



SCHEDULE C

**TERMS APPLICABLE SOLELY IN THE EVENT THE CUSTOMER IS A
FEDERALLY RECOGNIZED OR ACKNOWLEDGED TRIBAL GOVERNMENT OR
INSTRUMENTALITY THEREOF**

The terms in this Schedule C shall apply to any Customer that qualifies as a federally recognized or acknowledged tribal government or an instrumentality thereof, regardless of whether Customer has selected the corresponding box on the Enrollment Form. 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.

The following additional provision, **Section 25. Waiver of Sovereign Immunity**, is inserted in Section A of Schedule A to the Agreement:

“Customer hereby expressly and irrevocably provides a limited waiver of its sovereign immunity (and any defense based thereon) from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, exercise of contempt powers or otherwise) brought by Elavon relative to disputes between the Customer and Elavon under this Agreement in the exclusive jurisdiction set forth in Section 18 of Schedule A to this Agreement. Without prejudice to the limited waiver of sovereign immunity provided in this Agreement, no other waiver of Customer’s sovereign immunity from suit may be implied from any action or document. Customer covenants that Customer has obtained and shall maintain in effect all authorizations and consents necessary to grant the waivers of sovereign immunity and of the obligation to exhaust tribal court remedies contained herein.

Customer waives any requirement for Elavon to exhaust tribal court remedies that might otherwise require, as a matter of law or comity, that a dispute be heard first in the tribal court of Customer. The waivers and consents described in this Section 25 shall inure to the benefit of the parties hereto. The parties hereto shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief. The waivers of sovereign immunity and of the obligation to exhaust tribal court remedies and the consents to jurisdiction contained in this Section 25 are irrevocable.”