

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **PAYMENTECH LLP**, whose address is 14221 Dallas Parkway, Dallas, TX 75254 ("Paymentech") and **JPMORGAN CHASE BANK, N.A.**, a national banking association ("Member"),

WITNESSETH:

WHEREAS, the City, Member, and Paymentech previously entered into an Agreement dated April 22, 2015 relating to processing of City credit card transactions (the "Agreement") through Member; and

WHEREAS, Paymentech has requested modification of pricing shown on Exhibit A;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. The additional Scope of Work is set forth in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A-1** and all references to "**Exhibit A**" are from the date of this Agreement forward are hereby amended to read "**Exhibit A and Exhibit A-1** as applicable".
2. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank.

Contract Control Number: FINAN-201520122-01

Contractor Name: PAYMENTECH LLP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of
Denver

By _____


By _____

By _____



Contract Control Number: FINAN-201520122-01

Contractor Name: PAYMENTECH LLP

By:  11/2/15

Name: PAUL FEQUEGNAT
(please print)

Title: VP CREDIT RISK
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1

(exhibit follows)

**PAYMENTECH, LLC
AMENDMENT TO
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT**

MERCHANT NAME: City & County of Denver

This Amendment to the Select Government Merchant Payment Card Processing Agreement (the "Amendment") is dated as of the date last signed and is attached to and forms a part of that certain Select Government Merchant Payment Card Processing Agreement dated as of the Effective Date of the Agreement, as may have been amended, between Paymentech, LLC, (or its predecessor in interest) for itself and on behalf of JPMorgan Chase Bank, N.A. a national banking association ("Member"), and the Merchant(s) whose signature(s) appear below (collectively referred to as "Merchants") (the "Agreement"). To the extent that any conflict or inconsistency exists between the terms of this Amendment and the Agreement, the terms of this Amendment will control.

1. NEW PRICING.

Your pricing shall be modified in accordance with the selection below:

- The fees for one or more of the services specified on your pricing schedules shall be modified in accordance with the following table. Only the fees described in "Description of Service" below are hereby added to reflect the fees. All other fees in the existing Schedules A for both North American and Global platform processing shall continue in full force and effect and are unchanged by this Amendment.

Description of Service	Fee
Safetech Encryption Item (Verifone)	\$.0125
Safetech Tokenization Item	\$.0050

If Merchant obtains point of sale device(s) from Paymentech or a third party for use with Safetech Encryption and Paymentech or the third party provides the encryption services, additional fees shall be assessed: (a) a one-time device fee of \$10.90 per device; and (b) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s).

If Merchant obtains point of sale device(s) from Verifone directly and Verifone provides the Safetech Verifone Point Enterprise Solution encryption injection to the devices, then the above one time device fee(s) and injection fee(s) will not apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech, Verifone or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in the Agreement.

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1. NEW PRICING.

Your pricing shall be modified in accordance with the selection below:

- The fees for one or more of the services specified on your pricing schedules shall be modified in accordance with the following table. Only the fees described in "Description of Service" below are hereby added to reflect the fees. All other fees in the existing Schedules A for both North American and Global platform processing shall continue in full force and effect and are unchanged by this Amendment.

Description of Service	Fee
Safetech Encryption Item (Ingenico)	\$.0125
Safetech Tokenization Item	\$.0050

If Merchant obtains point of sale device(s) for use with Safetech Encryption, the following additional fee shall be assessed: an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in the Agreement.