

CAREER EDGE
First Amendment to Software as a Service Agreement

This first amendment (the “**Amendment**”) amends that certain Software as a Service Agreement (the “**Agreement**”), effective as of July 1, 2022, by and between Career Edge, LLC, a Connecticut Limited Liability Company with offices located at 250 State Street, Unit C-2, North Haven, CT 06473 (“**Provider**”), and CareerSource Central Florida with offices located at 390 N. Orange Avenue, Ste 700, Orlando, FL 32801, United States (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” Capitalized terms used herein without definition shall have the same meaning as provided to such terms in the Agreement.

WHEREAS, the Initial Term under the Agreement runs from July 1, 2022 through June 30, 2023, with the Customer having reserved an option for four additional years;

WHEREAS, the Agreement provides that the “fee for each Renewal Term shall be equal to the fee for the immediately preceding term plus an additional 3% of such amount.”

WHEREAS, the Customer and Provider have agreed to renew the Agreement for an additional 12 months on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Customer and Provider agree to extend the term of the Agreement for a one-year period from July 1, 2023 to June 30, 2024, which shall be the first “Renewal Term” as such term is used in the Agreement and referred to herein as the “First Renewal Term”.
2. The Monthly License Fee during the First Renewal Term shall be calculated as set forth in Section (C)(b) of Exhibit A to the Agreement, except that the table set forth in that section is hereby replaced with the following table:

New User Activations	Monthly License Fee
Up to 5,000	\$ 7,295.83
5,001- 7,875	\$ 9,441.67
7,876 - 10,750	\$ 10,325.75
10,751 - 13,625	\$ 12,093.92
Additional cost for each additional increment of 2,875 New User Activations	\$ 1,768.17

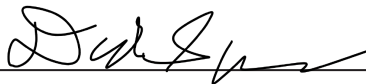
3. For purposes of determining the Monthly License Fee during the First Renewal Term, the Customer had 10,239 New User Activations during the Initial Term.
4. The Table in Section E(b) of Exhibit A is hereby replaced with the following table:

New User Activations	Development Hours Included
Up to 5,000	250 hours
5,001- 7,875	300 hours
7,876 - 10,750	350 Hours
10,751 - 13,625	400 Hours
Additional development hours for each additional increment of 2,875 New User Activations	50 Hours added per increment

5. For the avoidance of doubt, the parties acknowledge that a New User Activation occurs each time a unique email address is registered in the Career Edge platform, regardless of whether such user/participant is ultimately enrolled in a program operated by Customer. Because the Career Edge platform is used to process and manage participants' applications into programs operated by Customer, the total number of New User Activations each program year will typically be much larger than the number of actual participants served by Customer.
6. The per hour rate for additional developer hours shall not increase during this Renewal Term.
7. Paragraph 14 (Miscellaneous) of the Agreement is hereby incorporated into this Amendment as if set forth fully herein, provided that all references to the "Agreement" shall be read to mean this "Amendment" for purposes hereof.

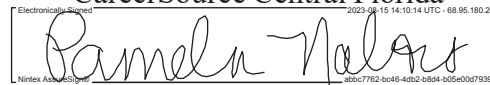
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below:

Career Edge, LLC



Name: David Shufrin
 Title: General Counsel
 Date:

CareerSource Central Florida



Name: Pamela Nabors
 Title: President/CEO
 Date: 08/15/2023