

AMENDMENT TO MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This AMENDMENT TO THE MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (the "**Amendment**") is entered into and effective as of the later date stated in the signature block below (the "**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 ("**Agreement**"). To the extent that there is any inconsistency between the 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.

"**Deliverable**" means work product or a work of authorship (e.g., software code, documentation, reports) that Cognizant is required to deliver to County in the performance of Services as specified in an SOW. Products, Services, and Utilities are not considered Deliverables.

"**Utility**", for purposes of this Amendment only, shall mean an item of software identified as a "Utility", listed in the table in Section 3 below, and all other software items that Cognizant provides to County that are not identified as Software, Services, or Deliverables.

"**Utility Documentation**", for purposes of this Amendment only, shall mean the documentation listed in Section 7 below.

3. **Amendments to Pricing Exhibit - Utility.**

- a. As of the Amendment Effective Date and subject to the terms of this Amendment and the Agreement, Cognizant licenses to County the TriZetto® Utilities identified below for use with County's Members for the License Term shown and amends the Pricing Exhibit by adding table 3.1(c) below.

Table 3.1(c) Licenses for TriZetto® Utilities		
Utility	License Term	License Fee (Annual)
TriZetto® Machine Readable File Adapter (both In-Network and Out-of-Network)		

- b. As of the Amendment Effective Date and subject to the terms of this Amendment, the Agreement, and a Change Request to Statement of Work #1 Application Hosting Services (“AHS”), to be executed contemporaneously with this Amendment, the following fees will be added to those in Table 3.2(a) of the Pricing Exhibit, along with a one-time implementation fee in the amount of \$10,000. The implementation fee will be invoiced on the Amendment Effective Date and additional Monthly Fees will commence on July 1, 2022.

Additional Application Hosting Services Fees		
Application Hosting Services in Cognizant Cloud	Term	Additional Monthly Fees
TriZetto® QNXT™ Pricing Data Extract Process including the TriZetto® Machine Readable File Adapter	Coterminous with AHS SOW	

Notwithstanding anything to the contrary in the Agreement (including any amendments thereto), the following assumptions apply to the AHS Services fees set forth above:

- i. Data migration and custom development fees (including custom conversion, custom integrations/interfaces, custom reporting, or any other customizations of standard features/formats) are not included and will be priced separately if any such need arises.
 - ii. A blend of onshore and offshore resources.
 - iii. County is responsible for moving output files to their portal location (internal or external) as defined.
 - iv. The TriZetto® Machine Readable File Adapter will be installed in a non-Production Environment but may be pointed to the Production Environment as needed.
 - v. There will be a monthly database refresh of one non-Production Environment from the Production Environment.
 - vi. Pricing assumes 500GB of distributed file system (“DFS”) storage and 500GB of database storage for the machine-readable output file. If the output file database or DFS storage exceeds these amounts, additional Monthly Fees may apply. No backup services are included for output file storage. DFS Storage is assumed to be located on a DFS share. Other technologies have not been factored into the pricing.
 - vii. Cognizant may modify its guidance based on new information, additional detailed requirements by Client, additional requests from Client or identification of omissions of required services. Any such modification that requires changes to the servers and/or infrastructure may result in additional Monthly Fees.
 - viii. Any modifications to the Monthly Fees as a result of changes referenced in paragraphs i through vii above, and/or changes to scope of the AHS Services will be discussed with County and mutually agreed upon based upon a revised pricing quote and amendment to the Agreement, as needed.
- c. **Billing and Payment.** Commencing on the Amendment Effective Date, and annually thereafter, Cognizant will invoice and County will pay, in accordance with the payment terms in the Agreement, the Annual License Fee set forth in Section 3 above.

- d. **Yearly Fee Increases**. Commencing on the first anniversary of the Amendment Effective Date, and annually thereafter, during the Term of this Amendment, all recurring fees stated in this Amendment shall be subject to annual price increases in accordance with the Agreement.
- e. **Term**. This Amendment commences as of the Amendment Effective Date and continues in effect for thirty-six (36) months (the "**Initial Term**"). Thereafter, upon expiration of the Initial Term, unless otherwise terminated in accordance with the Agreement or unless a Party issues notice of non-renewal at least sixty (60) days before the expiration of the Initial Term or any subsequent Renewal Term, this Amendment will automatically renew for subsequent 12-month periods on the anniversary of the Amendment Effective Date (each a "**Renewal Term**") ~~at a rate negotiated and agreed to by the Parties at least ninety (90) days prior to the Renewal Term~~. Each renewal will be documented in a subsequent Amendment to this Amendment. The Initial Term and Renewal Term(s) are collectively the "**Term**" of this Amendment. On termination or expiration of this Amendment, County shall cease using the Utility and any Utility Documentation and return, or certify destruction of, all original and all copies of any related Confidential Information to Cognizant.
- f. **Utility Documentation**: County may use the Utility Documentation for use solely in connection with County's authorized use of the Utility.
- o TriZetto® Machine Readable File Adapter User Guide
- g. **Prerequisite Software**. The TriZetto® Machine Readable File Adapter requires that County must have a license to, and be on a compatible version of, TriZetto® QNXT™. As of the Amendment Effective Date, the compatible version of TriZetto® QNXT™ is Version 5.7 R1 or above.
- h. **Utility License Grant**. Subject to the terms of this Amendment and the Agreement, Cognizant hereby grants to County a limited, non-exclusive, non-transferable, non-sublicensable, revocable term license to use the Utility and Utility Documentation solely in conjunction with County's licensed use of Software. The Utility may only be installed at County locations within the contiguous United States and used only with TriZetto® QNXT™ Software. The license herein allows County to make a reasonable number of copies of Cognizant Utilities for use in nonproduction environments solely for training, testing, backup, or disaster recovery purposes. All rights not expressly granted herein or in the Agreement are reserved.
- i. **License and Use Restrictions**. County agrees that it shall not attempt to, and shall not induce, solicit, permit or assist any other party to: (1) sell, resell, lease, license, sublicense, rent, lend, distribute, disclose or encumber the Utility, or allow unauthorized parties to use them; (2) copy any feature, design or graphic in, or decompile, disassemble, reverse engineer or otherwise attempt to decrypt, discover or use the source code for the Utility; (3) use any Utility to build a competitive solution; (4) make unauthorized copies of the Utility; (5) use the Utility to provide, insurers, third party administrators, brokers or any other party, third party administrator services or service bureau, business process outsourcing, business management, health plan administration, application support, timesharing, SaaS, administrative service organization, or similar services; (6) modify any Utility; (7) modify the data structure or schema of any database used by the Utility or add, delete or modify data in such a database through direct access to the database; (8) remove, modify, or obscure any confidentiality legends or other proprietary rights notices contained on or in the Utility; (9) defeat, circumvent or attempt to work around any security mechanisms used to protect a Utility; nor (10) use any Utility, in any application for which a software failure or fault could lead to death, serious bodily injury, or severe physical or environmental damage.
- j. **Ownership**. The Utility provided hereunder contains valuable intellectual property rights and Cognizant Confidential Information. Cognizant (or its licensors) retains title to all of the intellectual property rights embodied in the Utility provided, including any and all changes, improvements, modifications, enhancements, and derivative works, (collectively, "**Modifications**") thereto. Except as specified in this Amendment, County does not acquire any rights, express or implied, in

the Utility and has no right to commercialize or otherwise transfer any Utility to a third party, in whole or in part, or any Modifications thereto. No license, right or interest in any Cognizant trademark, trade name, or service mark is granted pursuant to this Amendment.

- k. **Maintenance Services.** Notwithstanding anything contained in this Amendment or the Agreement to the contrary, Maintenance Services will not be provided for the Utility. Simultaneously with the execution of this Amendment, County must execute a separate Statement of Work for Code Management Services with Cognizant.
- l. **Disclaimers.** Notwithstanding anything contained in this Amendment or the Agreement to the contrary, the Utility:
 - i. is provided or recommended by Cognizant "**AS IS**" and without warranty or indemnity of any kind from Cognizant; and
 - ii. is not subject to any escrow requirements.
- m. **LIABILITY LIMITATIONS.** NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, COGNIZANT'S ENTIRE LIABILITY UNDER THIS AMENDMENT IS LIMITED TO THE TOTAL AMOUNT PAID TO COGNIZANT UNDER THIS AMENDMENT.
- n. **Delivery/Deployment.** Unless otherwise requested by County in writing, the Utility licensed by County shall be made available by Cognizant to County solely by Cognizant deploying the Utility in County's Non-Production Environment. This Section states Cognizant's delivery obligations with respect to the Utility and Cognizant is under no further delivery obligation hereunder with respect to the Utility. The Utility Documentation is provided to County on Customer Exchange.
- o. **U.S. Government Licensees and Users - Restricted Rights Notice.** The Utility and the Utility Documentation provided are "Restricted computer software" licensed with "Restricted rights" as those terms are defined at FAR 27.401. As prescribed in 27.409, and consistent with 52.227-14, the Utility and Documentation may not be used, reproduced or disclosed by or to the U.S. Government except as provided in this notice or as otherwise expressly permitted in this Agreement. This notice will be marked on any reproduction of this Utility and Documentation, in whole or in part.
- p. **Compliance.** County is responsible for ensuring that it uses the TriZetto® Machine Readable File Adapter in compliance with applicable law and County's use of the Utility does not guarantee compliance with applicable law. County is responsible for ensuring its compliance with the Federal Transparency in Coverage [CMS-9915-F] regulations, including but not limited to, the format, content and accuracy of required data and timeliness of file posting.
- q. **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, the Parties have caused this Amendment to the Agreement to be executed and delivered by their duly authorized representatives.

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

COGNIZANT TRIZETTO SOFTWARE GROUP, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____