

## EXHIBIT H - Agreement For PayPoint Services

This Exhibit H - Agreement for PayPoint Services ("Exhibit H") is between You and First Data Government Solutions, LP ("Contractor"). The terms of this Exhibit H are incorporated into the MSA and the parties hereto agree to be bound by such terms.

Contractor will provide You with a payment administration solution that will allow You to manage payment and payment transaction data ("*Services*") using an internet based gateway ("*PayPoint Gateway*") described below.

1.1 Gateway; Management Interface. The PayPoint Gateway will enable You to submit Payments (defined below) initiated by your consumers ("*Consumers*") to Contractor using batch files, web based applications, interactive voice response ("*IVR*"), customer representative assisted calls, point-of-sale devices, payment kiosk, Consumer walk-in or Your drop box channels, or U.S. mail. The PayPoint Gateway will also provide You with the Payment management functionality necessary to (i) consolidate payment output files; (ii) review payment reporting; (iii) perform detailed payment research related to status, date tracking, time tracking and successful or negative payment results; (iv) review payment authorization and return processing information; (v) perform payment void and refund processing; (vi) track payment chargeback and settlement activity; (vii) apply notes to specific payments or transactions; (viii) process ad hoc payments; (ix) access and manage multiple individual Consumer accounts; and (x) make configuration changes to the Consumer payment interface (if this option is selected by You).

1.2 Payments Supported. The PayPoint Gateway will support multiple payment types, including credit and debit card (collectively, "*Card*") payments, electronic check ("*eCheck*") payments, business check ("*Business Check*") payments and Automated Clearing House ("*ACH*") payments (collectively, "*Payments*"). The PayPoint Gateway will support Card Payments initiated by Consumers and processed using American Express Card, Discover Card, MasterCard Card, or VISA Card as well as other Cards Payments that Contractor identifies from time-to-time. The PayPoint Gateway will support eCheck and Business Check Payments initiated by Consumers and submitted by You for processing by Contractor using the ACH system. The PayPoint Gateway supports the following ACH Payment entry classes: TEL, WEB, CCD, CCD+ and PPD, as defined by the National Automated Clearing House Association ("*NACHA*") Operating Rules and Guidelines (collectively, the "*Rules*").

1.3 PayPoint Hosting. Contractor will upon Your written request and subject to payment by You in accordance with the terms of this Agreement, host the PayPoint Gateway for You through an application service provider ("*ASP*") model that provides You with a front-end solution capable of (i) integrating multiple websites into the PayPoint Gateway; (ii) authenticating users based on Your defined parameters; (iii) providing a user interface that can be customized pursuant to Your specifications (provided that such specifications can be reasonably accommodated by Contractor and the Contractor System) so users may initiate Payments based on personal preference;

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(iv) supporting point of sale Payment processing using web and interactive voice response channels; and (v) if elected by You, branding the consumer payments site with Your trademark and logo provided by You (collectively "*Your Logo*"), in which case You hereby grant Contractor a limited, royalty-free, non-transferable license to use Your Logo on the consumer payments site during the Term of this Agreement. To the extent the accommodation by Contractor requires development of Contractor System, such accommodation shall be subject to the custom development fees set forth in Exhibit E Attachment I. Alternatively, You may host the front end web site (the "*Your Site*") through which Payment transactions may be initiated, in which case You will integrate Your Site with the PayPoint Gateway API.

1.4 Payment Processing Obligations. You will submit all Payments initiated by Consumers using the PayPoint Gateway and Contractor's computer systems according to documentation provided by Contractor (Contractor's computer systems and documentation are the "*Contractor System*"). You will provide all transaction data, Personal Information (defined below), related information and instructions (collectively "*Payment Data*") necessary for Contractor to perform the Services. Unless another entity is acting as the "*Originator*" (as defined in the NACHA Rules) on Your behalf in connection with ACH Payments, You will be the Originator for any ACH Payments that You submit for processing. Contractor will be a "*Third Party Processor*" (as defined in the NACHA Rules) and will facilitate processing ACH Payments submitted by You by transmitting ACH files among each appropriate Originating Depository Financial Institution ("*ODFI*") and Receiving Depository Financial Institution ("*RDFI*") (both as defined in the NACHA Rules). You assume all responsibilities and liabilities under the NACHA Rules for ACH Payments it submits for processing; and will assume all liability for the amount of any ACH Payment that is rejected for non-sufficient funds. You assume all responsibilities and liabilities under applicable association rules or regulations related to processing Card Payments of your users. YOU WILL BE SOLELY RESPONSIBLE FOR ENSURING THE VALIDITY, ACCURACY AND COMPLETENESS OF ALL PAYMENT DATA. CONTRACTOR WILL RELY UPON AND USE PAYMENT DATA SUBMITTED BY CUSTOMER WITHOUT FURTHER VERIFICATION IN ORDER TO PROVIDE THE SERVICES. Contractor will assume responsibility and liability for its delay or failure to process a Payment and properly transmit corresponding Payment files; provided, Payment Data submitted by You is accurate, complete and timely. Contractor will have no responsibility or liability for any error, omission, delay, failure to meet any processing timelines or accurately perform any of its Services due to Your (or its Consumers) submitting inaccurate, incomplete or untimely Payment Data, or failing to perform its settlement obligations.