



**AMENDMENT 14 TO THE
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT**

THIS AMENDMENT TO THE MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (the "**Amendment**") is entered into as of the later date stated in the signature block below ("**Amendment Effective Date**") to modify the Master Software License and Services Agreement by and between Cognizant TriZetto Software Group, Inc. (f/k/a TriZetto Corporation) ("**Cognizant**") and the County of Ventura as owner and operator of the Ventura County Health Care Plan ("**County**") dated January 10, 2012, including all amendments, schedules, and attachments thereto (collectively, the "**Agreement**"). To the extent that there is any inconsistency between this Amendment and the Agreement, this Amendment will control. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement. Cognizant and County are each a "**Party**" and together the "**Parties**" to this Amendment.

WHEREAS, County has contracted and licensed certain Software and associated hosting services provisioned under the (i) Agreement and (ii) Application Hosting Services Statement of Work incorporated into the Agreement ("**AHS SOW**"); and

WHEREAS, the Software and Pricing Exhibit to the Agreement ("**Pricing Exhibit**") addresses pricing for Software and associated hosting services;

NOW THEREFORE, in consideration of the above premises and the mutual covenants and promises of the Parties herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows as of the Amendment Effective Date:

1. **Authority to Enter into Agreement.** Each Party represents and warrants that: (i) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and (iii) this Amendment has been duly executed and delivered by such Party.
2. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings set forth in the Agreement.
3. **Amendment to Pricing Exhibit – Connectivity Circuit Pricing and Fees.** As of this Amendment Effective Date, the Agreement is amended as specified in this **Section 3** to implement a circuit for an additional charge as set forth below and incorporated herein by reference. Implementation fees include installation, support and supplies. County will be invoiced a one-time implementation fee of \$5,127.00 upon the Amendment Effective Date, and then subsequently on a monthly basis \$1,949.00.

Connectivity Description	Vendor	Circuit Size	County Address	Qty	Term	Connectivity Fees (Monthly)	Implementation Fees (One-Time)
Circuit connection between County and Cognizant	AT&T	50 MB	800 S. Victoria Ave Ventura, CA 93003	1	Coterminous with the Agreement	\$1,949.00	\$5,127.00
TOTAL						\$1,949.00	\$5,127.00

4. **Fees Increases.** The additional connectivity circuit recurring monthly fees described above are subject to annual increase in accordance with **Section 7.b (Fee Increases for AHS Services)** of the Pricing Exhibit.
5. **Contingency.** This Amendment is contingent upon the execution of both this Amendment and CRF #5 to the AHS SOW, submitted to County for execution contemporaneously with this Amendment.
6. **Conflict/Other Terms Unchanged.** In the event of a conflict between the terms and conditions set forth in this Amendment and the Agreement, this Amendment shall control with respect to the subject





matter herein. Except as expressly amended herein, all other terms and conditions as set forth in the Agreement shall remain unchanged. The Agreement, as amended by this Amendment, shall remain and continue in full force and effect, and shall continue to be binding on the Parties hereto.

IN WITNESS WHEREOF, this Amendment has been signed by the duly authorized representatives of both Parties and is effective as of this Amendment Effective Date.

**COUNTY OF VENTURA, AS THE OWNER
AND OPERATOR OF VENTURA COUNTY
HEALTH CARE PLAN**

COGNIZANT TRIZETTO SOFTWARE GROUP, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

