

EXHIBIT I - Agreement For Electronic Funding Transfer Services

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

Contractor’s EFT product enables businesses and individuals to pay their Authorized Users’ payment obligations through hosted web sites and IVR systems.

GRANT OF LICENSES

- 1.1 Contractor grants to Authorized Users a limited, non-exclusive, non-transferable, non-sublicenseable license during the term of this Agreement to permit Authorized User’s employees, consultants and customers to access and use the object code format of the Software solely for the purpose of allowing, and only to the extent necessary to allow, Authorized Users to receive the Services. Authorized Users will ensure that any access to and use of the Software by Authorized User’s employees, consultants or customers is in accordance with the Documentation, the terms of this Agreement, and any additional terms found in this Agreement.
- 1.2 Except as specifically provided in this Agreement or except as authorized in writing by the Contractor, Authorized Users will not (and will not permit any employee, consultant or customer of State to):
 - (a) Disclose or distribute any software (in any format) to any third party;
 - (b) Permit any third party to access or use any Software (in any format) through any time-sharing service, service bureau, network, consortium, or other means;
 - (c) Rent, lease, sell, sublicense, assign, or otherwise transfer its rights under the license granted in this Section 3.2 to any third party, whether by operation of law or otherwise;
 - (d) Decompile, disassemble, reverse engineer, or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any Software by any means;
 - (e) Modify or alter any Software in any manner;
 - (f) Create derivative works based on any Software; or
 - (g) Directly or indirectly copy any Software.

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- 1.3 Authorized Users will not remove (or allow to be removed) any proprietary rights notices from any Software and will display the Software name and any other copyright notice, and trademarks, of Contractor and Contractor's licensors, as reasonably requested by Contractor.

Unless otherwise provided in a subscription agreement, Authorized Users grant to Contractor a limited, non-exclusive, non-transferable, non-sublicenseable license during the term of this Agreement to permit Contractor's employees, consultants to access and use Authorized User's name, logo, trademark or service mark solely for the purpose of allowing, and only to the extent necessary to allow, Contractor to provide Services to State under this Agreement. Contractor will ensure that any access to and use of Authorized User's name, logo, trademark or service mark by Contractor's employees, consultants is in accordance with the terms of this Agreement.