

SAAS SUBSCRIPTION AGREEMENT

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

Chicago Housing Authority (“Client” or “CHA”)
60 East Van Buren Street
Chicago, IL 60605

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

RECITAL

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

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

AGREEMENT

1. Definitions.

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

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

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

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

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

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

g. “**Effective Date**” means the date of the last party signature on this Agreement.

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

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

j. “**Information Security Program**” means Yardi’s technological, physical, administrative and procedural safeguards, including without limitation, policies, procedures, guidelines, practices, standards or controls that are reasonably designed to protect

against unauthorized 3rd party access to Client Data or Client Data transmissions.

k. “**Initiation Date**” means August 1, 2022.

l. “**Licensed Programs**” means the software program(s) identified in Schedule A (Fee Schedule).

m. “**Licensed Programs Documentation**” means the user manuals and documentation for the Licensed Programs.

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

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

p. “**Undisputed Fees**” means all Fees due from Client under this Agreement which Client does not dispute by reasonable notice to Yardi of such dispute within 45 days of invoice.

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

r. “**Yardi Cloud**” means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

s. “**Yardi Cloud Services**” means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

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

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

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share,

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

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

3. **Term and Termination.**

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's 5th Anniversary Date (the "**Initial Term**") unless earlier terminated in accord with section 3(c) (Termination for Cause). For the avoidance of any doubt, in no event shall the Initial Term exceed five (5) years from the Effective Date. Upon expiration of the Initial Term, this Agreement shall automatically renew for up to two (2) successive 1-year renewal terms (each a "**Renewal Term**") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Termination for Convenience.** Client may terminate this Agreement without cause and for its convenience, at any time, upon 30 days prior written notice to Yardi. If the Client elects to terminate the Agreement pursuant to this section 3(c) (Termination for Convenience) Yardi shall continue providing the licenses for the Licensed Programs and related services until the effective date of termination. Upon the termination effective date the parties shall comply with section 3(d) (Effect of Termination). If Client terminates this Agreement pursuant to this section 3(b) (Termination for Convenience), Client shall not be entitled to a refund of any Fees.

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party where the other party has materially breached its obligations under this Agreement and such material breach is not or cannot be cured within forty-five (45) days of written notice and demand for cure of such material breach. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) any Undisputed Fees shall become due and payable, except to the extent of there are any outstanding

credits on Client's account as of the termination effective date. In addition, upon this Agreement's termination or expiration effective date, the parties shall comply with section 9(d) (Ownership and Return of Confidential Information and Other Materials). In the case of a Client Data return per this section 3(d) (Effect of Termination), Yardi will return, or make available for Client to download, an electronic copy of Client's Client Data.

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

4. **License Fees.**

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule). This Agreement shall be subject to the terms and provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505.

b. **Non-Appropriation.** Funding for any work covered by the terms of this Agreement is subject to (1) availability of federal funds from HUD, and (2) the approval of funding by Client's Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period during the term of this Agreement, then the CHA may notify Yardi of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted but no sooner than the date of notification of termination.

b. **Invoicing and Payments.** Invoices shall contain a description of the Licensed Programs, the related services rendered, and associated Fees. The CHA shall make commercially reasonable efforts to pay each invoice within thirty (30) days of receipt and approval of a properly submitted invoice. All invoices shall be subject to review and approval by the CHA. Yardi shall not be entitled to receive payment unless an invoice relating to such payment is first submitted to the CHA. Yardi shall furnish such supporting documents and additional information as may be reasonably requested by CHA in order to approve each invoice. Yardi's invoice shall include the hours and fees for professional services rendered, to the extent applicable. If the CHA reasonably and in good faith objects to all or any portion of any invoices, it shall notify Yardi of its objection (in accordance with section 4(d) (Partial Fee Disputes) and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA, at its option, may pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. CHA retains the right to offset any credits due to CHA from Fees. To the extent that CHA is issued a credit for future fees, and such credit exceed the fees on any individual invoice, the remaining portion of the credit shall remain on CHA's account with Yardi and may be applied to offset future Fees.

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

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides reasonable notice of such dispute,

Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. Implementation and Training.

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

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

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Except to the extent otherwise provided in Schedule D (PSG Scope), Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

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

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

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud

and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

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

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

7. Application Support & Upgrades.

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

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

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

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

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

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

g. **Priority.**

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

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

- Client will submit support requests by telephone to Yardi's application support number.

- Response as rapid as reasonably feasible – generally within 2 business hours.

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

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

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

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

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

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

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

8. Client Data.

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

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

c. **SSAE16 Audits.** During the term of this Agreement, and so long as SSAE16 remains a current and industry standard auditing standard, Yardi agrees to annually undertake an audit in accord with the American Institute of Certified Public Accountants' Statement on Standards for Attestation Engagements No. 16 or a successor standard ("SSAE16") with respect to Yardi Cloud Services. Upon Client's request, and no more than annually, Yardi agrees to provide a copy of its then-current SSAE16 audit report for Client's review.

d. **PCI DSS Audits.** During the term of this Agreement, and so long as the Payment Card Industry ("PCI") Data Security Standard ("DSS") remains a current and industry standard auditing

standard, Yardi agrees to annually undertake a PCI DSS assessment with respect to Yardi's payment card processor functionality. Upon Client's request, and no more than annually, Yardi agrees to provide a copy of its then-current PCI DSS Attestation of Compliance for Onsite Assessments - Merchants ("AOC") for Client's review. Client agrees that the PCI DSS AOC shall be confidential information and subject to Client's confidentiality obligations as set forth in section 9 (Confidentiality) of this Agreement.

e. **Penetration Tests.** Yardi will conduct annual penetration tests upon the Yardi Cloud. The testing and remediation validation will be performed by an independent third party and evidenced by a separate independent third party in Yardi's then current SSAE16 audit report. Client agrees that the SSAE16 audit report and information about penetration tests on the Yardi Cloud are Confidential Information as defined in section 9 (Confidentiality) and subject to Client's confidentiality obligations as provided in section 9 (Confidentiality).

f. **Shared Assessments Program.** As of the Effective Date of this Agreement, Yardi subscribes to the Shared Assessments Program methodology, which is rooted in industry standards and common compliances, including the Standardized Information Gathering (SIG) questionnaire. The SIG is a comprehensive standardized format questionnaire, created and revised annually by financial industry leaders, aimed at efficiently fulfilling vendor due diligence and risk assessment. So long as Yardi continues to subscribe to the Shared Assessments Program and completes a SIG questionnaire on an annual basis, upon Client's request, and no more than annually, Yardi agrees to provide a copy of its then-current completed SIG questionnaire for Client's review. Client agrees that Yardi's SIG questionnaire is Confidential Information as defined in section 9 (Confidentiality) and subject to Client's confidentiality obligations as provided in section 9 (Confidentiality).

9. Confidentiality.

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

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing

Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party represents and agrees that such employees and Contractors, either as a condition to employment or in order to obtain the Confidential Information, shall be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

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

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

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

10. Warranties.

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

b. Remedy for Limited Software Warranty Breach. If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to

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

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

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

11. Damage Limitations.

a. Damage Waiver. EXCEPT AS PROVIDED IN SECTION 11(C) (EXCEPTIONS), REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. Liability Limit. EXCEPT AS PROVIDED IN SECTION 11(C) (EXCEPTIONS), IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

c. Exceptions. THE DAMAGE WAIVER SET FORTH IN SECTION 11(a) (DAMAGE WAIVER) AND THE LIABILITY LIMIT SET FORTH IN SECTION 11(b) (LIABILITY LIMIT) SHALL NOT APPLY TO (i) YARDI'S BREACH OF SECTION 9 (CONFIDENTIALITY) (ii) YARDI'S INDEMNIFICATION OBLIGATIONS PER SECTION 13 (INDEMNIFICATION), OR (iii) DAMAGES RESULTING FROM YARDI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Ownership.

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

Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

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

13. Indemnification.

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

b. **Indemnity Conditions.** Yardi's defense and indemnification obligation per section 13(a) (Indemnity) is conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

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

14. Programming Services.

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

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

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

15. Assignment.

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

without Yardi's prior express written consent is void and a material breach of this Agreement.

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

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Dispute Resolution. In the event of a dispute arising out of or related to this Agreement, the parties shall mutually work to resolve any such dispute in good faith through direct negotiation. If the parties are unable to come to a mutual agreement after good faith discussions through direct negotiations within 30 days immediately following notice from one party to the other of its desire to have a dispute resolved, then Yardi shall submit such dispute to a member of its senior management and Client shall submit such dispute to its CIO. If the dispute is not resolved by Yardi's senior management and Client's CIO within 30 days immediately following the commencement of their discussions, then Yardi shall submit the dispute to its EVP and Client shall submit the dispute to its CPO. If the dispute is not resolved by Yardi's EVP and Client's CPO within 30 days immediately following the commencement of their discussions, then either party may invoke all legal rights and remedies available to it at law or in equity. Nothing in this section 17 (Dispute Resolution) prevents a party from seeking urgent injunctive or declaratory relief.

18. Mandatory Client Provisions.

a. **Compensation.** The maximum compensation payable to Yardi under this Agreement for license and related services provided during the Initial Term is an aggregate amount not-to-exceed Four Million Four Hundred Fifty Five Thousand Thirty Five and 00/100 Dollars (\$4,455,035.00) (the "Total Compensation Amount") for the satisfactory performance of Yardi's obligations under this Agreement, including any task orders or amendments issued from time to time under this Agreement. Each task order shall specify the scope of work, the total costs, including all fees, schedule and completion date. Yardi agrees not to perform, and waives any and all claims of payment for work that would result in billings beyond the Total Compensation Amount without a written amendment to the Agreement authorizing said additional work or compensation. Yardi recognizes an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this established fee structure. No compensation or reimbursement will be paid to Yardi for amounts incurred prior to Client issuing a Notice to Proceed, other than as specifically authorized by the CHA.

b. Section 3 Requirements.

(i) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section

3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(iii) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(iii) Yardi agrees to send to each labor organization or representative of workers with which Yardi has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Yardi's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) Yardi agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Yardi will not subcontract with any subcontractor where Yardi has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(v) Yardi will certify that any vacant employment positions, including training positions, that are filled (1) after Yardi is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Yardi's obligations under 24 CFR part 135.

(vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

c. HUD's General Conditions for Non-Construction Contracts. HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C (10/2006)) ("General Conditions"), are attached as Schedule F (HUD Form 5370-C) and incorporated by reference made part of this Agreement. Except as otherwise provided in this section, Yardi agrees to fully comply with the General Conditions. The parties agree that to the fullest extent possible, the terms of this Agreement shall be interpreted as complimentary and not conflicting. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control. Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt, the parties agree that any provision in this Agreement including, without limitation, Paragraph 5 [Rights in Data (Ownership and Proprietary Interest)] of Section I of the General Conditions, asserted as transferring title to the Licensed Programs, or other Yardi intellectual property, is in direct conflict with the Agreement and otherwise void.

d. **Client Audit Requirement.** Upon reasonable advance written notice to Yardi, Client retains an irrevocable right during the Term to independently or, through a third party, reasonably audit Yardi's accounting books and records pertaining to the invoicing records relating to this Agreement and Client may disallow any inappropriate billings upon written notice to the Contractor. Such access will be conducted in a manner so as not to interfere with or disrupt Yardi's business. In the event of a disallowance, Yardi shall issue Client a credit (which may be used to offset fees owed by Client to Yardi) equal amount disallowed. Yardi's books and records disclosed pursuant to this section 18(d) (Client Audit Requirement) shall be deemed Yardi's Confidential Information and subject to the confidentiality obligations as provided in section 9 (Confidentiality).

e. **Client Inspector General.** It is the duty of Yardi and, if applicable, its subcontractors to cooperate with reasonable requests issued by Client's Inspector General in any investigation or hearing undertaken. To the extent applicable, all of Yardi's subcontracts must include this provision and require each subcontractor's agreement and compliance with the same.

f. **Compliance with Client Policies.** Yardi shall use commercially reasonable efforts to comply with the applicable provisions of all Client's ethics policy on the conditions that Yardi has (i) been provided a copy of the Client's ethics policy with which Client desires Yardi to comply, and (ii) agreed to comply with such policy.

19. General Provisions.

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

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

c. **Venue.** INTENTIONALLY OMITTED.

d. Injunctive Relief.

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

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

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

f. **Notices.**

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

(ii) If to Client:
Attn: Chief Information Officer
CHICAGO HOUSING AUTHORITY
60 East Van Buren
Chicago, IL 60605

With a copy to:
Attn: Office of Chief Legal Officer
CHICAGO HOUSING AUTHORITY
60 East Van Buren
Chicago, IL 60605

(iii) If to Yardi:
Attn: Chief Operating Officer
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Goleta, CA 93117

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

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

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

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

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

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

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

l. **Non-Solicit/Non-Hire.** INTENTIONALLY OMITTED.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however,

that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

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

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

p. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

[Signature Page Follows]

CHICAGO HOUSING AUTHORITY ("Client")

DocuSigned by:

By: Sheila Johnson

02DBAECFF536465...

Sheila Johnson

Print Name: _____

Title: Deputy Chief Procurement Officer

Date: 8/26/2022

YARDI SYSTEMS, INC. ("Yardi")

By: Michael Remorenko

Date: August 24, 2022

Print Name: Michael Remorenko

Title: Authorized Representative

Date: _____
Rev. 040116

**APPROVED AS TO FORM AND LEGALITY
CHICAGO HOUSING AUTHORITY
OFFICE OF THE CHIEF LEGAL OFFICER**

DocuSigned by:

By: LaRue Little

F5DCC0EFC2AC498...

LaRue Little

Print Name: _____

Title: Deputy Chief Legal officer

Date: 8/26/2022