

Computer Sciences Corporation
Addendum - MESA
April 1, 2013 - Prices Valid Until 05/30/13

Agreement No. 992130-3

Addendum No. __

This Addendum is effective April 1, 2013 ("Anniversary Date"), and is by and between **Computer Sciences Corporation** ("CSC") as successor in interest to DORN Technology Group, Inc. and **City of Lawrence** ("CUSTOMER") located at 6th & Massachusetts, Lawrence, KS 66044 and is hereby made a part of and incorporated into the License and Services Agreement No. 992130-3 ("Agreement") and any Addenda to the Agreement by and between DORN Technology Group, Inc. and CUSTOMER. In the event that any provision of this Addendum and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Addendum shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

CSC and Customer hereby agree as follows:

1. Definitions

1.1 Annual (MESA) Charge ("AMC"): The amount of money to be paid annually to CSC by Customer for the right to receive MESA for RISKMASTER. MESA is defined in Section 1.4.

1.2 Authorized Location: The location where Customer's server resides which is listed below and is owned and operated by Customer. CSC is only obligated to provide Maintenance and Enhancements at the Authorized Location. Customer may change the Authorized Location upon written notice to CSC.

6th & Massachusetts
Lawrence, KS 66044

1.3 Documentation: Written materials and manuals (and machine-readable text subject to display and printout) describing the functional processes, assumptions, specifications and principles of operation of the computer programs to a System and designated as the official documentation to such System by CSC.

1.4 MESA: The collective reference to Maintenance, Enhancements and Services Available.

1.4.1 Maintenance: The correction of a Nonconformity, at CSC's expense, in the most current Release of a System for those parts of such System which have not been modified or affected by any modification.

1.4.2 Nonconformity: A failure of the computer programs of a "System" to operate in accordance with such System's manuals designated by CSC and provided to Customer as Documentation to such programs.

1.4.3 Enhancements: Any addition to, change in or modification of the most current Release of a System which CSC makes generally available to licensees of the System, at CSC's expense, if and when such development is completed.

1.4.4 Services Available: Services other than Maintenance and Enhancements which are available during the MESA Term at CSC's then current charges and conditions.

1.5 MESA Term: The period during which CSC shall be obligated to provide MESA for a System.

1.6 Release: An edition of the entire System which is made generally available to licensees of the System with MESA in force and which is the most current edition of the System at the time of such general availability.

1.7 System: For purposes of this MESA Addendum, System shall mean RISKMASTER. A System includes all materials related thereto supplied to Customer under this Agreement, which may include, without limitation, Documentation, flow charts, logic diagrams, source codes, object codes, and materials of any type whatsoever (tangible or intangible and machine or human readable) which incorporate or reflect the design, specifications, or workings of such programs and any changes, additions or modifications provided through Maintenance or Enhancements. System may refer to more than one System, despite the use of the singular.

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2. MESA

- 2.1 CSC shall provide MESA to Customer at the Authorized Location for one production copy and one non-production testing copy of a System during the MESA Term subject to the conditions set forth below.
- 2.2 Provided that Customer is current on its MESA obligations hereunder, CSC will provide Maintenance services for up to two (2) pre-authorized Customer staff members. Such support will be provided by telephone, internet or at CSC's product center office during CSC's normal business hours which are Monday through Friday 8:00 a.m. to 8:30 p.m., eastern time excluding CSC holidays. These services shall not include customized report preparation, on or offsite training, SORTMASTER report creation, or data validation clean up, which services are more properly covered under a separate agreement or work order at the applicable hourly rate.
- 2.3 In order to receive Maintenance, Customer shall advise CSC of a suspected Nonconformity and shall submit all necessary Documentation for Nonconformity determination by CSC. If the Nonconformity prevents Customer's processing of substantially all of its data, CSC shall provide immediate Maintenance services at the Authorized Location. Maintenance will normally be performed at CSC's offices and the materials and instructions necessary to correct the Nonconformity shall be delivered to Customer.
- 2.4 The cost associated with installing Maintenance and Enhancements is Customer's responsibility.
- 2.5 Customer is encouraged to participate in the following activities including: (i) providing a written quarterly confirmation report of any new or anticipated Customer priorities and service requests, (ii) sending in CSC support surveys, securing any necessary support, or obtaining software upgrades or revisions for Third Party Products, (iii) editing, validating and auditing Customer site software, including all Customer data entry work, on a monthly basis, (iv) participating in ongoing CSC recommended Product training sessions, (v) documenting and defining in writing any internal procedures, support issues or requests not addressed by the daily CSC support process, (vi) securing, testing, maintaining and updating hardware, operating system software, available telephone lines, network communication equipment support, and other maintenance peripherals or printers in accordance with the then current system requirements, (vii) upgrading Customer's software system using the upgrade programs provided by CSC unless contracted for as a separate service activity, and (viii) monitoring and correcting Customer's computer system's exposure to computer virus related programs.
- 2.6 The following activities are not included in the scope of Maintenance services: (i) hardware support, (ii) operating system support, (iii) custom programming or custom report creation, (iv) report creation; (v) general systems management, (vi) data validation or clean up; (vii) moving Customer data, (viii) moving, relocating or reinstalling software programs or printers, (ix) verification or correction of errors that result from data entry or procedural errors, (x) unauthorized third party report writers, (xi) on or off site training or (xii) other services more properly covered under a separate agreement or work order at the applicable hourly rate.

3. MESA TERM AND FEES

- 3.1 CUSTOMER is hereby renewing its MESA under the terms of this Addendum for the following MESA Term:
 3 Year MESA Term
- 3.2 The MESA Term shall begin on the Anniversary Date and continue until expiration of the MESA Term. The annual MESA fee is \$15,229.77.
- 3.3 CSC will invoice Customer annually prior to the Anniversary Date. For Year 1, CSC shall invoice Customer upon execution of this Addendum.
- 3.4 CSC reserves the right to immediately increase the MESA annual fee if Customer increases the number of workstations or licenses additional software.

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- 3.5 Customer acknowledges that at the end of the MESA Term, MESA can be renewed for an additional term equal to the term set forth in Section 3.1 at the rate in effect for the immediately preceding support year at the time of renewal subject to a maximum increase equal to the percentage increase in the Consumer Price Index for all Urban Consumers (Professional Services) ("CPI"), published by the United States Bureau of Labor Statistics.
- 3.6 All other terms and conditions of the "Agreement" as previously amended by the parties, remain unchanged and shall be in full force and effect.
- 3.7 The Agreement must comply with the applicable provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement. To the extent that the City does so budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

Note 1: CUSTOMER acknowledges that the above MESA fee reflects software licensed through April 1, 2013. Software licensed after April 1, 2013 will be subject to a supplementary invoice until the completion of the current renewal term.

CSC and CUSTOMER certify by their undersigned authorized agents that they have read this Addendum and the Agreement and agree to be bound by their terms and conditions.

CSC
Computer Sciences Corporation

Customer
City of Lawrence

By: _____
(Authorized Signature)
(in non-black ink, please)

Raghu Korrapati
(Name)

Director, Insurance
(Title)

(Execution Date)

By: _____
(Authorized Signature)
(in non-black ink, please)

(Name)

(Title)

(Execution Date)