

**AMENDMENT NUMBER 3  
TO  
MASTER SERVICES AGREEMENT**

This Amendment Number 3 to Master Services Agreement (the "Amendment") by and between County of Orange, a political subdivision of the State of California ("County") and Atos Governmental IT Outsourcing Services, LLC ("Vendor") is made and entered into to be effective as of the date it is signed by both parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Vendor entered into a Master Services Agreement for IT Services with an Effective Date of September 10, 2013 (as amended, the "Agreement ");

WHEREAS, pursuant to the terms of the Agreement and its Amendment 1, executed by the Parties on June 29, 2015, XBS Disposition Subsidiary Two, LLC assumed all of Vendor's rights and obligations under the Agreement; and

WHEREAS, the name of XBS Disposition Subsidiary Two, LLC was subsequently changed to Atos Governmental IT Outsourcing Services, LLC; and

WHEREAS, pursuant to the terms of the Agreement and its Amendment 2, executed by the Parties on May 24, 2016, the Parties updated Vendor's name and other obligations and information within the Agreement, its Schedules, Appendices and Attachments; and

WHEREAS, the Parties desire to enter into this Amendment 3 for the purpose of updating certain obligations and information within the Agreement, its Schedules, Appendices and Attachments as outlined below;

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**

**I. Changes to the Agreement**

1. **SOW Pricing.** Appendix 3.1 (SOW Pricing) to Schedule 3 (SOW Pricing Appendix) is hereby deleted in its entirety and replaced with the Appendix 3.1 (SOW Pricing) attached at Exhibit 1 to this Amendment.
2. **Network and Voice Environment Data.** Appendix 2A.2 (Network and Voice Environment Data) is hereby deleted in its entirety and replaced with the Appendix 2A.2 (Network and Voice Environment Data) attached at Exhibit 2 to this Amendment.
3. **Vendor Provided Network Circuits and VPN Connections.** Appendix 2B.3 (Vendor Provided Network Circuits and VPN Connections) is hereby deleted in its entirety and replaced with the Appendix 2B.3 (Vendor Provided Network Circuits and VPN Connections) attached at Exhibit 3 to this Amendment.
4. **Fee Reductions.** Schedule 4 (Fee Reductions) to the Agreement is hereby deleted in its entirety and replaced with the Schedule 4 (Fee Reductions) attached at Exhibit 4 to this Amendment.
5. **Fee Reductions Weighting Factors.** Appendix 4.1 (Fee Reductions Weighting Factors) to Schedule 4 (Fee Reductions) is deleted in its entirety and replaced with Exhibit 5 to this

Amendment, which shall become the new Appendix 4.1 to Schedule 4 upon the Effective Date of this Amendment.

6. **Reserved**
7. **CLETS. Attachment L.** Attachment L (CLETS) to the Agreement is hereby deleted in its entirety and replaced with the Attachment L (CLETS) attached at Exhibit 7 to this Amendment.
8. **Change in Notices to a Party.**

**Section 27.4 (Notices to a Party) of the Agreement** is deleted in its entirety and replaced with the following:

“Except as expressly otherwise stated herein, all notices, requests, consents, approvals, or other communications provided for, or given under, this Agreement, shall be in writing, and shall be deemed to have been duly given to a Party if delivered personally, or transmitted by facsimile to such Party at its telecopier number set forth below (with the original sent by recognized overnight courier or first class mail to the Party at its address set forth below), or sent by first class mail or overnight courier to such Party at its address set forth below, or transmitted by e-mail to the Party at its e-mail address set forth below (with the original sent by recognized overnight courier or first class mail to the Party at its address below), or at such other telecopier number, address or e-mail address, as the case may be, as shall have been communicated in writing by such Party to the other Party in accordance with this Section. All notices shall be deemed given when received, in the case of personal delivery or delivery by mail or overnight courier, or when sent, in the case of transmission by facsimile with a confirmation, if confirmed by copy sent by overnight courier within one (1) day after sending the facsimile. The County and Vendor contact information contained below may be changed by written notice to the other Party.

Notices to the County shall be addressed as follows:

Chief Information Officer  
333 W. Santa Ana Blvd., Third Floor  
Santa Ana, CA 92701  
(714) 834-3755

Personal Service to the Clerk of the Board of Supervisors of the County of Orange is required for all legal process service on the County:

Clerk of the Board of Supervisors  
333 W. Santa Ana Blvd., Fourth Floor  
Santa Ana, CA 92701

Notices to Vendor shall be addressed as follows:

Atos Governmental IT Outsourcing Services, LLC  
2500 Westchester Avenue, Suite 300  
Purchase, NY 10577  
ATTN: Senior Vice President, IT Services

With a copy to:

Atos Governmental IT Outsourcing Services, LLC  
2500 Westchester Avenue, Suite 300  
Purchase, NY 10577

Attention: Legal Department

All County MSA payments to Atos should be wired to the Atos ITO Bank Account pursuant to the instructions provided by Atos in its letter to the County dated July 28, 2015 or mailed to:

Atos Governmental IT Outsourcing Services, LLC  
c/o Atos IT Outsourcing Services, LLC  
P.O. Box 711835  
Denver, CO 80271-1835

For service of process to:

Atos Governmental IT Outsourcing Services, LLC  
Corporation Service Company Which Will Do Business in California as CSC-Lawyers  
Incorporating Services (Note: Must use this entire title)  
2730 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
Phone 1-800-927-9801  
Faxes are not accepted"

9. **Insurance Requirements.** The Insurance requirements information in Sections 23, 23.1, 23.2 and 23.3 of the Agreement is hereby deleted in its entirety and replaced with the language contained within Exhibit 8 to this Amendment 3.
10. **Transformation Deliverables.** Appendix B.8.b (Transformation Deliverables, Acceptance Criteria and Milestone Lists) to Appendix B (Transition and Transformation Plan) to the Agreement is hereby deleted in its entirety and replaced with the Appendix B.8.b (Transformation Deliverables, Acceptance Criteria and Milestone Lists) to Appendix B (Transition and Transformation Plan) attached at Exhibit 9 to this Amendment.
11. **Transformation Approach and Methodology.** Appendix B.7.b (Transformation Approach and Methodology) to Appendix B (Transition and Transformation Plan) to the Agreement is hereby deleted in its entirety and replaced with the Appendix B.7.b (Transformation Approach and Methodology) to Appendix B (Transition and Transformation Plan) attached at Exhibit 10 to this Amendment.
12. **Network Management Services in Support of Systems Providing Only IP/VOIP Telephony.** Schedule 2F (Network Management Services in Support of Systems Providing Only IP/VOIP Telephony) is hereby added to the Agreement as provided in Exhibit 11 to this Amendment 3.
13. **Logging Requirements.** Appendix 2A.1 (IT Service Management and Life Cycle Management Tools) to Schedule 2A (IT Service Management and Life Cycle Services SOW) to the Agreement is hereby deleted in its entirety and replaced with the Appendix 2A.1 (IT Service Management and Life Cycle Management Tools) to Schedule 2A (IT Service Management and Life Cycle Services SOW) attached as Exhibit 12 to this Amendment.
14. **Device Management Support.** Appendix 2B.4 (County Software - Network Management Tools) to Schedule 2B (Converged Network Services SOW) to the Agreement is hereby deleted in its entirety and replaced with the Appendix 2B.4 (County Software - Network Management Tools) to Schedule 2B (Converged Network Services SOW) attached as Exhibit 13 to this Amendment.
15. **Definitions. The following new Section 28.120 is hereby added to the Agreement:**  
  
"28.120 Contract Year

“Contract Year” means any one-year period ending at the end of the day before an anniversary of the Transition Complete Date. ”

16. **Schedule 2A (IT Service Management and Life Cycle Services SOW).** Schedule 2A (IT Service Management and Life Cycle Services SOW) to the Agreement is hereby deleted in its entirety and replaced with the Schedule 2A (IT Service Management and Life Cycle Services SOW) attached as Exhibit 14 to this Amendment.

17. **Schedule 2B (Converged Network Services SOW)**

In Section 2.1.2 (Wired and Wireless Local Area Network (LAN) Services) of Schedule 2B, the reference point to “Wiring and cabling” is replaced with the following:

“Wiring and cabling - (See App B.7B, Section 5.2.9.2.3, for ongoing Support (Post Transformation) requirements concerning Vendor re-certified cables)”

18. **Appendix B.5A (Transition and Transformation Portal) to Attachment B** - all references to the “CCB” are hereby changed to references to the “PRB”.

19. **Amendments to Remove the Terms "ACS Management Platform" (referred to as AMP or Remedy)".**

All references in the Agreement to “ACS Management Platform”, “AMP” and/or “Remedy” are hereby changed to "**Vendor Management Platform**".

20. **Master Services Agreement:**

a. The following is added, directly following the listing of Schedule 2E, to the “LIST OF SCHEDULES AND ATTACHMENTS” that immediately follows the Table of Contents in the Master Services Agreement.

<b>Schedule 2F</b>	<b>Network Management Services in Support of Systems Providing Only IP/VOIP Telephony</b>
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b. The following is added to Section 4.1.1 (Definition of Services), immediately following item (c)(v):

“(vi) Schedule 2F Network Management Services in Support of Systems Providing Only IP/VOIP Telephony”

**II. Statements of Work Applicable to County Agencies and Divisions**

The Parties agree that the “Agencies” tab of Appendix 2A.2 to Schedule 2, attached as Exhibit 14 to this Amendment, designates the Schedules (i.e. Statements of Work) applicable to each listed County Agency/Division that shall be performed by Vendor as part of the Services.

**III. General Terms and Conditions.**

1. The Parties agree that, notwithstanding anything to the contrary in the Agreement, the Parties are entering into this Amendment for the specific purpose of (i) amending, supplementing, deleting and replacing, as applicable, the existing provisions of the Agreement (collectively, the "Changes"), and (ii) superseding the Agreement to the extent necessary to give full effect to the terms and conditions of this Amendment. The Changes set forth in this Amendment shall apply on a prospective basis only beginning on the Amendment Effective Date.


2. Except as expressly amended by this Amendment, the remaining terms and conditions of the Agreement, as amended prior to the date hereof, remain unmodified and in full force and effect in accordance with its terms. Capitalized terms used in this Amendment and not defined herein have the meanings given to them or referenced in the Agreement.
3. In the event of a conflict between any term in this Amendment and any term in the Agreement, the term in this Amendment takes precedence over the conflicting term in the Agreement.
4. Each Party represents to the other Party that it has all necessary rights, powers and authority to enter into and perform under this Amendment, and that the execution of this Amendment, as evidenced by the signatures below, has been duly authorized by such Party. The Parties acknowledge that, upon execution, this Amendment constitutes a legal and binding obligation of the Parties enforceable according to its terms.
5. This Amendment is binding on the Parties and their respective successors and permitted assigns.
6. This Amendment may be executed in multiple counterparts. Each such counterpart, if executed by both Parties, shall be an original, and both such counterparts together shall constitute but one and the same document. This Amendment shall not be deemed executed unless and until at least one counterpart bears the signature of each Party's designated signatory.
7. The Agreement and this Amendment (including, for the sake of clarity, the recitals, to this Amendment), the Schedules and exhibits to the Agreement and this Amendment hereto (which are specifically incorporated by reference herein), collectively contain the entire understanding of the Parties with respect to the subject matter of the Agreement and Amendment and supersedes all prior or contemporaneous agreements and understandings between the Parties, whether oral or written, with respect to the subject matter of the Agreement and this Amendment. Any waiver, modification or amendment of any provision of the Agreement and the Amendment shall be effective only if in writing and signed by the authorized representatives of both Parties. No usage of trade, or other regular practice or method of dealing between the Parties or others, may be used to modify, interpret, supplement or alter in any manner the express terms of the Agreement and this Amendment.

*(Remainder of page intentionally left blank.)*

The Parties have executed this Amendment 3 on the dates indicated below.

**VENDOR:**

**Atos Governmental IT Outsourcing Services, LLC, for itself and for each of its affiliates and subsidiaries.**

Signature #1	Signature #2*
By: <u></u>	By: _____
Name: <u>Chad Harris</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: <u>March 10, 2017</u>	Date: _____


\*If a corporation, the document must be signed by two (2) corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be either the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

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**County of Orange,  
a political subdivision of the State of California**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
County Chief Information Officer

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL

BY:   
Deputy County Counsel  
Date: 3/13/17

The Parties have executed this Amendment 3 on the dates indicated below.

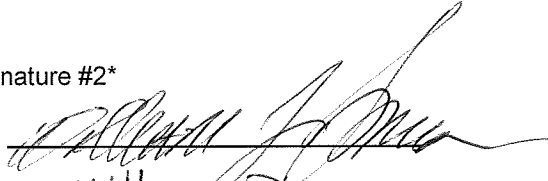
**VENDOR:**

**Atos Governmental IT Outsourcing Services, LLC, for itself and for each of its affiliates and subsidiaries.**

Signature #1

Signature #2\*

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: William J. Donovan

Title: \_\_\_\_\_

Title: CFO

Date: \_\_\_\_\_

Date: 3-13-2017

\*If a corporation, the document must be signed by two (2) corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be either the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

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**County of Orange,  
a political subdivision of the State of California**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
County Chief Information Officer

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL

BY: \_\_\_\_\_  
Deputy County Counsel

Date \_\_\_\_\_

Exhibit #	Exhibit Title
1	Appendix 3.1 (SOW Pricing Appendix)
2	Appendix 2A.2 (Network and Voice Environment Data)
3	Appendix 2B.3 (Vendor Provided Network Circuits and VPN Connections)
4	Schedule 4 (Fee Reductions)
5	Appendix 4.1 (Fee Reductions Weighting Factors)
6	Reserved
7	Attachment L (CLETS)
8	Revised Insurance Language for Section 23 of the MSA
9	Appendix B.8.b (Transformation Deliverables, Acceptance Criteria and Milestone Lists)
10	Appendix B.7.b (Transformation Approach and Methodology)
11	Schedule 2F - Data Network Management Services IP-VOIP Telephony Systems
12	Appendix 2A.1 - IT Service Management and Life Cycle Management Tools
13	Appendix 2B.4 - County Software - Network Management Tools
14	Schedule 2A - IT Service Management and Life Cycle Services SOW