

AMENDMENT TO ONBASE® END USER LICENSE AGREEMENT

This AMENDMENT TO ONBASE® END USER LICENSE AGREEMENT (“Amendment”) is made and entered into effective as of the date that the last party to sign this Amendment has executed the same (as indicated by the date entered by such party with its signature below), by and between Hyland Software, Inc. (“Hyland”) and Florida Housing Finance Corporation (“User”) and amends that certain OnBase® End User License Agreement between Hyland and User dated January 6, 2005, as previously amended (the “License Agreement”).


1. **DEFINED TERMS:** Capitalized terms used in this Amendment and not defined herein are used herein with the same meanings given such terms under the License Agreement. The term “EULA” as used in the License Agreement and in this Amendment hereafter shall mean the License Agreement as amended by this Amendment.

2. **LIMITED USE OF UNITY CLIENT SERVER SOFTWARE MODULE:** Except to the extent User purchases a license to the Unity Client Server Software module in which case this Amendment shall automatically terminate, during the term of the EULA from and after the date of this Amendment, User may use the Unity Client Server Software module in accordance with the EULA, provided the Unity Client Server Software module is only used on a single workstation solely to design and create forms using the Unity Forms Software module

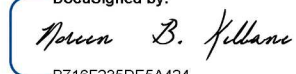
3. **NO OTHER CHANGES:** In all other respects the License Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth after their respective names below:

FLORIDA HOUSING FINANCE CORPORATION

By: 
Print Name: *Hugh R. Brown*
Title: *General Counsel*
Date: *9/8/18*

HYLAND SOFTWARE, INC.

DocuSigned by:
By: 
Print Name: Noreen B. Kilbane
Title: Chief Administrative Officer
Date: September 20, 2018

Hyland Legal 
Approved By:
Date: September 20, 2018

HYLAND SOFTWARE, INC.
ONBASE® WEB-BASED TRAINING SOFTWARE AND TRAINING MATERIALS
LICENSE AGREEMENT

This OnBase® Web-Based Training Software and Training Materials License Agreement is made and entered into by and between Hyland Software, Inc., 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, hereinafter referred to as "Hyland," and the person or entity signing this Agreement in the space provided below ("User"), with respect to the licensing and use of the OnBase® Web-Based Training Software listed on Exhibit A attached hereto under the caption "WBT Software" ("Software")

RECITALS:

WHEREAS, User is a party to a current agreement with Hyland or an authorized reseller or OEM of Hyland pursuant to which User has licensed one or more of the OnBase® Information Management System software modules (the "OnBase Software");

WHEREAS, User desires to license the Software solely for its internal, non-commercial use in training User's direct employees related to the use of the OnBase Software; and

WHEREAS, User understands that Hyland will make no warranties or promises related to the Software, and that the Software licensed under this Agreement without support or maintenance from Hyland;

NOW, THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE:** Hyland grants to User a royalty-free, non-exclusive, non-assignable, non-transferable, personal and limited license to use (a) one (1) copy of the Software, in machine-readable object code form only, and (b) one (1) copy of the Materials, in each case solely for User's internal, non-commercial use in the training of User's direct employees related to the use of the OnBase Software. User shall not make any commercial use of the Software or use the Software in any other manner not expressly permitted by this Agreement. User shall not make any additional copies of the Software. The Software licensed for internal use by a single organization and may not be used to provide services to any third party as an outsource service provider, application service provider or otherwise. User agrees: a) not to remove any Hyland notices in the Software; b) not to copy, sell, transfer, rent, lease or sublicense the Software (including related documentation) to any third party; c) not to alter or modify the Software; and d) not to reverse engineer, disassemble or decompile, or otherwise attempt to derive source code from, the Software, or prepare derivative works therefrom.

Title to and all ownership rights in the Software (and related documentation), and all patents, copyrights, trade secrets, and other intellectual property or proprietary rights therein or associated therewith, shall at all times be and remain in Hyland, and User shall not at any time challenge or contest the validity, ownership, title or registration of Hyland in and to the Software (and related documentation), or any and all such intellectual property or proprietary rights, or the validity of the license granted hereunder.

Hyland shall deliver to User one (1) copy of the current documentation for the Software, for User's use solely in conjunction with the Software and in accordance with the limitations of this Agreement. User agrees that it shall not make any additional copies of such documentation. User shall not remove any Hyland notices in the documentation.

2. **LICENSE PERIOD; TERMINATION:** Except as otherwise provided herein, the term of this Agreement shall commence on the date that the last of the parties executes this Agreement and expire on the first annual anniversary of such date. Thereafter, the term of this Agreement shall be renewed on an annual basis. This Agreement and the limited license granted hereby may be terminated at any time that Hyland elects to terminate this Agreement and the limited license immediately upon the delivery of written notice to such effect to User. The term of this Agreement and the limited license shall be referred to herein as the "License Period." User's non-disclosure and non-use obligations as described in Section 4 below shall survive termination of this Agreement for any reason.

3. **NO MAINTENANCE OR SUPPORT:** User acknowledges and agrees that Hyland shall not be obligated to provide any maintenance or support of the Software to User and that Hyland's customer service center, technical services department, and integration services team are not available to User. User further acknowledges and agrees

that Hyland is under no obligation to develop or provide to User any fixes, patches, updates or enhancements of any kind or nature with respect to the Software or related documentation. User further acknowledges and agrees that Hyland is under no obligation to correct defects or errors of any kind or nature in the Software.

4. **NON-DISCLOSURE:** User agrees to hold in strict confidence, and to take all reasonable steps to avoid publication or disclosure of (except as required by law or court order), Hyland's confidential information. "Confidential information" shall mean: (a) all information and/or material obtained by User from, or disclosed to User by, Hyland or any of its authorized agents or resellers that relates to Hyland's past, present, or future business activities and which is clearly labeled or identified in writing to User at the time of disclosure as "Confidential"; (b) the Software and related documentation and all related or included software source documents, algorithms, formulae, ideas, techniques, know-how, inventions, product/service specifications, research, experimental work, development, design details, and specifications. User agrees that it will not use any confidential information of Hyland for any purpose not expressly authorized by this Agreement or authorized by Hyland in advance in writing.

5. **NO WARRANTY; LIMITATION OF LIABILITY:** Hyland makes no representations that the Software will perform or conform to any Hyland documentation or statement, either written or verbal. HYLAND MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE AND PROVIDES THE SOFTWARE "AS IS." User's sole recourse in the event of any dissatisfaction with the Software is to stop using the Software.

HYLAND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. HYLAND SHALL HAVE NO LIABILITY FOR ANY WARRANTY, TRAINING OR FOR USE OF THE SOFTWARE. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF USE OR INABILITY TO USE THE SOFTWARE, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.

Hyland and its suppliers are not responsible for any costs including, without limitation, loss of business profits, business interruption, loss of business information, the cost of recovering such information, the cost of substitute software or claims by third parties. No oral or written information given by Hyland, its agents or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. **RIGHTS AND OBLIGATIONS OF USER UPON TERMINATION OF LICENSE PERIOD:** Upon expiration or other termination of the License Period, User immediately shall discontinue any and all of use of the Software (and related documentation), remove the Software and destroy the Software or return the same to Hyland.

7. **U.S. GOVERNMENT END USERS:** The terms and conditions of this Agreement and/or addendum thereto shall pertain to the Government's use and/or disclosure of the Software or Materials, and shall supercede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the delivery of the Software or Materials, the Government hereby agrees that the Software and Materials qualify as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software and Materials are developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return the Software and Materials to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Materials, Software or documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supercede any conflicting contractual term or conditions

8. **GOVERNING LAW:** This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the conflicts of laws provisions thereof.

9. **EXCLUSIVE VENUE AND JURISDICTION:** Any legal action brought concerning this Agreement or any dispute hereunder shall be brought only in the courts of the State of Florida, in the County of Leon, or in the

federal courts located in such state (and county). Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve Hyland's objectives of this provision.

10. **SEVERABILITY:** In the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable, it shall not affect any other provisions of this Agreement.

11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, documents, and proposals, oral, or written. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

12. **NO ASSIGNMENT OR SUBLICENSE BY USER:** User may not assign, transfer or sublicense all or part of this Agreement without the prior written consent of Hyland.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

FLORIDA HOUSING FINANCE CORPORATION

HYLAND SOFTWARE, INC.

"USER"

BY: 

BY: _____

Print Name: Stephen P Huger

Print Name: _____

Title: Executive Director

Title: _____

Date: 1/11/07

Date: _____

WORK AGREEMENT

This Work Agreement ("Work Agreement") is made and entered into as of this 3rd day of February, 2005 ("Work Agreement Date"), by and between:

Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
"Hyland"

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301
"Florida Housing"

1. Project Management Services:

Hyland will provide project management services to Florida Housing in conjunction with Hyland's provision of the following services contracted under separate work agreement(s): WorkView discovery, WorkView solution implementation and OnBase installation services. The project management services contemplated under this work agreement include the following:

- A Hyland resource (the "Project Manager") will serve as the principal point of contact at Hyland for Florida Housing with regard to issues impacting or associated with the provision of all other services to Florida Housing by Hyland during the term of this Work Agreement. Hyland anticipates assigning Kevin Coughlin as the Project Manager.
- The Project Manager will conduct a weekly project review, via teleconference or physical meeting, on a scheduled basis, to update members of Florida Housing's project team of the status of the project, including providing a status report (the "Status Report") detailing Hyland's response to all then current open issues related to the project and receiving any new requests by Florida Housing. The Project Manager will track issues identified by both parties in an issue log (the "Issue Log").
- The Project Manager will coordinate Hyland resources during the term of this Work Agreement related to Hyland provision of WorkView solution development and OnBase installation services.

These project management services will be provided from both Hyland's offices in Westlake, Ohio and Florida Housing's offices in Tallahassee, Florida.

2. Responsibilities Of Florida Housing:

Personnel: To facilitate the execution of the above services, Florida Housing agrees to provide the following dedicated personnel:

- Appropriate members of the Florida Housing project implementation team, including its assigned project manager, as needed for coordination and issue resolution.

The parties acknowledge and agree that the absence of the foregoing personnel may result in the delay of the performance and completion of the services.

3. **Work Plan:**

Hyland estimates the duration of the project management services provided by Hyland pursuant to this Work Agreement will be eight (8) working weeks (with a "working week" being defined as the services of one (1) person for a period of a week or any part thereof). The actual number of working weeks may vary and is impacted by the schedule for the WorkView solution and OnBase installation schedules. The parties agree that any services or work products developed as described in this Work Agreement that have been performed prior to the execution of this Work Agreement by the parties nevertheless shall be covered by all terms and conditions of this Work Agreement.

4. **Compensation And Payment Schedule:**

Hyland will charge services fees to Florida Housing for the services provided under this Work Agreement determined on a time and materials basis at the rate of \$2,000.00 per working week, plus travel and expenses. The total estimated cost for such services is \$16,000.00, plus travel and expenses. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Florida Housing will be invoiced based on the amount of time actually required to complete the project.

Travel Expenses: Travel related expenses incurred by Hyland in delivering services to Florida Housing pursuant to this Work Agreement shall be billed by Hyland. Such travel related expenses shall include but are not limited to airline tickets (tourist or coach class) and rental car (intermediate). Florida Housing shall also pay Hyland for hotel accommodations, meals (unless provided by Florida Housing) and incidental expenses (fees and tips given to porters, baggage carriers, bellhops and hotel maids) incurred by Hyland in the course of providing services to Florida Housing in accordance with the applicable per diem rates published by the U.S. General Services Administration at the following link: <http://policyworks.gov/org/main/mt/homepage/mt/perdiem/travel.htm>

Hyland will invoice Florida Housing for amounts payable under this Work Agreement on a monthly basis, and a final invoice upon completion of the services. All payments will be due and payable in full net thirty (30) days after invoice date. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Florida Housing in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Work Agreement unless and until such default has been cured.

5. **Florida Housing Obligations:**

In addition to the other obligations of Florida Housing set forth in this Work Agreement:

Assistance And Obligations: Florida Housing agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Work Agreement, will provide such Florida Housing resources as Hyland may reasonably request in connection with Hyland's performance of all contemplated services hereunder, in particular personnel of Florida Housing who are knowledgeable regarding the implementation desired by Florida Housing. Florida Housing acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Work Agreement, Hyland's ability to provide the services and meet the schedule set forth in this Work Agreement may be adversely affected.

Protection Of Florida Housing's Systems: Florida Housing agrees to use its commercially reasonable efforts to isolate and backup or otherwise archive its computer systems, including its computer programs, data and files. Florida Housing acknowledges and agrees that Hyland has no responsibility or obligation

for any such isolation, backing-up or archiving, or the failure to do the same. Hyland further shall have no liability or responsibility for any lost or damaged computer systems, computer programs, data or files.

Safe Work Environment: Florida Housing will be responsible for and shall ensure that while Hyland employees, agents or contractors are on Florida Housing's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

6. **Change Order Authorization:**

In the event that additional services are recommended by Hyland or requested in writing by Florida Housing that are outside the scope of this Work Agreement, a change order will be generated by Hyland. In the case of a change order produced based upon the written request of Florida Housing, Hyland may in its discretion charge Florida Housing on a time and materials basis for all services provided in connection with the review of the request and the preparation of the change order. The change order will contain the details of the extension to this Work Agreement and will contain time and cost estimates. If both parties execute the change order, an Addendum to this Work Agreement or a new Work Agreement will be generated to cover the items listed in the change order.

The following Hyland personnel are authorized to sign for change order acceptance related to this Work Agreement:

A.J. Hyland	President
Chris Hyland	EVP
Mark Davis	VP Technical Services

7. **Limited Warranty:**

Warranty For Services: Hyland warrants to Florida Housing that the services provided under this Work Agreement shall be done in a good and workmanlike manner and substantially according to industry standards. This warranty shall be effective for a period of ninety (90) days following the completion of the services in question ("Warranty Period"). Florida Housing must notify Hyland in writing during the Warranty Period if Florida Housing believes any services do not conform to this warranty. If, after such timely notice from Florida Housing, the services are determined not to conform to this warranty, Hyland's sole obligation, and Florida Housing's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Florida Housing's sole and entire remedy is termination of this Work Agreement in exchange for a refund of the amount paid by Florida Housing to Hyland for the portion of the nonconforming services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Florida Housing or a third party, failure of Florida Housing to perform and fulfill its obligations in connection with the project covered by this Work Agreement in accordance with the section marked "Florida Housing Obligations", or defects that are outside the reasonable control of Hyland. Florida Housing agrees to compensate Hyland, on a time and materials basis and at the hourly rate set forth in this Work Agreement, for any services provided by Hyland at Florida Housing's request to remedy excluded non-performance problems.

Disclaimer Of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THE "WARRANTY FOR SERVICES" PARAGRAPH ABOVE, HYLAND MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS WORK AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING,

WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY SERVICES, WORK PRODUCTS OR INNOVATIONS PROVIDED WILL SATISFY FLORIDA HOUSING'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS WORK AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

8. Limitation Of Liability:

HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WORK AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS OR INNOVATIONS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY FLORIDA HOUSING TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS WORK AGREEMENT.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

9. Force Majeure:

No failure, delay or default in performance of any obligation of a party to this Work Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Work Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, Florida Housing, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Florida Housing will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Work Agreement.

10. Governing Law And Jurisdiction:

This Work Agreement and any claim, action, suit, proceeding or dispute arising out of this Work Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Work Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Leon County, Florida.

11. Confidential Information:

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Work Agreement for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a "trade secret", for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 11 committed by any of such party's employees, agents, consultants, contractors or representatives.

12. Binding Effect And Assignments:

This Work Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Work Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

13. Acceptance Of Work Agreement:

This Work Agreement represents Hyland's offer to perform the described services on the terms set forth herein; and this offer shall be accepted only upon Florida Housing signing and delivering this Work Agreement to Hyland on or before 5:00 p.m., Eastern Time, on Friday, February 4, 2005 (the "Acceptance Deadline"). Hyland may withdraw this offer at any time prior to acceptance by Florida Housing. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Hyland, if this offer is not accepted, in the manner provided above, by Florida Housing on or before the Acceptance Deadline.

14. Transmittal And Delivery of Accepted Work Agreement:

For purposes of this Work Agreement, a signed copy delivered by facsimile or electronically shall be

created by the parties as an original of this Work Agreement and shall be given the same force and effect.

15. Files:

(a) **Contents of the Files:** Hyland shall maintain files containing documentation to verify all compensation to Hyland in connection with this Work Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Hyland in connection with this Work Agreement. Hyland shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Work Agreement.

(b) **Retaining the Files:** Hyland shall maintain these files for at least five (5) years following the termination of this Work Agreement, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five year period and extends beyond the expiration of the five year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(c) **Access to the Files:** Hyland and its employees shall allow Florida Housing or its agent(s) access to its files related to this Work Agreement during normal business hours, 8:00 am to 5:00 pm, Monday through Friday.

(d) **Files Subject to Florida's Public Records Law:** Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Hyland in connection with this Work Agreement is subject to the provisions of Section 119.01-19, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). Hyland represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law. To the extent authorized by Florida's Public Records Law, Florida Housing represents and acknowledges that the Software is proprietary data processing software of Hyland that Florida Housing is prohibited from disclosing under this Agreement.

(e) **Return of the Files:** In the event this Work Agreement is terminated, all finished documents, data, studies, and correspondence prepared by or for Hyland under this Work Agreement shall be given to the Florida Housing.

16. Lobbying Prohibition:

No funds, compensation or other resources received by Hyland in connection with this Work Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any Florida state or Federal agency. Hyland further acknowledges that it has not retained the services of any lobbyist, consultant or former Florida Housing employee whose last date of employment was less than two years prior to the date of the services contemplated in this Work Agreement to assist in the procurement and negotiation of this Work Agreement.

17. Legal Authorization:

Hyland certifies with respect to this Work Agreement that it possesses the legal authority to enter into this Work Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Work Agreement with all covenants and assurances contained herein. Hyland also certifies that the undersigned possesses the authority to legally execute and bind Hyland to the terms of this Work Agreement.

18. Public Entity Crime:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

19. Conflicts of Interest:

- (a) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(b) Section 420.503(31), Fla. Stat., states:

“ ‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.”

(c) By executing this contract, Hyland certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(d) In addition to the conflict of interest rules imposed by the Florida Statutes, should Hyland become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Work Agreement and prior to the conclusion of the Work Agreement, Hyland will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in this Work Agreement, within 10 working days. If Hyland is found to be in non-compliance with this provision, without prior written consent from Florida Housing’s Executive Director, any compensation received in connection with this Work Agreement shall be subject to forfeiture to Florida Housing.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Work Agreement as of the day and year first above written.

HYLAND SOFTWARE, INC.

FLORIDA HOUSING FINANCE CORPORATION

By: Mark J. Davis

By: [Signature]

Name (Print): MARK J. DAVIS

Name (Print): Orlando I. Cabrera

Title: VP

Title: Executive Director

Date: 2-4-05

Date: 2-2-05

HYLAND
SOFTWARE
KMJ 2/02/05
Initial Date
LEGAL

WORK AGREEMENT

This Work Agreement ("Work Agreement") is made and entered into as of this 21 day of JAN, 2005 ("Work Agreement Date"), by and between:

Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
"Hyland"

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301
"Florida Housing "

1. Installation Services:

Hyland will provide consulting services to Florida Housing in connection with the implementation of OnBase® Information Management System software (the "Software"). These services shall consist of, but are not limited to:

- Creating the Software database;
- Licensing (activation of modules for use within the database) of all modules licensed;
- Delivering and installing of the Software;
- Creating the Disk Groups;
- Creating the Document Groups, Document Types and Keywords;
- Configuring the User Groups and Users;
- Training of Florida Housing's Software Administrator on configuration and use of the Software. The Florida Housing's Software Administrator will be expected to participate in the installation and configuration of the Software as part of the hands-on training; and
- Creating the installation documentation summarizing the details of the installation and configuration of the Software (the "Installation Report").

Hyland is not responsible for the installation, implementation or configuration of hardware or any software other than the Software.

2. Responsibilities Of Florida Housing:

Network Environment: Florida Housing shall provide the following:

- a properly configured processing environment;
- all necessary components including, but not limited to, power, lighting, network connections and environment controls deemed necessary for the proper functioning of the system; and
- installation and support of all hardware and operating, database, and application software.

Personnel: To facilitate the execution of the above services, Florida Housing agrees to provide the following dedicated personnel:

- at least one (1) Information Services ("IS") / Information Technology ("IT") representative to assist with the installation with regards to network and system administration; and
- at least one (1) Software Administrator to assist in establishing network rights to appropriate disk groups on Florida Housing's file servers for Florida Housing's users.

The parties acknowledge and agree that the absence of the foregoing personnel may result in the delay of the performance and completion of the services.

3. Work Plan:

Hyland estimates the duration of the services provided by Hyland pursuant to this Work Agreement will be fifteen (15) working days (with a "working day" being defined as the services of one (1) person for a period of eight (8) hours). The actual number of working days may vary and does not necessarily reflect the number of calendar days that will be required to perform such services. The parties agree that any services or work products developed as described in this Work Agreement that have been performed prior to the execution of this Work Agreement by the parties nevertheless shall be covered by all terms and conditions of this Work Agreement.

4. Compensation And Payment Schedule:

Hyland will charge services fees to Florida Housing for the services under this Work Agreement determined on a time and materials basis at the rate of \$1,500.00 (INSTL) per working day, plus travel and expenses. The total estimated cost for such services is \$22,500.00, plus travel and expenses. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Florida Housing will be invoiced based on the amount of time actually required to complete the project.

Travel Expenses: Travel related expenses incurred by Hyland in delivering services to Florida Housing pursuant to this Work Agreement shall be billed by Hyland. Such travel related expenses shall include but are not limited to airline tickets (tourist or coach class) and rental car (intermediate). Florida Housing shall also pay Hyland for hotel accommodations, meals (unless provided by Florida Housing) and incidental expenses (fees and tips given to porters, baggage carters, bellhops and hotel maids) incurred by Hyland in the course of providing services to Florida Housing in accordance with the applicable per diem rates published by the U.S. General Services Administration at the following link: <http://policyworks.gov/org/main/mt/homepage/mt/perdiem/travel.htm>

Hyland will invoice Florida Housing for amounts payable under this Work Agreement on a monthly basis, and a final invoice upon completion of the services. All payments will be due and payable in full net thirty (30) days after invoice date. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Florida Housing in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Work Agreement unless and until such default has been cured.

5. **Florida Housing Obligations:**

In addition to the other obligations of Florida Housing set forth in this Work Agreement:

Assistance And Obligations: Florida Housing agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Work Agreement, will provide such Florida Housing resources as Hyland may reasonably request in connection with Hyland's performance of all contemplated services hereunder, in particular personnel of Florida Housing who are knowledgeable regarding the implementation desired by Florida Housing. Florida Housing acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Work Agreement, Hyland's ability to provide the services and meet the schedule set forth in this Work Agreement may be adversely affected.

Protection Of Florida Housing's Systems: Florida Housing agrees to use its commercially reasonable efforts to isolate and backup or otherwise archive its computer systems, including its computer programs, data and files. Florida Housing acknowledges and agrees that Hyland has no responsibility or obligation for any such isolation, backing-up or archiving, or the failure to do the same. Hyland further shall have no liability or responsibility for any lost or damaged computer systems, computer programs, data or files.

Safe Work Environment: Florida Housing will be responsible for and shall ensure that while Hyland employees, agents or contractors are on Florida Housing's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

6. **Change Order Authorization:**

In the event that additional services are recommended by Hyland or requested in writing by Florida Housing that are outside the scope of this Work Agreement, a change order will be generated by Hyland. In the case of a change order produced based upon the written request of Florida Housing, Hyland may in its discretion charge Florida Housing on a time and materials basis for all services provided in connection with the review of the request and the preparation of the change order. The change order will contain the details of the extension to this Work Agreement and will contain time and cost estimates. If both parties execute the change order, an Addendum to this Work Agreement or a new Work Agreement will be generated to cover the items listed in the change order.

The following Hyland personnel are authorized to sign for change order acceptance related to this Work Agreement:

A.J. Hyland	President
Chris Hyland	EVP
Mark Davis	VP Technical Services

7. **Limited Warranty:**

Warranty For Services: Hyland warrants to Florida Housing that the services provided under this Work Agreement shall be done in a good and workmanlike manner and substantially according to industry standards. This warranty shall be effective for a period of ninety (90) days following the completion of the services in question ("Warranty Period"). Florida Housing must notify Hyland in writing during the Warranty Period if Florida Housing believes any services do not conform to this warranty. If, after such timely notice from Florida Housing, the services are determined not to conform to this warranty, Hyland's sole obligation, and Florida Housing's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Florida Housing's sole and entire remedy is termination of this Work Agreement in exchange for a refund of the amount paid by Florida Housing to Hyland for the portion of the nonconforming services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Florida Housing or a third party, failure of Florida Housing to perform and fulfill its obligations in connection with the project covered by this Work Agreement in accordance with the section marked "Florida Housing Obligations", or defects that are outside the reasonable control of Hyland. Florida Housing agrees to compensate Hyland, on a time and materials basis and at the hourly rate set forth in this Work Agreement, for any services provided by Hyland at Florida Housing's request to remedy excluded non-performance problems.

Disclaimer Of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THE "WARRANTY FOR SERVICES" PARAGRAPH ABOVE, HYLAND MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS WORK AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY SERVICES, WORK PRODUCTS OR INNOVATIONS PROVIDED WILL SATISFY FLORIDA HOUSING'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS WORK AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

8. **Limitation Of Liability:**

HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WORK AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS OR INNOVATIONS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY FLORIDA HOUSING TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS WORK AGREEMENT.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

28500 Clemens Road, Westlake, OH 44145

Phone: (440) 788.5000 • Fax: (440) 788.5100 • Internet: www.onbase.com

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9. Force Majeure:

No failure, delay or default in performance of any obligation of a party to this Work Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Work Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, Florida Housing, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Florida Housing will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Work Agreement.

10. Governing Law And Jurisdiction:

This Work Agreement and any claim, action, suit, proceeding or dispute arising out of this Work Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Work Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Leon County, Florida.

11. Confidential Information:

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Work Agreement for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a "trade secret", for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 11 committed by any of such party's employees, agents, consultants, contractors or representatives.

12. Binding Effect And Assignments:

This Work Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Work Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

13. Acceptance Of Work Agreement:

This Work Agreement represents Hyland's offer to perform the described services on the terms set forth herein; and this offer shall be accepted only upon Florida Housing signing and delivering this Work Agreement to Hyland on or before 5:00 p.m., Eastern Time, on January 21, 2005 (the "Acceptance Deadline"). Hyland may withdraw this offer at any time prior to acceptance by Florida Housing. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Hyland, if this offer is not accepted, in the manner provided above, by Florida Housing on or before the Acceptance Deadline.

14. Transmittal And Delivery of Accepted Work Agreement:

For purposes of this Work Agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Work Agreement and shall be given the same force and effect.

15. Files:

(a) Contents of the Files: Hyland shall maintain files containing documentation to verify all compensation to Hyland in connection with this Work Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Hyland in connection with this Work Agreement. Hyland shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Work Agreement.

(b) Retaining the Files: Hyland shall maintain these files for at least five (5) years following the termination of this Work Agreement, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five year period and extends beyond the expiration of the five year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(c) Access to the Files: Hyland and its employees shall allow Florida Housing or its agent(s) access to its files related to this Work Agreement during normal business hours, 8:00 am to 5:00 pm, Monday through Friday.

(d) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Hyland in connection with this Work Agreement is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). Hyland represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law. To the extent authorized by Florida's Public Records Law, Florida Housing represents and acknowledges that the Software is proprietary data processing software of Hyland that Florida Housing is prohibited from disclosing under this Agreement.

(c) **Return of the Files:** In the event this Work Agreement is terminated, all finished documents, data, studies, and correspondence prepared by or for Hyland under this Work Agreement shall be given to the Florida Housing.

16. Lobbying Prohibition:

No funds, compensation or other resources received by Hyland in connection with this Work Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any Florida state or Federal agency. Hyland further acknowledges that it has not retained the services of any lobbyist, consultant or former Florida Housing employee whose last date of employment was less than two years prior to the date of the services contemplated in this Work Agreement to assist in the procurement and negotiation of this Work Agreement.

17. Legal Authorization:

Hyland certifies with respect to this Work Agreement that it possesses the legal authority to enter into this Work Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Work Agreement with all covenants and assurances contained herein. Hyland also certifies that the undersigned possesses the authority to legally execute and bind Hyland to the terms of this Work Agreement.

18. Public Entity Crime:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

19. Conflicts of Interest:

(a) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

- (b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.
- (d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
- (e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.
- (f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."
- (b) Section 420.503(31), Fla. Stat., states:
- " 'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:
- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."
- (c) By executing this contract, Hyland certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.
- (d) In addition to the conflict of interest rules imposed by the Florida Statutes, should Hyland become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Work Agreement and prior to the conclusion of the Work Agreement, Hyland will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in this Work Agreement, within 10 working days. If Hyland is found to be in non-compliance with this provision, without prior written consent from Florida

Housing's Executive Director, any compensation received in connection with this Work Agreement shall be subject to forfeiture to Florida Housing.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Work Agreement as of the day and year first above written.

HYLAND SOFTWARE, INC.

FLORIDA HOUSING FINANCE CORPORATION

By: Mark J. Davis

By: [Signature]

Name (Print): MARK J. DAVIS

Name (Print): Orlando J. Cabrera

Title: VP

Title: EHFC Executive Director

Date: 1-21-05

Date: 1-20-05

HYLAND
SOFTWARE
KMJ 1/21/05
Initial Date
LEGAL

WORK AGREEMENT

This Work Agreement ("Work Agreement") is made and entered into as of this 12th day of January, 2005 ("Work Agreement Date"), by and between:

Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
"Hyland"

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301
"Florida Housing "

1. WorkView Discovery Services:

Hyland will provide discovery services to Florida Housing to determine cooperatively with Florida Housing the Multifamily Department business processes to be automated using the WorkView module of the Software licensed by Florida Housing and the technical and functional requirements for such automation. The services may be provided either at Hyland's offices in Westlake, Ohio, or at Customer's offices in Tallahassee, Florida.

Upon completion of the discovery period, Hyland will review the information gathered and prepare a preliminary document setting forth the functional specifications for the solution (the "WorkView Solution") to be created to implement the Multifamily Department business processes identified for configuration during discovery. Hyland will present the preliminary functional specifications document in a requirements review meeting for approval by Florida Housing. Upon mutual agreement of the parties to a set of definitive functional specifications, Hyland will prepare and deliver to Florida Housing a document (the "WorkView Functional Specifications Document") containing the agreed upon functional specifications.

2. Responsibilities Of Florida Housing:

Personnel: To facilitate the execution of the above services, Florida Housing agrees to provide the following dedicated personnel:

- Availability of Florida Housing's business process owners; and
- Availability of Florida Housing's project leaders to coordinate the above listed resources.

The parties acknowledge and agree that the absence of the foregoing personnel may result in the delay of the performance and completion of the services.

3. Work Plan:

Hyland estimates the duration of the services provided by Hyland pursuant to this Work Agreement will be eight (8) working days (with a "working day" being defined as the services of one (1) person for a period of eight (8) hours). The actual number of working days may vary and does not necessarily reflect the number of calendar days that will be required to perform such services. The parties agree that any services or work products developed as described in this Work Agreement that have been performed prior to the execution of this Work Agreement by the parties nevertheless shall be covered by all terms and conditions of this Work Agreement.

4. **Compensation And Payment Schedule:**

Hyland will charge services fees to Florida Housing for the services under this Work Agreement determined on a time and materials basis at the rate of \$1,700.00 per working day, plus travel and expenses. The total estimated cost for such services is \$13,600.00, plus travel and expenses. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Florida Housing will be invoiced based on the amount of time actually required to complete the project.

Travel Expenses: Travel related expenses incurred by Hyland in delivering services to Florida Housing pursuant to this Work Agreement shall be billed by Hyland. Such travel related expenses shall include but are not limited to airline tickets (tourist or coach class) and rental car (intermediate). Florida Housing shall also pay Hyland for hotel accommodations, meals (unless provided by Florida Housing) and incidental expenses (fees and tips given to porters, baggage carriers, bellhops and hotel maids) incurred by Hyland in the course of providing services to Florida Housing in accordance with the applicable per diem rates published by the U.S. General Services Administration at the following link: <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.htm>

Hyland will invoice Florida Housing for amounts payable under this Work Agreement on a monthly basis, and a final invoice upon completion of the services. All payments will be due and payable in full net thirty (30) days after invoice date. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Florida Housing in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Work Agreement unless and until such default has been cured.

5. **Florida Housing Obligations:**

In addition to the other obligations of Florida Housing set forth in this Work Agreement:

Assistance And Obligations: Florida Housing agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Work Agreement, will provide such Florida Housing resources as Hyland may reasonably request in connection with Hyland's performance of all contemplated services hereunder, in particular personnel of Florida Housing who are knowledgeable regarding the implementation desired by Florida Housing. Florida Housing acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Work Agreement, Hyland's ability to provide the services and meet the schedule set forth in this Work Agreement may be adversely affected.

Protection Of Florida Housing's Systems: Florida Housing agrees to use its commercially reasonable efforts to isolate and backup or otherwise archive its computer systems, including its computer programs, data and files. Florida Housing acknowledges and agrees that Hyland has no responsibility or obligation for any such isolation, backing-up or archiving, or the failure to do the same. Hyland further shall have no liability or responsibility for any lost or damaged computer systems, computer programs, data or files.

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6. **Change Order Authorization:**

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The following Hyland personnel are authorized to sign for change order acceptance related to this Work Agreement:

A.J. Hyland	President
Chris Hyland	EVP
Mark Davis	VP Technical Services

7. **Limited Warranty:**

Warranty For Services: Hyland warrants to Florida Housing that the services provided under this Work Agreement shall be done in a good and workmanlike manner and substantially according to industry standards. This warranty shall be effective for a period of ninety (90) days following the completion of the services in question ("Warranty Period"). Florida Housing must notify Hyland in writing during the Warranty Period if Florida Housing believes any services do not conform to this warranty. If, after such timely notice from Florida Housing, the services are determined not to conform to this warranty, Hyland's sole obligation, and Florida Housing's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Florida Housing's sole and entire remedy is termination of this Work Agreement in exchange for a refund of the amount paid by Florida Housing to Hyland for the portion of the nonconforming services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Florida Housing or a third party, failure of Florida Housing to perform and fulfill its obligations in connection with the project covered by this Work Agreement in accordance with the section marked "Florida Housing Obligations", or defects that are outside the reasonable control of Hyland. Florida Housing agrees to compensate Hyland, on a time and materials basis and at the hourly rate set forth in this Work Agreement, for any services provided by Hyland at Florida Housing's request to remedy excluded non-performance problems.

Disclaimer Of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THE "WARRANTY FOR SERVICES" PARAGRAPH ABOVE, HYLAND MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS WORK AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY SERVICES, WORK PRODUCTS OR INNOVATIONS PROVIDED WILL SATISFY FLORIDA HOUSING'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS WORK

AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

8. Limitation Of Liability:

HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WORK AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS OR INNOVATIONS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY FLORIDA HOUSING TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS WORK AGREEMENT.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

9. Force Majeure:

No failure, delay or default in performance of any obligation of a party to this Work Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Work Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, Florida Housing, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Florida Housing will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Work Agreement.

10. Governing Law And Jurisdiction:

This Work Agreement and any claim, action, suit, proceeding or dispute arising out of this Work Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Work Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Leon County, Florida.

11. Confidential Information:

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential

between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Work Agreement for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a "trade secret", for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 11 committed by any of such party's employees, agents, consultants, contractors or representatives.

12. Binding Effect And Assignments:

This Work Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Work Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

13. Acceptance Of Work Agreement:

This Work Agreement represents Hyland's offer to perform the described services on the terms set forth herein; and this offer shall be accepted only upon Florida Housing signing and delivering this Work Agreement to Hyland on or before 5:00 p.m., Eastern Time, on Friday, January 14, 2005 (the "Acceptance Deadline"). Hyland may withdraw this offer at any time prior to acceptance by Florida Housing. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Hyland, if this offer is not accepted, in the manner provided above, by Florida Housing on or before the Acceptance Deadline.

14. Transmittal And Delivery of Accepted Work Agreement:

For purposes of this Work Agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Work Agreement and shall be given the same force and effect.

15. Files:

(a) Contents of the Files: Hyland shall maintain files containing documentation to verify all compensation to Hyland in connection with this Work Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Hyland in connection with this Work Agreement. Hyland shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Work Agreement.

(b) Retaining the Files: Hyland shall maintain these files for at least five (5) years following the termination of this Work Agreement, except that, if any litigation, claim or audit is commenced with

respect to the transactions documented by such files before the end of the aforementioned five year period and extends beyond the expiration of the five year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(c) **Access to the Files:** Hyland and its employees shall allow Florida Housing or its agent(s) access to its files related to this Work Agreement during normal business hours, 8:00 am to 5:00 pm, Monday through Friday.

(d) **Files Subject to Florida's Public Records Law:** Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Hyland in connection with this Work Agreement is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). Hyland represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law. To the extent authorized by Florida's Public Records Law, Florida Housing represents and acknowledges that the Software is proprietary data processing software of Hyland that Florida Housing is prohibited from disclosing under this Agreement.

(e) **Return of the Files:** In the event this Work Agreement is terminated, all finished documents, data, studies, and correspondence prepared by or for Hyland under this Work Agreement shall be given to the Florida Housing.

16. Lobbying Prohibition:

No funds, compensation or other resources received by Hyland in connection with this Work Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any Florida state or Federal agency. Hyland further acknowledges that it has not retained the services of any lobbyist, consultant or former Florida Housing employee whose last date of employment was less than two years prior to the date of the services contemplated in this Work Agreement to assist in the procurement and negotiation of this Work Agreement.

17. Legal Authorization:

Hyland certifies with respect to this Work Agreement that it possesses the legal authority to enter into this Work Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Work Agreement with all covenants and assurances contained herein. Hyland also certifies that the undersigned possesses the authority to legally execute and bind Hyland to the terms of this Work Agreement.

18. Public Entity Crime:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

19. Conflicts of Interest:

(a) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(b) Section 420.503(31), Fla. Stat., states:

" 'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."
- (c) By executing this contract, Hyland certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.
- (d) In addition to the conflict of interest rules imposed by the Florida Statutes, should Hyland become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Work Agreement and prior to the conclusion of the Work Agreement, Hyland will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in this Work Agreement, within 10 working days. If Hyland is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Work Agreement shall be subject to forfeiture to Florida Housing.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Work Agreement as of the day and year first above written.

HYLAND SOFTWARE, INC.

By: Mark J. Davis
Name (Print): MARK J. DAVIS
Title: VP
Date: 1-18-04

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]
Name (Print): Orlando J. Cabrera
Title: Executive Director
FHFC
Date: 1-12-05



**OnBase® Information Management System
SOFTWARE MAINTENANCE AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 2004, by and between Hyland Software, Inc., an Ohio corporation with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" in the space provided below ("Licensee"):

RECITAL:

WHEREAS, Service Provider has licensed to Licensee the software specified in Service Provider's OnBase® End User License Agreement with Licensee (as the same may be amended or modified from time to time, the "EULA") and Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for such software and the delivery of generally released upgrades and enhancements with respect to such software;

NOW, THEREFORE, the parties mutually agree as follows:

1. DEFINED TERMS. The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Documentation. "Documentation" means electronic on-line material, including user manuals, provided by Service Provider for the Software and that relate to the functional, operational or performance characteristics of the Software.

(b) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation provided by Service Provider to Licensee.

(c) EULA. "EULA" is defined in the recital to this Agreement.

(d) Maintenance and Support Services. "Maintenance and Support Services" means all professional services provided under this Agreement by Service Provider.

(e) Software. "Software" means (1) the current released version of the computer software licensed by Licensee from Service Provider under the EULA and as listed on Exhibit A attached hereto, and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Service Provider first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(f) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Service Provider commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

2. MAINTENANCE AND SUPPORT SERVICES.

(a) Generally. Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software that are confirmed by Service Provider, in the exercise of its commercially reasonable judgment; and (2) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Service Provider shall undertake to confirm any reported Errors promptly after receipt of proper notice from Licensee, in

accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line modem, telephonically or both. Should Licensee experience an emergency situation outside of normal hours, Licensee may contact Service Provider 24 hours per day, 7 days per week, by calling Service Provider's regular telephone Maintenance and Support Services number and using Service Provider's after hours paging system. Service Provider's designated support engineer on call will contact Licensee regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. Service Provider reserves the right to notify Licensee that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support Services and to terminate the provision of such Services thereafter, unless Licensee pays Service Provider for such continued after-hours Services at the rate of \$150 per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support Services until normal hours on the next business day. Licensee acknowledges and agrees that Service Provider requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, a properly functioning modem and the appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate or dedicated connection with Service Provider to facilitate Service Provider's on-line Maintenance and Support Services.

(b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(b), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment. On-site Maintenance and Support Services will commence within such period of time after the request and submission of the requisite purchase order by Licensee, not to exceed five (5) business days, as the parties shall mutually agree upon.

(c) Improper Maintenance or Use. Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) if the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by Service Provider; (b) in connection with any Error if Service Provider has previously provided corrections for such Error; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Service Provider), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider, or an authorized subcontractor specifically selected by Service Provider in accordance with Section 11(h) of this Agreement, has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

(d) Excluded Software and Hardware. This Agreement does not govern, and Service Provider shall not be responsible for, the maintenance or support of any software other than the Software or for any hardware or equipment of any kind or nature, whether or not obtained by Licensee from Service Provider.

3. UPGRADES AND ENHANCEMENTS. Service Provider will provide to Licensee, in accordance with Service Provider's then current policies, all Upgrades and Enhancements to the Software released during the term of this Agreement. Licensee acknowledges and agrees that Service Provider has the right, at any time, to change the specifications and operating characteristics of the Software and Service Provider's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Service Provider and the sole and exclusive property of Service Provider, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive

property of Service Provider.

4. LICENSEE'S RESPONSIBILITIES.

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Service Provider.

5. FEES, PAYMENTS, CURRENCY AND GOVERNMENTAL CHARGES.

(a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in accordance with Service Provider's then-current Annual Maintenance Fee Schedule for each Software module licensed. Exhibit A attached hereto sets forth the initial annual maintenance fees for each Software module licensed and for all Software modules licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA. For the period of the first full twelve (12) months following the date Service Provider issues license codes for the Software to Licensee, Service Provider shall invoice Licensee for the initial annual maintenance fees simultaneously with Service Provider's invoicing of Licensee for the license fees associated with the licensing of the Software under the EULA. Thereafter, Service Provider shall invoice Licensee for subsequent annual maintenance fees at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences).

(b) Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), and Service Provider agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is

not obligated to provide in the manner requested, and Service Provider agrees to provide the requested Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider's standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.

(c) Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Service Provider in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Service Provider shall invoice Licensee for all incidental costs and expenses hereunder. (Travel related expenses incurred by Hyland in delivering services to Florida Housing pursuant to this Agreement shall be billed by Hyland. Such travel related expenses shall include but are not limited to airline tickets (tourist or coach class) and rental car (intermediate). Florida Housing shall also pay Hyland for hotel accommodations, meals (unless provided by Florida Housing) and incidental expenses (fees and tips given to porters, baggage carriers, bellhops and hotel maids) incurred by Hyland in the course of providing services to Florida Housing in accordance with the applicable per diem rates published by the U.S. General Services Administration at the following link: <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.htm>)

(d) Payments; Remedies.

(1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.

(2) Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.

(3) Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.

(4) U.S. Dollars. All payments by Licensee to Service Provider shall be made in U.S. dollars.

(e) Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all governmental charges, as may be applicable, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

6. LIMITED WARRANTY.

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result

of any circumstances described in Section 2(c) or (d), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

7. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. TERM, RENEWAL AND TERMINATION.

(a) Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Service Provider issues to Licensee license codes for the Software modules licensed by Licensee under the EULA and shall expire on the first annual anniversary of such date; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Early Termination.

(1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

(2) By Service Provider.

(A) For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time

period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(B) Non-Renewal. Service Provider may elect not to renew this Agreement by written notice to Licensee. If Service Provider delivers such a notice, this Agreement shall terminate on the later of (i) December 31, 2008; or (ii) the end of the annual maintenance period that first ends at least forty-five (45) days after the date of such non-renewal notice.

(3) By Licensee.

(A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.

(B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

(C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due under Section 5(d)(1) of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

(4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

(c) Effect of Termination.

(1) Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.

(2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and

ownership), Section 5(e), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

(3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(3)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(3)(C)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

9. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. GENERAL PROVISIONS.

(a) **Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Leon County, Florida.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Integration. This Agreement and the EULA, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Licensee. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.

(h) Subcontracting. Service Provider may subcontract all or any part of the Maintenance and Support Services. Service Provider shall remain responsible to Licensee for the provision of any subcontracted services.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

FLORIDA HOUSING FINANCE CORPORATION

HYLAND SOFTWARE, INC.

Business Address: 227 North Bronough Street, Suite 5000

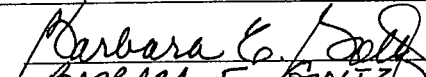
Tallahassee, Florida 32301

By:

Print Name:

Title:

Date:


BARBARA E. GOLTZ
CHIEF FINANCIAL OFFICER
December 30, 2004

By:

Print Name:

Title:

Date:

Exhibit A

Product Description	Quantity	TOTAL ANNUAL MAINTENANCE
OnBase Multi-User Server	1	\$900.00
Web Server	1	\$1,800.00
EDM Services	1	\$900.00
Outlook Integration	1	\$900.00
Virtual Print Driver	1	\$900.00
Monarch Data Mining Integration	1	\$900.00
Concurrent Client (1 - 100)	20	\$4,320.00
Named User Client (1 - 100)	5	\$540.00
Workflow Enterprise Server	1	\$9,000.00
Workflow Concurrent Client	5	\$900.00
Workflow Named User Client	5	\$400.00
Application Enabler	1	\$2,700.00
COLD/ERM	1	\$1,800.00
E-Forms	1	\$1,800.00
Production Document Imaging	1	\$900.00
Desktop Document Imaging	3	\$540.00
WorkView	1	\$1,800.00
WorkView Concurrent Client	5	\$900.00
WorkView Named Client	5	\$450.00
Verity Full Text Indexing Server	1	\$1,800.00
Verity Full Text Indexing Concurrent Client	5	\$270.00
Batch OCR	1	\$180.00
TOTAL:		\$34,600.00

34650.00
 per P.O. 7020
 12-30-2004

OnBase® End User License Agreement IMPORTANT- READ CAREFULLY

This OnBase® End User License Agreement ("EULA") is made between Hyland Software, Inc. ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and Florida Housing Finance Corporation, a Florida corporation ("User"), 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301 with respect to the licensing of the OnBase® Information Management System software modules described on Exhibit A attached hereto ("Software").

1. LICENSE:

- (a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as herein provided), non-exclusive, non-assignable (except as herein provided), limited license to the Software, in machine-readable object code form only, solely for use by User internally, and only for capturing, storing, processing and accessing User's own data, and not for use for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or Query API module to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid to Hyland Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed. User shall not make additional copies of the Software.
- (d) User agrees: (1) not to remove any Hyland notices in the Software; (2) not to sell, transfer, rent, lease or sublicense the Software or documentation to any third party; (3) not to alter or modify the Software; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare derivative works therefrom.
- (e) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland.

2. OWNERSHIP: Hyland and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. INSTALLATION: User may retain Hyland to provide installation services pursuant to the terms of a separate Work Agreement between the parties. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

4. LIMITED WARRANTY:

- (a) For a period of ninety (90) days from the date of first installation of the Software at User's site, Hyland warrants

to User that the media on which the Software is distributed are free from defects in materials and in workmanship.

- (b) For a period of ninety (90) days from the Maintenance Commencement Date (as defined below), Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the user documentation published by Hyland related to the Software that has been delivered to User in written or electronic form, including user manuals, and that relates to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused. Hyland does not warrant that the functions contained in the Software will meet User's requirements or that the operation of the Software will be uninterrupted or error free. Due to the inherent complexity of computer software, User is advised to verify User's work.

For purposes of this warranty, the term "Maintenance Commencement Date" as to any Software means the date on which the first maintenance period under the separate Software Maintenance Agreement between Hyland and User commences with respect to such Software.

- (c) Customer's sole and exclusive remedy for a breach of the express limited warranties under paragraph (a) or (b) shall be as follows: Provided that, within the applicable 90-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the nonconformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.
- (d) HYLAND AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.
- (e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. LIMITATIONS OF LIABILITY: IN NO CASE SHALL HYLAND'S LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. HYLAND AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.

6. MAINTENANCE: User may purchase maintenance and technical support services from Hyland or its authorized reseller pursuant to the terms of a separate Software Maintenance Agreement.

7. TERMINATION: Hyland may terminate this EULA immediately and any license to use the Software will automatically terminate without notice if User fails to comply with any provision of this EULA. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall

immediately (a) discontinue any and all use of the Software and related documentation, (b) return the Software and any related documentation to Hyland, and (c) certify in writing to Hyland that User has completed the preceding actions. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

8. **SEVERABILITY:** In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. **NOTICE:** All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW:** The laws of the State of Florida shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not be applicable with respect to this EULA.

11. **JURISDICTION:** Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Florida, in the County of Leon, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

12. **ENTIRE AGREEMENT:** This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

13. **U.S. GOVERNMENT END USERS:** The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

FLORIDA HOUSING FINANCE CORPORATION

HYLAND SOFTWARE, INC.

Business Address: 227 North Bronough Street, Suite 5000,
Tallahassee, Florida 32301

By: Barbara E. Gold
Print Name: BARBARA E. GOLD
Title: CHIEF FINANCIAL OFFICER
Date: December 30, 2004

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A
TO
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

Product Description	Product Code	Quantity
OnBase Multi-User Server	OBIPW1	1
Web Server	WTIPW1	1
EDM Services	DMIP11	1
Outlook Integration	OLIP11	1
Virtual Print Driver	PTIPC1	1
Monarch Data Mining Integration	MNIP11	1
Concurrent Client (1 – 100)	CTIPC1	20
Named User Client (1 – 100)	CTIPN1	5
Workflow Enterprise Server	WFIP11	1
Workflow Concurrent Client	WFIPC1	5
Workflow Named User Client	WWIPN1	5
Application Enabler	AEIP11	1
COLD/ERM	CLIPW1	1
E-Forms	FMIP11	1
Production Document Imaging	DIIPW1	1
Desktop Document Imaging	AIIPW2	3
WorkView	RMIP11	1
WorkView Concurrent Client	RMIPC1	5
WorkView Named Client	RMIPN1	5
Verity Full Text Indexing Server	VTIP11	1
Verity Full Text Indexing Concurrent Client	VTIPC1	5
Batch OCR	OCIPW1	1

2. Such additional modules of the OnBase® Information Management System with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized reseller. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

3. All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or its authorized reseller.

Payment of Software license fees:

Unless and until Hyland notifies User in writing to the contrary, the Software license fees due and payable by User shall be mutually agreed upon by User and Hyland's authorized reseller from which User ordered the Software; User is authorized to make any and all payments of such Software license fees to such authorized reseller pursuant to such payment terms as User shall have mutually agreed to with such authorized reseller; and User agrees to pay such Software license fees and to make all such payments in accordance with such mutually agreed upon terms.

Contract #: 11152004-3063

HYLAND SOFTWARE, INC.
ONBASE® EVALUATION SOFTWARE LICENSE AGREEMENT

This OnBase® Evaluation Software License Agreement is made and entered into by and between Hyland Software, Inc., 28500 Clemens Road, Westlake, OH 44145 USA, an Ohio corporation, hereinafter referred to as "HYLAND," and the person or entity using the OnBase® Software modules listed on Exhibit A attached hereto ("Software") and signing this Agreement in the space provided below ("User").

RECITALS:

WHEREAS, User has requested the right to use the Software solely for evaluation, demonstration and certain internal, non-commercial uses of User; and

WHEREAS, User understands that Hyland will make no warranties or promises related to the Software or the installation thereof, and that the Software is licensed under this Agreement without support or maintenance from Hyland;

NOW, THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE:** Hyland grants to User a non-exclusive, non-assignable, non-transferable, personal and limited license to use one (1) copy of the Software, in machine-readable object code form only, solely for User's evaluation of the Software, demonstration of the Software solely to User's employees, and internal, non-commercial uses to determine whether or not the Software achieves User's business objectives. User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. User shall not make additional copies of the Software. User shall not make any commercial use of the Software or use the Software in any other manner not expressly permitted by this Agreement. The Software is licensed for use by a single organization and may not be used for processing of third-party data as a service bureau or application service provider. User agrees: a) not to remove any Hyland notices in the Software; b) not to copy, sell, transfer, rent, lease or sublicense the Software or the documentation to any third party; c) not to modify the Software (except for the customary adaptation of the Software for its business); and d) not to reverse engineer, disassemble or decompile, or otherwise attempt to derive source code from, the Software, or prepare derivative works therefrom. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software module licenses required. The required number of Software module licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware.

Title to and all ownership rights in the Software and related documentation, and all patents, copyrights, trade secrets and other intellectual property or proprietary rights therein or associated therewith, shall at all times be and remain in Hyland, and User shall not at any time challenge or contest the validity, ownership, title or registration of Hyland in and to the Software and related documentation or any and all such intellectual property or proprietary rights, or the validity of the license granted hereunder. User shall not remove any Hyland notices in the Software or related documentation.

Hyland shall deliver to User one (1) copy of the current documentation for the Software, for User's use solely in conjunction with the Software and in accordance with the limitations of this Agreement. User agrees that it shall not make any additional copies of such documentation.

2. **EVALUATION PERIOD; TERMINATION:** This Agreement and the limited license granted hereby will terminate: (a) 90 days after the date Hyland delivers the Software to User; or (b) at any earlier time that Hyland elects to terminate this Agreement and the limited license, immediately upon the delivery of written notice to such effect to User. The term of this Agreement and the limited license shall be referred to herein as the "Evaluation Period." User's non-disclosure and non-use obligations as described in Section 4 below shall survive termination of this Agreement for any reason.

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3. **NO MAINTENANCE OR SUPPORT:** User acknowledges and agrees that Hyland shall not be obligated to provide any maintenance or support of the Software to User and that Hyland's customer service center, technical services department and integration services team are not available to User and are only available to customers who have purchased a valid commercial use software license and maintenance agreement. All questions or requests should be directed to Hyland's sales and marketing departments.

4. **NON-DISCLOSURE:** User agrees to hold in confidence, and to take all reasonable steps to avoid publication or disclosure of (except as required by law or court order), Hyland's confidential information. "Confidential information" shall mean: (a) all information and/or material obtained by User from, or disclosed to User by, Hyland or any of its authorized agents or resellers that relates to Hyland's past, present or future business activities and which is clearly labeled or identified in writing to User at the time of disclosure as "Confidential"; and (b) the Software and related documentation and all related or included software source documents, algorithms, formulae, ideas, techniques, know-how, inventions, product/service specifications, research, experimental work, development, design details and specifications. User agrees that it will not use any confidential information of Hyland for any purpose not expressly authorized by this Agreement or authorized by Hyland in advance in writing.

5. **NO WARRANTY; LIMITATION OF LIABILITY:** Hyland makes no representations that the Software will perform or conform to any Hyland documentation or statement, either written or verbal. **HYLAND MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE AND PROVIDES THE SOFTWARE "AS IS."** User's sole recourse in the event of any dissatisfaction with the Software is to stop using the Software and return it to Hyland.

HYLAND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. HYLAND SHALL HAVE NO LIABILITY FOR ANY WARRANTY, TRAINING OR INSTALLATION OR FOR USE OF THE SOFTWARE. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF USE OR INABILITY TO USE THE SOFTWARE, EVEN IF HYLAND HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.

Hyland and its suppliers are not responsible for any costs including, without limitation, loss of business profits, business interruption, loss of business information, the cost of recovering such information, the cost of substitute software or claims by third parties. No oral or written information given by Hyland, its agents or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. **RIGHTS AND OBLIGATIONS OF USER UPON TERMINATION OF EVALUATION PERIOD:** Upon expiration or other termination of the Evaluation Period, User immediately shall either (i) discontinue any and all use of the Software and related documentation and return the Software and documentation to Hyland; or (ii) deliver payment of the license price that has been agreed upon for the Software to Hyland (if User licenses OnBase® software modules directly from Hyland) or to Hyland's reseller (if User licenses OnBase® software modules through such reseller), and confirm in writing to Hyland that the Software is added as additional Software licensed under the OnBase® End User License Agreement already in effect between Hyland or its reseller and User for the other OnBase Software licensed by User.

7. **U.S. GOVERNMENT END USERS:** The terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the

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Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

8. **GOVERNING LAW:** This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the conflicts of laws provisions thereof.

9. **EXCLUSIVE VENUE AND JURISDICTION:** Any legal action brought concerning this Agreement or any dispute hereunder shall be brought only in the courts of the State of Florida, in the County of Leon, or in the federal courts located in such state (and county). Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve Hyland's objectives of this provision.

10. **SEVERABILITY:** In the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable, it shall not affect any other provisions of this Agreement.

11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, documents, and proposals, oral or written. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

12. **NO ASSIGNMENT OR SUBLICENSE BY USER:** User may not assign, transfer or sublicense all or part of this Agreement without the prior written consent of Hyland.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

FLORIDA HOUSING FINANCE CORPORATION

HYLAND SOFTWARE, INC.

By: [Signature]

By: [Signature]

Print Name ORLANDA CABRELA

Print Name W.A. PRIEMER

Title EXECUTIVE DIRECTOR

Title VP

Date 12/6/04

Date 12-7-04

Date



Contract #: 11152004-3063

EXHIBIT A
TO
EVALUATION SOFTWARE LICENSE AGREEMENT

Software licensed for use pursuant to this Agreement:

OnBase® Product Name	Product Code	Quantity
Concurrent Client 1-100	CTPC1	1
Production Document Imaging	DHPW1	1
E-Forms	FMIP11	1
Multi-User License	OBIPW1	1
Workflow Departmental Server	WFIPD1	1
Workflow Concurrent Client	WFIPC1	1
WorkView	RMIP11	1
WorkView Concurrent Client	RMIPC1	1

**HYLAND SOFTWARE, INC.
ONBASE® EVALUATION SOFTWARE LICENSE AGREEMENT**

This OnBase® Evaluation Software License Agreement is made and entered into by and between Hyland Software, Inc., 28500 Clemens Road, Westlake, OH 44145 USA, an Ohio corporation, hereinafter referred to as "HYLAND," and the person or entity using the OnBase® Software modules listed on Exhibit A attached hereto ("Software") and signing this Agreement in the space provided below ("User").

RECITALS:

WHEREAS, User has requested the right to use the Software solely for evaluation, demonstration and certain internal, non-commercial uses of User; and

WHEREAS, User understands that Hyland will make no warranties or promises related to the Software or the installation thereof, and that the Software is licensed under this Agreement without support or maintenance from Hyland;

NOW, THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE:** Hyland grants to User a non-exclusive, non-assignable, non-transferable, personal and limited license to use one (1) copy of the Software, in machine-readable object code form only, solely for User's evaluation of the Software, demonstration of the Software solely to User's employees, and internal, non-commercial uses to determine whether or not the Software achieves User's business objectives. User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. User shall not make additional copies of the Software. User shall not make any commercial use of the Software or use the Software in any other manner not expressly permitted by this Agreement. The Software is licensed for use by a single organization and may not be used for processing of third-party data as a service bureau or application service provider. User agrees: a) not to remove any Hyland notices in the Software; b) not to copy, sell, transfer, rent, lease or sublicense the Software or the documentation to any third-party; c) not to modify the Software (except for the customary adaptation of the Software for its business); and d) not to reverse engineer, disassemble or decompile, or otherwise attempt to derive source code from, the Software, or prepare derivative works therefrom. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software module licenses required. The required number of Software module licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware.

Title to and all ownership rights in the Software and related documentation, and all patents, copyrights, trade secrets and other intellectual property or proprietary rights therein or associated therewith, shall at all times be and remain in Hyland, and User shall not at any time challenge or contest the validity, ownership, title or registration of Hyland in and to the Software and related documentation or any and all such intellectual property or proprietary rights, or the validity of the license granted hereunder. User shall not remove any Hyland notices in the Software or related documentation.

Hyland shall deliver to User one (1) copy of the current documentation for the Software, for User's use solely in conjunction with the Software and in accordance with the limitations of this Agreement. User agrees that it shall not make any additional copies of such documentation.

2. **EVALUATION PERIOD; TERMINATION:** This Agreement and the limited license granted hereby will terminate: (a) 90 days after the date Hyland delivers the Software to User; or (b) at any earlier time that Hyland elects to terminate this Agreement and the limited license, immediately upon the delivery of written notice to such effect to User. The term of this Agreement and the limited license shall be referred to herein as the "Evaluation Period." User's non-disclosure and non-use obligations as described in Section 4 below shall survive termination of this Agreement for any reason.

3. **NO MAINTENANCE OR SUPPORT:** User acknowledges and agrees that Hyland shall not be obligated to provide any maintenance or support of the Software to User and that Hyland's customer service center, technical services department and integration services team are not available to User and are only available to customers who have purchased a valid commercial use software license and maintenance agreement. All questions or requests should be directed to Hyland's sales and marketing departments.

4. **NON-DISCLOSURE:** User agrees to hold in confidence, and to take all reasonable steps to avoid publication or disclosure of (except as required by law or court order), Hyland's confidential information. "Confidential information" shall mean: (a) all information and/or material obtained by User from, or disclosed to User by, Hyland or any of its authorized agents or resellers that relates to Hyland's past, present or future business activities and which is clearly labeled or identified in writing to User at the time of disclosure as "Confidential"; and (b) the Software and related documentation and all related or included software source documents, algorithms, formulae, ideas, techniques, know-how, inventions, product/service specifications, research, experimental work, development, design details and specifications. User agrees that it will not use any confidential information of Hyland for any purpose not expressly authorized by this Agreement or authorized by Hyland in advance in writing.

5. **NO WARRANTY; LIMITATION OF LIABILITY:** Hyland makes no representations that the Software will perform or conform to any Hyland documentation or statement, either written or verbal. HYLAND MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE AND PROVIDES THE SOFTWARE "AS IS." User's sole recourse in the event of any dissatisfaction with the Software is to stop using the Software and return it to Hyland.

HYLAND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. HYLAND SHALL HAVE NO LIABILITY FOR ANY WARRANTY, TRAINING OR INSTALLATION OR FOR USE OF THE SOFTWARE. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF USE OR INABILITY TO USE THE SOFTWARE, EVEN IF HYLAND HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.

Hyland and its suppliers are not responsible for any costs including, without limitation, loss of business profits, business interruption, loss of business information, the cost of recovering such information, the cost of substitute software or claims by third parties. No oral or written information given by Hyland, its agents or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. **RIGHTS AND OBLIGATIONS OF USER UPON TERMINATION OF EVALUATION PERIOD:** Upon expiration or other termination of the Evaluation Period, User immediately shall either (i) discontinue any and all of use of the Software and related documentation and return the Software and documentation to Hyland; or (ii) deliver payment of the license price that has been agreed upon for the Software to Hyland (if User licenses OnBase® software modules directly from Hyland) or to Hyland's reseller (if User licenses OnBase® software modules through such reseller), and confirm in writing to Hyland that the Software is added as additional Software licensed under the OnBase® End User License Agreement already in effect between Hyland or its reseller and User for the other OnBase Software licensed by User.

7. **U.S. GOVERNMENT END USERS:** The terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the

Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

8. **GOVERNING LAW:** This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the conflicts of laws provisions thereof.

9. **EXCLUSIVE VENUE AND JURISDICTION:** Any legal action brought concerning this Agreement or any dispute hereunder shall be brought only in the courts of the State of Florida, in the County of Leon, or in the federal courts located in such state (and county). Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve Hyland's objectives of this provision.

10. **SEVERABILITY:** In the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable, it shall not affect any other provisions of this Agreement.

11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, documents, and proposals, oral or written. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

12. **NO ASSIGNMENT OR SUBLICENSE BY USER:** User may not assign, transfer or sublicense all or part of this Agreement without the prior written consent of Hyland.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

FLORIDA HOUSING FINANCE CORPORATION

HYLAND SOFTWARE, INC.

By:  _____

By: _____

Print Name ORLANDO CABREZA

Print Name _____

Title EXECUTIVE DIRECTOR

Title _____

Date 12/6/04

Date _____

EXHIBIT A
TO
EVALUATION SOFTWARE LICENSE AGREEMENT

Software licensed for use pursuant to this Agreement:

OnBase® Product Name	Product Code	Quantity
Concurrent Client 1-100	CTIPC1	1
Production Document Imaging	DIIPW1	1
E-Forms	FMIPI1	1
Multi-User License	OBIPW1	1
Workflow Departmental Server	WFIPD1	1
Workflow Concurrent Client	WFIPC1	1
WorkView	RMIP11	1
WorkView Concurrent Client	RMIPC1	1

WORK AGREEMENT

This Work Agreement ("Work Agreement") is made and entered into as of this 18th day of April, 2005 ("Work Agreement Date"), by and between:

Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
"Hyland"

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301
"Florida Housing"

1. **Workflow Discovery Services:**

Business Process Analysis: Hyland will provide, upon reasonable request and with the cooperation of Customer personnel, discovery services to determine Customer functional requirements for the Compliance Department's 8823 process to be implemented using the Workflow module of the OnBase® Information Management System software ("Software") licensed by Customer. The services may be provided either at Hyland's offices in Westlake, Ohio, or at Customer's offices in Tallahassee, Florida.

Hyland will require the assistance of Customer to determine the business processes to be automated and the specific functional requirements a contemplated solution must address. At a minimum, Customer will provide the following assistance:

- Availability of Customer's business process owners; and
- Availability of Customer's project leaders to coordinate the above listed resources

Workflow Functional Specification Generation: Hyland will review the information gathered during process analysis meetings with the Customer and prepare a document (the "Workflow Functional Specifications Document") containing the proposed functional specifications for the solution (the "Workflow Solution").

Onsite Functional Specification Review: Hyland will conduct a review meeting with the Customer to identify and resolve any requirements, which the Customer believes, have been improperly excluded from or misrepresented in the Workflow Functional Specifications Document. Hyland will submit a final requirements document to the Customer following that meeting.

2. **Work Plan:**

Hyland estimates the duration of the services provided by Hyland pursuant to this Work Agreement will be ten (10) working days (with a "working day" being defined as the services of one (1) person for a period of eight (8) hours). The services may not be provided on contiguous calendar days. The actual number of working days may vary and does not necessarily reflect the number of calendar days that will be required to perform such services. The parties agree that any services or work products developed as described in this Work Agreement that have been performed prior to the execution of this Work Agreement by the parties nevertheless shall be covered by all terms and conditions of this Work Agreement.

3. **Compensation And Payment Schedule:**

Hyland will charge services fees to Florida Housing for the services under this Work Agreement determined on a time and materials basis at the rate of \$1,700.00 (WFCNS1) per working day, plus travel and expenses. The total estimated cost for such services is \$17,000.00, plus travel and expenses. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Florida Housing will be invoiced based on the amount of time actually required to complete the project.

Travel Expenses: Travel related expenses incurred by Hyland in delivering services to Florida Housing pursuant to this Work Agreement shall be billed by Hyland. Such travel related expenses shall include but are not limited to airline tickets (tourist or coach class) and rental car (intermediate). Florida Housing shall also pay Hyland for hotel accommodations, meals (unless provided by Florida Housing) and incidental expenses (fees and tips given to porters, baggage carriers, bellhops and hotel maids) incurred by Hyland in the course of providing services to Florida Housing in accordance with the applicable per diem rates published by the U.S. General Services Administration at the following link: <http://policyworks.gov/org/main/mt/homepage/mnt/perdiem/travel.htm>

Hyland will invoice Florida Housing for amounts payable under this Work Agreement on a monthly basis, and a final invoice upon completion of the services. All payments will be due and payable in full net thirty (30) days after invoice date. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Florida Housing in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Work Agreement unless and until such default has been cured.

4. **Florida Housing Obligations:**

In addition to the other obligations of Florida Housing set forth in this Work Agreement:

Assistance And Obligations: Florida Housing agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Work Agreement, will provide such Florida Housing resources as Hyland may reasonably request in connection with Hyland's performance of all contemplated services hereunder, in particular personnel of Florida Housing who are knowledgeable regarding the implementation desired by Florida Housing. Florida Housing acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Work Agreement, Hyland's ability to provide the services and meet the schedule set forth in this Work Agreement may be adversely affected.

Protection Of Florida Housing's Systems: Florida Housing agrees to use its commercially reasonable efforts to isolate and backup or otherwise archive its computer systems, including its computer programs, data and files. Florida Housing acknowledges and agrees that Hyland has no responsibility or obligation for any such isolation, backing-up or archiving, or the failure to do the same. Hyland further shall have no liability or responsibility for any lost or damaged computer systems, computer programs, data or files.

Safe Work Environment: Florida Housing will be responsible for and shall ensure that while Hyland employees, agents or contractors are on Florida Housing's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. Change Order Authorization:

In the event that additional services are recommended by Hyland or requested in writing by Florida Housing that are outside the scope of this Work Agreement, a change order will be generated by Hyland. In the case of a change order produced based upon the written request of Florida Housing, Hyland may in its discretion charge Florida Housing on a time and materials basis for all services provided in connection with the review of the request and the preparation of the change order. The change order will contain the details of the extension to this Work Agreement and will contain time and cost estimates. If both parties execute the change order, an Addendum to this Work Agreement or a new Work Agreement will be generated to cover the items listed in the change order.

The following Hyland personnel are authorized to sign for change order acceptance related to this Work Agreement:

A.J. Hyland	President
Chris Hyland	EVP
Mark Davis	VP Technical Services

6. Limited Warranty:

Warranty For Services: Hyland warrants to Florida Housing that the services provided under this Work Agreement shall be done in a good and workmanlike manner and substantially according to industry standards. This warranty shall be effective for a period of ninety (90) days following the completion of the services in question ("Warranty Period"). Florida Housing must notify Hyland in writing during the Warranty Period if Florida Housing believes any services do not conform to this warranty. If, after such timely notice from Florida Housing, the services are determined not to conform to this warranty, Hyland's sole obligation, and Florida Housing's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Florida Housing's sole and entire remedy is termination of this Work Agreement in exchange for a refund of the amount paid by Florida Housing to Hyland for the portion of the nonconforming services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Florida Housing or a third party, failure of Florida Housing to perform and fulfill its obligations in connection with the project covered by this Work Agreement in accordance with the section marked "Florida Housing Obligations", or defects that are outside the reasonable control of Hyland. Florida Housing agrees to compensate Hyland, on a time and materials basis and at the hourly rate set forth in this Work Agreement, for any services provided by Hyland at Florida Housing's request to remedy excluded non-performance problems.

Disclaimer Of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THE "WARRANTY FOR SERVICES" PARAGRAPH ABOVE, HYLAND MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS WORK AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY SERVICES, WORK PRODUCTS OR INNOVATIONS PROVIDED WILL SATISFY FLORIDA HOUSING'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS WORK

AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

7. Limitation Of Liability:

HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WORK AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS OR INNOVATIONS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY FLORIDA HOUSING TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS WORK AGREEMENT.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

8. Force Majeure:

No failure, delay or default in performance of any obligation of a party to this Work Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Work Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, Florida Housing, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Florida Housing will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Work Agreement.

9. Governing Law And Jurisdiction:

This Work Agreement and any claim, action, suit, proceeding or dispute arising out of this Work Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Work Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Leon County, Florida.

10. Confidential Information:

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential

between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Work Agreement for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a "trade secret", for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 10 committed by any of such party's employees, agents, consultants, contractors or representatives.

11. Binding Effect And Assignments:

This Work Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Work Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section shall be null and void and of no force or effect.

12. Acceptance Of Work Agreement:

This Work Agreement represents Hyland's offer to perform the described services on the terms set forth herein; and this offer shall be accepted only upon Florida Housing signing and delivering this Work Agreement to Hyland on or before 5:00 p.m., Eastern Time, on Friday, April 22, 2005 (the "Acceptance Deadline"). Hyland may withdraw this offer at any time prior to acceptance by Florida Housing. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Hyland, if this offer is not accepted, in the manner provided above, by Florida Housing on or before the Acceptance Deadline.

13. Transmittal And Delivery of Accepted Work Agreement:

For purposes of this Work Agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Work Agreement and shall be given the same force and effect.

14. Files:

(a) Contents of the Files: Hyland shall maintain files containing documentation to verify all compensation to Hyland in connection with this Work Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Hyland in connection with this Work Agreement. Hyland shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Work Agreement.

(b) Retaining the Files: Hyland shall maintain these files for at least five (5) years following the termination of this Work Agreement, except that, if any litigation, claim or audit is commenced with

respect to the transactions documented by such files before the end of the aforementioned five year period and extends beyond the expiration of the five year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(c) Access to the Files: Hyland and its employees shall allow Florida Housing or its agent(s) access to its files related to this Work Agreement during normal business hours, 8:00 am to 5:00 pm, Monday through Friday.

(d) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Hyland in connection with this Work Agreement is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). Hyland represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law. To the extent authorized by Florida's Public Records Law, Florida Housing represents and acknowledges that the Software is proprietary data processing software of Hyland that Florida Housing is prohibited from disclosing under this Agreement.

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No funds, compensation or other resources received by Hyland in connection with this Work Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any Florida state or Federal agency. Hyland further acknowledges that it has not retained the services of any lobbyist, consultant or former Florida Housing employee whose last date of employment was less than two years prior to the date of the services contemplated in this Work Agreement to assist in the procurement and negotiation of this Work Agreement.

16. Legal Authorization:

Hyland certifies with respect to this Work Agreement that it possesses the legal authority to enter into this Work Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Work Agreement with all covenants and assurances contained herein. Hyland also certifies that the undersigned possesses the authority to legally execute and bind Hyland to the terms of this Work Agreement.

17. Public Entity Crime:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

18. Conflicts of Interest:

(a) Pursuant to Section 420.512(5), Fla. Stat.:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider’s application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.”

(b) Section 420.503(31), Fla. Stat., states:

“ ‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."
- (c) By executing this contract, Hyland certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.
- (d) In addition to the conflict of interest rules imposed by the Florida Statutes, should Hyland become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Work Agreement and prior to the conclusion of the Work Agreement, Hyland will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in this Work Agreement, within 10 working days. If Hyland is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Work Agreement shall be subject to forfeiture to Florida Housing.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Work Agreement as of the day and year first above written.

HYLAND SOFTWARE, INC.

By: Mark J. Davis
Name (Print): MARK J. DAVIS
Title: VP
Date: 4-18-05

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]
Name (Print): ORLANDO CABRERA
Title: EXECUTIVE DIRECTOR
Date: 4-15-05



WORK AGREEMENT

This Work Agreement ("Work Agreement") is made and entered into as of this 29 day of MARCH, 2005 ("Work Agreement Date"), by and between:

Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
"Hyland"

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301
"Florida Housing "

1. **Services:**

SharePoint® Discovery: Hyland will provide discovery services to Florida Housing to determine cooperatively with Florida Housing the technical integration between SharePoint and the OnBase® Software. The services may be provided either at Hyland's offices in Westlake, Ohio or at Customer's offices in Tallahassee, Florida.

Functional Specification Generation: Hyland will review the information gathered during process analysis meetings with Florida Housing and prepare a document (the "SharePoint Integration Functional Specifications Document") containing the proposed functional specifications for the solution (the "SharePoint Integration Solution").

Onsite Functional Specification Review: Hyland will conduct a review meeting with Florida Housing to identify and resolve any requirements which the Customer believes have been improperly excluded from or misrepresented in the SharePoint Integration Functional Specifications Document. Hyland will submit a final requirements document to the Customer following that meeting.

Hyland will commence providing the described services on or about April 4, 2005. Hyland will use commercially reasonable efforts to complete the described services on or about April 30, 2005.

2. **Responsibilities Of Florida Housing:**

Personnel: To facilitate the execution of the above services, Florida Housing agrees to provide the following dedicated personnel:

- Availability of Customer's SharePoint technical lead,
- Availability of Customer's project leaders to coordinate the above listed resources;

The parties acknowledge and agree that the absence of the foregoing personnel may result in the delay of the performance and completion of the services.

3. **Work Plan:**

Hyland estimates the duration of the services provided by Hyland pursuant to this Work Agreement will be ten (10) working days (with a "working day" being defined as the services of one (1) person for a period of eight (8) hours). The services may not be provided on contiguous calendar days. The actual number of working days may vary and does not necessarily reflect the number of calendar days that will be required to perform such services. The parties agree that any services or work products developed as described in this Work Agreement that have been performed prior to the execution of this Work Agreement by the parties nevertheless shall be covered by all terms and conditions of this Work Agreement

4. **Compensation And Payment Schedule:**

Hyland will charge and bill services fees to Florida Housing for the services provided under this Work Agreement determined on a time and materials basis at the rate of \$1,700.00 per working day, plus travel and expenses. The total estimated cost for such services is \$17,000.00, plus travel and expenses. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Florida Housing will be invoiced based on the amount of time actually required to complete the project.

Travel Expenses: Travel related expenses incurred by Hyland in delivering services to Florida Housing pursuant to this Work Agreement shall be billed by Hyland. Such travel related expenses shall include but are not limited to airline tickets (tourist or coach class) and rental car (intermediate). Florida Housing shall also pay Hyland for hotel accommodations, meals (unless provided by Florida Housing) and incidental expenses (fees and tips given to porters, baggage carriers, bellhops and hotel maids) incurred by Hyland in the course of providing services to Florida Housing in accordance with the applicable per diem rates published by the U.S. General Services Administration at the following link: <http://policyworks.gov/org/main/mt/homepage/mt/perdiem/travel.htm>

Hyland will invoice Florida Housing for amounts payable under this Work Agreement on a monthly basis, and a final invoice upon completion of the services. All payments will be due and payable in full net thirty (30) days after invoice date. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Florida Housing in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Work Agreement unless and until such default has been cured.

5. **Florida Housing Obligations:**

In addition to the other obligations of Florida Housing set forth in this Work Agreement:

Assistance And Obligations: Florida Housing agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Work Agreement, will provide such Florida Housing resources as Hyland may reasonably request in connection with Hyland's performance of all contemplated services hereunder, in particular personnel of Florida Housing who are knowledgeable regarding the implementation desired by Florida Housing. Florida Housing acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Work Agreement, Hyland's ability to provide the services and meet the schedule set forth in this Work Agreement may be adversely affected.

Protection Of Florida Housing's Systems: Florida Housing agrees to use its commercially reasonable efforts to isolate and backup or otherwise archive its computer systems, including its computer programs, data and files. Florida Housing acknowledges and agrees that Hyland has no responsibility or obligation

for any such isolation, backing-up or archiving, or the failure to do the same. Hyland further shall have no liability or responsibility for any lost or damaged computer systems, computer programs, data or files.

Safe Work Environment: Florida Housing will be responsible for and shall ensure that while Hyland employees, agents or contractors are on Florida Housing's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

6. **Change Order Authorization:**

In the event that additional services are recommended by Hyland or requested in writing by Florida Housing that are outside the scope of this Work Agreement, a change order will be generated by Hyland. In the case of a change order produced based upon the written request of Florida Housing, Hyland may in its discretion charge Florida Housing on a time and materials basis for all services provided in connection with the review of the request and the preparation of the change order. The change order will contain the details of the extension to this Work Agreement and will contain time and cost estimates. If both parties execute the change order, an Addendum to this Work Agreement or a new Work Agreement will be generated to cover the items listed in the change order.

The following Hyland personnel are authorized to sign for change order acceptance related to this Work Agreement:

A.J. Hyland	President
Chris Hyland	EVP
Mark Davis	VP Technical Services

7. **Limited Warranty:**

Warranty For Services: Hyland warrants to Florida Housing that the services provided under this Work Agreement shall be done in a good and workmanlike manner and substantially according to industry standards. This warranty shall be effective for a period of ninety (90) days following the completion of the services in question ("Warranty Period"). Florida Housing must notify Hyland in writing during the Warranty Period if Florida Housing believes any services do not conform to this warranty. If, after such timely notice from Florida Housing, the services are determined not to conform to this warranty, Hyland's sole obligation, and Florida Housing's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Florida Housing's sole and entire remedy is termination of this Work Agreement in exchange for a refund of the amount paid by Florida Housing to Hyland for the portion of the nonconforming services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Florida Housing or a third party, failure of Florida Housing to perform and fulfill its obligations in connection with the project covered by this Work Agreement in accordance with the section marked "Florida Housing Obligations", or defects that are outside the reasonable control of Hyland. Florida Housing agrees to compensate Hyland, on a time and materials basis and at the hourly rate set forth in this Work Agreement, for any services provided by Hyland at Florida Housing's request to remedy excluded non-performance problems.

Disclaimer Of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THE "WARRANTY FOR SERVICES" PARAGRAPH ABOVE, HYLAND MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS WORK AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING,

WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY SERVICES, WORK PRODUCTS OR INNOVATIONS PROVIDED WILL SATISFY FLORIDA HOUSING'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS WORK AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

8. Limitation Of Liability:

HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WORK AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS OR INNOVATIONS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY FLORIDA HOUSING TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS WORK AGREEMENT.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, OR THE COST OF SUBSTITUTE SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

9. Force Majeure:

No failure, delay or default in performance of any obligation of a party to this Work Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Work Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, Florida Housing, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Florida Housing will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Work Agreement.

10. Governing Law And Jurisdiction:

This Work Agreement and any claim, action, suit, proceeding or dispute arising out of this Work Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Work Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Leon County, Florida.

11. Confidential Information:

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Work Agreement for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a "trade secret", for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 11 committed by any of such party's employees, agents, consultants, contractors or representatives.

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- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

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(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

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(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(b) Section 420.503(31), Fla. Stat., states:

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- (a) A verbal communication made on the record during a public meeting;
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- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(c) By executing this contract, Hyland certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(d) In addition to the conflict of interest rules imposed by the Florida Statutes, should Hyland become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Work Agreement and prior to the conclusion of the Work Agreement, Hyland will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in this Work Agreement, within 10 working days. If Hyland is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Work Agreement shall be subject to forfeiture to Florida Housing.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Work Agreement as of the day and year first above written.

HYLAND SOFTWARE, INC.

FLORIDA HOUSING FINANCE CORPORATION

By: *Mark J. Davis*

By: *Orlando J. Cabrera*

Name (Print): MARK J. DAVIS

Name (Print): Orlando J. Cabrera

Title: VP

Title: Executive Director

Date: 3-28-05

Date: 3-22-05

HYLAND
SOFTWARE
KMH 03/25/05
Initial Date
LEGAL

WORK AGREEMENT

This Work Agreement is made and entered into as of this 17th day of Nov, 2004 ("Effective Date"), by and between:

Hyland Software, Inc.
28500 Clemens Road
Westlake, Ohio 44145
"Hyland"

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301
"Florida Housing"

1. **Solution Discovery Services:**

Hyland will provide discovery services to Florida Housing to determine cooperatively with Florida Housing its business and operational requirements in implementing and configuring the OnBase® Information Management System software (the "Software").

Upon completion of the discovery period, Hyland will review the information gathered during such period and will prepare a preliminary high-level solution design document for the Software base on such information (the "Preliminary High-Level Solution Design Document"). Hyland will present the Preliminary High-Level Solution Design Document for review and approval by Florida Housing. Upon mutual agreement of the parties on the form of the Preliminary High-Level Solution Design Document, the form of such document mutually agreed upon by the parties will become the final high-level solution design document (the "Final High-Level Solution Design Document") for the Software.

Following mutual agreement on the Final High-Level Solution Design Document, Hyland will, working cooperatively with Florida Housing, prepare a written plan for the implementation of the Software (the "Installation Project Plan"). The Installation Project Plan will define milestones, timelines and resources required to implement the OnBase solution as documented in the "Final High-Level Solution Design Document".

Hyland will also perform discovery services to Florida Housing to determine cooperatively with Florida Housing its current requirements in implementing and configuring Sharepoint® with the Software. Upon completion of the discovery period, Hyland will review the information gathered during such period and will prepare a Sharepoint implementation discovery document (the "Sharepoint Implementation Discovery Document"). The Sharepoint Implementation Discovery Document will provide an implementation overview of the requirements to implement Sharepoint with the Software.

2. **Responsibilities Of Customer:**

Personnel: To facilitate the execution of the above services, Florida Housing agrees to provide the following dedicated personnel:

- Availability of Florida Housing's business process owners;
- Availability of Florida Housing's project leaders to coordinate the above listed resources; and
- Sample documents in an electronic format for testing purposes.

The parties acknowledge and agree that the absence of the foregoing personnel may result in the delay of the performance and completion of the services.

3. Work Products:

Hyland will create and deliver the following Work Products (as defined in Section 6 below) in providing services under this Work Agreement:

- Preliminary High-Level Solution Design Document
- Final High-Level Solution Design Document;
- Installation Project Plan; and
- Sharepoint Implementation Discovery Document.

4. Work Plan:

Hyland estimates that the duration of the Project Management services provided by Hyland pursuant to this Work Agreement will be two (2) working weeks (with a "working week" being defined as the services of one (1) project manager, as reasonably needed, to create and deliver the Work Products and provide the services as set forth in this Work Agreement). Hyland estimates the duration of the Solution Analyst services provided by Hyland pursuant to this Work Agreement will be five (5) working days (with a "working day" being defined as the services of one (1) person for a period of eight (8) hours). The actual number of working days or weeks may vary and does not necessarily reflect the number of calendar days that will be required to perform such services. The parties agree that any services or work products developed as described in this Work Agreement that have been performed prior to the execution of this Work Agreement by the parties nevertheless shall be covered by all terms and conditions of this Work Agreement.

5. Compensation And Payment Schedule:

Hyland will charge and bill services fees to Florida Housing for the services provided by Hyland under or in relation to this Work Agreement determined on a time and materials basis at the rate of \$1,700.00 per working day, plus travel and expenses (as hereinafter provided), for Solution Analysts time, and at the rate of \$2,000.00 per working week, plus travel and expenses (as hereinafter provided), for Project Management time. The total estimated cost for such services is \$12,500.00, (i.e. five (5) days of Solution Analyst time at the rate of \$1,700.00 a day, which equals \$8,500.00, and two (2) weeks of Project Management time at the rate of \$2,000.00 a week, which equals \$4,000.00), plus travel and expenses (as hereinafter provided). All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Florida Housing will be invoiced based on the amount of time actually required to complete the project.

Travel Expenses: Travel related expenses incurred by Hyland in delivering services to Florida Housing pursuant to this Work Agreement shall be billed by Hyland. Such travel related expenses shall include but are not limited to airline tickets (tourist or coach class) and rental car (intermediate). Florida Housing shall also pay Hyland for hotel accommodations, meals (unless provided by Florida Housing) and incidental expenses (fees and tips given to porters, baggage carriers, bellhops and hotel maids) incurred by Hyland in the course of providing services to Florida Housing in accordance with the applicable per diem rates published by the U.S. General Services Administration at the following link: <http://policyworks.gov/org/main/mt/homepage/mt/perdiem/travel.htm>

All payments will be due and payable in full net thirty (30) days after invoice date. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Florida Housing in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days

after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Work Agreement unless and until such default has been cured.

6. Ownership Of Work Products, Innovations And Intellectual Property:

Ownership: All work product, documentation, materials, software, including source code, algorithms, formulae, ideas, techniques, know-how, inventions, product/service specifications, research, experimental work, development, design details and specifications associated with any such software (collectively "Work Products"), including, but not limited to, those items identified under "Work Products" above, that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Work Agreement shall be the sole and exclusive property of Hyland. Hyland retains all right, title and interest, on an exclusive basis, in all Work Products.

All designs, processes, procedures, methods and innovations (collectively "Innovations") that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Work Agreement shall be the sole and exclusive property of Hyland.

Hyland shall not be limited or restricted in any way with respect to the assignment or reassignment of its employees, agents, consultants or contractors who have worked on any of the Work Products or Innovations and who have had access to documents delivered under this Work Agreement. Hyland shall, therefore, be free to use the Work Products and Innovations; provided, however, that Hyland shall not use any confidential information of Florida Housing in any manner prohibited by any agreement between Hyland and Florida Housing with respect to such confidential information.

THIS WORK AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. Hyland or its suppliers retain on an exclusive basis for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Hyland in the performance of this Work Agreement, including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated with the Work Products or the Innovations.

Protection Of Work Products And Innovations: Florida Housing agrees to take all reasonable steps to protect all Work Products and Innovations delivered by Hyland to Florida Housing under this Work Agreement, and any related documentation, from unauthorized copying or use. If a Work Product consists of software, the source code of such Work Product shall be deemed to include trade secrets of Hyland or its suppliers. The source code and embodied trade secrets are not licensed to Florida Housing. Florida Housing agrees not to modify, disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any such Work Product for any reason.

Limited License: Subject to Florida Housing's payment of all amounts due under this Work Agreement, and subject further to the following terms and conditions, Hyland agrees that the Work Products shall be deemed to be "Software" and documentation, as appropriate, covered by the license of the Software under the separate OnBase® End User License Agreement between Hyland and Florida Housing.

Copies And Adaptations: Florida Housing may not make or authorize the making of copies or adaptations of any Work Products. Florida Housing agrees: (a) not to remove any Hyland notices in the Work Products or any copies thereof; and (b) not to sell, transfer, rent, lease, time share or sublicense the Work Products to any third party.

7. **Florida Housing Obligations:**

In addition to the other obligations of Florida Housing set forth in this Work Agreement:

Assistance And Obligations: Florida Housing agrees that it will cooperate with and assist Hyland in the performance of the services contemplated by this Work Agreement, will provide such Florida Housing resources as Hyland may reasonably request in connection with Hyland's performance of all contemplated services hereunder, in particular personnel of Florida Housing who are knowledgeable regarding the implementation desired by Florida Housing. Florida Housing acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Work Agreement, Hyland's ability to provide the services and meet the schedule set forth in this Work Agreement may be adversely affected.

Protection Of The Florida Housing's Systems: Florida Housing agrees to use its commercially reasonable efforts to isolate and backup or otherwise archive its computer systems, including its computer programs, data and files. Florida Housing acknowledges and agrees that Hyland has no responsibility or obligation for any such isolation, backing-up or archiving, or the failure to do the same; and Florida Housing will indemnify and hold harmless Hyland from and against any and all liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) that Hyland may incur or become subject to in connection with such isolation, backing-up or archiving, or the failure to do the same.

Safe Work Environment: Florida Housing will be responsible for and shall ensure that while Hyland employees, agents or contractors are on Florida Housing's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons. Florida Housing agrees to indemnify and hold harmless Hyland from and against any and all liabilities, damages, costs and expenses (including reasonable attorneys' fees) for personal injury or property damage suffered by any Hyland employees, agents or contractors while on Florida Housing's premises and caused by the negligence or willful misconduct of Florida Housing or any of Florida Housing's employees, agents, other contractors or invitees, to the extent allowed by Section 768.28, Fla. Stat.

8. **Change Order Authorization:**

In the event that additional services are recommended by Hyland or requested in writing by Florida Housing that are outside the scope of this Work Agreement, a change order will be generated by Hyland. In the case of a change order produced based upon the written request of Florida Housing, Hyland may in its discretion charge Florida Housing on a time and materials basis for all services provided in connection with the review of the request and the preparation of the change order. The change order will contain the details of the extension to this Work Agreement and will contain time and cost estimates. If both parties execute the change order, an Addendum to this Work Agreement or a new Work Agreement will be generated to cover the items listed in the change order.

The following Hyland personnel are authorized to sign for change order acceptance related to this Work Agreement:

A.J. Hyland	President
Chris Hyland	EVP
Mark Davis	VP Technical Services

9. **Warranty For Services:**

Hyland warrants to Florida Housing that the services provided under this Work Agreement shall be done in a good and workmanlike manner and substantially according to industry standards. This warranty shall be effective for a period of ninety (90) days following the completion of the services in question ("Warranty Period"). Florida Housing must notify Hyland in writing during the Warranty Period if Florida Housing believes any services do not conform to this warranty. If, after such timely notice from Florida Housing, the services are determined not to conform to this warranty, Hyland's sole obligation, and Florida Housing's sole remedy, shall be for Hyland to use commercially reasonable efforts to attempt to correct any nonconformity. If Hyland is unable to correct any such nonconformities after a reasonable period of time, Florida Housing's sole and entire remedy is termination of this Work Agreement in exchange for a refund of the amount paid by Florida Housing to Hyland for the portion of the nonconforming services that Hyland is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Hyland, incorrect data or incorrect procedures used or provided by Florida Housing or a third party, failure of Florida Housing to perform and fulfill its obligations in connection with the project covered by this Work Agreement in accordance with the section marked "Florida Housing Obligations", or defects that are outside the reasonable control of Hyland. Florida Housing agrees to compensate Hyland, on a time and materials basis and at the hourly rate set forth in this Work Agreement, for any services provided by Hyland at Florida Housing's request to remedy excluded nonperformance problems.

Disclaimer Of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THE "WARRANTY FOR SERVICES" PARAGRAPH ABOVE, HYLAND MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS WORK AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY SERVICES, WORK PRODUCTS OR INNOVATIONS PROVIDED WILL SATISFY FLORIDA HOUSING'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS WORK AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

10. **Limitation Of Liability:**

HYLAND'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WORK AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE ANY WORK PRODUCTS OR INNOVATIONS, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY FLORIDA HOUSING TO HYLAND FOR HYLAND'S PERFORMANCE UNDER THIS WORK AGREEMENT.

IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY LOSS OR DAMAGES OTHER THAN DIRECT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, OR THE COST OF SUBSTITUTE SERVICES

OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OR THE POSSIBILITIES OF SUCH DAMAGES.

11. Force Majeure:

No failure, delay or default in performance of any obligation of a party to this Work Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under this Work Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, Florida Housing, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate Hyland's right to render further performance of services after the effective date of termination; provided, that Florida Housing will be responsible for payment for the services provided by Hyland through the effective date of termination in accordance with the terms of this Work Agreement.

12. Governing Law And Jurisdiction:

This Work Agreement and any claim, action, suit, proceeding or dispute arising out of this Work Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Work Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Leon County, Florida.

13. Confidential Information:

"Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Work Agreement for a period of five (5) years (or in the case of any Confidential Information of a disclosing party that is a "trade secret", for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 13 committed by any of such party's employees, agents, consultants, contractors or representatives.

14. Binding Effect And Assignments:

This Work Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this Work Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

15. Acceptance Of Work Agreement:

This Work Agreement represents Hyland's offer to perform the described services on the terms set forth herein; and this offer shall be accepted only upon Florida Housing signing and delivering this Work Agreement to Hyland on or before 5:00 p.m., Eastern Time, on November 19, 2004 (the "Acceptance Deadline"). Hyland may withdraw this offer at any time prior to acceptance by Florida Housing. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Hyland, if this offer is not accepted, in the manner provided above, by Florida Housing on or before the Acceptance Deadline.

16. Transmittal And Delivery of Accepted Work Agreement:

For purposes of this Work Agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Work Agreement and shall be given the same force and effect.

17. Files

(a) Contents of the Files: Hyland shall maintain files containing documentation to verify all compensation to Hyland in connection with this Work Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Hyland in connection with this Work Agreement. Hyland shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Work Agreement.

(b) Retaining the Files: Hyland shall maintain these files for at least five (5) years following the termination of this Work Agreement, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five year period and extends beyond the expiration of the five year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(c) Access to the Files: Hyland and its employees shall allow Florida Housing or its agent(s) access to its files related to this Work Agreement during normal business hours, 8:00 am to 5:00 pm, Monday through Friday.

(d) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Hyland in connection with this Work Agreement is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (hereinafter called "Florida's Public Records Law"). Hyland represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law. To the extent authorized by Florida's Public Records Law, Florida Housing represents and acknowledges that the Software is proprietary data processing software of Hyland that Florida Housing is prohibited from disclosing under this Agreement.

(e) Return of the Files: In the event this Work Agreement is terminated, all finished documents, data, studies, and correspondence prepared by or for Hyland under this Work Agreement shall be given to the Florida Housing.

18. Lobbying Prohibition

No funds, compensation or other resources received by Hyland in connection with this Work Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any Florida state or Federal agency. Hyland further acknowledges that it has not retained the services of any lobbyist, consultant or former Florida Housing employee whose last date of employment was less than two years prior to the date of the services contemplated in this Work Agreement to assist in the procurement and negotiation of this Work Agreement.

19. Legal Authorization

Hyland certifies with respect to this Work Agreement that it possesses the legal authority to enter into this Work Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Work Agreement with all covenants and assurances contained herein. Hyland also certifies that the undersigned possesses the authority to legally execute and bind Hyland to the terms of this Work Agreement.

20. Public Entity Crime

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

21. Conflicts of Interest

(a). Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to

- the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.
- (d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
- (e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.
- (f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."
- (b). Section 420.503(31), Fla. Stat., states:
- " 'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:
- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."
- (c) By executing this contract, Hyland certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.
- (d) In addition to the conflict of interest rules imposed by the Florida Statutes, should Hyland become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Work Agreement and prior to the conclusion of the Work Agreement, Hyland will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in this Work Agreement, within 10 working days. If Hyland is

28500 Clemens Road, Westlake, OH 44145

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found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Work Agreement shall be subject to forfeiture to Florida Housing.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Work Agreement as of the day and year first above written.

HYLAND SOFTWARE, INC.

By: *Mark J. Davis*

Name (Print): MARK J. DAVIS

Title: VP

Date: 11-17-04

FLORIDA HOUSING FINANCE CORPORATION

By: *[Signature]*

Name (Print): ORLANDO J. CASERTA

Title: EXECUTIVE DIRECTOR

Date: 11/17/04

