

Computer Sciences Corporation
Addendum
Janaury 26, 2024 - Prices Valid Until February 20, 2024

Addendum No. 9

This Addendum No. 9 ("Addendum") is effective March 1, 2024 and is hereby made a part of and incorporated into the Master License Agreement No. 01-MGH-0070 (the "Agreement") and any Addenda to the Agreement by and between Computer Sciences Corporation a wholly owned subsidiary of DXC Technology Company ("CSC") and City of Fresno ("Customer") located at 2600 Fresno Street, Room 1070, Fresno, CA 93721-3612. In the event that any provision of this Addendum and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Addendum shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

CSC and Customer hereby agree as follows:

1. Customer desires to renew the license of Assure Claims MESA under the terms of the of the Agreement for an additional period in accordance with the following (the "Term"):
 - o 1 Year (March 1 2024 to February 28, 2025)
2. The annual fee per year is \$27,698 USD.

Beginning from March 1, 2025 on each anniversary of the effective date of Addendum the annual fee shall increase each year to account for cost-of-living increases measured by the Inflation Factor. The "Inflation Factor" to be applied on a given date is equal to the percentage increase between (i) the value of the Applicable Index for the month most recently published and (ii) the value of the Applicable Index for the corresponding month of the immediately previous year. The "Applicable Index" means the Consumer Price Index for all Urban Consumers as published by United States Bureau of Labor Statistics, all items. If a preliminary CPI-U is published, only the final published CPI-U shall be utilized for calculating the applicable annual fee.
3. For Year 1, CSC shall invoice Customer upon the later of the commencement of the first annual term or the execution of this Addendum and, thereafter, annually at the commencement of each annual term. Customer acknowledges that at the end of the Term, MESA can be renewed for an additional term equal to the term set forth in Section 1 at the rate in effect for the immediately preceding support year at the time of renewal subject to a maximum increase equal to the percentage increase in the Consumer Price Index for all Urban Consumers (Professional Services) ("CPI"), published by the United States Bureau of Labor Statistics.
4. CSC shall provide telephone and internet support and/or technical assistance as defined in the "Agreement" ("Scope of Services") as set forth in the Agreement or Schedule of Charges, or as outlined below. Such support and assistance will be provided by telephone or internet at or from CSC's product center offices during the following hours: Monday through Friday 8:00 a.m. to 8:30 p.m., Eastern Time excluding CSC holidays.
 - i. The "Scope of Services" under this addendum shall be for telephone and internet support.
 - ii. The following activities are not included in the scope of Maintenance services: (i) hardware support, (ii) operating system support, (iii) custom programming or custom report creation, (iv) report creation; (v) general systems management, (vi) data validation or clean up; (vii) moving Customer data, (viii) moving, relocating or reinstalling software programs or printers, (ix) verification or correction of errors that result from data entry or procedural errors, (x) unauthorized third party report writers, (xi) on or off site training or (xii) other services more properly covered under a separate agreement or work order at the applicable hourly rate.
5. CSC reserves the right to immediately increase the MESA annual fee if Customer increases the number of workstations and/or licenses additional software.
6. All other terms and conditions of the "Agreement" as previously amended by the parties, remain unchanged and shall be in full force and effect.

Assure Claims – OPX-0021196774-Kathy Rhodes
SR-0020137044-SM

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Note 1: Authorized location: 2600 Fresno Street, Room 1070, Fresno, CA 93721-3612. Notwithstanding the foregoing, Customer can access the Assure Claims software from any location.

Note 2: Customer acknowledges that the above MESA fee reflects only software licensed through Janaury 31, 2024. Software licensed after Janaury 31, 2024 will be subject to additional MESA and invoiced separately until the completion of the current renewal term.

Note 3: In the event Customer requires purchase orders, a copy must be provided at the time the contract is executed in order to include the associated purchase order number on each Customer invoice.

Note 4: In the event Customer is tax exempt, a copy of Customer tax exemption certificate / direct pay certificate will be required to ensure that taxes are not applied.

CSC and Customer certify by their undersigned authorized agents that they have read this Addendum and the Agreement and agree to be bound by their terms and conditions.

CSC

Customer

Computer Sciences Corporation

City of Fresno

DocuSigned by:
Dawn Cochran

By: 2617A897DEA84CD
(Authorized Signature)
(in non-black ink, please)

By: _____
(Authorized Signature)
(in non-black ink, please)

Dawn Cochran

Georgianne A. White

(Name)

(Name)

General Manager

City Manager

(Title)

(Title)

3/6/2024

(Execution Date)

(Execution Date)

ATTEST:
TODD STERMER, CMC
City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: *[Signature]*
ASST. CITY ATTORNEY
Brandon M. Collet

By: _____ Date: _____