

GOVERNMENT ENTITY ADDENDUM
TO THE COMMERCE SDK LICENSE AGREEMENT
(FOR USE IN THE UNITED STATES ONLY)

This GOVERNMENT ENTITY ADDENDUM (“**Addendum**”) is entered into and effective as of the Addendum Effective Date (defined on the signature page below) by and between Elavon, Inc. (“**Elavon**”) and the Licensee (defined on the signature page below). This Addendum is an addendum to and supplements that certain Commerce SDK License Agreement (“**License Agreement**”) entered into by and between Elavon and Licensee and having an effective date of . This Addendum is governed by and is part of the License Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the License Agreement, which is incorporated herein by this reference.

The terms in this Addendum are applicable only in the event the Licensee qualifies as a “government entity” or “government institution” under applicable laws. Except as expressly modified pursuant to this Addendum, all terms and conditions of the License Agreement remain unchanged and in full force and effect.

The following provisions hereby modify the like-numbered provisions of the License Agreement as follows:

(a) **Section 4.2:** The last sentence of Section 4.2 stating:

“In the event Licensee continues to make any use of or possess any Affected Third Party Software after the Cessation Date, Licensee will indemnify and hold Elavon and its affiliates harmless from and against any and all resulting third party claims, demands, actions, proceedings, and suits (collectively “**Claims**”), as well as all liabilities, losses, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys’ fees and other litigation expenses)(collectively “**Losses**”) arising in connection therewith.”

is hereby deleted and replaced with:

“In the event Licensee continues to make any use of or possess any Affected Third Party Software after the Cessation Date, Licensee will be responsible for any and all resulting third party claims, demands, actions, proceedings, and suits (collectively “**Claims**”), as well as all liabilities, losses, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys’ fees and other litigation expenses) (collectively “**Losses**”) arising in connection therewith.”

(b) **Section 4.3:** Section 4.3 stating:

“Licensee acknowledges that it is being granted limited license rights to the Commerce SDK (including the Third Party Software) as expressly set forth in this License Agreement and that any violation of such license rights by Licensee may also be, or result in, a violation of the license between Elavon (as licensee) and a third party (as licensor) pursuant to which Elavon sublicenses the Third Party Software to Licensee; and, in that event, Licensee will indemnify and hold Elavon and its affiliates harmless from and against any and all resulting third party Claims and Losses arising in connection therewith.”

is hereby deleted and replaced with:

“Licensee acknowledges that it is being granted limited license rights to the Commerce SDK (including the Third Party Software) as expressly set forth in this License Agreement and that any violation of such license rights by Licensee may also be, or result in, a violation of the license between Elavon (as licensee) and a third party (as licensor) pursuant to which Elavon sublicenses the Third Party Software to Licensee; and, in that event, Licensee will be responsible for any and all resulting third party Claims and Losses arising in connection therewith.”



- (c) **Section 9.1 (Elavon Confidential Information)**: The following sentence is hereby added to the end of Section 9.1:

“Licensee agrees that all such Elavon Confidential Information (with the exception of Commerce SDK pricing information) will not be subject to disclosure under the applicable open records laws, and Licensee will not disclose the same except as and only to the extent expressly allowed under this License Agreement.”

- (d) **Section 12.4 (Export Restrictions)**: Section 12.4 stating:

“Licensee agrees, at its expense, to comply with all applicable local, state, and federal statutes, regulations, ordinances, rules, and other binding law in the Territory governing the import, export and re-export of hardware, software or technology applicable to the Commerce SDK and/or Licensee’s exercise of its license rights hereunder. Licensee further agrees to indemnify and hold Elavon and its affiliates harmless from and against any claims, actions, liabilities or expenses (including reasonable attorney’s fees) resulting from Licensee’s failure to act in accordance with the acknowledgements, agreements and representations in this Section.”

is hereby deleted and replaced with:

“Licensee agrees, at its expense, to comply with all applicable local, state, and federal statutes, regulations, ordinances, rules, and other binding law in the Territory governing the import, export and re-export of hardware, software or technology applicable to the Commerce SDK and/or Licensee’s exercise of its license rights hereunder. Licensee further agrees to be responsible for any claims, actions, liabilities or expenses (including reasonable attorney’s fees) resulting from Licensee’s failure to act in accordance with the acknowledgements, agreements and representations in this Section.”

- (e) **Section 12.5 (Governing Law; Venue)**: Section 12.5 is hereby deleted in its entirety.

IN WITNESS WHEREOF, Elavon and Licensee have caused this Addendum to be signed and delivered by their duly authorized representatives.

(the “*Licensee*”)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Elavon, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

(the “*Addendum Effective Date*”)