

SCHEDULE B**GOVERNMENT TERMS**

The terms in this Schedule B are applicable only to Services in the United States and in the event the Company (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 will govern the relationship between Elavon and Company.

The Agreement is modified as follows for government entities and institutions:

1. **Section 3.2(b) (Termination by Company).** Company will have the following termination right added to the Agreement at the end of Section 3.2(b) of Schedule A:

“Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”

2. **Section 11 (Indemnification).** Section 11 of Schedule A is deleted in its entirety and replaced with the following:

“Company Responsibilities. As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (a) any Transaction processed under the Agreement; (b) Company’s breach of the Agreement; (c) all use of any user ID and password other than by Elavon or Elavon’s third-party contractors; (d) Company’s or its Service Providers’ gross negligence or willful misconduct; (e) Company’s or its Service Providers’ violation of Laws or Payment Network Regulations; (f) any action taken by Elavon with respect to the DDA in accordance with the Agreement; or (g) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company 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.”

3. **Section 15.2 (Jurisdiction and Venue; Governing Laws).** Section 15.2 of Schedule A is deleted and replaced with the following: “Intentionally Omitted”.