

Master Agreement between the Judicial Council of California, Administrative Office of the Courts
And Electronic Data Systems Corporation and EDS Information Services, LLC



Master Agreement

This Master Agreement (the "Agreement"), dated as of January 9, 2006, (the "Effective Date") between each of the Judicial Council of California, the Administrative Office of the Courts (the "AOC"), Electronic Data Systems Corporation, a Delaware corporation ("EDS"), and EDS Information Services L.L.C., a Delaware limited liability company ("EIS"), describes the terms and conditions under which EDS will perform for the AOC, and certain individual Superior Courts of California (the "Court"), as described in this paragraph, the services described below. The AOC and EDS understand and agree that EDS and an individual Court may execute a Participation Agreement, substantially in the form of Attachment C, attached hereto, whereby EDS will provide EDS Services (as defined in paragraph 2, below) to an individual Court and the Court will agree to the terms and conditions of this Agreement and the Participation Agreement. All capitalized terms not defined in the body of this Agreement shall have the meaning given to that term in Attachment A, which is incorporated herein. The AOC and Court are collectively referred to herein as the "AOC Group".

1. Term. The term of this Agreement shall be for seven (7) years, commencing on the Effective Date, unless earlier terminated as provided in this 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 term.

2. EDS Services. During the term of this Agreement, in consideration of the payment and other AOC and Court obligations, EDS will perform the services, and produce the deliverables, described in Attachment A (the "EDS Services").

A. Additional Services. In addition to the EDS Services, EDS will provide to Court such other services as Court may reasonably request in writing from time to time during the term of this Agreement provided EDS and Court reach an agreement regarding the nature and scope of such services through an amendment to the Court's Participation Agreement, the time period during which such services will be provided, and the basis upon which EDS will be compensated for those services (the "Additional Services").

B. Change in Service Locations. Notwithstanding anything to the contrary in this Agreement, EDS may, in its sole discretion, perform the EDS Services or any portion thereof from any location determined by EDS or relocate any Software or equipment used by EDS to perform the EDS Services provided, however, that any change in service location made by EDS in its sole discretion will not (i) materially and adversely impact EDS' ability to perform its obligations hereunder, including the achievement of any applicable service levels, (ii) increase Court's fees or costs, or (iii) materially and adversely impact the way in which Court conducts its business or operations.

C. Use of Affiliates and Subcontractors. The EDS Services will be performed by EDS, itself and through its subsidiaries, including EIS. All references to EDS in this Agreement will be

deemed to include all such subsidiaries. Subject to the other provisions of this Agreement, EDS may subcontract any portion of the EDS Services to third parties. EDS will not disclose any confidential information of the AOC Group to any unaffiliated subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such confidential information in the manner required by paragraph 7 and then only to the extent necessary for such subcontractor to perform those EDS Services subcontracted to it. EDS will remain responsible for the obligations performed by any of its affiliates, subsidiaries, or subcontractors to the same extent as if such obligations were performed by EDS.

3. Representatives. During the term of this Agreement, EDS, the AOC and the Court shall each maintain a representative who will be the primary point of contact in dealing with the other parties under both this Agreement and the Participation Agreement. Each representative will have the authority and power to make decisions with respect to actions to be taken by it under this Agreement and the Participation Agreement. Each party may change its representative by giving notice to the other parties of the new representative and the date upon which such change will become effective.

4. AOC Group's Role. The AOC Group shall, at its own cost and expense: (A) comply with (i) all state and federal laws and regulations which affect the EDS Services or Additional Services provided hereunder, (ii) the Merchant Services Agreement(s) between Court and any Card Company or Credit/Debit Card Acquirer and their applicable by-laws, regulations and operating rules, (iii) EDS' operating policies and procedures set forth in Attachment A and (iv) written materials, advice and technical information provided in connection with the EDS Services provided hereunder; (B) as a participant in the EDS Services, print an appropriate marketing message on all billing notices and/or envelopes and/or print and mail periodic bill enclosures to each of its consumers promoting the use of the service for as long as this Agreement is in effect; and (C) distribute, inspect, and review all reports created from information transmitted or delivered by EDS and reject all incorrect reports within three (3) Business Days after receipt thereof for daily reports and within five (5) Business Days after receipt thereof for other than daily reports; provided, however, that with respect to information related to chargebacks and retrievals, Court shall review and respond promptly to such information in accordance with the operating rules of the Card Companies, if applicable; however, notwithstanding the foregoing time limits, Court shall promptly inform EDS of any errors, deficiencies, or irregularities reflected in any such statements that Court discovers. Failure to so reject any report collected from such information shall constitute acceptance thereof.

The Court is also encouraged to actively promote the service through other forms of media at its disposal such as: customer service, print, Internet web site, or interactive voice response.

5. Payment. In consideration for the performance of the EDS Services, Court will pay to EDS the charges set forth in Section B-2 of Attachment B; however, fees not in the sole control of EDS (e.g., fees set by Card Organizations) may be changed from time to time upon thirty (30) day's prior notice. In addition, Court shall pay or reimburse EDS for all taxes, assessments, duties, permits and charges, however designated, as further described in Section B-3 of Attachment B, that are levied upon this

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Agreement. EDS will submit an invoice to Court reflecting the amount owed to EDS by Court, with such supporting documentation as Court reasonably requests, and Court shall pay the invoiced amount within thirty (30) days following the receipt of a correct itemized invoice. In addition, at EDS' request, Court will provide EDS with an explanation of why an undisputed amount is not paid when due and a proposed payment plan for Court to bring such past due amount current. All amounts will be payable to EDS either by wire transfer, ACH, or by check, in accordance with payment instructions provided by EDS from time to time, so as in each case to constitute immediately available funds by 12 noon, Plano, Texas time, on the payment date no matter what the method of payment. If a due date does not fall on a Business Day, payments must be received by EDS on or before the Business Day after such date. Within ten (10) days of the date of the Court's receipt of an invoice on which a disputed amount appears, Court will notify EDS in writing of the specific items in dispute and will describe in detail Court's reason for disputing each such item. Within fifteen (15) days of EDS' receipt of such notice, the parties will negotiate in good faith pursuant to the provisions of paragraph 13 to reach settlement on any items that are the subject of such dispute. If Court does not notify EDS of any items in dispute within such ten (10)-day period of time, Court will be deemed to have approved and accepted such invoice. Notwithstanding anything to the contrary in this Agreement, in no event may Court withhold in any one (1) month, as a disputed amount, more than fifty percent (50%) of EDS' charges (exclusive of reimbursable expenses) for that month.

6. Employees. The EDS personnel performing the EDS Services will be and remain the employees of EDS, and EDS will provide for and pay the compensation and other benefits of such employees, including salary, health, accident and workers' compensation benefits and all taxes and contributions which an employer is required to pay relating to the employment of employees. EDS may subcontract any portion of the EDS Services to third parties, including to EDS affiliates as long as EDS remains responsible for performance of such services. During the term of this Agreement and for a period of twelve (12) months thereafter, neither EDS nor the AOC Group shall solicit, directly or indirectly, for employment or employ any employee of the other who is or was involved in the performance of the EDS Services without the prior written consent of the other. Notwithstanding the foregoing, EDS and the AOC Group acknowledge and agree that this Agreement will not prohibit (a) any executive search or similar business controlled by EDS or by any of its affiliates from engaging in its business in the ordinary course in a manner consistent with past practices on behalf of clients other than EDS or (b) solicitations through advertising or other publications of general circulation.

7. Confidentiality and Announcements. The AOC Group and EDS agree to be bound by the confidentiality obligations set forth below and neither party may make any media release or other public announcement relating to or referring to this Agreement without the other's prior written consent.

A. Scope of Obligation. Except as otherwise expressly provided in this Agreement, EDS and the AOC Group each agree that (a) all information communicated to it by the other and identified as confidential, whether before or after the date hereof, (b) all information related to Cardholders (as defined in Attachment A) provided to EDS, and (c) all information identified as confidential to which it has access in connection with the

EDS Services, whether before or after the date hereof, are and shall be deemed to have been received in confidence and will be used only for purposes of this Agreement, and each of EDS and the AOC Group agrees to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No such information will be disclosed by the recipient party without the prior written consent of the other party; provided, however, that each party may disclose this Agreement and the other party's confidential information to those of the recipient party's attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient party, so long as the recipient party requires, in the case of its attorneys, auditors and insurers, that each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set forth in this paragraph 7 and advises, in the case of its subcontractors and employees, each such subcontractor and employee of the confidentiality obligations set forth in this paragraph 7. The AOC or Court may disclose this Agreement as a result of a request pursuant to the California Public Records Act. In any event, compliance by each of the persons referenced in the preceding sentence with the confidentiality obligations set forth in this paragraph 7 will remain the responsibility of the party employing or engaging such persons.

B. Exceptions. The foregoing shall not prevent the AOC Group or EDS from disclosing information that belongs to such party which: (i) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the other party's confidential information or (v) is disclosed without similar restrictions to a third party by the party owning the confidential information. If confidential information is required to be disclosed pursuant to a requirement of a governmental authority, such confidential information may be disclosed pursuant to that requirement so long as the party required to disclose the confidential information, to the extent reasonably possible, provides the other party with timely prior notice of such requirement and coordinates with such other party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of this Agreement for any reason, all documented confidential information (and all copies thereof) owned by the requesting party will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this paragraph 7 shall survive the expiration or termination of this Agreement for any reason. Notwithstanding anything herein to the contrary, each party to this Agreement (and each affiliate, officer, employee, director, advisor, representative, or other agent of such party) is, and has been from commencement of discussions, permitted to (i) disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including other tax analyses) that are provided to such party relating to such tax treatment and tax structure, and (ii) consult any tax advisor regarding the U.S. federal income tax treatment or tax structure of such transactions; provided that, with respect to

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any document (or similar item) that contains information in addition to information that relates to the tax treatment or tax structure of such transactions, this exception to any requirement of confidentiality allows such disclosure and consultation only with respect to such portions of the document or similar item that relate to the tax treatment or tax structure of the transactions.

C. Privacy Laws. All parties acknowledge and agree that the Court will be and remain the controller of the information relating to the Court and to Cardholders (the "Customer Data") for purposes of all applicable laws relating to data privacy, personal data, transborder data flow and data protection (collectively, the "Privacy Laws"), with rights under such laws to determine the purposes for which the Customer Data is processed, and nothing in this Agreement will restrict or limit in any way Court's rights or obligations as owner and/or controller of the Customer Data for such purposes. The AOC has oversight responsibility for the Customer Data, and therefore will have access to the Customer Data. As controller of the Customer Data, Court is directing EDS to process the Customer Data in accordance with the terms of this Agreement, and is consenting to EDS' access to the Customer Data for such purpose. All parties also acknowledge and agree that EDS may have certain responsibilities prescribed as of the date hereof by applicable Privacy Laws as a processor of the Customer Data, and EDS hereby acknowledges such responsibilities to the extent required thereby for processors of data and agrees that such responsibilities will be considered as a part of the EDS Services to be provided by EDS under this Agreement. In the event that Privacy Laws to which the activities contemplated by this Agreement are subject are modified or new Privacy Laws that are applicable to such activities come into effect, EDS will work with the AOC Group in an effort to continue to comply with such Privacy Laws, as so modified or added, but to the extent that such modifications or additions expand the scope or increase the cost of the activities previously undertaken by EDS pursuant to this paragraph 7, EDS will, at the AOC Group's reasonable request, provide such additional activities as additional services, but only to the extent that the parties have reached agreement regarding the nature and scope of such services, the period of time during which such services will be provided and the basis upon which EDS will be compensated therefor.

8. Warranties and Additional Covenants. EDS and the AOC Group shall have the obligations relating to warranties and additional covenants set forth below:

A. Performance. EDS represents and warrants that all EDS Services will be performed in a professional and workmanlike manner.

B. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PARAGRAPH 8, EDS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE, OF ANY INFORMATION TECHNOLOGY SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. EDS DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE,

HARDWARE OR OTHER MATERIALS WILL BE UNINTERRUPTED, OR ERROR-FREE.

C. Laws and Regulations. EDS agrees to comply with all laws currently in effect that are applicable to EDS' performance of the EDS Services under this Agreement. All parties acknowledge that the pricing of all EDS Services under this Agreement is based on the laws, rules and regulations specific to the judicial branch of the State of California (collectively, the "Applicable Laws") at the date of this Agreement. The AOC will promptly advise EDS of any change in the Applicable Laws (including any change in the interpretation thereof by a competent court, agency or similar body) or the adoption of additional Applicable Laws (collectively, the "New Requirements") that requires changes to EDS Services, Additional Services, changes to software or additional software. With thirty (30) days' written notice, EDS may add to the charges due from the Court for EDS Services, reasonable charges for changes to the EDS Services or software and for Additional Services or software arising from the New Requirements; however, a Court can terminate their Participation Agreement if the increase is not acceptable to the Court. If the New Requirements are generally applicable to other customers of EDS, then such additional charges will be allocated among the Court and such other customers on an equitable basis.

9. Ownership. Each party retains all rights it possessed prior to the date of this Agreement in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or proprietary information that may be used by such party in connection with its role relating to the performance of the EDS Services. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. Notwithstanding anything to the contrary in this Agreement, EDS: (i) will retain all right, title and interest in and to all development tools, know-how, methodologies, processes, software, technologies or algorithms used in performing the EDS Services or Additional Services, if any, which are based on trade secrets or proprietary information of EDS or are otherwise owned or licensed by EDS, (ii) will be free to use the ideas, concepts and know-how which are developed in the course of performing the EDS Services or Additional Services and may be retained by EDS' employees in intangible form and (iii) will retain ownership of any EDS-owned software or development tools that are used in providing EDS Services or Additional Services. Subject to the obligations set forth in paragraph 7, each of the parties will be free to use such ideas, concepts and know-how which are developed by it in the course of performing its obligations under this Agreement and which may be retained by its employees in intangible form. No licenses will be deemed to have been granted by any party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement shall require EDS or the AOC Group to violate the proprietary rights of any third party in any software or otherwise.

10. Termination.

A. Breach

a. Master Agreement. If the AOC or EDS materially or repeatedly defaults in the performance of any of its obligations under this Agreement, and such default (a) is of a non-monetary nature and is not substantially cured within thirty (30) days after

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notice is given to the defaulting party specifying the default or, with respect to those defaults that cannot reasonably be cured within thirty (30) days, should the defaulting party fail to proceed within 30 days to commence curing the default and thereafter to proceed with all reasonable diligence to substantially cure the default or (b) is related to an obligation to make payments to the other party hereunder and is not cured within thirty (30) days after notice is given to the defaulting party specifying the default, the party not in default may, by giving notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination.

- b. Participation Agreement. If the Court or EDS materially or repeatedly defaults in the performance of any of its obligations under the Participation Agreement, and such default (a) is of a non-monetary nature and is not substantially cured within thirty (30) days after notice is given to the defaulting party specifying the default, or, with respect to those defaults that cannot reasonably be cured within 30 days, should the defaulting party fail to proceed within 30 days to commence curing the default and thereafter to proceed with all reasonable diligence to substantially cure the default or (b) is related to an obligation to make payments to the other party hereunder and is not cured within thirty (30) days after notice is given to the defaulting party specifying the default, the party not in default may, by giving notice thereof to the defaulting party, terminate the Participation Agreement as of a date specified in such notice of termination.

B. Upon expiration or termination of this Agreement for any reason, EDS will cease to perform the EDS Services and any Additional Services for the AOC Group, and each 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). Upon expiration or termination of a Participation Agreement for any reason, 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 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.

C. Either EDS or the AOC may terminate a portion of this Agreement without cause, effective immediately, upon written notice to the other party if: (i) either party receives notice from a state or federal regulatory body that such portion is unlawful, invalid or unenforceable, (ii) any Card Company or Credit/Debit Card Acquirer informs either party that any portion of this Agreement is in violation of the respective Card Company bylaws or operating rules or (iii) any Card Company or Credit/Debit Card Acquirer terminates the Merchant Services

Agreement (as defined in Attachment A) between Court and such Card Company or Credit/Debit Card Acquirer.

D. A Court may terminate all or a portion of its Participation Agreement, without any prejudice to any right or remedy of the Court, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in a Court's Participation Agreement, or in any amendment hereto, the Court may terminate its Participation Agreement in whole or in part, upon written Notice to EDS. Such termination shall be in addition to a Court's rights to terminate for convenience or default.

11. Indemnities. EDS shall have the indemnity obligations set forth below.

A. Infringement and Confidential Information. Subject to paragraph 12 and the limitations set forth below in this paragraph 11A and the procedures set forth below in paragraph 11E, EDS agrees to defend the AOC and Court against any action to the extent that such action is based upon a claim (i) that the software (other than third party software) provided by EDS or any part thereof, infringes a copyright perfected under United States statute, or infringes a patent granted under United States law or (ii) in the case of confidential information, that constitutes an unlawful or unauthorized disclosure or use of such confidential information or misappropriation of another party's trade secret. EDS will bear the expense of such defense and pay any damages and attorneys' fees that are attributable to such claim finally awarded by a court of competent jurisdiction.

B. Exclusions. EDS will have no liability to the AOC hereunder if any claim of infringement is based upon the use of software provided by EDS hereunder in connection or in combination with equipment, devices or software not supplied by EDS or used in a manner for which the software was not designed. Also, EDS will have no liability if the AOC Group modifies any software provided by EDS hereunder and such infringement would not have occurred but for such modification, or uses the software in the practice of a patented process and there would be no infringement in the absence of such practice, or such claim arises out of EDS' compliance with specifications provided by the AOC Group and such infringement would not have occurred but for such compliance. In addition, EDS will not be liable for claims of infringement arising out of, under or in connection with the provision of help desk services, call center services or automated attendant services involving computer telephony integration.

C. Additional Remedy. If software or confidential information becomes the subject of an infringement claim under paragraphs 11A through 11C, or in EDS' opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required in these paragraphs 11A through 11C, EDS will either (A) replace or modify the software or confidential information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the AOC Group the right to continue using the software or confidential information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by EDS but will be subject to paragraph 12. If neither option is available to EDS through the use of reasonable, diligent efforts,

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(x) the AOC Group will return such software or confidential information to EDS and (y) if requested by the AOC Group in good faith, the parties will negotiate, pursuant to paragraph 13 of this Agreement but subject to paragraph 12 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to EDS' obligation to defend the claim and pay any damages and attorneys' fees as required above in paragraphs 11A through 11C) are reasonably owed by EDS to the AOC Group as a result of the AOC Group no longer having use of such software or confidential information.

D. Other Indemnities. EDS agrees to defend and indemnify the AOC and Court against any action to the extent that such action is based upon a third party claim for personal injury or property damage caused by acts or omissions of EDS, or for third party claims arising out of negligent acts or omissions of EDS.

E. Procedures. The indemnification obligations set forth in this paragraph 11 will not apply unless the AOC: (a) notifies EDS promptly in writing of any matters in respect of which the indemnity may apply and of which the AOC has knowledge, in order to allow EDS the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve EDS of its obligations under this paragraph 11 if and to the extent that EDS is prejudiced thereby; and (b) gives EDS full opportunity to control the response thereto and the defense thereof; provided, however, that the AOC will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party, to be represented by legal counsel of its choosing, and to approve EDS' choice of legal counsel to defend the claim, which approval will not be unreasonably withheld, all at the indemnitee's cost and expense. However, if EDS fails to promptly assume the defense of the claim, the AOC may assume the defense at EDS' cost and expense.

EDS will not be responsible for any settlement or compromise made without its consent, unless the AOC has tendered notice and EDS has then refused to assume and defend the claim and it is later determined that EDS was liable to assume and defend the claim. EDS shall not make any admission of liability or other statement on behalf of an indemnified party, or enter into any settlement or other agreement that would bind an indemnified party, without the AOC's prior written consent, which consent shall not be unreasonably withheld. The AOC agrees to cooperate in good faith with EDS at the request and expense of EDS.

12. Liability. Except with respect to EDS's indemnity obligations pursuant to paragraphs 11(A) and 11(D), EDS' liability to an individual Court for any damages arising out of or related to the relevant Participation Agreement, regardless of form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the amount of the Transaction Fees under that Participation Agreement for the most recent six (6) months at the time such liability arose. EDS will not be liable for, any amounts consisting of or attributable to loss of income, profit or savings or for indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if EDS has been advised of the possibility of such damages in advance. No claim, demand for arbitration or

cause of action which arose out of an event or events which occurred more than four years prior to the cause of action which arose out of an event or events which occurred more than two years prior to the filing of a demand for arbitration or suit alleging a claim or cause of action may be asserted by either party against the other. The provisions of this paragraph 12 will survive the expiration or termination of this Agreement for any reason. Notwithstanding anything set forth in this paragraph 12 to the contrary, in the event that any services provided to Court are inaccurate, incomplete, incorrect, or otherwise defective due solely to EDS' fault or negligence, Court's sole and exclusive remedy (except with respect to Court damages arising from such defective services) shall be for EDS to correct such defect without charge to Court, provided that EDS has received written notice of such defect from Court within ten (10) Business Days from the date of which the Court become aware of, or should have become aware of, such defect. EDS shall have no other or further liability to Court for defective services.

13. Dispute Resolution. In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) (a "Dispute"), then upon the written request of either party, each of the parties will appoint a designated senior business executive or officer whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated executives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the resolution of the Dispute may be commenced until the earlier to occur of (a) a good faith mutual conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the 30th day after the initial request to negotiate the Dispute

14. Excused Performance. Neither EDS nor the AOC Group shall be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement (other than the obligation to make payments hereunder with respect to EDS Services that have been performed) for any period and to the extent that such failure results from acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court order, acts or regulations of governmental bodies, labor dispute or any other causes beyond that party's reasonable control (including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines) and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts; provided that the party claiming excuse from performance informs the other party promptly and uses reasonable efforts under the circumstances to correct the deficiency.

15. Right to Engage in Other Activities. The AOC Group acknowledges and agrees that EDS may provide data processing

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and other information technology services for third parties at any EDS facility that EDS may utilize from time to time for performing the EDS Services or Additional Services. Nothing in this Agreement will impair EDS' right to acquire, license, market, distribute, develop for itself or others or have others develop for EDS similar technology performing the same or similar functions as the technology and EDS Services contemplated by this Agreement.

16. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein, or at the addresses listed in the applicable Participation Agreement. All notices under this Agreement that are addressed as provided in this paragraph 16, (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when confirmed and (c) if delivered by mail in the manner described above, will be deemed given on the fifth business day after the day it is deposited in a regular depository of the United States mail. Either party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

17. Export Regulations. This Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding export from the United States of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Notwithstanding anything to the contrary in this Agreement, neither EDS nor the AOC Group will directly or indirectly export (or reexport) any computer hardware, software, technical data or any other item, or any derivative of the same, or permit the shipment of the same: (a) into (or to a national or resident of) Cuba or any country to which the United States has embargoed goods; (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the U.S. Commerce Department's Denied Parties List; or (c) to any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained any such license or other approval required. The provisions of this paragraph 17 will survive the expiration or termination of this Agreement for any reason.

18 Other. Where agreement, approval, acceptance or consent of EDS, the AOC or the Court is required by this Agreement, such action will not be unreasonably withheld or delayed. If any provision (other than a provision relating to any payment obligation) of this Agreement or the application thereof to any persons or circumstances is, to any extent, held invalid, unenforceable, or uniawfui, or if any Card Company or Credit/Debit Card Acquirer informs either party that any portion of this Agreement is in violation of the respective Card Company by-laws or operating rules, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the extent permitted by law or the respective operating rules and by-laws. The provisions of this

Agreement will be given equal weight regardless of the order in which they appear herein. Nothing in this Agreement may be relied upon or will benefit any party other than EDS, the AOC and the Court. This Agreement (a) will be governed by the substantive laws of the State of California (without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction), (b) may not be assigned by either party without the prior written consent of the other (except that EDS may assign this Agreement to EIS and will have the right to subcontract portions of the EDS Services or Additional Services to be performed by it so long as EDS remains responsible for such performance) and (c) together with the attachments hereto (each of which are incorporated into this Agreement by this reference), constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding all previous representations, understandings or agreements with respect thereto. If the Uniform Computer Information Transactions Act ("UCITA") is enacted as part of the law of the State of Texas, such statute will not govern any aspect of this Agreement, any license granted hereunder or any of the parties' rights and obligations arising under this Agreement. This Agreement will be governed by the law as it exists without reference to or application of the UCITA.

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Master Agreement between the Judicial Council of California, Administrative Office of the Courts
And Electronic Data Systems Corporation and EDS Information Services, LLC

In Witness Whereof, the parties have duly executed and delivered this Agreement as of the Effective Date.

ELECTRONIC DATA SYSTEMS CORPORATION

By: Lisa A. Zwillenberg
Title: Client Executive
Print Name: Lisa A. Zwillenberg
Address: 5400 Legacy Drive
Plano, TX 75024

EDS INFORMATION SERVICES, L.L.C.

By: Lisa A. Zwillenberg
Title: Client Executive
Print Name: Lisa A. Zwillenberg
Address: 5400 Legacy Drive
Plano, TX 75024

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

By: Grant Walker
Title: Business Services Manager
Print Name: Grant Walker
Address: 455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

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Attachment A

EDS Services

1. DEFINITIONS

ACH/EFT – Automated Clearing House/Electronic Funds Transfer. Automated debit from the consumer's checking or savings account.

ANI – Automated Number Identification of the originating telephone number from which a caller is attempting to initiate a Payment Request.

Authorization – Approval, by or on behalf of the Credit/Debit Card Issuer of a transaction for a merchant or another affiliate bank. Confirmation of Authorization is evidenced by a code provided by the Credit/Debit Card Issuer or the issuer's agent.

Business Day - Each weekday, Monday through Friday, which is not a holiday of the Federal Reserve System.

Card Company- An association, such as Visa U.S.A. Inc. or MasterCard International, Incorporated that operates an interchange system for exchanging information, transactions, money and other items on a standardized and consistent basis between member financial institutions with respect to Credit/Debit Card payment transactions.

Cardholder – Owner of the payment instrument being used. In the case of Credit/Debit Card transactions this is the responsible party for the card. In the case of ACH/EFT transactions, this is the owner of the checking or savings bank account.

Chargeback – The challenge of a transaction that is challenged by a Cardholder or merchant bank, which is sent back through interchange to the bank of account (Cardholder or merchant) for resolution. Such challenge can be for all or any portion of a transaction, whether or not such dispute is valid.

Check Digit Routine - An algorithm that validates an account number.

Confirmation Number - Number provided by EDS*PAY to Cardholder to confirm acceptance and processing of the bill payment transaction.

Convenience Fee – A fee charged to Cardholders for use of the EDS*PAY Services as set forth in Section B-1 of Attachment B.

Credit/Debit Card – A VISA-branded, MasterCard-branded or other mutually agreeable Credit/Debit Card issued by a financial institution in accordance with the rules and regulations of the Card Companies.

Credit/Debit Card Acquirer – Any financial institution providing services related to those in this Agreement, which is a member bank of Visa or MasterCard national bank card

associations and provides "merchant bank" acquiring services which enable consumers and businesses to use Credit/Debit Cards for purchasing goods and services from merchants sponsored by Bank of America and Discover and American Express merchant financial institutions.

Credit/Debit Card Issuer – Any financial institution, which is a member bank of Visa or MasterCard National bankcard associations and provides Credit/Debit Cards to consumers and businesses used to purchase goods and services from merchants sponsored by Visa and MasterCard merchant financial institutions.

Customer Specified Business Function – A Court requested requirement for EDS to implement and manage unique script(s), report(s) and/or Remittance Data File(s) based upon a "Customer Specific Business Function." Examples of a Customer Specific Business Function include but are not limited to: a new service line beyond an existing line, unique market areas with different reporting, script and/or Remittance Data File requirements, different account number edits for commercial versus residential customers.

EDI - Electronic Data Interchange. Standard electronic business Remittance file format.

EDS*PAY- A merchant bill payment service using an IVRS or Internet mode to acquire and process bill payment transactions by a valid Credit/Debit Card or ACH/EFT transaction. The subscribing merchant is notified of all bill payment activity via periodic electronic Remittance Data Files and Financial Reports.

EDS System or EDS Systems - All Systems, except for Systems provided by Court, used by EDS to provide services hereunder, including without limitation, any improvements, modifications, or enhancements made by EDS to any System.

INTERNET – Site set up by EDS, paybill.com/_____, that allows customers to make payments to Court with a credit/debit card or ACH/EFT transaction.

IVRS (Interactive Voice Response System) – An automated telephone response System, accessible by Cardholders for the initiation of Payment Requests, that presents a series of choices to the caller, and to which the caller responds by pushing buttons on the touch-tone telephone.

Merchant Services Agreement – An agreement between the Credit/Debit Card Acquirer and Court establishing the authority for the Court to accept Credit/Debit Cards as a means for payment for goods and services. The authority is granted with the condition that the Court follow established Card Company operating rules and regulations.

Operational Date - The date on which Cardholders can use Credit/Debit Cards or ACH/EFT debits to make bill payments owed to Court via an IVRS or through the EDS Internet site (paybill.com_____) established by EDS.

Payment Request - A request to pay Court (a "Customer Payment Request") or Convenience Fee (a "Convenience Fee

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Payment Request") that is provided to the EDS*PAY IVRS or Internet site (paybill.com/_____) by a Cardholder.

Remittance – An amount remitted by a Card Company in connection with payment of Court (a "Customer Payment Remittance") or payment of a Convenience Fee (a "Convenience Fee Remittance") Transaction.

Remittance Data Files – A data file that includes both the summary and detail of all Cardholder initiated payment transactions as defined herein this Attachment A. The format of the Remittance Data File is either an EDI File or the EDS standard flat file.

Retrieval Request – Requests initiated by a Cardholder or his Credit/Debit Card Issuer, for information regarding specific charges to his Credit/Debit Card account for the Court bill payment or Convenience Fee.

Returned ACH/EFT Items – Payments that are returned and not authorized by the customer's bank.

Returns - Court's initiated reversal of a Credit/Debit Card charge or an ACH/EFT payment to a Cardholder's account.

Settlement – The process by which the funds for Cardholder transactions are passed from Credit/Debit Card Issuers to Credit/Debit Card Acquirers or from the settlement bank to the Court.

System or Systems – Are (i) computer programs, including without limitation software, firmware, application programs, operating systems, files and utilities; (ii) supporting documentation for such computer programs, including without limitation input and output formats, program listings, narrative descriptions, operating instructions and procedures, user and training documentation and special forms; and (iii) the tangible media upon which such programs are recorded, including without limitation chips, tapes, disks and diskettes.

Transmission - The sending of data files and reports between EDS and Court.

VAN - Value Added Network, a store and forward electronic mail boxing service, such as EDS' EDS ELIT network, which can be accessed by modem and which shall provide an automatic dial-in protocol with operator sign-on and password security.

All other capitalized terms in this Attachment A, other attachments or elsewhere shall have the meaning given to that term in the Agreement.

2. GENERAL DESCRIPTION OF EDS*PAY PROGRAM

In general, but subject to the more detailed description of EDS' and the AOC Group's obligations elsewhere in this Agreement, the EDS*PAY program provides a means for Cardholders to use Credit/Debit Cards or ACH/EFT debits to make bill payments owed to Court via an IVRS or through the EDS Internet site (paybill.com/_____) established by EDS. Cardholders will call the toll free telephone number or access the Internet site (paybill.com/_____) in order to request payment to Court by means of a charge against a Credit/Debit

Card or an ACH/EFT debit in accordance with EDS' and Court's procedures. Concurrently, the Cardholder shall be charged the applicable Convenience Fee in connection with using the EDS*PAY Services as described herein. Cardholder Payment Requests are accepted twenty-four (24) hours a day, seven (7) days per week except for downtime or for scheduled maintenance. System downtime will not exceed two percent (2%) of the time, not including Scheduled Maintenance, during the term of the Agreement.

a. Payment Requests processed hereunder will be subject to the appropriate Authorization by the Credit/Debit Card Issuer of the Payment Requests, and other policies and security procedures established pursuant to this Agreement or otherwise agreed to in writing by the parties. The IVRS and Internet site will initiate an on-line Authorization request through the respective Credit/Debit Card Issuer for payment of the Court bill and the Convenience Fee amounts. The ACH/EFT Payment Requests will verify the bank routing and transit number. The IVRS and Internet site will provide a Confirmation Number to the Cardholder if the Payment Request was accepted. If a Payment Request was declined, the IVRS and the Internet will instruct the Cardholder to contact their Credit/Debit Card Issuer. Payment to Court will not be processed if payment of the Convenience Fee is not also approved. In addition, EDS, on behalf of Court, at the request of Court, will deny a Credit/Debit Card or ACH/EFT payment based on a prior Chargeback or Returned ACH/EFT Item by the relevant Cardholder to or from Court's EDS*PAY stop payment file. EDS shall not process Payment Request transactions manually, except for correcting rejected transactions and processing adjustments.

b. A Remittance Data File Transmission, as described in paragraph 4 below, will be delivered electronically to Court not later than 4:00 p.m. CST each Business Day. Court is responsible for accessing and retrieving information.

At the end of each Business Day, EDS will submit batch close transactions electronically to the appropriate Credit/Debit Card Acquirer. EDS will send all ACH/EFT transactions electronically to the appropriate banks.

EDS will provide support for Court's customer service staff during EDS*PAY's normal business hours from 7:00 a.m. to 7:00 p.m. CST. Customer service will consist of responding to inquiries concerning such matters as payment verification, reconciliation, accounting, Remittance Data Files, and general EDS*PAY operation delivery questions. EDS shall make a commercially reasonable attempt to respond to all Court inquiries within twenty-four (24) hours after notification or by the next Business Day. In cases where inquiries cannot be resolved in a twenty-four (24) hour time frame, EDS shall keep a record of all actions that require more than twenty-four (24) hours to resolve and present these issues to the Customer Program Manager.

3. SCRIPT PROMPTS, INTERNET SITE AND PARAMETERS

The script prompts, Internet site and parameters shall be described in the customer set-up sheet. Court shall approve all IVRS scripts in use and the Internet site to be used, hereunder, prior to implementation.

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Any "customized" changes to the standard script prompts, the Internet site and parameters listed above require a three (3) week lead-time. With respect to customized changes, EDS will respond with the estimated time to make the change in five (5) Business Days. Such charges will be in accordance with the fee schedule attached hereto and there will be charges for any changes or additions to Customer Specified Business Function(s).

4. REMITTANCE DATA FILE AND REPORT DELIVERY

a. Remittance Data Files – EDS shall prepare and submit Remittance Data Files to Court as defined in this paragraph 4. All Remittance Data Files defined herein that are required daily, are to be transmitted electronically by EDS to Court in a format to be approved by both parties, each Business Day, reflecting payments processed during the EDS current Business Day.

b. Financial Reports – Electronic Reports shall be submitted to the AOC Group for the AOC Group's access.

i. Financial control includes processing, verifying, and monitoring Credit/Debit Card and ACH payments from Cardholder by EDS. EDS will provide Court with accurate payment detail within the time requirements specified herein, to allow for timely and accurate posting of the Cardholder accounts.

ii. Daily Payment Detail. These daily reports reflect the detail and totals of all Payment Requests processed by EDS. The reports shall include but not be limited to: Cardholder's account number, payment amount, payment type, date and time of the payment, payment type used (MasterCard, Visa, American Express, Discover or ACH/EFT), Confirmation Number, Convenience Fee amount.

iii. Daily Payment Summary. These daily reports reflect the daily totals of all payments and Court Settlement transactions processed by EDS and submitted for settlement, on behalf of Court. The reports shall include but not be limited to amount and volume by, payment type used (MasterCard, Visa, American Express, Discover or ACH/EFT), and processed through each Business Day.

iv. Daily Detail – Adjustments. These daily reports reflect the account detail and daily totals of all Court initiated Returns, Returned ACH/EFT Items and Credit/Debit Card Issuer Chargebacks received and processed by EDS. The reports shall include but not be limited to: Cardholder's account information, payment amount, payment type (MasterCard, Visa, American Express, Discover or ACH/EFT), Return or Chargeback code, original payment date, and Confirmation Number.

c. Remittance Data File and Report Delivery – Remittance Data Files and reports will be delivered each Business Day, after that Business Day's Settlement cut-off time

d. Remittance Data Files will be provided in the EDS*PAY standard flat file format. Alternatively, Court may

request the Remittance Data Files be provided in an industry standard EDI 820, version 3030 or version 3020 formats.

e. EDS shall retain each Remittance Data File for a minimum of thirty (30) days and retransmit the Remittance Data File in the event of an unsuccessful Transmission or upon request of Court.

f. EDS shall retain a record of all Court payment data for a period of four (4) years or what is required by state law, statutes and/or federal regulations, which ever is longer .

5. ADJUSTMENT PROCESSING - RETRIEVALS, CHARGEBACKS, REFUNDS and RETURNED ACH/EFT ITEMS

EDS will from time to time provide adjustment services for the handling of Credit/Debit Card retrieval requests, Chargebacks and Return items received from the Credit/Debit Card Acquirer, as well as returned ACH/EFT Items.

Upon receipt of a Retrieval request, EDS will provide information, reasonably required, to satisfy the Retrieval request. In the event that the Retrieval request is asking for missing name and/or address information, EDS will attempt to obtain this information from Court. It is Court's option to comply with the request or not. If Court elects to complete this information, Court shall complete the name and address information and return it to EDS within one (1) Business Day.

The processed Chargeback transaction(s) provided by the Credit/Debit Card Acquirers will be detailed on the daily Financial Report and Remittance Data File provided to the Court.

EDS can, at Court's option, provide stop payment security parameters to block the use of a Credit/Debit Card, bank account, or customer account number that has been involved in a previous Chargeback or Return situation.

6. ENHANCEMENT REQUESTS

Court may request in writing enhancements or functionality changes to the EDS System. EDS will acknowledge, in writing, Court's request within five (5) Business Days of receipt of such request for enhancement or change. EDS will respond to Court's request for enhancement or changes not later than the thirtieth (30th) calendar day following receipt of such request. Provided EDS agrees to provide such services, EDS' response will include: (i) any additional costs associated with the proposed enhancements or changes, (ii) a schedule for development and implementation and, (iii) any limitations or exclusions related to these enhancements or changes. Following receipt of EDS' response, the parties will negotiate (as required) any additional terms and conditions required for implementation of the enhancements or charges, which will be provided as Additional Services. Court will provide written approval for enhancement or change request, prior to work beginning on enhancement or change.

EDS will provide at least sixty (60) days advance written notice to the AOC Group of any changes or enhancements to

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the EDS System where such changes alter the way of use or process for the Cardholder and Court.

7. ADDITIONAL EDS RESPONSIBILITIES

a. EDS will provide, support, maintenance and updates for the IVRS equipment, IVRS systems, IVRS software, IVRS Data Base(s) and Internet site defined herein.

b. EDS will provide an IVRS system and Internet site to perform the EDS Services. EDS will monitor call volumes and Internet site hits, IVRS and Internet system performance, and maintain adequate personnel and systems resources to provide EDS Services.

c. EDS shall maintain records of each payment using the EDS Services and such records shall include: (i) information required to produce the reports specified in herein and (ii) material complaints concerning EDS Services.

d. EDS will provide written notice to the AOC Group of any changes that may affect Court's ability to use the EDS Services.

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Attachment B

PAYMENT

B-1. Cardholder Charges. For use of the EDS Services under this Agreement, the Cardholder will be charged a Convenience Fee for electing to use the EDS*PAY pay-by-phone and pay-by-Internet services. The 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 Request. The ACH Convenience Fee will be separate from the bill Payment Request.

A. Fee Schedule:

ACH/EFT Transaction Fee:

The ACH/EFT Transaction Fee will be \$1.95 regardless of the bill Payment Request amount.

The Convenience Fee:

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.

- i) 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.

As an 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.

- ii) 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.

As an 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.

- iii) 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.

As an 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.

Periodically, there may be increases or decreases to EDS' costs in credit 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.

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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.

B-3. Taxes

There will be added to any charges under this Agreement, or separately billed, and Court 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.

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Attachment C

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 Master Agreement and as noted in its Attachment B, apply to Court based on the Court's obligations.

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.

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Master Agreement between the Judicial Council of California, Administrative Office of the Courts
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ACKNOWLEDGED AND AGREED:

ELECTRONIC DATA SYSTEMS CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____

By: _____

Print Name: _____

Title: _____

Date: _____

EDS INFORMATION SERVICES, L.L.C.

By: _____

Print Name: _____

Title: _____

Date: _____