

AMENDMENT NO. 2

This Amendment No. 2 (this "Amendment") is made effective as of June 1, 2022 (the "Effective Date") by and between MRI Software LLC, with its office at 28925 Fountain Parkway, Solon, OH 44139 ("MRI") and Client (collectively the "Parties" and each a "Party").

A. WHEREAS, MRI and Client entered into a certain Master Agreement along with various Schedules and an Order Document effective June 1, 2020 as well as:

- a. Order Document #2 effective November 1, 2020
- b. Order Document #3 effective November 1, 2020
- c. Order Document #4 effective January 1, 2021
- d. Order Document #5 effective January 1, 2021
- e. Order Document #6 effective February 1, 2021 (collectively "the Agreement").

B. WHEREAS, MRI and Client desire to enter this Amendment and amend certain provisions of the Agreement.

C. NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MRI and Client hereby agree as follows:

Both Client and MRI agree that the Order Document, effective June 1, 2020, shall be stricken and terminated, except that the MRI Terms and Conditions listed therein (www.mrisoftware.com/termsandconditions) shall not be stricken and shall continue in full force and effect. The Parties also agree to terminate Order Documents #2-6. Both Parties further agree that a new Order Document, effective June 1, 2022, governed by the incorporated MRI Terms and Conditions of the Order Document dated June 1, 2020, shall be added to the Agreement. All rights and obligations that arose prior to the Effective Date related to the original Order Document shall remain in full force and effect. All other provisions of the Agreement remain in full force and effect.

Sonoma County Housing Authority ("Client")
1440 Guerneville Road
Santa Rosa, CA 95403

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

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



**ORDER DOCUMENT #7
RECURRING SOFTWARE AND SERVICES**

This Order Document incorporates by reference and is governed by the terms and conditions of the Master Agreement, the SaaS Services Schedule, and the Professional Services Schedule dated June 1, 2020 incorporated therein (collectively, the “**Agreement**”) between MRI and Client, and this Order Document is effective as of June 1, 2022 (the “**Effective Date**”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document unless signed prior to that date.

Sonoma County Housing Authority (“Client”)
1440 Guerneville Road
Santa Rosa, CA 95403

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

Signature: _____ Signature: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

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

CLIENT CONTACT INFORMATION			
Administrator: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____ Cell: _____		Technical Contact/Download Recipient: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____ Cell: _____	
Billing Contact: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____			

SAAS SERVICES			
Products	License Metric	Quantity	Territory
Happy			
1099s and Payment History	Units	Up to 2,958 Units	N. AMERICA
AssistanceCheck-Online Assistance Portal	Units	Up to 2,958 Units	N. AMERICA
Custom Forms	Units	Up to 2,958 Units	N. AMERICA
Direct Deposit	Units	Up to 2,958 Units	N. AMERICA
FSS Pro	Units	Up to 2,958 Units	N. AMERICA
HQS Mobile Inspections for iPad	Units	Up to 2,958 Units	N. AMERICA
iDIA System	Units	Up to 2,958 Units	N. AMERICA
iFile	Units	Up to 2,958 Units	N. AMERICA
Inspections	Licenses	Up to 22 Licenses	N. AMERICA
	Units	Up to 2,958 Units	
Occupancy	Units	Up to 2,958 Units	N. AMERICA
Payments	Units	Up to 2,958 Units	N. AMERICA
Remote Screen Sharing	Units	Up to 2,958 Units	N. AMERICA
Waiting List	Units	Up to 2,958 Units	N. AMERICA
WaitListCheck-Online Application Collection	Units	Up to 2,958 Units	N. AMERICA
Database	Each	Up to 1 Production Database	N. AMERICA

FEES, PAYMENT AND TERM		
Initial Term (1)	Effective Date	Annual Recurring Fees (2)
Thirty-Six (36) Months	June 1, 2022	\$84,280
<p>(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.</p> <p>(2) The fees listed in this table include the recurring fees related to the products and services in the tables listed above. MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than the greater of (i) five and a half percent (5.5%); 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.</p>		
<p>Payment Terms: Fees are due in U.S. Dollars annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide Services until such payment is received. For any fees due from the Client when exceeding the License Metrics listed above, Client shall be billed monthly in arrears for such overage in accordance with the terms of this Order Document. In no event shall Client be invoiced for fewer than the License Metrics listed or less than the Annual Recurring Fees (annualized) plus increase as outlined in footnote 2.</p>		



LICENSE METRICS AND USE RIGHTS DEFINITIONS

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

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

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

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

Self-Certification: Without prejudice to MRI’s audit rights pursuant to the Agreement, Client will, by June 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.

MAINTENANCE AND TECHNICAL SUPPORT

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

Designated Support Contacts:

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

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

The initial Designated Support Contacts of Client are:

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