

AMENDMENT NUMBER TWO

to the

MASTER AGREEMENT

Between

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

And

HEWLETT PACKARD ENTERPRISE SERVICES L.L.C.

THIS AMENDMENT NUMBER TWO to the Master Agreement (this "Amendment Number Two"), effective as of July 1, 2010 (the "Amendment Number Two Effective Date"), is between each of the Judicial Council of California, the Administrative Office of the Courts (the "AOC"), Hewlett Packard Enterprise Services L.L.C ("HPES").

RECITALS

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

WHEREAS, On August 26, 2008, the Hewlett-Packard group of companies ("HP") completed its acquisition of the EDS group of companies worldwide, including the acquisition of Electronic Data Systems Corporation; and

WHEREAS Electronic Data Systems Corporation "EDS" subsequently converted into a limited liability company known as Electronic Data Systems LLC; and

WHEREAS, on December 28, 2009, HP filed a Certificate of Amendment with the Secretary of State, of the State of Delaware, whereby the name of Electronic Data Systems LLC, was changed to **HP Enterprise Services, LLC**, said change of name to be effective January 1, 2010, and a copy of which such Certificate of Amendment is attached hereto as Appendix 1;

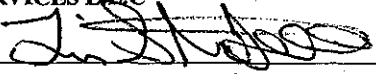
NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the AOC and HPES agree as follows:

1. Capitalized terms used in this Amendment Number Two, to the extent not otherwise defined in this Amendment Number Two, shall have the same meanings as in the Agreement.
2. The name of EDS under the Agreement shall be changed throughout from Electronic Data Systems, LLC to HP Enterprise Services, LLC ("HPES").
3. Section 1 Term of the Agreement is hereby deleted in its entirety and replaced with the following:
The term of this Agreement shall be for ten (10) years, which is an extension of the existing contract by three years commencing on the Effective Date of the Agreement, unless earlier terminated as provided in the Agreement, provided however, that the term shall renew itself automatically for additional one (1) year terms unless either party provides prior written notice of nonrenewal at least sixty (60) days before expiration of the then-current terms. The Effective Date of the agreement is January 9, 2006.
4. Attachment B of the Agreement is hereby deleted in its entirety and replaced with a new Attachment B attached hereto. The AOC has requested an additional option of providing Point of Sale ability therefore a new Section B.4 has been added. It has also been modified to reflect the name change to HPES.
5. Attachment C of the Agreement is hereby deleted in its entirety and replaced with a new Attachment C attached hereto. This Attachment C has been modified to reflect the name change to HPES.
6. Except as specifically amended herein, all terms and conditions of the Agreement as previously modified shall remain in full force and effect. Notwithstanding anything to the contrary set for in the Agreement, in the event of a conflict with respect to the provisions of the Agreement and this Amendment Number Two, the terms of this Amendment Number Two shall control.

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IN WITNESS WHEREOF, the AOC and HPES have caused this Amendment Number Two to the Master Agreement to be executed by their respective duly authorized officers.

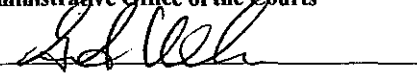
HEWLETT PACKARD ENTERPRISE
SERVICES LLC

By: 

Title: DIRECTOR

Print Name: TIM STOCKALL

JUDICIAL COUNCIL OF CALIFORNIA,
Administrative Office of the Courts

By: 

Title: Sr Manager - Business Services

Print Name: Grant Walker

Attachment B

(REVISED July 1, 2010)

PAYMENT

B-1. FEE SCHEDULE

For use of the HPES Services under this Agreement, for each event the Cardholder makes a payment to the Court via the IVRS or through the HPES 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 HPES to Court.

- a) To the best of its ability, the Court will provide to HPES, 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 HPES 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 HPES 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 HPES 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 HPES 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 HPES 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 HPES 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 HPES.

The remaining portion of each Convenience Fee (the "Court Percentage Fee") will appear monthly on the HPES 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 HPES by the Court with respect to the HPES 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. The reduced "Price Per Transaction" is realized when all of the courts under the Master Service Agreement reach the volumes listed under "Monthly Transaction Volumes," and not when an single court reaches this volume.

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
HPES 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 HPES Internet Site and the payment was debited from the Cardholder's checking or savings account,

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

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

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

4. Point of Sale. The over the counter pricing for credit card transactions will be \$0.40 cents per transaction. The court can also acquire the optional equipment listed below to be able to provide point of sale transactions. Because this is the only certified equipment, any other equipment used, is the Court's responsibility to insure it is able to work with the HP Virtual Terminal. There will be a cardholder paid option available for Point of Sale and will be priced according to Section B-1 of the Master Service Agreement.

Equipment:

- Wedge Reader for swiping the credit cards \$79.00 each. The wedge readers will be plugged into a USB Port.
- Receipt printers \$269.00 each or an option is to connect to a system printer at the court. A receipt printer or system printer must be available to the Wedge Reader.

HP reserves the right to increase the price for the Wedge Reader and/or Receipt printer when such prices are increased by suppliers of the equipment. HP will give the Court thirty (30) days prior written notice before increasing the prices.

B-2. COURT CHARGES.

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

HPES 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.

HPES 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 HPES Fee Schedule.

** Implementation includes the technical support needed to establish standard HPES*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 HPES' costs in Credit/Debit Card interchange fees. HPES 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 HPES 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 HPES, or reimburse HPES 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 HPES 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 HPES in respect of the foregoing, exclusive however, of taxes based on the net income of HPES.

Attachment C

(REVISED June 1, 2010)

PARTICIPATION AGREEMENT

This Participation Agreement is entered into between Hewlett Packard Enterprise Services L.L.C, a Delaware corporation ("HPES"), and the Superior Court of California, County of _____, California ("Court"). The obligations of HPES set forth in this Participation Agreement will be performed by HPES, itself and through its subsidiaries. All references to HPES in this Participation Agreement will be deemed to include all such subsidiaries. HPES 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") as amended with HPES. The AOC negotiated the terms of such agreement, including pricing, for the benefit of the individual Courts in the State of California. HPES and the AOC agree that HPES 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 HPES 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 HPES 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)
- 4 -- (In-Person (Point of Sale))
- (Cardholder Payment) (applicable to only those courts that do not accept Visa credit cards)
- Percentage Payment Cardholder Percentage [%] (applicable to those courts that do not accept Visa)
- (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 HPES 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 HPES 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:

HEWLETT PACKARD ENTERPRISE SERVICES L.L.C

By: Tim Stackall

Title: DIRECTOR

Print Name: TIM STACKALL

SUPERIOR COURT OF CALIFORNIA,

COUNTY OF _____

By: _____

Title: _____

Print Name: _____

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ELECTRONIC DATA SYSTEMS, LLC", CHANGING ITS NAME FROM "ELECTRONIC DATA SYSTEMS, LLC" TO "HP ENTERPRISE SERVICES, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2009, AT 4:32 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2010.



2387022 8100

091141233

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7735701

DATE: 01-04-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:35 PM 12/28/2009
FILED 04:32 PM 12/28/2009
SRV 091141233 - 2387022 FILE

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
ELECTRONIC DATA SYSTEMS, LLC**

Electronic Data Systems, LLC, a Delaware limited liability company (hereinafter called the "Limited Liability Company"), does hereby certify as follows:

FIRST: The Certificate of Formation of the Limited Liability Company is hereby amended as follows:

1. The name of the Limited Liability Company is HP Enterprise Services, LLC.

SECOND: The foregoing amendment was duly adopted in accordance with Section 18-202 of the Delaware Limited Liability Company Act.

THIRD: The effective date will be January 1, 2010.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on December 28, 2009.

ELECTRONIC DATA SYSTEMS, LLC

By: /s/ Lester D. Ezrati
Lester D. Ezrati, Manager