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		the user when a possible call date has been reached so that the user can either post the call/redemption or roll the investment to the next possible call date. To call the investment, the user runs the Investment Call wizard that shows all callable investments within a user selected time frame. The user then can click on the investments that have been called to process the call at the specified price. All journal entries and investment history needed are automatically generated when the call is processed.
<ul style="list-style-type: none"> • Maturities 	A	The system automatically matures the investments when the Maturity Date defined by the user becomes due.
<ul style="list-style-type: none"> • Investment Confirmations – Must produce a confirmation for each purchase or sale that lists the details of that transaction. Items to be included on the confirmation include: 	A	The Investment System includes a "letter" function that allows the user to create custom notifications using MS Word and to include data fields from the system in the word document that will automatically merge with the real data when the notifications are printed. The system includes confirmations for Purchases, Sales, Transfers, as well as a generic letter that can be used for any other purpose. The system also allows the user to define standard Wire Transmission Instruction for each broker and Trustee that can be included into the Word document.
<ol style="list-style-type: none"> 1. Transaction date 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> 2. Settlement date 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> 3. Description and type of investment 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> 4. Issuer 	B	This field can be added to the Data Dictionary used by the Investment Letters function before the "go live" date.
<ol style="list-style-type: none"> 5. Par value 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> 6. Coupon rate 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> 7. Purchase price and amount 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> 8. Identify bank or broker it was purchased from 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> 9. Fund for which purchase or sale was made 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> 10. CUSIP number 	A	This field is included in the Data Dictionary used by the Investment Letters function.
<ol style="list-style-type: none"> v. Interfaces – The system must provide for the following interfaces: 		
<ol style="list-style-type: none"> i. General Ledger (GENLED) <ul style="list-style-type: none"> ▪ Multifamily mortgage servicing – (Interest earned and payments received (MMS) etc.) 	B	Key integration will be defined during the requirements elicitation phase. Assuming that the data movement is from the General Ledger and that an export is required to push data out to other receiving systems, and that all nodes will receive all or a subset of the same data

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		(meaning not distinct interfaces), and that those interfaces are all read-only, then this will be complete by Go-Live.
▪ Family Self Sufficiency transactions (FAMSS)	A	FAMSS is within the Elite HCVP system which has a standard interface for all GL transactions. The user interfaces, reviews, approves, batches and posts.
▪ Multifamily Escrow Disbursements (ESCROW)	C	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
▪ REMODLR Loan program (REM)	C	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
▪ Property Improvement Program Loans (PIP)	C	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
▪ AP-General operating Checks (AP)	A	See answer "t ii" above
▪ HOME, CDBG, and ESG Draws (Agate Software Intelligrants)	C	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
▪ Single Family Loans (via printed reports from AOD/SF)	B	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
ii. ACCOUNTS PAYABLE		
▪ Community Development Grants Management System – Agate Software Intelligrants	C	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
▪ Single Family Down payment Assistance – AODLABL	B	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
▪ Home Ownership Counseling – MII	C	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
▪ Existing Housing Agents Payment – EHS	B	Will be added by the go live date.
▪ General Ledger – GENLED	A	See answer "t ii" above
▪ Property Improvement Program – PIP	C	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
▪ Any off the shelf program will need to interface with and be compatible as to account numbers and structure with the General Ledger.	C	Assuming the general export described in c and above in V.i works, then it will be ready by go live.
iii. INVESTMENTS		
▪ The ability to interface with and download transaction information from various banks and safekeeping agents	A	The Cash Management system allows the user to download the following activity from multiple trustees: transactions, coupon rate changes, market prices, cash balances, and statement information (cash and investment position).
▪ The ability to interface with and download market prices from a pricing system.	A	The Cash Management system downloads market prices for investments from the Trustee.
w. Reports - General Ledger (GENLED) – The system must provide the following reports:		
(Report format provided by finance staff, see attachments GL reports 1, 2, and 3)		See attached reports

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(All reports from system not exported and manipulated in MS Excel or Crystal reports)		
i. Monthly, quarterly and annual Financial Statements	A	See attached reports
ii. General Ledgers	A	See attached reports
iii. Chart of accounts (Only first 3 of 112 pages attached)	A	See attached reports
iv. Miscellaneous Reports – including but not limited to account queries – for account reconciliation and audit purposes – cash disbursements run	A	See attached reports
v. Report writer (ability to create ad hoc reports with access to multiple data fields but not an alternative to providing standard reports)	A	Emphasys Financial Explorer or utilizing Excel directly to the database are two tools that you can utilize to create your own custom reports.
vi. ACCOUNTS PAYABLE		
1. Ability to Interfaces with the General Ledger system to produce various cash disbursements reports (See attachment AP system interface)	A	Cash disbursements report is within the AP system. The interface provides the standard journal entry detailing the cash disbursements and the corresponding GL account and transactional detail. The journal entry posting report provides comparative information for cross referencing to AP disbursements report.
2. Ability to print W-2's for taxable travel expenses.	A	User defined setup.
vii. INVESTMENTS		
1. The ability to produce some standard reports and also the capability of producing customized reports as needed. Standard Reports needed monthly or as of a particular date are as follows.	A	The Investment System includes many standard reports that can be run with different criteria such as one or more investment types, as of date, range of maturity dates and funds. In addition, all investment data can be accessed by any ODBC compliant software such as Excel and Crystal Reports.
a. Investments by account number (fund)	A	This report is standard in the proposed system.
b. Investments by type	A	This report is standard in the proposed system.
c. Investments by issuer	A	This report is standard in the proposed system.
d. Investments at market value by fund	A	This report is standard in the proposed system.
e. Investment sales – gain/loss	A	This report is standard in the proposed system.
f. Investments by maturity	A	This report is standard in the proposed system.
g. The system should be able to produce these reports by fund or in total.	A	All the Portfolio Listings and most of the other reports in the system include a Recap section where the investment detail is summarized by Fund, then by Series, and Finally by Indenture.
2. Reports should be able to be constructed from a menu of available data elements including:	C	This function is not available at this time but we have these types of "selection criteria" in other modules and we can build one for the Investment System. The estimated number of hours is 250 and it can be completed before the "go live" date.

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a. Investment type	C	This field is already part of the system and it is entered by the user when the Investment is purchased. The new Selection Criteria report that will be built will include the ability to select this field to include in the report.
b. Purchase Date	C	This field is already part of the system and it is entered by the user when the Investment is purchased. The new Selection Criteria report that will be built will include the ability to select this field to include in the report.
c. Maturity Date	C	This field is already part of the system and it is entered by the user when the Investment is purchased. The new Selection Criteria report that will be built will include the ability to select this field to include in the report.
d. Coupon Rate	C	This field is already part of the system and it is entered by the user at time of purchased and updated through the Activity Posting process when the investment is variable. The new Selection Criteria report that will be built will include the ability to include this field in the report.
e. Description	C	The system does not currently have an Investment Description field. This modification will include adding this field to the Investment Table and making it available in the proposed Selection Criteria Report.
f. CUSIP Number	C	This field is already part of the system and it is entered by the user when the Investment is purchased. The new Selection Criteria report that will be built will include the ability to include this field in the report.
g. Purchase Price	C	This field is already part of the system and it is entered by the user when the Investment is purchased. The new Selection Criteria report that will be built will include the ability to select this field to include in the report.
h. Purchase Amount	C	This field is already part of the system and it is entered by the user when the Investment is purchased. The new Selection Criteria report that will be built will include the ability to select this field to include in the report.
i. Issuer	C	This field is already part of the system and it is entered by the user when the Investment is purchased. The new Selection Criteria report that will be built will include the ability to select this field to include in the report.
j. Book Value	C	This field is already part of the system and it is calculated by the system at time of purchase or anytime the Par, Premium, or Discount is changed in the investment. This field will be available in the proposed Selection Criteria Report.
k. Market Price	C	This field is already part of the system and it is either manually entered by the user or imported from the Cash Management system. This field will be available in the proposed Selection Criteria Report.
l. Market Value	C	This field is already part of the system and it is calculated by the system anytime a new Market Price

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		is posted. This field will be available in the proposed Selection Criteria Report.
m. Interest Accrual during month (period)	C	All fields needed to calculate Interest Accrual as of any date are already part of the system. The proposed Selection Criteria report will include the ability to select an "as of" date or period and the ability to include Interest Accrual, as of the date selected, in the report.
n. Interest Receivable	C	All fields needed to calculate Interest Receivable for a period are already part of the system. The proposed Selection Criteria report will include the ability to select a range of dates when the Interest Receivable field is selected in the report.
o. Amortization of Discount or Premium	C	This field is already part of the system and it is calculated at every month end or whenever a partial sale or transfer is posted to the system. This modification will include the ability to include this field in the report.
p. Gain or Loss on Sale.	C	This field is already part of the system and it is calculated when a Sale or Call is posted to the system. This modification will include the ability to include this field in the proposed Selection Criteria Report.
viii. FROM OTHER DIVISIONS		
1. Ability to print Bond Sale Report from Multi-Family Mortgage Servicing, as of a particular date, and sorted by Development type such as Unsubsidized, Section 236, and Section 8 (See attachment FIN Bond Sale)	C	This report can be created and generated from within the product's report generator. Additional fields will be added, by development, to track the Unsubsidized, Section 236, and Section 8 unit counts.
2. Ability to print Schedule D report which contains information mainly from Multi-Family Mortgage Servicing in the form of the Bond Sale Report, but also includes an additional field, and sort category. From Asset Management Occupancy rates need to be extracted (See attachment FIN-D)	C	This report can be created and generated from within the product's report generator. Integration with the Asset Management system will be provided to obtain the "Percent Occupied".
3. Ability to print Indenture report from Multi-Family Mortgage Servicing for various Bond Series. (See attachment FIN Indenture)	C	This report requires information from the Bond Debt Service Module proposed in the RFP as an optional product. We will be able to report this information only if this module is purchased.
64. a. MORTGAGE PAYMENTS:		
i. MSHDA collects monthly mortgage payments for approximately 1,000 developments. These monthly payments include principal, interest and escrows (taxes, insurance, replacement reserves or other special named escrows). The system must allow for the timely and accurate posting of the mortgage payments into the applicable bond series and the General Ledger system. This includes the appropriate allocation of the principal and interest (in accordance with the amortization schedule) for developments that are delinquent or prepaid.	A	<p>A daily activity entry process allows as many cash receipts, as well as, invoices, refunds, adjustments, payment reversals etc. that may be needed to be processed each day. The loans are amortized based on each loan's terms, including the amortization code selected, to determine the Principal, Interest and Escrow splits.</p> <p>Each loan is assigned to a Pool(Series). The processed activity for each loan is saved in a Monthly Pool Accumulation file. Each Pool may also be assigned to any GL Series. The current month's totals for all Pools assigned to a GL series may be retrieved</p>

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		at any time by GL as needed. The End of Month Process closes the GL period and saves the monthly totals in the GL interface file for the period being closed.
<p style="text-align: center;">ii. MSHDA provides monthly financial assistance to developments through various programs (Examples: MSHDA Subsidy and Small Size/Security Loans). The financial assistance from certain programs is offset against the monthly mortgage payment and the balance due is remitted by the development. The system must allow for:</p>	N/A	This is a comment
<ul style="list-style-type: none"> ▪ The monthly amount of MSHDA Subsidy approved by the Office of Asset Management (OAM) – Contract Administration Unit to flow into the MFMS system. 	C	A new field will be added to the Loan (Development) file. This field may be updated automatically from any interfaced location, manually, or with an imported file.
<ul style="list-style-type: none"> ▪ The proper recording and accounting of all MSHDA financial assistance. This includes compiling the approved MSHDA Subsidy amount for the Form 1099-MISC for each development. 	C	Any processes that update the Subsidy amount will also update a new Yearly Total Subsidy amount field.
<p style="text-align: center;">iii. The system must report the monthly outstanding mortgage (principal) balance, the escrow balance for each escrow account and the account history. The OAM along with other units or individuals must have the ability to read (view) the monthly activity and/or account history.</p>	A	<p>The “Escrow Activity Report” contains a history of all Escrow Activity for any requested date range.</p> <p>Many reports contain the Current (Outstanding) Principal Balance.</p>
<p style="text-align: center;">iv. The system must be able to:</p>		
<ul style="list-style-type: none"> ▪ Account for deferred interest. 	A	The system allows for many different amortization codes. Two of these codes are for “Deferred” and “Deferred interest Accreted”
<ul style="list-style-type: none"> ▪ Receive mortgage payments electronically and properly account for the payments. 	A	Lockbox and ACH processing is available for processing payments. If another type of electronic processing of Cash Receipts is needed we would need more information.
<ul style="list-style-type: none"> ▪ Mail and/or electronically send the monthly activity statements to the management agents, owners and etc. 	C	Clarification will be needed on the electronic file format and what type of monthly activity information needs to be included.
<p>b. HOUSING ASSISTANCE PAYMENTS (HAP):</p>		
<p style="text-align: center;">i. The monthly amount of Housing Assistance Payments (HAP) approved by OAM – Contract Administration Unit must flow into the MFMS system.</p>	B	HAP amount may be entered and edited for each development. The ability for the HAP amount in Contract Admin to flow into the MFMS system will be added.

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ii. Since MSHDA is the PHA and holds the mortgage on the developments, MFMS receives HAP funds from HUD that are applied against the mortgage payment for a development. This may result in a net amount due to the development. The system must allow for:	N/A	This is a comment
<ul style="list-style-type: none"> ▪ Receiving the monthly HAP funds electronically from HUD. 	C	A process will be added to read an electronic file from HUD and apply the funds.
<ul style="list-style-type: none"> ▪ The proper recording and accounting of the HAP amounts. 	C	A process will be added to track and report the history of HAP.
<ul style="list-style-type: none"> ▪ The disbursing of net HAP funds electronically to the development's operating account. 	C	A process will be added to disburse net HAP funds to the developments operating account.
iii. MFMS must report certain financial information to the Federal government (such as HUD and the IRS). This reporting is done at various times throughout the year. The system must account for the applicable financial information in a manner that will assist in the preparation of budgets, fiscal year-end settlements and calendar year-end reporting. This includes compiling the approved HAP for the Form 1099-MISC for each development.	C	The HAP amount is included in the "Notice of Payment Due" and on the "End of Year Multifamily Confirmation Statement". New fields will be added as needed to track approved HAP activity for the 1099-MISC.
c. INTEREST REDUCITON SUBSIDY PAYMENTS:		
i. MSHDA has a contract with HUD to subsidize the interest and/or principal on the mortgage note for insured and non-insured developments. The system must have the ability to:	N/A	This is a comment
<ul style="list-style-type: none"> ▪ To create a txt. file and electronically upload the file to HUD (e-LOCCS). 	C	A new process will be added to create an electronic file to upload to HUD (e-LOC CS). Clarification will be needed for the file specifications.
<ul style="list-style-type: none"> ▪ Electronically receive monthly funds from HUD. 	C	A new process will be added to read an Electronic file from HUD to receive monthly funds. Clarification will be needed for the file specifications.
<ul style="list-style-type: none"> ▪ Apply funds to the monthly payment due (Principal and Interest). 	C	Modifications will be made as needed to apply funds to the monthly payment due.
d. RECONCILIATIONS AND REPORTS: (Including mid-month, month-end and year-end)		
i. MFMS utilizes a variety of reports for reconciling financial activity (such as cash received and disbursed) and the reporting of financial results (such as delinquent loans and trial balance). These reports may be produce as part of the mid-month process, month-end process or year-end process. In the "Reports" section below, is a listing of commonly used and required reports. The system must be able:	N/A	This is a comment
<ul style="list-style-type: none"> ▪ To generate the reports listed below. 	A	Yes

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<ul style="list-style-type: none"> ▪ Allow the reports to be printed based upon a specific date (time period) range. 	C	Many reports currently provide date ranges. Any reports without date ranges will have them added.
<ul style="list-style-type: none"> ▪ To foot and/or cross-foot the financial information within the reports. This is imperative. 	A	Yes, sample reports may be viewed
<ul style="list-style-type: none"> ii. The system must allow the monthly activity to flow into the General Ledger system maintained by the Office of Finance's Accounting Unit. 	A	Yes the Monthly Pool Accumulation file passed information to the General Ledger system.
<ul style="list-style-type: none"> iii. The system must allow financial activity or reports to be sorted using various variables (such as bond series and management agents). 	C	Many reports are currently sorted by Pool (Series) or Loan number. Additional sorts such as by Management Agent may be added as needed.
<ul style="list-style-type: none"> iv. Once the financial activity for the month has been reconciled, the system must allow for a formal "closing" of the month to prevent the back-dating and entering of entries and amounts into the system. 	A	The End of Month Process closes the month to future activity.
e. REPORTING:		
<ul style="list-style-type: none"> i. Escrow analyses are provided to OAM for each development at budget time (July) and at year-end (December). The system must be capable of producing a separate analysis for the tax and insurance escrows. The tax analysis includes all of the taxes applicable to the particular development and the insurance analysis includes all of the different insurances applicable to the particular development. The analyses must use the most current amounts for taxes and insurance and allow for an inflation factor in calculating the new escrow payment and the surplus or shortage. The system must also have the ability to produce a single escrow analysis, or multiple escrow analyses at anytime throughout the year. 	C	<p>An escrow analysis for individual developments may be performed at any time. Currently an escrow analysis for all developments may be performed once a year.</p> <p>The following modifications will be made to handle additional reporting needs:</p> <ul style="list-style-type: none"> • Option added to update the existing escrow analysis file for all loans or create a new escrow analysis file for the next year. • Option added to select the type of escrows to be included in the Escrow Analysis, such as: Taxes, Insurance, etc. • Split the total escrow payment into sub types which are added together for total escrow due. • Add an option to apply an "Inflation factor" when calculating the new escrow payment and surplus/shortage.
<ul style="list-style-type: none"> ii. The system must be able to send electronically the tax and insurance amounts, calculated by the escrow analyses, to OAM for the budget process. 	C	An electronic file will be created to send to OAM.
<ul style="list-style-type: none"> iii. The system must be able to: 	N/A	This is a comment
<ul style="list-style-type: none"> ▪ Automatically transfer calendar year-end shortages and overages to the applicable escrow accounts or reserve account. 	C	<p>The end of year process resets each escrows yearly totals to track new activity for the upcoming year.</p> <p>There is also an Escrow Shortage report that may run at any time.</p> <p>Modifications will be needed for additional processing.</p>
<ul style="list-style-type: none"> ▪ Report financial information by bond series to the Office of Finance's Accounting Unit. 	C	Numerous reports exist by bond series for reporting financial information. Any additional unique reports that may be critical will be added.

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<ul style="list-style-type: none"> ▪ Sort, print and mail the escrow analysis. The sort function must be able to sort using multiple variables. The system must also be able to send the escrow analysis electronically to the applicable parties. 	C	<p>Each report has unique sort and selection criteria based on previous requests. Additional information is needed for specific reporting requirements. Modifications will be needed to handle electronic delivery options.</p>
<ul style="list-style-type: none"> ▪ Calculate the monthly interest earned on the escrows and reserves. The system must allow for more than one interest rate to be used during the year. The system must also allow for the accounting of the interest earned on the escrows and reserves to facilitate the preparation and distribution of the Form 1099-INT for each development (owner). Any negative interest accrued on the escrows is to be offset against any positive interest accrued, to the extent positive interest exists. Any remaining negative interest is not to be offset to the escrow balances. 	C	<p>The "Investment Interest Distribution" report will calculate the interest earned on each escrow. At this time the system tracks one interest rate per escrow, which is used during the escrow analysis process. The system also keeps track of the previous total escrow payment with any interest rate that may have been used at that time. Modifications will be needed for the 1099-INT.</p>
f. DISBURSEMENTS (Checks):		
<ul style="list-style-type: none"> i. From the applicable escrow account, MFMS pays the taxes (Summer, Winter and special assessments) and insurance premiums for MSHDA financed developments. The system must allow MFMS to initiate check requests for amounts to be disbursed from the escrow accounts and mark the transaction as paid. 	A	<p>The last payment date for each escrow is updated when a disbursement is processed.</p>
<ul style="list-style-type: none"> ii. On an ongoing basis throughout the month, MFMS also processes and disburses draw requests from various restricted accounts (such as Operating Reserve Cash, Replacement Reserve, Operating Assurance Escrow and Development Cost Escrow). OAM initiates these requests. The system must allow the OAM draw requests to flow into the MFMS check request system and provide an approval trail. This also includes a security hierarchy. 	A	<p>Checks may be issued from several sources, including those mentioned.</p> <p>Clarification is needed on the approval trail and security hierarchy.</p>
<ul style="list-style-type: none"> iii. The system must allow MFMS: 	N/A	<p>This is a comment</p>
<ul style="list-style-type: none"> g. To run checks independent of the Office of Finance's Accounts Payable function. 	A	<p>Loan Servicing has its own check printing process that may be run independently at anytime to anyone with access privileges to this feature.</p>
<ul style="list-style-type: none"> h. Process checks from different bank accounts at the same time. 	A	<p>There are no bank restrictions in the check printing process.</p>
<ul style="list-style-type: none"> i. The system must allow MFMS to disburse checks and draws electronically. 	A	<p>The Loan Servicing system has a full check printing and check reconciliation feature and can also generate wire reports to be sent to the trustee.</p>
<ul style="list-style-type: none"> j. To print a batch of at least 75 checks during a check run. 	A	<p>There are no restrictions on the number of checks that may be printed at one time.</p>
<ul style="list-style-type: none"> k. To void checks. 	A	<p>Voiding Checks is one of the many check</p>

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		processing/reconciliation options available.
iv. OAM along with other units, individuals or entities must have the ability to read (view) the monthly disbursement activity and/or account history.	A	Several reports are available related to the check process, including: checks schedule to be printed, checks that have printed, checks that have printed but have not been reconciled, Payee History, Voided checks, etc.
v. The system must have the ability to process tax bills by different variables such as parcel number, due date and taxing authority.	A	The Loan Servicing system currently contains various ways to process tax bills; 1) enter each tax bill, by development, as an invoice to be later processed in the check printing process. 2) process a tax service file from: FNTS, TRETs, FARETS or LARETA. This process will automatically create the invoices, by development, and for specified requested posting date.
vi. The system must have the ability to process insurance bills by different variables such as policy number, due date and insurance company.	A	The Loan Servicing system allows for insurance bills to be entered as invoices, by development, to be later processed in the check printing process
g. WORKOUTS:		
i. The system must have the ability to:	N/A	This is a comment
<ul style="list-style-type: none"> ▪ Handle changes in existing mortgage terms (such as interest rate, term and/or deferring principal) for a specified period of time (generally 5 years). 	A	Many types of amortization codes are currently available to handle unique loan terms, such as deferred payments or step-rate loans that may change interest rates many times during the life of a loan.
<ul style="list-style-type: none"> ▪ Handle workout changes in mortgage terms (principal and interest) retroactively. 	A	Payments may be reversed to undo applied splits. After the terms have been adjusted the reversed payments may be reapplied with new splits. Principal Adjustments may also be entered to change the principal balance at anytime and automatically recalculate all P&I splits from that date forward.
<ul style="list-style-type: none"> ▪ Provide a history of changes for each loan. 	A	An audit trail is maintained for manual changes to the loan file.
<ul style="list-style-type: none"> ▪ Handle "what if" situations for a proposed mortgage modification or workout. 	A	An amortization schedule may be generated at anytime, altering the terms as desired for "What if" situations, including curtailments.
h. INSURANCE AND TAX MONITORING SYSTEM:		
i. The insurance system must have the ability to:	N/A	This is a comment
<ul style="list-style-type: none"> ▪ Compare the types of insurance coverage and amounts reported on the insurance declarations/policies to the insurance coverage and amounts prescribed by MSHDA guidelines and provide a report disclosing exceptions. 	C	The loan servicing system will be modified to collect the coverage percentages and amounts from MSHDA's guidelines and that of the reported by the insurer in their policy. A report will then be created to report any discrepancies.
<ul style="list-style-type: none"> ▪ Provide a report, by development name and loan number, of insurance coverage that will be expiring within a prescribed time period. 	C	Several Escrow reports are available including the "Payments Due report". This report is run by due date and can be run for all escrows or for a specific escrow (such as County Taxes). The report is sorted by loan number and includes the development name. If needed a new report may created by Expiration

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		Date, with a date range sorted by Development Name or Loan Number
<ul style="list-style-type: none"> ▪ Provide notification and a report, by development name and loan number, of insurance policies/declarations that have not been received by the expiration date. 	C	A new report will be added to the Loan Servicing system listing developments which have not received insurance policies/declaration by the expiration dates. This will also entail the addition of a set of a date field to track the received date.
<ul style="list-style-type: none"> ▪ Provide notification and a report, by development name and loan number, of insurance premiums that have not been paid by the required date. 	A	Clarification is needed for the type of Notification that is desired. The system currently tracks when an invoice was processed. If the invoice was processed but the check has not been printed yet, a report may be printed that includes all unprinted checks. Once the invoice has been processed the loans last payment date is updated and the "Payments Due Report" may be run to pick up loans that have not been paid by the required date.
<ul style="list-style-type: none"> ii. The tax system must have the ability to: 	N/A	
<ul style="list-style-type: none"> ▪ Provide a report, by development name and loan number, of the taxes that are coming due within a prescribed time period. 	C	Taxes are handled in the same manner as insurance above.
<ul style="list-style-type: none"> ▪ Provide notification and a report, by development name and loan number, of taxes that have not been paid by the required date. 	A	Taxes are handled in the same manner as insurance above.
<ul style="list-style-type: none"> iii. For each development, the system must have the ability to track the premium management fee criteria that are applicable to MFMS. 	C	Modifications will be needed to track a premium management fee on tax escrows.
<ul style="list-style-type: none"> i. MISC.: 		
<ul style="list-style-type: none"> i. The system must have the ability to: 	N/A	This is a comment
<ul style="list-style-type: none"> ▪ Search for loans by address, loan amount, management agent or development name. 	A	The current Search Utility provides Searches by: Loan Number, Development Name, TIN, and Property Address.
<ul style="list-style-type: none"> ▪ To download data into a WORD document or Excel spreadsheet. 	A	Reports may be printed to a file which may be then imported into a Word document of Excel Spreadsheet and edited as needed.
<ul style="list-style-type: none"> ▪ Provide a report that shows the approved escrow amounts from OAM's budget process and place the approved escrow amounts into the standard mortgage payment letter. 	C	The Loan Servicing system will be modified to create a report showing the approved Escrow Amounts and these amounts will be available for inclusion in the standard mortgage payment letter.
<ul style="list-style-type: none"> ii. OAM is responsible for maintaining development addresses in the system. MFMS must have access to the OAM address system. 	C	Integration and/or an interface will be created between Loan Servicing and the OAM address system.
<ul style="list-style-type: none"> iii. The vendor must: 	N/A	This is a comment
<ul style="list-style-type: none"> ▪ Provide a user/training manual. 	A	Detailed On-line help is included in SV to keep up with the constantly changing enhancements to the system,

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		individual pages may be printed as needed. A basic User Guide is in the process of being created.
<ul style="list-style-type: none"> ▪ Determine why their program is not functioning properly. 	A	Our help desk is available to answer any questions that could not be answered with the online help.
<ul style="list-style-type: none"> ▪ Notify MFMS by e-mail when program changes have been made and completed. 	A	Release notifications are sent via email whenever a new install shield release is placed on our website. The corresponding release notes are also placed on the web site at that time.
j. Interfaces		
i. General Ledger - Vouchers	C	The Loan Servicing System maintains a snap shot of general ledger related entries on a month-by-month basis. An interface will be created to forward this information to General Ledger.
ii. Housing Assistance Payment System	C	
iii. OAM's – Directory of management agents for each	C	
iv. development.	C	
v. OAM's – Budget process system	C	
vi. Tax and insurance monitoring and tracking system	C	
vii. OAM History and activity	C	
viii. OAM's – MSHDA Tenant Subsidy Program	C	
ix. OAM's – Section 8 Tracs Program	C	
x. OAM's – Address system	C	
xi. OAM's – Managed Escrow Approval System	C	
xii. MF – Commitment Reports	C	
k. Reports – See attached examples identified by MFMS #		MFMS reports were not available for review. Similar sample SV reports will be provided as requested to confirm required information is included.
1 i. Activity Statements – MFMS	A	Activity Statements are included in the SV module.
ii. Escrow Analysis (Budget and Year-end) – MFMS 2A & B	A	Escrow Analysis Statements are included in the SV module.
iii. Trial Balance - MFMS 3	A	Trial Balances are included in the SV module.
MFMS 4 iv. Delinquency Reports -	A	Many Delinquency reports are included in the SV module.
5 v. Delinquency Letter – MFMS	A	Delinquency Letters are included in the SV module.
vi. Year-to-Dates - MFMS 6	A	Many Year to Date reports are included in the SV module.
vii. HAP Reports (Monthly and Yearly) – MFMS 7A & B	C	
– MFMS 8 viii. Interest Earned on Escrows	A	An Investment Interest Distribution process is included in the SV module.
– MFMS 9 ix. Cash Disbursements Report	A	Daily Activity Transaction reports are included in the SV module.
x. Payments Received Report –	A	Daily Activity Transaction reports are included in the

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Functional Requirement	A,B,C, or D	Comments
MFMS 10		SV module.
xi. Adjustments (Single) Report – MFMS 11	C	
xii. Subsidy Interest & MIP Report – MFMS 12	A	MIP reports are included in the SV module.
xiii. Late Charge Assessed – MFMS 13	A	Daily Activity Transaction reports are included in the SV module.
xiv. Late Charge Payments Report – MFMS 14	C	
xv. Late Charge Adjustments Report – MFMS 15	C	
xvi. Development Name Report – MFMS 16A & B	A	Development listings are included in the SV module.
xvii. Tax Report – MFMS 17	C	
xviii. Amortization Schedule – MFMS 18	A	Amortization schedule is included in the SV module.
xix. Standard Payment Letters – MFMS 19	A	Payment Letters are included in the SV module.
xx. Small Size and Security Loan Detail – MFMS 20	C	
xxi. Journal Vouchers – MFMS 21	C	
xxii. Final Escrow Check Register – MFMS 22	C	
xxiii. Form 1099 (Interest Earned on Escrows and subsidy payments) – MFMS 23	C	
xxiv. Escrow Check Processing Report – MFMS 24	A	Check processing reports are included in the SV module.
xxv. Bond Indenture Report – (Office of Finance's Accounting Unit) FIN Indenture	C	This report requires information from the Bond Debt Service Module proposed in the RFP as an optional product. We will be able to report this information only if this module is purchased.
xxvi. Bond Sale Report – (Office of Finance's Accounting Unit) – FIN Bond Sale	C	This report can be created and generated from within the product's report generator. Additional fields will be added, by development, to track the Unsubsidized, Section 236, and Section 8 unit counts.
xxvii. Schedule D – (Office of Finance's Accounting Unit) – FIN - D	C	This report can be created and generated from within the product's report generator. Integration with the Asset Management system will be provided to obtain the "Percent Occupied".
Multifamily		
65. a. (M) Functionality		
i. <u>The system must allow sponsors and other "remote[1]" users to enter data.</u>	A	The Developer Portal currently supports remote users. They can log in and enter data that moves directly into IM&C.
ii. The system must allow sponsors to enter the MSHDA Combined Application from a remote location.	A	Users can enter the application from within the Funding App or IM&C. If they choose the Funding App, they can import the file into IM&C.

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iii. The system must capture historical detail for dollar and unit data.	B	Our project plan puts "go-live" for IM&C as the last phase. By that time, the system will store historical detail for unit data and allocation dollars.
iv. The system must have spell check on text fields.	B	Our project plan puts "go-live" for IM&C as the last phase. By that time, the system will support spell check in all its text controls.
v. The spell check dictionary must be updateable by MSHDA.	C	Our project plan puts "go-live" for IM&C as the last phase. By that time, the system will not only support spell check in all its text controls, but allow for a custom dictionary, where acronyms and common terms not found natively in the control can be added.
vi. The system must allow for copying and pasting information into input fields from outside applications.	A	IM&C currently supports copy and paste in every control it has that is open to typing with the keyboard.
vii. The system must be able to export data to MS Applications (e.g. Word, Excel etc.).	A	IM&C already exports every data grid to Excel. Reports can be exported to Excel and PDFs.
b. Pro Forma:		
i. (M) The system must be able to calculate the Tax Exempt or Taxable mortgage required for a development from data entered from the Combined Application.	A	All calculations are already capable from within the Funding App and then transferred into IM&C via application import.
ii. (M) The system must be able to calculate the Construction Loan mortgage required for a development from data entered from the Combined Application.	A	All calculations are already capable from within the Funding App and then transferred into IM&C via application import.
iii. (M) The system must be able to calculate the PILOT required for a development from data entered from the Combined Application.[2]	A	All calculations are already capable from within the Funding App and then transferred into IM&C via application import.
iv. (M) There must be at least four different pro formas, based on lending program (Taxable Bond, Preservation Section 8, Preservation Other, etc.)	B	Currently we support one pro forma. Our project plan puts "go-live" for IM&C as the last phase. By that time, the system will support all four.
v. (M) The system must have the ability to perform "what-if" analysis for both the applicant AND for MSHDA personnel.	B	Our project plan puts "go-live" for IM&C as the last phase. By that time, the system will be able to do what-if analysis based on vacancy, expenses, rental income, replacement reserves, etc. A discreet set of controls will allow manipulation – both with new values or by changing values by a percentage. This will drive changes to the resulting pro forma.
vi. (D) What-if Analysis results should be displayed on screen.	B	The changes described above will be presented on the screen by go-live of IM&C.
vii. (D) What-if analysis results should be printable, in the format of the MSHDA Multifamily Pro Forma (program specific)	B	While we have yet to see the program specific format, we don't doubt that the pro forma should be available by the time IM&C is prepared for go-live.

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viii. (D) The system should highlight (on screen and in print) any inputs that fall outside of the program parameters as specified in our Program Statements.	C	This will require that the particular parameters are captured in the database (not just in program statements). This will mean that each program has an area in the system where these defaults can be captured and then compared against. It should be ready by the time IM&C is prepared to go-live.
ix. (D) The system should highlight (on screen and in print) any calculations that fall outside of the program parameters as specified in our Program Statements.	C	Same as viii above.
x. (D) An applicant should have the option of pulling rent restrictions from the system based on the combination of inputs from the Combined Application and HUD tables, or inputting them manually.	A	IM&C supports all data coming in from Applications (filled out in the Funding App), or manual entry.
xi. (D) An applicant should have the option of pulling income limits from the system based on the combination of inputs from the Combined Application, or inputting them manually.	A	IM&C supports all data coming in from Applications (filled out in the Funding App), or manual entry.
xii. (M) While income limits and rent restrictions may be calculated by the system, the system must allow Total Housing Expense to be less than Rent to Potential.	A	IM&C supports calculated fields via the Funding App and allows users to edit the data from within IM&C.
xiii. (M) The system must be able to Calculate the HOME loan amortization (using correct interest rate and term) if the HOME loan is not deferred	B	Our project plan puts "go-live" for IM&C as the last phase. By that time, the system will be able to calculate values within the system for HOME loan amortization. It will require that the lookup table, with key values for interest rates and terms, be populated by the agency. From there, we will calculate the rest.
xiv. (M) The system must be able to search on mixed case input fields and descriptions.	A	IM&C provides search functionality across its fields.
xv. (M) The system needs to allow for multiple funding sources for a project.	A	IM&C allows for multiple funding sources per program and per project.
xvi. (M) The system must allow edits without the need to re-enter the entire Combined Application or pro forma, and without causing errors in downstream calculations. In ability to do so is another deal breaker.	A	IM&C currently allows users to edit the application data.
xvii. (D) Tax Credit Equity calculated on the pro forma should match what is submitted on the Combined Application, and be editable in order to accommodate the difference between what is submitted, and what the Equity Provider calculates.	B	Calculations based on data from the Funding App are already editable. Our project plan puts "go-live" for IM&C as the last phase. By that time, the system will be able correlate the data from calculations within the system and data from the Equity Provider.
xviii. (M) Users must have drill down capabilities for comparative financial, unit and vacancy data (operating financials).	C	This feature is actually three features in one – multiple versions of operating financials, being able to drill down into any of them, and the ability to compare them

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		at any level. Because of its complexity and our need to define it well, we expect to collaborate together for the first 6 months after go live.
xix. (D) When selecting location data, the system should provide higher level location data based on lower level location data (i.e. if city or zip code is input, the system should know what county, region and state in which the item is located).	B	IM&C does much of this already, but the final steps of validation, to make sure that every part of the hierarchy of data is consistent will be in the system by the time you go live with IM&C.
xx. (M) MSHDA employees must have the ability to edit operating financials for a potential development.	A	IM&C currently supports editing all data (not just operating financials) for a development.
xxi. (M) The system must allow operating financials (edited or otherwise) to be printed and/or saved to a file in order to email them.	A	IM&C supports printing and file export into Excel (and sometimes PDF).
xxii.(M) The system must keep Commitment, Initial Close and Final Close pro forma as discrete pro formas for a proposed development.	B	By IM&C go-live, discrete pro formas will be supported.
xxiii. (D) The pro forma for a proposed development should be finalized (locked) at the end of the commitment stage of the development cycle.	C	While locking exists within the Funding App, IM&C currently doesn't support it. It should be ready by the time you go live.
xxiv. (M) The system must allow for a mortgage modification to a pro forma, finalized or otherwise.	B	This feature will be available in the first release after go-live. Other dependencies require it to be scheduled after earlier modifications.
xxv. (D) Unlocking a finalized pro forma should require a "manager key".	C	Once the other locking feature is created (xxiii), this feature will be available. It should be ready by go live.
c. Construction Draws:		
i. (M) The system must be able to process construction draws electronically, from request to disbursement.	A	Requests can already be handled in the Developer Portal.
ii. (M) The construction draw piece must allow draw requests to be edited by MSHDA Construction Specialists, finance, and the Construction & Disbursements Mgr.	A	Draw requests can be managed and edited by a variety of staff with access to the internet.
iii. (M) The construction draw piece must allow a draw to be accepted or rejected at each step of the approval process.	A	All requests can be accepted and/or rejected within both IM&C and the Developer Portal.
iv. (M) The construction draw piece should allow for notes to be attached to the draw requests (e.g. not approved yet because... modified because... etc.)	A	Comments are collected from both requestors and approvers/rejecters during the review and transaction.
v. (M) The construction draw piece must validate that a contractor entering a request is entering it against a project to which he/she is assigned.	A	Currently, the only requests allowed are for projects that are connected to the logged in user.

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Functional Requirement	A,B,C, or D	Comments
vi. (M) Mortgage loan balances from Finance must be visible to the construction draw piece and up to date.	B	This feature will be available by the time IM&C goes live. It will require manual entry of loan balances – direct integration with a finance system will not be there at go-live.
vii. (M) The system must supply finance with committed pro forma numbers (this is particularly important to the construction draw piece).	B	Currently, IM&C supports exports of various data to PDF and Excel which can be printed, mailed, or delivered electronically. While a consolidated committed pro forma isn't there today in a format for export, it will be there by go live.
viii. (D) The system should compare the construction draw request form to the cost section of the pro forma and highlight any discrepancies.	C	This will require that each draw request captures further meta-data that isn't there currently. This meta-data will allow it to be compared against the cost section of the pro-forma. From that point, we can compare it (also) to any previous requests and total the amount and compare it against the projected cost. This will highlight the discrepancies. While it won't be ready by go live, it will be ready within 3 months following go live.
d. (M) EEO:		
i. The system must track compliance with EEO laws.	C	The entire list below that are all marked C can be included in this one customization. It will support the entire set of requirements within a reasonable amount of effort. The entire solution will be rolled out in phases starting before go live and completing after go live. We'll work with MSHDA to prioritize which parts get rolled out first, in order to minimize any issues because today's solution doesn't support this request 100%.
ii. At the very least, the system must explicitly track: Contractor Name, Contractor Race (or owner race, if contractor is a company), Contractor Address, Contractor Tax ID and Contractor Type (general or sub).	A	IM&C already captures this information.
iii. The system must track contractor type (general or sub) by development (i.e. a contractor may be a general contractor for one development, and a sub-contractor for another)	A	IM&C has places for all this information already.
iv. The system must track sub-contractors as related to a general contractor by development (i.e. a general contractor may hire one sub for a development, and a different sub for the same task on another development).	A	IM&C has places for all this information already.
v. The system must be able to handle tracking sub-contractors of sub-contractors.	A	IM&C has places for all this information already.
vi. The system must track contract dollars for each contractor by development by race AND gender	C	Included above. (i)

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Functional Requirement	A,B,C, or D	Comments
vii. The system must track actual dollars for each contractor by development by race AND gender	C	Included above. (i)
viii. The system must track planned dollars for each contractor by development by race AND gender	C	Included above. (i)
ix. The system must track planned <i>percent</i> of hours worked for each contractor by development by race AND gender	C	Included above. (i)
x. The system must calculate planned hours worked for each contractor based on the input percent by development by race AND gender.	C	Included above. (i)
xi. The system must track actual hours worked for each contractor by development by race AND gender.	C	Included above. (i)
xii. The system must calculate actual <i>percent</i> hours worked for each contractor from input actual hours by development by race AND gender.	C	Included above. (i)
xiii. The system must calculate the difference between planned hours worked and actual hours worked for each contractor by development by race AND gender.	C	Included above. (i)
xiv. The system must calculate the difference between planned percent of hours worked and actual percent of hours worked for each contractor by development by race AND gender.	C	Included above. (i)
xv. The system must calculate the difference between contracted dollars and actual dollars spent for each contractor by development by race AND gender.	C	Included above. (i)
xvi. All percent, hour and dollar variance analysis must be displayed on screen as well as printable.	C	Included above. (i)
xvii. The system must be able to calculate percent contract complete based on dollars for each contractor by development	C	Included above. (i)
xviii. The system must be able to flag (highlight?) contractors for which no contract has been entered.	C	Included above. (i)
e. Interfaces		
i. (M) The system must provide an interface for remote[3] users to enter data.	A	IM&C and Funding App both provide this feature already.
ii. (M) Any interface for remote entry must be secure	A	All access requires login and password.

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Functional Requirement	A,B,C, or D	Comments
iii. (D) The system input screens should be intuitive (e.g. follow MS Windows navigation conventions) in order to reduce training costs.	A	All screens in each module, and many across modules use the same interaction model, making it easy to learn and use.
iv. (D) The system output screens (analysis and reporting) should be intuitive (e.g. follow MS Windows navigation conventions) in order to reduce training cost.	A	Our reporting outputs are easy to navigate and intuitive when it comes to printing or exporting.
f. Pro Forma:		
i. (D) Input screens should not force entry into a specific process flow, rather they should allow, toggling back and forth for data entry (e.g. tabbed screens).	A	All inputs screens in IM&C or Funding App allow movement through the system, not just in one direction.
ii. (D) Comparative financial, unit and vacancy data from Office of Asset Management's MIE database should be available for display AND print in a side-by-side format with comparative financial, unit and vacancy data from the development application (e.g. a column for each development).	C	This will require system integration and the ability to compare operational data. This will not be available at Go Live but we will work with MSHDA collaboratively in defining how to integrate with MIE database. We would expect it to be complete within 6 months of go live.
iii. (M) Users must be able to control how many developments are included in comparative data displays (i.e. how many developments/columns on screen or print).	C	This should be available in the same time as ii.
iv. (D) Comparative information for operating financials should include revenues on the same screen as expenses.	C	This should be available in the same time as ii.
g. Construction Draw:		
i. (M) The construction draw piece must allow remote[4] users (contractors, etc.) to enter draw requests electronically.	A	Developer Portal supports this today.
ii. (M) The construction draw interface must allow for a user to save work in progress and edit at a later time before submission.	A	Developer Portal supports this today.
iii. (M) The construction draw interface must allow for a printout of the draw request before and after submission.	A	Developer Portal supports printing the list of requests, approvals, etc.
iv. (D) The online construction draw form should show trade payment breakdown information in the MSHDA format (see report example Application for Disbursement.pdf)	C	Our project plan puts "go-live" for IM&C as the last phase. By that time, the system will be able to provide this breakdown.
h. EEO:		
i. (D) The system should have an interface by which contractors can submit data from a remote location for their 50% and 100% contract complete reporting.	A	Developer Portal provides this feature already.
ii. (M) Any interface for remote entry must have the ability to save work and come back to it later before submission to the system.	A	IM&C, Funding App, and Developer Portal all allow this feature today.

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iii. (M) Any interface for remote entry must have the ability to see a completed version of the input form on screen, as well as the ability to print a copy of the completed form before submission to the system.	A	IM&C, Funding App, and Developer Portal all allow this feature today.
iv. (M) Any interface for remote entry must give the person entering data the ability to choose a subcontractor from a pre-defined list by tax ID	B	Drop downs within the system provide many look-up lists. Today the subcontractor isn't everyone for data entry, but it will be by the time IM&C goes live.
i. Reports		
i. (D) The system should provide a link to Crystal Reports[5]	C	For Crystal integration, there is additional cost. Another option is to use our custom ad hoc reporting.
ii. (D) The system should have Print Preview for all printed reports	B	This is often more a function of print engines, etc. Many of our systems have this already. A few allow the user to choose – on screen or printed reports – in which case, it will take us longer to support the interaction as one that requires dependency (preview before print).
iii. (M) Reports must be printable	A	Our products already support this feature.
iv. Reports should be viewable on screen as well as printable	A	Our products already support this feature.
v. (M) The system must be able to produce reports based on Application Received Date	B	These reports are close to ready yet not deployed right now. They will be by go live of IM&C.
vi. (M) The system must be able to produce reports based on Initial Determination Acceptance date.	B	These reports are close to ready yet not deployed right now. They will be by go live of IM&C.
vii. (M) The system must be able to produce reports based on the Commitment date	B	These reports are close to ready yet not deployed right now. They will be by go live of IM&C.
viii. (M) The system must be able to produce reports based on the Initial Disbursement date.	B	These reports are close to ready yet not deployed right now. They will be by go live of IM&C.
ix. (M) The system must be able to produce reports based on the Final Close date.	B	These reports haven't been defined yet, but will be before go live.
x. (M) The system must be able to produce reports based on the Cutoff date.	B	These reports haven't been defined yet, but will be before go live.
xi. (M) The system must be able to produce reports based on the Initial Occupancy date.	B	These reports haven't been defined yet, but will be before go live.
xii. The system should be able to produce reports based on the Initial Close date.	B	These reports haven't been defined yet, but will be before go live.
xiii. (M) The system must be able to produce reports with variable fonts	B	Currently we don't support font changes within reports but will look into it. This may not appear in a release until after go live. Probably within 3 months.

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xiv. (M) For published reports, the system must have the ability to put the MSHDA logo in the header	B	While not there today, this will not be an issue and it will be there upon IM&C go live.
xv. (D) For non-published reports, it would be nice to be able to put the MSHDA logo in the header	C	This customization will cover all reports. As reports are built, we'll put the logo in the header. It will appear 3 months after go-live.
xvi. (M) The system must be able to report, on screen and printed, detail line items for MIE data (e.g. individual components that make up "Other Revenue" instead of summary data – see Asset Management requirements).	C	This will require potential integration with Asset Management and /or other MIE systems. It will appear within 3 months of go live.
xvii. (M) At the very least the system must produce the following reports as "canned" reports:	C	These forms will need to be reviewed. If they are custom reports, each will cost \$2000. For complex reports (custom layouts), the cost will be higher. Some may be complete by Go Live, others may not. We'll work with MSHDA to define a roll out and priority plan. Our assumption is that we can roll out one a month after go-live.
o Intake (see SCHEDULE 7-6.xls)	C	See xvii.
o Construction Status (see Construction Status.pdf)	C	See xvii.
o CAPERS (see CAPERS Feb 03 report.xls)	C	See xvii.
o Pro Forma (see park place proforma 5-1-06.xls)	C	See xvii.
o Loan Closings (see Loan Closing – FY 2006.xls and Loan Closing – Calendar 06.xls)	C	See xvii.
o TEFRA reports (see Loan to Value- Calendar 05.xls, Treasury Exhibit A –2005.xls, multifamily tefra possibilities April 05.xls, Bond Cap 1.06.xls, Bond issue info Mar 20 03.xls and 03 Mar 26 Bond cap projections.xls)	C	See xvii.
o HOME Log (see John's HOME Log.xls and 2006 Home Requests.xls)	C	See xvii.
xviii. (D) The system should produce the underwriting Staff Reports (see Feas-Comm Rpt.doc)	C	See xvii.
xix. (D) Data for the underwriting Staff Reports should be linked to the pro forma data.	C	See xvii. Drill down features may follow after the reports are final. Drill down capability is dependent on the report itself and the data needed in order to provide drill down features.
xx. (M) We must have the ability to do ad hoc reporting from the system	A	MF Compliance has a report generator that will allow the agency staff to create these reports.
xxi. (M) Ad hoc reports must be able to be subtotaled by fiscal OR calendar	A	MF Compliance handles these items.

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year.		
xxii.(M) Unit data for ad hoc reporting must include:	A	MF Compliance handles these items.
o Unit totals by type (apartment, townhouse etc.)	A	MF Compliance handles these items.
o Unit totals by tenant type (elderly, family, supportive, or combinations thereof etc.)	A	MF Compliance handles these items.
o Unit totals by configuration (# bedrooms, # bathrooms)	A	MF Compliance handles these items.
o Any combination thereof	A	MF Compliance handles these items.
xxiii. (D) Unit data for ad hoc reporting should include:	A	MF Compliance has a report generator that will allow the agency staff to create these reports.
o Unit totals by detail tenant type (elderly congregate, elderly supportive, supportive accessible etc.)	A	MF Compliance handles these items.
o Any combination thereof	A	MF Compliance handles these items.
xxiv. (M) Ad hoc reporting must include:	B	IM&C will have ad hoc capabilities upon go live that will support these features.
o Operating cost summary and detail	B	IM&C will have ad hoc capabilities upon go live that will support these features.
o Development cost summary and detail	B	IM&C will have ad hoc capabilities upon go live that will support these features.
o Development funding summary and detail	B	IM&C will have ad hoc capabilities upon go live that will support these features.
xxv. (M) Unit and dollar totals must be able to be summarized and/or cross-tabbed by any combination of:	C	MF Compliance will use custom pools to make this work.
o Program	C	MF Compliance will use custom pools to make this work.
o Geographic location (county, city/township etc.)	C	MF Compliance will use custom pools to make this work.
o Any combination thereof	C	MF Compliance will use custom pools to make this work.
xxvi. (D) Unit and dollar totals should be able to be summarized and/or cross-tabbed by any combination of political boundary (house district, senate district, eligible distressed area etc.)	C	MF Compliance will use custom pools to make this work.
j. (M) Pro Forma:		

APPENDIX F
FUNCTIONAL REQUIREMENTS

Functional Requirement	A,B,C, or D	Comments
i. The system must be able to produce the MF Development Pro Forma from entered data, including variable font formatting.	C	More detail is needed to understand font formatting requirements. If it's simply font sizing, it will be Free.
ii. The system must be able to produce variable font formatted ad hoc reports from entered, calculated and time stamped data.	C	More detail is needed to understand font formatting requirements. If it's simply font sizing, it will be Free.
iii. The pro forma report must be a "canned" report, created from within the system or an integrated report writer.	B	This will be there after we agree on your definition of pro forma. It will be ready for IM&C go live.
iv. Printed (and print preview) pro forma must follow the format of MSHDA's current pro forma spreadsheet	C	MF Compliance will use custom pools to make this work.
v. The system must be able to produce on screen and printed reports of comparative operating financials.	C	This was requested above and answered.
vi. Historical data for comparative financial reports must be able to be selected by Program (multiple), history for a particular time period (year-year), size (number of units, within a range), type (family, elderly, supportive, mixed etc.), management company and location (county, city, region).	C	Depending on how complex and what kinds of drill downs are available, this most likely will not be ready by IM&C go live, but should be done after that.
vii. Pro formas must be clearly segregated by development stage in order facilitate proper reporting (e.g. How many units/\$\$ did we commit in year XX verses how may units/\$\$ did we final close in year XX).	C	Requested and answered above.
viii. The system must produce a side-by-side comparison of pro formas as part of the mortgage modification process, on screen and printable (see report example 3047 Modified Proforma 10-10-06 jh.xls, Costs tab).	C	Requested and answered above.
k. (D) Construction Draw:		
i. The construction draw piece should produce mortgage balance reports as canned reports (see report examples 1096_int.xls and 1096 Delhi Stratford.xls).	C	This is a custom report and could have cost associated it, depending on how complex it is, with relation to the data being captured by the system.
I. (M) EEO:		
i. The system must be able to produce the EEO Summary Letter (see report example EEO Summary Letter.pdf)	C	Letter creation will exist by go live for IM&C. This particular letter will not be complete at go live. It will be ready within 3 monts of go-live.
ii. The system must be able to produce the General Contractors Compiled Workers Utilization Report as a canned report (see report example General Contractors Compiled Workers Utilization Report.pdf)	C	These forms will need to be reviewed. If they are custom reports, each will cost \$2000. For complex reports (custom layouts), the cost will be double. Some may be complete by Go Live, others may not. We'll work with MSHDA to define a roll out and priority plan. We expect to roll out one per month after go-live.

APPENDIX F
FUNCTIONAL REQUIREMENTS

Functional Requirement	A,B,C, or D	Comments
iii. The General Contractors Compiled Workers Utilization Report must highlight on screen contractors for which no contract has been entered into the system.	C	These forms will need to be reviewed. If they are custom reports, each will cost \$2000. For complex reports (custom layouts), the cost will be higher. Some may be complete by Go Live, others may not. We'll work with MSHDA to define a roll out and priority plan. One per month after go-live will be our timeline. MSHDA will get to define the order.
iv. The system must be able to produce the M-WBE HOME Report as a canned report (see report example M-WBE HOME Report.pdf)	C	These forms will need to be reviewed. If they are custom reports, each will cost \$2000. For complex reports (custom layouts), the cost will be higher. Some may be complete by Go Live, others may not. We'll work with MSHDA to define a roll out and priority plan. One per month after go-live will be our timeline. MSHDA will get to define the order.
v. The system must be able to report on which developments are in what stages of completion (i.e. less than 50% complete, 50% complete, 100% complete etc.)	C	We have a report that already is pulling some of it together but it's not released yet. It will be by go live.
vi. The system must produce and electronic copy of the W-MBE HOME Report (e.g. a spreadsheet).	C	These forms will need to be reviewed. If they are custom reports, each will cost \$2000. For complex reports (custom layouts), the cost will be higher. Some may be complete by Go Live, others may not. We'll work with MSHDA to define a roll out and priority plan. One per month after go-live will be our timeline. MSHDA will get to define the order.

Appendix G – Project Cost Table

There are expected to be possibly 6 or 7 implementation “tracks” which will be confirmed at the point of delivering the Project Plan. They are initially expected to be (in alphabetical order):

1. Asset Management
2. Contract Administration
3. Finance
4. MF Allocation
5. MF Compliance
6. Other (3rd party Document Tracking, Omni Audit, Address Mgmt)

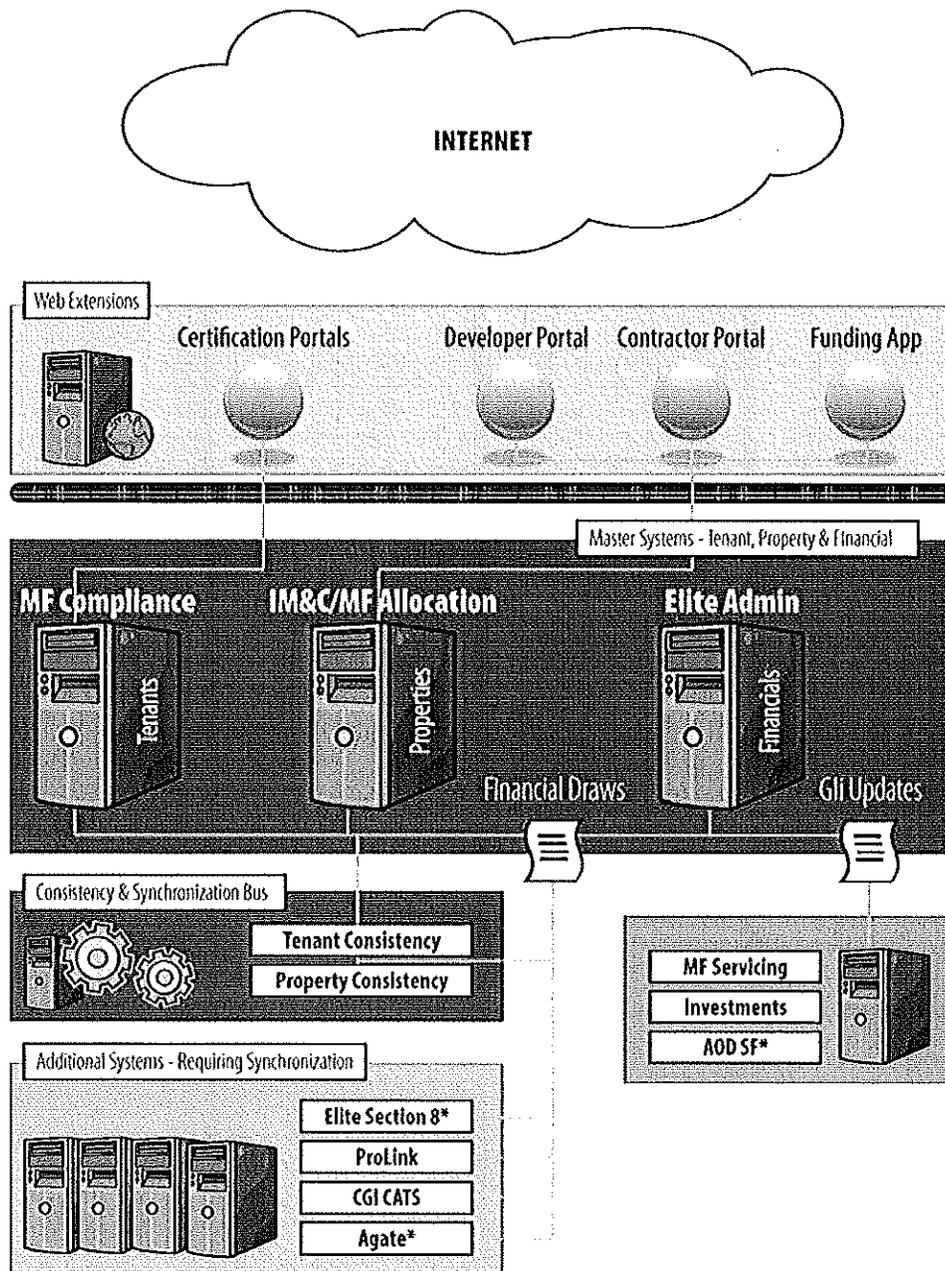
Each track will include the 7 milestones (A thru G) in their development. As each milestone within the track is completed and accepted by MSHDA, the percentage payment associated with that milestone is paid. Each track will have its own product acceptance milestone. When all tracks are completed, system testing (integration of all tracks) will occur. The final holdback of \$163,691 will be paid when the system testing is completed, the application has gone live, and the Issues List items are resolved.

- A. Initial Data Conversion Mapping
 - 15% of the Project Cost “Payment (Less HB) will be billed after the mapping is completed and agreed upon by Emphasys and MSHDA
- B. Initial Data Conversion Delivery
 - 10% of the Project Cost “Payment (Less HB) will be billed upon the initial data conversion is delivered
- C. Interfaces Delivery (Will be broken into their own phases for proper testing and client acceptance)
 - 25% of the Project Cost “Payment (Less HB) will be billed upon delivery of Interfaces
- D. Customizations Delivery (Will be broken into their own phases for proper testing and client acceptance)
 - 25% of the Project Cost “Payment (Less HB) will be billed upon delivery of Customizations
- E. Super User Training
 - 10% of the Project Cost “Payment (Less HB) will be billed upon completion of Super User Training
- F. Product Acceptance (Full acceptance or initial acceptance with specific list of items to be resolved)
 - 5% of the Project Cost “Payment (Less HB) will be billed upon Product Acceptance
- G. Final User Training
 - 10% of the Project Cost “Payment (Less HB) will be billed upon completion of Final User Training

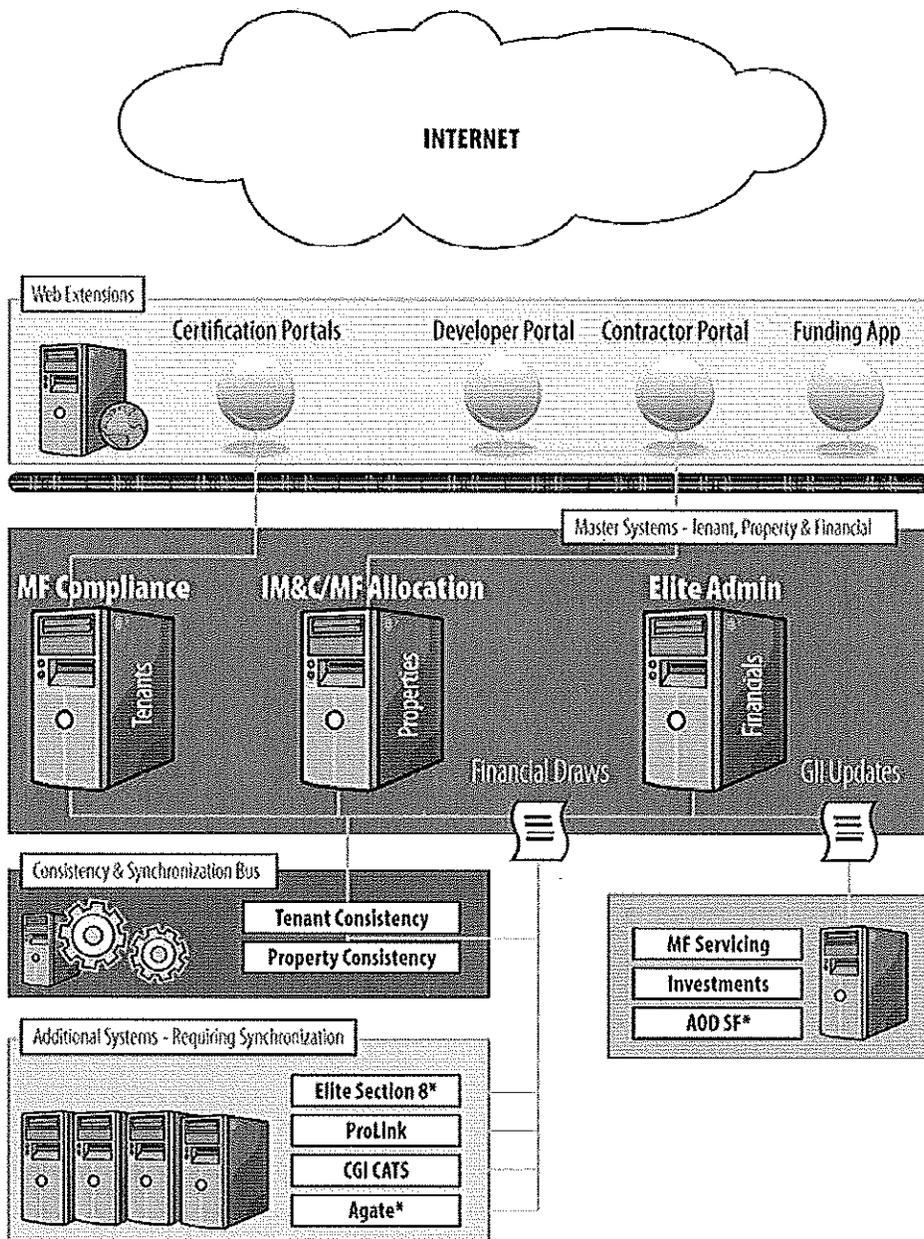
Project Cost Table					
Deliverables		Price	Holdback (HB) 10%	Payment (Less HB)	Notes
Initial Project Management Templates		\$90,939			5% of contract amount to be paid at time of acceptance
Initial Onsite Kickoff		\$90,939			5% of contract amount to be paid after kick-off completion
Services					
Project Plan Delivered-Activities leading to a final project plan (onsite and remote consulting work). Does not include project management and travel costs.		\$197,190	\$19,719	\$177,471	Paid 60 days after contract signing
Implementation Tracks:					
Asset Management		\$156,802	\$15,680	\$141,121	See Milestones above
Contract Administration		\$65,863	\$6,586	\$59,277	See Milestones above
Finance		\$314,207	\$31,421	\$282,786	See Milestones above
MF Allocation		\$271,668	\$27,167	\$244,501	See Milestones above
MF Compliance		\$67,776	\$6,778	\$60,999	See Milestones above
Other		\$0	\$0	\$0	See Milestones above

Project Cost Table					
Deliverables		Price	Holdback (HB) 10%	Payment (Less HB)	Notes
Service Total		\$1,073,506	\$107,351	\$966,155	
Licenses					
Funding Application	\$30,000	\$563,400	\$56,340	\$507,060	90% paid upon each module install, remaining 10% on Product Acceptance
TC Allocation	n/a				
Certification Online	\$25,000				
Contractor Portal	\$25,000				
General Ledger	\$90,000				
Bank Book	\$40,000				
Financial Explorer	\$35,000				
Investment	\$35,000				
Multifamily Servicing	\$40,000				
IM&C	\$75,000				
Developer Portal	\$25,000				
Document Tracking	\$25,000				
Prolink-Asset Management	\$95,000				
CGI-CATS	\$50,000				
Satori Address Manager	\$35,000				
Omni Audit	\$1,000				
Sub Total		\$1,818,784	\$163,691	\$1,655,093	
Final Acceptance/Completion of Go-Live Issue List				\$163,691	
Project Manager		\$300,000		\$300,000	\$25,000 to be paid on a monthly basis, for a 12 month period
Grand Total		\$2,118,784		\$2,118,784	
Additional Costs					
Annual Maintenance Cost		\$211,250			This is the annual maintenance for a full 1 st year. This amount is subject to change on an annual basis. The increase will not exceed 3.5%.
Monthly Hosting Cost		\$25,000			
Estimated Travel Expenses	Estimated one person weekly Cost: Airfare: \$700 Hotel: 875 Car: 275 Meals 250 ----- \$2,100	\$157,500			(not to exceed State of Michigan approved rates) 75/1week/1person trips to MSHDA
Hourly Rates for Ongoing	Analysis Programming DBA Training Consulting Project Mgmt	\$200 \$160 \$125 \$200 \$250 \$145			These are the starting hourly rates. These rates are subject to change on a calendar year basis. The increase will not exceed 10%.

Appendix H Software Diagram



Appendix H Software Diagram



EMPHASYS SOFTWARE AGREEMENT

This Agreement is entered into on the date set forth below, by and between Emphasys Software having its principal place of business at 8550 NW 33rd Street, Suite 200, Doral, Florida (hereinafter Emphasys); and the Michigan Department of Information Technology Agency Services, MSHDA Support, having its principal place of business at 7285 Parsons Drive, ISC, Lansing, Michigan (hereinafter Licensee).

1. LICENSED SOFTWARE

1.1. Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable license to use the software identified in Exhibit A ("Application Software") and Emphasys, as authorized agent, grants to Licensee a nonexclusive, nontransferable, non-assignable license to use the software described in Exhibit A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations and solely on the one computer system currently used by Licensee or purchased and delivered hereunder. Licensee agrees to abide by all terms and conditions as required by the manufacturers of the Other Licensed Software.

2. PROPRIETARY INFORMATION & NON-DIS-CLOSURE

- 2.1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.
- 2.2. Licensee may not make copies of the Licensed Software except for backup, archival, emergency recovery purposes or to replace a worn copy. If this License Agreement is terminated, all such copies must be destroyed and the Licensed Software returned to Emphasys.
- 2.3. Licensee agrees that it will not allow others to reverse engineer, disassemble, de-compile or in any way tamper with the Licensed Software.
- 2.4. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys, without the prior written consent of Emphasys. Licensee shall instruct in writing all parties having access to the Software of their obligations under this Article.
- 2.5. In the event of Licensee's breach of this Article, as determined by Emphasys, Emphasys shall have the right to enjoin Licensee from further breach and

obtain such relief as may be determined by a court of competent jurisdiction.

3. PAYMENT TERMS

- 3.1. Licensee agrees to pay Emphasys the price of the Application Software based on the payment terms set forth in Contract 071B8200293, Appendix G.
- 3.2. Licensee agrees to pay Emphasys the price of the Other Licensed Software based on the payment terms set forth in Contract 071B8200293, Appendix G.
- 3.3. Licensee agrees to pay Emphasys the price of the Equipment, if any, identified in Exhibit A, by paying eighty-five percent of the price of the Equipment at the time of execution of this Agreement and the balance of the price upon initial installation of the Equipment.
- 3.4. Intentionally left blank.
- 3.5. Licensee agrees to pay for Software Standard Support each year, in advance, prior to the anniversary of the initial due date, which shall be effective the first of the month following the date of the initial installation of the Application Software ("Effective Date").
- 3.6. All amounts are due and payable within forty five calendar days of Emphasys' invoice, and all amounts shall be in US dollars unless otherwise noted.
- 3.7. Emphasys shall have the right to withhold services and be held harmless in the event scheduled payments due hereunder remain outstanding for a period longer than forty five days from the due date. Emphasys shall also have the right to charge a reinstatement or collection fee equal to 10% of any amount unpaid and overdue for this period of time. In addition, Licensee shall be responsible for paying for any third party collection or legal costs incurred by Emphasys as a result of additional collection efforts. Finally, Emphasys reserves the right to cancel Licensee's license for Application Software, after written notice of 30 days, for any material breach by Licensee or if any charges called for herein, which are not reasonably disputable and are in excess of \$10,000, remain unpaid for a period of one hundred twenty (120) days beyond the due date. Cancellation for any reason shall not affect the sums due hereunder or any additional remedies provided by law or equity.
- 3.8. In addition to any penalties that may be charged, Emphasys reserves to right to assess and licensee agrees to pay a service charge of three fourths percent (0.75%) per month or partial month on all past due invoices.

3.9 Reserved

3.10 Reserved

4. WARRANTY

- 4.1. Emphasys warrants that it is the owner of the Application Software and Documentation and that Emphasys has the right to sublicense such Application Software or Other Licensed Software, as applicable. Emphasys further warrants that no portion of the Application Software or Documentation infringes on the intellectual property rights of any third party. Emphasys will indemnify and hold harmless Licensee, its affiliates and each of their respective officers, directors, affiliates, owners, employees and agents ("Indemnitee") from any loss, liability, damage, or expense, including, but not limited to, costs of defense resulting from any claims, demands, or actions brought against Indemnitee based on a claim or allegation that the Application Software or Documentation infringes or misappropriates a patent, copyright, trade secret, information, or any other rights of any third party. Emphasys shall have the right to direct the defense strategy and to select their legal representation except for issues related to Michigan public law. The affected Indemnitee, however, shall give Emphasys prompt written notice of any such claim and shall cooperate in the defense of such claims, demands or actions.
- 4.2. Emphasys warrants that the Software will be free from defects in material and workmanship and shall substantially comply with Emphasys' then current documentation. The warranty period of thirty (30) days commences immediately following initial Software installation.
- 4.3. These warranties will only be valid when the Software is used by Licensee in an appropriate and reasonable manner consistent with normal usage and management of such Software. The exclusive remedy of Licensee for breach of these warranties is that Emphasys shall be required to correct, repair, adjust or modify the Software if such defect in material or workmanship occurs and is reported by Licensee in writing within the appropriate warranty

period. Emphasys shall not be responsible or liable for damage to the Software caused by Licensee, acts of God, the tampering with or modification of the Software by anyone other than Emphasys' authorized personnel, or damage to the Software occurring by virtue of electrical malfunctions or external factors over which Emphasys has no control.

- 4.4. These warranties do not extend to any Software to which repairs or modifications have been performed by Licensee or persons not authorized by Emphasys, unless such repairs were performed with the prior written consent of Emphasys.
- 4.5. Emphasys warrants that all Services provided pursuant to this Agreement will be performed in a workmanlike manner in accordance with reasonable commercial standards. This warranty shall extend for thirty days following completion of the particular Service, and Emphasys shall correct all Services not so performed if brought to Emphasys' attention in writing within the warranty period.
- 4.6. Emphasys provides no warranties for hardware Equipment and related system software beyond that provided by the manufacturer.
- 4.7. THE WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1. Emphasys shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of Equipment, Software, Services, or any documentation relating to such Equipment, Software or Services provided hereunder or from any other cause, except for claims arising from the negligence or willful misconduct of Emphasys or Emphasys' employees, agents or subcontractors. Liability of Emphasys for negligence shall in no event exceed the total price of the item of Equipment, Software Module, or particular Service that is the subject of the claim. Except for acts of willful misconduct, in no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Equipment, Software or Services provided hereunder, even if Emphasys has been advised of the possibility of such damages.

6. RESERVED

7. SUPPORT

- 7.1. Emphasys shall provide Support commencing on the Effective Date. During the first year of this Agreement, the cost of Standard Support will be \$104,500 per year for the licensed modules listed in Exhibit A. This Agreement shall renew in accordance with the renewal terms in Contract 071B8200293.
- 7.2. Emphasys agrees to provide Standard Support, as defined in this Agreement, for the Application Software licensed to Licensee. Emphasys agrees to provide Standard Support to enable the Application Software to perform substantially without interruption and error, and in Substantial Compliance with the then current Documentation and the then current Mandated Changes.
- 7.3. Emphasys is to provide support to Licensee for technical issues arising from the Application Software malfunctioning relative to the functionality described in the Documentation. Any additional services to support Licensee are outside the scope of this Agreement.
- 7.4. "Software for Life": Licensee shall be entitled to Upgrades without having to repurchase Emphasys proprietary software licenses. Once Licensee owns a license to an Emphasys proprietary Software Module, Licensee shall be entitled to any substantially equivalent future Upgrades of that originally licensed module at no additional license fee, provided that all related Standard Support fees have been paid since the original licensing of that module. Licensee is responsible for purchasing any third party required product (hardware or software) and Services required to properly implement the Upgrade.
- 7.5. Audits: During the term of this Agreement and for three (3) years after termination or expiration, Licensee will maintain complete records regarding its housing unit counts, software modules installed

or purchased, or any other measure upon which Standard Support fees are based. Upon reasonable notice to Licensee, Emphasys may audit, at Emphasys' expense, Licensee's unit counts, software modules installed, and other relevant measures and supporting records to determine its compliance hereunder.

- 7.6. **Standard Support** means the following services shall be provided by Emphasys to Licensee at no additional cost to Licensee:
 - 7.6.1. Technical troubleshooting and assistance with Application Software in order to restore the Application Software's functionality to its operational condition prior to any known errors and to comply with related published Documentation, the current published software manuals and Mandated Changes.
 - 7.6.2. Corrections of errors, interruptions, malfunctions or defects in the Application Software to enable the Application Software to substantially conform to published Documentation.
 - 7.6.3. Assistance with errors caused by routine Software Fixes or Enhancements that are correctly installed, as directed in writing by Emphasys.

8. RESPONSIBILITIES OF LICENSEE

- 8.1. **Request for Service.** At any time, Licensee may report its request for service and its priority code by fax using Emphasys' dedicated support fax phone number, its 800-support number or e-mail. If Licensee believes that the Support Event is a Priority 1, Licensee shall make every reasonable effort to determine if the event is hardware or software-related prior to requesting support from Emphasys.
- 8.2. **Standard Required Information.** When contacting Emphasys for Standard Support, Licensee shall provide the following information: Licensee name, phone and contact person, the name of the Application Software module (e.g., General Ledger, Low Income, Section 8, etc.), the menu item that was selected and the exact difficulty that was experienced. Licensee understands and agrees that its full cooperation and assistance are necessary for Emphasys to properly respond to a request for service. Licensee is responsible for notifying Emphasys of any Application Software problems and providing written documentation of Application Software problems with specific examples.
- 8.3. **Install Latest Third Party Software.** Licensee agrees to install in their live environment the latest released version of Third Party Software that is used by and compatible with the Application Software within two (2) years of general release by said third

party. During such two (2) year period, Emphasys shall use its Best Efforts to continue to support the Application Software using Licensee's version of the Third Party Software. In the event a Third Party Software product or version thereof is discontinued, phased-out or no longer supported by its owner, Emphasys' obligation to support that Software shall cease.

- 8.4. **Install Latest Application Software.** Licensee agrees to install the latest released Upgrade of the Application Software in their live environment within 6 (six) months of release by Emphasys.
- 8.5. **Reasonable Access.** Licensee agrees to provide those Emphasys personnel involved with the operation and support of the Application Software reasonable access to perform activities necessary to fulfill its obligations under this Agreement. Licensee will provide Emphasys with predefined passwords that will not change without the prior approval of Licensee. Licensee agrees to provide Emphasys appropriate access to Licensee's computer system during normal business hours via Emphasys-approved telephone modem and modem software. Licensee will also provide its own Internet access and connection. Such provision shall be operable prior to initial software installation and shall remain operable for the duration of Emphasys' obligation to Licensee for software support services.
- 8.6. **Data for Support.** Licensee will make available to Emphasys, on a reasonable basis, data necessary for the successful support of the Application Software, including all currently existing critical files. All such data shall be considered to be Licensee's Proprietary Information, and Emphasys shall retain same in strict confidence and shall not use or disclose such Proprietary Information except to the extent necessary to perform services hereunder.
- 8.7. **Backups.** Licensee shall create and keep current backups, not older than two (2) working days, of all Application Software and related data files. Licensee further agrees to make backups available for restoration purposes if needed by Emphasys. Any backup services provided by Emphasys shall result in billable time to Licensee.
- 8.8. **Modifications by Licensee.** In no event shall Emphasys be liable or responsible for correcting any errors or damage resulting from changes or modifications to the Application Software made by Licensee.
- 8.9. **Designated Licensee Contact.** It is the intent that only Licensee designated contacts or, in their absence, their assignees initiate support calls to Emphasys.

9. GENERAL

- 9.1. **Site location:** MSHDA designated facility.
- 9.2. **Export:** The Equipment and Licensed Software furnished by Emphasys herein and any direct products thereof are presently considered licensable commodities and are regulated by the U.S. Department of Commerce. In order to either export said commodities from the United States or to re-export same from any country, a valid license from the U.S. Department of Commerce is required. Diversion contrary to United States Law is prohibited.
- 9.3. **Assignment:** The rights under this Agreement shall not be assigned by Licensee without the written consent of Emphasys.
- 9.4. **Complete Agreement:** This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.
- 9.5. **Modification:** This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each party.
- 9.6. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 9.7. **Waivers:** Any waivers by either party of a breach of any provision to this Agreement shall not operate as, or be construed as, a waiver of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- 9.8. **Arbitration:** Reserved
- 9.9. **Force Majeure:** In the event of any cause beyond the control of either party, such party shall not be liable for any delay in the performance of, or failure to perform, this Agreement. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, quarantines, wars or war operations or other causes which could not, with reasonable diligence, be controlled or prevented by the party affected.
- 9.10. **Notices:** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail

or when delivered in person to the parties who have executed this Agreement.

9.11. Jurisdiction: The parties agree that this Agreement will be entered into in the State of Michigan, that both parties are subject to the jurisdiction of the state and federal courts in Michigan, and that such courts shall have exclusive jurisdiction over any case or controversy arising out of, or in any way relating to, this Agreement or to the relationship created

hereunder. The parties further agree that the laws of the State of Michigan and of the United States shall govern the construction and interpretation of this Agreement and shall apply in any such case or controversy.

9.12. Headings: The paragraph headings used herein are for convenience of reference only and shall in no way be deemed to define, limit or add to any of the provisions hereof.

IN WITNESS WHEREOF the parties hereunto have caused this Agreement to be executed by their duly authorized representatives this 3rd day of October, 2008.

EMPHASYS, INC.

MICHIGAN DEPARTMENT OF INFORMATION TECHNOLOGY AGENCY SERVICES

By: [Signature]
Name: Michael Byrne
Title: CEO
Date: 10-3-08

By: [Signature]
Name: DALE RUIF
Title: BUYER MANAGER
Date: 10-15-2008

Accepted By

Exhibit A: Licensed Modules

Application Software:

- Funding Application
- Certification Online
- Contractor Portal
- General Ledger
- Bank Book
- Financial Explorer
- Investment Management
- Multifamily Loan Servicing
- IM&C
- Developer Portal
- Document Tracking

Other Licensed Software:

- Satori Address Manager
- Omni Audit

Exhibit B: Cost Proposal

Software License	Cost
Funding Application	\$ 30,000.00
Certification Online	\$ 25,000.00
Contractor Portal	\$ 25,000.00
General Ledger	\$ 90,000.00
Bank Book	\$ 40,000.00
Financial Explorer	\$ 35,000.00
Investment Management	\$ 35,000.00
Multifamily Loan Servicing	\$ 40,000.00
IM&C	\$ 75,000.00
Developer Portal	\$ 25,000.00
Document Tracking	\$ 25,000.00
Satori Address Manager	\$ 35,000.00
Omni Audit	\$ 1,000.00
Total Software License	\$ 481,000.00
Year 1 Annual Maintenance	\$ 104,500.00

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into this 1st day of February, 2008, by and between **ProLinkSolutions.Com**, a Colorado corporation, with offices at 188 Inverness Drive West, Englewood, CO 80112 ("**ProLink**"), and, Michigan State Housing Development Authority ("**Licensee**"), _____ may also be referred to herein as the "**Party(ies)**".

1. **LICENSE.**

1.1 In consideration of the payment of the Software License Fee, ProLink grants Licensee a nonexclusive license to use the package of computer programs and data in machine-readable, object code form and related materials and documentation which together constitute the "Software", subject to the following terms and conditions.

1.2 This License shall not be effective until full and timely payment of the License Fee has been received by ProLink. This License agreement is issued for fifty (50) users to MSHDA. The License shall be terminable upon non-payment of any Fees due to ProLink for the License, Use and Support of the Software.

2. **SCOPE OF RIGHTS.** Licensee may:

2.1. Install the Software in Licensee's own facilities;

2.2. Use and execute the Software on a computer at Licensee's sites for purposes of serving the internal needs of Licensee's business;

2.3. In support of Licensee's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with the specified computer, operating system and related applications; and

2.4. Make one copy of the Program in machine-readable, object code form, for nonproductive backup purposes only, provided that ProLink's proprietary legend is included.

3. **SUPPORT.** ProLink shall support the Software in the manner specified in Exhibit B.

4. **LICENSEE'S RESPONSIBILITIES.**

4.1. Licensee is responsible for selecting an operator who is qualified to operate the Software on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Software. ProLink reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.

- 4.2. The Software is designed for use with the specified computer, operating system and related applications in Exhibit C. Except as agreed otherwise in writing, ProLink assumes no responsibility under this Agreement for obtaining or providing such equipment. Licensee is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including an uninterrupted power supply.
- 4.3. Except as agreed otherwise in writing, ProLink assumes no responsibility under this Agreement for converting Licensee's data files for use with the Software.

5. **PROPRIETARY PROTECTION AND RESTRICTIONS.**

- 5.1. ProLink shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by ProLink. This Agreement does not provide Licensee with title or ownership of the Software, but only a right of limited use. Licensee must keep the Software free and clear of all claims, liens, and encumbrances.
- 5.2. Licensee may not use, copy, modify, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by ProLink. Licensee may not reverse assemble, reverse compile, or otherwise translate the Software. Licensee's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Software in its entirety to (1) a successor in interest of Licensee's entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to ProLink, enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs. No service bureau work, multiple-site license, or time-sharing arrangement is permitted, except as expressly authorized by ProLink. Licensee may not install the Software in any other computer system or use it at any other location without ProLink's express authorization obtained in advance (which will not be unreasonably withheld); provided that Licensee may transfer the Software to another computer temporarily if the computer specified in Exhibit A is inoperable. If Licensee uses, copies, or modifies the Software or if Licensee transfers possession of any copy, adaptation, transcription, or merged portion of the Software to any other party in any way not expressly authorized by ProLink, Licensee's license is automatically terminated.
- 5.3. Licensee hereby authorizes ProLink to enter Licensee's premises or remotely access the software in order to inspect the Software in any reasonable manner during regular business hours to verify Licensee's compliance with the terms hereof.
- 5.4. Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, ProLink will not have an adequate remedy in money or damages. ProLink shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ProLink's right to obtain injunctive relief shall not limit its right to seek further remedies.

5.5. If a third party claims that the Software infringes its patent, copyright, or trade secret, or any similar intellectual property right, ProLink will defend Licensee against that claim at ProLink's expense and pay all damages that a court finally awards, provided that Licensee promptly notifies ProLink in writing of the claim, and allows ProLink to control, and cooperates with ProLink in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Licensee agrees to permit ProLink to enable Licensee to continue to use the Software, or to modify or replace it. If ProLink determines that none of these alternatives is reasonably available, Licensee agrees to return the Software on ProLink's written request, and Licensee will then receive a credit equal to the Software License Fee. However, ProLink has no obligation for any claim based on Licensee's modification of the Software or its combination, operation, or use with any product, data, or apparatus not specified or provided by ProLink, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by ProLink. THIS PARAGRAPH STATES PROLINK'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. **LIMITED WARRANTY AND LIMITATION OF LIABILITY.**

- 6.1. ProLink warrants, for Licensee's benefit alone, that for a period of 90 days commencing on the Effective Date specified herein (the "Warranty Period") the Software will conform in all material respects to the specifications for the current version of the Software set forth at Exhibit A. This warranty is expressly conditioned on Licensee's observance of the operating, security, and data-control procedures set forth in the User's Manual included with the Software.
- 6.2. ProLink is not responsible for obsolescence of the Software that may result from changes in Licensee's requirements. The foregoing warranty shall apply only to the most current version of the Software issued by ProLink from time to time. ProLink assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software.
- 6.3. As Licensee's exclusive remedy for any material defect in the Software for which ProLink is responsible, ProLink shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event ProLink does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be the refund of the amount paid as the License Fee for the defective or nonconforming module of the Software. ProLink shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Licensee has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Licensee has not reported to ProLink the existence and nature of such nonconformity or defect promptly upon discovery thereof.
- 6.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROLINK DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION,

THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

- 6.5. The cumulative liability of ProLink to Licensee for all claims relating to the Software and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all License Fees paid to ProLink. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. This limitation of liability shall not apply to the indemnification provided in Section 5 hereof. ProLink shall have no liability for loss of data or documentation, it being understood that Licensee is responsible for reasonable backup precautions.
- 6.6. In no event shall ProLink be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against you, even if ProLink has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- 6.7. Licensee may have additional rights under certain laws (e.g., consumer laws) that do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If such laws apply, our exclusions or limitations do not apply to Licensee.

7. **TERM OF AGREEMENT; TERMINATION.**

- 7.1. Licensee's license of the Software shall become effective upon Effective Date specified herein and shall continue through the "Term" as described in Exhibit A, unless sooner terminated as provided herein.
- 7.2. Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to ProLink. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Software, Licensee must return or destroy, as requested by ProLink, all copies of the Software in Licensee's possession (whether modified or unmodified), and all other materials pertaining to the Software (including all copies thereof). Licensee agrees to certify Licensee's compliance with such restriction upon ProLink's request.
- 7.3. Either party may terminate this Agreement for cause upon 30 days notice of breach of a material term of this Agreement if such breach is not cured prior to the expiration of the notice period.

8. **MISCELLANEOUS.**

- 8.1. Reserved.
- 8.2. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.
- 8.3. References to Licensee's use or benefit include any subsidiaries Licensee may own directly or indirectly by more than fifty percent (50%), provided that, to the extent of their use and benefit, they comply with the restrictions herein.

8.4. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, to the following addresses:

Address for ProLink: ProLinkSolutions.Com
9780 S. Meridian Blvd., Suite 210
Englewood, CO 80112
Attention: Shawn McKenna, Pres.

Address for Customer: Michigan Dept. of Information Technology
Agency Services, MSHDA Support
7285 Parsons Drive, 1SC
Lansing, MI 48913
Attention: Rick Kroeg

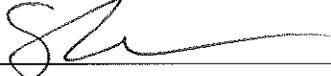
8.5. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

8.6. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF PROLINK'S OBLIGATIONS AND RESPONSIBILITIES TO LICENSEE AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF PROLINK RELATING TO THE SUBJECT MATTER HEREOF.

Accepted and Approved:

ProLinkSolutions.Com

Michigan State Housing Dev. Authority

By: 

By: 

Name: Shawn P. McKenna

Name: DALE ROIF

Title: President

Title: BUYER MANAGER

Date: 9/22/08

Date: 10-15-2008

Not Used

EXHIBIT A – The Software

EXHIBIT B – Maintenance and Support

1. **DEFINITIONS.** For the purposes of the Maintenance and Support Program (the "Program"), the following definitions shall apply to the respective capitalized terms.
 - 1.1. **"Enhancement."** Any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by ProLink as minor or major, depending on ProLink's assessment of their value and of the function added to the preexisting Software.
 - 1.2. **"Error."** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by ProLink. However, any nonconformity resulting from Licensee's misuse, improper use, alteration, or damage of the Software, or Licensee's combining or merging the Software with any hardware or software not supplied or identified as compatible by ProLink shall not be considered an Error.
 - 1.3. **"Error Correction."** Either a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Licensee of such nonconformity.
 - 1.4. **"Software."** The computer programs, including any extracts from such programs, derivative works of such programs, or collective works including such programs (such as subsequent Releases) to the extent offered to Licensee under this Program or the License Agreement.
 - 1.5. **"Normal Working Hours."** The hours between 8 a.m. and 5 p.m. on the days Monday through Friday excluding regularly scheduled holidays of ProLink.
 - 1.6. **"Releases."** New versions of the Software, which may include both Error Corrections and Enhancements.
 - 1.7. **"Term."** An initial period of one year commencing on the first day following the Warranty Period that applies to the Software pursuant to the License Agreement. Thereafter, the Term shall automatically renew for successive periods of one (1) year each unless and until terminated pursuant to Section 4 hereof. In no event, however, shall the Term extend beyond the prescribed term of the License Agreement.
2. **SCOPE OF SERVICES.** In consideration of the Maintenance and Support Fees described in Exhibit A, during the Term, ProLink shall render the following services in support of the Software, during Normal Working Hours.
 - 2.1. ProLink shall maintain a program control center capable of receiving (1) by automatic dial-in, computer-generated reports or signals of system interruption or malfunction, and (2) by telephone or network transmission, operator reports of system irregularities.

- 2.2. ProLink shall maintain a telephone hotline that allows Licensee to report system problems and to seek assistance in use of the Software.
- 2.3. ProLink shall maintain a trained staff capable of rendering the services set forth in this Program.
- 2.4. ProLink shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to ProLink in accordance with ProLink's standard reporting procedures. ProLink shall, within two (2) business days of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, ProLink shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction. ProLink shall include the Error Correction in all subsequent Releases of the Software. ProLink shall not be responsible for correcting Errors in any version of the Software other than the most recent Release of the Software, provided that ProLink shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Licensee to implement the newest Release, not to exceed 90 days.
- 2.5. ProLink may, from time to time, issue new Releases of the Software to its Licensees generally, containing Error Corrections, minor Enhancements, and, in certain instances if ProLink so elects, major Enhancements. ProLink shall provide Licensee with one copy of each new Release, without additional charge. ProLink shall provide reasonable assistance to help Licensee install and operate each new Release, provided that such assistance, if required to be provided at Licensee's facility, shall be subject to time and materials charges plus expenses.
- 2.6. ProLink shall consider and evaluate the development of Enhancements for the specific use of Licensee and shall respond to Licensee's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by ProLink and Licensee.
- 2.7. Licensee shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware (other than the hardware constituting the program control center maintained at ProLink's facilities) necessary to operate the Software and to obtain from ProLink the services called for by this Program.

3. **PROPRIETARY RIGHTS.**

- 3.1. To the extent that ProLink may provide Licensee with any Error Corrections or Enhancements or any other program, including any new programs or components, or any compilations or derivative works prepared by ProLink (collectively, "Vendor Programs"), Licensee may (1) install one set of the Vendor Programs, in the most current form provided by ProLink, in Licensee's own facility; (2) use such Vendor Programs in connection with the Software, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Licensee's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Licensee may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by ProLink. Notwithstanding

Section 4 hereof, Licensee's rights under this Section **Error! Reference source not found.** shall remain in effect for so long as Licensee is authorized to use the Software under the License Agreement, and upon termination of such License Agreement, Licensee shall return the Vendor Programs, and returning the Vendor Programs required by the License Agreement shall be sufficient for

A?

3.2. The Vendor Programs, including any associated intellectual property, shall remain the sole property of ProLink, Licensee, its employees, or contractors may have conceived of such work, joined in the effort of its ProLink for the use of the work product. Licensee shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that ProLink may reasonably request in order to establish and perfect its exclusive ownership rights in such works, including any associated intellectual property rights.

4. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.**

4.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS PROGRAM, PROLINK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SOFTWARE OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2. In no event shall ProLink's cumulative liability for any claim arising in connection with this Program exceed the total Maintenance and support fees paid to ProLink by Licensee within the last 12 months. In no event shall ProLink be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if ProLink knew or should have known of the possibility of such damages.

4.3. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Program, may be brought by either party more than two years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

5. **TERMINATION.** This Program may be terminated as follows:

5.1. This Program shall immediately terminate upon the termination of the License Agreement;

5.2. This Program may be terminated by ProLink upon the expiration of the then current term of this Program, provided that at least 180 days' prior written notice is given to Licensee;

5.3. This Program may be terminated by Licensee upon the expiration of the then current term of this Program;

5.4. This Program may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Program and has not cured such breach within such notice period.

Exhibit C

ProLink

Hardware & Software Requirements
Documentation

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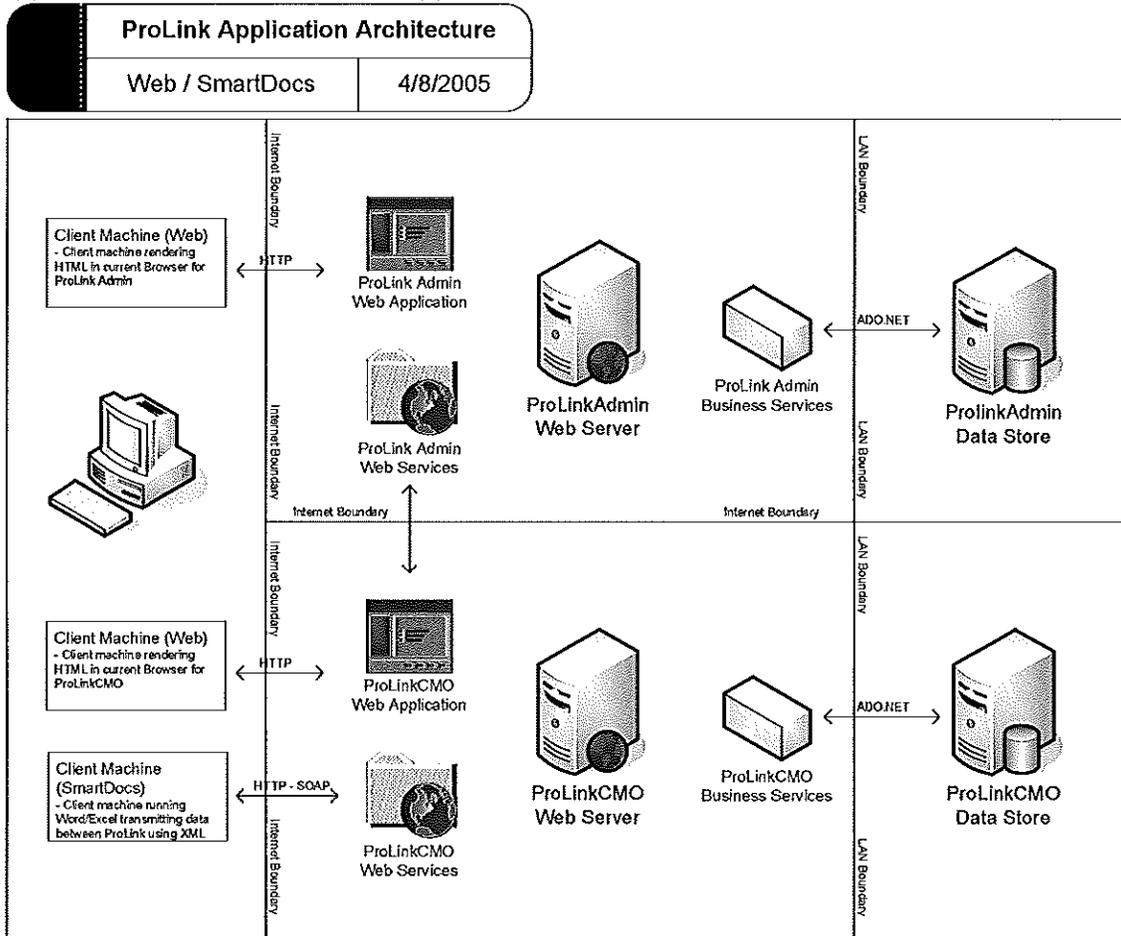
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1. Architectural Overview

This section of the document describes the architectural roadmap for implementing software solutions for ProLink-Solutions. It specifically addresses the design for the CMO product, but is used as a framework for creating new products.

1.1 ProLink Application Architecture

The ProLink application architecture is built as an n-tier solution to allow for extensibility and scalability and includes a collection of DLLs and Web Services. The framework is based on the services-oriented architecture provided by .NET and is based on a centralized model with extensible components that provide access to data in various ways, including standard web browsers, Microsoft Office Applications, or other custom applications.



1.1.1. ProLink Software Architecture

1.1.1.1. The software architectural design as illustrated above is an n-tier design as outlined below:

1.1.1.2. ProLink Web Application – This layer is responsible for displaying information to the end user via a browser over the World Wide Web or company intranet.

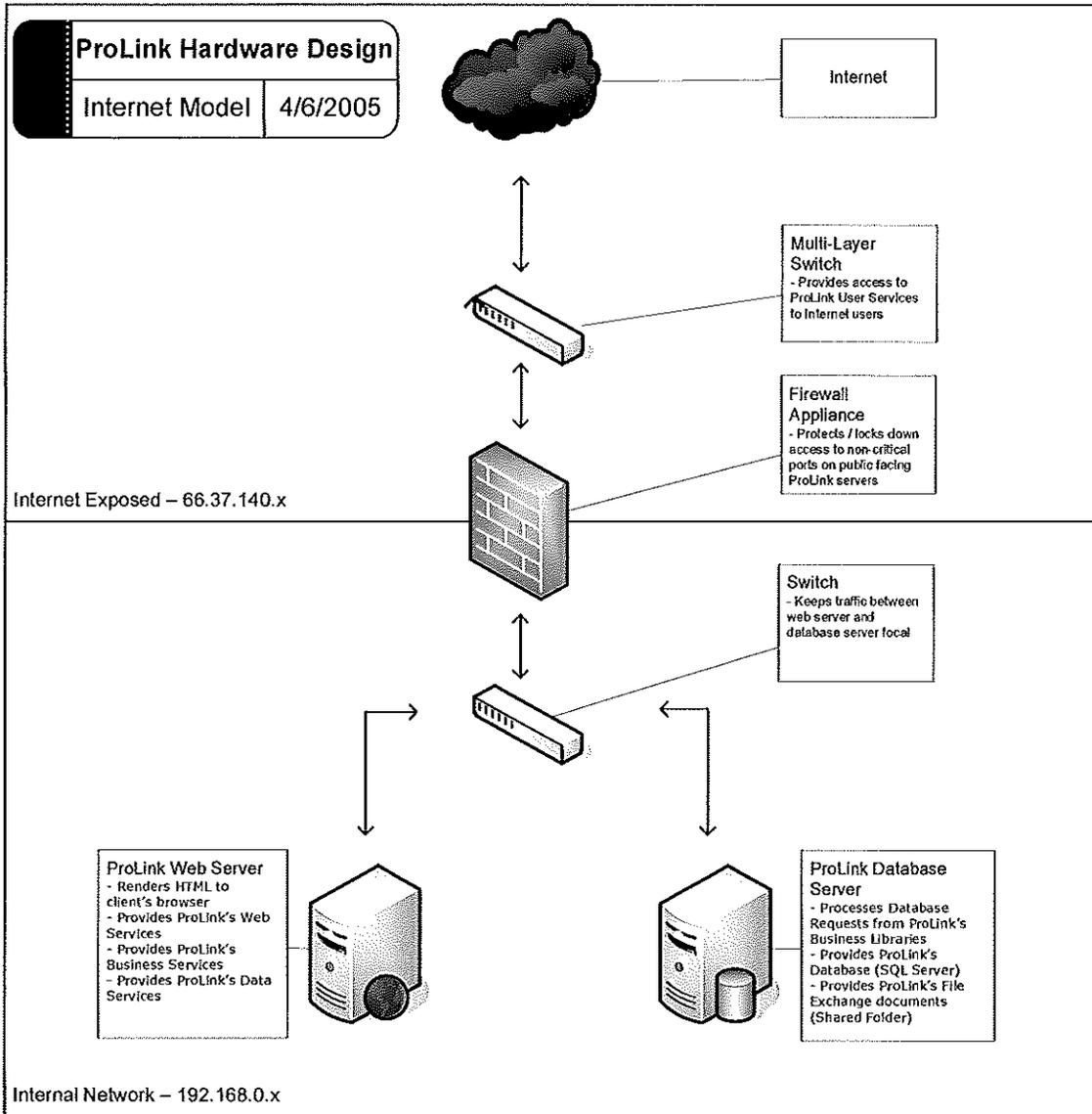
1.1.1.3. ProLink SmartDocs – This layer is responsible for providing information to the end user via a Microsoft Word or Excel Add-In.

1.1.1.4. ProLink Web Services – This layer is responsible for extending ProLink 's business services to SmartDocs using the SOAP protocol and XML. It is also known as the XML Processor and contains almost all of the business logic to broker data between the SmartDocs client and ProLink 's Data Services.

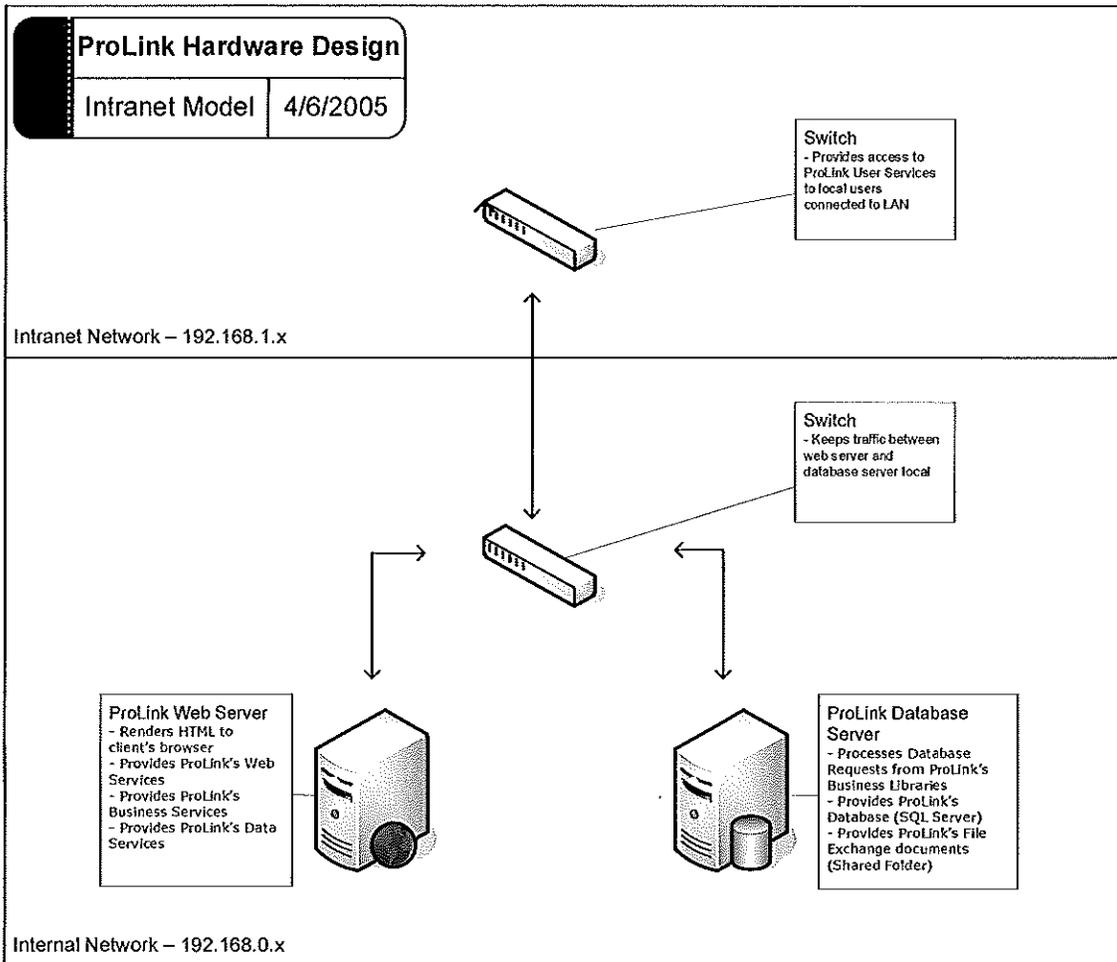
1.1.1.5. ProLink Business Services – This layer is responsible for enforcing business rules and brokering data between the Web Application and Data Services.

1.1.1.6. ProLink Data Services – This layer is responsible for retrieving from and storing data in the data store.

1.2 ProLink Hardware Architecture (Internet Model)



1.3 ProLink Hardware Architecture (Intranet Model)



1.4 ProLink Recommended Hardware Requirements

The ProLink hardware configuration can run either on a single production machine running both the web server and database server or on separate servers, one running the web application and the other running the database server and data storage. It is recommended that the dual production hardware model is followed to allow for maximum performance and scalability.

1.4.1 Single Production Machine Hardware Requirements

The following is the recommended hardware specification for ProLink to run on a single server production environment.

Hardware	Notes
Dual Pentium 4 2.6 GHz	Helps with IIS and SQL Server on same machine
4 GB RAM	Performance affected most by RAM for SQL and IIS
60 GB Hard Drive (SCSI) RAID 5	RAID 5 configuration for redundancy
Dual power supplies	
Dual NICs	

1.4.2 Dual Production Machine Hardware Requirements

The following is the recommended hardware specification for ProLink to run on a dual server production environment. One server contains the web environment (with Internet Information Services) and the other server contains the file storage and database environment (with SQL Server). This configuration addresses the

performance issues but does not address the redundancy needed for a production environment.

Web Server Hardware	Notes
Pentium III 1.5 GHz	
1 GB RAM	
20 GB Hard Drive (SCSI) RAID 5	RAID 5 configuration for redundancy
Dual power supplies	
Dual NICs	

Database Server Hardware	Notes
Dual Pentium 4 2.6 GHz	
2 GB RAM	
40 GB Hard Drive (SCSI) RAID 5	RAID 5 configuration for redundancy
Dual power supplies	
Dual NICs	

1.5 ProLink Software Requirements

The ProLink configuration can run either on a single production machine running both the web server and database server or on separate servers, one running the web application and the other running the database server and data storage.

1.5.1 Single Production Machine Software Requirements

The following is the required software specification for ProLink to run on a single server production environment.

Software	Notes
Windows 2000 Server SP3	All critical updates and service packs
IIS (Internet Information Services)	Included w/ Win 2k
Microsoft .NET Framework	Critical update
SQL Server 2000 SP3	Requires a processor license for use on web
Software Artisan's SA-FileUp	Used for compressing uploaded files
Remote Access Software	Optional
Anti-Virus Software	Optional
Backup Software	Optional

1.5.2 Dual Production Machine Software Requirements

The following is the required software specification for ProLink to run on a dual server production environment. One server contains the web environment (with Internet Information Services) and the other server contains the file storage and database environment (with SQL Server). This configuration addresses the performance issues but does not address the redundancy needed for a production environment.

Web Server Software	Notes
Windows 2000 Server SP4 *	All critical updates and service packs
IIS (Internet Information Services)	Included w/ Win 2k

Microsoft .NET Framework	Critical update
Software Artisan's SA-FileUp	Used for compressing uploaded files
Remote Access Software	Optional
Anti-Virus Software	Optional

Database Server Software	Notes
Windows 2000/2003 Server	All critical updates and service packs
SQL Server 2000 SP3	Requires a processor license for use on web
Remote Access Software	Optional
Anti-Virus Software	Optional
Backup Software	Optional

* The web server software environment has not been fully tested in the Windows Server 2003 environment.



SOFTWARE ACCESS AGREEMENT

This is a Software Access Agreement (“Agreement”) dated as of October ____, 2008 (the “Effective Date”) by and between Michigan State Housing Authority (“Client”), a Michigan State Agency having a place of business at 7285 Parsons Dr, 1SC, Lansing, MI 48913, and CGI Technologies and Solutions Inc. (“CGI”), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia, 22030.

This Agreement provides the general terms and conditions under which CGI will provide certain managed information to Client (“Access”). Additional Services to be performed by CGI for Client under this Agreement are defined and provided to Client through one or more Statements of Work pursuant to CGI’s subcontract with Emphasys Software dated September 5, 2008 (“Subcontract”).

1. DEFINITIONS

Capitalized terms used in the Contract Documents will have the meanings given below or in the context in which the term is used, as the case may be.

- A. “Affiliate” of a party means any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, “control” means actual or equitable ownership of a majority of the voting securities of an entity (or other securities, partnership interests or means of electing or directing the management of the entity).
- B. “CGI Materials” shall have the meaning set forth in Section 4.A.
- C. “CGI System” means, collectively, all of the components of the infrastructure and computing environment used by CGI to provide the Access, whether owned by CGI or its suppliers, including the Managed Application(s), CGI or third party facilities, hardware, operating systems, software applications and associated databases, tables, data and documentation and training materials. “CGI System” excludes Managed Application(s) to the extent the Managed Application is a third party product provided to CGI by Client or any of its other contractors.
- D. “Confidential Information” means proprietary, confidential, or trade secret information disclosed under this Agreement, as more fully defined in Section 6.
- E. “Content” means any information, data, and any other materials placed by Client and/or its customers and/or by CGI on the Client’s behalf onto the CGI System.
- F. “Contract Documents” mean this Agreement (including its attached Exhibits) and Statements of Work issued under this Agreement, as well as any amendments.
- G. “Including,” whether or not capitalized, means including, but not limited to.
- H. “Managed Application(s)” means the proprietary software application(s) listed in the Exhibit A that to which Client will be provided Access..
- I. “Statement of Work” means a document issued pursuant to the Subcontract that is prepared and signed by authorized representatives of both parties describing the specific Services that CGI agrees to perform for Client and providing specific terms and conditions governing such Services that are necessary in the provision of the Access. .
- J. “Subscription” means Client’s access to CGI’s proprietary software through its hosted environment on an annual fee for service basis.
- K. “Withheld,” whether or not capitalized, means withheld, conditioned or delayed.

2. PROVISION OF ACCESS

- A. **General.** Client shall Access the CGI System only for Client's internal business purposes, not for resale or otherwise for the benefit of third parties.
- B. **Use of Third Party Suppliers.** Client acknowledges that CGI may obtain products and services used in providing the Access from, and otherwise delegate obligations hereunder to, its Affiliates or other third party suppliers. Unless specifically indicated otherwise, CGI shall nevertheless be responsible to Client for performance of the Access based on the use of such Affiliates or third party suppliers.
- C. **Right to Make Changes to the CGI System.** CGI may make any changes in the CGI System used in providing the Access that CGI determines in its sole discretion to be necessary or appropriate, including changes in facilities, computer hardware, systems and/or applications software, programming languages, data communications, and location of systems and service equipment. CGI will provide prior notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting Client's use of the CGI System.

3. CERTAIN CUSTOMER RESPONSIBILITIES

- A. **Client Data and Information.** Whenever CGI's provision of Access is dependent upon Client's furnishing CGI with a Managed Application, Client interfaces, connectivity, data, documents, information, materials or approvals, Client shall furnish such items in a timely fashion in a reasonable format specified by CGI, or such other format as mutually agreed by the parties in writing. Client is responsible for ensuring that all physical media that Client furnishes to CGI for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. Client is also responsible for the adequacy and accuracy of all data and information that Client furnishes to CGI and the results obtained therefrom. Client warrants that any Client-provided specifications or requirements around which Access is configured will be in compliance with applicable federal, state and local laws and regulations. Client warrants that it has acquired all necessary licenses and consents from third party vendors for those Client-provided items required for CGI to provide Access hereunder.
- B. **Access to and Use of CGI System.** Client agrees that use of the portion of the CGI System to which Access is given shall be (i) in compliance with the terms of the Contract Documents and federal, state and local laws and regulations and communications common carrier tariffs applicable to CGI, (ii) solely for Client's own internal use in receiving access to the Managed Applications, and (iii) for proper business purposes. Client will not disclose, download, decompile or re-engineer any Managed Application provided by CGI or its licensors and used in the Client's Access. As part of CGI's security measures, it may assign to Client one or more user or identification codes and associated passwords that will enable Client and its users to access the CGI System. Client agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its employees and, where permitted, its contractors. Client agrees to comply with any rules of operation and security procedures established by CGI for access to and use of the CGI System. Client agrees that neither it nor its employees or agents will attempt to gain or allow access to any data, files or programs of CGI to which they are not entitled under the Contract Documents, and that if such access is obtained Client will immediately report such access



to CGI, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. Client will be responsible for the actions of its employees, agents, and permitted contractors in connection with their access to and use or misuse of the CGI System.

- C. **Content.** Client warrants that (i) the Content does not and will not contain unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind and does not and will not violate any right of privacy or publicity, (ii) the Content transmitted during the term of this Agreement and the use of the CGI System pursuant to the Contract Documents will not encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws, codes, ordinances or regulations, and (iii) Client shall not attempt to gain unauthorized access to other computer systems, any application/service for which Client has not paid fees to use, or data and information belonging to others that is also hosted on the CGI System. Client warrants that it will not propagate computer worms, disabling codes or viruses or use the CGI System to make unauthorized entry into any other computer or machine.
- D. **Permission to Copy the Software.** Client may not copy the Software. Client agrees not to reverse engineer, decompile, disassemble or extract, as applicable, any ideas, algorithms or procedures from the Software or Documentation for any reason.
- E. **Third Party Access.** Should Client require access by third parties to the Software or CGI System for purposes of processing Client work in accordance with this Agreement, Client will obtain CGI's prior written approval and CGI will require execution of a separate third party access agreement to provide for adequate protection of the Software and CGI System.

4. PROPRIETARY RIGHTS

- A. **Ownership.** CGI (or its licensors or suppliers, as the case may be) will retain ownership of all components of the CGI System, excluding any Client-provided Managed Application (including those provided by Client's other contractors), and all intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Access, including any successors, updates, extensions, derivatives, translations or enhancements of any of the foregoing (in whole or in part, collectively referred to as the "CGI Materials"). Except as permitted by the Contract Documents or as CGI may agree in writing in advance, Client will not copy or use any CGI Materials in any way that is not authorized by the Contract Documents. Any permitted copies of the CGI Materials (including derivative works to the extent they incorporate or are based on any CGI Materials) made by or for Client are and will remain the property of CGI (or its licensors). Client will reproduce and include on any permitted copies of the CGI Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the CGI Materials.
- B. **Grant of Limited License to CGI.** Client hereby grants to CGI during the term of the Agreement a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use, in compliance with the Contract Documents and for the sole purpose of providing the Access for Client, the Client-provided Managed

Application(s), and any Content furnished to CGI by or on behalf of Client. As between CGI and Client, Client will retain ownership of all such Content.

- C. **Reservation of Rights.** CGI will not be prevented from using in its business any general ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, providing the Access.

5. NONDISCLOSURE

- A. **“Confidential Information”.** “Confidential Information” means non-public information belonging to or in the possession of a party that is confidential or a trade secret and is furnished or disclosed to the other party under the Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information also includes the CGI Materials, the CGI System, and the Client-provided Managed Application(s), whether or not marked as such.
- B. **Exclusions.** “Confidential Information” does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; (iv) is independently developed by the receiving party without reference to the furnishing party’s Confidential Information; or (v) is required to be disclosed under applicable securities, tax or other regulations.
- C. **Standard of Care.** “Confidential Information” will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the furnishing party’s Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to hold the furnishing party’s Confidential Information in strict confidence, affording the furnishing party’s Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party’s Confidential Information to personnel having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party’s Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; (v) not to sell, rent, lease, transfer, encumber, pledge, reproduce, transmit, modify, reverse engineer, compile, disassemble or otherwise use any Confidential Information of the disclosing party, in whole or in part, and (vi) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party’s Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.
- D. **Compelled Disclosure.** If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party’s Confidential Information, the receiving party will promptly notify the furnishing party. If

requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials disclosed.

- E. **Return or Destruction.** Upon termination or expiration of this Agreement, the receiving party, at the furnishing party's option, will return or certify as destroyed all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes.
- F. **Relief.** Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

6. WARRANTY DISCLAIMER

- A. CGI DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO CLIENT THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY CLIENT.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CGI DOES NOT WARRANT THAT ACCESS TO THE CGI SYSTEM WILL BE UNINTERRUPTED OR THAT THE RESULTS OF SUCH ACCESS WILL BE ERROR-FREE.

7. TERM AND TERMINATION

- A. **Term.** This Agreement will commence on the Effective Date and will continue for three (3) years or until terminated as provided for herein.
- B. **Termination for Cause.**
 - (1) In the event that either party breaches any of its material duties or obligations under this Agreement, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach (such time period not to be less than thirty (30) days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the Client may, having provided written notice of termination to the breaching party, terminate this Agreement in whole or in part, for cause, as of the date specified in the notice of termination
 - (2) In the event that this Agreement is terminated for cause in accordance with section (1) above, in addition to any legal remedies otherwise available by law or equity, the breaching party shall be responsible for all costs incurred by the non-breaching party in terminating this Agreement, including but not limited to,

administrative costs, reasonable attorneys' fees and court costs and in the case of Client, any reasonable additional costs the Client may incur to procure software access rights required by this Agreement from other sources. In the event this Contract is terminated for cause pursuant to this Section, and it is determined, for any reason, that there was no breach of contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Agreement for a termination for convenience.

- C. **Termination for Convenience.** The Client may direct CGI to terminate this Contract for the Client's convenience, in whole or part, if the Client determines that such a termination is in the Client's best interest. Reasons for such termination shall be left to the sole discretion of the Client and may include, but not necessarily be limited to (a) the Client no longer needs the Access specified in the Agreement, or (b) relocation of office, program changes, changes in laws, rules, or regulations make use of the Access no longer practical or feasible.
- D. **Non-Appropriation.**
- (a) CGI acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available by the State, the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to CGI. The State shall give CGI at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).
- (b) If funding for the Agreement is reduced by law, or funds to pay CGI for the agreed-to Access to be provided by CGI are not appropriated or otherwise made available by the State, the State may, upon thirty (30) days written notice to CGI, reduce the level of the Access in such manner and for such periods of time as the State may elect. The charges payable under this Agreement will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.
- (c) In the event the State so terminates this Agreement or reduces the level of Access to be provided by CGI pursuant to this Section, the State shall pay CGI for all Access provided through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available from the State. For the avoidance of doubt, this Section will not preclude CGI from reducing or stopping Access and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Access provided before the effective date of termination.
- E. **Transition Services.** In the event this Agreement is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, CGI agrees to comply with direction provided by the Client to assist in the orderly transition of Client's data to Client or a third party designated by the Client. In the event of termination or the expiration of this Agreement, CGI agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts shall be provided on a

time and materials basis at CGI's then current Professional Services Rates and shall include, but are not limited to, the following:

- (1) Personnel - CGI shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. CGI shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Agreement.
 - (2) Data. - During the transition period, CGI will provide Client a copy of Client's data in an agreed format, as required for the transition. CGI may provide additional transition services as mutually agreed between the parties. At the end of the transition period, Client will return to CGI any CGI Materials in Client's possession or control and cease all access to the CGI System.
- F. **Survival.** Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Document in which it is contained. The termination of any particular Statement of Work will not affect the parties' respective rights, duties and obligations under any other Statement of Work then in effect.

8. LIMITATION OF LIABILITY AND REMEDIES

- A. **Errors in Processed Data.** Client shall be solely responsible for reviewing the accuracy of any processing output provided by CGI prior to making use of such output, including responsibility for output reports. If any such results are inaccurate due to the fault of CGI, CGI's sole obligation shall be to reprocess the affected data at no additional charge to Client. If any such results are inaccurate due to the fault of Client, Client shall provide corrected data and CGI shall be paid by Client on a time and materials basis to reprocess the corrected data. CGI shall not be responsible or liable in any other manner for any such results (whether foreseen or unforeseen). If Client has not notified CGI in writing of any claimed errors in such results within ten (10) days after receiving them, such results shall be deemed to have been accepted by Client.
- B. **Loss of Client Data.** If Client data is lost, corrupted or destroyed while in the possession or control of CGI due to CGI's fault or negligence, CGI will use commercially reasonable efforts to reconstruct such data at CGI's expense provided any files, data, programs or other information that may be necessary to accomplish such reconstruction but which are not in CGI's possession or control are promptly furnished to CGI by Client upon request.
- C. **No Liability for Certain Damages.** In no event shall CGI be liable to Client, whether liability arises in contract, tort or otherwise, for any direct, consequential, indirect or special damages, regardless of whether it has been advised of the possibility of such damages, including but not limited to loss of revenue or profits, failure to realize expected savings, or any damages claimed by a third party.
- D. **Excusable Failure.** In no event will either party be liable for any damages caused by the failure of the other party to perform its responsibilities. Neither party will be liable to the other party for any delays or failure to perform as a result of circumstances beyond its reasonable control or for any force majeure event.
- E. **Acknowledgment.** Each party acknowledges and agrees that the limitations of liability set forth in this Section 8 are reasonable, that the pricing set forth in the Subcontract

reflects this allocation of risk, and that the parties would not have entered into the Contract Documents in the absence of such limitations of liability. The limitations of liability set forth in this Section 10 will survive notwithstanding the failure of any exclusive remedy under the Contract Documents.

- F. **Exclusions from Limitations.** The foregoing limitations do not apply to any claims by either party for reimbursement under Section 7.
- G. **Savings Clause.** The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

9. LAW AND DISPUTES

- A. **Governing Law.** The Contract Documents will be governed by the laws of the State of Michigan, without regard to any provision of Michigan law that would require or permit the application of the substantive law of any other jurisdiction.
- B. **Export Control.** Both CGI and Client agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Contract Documents is exported or re-exported directly or indirectly in violation of law.
- C. **Dispute Resolution.** If the parties are unable to resolve any disputes, the parties shall meet for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
 - (1) The representatives of CGI and the Client shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Agreement will be honored in order that each of the parties may be fully advised of the other's position.
 - (3) The specific format for the discussions will be left to the discretion of the parties' designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (4) Following the completion of this process within sixty (60) calendar days, Client, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered Client's final action and the exhaustion of administrative remedies.

This Section 9.C will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to Section 9.D.

- D. The only circumstance in which disputes between CGI and the Client will not be subject to the provisions of Section 9.C is where a party makes a good faith determination that a breach of the terms of the Agreement by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.



E. **Limitation of Actions.** No proceeding, regardless of form, arising out of or related to the Contract Documents may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

10. **GENERAL**

A. **Nonexclusive Agreement.** This Agreement does not grant to CGI any exclusive rights to do business with Client. Client may contract with other suppliers for the procurement of comparable access. Likewise, nothing in the Contract Documents will prevent CGI from marketing, developing, using and performing for others services similar to or competitive with the access furnished to Client.

B. **Notices.** Any legal notice or other communication required or permitted to be made or given by either party pursuant to the Contract Documents will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this Section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this Section.

In the case of Client:	with a copy of legal notices to:
Michigan Dept. of Information Technology Agency Services, MSHDA Support 7285 Parsons Dr, ISC Lansing, MI 48913 Attn: Rick Kroeg Fax: _____	_____ _____ _____ Attn: _____ Fax: _____
In the case of CGI:	with a copy of legal notices to:
CGI Technologies and Solutions Inc. 1001 Lakeside Avenue, Suite 800 Cleveland, OH 44114 Attn: Michael Ashbrook Fax: _____	CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, VA 22030 Attn: Office of General Counsel Fax: (703) 267-7288

C. **Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.

D. **Assignment.** Except as otherwise permitted in this Agreement, neither party may assign or otherwise transfer the Contract Documents, or such party's rights or obligations thereunder, without the prior written consent of the other party, which consent will not be

unreasonably withheld. Any purported assignment in violation of the preceding sentence will be void; provided, however, that either party may assign or transfer the Contract Documents and its rights and obligations thereunder, without the prior written consent of the other party, to an Affiliate, successor by merger or to an acquirer of all or substantially all of its business, stock or assets. The Contract Documents will be binding upon the parties' respective successors and permitted assigns.

- E. **Integration**. The Contract Documents constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in Client's purchase orders, acknowledgments, shipping instructions or other forms, or in CGI's invoices, that are inconsistent with or different from the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.
- F. **Severability**. The provisions of the Contract Documents will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract Documents, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- G. **Publicity**. Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, CGI may include Client's name on CGI's client list and may describe briefly, and in general terms, the nature of the work performed by CGI for Client.
- H. **No Waiver**. Except as otherwise permitted in this Agreement, no failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.
- I. **Third Party Beneficiaries**. There are no intended third party beneficiaries of any provision of the Contract Documents.
- J. **UCITA**. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) as enacted under Va. Code Ann. §59.1-501.1 et seq., or as set forth in any other Virginia or other statute of any state, or as may be amended or modified, applicable as of the effective date of this Agreement or thereafter, shall not apply to this Agreement.
- K. **Exhibits**. The following Exhibit referred to in this Agreement and attached hereto is made a part of this Agreement as if fully set out in its text:
 - (1) Exhibit A: Managed Applications
- L. **Counterparts**. The Contract Documents may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of the Contract Documents made by reliable means shall be considered an original.



Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)

Michigan State Housing Authority (Client)

By: 

Name: Marybeth Carragher

Title: Vice President, Consulting

By: 

Name: DALE REIF

Title: BUYER MANAGER



EXHIBIT A
Managed Applications

CGI will provide:

1. Access to CGI's Commercial Off The Shelf (COTS) package CATS ("CATS") that provides an integrated solution for Performance-Based Contract Administration ("PBCA") and access to other applications made available on application hosting environment; and