

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****APYXX TECHNOLOGIES, INC.**

THIS FIRST AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and Apyxx Technologies, Inc., represented by John Stoney Ware, IV, President (the "Contractor"). The City and the Contractor are sometimes each referred to as a "Party," and collectively, as the "Parties." The Amendment is effective as of the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, on August 25, 2021, the City and the Contractor entered into a Professional Services Agreement for Contractor to provide document imaging software, PaperFlow Lite and PaperVision Enterprise, for the City's use and access to documents of the New Orleans Municipal Court (the "Agreement"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the duration and increase the compensation under the Agreement;

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Extension.** In accordance with Article XII(A) of the Agreement, the term is extended for an additional 114 days from August 25, 2022 through January 27, 2022.
2. **Compensation.** The compensation described in Article IV(B) of the Agreement is increased by \$1,312.50, from \$1,312.50 to a total amount not to exceed \$2,625.00.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.
7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

By: 3/2/18
Printed Name: Tracy Tyler

BY: John Stone Ware
JOHN STONE WARE, IV, PRESIDENT

FEDERAL TAX I.D.