

# Yardi Rent Relief SaaS Agreement

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

Hidalgo County Texas (“Client”)  
100 N Closner Blvd  
Edinburg, TX 78539

enter into this agreement including any schedules, exhibits or other attachments (this “Agreement”) effective as of the date of last party signature on this Agreement (the “Effective Date”).

Yardi has developed Yardi Rent Relief software (referred to below as Yardi “Rent Relief” or the “Software”) to help Yardi clients administer governmental COVID-19 rental assistance programs. Yardi Rent Relief software is available in the Yardi Cloud (defined below). Client desires to access the Yardi Cloud to use Yardi Rent Relief software pursuant to this Agreement’s terms.

Further, Yardi offers case management and customer support call services for administering rental assistance programs. Client desires to engage Yardi to perform such services pursuant to this Agreement’s terms.

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

1. **License**

Yardi licenses the Software for the purpose of administering Client’s rental assistance program, and grants Client a non-exclusive, non-transferable (except as expressly permitted), limited license to access and use the Software subject to the terms of this Agreement. Client agrees to only use Software and its features, products and services for their intended purpose. Client’s non-profit partners, tenants, and landlords will access portals to the Software under terms of use on the Rent Relief website.

The Yardi Rent Relief Payment services that can be used through the Software are subject to the Payment Processing terms located at <https://resources.yardi.com/legal/payment-processing/rent-relief> and incorporated into this Agreement. To use the Rent Relief Payment services, the Yardi Know-Your-Client (KYC) team will contact you directly to gather some basic information about your entity or organization. This required information typically takes less than 10 minutes to provide and is used solely for Anti-Money Laundering (“AML”) and related compliance purposes. After successfully completing KYC, the Rent Relief Payment services will be configured and made available.

2. **Access**

Yardi will use commercially reasonable efforts to keep the Yardi network including servers owned, leased and maintained by Yardi (sometimes called the “Yardi Cloud”) up and running 24-hours a day, seven days a week, excluding down-time for maintenance, repairs, and other necessary activities.

3. **Term**

The initial term of the Agreement shall commence on the Effective Date and continue for one year (the “Initial Term”). If Client continues to use the Software beyond the Initial Term, a new one-year term (a subsequent “Term”) will automatically begin, and if Client continues to use the Software beyond a subsequent Term, another Term will begin.

4. **Fees**

The total Yardi Fees shall not exceed 5% of the total amount of funds allocated to Client for the rental assistance program.

5. **Pricing and Payment Terms for Software License; Training and Support**

The pricing and payment terms for the Yardi Rent Relief Software license are set forth in Schedule A (Fee Schedule for Software License). Yardi will provide the Software support and training set forth in Schedule A (Fee Schedule for Software License).

6. **Services; Pricing and Payment Terms for Services**

Yardi and/or its subcontractors will provide the consulting and case management services set forth on Schedule B (Statement of Work and Fee Schedule for Services). The pricing and payment terms for such services are detailed in Schedule B (Statement of Work and Fee Schedule for Services).

7. **Right to Terminate and Survival**

- a. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach with-in 30 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 30 days, the breaching party fails to initiate cure within 30 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 5(a) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.
- b. **Effect of Termination.** Upon the effective date of this Agreement’s termination or expiration: (i) the license for the Software will terminate; (ii) Client will cease Use of the Yardi Cloud, and Software; (iii) Client’s access to the Yardi Cloud and Software will be disabled; and (iv) Client shall pay any undisputed fees to Yardi.
- c. **Failure to Pay.** Client’s failure to timely pay any undisputed fee when due is a material breach subject to the terms of section 5(a) (Termination for Cause). Additionally, undisputed fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is less.
- d. **Survival.** The parties’ obligations under Sections 5, 6, 9(c), 10-20 shall survive this Agreement’s termination or expiration.

8. **Designated Users**

“Designated User” means a Client employee or contractor, or a Client affiliate employee or contractor, designated by Client to access and use the Software. Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Each Designated User must have a unique password. Client shall inform each Designated User of this Agreement’s terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

9. **Data Ownership, Data Protection, Limited Liability**

- a. **Data Ownership.** Data related to any applicants or rental properties that Client has entered into the Software is hosted by Yardi in the Yardi Cloud at no additional cost to Client, but this data does not belong to Yardi. Subject to the Agreement, Client may copy, delete and export this data at any time using the standard tools available with the Software.
- b. **Data Protection.** Yardi takes the protection of highly sensitive tenant data in the Yardi Cloud seriously. Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions. “**Client Data**” means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Software pursuant to this Agreement.
- c. **LIMITED LIABILITY FOR UNAUTHORIZED CLIENT DATA ACCESS.** Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(c) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

10. **Confidentiality**

- a. **Protecting Confidential Information. “Confidential Information”** means Client Data, and all Yardi data including but not limited to all data and information that is patented, copyrighted, constitutes a trade secret, or any other information of any kind that belongs to Yardi. Client and Yardi agree not to disclose the other’s Confidential Information to any unauthorized third party, except as described below or as expressly permitted by the Agreement.
- b. **Protection Exceptions.** The parties’ obligations to protect Confidential Information do not apply if the information: (1) is by definition not confidential; (2) is no longer confidential (through no fault of the party that would like to disclose it); (3) was obtained by or already in the possession of the party that wants to disclose it, provided it was obtained properly and without violating the Agreement or any prior existing obligation to keep it confidential; or (4) was independently developed (without having used, referred to, or relied on the other party’s Confidential Information) by the party that wants to disclose it. A Confidential Information disclosure by the receiving party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the receiving party or a waiver of confidentiality for other purposes; provided, however, the receiving party shall provide prompt prior written notice of any such Confidential Information disclosure to the disclosing party (to the extent allowed by applicable law) to enable the disclosing party to seek a protective order or otherwise prevent such disclosure.
- c. **Ownership and Return of Confidential Information.** The disclosing party’s Confidential Information is and shall remain the disclosing party’s property, and this Agreement does not grant or imply any license or other rights to the disclosing party’s Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the disclosing party’s request, the receiving party will promptly either (at the disclosing party’s election) destroy or deliver to the disclosing party all Confidential Information furnished to the receiving party, and the receiving party agrees to provide a written officer’s certification of the receiving party’s compliance with the foregoing obligation.

11. **LIMITED WARRANTY, DISCLAIMERS, WAIVERS, REMEDIES, LIABILITY LIMITATIONS, AND INDEMNIFICATION**

- a. **Limited Software Warranty and Client’s Remedies for Breach.** Yardi warrants that the Software does not infringe on or misappropriate any third-party proprietary information, trademark, copyright, patent rights, intellectual property rights, or trade secrets. Any damages for a breach of this Limited Software Warranty by Yardi are strictly limited by the Agreement.
- b. **Warranty Disclaimer.** Except as expressly set forth in the “Limited Software Warranty,” Yardi disclaims to the fullest extent allowed under applicable law all express, implied and statutory warranties with regard to the software, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or that the software will meet client’s specific software, technical, property management, or any other requirements or expectations.
- c. **Damages Waiver.** Notwithstanding any other terms, and to the fullest extent allowed by applicable law, Yardi disclaims all obligations and liabilities for special, indirect, incidental, exemplary, punitive and consequential damages, attorneys’ fees, experts’ fees, and court costs (even if Yardi has been advised of the possibility of these damages), arising from or in connection with client’s license and use of the software and any additional features, products or services, and any of the terms of the agreement.
- d. **Other Liability Limitations and Client’s Remedies.** In addition to (and not in place of) all other limitations set forth in the agreement, and to the fullest extent allowed by applicable law, client agrees that Yardi shall have no liability whatsoever for claims or causes of action arising out of or connected with client’s license and use of the Software and any additional features, products or services, except where such claims or causes of action were caused solely by Yardi and were due to Yardi’s willful misconduct, and in such an event Yardi’s maximum liability to Client, regardless of the amount of loss client may claim or have suffered, shall be limited to a refund of the fees client actually paid to Yardi in the 12 months immediately prior to the date Client first notifies Yardi of Client’s claim or cause of action, and this refund is Client’s sole and exclusive remedy under the agreement.
- e. **Yardi Indemnity.** Yardi agrees to defend, indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client’s Use of the Yardi Cloud and Software in accordance with this Agreement’s terms infringes on a third party’s proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party’s trade secrets. Yardi’s defense and indemnification obligations per section 10(e) (Yardi Indemnity) are conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client’s choice and at its expense; and (iii) Client’s reasonable cooperation with Yardi in the defense and settlement of the claim.

12. **Disputes.** In the event of a dispute arising out of or related to the Agreement or Client’s use of the Software, Client and Yardi will use commercially reasonable efforts, in good faith, to informally resolve the dispute. These efforts shall be confidential and protected under applicable law as compromise and settlement negotiations. If after 30 calendar days of good faith negotiations the parties are unable to reach a mutually satisfactory resolution, either party may pursue its rights and remedies under applicable law.

13. **Assignment.** The Agreement and Client’s access to the Software cannot be assigned by Client for any reason without the prior, express, written consent of Yardi, which Yardi may withhold in its sole discretion for any reason. Any attempted or purported assignment without the prior, express, written consent of Yardi is void. The Agreement is binding on and inure to the benefit of both Client and Yardi and their respective, authorized assigns, successors, and legal representatives.

14. **Governing Law and Venue.** The Agreement is governed and determined by the laws of the State of Texas, without any regard to conflicts of laws rules or regulations. Any action or proceeding related to or arising out of the Agreement shall be resolved only in a court of competent jurisdiction in

the City of Edinburg, Texas (or, if there is no court of competent jurisdiction in the City of Edinburg, Texas, then the court of competent jurisdiction closest to the City of Edinburg, Texas), and Client and Yardi expressly consent to the personal jurisdiction of such courts and waive any right to cause any action or proceeding to be brought or tried elsewhere.

- 15. **Waiver.** If Client or Yardi waive any breach of the Agreement by the other party, that waiver shall not be construed as a waiver of any subsequent breach of the same or similar nature, or any other breach of any kind.
- 16. **Severability.** If a court or other body of competent jurisdiction determines that any part of the Agreement is unenforceable, Client and Yardi expressly acknowledge and agree that all other parts of the Agreement unaffected by that determination shall remain valid and enforceable.
- 17. **Data Use.** Yardi may aggregate, compile, and use any data in the Software to create, offer, improve, develop or enhance the Software and any other Yardi products, features or services. By aggregating any such data, Yardi will not preserve it in a form that can be traced back to Client or any individual applicant or tenant.
- 18. **Entire Agreement.** The Agreement constitutes the final, complete, and exclusive agreement between Client and Yardi pertaining to the subject matter in the Agreement, and expressly replace and supersede other prior understandings or agreements, if any, and in any form. Client and Yardi also acknowledge and agree that neither has been induced to enter into the Agreement by or because of any representations, warranties, or otherwise that are not set forth in the Agreement, as may be modified from time to time.
- 19. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties.
- 20. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

Having read and understood its terms, the duly authorized representatives of the parties executed this Agreement effective as of the Effective Date.

**HIDALGO COUNTY TEXAS (“Client”)**

**YARDI SYSTEMS, INC. (“Yardi”)**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Rev. 03042021

SCHEDULE A

Fee Schedule for Software License

Yardi Pin #: 100100482

Yardi Order #: 274172

Monthly Fees

License	Price
Yardi Rent Relief (Application)	\$10.00 per application completed
Yardi Rent Relief (Payment)	\$10.00 per payment made

One-Time Fees

Service	UOM	Count	\$/UOM	One-Time Fee
Yardi Rent Relief- Configuration, Training and Support	each	1	\$30,000.00	\$30,000.00
Sales Tax				as applicable
<b>Total Due</b>				<b>\$30,000.00</b>

Additional Terms

**PAYMENT TERMS (excluding applicable taxes):** 100% of Total Due payable 30 days from execution. Yardi Rent Relief Monthly Fees shall be billed monthly in arrears based on the number of applications completed and payments made for Yardi Rent Relief and Client shall pay such Fees within 30 days from receipt of invoice.

For the avoidance of doubt, an application will be deemed completed if a case is created for processing the application.

For the avoidance of doubt, a payment will be deemed made when the payment leaves the Yardi Rent Relief system.

## SCHEDULE B

### Statement of Work and Fee Schedule for Services

Monthly Fees	
License	Price
Yardi Rent Relief (Case Management)	\$60.00 per case processed
Yardi Rent Relief (Customer Service)	\$20.00 per case

#### Additional Terms

**PAYMENT TERMS (excluding applicable taxes):** Yardi Rent Relief Services Fees shall be billed monthly in arrears based on the number of cases processed and customer service calls received. Client shall pay such Fees within 30 days from Client's receipt of payment under the Primary Contract.

For the avoidance of doubt, Case Management includes case review, reporting, and validation as outlined under "Case Management Services" below.

For the avoidance of doubt, Customer Service includes call center service for tenants, landlords, and nonprofits as outlined under "Call Center Services" below. This service only answers questions related to use of the portals; it does not enter or substantively review applications on behalf of tenants.

#### Description of Services

##### Customer Support (Call Center)

Support for Client's tenants, landlords, and nonprofits is available via Yardi's call center. Yardi will publish a toll-free number for this service; it will only answer questions related to use of the Software portal. Yardi will provide upon request daily statistics related to call center activities, such as the number and types of calls received, average hold times, and numbers of issues resolved.

##### Case Management Services

Client, as an Emergency Rental Assistance eligible grantee, and Yardi, as a third-party administrator authorized by Client, will jointly develop Rent Relief ("RR") policies and procedures to distribute financial assistance for rent and rental arrears and utilities and home energy costs and utility and home energy costs arrears to eligible households under Client's purview. This includes the joint development and approval by Client of process flow diagrams, policies and procedures, and other documents and instructions reasonably necessary to provide the RR Case Management Services ("CMS").

Client shall, at its own expense:

- Define (as applicable) the federal, state, and local conditions that residential households and landlords under Client's purview must meet to satisfy eligibility requirements for Emergency Rental Assistance.
- Define (as applicable) the federal, state, and local priority consideration criteria that apply to residential households and landlords under Client's purview who apply for Emergency Rental Assistance.
- Upon notice from Yardi, promptly modify any Client-defined consideration criteria or conditions, or priority consideration criteria, that the CMS process cannot support.
- Cooperate with Yardi to restrict RR CMS access to applicant households under Client's purview.
- Be and remain an eligible grantee during the duration of the RR CMS.
- Comply with all laws, rules, and regulations applicable to eligible grantees.
- Independently process applications from households and landlords that are returned to Client by Yardi because Yardi could not reasonably determine whether the Client's conditions for eligibility were met.
- Engage with local nonprofits and external stakeholder to streamline community outreach and local marketing.
- Provide appropriate messaging for Yardi to deliver to all households and landlords who are deemed eligible and who are returned to Client because Yardi could not reasonably determine whether the Client's conditions for eligibility were met.
- Promptly notify Yardi of any changes, problems, issues or concerns that arise in connection with the RR CMS.

Yardi will, as part of the RR CMS:

- Promptly notify Client if the CMS process cannot reasonably support the Client-defined consideration criteria and conditions or priority consideration criteria.
- Review applications from households and landlords (Applicants) to determine whether the Client's conditions for eligibility can be reasonably determined.
- Work directly with Applicants to rectify missing or incomplete information.
- Provide Client with reasonably requested Key Performance Indicator (KPI) reports and other reasonably frequent metrics regarding the number of applications: submitted, under review, approved, and returned to Client.
- Conduct ongoing quality assurance reviews to provide performance monitoring of application review and eligibility determination processes.
- Complete necessary steps for the disbursement of funds upon receipt from Client payment authorization.
- Maintain or provide to Client information reasonably designed to permit third-party oversight (e.g., U.S. Treasury Department, federal or state inspector general) of the distribution of funds in connection with the RR CMS.