AMENDMENT NUMBER ONE

to

MASTER AGREEMENT

between

JUDICIAL COUNCIL OF CALIFORNIA, the ADMINISTRATIVE OFFICE OF THE COURTS,

ELECTRONIC DATA SYSTEMS CORPORATION,

and

EDS INFORMATION SERVICES L.L.C.

THIS AMENDMENT NUMBER ONE to the Master Agreement (this "Amendment Number One"), effective as of August 31, 2006 (the "Amendment Number One Effective Date"), is between each of the Judicial Council of California, the Administrative Office of the Courts (the "AOC"), Electronic Data Systems Corporation ("EDS"), and EDS Information Services L.L.C. ("EIS").

RECITALS

WHEREAS, the AOC and EDS entered into that certain Master Agreement dated as of January 9, 2006 (the "Agreement"), and now desire to amend the Agreement in certain respects, with this Amendment Number One.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the AOC and EDS agree as follows:

1. Capitalized terms used in this Amendment Number One, to the extent not otherwise defined in this Amendment Number One, shall have the same meanings as in the Agreement.

2. The first sentence of Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

"In consideration for the performance of the EDS Services, Court will pay EDS the charges set forth in Sections B-1 and B-2 of Attachment B as applicable; however, fees not in the sole control of EDS (e.g., the fees set by Card Organizations) may be changed from time to time upon thirty (30) day's prior notice."

3. Section 10, Termination, subsection B of the Agreement is hereby deleted in its entirety and replaced with the following:

Effect of Expiration or Termination.

(i) Upon expiration or termination of a Participation Agreement, but not this Agreement, EDS will cease to perform the EDS Services and any Additional Services for the applicable Court, and that Court will pay to EDS all sums due to EDS as a result of the services performed prior to such expiration or termination (prorated as appropriate). Expiration or termination of any individual Court Participation Agreement will not effect a termination of this Agreement or any other Participation Agreements.

(ii) Upon i) expiration of this Agreement at a time when no Participation Agreements remain in effect, or ii) termination of this Agreement together with all Participation Agreements by the AOC Group in accordance with this Section 10, EDS will cease to perform the EDS Services and any Additional Services for the AOC Group, and each applicable Court will pay to EDS all amounts due to EDS as a result of the services performed prior to such expiration or termination (prorated as appropriate).

(iii) Upon expiration of this Agreement while one or more Participation Agreements remain in effect, the terms and conditions of this Agreement will survive and will govern the activities and performance under such Participation Agreements. The date of completion of the EDS Services and any Additional Services will be deemed the "expiration date" or "effective date of termination". Thereafter, EDS will cease to perform the EDS Services and any Additional Services for the AOC Group, and each applicable Court will pay to EDS all amounts due to EDS as a result of the services performed prior to such expiration or termination (prorated as appropriate).

Expiration or termination of this Agreement for any reason will not release EDS or the AOC Group from any liabilities or obligations set forth in this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Attachment B of the Agreement is hereby deleted in its entirety and replaced with a new Attachment B attached hereto.

5. Attachment C of the Agreement is hereby deleted in its entirety and replaced with a new Attachment C attached hereto.

6. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding anything to the contrary set forth in the Agreement, in the event of a conflict with respect to the provisions of the Agreement and this Amendment Number One, the terms of this Amendment Number One shall control.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the AOC and EDS have caused this document to be executed by their respective duly authorized officers.

ELECTRONIC DATA SYSTEMS CORPORATION

By: _____

Title: VP, Strategic Segments

Print Name: David Vice

Address: 5400 Legacy Dr.
Plano, TX 75024

JUDICIAL COUNCIL OF CALIFORNIA,
Administrative Office of the Courts

By: _____

Title: Business Services Manager

Print Name: Grant Walker

Address: 455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

EDS INFORMATION SERVICES L.L.C.

By: _____

Title: VP, Strategic Segments

Print Name: David Vice

Address: 5400 Legacy Dr.
Plano, TX 75024

Attachment B

(REVISED August 31, 2006)

PAYMENT

B-1. FEE SCHEDULE

For use of the EDS Services under this Agreement, for each event the Cardholder makes a payment to the Court via the IVRS or through the EDS Internet site, either an ACH/EFT Transaction Fee or a Convenience Fee will be assessed accordingly.

- ***ACH/EFT Transaction Fee.*** An ACH/EFT Transaction Fee will be assessed to the Cardholder upon each payment made to the Court by means of an automated debit from the Cardholder's checking or savings account. The ACH/EFT Transaction Fee will be listed to such account as a separate line item from the bill payment amount. The ACH/EFT Transaction fee will be $1.95 regardless of the bill payment amount.
- ***Convenience Fee.*** In general, when the Cardholder's payment made to the Court is by means of a valid Credit/Debit Card transaction, a Convenience Fee will be assessed to the Cardholder, the Court, or both, depending upon the Convenience Fee payment option chosen by the Court as set forth in Section B-3 of Attachment C.

(A) **Convenience Fee Calculations:** When a payment is made to the Court, regardless of the Convenience Fee payment option chosen by the Court, the Convenience Fee will be equal to two and one-half percent (2.5%) of the Average Payment Amount. The Average Payment Amount will be determined, to the best of the Court's ability, for each major type of fine or fee classification (e.g., Parking, Moving Violation, DUI etc.) for the average of the total Payment Requests received by the Court for a period of ninety (90) days, or as described hereafter. Each of these major classifications will have different Average Payment Amounts and Convenience Fees. The Convenience Fee is subject to change effective for Cardholder Payment Requests submitted on or after the effective date of the "Convenience Fee Adjustment" (described hereafter), upon at least thirty (30) days prior written notice by EDS to Court.

a) To the best of its ability, the Court will provide to EDS, during implementation, the Average Payment Amount it received during the preceding twelve (12) months prior to implementation (the "Historic Average Payment Amount") for each major type of fine or fee classification (e.g., Parking, Moving Violation, DUI etc.). Each of these major classifications will have different Average Payment Amounts and Convenience Fees. The Convenience Fee, for the first six (6) months from the Operational Date of the Participation Agreement (the "Initial Period"), will be based on the Court's Historic Average Payment Amount.

Example: If twelve months prior to the EDS implementation period, one thousand (1,000) payments were collected by the Court and the Court's Historic Average Payment Amount was $215.00, then the Convenience Fee charged by EDS during the Initial Period will be $5.38.

b) If, after the Initial Period, the Average Payment Amount differs from the Historic Average Payment Amount by more than ten percent (10%), then EDS may adjust the Convenience Fee to be equal to two and one-half percent (2.5%) of the current Average Payment Amount.

Example: If the Historic Average Payment Amount was $215.00 and the Initial Period Average Payment Amount is $247.25, then EDS may adjust the Convenience Fee to $6.18, effective following thirty (30) days written notice to the Court, along with the supporting payment data that determined the Convenience Fee Adjustment.

c) If, after each three (3) months thereafter, the Average Payment Amount differs from the prior Average Payment Amount by more than twelve and one-half percent (12.5%), then EDS may adjust the Convenience Fee to be equal to two and one-half percent (2.5%) of the current Average Payment Amount.

Example: If at the end of month nine (9) after the Operational Date of the Participation Agreement, the Initial Period Average Payment Amount was $247.25 and the current Average Payment Amount is $279.39, then EDS may adjust the Convenience Fee to $6.98, effective following thirty (30) days written notice to the Court, along with supporting payment data that determined the Convenience Fee Adjustment.

The thirty (30) days written notice of any revised Convenience Fee must include a schedule detailing the calculation of the Payment Request average for the applicable prior period.

(B) **Convenience Fee Payment Options:** Effective as of the Amendment Number One Effective Date, three (3) Convenience Fee payment options will be available to the Court as the Courts choice, indicated in Attachment C, Section B.3., as follows:

(1) **Cardholder Payment Option.** Subject to the Convenience Fee calculations as defined herein this Attachment B above, upon each event the Cardholder makes a payment to the Court, Cardholder will be assessed the applicable Convenience Fee. Such Convenience Fee will be assessed to the Cardholder's Credit/Debit Card account as a line item on their Credit/Debit Card statement separate from the bill payment amount.

Example: If the Court's Historic Average Payment Amount is $215.00, then the Cardholder will be charged a Convenience Fee of $5.38.

(2) **Percentage Payment Option.** Subject to the Convenience Fee calculations as defined herein this Attachment B above, upon each event the Cardholder makes a payment to the Court, Cardholder will be charged a percentage of the Convenience Fee (the "Cardholder Percentage"), set forth in Section B-3 of Attachment C, and a fee will be assessed to the Cardholder's Credit/Debit Card account as a line item on their Credit/Debit Card statement separate from the bill payment amount (the "Cardholder Percentage Fee"). The Cardholder Percentage may be changed by the Court at any time upon thirty (30) days prior written notice to EDS.

The remaining portion of each Convenience Fee (the "Court Percentage Fee") will appear monthly on the EDS invoice submitted to the Court (the "Court Percentage Fee Total"). The Court agrees to pay such amount pursuant to the payment terms set forth in the Agreement. The Court Percentage Fee Total will be calculated as follows: the total number of Cardholder Percentage Fee transactions at the end of each calendar month, processed without errors for each event, will be subtracted from the Convenience Fee total tallied at the end of each such month.

Example: If the Court's Historic Average Payment Amount is $215.00, then the applicable Convenience Fee charge would be $5.38. Additionally, if the designated Cardholder Percentage is thirty-percent (30%), then:

If one (1) $5.38 Payment Request transaction is made to the Court, the Cardholder would pay $1.61 and the Court would pay $3.77; and

If four (4) Payment Request transactions are made to the Court at $5.38 each, then:

Four (4) X $5.38	=	$21.52 (Convenience Fee total)
Cardholder Percentage (30%):	=	$1.61 (Cardholder Percentage Fee charged to each Cardholder)
Cardholder Percentage Fee X 4	=	$6.44 (Cardholder Percentage Fee total)
Convenience Fee total - $6.44	=	$15.06 (Court Percentage Fee Total)

(3) **Court Payment Option.** The following table sets forth the transaction fees payable to EDS by the Court with respect to the EDS services listed therein. All associated dues, assessments, interchange fees, and any other expenses due the Cardholder's Card Company and/or bank are the responsibility of the Court and will be paid directly to the Card Company and/or bank by the Court. The Cardholder will not be assessed a Convenience Fee using this Court payment option.

Monthly Transaction Volume	Price Per Transaction
1 - 25,000	$0.90
25,001 - 75,000	$0.80
75,001 - 125,000	$0.70
125,001 - 150,000	$0.60
150,001 - 200,000	$0.50
200,001 and above	$0.40
EDS toll-free number (IVRS)	$0.50

Example: If the Cardholder's payment to the Court is $250.00, and the payment was made:

Via the EDS Internet Site and the payment was debited from the Cardholder's checking or savings account, then the Court would pay EDS a per transaction fee of $0.90;

Via the EDS Internet Site and the payment was debited by means of a valid Credit/Debit Card transaction,

then the Court would pay EDS a per transaction fee of $0.90;

Via the IVRS and the payment was debited from the Cardholder's checking or savings account,

then the Court would pay EDS a per transaction fee of $0.90 and $0.50 for the toll-free call;

Via the IVRS and the payment was debited by means of a valid Credit/Debit Card transaction,

then the Court would pay EDS a per transaction fee of $0.90 and $0.50 for the toll-free call.

B-2. COURT CHARGES.

The following table sets forth fees payable to EDS by Court with respect to the EDS Services listed herein, as well as for Additional Services agreed upon by the parties from time to time.

EDS Fee Schedule

Service Description	Fee Schedule
IVRU Voice Recording Fee *	$500 / per occurrence for English
IVRU Voice Recording Fee *	$750 / per occurrence for Spanish
Technical and Business Development Man-Rates **	$153 / hour + actual travel and living expenses

Changes to the IVRS script to reflect modifications to the Convenience Fee will be implemented without charge to Court hereunder.

EDS charges hereunder will be increased annually on the anniversary date of the Effective Date of this Agreement by the percentage increase (since the Effective Date or previous anniversary date, applicable) in the Employment Cost Index (not seasonally adjusted) for Total Compensation, Private Industry Workers, White-Collar occupations excluding sales, June 1989 = 100 (the "ECI"). The ECI is published by the Bureau of Labor Statistics for the U.S Department of Labor.

* Implementation includes the initial IVRS Voice Recording. Once Court signs off on the IVRS script, any future custom script modifications may be billed according to the EDS Fee Schedule.

** Implementation includes the technical support needed to establish standard EDS*PAY services. Should Court require customization of the IVRS script, reports or Remittance Data File formats, then the corresponding Technical and Business Development Man-Rates will apply.

Periodically, there may be increases or decreases to EDS' costs in Credit/Debit Card interchange fees. EDS and the AOC Group agree that these increases and/or decreases may be passed on to the Court as this occurs.

B-3. TAXES.

The parties will work together in the minimization of taxes. As of the Effective Date of this Agreement, the parties do not believe that the EDS Services pursuant to this Agreement are subject to California sales and use taxes. However, if applicable or becomes applicable, taxes will be added to the charges under this Agreement, or separately billed, and Court or Cardholder, as appropriate, will either pay to EDS, or reimburse EDS for the payment of, amounts equal to any taxes, assessments, duties, permits, fees and other charges of any kind, however designated, assessed, charged or levied, based on, with respect to or measured by (a) such charges, (b) this Agreement or (c) the EDS Services, software, equipment, materials or other property (tangible or intangible), or the use thereof or the resources used therefor, that are provided under this Agreement. Charges payable under this Section B-3 include state and local sales taxes, use taxes, property taxes, privilege taxes, excise taxes (including federal excise taxes), value added taxes and any taxes or amounts in lieu thereof paid or payable by EDS in respect of the foregoing, exclusive however, of taxes based on the net income of EDS.

Attachment C

(REVISED August 31, 2006)

PARTICIPATION AGREEMENT

This Participation Agreement is entered into between each of Electronic Data Systems Corporation, a Delaware corporation ("EDS"), EDS Information Services L.L.C., a Delaware limited liability company ("EIS"), and the Superior Court of California, County of _____, California ("Court"). The obligations of EDS set forth in this Participation Agreement will be performed by EDS, itself and through its subsidiaries, including EIS. All references to EDS in this Participation Agreement will be deemed to include all such subsidiaries. EDS and the Administrative Office of the Courts for the Superior Courts of California ("AOC") have entered into a Master Agreement, effective January 9, 2006 ("Master Agreement") with EDS. The AOC negotiated the terms of such agreement, including pricing, for the benefit of the individual Courts in the State of California. EDS and the AOC agree that EDS will extend the terms, including the pricing, to individual Courts and by signing this Participation Agreement a Court agrees to and accepts the terms of the Master Agreement. All words and phrases not otherwise defined herein will have the meanings ascribed to them in the Master Agreement.

A. PARTICIPATION TERMS AND CONDITIONS

1. By signing this Participation Agreement, Court and EDS agree to be bound by the terms and conditions of this Participation Agreement and the Master Agreement.

2. If the Court was a party to a prior agreement with EDS for similar services, such prior agreement is hereby terminated and superseded by this Participation Agreement and all subsequent services will be governed by this Participation Agreement.

3. To the extent that the provisions of this Participation Agreement and the Master Agreement are inconsistent, to the extent possible, such provisions will be interpreted to make them consistent, and if that is not possible, the provisions of the Participation Agreement will prevail.

B. INDIVIDUAL COURTS

1. The Court understands and agrees that the terms and conditions of the Master Agreement include individual Court obligations. Likewise, Court will not be held responsible for acts or omissions of any other court that may also sign a Participation Agreement. For example, should another court have a situation which puts it in breach of its Participation Agreement, the Court will not be penalized or subject to termination on that basis.

2. The fees provided for in the Agreement and as noted in its Attachment B, apply to Court based on the Court's obligations.

3. Pursuant to Section B-1, Fee Schedule, subsection (B) of Attachment B, the Convenience Fee payment option chosen by the Court is as follows:

Place a check ("✓") in the appropriate box to indicate the Convenience Fee payment option chosen. Fill-in the Cardholder Percentage if the Percentage Payment option is selected:

☐ **1 – (Cardholder Payment)**

☐ **2 – (Percentage Payment)**

Cardholder Percentage [%]

☐ **3 – (Court Payment)**

C. EFFECTIVE DATE AND TERMINATION

1. This Participation Agreement will become effective on the date it is signed by both parties.

2. This Participation Agreement remains in full force and effect until the parties hereto terminate it as provided in the Master Agreement or until the Master Agreement between the AOC and EDS is terminated.

D. NOTICES

1. Any notice required or permitted to be given under the Master Agreement will be given as provided in that Agreement to the following Court contact at the following address:

2. The Court understands and agrees that EDS may share with the AOC any and all information as to Court's actions or failure to act with respect to the Services.

ACKNOWLEDGED AND AGREED:

ELECTRONIC DATA SYSTEMS CORPORATION

By: _____

Printed Name: _____

Title: _____

Date: _____

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF _____

By: _____

Printed Name: _____

Title: _____

Date: _____

EDS INFORMATION SERVICES L.L.C.

By: _____

Print Name: _____

Title: _____

Date: _____