

EXHIBIT B

AMENDMENT TO AGREEMENT

This First Amendment to that certain agreement for merchant processing services (this "Amendment") is made and entered into as of _____, 2005 between iPayment, Inc. and _____.

RECITALS

- A. Company and Client have entered into a Merchant Processing Agreement dated as of _____, 2005 (the "MPA"), and desire to amend the MPA as set forth herein.
- B. First Data Resources, Inc. ("FDR"), through its affiliate First Data Merchant Services Corporation ("FDMS"), and Company have acquired the right to resell and sublicense certain wireless data communication services using radio base stations and switching facilities (the "Wireless Services") in order to allow merchants to capture and transmit to FDR certain wireless credit and debit card authorization transactions or to transmit other communications.
- C. The parties acknowledge that BellSouth Wireless Data, L.P. ("BellSouth") has developed and provides the Wireless Services to FDR through a separate agreement with FDMS.
- D. Client desires to purchase the Wireless Services, which are more fully described in Exhibit A.

AGREEMENT

In consideration of the foregoing and the covenants and conditions contained herein, the parties agree as follows:

1. Purchase of Wireless Services. In connection with its use of wireless point-of-sale terminals that have been certified for use with the Wireless Services (the "Equipment"), Client will purchase the Wireless Services described in Exhibit A and obtain sublicenses to use any Software (as defined in Section 2) associated therewith.
 - a. Client Licenses. Client agrees to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission ("FCC") or any other regulatory authority, if any, for the lawful operation of Equipment used by Client in connection with its receipt of Wireless Services. Client will promptly provide Company with all such information as Company may reasonably request with respect to matters relating to the rules and regulations of the FCC.
 - b. Improvements/General Administration. Company reserves the right to make changes, from time to time, in the configuration of the Wireless Services, rules of operation, accessibility periods, Client identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving Client at the particular address. In addition, Company reserves the right to schedule, from time to time, interruptions of service for maintenance activities.
2. Software Licenses. Company hereby grants to Client a non-exclusive, non-transferable limited sublicense to use any Software (as defined in this Section 2) solely in connection with Client's use of the Wireless Services. As used in this Amendment, "Software" means all software used in, for or in connection with the Equipment, the Wireless Services or the access thereto in whatever form, including without limitation source code, object code and microcode, including any computer programs and any documentation relating to or describing the software. Client acknowledges that the only right Client obtains to the Software is the right to use the Software in accordance with the terms of this Amendment.
3. Fees. Client will pay the fees for the Wireless Services as set forth in Exhibit A. If new features or functionality are added to the Wireless Services, Company may increase, change or add to the fees set forth in Exhibit A upon written notice to Client.
4. Costs. Except as set forth herein, each party will be responsible for all costs and expenses incurred by it in connection with the performance of its respective obligations under this Amendment.
5. Limitation on Liability. Client's sole remedies for loss or damage caused by partial or total failure, delay or nonperformance of the Wireless Services, regardless of the form of action (whether in contract, tort (including negligence), strict liability or otherwise) will be Client's direct damages, if any, resulting solely from such failure, delay or nonperformance, and will not exceed the amount paid by Client under this Amendment for the Wireless Services during the period of failure, delay or nonperformance.

Neither Company, FDR, FDMS nor BellSouth makes, and Client receives, no warranty whatsoever, express or implied, including without limitation warranties of merchantability and fitness for a particular purpose, with respect to the Wireless Services. As a material part of the consideration paid by Client for the Wireless Services provided under this Amendment, the parties agree that neither Company, FDR, FDMS nor BellSouth will be liable for, and Client hereby waives its right to claim, any indirect, special, incidental or consequential damages (including lost profits) directly or indirectly relating to or arising from Client's use of or inability to use the Wireless Services (including without limitation any third party's unauthorized access to Client's data transmitted through the Wireless Services), regardless of the form of action and whether such damages were foreseen or unforeseen.

6. Indemnification by Client. Client will indemnify and hold Company, FDR, FDMS, BellSouth and their officers, directors, employees, and affiliates harmless from and against any claim, loss, liability, damage, cost or expense (including attorney fees) arising from or related to: (a) the purchase, delivery, acceptance, rejection, use, or condition of the Wireless Services; (b) Client's breach of any obligation hereunder; or (c) Client's negligent acts or omissions.
7. Indemnification by Company. Company will indemnify and hold Client harmless from and against any claim, loss, liability, damage, cost or expense (including attorney fees) arising from any claim by a third party that the Wireless Services infringe upon the patent, copyright, trademark or other proprietary right of such third party. This indemnification is expressly conditioned upon Client providing Company with prompt notice of any such claim.
8. Termination. This Amendment will terminate:
 - a. Immediately upon the termination of the agreement between FDMS and BellSouth without renewal, provided that Company will notify Client promptly upon Company's notice or knowledge of termination of such agreement, provided further that if BellSouth loses its authority to operate less than all of the Wireless Services or if the suspension of any authority or non renewal of any license relates to less than all of the Wireless Services, then this Amendment will terminate only as to the portion of the Wireless Services affected by such loss of authority, suspension or non renewal; or
 - b. Immediately upon the termination of the MPA; or
 - c. Immediately if either Company, FDR or BellSouth is prevented from providing the Wireless Services by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority (including without limitation the FCC); or
 - d. Upon sixty (60) days' prior written notice by either Company or Client for any reason.
9. Effect of Termination. Upon termination of this Amendment for any reason, Client will immediately pay to Company all fees due and owing to Company hereunder. If this Amendment terminates due to a termination of the agreement between FDMS and BellSouth, then Company may, in its sole discretion, continue to provide the Wireless Services through BellSouth to Client for a period of time to be determined as long as Client continues to make timely payment of fees due under this Amendment.
10. Subcontractors. Company may subcontract all or any part of the services hereunder, but, notwithstanding any such subcontract, Company will remain primarily responsible for performance of the services.
11. Third Party Beneficiaries. FDR, FDMS and BellSouth are third party beneficiaries of this Amendment and may enforce its provisions as if a party hereto.
12. Entire Agreement. This Amendment, together with all exhibits attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. In the event of a conflict between this Amendment and the MPA as it relates to the subject matter hereof, the terms of this Amendment will control. Otherwise, all terms and conditions of the MPA will remain in full force and effect and likewise apply to this Amendment.

The parties have executed this Amendment as of the date set forth at the beginning of this Amendment.

By: iPayment, Inc.

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

XHIBIT A

WIRELESS SERVICES

| Item | Description | Price Per Item |
|-------------------------|--|---|
| Monthly Access Fee | The Wireless Services include certain intra-LATA two-way wireless transmissions of data using radio base stations and switching facilities between the Client's Equipment terminals and FDR's front-end platform(s) for the authorization and capture of certain credit and debit card transactions. | \$20/terminal/month |
| Activation Fee | The activation of the Client's Equipment terminal on the Wireless Services. | \$50/terminal activation, included in terminal price. |
| Authorization & Capture | Dial-up authorization and capture fees are charged on each wireless transaction. | Per MPA/transaction |