

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3 _____ and is between SHI International Corp, a New Jersey corporation
4 ("Contractor"), and the County of Fresno, a political subdivision of the State of California
5 ("County").

6 **Recitals**

7 A. On January 23, 2024, the County and the Contractor entered into Agreement No. A-24-
8 049 ("Agreement"), for CrowdStrike's cybersecurity software products and services.

9 B. Following the execution of the Agreement, the County identified additional software
10 products and services that are needed for cybersecurity protection.

11 C. The County and the Contractor now desire to amend the Agreement to update Exhibit A
12 to include additional software products, to increase the maximum compensation to account for
13 these additional items, and to delegate authority to the County's Director of Information
14 Technology/Chief Information Officer to add additional CrowdStrike software products, and
15 services in the future to mitigate cybersecurity threats effective June 10, 2025.

16 The parties therefore agree as follows:

17 1. Section 3.1 of the Agreement located at page 2, line 13 through line 17 is deleted in its
18 entirety and replaced with the following:

19 "The County agrees to pay, and the Contractor agrees to receive, compensation
20 for the performance of its services under this Agreement as described in Exhibit
21 A. The maximum compensation payable to the Contractor under this Agreement
22 is \$3,436,613 for the five-year term for the CrowdStrike software products and
23 services as listed in Exhibit A."

24 2. Section 3.3 "Invoices" of the Agreement, located on page 2, line 25 through line 28 and
25 page 3, line 1 through line 2 is deleted in its entirety and replaced with the following:

26 **"Invoices.** The Contractor shall submit monthly invoices referencing the provided
27 agreement number to the County of Fresno, Information Technology Services
28 Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612,

1 itsdbusinessoffice@fresnocountyca.gov. The Contractor shall submit each
2 invoice within 60 days after the month in which the Contractor performs services
3 and in any case within 60 days after the end of the term or termination of this
4 Agreement.”

5 3. Section 12.11 “Entire Agreement” located at page 10, line 27 through 28 and page 11,
6 line 1 through 6 is deleted and replaced with the following:

7 “This Agreement constitutes the entire Agreement between the Contractor and
8 the County with respect to the subject matter hereof and supersedes all previous
9 Agreement negotiations, proposals, commitments, writings, advertisements,
10 publications, and understandings of any nature whatsoever unless expressly
11 included in this Agreement. In the event of any inconsistency in interpreting the
12 documents which constitute this Agreement, the inconsistency shall be resolved
13 by giving precedence in the following order of priority: (1) the text of this
14 Amendment No. 1 including Exhibit A; (2) the Agreement [including Exhibits A
15 through D]; and (3) Exhibits A through Z.”

16 4. Exhibit A “Scope of Services” of the Agreement is located on page A-1 is deleted in its
17 entirety and replaced with the attached Exhibit A and is hereto incorporated by this reference.

18 5. When both parties have signed this Amendment No. 1, the Agreement and this
19 Amendment No. 1 together constitute the Agreement.

20 6. The Contractor represents and warrants to the County that:

- 21 a. The Contractor is duly authorized and empowered to sign and perform its obligations
22 under this Amendment No. 1.
- 23 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
24 authorized to do so and his or her signature on this Amendment No. 1 legally binds
25 the Contractor to the terms of this Amendment No. 1.

26 7. The parties agree that this Amendment No. 1 may be executed by electronic signature
27 as provided in this section.

- 1 a. An “electronic signature” means any symbol or process intended by an individual
2 signing this Amendment No. 1 to represent their signature, including but not limited
3 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
4 (3) an electronically scanned and transmitted (for example by PDF document)
5 version of an original handwritten signature.
- 6 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
7 equivalent to a valid original handwritten signature of the person signing this
8 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
9 any administrative or judicial proceeding, and (2) has the same force and effect as
10 the valid original handwritten signature of that person.
- 11 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
12 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
13 2, Title 2.5, beginning with section 1633.1).
- 14 d. Each party using a digital signature represents that it has undertaken and satisfied
15 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
16 through (5), and agrees that each other party may rely upon that representation.
- 17 e. This Amendment No. 1 is not conditioned upon the parties conducting the
18 transactions under it by electronic means and either party may sign this Amendment
19 No. 1 with an original handwritten signature.
- 20 8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
21 all of which together constitute this Amendment No. 1.
- 22 9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
23 provisions of the Agreement not amended by this Amendment No. 1 remain in full force and
24 effect.

25 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 SHI INTERNATIONAL CORP

COUNTY OF FRESNO

4 Kristina Mann

5 Kristina Mann (May 21, 2025 12:50 EDT)

6 Kristina Mann, Director – Contracts

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

7 290 Davidson Ave
8 Somerset, NJ 08873

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 By: _____
11 Deputy

12 For accounting use only:

13 Org No.: 8905
14 Account No.: 7309
Fund No.: 1020
15 Subclass No.: 10000
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Exhibit A

The Contractor shall be compensated for CrowdStrike software products and services. Due to the steadfast evolution of cyber threats and increasing sophistication of attack techniques, the Director of Information Technology/Chief Information Officer (Director) requires the authority to acquire real-time endpoint protection to secure critical infrastructure and sensitive County data in a timely manner through the acquisition of new CrowdStrike products. Upon approval of the Amendment, the Director, or their designee, shall sign the provided change order documentation and/or memo which shall include new product details and pricing information. The Contractor is not entitled to any compensation except as detailed in this Exhibit A or as detailed in any subsequent change order documentation and/or memo signed by the Director and is subject to the maximum compensation of the Agreement.

Newly Added Products & Buffer

Effective June 10, 2025

Product Name	SKU	Quantity	Annual Cost
Falcon Next-Gen SIEM (GB/day)	CS.NGSIEMG.SOLN	200	\$85,054.00
Falcon Next-Gen SIEM 180 Day Retention (Qty=GB)	CS.NGSIEM180D.SOLN	210	\$11,115.30
Falcon Exposure Management Upgrade	CS.EXPOMANUP.SOLN	8300	\$80,340.00
Essential Support (Exposure Management)	RR.HOS.ENT.ESTL	1	\$9,201.68
Total			\$185,710.98
20% Buffer for Potential Future Software Products, and/or Services			\$572,769.08

Products added at the request of the Director after June 10, 2025 shall have their own license term effective upon execution and are subject to the maximum compensation of the Agreement.

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Exhibit A

Existing Products

Product Name	SKU	Quantity	Annual Cost
Falcon Endpoint Protection Premium Flexible Bundle Tier 10	CS.EPPPRE.SOLN.T10	8300	\$140,104.00
Prevent, Discover, and Insight Software	CS.PREVENT.SOLN.T10, CS.DISC.SOLN.T10, CS.INSIGHT.SOLN.T10	8300	\$0.00
Threat Graph Standard	CS.TG.STD	7700	\$54,747.00
Essential Support	RR.HOS.ENT.ESTL	1	\$43,038.44
CrowdStrike Falcon Intelligence Bundle Promo Tier 10	CS.INTELBP.SOLN.T10	8300	\$48,970.00
Server Threat Graph Standard	CS.TG.STD.HPS	600	\$13,416.00
University LMS Subscription Customer Access Pass	RR.PSO.ENT.PASS	20	\$0.00
Falcon Identity Threat	CS.IDTD.SOLN	7500	\$66,225.00
Falcon Device Control Tier 10	CS.DEVICE.SOLN.T10	8300	\$34,611.00
Total			\$401,111.44