

NEW COMPANY APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION		
◆ DBA NAME: Williamson County Regional Animal Shelter			
CORPORATE NAME (IF DIFFERENT THAN ABOVE): Williamson County Regional Animal Shelter			
CONTACT NAME: Gunter, Linda			
◆ DBA ADDRESS TYPE: ◆ DBA ADDRESS1 (NO PO BOX): 1855 SE Inner Loop			
DBA ADDRESS 2:			
◆ CITY: Georgetown		◆ STATE: TX	◆ ZIP CODE: 78626
◆ COUNTRY OF PRIMARY BUSINESS OPERATIONS: USA			
◆ BUSINESS COUNTRY OF FORMATION: USA		◆ DBA PHONE #: (512) 943-3567	
▶ DOES COMPANY HAVE THE ABILITY TO ISSUE BEARER SHARES AS OWNERSHIP STAKE IN THE COMPANY?		DBA FAX #: (512) 930-8015	
YEAR ESTABLISHED: 1900		MOBILE PHONE #:	
◆ LENGTH OF CURRENT OWNERSHIP: 118 YEARS, 0.0 MONTHS		◆ EMAIL ADDRESS: lgunter@wilco.org	
2	CORPORATE ADDRESS (IF DIFFERENT THAN ABOVE)		
CORP ADDRESS TYPE: CORP ADDRESS (NO PO BOX):			
CITY:		STATE:	ZIP CODE:
OTHER ADDRESS (IF DIFFERENT THAN ABOVE)			
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)			
LOCATION NAME: Williamson County Regional Animal Shelter		PHONE #: (512) 943-3567	
CONTACT: Gunter, Linda		FAX #: (512) 930-8015	
ADDRESS: 1855 SE Inner Loop	CITY: Georgetown	STATE: TX	ZIP CODE: 78626
STATEMENTS/ RETRIEVALS /CHARGEBACKS			
STATEMENTS: <input checked="" type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9		AUTO SEND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (CHAIN COMPANIES ONLY - MUST INCLUDE CHAIN SET UP FORM)	
RETRIEVALS: MAIL To: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR EMAIL To:		OR <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM)	
CHARGEBACKS: MAIL To: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING AND FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR EMAIL To:		OR <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM)	
3	CONTACT INFORMATION (AUTHORIZED REP)		
◆ <input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input checked="" type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER:			
◆ FIRST NAME: Dan		MN:	◆ LAST NAME: Gattis
◆ TITLE: County Judge		◆ COUNTRY(S) OF CITIZENSHIP: USA	
▶ CONTACT ADDRESS: 1855 SE Inner Loop		▶ ADDRESS TYPE:	
▶ CITY: Georgetown		▶ STATE: TX	▶ ZIP CODE: 78626 USA
▶ DOB:		CONTACT PHONE #:	
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)			
OTHER COMPANY INFORMATION			
◆ AVERAGE SALE AMOUNT: \$ 30		◆ CARD PRESENT 80 %	
◆ HIGH SALE AMOUNT: \$		◆ CARD NOT PRESENT* 20 %	
◆ NUMBER OF HIGH SALES (ABOVE) ANNUALLY:		◆ INTERNET* 0.0 %	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 3000		(MUST TOTAL 100%)	
◆ ANNUAL REVENUE: \$		▶ INTERNET : PRODUCT WEBSITE:	
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: Pet Services		▶ INTERNET: "CONTACT Us" EMAIL:	
SPECIAL PROGRAM MCC ONLY:		*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW	
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)		▶ CUSTOMER SERVICE PHONE #: (512) 943-3567	
IF SEASONAL, PLEASE CHECK MONTHS <u>CLOSED</u> BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)		▶ PREVIOUS PROCESSOR:	
<input type="checkbox"/> JANUARY <input type="checkbox"/> FEBRUARY <input type="checkbox"/> MARCH <input type="checkbox"/> APRIL <input type="checkbox"/> MAY <input type="checkbox"/> JUNE <input type="checkbox"/> JULY <input type="checkbox"/> AUGUST <input type="checkbox"/> SEPTEMBER <input type="checkbox"/> OCTOBER <input type="checkbox"/> NOVEMBER <input type="checkbox"/> DECEMBER			
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)			
◆ DEPOSIT BANK NAME: Wells Fargo Bank		◆ ABA/Routing #: 121000248	◆ DDA Account #: 4943951624
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/Routing #:	DDA Account #:
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/Routing #:	DDA Account #:
<input type="checkbox"/> FAST TRACK FUNDING			

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)						PRICING CATEGORY				
<input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAYMENT DEVICE) <div style="float: right; text-align: right;"> </div>						<input type="checkbox"/> RETAIL <input type="checkbox"/> RESTAURANT <input type="checkbox"/> LODGING <div style="float: right; text-align: right;"> <input type="checkbox"/> SUPERMARKET <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> ARU </div>				
<input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MC CREDIT <input type="checkbox"/> MC DEBIT <input type="checkbox"/> DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX										
PRICING INFORMATION					FEES					
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAY DEVICE)		AMERICAN EXPRESS		APPLICATION			\$	
		RATE*	PER ITEM*	RATE	PER ITEM	INSTALLATION/TRAINING			\$	
TIERED	QUALIFIED	1.650 %	\$	2.300 %	\$ 0.20	REPORTING & SUPPORT PACKAGE (PER MONTH)			\$	
	MID QUALIFIED	2.450 %	\$	2.900 %	\$ 0.20	MONTHLY MINIMUM			\$ 20	
	NON QUALIFIED	2.990 %	\$	3.550 %	\$ 0.20	CHARGEBACK (PER OCCURRENCE)			\$ 15.00	
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT					RETURN ITEM/NSF (PER OCCURRENCE)			\$ 25.00	
						STATEMENT: <input type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER				
	OPT. REWARDS					MONTHLY STATEMENT MAILING (PAPER STATEMENTS ONLY)			\$ 10.00	
ENHANCED IC PLUS	OPT. COMMERCIAL CARD		0.000 %	\$		RUSH SHIPMENT			\$	
	INTERCHANGE PLUS		%	\$	%	\$	VERIZON DATA PLAN (PER DEVICE): (PER MONTH)			\$
	CHECK CARD QUALIFIED	%	\$			VERIZON DATA PLAN OVERAGE (PER MB)			\$	
	QUALIFIED	%	\$	%	\$	OTHER: Service Fee 6916			\$ 10.00	
	REWARDS QUALIFIED					AUTHORIZATIONS				
	MID QUALIFIED	%	\$	%	\$	VISA (PER AUTH)	\$ 0.10	VOICE - ARU (PER AUTH)	\$	
COMMERCIAL NON QUALIFIED		%	\$			MASTERCARD (PER AUTH)	\$ 0.10	VOICE OPERATOR (PER AUTH)	\$	
NON QUALIFIED		%	\$	%	\$	DISCOVER (PER AUTH)	\$ 0.10	VOICE - AVS (PER AUTH)	\$	
FIXED - PRICING PGM:		%	\$	%	\$	UNIONPAY (PER AUTH)	\$ 0.10	VOICE BANK REF (PER AUTH)	\$	
*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST.						AMEX (PER AUTH) \$ 0.10 DIAL COMMUNICATION (PER AUTH) \$				
PCI SECURITY PROGRAM/SAFE-T PACKAGE						PIN DEBIT (ALL DEBIT NETWORK FEES WILL BE PASSED THROUGH AT COST)				
SECURITY PROGRAM (PER MONTH): ▶PCI					\$	PIN DEBIT MONTHLY FEE			\$	
OTHER CARD TYPES EXISTING						IC PLUS (PER AUTH)			\$	
AMEX	SE # (10 DIGITS):			PER AUTH: \$		IC PLUS/ENH. IC PLUS MONT=ICPLS/AUTH=ASSOC, (TIERED/DIFFERENTIAL MONT=ICDIF/AUTH=ASSOC)				
EBT	SE # (7 DIGITS):			PER AUTH: \$						

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)**CONVENIENCE FEE SERVICES PROGRAMS****CONVENIENCE FEE FUNDING MODEL (CHECK ONE):**☐ COMPANY MANAGED CONVENIENCE FEE¹☐ ELAVON MANAGED CONVENIENCE FEE²**PAYMENT TRANSACTION TYPES**☐ CREDIT (CHECK ALL THAT APPLY):☐ VISA☐ MASTERCARD☐ DISCOVER☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):☐ VISA☐ MASTERCARD☐ DISCOVER☐ PIN-BASED DEBIT☐ ACH (VIA ELECTRONIC CHECK SERVICES)**ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):**☐ COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER☐ OTHER:**CONVENIENCE FEE PRICING:**

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

☐ COMPANY-MANAGED SERVICE FEE³☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁴☐ ELAVON-MANAGED SERVICE FEE⁵**CARD ACCEPTANCE (CHECK ALL THAT APPLY):**☐ POINT OF SALE☐ INTERNET☐ IVR☐ OTHER:**GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:**☐ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM☐ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM**TRANSACTION TYPES:**☐ FEDERAL INCOME TAX☐ BUSINESS TAX☐ GOVERNMENT FEES☐ OTHER TAX☐ STATE INCOME TAX☐ TUITION☐ REAL ESTATE PROPERTY TAX☐ OTHER EDUCATION EXPENSES**PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):**☐ CREDIT – (CHECK ALL THAT APPLY):☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)☐ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)☐ ACH (VIA ELECTRONIC CHECK SERVICES)**ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):**☐ SERVICE FEE TERMINAL☐ COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER☐ SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)☐ OTHER:**GPISF PRICING:**

CREDIT CARD SERVICE FEE: % OR \$

SIGNATURE DEBIT SERVICE FEE: % OR \$

ACH (VIA ELECTRONIC CHECK SERVICES): \$

IMPLEMENTATION FEE (IF APPLICABLE): \$

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁴ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁵ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9
☒ GOVERNMENT

☐ NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS)

☐ OTHER

NAME: Williamson County Regional Animal Shelter

**NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.*
ADDRESS: 1855 SE Inner Loop

TIN (EMPLOYER ID #): 746000978

CITY: Georgetown

STATE: TX

ZIP CODE: 78626

TIN (SOCIAL SECURITY #):
5
COMPANY REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING_GUIDE_ENG.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

SIGNATURE: X

PRINTED NAME: IDan Gattis

TITLE: County Judge

DATE: 02-22-2018

SIGNATURE: X

PRINTED NAME:
TITLE:
DATE:
SUBMITTER BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

PRINTED NAME: Kelvin Reid

REP ID #: 38096

DATE:
REP PHONE #: (770) 709-7802

REP EMAIL: kreid@bluefin.com

USA-GOV-ELVMSP-1017

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service ("TOS") or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement.

1) **Section 10.1 Audit** is revised to read as follows:

"Audit. If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company's actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company's operations and records to confirm Company's compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon's expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company's business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company's business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company's compliance with Section 8.1."

2) **Section 13 Indemnification** is deleted and replaced with the following two sections:

"13(a). Company Responsibilities. As between Company, Elavon and Member, Company 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 (A) any dispute with a Customer, Cardholder or any third party relating to any Transaction, (B) any action taken by Elavon or Member with respect to the DDA or Reserve Account in accordance with the Agreement, or (C) any breach by Company of any obligation under this Agreement. Company will not make any claims against Elavon or Member 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.

13(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 (A) Elavon's breach of the Agreement, or (B) Elavon's negligence, gross negligence or willful misconduct."

3) **Section 16 Personal Guaranty** is deleted.

4) **Section 18.2 Governing Law in the United States** is deleted.

5) **Section 18.3 Exclusivity** is deleted.

6) **Section 18.5 Assignability** is revised as follows:

"Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon's prior written consent. If Company nevertheless assigns the Agreement without Elavon's consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon's stock or assets."

7) **Section 18.6 Arbitration** is deleted.

8) **Section 18.9 Attorney's Fees** is deleted.

9) **Section 18.12 Amendments** is revised as follows:

"Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective not less than thirty (30) days following the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided."

10) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is replaced as follows:

"Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee's expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee's name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof."

11) **Schedule A, Section 1.10 Net Lease; Taxes** is replaced as follows:

"Net Lease; Taxes. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor's federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee will file personal equipment tax returns with respect to the Leased Equipment."

12) **Schedule A, Section 1.11 Indemnity** is replaced as follows:

"Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

13) **Schedule A, Section 1.16 Remedies** is replaced as follows:

"Remedies. If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease."

14) **Schedule A, Section 1.19 Miscellaneous** is replaced as follows:

"Miscellaneous. If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee

for delivery of such services. Lessee will inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located."

- 15) **Schedule A, Section 1.20 Important Information about Credit Reporting** is deleted.
- 16) **Schedule B, Section 1.5 Personal Guaranty** is deleted.
- 17) **Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.
- 18) **Schedule B, Section 1.7 Arbitration** is deleted.