

**MEDEPAY SERVICES ADDENDUM**

This MedEpay Services Addendum (the “**Addendum**”) is between Elavon, Member, and the Company defined in the signature block below, is effective as of the “**Amendment Effective Date**” set forth in the signature block below, and amends that certain Master Services Agreement, Payment Device Processing Agreement, or Terms of Services, as applicable, between Elavon and Company, dated 1/18/24 (the “**Agreement**”) to add additional terms and conditions applicable to the MedEpay Services. The “**MedEpay Services**” include the MedEpay Platform and the Healthcare Payment Processing Services, each as defined in this Addendum. Capitalized terms used herein but not defined will have the definitions given to those terms in the Agreement.

a. **Definitions.** The following additional definitions apply with respect to the MedEpay Services:

“**Healthcare Payment Processing Services**” means the acceptance and processing of payment through the MedEpay Platform by cash, check, electronic check, 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.

“**MedEpay Platform**” means a hosted web-based patient payment portal that enables transactions at the point-of-care (including a patient payment portal for online payments and a provider-facing portal), streamlines back office collections, and automates posting of patient accounts.

b. **Business Associate Services.** Company may be a covered entity as defined in 45 C.F.R. § 160.103 of HIPAA. In connection with its performance of services other than certain MedEpay Services under the Agreement, Elavon is processing customer card transactions and engaging in other activities by and for a financial institution, subject to the Section 1179 Exemption. When doing so, Elavon is not functioning as a “business associate” even if Elavon has access to “protected health information” all as defined in 45 C.F.R. § 160.103 of HIPAA. Some specific MedEpay Services, such as customer support, may be considered business associate services. With respect to any business associate services, the business associate agreement agreed upon by the parties will apply. Company agrees that the business associate agreement applies only to those MedEpay Services provided by Elavon that are business associate services, and not any Healthcare Payment Processing Services or other financial services provided by Elavon under the Agreement that are subject to the Section 1179 Exemption.

c. **MedEpay License Grant.** Elavon grants to Company a limited, nonexclusive, nontransferable license (without a right of sublicense) to access and use, as applicable, the MedEpay application, services and documentation exclusively for Company’s internal business use to receive the MedEpay Services. Company acknowledges and agrees that it has no right in or license grant to any source code contained in or related to the MedEpay Platform pursuant to this Addendum.

d. **MedEpay Services Restrictions.** Company will not, and will ensure that its employees, agents, contractors, and vendors do not:

- (1) use the MedEpay Platform in violation of applicable Law, the Security Programs, or Payment Network Regulations;
- (2) modify, decompile, reverse compile, install, copy, sell, reproduce, alter, disassemble, reverse engineer, decrypt, or otherwise seek to recreate the source code or create a derivative work of the MedEpay Platform or the Documentation;
- (3) access or monitor any material or information on the MedEpay Platform using any manual process or robot, spider, scraper, or other automated means;

- (4) transmit any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information;
- (5) access the MedEpay Platform through any technology or means other than through the user account information provided to by Elavon, or through an integration to an approved Service Provider;
- (6) work around, bypass, or circumvent any of the technical limitations of the MedEpay Platform; or use any tool to enable features or functionalities that are otherwise disabled in the MedEpay Platform;
- (7) perform or attempt to perform any actions that would interfere with the proper working of the MedEpay Platform, disrupt or prevent access to or use of the MedEpay Platform by other clients, users, or partners;
- (8) Disclose any passwords or other security or authentication device with respect to the MedEpay Platform to any person other than the person to whom it was issued;
- (9) Directly or indirectly, ship, export or re-export the MedEpay Platform; or
- (10) Act as a gateway through which a third party may gain access to the MedEpay Services.

Company will promptly notify Elavon of any breach of this Section of which Company becomes aware.

- e. **MedEpay Implementation.** Company will, at its own expense, pay for any preparation of its facilities necessary for it to access and use the MedEpay Platform in connection with this Addendum.
- f. **Use of MedEpay by Third Parties.** Company may allow one or more third parties to access and use the MedEpay Platform, but only for Company's benefit and in connection with Company's internal business operations and activities, including access to and use of the MedEpay Platform from backup equipment at a secure off-site backup location and for testing purposes, subject to the restrictions of this Addendum and provided such third parties have agreed to be bound by the licensing terms and restrictions of this Addendum.
- g. **Upgrades.** Elavon will make available to Company any updates, upgrades or modifications to the MedEpay Platform that Elavon generally makes available to its other customers, and each such update, upgrade or modification will be deemed to be part of the MedEpay Platform and will be governed by the terms of this Addendum.
- h. **Termination of MedEpay Services.** Upon Termination of the MedEpay Services, Company's license to access and use MedEpay will terminate.
- i. **Security.** Company will ensure that each information system or other system used by Company or its service providers that contain MedEpay Platform code, or sends or receives information to the MedEpay Platform, are maintained in accordance with no less than commercially reasonable security standards. Access to the MedEpay Platform may be immediately suspended in order to mitigate any detected or suspected threat to the security of the MedEpay Platform originating from Company's or Authorized User's use (and only for so long as the threat exists). Company is responsible for the security and confidentiality of information once the information is in the Company's control and maintaining the security of servers, services, and networks that receive the information or reports.
- j. **Credit Arrangements.** MedEpay is intended to facilitate payments made under agreements between the Company and its patient Customers. The MedEpay Platform does not establish credit terms or evidence any credit agreement, nor provide any disclosures or formatting required under state or federal credit laws



relating to the offering and marketing of consumer credit (including the federal Truth in Lending Act, Regulation Z, and any applicable state laws). Company is solely responsible for setting its own credit terms and complying with all applicable Law. Company acknowledges that Elavon does not participate in any credit decision and has no responsibility or liability to Customers or Company with respect to the offering or marketing of consumer credit.

- k. **Fees.** The Fee Schedule in the Agreement is deleted and replaced with the attached Fee Schedule (and if no schedule is attached, then the Fee Schedule will remain unchanged).

\_\_\_\_\_  
 ("Company")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ELAVON, INC.

By: \_\_\_\_\_

Name: Timothy I. Miller

Title: Senior Vice President  
Global Credit and Risk

Date: 1/18/24  
 ("Addendum Effective Date")

MEMBER

By: \_\_\_\_\_

Name: Timothy I. Miller

Title: Senior Vice President  
Global Credit and Risk

Date: 1/18/24

Fee Schedule attached:  Yes  No



# Platinum Pricing

Credit Card Processing	
Platinum Pricing- All Cards up to \$10M in annual processing volume	2.99%
Visa®, MasterCard®, Discover® Interchange Pass-through Plus	Included
American Express	Included
Safe-T Security and Encryption	Included
GE Centricity Integrated Payment Gateway	
MedEpay	Included
Electronic Check Processing	
Conversion with verification	\$0.39 per e-check/ACH
Service Pricing	
Merchant Activation Fee	Waived
Chargeback Processing	Included
Minimum Monthly	Included
Payments Insider Settlement Reporting	Included
PCI Compliance	
PCI Compliance Fee	Included
PCI Non-Compliance Fee (only applies if Non-Compliant)	Included
*PCI Compliance Program includes access to Sysnet for certification.	

# The Right Hardware for the Job

Our compact, P2PE terminals allow you to easily and securely process payments.

	Link 2500	Lane 3000	Lane 5000	Lane 7000
Encrypted Magnetic Stripe Reader	*	*	*	*
Encrypted Smart Card Reader (Chip)	*	*	*	*
Encrypted Contactless (Apple Pay)	*	*	*	*
Encrypted Manual Card Entry	*	*	*	*
PCI PTS 5.X Certified	*	*	*	*
PCI P2PE Validated	*	*	*	*
USB Connection	*	*	*	*
Bluetooth Connection				
Color Display	2.4"	2.8"	3.5"	5.0"
Touch Screen			*	*
Signature Capture			*	*
Antimicrobial Protection				
Privacy Shield		*	*	*
<b>Equipment Bundle Pricing</b>	<b>\$330</b>	<b>\$338</b>	<b>\$575</b>	<b>\$695</b>

\*Bundles include the power supply, Ethernet Cable 7', Key Injections & Deployment, Encryption License, Simplify POS Software License, and Communication boxes if applicable. The purchase bundles include a 1yr manufacture warranty.



**Link 2500**



**Lane 3000**



**Lane 5000**



**Lane 7000**