

**Apex Housing Dashboard, Town of Apex, NC
CONTRACT**

This agreement (together with any other documents incorporated herein by reference and related exhibits and schedules, the “**Agreement**”) is made and effective as of the __ day of _April_, 2024 (the “**Effective Date**”) by and between the Town of Apex, NC (“**Client**”), and HR&A Advisors, Inc., a corporation organized and existing under the laws of the State of New York (“**Consultant**”) (Client and Consultant each a “**Party**” and together and collectively, the “**Parties**”).

WITNESSETH THAT:

WHEREAS, Client desires to develop a public-facing housing dashboard (the “**Dashboard**”) to track housing challenges and key housing metrics in Apex (the “**Project**”), and

WHEREAS, Client desires to retain the Consultant to provide services and deliverables in connection with the Project;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Scope of Services. The Consultant agrees to perform services (the “**Services**”) for Client in connection with the Project as further described in “**Exhibit A**,” which is attached to and is a part of this Agreement, and in accordance with the terms and conditions set forth in this Agreement, including but not limited to the General Terms set forth in “**Exhibit B**,” which is attached to and is a part of this Agreement.

2. Schedule. Consultant anticipates that the Services set forth in Section 1 of Exhibit A will be completed within six (6) months following the date this Agreement is executed by the Parties, provided that Client fulfills its obligations herein, and subject to modification by mutual agreement by the Parties, with the Services set forth in Sections 2 and 3 of Exhibit A to be provided during the three-year period that immediately follows the launch referenced in Section 1 of Exhibit A.

3. Personnel. The Consultant represents that it has, or will secure, at its own expense, all personnel or subconsultants required to perform the Services. Such personnel shall not be employees of or have any contractual relationship with Client. All Services will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state, federal and local law to perform such Services.

4. Fees and Expenses; Payment Terms; Interest on Late Payments. The cost of Services will be invoiced by the Consultant on the basis and rates set forth in **Exhibit C**, which is attached to and is a part of this Agreement. Invoices will be transmitted monthly by the Consultant to Client and will include requests for reimbursement of reasonable expenses incurred by the Consultant in performance of the Scope of Services at cost, such as third party data costs that are discussed with the Client before purchase. Client shall remit payment within 30 days of receipt of the invoice.

(a) In consideration of the provision of the Services by Consultant and the rights granted to Client under this Agreement, Client shall pay the fees set forth in this Agreement. Invoices will be transmitted monthly by the Consultant to Client and will include requests for reimbursement of expenses incurred by the Consultant in performance of the Scope of Services at cost.

(b) Client agrees to reimburse Consultant for all reasonable travel and out-of-pocket expenses incurred by Consultant in connection with the performance of the Services, not to exceed \$2,000.00.

(c) Client shall pay all invoiced amounts due to Consultant within 30 days from the date of Consultant's invoice. Client shall make all payments hereunder in US dollars by Wire Transfer or ACH.

(d) In the event payments are not received by Consultant within 60 days after becoming due, Consultant may:

(i) charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid;

(ii) upon written notice to Client, suspend performance for all Services until payment has been made in full.

5. Term, Termination, Suspension for Cause.

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter through the expiration of the three-year term referenced in Section 2 of Exhibit A unless sooner terminated pursuant to the provisions of this Agreement.

(b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

(i) materially breaches this Agreement, and the Defaulting Party does not cure such breach or provide a plan of cure acceptable to the non-Defaulting Party within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure;

(ii) becomes insolvent or admits its inability to pay its debts generally as they become due;

(iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 business days after filing;

(iv) is dissolved or liquidated or takes any corporate action for such purpose;

(v) makes a general assignment for the benefit of creditors; or

(vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Notwithstanding anything to the contrary in Section 5(a), Consultant may immediately terminate this Agreement upon written notice to Client if Client fails to pay any amount when due hereunder: (i) and such failure continues for 15 days after Client's receipt of written notice of nonpayment.

(d) If Client fails to make payments to the Consultant in accordance with this Agreement, in addition to the right of termination of this Agreement as set forth herein, at the Consultant's option and upon written notice to Client, Consultant may suspend some or all performance of Services under this Agreement and retain all deliverables and other work product (including without limitation the intellectual property rights therein) for which payment is outstanding. In the event of a suspension of some or all Services, retention of deliverables and other work product and/or the termination of the Agreement by the Consultant, the Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of Services. Before resuming Services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. The decision by the Consultant not to cease or suspend Services or any portion thereof, or the decision by the Consultant to suspend certain but not all Services under this Agreement, shall not constitute a waiver of its right to suspend or terminate performance of any or all Services under this Agreement so long as payments of undisputed amounts remain outstanding.

6. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment with regard to race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Consultant will act to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability.

7. Retention of Records. Consultant shall maintain all records pertaining to this contract for three (3) years after Client makes final payment or longer as required by applicable law.

8. Indemnification

(a) Consultant shall indemnify, defend and hold harmless Client and its officers, employees, agents and permitted assigns from and against any and all suits, claims, losses, damages, charges, or expenses, whether direct or indirect, and liability of every name and nature to which they or any of them may be put or subjected by reason of any personal injury or damage to real or tangible property, including reasonable attorneys' fees (collectively, "**Losses**") arising from or in connection with any breach by Consultant under this Agreement.

In no event shall any officer, shareholder, member, employee or agent of Consultant or Client (or any of Consultant's or Client's affiliates) be personally liable for the performance of either Party's obligations hereunder.

9. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, including but not limited to the Scope of Services attached as Exhibit A, General Terms attached as Exhibit B, Fee Schedule attached as Exhibit C and Product Options Form attached as Exhibit D, constitute the sole and entire agreement of the Parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

10. Client's Obligations. Client shall:

(a) Reasonably cooperate with Consultant in all matters relating to the Services;

(b) respond promptly to any Consultant request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Consultant to perform Services in accordance with the requirements of this Agreement; and

(c) provide such Client materials or information as Consultant may reasonably request and Client considers reasonably necessary to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects.

11. Client's Acts or Omissions. If Consultant's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Consultant shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay. [Notwithstanding Section 12(b) and Section 12(c) below, if Consultant's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Consultant may, by giving notice to Client, change the Services with respect to: (i) the fees, to which Consultant may add a delay charge to recover from Client the costs incurred from such delay; (ii) performance dates, and (iii) the allocation of resources.]

12. Change Orders.

(a) If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. Consultant shall, within a reasonable time after such request, provide a written estimate to Client of:

- (i) the likely time required to implement the change;
- (ii) any necessary variations to the fees and other charges for the Services arising from the change;
- (iii) the likely effect of the change on the Services; and
- (iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 27.

(c) Notwithstanding the above, Consultant may, from time to time change the Services without the consent of Client provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in this Agreement.

(d) Consultant may charge for the time it spends assessing and documenting a change request from Client on a time and materials basis in accordance with this Agreement.

13. Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

14. Intellectual Property. All intellectual property rights, including information, models, methodologies, technology, documentation, material, software (including reusable source code of general applicability), code, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, improvements, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under this Agreement or are prepared by or on behalf of Consultant in the course of performing the Services, including any items identified as such in this Agreement (collectively, the "**Deliverables**") except for any Confidential Information of Client or Client materials shall be owned exclusively by Consultant. Consultant hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free basis, solely to the extent necessary to enable Client to make reasonable noncommercial use of the Deliverables and the Services.

15. Confidential Information.

(a) All non-public, confidential or proprietary information of Consultant, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Consultant to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of Consultant unless disclosure is required under North Carolina Public Records Act. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to Client at the time of disclosure; or

(iii) rightfully obtained by Client on a non-confidential basis from a third party.

(b) Client agrees to use the Confidential Information only to make use of the Services and Deliverables as provided under this Agreement.

(c) Consultant shall be entitled to injunctive relief for any violation of this Section.

16. Limitation of Liability.

(a) IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17. Waiver. No waiver by Consultant of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Consultant. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Force Majeure. Other than Client's payment obligations hereunder, no Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts,

riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the control of the Impacted Party. The Impacted Party shall promptly give notice to the other Party, stating the period of time the Force Majeure Event is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

19. Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement. Notwithstanding the foregoing, claims for money may be assigned to a bank, trust company, or other financial institution without such approval, with notice of any such assignment or transfer to be furnished promptly to the non-assigning Party.

20. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

21. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of each Party hereto and their respective successors and assigns. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

22. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule.

23. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case

located in Wake County, North Carolina, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth in this Agreement or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

If to Client: Marla Newman
Director, Community Development and Neighborhood
Connections
Town of Apex, NC
Marla.newman@apexnc.org

If to Consultant: Phillip Kash
Partner, HR&A Advisors
99 Hudson Street, 3rd Floor, New York, NY 10013
pkash@hraadvisors.com

25. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of these terms, which by their nature should apply beyond the term of this Agreement, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Indemnification, Intellectual Property, Confidentiality, Governing Law, Submission to Jurisdiction, and Survival.

27. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

28. Counterparts. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[REMAINDER OF PAGE DELIBERATELY BLANK.
SIGNATURE PAGE AND EXHIBITS FOLLOW.]

IN WITNESS WHEREOF, *Town of Apex* and the Consultant have executed this Agreement as of the date first written above.

HR&A Advisors, Inc.

Town of Apex

Phillip Kash, Partner

By: _____
Signature

Print Name, Title

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Antwan Morrison, Finance Director

Exhibit A: Scope of Services

Consultant will perform the following Scope of Services:

1. Implement the product options selected by Client from the HR&A Housing Dashboard Product Options Form set forth in Exhibit D below and launch such customized version of the HR&A Housing Dashboard.
2. Host the customized version of the HR&A Housing Dashboard for Client for three years following its launch, unless HR&A's services are sooner terminated as set forth under the termination provision of the Agreement.
3. While hosting, perform basic annual maintenance services to maintain data connections with the most recently available data, functioning maps and charts, subject to the terms and conditions set forth in the Agreement.

Exhibit B: General Terms

1. Access; Use. HR&A authorizes Client to access and use the Dashboard, and to provide the public with access to and use of the Dashboard, strictly in accordance with this Agreement and any related documentation that HR&A provides Client. Client shall ensure that its employees and contractors comply with HR&A's instructions regarding Dashboard access, usage, and restrictions as described in this Agreement. Client agrees to immediately notify HR&A if Client learns or suspects that any of its employees or contractors have violated this Agreement or that any of Client's access credentials have been compromised or have been known to (or accessed by) an unauthorized person.

2. Restrictions. Except as may be expressly permitted by applicable law or expressly authorized by the Dashboard, Client shall not:

(a) copy the Dashboard or develop a software product that competes with the Dashboard;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Dashboard;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Dashboard or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Dashboard, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Dashboard, or any features or functionality of the Dashboard, to any third party for any reason, including by making the Dashboard available on a network where it is capable of being accessed by more than one device at any time; except for the limited purpose of making the Dashboard available to members of the general public;

(f) use any robot, spider, scraper or other automatic device, process, or means to access the Dashboard for any purpose, including monitoring, extracting or copying any of the material on the Dashboard;

(g) use any manual process to monitor or copy any of the material on the Dashboard, or for any other purpose not expressly authorized in this Agreement, without HR&A's prior written consent;

(h) frame, mirror, or otherwise incorporate the Dashboard or any portion of the Dashboard as part of any other mobile application, website, or service, without HR&A's prior written consent;

(i) use the Dashboard in any manner that could disable, overburden, damage, or impair the Dashboard or interfere with any other party's use of the Dashboard; or

(j) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Dashboard.

HR&A may audit Client's use of the Dashboard to confirm that Client is complying with this Agreement. Client shall cooperate with HR&A in this audit, and make available all information and materials that HR&A requests to conduct the audit. HR&A may suspend Client's access to the Dashboard if HR&A believes that Client is violating this Agreement or that suspension is otherwise necessary to protect the security, integrity, or other users of the Dashboard.

3. **Reservation of Rights.** Client does not acquire any ownership interest in the Dashboard or license to any underlying software code or algorithms, or any other rights thereto other than to use the Dashboard in accordance with this Agreement. HR&A, and its licensors and service providers, if any, reserve and shall retain its or their entire right, title, and interest in and to the Dashboard, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, and all improvements thereto. If Client provides oral or written feedback ("**Feedback**") on the features, functionality, overall performance, and other characteristics of the Dashboard, Client agrees to hereby assign all its rights in Feedback and any intellectual property rights therein to HR&A, without compensation. Client will not acquire any rights in the Dashboard by providing Feedback.

4. **Collection and Use of Information.** Client acknowledges that when someone uses the Dashboard, automatic means (including, for example, cookies and web beacons) may be used to collect information about the user's computer or mobile device and about the user's use of the Dashboard. Users also may be required to provide certain information about themselves as a condition to using the Dashboard or certain of its features or functionality. All information collected by or on behalf of Client through or in connection with the Dashboard shall be subject to an appropriate Privacy Policy that Client shall cause to be disclosed to such users in accordance with applicable law.

5. End User Terms of Use. Third parties that access the Dashboard ("**End Users**") will need to agree to terms of use as HR&A may reasonably require, as a condition to such access and use by End Users.

6. Updates. HR&A may from time to time in its sole discretion develop and provide Dashboard updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. Client agrees that HR&A has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Client further agrees that all Updates will be deemed part of the Dashboard and be subject to all terms and conditions of this Agreement.

7. Third-Party Materials; Capacity. The Dashboard may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services ("**Third-Party Materials**"). Client acknowledges and agrees that HR&A is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, continued availability, or any other aspect thereof. HR&A does not assume and will not have any liability or responsibility to Client or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to Client, and Client accesses and uses them entirely at Client's own risk and subject to such third parties' terms and conditions. Client further acknowledges that HR&A is neither a municipal advisor nor an appraiser and is not performing the services of a municipal advisor or providing appraisal services in performing services under this Agreement and making available through the Dashboard various third-party content and other information.

8. Term and Termination.

(a) HR&A may terminate this Agreement at any time with or without notice for any reason, including if HR&A ceases to support the Dashboard; if third-party data is no longer available, or access is restricted or the content is altered to the extent Client is unable to use said data for its intended purpose. HR&A may terminate this Agreement immediately upon notice if Client violates any of the terms and conditions of this Agreement.

(b) Upon termination:

(i) all rights granted to Client under this Agreement will also terminate;
and

(ii) Client must cease all use of the Dashboard.

(c) Termination will not limit any of HR&A's rights or remedies at law or in equity.

9. Disclaimer of Warranties. THE DASHBOARD ACCESS IS PROVIDED TO CLIENT "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, HR&A, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CLIENT.

10. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Exhibit C: Fee Schedule

Customize and Launch Apex Housing Dashboard: \$30k plus additional fees for custom features

Host Dashboard for Client and provide basic annual maintenance: \$8k billed annually

**Exhibit D:
HR&A Housing Dashboard
Product Description for Apex, NC**

Options	Digital Housing Needs Assessment	Dashboard	Data Customization	Engagement/Feedback/Support	Price
Premium Product – customization and proprietary data and analysis.	<ul style="list-style-type: none"> • Premium housing needs assessment report, auto-updated • 5 comparison geographies 	<ul style="list-style-type: none"> • Select 8 basic and premium indicators for each category (demographics, housing supply, etc.) with ability to customize indicator categories. • Premium map layers 	<ul style="list-style-type: none"> • Up to 5 custom map layers • Up to 3 additional local data sources • 2 custom charts per local data source 	<ul style="list-style-type: none"> • 2 scoping meetings (select and iterate on indicators and map layers) • 1 facilitated stakeholder feedback work session • 2 rounds of client feedback • 10 annual support hours 	<ul style="list-style-type: none"> • \$30k launch • \$8k annual maintenance • Additional setup fee based on custom features (see below).

Price includes:

- 3-year platform hosting by HR&A
- Basic annual maintenance while platform is hosted by HR&A – maintaining data connections with most recently available data, functioning maps and charts

Feature Descriptions

Feature	Description
Basic Digital Housing Needs Assessment Report	<i>Standardized housing needs assessment exploring population, economic, housing supply and housing affordability trends using publicly-available data. Includes 3 comparison geographies for some charts.</i>
Premium Digital Housing Needs Assessment Report	<i>Premium housing needs assessment exploring population, economic, housing supply and housing affordability trends using publicly-available and third-party data and proprietary data analysis. Includes 5 comparison geographies for some charts.</i>
Basic Map Layers	<i>Standardized map layers for population, economic, housing supply and housing affordability indicators.</i>
Premium Map Layers	<i>Custom map layers using local data sources such as zoning data, custom geographic boundaries (e.g., council districts), or environmental data.</i>
Comparisons	<i>Geographic comparisons for specified charts at the place, county, city or state level.</i>

Data and Indicators

Explanation of Terms

Comparison	What	Definition	Visualization Options
Temporal	How the indicator has changed over time is important	Indicator is shown at multiple points in time, or the percent change is calculated between points in time.	Line Chart; Bar Chart (additional bars for each year or period)
Geographic	How the indicator compares across different places is important	Indicator is shown for multiple geographies of the same or different level.	Choropleth Map; Line or Bar Chart (additional lines or bars for each geography)
Cross-Sectional	How the indicator compares across different categories is important	Categories of the indicator are compared to one another or to their share of the total.	Bar Chart; Stacked Bar Chart; Pie Chart; Stacked Line Chart (additional lines for each category)
Benchmark	How the indicator compares to an external benchmark is important	Indicator is compared to an agreed-upon benchmark metric.	Line or Bar Chart with Benchmark Line

Indicators

Population				
Indicator	Format	Data Source(s)	Time Period	Comparison
Population Over Time	Line Chart	ACS 5-Year	10 years	Temporal
Comparative Population Change	Line Chart	ACS 5-Year	10 years of change relative to Y0	Temporal/Geographic
Population by Age	Bar Chart	ACS 5-Year	Y0, Y5, Y10	Temporal/Cross-Sectional
Households Over Time	Line Chart	ACS 5-Year	10 years	Temporal
Share of Households That Have Children by Number of Adults	Pie Chart	ACS 5-Year	1 year	Cross-Sectional
Households by Size	Bar Chart	ACS 5-Year	10 years	Temporal/Geographic
Share of Family Households by Age of Children	Stacked Bar Chart	ACS 5-Year/PUMS	Y0, Y5, Y10	Temporal/Cross-Sectional

Households by Tenure	Stacked Bar Chart	ACS 5-Year	Y0, Y5, Y10	Temporal/Cross-Sectional
Tenure of Households with Children	Stacked Bar Chart	ACS 5-Year	Y0, Y5, Y10	Temporal/Cross-Sectional
Homelessness Over Time	Line Chart	HUD Point In Time	10 years	Temporal/Geographic
Youth Homelessness Over Time	Line Chart	HUD Point In Time	10 years	Temporal/Geographic
Household Racial Composition	Pie Chart	ACS 5-Year	1 year	Cross-Sectional
Change in Households by Race/Ethnicity	Bar Chart	ACS 5-Year	5-year and 10-year change	Temporal/Cross-Sectional
Household Income Distribution	Pie Chart	ACS 5-Year	1 year	Cross-Sectional
Household Income Distribution for Children	Pie Chart	ACS 5-Year	1 year	Cross-Section
Change in Households by Income Group	Bar Chart	ACS 5-Year	5-year and 10-year change	Temporal/Cross-Sectional
Comparative Median Income	Line Chart	ACS 5-Year	10 years	Geographic
Median Earnings by Educational Attainment	Bar Chart	ACS 5-Year	1 year	Cross-Sectional
Median Income by Race/Ethnicity	Line Chart	ACS 5-Year	10 years	Temporal/Cross-Sectional
Median Household Income by Tenure	Line Chart	ACS 5-Year	10 years	Temporal
Child Poverty Rate Over Time	Line Chart	ACS 5-Year	10 years	Temporal
Family Poverty Rate	Choropleth Map	ACS 5-Year	1 year	Geographic
Child Poverty Rate	Choropleth Map	ACS 5-Year	1 year	Geographic
10-Year Change in	Choropleth Map	ACS 5-Year	10-year change	

Child Poverty Rate				
Median Income	Choropleth Map	ACS 5-Year	1 year	Geographic
10-Year Population Change	Choropleth Map	ACS 5-Year	10-year change	Temporal/Geographic
Population Density	Choropleth Map	ACS 5-Year	1 year	Geographic
Predominant Racial/Ethnic Group	Choropleth Map	ACS 5-Year	1 year	Cross-Sectional/ Geographic

Jobs/Economics				
Indicator	Format	Data Source(s)	Time Period	Comparison
Total Jobs	Line Chart	BLS	10 years	Temporal
Comparative Unemployment Rate	Line Chart	BLS	10 years	Temporal/Geographic
Comparative Labor Force Participation Rate	Line Chart	BLS	10 years	Temporal/Geographic
Top 5 Occupations	Bar Chart	BLS	1 year	Cross-Sectional
Median Wage for Top 5 Occupations	Bar Chart	BLS	1 year	Cross-Sectional
5 Fastest Growing Occupations	Bar Chart	BLS	5-year change	Temporal/Cross-Sectional
Median Wage for 5 Fastest Growing Occupations	Bar Chart	BLS	1 year	Cross-Sectional
Median Income	Choropleth Map	ACS 5-Year	1 year	Geographic

Housing Supply				
Indicator	Format	Data Source(s)	Time Period	Comparison
Housing Starts by Year (Buildings and Units)	Line Chart	Building Permit Survey	10 years	Temporal
Units Permitted Per 1,000 Jobs Created Over Time	Line Chart	BLS; Building Permit Survey	10 years	Temporal/Geographic
Cumulative Change in Units by Building Typology	Line Chart	ACS 5-Year	10 years of change relative to Y0	Temporal/Cross-Sectional
Units by Decade Built	Bar Chart	ACS 5-Year	1 year	Cross-Sectional
Vacancy Status	Pie Chart	ACS 5-Year	1 year	Cross-Sectional

Share of Units Vacant and Available	Line Chart	ACS 5-Year	10 years	Temporal
Renter-Occupied Units by Typology	Pie Chart	ACS 5-Year	1 year	Cross-Sectional
Owner-Occupied Units by Typology	Pie Chart	ACS 5-Year	1 year	Cross-Sectional
Median Rent Over Time	Line Chart	Zillow	10 years	Temporal
Zillow Home Value Index	Line Chart	Zillow	10 years	Temporal
Deed Restricted Affordable Units Per 1,000 Households Over Time	Line Chart	NHPD	10 years	Temporal/Geographic
Deed Restricted Share of Units Affordable Under 60% AMI	Pie Chart	PUMS, NHPD	1 year	Cross-Sectional
Share of Units Vacant and Available	Choropleth Map	ACS 5-Year	1 year	Geographic
Share Multifamily	Choropleth Map	ACS 5-Year	1 year	Geographic
10-Year Change in Median Rent	Choropleth Map	Zillow	10-year change	Temporal/Geographic
10-Year Change in Median Home Value	Choropleth Map	ACS 5-Year	10-year change	Temporal/Geographic

Housing Affordability				
Indicator	Format	Data Source(s)	Time Period	Comparison
Income Required to Afford Median Rent vs. Median Income by Educational Attainment	Line Chart + Bar Chart	Zillow; PUMS	10 years	Temporal
Income Required to Afford Median Rent vs. Median Income by Top 5 Occupations	Bar Chart	BLS; PUMS	1 year	Cross-Sectional
Income Required to Afford Median Rent vs. Median Income by 5 Fastest Growing Occupations	Bar Chart	BLS; PUMS	5 years	Temporal/Cross-Sectional
Renter Cost Burden Rates	Bar Chart	PUMS	10 years	Temporal
Renter Cost Burden Rates by Presence of Children	Bar Chart	PUMS	10 years	Temporal/Cross-Sectional

Renter Cost Burden Rates by Income	Bar Chart	PUMS	10 years	Temporal/Cross-Sectional
Renter Cost Burden by Race/Ethnicity	Bar Chart	PUMS	1 year	Cross-Sectional
Renter Cost Burden for Older Adults	Bar Chart	PUMS	1 year	Cross-Sectional
Home Supportable at Median Income vs. Typical Home Price	Line Chart + Bar Chart	Zillow; PUMS	10 years	Temporal/Cross-Sectional
Owner Cost Burden Rates by Presence of Children	Bar Chart	PUMS	10 years	Temporal/Cross-Sectional
Owner Cost Burden Rates by Income	Bar Chart	PUMS	10 years	Temporal/Cross-Sectional
Owner Cost Burden by Race/Ethnicity	Bar Chart	PUMS	1 year	Cross-Sectional
Owner Cost Burden for Older Adults	Bar Chart	PUMS	1 year	Cross-Sectional
Comparative Homeownership Rate	Line Chart	ACS 5-Year	10 years	Temporal/Geographic
Homeownership Rate by Race/Ethnicity	Bar Chart	ACS 5-Year	1 year	Cross-Sectional
Homeownership Rate	Choropleth Map	ACS 5-Year	1 year	Geographic

Health and Wellbeing				
Indicator	Format	Data Source(s)	Time Period	Comparison
Disability Status by Age	Bar Chart	ACS 5-Year	1 year	Cross-Sectional
Health Outcomes	Bar Chart	ACS 5-Year	1 year	Cross-Sectional
Share of All Households without Internet Access Over Time	Line Chart	ACS 5-Year	10 years	Temporal
Share of Population Experiencing Asthma	Choropleth Map	ACS 5-Year	1 year	Geographic
Share of Population that is Physically Inactive	Choropleth Map	ACS 5-Year	1 year	Geographic
Share of Population in Poor or Fair Health	Choropleth Map	ACS 5-Year	1 year	Geographic