

ADDENDUM TO ETS MERCHANT APPLICATION AND AGREEMENT

This Addendum to ETS Merchant Application and Agreement ("Addendum") is made and effective on _____.

The following terms and conditions shall be incorporated into that ETS Merchant Application and Agreement, between Indian River County, ETS Corporation and Merrick Bank, dated _____ (the "Agreement"). If there is any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail.

Section 4.01 – Term, is deleted and replaced with the following: "This Agreement will be effective once Bank and ETS CORPORATION accepts it and, unless otherwise terminated, will continue for three (3) years with one (1) automatic three (3) year renewal, unless Merchant provides written notice of non-renewal given not less than 30 days before the end of the term."

Section 4.02(a) – Without Cause, is deleted and replaced with the following: "Bank or ETS CORPORATION may terminate this Agreement, without cause, upon 30 days advance written notice to Merchant, and Merchant may terminate the Agreement on 60 days' prior written notice to Elavon if sufficient legislative appropriation is not available."

Section 5.03 – Indemnification, shall be amended to conclude with the following sentence. "The obligations of this section shall only be to the extent set forth in section 768.28, Florida Statutes."

Section 5.08 – Security Interest, shall be stricken in its entirety.

Section 5.14 – Choice of Law, Jurisdiction, is deleted and replaced with the following: "This Agreement shall be construed, governed and interpreted according to the laws of the State of Florida. Venue for resolution of any dispute shall be in Indian River County, Florida. Each party shall bear its own attorney fees in any dispute arising under this Agreement."

Section 5.23 – Confidentiality, shall be amended to conclude with the following sentence - "This section is not applicable if disclosure is required per Florida law; provided, that if Merchant is required to disclose Provider Confidential Information per Florida law, then Merchant will, if permitted, provide Provider with prompt prior written notice of such legal requirement so that the Provider may seek a protective order or other appropriate remedy. If Provider does not obtain a protective order or other remedy, Merchant agrees to disclose only that portion of the Provider Confidential Information which it is legally required to disclose and to use reasonable efforts to obtain assurances that confidential treatment will be accorded such Provider Confidential Information."

ETS Corporation:

By _____
Signature

Type/Print Name

Title


BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FL
By: _____
Bob Solari, Chairman
Approved by BCC _____

Attest:
Jeffrey R. Smith, Clerk of Circuit Court and Comptroller

By: _____
Deputy Clerk

Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency



Dylan Reingold, County Attorney