Hewlett Packard
Enterprise

Hewlett-Packard Enterprise
3000 Hanover St.
Palo Alto
California 94304-1112
United States
hpe.com

November 12, 2015

Judicial Council of California,
Administrative Office of the Courts (AOC)
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

Attn: Greg Keil, Assistant Treasurer

Re: Assignment of EDS Master Agreement, dated January 9, 2006, as amended August 31, 2006 and July 1, 2010 ~~together with the Participation Agreement dated August 31, 2006, as amended December 1, 2008, September 28, 2010 and April 14, 2011~~ by and between the Judicial Council of California, Administrative Office of the Courts ~~and the Superior Court of California, County of Orange, California~~ and Electronic Data Systems Corporation and EDS Information Services, LLC.

Reference is made to that EDS Master Agreement, dated January 9, 2006, as amended August 31, 2006 and July 1, 2010 ~~together with the Participation Agreement dated August 31, 2006, as amended December 1, 2008, September 28, 2010 and April 14, 2011~~ by and between the Judicial Council of California, Administrative Office of the Courts ~~and the Superior Court of California, County of Orange, California~~ and Electronic Data Systems Corporation and EDS Information Services, LLC., together with any amendments, addenda, exhibits and schedules thereto (the "**Agreement**").

Hewlett Packard Enterprise Company is currently engaged in discussions on a confidential basis to sell certain assets that relate to our electronic payment services business (the "**Business**") to Fiserv, Inc. ("**Potential Buyer**"). In connection with such sale ("**Sale**"), HP would transfer to Potential Buyer certain assets, liabilities and associated agreements of HPE and its subsidiaries and affiliates related to the Business, including the Agreement (the "**Assignment**").

Because the Agreement contains certain restrictions on assignments, the consummation of the Sale and the Assignment may require your prior written consent. As a result, we are hereby requesting that you consent to the Sale and the Assignment ~~and expressly waive any and all rights you may have to terminate the Agreement (and any rights you may have to exercise additional rights, seek remedies or accelerate performance under the Agreement) as a result of the Sale or the Assignment~~. Please sign in the space provided below to confirm your consent ~~and waiver~~ as described in the preceding sentence, and return a copy to my attention, as soon as possible by email at tom.jackson2@hpe.com with the original to follow by regular mail.

We expect the Sale to be announced as soon as practicable and consummated around the end of the year, but will advise you of the date when confirmed. If, however, the Sale does not occur or the Agreement is not assigned for any reason, the Agreement will remain effective between you and HPE and this letter will not be construed to modify, waive, impair or affect any of the terms of the Agreement as currently in effect or any rights or obligations thereunder.

[*Signature Pages Next*]

If you have any questions or concerns regarding this notice, please contact me at tom.jackson2@hpe.com.

Sincerely,

Tom Jackson

cc:

Sherry Clifford, Contracts Officer
Central Justice Center
700 Civic Center Drive West
Santa Ana, CA 92701

Acknowledged and agreed to the foregoing as of the date written below:

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: _____

Print Name: Ron Bacurin

Title: Supervising Contract Specialist

Date: 11/19/2015