



## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**") is made as of May 15, 2024 (the "**Effective Date**"), by and between ENAVATE, Inc., a Delaware corporation with principal offices located at 1511 N. Westshore Blvd, Suite 900, Tampa, Florida 33607 ("**Enavate**") and Florida Housing Finance Corporation with its principal office located at 227 N Bronough St, Tallahassee, FL 32301 ("**Client**").

Client desires to engage Enavate to perform certain services and Enavate desires to perform those services on the terms and conditions set forth herein. In consideration of the mutual promises and undertakings of the parties, and for other good and valuable consideration, receipt of which is hereby acknowledged, Enavate and Client agree as follows:

### 1. SERVICES.

**1.1 Work Orders.** Enavate may perform development and design, application, training, integration, implementation, support, maintenance, managed, and/or other professional services (the "**Services**") for Client during the term of this Agreement, as described in one or more statements of work, work orders, or other order forms agreed to and signed by both parties (each, a "**Work Order**"). Enavate shall determine the manner and means of performing the Services and shall use commercially reasonable efforts to perform the Services in accordance with the schedule set forth in the applicable Work Order. Notwithstanding the foregoing, Client acknowledges that unless stated to the contrary in a Work Order, the schedule set forth in any Work Order is an estimate only and is subject to change as the Services proceed. Each Work Order will define, with respect to such Work Order, the Services to be performed, the deliverables to be provided (each a "**Deliverable**"), and the applicable specifications for the applicable phase of the project. Each Work Order, when executed and delivered by the parties, shall be deemed incorporated herein and made a part of this Agreement. This Agreement shall govern the Services provided under each effective Work Order and, in the case of any conflict of terms between any Work Order and this Agreement, this Agreement shall control.

**1.2 Estimates.** Enavate agrees to provide Client with time estimates for each Deliverable, and Enavate will use reasonable commercial efforts to promptly notify Client if Enavate becomes aware that the actual time to complete a project may exceed the estimated time. Client will not be obligated to pay for, and Enavate will not be obligated to perform, any additional Services over and above the original estimate unless the performance of such additional Services is approved by Client in writing.

**1.3 Change Orders; Conflicts.** In the event either party requires a material change to a Work Order, such party will provide a written change order to the other for approval, specifying the change required (each a "**Change Order**"). Each party agrees that a Change Order may necessitate a change in the delivery schedule and fees due under the applicable Work Order. No Change Order will be binding upon either party until it is signed by the authorized representatives of both parties. Each Work Order and Change Order will be governed by the terms of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those of a Work Order or Change Order, the terms and conditions of this Agreement will control, unless stated otherwise in the Work Order or Change Order.

**1.4 Project Managers.** Client and Enavate shall each designate a project manager ("**Project Manager**") from their staff responsible for all project control and development Services that are standard for the project. The Project Managers will: (a) maintain a current project schedule, (b) hold planned review meetings and document the results in writing, (c) receive and promptly respond to complaints, concerns, and comments, (d) document and manage change requests and Change Orders, (e) manage resources and delivery dates in accordance with the projected plan. The impact of any changes to the project plan will be communicated and discussed with Client as they occur.

**1.5 Client Assistance.** Client shall provide Enavate with such resources, information, and assistance as Enavate may reasonably request in connection with the performance of the Services. Client acknowledges and agrees that Enavate's ability to successfully perform the Services in a timely manner is contingent upon its receipt from Client of the information, resources, and assistance requested. Enavate shall have no liability for deficiencies in the Services resulting from the acts or omissions of Client, its agents or employees or performance of the Services in accordance with Client's instructions.

**1.6 Client Materials.** Client acknowledges that in order to perform the Services, Enavate may require access to Client's system(s), data, certain Client software or other information or material of Client or Client's suppliers ("**Client Materials**"). Accordingly, except to the extent prohibited under any third-party license from Client's suppliers, Client hereby grants to Enavate a non-exclusive, non-transferable, worldwide, fully paid up, royalty-free license to use the Client Materials as necessary for Enavate to perform the Services.

**1.7 Acceptance.** Without limiting any applicable warranties set forth in the Agreement, the Services will be deemed accepted upon performance and any Deliverables delivered pursuant to a Work Order will be deemed accepted within seven (7) days of delivery to Client.



## 2. FEES AND PAYMENT.

**2.1 Fees.** In consideration of the rights granted and services provided by Enavate hereunder, Client hereby agrees to pay Enavate all fees, costs, and expenses due pursuant to Work Orders entered into hereunder, as set forth in this Section 2. Unless expressly specified otherwise in a Work Order, all Services shall be performed at Enavate's then-current time and materials rates and nothing in this Agreement shall be deemed to imply an agreement for the completion of Services for a fixed price. Enavate will earn and be paid by Client for actual time worked and expenses incurred in connection with the performance of Services. All fees generated from Services performed by Enavate shall be considered earned as work is performed. All fees due hereunder are non-refundable and are not contingent on any additional services or products to be provided. Enavate may increase its rates for Services hereunder at any time upon written notice thereof to Client.

**2.2 Costs and Expenses.** To the extent allowable by law, Client shall reimburse Enavate for reasonable pre-approved travel, lodging, and meal expenses and such other costs and expenses as Enavate may incur in connection with the performance of Services. Enavate will provide documentation related to expenses upon written request.

**2.3 Payment Terms.** Except as otherwise set forth herein, or in a Work Order, Enavate will invoice Client on a monthly basis for amounts due hereunder, and Client shall pay all amounts invoiced within thirty (30) days after the invoice date. All payments must be made in U.S. dollars. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Enavate's reasonable costs of collection. All fees due hereunder are exclusive of, and Client shall pay, all sales, use and other taxes, export and import fees, customs, duties, and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Enavate's net income. To the extent allowable by law, Client agrees to indemnify and hold Enavate harmless from and against all claims, liabilities, costs, expenses, and penalties arising out of or related to Client's failure to timely report or pay any such taxes, fees, duties, or charges for which Client is responsible.

## 3. OWNERSHIP; LICENSE.

**3.1 Ownership.** Enavate shall retain all right, title, and interest in and to (a) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques, and inventions that Enavate makes, develops, conceives, or reduces to practice, whether alone or jointly with others, in the course of performing the Services or Deliverables, (b) all enhancements, modifications, improvements, and derivative works of each and any of the foregoing, and (c) all copyrights, trademarks, service marks, trade secrets, patents, patent applications, and other proprietary rights related to each and any of the foregoing (collectively, the "**Enavate Property**"). The software portion of any Enavate Property developed and delivered by Enavate pursuant to a Work Order shall be deemed "**Enavate Software**" for the purposes of this Agreement, and Enavate shall also retain all right, title, and interest in the Enavate Software.

**3.2 License.** Unless otherwise mutually agreed to in writing by the parties, Client shall have all of the rights to use the Enavate Software delivered pursuant to and subject to the terms and conditions of this Agreement, provided that Client is not in breach of any material term of this Agreement or a Work Order, including, without limitation, Client complying with its payment obligations in Section 2. In the event that the parties do not enter into a separate written license or software subscription agreement (a "**License Agreement**") regarding the Enavate Software, then any Enavate Software that is custom developed by Enavate for Client on a time and materials basis and delivered to Client in object code format (as opposed to Enavate Software delivered on a recurring monthly, quarterly, or yearly basis or on a "**Software as a Service**" basis), then subject to Client's compliance with this Agreement, Enavate hereby grants to Client a perpetual, nonexclusive, non-transferable, fully paid-up, irrevocable, royalty-free license to use such Enavate Software ("**Limited Perpetual License**"). If any Enavate Software, which is not subject to a License Agreement, is to be billed or provided to Client on a recurring or Software as a Service basis, then, subject to Client's compliance with this Agreement, Enavate grants to Client a limited, nonexclusive, non-transferrable, license to such Enavate Software during the term specified in the applicable Work Order ("**Limited Subscription License**").

**3.3 Use of Information.** Client acknowledges and agrees that: (a) any configuration or deployment of the Enavate Software, Deliverables, and/or documentation will not affect or diminish Enavate's right, title, and interest in and to the Enavate Software, Deliverables, and/or documentation; and (b) if Client provides Enavate with any information, feedback, or suggestions for any new features, functionality, or performance for the Enavate Software, Deliverables, and/or documentation that Enavate incorporates into, or uses to develop, Enavate Software (including any modifications, enhancements, customization, or improvements thereto), documentation and/or Services ("**Services Information**"), Enavate may use such Services Information for any purpose without obligation to Client and all such Services Information will be free from any confidentiality or other restrictions that might otherwise be imposed upon Enavate pursuant to the terms of this Agreement. Client acknowledges that the incorporation of such new features, functionality, or performance will be the sole and exclusive property of Enavate.



#### 4. WARRANTIES.

**4.1 Limited Warranty.** Enavate warrants to Client that the Services will be performed in accordance with the agreed upon Work Order. Enavate shall, as its sole obligation and Client's sole and exclusive remedy for any breach of the warranty set forth in this Section 4.1, re-perform the Services which gave rise to the breach or, if Enavate cannot re-perform such defective Services, Client may terminate this Agreement pursuant to Section 8.2 for Enavate's breach; provided that Client shall notify Enavate in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail.

**4.2 Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 4.1 ABOVE, THE SERVICES AND ANY DELIVERABLES ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. ENAVATE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF THE COURSE OF PERFORMANCE OR COURSE OF DEALING. ENAVATE DOES NOT WARRANT THAT THE SERVICES OR THE DELIVERABLES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

**5. INTELLECTUAL PROPERTY INDEMNIFICATION.** Enavate will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that any Deliverable, other than managed services, infringes upon or misappropriates a United States patent or copyright of the third party ("**Services Claim**"). Enavate will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such Services Claim or those costs and damages agreed to in a monetary settlement of such Services Claim. The foregoing obligations are conditioned on Client (a) notifying Enavate promptly in writing of each Services Claim, (b) giving Enavate sole control of the defense thereof and any related settlement negotiations, and (c) cooperating and, at Enavate's request and expense, assisting in such defense or settlement. If any Deliverable becomes, or in Enavate's opinion is likely to become, the subject of a Services Claim, Enavate may, at its option, either (i) procure for Client the right to continue using the Deliverable or (ii) replace or modify the Deliverable so that it becomes non-infringing. Notwithstanding the foregoing, Enavate will have no obligation under this Section or otherwise with respect to any Services Claim based upon (1) any use of the Deliverable not in accordance with this Agreement or for purposes not intended by Enavate, (2) any use of the Deliverable in combination with other products, equipment, software, or data not supplied by Enavate, (3) any modification of the Deliverable by any person other than Enavate, or (4) the performance by Enavate of managed services. THIS SECTION 5 STATES ENAVATE'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR SERVICES CLAIMS.

**6. CLIENT INDEMNITY.** To the extent allowable by law, Client shall defend, indemnify, and hold Enavate, its affiliates, and their respective officers, directors, shareholders, successors in interest, employees, and agents harmless from any claims, losses, damages, liabilities, settlements, and expenses (including, but not limited to attorneys' fees) (collectively, "**Claims**") by a third party related to, arising from, or connected with: (a) Client's use of the Services; (b) Client's breach any representation or warranty made by Client herein or therein; (c) Client Materials (including, without limitation, Claims alleging that the Client Materials violates or misappropriates the intellectual property rights or other rights of any third party); or (d) any violation of applicable law by Client. Notwithstanding the foregoing, Client shall not make any admissions on behalf of Enavate or settle any Claim without Enavate's consent.

#### 7. CONFIDENTIALITY.

**7.1 Definition. "Confidential Information"** To the extent allowable by law, shall mean, by way of illustration and not limitation, all information (whether or not patentable and whether or not copyrightable) owned, possessed or used by either party, including, without limitation, any formula, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, technical data, know-how, computer program, software, software documentation, hardware design, technology, marketing or business plan, forecast, unpublished financial statement, budget, license, price, costs and employee lists, and any other information clearly designated by the either party as confidential or proprietary (whether or not marked "confidential" or "proprietary"), or which ought reasonably be considered confidential or proprietary. As to any Confidential Information, the "**Disclosing Party**" is the party disclosing such Confidential Information and the "**Receiving Party**" is the party receiving such Confidential Information.

**7.2 Protection of Confidential Information.** To the extent allowable by law, the Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party, or of its affiliates, who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.



**7.3 Exceptions.** The Receiving Party's obligations under Section 7.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under the Agreement or a Work Order in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**7.4 Return of Confidential Information.** To the extent allowable by law, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement or applicable Work Order. The Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 7.4.

**7.5 Confidentiality of Agreement.** Neither party will disclose any terms of the Agreement or a Work Order to anyone other than its attorneys, accountants, and other professional advisors except (a) as required by law or (b) pursuant to a mutually agreeable press release or (c) in connection with a contemplated transfer of such party's business permitted by Section 7.3 (provided that any third party to whom the terms of the Agreement and applicable Work Order are to be disclosed signs a confidentiality agreement reasonably satisfactory to the other party).

**7.6 Injunctive Relief.** Each party acknowledges that a breach or threatened breach of this Section 7 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 7 by the other party or any of its employees or agents.

## **8. TERM AND TERMINATION.**

**8.1 Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated as set forth herein (the "Term").

**8.2 Termination.** Client may terminate this Agreement or any uncompleted Work Order at any time upon at least sixty (60) days' prior written notice. Either party may terminate the Agreement and all uncompleted Work Orders by written notice in the event the other party is in material breach of any obligation under this Agreement or any Work Order, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default. Notwithstanding the foregoing, Enavate may also terminate the Agreement and all uncompleted Work Orders immediately upon written notice in the event (a) Client fails to pay any amounts payable hereunder within ten (10) days after receiving written notice from Enavate that payment is past due, or (b) Client breaches any provision in Sections 3.2 or 7. The termination or expiration of a single Work Order shall not cause the automatic termination of any other Work Order.

**8.3 Effect of Termination.** To the extent allowable by law and in accordance with the applicable Work Order, upon the expiration or termination of this Agreement, (a) each party shall return the other's Confidential Information in its possession or control, and (b) all amounts owed to Enavate under this Agreement which accrued before such termination or expiration will be immediately due and payable. Upon any termination of this Agreement by Enavate for Client's material breach pursuant to Section 8.2 above, (i) all Limited Subscription Licenses, and if terminated due do to Client's failure to pay, all Limited Perpetual Licenses, to the Enavate Property granted to Client hereunder will immediately terminate, and (ii) Client shall promptly discontinue all use of the Enavate Property, including Enavate Software, and erase all copies thereof from Client's computers, and return to Enavate all other copies thereof in its possession or control. Sections 2, 3.1, 4.2, 5, 6, 7, 8.3, 9, 10 and 11 will survive the expiration or termination of this Agreement for any reason.

**9. LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF A BREACH BY CLIENT OF SECTION 3.2 AND ITS INDEMNIFICATION OBLIGATIONS, OR EITHER PARTY AND SECTION 7, AND ITS INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE DELIVERABLES OR ANY SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING OUT OF A BREACH BY CLIENT OF SECTIONS 2 OR 3.2 AND ITS INDEMNIFICATION OBLIGATIONS, OR BY EITHER PARTY OF SECTION 7, AND ITS INDEMNIFICATION OBLIGATIONS. IN NO EVENT



WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE DELIVERABLES OR ANY SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO ENAVATE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

**10. NON-SOLICITATION.** During the term of this Agreement and for a period extending one (1) year after termination or expiration of this Agreement, each party agrees that it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 100% of the employee's annual salary, including bonuses, currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

**11. INSURANCE.** Enavate shall maintain throughout the Term at least the following insurance: (a) worker's compensation insurance as prescribed by applicable law; (b) business liability insurance with liability and medical expenses limit of One Million Dollars (US\$1,000,000) (medical expenses limit of Ten Thousand Dollars (US\$10,000) per person) (c) personal and advertising injury limit of One Million Dollars (US\$1,000,000); and (d) products-completed operations insurance aggregate limit of Two Million Dollars (US\$2,000,000) (d) general aggregate insurance with a limit of Two Million Dollars (US\$2,000,000).

**12. GENERAL.**

**12.1 Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of law. The parties expressly exclude the application of the 1980 United Nations Convention on the International Sale of Goods. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**12.2 Relationship of Parties.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

**12.3 Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Enavate may assign its rights and obligations under this Agreement to a parent or subsidiary or to a successor, whether by way of merger, sale of all or substantially all of its assets or otherwise. Any attempted assignment of this Agreement not in accordance with this Section 12.3 shall be null and void.

**12.4 Notices.** Any notices or other communications required or permitted to be given or delivered hereunder shall be in writing and shall be delivered personally, by courier service or by registered or certified mail, return receipt requested, postage pre-paid, to Enavate or to Client (as applicable) as shown on the signature page, below, or to such other addresses as a party may designate pursuant to this notice provision, or via electronic mail (with no mail undeliverable or other rejection notice). Any notice given shall be deemed to have been received on the date on which it is delivered personally, by courier service or by facsimile, or, if mailed, on the third business day following the mailing thereof, or, if by electronic mail, the first business day after sending electronic mail with confirmation of receipt, *provided, however*, electronic mail shall not be considered adequate notice regarding any legal claim or alleged breach.

**12.5 Export.** Client shall comply with all applicable export and import control laws and regulations in its use of the Deliverables and, in particular, Client shall not export or re-export the Deliverables without all required United States and foreign government licenses. Client will defend, indemnify, and hold Enavate harmless from and against any violation of such laws or regulations by Client, its agents or employees.

**12.6 Force Majeure.** Neither party shall be liable for any breach of the Agreement, other than any default in payment obligations, for any delay or failure of performance resulting from any cause beyond such party's reasonable control, including but not limited to the weather, civil disturbances, acts of civil or military authorities, or acts of God.

**12.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

**12.8 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.9 Publicity.** Enavate may use Client's name and marks in marketing and publicity materials listing Client as a Client of Enavate with Client's prior written consent.



**12.10 Headings.** The headings used for the sections of this Agreement are for information purposes and convenience only and in no way define, limit, construe or describe the scope or extent of the sections.

**12.11 Entire Agreement.** This Agreement, its exhibits and Work Orders constitute the entire agreement between the parties with regard to the subject matter hereof. No oral or written statements or representations that are not expressly contained in this Agreement, including those made by any employee, agent, or representative of an affiliate of Enavate, are binding on Enavate. No amendment to this Agreement or any Work Orders shall be binding on either party unless in writing and signed by both parties.

**12.12 Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

*[SIGNATURE PAGE FOLLOWS]*



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Client: FLORIDA HOUSING FINANCE CORPORATION	ENAVATE, Inc.
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Signature:

Printed: Angeliki G. Sellers

Title: CFO

Date: 5-28-2024

**Address for Notice:**

227 N Bronough St., Suite 5000  
Tallahassee, FL 32301

Signature:

DocuSigned by:

Printed:

E184BC835B9D4B1...  
Marie Montero

Title:

Client Care Leader

Date:

5/29/2024

**Address for Notice:**

Chief Financial Officer  
P.O. Box 20488

Tampa, FL 3362-0488

accounting@enavate.com



## Appendix A Additional Terms

The following statutorily-required terms and conditions are hereby appended to the Enavate, Inc., (“Enavate”) Master Services Agreement.

### 1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Enavate in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Enavate represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Enavate will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Enavate is acting on behalf of Florida Housing.

**If Enavate has questions regarding the application of Chapter 119, Florida Statutes, to Enavate’s duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000**





**Tallahassee, Florida 32301-1329**

**Phone: 850.488.4197**

**E-mail: Corporation.Clerk@floridahousing.org**

2. Enavate understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

3. Enavate understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

4. Enavate attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

There are no other changes to the remainder of the Agreement.