



ADD-ON ORDER DOCUMENT RECURRING SOFTWARE SERVICES

This Order Document incorporates by reference and is governed by the terms and conditions of the Order Document dated **Jun 1, 2019** between MRI and Client and the Master Agreement, the SaaS Services Schedule, the Limited Software License Maintenance and Support Schedule, and the Professional Services Schedule incorporated therein (collectively, the "Agreement"), and this Order Document is effective as of **Apr 1, 2024** (the "**Effective Date**"). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document unless signed prior to that date.

Brazoria County Housing Authority ("Client")
1524 E. Mulberry, Suite 162
Angleton TX 77515

MRI Software LLC ("MRI")
28925 Fountain Parkway,
Solon, OH 44139

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ADDITIONAL SAAS SERVICES			
Products	License Metric	Additional Quantity	Territory
Happy			
HQS Mobile Inspections for iPad	Instance	1.00	North America

PAYMENT TERMS
<ul style="list-style-type: none"> The additional Fees for the above Services and corresponding License Metric Quantity are USD 2400.00 annually, payable Annual, payable in USD Net 30. <p>The Services fees are subject to the terms and conditions of the Agreement, including, without limitation, footnotes (1) and (2) as well as the Initial Term and any Renewal Term(s) of the Order Document with an effective date of 06/01/2019. The first invoice for such additional Fees shall be pro-rated to align with the Client's current invoice term. Thereafter, the above listed additional Fees shall be renewed, billed, payable, and subject to any increases in conjunction with the Client's current Fees.</p>

LICENSE METRICS AND USE RIGHTS DEFINITIONS
<p>Definitions: The following definitions shall apply to the interpretation of this Order Document. If a definition is listed here and not listed within the foregoing tables or in additional Order Documents executed between the Parties, then that definition shall be disregarded.</p> <p>Use Rights: The license to use the SaaS Service is priced based on Client's License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. The cost for these additional licenses will be at MRI's then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are</p>



REAL ESTATE SOFTWARE

based on quantity purchased, not Usage.

Self-Certification: Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by June 1st of each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.

CONFIDENTIAL

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #1138648

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the governing Contract (“Agreement”) dated June 1, 2019 between **HAPPY Software of MRI Software LLC** (“MRI”) and **Brazoria County Housing Authority** (“Client”) and is effective as of **March 18, 2024** (“Effective Date”).

Client Name: **Brazoria County Housing Authority**

Date: **March 18, 2024**

PROJECT SCOPE AND SUMMARY

Client is engaging MRI Software (“MRI”) to deliver services associated with the following:

HQS Mobile Inspections Module

- Project Management
 - iPad Installation
 - Assistance with setup and configuration of module
 - Sync testing with Housing Pro network
- Internet Training
 - Review how to use the App to log inspection results
 - Learn how to download inspections to the iPad and upload the results to Housing Pro

Out of Scope

- This quote does not include hardware, data conversion, or custom programming services.
- No data entry or updating of standard comments will be done by trainers.

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources or provide any targeted start and end dates for project, the following must be in place.
 - 1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
 - 1.2. Statement of Work has been signed by the Client and returned to MRI.
2. iPads meet the Hardware and Network Requirements and have basic setup completed prior to trainer’s arrival.

PROJECT SERVICE DELIVERABLES

1. MRI has endeavored to provide the most accurate estimates for each deliverable and activity based on the scope and budgetary information provided by the Client. All estimates at this stage in the project are subject to change.
2. The project timescales for this project and related deliverables must be formally communicated and agreed upon by MRI and the Client.
3. MRI maintains a backlog of project work; therefore the start date for this project will be subject to MRI availability at the time this Statement of Work is executed. Should you have any questions regarding expected backlog for this project, please contact MRI at implementation@happysoftware.com.



Statement of Work – Work Authorization



PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Training and documentation will be provided in English only.
3. Users are familiar with iPad's and their basic functionality.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work ("SOW") may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by either party's Project Manager(s) or project representative(s) "prior" to amending the SOW and implementing the change.
2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request ("PCR") which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party's designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

GENERAL ASSUMPTIONS

1. Once the Statement of Work is executed, the assigned MRI Consultant(s) will be scheduled with project personnel at a mutually agreeable timetable.
2. Efforts around change management, business process reengineering, or project management of Client resources is considered out of scope.
3. Mutually agreed changes to specifications, whether before, during or after MRI's performance will be handled by processing a Project Change Request.
4. MRI reserves the right to charge Client a cancellation fee in accordance with the Agreement, if applicable.
5. Client shall make reasonable business efforts to deliver a stable network and computing environment prior to any services engagement.
6. Client and MRI will work together to resolve all issues related to the project in a timely fashion.
7. Client and MRI will communicate any changes in schedule, availability of project personnel, hardware, software, resources or facilities related to the project within a reasonable timeframe in advance of scheduled engagements.
8. Services on this SOW will be effective for up to six months after signing. If the Project is delayed beyond that, a new SOW may be necessary.
9. Client will manage the availability of appropriate personnel for knowledge transfer as well as decision-making and escalation of decisions.
10. The project team may adjust the master project plan based on real world findings and the Client's ability to secure required resources.
11. Location of work will be remote only except where specified.

PRICING ASSUMPTIONS

The professional services fee estimates are for MRI resources (or affiliates). Client understands that professional services fees are due as incurred and are billed on a monthly basis at month end. Client agrees to pay invoices in accordance with invoice terms. Failure to pay invoices will be handled in accordance with MRI collections policy.

Statement of Work – Work Authorization



1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.
5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.

PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Project Management	\$190	4 hours	Fixed fee	\$760
Installation	\$200	2 hours	Fixed fee	\$400
Internet Training	\$225	1 hour	Fixed fee	\$225
MRI Services Total				\$1,425

AGREEMENT TO COMMENCE WORK:

With my signature below and on behalf of Client, Client hereby, (i) acknowledges that this entire Statement of Work (all pages) accurately documents the terms of the work agreed upon by Client and MRI; (ii) approves this Statement of Work as issued; (iii) gives approval for commencement of work as specified herein; and (iv) acknowledges that these terms are subject to change in accordance with any modification to the scope of work.

Brazoria County Housing Authority

* Signature: _____

* Name: _____

* Date: _____

* Indicates required field