

**FIRST AMENDMENT TO BENEVATE INC SAAS SERVICES AGREEMENT  
BETWEEN BENEVATE INC AND CITY OF MADISON, WI**

THIS FIRST AMENDMENT TO SAAS SERVICES AGREEMENT (this "First Amendment") is made as of October 6, 2022, between Benevate, Inc. ("Company") and City of Madison, WI ("Customer").

RECITALS

- A. The Company and Customer entered into a SAAS SERVICES AGREEMENT dated July 21, 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 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 User Pricing. The Company shall provide unlimited licenses for the additional allocations as outlines in the amendment for the City of Madison and Dane County, Wisconsin as set forth in the Amended Exhibit D, attached hereto and incorporated herein by reference.
- 2. The Agreement is hereby extended for an additional term of one (1) year, commencing on September 25, 2022 and concluding on September 24, 2023 ("Renewal Term #1")
- 3. Compensation. Exhibit D of the Agreement shall be removed and replaced with Amended Exhibit D, attached hereto and incorporated herein by reference. The annual recurring fees will start on September 25, 2022 and continue for a 12-month period separate from Customer's existing term.
- 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

\_\_\_\_\_  
City of Madison, WI

**AMENDED EXHIBIT D**

**Unlimited User Pricing**

**Term September 25, 2022 thru September 24, 2023**

Urban Triage ERA2	\$ 12,589,006.52	0.9%	\$ 113,301.06
County ERA ERA1 & TRC County ARP	\$ 10,224,183.37	0.6%	\$ 61,345.10
County ERA ERA1	\$ 607,942.58	0.6%	\$ 3,647.66
			\$ -
Madison ERA1	\$ 9,250,443.14	0.9%	<i>Paid</i>
Madison ERA2	\$ 6,142,189.70	0.6%	\$ 36,853.14
Madison ERA1	\$ 25,749,557.00	0.6%	\$ 154,497.34
Madison ERA1	\$ 607,942.58	0.6%	\$ 3,647.66
			\$ -
Set Up	One-time fee		<i>Paid</i>
Data Migration	One-time fee		\$ 13,717.50
<b>TOTAL</b>			<b>\$ 387,009.45</b>