to any such content or trademarks ("Client Content"), and Client expressly agrees that, as between Yardi and Client, Client is solely responsible for any and all claims, damages, or costs relating to or arising out of the Client Content.

Additional DUs included with products/modules licensed in Schedule A (Fee Schedule):

1. **Property Management includes:** unlimited residential DUs

Implementation/Training Details:

1. **Implementation/Training-** Client is an existing Yardi client and has therefore requested that Yardi not be responsible for implementation or training. Client understands that if Yardi conducts implementation or training at Client's request in the future, the charge will be the then-current prevailing implementation/training rate, plus reasonable expenses, in accord with section 5(c) (On-Sites).

Concession Details:

1. All annual concessions set forth in Schedule A (Fee Schedule) are contingent upon Client maintaining the license count set forth in Schedule A (Fee Schedule). If Client reduces the initial license count by more than 10%, the concession shall be reduced in correlation to the license reduction. For example, if Client reduces the initial license count by 50%, the annual concessions set forth in Schedule A (Fee Schedule) shall be reduced by 50%.

Other Terms:

1. Client acknowledges that additional Units, DUs, and Licensed Programs [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Yardi's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional Units, DUs, or Licensed Programs at the time of Client's request. Subject to: (i) at least 5 business days prior written notice from Client; (ii) Client's execution of an amendment to this Agreement; and (iii) subject to payment of additional Fees, Yardi will increase Client's licensed maximum number of Designated Users or Units.
2. Yardi shall provide to Client a temporary self-hosted copy of Client's SaaS Select license for 6 months from the Effective Date of the Agreement to accommodate Client's upgrade to SaaS Select.