Transaction Document No. 004

This Transaction Document No. 004 ("Transaction Document") is effective June 1, 2025 ("Effective Date') and is by and between Computer Sciences Corporation, a wholly owned subsidiary of DXC Technology Company ("CSC" or "DXC") and City of Fort Lauderdale ("Customer") and is hereby made a part of and incorporated into the Easy Contract" Standard Term and Conditions Agreement No. 003051-2 ("Agreement") and any transaction documents, work orders, amendments and addenda to the Agreement by and between CSC and Customer. In the event that any provision of this Transaction Document and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Transaction Document 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 Assure Claims (formerly known as 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.

City of Fort Lauderdale 401 SE 21st Street, Fort Lauderdale, FL 33316

- 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, "System" shall mean Assure Claims. A System includes all materials related thereto supplied to Customer under this Transaction Document, 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.

Transaction Document No. 004

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, 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 Transaction Document for the following MESA Term:
 - 3 Year MESA Term (June 1, 2025 to May 31, 2028)
- 3.2 The annual MESA fee per year is \$ 37,735. With effect from June 1, 2026, and on each anniversary thereafter during the Term, the annual fee per year may be increased by the Inflation Factor, not to exceed a four percent (4%) increase, to account for cost-of-living adjustments. The "Inflation Factor" to be applied on a given date is equal to the percentage increase between the Consumer Price Index for all Urban Consumers as published by the United States Bureau of Labor Statistics ("CPI-U") for the month most recently published, and the value of the CPI-U for the corresponding month of the immediately previous year. CSC will invoice the Customer annually.
- 3.3 At the end of the Term, CSC reserves the right to adjust the annual fee, not to exceed 4% of current MESA fee based on factors such as feature enhancements which incur costs for usage, users count increases, or increased

Transaction Document No. 004

- operational costs. CSC will communicate any Price Increase in writing to the Customer at least 90 days prior to the effective date/renewal date.
- 3.4 CSC reserves the right to immediately increase the MESA annual fee if Customer increases the number of workstations or licenses additional software. Customer currently has thirty-five (35) Named users and one (1) Designer use license.
- 3.5 Customer acknowledges that at the end of the MESA Term, subject to mutual agreement MESA can be renewed for an additional 3-year term at the rate in effect for the immediately preceding support year at the time of renewal.
- 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.
- Note 1: Customer acknowledges that the above MESA fee reflects software licensed through June 1, 2025. Software licensed after June 1, 2025 will be subject to a supplementary invoice until the completion of the current renewal term.
- Note 2: Customer will pay all reasonable travel-related expenses incurred by employees of CSC in connection with this project. Customer will pay one-way travel time for CSC personnel in fulfilling time and material tasks at the hourly rate of \$ 178 per person hour. Travel-related-expenses must be approved in advance by the City.
- Note3: In the event Customer requires purchase orders, a copy must be provided at the time the contract is executed in order to include the associated purchase order number on each Customer invoice.
- Note 4: In the event Customer is tax exempt, a copy of Customer tax exemption certificate may be required to ensure that taxes are not applied to certain services.
- 4. ANTI-HUMAN TRAFFICKING. As a condition precedent to the effectiveness of this Agreement, Contractor shall provide City with an affidavit signed by an officer or a representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.
- 5. <u>Amended Provisions.</u> The parties hereby agree to the following amendments to Addendum No. 10 and Addendum No. 11 respectively:
 - a. The parties entered into Addendum No. 10, pursuant to the Standard Framework Agreement, with an effective date of August 9, 2024. Addendum No 10's title and reference is hereby amended to reflect the proper name and shall be referred to as Transaction Document No. 2.
 - b. The parties entered into Addendum No. 11 pursuant to the Standard Framework Agreement, with an effective date of August 9, 2024. Addendum No 11's title and reference is hereby amended to reflect the proper name and shall be referred to as Transaction Document No. 3.

[Remainder of Page Intestinally Left Blank]

Transaction Document No. 004

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

ATTEST:	CITY OF FORT LAUDERDALE
David R. Soloman, City Clerk	By:Rickelle Williams, City Manager
	day of , 2025
	Approved as to form: D'Wayne M. Spence, Interim City Attorney
	By: Eric W. Abend Senior Assistant City Attorney
WITNESSES:	COMPUTER SCIENCES CORPORATION, A DXC TECHNOLOGY COMPANY subsidiary
Signature	By: Joseph Benson, Claims General Manager
Print Name	
Signature	(CORPORATE SEAL)
Print Name	
STATE OF	: :
	l before me by means of □ physical presence or □ online notarization,, 2025, by Joseph Benson as Claims General Manager for ON, A DXC TECHNOLOGY COMPANY, a Nevada corporation f Florida.
(SEAL)	(Signature of Notary Public, State of
	(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally KnownOR Produced Ide Type of Identification Produced	