

**FIRST AMENDMENT TO BENEVATE INC SAAS SERVICES AGREEMENT  
BETWEEN BENEVATE INC AND \_\_\_\_\_**

THIS FIRST AMENDMENT TO SAAS SERVICES AGREEMENT (this "First Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 between Benevate, Inc ("Company") and the \_\_\_\_\_ ("Customer").

**RECITALS**

- A. The Company and Customer entered into a SAAS SERVICES AGREEMENT dated \_\_\_\_\_ (month) \_\_\_\_\_ (day) \_\_\_\_\_ (year) (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 listed below 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. Participation in Micro-Enterprise Economic Development limited offer. Add one (1) new module to existing account to include: one (1) hour of customization from Company's best practice Micro-Enterprise Economic Development application and administrative sections.
- 2. Per-User/Per-Program Pricing. Program implementation fee waived. Free user licenses for any "new" administrative licenses through July 1, 2020. After July 1, 2020, existing contractual pricing will apply as set forth in Exhibit D, attached hereto and incorporated herein by reference
- 3. Compensation. The Customer shall pay Company Annual Recurring fees beyond July 1, 2020 as set forth in 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

\_\_\_\_\_  
J. Jason Rusnak, President

**EXHIBIT D**

**Per-User/Per-Program Pricing**

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

**CLIENT PRICING TABLE TO BE PROVIDED BELOW**