

First Amendment to the NetDocuments Software as a Service Agreement

This First Amendment to the NetDocuments Software as a Service Agreement (“First Amendment”), is made and entered into by and between **NetDocuments Software, Inc.** (“NetDocuments”) and the **City of North Port, Florida** (“Customer”), each individually a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, on or around August 5, 2020, the Parties entered into the NetDocuments Software as a Service Agreement (the “Original Agreement”); and

WHEREAS, the Parties entered into an Order Form with an effective date July 28, 2020 (“Order”); and

WHEREAS, the Parties mutually desire to amend the Original Agreement to change the date of the renewal term to October 1, 2022.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged as in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The Parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this “Agreement” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party signs it as identified below (the “Effective Date”) and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL AGREEMENT RENEWAL TERM

The renewal term of the Original Agreement is amended in its entirety as follows:

Notwithstanding anything in the Agreement or the Order to the contrary, Customer’s Renewal Term begins on October 1, 2022, and continues in effect for a period of one (1) year. The Agreement and any applicable Orders or Order Forms will be automatically renewed for additional one (1) year periods upon the completion of each applicable Renewal Term, unless either Party provides 30 days’ prior written notice of its intention not to renew.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as follows.

NetDocuments

By: _____
Name: _____
Title: _____
Date: _____

**Customer
City of North Port, Florida**

A. Jerome Fletcher II, ICMA-CM, MPA
City Manager

Attest

Heather Taylor, MMC
City Clerk

Approved as to Form and Correctness

Amber L. Slayton
City Attorney