

**Garden Grove Housing Authority  
INTER-DEPARTMENT MEMORANDUM**

To: Matthew J. Fertal  
From: Susan Emery  
Dept: Director  
Dept: Community Development  
Subject: AGREEMENT WITH HAPPY SOFTWARE FOR SOFTWARE UPGRADES AND PURCHASE OF IPADS  
Date: January 22, 2013

OBJECTIVE

A request to approve an Agreement with HAPPY Software for the upgrade of the Housing Assistance Payment Planning Yearly software, and to purchase seven (7) iPads, which will be compatible with the new software.

BACKGROUND

The Housing Authority is working with the Information Technology Department (I.T.) to upgrade the current HAPPY software. A portion of the upgrade includes purchasing seven (7) new iPads to replace the current handheld devices that are being used by the Housing Inspectors, which are not compatible with the new system.

DISCUSSION

This upgrade was recommended by I.T. and included in the FY 2012-13 budget. The current system uses Filemaker 6, with the latest version being Filemaker 12. The new HAPPY system is quicker and more efficient in synchronizing with the main database. In addition, the new application is accurate in making calculations, and is capable of shortcuts that are done manually in the current system.

FINANCIAL IMPACT

There is no financial impact to the General Fund, as 100% of the fees will be paid by federal grants from the Department of Housing & Urban Development.

RECOMMENDATION

It is recommended that the Housing Authority Commissioners:

- Approve the attached Agreement with HAPPY software to upgrade the current software, and purchase seven (7) iPADS;
- Authorize the Director to execute the contract on behalf of the Authority; and
- Authorize the Finance Officer to issue Purchase Orders to purchase seven (7) iPads.



SUSAN EMERY  
Community Development Director

  
By: Danny Huynh  
Housing Authority Manager

**Recommended for Approval**

  
Matthew Fertal  
General Manager



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 www.happysoftware.com

## Contract to Provide Software and Related Services

This Agreement is made and entered into as of 12/19/2012, by and between HAPPY Software, Inc. ("HAPPY"), a New York corporation, with its principal place of business at 11 Federal Street, Saratoga Springs, NY 12866 and the City of Garden Grove Housing Authority ("Agency"), with its principal place of business at 11222 Acacia Parkway, Garden Grove, CA 92842. HAPPY and Agency collectively are sometimes referred to hereinafter as the "Parties", and individually as a "Party".

WHEREAS, Agency wished to enter into an Agreement for proprietary Software and services conforming to certain functionality and design requirements;

WHEREAS, the parties now desire to set forth the terms and conditions of the license and Support of HAPPY's proprietary Software to Agency, maintenance and Support services as described below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:

### Part 1 Definitions

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- 1.1. "Activation Code" means the code provided or reissued by HAPPY that permits Use of the Software and for which the Agency has paid the appropriate fees.
- 1.2. "Agency" means a Housing Authority as defined by the U.S. Department of Housing and Urban Development or HUD.
- 1.3. "Agreement" means this document and all of the attachments and exhibits thereto, together with any future written and executed amendments.
- 1.4. "Installed Users" means the greater of the number of active users registered in the Software or installed.
- 1.5. "Software" means the current version of the listed modules of Software of proprietary HAPPY Software product(s) designated in Attachment B.
- 1.6. "Support" means the assistance provided to Agency by HAPPY for the then-current version of the Software.
- 1.7. "Use" means that the Software is either loaded in the temporary memory of a computer or installed in the permanent memory of a computer.

### Part 2 Contract Terms

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#### 2. Grant of License

2.1. Subject to the terms and conditions set forth in this Agreement, HAPPY grants to Agency a nonexclusive and nontransferable license to Use the Software solely in connection with Agency's business operations: (i) for the permitted number of Installed Users, (ii) for the period of time set forth in Attachment B, and (iii) for which Agency will receive an Activation Code.

2.2. Agency grants to HAPPY or its independent accountants the right to examine its books, records and accounts during Agency's normal business hours or to electronically transmit and collect information

solely for the purpose of verifying compliance with the above provisions. In the event such audit discloses that the number of Installed Users is exceeded, Agency will promptly pay to HAPPY the appropriate license fee for the additional computers or users. At HAPPY's option, HAPPY may terminate this license for failure to pay the required license fee.

2.3. Agency may make one (1) archival copy of the Software provided Agency affixes to such copy all copyright, confidentiality and proprietary notices that appear on the original.

### **3. Use Restrictions**

3.1. Agency may not (a) modify, adapt, translate, rent, lease, or loan the Software in whole or in part; (b) electronically transmit the Software over a network, except as necessary for Agency's licensed Use of the Software; (c) modify, disassemble, decompile, or reverse engineer the Software; (d) transfer possession of any copy of the Software to another party; or (e) Use the Software in any way not expressly provided for in this Agreement.

3.2. Agency may disclose the Software to certain third parties, including contractors or consultants performing services for Agency, for purposes consistent with its permitted Use hereunder, provided that Agency requires such third parties to utilize the Software and Documentation in confidence.

3.3. Agency may not modify, enhance or otherwise change the Software without the prior written consent of HAPPY. Agency and HAPPY agree that any such modifications, enhancements or changes, to the Software developed by Agency with or without advice or Support by HAPPY shall be the exclusive property of HAPPY.

### **4. Limited Warranty**

4.1. HAPPY warrants the Software as provided by HAPPY substantially conforms to its published specifications. Except for the foregoing, the Software is provided as is. This limited warranty extends only to Agency as the original licensee. Agency's exclusive remedy and the entire liability of HAPPY under this limited warranty will be, at HAPPY's option, refund of the purchase price or repair of the Software. In no event does HAPPY warrant that the Software is error free, that the Agency will be able to operate the Software without problems or interruptions, or that the Software will operate without conflict with other systems or software programs.

4.2. HAPPY warrants that the services to be performed under this Agreement by HAPPY shall be performed in a competent and professional manner.

4.3. Each party acknowledges that the other party makes no representations, warranties, including all implied warranties of merchantability of fitness for a particular purpose, or agreements related to the subject matter hereof, that are not expressly provided for in this Agreement.

### **5. Ownership**

5.1. The Software is licensed and not sold to Agency. HAPPY shall at all times retain title to and ownership of all Software, regardless of its form, including without limitation, any and all revisions, updates, upgrades, modifications, bug fixes and enhancements to the Software that are developed by HAPPY. Agency specifically acknowledges and agrees that it shall not acquire any ownership interest or proprietary right to any Software by virtue of this Agreement.

5.2. *Source Code Escrow.* HAPPY understands that Agency wants to protect itself from the possibility of HAPPY's failure as a company. HAPPY has deposited passwords to unlock the source code to the Software with a designated escrow agent, Eleanor Mullaney, Esq., in Saratoga Springs, New York, for the benefit of HAPPY's customers. If requested by the Agency, HAPPY will maintain the escrow account and regularly update the source code passwords deposited with the escrow agent to keep it current. Agency shall be entitled to receive a complete copy of the deposit in the event that HAPPY is no longer in business. An annual fee to maintain the escrow account will apply.

## **6. Confidentiality**

6.1. Each party shall hold in confidence and shall not disclose (except on a confidential basis to its employees, contractors and consultants who need to know and who agree to preserve the confidentiality thereof) all confidential information received from the other party in the same manner and to the same extent as it holds in confidence its own confidential information, and shall not use any such confidential information except for purposes contemplated by this Agreement. Notwithstanding the foregoing, confidential information shall not include any information which: (i) is or becomes part of the public domain through no act or omission on the part of the receiving party, (ii) is in the receiving party's possession, as evidenced by a writing, without an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iii) is released from confidential treatment by written consent of the disclosing party; (iv) is disclosed to the receiving party by a third party with the legal right to do so; or (v) is required to be disclosed pursuant to any legal, regulatory, or other governmental proceedings.

## **7. License Fee/Payment**

7.1. In consideration of the license granted and the services to be provided, Agency shall pay to HAPPY the fees outlined in Attachment B (the "Fees") within the Payment Schedule outlined:

- 10% due upon completion of Kick Off Meeting
- 40% due upon completion Installation
- 50% due 30 days after implementation (Go-Live)

7.2. Agency will pay all invoices within thirty (30) days of receipt of the invoice. HAPPY reserves the right to assess and Agency agrees to pay a service charge of one and one-half percent (1.5%) per month on all past due invoices.

7.3. Agency shall reimburse HAPPY for all direct and reasonable travel expenses incurred by HAPPY for services rendered under this Agreement. Agency shall pre-approve all travel expenses.

7.4. HAPPY will invoice Agency for all services rendered. In the event of a disputed invoice, Agency shall notify HAPPY within seven (7) calendar days of receipt of such invoice if the invoice or a portion thereof is in dispute. Such notice shall be in writing and shall describe with specificity the reasons for dispute. Payment for the undisputed portion shall be due in full within thirty (30) days of receipt of the invoice.

7.5. Agency agrees to pay all state and local sales or use taxes imposed on purchases of Software, Support, maintenance or any other services provided under this Agreement, or other taxes imposed on the purchase of the Software, whether current or retroactive in Agency's state. Each party shall assume full responsibility for the payment of federal, state and local taxes, charges or contributions imposed upon it or required of it under applicable tax, social security or other applicable laws.

## **8. Term and Termination**

8.1. *Term.* The initial term of this Agreement shall begin on the date this Agreement is executed by Agency and shall remain in effect for a period of one (1) year. This Agreement shall end upon termination by either party, such termination requiring the provision of sixty (60) days' prior written notice. Agency may only terminate this Agreement for material and uncured breach by HAPPY. Upon termination of this Agreement, Agency will pay to HAPPY all undisputed outstanding fees that remain unpaid and were accrued prior to the date of termination, and all licenses granted in this Agreement shall be automatically revoked.

8.2. *Term Renewal.* Upon expiration of the initial term, the Agreement shall be renewed for subsequent one (1) year periods unless terminated by either party. In order to terminate the Agreement during a subsequent period, the terminating party must give written notice to the other party at least sixty days prior to expiration of the renewal date. If the extension of the Agreement necessitates additional funding beyond that which was included in the original Agreement, an amendment to the Agreement shall be added with the additional funding requirements.

8.3. *Effect of Termination.* Upon termination of this Agreement, all of the licenses granted to Agency shall immediately terminate. Each party shall return to the other party any and all information received from the other party that has been marked "Confidential".

## **9. Intellectual Property Indemnity**

- 9.1. HAPPY agrees to defend Agency and to pay any judgments, costs and expenses, or amounts paid in settlement to which HAPPY agrees, which Agency may sustain as the result of any claim by a third party that the Software by itself and in unmodified form infringes or misappropriates such third party's United States copyright, trade secrets, or patent ("Intellectual Property Indemnity").
- 9.2. In order for HAPPY to provide its Intellectual Property Indemnity, Agency must provide HAPPY with prompt written notice of such claims or threat of such claims and HAPPY must be given full control and authority to investigate, defend and/or settle such intellectual property claim. In the event of any intellectual property claim, HAPPY may in its sole discretion either procure the rights to allow Agency's continued Use of the Software, or modify the Software so that it is not infringing on the claimed third party rights. Should the intellectual property claim result in Agency's inability to Use the Software, then Agency may terminate this License Agreement and receive a pro-rata refund of any unearned fees actually paid.
- 9.3. Agency agrees to defend, indemnify and hold HAPPY harmless, (and HAPPY's subsidiaries, affiliates, officers, employees, and directors) from any and all third party claims, liabilities, damages and/or costs (including reasonable attorney fees) due to or arising directly out of Agency's (or any End User's) Use of the Software; violation of this Agreement; unauthorized Use or known breach of security; or infringement or violation, of any intellectual property or other right of any person or entity related to the Agency's Content.

## **10. Limitation of Liability**

- 10.1. In no event will HAPPY, or any of its officers, directors, employees or affiliates, be liable for any lost revenue, profit, or data, business interruption, or for Special, indirect, consequential, incidental or punitive damages however caused and regardless of the theory of liability arising out of the Use or inability to Use the Software or accompanying materials, even if HAPPY has been advised of the possibility of such damages.
- 10.2. In no event shall HAPPY's total liability, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Agency. The foregoing limitations apply even if the above-stated warranty fails of its essential purpose. Some states do not allow limitation or exclusion of liability for consequential or incidental damages.

## **11. Miscellaneous**

- 11.1. *Authority.* Each party represents and warrants that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each is duly authorized and empowered to bind the party according to the terms hereof.
- 11.2. *Entire Agreement.* This Agreement is complete and contains the entire understanding between the parties. This Agreement supersedes any and all prior written and oral understandings, representations, negotiations, and agreements between the parties.
- 11.3. *Severability.* If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected and shall remain in full force and effect.
- 11.4. *Amendments.* No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

11.5. *Waiver.* A waiver by any party of the enforcement of any term or condition of this Agreement, whether express or implied, shall not constitute a waiver of such term or condition in the future, or of any other term or condition of this Agreement.

11.6. *Independent Contractors.* Nothing in this Agreement shall be construed as making either party the agent of the other. Both are independent contractors, neither having power to bind the other in relation to third party obligations whatsoever.

11.7. *Notice.* Any notices required to be given under this Agreement shall be in writing and shall be: (i) personally delivered; (ii) transmitted by postage prepaid registered or certified airmail, return receipt requested; (iii) deposited prepaid with a nationally recognized overnight courier service; or (iv) by facsimile or e-mail, the receipt of which is confirmed in writing. Either party may change an address by written notice to the other party. Notice shall be directed to the following addresses:

HAPPY:

HAPPY Software, Inc.  
Attention: Joe Mastrianni, President  
11 Federal Street  
Saratoga Springs, NY 12866

Agency:

City of Garden Grove Housing Authority  
11222 Acacia Parkway  
Garden Grove, CA 92842

11.8. *Force Majeure.* HAPPY's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

**Part 3**  
**Support Services**

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Support for HAPPY products is provided under the terms of the Definition of Support (Attachment A).

**Part 4**  
**Incorporation of Additional Documents**

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Included in this Contract by reference are the following documents in order of precedence:

1. Attachment A: Definition of Support
2. Attachment B: HAPPY Software Quote

**Agreement Signatures**

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**HAPPY Software, Inc.:**

JOSEPH MASTRIANNI  
(Typed or Printed Name)

PRESIDENT  
(Title)

  
(Signature)

12/19/2012  
(Date)

**City of Garden Grove Housing Authority:**


Matthew J Feral  
(Typed or Printed Name)

Executive Director  
(Title)

(Signature)

(Date)

**APPROVED AS TO FORM**

  
THOMAS F. NIXON  
City Attorney  
City of Garden Grove

DATED: 1/4/13



## Definition of Support

PLEASE READ CAREFULLY

### Definitions

- (i) "Incident" means a single issue, problem, or product usage question a Licensee requests HAPPY Software, Inc. (HAPPY) to analyze or resolve.
- (ii) "Software" means the current version of the listed modules of software of proprietary HAPPY product(s) designated on the Purchase Agreement or one single version immediately prior to the current version.
- (iii) "Support" means the assistance provided to Agency by HAPPY for the then-current version of the Software.
- (iv) "Update" means bug fixes and changes to maintain compliance with regulations. Updates are identified by a change in the number to the right of the decimal point in the product version number (e.g., Housing Pro 7.1).
- (v) "Upgrade" means a significant improvement to an existing product through added functionality and/or enhanced performance. Upgrades are identified by a change in the number to the left of the decimal point in the product version number (e.g., an upgrade from Housing Pro 7.0 to 8.0).

### General

By installing, accessing, or otherwise using the Software, Licensee agrees to be bound by these Support terms.

The Software is sold with Support. Support is sold at the time of the purchase and must be renewed at the end of each term to allow continued use of the licensed Software. Support begins upon the implementation "Go Live" date, or your Support renewal date, indicated on your Purchase Agreement and will continue for twelve (12) months. Support must be paid in advance of renewal date and is non-refundable. Support shall automatically renew for successive one-year periods unless either party delivers written notice to the other party of its intention not to renew. Termination by the Licensee requires sixty (60) days prior written notice. Support is non-transferable and is valid only for the Licensee. HAPPY may limit or terminate Support, or may elect not to renew Support to any Licensee who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by HAPPY in its sole discretion.

### Description of Support and Maintenance Services

If Licensee has paid all the applicable license and support fees to HAPPY Software, Inc. (HAPPY), the following terms apply.

#### 1. Updates

The Software is updated from time to time and whenever changes in Federal Regulations published as "Final" in the Federal Register are made and when such changes necessitate a change to the software. Changes to the Software will be made within 90 days of the effective date of the Final rule. Updates may require additional inputting or re-inputting of data by your agency and such inputting of data is not the responsibility of HAPPY. The only warranty we make is that the updated software will be fit for use and conform to the new regulations. Updates will be mailed to you, made available for download via the Internet or installed by HAPPY, at HAPPY's option. Instructions describing how to update the Software and a listing of changes to the Software will be included with Updates. Training and installation are not included. New versions of the Software will not include any customization for your agency except in modules specifically designed to survive Updates. Updates may require you to change or replace your existing hardware or system software. A new version of FileMaker® Pro, the operating environment for the Software, may be required for new versions of the Software and is not included with Updates. We reserve the right to update or change the Software at any time. Updates must be installed in a timely manner to ensure compliance with changed regulations and to avoid interruptions in use of the Software.

*Terms and conditions are subject to change – 1/11*



# Definition of Support

## 2. Technical Support

### Incidents

Licensee will receive Support for an unlimited number of incidents. HAPPY will answer your questions and help you to resolve your problems with the Software to the best of our ability. HAPPY reserves the right to limit each support contact to one hour or one incident.

### Availability

Support includes access to Technical Support representatives via phone, mail, email, fax, and web-based systems during regular business hours. Regular business hours are from 9:00 am to 5:00 pm Eastern Time, Monday through Friday. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond HAPPY's control. Phone and other communication charges for contacts with HAPPY are the responsibility of the Licensee.

### Response Time

HAPPY will attempt to respond to Licensees within published response times. This shall not be deemed a representation or warranty on HAPPY's behalf regarding the time within which a resolution, if any, may be available for any particular Incident. No remedy is available for HAPPY's failure to meet the published response time goal.

### Remote Assistance

In certain cases, remote access to your system may be required to most efficiently resolve an issue. HAPPY uses an industry standard remote assistance tool to provide this Support and reserves the right to refuse service or charge for Support should remote assistance via our standard tool be denied.

## Limitations

Support shall not include or be responsible for Incidents resulting from the following:

- Third-party services, products, or service providers
- Hardware, network or system connections or configurations
- Migration of Software to a new server or host computer
- Improper use, operation or neglect of the Software
- Alteration or modification to the Software
- Failure to implement recommendations in respect to solutions
- Use of the software for a purpose for which it was not designed
- Use that is inconsistent with published regulations and official guidance

Incidents not included in the standard Support contract will be billed at standard hourly rates. HAPPY will notify the Licensee in advance if a fee will be charged for services outside the scope of "Support".

## Upgrades

Upgrades to the software are not included in the Support contract. Availability, pricing and information about Upgrades, including required database engine changes, will be provided in advance.

## Terms and Conditions

HAPPY shall have the right to change or add to the terms of Support at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Support (including but not limited to pricing, technical support options, and other support-related policies) upon notice by any means HAPPY determines in its discretion to be reasonable.



11 Federal Street • Saratoga Springs, NY 12866  
518-584-4668 • 888-GT-HAPPY • Fax: 518-584-5388  
[www.happysoftware.com](http://www.happysoftware.com)

November 20, 2012

City of Garden Grove Housing Authority  
11222 Acacia Parkway  
Garden Grove, CA 92842

## Quote

### Housing Pro Upgrade - Software, Support and Services

This quote is valid until 1/31/2013.

#### HAPPY Software

<u>Item</u>	<u>Price</u>	<u>Quantity</u>	<u>Price</u>
HAPPY to Housing Pro Upgrade (per user) Includes: - Housing Pro Modules (for currently licensed HAPPY modules) - Required FileMaker® 11.0 Licenses	\$500.00	25	\$12,500.00
HAPPY to Housing Pro Server Upgrade Includes: - Required FileMaker® 11.0 Server License - Server Setup	\$2,500.00	1	\$2,500.00
HQS Mobile Inspections (iPad) - HP <sup>1</sup>	\$745.00	1	\$745.00
<b>Total HAPPY Software:</b>			<b>\$15,745.00</b>



## HAPPY Support

<b>Item</b>	<b>Price</b>	<b>Quantity</b>	<b>Price</b>
Housing Pro Support - HAPPY Support Contract will be transferred to cover Housing Pro (Current Support must be renewed on 6/1/2013). Includes: <sup>2</sup> - Waiting List - Occupancy - FileMTCS - Payments - 1099s & Payment History - Inspections - Report Writer - Custom Forms - FSS Pro - Remote Screen Sharing	TBD	1	\$0.00
HQS Mobile Inspections (iPad) for 1 Year - HP	\$450.00	1	\$450.00
<b>Total HAPPY Support:</b>			<b>\$450.00</b>

## Services

<b>Item</b>	<b>Price</b>	<b>Quantity</b>	<b>Price</b>
Phone-based Assessment & Kick-Off Meeting (per hour) - Introduction of Implementation Specialist - Review of Project Plan	\$125.00	1	\$125.00
Data Migration from HAPPY to Housing Pro (per day) <sup>3</sup> - Test & Final Conversion - Configuration of Agency & Setup Data	\$1,250.00	1	\$1,250.00
Custom Form Migration (per 8.5 x 11 page) - Additional Forms migrated at \$50 per page	\$50.00	34	\$1,700.00
Custom Programming Migration (per hour) (Based on existing specifications) <sup>4</sup> - Custom Statistical Report (4 hours) - Custom Payment Export to in-house Accounting Software (4 hours)	\$200.00	8	\$1,600.00
Internet-based Installation - Housing Pro Upgrade (per hour)	\$150.00	2	\$300.00
On-site Initial Training - Housing Pro (per day) - 2 HAPPY Trainers for 3 Days	\$2,500.00	3	\$7,500.00
On-site Follow Up Training (per day) <sup>5</sup> - 1 HAPPY Trainer for 3 Days - Scheduled approx 30 days after implementation	\$1,250.00	3	\$3,750.00
Laptop Lab (per lab) - Used for hands-on training exercises	\$300.00	3	\$900.00
Letterhead Scan (per scan) <sup>6</sup>	No Charge	1	\$0.00
Project Management - Housing Pro Upgrade (per hour) - Review project plan and responsibilities - Pre-installation Setup	\$200.00	16	\$3,200.00



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**Total Services: \$20,325.00**

**Software**

<u>Item</u>	<u>Price</u>	<u>Quantity</u>	<u>Price</u>
Housing Pro Mobile Inspections License (per iPad)	\$500.00	7	\$3,500.00
<b>Total Software:</b>			<b>\$3,500.00</b>

**Expenses**

<u>Item</u>	<u>Price</u>	<u>Quantity</u>	<u>Price</u>
Travel Time (per day)	\$600.00	6	\$3,600.00
Airfare - based on 21-day advance notice, no Saturday stay (will be billed at actual cost)	\$575.00	3	\$1,725.00
Lodging (per night) based on GSA rates	\$170.00	12	\$2,040.00
Rental Car, Gas, Tolls, Parking (per day)	\$85.00	10	\$850.00
Meals and Incidentals (per day) based on GSA rates	\$76.00	15	\$1,140.00
<b>Total Expenses:</b>			<b>\$9,355.00</b>

**Discount**

<u>Item</u>	<u>Price</u>	<u>Quantity</u>	<u>Price</u>
Courtesy Discount (Valid until 1/31/2013)	-\$4,703.00	1	-\$4,703.00
<b>Total Discount:</b>			<b>-\$4,703.00</b>



Agency is responsible for sales and use tax if applicable.

<b>Total:</b>	<b>\$44,672.00</b>
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<sup>1</sup> Recommended for use with iPad 2 or greater. iPad not included.

<sup>2</sup> Existing HAPPY Support Contract will be transferred to cover Housing Pro. To avoid uninterrupted service, payment for Support Renewal in the amount of \$8,139 must be received by 6/1/2013. Support Renewal amount will increase with the purchase of additional modules not included on this quote. HAPPY Support Contract include licensing, updates and support as specified in HAPPY's Software License and Definition of Support.

<sup>3</sup> Conversion requires data to be provided in within the timeframe outlined on the project schedule.

<sup>4</sup> Custom Programming prices based on existing specifications. Any changes to specifications that results in additional programming time will be billed at our standard custom programming rate. Agency shall have 30 days from the date of delivery of the custom software to test and evaluate. If the custom software does not meet the functional specifications agreed upon, Agency shall provide HAPPY with written notice stating the discrepancies to be repaired.

<sup>5</sup> Follow-up training must be completed within 60 days of implementation.

<sup>6</sup> Letterhead scan allows for graphic no larger than 7.5" by 1.5" rectangle at the top of printed letters. The software does not support footer graphics.

\* Please see HAPPY Software's published Fact Sheets for specifications of software to be provided. These Fact Sheets shall be the baseline for all acceptance testing.

\* Training time quoted requires two separated conference rooms for concurrent sessions.

**Payment Terms:**

10% due upon completion of Kick-Off Meeting

40% due upon completion of Initial Training

50% due 30 days after Implementation (Go Live)

