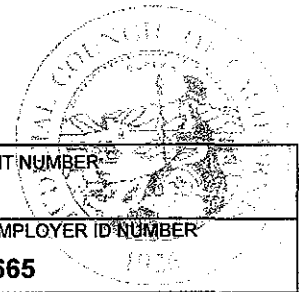


JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
MASTER AGREEMENT AMENDMENT COVERSHEET



AGREEMENT NUMBER
MA-200307

AMENDMENT NUMBER
007

FEDERAL EMPLOYER ID NUMBER
94-1687665

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Agreement referenced above. As set forth in the Agreement, the term "Contractor" or "Bank" refers to **Bank of America, N.A.**, and the term "AOC" or "State" refers to the **Judicial Council of California, Administrative Office of the Courts** and for the benefit of the Superior Courts of California, the California Courts of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center, otherwise known as "Judicial Branch Entities" ("JBEs").

2. Title of the Agreement: **Government Banking Services**
The title listed above is for administrative references only and does not define, limit, or construe the scope or extent of the Agreement.

3. This Amendment becomes effective on **April 20, 2012**.

4. PURSUANT TO THIS AMENDMENT TO MASTER AGREEMENT NO. MA-200307 BETWEEN THE AOC AND THE BANK, THE AGREEMENT FOR GOVERNMENT BANKING SERVICES (TOGETHER THE "MASTER AGREEMENT") IS AMENDED AS FOLLOWS:
 - a. New Exhibits G. Bank of America e-Payables Service Agreement;
 - Schedule G(a). Schedule of Fees and Charges General Product Fees and Charges;
 - Schedule G(b): and Electronic Products Schedule of Fees and Charges; and
 - Schedule G(c), Schedule of Rebates (Cycle and Grace Days);
 - b. G(d) Addendum to Bank of America ePayables Corporate Purchasing Card Agreement; all attached hereto and herewith incorporated into the Terms and Conditions of this Master Agreement.

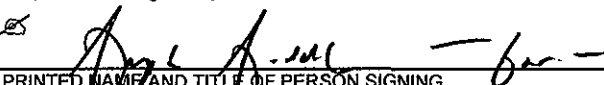
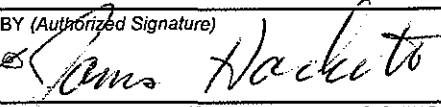
5. **THE LEGISLATURE ENACTED THE CALIFORNIA JUDICIAL BRANCH CONTRACT LAW ON MARCH 24, 2011. TO COMPLY WITH THIS NEW LAW, AND THE JUDICIAL BRANCH CONTRACTING MANUAL ADOPTED PURSUANT TO THE LAW, JUDICIAL BRANCH CONTRACTS MUST CONTAIN CERTAIN CONTRACTUAL PROVISIONS. ACCORDINGLY, THIS MASTER AGREEMENT INCORPORATES THE TERMS AND CONDITIONS AS SET FORTH IN THE ATTACHMENT AT [HTTP://WWW.COURTS.CA.GOV/DOCUMENTS/JBCM-ATTACHIPO-IT.PDF](http://www.courts.ca.gov/documents/jbcm-attachipo-it.pdf) ENTITLED "PURCHASE ORDER-IT GOODS: JUDICIAL BRANCH CONTRACT LAW ATTACHMENT" (ATTACHMENT).**
SECTIONS 9, 44, 50 AND 56 ARE HEREBY DELETED IN THEIR ENTIRTY.
SECTIONS 16(A) AND 40 SHALL BE DELETED AND REPLACED WITH THE FOLLOWING: CONTRACTOR SHALL PERMIT THE AUTHORIZED REPRESENTATIVE OF THE STATE OR ITS DESIGNEE OR BOTH AT ANY REASONABLE TIME TO INSECT OR AUDIT ALL DATA DIRECTLY RELATING TO THE CONTRACTOR'S PROVISION OF SERVICES, PERFORMANCE AND BILLING TO THE STATE UNDER THIS MASTER AGREEMENT AND ITS EXHIBITS AND APPENDICES. THE CONTRACTOR AGREES TO MAINTAIN SUCH DATA FOR NOT LESS THAN 7 YEARS AFTER ANY GIVEN TRANSACTION OR FOR A PERIOD OF THREE (3) YEARS AFTER FINAL PAYMENT UNDER THIS MASTER AGREEMENT.

6. **IN ADDITION TO ALL OTHER TERMS AND CONDITIONS PRINTED ON, OR ATTACHED TO, THIS MASTER AGREEMENT ("TERMS"). IF THERE IS A CONFLICT BETWEEN THE ATTACHMENT AND THE TERMS, THE TERMS SHALL PREVAIL.**

7. **ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.**



IN WITNESS WHEREOF, this Amendment No. 7 has been entered into by the parties hereto, effective upon the Effective Date.

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Bank of America, N.A.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker, Senior Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING James Hackett, SVP
ADDRESS 455 Golden Gate Avenue, 7 th Floor San Francisco, CA 94102	ADDRESS Attn: James Hackett, Senior Vice President, Government West CA3 11715-01 555 Capitol Mall Sacramento, CA 95814

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Exhibit G

Bank of America ePayables Service Agreement [see amendment #2]

This Bank of America ePayables Service Agreement (the "Agreement") is made by and between FIA Card Service, N.A., a Bank of America company, ("Bank of America"), Judicial Council of California, Administrative Office of the Courts ("AOC") for itself (each a "party" and collectively, the "parties"), and for the benefit of the Superior Courts of California, the California Courts of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center, otherwise known as "Judicial Branch Entities" ("JBEs") and shall be effective as of April 20, 2012 ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to the AOC and/or JBEs.

With our ePayables Service ("Service") you are allowed to open Card Accounts for your business purposes. You may begin using the Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use the Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

DEFINITIONS

Billing Statement. The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Service.

Card. At your request and upon our approval, each plastic charge card which we issue for your Card Account using the Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to the Service, including a Cardless Account.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your vendor, supplier or any other person who you designate in writing and who we approve to receive a Card or Cardless Account. If you or a Cardholder makes a Card Account number available to another party, that person will also be considered a Cardholder.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

Participant. A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

Plastic Card Account. Each Master Card or Visa account which we issue to you or a Plastic Cardholder with respect to a Service.

Plastic Cardholder. Your vendor, supplier or any person who you designate in writing and who we approve to receive a Card. If you or a Plastic Cardholder makes a Plastic Card Account number available to a another party, that person will also be considered a Plastic Cardholder.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Service.

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Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you. The parties acknowledge that JBEs are not Subsidiaries.

Transaction. The purchase or reservation of goods or services made or facilitated by use of a Card Account.

Unauthorized Use. Use of a Card Account or Card by a person (i) who is not your Cardholder, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of the Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Service.

OUR OBLIGATIONS

We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

We are responsible only for performing the Service expressly provided for in this Agreement. We may contract with an outside vendor in performing the Service.

YOUR OBLIGATIONS

You shall use each Card Account solely for your business purposes.

You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that all such information about your company is accurate and sufficiently complete to give us accurate knowledge of your financial condition.

You will check to ensure that the information on each new Card Account and if applicable on each Card is correct, and you will contact us immediately if there is an error.

You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

CHARGE LIMITS

For each Service, we will give you one total charge limit for all your Card Accounts. We will also assign an individual charge limit for each Plastic Card Account. Upon your request and if approved by us, we may increase the total charge limit or any individual limit. We may decrease the total charge limit or any individual limit at our discretion. You agree not to incur obligations which would cause the total charge limit for all your Card Accounts to be exceeded. If you do exceed the total charge limit, or if any Plastic Cardholder's individual charge limit is exceeded, we may deem the entire balance owing to be immediately due and payable, and/or we may refuse any Transactions on all Card Accounts or the individual Plastic Card Account until a payment is made to reduce the balance below the total charge limit or the individual charge limit. For your ePayables accounts, the individual account limits will be managed by you to accommodate each vendor payment as requested.

TRANSACTIONS IN OTHER CURRENCIES

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a

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government-mandated rate. We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you. The International Transaction Fee will be shown in the Activity section on your Billing Statement and aggregated in the Other Fees category on the Summary section of your statement.

DISPUTES WITH MERCHANTS AND SUPPLIERS

We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with a Card Account. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your rights against the merchant or supplier and you will assign to us the right to assert a billing error against the merchant or supplier. You will do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card Account for other types of Transactions, or if authorization for a Transaction is not given.

PAYMENT OF CARD ACCOUNTS

We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for the Service. You will pay to us the total amount shown as due on each Billing Statement on or before the due date shown on the statement. If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account.

You will pay us for the Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any supplier for services used in delivering the Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the Software section of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution.

You grant to us a contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries in account #14996-12182, or successor account, which shall remain open for the duration of this Agreement. . In connection with that grant, you authorize us to enter into a master control agreement with our affiliates authorizing, upon the occurrence and continuance of any default, the disposition of any such deposits to satisfy all liabilities incurred in connection with the Service, without your further consent. The grant of this security interest shall survive termination of the Service.

LOST OR STOLEN CARDS; UNAUTHORIZED USE

In the event of a possible loss or theft of a Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the Billing Statement. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining a written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card Account.

LICENSE TO USE YOUR MARKS

Upon your request, and at your expense, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your Company Marks on the Cards or collateral materials, you agree to protect and reimburse us to the extent permitted under law from any claim that the use of any Company Marks infringes the intellectual property right of any third party.

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GOVERNING LAW

The Agreement is governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of California, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account.

TERMINATION

You or we may terminate this Agreement upon 60 calendar days prior written notice to the other party.

Notwithstanding the previous sentence, we may terminate the Agreement effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement; or any other agreement with us or any of our affiliates or subsidiaries.
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, or other similar proceeding;
- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is the death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);
- You merge or consolidate with or into another entity;
- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to timely deliver financial statements, including tax returns, other statements of condition or other information, as we may reasonably request from time to time;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property; or
- You fail to comply with any law or regulation controlling your operation.

Upon any termination, (i) the entire balance outstanding on all Card Accounts with respect to the Service shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards. Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them. In addition, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after termination

SOFTWARE LICENSE

This section applies to all Software we provide to you pursuant to the Agreement unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website and the licenses for any other third-party Software we provide you in connection with the Service).

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License

For each Software application we provide to you for the Service, we grant you a non-exclusive, revocable, non-transferable license for the use of that Software and any Materials related to the Software that we provide to you. Each license is granted solely for use in object code form only in connection with the Service. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software and Materials (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or Materials (or copies). You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software and/or Materials (including copies) to comply with your obligations to protect the Software and Materials.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable, as specified by us from time to time.

At our option, we may assist you with the installation of Software on your computer or computer system or network, as mutually agreed, and/or with the training of persons who will use the Software, but we will not bear any responsibility for (i) such training or (ii) the proper installation or use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation.

If we have provided you with Software to be installed on your computer, you may not install the Software on more than one computer or electronically distribute it to any other computer, without our prior written approval and the payment of any fees that we may assess. You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. If we have provided you with Software to be installed on your network server, you may not electronically distribute, or allow anyone else to electronically distribute, the Software except from the network server on which it is installed to workstations on that network. You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you install the Software on more than one computer (subject to our prior written approval) or electronically distribute the Software to a workstation on that network, as applicable, in each case indicating the location and the date of such installation or distribution.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or Materials (including any permitted copies), (ii) disclose, display or otherwise make available the Software or Materials (including any permitted copies) to third parties, or (iii) copy, or allow anyone else to copy, the Software or Materials, without our prior written approval, except that you may make two copies of the Software for backup and/or archival purposes. In the event that we provide you with our prior written approval to make an additional copy of the Software, you will (i) pay us any fees assessed by us and (ii) provide us notice, in writing or by electronic means approved by us for such purpose, of the location and the date of such copy.

You will provide us with reasonable access to the Software and Materials at your site to provide assistance or to verify the status or location of the Software and Materials. In addition, we may audit your site and have access to the Software and Materials provided to you to confirm compliance with this Software License section. Furthermore, we may audit your site and have access to such Software and Materials if you fail to provide us with any notices or reports, or if we reasonably believe you are using unauthorized copies of the Software and/or Materials, using the Software and/or Materials in an unauthorized manner, and/or otherwise failing to comply with any of the terms and conditions of this Agreement.

You may not alter, repair, modify or adapt any Software or Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You will inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We may make reasonable efforts to fix or provide workarounds for any material errors reported to us and to provide you with support and consultation concerning the Software. Any such efforts, support and consultation will be determined by us, in our sole discretion. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

Your license to the Software and Materials will terminate automatically if you breach a material term of this Software License section or the license or if the Agreement is terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

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Limited Warranty/Disclaimers

You acknowledge that the Software and Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software and Materials are satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, timeliness, operation or performance of the Software and/or Materials or their compatibility with any hardware. You acknowledge and agree that the operation of the Software may not be uninterrupted or error-free and that the Software and Materials are provided on an "AS IS" basis.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 30 days after delivery to you, provided that (i) the Software has been used by you in strict compliance with the terms and conditions of this Agreement and the Materials, (ii) the Software has not been modified in any way by you, and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software which result in the Software not substantially conforming to such documentation. In the event that such warranty is breached, we shall, at our option, (i) use reasonable efforts to correct or work around any such defects, errors or bugs or (ii) accept return of the Software and refund any license fees paid by you for the Software.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Agreement or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the Materials, and all other property, service or rights covered by this Agreement.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the provision of, use of, or inability to use, the Software and/or Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software and/or Materials.

Infringement Indemnity

Except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based on a third party claim that your use of the Software and/or Materials provided by us to you pursuant to this Agreement infringe any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligations under this indemnity are subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms and conditions of this Agreement, (vi) your using the Software and Materials only in the manner for which the Software and Materials were designed, (vii) your not modifying the Software and Materials, and (viii) your not incorporating the Software and Materials with products not approved by us. You acknowledge and agree that our obligations under this indemnity are our only obligations to you with respect to any infringement claim in connection with your use of the Software and/or Materials.

Export Controls

You understand and acknowledge that any obligations that we may have to provide Software, any Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (all of which shall be collectively referred to as "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of the Data.

CHANGES TO THE SERVICE

You may request us at any time to change the processing instructions for the Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

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We may change, add or delete any of the terms, conditions and/or pricing applicable to the Service upon 30 days prior notice to you in writing or by electronic means if required by changes in law, card association rules or other changes generally affecting Bank of America's other card customer. Your continued use of or failure to terminate the Service, after the effective date of the change, will indicate your agreement to the change.

COMMUNICATIONS; NOTICES

Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to the Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss.

CONFIDENTIALITY

We acknowledge that information we obtain from you in connection with the Service we provide to you under the terms of this Agreement may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section of this Agreement.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after the Agreement is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security controls. If the Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with the Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to the Service and your associated accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that,

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as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide the Service.

It is possible that in providing the Service we will transmit information we receive from you in connection with the Service consisting of an individual's bank accounts or other financial data or identifying a living individual ("Personal Data"). We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide the Service. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to the Service provided to you in connection with the management of our or their business.

These obligations continue after the Service is terminated.

LIMITATION OF LIABILITY

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Service.

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to the Service.

We will not be liable for and will be excused from any failure or delay in performing our obligations for the Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.

PROTECTION FROM THIRD PARTIES

You will protect and reimburse us to the extent of the law from any and all liabilities, claims, costs, expenses and damages of any nature (including legal expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning the Service. The obligations contained in the preceding sentence will continue after the Agreement is terminated. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

RESOLUTION OF DISPUTES

Any dispute or controversy concerning your use of the Service will be submitted to mediation conducted in the State of California (except as you and we expressly agree otherwise). Under these procedures, the dispute is submitted to a panel of mediators for determination in place of a trial before a judge or jury. Judgment upon the award made by the mediators may be entered in any court having jurisdiction.

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Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the mediation or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by mediation or trial by a judge.

SEVERABILITY

If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us on and as of each day on which we provide the Service to you that (i) the Agreement constitutes your duly authorized, legal, valid, binding and enforceable obligation; (ii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.; (iii) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account; (iv) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and (v) there is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Agreement.

AGREEMENT

The Agreement constitutes and represents the entire agreement between you and us regarding the Service we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to the Service. The Agreement controls in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement.

The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. You may, with our prior written consent, assign any of your rights or duties described in this Agreement. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

**California Public Sector Group
 SCHEDULE G(a) FEES AND CHARGES**

**Judicial Council of California - Administrative Office of the Courts
 (AOC)**

Program Overview:

The California Public Sector Group (CAPSG) is an association of Bank of America's Purchase Card, Travel Card and ePayables public sector clients. The purpose of the California Public Sector Group is to help state and local government agencies, public schools and municipalities to grow their card programs and earn rebates on their annual Transaction Volume. To help all members maximize their earning potential, the CAPSG program aggregates all members annual spend volume and pay's each member based on their individual contributi

I. GENERAL PRODUCT FEES AND CHARGES

<i>Corporate Billed – LCNAC498</i>	<i>Fee</i>
Annual Card Fee	Waived
Late Fee <i>(An account is assessed a late fee three (3) days after cycle. The fee will be assessed as a % of the past due amount for the current month's charges and any unpaid balances when the account is past due 01-30 days)</i>	2.5% of total due (minimum \$250; maximum \$3500)
Late Fee Assessment	> Assessed 3 days after CYCLE date
Periodic Finance Charge Fee <i>(Finance charges accrue on all balances that are 31-60 days past due)</i>	> Prime Rate + 1%
Over limit Fee <i>(Assessed when aggregate charge limit is exceeded)</i>	> No Fee
Cash Advance Fee	> 2.5% of transaction amt (\$5 min/no max) > N/A for ePayables
Logo Fee <i>(Choose one color from the following six colors: 1) black; 2) white; 3) blue; 4) red; 5) green; 6) burgundy).</i>	> Waived > N/A for ePayables
Unique Custom Design Fee	> As quoted > N/A for ePayables
Return Check Fee	> \$29.00
International Transaction Fee <i>(Fee cannot be waived)</i>	Up to 1% of USD amount

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that

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is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee"). The International Transaction Fee will be shown in the Activity section on your billing statement. The International Transaction Fee will be aggregated in the Other Fees category on the Summary section of your statement.

1. GENERAL PRODUCT FEES AND CHARGES

ePayables – LCNAC495	Fee
Annual Card Fee	Waived
Late Fee <i>(An account is assessed a late fee three (3) days after cycle. The fee will be assessed as a % of the past due amount for the current month's charges and any unpaid balances when the account is past due 01-30 days)</i>	2.5% of total due (minimum \$250; maximum \$3500)
Late Fee Assessment	➤ Assessed 3 days after CYCLE date
Periodic Finance Charge Fee <i>(Finance charges accrue on all balances that are 31-60 days past due)</i>	➤ Prime Rate + 1%
Return Payment Fee (NSF)	➤ \$29.00
International Transaction Fee <i>(Fee cannot be waived)</i>	Up to 1% of USD amount

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee"). The International Transaction Fee will be shown in the Activity section on your billing statement.

The International Transaction Fee will be aggregated in the Other Fees category on the Summary section of your statement.

**II. ELECTRONIC PRODUCTS SCHEDULE G(b) FEES AND CHARGES
SCHEDULE G(b)**

<i>Visa:</i>	
Works	➤ Fee Waived

<i>MasterCard:</i>	
Works	➤ Fee waived

<i>Custom Requests for development outsides of the Works application normal implementation:</i>	
Custom Development	➤ \$150.00 per hour
Custom Maintenance	➤ \$150.00 per hour

END OF SCHEDULES I AND II

III. SCHEDULE G(c) REBATES (Cycle and Grace Days)

REBATE DEFINITIONS:

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

"Calculation Period" means, the twelve (12) month period commencing on the first day of July and ends the last day of June the following year and thereafter, each subsequent twelve (12) month period.

"Credit Losses" means any balances which remain unpaid by Judicial Council of California - Administrative Office of the Courts (AOC), Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

"Cycle Days" means the number of days from the start of the billing period to the Billing Statement date.

"Grace Days" means the number of days after the Billing Statement closing date within which payment is due.

"Large Ticket Interchange Transactions" means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transactions volume, Cycle Days and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table below.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

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REBATE CONDITIONS:

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Judicial Council of California - Administrative Office of the Courts (AOC) and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Neither Judicial Council of California - Administrative Office of the Courts (AOC) nor Participant has breached any obligation, covenant, representation or warranty contained in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and
- iv. The Agreement has not been terminated by either party at the time a rebate, if any, is scheduled to be paid by Bank of America.

REBATE CALCULATION AND PAYMENT:

In the event that all of the above rebate conditions are met with respect to the Calculation Period, we will pay you a rebate. The Rebate Multiplier basis points used to calculate the rebate earned on 12 consecutive months of transaction volume you generate will be based on the aggregate transaction volume of all group members at the end of the Calculation Period. The rebate calculation period for any 12 month period starts on the first day of July and ends the last day of June the following year. The basis points aligned to the total aggregate Transaction Volume will be used to calculate a rebate for each California Public Sector Group member based on their individual program Transaction Volume and Grace Days. The Rebate Multiplier basis points aligned to the aggregate Transaction Volume for Purchase Cards, Travel Cards and/or ePayables Dollar Volume Tier will be used to calculate rebates for individual group members, in accordance with the respective Multiplier Tables for Standard and Large Ticket Interchange Transactions and using the following equation:

(Transaction Volume for Standard Transactions x Rebate Multiplier) + (Transaction Volume for Large Ticket Interchange Transactions x forty basis points (0.40% or 0.004)) – Total Credit Losses

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period. No rebate will be paid to any Participant.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE*

* Rebates for Transaction Volume from individual liability cardholders will be five basis points (0.05%) less than the Standard Transactions Rebate Multiplier for the applicable volume tier during the Calculation Period.

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California Public Sector Group Annual USD Card Volume Tiers Excludes Large Ticket		Cycle days Grace days	7	14	14	30	30	30	30	30
			3	3	7	3	7	14	20	25
		REBATE BASIS POINTS								
\$1,000,000	\$4,999,999		124	120	116	112	108	101	95	90
\$5,000,000	\$9,999,999		128	124	120	116	112	105	99	94
\$10,000,000	\$24,999,999		132	128	124	120	116	109	103	98
\$25,000,000	\$34,999,999		134	130	126	122	118	111	105	100
\$35,000,000	\$49,999,999		139	135	131	127	123	116	110	105
\$50,000,000	\$74,999,999		149	145	141	137	133	126	120	115
\$75,000,000	\$99,999,999		154	150	146	142	138	131	125	120
\$100,000,000	\$124,999,999		159	155	151	147	143	136	130	125
\$125,000,000	\$149,999,999		164	160	156	152	148	141	135	130
\$150,000,000	\$174,999,999		167	163	159	155	151	144	138	133
\$175,000,000	\$199,999,999		170	166	162	158	154	147	141	136
\$200,000,000	+		172	168	164	160	156	149	143	138

Notwithstanding anything to the contrary in the Agreement or this Schedule of Fees and Charges, all fees and charges are subject to change upon 30 days prior written notice to you if an event external to Bank of America increases the cost or decreases the revenue to Bank of America (e.g., decreases to interchange revenue paid to Bank of America by a card association, increases to funding costs due to interest rate changes or deterioration in your financial condition) in connection with providing this card program to you.

END OF SCHEDULE III

**ADDENDUM TO BANK OF AMERICA
CORPORATE EPAYABLES SERVICE AGREEMENT
SCHEDULE G(d)**

THIS ADDENDUM (the Addendum”) is dated **April 20, 2012** by and between Judicial Council of California, Administrative Office of the Courts (AOC) for itself (each “party” and collectively, the “parties”) and for the benefit of the Superior Courts of California Courts of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center, otherwise known as “Judicial Branch Entities” (JBEs”) (“Company”) and FIA Card Services, N.A., a Bank of America company (“Bank of America”) and amends the Bank of America ePayables Service Agreement between the parties dated **April 20, 2012** (the “Agreement”).

On October 20, 2006, Bank of America, N.A. (USA) was merged into FIA Card Services, N.A. All references to Bank of America, N.A. (USA) in the Amended Agreement now refer to FIA Card Services, N.A.

WHEREAS, the parties desire to add to and modify certain terms of the Agreement;

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

Terms capitalized herein and not otherwise defined shall be given the meaning ascribed to them in the Agreement.

2. AMENDMENTS

Schedule III is amended to pay rebates on a quarterly basis.

The following language is deleted:

“Calculation Period” means, the twelve (12) month period commencing on the first day of July and ends the last day of June the following year and thereafter, each subsequent twelve (12) month period.

In the event that all of the above rebate conditions are met with respect to the Calculation Period, we will pay you a rebate. The Rebate Multiplier basis points used to calculate the rebate earned on 12 consecutive months of transaction volume you generate will be based on the aggregate transaction volume of all group members at the end of the Calculation Period. The rebate calculation period for any 12 month period starts on the first day of July and ends the last day of June the following year. The basis points aligned to the total aggregate Transaction Volume will be used to calculate a rebate for each California Public Sector Group member based on their individual program Transaction Volume and Grace Days. The Rebate Multiplier basis points aligned to the aggregate Transaction Volume for Purchase Cards, Travel Cards and/or ePayables Dollar Volume Tier will be used to calculate rebates for individual group members, in accordance with the respective

Multiplier Tables for Standard and Large Ticket Interchange Transactions and using the following equation:

$$\text{(Transaction Volume for Standard Transactions x Rebate Multiplier) + (Transaction Volume for Large Ticket Interchange Transactions x forty basis points (0.40\% or 0.004)) - Total Credit Losses}$$

The following language is inserted:

“Calculation Period” means, the period ending September 30, 2012, and thereafter, each subsequent three (3) month period.

“Agreement Year” means any 12 month period starting on the first day of July and ending the last day of June the following year. The first Agreement Year will be the date of execution of this Agreement through June 30, 2013.

In the event that all of the above rebate conditions are met with respect to the Calculation Period, we will pay you a rebate. The Rebate Multiplier basis points used to calculate the rebate earned on your quarterly Transaction Volume will be determined based on your quarterly Transaction Volume and the corresponding Transaction Volume tier from the CAPSG Standard Transactions Rebate Multiplier Table, and using the following equation:

$$\text{((Quarterly Transaction Volume for Standard Transactions x applicable Calculation Period Rebate Multiplier as determined above) + (Quarterly Transaction Volume for Large Ticket Interchange Transactions x forty basis points (0.40\% or 0.004)) - Total Credit Losses}$$

Within 90 days after the end of each Agreement Year, Bank of America will “true up” and pay the annualized rebate. The agreement year Rebate Multiplier will be based on the aggregate Transaction Volume of all California Public Sector Group (CAPSG) members at the end of the CAPSG’s previous annual Agreement Year. The basis points aligned to the total aggregate Transaction Volume will be used to calculate a rebate for each CAPSG member based on their individual program Transaction Volume and Grace Days. The Rebate Multiplier basis points aligned to the aggregate Transaction Volume for Purchase Cards, Travel Cards and/or ePayables Dollar Volume Tier will be used to calculate rebates for individual group members, in accordance with the Standard Transaction Rebate Multiplier Table, and using the following equation:

$$\text{(((Annual Transaction Volume for Standard Transactions x CAPSG Agreement Year Standard Transaction Rebate Multiplier) + (Annual Transaction Volume for Large Ticket Interchange Transactions x forty basis points (0.40\% or 0.004)) - Rebate paid for Calculation Period Quarters 1, 2 and 3 of the Agreement Year) - Fourth Calculation Period Credit Losses}$$

The initial Agreement Year may be more than or less than 12 months, but in any event, the initial Agreement Year, and subsequent Agreement Years, will coincide with the CAPSG annual Agreement Year that begins on July 1 and ends on June 30 of the subsequent year.

After the end of each Agreement Year, Bank of America will calculate the annualized rebate amount due AOC based upon the formula above. Any adjustment between the rebate amount due for the Agreement Year and rebates previously paid for that period will be made to the last quarterly rebate payment for the agreement year. Bank of America will pay AOC any amount due within 90 days following the end of each Agreement Year.

3. RATIFICATION

All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties hereto.