

**Addendum**  
**to**  
**Government and Public Education Credit/Debit Card Processing Agreement**  
**between**  
**Heartland Payment Systems, Inc.**  
**and**  
**Readington Township School District**

**THIS ADDENDUM** ("Addendum") to the Government and Public Education Credit/Debit Card Processing Agreement dated \_\_\_\_\_ (the "Agreement") is made as of the date of the last signature below (the "Effective Date"), by and between Heartland Payment Systems, Inc. ("HPS"), a Delaware corporation, with its principal place of business at 90 Nassau Street, 2<sup>nd</sup> floor, Princeton, New Jersey 08542 and Readington Township School District with its principal place of business at 52 Readington Road, Whitehouse Station, NJ 08889 ("Merchant"). HPS and Merchant are collectively from time to time referred to herein as the "Parties" with each being individually referred to as a "Party."

**WHEREAS**, Merchant and HPS desire to modify the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merchant and HPS agree as follows:

1. TERMS & CONDITIONS, Clauses 9.1, 9.2, 9.4, 11.1, 14.12, and 14.14 of the Agreement are hereby deleted in the entirety and are replaced with the following:

"9.1 Intentionally left blank."

"9.2 Indemnification: Notwithstanding the provisions of Section 9.3, HPS assumes liability for, and agrees to indemnify and hold the Merchant and its agents and employees harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising directly out of any acts or omissions by HPS, its agents or employees directly related to the performance of HPS' services under the terms of this Agreement.

Merchant assumes liability for, and agrees to indemnify and hold HPS and its agents and employees harmless against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising directly out of any acts or omissions by Merchant, its agents or employees related to the performance of Merchant's obligations under the terms of this Agreement.

9.4 HPS MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS HEREUNDER, AND HPS HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING

WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON- INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, and HPS shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection with the warranties disclaimed herein. Merchant hereby disclaims any and all warranties disclaimed by HPS. Without limitation of the foregoing, Merchant acknowledges that neither HPS nor Merchant shall be liable or responsible for the actions of any Card Scheme, Card Issuer or Cardholder.

11.1 This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of twenty-four (24) months therefrom. Thereafter, HPS and the Merchant, upon mutual agreement, enter into a one- year extension of this Agreement, subject to the following conditions as required by N.J.S.A. 18A:18A-42:

- a. The extension of the Agreement shall be approved by resolution of the Merchant upon a finding by the Merchant that the services of HPS are being performed in an effective and efficient manner;
- b. The Agreement shall not be extended in a manner in which the Agreement runs for more than a total of five (5) consecutive years;
- c. Any price change included as part of an extension shall be based upon the price of the original Agreement as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the Agreement is renewed; and
- d. The terms and conditions of the Agreement remain substantially the same.

14.12 Jurisdiction & Venue: Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the courts of the state of which the government or public educational entity is located or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and the parties further waive any claim that such action is brought in an improper or inconvenient forum.

14.14 From time to time HPS may amend the terms and conditions contained in this Agreement. Notice of such amendments shall be made in writing to Merchant and shall become effective thirty (30) days after written notice is given. Merchant may, at its sole discretion, terminate this Agreement, without fee or penalty, if it does not wish to accept the amendments to the Agreement.

2. This Addendum does not, and shall not be construed to, modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced in this Addendum. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the

Agreement and this Addendum, the terms and conditions set forth in this Addendum shall control. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

3. Except as otherwise modified herein, the capitalized terms used in this Addendum shall have the meaning specified in the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed on its behalf by its duly authorized representative.

**Readington Township School District**

**Heartland Payment Systems, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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