netdocuments®

Customer: City of North Port, FL
Address: 4790 City Hall Blvd, North Port, Florida, 34286

Second Amendment to the NetDocuments Software as a Service Agreement

This Order Form is effective as of the date of the last signature below and is incorporated by reference into and governed by the terms of the Software as a Service Agreement that controls Customer's access to and use of NetDocuments Services (the "Agreement") by and between NetDocuments (as defined in the Agreement) and City of North Port, FL ("Customer"), each individually a "Party" and collectively the "Parties", and, as set forth below.

Terms not specifically defined in this Order Form have the same meanings set forth in the Agreement. From the Order Effective Date, references in the Agreement to "Additional Services" and/or "Services" shall include the services identified in the table below (referred hereto in this Order as "Add-On Services") and reference to "Service Users" shall include all users identified in the table below.

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 executed Amendment One on or around May 4, 2022, to change the annual renewal date to October 1; and

WHEREAS, the parties now mutually desire to amend the Original Agreement to include the AI300 - ndMAX Enterprise services ("AI Software") identified below.

Services	Quantity	Storage Allocation (GB)	Product Annual Subscription
AI300 - ndMAX Enterprise Improve day-to-day tasks through a natural language assistant and leverage enterprise-grade, fully scalable AI-enabled document and workflow automation. Includes: * ndMAX Legal AI Assistant * Microsoft Copilot integration * PatternBuilder * PatternBuilder MAX * Background Apps	8	0	USD 8,100.48
		Total:	USD 8,100.48

Billing, payment and additional terms:

1. The price quoted above is valid if this Addendum is executed by Customer on or before March 31, 2026.

2. All pricing is quoted in and shall be paid to NetDocuments in USD.

3. The Billing Commencement Date for the Add-On Services shall be pro-rated for 2026 and align with the billing requirements of the Original Agreement and any applicable amendments. This Order Form does not impact the Effective Date of the Agreement or the First Billing Date, Full Billing Commencement Date, or Service Commencement Date of Customer's subscription to NetDocuments DM or other NetDocuments Services to which Customer already subscribes as of the Order Effective Date.

4. Customer may subscribe for additional Internal Users for the Add-On Services at the then-current price of Customer's existing Internal Users of each of the applicable Add-On Services. The number of Internal Users of the Add-On Services must be equivalent to the number of NetDocuments DM or ORGANIZE Internal Users subscribed by Customer. Notwithstanding anything in the agreement to the contrary, the Add-On Services are only available to Internal Users.

5. No more than once per annum, NetDocuments may increase the fees for Services listed on any Order Form (including the Order Form for core Services) in accordance with the Agreement.

6. **Additional Terms for Specific Services.** The following additional provisions apply to the Services and Solutions listed herein:

    ndMAX App Builder Enterprise, ndMAX App Builder, and ndMAX Legal AI Assistant:

    i. Defined Terms:

    a. "Third-Party AI Service Providers" such as Microsoft and Amazon may be integrated with but are not part of the "Services" NetDocuments offers.

    b. "Token" is used as defined by the applicable Third-Party AI Service Provider.

    c. "Background App" is defined as a PatternBuilder or PatternBuilder MAX app that can be enqueued and run via a backend job (as distinct from PatternBuilder and PatternBuilder MAX apps that cannot be enqueued and that are run via a frontend user must interact directly with).

    ii. Usage.

    a. Usage Thresholds: Customer's usage of the Services' integration(s) with Third-Party AI Service Provider(s) is subject to token restrictions for each model family. Over any six-hour period, if Customer's usage of the Services' integration with Third-Party AI Service Provider(s) exceeds the model family token thresholds listed in the Threshold Changelog (found at https://support.netdocuments.com/s/article/MAX-Thresholds - note: Customer must be logged in to view webpage) for the applicable Service(s) customer has subscribed to, NetDocuments reserves the right to temporarily throttle or disable Customer's usage of the integration(s) until Customer's usage falls below the specified threshold. For the avoidance of doubt, when updating the Threshold Changelog, NetDocuments shall only increase – not decrease – the token threshold for specific model families, provided NetDocuments has not deprecated the model family.

    b. Proportional Thresholds: To the extent this Order Form provides for any tiered pricing, delayed billing, or similar discounts on the price provided in the final year for the Services, the applicable Thresholds shall be adjusted, at NetDocuments' discretion, during the applicable period of such discounts.

iii. Support for Additional Models. In order to improve the Services, NetDocuments may choose to utilize additional models from time to time. NetDocuments shall notify customer of such changes in advance, including any updates to Usage Thresholds. Any such changes to the Threshold Changelog must provide reasonably similar or better token usage and performance than what was originally provided for in this Order Form.

iv. Background Apps Limited to ndMAX App Builder Enterprise. Background App functionality is only available within the ndMAX App Builder Enterprise subscription.

v. PatternBuilder / PatternBuilder MAX App Limits. Depending on the Service(s) Customer is subscribed to, the following app limits shall apply:

    a. ndMAX Legal AI Assistant: Customer cannot create, edit, or activate any PatternBuilder / PatternBuilder MAX apps.

    b. ndMAX App Builder: Customer can create, edit, and activate only 5 PatternBuilder / PatternBuilder MAX apps.

    c. ndMAX App Builder Enterprise: Subject only to general platform limitations, Customer can create, edit, and activate an unlimited number of PatternBuilder / PatternBuilder MAX apps.

vi. Third-Party Rate Limits and Functionality Deprecation. Notwithstanding anything to the contrary in the Agreement, including the "Usage" section above, rate limiting of or loss of functionality related to the Services that results from a policy, quota, deprecation, or other restriction imposed by a Third-Party AI Provider (e.g. Microsoft deprecates the Azure OpenAI GPT 3.5 model family) is excluded from NetDocuments' commitments relating to any service level, uptime, or usage guarantees provided by NetDocuments.

vii. Third-Party AI Service Provider Passthrough Terms and Policies. Customer's access to and use of the integrations with the Third-Party AI Service Providers' Amazon and Microsoft are subject to those Providers' applicable terms, policies, and codes of conduct, including but not limited to the Code of Conduct for Azure OpenAI Service (found at https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct) and the AWS Responsible AI Policy (found at https://aws.amazon.com/ai/responsible-ai/policy/).

viii. Limitation to Authenticated Users. Customer shall provide access to the Services only to authenticated users. "Authenticated users" refers to users who are linked to a verified identity such as government ID, Azure Active Directory, enterprise Single Sign-on (SSO), or other verified identity, such that your organization retains the ability to identify and disable abusive or fraudulent individual user behavior. Authentication based solely on emails, phone number, etc. is not sufficient.

ix. Prohibited Use. Customer shall not use the Services to generate or transform code, generate or revise journalistic content, or generate or revise content for political campaigns (collectively, the NetDocuments Prohibited Uses).

x. Algorithmic Filtering and Human Monitoring Exemptions. NetDocuments shall ensure that Customer Repository Data sent to or outputted from integrations with Third-Party AI Service Provider(s) are exempt from algorithmic filtering and human monitoring by those Providers (e.g. Customer Repository Data sent to or outputted from Azure Cognitive Services is exempt from Microsoft's content filtering and abuse monitoring protocols). If such exemptions from algorithmic filtering and human monitoring are revoked or otherwise discontinued by the Third-Party AI Service Provider, NetDocuments shall notify Customer. If the Customer objects to such changes in writing within thirty (30) business days of notification by NetDocuments, the Customer will be entitled to terminate the affected Services (without liability for either party, and such termination will be deemed to be a no-fault termination) if the Customer has reasonable grounds to believe

the changes would cause the Customer to be in breach of laws. For the avoidance of doubt, Customer's use of Microsoft Copilot and any exemptions that may or may not apply to such use is subject to Customer's agreement with Microsoft for the Copilot service.

xi. Risks and Disclaimer. NETDOCUMENTS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OUTPUT OR OTHERWISE PROMULGATED BY THIRD-PARTY AI SERVICE PROVIDERS (INCLUDING AZURE COGNITIVE SERVICES AND AMAZON BEDROCK) IN TERMS OF CORRECTNESS, ACCURACY, OR RELIABILITY OF ITS OUTPUTS, NOR THAT CUSTOMER'S USE OF THIRD-PARTY AI SERVICE PROVIDERS COMPLIES WITH ANY LAWS OR REGULATIONS (INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, AND DATA PROTECTION OR PRIVACY LAWS), NOR THAT CUSTOMER'S OPERATION OF THIRD-PARTY AI SERVICE PROVIDERS WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER AGREES THAT NETDOCUMENTS SHALL NOT BE RESPONSIBLE FOR LOSS OR CORRUPTION OF DATA OR OTHER INFORMATION RESULTING FROM CUSTOMER'S USE OF THIRD-PARTY AI SERVICES.

xii. No Partnership. NetDocuments, Customer, and Third-Party AI Service Providers shall act as independent contractors. No party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of another party, or to represent another party as agent, employee, or in any other capacity.

xiii. Future Functionalities. Customer represents and warrants that it has not relied on the availability of any particular (current or future) version of the Services or any particular product (current or future) in making its decision to enter into this Agreement.

7. Customer's number of External Users is equal to the greater of: (a) the number of Internal Users of NetDocuments DM; and (b) the number of External Users specified in the Agreement. If not otherwise defined in the Agreement, "External Users" means any user granted access to the all or part of a Service by an Internal User and who are not Internal Users.

8. Except as expressly set forth herein with respect to specified Professional Service fees, the Subscription Fees referenced above exclude all Professional Services. Any additional Professional Services shall be governed by a separate agreement or statement of work executed between the Customer and its designated implementation partner.

9. Notwithstanding anything to the contrary contained in this Agreement, the subscription to Add-On Services shall be coterminous with Customer's existing subscription to NetDocuments DM.

10. Retention of Add-On Services. Add-On Services listed herein must be retained for a minimum period of 12 months and will thereafter be coterminous with the core services. Early termination of the Add-On Services within the initial 12-month period will incur an early termination fee equivalent to the remaining balance of the 12-month term.

11. This Order Form does not modify the terms set forth in any other ordering document that lists other Services to which Customer subscribes pursuant to the Agreement. All terms and conditions of the Agreement not expressly modified herein shall remain in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties, through their authorized representatives, have read, understood, and agree to be bound by the terms of this Order, which is effective as of the date of the last signature below ("Effective Date").

CITY OF NORTH PORT, FLORIDA
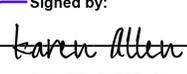

_____
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

_____
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____
MICHAEL FUINO, B.C.S
CITY ATTORNEY

NETDOCUMENTS:

Signed by:

By:_____
    268AEBA80E2B421...
Name:_____
    Karen Allen
Title:_____
    Lead Contract Administrator
Date:_____
    30 January 2026 | 12:26 MST