



LEVEL III PROCESSING ADDENDUM

This Level III Processing Addendum (the “**Addendum**”) is entered into as of the Effective Date between Elavon, Inc. (“**Elavon**”) and the merchant entity identified below as Company. This Addendum is governed by that certain MSA by and between Elavon and Company (the “**Agreement**”) governing the processing services provided to Company by Elavon. All capitalized terms used herein but not otherwise defined have the meanings ascribed to such terms in the Agreement.

1. **Definitions.**

a. “**Level III cards**” means certain business card, corporate cards, purchasing cards, or procurement cards issued to businesses or governments for the purpose of corporate expenses, procurement, or purchasing functions.

b. “**Level III processing**” means the authorization and settlement of payments made on Level III cards, with Company capturing and forwarding the necessary Level III data from the Cardholder in connection with the Transaction to submit to the corresponding Payment Network for reduced interchange rates for Level III card Transactions.

c. “**Level III data fields**” means those necessary data elements established by Visa and Mastercard for inclusion by Company in the transaction file for the proper processing of Level III cards, allowing the necessary data elements to be received by the Level III card issuer and the reduced interchange rates to be applied to the Level III card Transactions.

2. **Processing Services.** Elavon will provide to Company the Level III processing services for Level III cards accepted by Company through its existing card processing services. Company will include all necessary data elements or provide the appropriate enhanced data elements to populate within the data fields necessary to present to the Level III card issuer in connection with the Transaction authorization to allow Elavon to pass such data to the Level III card issuer for purposes of the authorization and settlement of the Level III card Transaction.

3. **Data Field Obligations.**

a. **Elavon Obligations.** Elavon will perform its Level III processing services contemporaneously with the processing services for those non-Level III card Transaction services provided to Company. If Company has not collected information for the applicable Level III data fields shown below, Elavon will insert the enhanced values shown herein, on a per an identified account basis, into the applicable data fields. Elavon will have no financial obligation to Company or to any third party to pay, reconcile, modify, or adjust any amounts, quantities, or values included inserted within the necessary data field for such Level III processing services.

b. **Company Obligations.** Company will collect and post all of the necessary data elements for each Level III card Transaction or provide Elavon the necessary enhanced values shown below to insert into the appropriate data fields for inclusion in the Level III Transaction authorization and settlement process. Elavon will have no liability for Transaction downgrades or additional interchange expenses, costs, or fees occasioned by incomplete, partial, or omitted data fields necessary for Level III processing services. As may be requested, Company will deliver the necessary Level III data field elements to the involved Level III customer or their involved card issuer(s).

c. **Compliance with Card Network Rules.** Elavon and Company will comply with all Laws and Payment Network Regulations regarding Level III data fields, Level III cards, and Level III processing services.

4. **Fees and Payment.**

a. **Fees.** As consideration for the processing of the Level III card Transactions, Elavon will retain fifty percent (50%) of the gross interchange rate reduction applied to the Level III card Transaction from the applicable interchange rate had the Transaction been authorized and settled as a normal card Transaction and not as a Level III card Transaction. In addition to the retention of a portion of the interchange reduction, Elavon will collect all other per Transaction costs, fees, and expenses as provided for in the Agreement.

b. **Payment.** Unless otherwise specified by the parties, Elavon will debit the per Transaction costs, fees, and expenses for Level III processing and its share of the gross interchange reduction for processing the Level III card payments

through Level III processing services in conjunction and contemporaneously with its then existing billing arrangements and agreements for non-Level III Transaction processing services.

5. **Term.** This Addendum will continue through the end of the Term unless terminated by either party with 30 days' written notice to the other party, which termination will not affect the underlying Agreement.

6. **No Modification.** Except as specifically stated, nothing herein will affect any party's rights or obligations contained within the Agreement.

The parties, by their duly authorized officers, have executed and delivered this Addendum.

CITY OF SUNRISE
"Company"

ELAVON, INC.

By: _____

By: _____

Name: Insert Signer's name

Name: _____

Title: Insert Signer's title

Title: _____

Date: Insert date signed

Date: _____

("Effective Date")



VALUE FIELD DATE FIELD ENHANCEMENTS

MERCHANT ACCOUNT NUMBER(S)
8021373272 SUNRISE UTILITY EAST
8021373280 SUNRISE PLANNING
8021373173 SUNRISE BUILDING
8023918298 SUNRISE BUS TAX
8021373264 SUNRISE UTILITY WEST
8021354983 SUNRISE SENIOR CENTER
8021373231 SUNRISE UTILITY CENTRAL
8021424273 SUNRISE UTILITY IVR
8021355113 SUNRISE TENNIS CLUB
8021373165 SUNRISE UTILITY ONLINE
8021355253 SUNRISE LEISURE SERVICES
8021354967 CORPORATE CITY OF SUNRISE
8021355022 SUNRISE 7 BRIDGES REST
8021355188 SUNRISE THEATRE
8021355089 SUNRISE 7 BRIDGES GOLF

TO BE PROVIDED BY COMPANY:

Item Description:
Item Commodity Code:
Item Quantity:
Unit of Measure:
Ship From Zip Code:

TO BE INSERTED BY ELAVON, INC.

Item Description:
Item Commodity Code:
Item Quantity:
Unit of Measure:
Ship From Zip Code: