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# Amendment to Agreement

A formal amendment to modify, supplement, or update the terms of an existing agreement between parties. Based on the Common Paper standard agreement framework, licensed under CC BY 4.0.

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First Amendment TO Cloud Service Agreement / Master Service Agreement / Non-Disclosure Agreement

This First Amendment (this "Amendment") to the Cloud Service Agreement / Master Service Agreement / Non-Disclosure Agreement dated [Original Agreement Date] (the "Original Agreement") is entered into as of [Amendment Date] by and between:

Acme Corporation, with notice address at 123 Main Street, Suite 100, City, State 12345 ("Party A");

and

Beta Inc., with notice address at 456 Oak Avenue, City, State 67890 ("Party B").

Party A and Party B may be referred to individually as a "Party" and collectively as the "Parties."

## Recitals

WHEREAS, the Parties entered into the Original Agreement on [Original Agreement Date];

WHEREAS, the Parties desire to amend certain terms and conditions of the Original Agreement as set forth herein;

WHEREAS, Section 12.2 (or the applicable modification clause) of the Original Agreement provides that the Agreement may be amended or modified by a written instrument signed by authorized representatives of both Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. Amendments to the Original Agreement

Effective as of [Amendment Effective Date] (the "Amendment Effective Date"), the Original Agreement is hereby amended as follows:

Extend the term by 12 months, increase the monthly fee from \$500 to \$750, and add three additional user licenses

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The foregoing amendments shall be deemed to modify the corresponding provisions of the Original Agreement. To the extent any provision of this Amendment conflicts with the Original Agreement, the terms of this Amendment shall control.

All references in the Original Agreement to the "Agreement" shall be deemed to refer to the Original Agreement as amended by this Amendment.

## **2. Additional Terms**

2.1 Definitions. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings given to them in the Original Agreement.

2.2 Representations and Warranties. Each Party represents and warrants that: (a) it has the legal power and authority to enter into this Amendment; (b) the person signing this Amendment on behalf of such Party is duly authorized to do so; and (c) this Amendment constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms.

## **3. Ratification**

3.1 No Other Changes. Except as expressly modified by this Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect and are hereby ratified and confirmed. The Original Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties with respect to the subject matter thereof.

3.2 Prior Amendments. If this Amendment is subsequent to prior amendments, the Original Agreement as used herein refers to the Original Agreement as previously amended. All prior amendments remain in full force and effect except to the extent expressly modified by this Amendment.

## **5. Governing Law**

This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions. If the Original Agreement specifies a different governing law, the governing law of the Original Agreement shall control, except as to the validity and enforceability of this Amendment itself.

## **6. General Provisions**

6.1 Entire Amendment. This Amendment constitutes the entire agreement of the Parties with respect to the subject matter of this Amendment and supersedes all prior negotiations, representations, and agreements

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relating to the modifications described herein.

6.2 Severability. If any provision of this Amendment is held unenforceable, it will be limited to the minimum extent necessary so the rest of this Amendment and the Original Agreement remain in effect.

6.3 Notices. All notices under this Amendment shall be sent in writing to the notice addresses set forth above or as otherwise specified in the Original Agreement.

6.4 Counterparts. This Amendment may be executed in counterparts, including electronic copies, each of which is deemed an original and which together form the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

## **SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

### **Party A**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

### **Party B**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_