



Company Name Walton County Board of Commissioners
 Office/Client Number _____
 Federal ID Number 58-6000902

The parties hereby agree to amend the Paychex Service Agreement for Paychex Time and Attendance Services between Client and Paychex dated ___/___/___ (the "Agreement") as follows:

1. Section 6 of Part B of the Agreement is hereby amended to read in its entirety as follows:

"6. Client Default. In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare any or all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all past due Amounts Due, including advances or overpayments, made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of ~~Monroe~~Walton, State of ~~New York~~Georgia, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex."

2. Section 8 of Part B of the Agreement is hereby amended to read in its entirety as follows:

"8. Indemnification. To the extent permitted by Law, Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA Rules; (iv) Client's breach of any warranty set forth in the Agreement; and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party."

3. Section 13 of Part B of the Agreement is hereby amended to read in its entirety as follows:

"13. Governing Law and Arbitration. The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by ERISA, without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, related to, or in connection with, the Agreement or the Services, will be determined only by binding arbitration in (i) Rochester, New York if initiated by Client, or (ii) Client's location if initiated by Paychex, and in either case in accordance with the commercial rules of the American Arbitration Association. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement.** A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The Parties agree that the prevailing Party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either Party to the Agreement. The Parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each Party must only bring claims against each other in their individual capacity."

THIS ADDENDUM IS NOT INTENDED TO MODIFY OR REPLACE ANY PART OR PROVISION OF THE AGREEMENT OTHER THAN AS EXPRESSLY SET FORTH ABOVE.

Client Authorized Officer/Representative Name _____ **Title** _____
PLEASE PRINT

Client Authorized Officer/Representative's Signature _____ **Date** _____

Paychex Authorized Representative's Name _____ **Title** _____
PLEASE PRINT

Paychex Authorized Representative's Signature _____ **Date** _____