ADDENDUM TO

Merchant Processing Agreement ("Agreement") by and between U.S. Alliance Group, Inc. doing business as Electronic Cash Systems and Comal County, Texas

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

1. This Addendum to the above-referenced Agreement is made and entered into by and between Comal County, Texas, a political subdivision of the State of Texas ("Client") and U.S. Alliance Group, Inc. doing business as Electronic Cash Systems ("ECS").
2. For purposes of this Addendum, the above-referenced Agreement and all of the attachments and schedules thereto will be referred to generally as the "Agreement." In the event of a conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail solely with the subject matter with respect to this Addendum. The terms and conditions of this Addendum are hereby incorporated into the Agreement by reference.
3. Section 26.1 of the Agreement's terms and conditions shall be replaced with the following: You hereby agree to the fullest extent to applicable law, without the creation of a sinking fund, to release, indemnify, defend and hold harmless Vigilant Solutions and us, including but not limited to their respective directors, officers, owners, employees, subsidiaries, agents, affiliates, parents, successors and/or assigns from any and all loss resulting from liability, claims, lawsuits, demands, causes of action or disputes which may arise through these ECS Merchant Services Program Terms and Conditions that are permitted by and do not run contrary to the Constitution and Laws of the State of Texas, specifically Texas Constitution Art. III, Sec. 52 and the requirements for the creation of a sinking fund under Texas Constitution Art. XI, Sec. 7. Notwithstanding the preceding, you hereby acknowledge and agree that the services being provided by ECS, its third party processing vendors and the Card Associations hereunder are controlled and regulated by various federal statutory frameworks which may preempt the aforementioned limitation of your indemnity and defense obligations under the Texas State Constitution. For tort liability purposes, neither you nor us shall be considered the agent of the each other.

COMAL COUNTY:

By _____
Ramona Womack, Purchasing Director

DATE: _____

U.S. ALLIANCE GROUP, LLC dba ELECTRONIC CASH SYSTEMS

By _____
Fadi Cheikha, Owner

DATE: _____

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