

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

THIS FIRST AMENDMENT TO SAAS SERVICES AGREEMENT (this "First Amendment") is made as of August 27, 2021, between Benevate, Inc ("Company") and Lexington-Fayette Urban County Government, KY ("Customer").

RECITALS

- A. The Company and Customer entered into a SAAS SERVICES AGREEMENT dated March 4, 2021 (the "Agreement"), for the Company to provide hosted software for the administration and management of the Customer's Emergency Rental Assistance (ERA1) funding.
- B. The Customer has determined that it is necessary to amend the Agreement with the Company to (i) add additional services and funding 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. Unlimited Licenses Pricing. The Customer added new ERA2 funding in the amount of \$7,646,451.20, which results in additional licensing costs as set forth in the Amended Exhibit D, attached hereto and incorporated by reference.
- 2. The Agreement is hereby extended for an additional term of twelve (12) months, commencing on March 4, 2022 and concluding on March 3, 2023 ("Renewal Term #1").
- 3. Compensation. The Customer shall pay Company Annual Recurring fees as set forth in Amended Exhibit D, attached hereto and incorporated herein by reference.
- 4. 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

Customer

Jason Rusnak, President

Date

Date

AMENDED EXHIBIT D FOR EMERGENCY RENTAL ASSISTANCE

FIRST AMENDMENT

UNLIMITED USER PRICING– ERA 2 (3/4/2022 thru 3/3/2023)

IMPLEMENTATION & ONGOING SUPPORT	PRICE	FREQ	FEE	AMOUNT
- Software Implementation of ERAP Module	Included			
- Software Configuration for Tenant & Landlord Applications	Included			
- Software Configuration Reviewer & Payment Workflow	Included			
- Administrator Training (4 hrs Virtual)	Included			
- Hosting/Security in Microsoft FedRAMP Data Center	Included			
- Technical Support 8am - 7pm EST	Included			
- Data Storage, Backup and Recovery	Included			
ONE TIME TOTAL				
PRICING: UNLIMITED USERS				
PRICING: UNLIMITED USERS	USER PRICE	GRANT (\$)	FEE	ANNUAL PRICE
Unlimited Number of Licenses- Treasury Allocation ERA 2 - Lexington, KY	% of Grant	\$7,646,451.20	0.6%	\$ 45,879
ANNUAL RECURRING TOTAL				\$0
TOTAL				\$45,879

FIRST AMENDMENT TOTAL: \$45,879