AMENDMENT NUMBER 24 TO
MASTER SERVICES AGREEMENT
FOR IT SERVICES BY AND
BETWEEN COUNTY OF ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

This Amendment Number 24 to Master Services Agreement for IT Services by and between County of Orange and Science Applications International Corporation ("Amendment 24") is made and entered into by and between the County of Orange, a political subdivision of the State of California ("County") and Science Applications International Corporation, ("Vendor"). All capitalized undefined terms in this Amendment 24 will be as defined in the Agreement.

RECITALS

WHEREAS, County and Vendor entered into a Master Services Agreement for IT Services by and between County of Orange and Science Applications International Corporation (the "Agreement"); and

WHEREAS, County and Vendor entered into the Agreement effective May 14, 2013 ("Effective Date"); and

WHEREAS, the Parties have previously made the following amendments to the Agreement: Amendment 1, dated September 10, 2013 ("Amendment 1"); Amendment 2, dated February 3, 2014 ("Amendment 2"); Amendment 3, dated June 6, 2014 ("Amendment 3"); Amendment 4, dated July 25, 2014 ("Amendment 4"); Amendment 5, executed January 12, 2016, and retroactively dated to February 3, 2015 ("Amendment 5"); Amendment 6, dated April 26, 2016 ("Amendment 6"); Amendment 7, dated June 1, 2016 ("Amendment 7"); Amendment 8, dated September 13, 2016 ("Amendment 8"); Amendment 9, executed February 15, 2017, and retroactively dated to February 3, 2017 ("Amendment 9"); Amendment 10, dated September 26, 2017 ("Amendment 10"); Amendment 11, dated January 10, 2018 ("Amendment 11"), Amendment 12, dated June 7, 2018 ("Amendment 12"); Amendment 13, dated October 16, 2018 ("Amendment 13"); Amendment 14, dated May 22, 2019 ("Amendment 14"); and Amendment 15, dated October 8, 2019 ("Amendment 15"); Amendment 16, dated September 29, 2020 ("Amendment 16"); Amendment 17, dated February 9, 2021 ("Amendment 17"); Amendment 18, dated March 24, 2021 ("Amendment 18"); Amendment 19, dated May 26, 2021 ("Amendment 19"); Amendment 20, dated March 8, 2022 ("Amendment 20"); Amendment 21, dated March 14, 2023 ("Amendment 21"); and Amendment 22, dated January 9, 2024 ("Amendment 22"); and Amendment 23, dated November 6, 2024.

WHEREAS, the Parties desire to enter into this Amendment 24 for the purposes of (1) extending the Term of the Agreement from June 30, 2027, to June 30, 2032, and adding two optional one-year extensions, amending and replacing provisions of the Agreement agreed to in previous amendments by updating Sections 14.1.11 (Initial Term), 14.1.2 (Term Renewals) and 14.5 (Location of Performance); (2) modifying Schedule 3 (Fees) to update Section 3.1.5 (Annual Service Area Fees) to reflect fifteen percent (15%) pricing discounts off the actual

monthly invoice Fees for Data Center and Desktop Services, update Section 3.1.8.2 (Desktop Services Pricing) for Band 1, 2, and 3 Baselines, and increasing the Reserved Dollars for Work Orders by $3,000,000; (3) modifying Appendix 3.1 to Schedule 3 (Fees Sheet) to incorporate the extension year Fees and update the hourly rates and the early Termination Fee monthly schedule ; 5) modifying Schedule 4 (Fee Reductions) to reduce the at risk percentage for calculation of penalties associated with missed Service Level Requirements from twenty percent (20%) to ten percent (10%); (5) modifying Appendix 4.1 to Schedule 4 (Service Level Requirements and Weighting Factors) to revise the SLR, Service Measure, Weighting Factors, Performance Target, Measurement Interval, and/or Reporting Period for Service Level Requirements 6, 8, 9, 12, 17, 19, 20, 24, 26, 27 and 60; and (6) incorporating the new Attachment V (Vendor Personnel Roles by Work Location) into the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

AGREEMENT

A. The Parties hereby agree to amend the Agreement as follows:

1. The Agreement is deleted in its entirety and replaced with the attached amended and restated Agreement - Revision 6, which is incorporated into this Amendment by this reference.

2. Schedule 3 (Fees) – Revision 9 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Schedule 3 (Fees) – Revision 10, which is incorporated into the Agreement by this reference.

3. Appendix 3.1 to Schedule 3 (Fees Sheet) – Revision 18 is deleted in its entirety from the Agreement and replaced with the attached Appendix 3.1 to Schedule 3 (Fees Sheet) – Revision 19, which is incorporated into the Agreement by this reference.

4. Schedule 4 (Fee Reductions) – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Schedule 4 (Fee Reductions) – Revision 3, which is incorporated into the Agreement by this reference and shall be effective July 1, 2025.

5. Appendix 4.1 (Service Level Requirements and Weighting Factors) – Revision 10 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Appendix 4.1 (Service Level Requirements and Weighting Factors) – Revision 11 which is incorporated into the Agreement by this reference and shall be effective July 1, 2025.

6. Attachment V (Vendor Personnel Roles by Work Location) is hereby incorporated into the Agreement by this reference and shall be effective July 1, 2025.

B. Except for the modifications agreed to herein regarding Schedule 4 (Fee Reductions), Appendix 4.1 (Service Level Requirements and Weighting Factors), and Attachment V (Vendor Personnel Roles by Work Location), this Amendment 24 shall be effective upon the latest date it is executed by both Parties.

C. Order of Precedence When Interpreting Conflicting Terms

Except as otherwise expressly set forth and amended herein, all terms and conditions of the Agreement and its Amendments 1 through 23 remain unchanged and in full force and effect. Capitalized terms used in this Amendment and not defined herein have the meanings given to them or referenced in the Agreement and the prior amendments. In the event of any inconsistency or conflict between or among any provision of this Amendment 24 and any provision of the original Agreement, and/or its amendments/modifications other than Amendment 24, the inconsistency or conflict shall be resolved by giving precedence to the language of amendments, modifications, and the original Agreement in the following order:

1. Amendment 24;
2. Amendment 23;
3. Amendment 22;
4. Amendment 21;
5. Amendment 20;
6. Amendment 19;
7. Amendment 18;
8. Amendment 17;
9. Amendment 16
10. Amendment 15;
11. Amendment 14;
12. Amendment 13;
13. Amendment 12;
14. Amendment 11;
15. Amendment 10;
16. Amendment 9;
17. Amendment 8;
18. Amendment 7;
19. Amendment 6;
20. Amendment 5;
21. Amendment 4;
22. Amendment 3;
23. Amendment 2;
24. Amendment 1;
25. The original Agreement.

[Signatures provided on the following page]

The Parties evidence their entire agreement to the terms of this Amendment 24 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Mark Holt	Contracts, Senior Principal
Print Name	Title
Mark Holt	April 25, 2025
Signature	Date

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COUNTY OF ORANGE,
a political subdivision of the State of California

KC Roestenberg	Chief Information Officer
Print Name	Title
	6-25-25
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL

David Obrand, Deputy County Counsel

Approved by Board of Supervisors on: June 24, 2025