

**FIRST AMENDMENT TO THE
COTTAGE CITY – IT INTEGRATION & SUPPORT - 11-15-15 QUOTE**

This First Amendment ("**Amendment**") to the Cottage City - IT Integration & Support - 11-15-15 Quote is made and entered into as of November 11th 2015] (the "**Amendment Effective Date**"), by and between PEAKE Technology Partners, LLC ("**PEAKE**") and Town of Cottage City ("**Customer**")

Recitals

WHEREAS, Customer and PEAKE are parties to that certain Cottage City - IT Integration & Support - 11-15-15 dated as of November 11th 2015, last executed by the parties on November 11th 2015 (collectively, the "**Original Agreement**"), as amended by that certain First Amendment with an effective date of November 11th 2015 (the "**First Amendment**"), and together with the Original Agreement and the First Amendment, collectively the "**Agreement**";

WHEREAS, Customer and PEAKE desire to amend the Agreement as more specifically set forth in this Amendment..

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Defined Terms.** All capitalized terms used in this Amendment shall be as defined in the Agreement unless such capitalized term is defined herein, in which case the meaning set forth in this Amendment shall prevail.
2. **Term of Agreement.** This Agreement shall commence as of July 1st 2026 (the "**Effective Date**") and shall continue until June 30th 2027 (the "**Term**").
3. **Change to [IT Operations & Support] Pricing.** As of the Amendment Effective Date and continuing through the duration of the Term, the [IT Operations & Support] Recurring Price shall be \$56.50 per month, per user, with a minimum of 12 users.
4. **General.**
 - a) Except as expressly amended hereby, the Agreement remains in full force and effect.
 - b) In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.
 - c) This Amendment may be executed electronically in two (2) or more counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
 - d) No modification or amendment of the terms of the Agreement or any amendments thereto shall be effective except by a writing executed by both parties.
 - e) The terms and conditions outlined herein shall be governed by and adhere to the provisions of the latest Master Services Agreement (MSA) located at <https://peaketechnology.com/msa>

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Agreed By:

PEAKE TECHNOLOGY PARTNERS, LLC

TOWN OF COTTAGE CITY

By_____

By_____

Print Name: **Jim Barr**

Print Name: **John Hoatson**

Title: **Technical Account Manager**

Title: **Town Manager**