

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

THIS SECOND AMENDMENT TO SAAS SERVICES AGREEMENT (this "Second Amendment") is made as of May 26, 2021, 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 and amended March 4, 2021 (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 Second Amendment to (i) include the Additional Services and (ii) increase the compensation of the Company for the Additional Services.

AGREEMENT

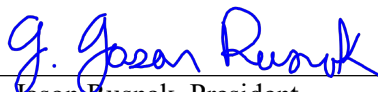
NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Customer hereby agree to amend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

- 1. Per User Pricing. The Company shall provide twenty (20) Additional Administrative Licenses as set forth in Amended Exhibit D, attached hereto and incorporated herein by reference.
- 2. Compensation. The Customer shall pay Company Annual Recurring fees as set forth in Amended Exhibit D, 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 set forth above.

Company

Customer



J. Jason Rusnak, President

AMENDED EXHIBIT D for Emergency Rental Assistance Module

Per User Pricing

Additional user licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing table below.

PRICING PER NAMED USER	USER PRICE	FREQ	USERS	ANNUAL PRICE
Neighborly Software Per Administrator Fee (Users 1-50)	\$200	Monthly	20	\$48,000
Neighborly Software Per Administrator Fee (Users 51+)	\$150	Monthly		\$0
ANNUAL RECURRING TOTAL				\$48,000
PRO-RATA (9.5 months) TOTAL				\$38,000
<i>(June 1, 2021 - March 14, 2022)</i>				

First Amendment = 10 Licenses Second Amendment + 20 Licenses = 30 TOTAL
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