FRESNO COUNCIL OF GOVERNMENTS
AMENDMENT IV TO AGREEMENT FOR CONTRACTOR SERVICES

This Amendment to Agreement (hereinafter "Amendment IV") amends that certain agreement (hereinafter "Agreement") entered into December 14, 2017, by and between the FRESNO COUNCIL OF GOVERNMENTS, a joint powers Public Agency (hereinafter "FCOG"), and California State University, Fresno Foundation, (hereafter "CONTRACTOR") whereby CONTRACTOR agreed to provide professional services. FCOG and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals

A. An amendment to Agreement is necessary to provide for changes.
B. CONTRACTOR has submitted Formal Request for Board Authorization to Release Fresno COG's Ownership Interest, If Any, in the iVoxera Technology, dated August 31, 2026.
C. In the course of their work at the Fresno State Transportation Institute, Dr. Aly Tawfik, Pratham Aggarwal, and Kiran Nair (collectively, the "Inventors") developed an autonomous AI phone interviewing system known as "iVoxera" (the "Technology");

Amendment IV

In consideration for their mutual promises, the parties hereto agree as follows:

1. The existing **SECTION V. RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS** shall be deleted in its entirety and replaced with the following:

V. RIGHT TO PUBLISH/OWNERSHIP OF MATERIALS

A. Ownership
FCOG shall be the owner of all materials produced pursuant to this Agreement upon completion and full performance of this Agreement by CONTRACTOR and shall have the right to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared by CONTRACTOR under this Agreement. CONTRACTOR shall not be liable for misuse or modification beyond their control by FCOG of materials produced pursuant to this agreement. CONTRACTOR and California State University, Fresno shall each have a perpetual, cost-free, worldwide license to utilize and publish all materials produced pursuant to this Agreement.

B. Release, Waiver, and Quitclaim of Ownership Interest. Notwithstanding Section A. of this division or any other provision thereof, FCOG hereby releases, waives, and forever disclaims any and all right, title, and interest, whether now existing or hereafter arising, that it may hold or claim to hold in or to the iVoxera Technology, including without limitation any copyright, patent, trade secret, or other intellectual property or proprietary right therein, and including any right, title, or interest in and to any patent applications, patents, or other intellectual property protection sought or obtained with

respect to the iVoxera Technology by the Inventors, California State University, Fresno, and/or the Foundation. To the extent that, notwithstanding the foregoing release and waiver, FCOG is determined to hold or to have held any such right, title, or interest, FCOG hereby irrevocably grants, conveys, transfers, and quitclaims any and all such right, title, and interest to the legal owner of the iVoxera Technology in the absence of any claim of ownership by FCOG, without any representation or warranty of any kind, including without limitation any warranty of ownership, validity, or non-infringement. It is the intent of the Parties that this Section operate both as a complete release of any claim FCOG may have and, in the alternative, as a complete assignment of any interest FCOG may hold, so as to vest clear and unencumbered title in the legal owner of the iVoxera Technology.

C. Retained License for Public Use.
In consideration of the release set forth in Section 1, the Foundation, on behalf of itself, California State University, Fresno, and the Inventors, hereby grants to FCOG, for the benefit of its member jurisdictions, and to the California Highway Patrol ("CHP"), a perpetual, irrevocable, royalty-free, non-exclusive, and non-transferable license (the "License") to use the iVoxera Technology for their own internal governmental purposes. This License does not include the right to sublicense, distribute, modify, reverse-engineer, or commercialize the iVoxera Technology, and does not include any right to the underlying source code except as the Foundation may separately agree in writing to provide.

D. Allocation of Third-Party and Operating Costs. The License granted in Section 2 is royalty-free as to the Foundation, California State University, Fresno, and the Inventors, and no license fee, royalty, or similar charge shall be payable by FCOG, its member jurisdictions, or CHP for the right to use the Technology. Notwithstanding the foregoing, FCOG, its member jurisdictions, and CHP shall be solely responsible for any and all third-party or operating costs associated with their use of the Technology, including without limitation telecommunications charges, cloud hosting fees, artificial intelligence or API usage costs, and other similar third-party expenses. Neither the Foundation, California State University, Fresno, nor the Inventors shall have any obligation to fund, advance, reimburse, or otherwise absorb any such costs.

E. No Effect on Other Materials. Nothing in this Amendment shall be construed to waive, release, or otherwise affect FCOG's ownership interest, if any, under Section V of the Agreement in any materials other than the Technology, including but not limited to reports, data, studies, and other work product produced pursuant to the Agreement.

2. This Amendment IV shall become effective December 1, 2026 (hereinafter "Effective Date").

3. Upon the Effective Date, the Agreement, as previously amended, and this Amendment IV, shall together constitute the Agreement.

4. Unless expressly modified by the terms of this Amendment IV, all terms of the Agreement remain in full force and effect.

5. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment IV, and that the individual signing this Amendment IV on behalf of such Party has been duly authorized to execute this Amendment IV on behalf of such Party, and will, by signing this Amendment IV on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment IV. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment IV in order for such Party to authorize, enter into, and perform its obligations under this Amendment IV, or that if such approval or consent to this Amendment IV is required, that such approval or consent has been obtained.

FRESNO COUNCIL OF GOVERNMENTS

By _____
PAUL HERMAN, Interim Executive Director

CALIFORNIA STAE UNIVERSITY, FRESNO FOUNDATION

By _____
JASON A. BUSH, Ph D., AVP Research and Sponsored Programs

By _____
NICOLE LANE, Executive Director Auxiliary Services

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FCOG:
DOUGLAS T. SLOAN, County Counsel

By Mary Doidge E-Signed by Mary Doidge on October 27, 2026
Mary Doidge, Senior Deputy County Counsel