

**AMENDMENT NO. 1 TO THE
MERCHANT PROCESSING AGREEMENT**

This Amendment No. 1 (the "Amendment") to the Merchant Processing Agreement ("Agreement") is made among Worldpay Integrated Payments, LLC ("Processor"), Member Bank and Williamson County, Texas ("Merchant"). The Agreement shall be amended in the following respects and the terms of the Agreement shall govern this Amendment. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

- I. On or before execution of this Amendment No. 1 by Merchant, Merchant agrees to execute an unaltered original of Processor's then current standard Merchant Processing Agreement. Merchant acknowledges and agrees that the terms and provisions of this Amendment No. 1 shall not become effective until and unless Merchant has executed and returned to Processor the aforementioned Merchant Processing Agreement.
- II. Section 5(A) of the Agreement Terms and Conditions is hereby deleted in its entirety and replaced with the following:
 - A. **Charges.** Processor will invoice amounts owed by Merchant hereunder on a monthly basis with payment due within 30 days of Merchant's receipt of an invoice. Processor may terminate this Agreement, or suspend the provision of Services, if Processor does not receive payment of any outstanding amounts within 30 days of the date of an invoice. Amounts invoiced by Processor hereunder shall be considered accurate and affirmed by Merchant 30 days after the date of such invoice, unless Merchant notifies Processor in writing of any inaccuracy within such 30 day period. Furthermore, Processor has the right to require immediate payment from Merchant in any appropriate situation for the amount of any Card transactions and Merchant agrees to immediately pay Processor such amount. This right includes Card transactions: (i) where merchandise is returned; (ii) where there is no valid authorization response; (iii) where the Cardholder has not given authority (e.g., improperly drawn, accepted, or endorsed transactions); (iv) where the Card transaction record is illegible; (v) where the Cardholder disputes the sale, quality, or delivery of merchandise; or performance or quality of services; (vi) where the Card transaction was drawn by, or depository credit given to, Merchant in a way that breaches this Agreement or violates Laws or Operating Regulations; (vii) where Processor has not received and retained payment for the Card transaction (even if Processor has already paid Merchant for the transaction); (viii) where it is alleged that Merchant have failed to comply with the Operating Regulations, Rules Summary, or the Laws; (ix) where an Association or Other Network action (e.g., a chargeback or compliance case) is pending or has been resolved against Merchant; (x) where Processor has incurred claims, damages, or losses from any source including Card issuers, or (xi) where the extension of credit for a Card transaction violated Laws or Operating Regulations. Additionally, Merchant remains fully liable to Processor for any transaction returned to Processor for any reason ("chargebacks" or for PIN debit Card transactions, "reversals"). Merchant agree to immediately review all chargeback-related notices and reports provided to Merchant (in any format). Merchant's failure to respond to a chargeback or reversal within the applicable deadline may forfeit Merchant's chargeback rights. Processor has no duty to assist Merchant in defending a non-compliance allegation related to a chargeback or reversal.
- III. The parties agree that Merchant's indemnification obligations and limitation of liability set forth in the Agreement shall be limited to the extent authorized under applicable law.

Except as otherwise provided in this Amendment, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect. This Amendment shall have no force or effect unless and until countersigned by Processor.

WORLDPAY INTEGRATED PAYMENTS, LLC

MERCHANT

DocuSigned by:

Brian Kessans

Signature

Signature

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Brian Kessans

Printed Name

Printed Name

Head of Contracts Mgmt

Title

Title

7/23/2019 | 21:41 EDT

Date

Date