CONTRACT AMENDMENT AND EXTENSION

This CONTRACT AMENDMENT AND EXTENSION is made and entered into on April 4, 2013 between AGATE SOFTWARE, INC., having its principal office at 2214 University Park Drive, Suite 102, Okemos, Michigan 48864 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, HTFC and the Contractor entered into a single source procurement CONTRACT FOR SERVICES ("Contract") on March 15, 2011 to provide a web-based grant administration software program; and

WHEREAS, HTFC and the Contractor wish to extend and amend said Contract to provide to provide for additional services and deliverables; and

WHEREAS, the Contractor is engaged in the business of providing the types of services and deliverables set out in the Statement of Work ("SOW") annexed to this Contract Amendment and Extension (Exhibit "A"); and

WHEREAS, subject to the terms and conditions herein set forth, HTFC shall make funds available to enable Contractor to provide such services.

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained; it

STIPULATED AND AGREED as follows:

1. Contract Extension. The Contract for Services dated March 15, 2011 ("Contract") is hereby extended and in full force and effect to and including April 4, 2014.

2. Amended Scope of Services. The Contract is hereby amended to include the services and deliverables as set forth in the SOW, Exhibit "A" annexed hereto. The Contractor represents that the Contractor has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the Amended Scope of Services in a manner satisfactory to HTFC.

3. Payment. HTFC agrees to pay Contractor the amounts set forth in the SOW but in no event will the Contractor be paid more than $551,000 for the services and deliverables set forth in the SOW unless expressly authorized in writing by HTFC.

IN WITNESS WHEREOF, HTFC and Contractor, each acting with proper authority, have caused this Contract Amendment and Extension to be signed as of the date set forth below.

Agate Software, Inc.

By: [redacted]

Name: Tim Pearl

Title: President

Date: 4-19-13

Housing Trust Fund Corporation

By [redacted]

Name: Matthew Nelson

Title: President

Date: April 4, 2013

04/03/13

Submitted to:

New York State

Department of Homes and Community Renewal

CDBG Disaster Recovery Processing Tool

Statement of Work

Submitted by:

Mark Epolito
Account Manager
Agate Software, Inc.
2214 University Park Dr., Suite 102
Okemos, MI 48864
Ph: (517) 336-2511
Fax (517) 492-0452
mepolito@agatesoftware.com

Contents

Project Overview 4

1.0 Project Timeline 5

2.0 Project Acquisitions 6

3.0 Project Delivery 7

3.1 Foundations 7

3.1.1 IntelliGrants DR Core (Deliverable 1) 7

3.2 Onsite Sessions 8

3.2.1 Onsite Sessions (Deliverable 2) 8

3.3 Planning & Documentation 9

3.3.1 Project Management Plan (Deliverable 3) 9

3.3.2 Project Plan (Deliverable 4) 10

3.4 Configure & Rollout 11

3.4.2 Homeowner/Landlord Application (Deliverable 5) 11

3.4.3 Business Application (Deliverable 6) 11

3.4.1 Pre-Application Data Integration (Deliverable 7) 11

3.4.4 Eligibility Engine 1 (Deliverable 8) 11

3.4.5 Verification (Deliverable 9) 12

3.4.6 Eligibility Engine 2 (Deliverable 10) 12

3.4.7 Fund Reservation (Deliverable 11) 12

3.4.8 Work Write-Up (Deliverable 12) 13

4.0 Task Orders 14

4.1 Task Order Process Description 14

5.0 Project Management and Staffing Information 15

5.1 Agate Key Resources 15

5.2 HCR Key Resources 15

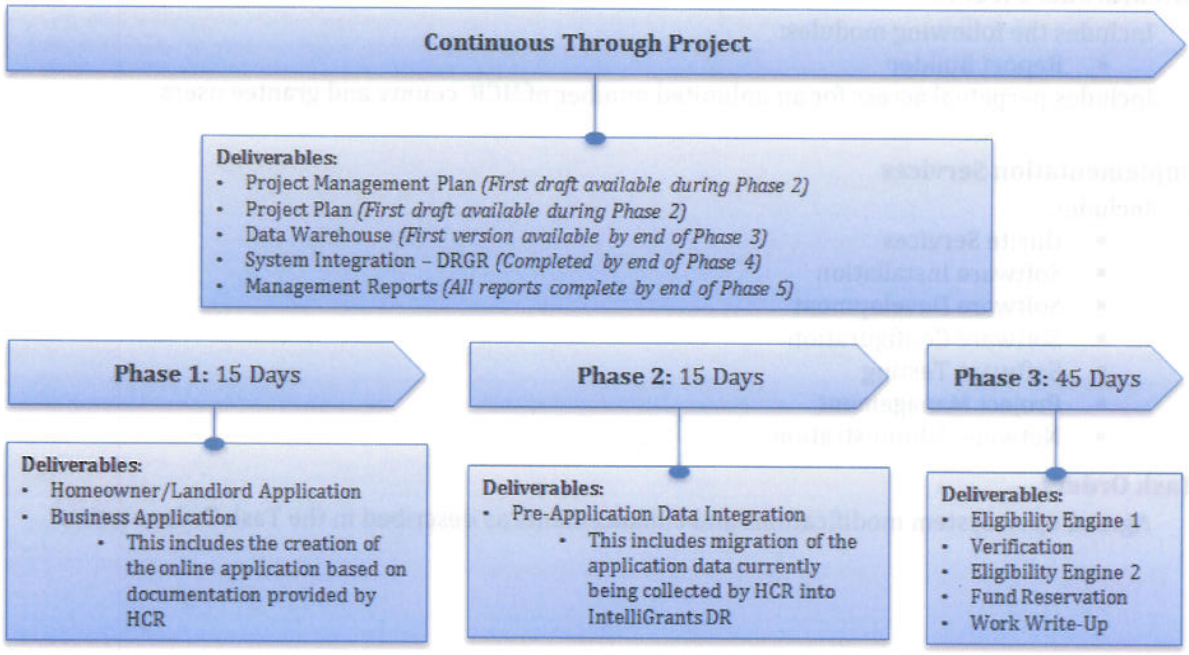
6.0 Pricing Information 16

7.0 Acceptance 17

1.0 Project Timeline

Overview

The project will consist of three phases projected to take 4 months. The most time-sensitive functionality will be included in the first phase and the remaining functionality will be included in subsequent phases as indicated in the graphic below. The diagram below is intended to provide an overview of the timeline. The actual project plan to be used during this engagement (deliverable 4) and will include a detailed description of all tasks and the actual timeline for delivery.



3.0 Project Delivery

Overview

The project delivery will be administered based on the information included in the Project Management Plan, Project Plan, and Notice to Proceed documentation for each deliverable.

3.1 Foundations

3.1.1 IntelliGrants DR Core (Deliverable 1)

Overview

IntelliGrants DR is a commercial off the shelf product that will be installed, configured, and customized to meet the specific requirements of this engagement.

- Attributes of IntelliGrants DR Core deliverable include:
    - Branding of the system to align with the desired color scheme, name and overall look and feel for the system
    - Installation of IntelliGrants DR in Agate's datacenter to allow for future configuration and customization efforts
        - If HCR hosts the application, Agate will provide a separate instance of IntelliGrants DR in HCR's environment specifically for the purposes of testing and planning
        - The instance of IntelliGrants DR installed in Agate's environment is where all configuration and customizations will be implemented
        - HCR will host a production environment that approved functionality will be pushed to
    - HCR confirms receipt of IntelliGrants DR
    - HCR signs off

3.3 Planning & Documentation

3.3.1 Project Management Plan (Deliverable 3)

Overview

The Project Management Plan will include sections that address the individual plans and steps that need to be taken during this engagement. This document will be created at the onset of the project following and will be continuously updated throughout the engagement.

- Attributes of the Project Management Plan deliverable include:

  - **Design and Acceptance**
    - Notice to Proceed Process
    - ProjeTrax usage
    - Acceptance Documents

  - **Communication Planning**
    - Identification and descriptions all project stakeholders
    - Descriptions of the communication needs of all project stakeholders
    - Descriptions of project status events requiring communication
    - Identification of communication methods to be used for this project
    - Identification of the communication path for project team members
    - Description of the communication escalation plan

  - **Testing Plan**
    - Each unit to be tested
    - The resources responsible for testing each unit
    - The timeframe for testing each unit
    - The dependencies and constraints that may affect each unit
    - The process for tracking incidents and their resolutions including an approval process that requires signoff by HCR
    - The Test Plan will be updated to include the user acceptance testing to take place as part of each deliverable

  - **Training Plan**
    - This will include a mix of onsite sessions, online tutorials and live online sessions that walk the key agency personnel through creating an opportunity for grantee's to view
    - The document will include the approach of the training, but will not include training materials as they will be produced later in the project
    -

  - **Maintenance and Support Planning**
    - Scheduled product patches, updates and new releases
    - Help desk support from 8:00 am – 8:00 pm by Agate
    - Defines service levels for help desk call

3.4 Configure & Rollout

Overview

The purpose of configure and rollout phase is to implement approved functionality in the system.

3.4.2 Homeowner/Landlord Application (Deliverable 5)

Overview

The purpose of the Homeowner/Landlord Application is to create forms that will be used to collect all required application information.

Attributes of the Homeowner/Landlord Application deliverable include:

- Notice to Proceed Documentation
  - Describes the agreed upon scope and delivery of the functionality
- Agate creates the functionality and makes it available for HCR review and testing
- HCR reviews and tests the functionality
- Agate makes required updates
- HCR signs-off

3.4.3 Business Application (Deliverable 6)

Overview

The purpose of the Business Application is to create forms that will be used to collect all required application information.

- Attributes of the include Business Application deliverable include:
  - Notice to Proceed Documentation
    - Describes the agreed upon scope and delivery of the functionality
  - Agate creates the functionality and makes it available for HCR review and testing
  - HCR reviews and tests the functionality
  - Agate makes required updates
  - HCR signs-off

3.4.1 Pre-Application Data Integration (Deliverable 7)

Overview

The purpose of the Pre-Application Data Integration is to take the pre-application data currently being collected by HCR and import it into IntelliGrants DR.

- Attributes of the Pre-Application Data Integration deliverable include:
  - Notice to Proceed Documentation
    - Describes the agreed upon scope and delivery of the functionality
  - Agate creates the functionality and makes it available for HCR review and testing
  - HCR reviews and tests the functionality
  - Agate makes required updates
  - HCR signs-off

3.4.4 Eligibility Engine 1 (Deliverable 8)

- Agate creates the functionality and makes it available for HCR review and testing
- HCR reviews and tests the functionality
- Agate makes required updates
- HCR signs-off

3.4.8 Work Write-Up (Deliverable 12)

Overview

The purpose of the Work Write-Up is to create functionality that allows for the upload of work write-up data and PDF documents into IntelliGrants DR.

- Attributes of the Work Write-Up deliverable include:
  - Notice to Proceed Documentation
    - Describes the agreed upon scope and delivery of the functionality
  - Agate creates the functionality and makes it available for HCR review and testing
  - HCR reviews and tests the functionality
  - Agate makes required updates
  - HCR signs-off

5.0 Project Management and Staffing Information

The following roles represent the key resources that Agate and HCR will provide for this project. Additional resources will be engaged by Agate and HCR but the key resources noted below are required to be provided by both sides.

5.1 Agate Key Resources

Agate will provide qualified resources at all levels on the project including the following roles:

- **Engagement Manger**
  - [redacted]
    - The Engagement Manager is responsible for contract performance and will serve as part of the escalation process and steering committee
- **Project Manager**
  - [redacted]
    - The Project Director is responsible for project delivery and will serve as part of the escalation process and steering committee

5.2 HCR Key Resources

Agate will provide qualified resources at all levels on the project including the following roles:

- **Project Sponsor**
  - TBD
    - The Project Sponsor is manager committed to the success of the project that will serve as part of the escalation process and steering committee
      - The Project Sponsor signs off on the Project Charter
- **Project Manager**
  - TBD
    - The Project Manager is the main point of contact and is responsible for engaging the HCR team during project delivery
      - The Project Lead is responsible for scheduling of HCR resources
- **Subject Matter Experts**
  - Various SME's will be called upon during the project in their areas of expertise
      - The HCR Project Lead will be responsible for communicating time commitments for SME's

7.0 Acceptance

Acceptance of this Statement of Work is indicated by the signatures below.

Agate Software, Inc,	**New York State Homes and Community Renewal**
Tim Pearl	MATTHEW NELSON
(Name)	*(Name)*
President	PRESIDENT, OCR, HTFC
(Title)	*(Title)*
[redacted]	[redacted]
(Signature)	
4-19-13	4/4/13
(Date)	*(Date)*

IntelliGrants Disaster Recovery™
License Agreement

This Agreement, effective as of 9/4/13, is made by and between Agate Software, Inc. ("Licensor"), a Michigan corporation, located at 2214 University Park Dr., Suite 102, Okemos, Michigan 48864 and New York State Homes and Community Renewal ("Licensee") located at Hampton Plaza 30-40 State Street Albany, NY 12207.

NOW THEREFORE, in consideration of the mutual promises set forth below, Licensor and Licensee agree as follows:

1. License Grant

   a. Grant. Licensor grants to Licensee, on the terms and conditions of this Agreement, a non-exclusive license for use, solely by New York State Homes and Community Renewal of the Licensor software and user documentation (collectively "Products") listed in Appendix B. The Products are licensed, not sold. The license is not transferable except as provided herein. Licensor reserves all other rights not expressly granted in this Agreement.

   b. Scope of License. The Products will be provided by Licensor as web applications, which will include a collection of files for installation on a web server and one database per application for installation on a database server. Licensee may not make any copies unless Licensee has paid the applicable fees. Products for which Third Party Software Requirements are specified in Appendix A are limited to use with those Third Party Software Requirements, and Licensee is responsible for obtaining any required licenses. If Products are to be used outside of the United States, Licensee must comply with the Export Restrictions set forth in Section 12.

   c. Assignment. Licensee may assign its rights under this Agreement to any other legal entity provided such assignment is pursuant to the sale of all or the majority of Licensee's assets, or pursuant to a merger, consolidation, or other reorganization. Licensee shall provide Licensor with written notice of such intended assignment no later than sixty (60) days prior to the intended date of assignment. Any permitted assignee must agree in writing to be bound by the terms and conditions of the Agreement as a licensee and must forward that writing to Licensor, as a condition of a valid assignment. In no event may Licensee assign or transfer any of its rights under this Agreement to any direct competitor of Licensor, or to any other third party except as permitted in this section. Any unauthorized assignment, sublicense, or other transfer by Licensee of this Agreement or the Products shall be void and shall be a material breach of this Agreement.

d. Internal Use. Licensee may use the Products only to process Licensee's own data and only for Licensee's internal operations, as defined in the IntelliGrants DR Web-based Grant Management System Proposal dated 04/03/13 and the corresponding Licensee purchase order. Licensee may not use the Products to offer timesharing or other computer based services to third parties, and may not sublicense, assign or otherwise permit use of the Products by third parties other than as permitted in this Agreement.

2. Term and Termination

The license term starts on the Effective Date of this Agreement and continues for a perpetual term unless terminated earlier in accordance with this Section. Licensor may terminate Licensee's license only in the event of a material breach by Licensee of this Agreement or Licensee Contract between the parties to which this Agreement is an attachment that is not cured within thirty (30) days after the giving of notice by Licensor. However, only one (1) day notice will be required in the event of infringement of Licensor's proprietary rights. Upon termination for any reason, Licensee agrees to stop all use of the Products, destroy all copies and certify their destruction to Licensor.

3. Pricing and Payment

For each Annual Support renewal period and for any other services provided hereunder, Licensee shall pay as invoiced at then-current prices, terms and conditions. Licensee agrees to pay all taxes associated with this Agreement, except for taxes on Licensor's net income. Failure to pay for license fees, service fees, annual support service fees and expenses by their due date shall constitute a material breach of this Agreement.

4. Annual Support

a. Support Services. Annual Support includes telephone and e-mail support for questions on the operation of the Products, as well as minor upgrades and patches for the Products. On-site support at any time during the term of this Agreement is subject to Licensor's then-current prices, terms, and conditions. All support is provided on a reasonable efforts basis only, and Licensee acknowledges that Licensor may not be able to resolve every support request. Support services can only be provided if the Product is in use with such Third Party Software Requirements as are specified in Appendix A. Any software patches, documentation, or other items provided as a part of the support services are solely owned by Licensor and will automatically be licensed to Licensee under this Agreement. Licensor will consult with the Licensee about any possible incompatibilities between the minor upgrades and patches and the customizations of the product and receive written approval from the Licensee BEFORE such patches and minor upgrades are applied. Licensor shall have the right to charge additional reasonable fees if Licensor spends time investigating or

fixing a problem for Licensee that is not caused by a current standard release of a Product licensed to Licensee. The purchase by Licensee of Annual Support for all licensed Products is a requirement of this Agreement.

a. Annual Support Renewal Periods. Annual Support begins with the Go Live date which is defined as the date the software is installed on a production server. The first year of Annual Support is due on the Go Live date. Annual Support is required to maintain an active license and each renewal is due on the successive Go Live anniversary date. Annual Support will be invoiced thirty (30) days prior to each renewal period with then-current prices and terms of Net 30 days.

5. Installation, Customization, Data Conversion, and Training Services, and Work Products

a. Any work products produced for Licensee as part of Installation, Customization, Data Conversion or Training Services will become Products licensed under this Agreement and are solely owned by Licensor.

b. Unless the parties enter into a separate written agreement with respect to Installation, Customization, Data Conversion and Training Services, those services will be performed under the terms and conditions of this Agreement.

i) Installation. In order for Licensor to install the Products, Licensee will let Licensor use Licensee's system and equipment necessary for installation and testing. Licensee will provide such Third Party Software as is specified in Appendix A.

ii) Customization. If customization services are included in Appendix C, all such customization will be documented in Appendix D.

iii) Data Conversion. Licensee is solely responsible for conversion of its data into the database format required by the Products; however if data conversion services are included in Appendix C, Licensor will provide services for conversion of Licensee's data from any reasonable form to the database format required by the Products.

iv) Training. Training will be provided on-site at Licensee's facility using Licensee's equipment. Training can be customized upon request of Licensee to meet Licensee requirements.

6. Limited Warranty and Remedy

Licensor warrants that it has the right to grant Licensee this license. Licensor further warrants that the first release of each Product installed by Licensor for Licensee will for one year after the date of installation by Licensor perform

[redacted]

substantially in accordance with Licensor's then current user documentation. Any unauthorized modifications made to Products by or on behalf of Licensee, or use other than with such Third Party Software Requirements as are specified in Appendix A., invalidates this warranty. Licensor makes no warranty and assumes no responsibility for any third party software licensed to or hardware acquired by Licensee or for any modifications, revisions or enhancements of the Products made by or on behalf of Licensee. Licensor does not warrant that the operation of the Products will be uninterrupted or error-free, or that all errors discovered in the Products can or will be corrected. **LICENSOR'S SOLE OBLIGATION AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY WARRANTY FAILURE UNDER THIS AGREEMENT IS, AT LICENSOR'S OPTION, THE CORRECTION OR REPLACEMENT OF THE NONCONFORMING PRODUCTS OR ALTERNATIVELY, REFUND OF THE INITIAL LICENSE FEE AS STATED ON APPENDIX C.**

7. Warranty Disclaimer

THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE. THEY ARE IN LIEU OF AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

8. Patents and Copyrights

Licensor will defend with the approval of the Attorney General's Office, and indemnify Licensee, at Licensor's expense, against any claim or suit against Licensee based on an alleged violation of a United States patent or copyright that arises out of Licensee's use of the Products as installed by Licensor and in accordance with this Agreement, and Licensor will pay all costs, settlements, or judgment finally awarded, provided (i) Licensee gives Licensor prompt written notice of any claim; (ii) Licensor has the right to control the defense of the litigation; and (iii) Licensee takes such actions as Licensor may reasonably request at Licensor's expense. If a judgment is obtained against Licensee's use of any part of the Products, or if Licensor believes that there is a likelihood of a claim of infringement, Licensor shall, at Licensor's option and expense: (i) modify or substitute the affected Products (but provide Licensee with substantially the same functionality); (ii) obtain the rights to continue use; or (iii) terminate the license and take back the affected Products. In the event of such termination, Licensor will refund the license fees paid for the affected Products, less a reasonable charge for use to the date of termination. In the event the claim or liability could be avoided by the use of a current release, Licensor will provide Licensee with a copy of the current release at no extra charge. Licensor will have no obligation to defend and indemnify Licensee to the extent any claim

or liability is based upon: (i) Licensee's continued use of a non-current release of Products, if Licensee has received notice of a claim and a current release has been supplied to Licensee; (ii) modifications, revisions or enhancements to the Products made by or on behalf of Licensee; (iii) work performed to Licensee's specifications; or (iv) use of software not supplied by Licensor but used in combination with the Products. The terms of this Paragraph do not apply to intellectual property licensed or otherwise provided by Licensee to Licensor in order for the purposes of this Agreement to be accomplished. **THIS PARAGRAPH STATES LICENSOR'S ENTIRE LIABILITY FOR PATENT AND COPYRIGHT INFRINGEMENT.**

9. Limitation of Liability

a. Limitation. **EXCEPT AS OTHERWISE PROVIDED IN SECTION 8, "PATENTS AND COPYRIGHTS," LICENSOR SHALL HAVE NO LIABILITY FOR THIRD PARTY CLAIMS, AND LICENSOR'S LIABILITY AND THAT OF ITS AGENTS, REPRESENTATIVES AND EMPLOYEES TO LICENSEE FOR DAMAGES WITH RESPECT TO THIS AGREEMENT, PRODUCTS, OR OTHER ITEMS OR SERVICES SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST DATA, REVENUES, OR PROFITS, EVEN IF IT HAS BEEN ADVISED ABOUT THE POSSIBILITY OF THE SAME. THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY NATURE, WHETHER ARISING FROM CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. DAMAGES AS LIMITED BY THIS PARAGRAPH IS LICENSEE'S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.**

b. Force Majeure. Licensor will not be responsible for any delay or failure in performance caused by acts of God, any government or any other cause beyond Licensor's reasonable control.

c. Licensee Responsibility. Licensee is solely responsible for selecting and using Products and services to meet Licensee's needs and for establishing reasonable backups, accuracy checks, and security precautions to guard against possible malfunctions, loss of data, or unauthorized access. Licensee shall not modify, revise or enhance the Products other than as provided herein, or permit modification, revision or enhancement by third parties.

10. Ownership and Confidentiality

[redacted]

Licensor reserves all rights with respect to the Products under all applicable laws and treaties for the protection of intellectual property, and retains sole ownership of all right, title and interest, including but not limited to patent, copyright, trademark and trade secret rights in the Products, including work products that are the result of Installation, Training, Customization and Data Conversion Services. Licensee agrees that the Products constitute valuable confidential and proprietary products and trade secrets of Licensor. Licensee retains sole ownership of all of its data input into the Products. Likewise Licensee retains sole ownership of any of its copyrighted works provided to Licensor and hereby grants permission to Licensor to create such derivative works as are necessary in order for the purposes of this Agreement to be accomplished. Licensee agrees to take reasonable security precautions to prevent disclosure of Products to third parties and to protect and maintain confidentiality of the Products. Licensor will have the same confidentiality obligations for any specific confidential information Licensee supplies to Licensor, provided Licensee indicates in writing that the information is confidential at the time of disclosure.

Licensee agrees that it shall maintain the copyright and other proprietary rights notices that appear on and in the Products, and that it shall not make any copies or any use of the Products except as expressly set forth in this Agreement; cause or permit unauthorized access, use, copying, reproduction, disclosure, transfer, delivery or distribution by any means of all or any part of any Product; attempt to disassemble, reverse engineer, decompile, translate, modify, or discover the source code of any Product; separate components for use on more than one CPU; or merge all or any part of any Product with another program.

The parties agree that in the event of breach by Licensee of the provisions of this section, in addition to any other remedy the Licensor shall be entitled to seek a temporary restraining order or preliminary injunction from a court of competent jurisdiction to prevent Licensee from engaging in any further unauthorized use or disclosure of the Products.

Licensee may copy the Software in machine readable form for backup and archival purposes only as necessary to support Licensee's internal use of the Software with the Equipment on which use is licensed.

11. General

All Forms and Appendices are incorporated into and made a part of this Agreement by this reference. This Agreement shall be governed by and construed under the laws of the State of Michigan, exclusive of its choice of law rules. Licensee agrees to sole jurisdiction and venue in any Federal or state court in the State of Michigan. This Agreement, including its Forms and Appendices, contains the full understanding of the parties and supersedes all other proposals, understandings, samples, models, agreements, warranties, representations, or conditions, written or

oral, regarding its subject matter. This Agreement may be amended, modified or waived only in writing signed by the authorized representatives of both parties. Sections 6 through 12 shall survive termination of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. All notices shall be by personal delivery, by U.S. mail postage prepaid, by Federal Express or similar national delivery service, or by facsimile. Notices to Licensee shall be sent to Licensee's billing address. Notices to Licensor shall be sent to Licensor at the address first given in this Agreement. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or of any subsequent breach or default of the same provision of this Agreement. If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, then that provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

12. Export Restrictions

Products are subject to U.S. export control laws, including the U.S. Export Administration Act and Regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply fully with all export and import control laws and regulations of the United States and any other applicable country, including end-user, end-use and country destination restrictions.

THE ABOVE TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED by the parties each through its duly authorized representative.

(Please sign and return two copies. This agreement, any amendments and all future orders are subject to written acceptance at Licensor Headquarters in the State of Michigan.)

LICENSEE:	**LICENSOR:**
New York State Homes and Community Renewal	Agate Software, Inc.
B[redacted]	By: [redacted]
Name: Matthew Nelson	Name: Tim Pearl
Title: President, OCR, HTFC	Title: President
Dated: April 4, 2013	Dated: 4-19-13

[redacted]

APPENDIX A

Third-Party Software Requirements

Licensee shall acquire licenses* for its use of the following third-party software. Licensee's entire rights and obligations with regard to the third-party software are subject exclusively to the terms and conditions of those licenses:

Third-party software includes but is not limited to the following:

1. Microsoft SQL Server 2005 or 2008
2. Microsoft .Net Framework 3.5 SP1
3. Microsoft Chart
4. Crystal Reports 10.5 or higher

*Agate Software will cover the costs of third party software licensing if the system is hosted by Agate Software

[redacted]

Appendix B

Licensor grants to Licensee a non-exclusive license to the following Software Products and Documentation. The Products are licensed, not sold.

- IntelliGrants Disaster Recovery Product
- IntelliGrants Disaster Recovery Report Builder Module

[redacted]

Appendix C – IntelliGrants DR Order Form

Refer to the IntelliGrants DR Web-based Grant Management System Proposal dated 04/03/13 and the corresponding Licensee purchase order.

Details for any required customization services identified after the effective date of this License Agreement will be documented through a mutually agreed to statement of work including scope, timeline and budget. Unless otherwise stated in writing, the terms and conditions of the statement of work(s) are governed by this License Agreement.

[redacted]

Appendix D – Customizations

Refer to the IntelliGrants DR Web-based Grant Management System Proposal dated 04/03/13 and the corresponding Licensee purchase order.

Details for any required customization services identified after the effective date of this License Agreement will be documented through a mutually agreed to statement of work including scope, timeline and budget. Unless otherwise stated in writing, the terms and conditions of the statement of work(s) are governed by this License Agreement.

[redacted]