EXHIBIT 20

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Colorado Dept. of Corrections Contract with JPay

PRISON
POLICY INITIATIVE

ELECTRONIC LETTER SERVICE AGREEMENT

This JPAY SERVICE AGREEMENT (this "Agreement") is entered into as of the 6th day of February, 2010 (the "Effective Date"), between JPAY INC., 12864 Biscayne Blvd., Ste 243, Miami, FL 33181 ("JPay") and the COLORADO DEPARTMENT OF CORRECTIONS, 2862 S. Circle Drive, Colorado Springs, CO 80906 (the "Client"). JPay and Client are collectively referred to in this Agreement as the "Parties."

WHEREAS, JPay is engaged in the business of providing e-commerce solutions for correctional institutions;

WHEREAS, Client seeks to implement JPay's Electronic Letter Service; and

WHEREAS, The Parties desire to enter into this Agreement pursuant to which JPay will provide Client the Services (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Agreement

A. Administrative Functions

1. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Agreement.

2. Through their designated representatives, the Parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Agreement.

3. Each party shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations under this agreement.

B. Electronic Letter Service

1. Responsibilities of Client

a. Client will provide the necessary software enhancements needed to send inmate population files to JPay, with all content and form as mutually agreed upon.

b. Client will provide the necessary hardware and/or hardware enhancements needed to print and distribute letters to inmates, including computers, printers and paper folders.

c. Client will provide all paper needed to print and distribute letters to inmates.

d. In accordance with administrative regulations, Client will distribute all letters to the inmate by the business day following the day of the letter being viewable on the Client Interface.

2. Responsibilities of JPay

a. JPay shall receive letters via the Internet, from the public, directed to inmates of the Client.

b. JPay shall charge a fee to the sender in accordance with the fee schedule attached hereto as Exhibit A. JPay's sole source of revenue arising from this agreement shall be from the fees it charges the senders, and the Client shall not be required to expend any state funds for the services provided by JPay. JPAY will share 25% of the gross revenue with the client, payable to "DOC/Canteen", and shall pay the client monthly, by the 10th day of each month for the revenue earned during the prior month.

c. Upon a letter's transmission, JPay will make the letter available to Client via an online interface.

d. JPay will store all letters in a database and each letter will be available to Client via the online interface.

e. JPay shall be responsible for responding to and resolving any inquiries and complaints from senders of letters arising out of JPay's failure to timely transmit any letters to Client.

2. Confidentiality

JPay agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. JPay agrees to give Client prompt Notice of any such disclosure.

3. Agreement Term and Termination

This Agreement shall commence on the Effective Date and shall continue for six months, until August 5, 2010. This Agreement may be terminated by either party upon thirty (30) days notice.

4. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) on the delivery date if delivered by electronic mail to the proper address; (ii) upon personal delivery to the Party to be notified with signed verification of receipt; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be sent to the attention of the authorized representatives of such party at the address set forth below:

If to JPay:

JPay Inc.
12864 Biscayne Blvd. Ste 243
Miami, FL 33181
Email: efeldman@jpay.com
Attn: Errol Feldman, General Counsel

If to Client:

Jack Laughlin
Colorado Department of Corrections
P.O. Box 1010
Canon City, CO 81215

5. Provisions of this Agreement

In that any one or more of the provisions contained herein is held invalid or unenforceable in any respect, the Parties shall negotiate in good faith with a view toward substituting thereof a suitable and equitable solution in order to carry out the intent and purpose of such invalid provision; provided, however, that the validity and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the Parties hereto shall be enforceable to the fullest extent permitted by law.

6. Entire Agreement

This Agreement, together with any Addenda attached hereto, represents the entire Agreement of the Parties with respect to the subject matter hereof, and may be modified only in writing signed by duly

authorized representatives of the parties to be bound thereby. This Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure to the benefit of JPay and Client. No third party, including any sender or inmate, shall be entitled to the benefits of this Agreement.

7. Mandatory Venue

Exclusive Venue for any legal action arising from this Contract shall be in the City and County of Denver.

8. Rights in Data

Upon expiration or earlier termination of this agreement or any Services provided hereunder, JPAY shall cooperate fully with the State or such replacement provider and promptly take all steps required to assist in effecting a complete transition, including negotiating in good faith with the replacement provider or the State for the transfer of all electronic letters as well as all "sender" information obtained in the creation of user accounts. All services related to such transition shall be performed at no additional cost to the State.

JPAY shall not use, willingly allow, cause or permit such property to be used for any purpose other than the performance of Contractor's obligations under this contract, without the prior written consent of the State. The rights of the State with respect to such property shall include, but not be limited to, the right to copy, publish, display, transfer or otherwise use such property.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for JPay hereby swear and affirm that they are authorized to act on JPay's behalf and acknowledge that the State is relying on their representations to that effect.**

JPAY	STATE OF COLORADO Department of Corrections
By: Title: *Signature Date: 2/23/10	By: Aristedes W. Zavaras Executive Director Signature Date: 2/26/10

EXHIBIT A

Fee Schedule	
Letter	Fee
5 Letters	$2.50
15 Letters	$7.00
45 Letters	$18.50

AMENDMENT #2 TO ELECTRONIC LETTER SERVICE AGREEMENT

1) PARTIES

This Amendment, by and between JPay, Inc., 12864 Biscayne Blvd., Ste 243, Miami, FL 33181(hereinafter called "Contractor" or "JPay"), and the STATE OF COLORADO, Department of Corrections (hereinafter called the "State" or "CDOC"), 2862 S. Circle Drive, Colorado Springs, CO 80906 are collectively referred to in this Amendment as "Parties".

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into an agreement with an effective date of February 6, 2010 (the "Agreement") for the purpose of implementing electronic letter services at Colorado correctional institutions.

4) CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Amendment and all prior amendments thereto, if any, are modified in the following respect only:

a. Agreement Term and Termination

Delete the first sentence of Section 3 in its entirety and replace with: "This Agreement shall commence on the Effective Date and shall continue until June 30, 2011."

Add second paragraph under Section 3 to read: "Hold over: In the event that the Client desires to continue the services with either JPay or another vendor, and a replacement contract has not been fully executed by the ending term date of this contract, or the Wind Down Period has not fully transpired, this contract may be extended unilaterally by the Client for a period of up to three months upon written notice to JPay under the same terms and conditions of the original agreement. However, this extension terminates when both the replacement contract becomes operationally effective and the Wind Down Period has fully transpired. If the Client exercises this option, the extended contract will be considered to include this option provision."

b. Rights in Data

Delete the first paragraph of Section 8 in its entirety and replace with:

> "Upon expiration or earlier termination of this agreement or any Services provided hereunder, JPay shall cooperate fully with Client or such replacement provider and promptly take all steps required to assist in effecting a complete transition, including negotiating in good faith with the replacement provider or Client for the transfer of all electronic letters as well as all "sender" information obtained in the creation of user accounts.
>
> "Wind Down Period. In the circumstance that Client does not select JPay to be the replacement provider, and upon written notification of this fact from Client, JPay shall have fourteen (14) days to (1) send a personalized notice (e.g. by email) to all user account holders who have ever utilized a JPay account in relation to Client, notifying them that the JPay service will cease on [either: a date certain, or a period lasting at least sixty (60) days, whichever is the longest period consistent with the term of this agreement, including any hold over period], after which time the user can no

longer utilize any remaining account balance for Client purposes, and (2) post a conspicuous notification of this limitation both at user login and during the user account funding process.

"All services related to such transition shall be performed at no additional cost to Client."

7) START DATE

This Amendment shall take effect on the later of its Effective Date or February 5, 2011.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR JPAY Inc.	STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Corrections
By: Errol Feldman Title: General Counsel	By: Tom Clements Title: Executive Director
*Signature	Steve Smith, Director Division of Correctional Industries
Date 2/1/11	Date 2-4-11