

**FIRST AMENDMENT
SAAS LICENSING AGREEMENT
BY AND BETWEEN
NORTHWEST FIRE DISTRICT, AZ and GOVINVEST, INC.**

This First Amendment to the SaaS Licensing Agreement dated January 25th, 2024, by and between the Northwest Fire District, AZ hereinafter referred to as “CUSTOMER,” and GovInvest, Inc., a Delaware corporation, hereinafter referred to as “COMPANY,” is entered into on March 26th, 2024.

WHERE AS, the parties now desire to amend certain provisions of the Master Service Agreement in order to adjust the term and scope of services.

NOW THEREFORE, the parties hereto mutually agree to adjust the Master Service Agreement as follows:

Scope of Work:

1. 36 months of access to the GovInvest’s Live Compensation Study, detailed in Exhibit A.
2. Term: 36 Months from Effective Date; March 31st, 2024.
3. The CUSTOMER agrees to pay the service fee of:
 - a. One-Time Implementation Fee: \$5,000.
 - b. Annual Fee: \$23,500.
4. It is understood this First Amendment is bound and subject to all the provisions in the SaaS Licensing Agreement, and those remain in full force and effect through the end of the term in the original SaaS Licensing Agreement.

Except as specifically modified herein, the SaaS Licensing Agreement dated January 25th, 2024, and all provisions contained therein, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original SaaS Licensing Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

GOVINVEST, INC.

By: _____

Date: _____

Name: _____

Title: _____

NORTHWEST FIRE DISTRICT, AZ

By: _____

Date: _____

Name: _____

Title: _____