FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated May 1, 2017, is made and entered into September 28, 2017 (the “First Amendment”), effective May 1, 2017 between SOFTWARE PEOPLE INC., having an office located at 17 Coventry Lane, Smithtown, New York 11787 (“Contractor”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”).

WITNESSETH:

WHEREAS, Contractor was a successful bidder pursuant to a request for proposals issued by HTFC on August 23, 2016 (the “RFP”); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the “Agreement”) on May 1, 2017 pursuant to which Contractor provides certain services in support of HTFC’s administration of the State of New York’s Community Development Block Grant-Disaster Recovery (“CDBG-DR”) program; and

WHEREAS, HTFC’s Governor’s Office of Storm Recovery (“GOSR”) is specifically tasked with administering the State of New York’s CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, HTFC/GOSR wishes to incorporate certain newly negotiated terms in order to obtain continued services from Contractor that are within the scope of services sought under the RFP and provided by Contract under the Agreement; and

WHEREAS, HTFC/GOSR and Contractor desire to enter into this First Amendment in order to revise the terms of the Exhibit B Fee Schedule, as attached hereto;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is
STIPULATED AND AGREED as follows:

1. The Exhibit B Fee Schedule contained in the Agreement is hereby deleted and replaced by the attached Exhibit B1.

2. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

Software People Inc.

By: ____________________________
Name: Sandeep Jain
Title: Sr. Vice President
Date: 09/28/2017

Housing Trust Fund Corporation

By: ____________________________
Name: Daniel Greene
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 9/22/17
EXHIBIT B1
FEE SCHEDULE

The Terms of this Exhibit B1, as set forth herein, shall apply effective July 4, 2017 to the following temporary personnel:

The Terms of this Exhibit B1 for all temporary personnel other than the aforementioned shall apply effective May 1, 2017.

The following Table 1 shall govern the compensation terms of the therein named personnel:

<table>
<thead>
<tr>
<th>Staff</th>
<th>Pay Rate</th>
<th>Fixed Multiplier/Markup (also applicable to Holidays)</th>
<th>Bill Rate</th>
</tr>
</thead>
</table>

The following Table 2 shall govern the compensation terms of all other personnel not specifically named in the above Table 1:

<table>
<thead>
<tr>
<th>Wage Rate Range (hourly)</th>
<th>Multiplier/Mark-up</th>
<th>Fixed Multiplier/Mark-up for PTO and Holiday ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Health Insurance
Contractor must offer health insurance coverage to GOSR temporary employees that meet or exceed the standards of the Affordable Care Act of 2010 – Platinum Plan (for New York City – Zip Code 10004) or the State of New York. See the charts below for the temporary employee’s and Contractor’s bi-weekly contributions.

<table>
<thead>
<tr>
<th>For employees with annualized salaries equal to $41,756 or less</th>
<th>For employees with annualized salaries greater than $41,756</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>Individual</td>
</tr>
<tr>
<td>Family</td>
<td>Family</td>
</tr>
<tr>
<td>$39.91</td>
<td>$53.21</td>
</tr>
<tr>
<td>$175.53</td>
<td>$208.92</td>
</tr>
</tbody>
</table>

Contractor’s Bi-Weekly Cost of ACA – Platinum Plan Chargeable to GOSR

<table>
<thead>
<tr>
<th>individual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>See following page</td>
<td>See following page</td>
</tr>
</tbody>
</table>