

SCHEDULE B

TERMS APPLICABLE SOLELY IN THE EVENT THE CUSTOMER IS A GOVERNMENT ENTITY OR GOVERNMENT INSTITUTION

The terms in this Schedule B are applicable only in the event the Customer (i) has selected the checkbox on the Enrollment Form indicating that these terms apply, and (ii) qualifies as a “government entity” or “government institution” under applicable local, state or federal law. Except as expressly modified pursuant to this Schedule, all terms and conditions of the Agreement (as defined in the Enrollment Form) remain in full force and effect and shall govern the relationship between Elavon and Customer.

1) The following provisions hereby replace or amend the like-numbered provisions of Section A of Schedule A to the Agreement or are hereby inserted or deleted from Section A of Schedule A to the Agreement, as indicated, for Customers operating under this Schedule.

a) **Section 5. Suspension of Service.**

The language contained in Section 5(b)(ii), stating that: “...provided further that Customer will indemnify and hold harmless Elavon from any fines, penalties, levies, assessments or other costs associated with Elavon continuing to provide Connectivity or access to or use of the Hosted System or the Elavon Services following such court order or notice;”

is deemed to be deleted and replaced with:

“...provided further that Customer is responsible for any fines, penalties, levies, assessments, or other costs associated with Elavon continuing to provide Connectivity or access to or use of the Hosted System or the Elavon Services following such court order or notice;”

b) **Section 7(a). Termination by Customer.**

In addition to the termination rights set forth in Section 7(b)(i), (ii), and (iii) of Section A of Schedule A to the Agreement, Customer shall have the following termination right, which shall be deemed to constitute Section 7(b)(iv) of Section A of Schedule A to the Agreement:

“(iv) This Agreement may be terminated by Customer in the event that sufficient legislative appropriation is not available, provided that Customer gives Elavon sixty

(60) days’ written notice prior to termination.”

c) **Section 7(f). Early Termination Fee. [DELETED].**

d) **Section 12(d). [DELETED].**

e) **Section 14. Indemnification.** Section 14 of Section A of Schedule A will be deemed to be deleted in its entirety and replaced with:

“(a) Customer Responsibilities: As between Customer and Elavon, Customer will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of or in connection with: (i) breach by Customer of its covenants or obligations under this Agreement, (ii) Customer’s violation of applicable Laws, orders, or Payment Network Regulations, in connection with the provision of Customer Data to Elavon hereunder or Customer’s use of the Elavon Services, or (iii) any access to or use of the Elavon Services, including, without limitation, the Service Web Site or the Hosted System, in a manner that is unauthorized or otherwise inconsistent with the terms of this Agreement. Customer will not make any claims against Elavon for any liabilities, claims, losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

(b) Elavon Responsibilities: Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon’s breach of this Agreement, (ii) Elavon’s violation of applicable Laws, orders, or Payment Network Regulations, in connection with the Elavon Services under this Agreement or (iii) Elavon’s negligence, gross negligence or willful misconduct.”

f) **Section 17. Publicity. [DELETED]**

g) **Section 18. Governing Law. [DELETED].**

h) **Section 24. Exclusivity. [DELETED].**

- 2) The following provisions hereby replace the like-numbered provisions of Section B of Schedule A to the Agreement or are hereby inserted or deleted from Section B of Schedule A to the Agreement, as indicated, for Customers operating under this Schedule.

- a) Section B – Glossary of Defined Terms
“**Elavon Indemnified Parties**”
[DELETED]