This Addendum is effective October 17, 2018 and is hereby made a part of and incorporated into the Master License Agreement No. 02-MJB-00174 and any Addendums to Agreement ("Agreement") by and between **Computer Sciences Corporation** ("CSC") and **Lexington-Fayette Urban County Government** ("CUSTOMER") located at 200 East Main Street, Lexington, KY 40507. 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.   CUSTOMER is hereby engaging CSC to provide RISKMASTER MESA under the terms of the "Agreement" in accordance with the following (the "Term"):

      o   1 Year MESA Term (July 1, 2018 to June 30, 2019)

2.   The annual fee per year is $29,911.30 USD.

3.   For Year 1, CSC shall invoice CUSTOMER upon the later of the commencement of the first annual term or the execution of this Addendum and, thereafter, annually at the commencement of each annual term. 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 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.

4.   CSC shall provide telephone and internet support, and/or technical assistance as defined in the "Agreement" ("Scope of Services") as set forth in the Agreement or Schedule of Charges, or as outlined below. Such support and assistance will be provided by telephone or internet at or from CSC's product center offices during the following hours: Monday through Friday 8:00 a.m. to 8:30 p.m., Eastern Time excluding CSC holidays.

      i.   The "Scope of Services" under this addendum shall be for telephone and internet support.

      ii. 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.

5.   CSC reserves the right to immediately increase the MESA annual fee if Customer increases the number of workstations and/or licenses additional software.

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.

Note 1: Authorized Location: 200 East Main Street, Lexington, KY 40507

Note 2: CUSTOMER acknowledges that the above MESA fee reflects only software licensed through July 1, 2018. Software licensed after July 1, 2018 will be subject to additional MESA and invoiced separately until the completion of the current renewal term.

Note 3: This maintenance amount reflects the license of and support of one (1) production database.

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   **Customer**

Computer Sciences Corporation   **Lexington-Fayette Urban County Government**

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

_____   _____
(Name)   (Name)

_____   _____
(Title)   (Title)

_____   _____
(Execution Date)   (Execution Date)