

FIRST AMENDMENT  
TO  
MASTER SERVICES AGREEMENT  
BETWEEN  
**ADP, INC.**  
AND  
**DEKALB COUNTY SCHOOLS**

This First Amendment (the "First Amendment"), made as of \_\_\_\_\_ ("First Amendment Effective Date") between ADP, Inc. ("ADP"), and Dekalb County Schools ("Client") contains changes, modifications, revisions and additions to the terms and conditions of the Master Services Agreement dated November 15, 2021 (the "Agreement"), between Client and ADP.

Now, therefore, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, ADP and Client hereby agree as follows:

1. **Global Master Terms and Conditions, Section 12.1.** As of the First Amendment Effective Date, Section 12.1 of the Global Master Terms and Conditions is amended by adding the following to the end thereof immediately after the period:

Client's obligation to pay for future Services is contingent upon funds for that purpose being appropriated by an authority not controlled by Client and in accordance with applicable law. Client represents and warrants that funds have been appropriated for the current fiscal year to cover the costs of the Services set forth in this Agreement through the end of Client's current fiscal year. If funds are not appropriated in the future in accordance with law, then Client may immediately terminate a portion or all of the Services. Client shall employ all steps reasonably necessary to seek future appropriations for the Services, and Client may not exercise its right to terminate for nonappropriation simply to substitute the Services with those of an alternative provider. Client may not rely on nonappropriation to avoid payment for Services rendered.

2. **Pricing and Financial Terms, Section IV Financial Terms.** As of the First Amendment Effective Date, Paragraph A, Initial Term is deleted and replaced with the following:

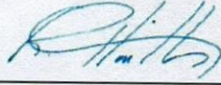
**A. Initial Term.** The Initial Term shall expire on December 31, 2023.

3. **General Provisions.** This First Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Facsimile signatures, electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this First Amendment and the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this First Amendment and the terms and conditions of the Agreement, this First Amendment shall prevail. The terms defined in the Agreement and used in this First Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this First Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be duly executed by its authorized representatives as of the date first above written.

ADP, Inc.

By:



Name:

Rob Hamilton

Title:

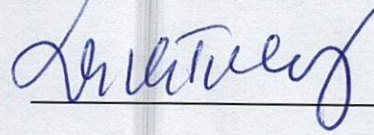
SVP/GM

Date:

3/17/23

Dekalb County Schools

By:



Name:

Dr. Vasanne S. Tinsley

Title:

Interim Superintendent

Date:

3/23/23

