

**FIRST AMENDMENT TO BENEVATE INC SAAS SERVICES AGREEMENT
BETWEEN BENEVATE INC AND LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

THIS FIRST AMENDMENT TO SAAS SERVICES AGREEMENT (this "First Amendment") is made as of December 4, 2019, between Benevate, Inc ("Company") and Lexington-Fayette Urban County Government ("Customer").

RECITALS

- A. The Company and Customer entered into a SAAS SERVICES AGREEMENT dated September 12, 2019 (the "Agreement"), for the Company to provide hosted software for the administration and management of the Customer's housing and community development programs.
- B. The Customer has determined that it is necessary to amend the Agreement with the Company to (i) add additional services to the Scope of Work of the Agreement (the "Additional Services") and (ii) increase the compensation of the Company for the Additional Services.
- C. The Company and the Customer desires to enter into this First Amendment to (i) include the Additional Services and (ii) increase the compensation of the Company for the Additional Services.

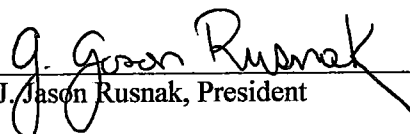
AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Customer hereby agree to amend the Agreement as follows:

1. Scope of Work. The Company shall provide the Additional Services as set forth in Exhibit A, attached hereto and incorporated herein by reference.
2. Compensation. The Customer shall pay Company one-time implementation fees and recurring per user fees as set forth in Exhibit A, attached hereto and incorporated herein by reference.
3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

Company



J. Jason Rusnak, President

Customer



Linda Gorton, Mayor

EXHIBIT A

Table below reflects pricing from Agreement dated September 12, 2019. Additional Services includes 2 additional users to be priced at Users 11-20 pricing tier. One Time Implementation Fee scope includes the following two programs:

1. Program to be named
2. Program to be named

| <u>Annual Recurring Fees</u> | <u>USER PRICE</u> | <u>FREQ</u> | <u>USERS</u> | <u>ANNUAL PRICE</u> |
|---|-------------------|-------------|--------------|---------------------|
| Neighborly Software Per Administrator Fee (Users 1-10) | \$157.50 | Monthly | 0 | \$0.00 |
| Neighborly Software Per Administrator Fee (Users 11-20) | \$112.50 | Monthly | 2 | \$2,700.00 |
| Neighborly Software Per Administrator Fee (Users 21+) | \$67.50 | Monthly | 0 | \$0.00 |
| - Technical Support | Included | | | |
| - Hosting/Security in Microsoft Tier IV Data Center | Included | | | |
| - Data Storage, Backup and Recovery | Included | | | |
| ANNUAL RECURRING TOTAL | | | | \$2,700.00 |

| <u>One Time Implementation Fee</u> | <u>UNIT PRICE</u> | <u>FREQ</u> | <u>UNIT</u> | <u>AMOUNT</u> |
|---|-------------------|-------------|-------------|-------------------|
| Software Implementation Per Program | \$1,500 | One Time | 2 | \$3,000.00 |
| - Software Configuration to Client Design | Included | | | |
| - Administrator Training | Included | | | |
| - Administrator Guide | Included | | | |
| - Travel | \$700 | Per Trip | 0 | \$0.00 |
| IMPLEMENTATION | | | | \$3,000.00 |