EXHIBIT A

Client ID: X646999

REAL ESTATE SOFTWARE

AMENDMENT NO. 1

This Amendment No. 1 (this "Amendment") is made effective as of August 1, 2019 (the "Effective Date") by and between MRI Software LLC, with its office at 28925 Fountain Parkway, Solon, OH 44139 ("MRI") and Client (collectively the "Parties" and each a "Party").

A. WHEREAS, MRI and Client entered into a certain Master Agreement along with a SaaS Services Schedule, Limited Software License and Maintenance and Support Schedule and Professional Services Schedule and an Order Document #1 effective December 1, 2018 (collectively "the Agreement").

B. WHEREAS, MRI and Client desire to enter this Amendment and amend certain provisions of the Agreement.

C. NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MRI and Client hereby agree as follows:

The Agreement is hereby amended by (a) deleting Order Document #1 in its entirety and replacing it with Order Document #2 and (2) by deleting the Limited Software License and Maintenance and Support Schedule. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

Housing Authority of the City of Napa ("Client") **1115 Seminary Street** **Napa, California 94559**	**MRI Software, LLC ("MRI")** **28925 Fountain Parkway** **Solon, OH 44139**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

EXHIBIT A

ORDER DOCUMENT #2
SAAS SERVICES

This Order Document #2 incorporates by reference and is governed by the terms and conditions of the Master Agreement dated December 1, 2018, the SaaS Services Schedule dated December 1, 2018, and the Professional Services Schedule dated December 1, 2018 (collectively, the "Agreement") between MRI and Client, and this Order Document is effective as of August 1, 2019 (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.

Housing Authority of the City of Napa ("Client")
1115 Seminary Street
Napa, California 94559

Signature: _____
Print Name: _____
Title: _____

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

Signature: _____
Print Name: _____
Title: _____

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

CLIENT CONTACT INFORMATION	
Administrator: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____ Cell: _____	**Technical Contact/Download Recipient**: _____ Address: _____ _____ E-mail: _____ Voice: _____ Fax: _____ Cell: _____
Billing Contact: _____ Address: _____ E-mail: _____ Voice: _____ Fax: _____	

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EXHIBIT A

SAAS SERVICES			
Products	**License Metric**	**Quantity**	**Territory**
1099s and Payment History	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
Custom Forms	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
Direct Deposit	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
FileMTCS	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
FSS Pro	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
HAPCheck	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
WaitlistCheck – Online Application Status	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
iFile	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
Inspections	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
Occupancy	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
Payments	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
Remote Screen Sharing	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
Waiting List	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
WaitlistCheck – Online Application Collection	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
Database	Each	Up to 1 Test Up to 1 Production	USA

ADDITIONAL SAAS SERVICES			
Products	**License Metric**	**Quantity**	**Territory**
8 to 9.1 Upgrade	Users Units	Up to 18 Named Users Up to 1,392 Units	USA
AssistanceCheck – Online Assistance Portal	Users Units	Up to 18 Named Users Up to 1,392 Units	USA

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EXHIBIT A

HQS Mobile Inspections (iPad)	Users	Up to 3	USA
iDIA (Integrated Document Imaging Archive) System	Users Units	Up to 18 Named Users Up to 1,392 Units	USA

FEES, PAYMENT AND TERM

Initial Term (1)	Effective Date	First Twelve Months SaaS Fees (2)
Five (5) Years	August 1, 2019	$49,629

(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.

(2) 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 increase in 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.

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 SaaS Services until such payment is received.

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Definitions

A **"Units"** is a space rented or designated 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.

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.

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 SaaS Services is limited to the number of authorized concurrent licenses paid for and held by the Client.

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

Self-Certification: Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by August 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.

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EXHIBIT A

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance Level: ☒ Standard

Fees: Maintenance is included in the SaaS Fees.

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: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
Email: _____	Email: _____

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EXHIBIT A

ORDER DOCUMENT AND STATEMENT OF WORK #608338

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement ("Agreement") with an effective date of December 1, 2018 and the Schedule for Professional Services of same date between **MRI Software LLC** ("MRI") and **Housing Authority of the City of Napa** ("Client") and is effective as of **August 1, 2019** ("Effective Date").

Client Name: **Housing Authority of the City of Napa**

PROJECT SCOPE AND SUMMARY

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

- Internet Based Training
  - Two (2) hours of training to review the Administrative Settings and how staff will be using Assistance Connect with their software
  - Two (2) hours of Follow up training to continue to review the portals and agency process in Housing Pro
- Project Management
  - Assist with settings and agency process and use of Assistance Connect
  - Work on agency process to incorporate Assistance Connect into day to day processes
- Installation
  - Install scheduled tasks on Housing Pro server
  - Test and confirm the import and export working successfully

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
   1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
   1.2. Statement of Work has been signed by the Client and returned to MRI.

PROJECT SERVICE DELIVERABLES

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

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.

2. Software and Software Documentation is provided in English only. Training and Support is provided in English with optional Spanish Language Assistance.

CHANGE CONTROL PROCEDURES

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

GENERAL ASSUMPTIONS

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

PRICING ASSUMPTIONS

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

1. MRI fees for the scope of Services described in this Statement of Work will be billed to the Client on a time and materials basis for hourly services and at a fixed fee basis for all other services per the Pricing Schedule below.
2. Project Change Requests (aka Change Orders) executed against this contract will be contracted at MRI standard rates.
3. Future work for MRI services not associated with this Statement of Work will be contracted at standard rates.
4. The cost estimates are for MRI personnel or affiliates and will be billed on a monthly basis.

EXHIBIT A

5. Identified SCHEDULES may be modified at the request and/or acceptance of Client. Changes in SCOPE will require PCR (see above).
6. Client is responsible for payment of any applicable taxes. MRI will invoice Client for any applicable taxes in connection with performance of the Statement of Work in accordance with the Agreement. Any tax amounts are over and above the fees and expenses noted in the Statement of Work and any amounts prepaid hereunder for such fees and expenses will not be applied to taxes due.
7. Pricing schedule is subject to change if Statement of Work is not signed within 30 days of creation date at which time this Statement of Work will expire.

PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Internet Based Training – *Initial and Follow up Training included*	$150	4 hours	Fixed fee	$600
Project Management	$150	10 hours	Fixed fee	$1,500
MRI Services Total				**$2,100**

AGREEMENT TO COMMENCE WORK:

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

Housing Authority of the City of Napa

Michael Kucz
mkucz@cityofnapa.org
(707) 257-9412

* Signature: _____

* Name: _____

* Date: _____

* Indicates required field

EXHIBIT A

ORDER DOCUMENT AND STATEMENT OF WORK #608338

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement ("Agreement") with an effective date of December 1, 2018 and the Schedule for Professional Services of same date between **MRI Software LLC** ("MRI") and **Housing Authority of the City of Napa** ("Client") and is effective as of **August 1, 2019** ("Effective Date").

Client Name: **Housing Authority of the City of Napa**

PROJECT SCOPE AND SUMMARY

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

- Internet Based Training
  - Training for all staff based on currently licensed modules – nine (9) hours
    - Modules include: Waiting List, Occupancy, iFile (FileMTCS), Payments & 1099's, Direct Deposit, FSS Pro, Inspections, and Custom Forms
  - Training for new modules will be conducted
    - iDIA – one (1) hour
    - HQA Mobile Inspections – one (1) hour
- Internet Based Follow up Training
  - Assistance with running processes for the first time in Housing Pro
  - GPS will be available for to two (2) hours of follow up training as needed. This time will be billed at actual time spent
  - Two (2) hours of training for new modules will be scheduled
    - iDIA – one (1) hour
    - HQS Mobile Inspections – one (1) hour
- Project Management
  - Phone based assessment and kickoff meeting with review of project plan and responsibilities
  - Pre-installation setup
  - Assistance in setting up new modules
    - iDIA – Archive Folder on server and getting users Holding folders configured
    - HQS Mobile Inspection – assistance in installing iPads will be provided
- Internet based Installation
  - Install server with new version of Housing Pro Server
  - Set up of new modules
- Setup and Configuration of Cloud Workspaces
  - Create and install Cloud Server and User Workspaces
  - Configure Housing Pro to work with the Cloud set up
- Data Conversion
  - Collect current Housing Pro files and convert to the new version
  - Delivery back to server that will be used for Housing Pro 9
- Custom Form Migration
  - Migrate forms into the new version

  - Up to 10 forms are included in the upgrade
  - $50 per form will be charged for any additional form over initial 10
- Custom Check Layout Migration
  - Migrate check layout to the new version of Housing Pro
  - No charge with upgrade
- Letterhead Scan
  - Create a letterhead scan to print on documents printed from Housing Pro
- Signature Scan for Documents
  - Create signatures to print on selected documents from Housing Pro, per user
  - Up to five (5) users

Out of Scope

- This SOW does not include hardware.
- MRI HAPPY will not provide installation of client user workstations. IT Assistance may be necessary to complete.
- Manual data entry of case files is not included in the scope of this project.

PROJECT PRE-REQUISITES

1. Before MRI is able to secure/book any MRI resources, provide any targeted start and end dates for project the following must be in place.
   1.1. The Master Agreement has been signed by both MRI and the Client, if applicable.
   1.2. Statement of Work has been signed by the Client and returned to MRI.
2. Client should have knowledge of scanners prior to training.
3. iPads need to be purchased prior to training. Basic knowledge of iPad functionality is recommended.

PROJECT SERVICE DELIVERABLES

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

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Client has review and meets the Hardware and Network Requirements provided to them.
3. Client or Client IT has reviewed and complies with Hardware and Network Requirements.

CHANGE CONTROL PROCEDURES

1. Changes to this Statement of Work ("SOW") may be requested at any time, by either party. As any proposed changes to the original scope of work might affect the price, schedule changes that incur additional fees or alter the terms of the original SOW must be approved by either party's Project Manager(s) or project representative(s) "prior" to amending the SOW and implementing the change.

2. This procedure will be used by the Parties to control changes to the SOW and changes to any previously approved services or deliverables.
3. The requesting party will create a Project Change Request ("PCR") which will serve as the vehicle for communicating the change. The PCR shall describe the change, the justification for the change, additional fees, and the impact such changes will have on the SOW.
4. The requesting party's designated Project Manager or project representative will review the proposed change and determine whether to submit the request to the other party.
5. The Parties will review the proposed PCR and will either approve, investigate it further or reject the PCR. The PCR will not be binding until signed by both parties.

GENERAL ASSUMPTIONS

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

PRICING ASSUMPTIONS

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

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

EXHIBIT A

PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Internet Based Training	$200	11 hours	Fixed fee	$2,200
Internet Based Follow up Training*	$150	Up to 4	Hours	$600
Project Management	$150	10 hours	Fixed fee	$1,500
Cloud Configuration and Setup	$150	9 hours	Fixed fee	$1,350
Internet based Installation	$150	4 hours	Fixed fee	$600
Data Conversion	$150	5 hours	Fixed fee	$750
Custom Form Migration* *(first 10 forms are free)*	$50	TBD	Per form	TBD
Custom Check Layout Migration	No Charge			No Charge
MRI Services Total				**$7,000**
*Time will be billed at actual time spent, if needed.				

AGREEMENT TO COMMENCE WORK:

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

Housing Authority of the City of Napa

Michael Kucz
mkucz@cityofnapa.org
(707) 257-9412

* Signature: _____

* Name: _____

* Date: _____

* Indicates required field