

PROFESSIONAL SERVICES AGREEMENT
Speridian Technologies, LLC

This Services Agreement ("Agreement") is entered into on February ____, 2017 by and between the Nevada Affordable Housing Assistance Corporation, a Nevada nonprofit corporation ("*NAHAC*") and Speridian Technologies, LLC ("*Speridian*").

1. Definitions.

- 1.1. "NAHAC" means Nevada Affordable Housing Assistance Corporation
- 1.2. "Speridian" means Speridian Technologies, LLC.
- 1.3. "Contract Fee(s)" means amounts to be paid by NAHAC to Speridian as set forth in the attached Exhibit A (Statement of Work) for Contract Services performed by Speridian hereunder. The Fees shall be net of any and all taxes, withholdings, duties, customs, social contributions or other reductions imposed by any and all authorities which are required to be withheld or collected by NAHAC or Speridian, including ad valorem, sales, gross receipts or similar taxes, but excluding US income taxes based upon Speridian's net taxable income.
- 1.4. "Contract Services" means Speridian services to be provided by Speridian to NAHAC as described in the attached Exhibit A (Statement of Work).
- 1.5. "Statement of Work" means the document labeled as Exhibit A, attached hereto and made part of this Agreement, which describes the Contract Services to be performed by Speridian and Compensation to be paid by NAHAC for Contract Services.
- 1.6. "Work Product" means any and all products, whether in the form of computer code, documentation, reports, notes, or any other form, that is the tangible result of the performance of Contract Services.
- 1.7. "Base Code" means the version of the CalHFA Mortgage Assistance Corporation CMAC System implementation source code received from CalHFA Mortgage Assistance Corporation as of said source code exists on the effective date of this Agreement.

2. Recitals.

- 2.1. NAHAC is the "Eligible Entity" pursuant to the HFA Participation Agreement, as same may have been amended and may be further amended from time to time (hereinafter "HFA") entered into by the United States Department of Treasury ("Treasury"), the Nevada Housing Division and NAHAC for the purpose of providing foreclosure prevention services,

implementing the Hardest Hit Funds Program® (“Hardest Hit Fund”) in the State of Nevada.

- 2.2. The purpose of the Hardest Hit Fund is to prevent and mitigate residential foreclosures and stabilize the housing market by assisting homeowners through a number of mortgage assistance programs designed to accomplish its goals.
- 2.3. NAHAC has an obligation to engage only "qualified vendors" to provide and perform services under the HFA entered into with Treasury as the same is amended from time to time.
- 2.4. Any payment made under or pursuant to an agreement for services entered into by NAHAC, including this Agreement, involves Federal Funding that originated under the Hardest Hit Fund. The receipt of any payment pursuant to the terms of this Agreement imposes certain responsibilities and obligations on such recipient.
- 2.5. NAHAC desires to obtain services for the development of an automated computer system known as the Nevada Mortgage Assistance System (NMAS) which will assist NAHAC in reaching its program goals and objectives.
- 2.6. NAHAC desires to employ Speridian to perform the services described within the attached Statement of Work.

NOW THEREFORE, in consideration of the premises and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, NAHAC and Speridian agree as follows:

AGREEMENT

3. Status of Speridian.

- 3.1. Speridian will be at all times an independent contractor and not an agent or employee of NAHAC. As used herein, the term "independent contractor" means Speridian, and any personnel provided by Speridian, who will render the Contract Services specified herein for the specified compensation and who will be deemed to be under the control of NAHAC as to the results of their work and not as to the means by which such results are accomplished.
- 3.2. Speridian shall not have authority to, and shall not, bind NAHAC into any contract or agreement with any third party unless expressly authorized to do so in writing by NAHAC. It is not the intent of the parties to create, nor shall this Agreement be construed as creating, a partnership, joint venture, employment relationship, agency relationship, or association, or to render the parties liable as partners, co-venturers, or principals.
- 3.3. In the event that Speridian is determined to be an employee of NAHAC by any federal, state, or local court, governmental agency, instrumentality, or body, or by a third party, Speridian waives any right to recover any type of employee benefits from NAHAC for the period during which Speridian was determined to have been erroneously treated as an employee.
- 3.4. Any and all personnel retained, hired, engaged, or provided by Speridian will be independent contractors for, or employees of, Speridian and not employees of NAHAC for any purpose whatsoever. All such personnel will be under Speridian's exclusive supervision, direction, and control, and will be compensated by Speridian in Speridian's name and at its expense. Speridian will carry worker's compensation insurance covering all personnel who may be employed by Speridian from time to time for any purpose connected with Speridian's performance hereunder.
- 3.5. Neither Speridian nor its employees or contractors will be eligible to participate in any employee-benefit programs maintained by NAHAC. Speridian acknowledges that NAHAC will not provide retirement benefits, social security, unemployment compensation, director's and officer's liability insurance, disability insurance, worker's compensation insurance or similar coverage, health insurance or any other benefits to Speridian or its employees and/or contractors.
- 3.6. Speridian and its employees and contractors will at all times be IRS 1099 Independent Contractors for all purposes.

4. **Speridian's Obligations.**

- 4.1. **Contract Services.** NAHAC hereby appoints Speridian and Speridian hereby accepts such appointment as an independent contractor to provide Contract Services as set forth in the Statement of Work, and as amended from time to time by any Amendments to the Statement of Work as mutually agreed upon by both NAHAC and Speridian. As a Contractor with respect to the Contract Services and any Amendment thereto, Speridian shall confer fully, freely and regularly with NAHAC in the performance of Speridian's duties and responsibilities. Speridian shall perform all Contract Services in compliance with all applicable laws and regulations and shall ensure that Speridian's employees and/or contractors do so. NAHAC will reasonably cooperate with Speridian in connection with the performance of the Contract Services provided by Speridian
- 4.2. **Work on NAHAC Premises.** To the extent that Speridian performs the Contract Services on NAHAC's premises, Speridian, and its employees and agents, will obey all reasonable instructions and directions issued by NAHAC.
- 4.3. **Speridian Personnel.** The parties agree that the contract personnel shown on the Statement of Work are essential to performing the Contract Services. Speridian will attempt not to change the personnel assigned to perform the Contract Services. Should Speridian propose a change in personnel that is not acceptable to NAHAC, then NAHAC has the right to terminate this Agreement upon ten (10) business days' written notice and on payment to Speridian of all Contracts Fees accrued as of the date of termination.
- 4.4. **Progress Reports and Meetings.** Speridian agrees to: (a) provide NAHAC with weekly written progress reports, setting forth the status of the Contract Services in a format to be mutually agreed upon by the parties; and (b) participate in weekly meetings to review the progress of the Contract Services.

5. **NAHAC's Obligations.**

- 5.1. **Programs, Data and Documentation.** NAHAC agrees to make available to Speridian, upon reasonable notice, the Base Code, computer programs, data, and documentation required by Speridian to complete the Contract Services.
- 5.2. **Equipment and Office Facilities.** To the extent that the Contract Services are to be performed on NAHAC's premises, NAHAC agrees to provide Speridian with the equipment and office facilities necessary for performance of the Contract Services.

6. **Payment.**

- 6.1. **Payment for Contract Services.** Speridian will be paid by NAHAC for the Contract Services pursuant to the Compensation Schedule as set forth in the Statement of Work. The Contract Fee specified in the Statement of Work represents the total fees and charges for the Contract Services and will not be increased during the term of this Agreement except pursuant to a mutually agreed upon and written Amendment to the Statement of Work as outlined in Section 8.1.
- 6.2. **Payment for Additional Services.** NAHAC agrees to pay Speridian any and all additional fees set forth in a properly completed and executed Amendment to the Statement of Work as outlined in Section 8.1.
- 6.3. **Expense Reimbursement.** In addition to the Contract Fee, NAHAC agrees to pay Speridian the commercially reasonable out-of-pocket expenses incurred by Speridian in performance of the Contract Services. Speridian out-of-pocket expenses shall **not** include room, board or transportation expenses for Speridian personnel and/or contractors providing Contract Services as a part of this Agreement and as outlined in the attached Statement of Work. Speridian shall obtain the written approval of NAHAC before incurring expenses in excess of One Hundred Dollars (\$100.00). As a condition for Speridian's expense reimbursement, Speridian shall submit to NAHAC a reimbursement request, with commercially reasonable evidence that the amounts involved were expended and related to Contract Services provided under this Agreement. If NAHAC instructs Speridian not to incur a particular expense or expenses prior to the expense being incurred, Speridian shall not include such expense in the reimbursement request without NAHAC's prior approval.
- 6.4. **Billings.** Speridian shall invoice NAHAC for the Contract Services performed and accepted for the just ended calendar month pursuant to the terms and conditions provided for in this Agreement. Speridian may submit one (1) invoice per month. Each invoice must be accompanied with an activity sheet documenting the name of the person(s) providing the Contract Services, and, for each day, provide the date, description of work performed and the hours of Contract Services provided.
- 6.5. **Time of Payment and Detailed Invoices.** Unless otherwise agreed to in writing, NAHAC will not make any advance payments under this Agreement, including any payments for the Contract Services or any part thereof. All payments due hereunder to Speridian will be made within fifteen (15) business days after NAHAC's receipt of an itemized invoice therefor, with the amounts invoiced subject to NAHAC's right to withhold any amounts in accordance with Section 6.6. Speridian shall provide invoices in accordance with NAHAC's accounting policies and procedures approved by Speridian.

6.6. **Retention.** Notwithstanding any other provision herein, if, within fifteen (15) business days after receipt of an invoice, NAHAC notifies Speridian of NAHAC's good faith disagreement with any or all amounts invoiced therein, NAHAC may withhold payment of such disputed amount, without penalty. NAHAC shall otherwise timely pay the entire undisputed portion of the amount due and owing to Speridian in accordance with the terms of such invoice. NAHAC and Speridian shall negotiate in good faith to resolve their disagreement as to the disputed amount of the invoice in a timely manner. Upon agreement, as to the status of any disputed amount, NAHAC shall pay such resolved amounts to Speridian within thirty (30) days of the date of resolution.

7. Non-Discrimination.

7.1. During the performance of the Contract Services, Speridian and its contractors shall not unlawfully discriminate, harass or allow harassment, against any person because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, familial status, disability (including HIV and AIDS), genetic information, citizenship, primary language, immigration status, or any other basis prohibited by applicable state or federal law. Speridian, its employees and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Speridian, its employees and contractors shall comply with the provisions of the Federal Fair Labor Standards Act; the Americans with Disabilities Act and the Age Discrimination in Employment Act; Sections 501 and 505 of the Rehabilitation Act of 1973; the Civil Rights Act of 1991; Title VII of the Civil Rights Act of 1964, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Employee Retirement Income Security Act; Nevada Fair Employment Practices Act (NRS Chapter 613); Federal Fair Housing Act; Nevada fair housing laws; and the applicable regulations promulgated thereunder. Speridian, its employees and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In the event of Speridian's or any of its contractor's noncompliance with the nondiscrimination clause of this Agreement or with any such laws, this Agreement may be suspended or terminated for cause, in whole or in part, in accordance with Section 9.

7.2. Speridian shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement so that such provisions will be binding upon each subcontractor.

8. Amendment to Statement of Work.

8.1. **Amendments to Statement of Work.** Any and all additions, deletions, or modifications to the Statement of Work will be set forth in writing on an Amendment to the Statement of Work executed by both parties. Speridian reserves the right not to consent to an Amendment to the Statement of Work that substantially increases the Contract Services, whether in terms of time necessary to complete performance, or personnel and equipment requirements for completion.

9. Term & Termination.

9.1. **Term.** This Agreement shall commence on the Effective Date and continues until the earlier of completion of the Contract Services or termination pursuant to Sections 9.2 or 9.3.

9.2. **Termination for Convenience.** NAHAC may terminate this Agreement at any time upon thirty (30) days' written notice to Speridian and upon payment to Speridian of all Contract Fees accrued as of the date of termination and upon payment to Speridian of the remainder of the unpaid portion of the total Implementation Costs (\$240,000) as described in the Statement of Work. Any termination of this Agreement shall automatically terminate all Statements of Work.

9.3. **Termination for Cause.** Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

9.3.1. by Speridian, upon ten (10) business days' written notice, if NAHAC fails to pay the amounts due to Speridian pursuant to Section 6;

9.3.2. by NAHAC, upon ten (10) business days' written notice and payment to Speridian of all Contract Fees accrued as of the date of termination, should Speridian propose a change in personnel that is not acceptable to NAHAC;

9.3.3. by NAHAC, upon ten (10) business days' written notice, if Speridian fails to meet any of the milestones or other deadlines required to be met pursuant to this Agreement;

9.3.4. by NAHAC, upon ten (10) business days' written notice, if Speridian fails for any reason to perform duties hereunder or under any Statement of Work to NAHAC's satisfaction;

9.3.5. by either party for any material breach of this Agreement, other than failure to make payment under Section 6 of this Agreement, that is not cured within ten (10) days of receipt by the party in default of a notice specifying the breach and requiring its cure; or

9.3.6. by either party, effective immediately upon written notice if: (a) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (b) a proceeding is commenced by or against the other party for relief under the bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days; or (c) the other party is adjudged bankrupt.

9.4. **Obligations on Termination.** Upon termination of this Agreement, the parties shall have no further obligations pursuant to the terms of this Agreement except that Sections 6, 10, 11, 12, and 13 shall survive termination.

9.5. **Return of Materials.** Speridian agrees to promptly return or destroy, following the termination of this Agreement or upon earlier request by NAHAC, all documents and tangible items, including but not limited to, samples, drawings, tracings, and written materials, including without limitation all Information, together with all copies and abstracts thereof in whatever format in Speridian's possession and (i) supplied by NAHAC in conjunction with the Contract Services or (ii) generated by Speridian in the performance of Contract Services

10. **Ownership of Work Product.**

10.1. **Ownership.** NAHAC and Speridian agree that the Work Product and any and all related copyrights, trademarks, patents, trade secrets, Confidential Information, and any other proprietary rights are the property of NAHAC. Except to the extent otherwise provided in this Agreement, Speridian does not have any right, ownership, or title in the Work Product or any related copyrights, trademarks, patents, trade secrets, Information, or any other proprietary rights. Further, Speridian agrees that all plans, manuals and specific materials developed by the Speridian on behalf of NAHAC in connection with the Contract Services, are and shall remain the exclusive property of NAHAC.

10.2. **Disclosure and Assignment of Inventions.** Speridian agrees to promptly make full written disclosure to NAHAC of any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, techniques, methods, formulas, processes, trademarks or trade secrets, whether or not patentable or registerable under copyright or similar laws, which Speridian may solely or jointly conceive or develop or reduce to practice during the Term of this Agreement (collectively referred to as "Inventions"). Speridian further agree that any and all such Inventions are the sole and exclusive property of NAHAC; and that Speridian will hold in trust for the sole right and benefit of NAHAC, will assign and hereby assign to NAHAC, or its designee, all rights, titles, and interests in and to any

and all Inventions. Speridian hereby waives and quitclaims to NAHAC any and all claims, of any nature whatsoever, which Speridian now or may hereafter have for infringement of any patents, mask works or copyrights resulting from any such application for letters patent or mask work or copyright registrations assigned hereunder to NAHAC.

- 10.3. **Works for Hire.** Speridian further acknowledges that all original works of authorship, including, but not limited to, all drawings, models, designs, formulas, methods, documents and tangible items prepared for and/or submitted to NAHAC by Speridian (solely or jointly with others) within the scope of and during the Term of this Agreement shall belong exclusively to NAHAC and shall, to the extent possible, be deemed to be works made for hire (hereinafter “Works”) within the meaning of Title 17 of the United States Code or international law, provided, however, that if any Work is created in California, then such Work shall not be a work made for hire. NAHAC may file applications to register copyright as author thereof. Speridian assigns to NAHAC all rights, including all copyright rights throughout the world, including all renewals and extensions thereof, in and to all Works created by Speridian, both past and future, during Speridian’s relationship with NAHAC. Speridian will take whatever steps and do whatever acts NAHAC requests, including, but not limited to, placement of NAHAC’s proper copyright notice on such Works to secure or aid in securing copyright protection and will assist NAHAC or its nominees in filing applications to register claims of copyright in such Works. Speridian will not reproduce, distribute, display publicly, or perform publicly, alone or in combination with any data processing or networks system, any Works of NAHAC without the written permission of NAHAC. If for any reason any Work is not deemed to be a work made for hire, then Speridian assigns and transfer to Company Speridian’s entire right, title and interest in and to such Work, and further waives all of Speridian’s rights under the United States Copyright Act and under any other country’s copyright law, including any rights provided in 17 U.S.C. § 106 and 106A, for any and all purposes for which such Work and any derivative works thereof may be used, and any rights of attribution and integrity or any other “moral rights of authors” with respect to such Work and any derivative works thereof and any uses thereof to the full extent now or hereafter permitted by the laws of the United States of America or the laws of any other country. NAHAC shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Works. Speridian agrees to give NAHAC or its designees all assistance reasonably required to perfect such rights.
- 10.4. **Maintenance of Records.** Speridian agrees to keep and maintain adequate and current written records of all Inventions made by Speridian (solely or jointly with others) during the term of Speridian’s relationship with NAHAC.

The records will be in the form of notes, sketches, drawings, and any other format that may be specified by NAHAC. The records will be available to and remain the sole property of NAHAC at all times.

- 10.5. **Speridian's Intellectual Property.** Notwithstanding the provisions of sections 10.1. and 10.2. above, it is understood and agreed that Speridian may incorporate its proprietary intellectual property, including but not limited to, its inventions, original works of authorship, developments, improvements, and trade secrets, which were made by Speridian prior to the Effective Date ("Prior Invention") into the Work Product. If Speridian incorporates any Prior Invention and so notifies NAHAC, such Prior Invention shall be assigned to NAHAC and shall remain the property of Speridian. Notwithstanding anything to the contrary, if in the course of its performance of the Contract Services, Speridian incorporates into the Work Product, Prior Inventions owned by Speridian or in which Speridian has an interest, NAHAC is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell such Prior Invention as part of or in connection with such Work Product.
- 10.6. **CalHFA Mortgage Assistance Corporation Intellectual Property.** Notwithstanding the provisions of sections 10.1, 10.2, and 10.3 above, it is understood and agreed that Speridian may incorporate CalHFA Mortgage Assistance Corporation CMAC System, including, without limitations, those software modules commonly referred to as Triage, Counseling, Set-up, Processing, Eligibility, Disbursement Engine, Funding, Data Repository, Homeowner Document Management System (DMS), Document Prep Engine and Letter Writer.
- 10.7. **Obligation to Perform Required Acts.** Speridian further agrees to execute all applications, assignments, contracts and other instruments, as NAHAC deems necessary to effectuate the intent of this Agreement. Speridian also agrees to perform, during and after the relationship with NAHAC, all acts deemed necessary or desirable by NAHAC to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions and Works for Hire hereby assigned to NAHAC. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. If NAHAC is unable for any reason to secure Speridian's signature to apply for or to pursue any application for any United States or foreign letters patent or mask work or copyright registration covering inventions, mask works or original works of authorship assigned to NAHAC as above, then Speridian hereby irrevocably designates and appoints NAHAC and its duly authorized officers and agents as Speridian's agent and attorney in fact, to act for and in Speridian's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of

letters patent or mask work or copyright registrations thereon with the same legal force and effect as if executed by Speridian.

11. Confidentiality, Proprietary, and Trade Secret Information.

- 11.1. “Proprietary Information” means all information that has commercial value in the business in which the disclosing party is engaged. By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, proprietary information and other intellectual property and techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, formulating recipes, and formulae related to the current, future and proposed products and services of the parties, and includes, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. “Proprietary Information” also includes proprietary or confidential information of any third party who may disclose such information to NAHAC or to the Speridian in the course of the business.
- 11.2. “Trade Secret Information” shall include any information that is a Trade Secret as defined by the Nevada Uniform Trade Secrets Act or the Defend Trade Secrets Act (“DTSA”). Any Trade Secret of NAHAC will be entitled to all of the protections and benefits under the Nevada Uniform Trade Secret Act, the DTSA, and any other applicable law. If any Trade Secret Information that NAHAC deems to be a Trade Secret is found by a court of competent jurisdiction not to be a Trade Secret for purposes of this Agreement, such Trade Secret Information will, nevertheless, be considered Confidential Information for purposes of this Agreement. Speridian hereby waives any requirement that NAHAC submit proof of the economic value of any Trade Secret.
- 11.3. “Confidential Information” means all information disclosed or known by one party, either directly or indirectly in writing, orally or by drawings or observation of parts or equipment, as a consequence of or through a relationship with the other party, that is not generally known to the public or in the relevant trade or industry about the party’s business, products, processes, and services, including, but not limited to: molds; product designs; product specifications; manufacturing techniques; the identity of customers and suppliers; customer and supplier lists; customer and supplier files and information; customer credit information; personnel files; technical data; research and research plans; product plans; process descriptions; production methods; formulas or recipes; services; software; inventions; technology;

designs; drawings; engineering; hardware configuration information; marketing; financial information; financial projections and budgets; historical and projected receipts, and revenues; capital spending budgets and plans; the names and backgrounds of key personnel; pricing information; cost and cost strategy information; business methods or practices; training or training processes; internal accounting controls and procedures; information concerning receipts, revenues and other financial information; marketing and promotional programs; data; planned development; price lists; market studies; business plans; the party's current or any future and proposed work or projects, the facts that any such work or projects are planned, under consideration, or in production, as well as any descriptions thereof; computer software and programs (including object code and source code); computer software and database technologies and systems specially designed for the party; and notes, analysis, compilations, studies, summaries, and other material prepared by or for the party containing or based, in whole or in part, on any information included in the foregoing definitions of Proprietary, Confidential and Trade Secret Information. (Hereinafter, Proprietary, Confidential, and Trade Secret Information will be collectively referenced as "Information.")

- 11.4. **Immunity.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.
- 11.5. **Confidentiality.** Each party acknowledges that it may receive confidential information and trade secrets ("Confidential Information") from the other party while carrying out the actions contemplated by this Agreement. Confidential Information includes all information one party receives from the other party, except anything designated as not confidential. During the period this Agreement is in effect, and at all times afterwards, each party, and its employees, Speridian, and its agents, will (a) safeguard the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information; (b) maintain the confidentiality of this information; (c) not use such information except as permitted under this Agreement; and (d) not disseminate, disclose, sell, publish, or otherwise

make available this information to any third party without the prior written consent of the disclosing party.

- 11.6. **Notice of Breach.** Should Speridian experience a breach of the security of any system it maintains to protect data provided by NAHAC or affecting any of NAHAC's operations or customers, or should any unauthorized release of Information occur, Speridian will comply with Civil Code Section 1798.82 and will take all steps necessary to provide notice to NAHAC and all interested parties, including any Nevada resident whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Speridian will also take all steps to correct the cause of said breach and take any and all actions NAHAC deems necessary or appropriate.
- 11.7. **Limitation on Confidentiality Restrictions.** Section 11.5, above does not apply to any information that: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure and/or confidentiality agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order); (e) is disclosed by the receiving party with the disclosing party's approval; and (f) is independently developed by the receiving party without any use of confidential information. In all cases, the receiving party will use all reasonable efforts to give the disclosing party ten (10) days' prior written notice of any disclosure of information under this Agreement. The parties will maintain the confidentiality of all confidential and proprietary information learned pursuant to this Agreement for a period of two (2) years from the date of termination of this Agreement.
- 11.8. **Nondisclosure (Confidentiality) Agreements.** Contemporaneously herewith, Speridian shall enter into, and shall cause its employees performing Contract Services on behalf of Speridian to enter into, a Confidentiality Agreement (the "Confidentiality Agreement") in a form as set forth in Exhibit B attached hereto, the terms of which are incorporated herein and made a part of this Agreement by this reference. To the extent, the terms of this Agreement contradict the terms of the Confidentiality Agreement, the Confidentiality Agreement shall control. No information regarding the Contract Services to be performed under this Agreement shall be disclosed to any individual, entity or organization employed by Speridian until such person, entity or organization has executed an agreement to protect the confidentiality of NAHAC's Information and NAHAC's absolute and complete ownership of all right, title and interest in the work performed under this Agreement. All records, files, and working papers with regard to the

Contract Services to be performed hereunder this Agreement are to be the sole property of NAHAC or its affiliates, are subject to the confidentiality obligations set forth below, and shall be given to NAHAC upon the termination of this Agreement or immediately upon the request of NAHAC. Any information provided to Speridian by NAHAC during the term of this Agreement shall be considered confidential, may only be used by Speridian in the provision of services under this Agreement and may not be revealed by Speridian to any third parties either during or after the term of this Agreement without the prior written consent of NAHAC. Speridian's confidentiality obligations shall not apply:

- (a) to disclosures which are required for the proper performance of Speridian's obligations hereunder including without limitation disclosures to its directors, officers, employees or advisors;
- (b) to disclosures which Speridian is required to make by law, statute or any other regulation including the requirements of the International Stock Exchange; and
- (c) to information which is or comes into the public domain otherwise than by a breach of the terms of this Agreement.

11.9. Each party agrees to execute a reasonable nondisclosure agreement if requested to do so by the other party

12. Warranties, Disclaimer, Limitation of Liability.

12.1. **Warranties.** Speridian warrants as follows:

12.1.1. **Speridian.** Speridian represents and warrants that all Contract Services rendered pursuant to this Agreement shall be performed by Speridian and any other individuals Speridian employs to participate in rendering of the Contract Services. Speridian shall be liable for the performance of other individuals who will perform Contract Services and agrees that those individuals shall be bound by the terms of this Agreement, including NAHAC's Confidentiality Agreement. Speridian shall also be liable for any sub-contractor it hires to perform the Contract Services for NAHAC, and covenants that to the best of Speridian's knowledge, such sub-contractor shall, prior to performance of any Contract Services, agree in writing to be bound by the terms of this Agreement, including NAHAC's Confidentiality Agreement. Speridian shall indemnify NAHAC and hold NAHAC harmless from and against any and all claims, demands, causes of action, actual losses, actual damages, actual liabilities, actual costs and expenses, including reasonable attorneys' fees and actual expenses arising from, that are attributable to or resulting from the

willful misconduct and/or gross negligence of Speridian, its partners, employees, and/or agents.

- 12.1.2. **Compliance with Specifications.** Speridian warrants that the Contract Services and the Work Product will strictly comply with the descriptions and representations as to the Contract Services and Work Product (including performance capabilities, completeness, specifications, configurations, and function) that appear in the Statement of Work or any Amendments to the Statement of Work.
- 12.1.3. **Performance Standard.** Speridian represents and warrants that the Services performed under this Agreement shall be performed in a thorough and workmanlike manner in accordance with commercially reasonable standards within Speridian's industry. Speridian agrees to adhere to NAHAC's standards and practices, as communicated to Speridian in writing, including but not limited to areas involving operations, process, security, documentation, escalation and resolution of issues.
- 12.1.4. **Conflicts with this Agreement.** Speridian represents and warrants that to the best of Speridian's knowledge, neither Speridian nor any of Speridian's partners, employees or agents, including any individuals employed by Speridian, is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Speridian warrants that to the best of Speridian's knowledge, Speridian has the right to disclose or use all ideas, processes, techniques and other information, if any, which Speridian has gained from third parties, and which Speridian may disclose to NAHAC in the course of performance of this Agreement, without liability to such third parties. Speridian represents and warrants that to the best of Speridian's knowledge, Speridian has not granted any rights or licenses to any intellectual property or technology that would conflict with Speridian's obligations under this Agreement. To the best of Speridian's knowledge, Speridian will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former NAHAC employer or third party in the performance of the services required by this Agreement. Speridian will not grant any rights in any part of the Deliverables, any derivative products based thereon (if developed by Speridian), and existing technology owned by Speridian and incorporated or delivered with the Deliverables to any third party which are inconsistent with the rights granted or assigned herein to NAHAC.
- 12.1.5. **Ongoing Compliance.** Unless otherwise specified in the Statement of Work, Speridian warrants that for a period of 30 days after

completion of the Contract Services and NAHAC's acceptance of the Work Product any computer programs or enhancements or modifications to computer programs included in the Work Product will operate in conformance with the specifications for such computer programs.

12.1.6. **Noninfringement.** Speridian further warrants that the Contract Services and the Work Product, to the extent created by Speridian, will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright, or patent rights. With the exception of the CalHFA Mortgage Assistance Corporation Intellectual Property as described in Section 10.6 of this Agreement, Speridian will not incorporate into the Deliverables any intellectual property without prior written consent from NAHAC.

13. Indemnification.

13.1. NAHAC shall indemnify Speridian and hold Speridian harmless from and against any and all claims, demands, causes of action, actual losses, actual damages, actual liabilities, actual costs and expenses, including reasonable attorneys' fees and actual expenses arising from, that are attributable to or resulting from the willful misconduct and/or gross negligence of NAHAC and/or its employees.

13.2. Speridian agrees to indemnify, defend and hold harmless NAHAC its subsidiaries and affiliates, and their respective directors, officers, employees, and agents from and against any and all losses, claims, actions, suits, liabilities, penalties, costs and expenses (including reasonable attorneys' fees) including, but not limited to: (i) injury, bodily or otherwise, to or death of persons; (ii) damage to or destruction of property belonging to Speridian, NAHAC or others; (iii) violation of any law, regulation, decree, code, ordinance, or other act of any governmental authority; and (iv) environmental liabilities, to the extent the same arise out of or are in any way connected with Speridian's or its agents', contractors' or representatives' misconduct, negligence or breach of this Agreement or the Confidentiality Agreement. NAHAC agrees to notify Speridian promptly of any matters in respect of which the foregoing indemnity may apply and of which NAHAC has knowledge. This indemnity survives termination of this Agreement.

13.3. The indemnifying party ("Indemnifying Party") will, at its expense defend the party entitled to indemnity ("Indemnified Party") and pay all costs and damages made in settlement or awarded against Indemnified Party provided that Indemnified Party: (i) gives prompt written notice of any such claim; (ii) allows Indemnifying Party to direct the defense and settlement of the claim;

and (iii) provides Indemnifying Party with the authority, information, and assistance reasonably necessary for the defense and settlement of the claim. The Indemnifying Party shall not settle a claim without the written consent of the Indemnified party; such consent shall not be unreasonably withheld. The Indemnifying Party will obtain the prior written approval which approval will not be unreasonably delayed or withheld, of the Indemnified party in respect of any non-cash aspect of a proposed settlement of such claim from the Indemnified Party before entering into any settlement of such claim or ceasing to defend against such claim.

14. Non-exclusivity, Subcontracting, Non-recruitment.

- 14.1. **Non-exclusivity.** NAHAC acknowledges that Speridian may be performing similar contract services for businesses other than NAHAC including, without limitation, other computer software companies. This Agreement does not prohibit Speridian from performing those contract services.
- 14.2. **Subcontracting.** Any subcontract made by Speridian with the consent of NAHAC shall incorporate by reference all the terms of this Agreement. Speridian agrees to guarantee the performance of any subcontractor used in performance of the Contract Services.
- 14.3. **Non-recruitment.** Except for an employee that has been laid-off by NAHAC, Speridian and NAHAC agrees to refrain from, directly or indirectly, soliciting or encouraging for hire or encouraging to terminate his or her employment or services, any current or future employee of the other party, or any person otherwise providing services to the other party, during the term of this Agreement and for a period of one year thereafter, unless permission is granted in writing by the other party.
- 14.4. **Supervision of Speridian's Services.** All services to be performed by Speridian, including but not limited to the Contract Services set forth in the Statement of Work, will be supervised by a NAHAC Manager or a NAHAC designee who is of manager level or higher, to whom Speridian will report to concerning the Contract Services performed under this Agreement
- 14.5. **Contracting or Other Services for Competitors.** Speridian represents and warrants that to the best of Speridian's knowledge, by entering into this Agreement and/or providing the Contract Services specified herein, Speridian will not violate the terms and conditions of any confidentiality agreement signed by Speridian with another company, person or entity which the parties mutually agree is competitive with NAHAC's business.

15. **Nevada Public Records Act.**

Speridian acknowledges that, except to the extent that information may be exempt from public disclosure under Nevada or Federal law, the Nevada Public Records Act (NRS Chapter 239), or otherwise exempt from disclosure, information possessed by NAHAC could be subject to disclosure under Nevada law. NAHAC, its directors, officers, agents, employees and advisors will not be in breach of this Agreement as a result of any public disclosure required by Nevada law.

16. **OMB Circular A-87.**

Speridian hereby acknowledges and agrees that any payment made or received under this Agreement is an "administrative expense" subjects to OMB Circular A-87, as revised and amended, and Speridian hereby agrees to comply with any and all requirements thereunder as if the same were spelled out in its entirety and incorporated herein.

17. **Emergency Economic Stabilization Act of 2009.**

Speridian hereby agrees that it shall perform the Services in full compliance with the Emergency Economic Stabilization Act of 2009 (P.L. 110-343) and all other federal, state and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements applicable to the provision of the Services by Speridian (collectively, the "Applicable Laws").

18. **General.**

18.1. **Injunctive relief.** The parties agree that damages would be an inadequate remedy in the event of a breach of this Agreement by Speridian. Therefore, Speridian agrees that NAHAC is entitled, in addition to any other rights and remedies otherwise available, to injunctive and other equitable relief in the event of a breach or threatened breach by Speridian.

18.2. **Assignment.** Neither party may assign or transfer its rights under this Agreement without the other party's prior written consent, which will not be unreasonably withheld. However, Speridian may not assign any of Speridian's obligations or duties hereunder. This Agreement shall be binding upon the parties, their respective heirs, successors, personal representatives and assignees.

18.3. **Entire Agreement.** This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement

may not be modified or amended except in a writing signed by an authorized officer of each party to this Agreement.

- 18.4. **Amendments and Waivers.** Any terms of this Agreement may be amended or waived only with the written consent of both parties.
- 18.5. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

If to Speridian, to:

**Speridian Technologies
2400 Louisiana Blvd NE, Bldg. 3
Albuquerque, NM 87110
Attention: KP Hari**

If to NAHAC, to:

**Nevada Affordable Housing Assistance Corporation
P.O. Box 15142
Las Vegas, NV 89114
Attention: Verise V. Campbell, Chief Operating Officer**

- 18.6. **Publicity.** Without the prior written consent of the other party, neither party shall disclose the terms and conditions of this Agreement except such disclosure may be made as is reasonably necessary to the disclosing party's bankers, attorneys, or accountants or except as may be required by law.
- 18.7. **Force Majeure.** Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impracticable or impossible due to circumstances beyond its reasonable control, provided that the party experiencing the delay promptly notifies the other of the delay.
- 18.8. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Nevada. The Speridian agrees and consents to the exclusive jurisdiction of the courts of the State of Nevada for all purposes regarding this Agreement and further agrees and consents that venue for any

action brought hereunder shall be exclusively in the Counties of Washoe or Clark.

- 18.9. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision was so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- 18.10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
- 18.11. **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Las Vegas, NV in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Nevada law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.
- 18.12. **Waiver.** The failure of either party to enforce any provisions of this Agreement is not a waiver of the provisions or of the right of that party to subsequently enforce that, or any other, provision of this Agreement.
- 18.13. **Attorney's Fees.** In the event of any dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs.
- 18.14. **Effective Date.** SPERIDIAN HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL CONCERNING THIS AGREEMENT AND HAS OBTAINED AND CONSIDERED THE ADVICE OF SUCH LEGAL COUNSEL TO THE EXTENT SPERIDIAN DEEMS NECESSARY OR APPROPRIATE, THAT SPERIDIAN HAS READ AND UNDERSTANDS THE AGREEMENT, THAT SPERIDIAN IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT SPERIDIAN HAS ENTERED INTO IT FREELY BASED ON SPERIDIAN'S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement on the respective dates set forth below.

**Speridian Technologies, LLC
("Contractor")**

**Nevada Affordable Housing Assistance
Corporation**

By: _____

By: _____

Date: _____

Date: _____

Name: KP Hari

Name: Michael Holliday

Title: Managing Partner

Title: President

DRAFT

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Exhibit A

Nevada Affordable Housing Assistance
Corporation
(NAHAC)

Statement of Work

Version 1.1

Submitted on: November 01, 2016

Prepared by

Speridian Technologies LLC
2400 Louisiana Blvd Building 3
Albuquerque, NM 87110
Phone: 505 217-3725



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Proposal Acceptance Memo

February ____, 2017

This Proposal for the implementation of NMAS for NAHAC dated, February ____, 2017, describes the Scope, Technical Approach and effort required for the proposed project. By signing this letter, you are acknowledging acceptance of the proposal as the basis for execution of this project.

Sincerely,
Speridian

Reviewed and Agreed:

NAHAC

SPERIDIAN

By: _____

By: _____

Name: _____

Name: _____

Date: February ____, 2017

Date: February ____, 2017

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Printed in the United States of America.

Speridian Technologies LLC
2400 Louisiana Blvd Building 3
Albuquerque, NM 87106

Phone # (505) 217-3725
Fax # (505) 242-6036

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Executive Summary

About NAHAC

The Nevada Affordable Housing Assistance Corporation, a nonprofit organization and administrator of the U.S. Treasury sponsored Nevada Hardest Hit Fund.

NAHAC would like to implement the NMAS which is based on CMAC which was originally developed and implemented by Speridian for CalHFA-MAC's Keep Your Home California program.

Speridian is excited to partner with NAHAC in delivering this solution addressing their business needs.

About Speridian

Speridian is a CMMI Level 5 company with a talented group of techno-functional experts who empower organizations to shape the future of their IT landscape. We serve our clients across time zones through our Global Delivery Centers in the USA, Middle East and India. Speridian has been a global provider of cost-effective and quality services to blue-chip clients since 2003. Headquartered in Albuquerque, New Mexico, we have offices in Rockville MD, Portland OR, Miami FL in the United States; Toronto Canada, Trivandrum, Mumbai and Bangalore in India; and Dubai in the UAE.

Established in 2003, Speridian is an organically funded, financially stable and consistently profitable organization with a vision to further grow as a global IT solutions provider, designing, developing and deploying enterprise-wide, technology-enabled software solutions to clients spanning multiple geographies. Speridian is a teeming hub of talent, shaping the future of the IT landscape. Speridian was recently listed for the seventh time in

a row in Inc. 500's list of the fastest growing private companies in America. We have been consistently featured in the acclaimed Inc. 5000 list of fast growing IT companies in the US, based on the percentage of revenue growth since 2008. Our talented pool of resources has profound experience in implementing multiple projects across diverse industry verticals for global clients. Speridian handpicks experienced professionals to fill the senior positions and recent graduates from some of the world's most prestigious universities. The collective knowledge base and domain expertise helps us serve our clients better. Speridian has extensive experience of working across multiple verticals including the Public Sector, Manufacturing, Healthcare and Financial Services. Speridian has nearly 700+ qualified consultants globally.

Project Scope

The scope of this SOW is to make required changes to CMAC in the implementation of NMAS for Nevada Affordable Housing Assistance Corporation (NAHAC). The required changes include removal of any hardcoded agency name, logo, configuration changes (e.g., servicers, zips, AMI, etc.), any other configuration changes NAHAC may be considering that are different from what CalHFA MAC does etc. The scope includes the below list of applications/modules those should be made available for NAHAC to enable them to systemize their business process.

- NMAS
 - Triage & Counseling
 - Setup, Processing, Eligibility & Docs/Closing
 - Disbursement Maintenance
 - User Administration
 - Eligibility Rules Engine
- DMS (Document Management System)
 - Kodak Capture Pro
 - Post Kodak Process
 - DMS Doc Tech portal
- Data Repository
 - Docs
 - Post Funding
- Disbursement Application
 - Disbursement Review Portal
 - Disbursement Scheduler
- CDF (Common Data File Exchange)
 - CDF Admin Portal

- CDF Inbound & Outbound Processes
- Reports Manager
 - All available Standard Reports
 - Report Subscriptions

Out of Scope

- Any data migration from existing system or file storage
- Any functionality changes which requires code modification
- Any third-party software related issues. Speridian can help NAHAC team in answering any technical questions on NMAS application
- EDD Process as NAHAC uses DETR for unemployment verification. The integration with DETR would be implemented once the requirements are defined and a change request raised.

Implementation Approach

Speridian proposes a phased implementation approach as there are multiple applications involved as part of the solution. Also, the phased approach enables NAHAC to have an early start rather than waiting until the entire solution is ready.

- Phase1: This phase includes all the features and the functionalities required from the time of triage session for the borrowers thru the initial funding for eligible borrowers. The NMAS modules included in this phase are Triage, Counseling, Setup, Processing, Eligibility and Docs/Closing workflows along with DMS, CDF, Disbursement Application and enables the below functionalities.
 - Initiate and complete Retail Triage Sessions
 - Initiate and Complete Retail Counseling Sessions
 - Pull Credit Report
 - Check for program eligibility
 - Send Homeowner Action Plan (email/print copy)
 - Send Ineligible Letter (Print copy only)
 - Re-counsel existing Homeowners
 - Receive Homeowner documents via Fax
 - Kodak Pro to process the documents
 - Post Kodak process to move the documents to DMS
 - Upload received documents in DMS against the Homeowner session
 - Verify Setup and Processing Documents
 - Send document follow up notifications
 - Request Additional Documents via mail/email notifications
 - Order CoreLogic Fraud Manger documents
 - Send, Receive and manage Servicer communications (CDF Records)
 - Check Program Eligibility at end of each workflow
 - Clear to Fund the Homeowner

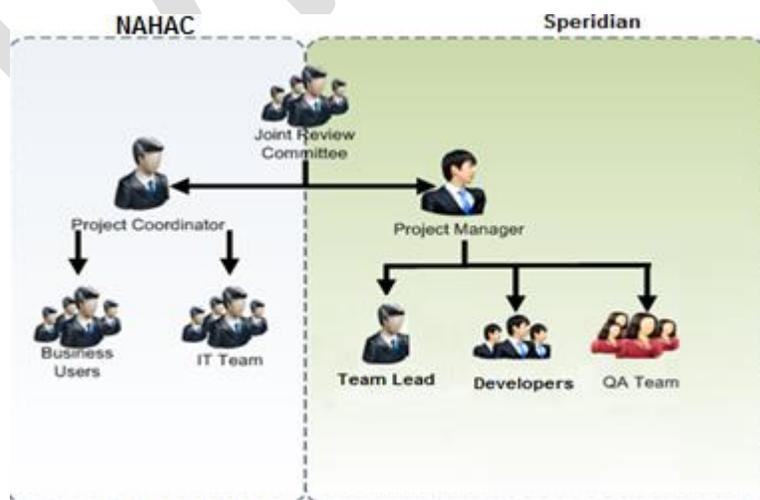
- Order collateral documents
 - Schedule funds, review transactions and fund
- Phase2: This phase will enable all the remaining NMAS functionalities which are applicable after the initial funding is completed for the eligible borrowers. Below are the details.
 - Data Repository to track Post Funding procedures
 - Reports Manger to generate various reports and enable report subscriptions
 - Post Implementation Support

The post implementation production support will be handled by Speridian onsite and offshore support teams. Any major changes or enhancements to the system should be treated as a separate development SOW and handled outside the scope of production support team.

Project Team

Implementation Team

Speridian envisions the project implementation team to be comprised of Project Manager/Business System Analyst (onsite), Team Lead, Developers (including UX Designers) and QA Team as depicted below. UAT (User acceptance testing) would be performed by NAHAC.



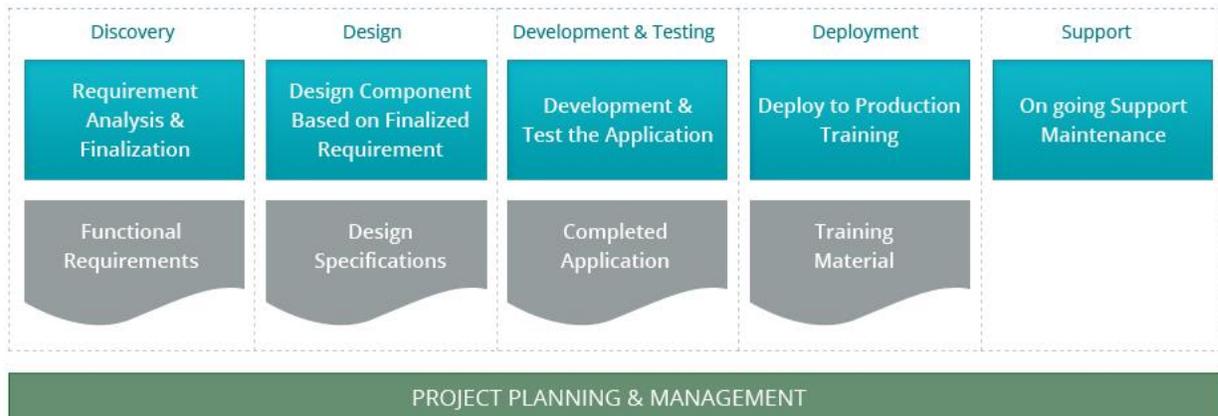
Implementation Plan

Speridian proposes to complete the entire solution implementation (scope defined in this doc), within 11 weeks in two phases. Speridian shall continue the ongoing support and future enhancements. The detailed schedule is shown below. The actual project start and the deliverable schedule will be finalized based on the contract approval date, infrastructure availability date and scope definition from discovery phase.

NAHAC - HHF Application Implementation		Project Start: Feb 06, 2017													
		Project End: Apr 22, 2017													
Project Delivery Model	Start Date	Phase End		10-Feb	17-Feb	24-Feb	3-Mar	10-Mar	17-Mar	24-Mar	31-Mar	7-Apr	14-Apr	21-Apr	
Development Phase I - Triage, Counseling, DMS, Processing, Underwriting & Initial Funding															
Discovery Phase	6-Feb-17	17-Feb-17													
Configuration/Setup	6-Feb-17	17-Mar-17													
Internal QA/Fixes	13-Feb-17	17-Mar-17													
UAT/Fixes	27-Feb-17	17-Mar-17													
Training & Documentation	27-Feb-17	17-Mar-17													
Production Rollout	9-Mar-17	17-Mar-17													
Development Phase II - Post funding activities & Reporting															
Configuration/Setup	17-Mar-17	21-Apr-17													
Internal QA/Fixes	3-Apr-17	21-Apr-17													
UAT/Fixes	10-Apr-17	21-Apr-17													
Training & Documentation	10-Apr-17	21-Apr-17													
Production Rollout	20-Apr-17	21-Apr-17													
Support - Phase 1	20-Apr-17	Ongoing													

Speridian will execute the proposed project according to our structured methodology as detailed below. Speridian's expertise in building similar applications in similar domains will be an added advantage in successfully implementing the project. Speridian will execute the project in onsite-offshore model.

IMPLEMENTATION APPROACH



Speridian technologists are seasoned in proven project management methodologies, including the Project Management Institute’s **Project Management Body of Knowledge (PMBOK®) Guide**. Our business analysts conduct thorough assessments and, working closely with our clients, the Project Manager will determine the best methodology to follow for the project and outline a project plan.

In order to ensure the overall success of the project, Speridian project management adheres to the tried and true procedures to assure that projects meet requirements on time and within budget. The strategic concepts and processes include the following:

- Project Initiation
- Project Planning
- Project Execution
- Project Progress Monitoring and Control
- Project Closure

Implementation Costs

Below are the implementation resource and cost estimates. Invoices will be submitted monthly at the end of the month based on the following schedule.

Phase I & II - \$240,000 (Paid in 12 equal installments of \$20,000 per month).

Monthly Support (Apr 2017 thru Jan 2018) - \$15,000 per month

	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Implement	\$20K											
Monthly Support			\$15K									
Total	\$20K	\$20K	\$35K									

All fees and expenses will be invoiced monthly and payment will be due within 15 business days of the receipt of invoice by NAHAC.

Assumptions/Notes

1. The required infrastructure and environments to perform the development and implementation will be provided by NAHAC. The environments includes
 - Deployment
 - STAGE (Pre-PROD)
 - Production
 - Disaster Recovery (DR)

2. If functional enhancements cannot be absorbed by the Support team, those additional enhancements will be presented to NAHAC in the form of Change Requests at cost.
3. The required third-party party software and licensing will be provided by NAHAC on all the environments. The software includes
 - MS SQL Server
 - SQL Reports Manager
 - Kodak Capture Pro
 - Rebex sftp
 - GFI Fax
 - MS Office
 - FTPToday account and setup

License cost for some of the third-party software are as below:

Name	Purpose
Kodak Capture Pro	For auto rotating documents and barcode recognition
Rebex sftp	For transferring files between application and Secured FTP server
GFI Fax	Converts received Faxes to PDF files and drops into Kodak input folder

4. The required account subscriptions for availing various third-party services will be obtained by NAHAC like FTP Today, Experian, CoreLogic etc.
5. NMAS is tested and certified in Internet Explorer 11. Some NMAS features might not work if used with other browsers or versions.

The undersigned have made, agree upon and shall perform the foregoing SOW, which is incorporated into the Professional Services Agreement (“Agreement”) described above.

**Speridian Technologies, LLC
 (“Contractor”)**

**Nevada Affordable Housing Assistance
 Corporation**

By: _____
 Date: _____
 Name: KP Hari
 Title: Managing Partner

By: _____
 Date: _____
 Name: Michael Holliday
 Title: President

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Exhibit B

Confidentiality Agreement

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as any non-public information of Discloser received by Recipient except anything designated as not confidential, and includes, but is not limited to:
Technical and business information relating to Discloser's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of carrying out the actions contemplated by this Agreement and for no other purpose.
3. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.
4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt

from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of Discloser; or (e) is independently developed by Recipient.

5. Discloser warrants that he/she has the right to make the disclosures under this Agreement.
6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in Section 1. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.
9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is

made under and shall be construed according to the laws of the State of Nevada, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Nevada, U.S.A.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**Speridian Technologies, LLC
("Supplier")**

**Nevada Affordable Housing Assistance
Corporation**

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: Michael Holliday

Title: _____

Title: President