

ORDER FORM

Customer Information	
Account Name: City of Little Rock, AR	Initial Service Term: One (1) Year from Effective Date
Address: 500 West Markham Street, RM 120W Little Rock, AR 72201-1499	
Billing Contact Name & Title: Beverly Arbor, Community Development Planner	Phone: 501-371-6898 Email: barbor@littlerock.gov
Alternate Contact Name & Title: Salecia Nichols, Assistant Director	Phone: 501-371-6809 Email: slnichols@littlerock.gov

PURCHASE SUMMARY
Initial Service Term: Year 1

Year 1: Subscription Fees	Unit Price	Quantity	Annual Total
Neighborly Software Unlimited Users*	\$26,000.00	-	\$26,000.00
One-Time Fees	Unit Price	Quantity	One-Time Total
Implementation of Programs	\$4,000.00	4	\$16,000.00
Subtotals			
First Year Subscription Fees Subtotal:			\$26,000.00
One-Time Fees Subtotal:			\$16,000.00
TOTAL:			\$42,000.00

Renewal Term: Year 2

Year 2: Annual Subscription Fees	Unit Price	Quantity	Annual Total
Neighborly Software Unlimited Users*	\$31,125.00		\$31,125.00

*Unlimited Users is based on program funding of up to \$21,000,000 and a maximum of 500 applications processed through the software. Any increase in total funding, number of programs, or application volume may require a pricing adjustment to account for the expanded scope and support requirements.



Features & Services Details

Disaster Recovery Portal

Implementation Services:

Implementation includes up to twelve (12) weeks for software configuration to client design and administrator training for the following purchased programs:

1. Housing – DR
2. Public Services – DR
3. Infrastructure – DR
4. Economic Revitalization – DR

Standard Features:

- Hosting/Security in Microsoft Tier IV FedRAMP Data Center
- Client Success Manager
- Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST)
- Data Storage, Backup, and Recovery
- Upgrades and Enhancements

Additional Features Included*:

- Snowflake Data Warehouse
- SMS Text Messaging
- Property Address Validation (Smarty)

*These features are currently included as part of a promotional offering. The Company reserves the right to apply standard pricing after two (2) years.

SOFTWARE AS A SERVICE (SAAS) SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement (“Agreement”) is entered into on this 8 day of December 2025 (the “Effective Date”) between Benevate, LLC, with its principal place of business located at 3423 Piedmont Rd. NE, Atlanta, GA 30305 (“Company”), and the Customer listed above (referred to as the “Customer”) (collectively referred to as the “Parties”). This Agreement includes and incorporates the above Order Form, the Terms and Conditions below, and Exhibit A attached hereto.

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. “Authorized User” or “User” means those individuals designated and authorized by the Customer to use one of the purchased subscriptions to access the Portal, 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 any 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. “Customer Data” means all non-public information or data that is inputted into the Customer’s Portal by the Customer or the Customer’s end users.
- d. “Documentation” means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company’s customers understand how to use the Software and Services. Documentation accessible to Authorized Users through the Portal, requiring a Username and Password, is considered Company’s Confidential Information.
- e. “Effective Date” means the date stated above. If the date is left blank, then the Effective Date shall be the last signature date on the Signature Page.
- f. “Professional Services” refers to non-standard, fee-based services that **are not included** as part of the Company’s standard Software or Services offering. These services are available upon request (and approval) and are defined in a mutually agreed-upon Statement of Work or Addendum. Examples of Professional Services include, but are not limited to:
 - Customized training sessions tailored to the Customer’s unique workflows or user groups
 - Professional development services
 - Power BI consulting or report development
 - Data migration assistance beyond standard import templates
 - Custom integrations or configurations
- g. “Services” means standard onboarding, technical support services, hosting, security, data storage, Software access, and other services included in your subscription but shall exclude all Professional Services. Standard implementation services are included with the purchase of a new program.
- h. “Software” means the proprietary web-based products referred to as Neighborly Software, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Company, or its licensors identified on an Order Form and subsequently made available to Customer by Company in accordance with an Order Form or this Agreement.

2. SOFTWARE AND SERVICES.

- a. During the Term of this Agreement, Company will provide Customer access to, and use of, the Software, Services, and Documentation by enabling a portal 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 that would result in ownership rights for the Customer. If 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 non-standard Professional Services will be set forth in a separately executed Professional Services Agreement.
- c. Company will make available to Customer all updates and any documentation for such updates to the Services. 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 Services.
- 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. Data Storage. All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.
- f. 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, not to exceed forty-eight (48) hours.

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 services or any software, documentation, or data related to the services; (ii) modify, translate, or create derivative works based on the services or the Software; (iii) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) interfere with or disrupt the integrity or performance of the Software; (v) attempt to gain unauthorized access to any service or content within the Software or its related systems or networks; and/or (vii) copy a service or any part, feature, function or user interface thereof; nor access any service or content in order to build a competitive product or software.
- b. Customer represents, covenants, and warrants that Customer will use the Software in compliance with all applicable laws and regulations. Customer hereby agrees to hold harmless Company against 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 acknowledges and agrees that the Software is a tool provided by Company to support and streamline the administrative processes associated with Customer's grant programs. Customer retains full responsibility for the design, structure, eligibility criteria, delivery, and administration of such programs, including compliance with all applicable laws, regulations, and funding requirements. Company does not assume control over or responsibility for any aspect of Customer's program design or administration. Customer is responsible for notifying Company of any changes to compliance requirements or program parameters that may affect the Software configuration or functionality.
- d. 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.

- e. At no time is it permissible for an Authorized User to share their login credentials for the Portal and/or Snowflake (if applicable). 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 access information under its control. Customer will notify Company immediately if login information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other access information that may have occurred or is likely to occur. Customer hereby agrees to hold harmless Company against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of the foregoing.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. Duty Not to Disclose Confidential Information. In connection with the Agreement, Recipient, and its employees and agents, may have access to the Confidential Information of the Discloser. Recipient shall, and shall ensure that its employees and agents 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. In the event that 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 the Discloser with prompt written notice (via e-mail that is acknowledged as received) to allow the Discloser an opportunity to appear and 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. Requests for Customer Data. If the Company receives a request for Customer Data, the Company will direct the requesting entity to contact the Customer directly.
- d. 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 Services.
- e. The Customer acknowledges and agrees that all rights, title, and interest in and to the Software as well as any improvements, modifications, enhancements, updates, or derivative works created by the Company, whether during the term of this Agreement or otherwise, are and shall remain the exclusive property of the Company. The Company shall also retain all intellectual property rights, including but not limited to copyrights, patents, trade secrets, and any other proprietary rights related to the Software, its components, and any associated inventions, designs, or discoveries. The Customer shall have no rights, title, or interest in the Software or any proprietary rights related thereto, except for the subscription access granted by the Company under the terms of this Agreement.
- f. Company shall have the right to collect, use, and disclose quantitative data derived from Customer's use of the Software for industry analysis, benchmarking, analytics, marketing, and other business purposes in support of the provision of 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 any personally identifiable information.

5. PAYMENT OF FEES

- a. **Payment Terms.** Customer shall pay Company the fees listed in the Purchase Summary of the Order Form. An invoice for the fees will be sent to the Customer following the Effective Date. All invoices are due within thirty (30) days from the date of the invoice.
- b. **Suspension of Service for Late Payments.** If the Customer fails to pay any invoice in full within thirty (30) days from the due date, the Company shall have the right to suspend the Services until payment is received. Suspension of Services in accordance with this subsection shall not be deemed a breach of this Agreement.
- c. **One-Time Fees.** All one-time fees (including new programs) will be charged at the Company's current rates at the time the service is requested.
- d. **Additional Implementation Fees.** Implementation fees are based on a mutually agreeable Implementation Schedule (based on the number of programs purchased). Customer agrees to allocate the time and personnel necessary to complete implementation during this period. Unless the Parties agree to an alternative schedule, in writing, implementations extending beyond the allocated time will be subject to a **weekly charge of \$1,000.00 per additional week.**
- e. **Annual Increase for Subscription Services.** Fees for all subscription services are fixed for the first two (2) years of the term. Beginning with the third year, subscription fees may increase by up to five percent (5%) upon each annual renewal.
- f. **Taxes.** The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax-exempt certificate. 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).
- g. The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall immediately notify the Company in writing (via e-mail), upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement.

6. TERM AND TERMINATION

- a. **Term and Automatic Renewal.** Subject to earlier termination as provided below, the term of the Agreement shall commence on the Effective Date and shall cover the Initial Service Term as specified in the Order Form and shall **automatically renew** for additional one (1) year periods following the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- b. **Termination for Cause.** Either party may terminate this Agreement if the other party:
 - (i) commits a material breach and fails to remedy that breach within fifteen (15) days from receiving written notice of the breach; or
 - (ii) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other party and is not dismissed within sixty (60) days; provided however that in such event, termination will not require notice to the other party.
- c. **Termination Procedures.** Upon termination for any reason, the Parties shall proceed with the following procedures:
 - (i) Company will immediately disable access to the applicable Portal;
 - (ii) Customer will provide contact information necessary to facilitate the return of the Customer Data within thirty (30) days following termination;
 - (iii) Company shall return the Customer Data via the Secure File Transfer Protocol promptly upon receipt of necessary information

from Customer to facilitate the return; and (iv) Customer Data will be deleted sixty (60) days from the date that the Customer Data is returned.

If Customer fails to cooperate in facilitating the return of the Customer Data, Company reserves the right to delete the Customer Data ninety (90) days after the termination of the Agreement. Customer is solely responsible for ensuring that the Customer Data is downloaded, stored, and reviewed. Customer acknowledges and agrees that Company has no obligations whatsoever with regard to the Customer Data following the final destruction. Upon request, Company will provide Customer with a Certification of Data Destruction. This Section shall survive the termination of this Agreement.

- d. **Optional Data Retention.** If Customer desires for Company to retain the Customer Data beyond sixty (60) 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 sixty (60) day window are not considered valid. Continued data retention will be subject to additional charges.

7. WARRANTY AND DISCLAIMER

- a. **Company Warranty.** Company represents and warrants the following: (a) the Documentation, to Company's knowledge, sufficiently describes features, functionality, and operation of the Software as applicable; (b) the Software, as applicable, materially conforms to the Documentation and is free from material defects in workmanship under normal use; (c) the Software does not contain viruses or other malicious threats, programs, features, or devices ("Viruses"), and Company uses commercially reasonable efforts to prevent and eradicate such Viruses. Company shall perform the Services in a professional and workmanlike manner consistent with prevailing industry standards and shall use commercially reasonable efforts to maintain the Software in a manner that minimizes errors and interruptions. Notwithstanding the foregoing, the Software may be temporarily unavailable due to scheduled maintenance, unscheduled emergency maintenance, or events beyond Company's reasonable control. Company shall use reasonable efforts to provide advance notice of scheduled service disruptions.
- b. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, 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 GUARANTEE THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY THE COMPANY.

8. DATA SECURITY BREACH NOTIFICATION AND RESPONSE

The Company maintains appropriate technical and organizational measures to protect Customer Data from accidental loss, unauthorized access, use, alteration, or disclosure. In the event of any compromise or suspected compromise of the security, confidentiality, or integrity of Customer Data, or of the physical, technical, administrative, or organizational safeguards related to its protection, the Company shall, as applicable: (i) notify the Customer as soon as practicable, but no later than forty-eight (48) hours after becoming aware of the occurrence; (ii) cooperate with the Customer in investigating the occurrence, including providing access to relevant, existing documentation and information necessary to meet applicable legal or regulatory obligations; and (iii) take commercially reasonable steps to mitigate the effects of the incident and comply with any applicable legal obligations.

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 Software infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"). Company's indemnity obligation under this section shall not extend to claims that arise from any of the following:

- (1) Any unauthorized modification of the Software by Customer where the Software would not be infringing without such modifications.
 - (2) Customized portions of the Software designed in accordance with written specifications provided by Customer where the Software would not be infringing but for Company's compliance with such written specifications.
 - (3) The combined use by Customer of the Software with other components, products, or services not provided by Company where the Software would not be infringing but for such combination.
 - (4) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.
- b. The indemnification obligations set forth in this Section are subject to the following conditions:
- (1) Customer provides Company with prompt written notice of any Infringement Claim;
 - (2) Company is permitted to assume sole control over the defense and settlement of the Infringement Claim;
 - (3) Customer provides reasonable cooperation and assistance in the defense of such claim, at Company's expense.
 - (4) Customer does not settle or compromise any Infringement Claim without the prior written consent of Company.
- c. If the Software becomes, or in Company's reasonable opinion is likely to become, the subject of an Infringement Claim, Company may, at its sole option and expense: (i) obtain the right for Customer to continue using the Software; (ii) replace or modify the Software to make it non-infringing while maintaining substantially similar functionality; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate Customer's license to the affected Software and refund any prepaid, unused fees for the remaining subscription term.
- d. The Company's total liability under this Section shall not exceed the **limits of insurance coverage** required to be maintained under this Agreement.

10. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS; 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; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS; 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. INSURANCE

- a. During the course of performing its duties under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence;

(b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hired and Non-Owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

12. DISPUTE RESOLUTION

- a. With the exception of actions for injunctive relief for actions arising under the Confidentiality provisions of Section 4 of this Agreement, the Parties intend that any and every dispute by and between them, including but not limited to any dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, be resolved first by resorting to mediation, to be conducted in a mutually agreeable location in accordance with the laws of the State of Arkansas.

13. 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 this section. E-mail is the preferred method of notice. Any change of address, e-mail address, telephone number, or person to receive notice shall be made by notice given to the other Party.
- b. Addresses. Subject to change pursuant to this Section above, the addresses for notices are as follows:

For the Company:

Jason Rusnak, President
3423 Piedmont Rd, NE
Atlanta, GA 30305
Phone: 703-864-7231
Email: Jason.Rusnak@NeighborlySoftware.com

Sarah Bohentin
Phone: 850-363-1717
Email: Sarah.Bohentin@NeighborlySoftware.com

For the Customer:

City of Little Rock, AR
Address 500 West Markham Street, RM 120W
Little Rock, AR 72201-1499
Phone: 501-371-6809
Email: slnichols@littlerock.gov

14. 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. No waiver of any provision of this Agreement or consent to any action shall constitute a waiver of any other provision of this Agreement or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a future waiver. Any provision of this Agreement may be waived only with the written consent of the Parties.
- c. Permissible Use. Company may use Customer's name and logo for general marketing and promotional purposes, in connection with the Services provided under this Agreement. Such use shall be in a professional manner and

shall not be misleading or imply endorsement beyond the existence of a business relationship unless authorized by Customer.

- d. Entire Agreement & Amendments. This Agreement is 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 Parties 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. Applicable Law. This Agreement, and all matters arising out of or relating to it, including any disputes, claims, or causes of action, shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflict of laws principles.

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SIGNATURE PAGE

BENEVATE, LLC

By: J. Jason Rusnak

Name: J. Jason Rusnak

Title: President, Benevate, LLC

Date: 12/8/2025

CITY OF LITTLE ROCK, AR

By: [Signature]

Name: Delpha-we Hubbard

Title: City Manager

Date: 11/25/25

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

- (i) **Response Metric:** Company will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.
 - b. **Priority Ticket:** Software is usable, but some features (not critical to operations) are unavailable.
 - (i) **Response Metric:** 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. **Emergency Ticket:** Issue has rendered software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.
 - (i) **Response Metric:** 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 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 Agreement when due.