



MERCHANT CREDIT CARD PROCESSING AGREEMENT AMENDMENT (Single Year)

THIS AMENDMENT ("Amendment") is effective _____ ("Effective Date") and hereby amends the Merchant Agreement ("Agreement") dated _____ between **Paya Inc.**, and ("Merchant"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement.

WHEREAS, by virtue of this Amendment the parties desire to amend the Agreement to modify the Term and Early Termination Fee.

NOW, THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 5.01(a) AND 5.01(c) of the Terms and Conditions are amended as follows:

ARTICLE V – TERMINATION AND EFFECT OF TERMINATION

1. **Section 5.01(a) shall be deleted in its entirety and replaced with the following: "(a) This Agreement shall become effective upon acceptance by Bank ("Effective Date"). The initial term of this Agreement shall be for a period of one (1) year beginning on the Effective Date ("Initial Term") and will renew for additional successive one (1) year terms ("Renewal Term") unless terminated as set forth below:"**
2. **Section 5.01(c) shall be deleted in its entirety and replaced with the following: "(c) Upon early termination of this Agreement by Merchant, or by Paya should Merchant breach any of the terms of this Agreement during the Initial Term or any Renewal Term, Merchant shall pay to Paya Inc. an early termination fee equal to three hundred dollars (\$300.00) (respectively the "Early Termination Fee"). In addition to the Early Termination Fee,**



Merchant shall pay any fees, fines, third party costs or penalties which Paya Inc. may be assessed due to Merchant's breach of this Agreement and/or early termination. To the extent that applicable state law mandates lesser termination fees, the Early Termination Fee shall be the maximum allowed by applicable law. Merchant will not owe the Early Termination Fee if Merchant elects not to renew the Agreement upon the expiration of the then current term by providing written notice in accordance with this paragraph. All rights and obligations of the parties existing as of the effective time of termination will survive termination;"

This Amendment, together with the Agreement and any exhibits, schedules, attachments, appendices and amendments thereto, constitute the entire agreement between the parties with respect to the subject matter hereof, supersede any other oral and written representations, understandings or agreements relating to the subject matter hereof, and may not be amended except by written agreement signed by the parties. In the event of any inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall govern and control.

If any provision of this Amendment is found to be void, invalid, or unenforceable, it shall be severed from and shall not affect the remainder of this Amendment, which shall remain valid and enforceable. Any such severed provision shall be replaced with a similar provision, which conforms to applicable law and embodies as closely as possible the original intent of the parties.

Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Amendment as of the Effective Date

SIGNATURE AND ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MERCHANT

Paya Inc.

X

AUTHORIZED SIGNER (MERCHANT)

AUTHORIZED SIGNER (Paya Inc.)

X

SIGNER'S NAME (PLEASE PRINT)

SIGNER'S NAME (PLEASE PRINT)

X

SIGNER'S TITLE (PLEASE PRINT)

SIGNER'S TITLE (PLEASE PRINT)