

Addendum Six (6) to the Software License Agreement between MHC Software Holdings, Inc., a Delaware corporation, with principal offices located at 12000 Portland Ave S, Suite 230, Burnsville, MN 55337, USA ("MHC") and Chicago Housing Authority, 60 E. Van Buren, 11th Floor, Chicago, IL 60605 ("Customer") dated as of June 2, 2005 ("the Agreement"). Except as set forth in this Addendum the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the Agreement or any earlier Addendum, the terms of this Addendum will prevail.

The following software shall be added to the "Software" definition set forth in the Agreement.

Image
Express
RQC
Integration
Component
(for LSF9
and Infor10
Lawson
Portal Users
only)

- The Image Express RQC Integration
  Component adds a link in Lawson Portal
  RQC so that requesters can attach
  supporting documents during
  requisition/order entry. These supporting
  documents do not have to be indexed by the
  user; the Image Express integration will
  automatically index the documents based on
  the data values tied to the requisition (i.e.,
  Requisition #, Req Location, Requester ID,
  Requisition Date). Users can attach any type
  of document (Word Doc, PDF, Excel File,
  etc.) to the PDF requisition document
  generated by MHC Image Express.
- The requisition approvers accessing Lawson Process Flow via Portal will see a link next to the requisition # information in their basket work unit description labeled "Image." When the requisition approvers click on the Image link, it will pull up a PDF image of the requisition (generated by MHC Image Express during requisition entry or chosen by the user) and they will also see any supporting documents that were attached to the requisition.
- For organizations using Infor Process
   Automation (IPA), they will leverage the
   External Image Drill component/API offered
   by MHC to enable the customer IT staff with
   the ability to generate an image link for each
   requisition and place it somewhere within the
   in basket for approvers to see the supporting
   documentation associated to each
   requisition.

 Full integration with the base Image Express product \$17,900

- Unlimited upload and retrieval users
- One upload form in Lawson Portal RQC during order entry (i.e., Shopping) and another retrieval form in Lawson Portal RQC (i.e., RQC inquiry page)
- For organizations
   using Lawson
   Process Flow or
   Process Flow
   Integrator, MHC will
   also provide another
   link to the requisition
   supporting
   documents on the
   Approval Work unit
   page
- Organizations using IPA will need to license MHC's External Image Drill component for requisition documents and will be responsible for all configuration and development related to IPA

IXRQCINTEG

### Payment Terms For license fee:

Due upon contract execution and/or 30 days prior to renewal dates.

12000 Portland Avenue South, Suite 230 • Burnsville, Minnesota 55337 800.588.3676 • Main: 952.882.0884 • Fax 952.882.0484 www.mhcautomation.com



# Software Implementation and Maintenance Services:

Service	Description	Price
Software Implementation	<ul> <li>Remote Implementation Services (web meeting/VPN/phone)</li> <li>Planning &amp; Analysis*</li> <li>Design &amp; Development (if applicable) **</li> <li>Installation &amp; Configuration</li> <li>Deployment &amp; Customer Support</li> </ul>	Optional support for non-standard Planning & Analysis efforts may be recommended during the course of the project at \$200/hour  Optional support for non-standard Development efforts is billable at \$200/hour
Software Maintenance	Software maintenance entitles the customer to:  (1) Software upgrades for licensed application components sold and licensed by MHC  (2) Software support and training services via toll-free phone number and web meetings  (3) Software for components licensed by MHC that supports the continuing compatibility with existing ERP/integrated business application software that has been upgraded (i.e., as customers upgrade integrated business functionality from one release to the next, they can work with MHC to plan and maintain compatible MHC functionality without re-licensing the software); maintenance does not include support for additions to ERP/integrated business applications, a change of ERP/integrated business application nor technological platform changes for MHC or ERP/integrated business applications nor the services required to support customer-initiated changes other than those listed above	\$3,580.00  20% of the thencurrent perpetual license list prices, annually  (software maintenance commences ninety (90) calendar days after software delivery for all non-OCR products; there is a required \$100 fee for the initial 90-day period, due 90 days after software delivery)

### Post-Implementation Support:

For customers who choose to make technological platform changes or resource support changes post-implementation (i.e., after 30 days of MHC software use in a production environment), MHC will support the additional effort required to complete the changes on a time and materials basis, based on a to-be-estimated amount of hours at the current MHC billable rate.

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<u>Payment Terms:</u> Post Implementation Support or Services, if required, will be invoiced upon work completion; payment is due 30 days after receipt of invoice.

<u>Software Delivery:</u> Licensed software will be delivered no later than 60 days from the date of the executed Software License Agreement.



The following Software Maintenance shall be added to the Maintenance Agreement set forth in Section 6 of the Agreement and shall be added to the annual maintenance fee due under such Section of the Agreement.

### MHC Software Products Maintenance

The annual maintenance fee is 20% of current list price at the time the maintenance fee is due. Listed below are the current list prices of the following Software products as of this Software Agreement's license effective date.

Software	Current List Price
LIC-MHC-IXRQCINTEG RQC Integration	\$17,900.00
Total Software Current List Price	\$17,900.00
* Annual Maintenance Fee 20% of Current List Price	\$3,580.00
* Begins 90 days after software delivery.	

<sup>\*\*</sup> The Fee for the initial 90 day maintenance period of \$100 (not included in the above amount) is invoiced upon the Software Delivery Date.

Annual maintenance will be co-termed and added to the existing software renewal. Estimate co-term amount is \$394.25. This amount is subject to change depending on software delivery date.

9/1/2023 to 11/30/2023

100.00

12/1/2023 to 12/31/2023

294.25 (Co Termed)

\$394.25

Annual maintenance payments shall commence upon Software Delivery Date continuing for a term of two years. At the end of the two-year term, the Maintenance shall automatically renew of a successive one-year term unless thirty days written notice is given by either part to the other in advance of the expiration of such one-year term. Termination of the maintenance services by either party shall not automatically terminate the license to the Software.

<u>Future Maintenance Fee</u>. All current maintenance fees with the addition of RQC is based on **Exhibit A** below. Maintenance fees will renew automatically for successive one year terms.

MHC/RQC Maintenance term 1/1/2024-12/31/2025 - \$84,156.86 Option Year 1/1/2026-12/31/2026 (MHC + RQC) - \$44,182.35

Quoted for 2 year base term and 1 option year. Separate POs will be issued since renewal isn't until 1/1/2024 and the payment needs to hit CHA's 2024 budget. The initial Purchase Order will be for the RQC license at \$17,900.00 + \$100 + \$294.25 ONLY. The 2nd Purchase Order will be issued in 2024 and associated with a blanket contract no.



### Exhibit A Maintenance Fee

			12/31/	/2023	12/3	1/2024
Sku	Product	QTY				newal
MNT-MHC-IXRQCINTEG	RQC Integration - Maintenance	1	\$ 3,7	59.00	\$ 3,	759.00
RNL-MHC-IXIMAGEEXP	MHC Image Express - Renewal Mnt			63.51		
RNL-MHC-DEFORMS	DE Forms Module - Renewal Mnt	1	\$ 2,6	28.11	\$ 2,	628.11
RNL-MHC-DSSE1095C	DSS 1095-C Web Delivery w/User Options - Standalone - Renewal Mnt	1	\$ 2,5	03.47	\$ 2,	503.47
RNL-MHC-DSSEW22K	DSS Elec W-2 Web Delivery w/User Options - 2,000 Employees - Renewal Mnt	1	\$ 1,8	55.74	\$ 1,	855.74
RNL-MHC-DEAP	DE Accounts Payable Module - Renewal Mnt	1	\$ 1,7	03.36	\$ 1,	703.36
RNL-MHC-DEPR	DE Payroll Module - Renewal Mnt	1	\$ 1,6	75.18	\$ 1,	675.18
RNL-MHC-IXAPCAPTUR	AP Capture Interface - Renewal Mnt	1	\$ 1,0	92.73	\$ 1,	092.73
RNL-MHC-DEEREMIT	e-Remit Module - Renewal Mnt	1	\$ 1,0	91.67	\$ 1,	091.67
RNL-MHC-DEAPBKRECN	AP Bank Reconciliation per Bank - Renewal Mnt	1	\$ 8	99.25	\$	899.25
RNL-MHC-DEAUTOFAX	Auto Fax - Renewal Mnt	1	\$ 8	99.25	\$	899.25
RNL-MHC-DEEMAIL	Document Express Email Forms - Renewal Mnt	1	\$ 8	399.25	\$	899.25
RNL-MHC-DE1099NEC	Document Express 1099-NEC Module - Renewal Mnt	1	\$ 7	04.00	\$	704.00
RNL-MHC-DEAUTOMNT-MHC-DE	Auto Document Express - Renewal Mnt	1	\$ 6	56.38	\$	656.38
RNL-MHC-IXAPCAPTUR	AP Capture Interface - Renewal Mnt	1	\$ 6	44.79	\$	644.79
RNL-MHC-IXAPCAPTUR	AP Capture Interface - Renewal Mnt	1		44.79		644.79
RNL-MHC-DEPRFRMDSN	PR Forms Design Payroll Check and Direct Deposit Advice (Print Routine) - Renewal Mnt	1	\$ 6	43,69	\$	643.69
RNL-MHC-IXLOADCOPY	IX Load Copies Interface(s) - Renewal Mnt			526.02		626.02
RNL-MHC-DEAPACH	AP ACH Module - Renewal Mnt	1		125.44		425.44
RNL-MHC-DEAUTOPPAY	Auto Positive Pay - Renewal Mnt	_		125.44		425.44
RNL-MHC-DEAUTOPPAY	Auto Positive Pay - Renewal Mnt			125,44		425.44
RNL-MHC-DEAUTOMNT-MHC-DE	Auto Document Express - Renewal Mnt			349.69		349.69
RNL-MHC-DEPRINTFCE	PR Interface (Import Routine) - Renewal Mnt	_	,	348.17		348.17
RNL-MHC-IXLOADCOPY	IX Load Copies Interface(s) - Renewal Mnt			338.04		338.04
RNL-MHC-DE1099	1099 Module - Renewal Mnt			336.50		336.50
RNL-MHC-DEW2MODULE	DE W-2 Module - Renewal Mnt			321.30		321.30
RNL-MHC-DELIMMODUL	Line Item Maintenance Module - Renewal Mnt		,	256.83		256.83
RNL-MHC-DEPRINTFCE	PR Interface (Import Routine) - Renewal Mnt		•	227.12		227.12
RNL-MHC-DEPRINTFCE	PR Interface (Import Routine) - Renewal Mnt			227.12		227.12
RNL-MHC-DEBCINTFCE	Barcode Forms Interface (Import Routine) - Renewal Mnt			227.12		227.12
RNL-MHC-DEBCINTFCE	Barcode Forms Interface (Import Routine) - Renewal Mnt			227.12		227.12
RNL-MHC-DEBCINTFCE	Barcode Forms Interface (Import Routine) - Renewal Mnt			225.35		225.35
RNL-MHC-DEBCINTFCE	Barcode Forms Interface (Import Routine) - Renewal Mnt				\$	225.35
RNL-MHC-DEBCINTFCE	Barcode Forms Interface (Import Routine) - Renewal Mnt			225.35		225.35
RNL-MHC-DEBCFRMDSN	Barcode Forms Design (Print Routine) - Renewal Mnt		,		\$	113.56
RNL-MHC-DETXFRMDSN	Tax Form Design (Print Routine) - Renewal Mnt				\$	112.68
RNL-MHC-DEBCFRMDSN	Barcode Forms Design (Print Routine) - Renewal Mnt			112.68		112.68
RNL-MHC-DEBCFRMDSN	Barcode Forms Design (Print Routine) - Renewal Mnt				\$	112.68
RNL-MHC-DEBCFRMDSN	Barcode Forms Design (Print Routine) - Renewal Mnt		. ,	112.68	\$	112.68
RNL-MHC-DETXFRMDSN	Tax Form Design (Print Routine) - Renewal Mnt			107.32		107.32
RNL-MHC-DEBCFRMDSN	Barcode Forms Design (Print Routine) - Renewal Mnt	1		105.26	\$	105.26
Total			\$ 4 <b>2</b> ,	u/8.43	<b>\$4</b> ,	2,078.43

# Payment Terms:

The above amounts do not include tax if applicable. The total amount of \$84,156.86 is to be received in net 30 terms from the issued invoice date to secure maintenance rates as listed above for the next 2 renewals.



Accepted for Customer: DocuSigned by:	Accepted for MHC Software Holdings, Inc.:
By: Sheila Johnson	By Come Assess System
(Signature) 02DBAECFF536465	(Signature)
Sheila Johnson	Aaron Stenhaug Name:
(Please type or print name)	(Please type or print name)
Deputy Chief Procurement Officer Title:	CFO Title:
	(MHC Software)
9/1/2023 Date:	2023-09-01 14:43:52  Date:
- M	M2.01.2.1

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.



# MAIL ALL INVOICES TO CHICAGO, IL 60605-1207 ACCOUNTS PAYABLE 60 E. VAN BUREN ST. 11TH FLOOR

# VENDOR

MHC SOFTWARE INC 1190 PORTLAND AVENUE BURNSVILLE MN 55337 United States of America VENDOR# 101944

FOB	DATE REQUIRED
DESTINATION	December 31, 2023

PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE

THIS NUMBER MUST APPEAR ON ALL INVOICES,

PURCHASE ORDER NUMBER 10117

**REQUISITION NUMBER 67913** DATE OF ORDER 09/01/23 THIS ORDER MUST BE DELIVERED TO

30 DAYS		
THIS ORDER MUST BE DELIVERED TO		
INFORMATION TECHNOLOGY SYSTEMS	BUYER	TELEPHONE
60 EAST VAN BUREN	Frederica Juste	312 913-7648
TTTH FLOOR CHICAGO IL 60605		
United States of America		

DESCRIPTION OF ARTICLE	⊃ ≅	QUANTITY	UNIT COST	TOTAL COST
Process Level: P113 MHC Addendum to PO 9892 Bill To Address: CHICAGO HOUSING AUTHORITY 60 E VAN BUREN CHICAGO IL 60605 Contact: ACCOUNTS PAYABLE Email: acctspay@thecha.org				
1 RQC INTEGRATION Term: September 1, 2023 - Dece Item Detail: RQC INTEGRATION Term: September 1, 2023 - December 31, 2023	EA	1.00	17,900.00	17,900.00
2 SOFTWARE MAINTENANCE FEE Term: September 1, 2023 - Dece Item Detail: SOFTWARE MAINTENANCE FEE Term: September 1, 2023 - December 31, 2023	EA	1.00	394.25	394.25
Subtotal Goods Total: Total Amount:				18,294.25 18,294.25 18,294.25

THIS PURCHASE ORDER IS SUBJECT TO ALL CONDITIONS ON REVERSE SIDE.

CHA TAX EXEMPTION IDENTIFICATION NUMBER: E9991-8781-06

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CHICAGO HOUSING AUTHORITY

COPY

**ORIGINAL - VENDOR** 

Acceptance Entire Agreement	Any acceptance of this Purchase Order is limited to acceptance of the express terms of the offer contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of this offer by Vendor's acceptance is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price, or delivery schedule of the goods or services which shall be deemed a material alteration thereof, and this offer shall be deemed accepted by the Vendor without said additional or different terms.
	If this Purchase Order shall be deemed an acceptance of a prior offer by Vendor, such acceptance is limited to the express terms contained on the face and back of thereof. Additional or different terms or services of any attempt by Vendor to vary in any degree of any of the terms of this Purchase Order shall be deemed material and shall be deemed rejected. However, this Purchase Order shall not operate as a rejection of the Vendor's offer unless it contains variances in the terms of the description, quantity, price, or delivery schedule of the goods or services.
Price	Vendor warrants that the prices of the goods or services sold to CHA are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces its price for such goods or services, during the term of this order, Vendor agrees to reduce the prices hereof correspondingly. Vendor agrees not to perform, and waives any and all claims of payment for goods, work, materials or services which would result in billings beyond the total prices of this Purchase Order without prior written amendment to this Purchase Order authorizing said additional goods, work, materials or services. Vendor recognizes an affirmative duty to monitor its performance and billings to insure that the requirements of the Purchase Order are completed within the total price of the Purchase Order.
Compliance With All Laws	The Vendor shall comply with all applicable provisions of Federal, State, and local laws, statues, rules and regulations including, but not limited to 2 C.F.R. Part 200 et seq., as revised or amended. This Purchase Order shall be governed by the laws of the State of Illinois.
Shipment	If in order to comply with the CHA's required delivery date it becomes necessary for Vendor to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid by the Vendor, as its expense, unless the necessity for such rerouting or expedited handling has been caused by CHA or Vendor receives the prior written approval of the CHA.
Delivery	Time is of the essence of this Purchase Order, and if delivery of items or rendering of services is not completed by the time promised, CHA reserves the right without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any loss incurred. The CHA shall not be responsible for any materials nor bear the risk of loss or damage until the materials are delivered to the designated destination and signature of receipt is obtained from the appropriate contact person.
Packaging	Materials shall be placed in substantial commercial containers (200 lb. Test corrugated cartons greylord, or crated) of the type, size and kind commonly used for the purpose. Where feasible, all shipments shall be shrink wrapped or banded on new 4'x4' four way pallets to ensure acceptance and safe delivery at no additional cost to CHA. Each carton, greylord or crate shall be marked with the name of the Vendor, the Purchase Order and release number, description of the material, the quantity of each item contained therein, and manufacturer or model number. The Vendor shall provide a detailed packing list for each shipment. Each packing slip shall include at least the following:  A The Purchase Order number  C. The manufacturer number  B. The quantity of each item shipped  D. A brief description of each line item shipped.  Suppliers of materials identified as "hazardous" by the Director of Illinois Department of Labor must provide the CHA, Material Safety Data Sheets (MSDS, OSHA FORM 20) or equivalent as required by the Public Act 83-240 Section 9(a).
Warranties	Vendor warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Vendor has been informed of the use of the products, Vendor also warrants that the items furnished hereunder are suited and appropriate for such use and in conformance with specifications and applicable law. Vendor shall identify and hold harmless the CHA from any breach of this warranty, and no limitations on CHA's remedy in Vendor's documents shall operate to reduce this indemnification or other remedy. Vendor shall extend all warranties it receives from its suppliers to CHA, and Vendor's warranty shall extend to CHA's customers. This warranty is in addition to all warranties applicable under the law. Vendor acknowledges it is an independent contractor.
Inspection and Acceptance	All goods and other materials under this Purchase Order will be subject to inspection and acceptance after delivery. Goods failing to meet the requirements of this Purchase Order will be held at Vendor's risk and may be returned at Vendor's expense. CHA reserves the right to cancel all or any part of this order if not filled as specified.
Indemnification	Vendor agrees to protect, defend, indemnify, keep, save and hold the CHA, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of this Purchase Order and/or the negligence, acts or omissions of the Vendor, its officers, officials, agents, employees, and subcontractors including, but not limited to, the enforcement of this indemnification provision.
Insurance	Prior to the performance of services, the Vendor shall procure and maintain at all times and at Vendor's own expense, the types of insurance specified on the reverse side or in the solicitation that preceded this Purchase Order. The insurance carriers used by the Vendor must be authorized to do business in the State of Illinois.
Termination of Agreement	As required by 2 C.F.R. Part 200, the CHA may terminate all or any portion of this Purchase Order for its convenience, at any time by a notice in writing to the Vendor when the Purchase Order is deemed by the CHA to be no longer in its best interests.
	CHA may also terminate this Purchase Order for cause in the event of a default by Vendor. In such event, CHA shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold CHA harmless from, any damages occasioned by the Vendor's breach or default. In addition, CHA shall be entitled to any and all other remedies available at law or in equity. If it should be determined that the CHA has improperly terminated this Purchase Order for default, such termination shall be deemed to be for the CHA's convenience.
CHA's Liability Limitation	In no event shall CHA be liable for anticipated profits or for incidental or consequential damages. CHA's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services which give rise to the claim. Any action resulting from any breach on the part of CHA as to the goods or services delivered hereunder must be commenced within one year after the cause of nation has accrued.
Copyright & Patents	To the extent applicable, the CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD purposes, including but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of Services under this Purchase Order, and (b) any rights of copyright or patent to which the Vendor Purchases ownership with funds awarded pursuant to this Purchase Order for the purpose of meeting the objectives of the Purchase Order.
Andit Requirements	As required by 24 C.F.R. §86.36 the CHA retains an irrevocable right to independently or through a third party, to audit Vendor's books and records pertaining to this Purchase Order and to disallow any inappropriate billings hereunder. The Vendor shall maintain records of all transactions under this CHA Order for 3 years of this purchase.
Taxes	The Chicago Housing Authority, a Municipal Corporation is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailers' Occupation Tax. Appropriate exemption certificates will be furnished upon request.
Conflicts	The Vendor certifies by acceptance of this Order that no related official during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Purchase Order or the proceeds thereof. The term "related official" means any 1) member, officer, or employee of the CHA. 2) member of the governing body of the locality in which the CHA was activated. 3) member of the governing body of the locality in which the project is situated. 4) other public official of such locality(ies) who exercises any functions or responsibilities with respect to the project, and 5) members of the immediate family of any of the foregoing.