Master Agreement

THIS MASTER AGREEMENT ("AGREEMENT") IS BY AND BETWEEN ONSPRING TECHNOLOGIES, LLC, A KANSAS LIMITED LIABILITY COMPANY ("ONSPRING") AND THE COMPANY OR INDIVIDUAL ACCEPTING THIS AGREEMENT (THE "CUSTOMER"). THIS AGREEMENT WILL BECOME EFFECTIVE WHEN ALL THE PARTIES HAVE SIGNED IT. THE DATE THIS AGREEMENT IS SIGNED BY THE LAST PARTY TO SIGN IT (AS INDICATED BY THE DATE STATED UNDER THAT PARTY'S SIGNATURE) WILL BE DEEMED THE EFFECTIVE DATE OF THIS AGREEMENT. THIS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF THE SOFTWARE SERVICES (AS DEFINED BELOW), INCLUDING ANY FREE TRIAL SERVICES, AND ANY PROFESSIONAL SERVICES (AS DEFINED BELOW) PROVIDED BY ONSPRING TO CUSTOMER.

1. DEFINITIONS

"Affiliate" means any entity that, at any given time, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a party or that party's parent company. The term "control" (including the terms "controlled by," and "under common control with") means having, directly or indirectly, the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting securities, by contract or otherwise.

"Customer Data" means all electronic data or information submitted by Customer or Users to the Purchased Services.

"Days" means calendar days unless specified otherwise.

"Deliverables" means the output or milestone of a Professional Services project as defined and mutually agreed upon in a Statement of Work or in this Agreement.

"Enterprise" means a specific business organization, with the authority to conduct business on its own, named in an executed Sales Document between Customer and Onspring. An "Enterprise Product Subscription" provides all Users authorized by the Enterprise with full access to a specific Product for the License Term, all as described in an applicable Sales Document, and subject to the limitations set forth in Section 2.2 of this Agreement.

"External Domain Users" means Users that have a third-party contractual relationship with Customer and its Affiliates (i.e., not employees, partners, or agents of Customer or its Affiliates) and who are authorized by Customer to access Customer's Onspring Portal, for each individual a license or subscription to Customer's Onspring Portal has been ordered, and who have been supplied user identifications and passwords for Customer's Onspring Portal by Customer (or by Onspring at Customer's request).

"Implementation Services" means Onspring's Subscription Admin Services (as further described on Exhibit A) or Quick ROI Implementation Services (as further described on Exhibit B), as specified in the applicable Sales Document if purchased by Customer.

"License Term" means the time period reflected in a Sales Document executed by Onspring and the Customer during which the Customer is authorized to use the Software Services, pursuant to the terms and conditions of this Agreement, and for which the Customer has agreed to pay the fees described in the Sales Document.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, trap doors, clocks, other limiting routines, instructions or designs, or other harmful or malicious codes, files, scripts, agents or programs.

"Material" means any information, design, specification, instruction, software, data, or material furnished by either Customer or Onspring to the other Party in connection with a Professional Services project.

"Non-Onspring Products or Services" means online applications, offline software products and/or related services that are provided by third party entities or individuals that are unrelated to Onspring, and that interoperate with or transfer data to or from the Software Services.

"Onspring Portal" means a protected and unique experience within a customer's Onspring platform in which Users can review work, create content and survey records, and read and update content and surveys that Customer has assigned to such Users.

"Product" means a preconfigured set of Onspring applications and/or surveys, reports, dashboards, and automations licensed by the Customer for use across the Customer's enterprise.

"Professional Services" means consulting services provided by Onspring to Customer, including but not limited to software implementation, integration and/or training services, as defined in a Statement of Work or provided as part of Implementation Services.

"Purchased Services" means Software Services purchased under a Sales Document and excludes Software Services provided pursuant to a free trial (as described in Section 2 herein).

"Sales Document" ("Quote", "Order Form", "Order Confirmation", "Invoice" and/or "Receipt") means the documents for ordering the Software Services and Implementation Services, whether in electronic or paper form, that are entered into between Onspring and Customer, including all attachments and exhibits. Each Sales Document is governed by this Agreement and incorporates the terms of this Agreement therein. Onspring Platform Package definitions and limitations are set forth on Exhibit C attached hereto and incorporated herein. If any terms of this Agreement or the Sales Document conflict, the terms of the Agreement will control.

"Software Services" means the software products and services that Customer orders under a free trial or a Sales Document and made available by Onspring online via the Onspring Website at https://www.onspring.com and/or other web pages designated by Onspring, including but not limited to the Onspring Community Website at https://community.onspring.com. "Software Services" exclude Non-Onspring Products or Services.

"Standard Support" means administrative support provided by Onspring that is offered 7:00 a.m.–5:00 p.m. Central Standard Time, Monday through Friday, excluding U.S. recognized holidays. Standard Support is offered via email, phone, and web conferencing. Standard Support provides answers to Customer questions related to the use of the Software Services, including issue resolution. The Onspring Standard Support team is unable to log into client instances. Onspring's Service Level Agreement for Standard Support is set forth in the Sales Document between Onspring and Customer.

"Statement of Work" or "SOW" means a document describing Professional Services and/or Deliverables to be provided by Onspring for Customer. Each Statement of Work that may be executed by the Parties

under this Agreement will utilize Onspring's standard form. Any Statement of Work, when executed by both Parties, shall be deemed to incorporate all applicable provisions of this Agreement.

"User Guide" means the online user guide for the Software Services, accessible via login at https://[customer name].onspring.com, as updated from time to time.

"Users" means individuals who are authorized by Customer to use the Software Services, for each individual a license or subscription to a Software Service has been ordered, and who has been supplied user identifications and passwords by Customer (or by Onspring at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and/or other parties with whom a contractual relationship with the Customer exists.

## 2. PURCHASED SERVICES

2.1. Provision of Purchased Services. Onspring shall make the Purchased Services available pursuant to this Agreement and the applicable Sales Documents during a license term (as provided in the applicable Sales Document). Customer acknowledges and agrees that purchases of Software Services are not (i) contingent on the delivery of any future functionality or features, or (ii) dependent on any oral or written public comments made by Onspring regarding future functionality or features.

2.2. Subscriptions. Software Services are purchased as User, Enterprise Product, and/or External Domain User subscriptions and may be accessed by no more than the specified number or types of Users and/or for the specific applications and surveys outlined in the Product diagram referenced in the Sales Document, (ii) additional User, Enterprise Product subscriptions, and/or External Domain Users may be added during the current subscription term at the same pricing as that for the current term, and (iii) the added User, Enterprise Product, and/or External Domain User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions (including External Domain User subscriptions) are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Software Services or Customer's Onspring Portal. Enterprise Product subscriptions are for Enterprise Users only and access to the licensed Products may not exceed the number of employees within the Enterprise as stated in the Sales Document.

2.3 Onspring grants Customer, its Affiliates and its Users a worldwide, non-exclusive, royalty-free, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Software Services in accordance with the terms of this Agreement and any Sales Document.

## 3. USE OF THE SERVICES

3.1. Onspring's Responsibilities. Onspring shall (i) provide Standard Support for the Purchased Services to Customer at no additional charge, and (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for (a) planned downtime (of which Onspring shall give at least 8 hours' notice via email to Customer and which Onspring shall schedule, to the extent practicable, during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Central Time), or (b) any unavailability caused by circumstances beyond Onspring's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks. See

Exhibit D of this Agreement for additional information regarding Onspring's Service Level Agreement with respect to availability of the Software Services.

3.1.1. Customer Onsite Services. If Onspring performs any Professional Services on Customer's premises, all Onspring workers shall follow Customer's rules and policies made known to Onspring workers.

3.2. Onspring's Protection of Customer Data.

3.2.1. Onspring shall maintain commercially appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.

3.2.2. Onspring shall not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law in accordance with Subsection 8.3 or as expressly permitted in writing by Customer, or (iii) access Customer Data except to provide the Software Services and Professional Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

3.3. Customer Responsibilities. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the legality of Customer Data and the means by which Customer Data is acquired, (iii) use commercially appropriate administrative, physical, and technical safeguards to prevent unauthorized access to or use of the Software Services, (iv) notify Onspring promptly of any such unauthorized access or use, and (v) use the Software Services only in accordance with this Agreement, the User Guide and applicable laws and government regulations. Customer shall not (a) make the Software Services available to anyone other than Users, (b) sell, resell, rent or lease the Software Services, (c) use the Software Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Software Services to knowingly store or transmit Malicious Code, (e) intentionally interfere with or disrupt the integrity or performance of the Software Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Software Services or its related systems or networks. If it is determined by Onspring that a User is misusing the Software Services or is otherwise in violation of this Agreement, Onspring will notify Customer of the misuse and will reserve the right to immediately inactivate the related User account(s).

3.4. Usage Limitations. Software Services may be subject to other limitations, such as, for example, limits on disk storage space or on the number of calls Customer is permitted to make against Onspring's application programming interface. Any such limitations are specified within the Administration Reports page within the Software Services and within the appropriate Sales Document as provided to Customer. The Software Services provide real-time information to enable Customer to monitor its compliance with any User count, Product component, and storage-related limitations. Any issues of non-compliance related to User counts, Product components, or storage limitations will be provided to Customer. Customer shall then have up to 30 days following the date of notification of non-compliance to rectify any overages, in order to bring usage back into compliance. If not rectified within the 30-day period, Onspring reserves the right to inactivate the Software Services.

4. PROFESSIONAL SERVICES

4.1 Implementation Services. If ordered by Customer, Onspring will provide Implementation Services to Customer under this Agreement and pursuant to the terms and conditions set forth in the applicable

Sales Document. Implementation Services are subject to the parameters set forth in the Sales Document and Exhibits A and B of this Agreement. If Customer requires Professional Services that fall outside the scope of Implementation Services, the parties must execute a separate Statement of Work describing the Professional Services.

4.2 Personnel. The person(s) assigned by Onspring to perform Professional Services shall have appropriate technical and professional skills and experience to enable them to perform their duties in a professional and workmanlike manner, consistent with generally accepted industry standards for the performance of such Professional Services. Onspring will use commercially reasonable efforts to maintain continuity of its personnel until completion of the applicable project. In the event that Onspring replaces any person performing Professional Services with another person, Onspring will provide an alternate person with no less relevant skill sets than the person being replaced.

4.3 Provision of Professional Services Outside the Scope of Implementation Services.

a. If ordered by Customer, Onspring will provide Professional Services to Customer under this Agreement and one or more Statements of Work that will be executed by both Parties. Any change in the scope of Professional Services or Deliverables must be documented in a mutually agreed and executed change order amending the applicable Statement of Work.

b. With respect to each SOW, each Party shall appoint a qualified staff member or other representative to act as project manager (each, a "Project Manager") for the Professional Services to be performed under each Statement of Work. Each Project Manager shall act as the single point of contact for the Party appointing such Project Manager in connection with the performance of such Professional Services for the applicable project. Onspring will provide written reports on the progress of the Professional Services performed under each Statement of Work as may be reasonably requested from time to time by Customer's Project Manager.

4.4 Deliverables

a. Provision of Deliverables. All Deliverables will be provided to Customer as specified in this Agreement, the applicable Statement of Work, or Sales Document, or as may be otherwise mutually agreed to by the Parties in writing.

b. Customer Review and Testing. Deliverables will be subject to acceptance testing by Customer to verify that the Deliverables satisfy the acceptance criteria in each Statement of Work or Sales Document. If no specific acceptance criteria are set forth in the applicable Statement of Work or Sales Document, the acceptance criteria will be Customer's commercially reasonable determination that the Deliverables conform to and function in accordance with the proposals, descriptions and specifications set forth in the applicable Statement of Work or Sales Document and are free from defects in materials, workmanship, performance and functionality. If there is no time frame specified in the applicable Statement of Work or Sales Document, Customer will have fifteen (15) business days after delivery of the relevant Deliverables to notify Onspring of its acceptance or rejection of the Deliverables in writing ("Testing Period"). If Customer has not issued such written notification to Onspring at the end of such Testing Period, the affected Deliverables will be deemed accepted. If Customer rejects the Deliverables in writing during the Testing Period, Onspring will attempt to remedy the specified defects and resubmit the affected

Deliverables to Customer within ten (10) business days of the date of initial rejection or such other time period as agreed in writing by the Parties, at which time the acceptance testing procedure will be repeated. If the Deliverables fail acceptance testing this second time, Customer may provide Onspring with a subsequent opportunity to remedy the defects and resubmit the Deliverables for acceptance testing or finally reject the Deliverables and pursue any rights or remedies as set forth in this Agreement, at law or in equity.

5. NON-ONSPRING PROVIDERS

5.1. Integration with Non-Onspring Products or Services. The Software Services may contain features designed to interoperate with Non-Onspring Products or Services. To use such features, Customer may be required to obtain access to such Non-Onspring Products or Services from its providers. If the provider of any such Non-Onspring Products or Services ceases to make the Non-Onspring Product or Service available for interoperation with the corresponding Software Service features on reasonable terms, Onspring may cease providing such Software Service features without entitling Customer to any refund, credit or other compensation. Any acquisition by Customer of such Non-Onspring Products or Services, and any exchange of data between Customer and any non-Onspring provider, is solely between Customer and the applicable non-Onspring provider. Onspring does not warrant or support Non-Onspring Products or Services.

6. FEES AND PAYMENT

6.1. Fees. Customer shall pay all fees to Onspring specified in any applicable Sales Document(s) and Statements of Work in United States Dollars (USD). Except as otherwise specified or in a Sales Document, (i) fees for the Software Services are based on Purchased Services and not actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable. Software Services subscription fees are based on annual periods that begin on the subscription start date and each anniversary thereof. Fees for User subscriptions added in the middle of a subscription term will be charged a prorated amount for the time remaining in the subscription term following any applicable free trial period. Fees for Professional Services listed in a Statement of Work will indicate the rate for such services but are exclusive of taxes and expenses. For the initial three-year License Term reflected in the Sales Document attached hereto and incorporated herein as Exhibit E (the "Initial Term Sales Document"), the total fees will be $95,880.00 (Year 1: $37,960; Year 2: $28,960; Year 3: $28,960) for the products and services described therein.

6.2. Invoicing. Customer will provide Onspring with a valid purchase order for the Software Services and Implementation Services (if ordered). Onspring will invoice Customer for the Software Services and Implementation Services (if ordered) in advance and otherwise in accordance with the relevant Sales Document. The fees described in the Initial Term Sales Document will be invoiced annually in advance for each year of the License Term. Onspring shall submit invoices to Customer for Professional Services (if ordered) on a monthly basis (or more or less frequently as may be specified in the applicable Statement of Work) detailing the amounts payable by Customer under the Statement of Work. Unless otherwise stated in the Sales Document or Statement of Work, invoiced charges are due net 30 days from Customer's receipt of the invoice.

Customer will be deemed to have received an applicable invoice on (i) the first business day after sending by electronic mail or, (ii) the second business day after mailing. Customer is responsible for providing to

Onspring complete and accurate billing and contact information and notifying Onspring of any changes to such information. As of the date of this Agreement and until further notice, Customer's billing address is as follows:

Customer Name: Virgin Islands Housing Finance Authority

Address: 100 Lagoon Complex, Suite 4

City, State, Postal Code: St. Croix, USVi 00840

Contact Person: Valdez Shelford, Chief Financial Officer

E-mail: vshelford@vihfa.gov

6.3. Form of Payment. Customer shall remit payment for invoiced fees by check, wire, or ACH transfer. In the event Customer desires to pay invoiced charges by credit card, a convenience fee equal to three and one-half percent (3.5%) of the invoiced amount will be added to the amount due.

6.4. Overdue Charges. If any payments for charges are not received by Onspring by the due date as defined in Subsection 6.2, then at Onspring's discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the 31st day following the date of Customer's receipt of the invoice until the date paid.

6.5. Suspension of Service and Acceleration. Without limiting Onspring's other rights and remedies, if any amount owed by Customer under this Agreement or any applicable Sales Document remains outstanding in excess of thirty (30) days following the date of Customer's receipt of the invoice, Onspring may, in its sole discretion, accelerate Customer's unpaid fee obligations so that all fee obligations become immediately due and payable, and/or suspend the Purchased Services until such amounts are paid in full. Without limiting Onspring's other rights and remedies, if any amount owed by Customer for Professional Services under any applicable Statement of Work remains outstanding in excess of thirty (30) days following the date of Customer's receipt of the invoice, Onspring may, in its sole discretion, suspend the delivery of any further Professional Services until such amounts are paid in full. Onspring will give Customer at least 7 days' prior written notice that its account is overdue before suspending the Purchased Services or Professional Services.

6.6. Taxes. Unless otherwise stated, Onspring's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is solely responsible for paying all applicable Taxes associated with its purchases hereunder. If Onspring has the legal obligation to pay or collect Taxes for which Customer is responsible under this subsection, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Onspring with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Onspring is solely responsible for taxes assessable against it based on Onspring's income, property and employees.

Will the Customer provide a sales tax exemption certificate?

Please select yes or no:

☐ Yes ☐ No

If yes, please send the required tax exemption documents immediately to: billing@onspring.com

6.7 Expenses. Subject to any limitations specified in an applicable Statement of Work and subject to Customer's expense reimbursement guidelines furnished to Onspring, as such guidelines may be updated from time to time, Customer shall pay or reimburse Onspring for all pre-approved, out-of-pocket travel and living expenses reasonably incurred by Onspring's personnel in performing the Professional Services or Implementation Services.

7. PROPRIETARY RIGHTS

7.1. Software Services. Solely with respect to the Software Services:

a. Reservation of Rights in Software Services. Subject to the limited rights expressly granted hereunder, Onspring reserves all rights, title and interest in and to the Software Services, including all related intellectual property rights. Other than as expressly set forth herein, no rights are granted to Customer.

b. Restrictions. Customer shall not (i) permit any third party to access the Software Services except as permitted herein or in a Sales Document, (ii) create derivative works based on the Software Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Software Services, other than making the Software Services accessible via Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Software Services, or (v) access the Software Services in order to (a) build or enhance a competitive product or service, or (b) copy any features, functions, graphics or content of the Software Services.

c. Customer-Developed Onspring Applications. If Customer, a third party acting on Customer's behalf, or a User creates their own built-in Onspring application or form as provided by the allowable use of the Software Services, Customer authorizes Onspring to host, copy, transmit, display and adapt such applications, solely as necessary for Onspring to provide the Software Services in accordance with this Agreement.

d. Customer Data. Subject to the limited rights granted by Customer hereunder, Onspring acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.

e. Ideas. Customer may choose to or Onspring may invite Customer to submit comments or ideas about the Software Services, including without limitation about how to improve the Software Services or other products. Onspring shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Software Services any comments, suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Software Services or other products offered by Onspring.

7.2. Professional Services. Solely with respect to the Professional Services, including Implementation Services:

a. Customer's Ownership. Upon payment for the Professional Services, Customer will have the non-exclusive, non-assignable, royalty free, limited right to use for its internal business operations,

anything developed by Onspring and delivered to Customer as part of the Professional Services project; however, certain Deliverables may be subject to additional license terms provided in the Statement of Work or Sales Document. Customer may allow its agents and contractors (including, without limitation, outsourcers) to use the Deliverables for this purpose and Customer is responsible for their compliance with this Agreement in such use.

b. Pre-Existing IP. Both Parties shall own and retain all rights to their respective pre-existing intellectual property ("IP") and any IP developed outside of the Professional Services performed under this Agreement. All Deliverables provided to Customer by Onspring under this Agreement, a Statement of Work, or Sales Document are "work made for hire" under applicable copyright law.

7.3 Third Party Proprietary Rights.

a. Components. Onspring will specify in each Statement of Work, Change Order, or Sales Document any third-party software, tools, products or materials required for performing the Professional Services or incorporated into or provided in connection with Deliverables prepared under such Statement of Work, Change Order, or Sales Document ("Third-Party Components"). Unless stated otherwise in the applicable Statement of Work, Change Order, or Sales Document, and provided that the Third-Party Components are identified in the Statement of Work, Change Order, or Sales Document, Customer will be responsible for obtaining appropriate licenses for such Third-Party Components and for paying any applicable license fee. Onspring will be responsible for providing reasonable assistance to Customer for securing all such licenses required from third parties for use of any such Third-Party Components. Use and access to any such Third-Party Components will be governed as per the terms under relevant third party end user license agreement (EULA).

b. Third-Party Licenses. If while performing Professional Services Onspring requires access to other vendors' products that are part of Customer's system(s), Customer will be responsible for acquiring all such products and the appropriate license rights necessary for Onspring to access such system(s) on Customer's behalf.

8. CONFIDENTIALITY

8.1. During the course of performance of this Agreement or any Statement of Work, each party may disclose to the other party certain Confidential Information (as defined below). Each party shall, and shall cause each of its respective principals, directors, officers, managers, partners, employees, agents, counsels, subcontractors, Users or other representatives ("Representatives"), to hold the other party's Confidential Information in confidence and shall use reasonable efforts to protect it using no less than the degree of care it uses in protecting its own similar information. Each party shall, and shall cause each of such party's Representatives to, not disclose the other party's Confidential Information to any third party other than its Representatives and shall use such Confidential Information for the sole purpose of performing such party's obligations under this Agreement or any Statement of Work. Each party shall not, and shall cause each of its Representatives to not, copy, change, or create other works from the Confidential Information except as to carry out its obligations of this Agreement or any Statement of Work. Each party shall be responsible for any breach of this paragraph by any of its Representatives (including, without limitation, Representatives who, subsequent to the first date of disclosure of

Confidential Information become former Representatives) or by any other person receiving Confidential Information from or through such party. If a party breaches this Section 8, the non-breaching party may suffer irreparable harm and monetary damages may be an inadequate remedy. The non-breaching party will be entitled to seek temporary, preliminary, and permanent injunctive relief against the breaching party or its Representatives, in addition to other rights and remedies to which it may be entitled at law or in equity. Each party waives any requirement for a bond for any injunctive or other equitable relief.

8.2. For the purposes hereof, "Confidential Information" means any technical data, know-how or other information (either oral, written or digital) provided to either party by the other (including any Representative of the other) or obtained by either party from the other (including any Representative of the other) including, without limitation, that which relates to the organization, marketing strategies, business, finances, know-how, trade secrets, recipes, formulas, technology, advertising plans, distribution information, technical data, inventions (whether or not patentable), processes, designs, drawings, models, software, hardware and operations or past, current or potential customers, advertisers and suppliers of the disclosing party, in tangible or intangible form and whether or not identified as confidential. The term Confidential Information shall not include any information which: (i) is disclosed through no fault of the receiving party; (ii) the receiving party can verifiably demonstrate was in its possession prior to disclosure hereunder; (iii) is subsequently disclosed to the receiving party by a third party having the right to disclose it; (iv) is verifiably independently developed by the receiving party without reference to or the assistance of the disclosing party's Confidential Information; or (v) is approved for release in writing by the owner thereof.

8.3. Either party or its Representatives may disclose the other party's Confidential Information upon the order of any competent court or government agency, provided that, as promptly as practicable after any such order issued and prior to disclosure unless prohibited by applicable law, the party that is subject to such order shall inform the other party of such order and the details thereof and afford the other party the opportunity to seek a protective order or other appropriate relief. The compelled party shall (a) only disclose that portion of the Confidential Information that it is required to disclose, and (b) use reasonable efforts to ensure that the Confidential Information is treated confidentially.

8.4. The confidentiality provisions of this Agreement shall survive termination or expiration of this Agreement forever and shall be binding upon and inure to the benefit of both parties' successors and permitted assigns. This Agreement does not confer any right, license, interest, or title in, to, or under the Confidential Information to the receiving party. Except as described herein, no license is hereby granted to the receiving party, by estoppel or otherwise, under any intellectual property rights of the disclosing party.

8.5. Upon termination or expiration of this Agreement or upon request at any time, each party will return to the other party all tangible copies of the other party's Confidential Information and destroy any notes or other work product containing the other party's Confidential Information and certify such destruction in writing to the other party.

9. WARRANTIES AND DISCLAIMERS

9.1. Software Services Warranties.

a. **Onspring Warranties.** Onspring warrants that (i) it has validly entered into this Agreement and has the legal authority to do so and it and its employees and subcontractors have proper skill, training, and background to deliver the Software Services in a competent and professional manner, (ii) the functionality of the Software Services will not be materially decreased during a subscription term, (iii) it will not knowingly transmit Malicious Code to Customer, (iv) the Software Services do not infringe on any intellectual property or other rights of any third party, and (v) it has full and sufficient rights necessary to grant to Customer any license or rights granted hereunder. Notwithstanding the foregoing, Onspring shall not be in breach of this subsection (iii) if Customer or User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Subsections 12.4 and Subsection 12.6.

b. **Customer Warranties.** Customer warrants that (i) it has validly entered into this Agreement and has the legal authority to do so, (ii) Customer Data entered in the Software Services by Customer or User do not infringe on any intellectual property or other rights of any third party, and (iii) it has full and sufficient rights necessary to grant to Onspring any license or rights granted hereunder.

9.2 Professional Services Warranties.

a. **Title and Non-Infringement.** Onspring represents and warrants to Customer that prior to delivery of any Deliverable to Customer, Onspring will have obtained assignment, all right, title and interest in and to such Deliverable from each Onspring personnel who performed Professional Services relative to such Deliverable. Onspring further represents and warrants to Customer that as delivered by Onspring to Customer, such Deliverable will not infringe or misappropriate the patent, copyright, trademark, trade secret or other intellectual property rights of any third party. This non-infringement warranty shall not apply to the extent that an infringement claim arises as a result of (a) modification or alteration of the Deliverable made after the delivery by Onspring to Customer if such modification or alteration that is directly attributed to the infringement claim, was not made by or on behalf of Onspring, and was not specified by Onspring or required for use of the Deliverables; or (b) use of the Deliverable in combination with other products or systems not known to Onspring, reasonably anticipated in the specifications or reasonably necessary for use of such Deliverables.

b. **Compliance with Specifications.** Pursuant to Section 4.4(b), Onspring represents and warrants to Customer that as delivered by Onspring and at the time of acceptance by Customer, each Deliverable provided pursuant to a Statement of Work or this Agreement will conform to its corresponding specifications. This warranty shall not apply to the extent that failure of the Deliverable to conform to its corresponding specifications has resulted from: (a) modification of the Deliverable after delivery by Onspring if such modification was not made by or on behalf of or specified by Onspring, (b) use of the Deliverable in combination with other products or systems which was not known to Onspring, reasonably contemplated in the specifications, or reasonably necessary for use of such Deliverables or (c) defects in components or materials provided to Onspring by Customer in connection with the preparation of the Deliverable.

c. Compliance with Law. Onspring represents and warrants that it is in compliance with, and shall perform the Professional Services in compliance with, all applicable laws and regulations.

d. Virus and Disabling Code. Onspring represents and warrants that Onspring will not knowingly introduce any virus or unauthorized disabling code into any software Deliverable provided hereunder or into the Customer network or system. Onspring will use industry standard anti-virus software and devices to screen all software Deliverables prior to delivery to Customer to prevent any viruses, worms or other computer code that has the effect of disabling or interrupting the operating of a computer system or destroying, erasing or otherwise harming any data, software or hardware.

e. Professional Services Warranty. Onspring represents and warrants that (i) all Professional Services performed by Onspring pursuant to this Agreement will be performed in a professional, diligent, competent and workmanlike manner in accordance with applicable industry standards; and (ii) it has full right and authority to enter into this Agreement, and the performance by Onspring of its obligations and duties under this Agreement does not and will not violate any agreements by which Onspring is bound.

9.3. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ONSPRING MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Onspring. Onspring shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer solely by a third party alleging that the use of the Software Services as permitted hereunder or any Material furnished by Onspring infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of a Claim, and for amounts paid by Customer under a court- approved settlement of, a Claim; provided, that Customer (a) promptly provides Onspring written notice of the Claim (provided that Onspring shall not agree to any financial or performance commitments on behalf of Customer in settlement of any Claim without Customer's express written consent); (b) provides Onspring with sole control of the defense and settlement of the Claim; and (c) provide Onspring all reasonable assistance, at Onspring's expense. In the event of a Claim, or if Onspring reasonably believes the Software Services or Material furnished by Onspring may infringe or misappropriate, Onspring may, in its sole discretion, and at no cost to Customer (i) modify the Software Services so that they no longer infringe or misappropriate the third party's intellectual property, (ii) obtain a license for Customer to continue using the Software Services in accordance with this Agreement, (iii) replace the Material with other Material that is equal in capacity and performance but is non-infringing, or (iv) (a) solely with respect to the Software Services, terminate Customer's User subscriptions for such Services upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination, or (b) solely with respect to the

Professional Services, end the license for, and require return of, the applicable Material and refund any fees Customer may have paid for it.

10.2. Indemnification by Customer. Customer shall defend Onspring against any claim, demand, suit or proceeding made or brought against Onspring by a third party alleging that Customer Data, any Material furnished by Customer, or Customer's misuse of the Software Services breaches this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (an "Onspring Claim"), and shall indemnify Onspring for any damages, attorney fees and costs finally awarded against Onspring as a result of an Onspring Claim, and for any amounts paid by Onspring under a court-approved settlement of, an Onspring Claim; provided that Onspring (a) promptly provides Customer written notice of the Onspring Claim; (b) provides Customer with sole control of the defense and settlement of the Onspring Claim (provided that Customer may not settle any Onspring Claim unless the settlement unconditionally releases Onspring of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

10.3 Indemnity Exclusions. The provider of information subject to an indemnification claim (Onspring or Customer, as the case may be, the "Provider") will not indemnify the recipient of such information (Onspring or Customer, as the case may be, the "Recipient") if the Recipient alters the Software Services or Material without Provider's authorization or uses the Software Services or Material outside the scope of use identified in this Agreement, the Sales Document, or the Statement of Work  if the alleged infringement would not have occurred but for such alteration or use outside of the scope of use identified in this Agreement, the Sales Document, or the Statement of Work . The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Onspring will not indemnify Customer to the extent that an infringement claim is based upon the combination of Material with any products or services not provided or authorized by Onspring. This Section 10 provides the parties' exclusive remedy for any infringement claims or damages.

10.4. Exclusive Remedy. This Section 11 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO ANY CLAIM OF INDEMNIFICATION UNDER SECTION 10 OR BREACH OF CONFIDENTIALITY UNDER SECTION 8, ONSPRING'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE INCIDENT.

11.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions for the Software Services granted in accordance with this Agreement or applicable Sales Document have expired or been terminated. The initial three-year License Term described in the Initial Term Sales Document will commence on the Effective Date and expire on the third anniversary of the Effective Date.  If Customer elects to use the Software Services for a free trial period and does not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

12.2. Term of Purchased User Subscriptions. User subscriptions for the Software Services purchased by Customer commence on the start date specified in the applicable Sales Document and continue for the subscription term specified therein. Except as otherwise specified in the applicable Sales Document, all User subscriptions for the Software Services shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing for the Software Services during any such renewal term shall be the same as that during the prior term unless Onspring has provided Customer written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

12.3 Termination for Material Breach. In the event of a material breach of the provisions of this Agreement or an applicable Statement of Work, the non-breaching Party may terminate this Agreement and all Statements of Work, or any individual Statement(s) of Work and this Agreement as it applies to such Statement(s) of Work, upon written notice to the breaching Party if the breaching Party fails to cure such breach within thirty (30) days following written notice thereof to the breaching Party.

12.4 Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement upon written notice to the other Party if the other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course.

12.5. Refund or Payment upon Termination. Upon any termination for cause by Customer, Onspring shall refund any fees prepaid by Customer covering the remainder of the term after the effective date of termination. Upon any termination for cause by Onspring, Customer shall pay any unpaid fees covering the remainder of the term of all Sales Documents after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Onspring for the period prior to the effective date of termination.

12.6 Effect of Termination of a Statement of Work. Upon the early termination of any Statement of Work for any reason, Onspring shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and (ii) provide reasonable cooperation and assistance to

Customer upon Customer's written request and at Customer's expense in transitioning the Professional Services to an alternate service provider.

12.7. Customer Data Retrieval. For a period of fourteen (14) days after the effective date of termination of a Purchased Services subscription ("Data Retrieval Period"), Onspring will continue to make the Purchased Services available to Customer at no additional cost, in order to provide Customer the opportunity to export and download any desired Customer Data. After such 14-day period, Onspring shall have no obligation to maintain or provide any Customer Data and shall within ninety (90) days thereafter, unless legally prohibited, delete all Customer Data in the Services or any Onspring systems. All provisions of this Agreement shall remain in full force and effect during the Data Retrieval Period.

12.8. Surviving Provisions. Sections 7, 8, 9, 10, 11, 12, 12.5, 12.7, 12.8, 14, 15, and 16, and any right or obligation of the parties in this Agreement or any Statement of Work which, by its nature, should survive termination or expiration of this Agreement or any Statement of Work, shall survive any termination or expiration of this Agreement or any Statement of Work. In addition, Customer shall remain obligated to pay Onspring any amounts due hereunder for Professional Services performed and expenses incurred under any Statement of Work prior to the effective date of termination of such Statement of Work.

13. NOTICES.

13.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. Legal notices shall be addressed to:

Onspring Technologies, LLC
Attn: Legal Department
10801 Mastin Street
Suite 400
Overland Park, KS  66210
Phone: +1 913-601-4900
Email: legal@onspring.com

Virgin Islands Housing Finance Authority
100 Lagoon Complex
Suite 4
St. Croix, USVi 00840
Phone: +1 340 772 4432
ATTN: Eugene Jones, Jr., Executive Director

14. GOVERNING LAW; DISPUTES; ARBITRATION; JURISDICTION

14.1. Governing Law.  This Agreement shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Kansas without regard to the conflict of law principles thereof.

14.2. Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement (the "Dispute") through the informal means described in this Subsection 15.2. Each party will appoint a senior management representative as necessary. The representatives will furnish to each other all non-privileged information with respect to the Dispute that the parties believe to be appropriate and germane. The representatives will use commercially reasonable efforts to resolve the Dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the Dispute as set forth in Section 14 may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) 30 days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

14.3. Arbitration. Either Customer or Onspring may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT ONLY WILL BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND CUSTOMER IS WAIVING ITS RIGHTS TO HAVE ITS CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST ONSPRING. If any provision of this arbitration provision is found unenforceable, the unenforceable clause shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator, mutually agreed upon by the parties, and administered by the American Arbitration Association (www.adr.org) or JAMS (www.jamsadr.org) according to this provision and the applicable arbitration rules for that forum. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for its portion of any and all arbitration fees If either party prevails on any claim for which it is legally entitled to attorney's fees, the party may request that the arbitrator award such fees. For purposes of this arbitration provision, references to each party also include its respective subsidiaries, Affiliates, agents, employees, Representatives, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. The parties further agree that any arbitration proceeding shall take place in Johnson County, Kansas or Jackson County, Missouri.

14.4. Jurisdiction and Venue. The parties submit to the personal jurisdiction of the U.S. District Court for the District of Kansas and the District Court of Johnson County, Kansas, and these courts will have exclusive jurisdiction over, and shall be the exclusive venues for, any judicial proceedings arising out of or related to this Agreement.

14.5. Waiver of Jury Trial; Waiver of Class Action. Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Each party also waives any right to pursue or participate in a class action against the other party which arises out of or is related to this Agreement and shall not be a class representative or member of any such class.

14.6 Limitation on Time to Initiate a Dispute. Unless otherwise required by law, an action or proceeding by a party relating to any Dispute must commence within one year after the cause of action accrues.

15. GENERAL PROVISIONS

15.1. Export Compliance. The Software Services, other technology Onspring makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Software Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

15.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, that party will use reasonable efforts to promptly notify the other party's legal department.

15.3. Customer Security Assessments. In connection with any security assessment performed by Customer or a third party on behalf of Customer, Onspring will provide to Customer at Customer's request, at no additional charge, copies of any security-related certifications received by Onspring and updates to any Onspring-maintained questionnaires or surveys (which may include, without limitation, Onspring Policies and Standards documents, BC/DR testing results, the most recent internal and/or third-party assessments, Cloud Security Alliance Questionnaire, and other regularly maintained security documents that Onspring develops in the future for external use). Onspring reserves the right to charge Customer fees assessed on an hourly basis for Onspring staff time that is required to respond to any questionnaires or surveys submitted to Onspring by Customer or a third party on behalf of Customer. Customer shall pay any such fees invoiced by Onspring within sixty (60) days of Customer's receipt of the invoice.

15.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party shall have any right or authority to act on behalf of or incur any obligation for the other party.

15.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.6. Waiver. No term or provision of this Agreement or any Statement of Work will be considered waived by either Party, and no breach consented to by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom it is asserted. No failure or delay by either party in exercising any right under this Agreement or Statement of Work shall constitute a waiver of that right.

15.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15.8 Collection Fees. Customer shall pay on demand all of Onspring's reasonable collection fees and other costs incurred by it to collect any fees or charges due to it under this Agreement following Customer's breach of Section 6.

15.9 Force Majeure. Neither party shall be responsible for failure or delay of performance of its obligations under this Agreement or any Statement of Work hereunder if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party, but excluding economic hardship. The parties agree to use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's payment obligations under this Agreement or any Sales Document or Statement of Work.

15.10 Assignment. Neither party may assign any of its rights under this Agreement, any Statement of Work, or any Sales Document without the prior written consent of the other party, except that Customer may assign this Agreement, any Statement of Work, or any Sales Document hereunder or both to (a) any purchaser of all of the stock or substantially all of the assets of Customer, or (b) any Affiliate upon notice to Onspring without the consent of Onspring.

15.11 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Sales Documents and Statements of Work, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any written modification or amendment hereto which is later in time, the terms of the modification or amendment shall prevail. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Sales Document or Statement of Work, the terms of this Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation shall be incorporated into or form any part of this Agreement, unless accepted in writing by Onspring, and all such terms or conditions shall be null and void.

16. INSURANCE

16.1 Insurance Coverage. Onspring shall, at its own expense, get and keep the following insurance coverage on an occurrence basis:

(a) workers' compensation in amounts required by law and employer liability insurance with a limit of $1,000,000;

(b) commercial general liability insurance with minimum limits of $2,000,000 per occurrence and $4,000,000 aggregate;

(c) automobile liability insurance (non-owned and hired vehicles only) with a combined single minimum limit of $2,000,000 each accident for bodily injury and property damage;

(d) umbrella insurance with minimum limits of $3,000,000 per occurrence and $3,000,000 aggregate;

(e) technology and professional services liability, network security and privacy liability, regulatory proceedings, fines and penalties, and media liability expenses with minimum limits of $5,000,000 per occurrence and $5,000,000 aggregate;

(f) crime insurance with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate;

(g) employment practices liability insurance with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate.
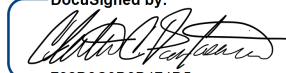
16.2 Additional Insured. Onspring shall name Customer as an additional insured to Onspring's commercial general liability policy, and Onspring shall give Customer a certificate showing compliance with these insurance requirements on signing this Agreement. The provision of certificates of insurance or purchase of insurance does not release Onspring of its obligations or liabilities under this Agreement.

17. Signatures. IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have signed this Agreement as of the dates listed below.

**Onspring Technologies, LLC**

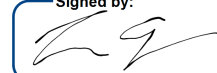**Virgin Islands Housing Finance Authority ("Customer")**

By:
(signature)

732D8C0D9B474D5...

Printed Name:    Chris Pantaenius

Title:    Founder & CEO

Date:    10/03/2024 | 09:41 CDT

By:
(signature)

EEC1E718A64D4A7...

Printed Name: Eugene Jones, Jr.

Title: Executive Director

Date:    10/21/2024 | 11:38 CDT

Reviewed for legal sufficiency:

Nycole Thompson, VIHFA Legal Counsel

Dated: 10/02/24

**Exhibit A**

**Subscription Admin Terms**

**(Available Only with a One-Year Onspring License Term or Greater)**

- Customers may purchase not less than ten (10) hours per month, for no fewer than three (3) months, of an Onspring Professional Services resource's time, as set forth in the applicable Sales Document, starting and ending on the dates set forth in the applicable Sales Document.

- Onspring may perform some or all the following functions to support a Customer's Onspring implementation:
  - Assist in any required troubleshooting of configurations identified by Users of the Product;
  - Analyze potential process enhancements and work with stakeholders to implement the enhancements;
  - Assist Customer as needed in any Onspring configuration/design capacity; and
  - Troubleshoot User issues and provide end User training documentation and/or walkthroughs.

- The Deliverables to be provided by Onspring as part of the Subscription Admin offering may include the following:
  - Custom configurations consisting of fields, references, formulas, messages, triggers and outcomes, and dashboards
  - High level proofs of concept
  - End User documentation

- Onspring will notify Customer if Customer has or may exceed the number of weekly hours purchased pursuant to the Sales Document. Customer may not "borrow" hours from week to week.

- Onspring will assign a lead resource, but at times, there will be a team approach (at the lead resource's direction) that includes additional consultants from Onspring to help expedite the implementation of certain configuration updates.

- Customer's designated stakeholders will reasonably participate in the various aspects of the development process, including requirements gathering and documentation, solution review and testing, facilitation of key meetings, training sessions and review of documentation and deliverables.

- Onspring resources will be available solely during Onspring's normal business hours, 8 a.m. – 5 p.m. Central Time, Monday through Friday, excluding U.S. recognized holidays.

- All work will be performed on a remote basis in the United States.

**Exhibit B**

**Quick ROI Implementation Services**

Year One of Onspring License

- Customers will receive assistance from an Onspring resource for each Product licensed by the Customer for up to a ten-week period of time, which weeks must be used consecutively. The start date shall be as mutually agreed upon by Onspring and Customer. If Customer has licensed multiple Onspring Products, the ten-week periods of time for the implementation of each Product may be provided consecutively or concurrently, at Onspring's discretion.

- The Quick ROI Implementation may include the following launch activities for the applications available in each Product purchased by Customer (listings of available applications for each Product are available in the Community section of the Onspring platform):

  o Use ready-made Products and the Starting Solution Diagram as starting points;

  o Make slight configurations to fit the Customer's processes, including:

    ▪ Configuring fields, layouts, calculations, messaging, reports and dashboards

    ▪ Configuring access roles and content level security;

  o Data Connector set-up and data import; and

  o Provide end user adoption advice.

- The Quick ROI Implementation may include the following maintenance activities:

  o Incorporation of new platform features; and

  o Adoption of best practices in updated Products.

- Onspring will provide weekly project status reports to all relevant stakeholders. This document will ensure all parties have a clear understanding of completed tasks, planned tasks, and any issues that may hinder project delivery or timelines.

- Onspring will provide ten (10) business days of on-demand support immediately following the ten-week period to fix errors in the configuration, development, and deployment of the Deliverables.

Second Year of License Term and Beyond

- Customer will have an additional eighty (80) hours per Product licensed in the second year and in each subsequent year to adjust configurations, enhance existing processes and solutions, or incorporate new platform features into Customer's Onspring implementation.

Terms Pertaining to API Integrations

- One custom-built API is included with each Quick ROI product license.
- Each custom API's requirements must be gathered and scoped by appropriate Onspring resources before they will be included as part of a Quick ROI Implementation.
- The system with which Onspring will integrate must allow Onspring to call its REST API.
- Onspring will not host Customer's API code. Customer must provide that hosting location.
- A platform-level integration (such as OneDrive, Google Drive, JIRA, Slack) or pre-built Data Connector (such as SecurityScorecard, Bitsight, Risk Recon, Rapid Ratings, Black Kite, Regology, UCF, or Ascent RegTech) may be set up as part of a Quick ROI product license; however, Customer may require a subscription to the content or technology in order for the integration to function.
- Onspring will not provide regular maintenance of the API code it develops, other than as part of the ongoing maintenance hours provided in the second year and subsequent years of Customer's Onspring license term with a Quick ROI product license or a separate contracted Professional Services engagement.
- The owner of the system with which Onspring will integrate must be available throughout the course of the engagement to assist Onspring's team with access needs and other support.
- Onspring API consultant resource availability may be different from that of other Quick ROI consultant resources.  Custom API development may require a longer timeline than the other elements of a Quick ROI engagement, in which case the Quick ROI work will conclude, and the custom API development work will continue to completion.

Miscellaneous

- The Deliverables to be provided by Onspring as part of the Quick ROI Implementation may include the following:
  - Proposed Solution process flow, architecture and requirements
  - Proposed User Permission configurations
  - Fully configured applications to capture critical process data elements.
  - Reports, dashboards, and email messages to support monitoring and communication of key solution components
  - Detailed responses/results for test scenarios
  - Configuration updates deemed necessary as a result of testing procedures
  - End User Guide

- Onspring will assign a lead resource, but at times, there will be a team approach (at the lead resource's direction) that includes additional consultants from Onspring to help expedite the implementation of certain configuration updates. The lead resource may not remain constant year over year of the Onspring license term.

- Customer's designated stakeholders will reasonably participate in the various aspects of the development process, including requirements gathering and documentation, solution review and testing, facilitation of key meetings, training sessions, and review of documentation and deliverables.

- Full-scale implementations of brand-new processes/solutions must be accompanied with sufficient requirements - provided by either Onspring and/or the Customer - deemed appropriate by Onspring prior to beginning the implementation. Additionally, the brand-new process/solution must reasonably align within the solution licensed. Otherwise, such implementations are subject to being separately scoped Professional Services engagements pursuant to one or more mutually agreed Statements of Work and for an additional fee.

- Onspring resources will be available solely during Onspring's normal business hours, 8 a.m. – 5 p.m. Central Time, Monday through Friday, excluding U.S. recognized holidays.

- All work will be performed on a remote basis in the United States.

- All data to be loaded into Onspring must be in an importable format using Excel/.csv

- No configuration changes can be made once Onspring has begun development of the end user guides.

## Exhibit C

### Onspring Platform Package Definitions and Terms

If ordered by Customer or referenced within a Sales Document, the following terms and definitions will apply:

**System Administrator Training**: Onspring Essentials class (15 instruction hours) plus Onspring Survey Bootcamp (6 instruction hours), focused on the structural building blocks and automation features of the Onspring platform. Participants receive a digital copy of Onspring Administrator Training materials.

**Onspring Annual User Conference**: A multi-day event during which Onspring customers explore new ways to apply Onspring within their businesses, learn how to apply new platform features and functionality to their processes and analytics, network with peers across industries, and receive advice from industry experts.  Customers who attend the Annual User Conference are responsible for expenses for their own lodging, travel, and food not provided as part of the event.

**Database Storage**:  Storage of information stored in content records and content record version histories within Onspring applications and surveys.

**Attachment Storage**: Storage of documents stored in attachment fields within application and survey records in Onspring. Documents stored fields that link to GoogleDrive or OneDrive do not count against storage limitations.  Also referred to as File Usage.

**API Calls**:  Requests to/from Onspring's Application Programming Interface (API) to collect information from another system and/or send data to another system from Onspring.

**SMS Messages**: Short Message Service (SMS) text that are triggered for delivery to active users' global phone numbers from Onspring when data conditions are met.  The limit stated is a monthly cap; unused SMS messages cannot be rolled over to subsequent months.

**Non-Production Environment**: A separate Onspring environment for the purpose of developing and testing configurations prior to moving data to a production instance.  A Non-Production Environment allows up to 5 Administrative Users and 10 Testing Users.

**Database Refresh**: A copy of one Onspring environment may be applied to one other Onspring environment. Customer must request the refresh at least seven (7) days in advance of the date on which it will be performed, logging the request as a support ticket.  Onspring will perform the refresh during standard Onspring hours, between 7 a.m. and 5 p.m. Central Standard Time, Monday – Friday (excluding U.S. recognized holidays).  Customer must make a trained Onspring Administrator available during the refresh to perform tasks such as temporarily disabling notifications or APIs and re-enabling such features after the refresh is completed.

**Custom Firewall Rule Changes**: License to alter default firewall rules to allow or disallow access to Onspring for specific nations or netblocks. Includes up to five web firewall configuration updates per year. This includes up to two unique rules, one to allow exceptions and one for explicit rejections.

## Exhibit D

## Onspring Service Level Agreement (SLA)

Onspring's policy is to respond to all Onspring service issues within 24 hours. Service issues are assigned a priority number as follows, based on the nature of the issue:

P1 – Critical

- A critical issue occurring on a production system, preventing business operations.  A large number of users are prevented from working with no procedural workaround.

- Initial contact:  < 1 hour

- Status update: < 1 hour

- Management Escalation: Immediate

P2 – Major

- The Onspring service can be accessed by the end-user; however, one or more significant features are unavailable, such as the ability to search or properly navigate through the system.  A large number of users are impacted by the issue, but they are still able to work in a limited capacity.

- Initial contact: < 2 hours

- Status update: < 4 hours

- Management Escalation: 12 hours

P-3 – Low

- An issue causing partial or non-critical loss of functionality on a production system.  A small number of users are affected or an acceptable workaround is available.

- Initial contact: < 4 hours

- Status update: < 8 hours

- Management Escalation: 24 hours

## Exhibit E

## Initial Term Sales Document

[See Attached Document]

# Quote

**Onspring**
→ PEOPLE-POWERED AUTOMATION™

Onspring Technologies, LLC
10801 Mastin Street, Suite 400
Overland Park, KS 66210
Phone: (913) 601-4900

**Created Date:** September 25, 2024
**Quote Expiration Date:** October 25, 2024
**Quote Number:** 5153
**License Term:** 3 years
**Payment Terms** Net 30 days
**Currency:** USD

**Prepared by:** Onspring Technologies, LLC
Alec Alvarez
913-337-4784
alec.alvarez@onspring.com

**Prepared for:** Virgin Islands Housing Finance Authority
Shakema Bastian
340-772-4432 ext:3251
sjacobs@vihfa.gov

| Item | Description | Qty | Unit Price | Total Price Per Year |
|---|---|---|---|---|
| Platform Package GOLD | **Subscription license** the Gold Onspring Platform Package. Includes all fees for hosting, storage, maintenance, support, training and additional support options. Full offering is outlined below. | 1 | $25,000 | $25,000 |
| User License(s) | **Subscription license** for Onspring users with full access to all products. Quantity reflects number of users. | 2 | $1,980 | $3,960 |
| Onspring Admin On-Demand Services | Engage the Onspring services team on an "as needed" basis to for up to 10 hours/month to provide assistance with your implementation. A maximum of 5 hours may be scheduled in a week. Quantity reflects the number of months. | 3 | $3,000 | $9,000 |
| **Year 1 of 3 Total (Includes 3 Months of Admin On-Demand Services)** | | | | $37,960 |
| **Year 2 of 3 Total (Gold Platform + 2 User Licenses)** | | | | $28,960 |
| **Year 3 of 3 Total (Gold Platform + 2 User Licenses)** | | | | $28,960 |

## Onspring Platform Package Descriptions

Onspring Platform Packages provide all the essential platform services, storage and support for your team.

| Core Platform | No Code Platform<br>Platform & System Upgrades<br>High Performance \| Fast Response Time<br>Onspring Web Training Access<br>Onspring Community Access<br>10x5 Admin Support (7AM-5PM CST) | | |
|---|---|---|---|
| **Package Level** | **Bronze** | **Silver** | **Gold** |
| System Administrator Training (Essentials & Survey Bootcamp) | 2 seats/year | 2 seats/year | 3 seats/year |
| Onspring Connect Annual User Conference | 2 seats/year | 2 seats/year | 3 seats/year |
| Support Response SLA (during standard hours) | 1 day | 1 day | 1 hour |
| Database Storage* | 5 GB | 10 GB | 20 GB |
| Attachment Storage* | 20 GB | 40 GB | 80 GB |
| API Calls | 10,000/day | 20,000/day | 30,000/day |
| SMS Messages (to any active recipient global phone number) | - | 1,000/month | 1,000/month |
| Non-Production Instances (Dev/Test/Train) | - | 1 | 2 |
| Non-Production Database Refreshes | - | - | 4/year |
| Custom Firewall Rule Changes | - | - | 5/year |
| **Annual Cost (Based on 3 Year Term Commitment)** | $ 8,750 | $ 15,750 | $ 25,000 |

*Additional 5GB of Database Storage may be added for $9,550/year; Additional 50GB of Attachment Storage may be added for $3,850/year.

## Professional Services

Here are additional options for Onspring's Administrator On-Demand

| Product | Description | Hours/Month | Term + Cost/Month |
|---|---|---|---|
| Admin On-Demand | Engage the Onspring services team on an "as needed" basis to provide assistance with your implementation. | 10 Hours / Month | 3 Months = $3,000/Month<br>6 Months = $2,850/Month<br>9+ Months = $2,700/Month |
| Admin On-Demand | Engage the Onspring services team on an "as needed" basis to provide assistance with your implementation. | 20 Hours / Month | 3 Months = $6,000/Month<br>6 Months = $5,700/Month<br>9+ Months = $5,400/Month |
| Admin On-Demand | Engage the Onspring services team on an "as needed" basis to provide assistance with your implementation. | 40 Hours / Month | 3 Months = $12,000/Month<br>6 Months = $11,400/Month<br>9+ Months = $10,800/Month |

*Note: These estimates do not include coding API integrations.

## Signatures

By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of the Master Agreement, as applicable, signed and dated on or around the signature date of this quote. The terms of the Master Agreement, as applicable, shall prevail over any inconsistent terms herein.

**Onspring Technologies**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

**Virgin Islands Housing Finance Authority**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Thank you for your business!