

AMENDMENT NO. 1

This Amendment No. 1 (this "Amendment") is made effective as of November 1, 2021 (the "Effective Date") by and between HAPPY Software, LLC, an MRI Software LLC Company, with its office at 28925 Fountain Parkway, Solon, OH 44139 ("MRI") and Client (collectively the "Parties" and each a "Party").

A. WHEREAS, MRI and Client entered into a certain Support Contract Renewal along with a Master Agreement and various Schedules incorporated therein effective January 1, 2019, and an Order Document #1 effective February 1, 2021 (collectively "the Agreement").

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

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

Both Client and MRI agree that the Support Contract Renewal, effective January 1, 2019, shall be stricken and terminated, except that the MRI Terms and Conditions listed therein (www.mrisoftware.com/termsandconditions) shall not be stricken and shall continue in full force and effect. The Parties also agree to terminate Order Document #1. Both Parties further agree that a new Order Document #3, effective November 1, 2021, governed by the incorporated MRI Terms and Conditions of the Support Contract Renewal dated January 1, 2019, shall be added to the Agreement. All rights and obligations that arose prior to the Effective Date related to the original Order Document shall remain in full force and effect. All other provisions of the Agreement remain in full force and effect

City of West Allis ("Client")
7525 West Greenfield Avenue
West Allis, Wisconsin 53214-4688

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

Signature:  11/12/2021

Signature:  11/12/2021

Print Name: Patrick Schloss

Print Name: Roman Telerman

Title: Executive Director of Economic Development

Title: Chief Financial Officer



**ORDER DOCUMENT #3
RECURRING SOFTWARE SERVICES**

This Order Document #3 incorporates by reference and is governed by the terms and conditions of the Master Agreement, the Limited Software License and Maintenance and Support Schedule, the SaaS Services Schedule, and the Professional Services Schedule between MRI and Client (collectively, the “Agreement”), and this Order Document is effective as of November 1, 2021 (the “Effective Date”). Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the Agreement. This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document.

City of West Allis (“Client”)
7525 West Greenfield Avenue
West Allis, Wisconsin 53214-4688

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

Signature: Patrick Schloss 11/12/2021

Signature: Roman Telerman 11/12/2021

Print Name: Patrick Schloss

Print Name: Roman Telerman

Title: Executive Director of Economic Development

Title: Chief Financial Officer

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

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

SAAS SERVICES			
Products	License Metric	Quantity	Territory
Happy			
AssistanceCheck-Online Assistance Portal	Named Users Units	Up to 8 Named Users Up to 849 Units	N. AMERICA
WaitListCheck-Online Application Collection	Named Users Units	Up to 8 Named Users Up to 849 Units	N. AMERICA
Database	Each	Up to 1 Production Database	N. AMERICA

LIMITED SOFTWARE LICENSE			
Products	License Metric	Quantity	Territory
Happy			
1099s and Payment History	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Custom Forms	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Direct Deposit	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
FSS Pro	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
HQS Mobile Inspections for iPad	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
iDIA System	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
iFile	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Inspections	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Occupancy	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA

Payments	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Remote Screen Sharing	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Report Writer	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Tenant Accounts Receivable (TARs)	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Waiting List	Named Users Units	Up to 8 Named Users (Inclusive of Addition) Up to 849 Units	N. AMERICA
Database	Each	Up to 1 Production Database	N. AMERICA
The Installation Site for the aforementioned Limited Software License Schedule is the address listed above unless specified otherwise.			

ADDITIONAL LIMITED SOFTWARE LICENSE

Products	License Metric	Quantity	Territory
Happy			
Additional 2 Named Users	Named Users	Up to 8 Named Users (Inclusive of Addition)	N. AMERICA
The Installation Site for the aforementioned Limited Software License Schedule is the address listed above unless specified otherwise:			

Recurring Professional Services

Products	License Metric	Quantity	Territory
Configuration Maintenance	Configurations	Configurations: Custom Payment Export	N. AMERICA

FEES, PAYMENT AND TERM

Initial Term (1)	Effective Date	Annual Recurring Fees (2)
Three (3) Years	November 1, 2021	\$22,903

- (1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.
- (2) The fees listed in this table include the recurring fees related to the products and services in the tables listed above. MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than the greater of (i) three and a half percent (3.5%); or (ii) the US Bureau of Labor Statistics Consumer Price Index (CPI-U) for the most recent year. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.

Payment Terms: Fees are due in U.S. Dollars annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide Services until such payment is received. For any fees due from the Client when exceeding the License Metrics listed above, Client shall be billed monthly in arrears for such overage in accordance with the terms of this Order Document. In no event shall Client be invoiced for fewer than the License Metrics listed or less than the Annual Recurring Fees (annualized) plus increase as outlined in footnote 2.

LICENSE METRICS AND USE RIGHTS DEFINITIONS

Definitions: The following definitions shall apply to the interpretation of this Order Document. If a definition is listed here and not listed within the foregoing tables or in additional Order Documents executed between the Parties, then that definition shall be disregarded.

An **"Affordable Unit"** is a Unit that is rented or leased to a tenant that, based on income, is eligible for rent subsidies from federal, state or local government agencies

An **"Advance Named User"** a Named User who is authorized to do web authoring and has self-service access which is greater than a Named User.

A **"Contract"** is an agreement to lease retail space rented to a tenant for the operation of a business and is characterized by a unique tenant, a unique mailing address, or a unique physical location.

A **"Commercial Lease"** or a **"Lease"** is a space rented or designed to be rented to a tenant for commercial use, including without limitation, an office space, a retail store space, a warehouse space or an industrial building space and is characterized by a unique tenant, a unique mailing address, or a unique physical location. Leases and Commercial Leases include without limitation Retail Leases.

A **"Conventional Unit"** is a Unit that is rented or leased to a tenant that, based on income, is eligible for rent subsidies from federal, state or local government agencies

A **"Mobile App Device License"** shall mean the number of unique log ins on the mobile devices application.

A **"Retail Lease"** is a Lease for retail stores to operate their business. Retail Leases shall be counted toward the total number of Commercial Leases purchased and shall not be additive to the total number of Commercial Leases purchased. By way of example, a Client purchasing 100 Retail Leases and 200 Commercial Leases shall have 50% of its Commercial Leases used as Retail Leases. Such Client shall only be entitled to use the Software on a total of 200 Leases. Clients purchasing Retail Leases must at the same time purchase at least the same number of corresponding additional Commercial Leases.

A **"Concurrent User"** license permits Client to assign an unlimited number of User IDs to its employees or Affiliates' employees, but simultaneous access to the Software License is limited to the number of authorized concurrent licenses paid for and held by the Client.

A **"Depreciation Book"** is a set of terms which defines one of the depreciation methods specifying how a particular fixed asset should be depreciated and the resulting calculations.

"DHCR Units" are those Units regulated by New York's Division of Housing and Community Renewal.

A **"Named User"** license permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licensed Program is limited to those specific named users.

An **"Inquiry User"** or **"Read Only user"**, license restricts user access to certain limited view only and report retrieval capabilities. Clients can assign Inquiry Only User IDs to a fixed number of Client Users whose simultaneous access to the system is limited to the number of authorized inquiry only licenses paid for and held by the Client.

A **"Named User"** license permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licensed Program is limited to those specific named users.

An **"Advance Named User"** a Named User who is authorized to do web authoring and has self-service access which is greater than a Named User.

"SaaS Flex", if listed, shall entitle the Client to a dedicated installation of the software inclusive of dedicated server instances (e.g., web and API farms, Reporting farms, SQL, etc.).

"SaaS Prime", if listed, shall entitle the Client to a dedicated installation of the software inclusive of dedicated server instances (e.g., web and API farms, Reporting farms, SQL, etc.). In a Prime environment the Client is also entitled to dedicated network segments that are logically separated from the rest of the MRI SaaS environment and inclusive of a dedicated active directory.

A **"Project"** is a real estate project the completion of which results in a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

A **"Portal"** is a single url provided for Client's use with Investor Connect Portal.

A **"Property"** is a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

A **"Unit"** is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location. "Units" include without limitation Conventional Units, Affordable Units, AHR Units and DHCR Units.

A **"Message Unit"** is a received SMS text (outbound or inbound), a sent email, or in a voice call situation each thirty second increment.

A **"Packet"** is an individual file containing a single document or multiple documents which are sent to a recipient via the Secure Sign product. An initiated, completed, canceled, incorrect, or incomplete file will be counted so long as it is sent out of the Secure Sign product, regardless of the status.

A **"Debt Contract"** is an agreement in which a debtor agrees to repay funds to a lender.

An **"Integration Profile"** is a blue-print for mapping from a specified third party data source into MRI Investment Management. The integration profile includes the field mapping and transformation logic to get the data into a usable format.

An **"Invoice"** is a request for payment initiated by one party to another.

"Production Database" means access to an instance of the products listed in a live environment, to be used to production purposes. A production database does not imply a segregated instance or walled-off application.

"Non-Production Database" means access to an instance of the products listed in a non-live environment. Such can be used for testing, training, or other non-production purposes. A production database does not imply a segregated instance or walled-off application.

Use Rights: The license to use the SaaS Service is priced based on Client's License Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licenses must be purchased by Client in the event the number of actual License Metrics exceeds such licensed quantity. If Client's actual License Metrics exceed such licensed quantity, then MRI reserves the right to charge a premium fee for any additional License Metric used. Additional Contracts, if applicable, must be purchased in blocks of not less than ten percent (10%) of the Quantity listed above. The cost for these additional licenses will be at MRI's then-current fees. There shall be no fees adjustments or refunds for any actual License Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not Usage.

Self-Certification: Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by November 1st of each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.

ADDITIONAL RECURRING PROFESSIONAL SERVICES TERMS AND CONDITIONS

“Consulting Credit” means a pre-purchased credit that can be applied to cover payment for Listed Services (as defined below) outlined in a subsequent SOW. Client may use any unexpired and unused Consulting Credits toward a Professional Services engagement during the Term. Each “Consulting Credit” has the purchasing power of one U.S. Dollar (\$1) under the subsequent SOW. By way of example, if Client wishes to use its Consulting Credits to pay for a \$50,000 SOW, it would use 50,000 Consulting Credits. Unused Consulting Credits will expire at the end of each twelve (12) month period. Consulting Credits cannot be applied toward travel and lodging expenses. If Client does not comply with the use limitation as defined above, Client may be charged additional fees equivalent to the resulting fees for the related services incurred. In the event that the then-current term is not a full year, the Consulting Credits will be pro-rated to the current annual invoice period.

“Listed Services” shall include scoping and specification writing, configurations to the Software, testing assistance, and/or training and as described in an executed SOW or Order Document between the Parties.

All Consulting Credits must be used within twelve (12) months of the Effective Date or anniversary of the Effective Date, as applicable. All Consulting Credits not used within twelve (12) months from its date of availability will expire. Consulting Credits do not roll over from year to year. There will be no refunds for unused Consulting. Notwithstanding the foregoing, Consulting Credits may be used in the twelve (12) month period provided the Client has executed a SOW with MRI for a specific service. Recurring Professional Services may be used only by the Client and may not be sold or transferred.

Consulting Credits may be redeemed by executing one or more Statements of Work or Order Document (individually and collectively an **“SOW”**) with MRI for an agreed upon scope of services. MRI will perform the mutually agreed upon Professional Services for Client described in the SOW as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement.

Use of Consulting Credits are governed by the terms of the Master Agreement, Order Documents, Schedules, Work Authorization, and/or Statement of Work entered into between Client and MRI. In the event of any conflict between the terms of this Order Document and the Master Agreement, the terms of the Master Agreement shall control and govern. In the event of any conflict between the terms of this Order Document and the Professional Services Schedule, the terms of the Professional Services Schedule shall control and govern. Except as expressly stated elsewhere in this Order, in the event of a conflict between the terms of this Order Document and the terms of a SOW, the terms of this Order Document shall prevail.

If purchased by the Client, Configuration Maintenance Services entitles the clients to receive Maintenance and Support, as defined in the MRI Terms and Conditions, for the Configurations listed in the table above. Configuration Maintenance Services does not include upgrade assistance for such Configurations.

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance and Support Level: Standard Maintenance and Support is included in the Fees. In the event that Client has purchased enhanced support services, such enhanced will be indicated in the Enhanced Support Services table above and the product line for which it was purchased. If no such indication is made, then Client has not purchased enhanced support services.

Designated Support Contacts:

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

One (1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

Name: <u>Mellena Hoppe</u>	Name: _____
Title: <u>Housing Coordinator</u>	Title: _____
Phone: <u>414-302-8427</u>	Phone: _____
Address: <u>7525 W. Greenfield Avenue</u>	Address: _____
Email: <u>mhoppe@westalliswi.gov</u>	Email: _____

Statement of Work – Work Authorization



ORDER DOCUMENT AND STATEMENT OF WORK #730476

This Order Document and Statement of Work incorporates by reference and is governed by the terms and conditions of the Master Agreement (“Agreement”) with an effective date of January 1, 2019 and the Schedule for Professional Services of same date between **HAPPY Software, an MRI Software Company** (“MRI”) and **City of West Allis** (“Client”) and is effective as of **November 1, 2021** (“Effective Date”).

Client Name: **City of West Allis**
Date: **October 20, 2021**

PROJECT SCOPE AND SUMMARY

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

New User Licenses – 2 new users

- Project Management
 - Provide an updated Activation code to include an additional user (if necessary)
 - Remote to new or replacement computer
 - IT assistance may be necessary

PROJECT PRE-REQUISITES

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

PROJECT SERVICE DELIVERABLES

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

PROJECT ASSUMPTIONS

1. Client is responsible for providing all necessary documentation for MRI to complete the Scope.
2. Administrative user to assist in completing installation will be available.

CHANGE CONTROL PROCEDURES

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



Statement of Work – Work Authorization



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

GENERAL ASSUMPTIONS

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

PRICING ASSUMPTIONS

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

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



Statement of Work – Work Authorization



PRICING SCHEDULE

MRI DELIVERABLE	RATE	QUANTITY	UNIT	EST. SERVICE FEES
Project Management	\$175	1 hour	Fixed fee	\$175
MRI Services Total				\$175

AGREEMENT TO COMMENCE WORK:

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

City of West Allis

* Signature:  _____

* Name: Patrick Schloss _____

* Date: 11/12/2021 _____

* Indicates required field



Certificate of Completion

Document Information

Document Number: f0612ae2-cc97-43c6-8c5e-cde81691e90b

Document Name: X577999 City of West Allis Amendment #1, Order #3 (HAPPY Renewal) (10.26.21LL)

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Document Owner: Ron Faber

Signatures: 5

Signatures/Initials

Patrick Schloss

Signed: 11/12/2021 1:30:50 PM EDT

IP Address: 216.56.108.96

Email Address: pschloss@westalliswi.gov

MRI Secure Sign Signature by:
Patrick Schloss
e84541b9-4183-4018-b946-28f0c9269c9a

Patrick Schloss

Signed: 11/12/2021 1:30:50 PM EDT

IP Address: 216.56.108.96

Email Address: pschloss@westalliswi.gov

MRI Secure Sign Signature by:
Patrick Schloss
ab59d5d9-8c17-439d-ada7-1a7d90156532

Patrick Schloss

Signed: 11/12/2021 1:30:50 PM EDT

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4697de54-530e-4f97-b57a-1c9e99a78537

Roman Teberman

Signed: 11/12/2021 6:13:17 PM EDT

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Email Address: mrisignatory@mrsoftware.com

MRI Secure Sign Signature by:
Roman Teberman
c68d05d0-7c0f-4a67-bd0b-7158a39771b2

Roman Teberman

Signed: 11/12/2021 6:13:17 PM EDT

IP Address: 38.68.81.4

Email Address: mrisignatory@mrsoftware.com

MRI Secure Sign Signature by:
Roman Teberman
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