

**AMENDMENT NUMBER 11
TO
MANAGED SERVICES NETWORK,
VOICE, AND SECURITY
AGREEMENT BY AND BETWEEN
COUNTY OF ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 11 to the Managed Services Network, Voice and Security Agreement by and between County of Orange and Science Applications International Corporation ("Amendment 11") 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, ("Supplier"). All capitalized undefined terms in this Amendment 11 will be as defined in the Agreement.

RECITALS

WHEREAS, the Managed Services Network, Voice and Security Agreement was entered into by and between County of Orange and Science Applications International Corporation (the "Agreement"); and

WHEREAS, County and Supplier entered into the Agreement effective October 17, 2018 ("Reference Date"); and

WHEREAS, the parties have previously made the following amendments to the Agreement: Amendment 1, dated October 22, 2019 ("Amendment 1"); Amendment 2, dated June 24, 2020; Amendment 3, dated February 9, 2021 ("Amendment 3"); Amendment 4, dated May 26, 2021 ("Amendment 4"); Amendment 5, dated March 8, 2022 ("Amendment 5"); Amendment 6, dated May 23, 2023 ("Amendment 6"); Amendment 7, dated January 9, 2024 ("Amendment 7"); Amendment 8, dated February 27, 2024, Amendment 9, dated December 18, 2024 ("Amendment 9"), and Amendment 10, dated June 25, 2025 ("Amendment 10").

WHEREAS, the Parties desire to enter into this Amendment 11 for the purposes of (1) adding provision 14.15 (Exhibit 7 Safeguarding Contract Language of IRS Publication 1075 and amending and replacing provisions of the Agreement agreed to in previous amendments to the Agreement by updating Sections 27.3 (Coverage Minimum Limits), and 39 (Notices); (2) modifying Exhibit D (Functional Service Area Matrix) to update the support services for JWA Complex Business Support; (3) modifying Exhibit H.1 (Service Level Requirements) to revise the Weighting Factors for Service Level Requirements 4, 12 and 15 and update the tools for Service Level Requirement 22; (4) modifying Exhibit K (Key Personnel) to update the information for the SOC Program Manager and Vendor Key Personnel email addresses; (5) modifying Exhibit P.2 (Pricing Limits) by increasing the Reserved Dollars for Optional Work by \$3,600,000; (6) modifying Exhibit P.9 (Termination Transition Services Pricing) by updating the Monthly and Total Termination Assistance Services Not-To-Exceed Amounts; and

(7) modifying Exhibit W (County Policies, Procedures, and Guidelines) by incorporating the County Generative AI Policy.

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 7, which is incorporated into this Amendment by this reference.
2. Exhibit D (Functional Service Area Matrix) – Revision 3 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit D (Functional Service Area Matrix) – Revision 4, which is incorporated into the Agreement by this reference.
3. Exhibit H.1 (Service Level Requirements Table) – Revision 6 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit H.1 (Service Level Requirements Table) – Revision 7, which is incorporated into the Agreement by this reference.
4. Exhibit K (Key Personnel) – Revision 9 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit K (Key Personnel) – Revision 10, which is incorporated into the Agreement by this reference.
5. Exhibit P.2 (Pricing Limits) – Revision 7 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.2 (Pricing Limits) – Revision 8, which is incorporated into the Agreement by this reference.
6. Exhibit P.9 (Termination Transition Services Pricing) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit P.9 (Termination Transition Services Pricing) – Revision 1, which is incorporated into the Agreement by this reference.
7. Exhibit W (County Policies, Procedures, and Guidelines) – Revision 3 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Exhibit W (County Policies, Procedures, and Guidelines) – Revision 4, which is incorporated into the Agreement by this reference.

B. This Amendment 11 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/modifications 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 modifications/amendments. In the event of any inconsistency or conflict between or among any provision of this Amendment 11 and any provision of the original Agreement, and/or its amendments/modifications, other than this Amendment 11, 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 11;
2. Amendment 10;
3. Amendment 9;
4. Amendment 8;
5. Amendment 7;
6. Amendment 6;
7. Amendment 5;
8. Amendment 4;
9. Amendment 3;
10. Amendment 2;
11. Amendment 1;
12. The original Agreement.

(Signatures provided on the following page)

The Parties evidence their entire agreement to the terms of this Amendment 11 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Kellam White
Print Name

Manager, Contracts and Subcontracts
Title


Signature

11/19/2025
Date

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

KC Roestenberg
Print Name

Chief Information Officer
Title


Signature

12-17-25
Date

APPROVED AS TO FORM
COUNTY COUNSEL

David Obrand, Deputy County Counsel

Approved by Board of Supervisors on: December 16, 2025

The Parties evidence their entire agreement to the terms of this Amendment 11 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

VENDOR: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Kellam, White

Print Name

Manager, Contracts and Subcontracts

Title



Signature

11/19/2025

Date

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

KC Roestenberg

Print Name

Chief Information Officer

Title



Signature

12-17-25

Date

APPROVED AS TO FORM
COUNTY COUNSEL



David Obrand, Deputy County Counsel

Approved by Board of Supervisors on: December 16, 2025