

PHA-Web Software License and Services Agreement

You must read and agree to all terms of this PHA-Web software license and services agreement (“Agreement”). You may accept all of the terms of this agreement by indicating your acceptance below. You may not use PHA-Web if you do not agree with all of the terms of this agreement.

Management Computer Services, Inc., a Florida Corporation (“MCS”), has developed computer software, databases, internet services, computerized screens, forms, reports, methods and conventions, (hereinafter collectively referred to as “PHA-Web”) for use by public housing authorities operating in the United States of America. Upon acceptance of all of the terms and conditions of this Agreement, MCS will grant a non-exclusive, non-transferable license to Licensee, authorizing Licensee and its Authorized Employees and Agents, as hereafter defined, to use PHA-Web in connection with the necessary operations of Licensee’s public housing authority. Licensee and its Authorized Employees and Agents shall not use PHA-Web for any other purpose. Title and ownership of PHA-Web and of the copyrights, trademarks and other intellectual property rights shall remain the sole property of MCS. The data entered by the licensed public housing authority (“Licensee”) and its Authorized Employees and Agents shall remain the property of the Licensee with the exception of the names, addresses and identification information required by MCS to identify the Licensee and its Authorized Employees and Agents. Licensee and its Authorized Employees and Agents may use PHA-Web only for the public housing authority activities of Licensee and are specifically prohibited from using PHA-Web for services on behalf of non-licensed public housing authorities, other businesses or individual activities.

License Fees and Services Charges

Use of PHA-Web by Licensee and its Authorized Employees and Agents is conditioned upon Licensee’s timely payment of all license and service fees charged by MCS. Further, Licensee and its Authorized Employees and Agents are authorized to use only those PHA-Web functions, applications and services (hereafter referred to collectively as “Subscribed Applications”) for which Licensee has specifically subscribed and paid. Licensee shall be required to specifically register and subscribe for each function, application and service used by Licensee and its Authorized Employees and Agents. Licensee shall pay MCS on a timely basis all subscription fees and other amounts set forth on the PHA-Website for all Subscribed Applications. MCS, in its sole discretion, reserves the right to change the license and service fees charged for Subscribed Applications or to institute new fees, offer alternative applications, pricing methods and payment schedules by posting reasonable notice on MCS’ website or sending such notice electronically by e-mail to Licensee’s License Administrator, as hereafter defined. MCS reserves the right to terminate the access of Licensee and its Authorized Employees and Agents to PHA-Web if Licensee fails to pay any license or services fees when due or if Licensee and its Authorized Employees and Agents fail to comply with any other terms and conditions of this Agreement.

Licensee shall be responsible for paying all expenses arising from or relating to the access of Licensee and its Authorized Employees and Agents to PHA-Web via the Internet including, without limitation, all telephone and other connection fees, the computers and other equipment necessary for making such connections, and all expenses relating to the maintenance, repair, servicing and replacement of such equipment. Licensee and its Authorized Employees and Agents shall use equipment, software and access methods meeting or exceeding the minimum specifications established by MCS (hereafter referred to as “Minimum Specifications”). MCS, in its sole discretion and at any time, may modify the Minimum Specifications required for use of PHA-Web.

Licensee shall provide MCS with the complete, accurate legal name, street address and telephone numbers for the Licensee's public housing authority. Licensee also shall identify the executive-level employee ("License Administrator") of Licensee who shall act as the primary contact for all communications between MCS and Licensee. Licensee shall notify MCS of the License Administrator's full legal name, direct line telephone number, if available, and e-mail address. Licensee shall notify promptly MCS of any change in the name, direct line telephone number or e-mail address of the License Administrator. MCS, in its sole discretion, may terminate this Agreement or suspend Licensee's license to use PHA-Web if the Licensee fails to comply with the foregoing notice requirements.

The software on PHA-Web is owned exclusively by MCS. Use of PHA-Web software is provided under license only. Licensee acquires no title, ownership or right to any of the PHA-Web software, computer screens, layouts, applications, functions or operations. Licensee and its Authorized Employees and Agents shall not use the PHA-Web software for any other purpose other than the necessary operations of Licensee's public housing authority. Licensee and its Authorized Employees and Agents shall not copy, download, reverse engineer or otherwise obtain or distribute any of the PHA-Web software, computer screens, layouts, applications, functions or operations.

Authorized Users

PHA-Web shall be used only by Licensee and its Authorized Employees and Agents. For purposes of this Agreement, the term "Authorized Employees and Agents" means all employees and agents of Licensee who are (a) designated in writing by Licensee as authorized users of the PHA-Web, and (b) approved by MCS, in its sole discretion. Licensee shall provide MCS with prior written notice of all employees and agents that Licensee wants to access and use the PHA-Web for the necessary operations of Licensee's public housing authority. Licensee shall ensure that the PHA-Web is not accessed or used by any other persons. MCS, in its sole discretion, reserves the right to deny approval of such persons as Authorized Employees and Agents. Licensee shall be solely responsible for the proper use of PHA-Web by its Authorized Employees and Agents for the necessary operations of Licensee's public housing authority. Licensee shall control the extent of access and use of PHA-Web by its Authorized Employees and Agents. The use of PHA-Web by Licensee's Authorized Employees and Agents shall be subject to all of the terms and conditions of this Agreement and Licensee's other agreements with MCS. Licensee shall require each Authorized Employee and Agent to read and agree to the terms of this Agreement and Licensee's other agreements with MCS. Licensee shall supervise the use of PHA-Web by its Authorized Employees and Agents, and shall immediately notify PHA-Web upon Licensee's receipt of notice of any violation by its Authorized Employees and Agents of this Agreement or any of Licensee's other agreements with MCS. Licensee also shall invalidate the password of any Authorized Employee or Agent who, for any reason, is no longer authorized by Licensee to access PHA-Web or whose employment with Licensee is terminated for any reason. Licensee warrants that the use of PHA-Web by its Authorized Employees and Agents shall comply in all respects with this Agreement and all other agreements between Licensee and MCS. Each Authorized Employee and Agent shall be required by Licensee to provide MCS with his or her complete legal name, business address, business telephone number and e-mail address. PHA-Web computers shall generate a unique password for each Authorized Employee and Agent. Thereafter, an Authorized Employee and Agent may change the password to a password of his or her own choosing, which may be subsequently modified at any time by such Authorized Employee and Agent. No more than one person may access or use PHA-Web with each unique password. Licensee shall be responsible for maintaining the confidentiality of each such password. MCS shall not be responsible or liable for the use of such passwords by unauthorized third parties. Licensee shall immediately notify MCS if it becomes aware of any security breach or unauthorized use of passwords. MCS, in its sole discretion and for any reason, may deny access to PHA-Web by any Authorized Employee and Agent. MCS, in its sole discretion and for any reason, may terminate the access of any Authorized Employee and Agent to PHA-Web and will do so for lack of use. If MCS denies access to PHA-Web to any Authorized Employee and Agent, the License Administrator shall contact MCS to determine the reason and, subject to MCS' approval, reactivate the access of the Authorized Employee and Agent.

Minimum Specifications

Licensee and its Authorized Employees and Agents shall use equipment, software and access methods meeting or exceeding all of the following Minimum Specifications:

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| Operating System: | Microsoft Windows Vista / Windows 7 / Windows 8 - 8.1 |
| Software: | Microsoft Internet Explorer 9, 10 or 11 Adobe Acrobat Reader (or compatible PDF reader) |
| Hardware: | 1.0Ghz (or faster) 32-bit (x86) or 64-bit Processor 1GB RAM 32-bit or 2GB RAM 64-bit 1 GB Free Disk Space Video Card at minimum of 1024x768 resolution 10/100/1000 Base-T Network Interface Card |
| Internet: | Broadband Internet Connection |

MCS, in its sole discretion and for any reason, may modify the Minimum Specifications required to use PHA-Web. Licensee, at its sole expense, shall procure and maintain equipment, software and access methods required to meet the Minimum Specifications required for use of PHA-Web.

Confidentiality

Licensee and its Authorized Employees and Agents will be accessing PHA-Web via the Internet. Licensee and its Authorized Employees and Agents acknowledge that neither PHA-Web nor MCS own, manage or in any way control the operations and security of the Internet. The Internet is an open system and neither PHA-Web nor MCS warrant or guarantee that third parties will not intercept or access Licensee's data. MCS will utilize encryption, firewalls, and such other security measures as MCS, at its sole discretion, deems reasonably appropriate. Licensee and its Authorized Employees and Agents hereby waive and discharge any claims, demands, and causes of action that they now or hereafter may have against MCS arising from or relating to any unauthorized access to Licensee's data or information or communications involving the use of PHA-Web by Licensee or its Authorized Employees and Agents. Licensee and its Authorized Employees and Agents shall notify MCS immediately if they become aware of any unauthorized access to Licensee's data or information or communications involving the use of PHA-Web.

Licensee and its Authorized Employees and Agents acknowledge that, by accessing and using PHA-Web, they will be utilizing confidential business information owned exclusively by MCS. Licensee and its Authorized Employees and Agents shall not disclose to any third party any information learned by them through their access to or use of PHA-Web including, without limitation, the design, conventions, methods, page layouts, database layouts or operations utilized by PHA-Web. The provisions of this confidentiality paragraph shall survive the expiration or termination of this Agreement.

PHA-Web Site Availability

Under normal operating circumstances, the PHA-Web site will be available for access and use by Licensee and its Authorized Employees and Agents twenty-four (24) hours a day, everyday of the year. Access to PHA-Web may be interrupted as a result of things beyond the control of MCS. Access interruptions may occur as a result of computer equipment failures, communication equipment failures, Internet failures, Licensee's Internet connection failures, software failures, computer viruses, acts of terrorism and other problems. Licensee and its Authorized Employees and Agents shall not hold MCS liable for any such interruptions, regardless of whether such interruptions result from any negligent actions or omissions by MCS and its employees and agents. MCS will make every reasonable effort to restore availability of PHA-Web for access and use by Licensee and its Authorized Employees and Agents as soon as possible. In addition, it may be necessary for MCS to schedule downtimes for computer equipment repairs, computer software maintenance, repairs to communication equipment, upgrades to equipment or programs or other things necessary to maintain or modify PHA-Web. If it is necessary to schedule downtimes, MCS will attempt to schedule downtimes in advance with notice to Licensee. MCS also will attempt to schedule downtimes in a manner that will cause the least interruption with Licensee's operations. Licensee and its Authorized Employees and Agents agree that they will not hold MCS liable for scheduled downtimes.

Licensee Data

Licensee shall be solely responsible for the selection and accuracy of data maintained by Licensee on the PHA-Web database. Licensee shall regularly audit data entered by its Authorized Employees and Agents on the PHA-Web database. Licensee shall regularly print reports of all data stored on PHA-Web as may be required for the operations of Licensee's public housing authority. Licensee agrees to retain such printed reports for such time and in such manner as Licensee may require to insure that Licensee always has complete, accurate and current copies of all data entered by Licensee and its Authorized Employees and Agents on PHA-Web.

Agreed Use Limitations

Licensee hereby warrants and represents that it is a public housing authority operating within the United States of America. The use of PHA-Web by Licensee and its Authorized Employees and Agents under this Agreement is limited to the necessary operations of Licensee's public housing authority. Licensee and its Authorized Employees and Agents shall not use PHA-Web for the provision of services to other public housing authorities, businesses or individuals. Neither Licensee nor its Authorized Employees and Agents may show or demonstrate any portion of PHA-Web to individuals or entities other than Licensee's Authorized Employees and Agents. Licensee shall refer all third parties including, without limitation, other public housing authorities, accounting firms, consultants, financial advisors, other businesses and individuals interested in using PHA-Web directly to MCS for demonstrations and information. Licensee warrants and represents that Licensee and its Authorized Employees and Agents shall not use PHA-Web for any unauthorized or unlawful purpose including, without limitation, purposes and operations prohibited by this Agreement or other agreements between Licensee and MCS, the United States copyright laws, laws governing trade secrets and trademarks, and other laws. Licensee and its Authorized Employees and Agents shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell PHA-Web or any related information, software, computer screens, functions print-outs or related products, services or benefits. Licensee and its Authorized Employees and Agents shall not reverse engineer, disassemble, decompile or otherwise attempt to discover the computer software, computer screens, applications, functions or other aspects of PHA-Web.

Limited Warranty and Disclaimer of All Other Warranties

MCS warrants that it will, at least once during each day of normal PHA-Web operations, backup Licensee's data stored on PHA-Web. MCS further warrants that it will retain such "backup data" for a period of fourteen (14) calendar days. Licensee and its Authorized Employees and Agents agree that MCS's sole liability for any failure or other problem involving PHA-Web shall be limited to providing Licensee with a copy of the most recent backup data in MCS's possession. MCS, in its sole discretion, may satisfy its limited obligations under this Agreement and paragraph by restoring Licensee's most recent backup data to PHA-Web or by providing Licensee with a copy of the backup data on a CD or other physical media. Licensee agrees to notify MCS within twenty-four (24) hours after it becomes aware of any data concerns. MCS shall have no responsibility to maintain backup data beyond fourteen (14) calendar days. Upon restoring Licensee's data to PHA-Web or providing Licensee with a CD or other copy on physical media, MCS shall have fully and completely discharged all of its liabilities and warranties to Licensee hereunder. Licensee shall retain printed copies of all data entered on PHA-Web for such time as Licensee deems appropriate and necessary for backup purposes. **MCS disclaims all other warranties. PHA-Web is provided "As Is" without any warranty of any kind other than stated above in this paragraph. MCS makes no other warranty of any kind whatsoever express or implied. Any and all other warranties are expressly disclaimed by MCS. MCS's disclaimers include, without limitation all warranties or liabilities relating to title, confidentiality, accuracy, non-infringement, availability, access, functionality or performance, fitness for licensee's purposes, errors or omissions, interruption of service, deletion of data, defects of software of calculations, delay in operation or transmission, computer viruses, equipment failure, communication failures, theft, destruction, unauthorized access, data alterations, use of confidential records, breach of contract, strict liability, torturous behavior, negligence, intention acts or any other cause of action.**

Hold Harmless

Licensee shall defend, indemnify, and hold MCS harmless from and against any and all claims, demands, causes of action, losses, lawsuits, proceedings, damages, liability, costs and attorney's fees incurred by MCS in connection with any claim arising out of a breach or alleged breach of any of the obligations set forth in this Agreement and any actions or omissions by Licensee or its Authorized Employees and Agents in connection with the use of PHA-Web regardless of the type or nature of such claim. Licensee and its Authorized Employees and Agents shall cooperate with MCS in the defense of any such claim. MCS, in its sole discretion, reserves the right to retain its own attorneys to defend any such claim and Licensee agrees to pay for MCS' attorney's fees and all related costs.

Assignment or Other Transfer

Neither this Agreement nor the license of Licensee and its Authorized Employees and Agents to use or access PHA-Web may be assigned, sold, shared, leased, rented, sub-licensed, distributed or otherwise transferred in any form to any other public housing authority, business, entity or individual. Licensee and its Authorized Employees and Agents agree to immediately notify MCS if they become aware of any violation or breach of this paragraph of the Agreement.

Termination

MCS, in its sole discretion, may terminate this Agreement immediately, for cause, and without prior notice or right to cure upon the occurrence of any one or more of the following events: (a) a violation of the terms and conditions of this Agreement by Licensee or its Authorized Employees and Agents; or (b) the enactment or promulgation of any law or regulation that, in MCS's sole discretion, limits MCS's ability to operate PHA-Web; or (c) any event beyond MCS's control making it impossible or impractical for MCS to continue the operation of PHA-Web; or (d) the cessation of Licensee's business or the transfer of Licensee's business or operations to another individual or entity that is not a Licensee of MCS.

Licensee may terminate this Agreement at any time, with or without cause, upon six (6) months prior written notice to MCS.

Jurisdiction Controlling Law

This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any judicial or other proceedings arising from or relating to the interpretation and enforcement of this Agreement, the collection of any amounts owed by Licensee hereunder, or the adjudication of any disputes between MCS and Licensee or its Authorized Employees and Agents shall be brought and venued in the State of Wisconsin. The Licensee and its Authorized Employees and Agents hereby waive any personal jurisdiction, venue and other defenses relating thereto. Licensee agrees to pay all costs and attorney's fees incurred by MCS in any disputes involving either (a) the use or misuse of PHA-Web by Licensee or its Authorized Employees and Agents, or (b) the collection by MCS of any fee or other amount owed by Licensee under this Agreement.

Force Majeure

MCS shall not be liable for any defaults, interruptions, delays or access failure due to acts of God or the public enemy, acts or demands of any government or governmental agency, acts of terrorism, strikes, fires, flood, accidents or other unforeseeable causes beyond MCS's reasonable control.

Complete Contract

This Agreement constitutes the entire understanding and agreement between MCS and the Licensee relating to the Licensee's license to use PHA-Web software. This Agreement supersedes and replaces all prior discussions and agreements between MCS and the Licensee relating to the subject matter set forth herein. This Agreement may be modified from time to time by MCS, in its sole discretion, by posting amendments and revised terms hereof on PHA-Web. Licensee agrees to review this Agreement and future amendments and revised terms hereof on PHA-Web from time to time in order to remain aware of MCS' amendments and modifications. Use by Licensee of PHA-Web following such amendments and modifications shall constitute acceptance thereof by Licensee.

Severability

If any portion of this Agreement is deemed by a court of law to be illegal or otherwise unenforceable, the parties agree that the illegal or unenforceable portion thereof shall be stricken and the remainder of the Agreement shall remain in full force and effect to govern the actions and relations of the parties.

Headings

Headings contained in this Agreement have been inserted for reference purposes only and shall not be construed as part of this Agreement.

Notices

All notices, requests, demands or other communications related to this Agreement shall be deemed effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Notices to MCS:

Management Computer Support, Inc.
ATTN: Scott R. Gleason, President
810 Monitor Street
LaCrosse, WI 54603

or

The most current address of MCS posted on the PHA-Web website.

Notices to Licensee:

To the Licensee's business address provided to MCS as part of this Agreement.