

**Second Amendment to Customer
Master Services Agreement**

This amendment (the "Second Amendment") is entered into by and between OPG-3, Inc., a Minnesota corporation ("OPG-3") and the City of Lee's Summit, a Missouri Municipality ("Customer") on this 11th day of April, 2023.

Whereas, OPG-3 and Customer entered into a *Customer Master Services Agreement* (the "Agreement") with an effective date of November 29th, 2019; and

Whereas, Customer desires to purchase additional products and services from OPG-3 that were not contemplated by the Agreement.

Now, Therefore, in consideration of the foregoing and the mutual promises set forth herein, the parties agree as follows:

1. The Agreement is hereby amended by adding the following paragraph as the third paragraph of Section 1 on page 1:

"In addition to the perpetual license described above, Customer may procure subscription or non-perpetual participant licenses from OPG-3, from time to time, upon the price, terms and conditions to be set forth in a written proposal."

2. The reference to "Section 18" as set forth in the final sentence of Section 1, paragraph 1 of the Agreement shall be amended to be "Section 19".
3. Except as specifically amended by this Second Amendment, the provisions of the Agreement, as adopted in ordinance 8770, shall remain in full force and effect.

In Witness Whereof, the parties hereto execute this First Amendment on the date first set forth above.

OPG-3, INC.

CUSTOMER: City of Lee's Summit

By: Ivan Franklin
Ivan Franklin

By: _____

Its: Vice President, Sales Department

Its: City Manager

ATTESTED:

Print Name: _____
City Clerk

APPROVED AS TO FORM:

Print Name: _____
Chief Counsel of Management and Operations

