

SCHEDULE H

PAYPOINT SERVICES

Any capitalized terms used in this Schedule H and not specifically defined herein are given the meaning ascribed to them in the MSA. In consideration of the mutual promises and covenants hereinafter contained in this PayPoint Addendum, the parties hereby agree as follows:

1. PayPoint Services. As an additional Service, Provider, through one or more of its affiliates or other subcontractors, will provide Customer with a payment administration solution that will allow Customer to manage payment and payment transaction data ("PayPoint Services") using an internet based gateway ("PayPoint Gateway") described herein.

(a) The PayPoint Services will enable Customer to submit Payments (defined below) initiated by their consumers ("Consumers") to Provider using the following payment channels: web based applications, interactive voice response ("IVR"), customer representative assisted calls, point-of-sale devices, payment kiosk or Consumer walk-in. The PayPoint Services will enable Customer to: (i) consolidate payment output files utilizing the PayPoint posting file(s); (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) add certain personalization (Customer specific logo, color theme and/or text) to the Consumer Payment solution (if applicable).

(b) The PayPoint Services will support multiple payment types, including Card payments, electronic check ("eCheck") payments and Automated Clearing House ("ACH") payments (collectively, "Payments"). The PayPoint Services will support Card Payments initiated by Consumers and processed using American Express Card, Discover Card, MasterCard Card, or VISA Card as well as other Card Payments that Provider identifies from time-to-time. The PayPoint Services will support eCheck Payments initiated by Consumers and submitted by Customer for processing by Provider using the ACH system. The PayPoint Services supports the following ACH Payment entry classes: TEL, WEB, CCD and PPD, as defined by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines (collectively, the "Rules"). **To accept eCheck payments using TeleCheck premium services, including Verification, the Customer must have a separate agreement with TeleCheck. To accept debit card or credit card payments, the Customer must have a separate merchant agreement that includes card processing.**

(c) Provider will fully host the PayPoint Services. In addition, if selected by Customer, the PayPoint Solution will provide Customer with a front-end solution ("Consumer Payments") that includes a ready-made website and/or IVR that can be personalized and a toolkit for Customer to manage the web-site personalization, branding the consumer payments site with Customer's trademark and logo provided by Customer. Customer shall integrate to the PayPoint Solution via (i) real time integration of Customer front end website with the PayPoint application programming interface; (ii) xml batch integration; or (iii) the Consumer Payments solution.

(d) Customer will submit Payments initiated by Consumers using the PayPoint Services and Provider's System. Customer will provide all transaction data, personal information, related information and instructions (collectively "Payment Data") necessary for Provider to perform the Services. Customer assumes all responsibilities and liabilities under the NACHA and Card Association Rules for Payments it submits for processing; and will assume all liability for the amount of any eCheck Payments that are returned through the ACH System. Customer shall be fully responsible and liable to Provider for all returned ACH payments. If Customer assesses and collects convenience fees, Customer shall be solely responsible for complying with the card association and NACHA rules related to convenience fees. Provider may deduct or offset returns against amounts to be paid Customer hereunder for transactions or, alternatively Provider may initiate ACH debits to Customer's account for all such returns. Customer assumes all responsibilities and liabilities under applicable association rules or regulations related to processing Card Payments of its users. **CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ENSURING THE VALIDITY, ACCURACY AND COMPLETENESS OF ALL PAYMENT DATA. PROVIDER WILL RELY UPON AND USE PAYMENT DATA SUBMITTED BY MERCHANT WITHOUT FURTHER VERIFICATION IN ORDER TO PROVIDE THE SERVICES.** Customer will be liable for any fees and fines (including fees and fines incurred by Provider) that result from inaccurate, incomplete or untimely Payment Data. Provider 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 Customer is accurate, complete and timely. Provider will have no responsibility or liability for any error, omission, delay, failure to meet any processing timelines or accurately perform any of its PayPoint Services due to Customer (or its Consumers) submitting inaccurate, incomplete or untimely Payment Data, or failing to perform its settlement obligations.

(e) Convenience Fee Support is available through the PayPoint Services where an additional processing fee can be charged along with the primary payment. The PayPoint Services do not process settlement of convenience fees. Rather, the PayPoint Services enable tracking and management of convenience fee data submitted with other payment data received from Customer that assesses and collects convenience fees. Accordingly, if Customer assesses and collects convenience fees through the PayPoint Services, Customer shall be solely responsible for complying with the card association and NACHA rules related to convenience fees.

(f) The PayPoint Services **do not** include the following: (i) processing or management of TeleCheck® agreements for eCheck payments; (ii) processing or management of merchant acquiring agreements for credit and/or debit card payments; (iii) custom development by Provider (if Customer requires custom development, the effort will be separately scoped and quoted); or (iv) providing support directly to Consumers.

2. Payment for PayPoint Services. Customer will pay for all fees as set forth in Schedule C of the MSA.

3. Representations and Warranties. Customer and Provider each represent and warrant: (i) they have corporate authority to execute this PayPoint Addendum; (ii) executing this Schedule H does not constitute a material conflict with, breach or default under any applicable law, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the parties; and (iii) this Schedule H creates valid, legal and binding obligations that are enforceable against the parties. Further, Customer represents and warrants that it owns the Customer Logo.

4. Intellectual Property. This Schedule H does not grant Customer with any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with the PayPoint Gateway, Provider System, applications or business methods required or provided in connection with the PayPoint Services.

5. Provider System. Provider may update or alter the logical, physical or archival structure or organization of the Provider System, including any applications, databases, files, documentation or other information used to provide the PayPoint Services, from time to time in its sole discretion. Provider will conduct regular maintenance on the Provider System during designated time periods ("Scheduled Maintenance Windows") during which it may limit

or suspend the PayPoint Services. Scheduled Maintenance Windows may be modified by Provider from time to time during the Term upon prior written notice to Customer. Provider will make commercially reasonable efforts to notify Customer prior to performing any maintenance that will interrupt the PayPoint Services; provided, however, Provider may perform any emergency or other maintenance necessary to ensure the safety, security or stability of the Provider System at any time without prior notice to Customer. The Provider System will be accessible 99.7% of the time each calendar month, excluding Scheduled Maintenance Windows.

6. Conflict with MSA. This Schedule H shall supplement the provisions of the MSA set forth herein and all of the terms, conditions and provisions of the MSA shall not be modified or amended hereby and shall continue in full force and effect. In the event of any conflict between this Schedule H and the MSA, the terms of the Schedule H shall govern with respect to the PayPoint Services.