

**THIRD AMENDMENT TO THE AGREEMENT  
WITH STELLENT, INC.**

THIS THIRD AMENDMENT TO AN AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and STELLENT, INC., hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the parties entered into an Agreement on January 25, 2002, for maintenance and software support services; and

WHEREAS, on January 15, 2003, a First Amendment was entered into for upgrading of software and renewal of the software support services; and

WHEREAS, on July 15, 2003, a Second Amendment was entered into to purchase additional software, licenses and professional services; and

WHEREAS, the parties now wish to further amend the Agreement to add maintenance and support services and extend the term of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Section 2: **Contract Term** is hereby amended to read as follows:

The term of this Agreement shall be from 01/01/02 to **12/31/04** unless terminated earlier by the County.

2. Section 3: **Payments** is hereby amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits and Attachments hereto, County shall make payment to Contractor in the manner and amount specified in the Exhibits and Attachments. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. In no event shall total payment under this Agreement exceed **\$160,167.**

**One Hundred Sixty Thousand One Hundred and Sixty Seven Dollars.**

3. Exhibit A1 Revised 05/03 –

**I. Description of Services to be Performed by the Contractor** is hereby amended to read as follows:

This is an Agreement with Stellent, Inc. to provide the following:

- Purchase software and licenses in the amount of \$63,903 plus taxes in the amount of \$5,271, as described in Attachment F
- Professional services in the amount of \$46,494
- Estimated travel expenses \$10,500
- **Maintenance and Support Services for \$7,899 as described in Exhibit G**

**II. Other Exhibits** is hereby amended to read as follows:

The following attachments are attached hereto and incorporated by reference therein:

Attachment A: Standard Maintenance and Support Program

Attachment A1: Technical Services and Cost Estimate

Attachment C: Equal Benefits Compliance Form

Attachment D: Waiver Request of Equal Benefits

Attachment E: Technical Services Agreement (SOW for Professional Services)

Attachment F: Price for Software Purchase

**Attachment G: Support Renewal Quote – New Material**

5. All other terms and conditions of the Agreement dated January 25, 2002, and subsequent Amendments between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

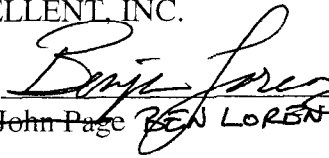
By: \_\_\_\_\_  
Mark Church, President  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

STELLENT INC.

By:   
~~John Page~~ BEN LORENZ

Date: 12/11/2003

# STELLENT™

BUSINESS CONTENT MANAGEMENT

## STANDARD MAINTENANCE AND SUPPORT PROGRAM

1. If Licensee has subscribed to and paid for standard product maintenance, Licensor will maintain the licensed computer software in an operable condition according to the specifications contained in the Documentation and will make available to Licensee all generally incorporated improvements and enhancements prepared by Licensor, and otherwise maintain the licensed computer software in accordance with Licensor's standard product maintenance procedures.
2. Unless Licensee elects not to receive standard product maintenance or elects support on a time and materials basis only, standard product maintenance shall commence upon delivery of the Software and payment of the Annual Standard Maintenance Fee and shall continue in effect for a period of one (1) year ("the Initial Term"). Standard product maintenance may be continued for successive one (1) year periods (each of which shall be a "Renewal Term") as provided below.
3. The annual fee for the Initial Term shall be set forth in the purchase order ("the Annual Standard Maintenance Fee"). The Annual Standard Maintenance Fee shall be payable by Licensee in full, in advance of the Initial Term and any Renewal Term. The Annual Standard Maintenance Fee shall be subject to annual adjustment by Licensor.
4. The Annual Standard Maintenance Fee shall cover 1) routine "bug fixes", 2) troubleshooting, advice and assistance in the form of telephone or e-mail support; and 3) modifications, enhancements, and updates of the licensed computer software; as Licensor, at its option, may elect to offer its Licensees. The Annual Standard Maintenance Fee shall not entitle Licensee to receive any modifications or updates of the Licensed Program, which are requested by Licensee to further enhance the licensed computer software or other customization that may be provided for under separate agreement by Licensor.
5. Stellent will provide a telephone number and e-mail address in effect Monday through Friday 8AM to 5PM local time. Local time means the time zone pertaining to the requesting customer location. Stellent will provide support as needed to evaluate and assist in the resolution of problems related to the Customer's use of the product. An individual Customer call may be limited to one (1) hour in duration. Response time for a Customer is two (2) hours from the time of the initial contact with Stellent.
6. Sixty (60) days prior to the end of the Initial Term or any Renewal Term, Stellent shall send Customer an invoice for the next year's standard product maintenance and ongoing support services. Upon receipt of such invoice, Customer shall have a period of thirty (30) days in which to advise Stellent in writing that Customer wishes to terminate annual standard product maintenance and support. If no such notice is received by Stellent within the thirty (30) day period, then standard product maintenance and support shall automatically renew for an additional one (1) year period. Stellent may terminate annual standard product maintenance and support by providing written notice to Customer six (6) months in advance of the end of the Initial Term or any Renewal Term. Upon expiration or termination of standard product maintenance and support, Stellent shall have no further obligation to provide further standard product maintenance and support Customer. All standard product maintenance and support payments are non-refundable.
7. Customer may reactivate standard product maintenance and support, with the prior written consent of Stellent, at anytime after its expiration as provided above, by payment to Stellent of the Annual Standard Maintenance Fee then in effect. Stellent may at its discretion, refuse to allow such reactivation of product support or charge a reactivation fee.
8. Stellent shall publish from time to time its regular charges for special training, software development, and other services not covered under its product support and maintenance programs. Customer may request that Stellent provide such special services and agrees to pay Stellent its regular published rates for any such services requested and provided by Stellent plus reasonable travel, accommodations and living expenses. A separate technical services agreement will be required to cover such additional services.

# STELLENT™

BUSINESS CONTENT MANAGEMENT

## Support Renewal Invoice

**Sold To**

County of San Matco  
Kathryn Ciamarro  
400 Harbor Blvd  
Building C  
Belmont, CA 94002  
USA

**Invoice Date:** 26-Nov-03

**Invoice No.:** Dec03sr31

**Customer ID:** County of

**Sales Rep:** Lorenz

**Ship VIA:** N/A

**Terms:** Due Upon Receipt

Product	Description	Qty.	Your Price	Extended Price
Maintenance	Stellent Support and Maintenance per attached co-term schedule	1	\$7,899.00	\$7,899.00

<b>Remit To:</b> Stellent Sales, Inc 7777 Golden Triangle Drive Eden Prairie, MN 55344	<b>SubTotal :</b>	<b>\$7,899.00</b>
	<b>Tax :</b>	<b>\$0.0</b>
	<b>Total :</b>	<b>\$7,899.00</b>

Product	Description	Qty	Purchase Date	ExpireDate	PriceEach	PriceExtended	MonthlyPrice	Months to July 31, 2004	Extended
CS50-V-P	Stellent Content Server 50 - Primary	1	18-Dec-97	31-Dec-03	\$6,500.00	\$6,500.00	\$541.67	7	\$3,791.67
PDFC-P	Stellent PDF Converter Primary	1	18-Dec-97	31-Dec-03	\$0.00	\$0.00	\$0.00	7	\$0.00
DESK	Stellent Desktop	1	18-Dec-97	31-Dec-03	\$39.80	\$39.80	\$3.32	7	\$24.00
CS50-V-A	Stellent Content Server 50 - Add-on	1	30-Jul-03	31-Jul-04	\$7,000.00	\$7,000.00	\$583.33	0	\$0.00
LG-WK25	Stellent Legacy Workgroup 25	1	30-Jul-03	31-Jul-04	\$1,155.00	\$1,155.00	\$96.25	0	\$0.00
LG-WK25	Stellent Legacy Workgroup 25	1	30-Jul-03	31-Jul-04	\$1,155.00	\$1,155.00	\$96.25	0	\$0.00
PDFT-A	Stellent TIFF Conversion - Add-on	1	30-Jul-03	31-Jul-04	\$700.00	\$700.00	\$58.33	0	\$0.00
PDFT-P	Stellent TIFF Conversion - Primary	1	30-Jul-03	31-Jul-04	\$1,400.00	\$1,400.00	\$116.67	0	\$0.00
WCM50-P	Stellent Web Content Manager 50 - Primary	1	20-Aug-03	31-Aug-03	\$7,000.00	\$7,000.00	\$583.33	7	\$4,083.33

**Total Annual Support Cost: \$24,949.80**

**Cost to Co-Terminate: \$7,899.00**