

**AMENDMENT NO. 1
TO AGREEMENT FOR GOVERNMENT BANKING SERVICES**

This Amendment No. 1 to the Agreement for Government Banking Services (“Amendment #1”) is made as of this _____ (“Effective Date”) by and between DeKalb County School District (the “Client”) and Bank of America, N.A., a national banking association (the “Bank”).

RECITALS

1. Dated July 1, 2022, Client and Bank entered into that certain Agreement for Government Banking Services (the “Agreement”).
2. The term of the Agreement started on July 1, 2022, expiring on June 30, 2023 (“Term”).
3. In accordance Section 3. Term, the Agreement includes 4 one year’s extension options upon mutual written consent.
4. As of the date of this Amendment #1, the Client continues to purchase, and Bank continues to provide the Services, and each party hereby confirms its written consent to utilizing the 3 one-year extension options.

NOW THEREFORE, for a valuable consideration, Client and Bank hereby agree to supplement and amend the Agreement as follows:

1. Definitions: Capitalized terms used but not defined in this Amendment #1 will have the definitions and meanings given to them in the Agreement.
2. Representations: Each party represents and warrants to the other party that this Amendment #1 has been dully authorized by all necessary action(s) and is binding on such party in accordance with its terms.
3. Term: The Term of this Agreement shall continue through and including June 30, 2026, unless terminated earlier or extended further by either party in accordance with the Agreement, including the pertinent provisions of the T&C.
4. Amendment:
 - 4.1. PayMode Services: Notwithstanding anything to the contrary in the Agreement, the entirety of terms and conditions applicable for any Paymode Services provisioned by the Bank shall be exclusively those contained in the Bank’s standard-form agreement(s) without regard to or giving effect of any other terms, conditions, or other provisions of the Agreement and shall consist solely of the following documents: (i) Bank’s standard-form of Global Transaction Services Terms and Conditions, previously accepted by the Client pursuant to the Authorization and Agreement for Treasury Services signed by the Client on August 11, 2022, and (ii) Payment Processing Services Service Terms Amendment to the T&C, each of which is made part of the Agreement as Exhibit A.
 - 4.2. The Agreement is supplemented by adding the following Section 6: “Notwithstanding anything to the contrary in the Agreement, Bid Response or any other document that is part of the integrated agreement between the parties, for purposes of clarification, the Bank’s rights under the T&C are fully reserved, including the limitations of liability set forth therein, and its right to discontinue providing any services to the Client upon expiration or termination of the Agreement. In addition, the Bank will be obligated to comply with laws only to the extent that such laws are applicable to the Bank with respect to the Services provided under this Agreement.”
5. Ratification: All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties, and this Amendment #1, whose terms shall prevail in the event of any inconsistency with the Agreement, may be executed in counterparts and delivered by fax or other electronic means.
6. Severability. Should any provision of this Amendment #1 be deemed illegal or otherwise unenforceable, that provision shall be severed, and the remainder of this Amendment #1 shall remain in full force and effect. The waiver of any right or election of any remedy in one instance, by either party, shall not affect any rights or

remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 by their duly authorized representatives as of the date first set forth above.

DEKALB COUNTY SCHOOL DISTRICT

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____
Address: _____
City: _____
Date: _____

By: _____
Name: _____
Title: _____
Address: _____
City: _____
Date: _____

This Amendment (“Service Terms”) supplements and amends the Treasury Agreements, applicable to the Client, with respect to the Service described herein. Capitalized terms not defined herein shall have the meanings assigned to them in the Treasury Agreements.

“Client” means the Client executing this Service Terms and includes any references to “customer”, “customer’s”, “you”, “your” or “yours” as used in any Treasury Agreements.

“Bank” means Bank of America Corporation subsidiary banks (Bank of America, N.A. along with any other affiliates or subsidiaries of Bank of America Corporation listed on the List of Banks and List of Banks and Services), and includes any references to “we”, “us” or “our” as used in any Treasury Agreements.

“Treasury Agreements” means, as applicable to Client, any (i) Acceptance of Services, (ii) Global Transaction Services Terms and Conditions, (iii) Treasury Services Terms and Conditions Booklet, (iv) Cash Management Services Terms and Conditions, (v) General Provisions Treasury Services Agreement, (vi) General Terms, and/or (vii) Cash Management Essentials Treasury Services Agreement.

“Service Documentation” includes: the Treasury Agreements; the Acceptance of Services; the General Terms of the T&C; the Service Terms, which may be contained in the T&C and/or any amendments, supplements or addenda thereto; the country specific terms and conditions for global transaction Services, if any; the User Documentation; and any set-up forms, onboarding documentation or authorization forms.

“Service Terms” means the terms and conditions under which Bank provides a Service. Service Terms may be found in the Treasury Agreements as well as any amendments, supplements or addenda thereto.

Payment Processing Service

May be offered under the following names, or variations thereof, as may be amended from time to time: Paymode-X®.

“Collector” means a non-consumer that is a member of the PayMode-X® network and receives payments and remittance information from Disbursers.

“Disburser” means a non-consumer that uses the Service to send Transaction Requests to Bank and on whose behalf Bank originates an Entry to a Collector.

“Entries”. Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any prenotification.

“NACHA Rules”. The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time. The capitalized ACH terms used are defined in the NACHA Rules.

“Reversals”. Data for reversing Entries.

“Transaction Account” means one or more deposit accounts maintained by Client with Bank or another financial institution and used in connection with the Payment Processing Services.

“Transaction Request” means a message transmitted electronically from Client as a Disburser to Bank or Bank’s third party processor requesting Bank to originate an Entry to a Collector on Client’s behalf.

If utilizing the Payment Processing Service, Client will choose to enroll as a “Disburser.” With this Service, a Disburser may request Bank to originate payments to Collectors on its behalf. The capitalized ACH terms appearing herein are defined in the NACHA Rules.

Client must comply with the NACHA Rules for all Transaction Requests and Entries, whether or not a Transaction Request or Entry is sent through the ACH network. Bank acts as the Originator, on Client’s behalf, and Originating Depository Financial Institution (ODFI) with respect to Entries. Client represents and warrants to Bank that all Receiver bank accounts are domiciled in the United States. Client may not submit a Transaction Request that would require the processing of an international ACH transaction (IAT) or any other type of cross border payment. The NACHA Rules govern if they conflict with the Service Documentation, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

When Client enrolls to use the Payment Processing Services, Client will become a member of the third-party owned PayMode-X® network made up of Disbursers and Payers, using the Payment Processing Services, as well as Collectors and Billers. A Disburser must comply with the PayMode-X® network operating rules. The operating rules are available for review at the website indicated in the User Documentation

Client must comply with the NACHA Rules for all Transaction Requests and Entries. Client agrees to be bound by the provision of the NACHA Rules providing that payment of a credit Entry by the Receiving Depository Financial Institution (RDFI) to the Receiver is provisional until the RDFI receives final settlement for the Entry. If final settlement is not received, the RDFI is entitled to a refund from the Receiver of the amount credited. This means that the Receiver will not have been paid.

Bank’s payment of any debit Entry, returned credit Entry or credit Reversal is provisional until Bank receives final settlement for the Entry or Reversal. If final settlement is not received, Bank is entitled to a refund and may charge Client’s Transaction Account for the amount previously credited.

Dated: _____

(Client Legal Name)

(Signature)

(Print Name)

(Print Title)