MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into by and between Benevate, Inc., d/b/a Neighborly Software, a Delaware Corporation (the "Company") and the Customer and establishes the terms under which Customer may use the Services offered by the Company.

1. DEFINITIONS.

a. "Authorized User" means those individuals designated and authorized by the Customer to use one of the purchased subscriptions to access the SaaS Services using his or her login credentials (email address and password), which may only be used by that single, named user.

b. "Confidential Information" means all information, in oral, written, machine readable, sample or any other form, that either Party discloses ("Discloser") to the other ("Recipient") relating to the business of Discloser, whether furnished before or after the Effective Date of this Agreement, including, without limitation, information related to pricing, products, services, security, and any implementing regulations or guidelines, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods or employees, that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda or other documents prepared by Discloser based on such Confidential Information.

c. "Documentation" means the then-current standardized description in relation to the SaaS Service and generally made available by the Company. Documentation requiring a Username and Password to access, is considered Company's Confidential Information.

d. "Customer Data" means all non-public information or data that is inputted into the Customer's Portal(s) by the Customer or the Customer's end users.

e. "Order" means a transaction document identifying the SaaS Services ordered by the Customer, the associated fees, and commercial details applicable to the order.

f. "SaaS Service" means the web-based 'Software-as-a-Service' technology platform and products as purchased by the Customer under an Order.

2. SOFTWARE AND SERVICES.

a. During the Term of this Agreement, Customer will have a subscription to, and use of, the SaaS Service, as described in detail in the Order, by enabling a portal(s) for Customer to access through a web browser (the "Portal").

b. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer. In the event that the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement. This Agreement does not contemplate any IP rights beyond the terms provided herein.

c. Company will make available to Customer all updates and any documentation for such updates to the SaaS Service. Company will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the SaaS Service.

d. Service Levels. Company will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%. For further specifications regarding the Service Levels, refer to Service Level Terms attached as Exhibit "A" to this Agreement.

e. Technical Support. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours"). Customer shall initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

f. Data Storage. All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.

g. Backup and Recovery of Customer Data. Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time.

3. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES.

a. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the SaaS Service or any software, documentation, or data related to the SaaS Service; (ii) modify, translate, or create derivative works based on the SaaS Service or any software (except to the extent expressly permitted by Company or authorized within the SaaS Service); nor (iii) use the SaaS Service for timesharing or service bureau purposes.

b. Customer represents, covenants, and warrants that Customer will use the SaaS Service in compliance with all applicable laws and regulations. Customer acknowledges and agrees that the Company shall not be liable for any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing.

c. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.

d. At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified in the Order or as formally requested and approved, in writing, during the Term. Customer is solely responsible for maintaining the status of its Authorized Users and the confidentiality of all login credentials and other Portal access information under its control. Customer will notify Company immediately if Portal information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other Portal access information that may have occurred or is likely to occur.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

a. Duty Not to Disclose Confidential Information. In connection with the Agreement, Recipient, and its employees and agents (collectively referred to as "Recipient" in this paragraph), may have access to the Confidential Information of the Discloser. Recipient shall keep the Confidential Information of the Discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. Recipient will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Confidential Information of the Discloser, without the Discloser's prior written consent. Recipient will have appropriate safeguards in place within its organization to restrict access to Confidential Information to only those individuals as needed in connection with the performance of this Agreement. Recipient will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall Recipient use less than reasonable care in protecting such Confidential Information.

b. Mandatory Disclosures. If Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of the Discloser, it shall, if legally permitted, provide Discloser with prompt written notice (via e-mail that is acknowledged as received) allowing the Discloser an opportunity to object prior to Recipient's compliance with requested disclosure. The written notice shall provide Discloser with sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Recipient shall produce only such Confidential Information as is required by the court order or governmental action.

c. Customer shall own all rights, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer in support of the provision of the SaaS Services.

d. Company shall own and retain all rights, title, and interest in and to (a) the SaaS Service, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.

e. Company shall have the right to collect, use, and disclose quantitative data derived from Customer's use of the SaaS Services for industry analysis, benchmarking, analytics, marketing, and other business purposes in support of the provision of the SaaS

Services. For clarity, any such data collected, used, and disclosed will be in anonymized, aggregate form only and shall not include any Customer Confidential Information or disclose any personally identifiable information.

5. **PUBLIC RECORDS**

    a. **In accordance with §119.0701, Florida Statutes, Company, when acting on behalf of the Customer, shall, as required by Florida law:**

        (i)   Keep and maintain public records required by the Customer to perform the Services.

        (ii)   Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.

        (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Company does not transfer the records to the Customer.

        (iv)   Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of Company or keep and maintain public records required by the Customer to perform the Services. If Company transfers all public records to the Customer upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the Customer's information technology systems.

        IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTOMER'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

        (v)   If Company fails to comply with this section, Company will be deemed in default under this Agreement. The Customer may enforce as set forth in §119.0701, Florida Statutes. Company who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

        (vi)   Company will take reasonable measures to protect, secure and maintain any data held by Company in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Company suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Company shall immediately notify the Customer in writing and will work, at Company's expense, to prevent or stop the data breach.

6. **PAYMENT OF FEES**

    a. Payment Terms. Customer shall pay the applicable fees set forth in the Order. Unless otherwise stated in the Order, Customer will pay such fees within thirty (30) days from the date of the invoice.

    b. Fees Generally. Company reserves the right to change the fees listed in the Order at the end of the Subscription Term or then-current renewal term. The Company shall provide the Customer with an invoice (via e-mail) based on the Company's then-current pricing, sixty (60) days prior to end of the Subscription Term or then-current renewal term.

c. One-Time Fees. Unless otherwise stated in an applicable Order, all one-time fees are subject to Company's then-current pricing at the time the service is requested.

d. Taxes. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, a tax-exempt certificate must be provided. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes (this excludes Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement).

7. TERM AND TERMINATION

a. Term of the Agreement. This Agreement will (a) apply to all Orders that reference this Agreement, and (b) will continue for so long as there is a valid Order between the Parties.

b. Term of Order. Each Order for SaaS Service will specify the Subscription Term of the SaaS Service.

c. Termination for Cause. Either party may terminate an Order upon the other party's material breach of the Order that remains uncured for fifteen (15) days after receiving a reasonably detailed written notice describing the breach.

d. Access to Customer Data. At termination or expiration of this Agreement or applicable Order, Company shall immediately disable Customer's access to the SaaS Services and Portal. Company shall provide Customer with a final extract of the Customer Data via the Secure File Transfer Protocol within a reasonable time, not to exceed thirty (30) days from the date of termination. Customer Data will be provided without charge and without any conditions or contingencies whatsoever. It is the Customer's sole responsibility to download, store, and review the Customer Data upon availability.

e. Destruction of Customer Data. All Customer Data will be deleted forty-five (45) days from the date the Customer Data is made available to the Customer. The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction. Upon request, the Company will provide the Customer with a Certification of Data Destruction. This Section shall survive the termination of this Agreement.

f. Optional Data Retention. If Customer desires for Company to retain the Customer Data beyond forty-five (45) days from the date of the final extraction, Customer must make that request, in writing (via email), and receive an acknowledgement of said request. Requests that do not receive an acknowledgement or requests that are made after the forty-five (45) day window are not considered valid. The minimum cost for continued data retention is $6,000.00 for six (6) months.

8. WARRANTY AND DISCLAIMER

a. Company Warranty. Company represents and warrants the following: (a) the Documentation sufficiently describes features, functionality, and operation of the SaaS Service as applicable; (b) the SaaS Service, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the SaaS Service does not contain any viruses or other malicious threats, programs, features, or devices ("Viruses") that could harm Customer, and Company uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Company shall maintain the SaaS Service in a manner which minimizes errors and interruptions and shall perform all ancillary services in a professional and workmanlike manner. Notwithstanding the foregoing, the SaaS Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

b. Security and Loss of Data. Company maintains appropriate technical and organizational measures to protect Customer Data from accidental loss and from unauthorized access, use, alteration, or disclosure. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (i) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; and (iii) perform or take any other actions required to comply with applicable State law as a result of the occurrence.

    c.   DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

9. INDEMNITY

a. Company will indemnify, defend, and hold harmless the Customer against all claims, suits and actions asserted by an unaffiliated third party against the Customer for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Customer alleging that the SaaS Service infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"), provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Customer shall not settle or compromise such Infringement Claim without the express written consent of the Company.

b. Company's indemnity obligation under this Section shall not extend to claims that arise from:

    (i)   An unauthorized modification of the SaaS Service by Customer where the SaaS Service would not be infringing without such modifications;

    (ii)   Customized portions of the SaaS Service designed in accordance with written specifications provided by Customer where the SaaS Service would not be infringing but for Company 's compliance with such written specifications;

    (iii)   The combined use by Customer of the SaaS Service with other components, products, or services not provided by Company where the SaaS Service would not be infringing but for such combination; and/or

    (iv)   Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.

10. LIABILITY.

a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3 AND 9; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED, TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE.

b. EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3 AND 9; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH PARTY TO OFFER AND ACCEPT THE TERMS HEREIN.

c. The Parties shall have an affirmative obligation to mitigate their respective losses (howsoever arising) recoverable from the other Party under or in connection with this Agreement.

11. NOTICE

a. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered (a) personally or by overnight courier, (b) sent by email, or (c) forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address

as set forth in the applicable Order or as subsequently updated in writing.

12. **MISCELLANEOUS**

   a. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

   b. Waivers. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of that right or provision unless the waiver is in writing, signed by the waiving party.

   c. Company may use Customer's name and/or logo in marketing materials.

   d. Entire Agreement and Modifications. This Agreement and any applicable Order(s) constitute the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

   e. Assignment. This Agreement is not assignable, transferable, or sub-licensable by either Party without the other Party's prior written consent, except as such assignment, transfer or sublicense is in connection with a merger, acquisition, or similar change of control event.

   f. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Parties do not have any authority of any kind to bind the other Party in any respect whatsoever.

   g. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) to the extent caused by strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, terror, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Upon an occurrence of an event of force majeure, Company cannot ensure uninterrupted or error free service or access to the Software or Services and there may be periods where access is delayed, limited or unavailable. Company shall use commercially reasonable efforts to provide the Software or Services to Customer in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.

   h. Governing Law and Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida. Any action brought by either party with regard to the Agreement shall be brought in courts located in Alachua County, Florida.

EXHIBIT A

Service Level Terms

This Exhibit A outlines the Company's commitments to provide Support Services and problem resolution regarding the performance of the Software and/or Services.

1. **Definitions.**

    a. "Error" means a failure of the Software to perform in accordance with the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.

    b. "Scheduled Downtime" means any period of time during which the Software or Services are unavailable due to the Company's planned maintenance and support of the Software or Services. Scheduled Downtime is excluded from the 99.5% Service Availability calculation.

    c. "Support Services" means technical support assistance provided by Company personnel to Customer's designated administrators for problem resolution, bug reporting, and/or technical assistance.

    d. "Unscheduled Downtime" means any time the Software is not available due to an event or circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Company to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the Software in accordance with the Documentation.

    e. "Update" means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by the Company pursuant to the Agreement, including, without limitation, any update designed, intended, or necessary to make the Software, Services, or Customer's use thereof compliant with applicable law.

2. **Service Availability.**

    a. Company will use commercially reasonable efforts to maintain the availability of the Software to the Customer at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Company will provide notification to Customer as soon as reasonably possible. Updates during Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.

3. **Technical Support.**

    a. Availability. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours").

    b. Procedure. Customer must initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Help tickets in the manner set forth in Paragraph 4.

    c. Conditions for Providing Support. Company's obligation to provide Software or Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional systems involved in discovering the Error.

4. **Ticket Resolution.** Company will use all commercially reasonable efforts to resolve support tickets in the process described below. Response metrics are based on issues being reported during Support Hours.

    a. <u>Standard Ticket</u>: Issue does not significantly impact the operation of the software or there is a reasonable workaround available.

      (i) <u>Response Metric</u>: Company will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.

   b. <u>Priority Ticket</u>: Software is usable, but some features (not critical to operations) are unavailable.

      (i) <u>Response Metric</u>: Company will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.

   c. <u>Emergency Ticket</u>: Issue has rendered software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.

      (i) <u>Response Metric</u>: Company will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.

5. **Remedies.** If Customer reasonably believes that Company has failed to achieve its Service Availability commitments in any given month, the Company shall, following Customer's written request, provide a report that contains true and correct information detailing Company's actual Service Availability performance. Customer must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service Availability level of commitment is a service refund based on the following:

   a. less than 99.5% but equal to or above 97%, Company shall provide Customer with a root cause analysis and a written plan for improving Company's Service Availability to attain the 99.5% Service Availability and Company shall promptly implement such plan;

   b. between 96.9% and 95%, Company shall provide Customer with a service refund in an amount equal to 10% of the prorated amount of the Subscription Fees for one month;

   c. between 94.9% and 92%, Company shall provide Customer with a service refund in an amount equal to 25% of the prorated amount of the Subscription Fees for one month;

   d. Less than 92%, Company shall provide Customer with a service refund in an amount equal to 100% of the prorated amount of the Subscription Fees for one month.

6. **Exclusions.** Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public network or communications components; (2) outages caused by a Force Majeure event; (3) outages or Errors caused by the Customer's use of any third-party hardware, software, and/or services; (4) Errors caused by the individual Authorized User's desktop or browser software; (5) Errors caused by the Customer's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Company; and/or (6) Customer has not paid Fees under the Order when due.

SAAS SERVICES ORDER FORM

Customer Information	
Account Name: Alachua County, Florida (Portal 360)	**Initial Service Term:** 03/01/2024 – 02/29/2025
Address:	
Billing Contact Name & Title:	**Phone:** **Email:**
Alternate Contact Name & Title:	**Phone:** **Email:**

PURCHASE SUMMARY

Term: 03/01/2024 – 02/28/2025

Annual Recurring Fees	Unit Price	Quantity	Annual Total
ERAP: Annual Subscription – Level 2 (Includes 10 Users)	$24,000.00	1	$24,000.00
TOTAL:			**$24,000.00**

GRAND TOTAL: $24000.00

ERAP Active Portal Costs (Minimums)

Level	# Tenant Applications	Annual Subscriptions Included	Minimum Annual Cost
1	<10,000	5	$12,000.00
2	10,000 – 50,000	10	$24,000.00
3	50,000+	Total # of Tenant Applications/5,000*	$26,400.00+

*Rounding up to the nearest whole number (Example: If you have 51,000 applications: 51,000/5,000 = 10.2; the minimum user count would be 11. You are not required to have 11 users; this just determines the minimum cost).

Additional Information	
PO Required? Yes: ☐ No: ☐	PO Number: _____

Terms and Conditions
This SaaS Services Order Form ("Order") is valid upon the date it is fully executed by all parties and the Initial Term shall begin as of the Effective Date listed above. Customer's purchase and use of the SaaS Services described in the Purchase Summary of this Order are governed by the Master Subscription Agreement (the "Agreement"). Unless otherwise defined herein, all capitalized terms shall have the same meaning as assigned in the Agreement. Except as otherwise expressly set forth herein, this Order shall be construed in accordance with the provisions of the Agreement.

Special Terms

This Order and the corresponding Master Subscription Agreement shall supersede all previous agreements with regard to the Customer's ERAP portal only, whether oral or written, made between the parties with the exception of past due amounts for services previously provided.

By signing this Order Form, the Parties represent and certify that they are authorized to sign on behalf of their respective organization and agree to the terms and conditions of the Agreement and any terms referenced herein.

<table>
<tr><td>BENEVATE, INC.</td><td>ALACHUA COUNTY, FLORIDA</td></tr>
<tr><td>By:_____</td><td>By:_____</td></tr>
<tr><td>Name: J. Jason Rusnak</td><td>Name: _____</td></tr>
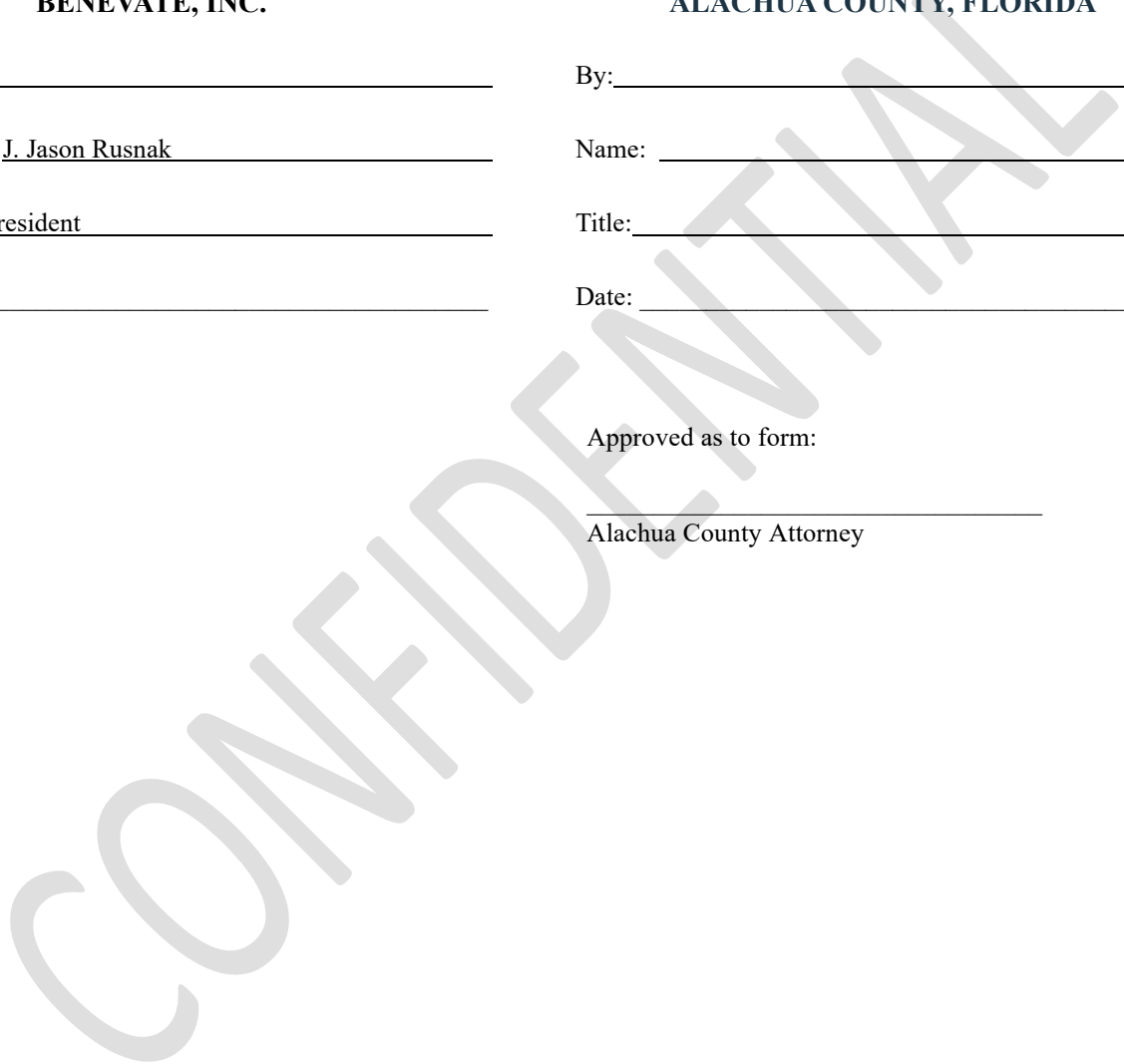<tr><td>Title: President</td><td>Title:_____</td></tr>
<tr><td>Date: _____</td><td>Date: _____</td></tr>
</table>

Approved as to form:

_____
Alachua County Attorney

Exhibit A

Features & Services Details

ERAP Portal (360)

User Count: 20

Standard Features:

- Separate portal for ERAP
- Dedicated Client Success Manager
- Access to all Tenant, Landlord, and Vendor (e.g. utility) cases and documents
- Access to the ERAP dashboard and Treasury reporting, including all required updates to Treasury reports
- Access to Report Builder for ad hoc reporting
- Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST)
- Data Storage, Backup, and Recovery
- Upgrades and Enhancements

Security Features:

- Hosted in the cloud by Microsoft Azure
- All data stored in U.S. FedRAMP certified Microsoft datacenters
- Geo-replication across multiple U.S. data centers for business continuity
- SQL Database encryption protects and encrypts all data "at rest"

SAAS SERVICES SUBSCRIPTION ORDER FORM

Customer Information	
Account Name: Alachua County, FL (Portal 260)	**Initial Service Term:** 03/01/2024 – 02/28/2025
Address:	

Billing Contact Name & Title:	Phone:
	Email:
Alternate Contact Name & Title:	Phone:
	Email:

PURCHASE SUMMARY

CORE Portal: Annual Recurring Fees	Unit Price	Quantity	Annual Total
Annual User Subscription Fee	$2,472.00	5	$12,360.00
TOTAL:			**$12,360.00**

Terms and Conditions
This Software Subscription Order Form is valid upon the date it is fully executed by all parties. Customer's purchase and use of the Software and Services described in the Purchase Summary of this Order Form are governed by the Master Subscription Agreement (the "Agreement"). Unless otherwise defined herein, all capitalized terms shall have the same meaning as assigned in the Agreement. Except as otherwise expressly set forth herein, this Order Form shall be construed in accordance with the provisions of the Agreement.

By signing this Order Form, the Parties represent and certify that they are authorized to sign on behalf of their respective organization and agree to the terms and conditions of the Agreement and any terms referenced herein.

BENEVATE, INC.   **ALACHUA COUNTY, FLORIDA**

By:_____   By:_____

Name: J. Jason Rusnak   Name: _____

Title: President   Title:_____

Date: _____   Date: _____

Approved as to form:

_____
Alachua County Attorney

Phone: (855) 625-9738   3423 Piedmont Road Atlanta, GA 30305   www.neighborlysoftware.com

Features & Services Details

CORE Portal (260):

Total Number of Users: 5

Programs Purchased and/or Contained in Portal:

- Individual Assistance
- Owner-Occupied Rehab
- Down-Payment Assistance
- Alachua County Housing Cares CRF Application

Standard Features:

- Dedicated portal for all CORE programs
- Hosted Software to Administer Program(s)
- Dedicated Client Success Manager
- Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST)
- Supported on all modern web browsers
- Data Storage, Backup, and Recovery
- Upgrades and Enhancements

Security Features:

- Hosted in the cloud by Microsoft Azure
- All data stored in U.S. FedRAMP certified Microsoft datacenters
- Geo-replication across multiple U.S. data centers for business continuity
- SQL Database encryption protects and encrypts all data "at rest"

Implementation Services:

- System Configuration
- Program Design
- Administrator Training