



**AMENDMENT  
TO THE  
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT**

THIS AMENDMENT TO THE MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (“**Amendment**”) is effective as of the last date signed below (“**Amendment Effective Date**”) by Cognizant TriZetto Software Group, Inc., f/k/a TriZetto Corporation (“**Cognizant**”) and County of Santa Clara (“**Client**”). This Amendment is part of, and incorporated into, the Master Software License and Services Agreement between the Parties dated August 27, 2013, as amended (collectively the “**Agreement**”). To the extent that there is any inconsistency between this Amendment and the Agreement, this Amendment shall control provided, however, that in all instances the terms and conditions of the Delegation Agreement, Security Addendum and the HIPAA Business Associate Agreement shall control and take precedent. Client and Cognizant are collectively referred to as the “**Parties**.”

**RECITALS**

WHEREAS, Client purchased a Perpetual License for \*\*\*\*\* Members for TriZetto® QNXT™ Core and TriZetto® Communication System (“**TCS**”) under the Agreement;

WHEREAS Client desires to extended a Term License from Cognizant for the above Software to cover additional Members;

WHEREAS, the Parties entered into an Application Hosting Services Statement of Work to the Agreement (“**AHS SOW**”) setting forth certain AHS Services for the Cognizant licensed Software, subsequently replaced by the Amended and Restated Application Hosting Services Statement of Work dated September 1, 2018 (“**Restated AHS SOW**”), contracted separately between the Parties;

WHEREAS, the term for both the Restated AHS SOW and the Software Term Licenses referenced above will expire on May 31, 2024; and

WHEREAS, Client intends to terminate all Term Licenses effective midnight on December 30, 2024;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

**1. Definitions.** Capitalized terms not defined in this Exhibit will have the meaning set forth in the Agreement.

**1.1 “License Limit”** means the number of Software licenses on which Client’s fees are based and the measured use limit of the Software by Client under this amendment.

**1.2 “PMPM”** means per Member per month.

**1.3 “PMPY”** means per Member per year.

**2. Authority to Enter into Agreement.** Each party represents and warrants that as of the Amendment Effective Date: (a) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (b) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and (c) this Amendment has been duly executed and delivered by such party.



3. **Additional Licensed Software Members.** Effective June 1, 2024 and pursuant to the terms and conditions as set forth in the Agreement, as amended, Client and Cognizant agree to increase the membership limit of certain Software products by the additional Members ("**Additional Members**") as follows:

- a. the License Limit for TriZetto® QNXT™ Core Solution licensed by Client under License and Pricing Schedule #1 dated August 27, 2013, as amended, shall be increased by \*\*\*\*\* Additional Members for the Term set forth in Section 3.c. below, resulting in the total number of licenses increasing from \*\*\*\*\* total Members to a new limit of \*\*\*\*\* total Members, as specified in Table 3(c) to this Amendment.
- b. **Software License Grant for Additional Members.** Notwithstanding anything to the contrary in the Agreement, Cognizant hereby grants to Client a limited, non-exclusive, non-transferable license to use the licensed Software for the Additional Members, as defined in Section 3.a. above and as further set forth in Table 3(c) of this Amendment, in the United States (U.S.), for its internal business operations to administer healthcare benefits for its Members. Rights granted hereunder will be for the Term stated in Table 3(c) of this Amendment. All other terms and conditions applicable to the licensed Software set forth under the Agreement will apply to the Additional Members licensed under this Amendment.
- c. **Additional Fees.** Pursuant to the terms and conditions set forth in the Agreement, as amended, in addition to all other fees due and owing under the Agreement, Client agrees to pay additional fees for the Additional Members as set forth in Table 3(c) below, commencing on June 1, 2024.

Table 3(c) Additional Software Members			
Licensed Software	Additional Members License Limit	Term	License and Maintenance Services Fees (Monthly)
TriZetto® QNXT™ Core Solution	***** Additional Members	June 1, 2024 through December 30, 2024	*****
TriZetto® Communication System (“TCS”) *	(***** total Members)		**
TOTAL MONTHLY FEES			*****

**Note:** There are no fees associated with TCS. TCS is limited solely for use with the applicable integrated licensed Software ("**TCS Integrated Software**") and is licensed for the same term (perpetual or limited term basis) as such TCS Integrated Software. This license provides for use of TCS with one or more of TCS Integrated Software and may not be integrated with or used in connection with any other software or solution without Cognizant's prior written approval.

- d. **Payment of Monthly Fees for Additional Members.** The License and Maintenance Services Fees listed in Table 3(c) above will be invoiced on or about the first of each month during the term shown. The Total Monthly Fees are due and payable for each calendar month during the Term in accordance with the terms of the Agreement.
- e. **Incremental Licenses; Incremental PMPM Fees.** If Client exceeds the License Limits specified in Table 3(c), Client must pay the Incremental PMPM Fee for the applicable incremental Members in accordance with the terms of the Agreement. Incremental PMPM Fees are cumulative and are due in addition to Monthly Fees specified in Table 3(c) above and under the Agreement. Fees for Incremental Licenses are valid through December 30, 2024.

Table 3(e) Incremental PMPM Fee
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Incremental Term License Software (includes License and Maintenance fees)	TriZetto® QNXT™ Core Solution
Each Member Above ***** Members	*****

4. **Amendments to Restated AHS SOW.**

- a. As of the Amendment Effective Date, the term of the Restated AHS SOW is extended for seven (7) months, from June 1, 2024, through December 30, 2024 (the “**AHS Extended Term**”). The monthly fees for the AHS Extended Term are set forth in Table 5 below. Except as expressly amended herein, all other terms and conditions of the Restated AHS SOW will remain in full force and effect through the AHS Extended Term.

Table 5 AHS Services Fees			
Application Hosting Services	Quantity	Term	Monthly Fees
TriZetto® QNXT™ Core Solution TriZetto® Communication System Data Replication for Prod & PPMO	Up to ***** Members	From June 1, 2024 through December 30, 2024	*****

**Note:** Pricing for circuits remains unchanged and will continue to be billed separately.

- b. **Payment of Monthly Fees for AHS Services.** Commencing on June 1, 2024, Client will be invoiced monthly for the fees set forth in Table 5 above for each calendar month of the AHS Extended Term. Payment will be made in accordance with the Agreement and the Restated AHS SOW.

5. **Incremental AHS Services Fees.** Should the number of Members exceed the quantity described in Table 5 at any time during the AHS Extended Term, Client will be invoiced for the additional Members at the PMPM rates listed in Table 6 below. The Incremental PMPM Fees will be billed in addition to the Monthly Fees set forth above.

Table 6 - Incremental Fees for AHS Extended Term - PMPM	
Incremental AMS	Monthly Incremental Fee (PMPM)
***** *****	*****
***** *****	*****
***** *****	*****
***** *****	*****
***** *****	*****
***** *****	*****

6. **Levine Act Compliance.** Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement (“Subcontractors”) comply, with



California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

**7. Other Terms Unchanged.** Except as expressly amended herein, all other terms and conditions as set forth in the Agreement shall remain in full force and effect. The Agreement, as amended by this Amendment, shall remain and continue in full force and effect, and shall continue to be binding on the Parties hereto.

**To witness their understanding**, the Parties have caused their duly authorized representatives to sign this Amendment on their behalf as of the Amendment Effective Date.

**SIGNATURE PAGE TO FOLLOW**



**County of Santa Clara, DBA Valley Health Plan**

**Cognizant TriZetto Software Group, Inc.**

Susan Ellenberg  
President, Board of Supervisors

Date

Date \_\_\_\_\_

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

**Attest:**

Curtis Boone  
Acting Clerk of the Board of Supervisors

**Approved as to form and legality:**

Jennifer S. Sprinkles  
Lead Deputy County Counsel

Date