

**AMENDMENT NUMBER 10 TO
MASTER SERVICES AGREEMENT FOR
IT SERVICES BY AND BETWEEN
COUNTY OF ORANGE
AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

This Amendment Number 10 to Master Services Agreement for IT Services by and between County of Orange and Science Applications International Corporation ("Amendment 10") 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 10 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"); and

WHEREAS, the Parties desire to enter into this Amendment 10 for the purposes of, effective at 11:59 PM PST on October 31, 2017 (1) ceasing and removing from the Agreement all of SAIC's obligations to provide any "Governance, Risk and Compliance" ("GRC") Services identified in the Agreement; (2) modifying Schedule 2A of the Agreement to delete all GRC Services; (3) modifying Schedule 3 – Revision 2 to delete all GRC Fee and payment language; (4) modifying Appendix 3.1 to Schedule 3 – Revision 7 of the Agreement to reflect the deletion of all GRC Fees and hourly labor categories; and (5) modify Attachment P to delete all references and obligations specific to GRC software.

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. Schedule 2A (IT Service Management and Life Cycle Services SOW) of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Schedule 2A - Revision 1, which is incorporated into the Agreement by this reference.
2. Schedule 3 – Revision 2 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Schedule 3 - Revision 3, which is incorporated into the Agreement by this reference.
3. Appendix 3.1 to Schedule 3 - Revision 7 of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Appendix 3.1 to Schedule 3 - Revision 8, which is incorporated into the Agreement by this reference.
4. Attachment P of the Agreement is deleted in its entirety from the Agreement and replaced with the attached Attachment P - Revision 1, which is incorporated into the Agreement by this reference.

B. This Amendment 10 shall be effective as of 11:59 PM PST on October 31, 2017.

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 9 remain unchanged and in full force and effect. In the event of any inconsistency or conflict between or among any provision of this Amendment 10 and any provision of the original Agreement, and/or its amendments/modifications other than Amendment 10, the inconsistency or conflict shall be resolved by giving precedence to the language of amendments, modifications, and the original Agreement in the following order:

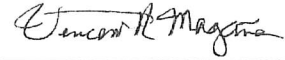
1. Amendment 10;
2. Amendment 9;
3. Amendment 8;
4. Amendment 7
5. Amendment 6;
6. Amendment 5;
7. Amendment 4;
8. Amendment 3;
9. Amendment 2;
10. Amendment 1;
11. The original Agreement.

The Parties evidence their entire agreement to the terms of this Amendment 10 as evidenced below by the signature of each Party's legally authorized representative on the dates indicated below.

**VENDOR:
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION**

Vincent R. Magaña
Print Name

Contracts, Senior Principal
Title



August 31, 2017

Signature

Date

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

Joel Golub
Print Name

County Chief Information Officer
Title

Signature

Date

**APPROVED AS TO FORM
COUNTY COUNSEL**

 9/6/17
John Cleveland, Deputy County Counsel

Approved by Board of Supervisors on: _____