

ACCESS AGREEMENT
Procorem

THIS AGREEMENT (this “Agreement”) is made and entered into as of _____ (“Participant”), by and between _____ (“Participant”), and Rhode Island Housing and Mortgage Finance Corporation, a public corporation organized and existing pursuant to the Rhode Island Housing and Mortgage Finance Corporation Act, Chapter 55 of Title 42 of the General Laws of the State of Rhode Island, with a principal place of business at 44 Washington Street, Providence, Rhode Island 02903 (“RIHousing”) (collectively the “Parties).

WHEREAS, RIHousing allocates federal tax credits pursuant to the Low Income Housing Tax Credit Program, an initiative of the Internal Revenue Service, under which program RIHousing supports the development and rehabilitation of affordable rental housing and has certain ongoing compliance obligations; and

WHEREAS, RIHousing administers other loan programs and programs of financial assistance in support of affordable rental housing, under which RIHousing may have diverse ongoing compliance obligations and supervisory privileges; and

WHEREAS, RIHousing uses Procorem, a ProLink product, to facilitate secure communication between the agency and owners and managers of housing developments financed under the above-described affordable housing programs; and

WHEREAS, Participant has requested limited access to Procorem for purposes of responding to compliance monitoring and financial reporting requirements and submitting development and operating subsidy requisitions (the “Intended Purposes”); and

WHEREAS, the Parties agree as to the following provisions related to Participant’s access to Procorem.

NOW THEREFORE, the Parties hereby agree as follows:

1. Participant will designate certain of its employees (each an “Employee”) to have access to Procorem and, for each such Employee, will provide RIHousing with a User Authorization Form in the form established by RIHousing.
2. Upon receipt of a completed User Authorization Form, RIHousing’s System Administrator will add the Employee as a user of Procorem, invite the Employee into the applicable workcenter(s), and generate related credentials. Participant will cause its Employees to complete their Procorem profiles with all applicable company, title, and contact information.
3. The Employee’s Procorem privileges (the “Privileges”) may be revoked at any time by either party, with or without cause including, without limitation, if the Employee’s title, position, or responsibilities have changed or their employment with Participant is terminated.

4. ACCEPTABLE USE.

- (a) Participant may not, and shall cause its Employee not, to use Procorem to process transactions for third parties or permit others to initiate transactions on its behalf. Participants and its Employees may use Procorem exclusively for the Intended Purposes.
 - (b) Participant agrees, and shall cause its Employees, not to: use Procorem for any purpose other than the Intended Purposes, including accessing, uploading, emailing, posting, publishing, or otherwise transmitting any material in any way that may (i) menace or harass any person or cause damage or injury to any purpose or property, (ii) involve the publication of any material that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote discrimination, (iv) constitute unsolicited bulk email, “junk mail” “spam,” or advertising; (v) constitute an infringement of intellectual property or other proprietary rights, or (vi) otherwise violate applicable laws, ordinances, or regulations;
 - (c) Participant agrees, and shall cause its Employees, not to: copy, reproduce, distribute, republish, download, display, post, or transmit in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording, or other means, any information or data stored in or communicated through Procorem, except as is absolutely required for the Intended Purpose.
5. In the event that Participant revokes an Employee’s Privileges for any reason, Participant agrees to notify RIHousing by telephone at 401-457-1258 and email to lcoughlin@rihousing.com within forty-eight (48) hours of the revocation.
 6. Participant agrees to immediately notify RIHousing upon discovery of any unauthorized use of Procorem, or of any violation of these access provisions, by any of its employees, agents, or representatives, whether such unauthorized use or violation is intentional or unintentional. Participant will cooperate with RIHousing’s efforts to prevent all unauthorized use of Procorem.
 7. Participant agrees that it is solely responsible for the installation, maintenance, and operation of its computers and requisite software and for keeping its virus protection, malware, firewalls, and other standard system protection current. Participant agrees to maintain industry-standard information security policies and technology regarding anti-virus software and enterprise security.
 8. Periodically, RIHousing staff will send Participant Program Bulletins to keep the Participant apprised of updated security protocols, program updates, etc. Participant agrees to read and comply with all Program Bulletin instructions pertaining to Procorem as they are issued.
 9. Participant assumes all risk of error, failure, or non-performance of Procorem. RIHousing has no liability for any damage or other loss, direct or consequential, which

Participant may suffer or incur by reason of its use of Participant's computers or software. Participant agrees that RIHousing is not responsible for any loss, delay, cost, or liability which arises from Participant's use of Procorem.

10. PROVISIONS PURSUANT TO THE RHODE ISLAND IDENTITY THEFT PROTECTION ACT.

(a) These provisions implement the requirements of the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.2 et seq. In the course of its performance under this Agreement, Participant may receive certain personal information specific to RIHousing's customer(s) and applicants including without limitation: customer names and addresses, telephone numbers, email addresses, dates of birth, account numbers, social security numbers, driver's license or identification card numbers, employment and income information, photographic likenesses, tax returns, application forms, correspondence, copies of forms of identification, criminal background and credit check information, consent and other authorization forms, written references from third parties, income certifications and proof of income, family composition information, information obtained through commercial background or address verification reports, or other personal, financial, or asset information (hereinafter collectively referred to as the "Personal Information"). The maintenance and care of all Personal Information will be handled in strict confidence, and the confinement of its use to RIHousing is of vital importance. Participant acknowledges and agrees that:

(i) Any Personal Information disclosed to Participant by RIHousing or which Participant acquires as a result of its services hereunder will be regarded by Participant as confidential, and shall not be copied or disclosed to any third party, unless RIHousing has given its prior written consent thereto; and

(ii) Participant agrees to take all commercially reasonable measures to (A) ensure the security and confidentiality of the Personal Information, (B) protect against any anticipated threats or hazards to the security or integrity of the Personal Information, and (C) maintain reasonable security procedures and practices appropriate to Participant's size, the nature of the Personal Information, and the purpose for which the Personal Information was collected in order to protect the Personal Information from unauthorized access, use, modification, destruction or disclosure; and

(iii) When discarding any Personal Information, Participant will destroy it in a commercially reasonable manner such that no third party can view, copy, print or recreate the information, electronically or otherwise.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The parties may transmit signatures on this Agreement, whether on one or more counterparts, by electronic

transmission, or execute this Agreement using an electronic signing system, which execution shall be binding upon the parties.

IN WITNESS WHEREOF, RIHousing and Participant have caused this Agreement to be executed by their authorized representatives.

Rhode Island Housing and Mortgage Finance Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Revision Date: June 2, 2025