

Addendum
to
Government and Public Education ACH Processing Agreement
between
Heartland Payment Systems, Inc.
and
Readington Township School District

THIS ADDENDUM ("Addendum") to the Government and Public Education ACH 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, 2nd 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. Clauses 13, 14, 25, and 32 of the Agreement are hereby deleted in the entirety and are replaced with the following:

"13. Responsibilities

In the performance of the services required by this Agreement, HPS shall be entitled to rely solely on the information, representations, and warranties provided by Merchant pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. HPS shall be responsible only for performing the services expressly provided for in this Agreement, and, subject to the disclaimers and limits on HPS' liability set forth herein. HPS shall not be responsible for Merchant's acts or omissions, including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Merchant or for the return of an Entry by such Receiver or Receiving Depository Financial Institution, and no such person shall be deemed HPS' agent. Merchant shall not be responsible for any acts or omissions on the part of HPS."

"14. LIMITATION OF LIABILITY/INDEMNIFICATION.

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE OTHER PARTY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY THAT THE OTHER PARTY MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE

FROM LOSS OF BUSINESS, PROFITS, OR SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE OTHER PARTY'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. IN ADDITION TO THE FOREGOING, HPS' LIABILITY UNDER THIS AGREEMENT SHALL ONLY BE FOR PROVEN AND DIRECT DAMAGES. Notwithstanding the foregoing, 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.

"25. Term and Termination

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 may 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.
- e. HPS may terminate the Agreement immediately as required by the ODFI or as may otherwise be required by the Rules."

"32. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of the State of residence of the government or public entity without regard to its choice of law provisions. 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.”

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: _____