

PAYMENT NAVIGATOR SERVICES - COMPANY APPLICATION

1	COMPANY INFORMATION
◆ DBA NAME:	
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (no PO Box):	
DBA ADDRESS 2:	
◆ CITY:	◆ STATE:
◆ ZIP CODE:	
◆ COUNTRY OF PRIMARY BUSINESS OPERATIONS:	
◆ BUSINESS COUNTRY OF FORMATION:	
CONTACT NAME:	◆ DBA PHONE #:
◆ EMAIL ADDRESS:	DBA FAX #:
YEAR ESTABLISHED:	MOBILE PHONE #:
◆ LENGTH OF CURRENT OWNERSHIP: YEARS, MONTHS	
CIP EXEMPTION:	
BENEFICIAL OWNER EXEMPTION:	

2	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:	PHONE #:
CONTACT:	FAX #:
ADDRESS:	CITY:
STATE:	ZIP CODE:

3	PRINCIPAL INFORMATION (OFFICER/OWNER)
◆ <input type="checkbox"/> BENEFICIAL OWNER: PERCENTAGE OF OWNERSHIP _____% <input type="checkbox"/> AUTHORIZED SIGNER <input type="checkbox"/> SOLE PROPRIETOR	
◆ ADDITIONAL BENEFICIAL OWNERS?	<input type="checkbox"/> RESPONSIBLE PARTY TITLE: IF OTHER:
◆ FIRST NAME:	▶ MIDDLE NAME: ◆ LAST NAME:
◆ ADDRESS (No PO Box): ◆ ADDRESS TYPE:	
◆ CITY:	◆ STATE/PROVINCE: ◆ ZIP/POSTAL CODE: ◆ COUNTRY:
◆ DOB:	◆ US PERSON: ▶ PHONE #:
<i>PREVIOUS ADDRESS IF CURRENT ADDRESS IS LESS THAN 2 YEARS</i>	
▶ HOME ADDRESS:	▶ CITY: ▶ STATE: ▶ ZIP CODE:
▶ ID TYPE:	▶ ID #: ▶ IF OTHER- ID TYPE:
▶ IF OTHER ID #:	▶ IF OTHER ID - COUNTRY OF ISSUANCE: ▶ IF OTHER GOVERNMENT ISSUED - ID NAME:

INDIVIDUAL VALIDATION DOCUMENTATION		
◆ IDENTIFICATION DOCUMENT:	▶ ISSUING COUNTRY (IF APPLICABLE):	▶ ISSUING STATE (IF APPLICABLE):
◆ DOCUMENT #:	▶ ISSUE DATE:	▶ EXPIRY DATE:
PRINCIPAL ADDRESS MATCHES THE ADDRESS ON THE PRIMARY IDENTIFICATION DOCUMENT ABOVE UNLESS OTHERWISE NOTED. <input type="checkbox"/> ALTERNATE DOCUMENT INCLUDED IF NO ADDRESS MATCH		

OTHER COMPANY INFORMATION	
◆ AVERAGE SALE AMOUNT: \$	◆ ANNUAL REVENUE:
◆ HIGH SALE AMOUNT: \$	◆ DESCRIPTION OF PRODUCT OR SERVICES OFFERED:
◆ NUMBER OF HIGH SALES (ABOVE ANNUALLY):	MCC/SIC:
TOTAL MONTHLY VISA/MC/DISC/UNIONPAY/AMEX SALES: \$	PCI LEVEL: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
TOTAL MONTHLY VISA/MC/DISC/UNIONPAY/AMEX NUMBER OF TRANSACTIONS:	
CARD PRESENT _____ %	INDUSTRIES (CHECK ALL THAT APPLY): <input type="checkbox"/> HEALTHCARE <input type="checkbox"/> RETAIL <input type="checkbox"/> RESTAURANT <input type="checkbox"/> INTERNET <input type="checkbox"/> OTHER
CARD NOT PRESENT _____ %	FOR INTERNET TRANSACTIONS:
INTERNET _____ %	LIST THE COMPANY WEB SITE: _____
TOTAL = 100%	"CONTACT US" EMAIL ADDRESS: _____

FOR INTERNAL USE ONLY				
<input type="checkbox"/> NEW LOCATION	<input type="checkbox"/> ADD LOCATION	EXISTING MID:	CHAIN NUMBER:	LOCATION: OF
PORTFOLIO CODE:	FI:	AGENT:	BANK:	CHANNEL:
CLIENT GROUP:	ENTITY:	BRANCH #:	BANKER ID:	REFERRAL #:

BANK ACCOUNT (CHECKING ACCOUNTS ONLY – PLEASE ATTACH VOIDED CHECK OR BANK LETTER)		
<input type="checkbox"/> NET SETTLEMENT (NN)	<input type="checkbox"/> GROSS SETTLEMENT (GS)	
DEPOSIT BANK NAME:	ABA/ROUTING #:	DDA ACCOUNT #:
BILLING BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:
BANK CITY:	BANK STATE:	

PAYMENT NAVIGATOR SERVICES	
COMPANY ELECTS THE FOLLOWING PAYMENT NAVIGATOR SERVICES (AS EACH SUCH SERVICE IS FURTHER DESCRIBED IN THE ATTACHED TERMS AND CONDITIONS):	
<input checked="" type="checkbox"/> PAYMENT NAVIGATOR (BY SELECTING THIS SERVICE, COMPANY AGREES TO COMPLY WITH THE ATTACHED TERMS AND CONDITIONS FOR THE PAYMENT NAVIGATOR SERVICES, INCLUDING THE BUSINESS ASSOCIATE AGREEMENT ATTACHED AS ATTACHMENT B TO THE ATTACHED TERMS AND CONDITIONS FOR THE PAYMENT NAVIGATOR SERVICES)	
<input type="checkbox"/> HEALTHCARE ADMINISTRATION SERVICES (BY SELECTING THIS SERVICE, COMPANY AGREES TO COMPLY WITH ATTACHMENT A TO THE ATTACHED TERMS AND CONDITIONS FOR THE PAYMENT NAVIGATOR SERVICES)	
COMPANY MUST SELECT WHICH OF THE FOLLOWING HEALTHCARE ADMINISTRATION SERVICES THAT COMPANY WISHES TO RECEIVE:	
<input type="checkbox"/> ELIGIBILITY – INSURANCE ELIGIBILITY/BENEFIT INQUIRIES FOR PATIENT HEALTH PLAN STATUS, DEDUCTIBLE, CO-PAY INFORMATION	<input type="checkbox"/> PATIENT STATEMENTS – PRODUCTION AND FULFILLMENT OF PATIENT BILLING STATEMENTS
<input type="checkbox"/> PATIENT PAYMENT ESTIMATES – ESTIMATE OF PATIENT RESPONSIBILITY BASED ON PLANNED HEALTHCARE SERVICES	<input type="checkbox"/> ELECTRONIC BILL PRESENTMENT – ONLINE PRESENTMENT OF PATIENT BILLS/STATEMENTS

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)	
<input type="checkbox"/> ALL VISA/MASTERCARD/UNIONPAY/AMEX/DISCOVER CARDS (JCB, DI)	
<input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MASTERCARD CREDIT <input type="checkbox"/> MASTERCARD DEBIT <input type="checkbox"/> DISCOVER (JCB, DI) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMERICAN EXPRESS	

PRICING INFORMATION			
PLATINUM	RATE* ____ %	PER ITEM* \$ ____	
	VISA/MASTERCARD/UNIONPAY/DISCOVER CARDS (JCB, DI)		AMERICAN EXPRESS (PROGRAM TERMS BELOW APPLY)
INTERCHANGE PLUS**	RATE* ____ %	PER ITEM* \$ ____	RATE* ____ % PER ITEM* \$ ____
*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. **ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST.		PIN DEBIT IC PLUS/ASSOC	PER AUTH \$

FEES					
ONE TIME FEE TYPE:		MONTHLY FEE TYPE (PER MD):		PER OCCURRENCE FEE TYPE:	
APPLICATION FEE	\$	SUPPORT FEE	\$	CHARGEBACK FEE	\$
TRAINING	\$	MONTHLY MINIMUM	\$	RETURN ITEM (NSF) FEE	\$
IMPLEMENTATION	\$	PCI SECURITY PROGRAM	\$	RESEARCH (PER HOUR)	\$45
OTHER:	\$	OTHER:	\$	CUSTOM DEVELOPMENT (PER HR/QUOTE)	\$
EARLY TERMINATION FEE	\$	MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE INITIAL TERM			

TERM OF AGREEMENT	
NOTWITHSTANDING ANYTHING IN THE TOS TO THE CONTRARY, THE AGREEMENT IS EFFECTIVE AS OF THE DATE ON WHICH ELAVON EXECUTES THE PAYMENT NAVIGATOR SERVICES COMPANY APPLICATION, AND UNLESS TERMINATED EARLIER IN ACCORDANCE WITH ITS TERMS, WILL REMAIN IN EFFECT FOR _____ YEARS.	

ECS PRODUCT SELECTION AND PRICING		
PROCESSING OPTIONS: <input type="checkbox"/> POP (POS IMAGE) <input type="checkbox"/> ARC (POS IMAGE)	<input type="checkbox"/> XNP <input type="checkbox"/> WEB <input type="checkbox"/> TEL <input type="checkbox"/> PPD	
1. ANNUAL CHECK VOLUME: \$	2. AVERAGE CHECK AMOUNT: \$	3. MAXIMUM CHECK AMOUNT: \$
<input type="checkbox"/> CONVERSION WITH VERIFICATION PER TRANSACTION: \$		<input type="checkbox"/> CONVERSION ONLY PER TRANSACTION: \$
1. WHAT TYPES OF PAYMENTS WILL YOU ACCEPT USING ACH-ECHECK (E.G., PATIENT PAYMENTS, FOUNDATION, INSURANCE PAYMENTS, PAYMENT PLANS)?		
2. WILL YOU OBTAIN AUTHORIZATION FROM YOUR CUSTOMERS PRIOR TO ACCEPTING AN ACH ENTRY IN ACCORDANCE WITH THE ECS MOG (E.G., ORALLY VIA TELEPHONE FOR TEL/IVR, OR IN WRITING FOR PPD)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. WILL YOU VERIFY AND AUTHENTICATE THE IDENTITY OF YOUR CUSTOMERS IN ACCORDANCE WITH THE ECS MOG PRIOR TO INITIATING ACH ENTRIES FOR THOSE CUSTOMERS (E.G., BY OBTAINING A CUSTOMER'S NAME, ADDRESS AND TELEPHONE NUMBER OR USING A DATABASE TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY CUSTOMER)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
4. WILL YOU OFFER ACH-ECHECK TO EXISTING OR NEW CUSTOMERS? <input type="checkbox"/> Existing <input type="checkbox"/> New		
5. WILL YOU MAINTAIN AND DISCLOSE TO YOUR CUSTOMERS PROCEDURES FOR CANCELLING AN AUTHORIZATION? <input type="checkbox"/> Yes <input type="checkbox"/> No		
6. WILL YOU ENSURE THAT INFORMATION REGARDING EACH TRANSACTION AUTHORIZATION ENTERED BY A CUSTOMER AND/OR YOUR SERVICE REPRESENTATIVE IS ACCURATE AND NOT A DUPLICATE TRANSACTION? <input type="checkbox"/> Yes <input type="checkbox"/> No		

POINT OF SALE (EQUIPMENT OR SOFTWARE)				TRAINING INFORMATION	
NETWORK: <input type="checkbox"/> ELAVON <input type="checkbox"/> OTHER				TRAINING REQUIREMENTS:	
QTY	POS DESCRIPTION	ITEM CODE	PURCHASE PRICE PER UNIT	<input type="checkbox"/> ONSITE <input type="checkbox"/> TRAIN THE TRAINER <input type="checkbox"/> WEBEX	
			\$	CONTACT NAME:	
			\$	CONTACT PHONE #:	
			\$	CONTACT EMAIL:	
			\$	ENCRYPTION SERVICES FEES: (PER DEVICE)	
			\$	THE PRICING FOR ENCRYPTED DEVICES QUOTED IN THE POINT OF SALE SECTION INCLUDES THE MONTHLY SECURITY FEE PER ENCRYPTED DEVICE FOR THE INITIAL TERM OF THE AGREEMENT. IN ANY RENEWAL TERM THE MONTHLY SECURITY FEE PER ENCRYPTED DEVICE WILL BE ASSESSED ON AN ANNUAL BASIS IN ADVANCE.	
			\$		
			\$		

POS PRICING IS GOOD FOR 90 DAYS AFTER THE EFFECTIVE DATE. ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED.
 SALES TAX EXEMPT (INCLUDE STATE SALES AND USE TAX EXEMPTION CERTIFICATE)

SUBSTITUTE FORM W-9

SOLE PROPRIETOR
 C CORPORATION
 S CORPORATION
 PARTNERSHIP
 UNINCORPORATED ASSOCIATION
 TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS)
 GOVERNMENT
 TRUST
 ESTATE
 LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C=C CORPORATION, S=S CORPORATION, P=PARTNERSHIP): (IF LLC, PLEASE INDICATE D, C, S OR P)

LEGAL BUSINESS NAME* :

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

LEGAL BUSINESS ADDRESS (NO PO BOX):

CITY: STATE: ZIP CODE: OR TIN (EMPLOYER ID #): TIN (SOCIAL SECURITY #):

3 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, financial condition, and principal partners, owners, or officers 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. Further, by signing below, Company and its representative(s) agree that the Company is subject to the terms and conditions set forth in the Terms of Service ("TOS"), including when leasing equipment, and has had an opportunity to review such terms. **The TOS contains a mandatory and binding arbitration provision that affects the Company's legal rights and should be reviewed prior to signing this document.**

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 and Conditions for the Payment Navigator Services, the TOS 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/MOQ_Eng.pdf, respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center to obtain a copy and review prior to signing this document. Notwithstanding any 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.

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.

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.

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. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the individual and business history and background of Company, each such representative and any other officers, partners, proprietors, and/or owners of Company, and to obtain credit reports or other background investigation reports on each of them 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.

***By signing this document below you are agreeing on behalf of the Company to a mandatory binding arbitration provision set forth in the TOS and expressly incorporated herein. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. In addition, by signing this Company Application, you hereby certify that to the best of your knowledge, the information provided about you, the name and address provided for the above named Company, and the information provided about the beneficial owner(s) and/or the individual with control over the above named Company is complete and accurate.**

SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

4 PERSONAL GUARANTY

As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act. If leasing equipment, Company understands they are personally responsible for making all monthly payments due under the lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating and/or legal action against me to collect both past and future payments owed under the lease.

SIGNATURE: X	PRINTED NAME:	SSN#:	DATE:
SIGNATURE: X	PRINTED NAME:	SSN#:	DATE:

SUBMITTED 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 owner(s) or officer(s), as appropriate.

SALES REP SIGNATURE: X	PRINTED NAME:	REP ID #:	DATE:
REP PHONE #:	REP EMAIL:	SECONDARY REP ID #:	

FOR INTERNAL USE ONLY

ACCEPTED BY ELAVON, INC.:	DATE:	USA-HLTHCR-ELV-1019
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**Terms and Conditions for the
PAYMENT NAVIGATOR SERVICES**

Company elects and agrees to accept the Payment Navigator Services designated above (i.e., Payment Navigator, Healthcare Payment Processing Services, and, if selected, HealthCare Administration Services) in this Payment Navigator Services Company Application (the “**Payment Navigator Services**”).

The Payment Navigator Services are subject to the terms and conditions of the applicable provisions of the Terms of Service (the “**TOS**”, or the “**Agreement**”), the Company Operating Guide (the “**Operating Guide**”) (including as applicable the Business Associate Agreement attached thereto) and this Payment Navigator Services Company Application (including these terms and conditions). Except as expressly modified pursuant to this Payment Navigator Services Company Application, all terms and conditions of the Agreement remain in full force and effect and will govern the relationship among the parties to these Terms.

1. **Ownership.** Company acknowledges and agrees that Payment Navigator, Elavon’s internet websites and any related tools, content, applications and utilities (including all modifications, enhancements and customizations to and compilations and derivative works of any of the foregoing) and all patents, copyrights, trademarks, trade secrets and other intellectual property rights related to or embodied therein, whether created or developed prior to, during, or after the Term (collectively, the “**Intellectual Property**”) will remain the exclusive property of Elavon or its licensors, as applicable. Company acknowledges and agrees that it has no right in or license grant to any source code contained in or related to Payment Navigator pursuant to this Payment Navigator Services Company Application. As between Elavon and Company, Elavon or its licensors, as applicable will retain all rights, title and interest in Payment Navigator, and the Intellectual Property not expressly granted herein. Any information obtained or works created in violation of this Payment Navigator Services Company Application will be both the Intellectual Property and the Confidential Information of Elavon or its licensors, as applicable, and will automatically and irrevocably be deemed to be assigned to and owned by Elavon or its licensors, as applicable.
2. **Fees.** The fees specified in this Payment Navigator Services Company Application will remain in effect for the duration of the Initial Term for Payment Navigator Services; provided however, that Elavon will be entitled to increase the fees as provided in this Payment Navigator Services Company Application at any time upon 90 days’ advance written notice to Company upon the occurrence of any one or more of the following (each a “**Fee Adjustment Event**”):
 - (i) an increase in Company’s aggregate card transaction expense greater than eight (8) basis points during any twelve (12) month period as a result of any one of the following events: (a) fee increases in interchange and assessments; (b) increased or new fees imposed by a third party; or (c) changes in Company’s card type, mix, or processing method; and
 - (ii) increase in Company’s aggregate card transaction expense for Payment Navigator Services greater than twenty (20) basis points during the Initial Term or any successive Renewal Term as a result of any one or combination of the following events: (a) fee increases in interchange and assessments; (b) increased or new fees imposed by a third party; or (c) changes in Company’s card type, mix, or processing method.
3. **Additional Provisions.** The following provisions apply to the Payment Navigator Services in addition (or in lieu of, as applicable) to the provisions of the Agreement. Specific section references used in this Section will be deemed to refer to any successor provisions contained in the Agreement, regardless of numbering or titling.
 - 3.1. **Settlement for Healthcare Payment Processing Services.** Notwithstanding anything in the Operating Guide to the contrary, the election of “net” or “direct” settlement is designated on the Payment Navigator Services Company Application. “Net” settled means that that Chargebacks, returns, adjustments, fees, fines, penalties, assessments from the Payment Networks and other amounts due to Elavon or Member in connection with the Healthcare Payment Processing Services are netted from Transaction proceeds.
 - 3.2. **Section 13 (Indemnification):** Section 13 of the Agreement will be amended by deleting the section and replacing it with the following sections 13.1 Indemnification by Elavon and 13.2 Indemnification by Company.

13.1 Indemnification by Elavon. Elavon will indemnify and defend Company from and against all third party claims for damages arising out of or relating to any claim that Payment Navigator, in the form delivered by Elavon, infringes the patent, copyright or other intellectual property right, or misappropriates the trade secrets, of any third party. If Company believes in good faith that it has a valid claim for indemnification under this section, Company will promptly send written notice to Elavon of Company's demand for indemnification. The notice will specify the basis for the claim and all losses, damages, liabilities and expenses for which Company seeks indemnification. Company will also provide Elavon with a copy of all documentation (e.g., pleadings, correspondence) associated with the third party claim in Company's possession. Company will not settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought under this section without Elavon's express prior written consent.

13.2 Indemnification by Company: Company will indemnify and defend Elavon and its licensors, directors, officers, employees, agents, shareholders, and representatives and any third party service providers from and against all damages arising from: (i) the use of Payment Navigator in violation of this Payment Navigator Services Company Application by Company or any affiliate, partner, employee, agent or contractor of Company, or any other third party that gains access to or uses Payment Navigator through Company (including through the use of any of Company's access credentials); (ii) any claim that Payment Navigator as modified or altered by Company, its partners, employees, agents or contractors, or the use of any data submitted by Company, infringes the patent, copyright or other intellectual property right, or misappropriates the trade secrets, of any third party; and (iii) any inaccurate or incomplete data, or any virus, worms, spyware, back door, Trojan horse or other malicious code transmitted by Company.

3.3. **Section 18.3 (Exclusivity):** Section 18.3 of the Agreement is revised by adding the following to the end of the section: Notwithstanding the foregoing, this exclusivity provision will not apply to any point of sale location of Company that does not interface or interact with the Payment Navigator Services provided under this Payment Navigator Services Company Application. The parties intend that this section only applies to Company's affiliated entities identified on the Affiliated Entities Addendum to the Agreement, as such may be amended from time to time, that interface with the Payment Navigator Services.

3.4. **Termination.** In addition to obligations of the parties related to termination as set forth in the Agreement, the parties agree as follows:

- (a) **Effect of Termination.** Upon Termination of this Payment Navigator Services Company Application, Company's license to access and use Payment Navigator will terminate. Elavon will provide Company reasonable assistance to access and retrieve data from Payment Navigator; provided, that Elavon may charge Company its then-standard fees for any additional work required of Elavon in connection with Company's access and retrieval of such data.
- (b) **Early Termination Fee.** If Company terminates at any time during the Initial Term, Company will pay to Elavon the termination fee specified above in this Payment Navigator Services Company Application. Company agrees that the Early Termination Fee is not a penalty, but rather is reasonable in light of the financial harm caused by Company's early termination. Elavon will use commercially reasonable efforts to debit Company's account in the amount of the Early Termination Fee within 60 days of receipt of Company's written notice of termination.
- (c) **Assistance.** At the request of Company, Elavon will provide Company with up to 90 days of Elavon's standard assistance in transitioning the Payment Navigator Services provided by Elavon to Company or a provider designated by Company, which standard transition assistance will begin on the termination date of the Agreement (or such earlier date following notice of termination as may be requested by Company) (the "**Transition Period**"). Elavon will continue to perform, and Company will continue to pay Elavon, in accordance with this Payment Navigator Services Company Application and any Attachment(s) during any such Transition Period. In addition, Company will pay Elavon, at Elavon's then-standard rates, for any additional services performed by Elavon at Company's request in connection with transitioning the Payment Navigator Services. Notwithstanding the foregoing, Elavon will not be obligated to provide transition assistance to Company if Elavon terminates the Agreement or this Payment Navigator Services Company Application for cause or following the natural expiration or non-renewal by either party of the



Agreement in accordance with its terms. Each party will continue to fully comply with all provisions of the Agreement and this Payment Navigator Services Company Application during any Transition Period.

4. **Definitions.** Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement or the Operating Guide.

Healthcare Administration Services: (as selected by (and available to) Company):

- the eligibility services (insurance eligibility/benefit inquiries for patient health plan status, deductible, co-pay information);
- patient payment estimates (estimate of patient responsibility based on planned healthcare services);
- patient statements (production and fulfillment of patient billing statements);
- electronic bill presentment services (online presentment of patient bills/statements); and
- one bill (simplified, consolidated mailed and online statement).

Healthcare Payment Processing Services: The acceptance and processing of payment through Payment Navigator by cash, check, Electronic Check Service, Credit Card, or Debit Card, acceptance of scheduled payments from checking or savings accounts, Credit Cards, or Debit Cards; posting of payments to patient accounts; receiving patient payments through participating insurance plans; and related customer support.

Payment Navigator: A hosted web based patient payment application that enables transactions at the point-of-care (including a patient payment portal for online payments) streamlines back office collections, and automates posting of patient accounts.



**ATTACHMENT A TO THE PAYMENT NAVIGATOR SERVICES COMPANY APPLICATION
HEALTHCARE ADMINISTRATION SERVICES**

This Attachment A to the Payment Navigator Services Company Application (this “Attachment A”) is entered into as of the Attachment A Effective Date by and between Elavon and Company. This Attachment A contains certain terms and conditions governing the Healthcare Administration Services designated by Company on the Payment Navigator Services Company Application (the “Healthcare Administration Services.”). This Attachment A is supplemental to and forms part of the Payment Navigator Services Company Application, the terms of which are fully applicable hereto.

Term; Termination. The term of this Attachment A will begin on the Attachment A Effective Date and will continue in effect until the termination or expiration of the Payment Navigator Services Company Application or (ii) the termination of this Attachment A to the Payment Navigator Services Company Application in accordance with the Operating Guide.

Pricing and Terms of Payment. Company will pay the fees for Healthcare Administration Services as set forth in the Payment Navigator Services Company Application or in Exhibit A to this Attachment A. Terms of Payment are set forth in the Operating Guide.

Exhibit A to Attachment A to the Payment Navigator Services Company Application, Schedule of Fees

IN WITNESS WHEREOF, the parties hereto have executed this Attachment A.

COMPANY

ELAVON, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

(“Attachment A Effective Date”)

MEMBER

By: _____

Name: _____

Title: _____



EXHIBIT A TO ATTACHMENT A

Schedule of Fees

[Separately Provided.]



**ATTACHMENT B TO THE PAYMENT NAVIGATOR SERVICES COMPANY APPLICATION
BUSINESS ASSOCIATE AGREEMENT**

- 1) **DEFINITIONS.** Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement or the Operating Guide. The following terms used in this BAA have the same meaning as those terms in HIPAA: Breach; Designated Record Set; Disclosure; Health Care Operations; Individual, Minimum Necessary; Notice of Privacy Practices; Required by Law; Secretary; Security Incident; Subcontractor; Unsecured Protected Health information; and Use.
 - a) “**Agreement**” means the Terms of Service between Company and Elavon under which Elavon is providing services that require the execution of a business associate agreement under HIPAA. The term Agreement will not include any arrangements or agreements for services that are exempted from HIPAA’s business associate agreement requirements because they are described in Section 1179 of HIPAA, including without limitation the remainder of the Terms of Service.
 - b) “**Business Associate**” means U.S. Bank National Association and Elavon, Inc.
 - c) “**Covered Entity**” means the Company selecting the Payment Navigator Services, and, if applicable, any and all affiliates listed as Affiliated Entities under the Agreement for which Business Associate is providing services that require the execution of a Business Associate Agreement under HIPAA.
 - d) “**Disclose**” and “**Disclosed**” means, as appropriate, the present or past release, transfer, provision of access to, or divulging of information outside the entity holding such information.
 - e) “**HIPAA**” means the Standards for Privacy and Security of Individually Identifiable Health Information at 45 CFR part 160 and part 164.
 - f) “**Protected Health Information**” has the same meaning as the term “Protected Health Information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity in connection with services that require the execution of a Business Associate Agreement under HIPAA.

- 2) **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**
 - a) Business Associate agrees not to Use or Disclose Protected Health Information other than as permitted or required by the Agreement, this BAA, or required by Law.
 - b) Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of the Protected Health Information other than as provided for by this BAA. With respect to any and all electronic Protected Health Information, Business Associate agrees to comply with Subpart C of 45 CFR part 164 and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Protected Health Information it receives, maintains, or transmits on behalf of Covered Entity.
 - c) Business Associate agrees to report to Covered Entity within 15 days any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 CFR § 164.410, and any Security Incident. For the purposes of this reporting requirement, a Security Incident will not include inconsequential incidents that occur on a daily basis such as scans or “pings” that are not allowed past Business Associate’s or its Subcontractor’s firewall.
 - d) Business Associate agrees to ensure that any Subcontractor to whom it provides Protected Health Information agrees in writing to the same restrictions and conditions with respect to such information that apply through this BAA to Business Associate.
 - e) Upon reasonable notice, Business Associate agrees to make Protected Health Information and books and records relating to the Use or Disclosure of Protected Health Information available to the Secretary in a reasonable time and manner, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
 - f) Business Associate agrees to document Disclosures of Protected Health Information to the extent required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528. Business Associate agrees to provide to Covered Entity, in a reasonable time and manner, information collected in accordance with this paragraph to the extent required to permit Covered Entity to respond to the Individual’s request for an accounting. Business Associate will refer to Covered Entity all requests by Individuals for information about or accounting of Disclosures of Protected Health Information. The parties agree to work together in good faith to resolve any disagreement over the requirements of 45 CFR § 164.528.
 - g) Business Associate agrees to provide access to Covered Entity of Protected Health Information maintained in a Designated Record Set to enable Covered Entity to meet the requirements of 45 CFR § 164.524. Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that Covered Entity agrees to pursuant to 45 CFR § 164.526. If Business Associate receives a request from an



Individual for a copy of his or her Protected Health Information or to amend his or her Protected Health Information, Business Associate will forward each such request to Covered Entity within five business days to enable Covered Entity to respond to the Individual's request.

3) PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a) Except as otherwise provided in this BAA, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity, provided that the Use or Disclosure would not violate HIPAA if undertaken by Covered Entity and is consistent with applicable Minimum Necessary requirements of HIPAA.
- b) Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate, provided that the Disclosures are Required by Law, or that Business Associate obtains reasonable assurances from any person to whom the information is Disclosed that (i) such information will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and (ii) that the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d) Business Associate may Use and Disclose Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) OBLIGATIONS OF COVERED ENTITY.

- a) Covered Entity will notify Business Associate of any changes in Covered Entity's notice of privacy practices that may affect Business Associate's Use or Disclosure of Protected Health Information. Business Associate will have a reasonable period of time to act on such notice.
- b) Covered Entity will provide Business Associate with any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, if such changes affect Business Associate's permitted or required Uses and Disclosures thereof. Business Associate will have a reasonable period of time to act on such notice.
- c) Covered Entity will notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information prior to acceptance of such restriction by Covered Entity in accordance with 45 CFR § 164.522 so that Business Associate can determine whether it is feasible to comply with such restriction. Once agreed to, Business Associate will have a reasonable period of time to act on such notice.
- d) Covered Entity will not Disclose any Protected Health Information to Business Associate unless Covered Entity has obtained any consents and authorizations that may be Required by Law or otherwise necessary for such Disclosure.
- e) Covered Entity will not use the names or any trademark or tradename of Business Associate in any written or oral communication to the public, including any notices provided under HIPAA, without the advance written consent of an authorized representative of Business Associate, which consent will not be unreasonably withheld or delayed.

5) TERM AND TERMINATION.

- a) This BAA will be effective as of the effective date of the Agreement, and will terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b) Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity will provide an opportunity for Business Associate to cure the breach in accordance with the Agreements. Covered Entity may terminate this BAA and the Agreement between Covered Entity and Business Associate which is the subject of any material breach of this BAA by Business Associate if Business Associate does not cure the breach as provided in the Agreement. If Business Associate has breached a material term of this BAA and cure is not possible, Covered Entity may immediately terminate this BAA. This provision will be in addition to and will not limit any rights of termination or obligations set forth in the Agreement.
- c) Except as otherwise provided in this BAA, upon termination of this BAA for any reason, Business Associate will return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Except as otherwise provided in this BAA, Business Associate will retain no copies of the Protected Health Information.
- d) If Business Associate determines that returning or destroying the Protected Health Information is infeasible,



Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible, extend the protections of this BAA to such Protected Health Information, and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such Protected Health Information.

- 6) **CHANGE IN LAW.** The parties acknowledge that amendments to applicable law may necessitate future changes to this BAA. In such event, the parties agree to negotiate in good faith toward a written amendment to comply with applicable law.
- 7) **MISCELLANEOUS.**
 - a) The terms of this BAA are in addition to any agreement that Covered Entity has with U.S. Bank National Association or Elavon, Inc., including the Agreement. The provisions of this BAA will supersede the provisions of the Agreement only to the extent the provisions herein are inconsistent with the Agreement, and in all other respects, the Agreement will remain in full force and effect. Further, this BAA will supersede in its entirety any existing Business Associate Agreement or addendum between the parties with respect to the Agreement.
 - b) Covered Entity represents and warrants that: (i) it is a duly authorized agent of the entities it listed as Affiliated Entities to the Agreement and it is signing for itself and on behalf of those entities in its authorized capacity; (ii) it has taken all action required by all relevant organizational documents to enter into this BAA for itself and on behalf of all its Affiliated Entities; and (iii) each entity listed Affiliated Entity is a covered entity as defined under 45 CFR § 160.103. This BAA will be null and void with respect to any entity listed as an Affiliated Entity that does not meet, or ceases to meet, the definition of a covered entity under HIPAA, or to which Business Associate is not providing services that require a Business Associate Agreement under HIPAA.