

AMENDMENT TO MASTER SERVICES AGREEMENT RE: PARTICIPANTS

This Amendment to Agreement Re: Participants ("Participant Amendment") dated _____ ("Effective Date") is made by and among Bank of America, N.A., for itself and as assignee of Banc of America Merchant Services, LLC ("Bank"), **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("Lead Merchant") and the below identified Participant (each, a "Participant" and collectively, the "Participants") and supplements and amends the defined Integrated Agreement structure within the **Umbrella Agreement for Merchant Processing Services with its referenced documents ("Umbrella Agreement") between the parties dated _____** (collectively, as amended and supplemented from time to time, the "Agreement"). Lead Merchant and Bank (as amended and supplemented from time to time, all collectively the "Agreement"). For the purposes of this Participation Amendment (and the Agreement), a "Participant" shall be defined as any government entity or political subdivision located within the jurisdictional limits of the State of Florida, such as an office, department, division, bureau, board, commission, educational system or other agency, with separate statutory authority, or delegated authority from the Lead Merchant to procure services or otherwise operate under a separate tax identification number as the Lead Merchant (where applicable) that has executed a Participation Amendment. The Lead Merchant and Participants may be referred to herein individually as "Merchant" and collectively as the "Merchants".

Capitalized terms not defined in this Participant Amendment have the meanings set forth in the Agreement, whether or not the corresponding terms in the Agreement are in all capital letters.

The parties agree to the following:

A. Participants Join the Agreement; Lead Merchant Authority.

The Agreement, as stated within the Umbrella Agreement, consists of the following: (a) the Umbrella Agreement; (b) the Master Services Agreement dated as of June 14, 2013 ("MSA"), (c) Amendment No. 1 to the Master Services Agreement dated as of July 24, 2014 ("MSA Addendum"), (d) Payeezy Services Addendum ("Payeezy Addendum"), dated as of March 30, 2020 (e) any amendments or supplements made to the Agreement after the Effective Date as more fully described herein and (f) this "Amendment to Master Services Agreement Re: Participants" signed by a Participant (the "Participant Amendment").

Each Participant hereby agrees to the terms of the Agreement with the same effect as if it had physically signed the Agreement and entered into a separate version of the Agreement with Bank; provided, however, (i) each Participant (including any Additional Participants, as defined below) acknowledges receipt of a copy of the Agreement, (ii) authorizes the Lead Merchant to act as agent for such Participant in connection with matters relating to the Agreement, including (a) administering the services provided under the Agreement (for purposes of this Participant Amendment, the "Services"), including but not limited to (a) terminating the Agreement entirely and (b) agreeing to assignments, modifications and amendments to the Agreement; any and all such actions by the Lead Merchant will be binding on the Participants; provided; however, Participants agree to reimburse Lead Merchant for any and all causes of actions, injuries, or damages arising from Lead Merchant acting as the agent of the Participants as set forth herein and (iii) with respect to each Participant, Section 5.2 of the MSA is hereby amended to read as follows:

5.2 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS MSA TO THE CONTRARY, PROVIDER'S CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUSIVE OF ANY INDEMNIFICATION OBLIGATION UNDER THIS MSA OR ANY ADDENDUM OR ANY COMPONENT OF THE AGREEMENT STATED IN THE Umbrella Agreement (OR ANY LATER AMENDMENTS THERETO), WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS MSA OR ANY ADDENDUM OR ANY COMPONENT OF THE AGREEMENT STATED IN THE UMBRELLA AGREEMENT (OR ANY LATER AMENDMENTS THERETO)) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE LESSER OF, (I) \$100,000; OR (II) THE AMOUNT OF FEES RECEIVED BY PROVIDER PURSUANT TO THIS MSA FOR THE SERVICES IN THE IMMEDIATELY PRECEDING 12 MONTHS. Section 5.2 of the MSA remains unchanged with respect to Lead Merchant.

Bank may conclusively rely on Lead Merchant's authority to act for itself and to bind the Participants with respect to the foregoing. Notwithstanding any provisions to the contrary, each Participant shall be solely responsible for its own performance under the Agreement, including, but not limited to (a) presenting, managing, transmitting and responding to inquiries regarding Sales Drafts, Credit Drafts, and retrieval requests, (b) providing settlement account instructions and debit authorizations (including for Chargebacks and other amounts owed under the Agreement), (c) transmitting and receiving data and information regarding Participants (including any regarding the Participant's Sales Drafts (including Cardholder data) and other transactions), (d) coordinating and effecting Terminal changes, (e) executing set-up forms as necessary to provide the Services. The parties hereto agree that Lead Merchant is not guaranteeing the performance of any Participant under the Agreement, nor shall any Participant shall be responsible for the obligations of other Participants, and neither shall any Participant act on behalf of, or instruct Bank with respect to, any other Participant. Bank will enforce the terms of the Agreement directly against each Participant. Each Participant does not waive any defense of sovereign immunity it may have in any Claims brought by a third party against each Participant relating to the indemnity obligations under the Agreement.

B. Settlement Accounts. Each Participant will provide Bank with financial institution information necessary for Bank to transfer settlement funds resulting from such Participant's Sales Drafts ("Settlement Funds") to an account owned by each such Participant. Settlement Funds for Participants will not be transferred to settlement accounts owned by Lead Merchant nor any other Participant. Each Participant represents and warrants to Bank that no Settlement Funds of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Participant settlement account.

C. Lead Merchant Reaffirmed Obligations; Representations; Warranties and Covenants. The Lead Merchant reaffirms all of its representations, warranties, covenants, agreements, obligations and responsibilities set forth under the Agreement. Each Participant hereby represents and warrants to Bank that (a) it is a Participant as such is defined hereunder and (b) all necessary action was taken by the Participant's governing body to provide Lead Merchant all necessary power and authority to act on behalf of Participant in connection with the Agreement and the Services of such Participant as described in this Participation Amendment.

Additionally, each Merchant represents and warrants to Bank that (a) the execution and delivery of this Participant Amendment has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to such Merchant, or any provision of such Merchant's organizational documentation or any other agreement binding upon such Merchant, (b) the person(s) executing and delivering this Participant Amendment for and on behalf of such Merchant are duly authorized to do so and (c) the information for such Merchant, as set forth below and/or in Attachment I to this Participant Amendment, including, without limitation, the tax identification number for such Merchant, is true, complete and accurate.

Each Merchant agrees that Bank's reliance and actions taken based on the representations and warranties contained in this Participant Amendment do not constitute negligence or willful misconduct. Further, each Merchant hereby agrees that Bank will not be liable, and such Merchant shall not sue or otherwise make claims against Bank for or on account of any claim for damages arising out of or relating to the Bank allowing the arrangements contemplated by this Participant Amendment.

D. Merchants; Additional Participants and New Services. All references in the Agreement to "Customer" or "CUSTOMER" shall have the same meaning as set forth in this Participant Amendment for "Merchant". Each Participant hereby acknowledges and agrees that, from time to time, the Lead Merchant may, without notice to or consent of the Participants (i) join additional entities ("Additional Participants") as parties to the Agreement by duly completing and executing (on behalf of itself and the Participants) an Accession Agreement, substantively consistent with the terms of this Participant Amendment and acceptable to Bank, at which time, such Additional Participants shall have the same rights and obligations as the Participants, and the Lead Merchant shall have the same obligations with respect to such Additional Participants as it has for the Participants and/or (ii) subscribe to additional services ("New Services") via an amendment, addendum or supplement in a form acceptable to the Bank signed by the Lead Merchant (on behalf of itself and the Participants, including any Additional Participants), at which time such New Services shall also constitute Services under the Agreement.

E. Financial Information. Section 3.1 of the Agreement (Financial and Other Information), is hereby amended as follows: Notwithstanding any provision to the contrary contained in the Agreement, Participant agrees to provide Bank annual audited financial statements within one hundred eighty (180) days after the end of each fiscal year. In addition, Participant authorizes Bank to obtain from third parties financial and credit information relating to Participant, as authorized under the Participant Amendment (and the Agreement).

F. Confidentiality. Notwithstanding any provision to the contrary, the parties hereto acknowledge and agree that any information marked or otherwise identified as confidential or proprietary which is supplied or otherwise made accessible by Bank that Bank requires be treated as Bank's confidential information will be marked by Bank as confidential.

G. Termination. For the avoidance of doubt, Bank may suspend or terminate the provision of Services and/or the Agreement (as applicable) with respect to any Participant, as such suspension or termination rights are described in the Agreement. Bank may terminate the Agreement with respect to any Participant(s), with (90) ninety days' notice for any reason and with as much notice as is reasonably practicable under the circumstances if: (i) upon notice to Participant if, in Bank's sole discretion such termination is necessary for Bank to comply with its obligations under any Applicable Law or the Card Organization Rules; (ii) upon notice to Participant where Bank is required to do so by Applicable Law, the Card Organizations; and/or (iii) immediately if Merchant causes, or may cause, harm or loss of goodwill to the Card Organizations' systems. Any Participant may also terminate its Participant Amendment with (90) ninety days' notice for any reason. This Participant Amendment will also automatically terminate upon termination of the Agreement or the Umbrella Agreement.

H. Counterparts. This Participant Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Participant Amendment. Receipt of an executed signature page to the Participant Amendment by telecopy, or other electronic transmission shall constitute effective delivery thereof.

Participants Each Participant shall be as identified as set forth in the signature block to this Participant Amendment and in Attachment 1 to this Participant Amendment, attached hereto.

Fees Shall be as identified in the Agreement.

Except as modified above, the Agreement remains in full force and effect and any reference to it after the Effective Date will mean the Agreement as modified by this Participant Amendment.

This Participant Amendment is not binding on Bank unless and until signed by Bank.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

(“LEAD MERCHANT”)

Bound by Umbrella Agreement

BANK OF AMERICA, N.A.

(“BANK”)

By: _____

Name: _____

Title: _____

Date: _____

(“PARTICIPANT”)

By: _____

Name: _____

Title: _____

Date: _____

(“PARTICIPANT”)

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1 TO AMENDMENT TO MASTER SERVICES AGREEMENT RE: PARTICIPANTS

<u>Legal Name</u>	<u>D/B/A</u>	<u>Address</u>	<u>Notices (if any) Name/Title/Fax</u>	<u>Tax ID #</u>	<u>Method of Settlement (See Agreement)</u>
					Mark one box: <input type="checkbox"/> Debit/Credit Direct Settlement Account <input type="checkbox"/> Wire Transfers/Debits to Designated Account <input type="checkbox"/> Automated Clearing House Credit/Debit to Designated Account Bank Account Number: Bank Account Name: Name & Address of Bank: Bank Officer Contact: Phone Number:
					Mark one box: <input type="checkbox"/> Debit/Credit Direct Settlement Account <input type="checkbox"/> Wire Transfers/Debits to Designated Account <input type="checkbox"/> Automated Clearing House Credit/Debit to Designated Account Bank Account Number: Bank Account Name: Name & Address of Bank: Bank Officer Contact: Phone Number: