



**ADDENDUM TO YARDI RENT RELIEF SAAS AGREEMENT  
BETWEEN  
YARDI SYSTEMS, INC. ("YARDI") AND HIDALGO COUNTY TEXAS ("CLIENT")  
(this "Addendum")**

Addendum Effective Date: March 18, 2021

Client and Yardi revise their Yardi Rent Relief SaaS Agreement, dated March 18, 2021 (the "**Agreement**"), as follows:

1. Schedule A (Fee Schedule for Software License) of the Agreement shall be deleted in its entirety and replaced by Exhibit 1 (Rent Relief Fee Schedule (ERA 1)) to this Addendum.
2. All pricing set forth in Exhibit 1 (Rent Relief Fee Schedule (ERA 1)) to this Addendum shall supersede and replace all pricing information contained in Schedule B (Statement of Work and Fee Schedule for Services) of the Agreement.
3. Section 3 (Term) of the Agreement is deleted in its entirety and replaced with the following:

**Term**

The initial term of the Agreement shall commence on the Effective Date and continue until September 30, 2022 (the "**Initial Term**"). If Client continues to use the Software beyond the Initial Term, a new one-year term (a subsequent "Term") will automatically begin, and if Client continues to use the Software beyond a subsequent Term, another Term will begin.

4. The "**Rent Relief Anniversary Date**" shall be September 30, 2022 and each September 30<sup>th</sup> thereafter.

**ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

Please indicate your approval by signing this document and returning it to your salesperson or to Sales Support via fax at 805.699.2041 or via email at SalesAdmin@yardi.com.

**APPROVAL**

Having read and agreed to its terms, the parties executed this Addendum effective as of the Addendum Effective Date.

**HIDALGO COUNTY TEXAS ("Client")**

**YARDI SYSTEMS, INC. ("Yardi")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**

**Schedule A**

**Rent Relief Fee Schedule (ERA 1)**

**Yardi Pin Number: 100100482**

**Yardi Order Number: 296451**

<b>Annual Fees</b>				
<b>License</b>	<b>Unit of Measure (UOM)</b>	<b>Count</b>	<b>\$/UOM</b>	<b>Annual Fee</b>
Yardi Rent Relief Software (Application and Payments)	each	1	\$262,489.00	\$262,489.00
<b>Total</b>				<b>\$262,489.00</b>

<b>Monthly Fees</b>				
<b>License</b>	<b>UOM</b>	<b>Count</b>	<b>\$/UOM</b>	<b>Monthly Fee</b>
Yardi Rent Relief Services (Customer Service)	each	6	\$10,000.00	\$60,000.00
Yardi Rent Relief Services (Case Management)	each	12	\$10,000.00	\$120,000.00
<b>Total</b>				<b>\$180,000.00</b>

<b>One-Time Fees</b>				
<b>Service</b>	<b>UOM</b>	<b>Count</b>	<b>\$/UOM</b>	<b>One-Time Fee</b>
Yardi Rent Relief- Configuration, Training, and Support	each	1	\$30,000.00	\$30,000.00
<b>Total</b>				<b>\$30,000.00</b>

<b>One-Time Credit</b>		<b>Credit</b>
Total Prorated Credit for Fees Previously Paid for One-Time Setup Fee		<b>(\$30,000.00)</b>

<b>Total Fees Due</b>		
Annual Fee for Year 1 (April 1, 2021 to September 30, 2022)		\$262,489.00
Monthly Fee	\$180,000.00	billed monthly
One-Time Fee		\$30,000.00
Prorated Credit		(\$30,000.00)
Sub-Total		\$262,489.00
Sales Tax		as applicable
<b>Total Due</b>		<b>\$262,489.00</b>

**Additional Terms**

**PAYMENT TERMS (excluding applicable taxes):** The Total Due shall be payable in 12 equal installments. First payment shall be due upon execution of this Addendum; thereafter, payments shall be due before the first day of each month. Yardi shall begin billing Client for the Monthly Fees outlined above commencing the first day of the month following the execution of this Addendum.

The Yardi Rent Relief Services fees are based on an estimate of the staff required to service incoming cases and calls. Yardi and Client shall, on a regular basis, evaluate incoming case load and call volume to determine if existing staffing levels should be adjusted. In the event Yardi or Client believes that staffing levels for Customer Service and/or Case Management should be adjusted up or down, then that party will notify the other party, who will have a period of two weeks to agree to any changes to the staffing levels. If the parties agree to adjust staffing levels, then Yardi will make a good faith effort to make the adjustment effective as of the 1st day of the following month. Once the adjustment becomes effective, the fees for the Yardi Rent Relief Services will be adjusted at a rate of Ten Thousand Dollars (\$10,000.00) per staff member. For purposes of adjusting staffing levels under this paragraph, each Customer Service staff member will handle approximately 40 calls per day and each Case Management staff member will handle approximately 5 cases per day.

The total Fees for this Schedule A Fee Schedule shall not exceed 6% of the funds initially allocated to Client for ERA 1.

The Rent Relief fees in this Schedule A Fee Schedule are for the approximately \$26,248,943.00 of funds initially allocated to Client for the Emergency Rental Assistance Program as part of the Consolidated Appropriation Act of 2020 (ERA 1). If additional funds are allocated, then additional fees will apply as mutually agreed between the parties.