



**ORDER DOCUMENT
RECURRING SOFTWARE AND SERVICES**

This Order Document incorporates by reference and is governed by the terms and conditions of the Master Agreement, the Limited Software License and Maintenance and Support Schedule, and the Professional Services Schedule effective as of February 1, 2018 (collectively, the “Agreement”), and this Order Document is effective as of February 1, 2024 (the “Effective Date”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

Shasta County (“Client”)
2600 Park Marina Drive
Redding, CA 96001

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



Signature: _____

Print Name: Kevin W. Crye

Title: CHAIR, Shasta County Board of Supervisors

Signed by: Roman Tellerman
F986B559E039416

Signature: _____

Print Name: Roman Tellerman

Title: Chief Financial Officer

ATTEST:
DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

The Parties accept and agree to this Order Document, as follows:

CLIENT CONTACT INFORMATION

Administrator: Christy Coleman
Address: 2600 Park Marina Drive
Redding, CA 96001
E-mail: ccoleman@shastacounty.gov **Voice:** (530) 229-8746
Fax: (530) 225-5178 **Cell:** _____

Technical Contact/Download Recipient: Seng Saephan
Address: 1450 Court St
Redding, CA 96001
E-mail: ssaephan@shastacounty.gov **Voice:** (530) 229-8706
Fax: _____ **Cell:** _____

Billing Contact: HHSA Accounts Payable
Address: P.O. Box 496005
Redding, CA 96001
E-mail: hhsafiscal@shastacounty.gov
Voice: _____
Fax: _____



| SAAS SERVICES | | | |
|----------------------------|----------------|-----------------------------|------------|
| Products | License Metric | Quantity | Territory |
| Happy | | | |
| Waitlist Check | Units | Up to 1,091 Units | N. AMERICA |
| Database | Each | Up to 1 Production Database | N. AMERICA |
| Tenmast | | | |
| Hosting & Data Backup | Users | Up to 15 Users | N. AMERICA |
| TenDocs Remote Data Backup | Users | Up to 15 Users | N. AMERICA |
| Production Database | Each | Up to 1 Production Database | N. AMERICA |

| LIMITED SOFTWARE LICENSE | | | |
|--|----------------|-----------------------------|------------|
| Products | License Metric | Quantity | Territory |
| Tenmast | | | |
| 1099 Module | Users | Up to 15 Users | N. AMERICA |
| Accounts Payable | Users | Up to 15 Users | N. AMERICA |
| Applicant List | Users | Up to 15 Users | N. AMERICA |
| FSS (Family Self Sufficiency) | Users | Up to 15 Users | N. AMERICA |
| General Ledger | Users | Up to 15 Users | N. AMERICA |
| Occupancy And Rent Calculation | Users | Up to 15 Users | N. AMERICA |
| Production Database for Tenmast | Users | Up to 15 Users | N. AMERICA |
| Rent Reasonableness | Users | Up to 15 Users | N. AMERICA |
| Scribe: Custom Report/Letter/Form Writer | Users | Up to 15 Users | N. AMERICA |
| Section 8 Desktop Inspections | Users | Up to 15 Users | N. AMERICA |
| Section 8 Tenant And Landlord | Users | Up to 15 Users | N. AMERICA |
| SQL Server License | Users | Up to 15 Users | N. AMERICA |
| SQL Workstation License | Users | Up to 15 Users | N. AMERICA |
| Tenant Accounts Receivable | Users | Up to 15 Users | N. AMERICA |
| Transnet For PIC | Users | Up to 15 Users | N. AMERICA |
| Production Database | Each | Up to 1 Production Database | N. AMERICA |



| FEES, PAYMENT AND TERM | | |
|---|------------------|------------------------------|
| Initial Term (1) | Effective Date | Annual Recurring Fees (2) |
| Five (5) Years | February 1, 2024 | \$12,860.89 |
| <p>(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.</p> <p>(2) The fees listed in this table include the recurring fees related to the products and services in the tables listed above. MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than the greater of (i) three and a half percent (3.5%); or (ii) the US Bureau of Labor Statistics Consumer Price Index (CPI-U) for the most recent year. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.</p> <p>(3) In no event shall the maximum compensation exceed \$22,000 for each contract year.</p> | | |
| <p>Payment Terms: Fees are due in U.S. Dollars annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide Services until such payment is received. For any fees due from the Client when exceeding the License Metrics listed above, Client shall be billed monthly in arrears for such overage in accordance with the terms of this Order Document. In no event shall Client be invoiced for fewer than the License Metrics listed or less than the Annual Recurring Fees (annualized) plus increase as outlined in footnote 2.</p> | | |

| LICENSE METRICS AND USE RIGHTS DEFINITIONS |
|---|
| <p>Definitions: The following definitions shall apply to the interpretation of this Order Document. If a definition is listed here and not listed within the foregoing tables or in additional Order Documents executed between the Parties, then that definition shall be disregarded.</p> <p>An "Affordable Unit" is a Unit that is rented or leased to a tenant that, based on income, is eligible for rent subsidies from federal, state or local government agencies</p> <p>An "Advance Named User" a Named User who is authorized to do web authoring and has self-service access which is greater than a Named User.</p> <p>A "Contract" is an agreement to lease retail space rented to a tenant for the operation of a business and is characterized by a unique tenant, a unique mailing address, or a unique physical location.</p> <p>A "Commercial Lease" or a "Lease" is a space rented or designed to be rented to a tenant for commercial use, including without limitation, an office space, a retail store space, a warehouse space or an industrial building space and is characterized by a unique tenant, a unique mailing address, or a unique physical location. Leases and Commercial Leases include without limitation Retail Leases.</p> <p>A "Conventional Unit" is a Unit that is rented or leased to a tenant that, based on income, is eligible for rent subsidies from federal, state or local government agencies</p> <p>A "Mobile App Device License" shall mean the number of unique log ins on the mobile devices application.</p> <p>A "Retail Lease" is a Lease for retail stores to operate their business. Retail Leases shall be counted toward the total number of Commercial Leases purchased and shall not be additive to the total number of Commercial Leases purchased. By way of example, a Client purchasing 100 Retail Leases and 200 Commercial Leases shall have 50% of its Commercial Leases used as Retail Leases. Such Client shall only be entitled to use the Software on a total of 200 Leases. Clients purchasing Retail Leases must at the same time purchase at least the same number of corresponding additional Commercial Leases.</p> <p>A "Concurrent User" license permits Client to assign an unlimited number of User IDs to its employees or Affiliates' employees, but simultaneous access to the Software License is limited to the number of authorized concurrent licenses paid for and held by the Client.</p> <p>A "Depreciation Book" is a set of terms which defines one of the depreciation methods specifying how a particular fixed asset should be depreciated and the resulting calculations.</p> <p>"DHCR Units" are those Units regulated by New York's Division of Housing and Community Renewal.</p> |

A **"Named User"** license permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licensed Program is limited to those specific named users.

An **"Inquiry User"** or **"Read Only user"**, license restricts user access to certain limited view only and report retrieval capabilities. Clients can assign Inquiry Only User IDs to a fixed number of Client Users whose simultaneous access to the system is limited to the number of authorized inquiry only licenses paid for and held by the Client.

A **"Named User"** license permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licensed Program is limited to those specific named users.

An **"Advance Named User"** a Named User who is authorized to do web authoring and has self-service access which is greater than a Named User.

"SaaS Flex", if listed, shall entitle the Client to a dedicated installation of the software inclusive of dedicated server instances (e.g., web and API farms, Reporting farms, SQL, etc.).

"SaaS Prime", if listed, shall entitle the Client to a dedicated installation of the software inclusive of dedicated server instances (e.g., web and API farms, Reporting farms, SQL, etc.). In a Prime environment the Client is also entitled to dedicated network segments that are logically separated from the rest of the MRI SaaS environment and inclusive of a dedicated active directory.

A **"Project"** is a real estate project the completion of which results in a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

A **"Portal"** is a single url provided for Client's use with Investor Connect Portal.

A **"Property"** is a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

A **"Unit"** is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location. "Units" include without limitation Conventional Units, Affordable Units, AHR Units and DHCR Units.

A **"Message Unit"** is a received SMS text (outbound or inbound), a sent email, or in a voice call situation each thirty second increment.

A **"Packet"** is an individual file containing a single document or multiple documents which are sent to a recipient via the Secure Sign product. An initiated, completed, canceled, incorrect, or incomplete file will be counted so long as it is sent out of the Secure Sign product, regardless of the status.

A **"Debt Contract"** is an agreement in which a debtor agrees to repay funds to a lender.

An **"Integration Profile"** is a blue-print for mapping from a specified third party data source into MRI Investment Management. The integration profile includes the field mapping and transformation logic to get the data into a usable format.

An **"Invoice"** is a request for payment initiated by one party to another.

"Production Database" means access to an instance of the products listed in a live environment, to be used to production purposes. A production database does not imply a segregated instance or walled-off application.

"Non-Production Database" means access to an instance of the products listed in a non-live environment. Such can be used for testing, training, or other non-production purposes. A production database does not imply a segregated instance or walled-off application.

Use Rights: The license to use the SaaS Service is priced based on Client's License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. Additional Contracts, if applicable, must be purchased in blocks of not less than ten percent (10%) of the Quantity listed above. The cost for these additional licenses will be at MRI's then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not Usage.

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



MAINTENANCE AND TECHNICAL SUPPORT

Maintenance and Support Level: Standard Maintenance and Support is included in the Fees. In the event that Client has purchased enhanced support services, such enhanced will be indicated in the Enhanced Support Services table above and the product line for which it was purchased. If no such indication is made, then Client has not purchased enhanced support services.

Designated Support Contacts:

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

One (1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

| | | | |
|----------|--|----------|---|
| Name: | Christy Coleman | Name: | Christina Stillwell |
| Title: | Acting HHSA Director | Title: | HCPS III |
| Phone: | (530) 229-8746 | Phone: | (530) 245-6436 |
| Address: | 2600 Park Marina Drive Redding, CA 96001 | Address: | 2600 Park Marina Drive, Redding, CA 96001 |
| Email: | ccoleman@shastacounty.gov | Email: | clstillwell@shastacounty.gov |

Approved as to form:

JOSEPH LARMOUR
County Counsel

By: Alan Cox Date: 03/03/2025 | 9:53 AM PST
9DBA0F43922240B...
Alan B. Cox, Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: Dolyene Lane Date: 02/28/2025 | 3:07 PM PST
63C841BCE38944C...
Dolyene Lane, Risk Manager

INFORMATION TECHNOLOGY APPROVAL

By: Tom Schreiber Date: 03/03/2025 | 6:54 AM PST
0323A26F4FD4408...
Tom Schreiber, Chief Information Officer