

## **SUPPLEMENTAL SOFTWARE AND SERVICES AGREEMENT #2 – ADT SOFTWARE LICENSE AND FEES**

This Supplemental Software and Services Agreement (hereinafter referred to as the “Supplement”) is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter referred to as the “Supplemental Software and Services Agreement Date”) between Picis, Inc., having its principal office at 100 Quannapowitt Parkway, Suite 405, Wakefield, MA 01880 (hereinafter referred to as “Licensor”) and the County of San Mateo and San Mateo Medical Center having its principal office at 400 County Center, Redwood City, CA 94063 and 222 West 39<sup>th</sup> Avenue, San Mateo, CA 94403 (hereinafter referred to collectively as “Licensee”), and is a supplement to the License and Services Agreement by and between Licensor and Licensee dated as of the 6th day of December, 2005 (hereinafter referred to as the “Agreement”).

**WHEREAS**, Licensor is the manufacturer of certain Software Programs listed on Schedule A - #2 – ADT Software License and Fees hereto and Licensee desires to license such Software Programs from Licensor;

**WHEREAS**, pursuant to Government Code Section 31000, Licensee may contract with independent contractors for the furnishing of Services to or four Licensee or any department thereof;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. The license and use of the Software Programs indicated on Schedule A - #2 – ADT Software License and Fees as being purchased hereunder shall be governed by and subject to the terms and conditions of the Agreement. This Supplement is hereby made part of and incorporated into the Agreement by this reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.
2. **Payment Terms.** Licensee agrees to pay Licensor the License Fee and Implementation Services Fee as follows: fifty (50%) percent on signing of the Supplemental Software and Services Agreement, and fifty (50%) on Go-Live. All invoices submitted to Licensee are due and payable to Licensor within 35 days of the invoice date.
3. **Maintenance Term.** The Maintenance Term for the Software Programs licensed under this Supplemental Software and Services Agreement shall commence upon Go-Live (the “Initial Maintenance Term”).
4. **Designated Facility/Facilities.** The Designated Facility/Facilities shall be the San Mateo Medical Center.
5. **Maximum Costs.** The maximum costs to Licensee for all Licensor Software Programs and Services provided under this Supplement, including all Exhibits, Supplements, and Schedules shall not exceed \$16,500 unless mutually agreed to in writing by the parties and shall increase the not-to-exceed amount under the Agreement by \$16,500. The parties will mutually determine, on a case-by-case basis, whether any future amendments will increase the cap or not change the cap set forth herein.
6. **Licensee Billing Address:**  
  
County of San Mateo  
Information Services Department  
455 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063
7. The Software Programs shall be delivered by electronic download.
8. In the event of any discrepancy between the terms of this Supplemental Software and Services Agreement and the terms of the Agreement, the terms of the Agreement shall apply.

**IN WITNESS WHEREOF**, the terms and conditions of this Supplemental Software and Services Agreement are accepted and agreed to by Licensor and Licensee and the parties have caused this Supplemental Software and Services Agreement to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this Supplemental Software and Services Agreement on the behalf of the party that they represent.

**LICENSOR:** Picis, Inc.

**LICENSEE:** County of San Mateo

**Signature**

**Signature**

R. Scott Lentz  
**Printed Name**

**Printed Name**

**Title**

**Title**

**Date**

**"Effective Date"**

Schedule A - #2 – ADT Software License and Fees – Pricing

**SCHEDULE A to Supplemental Software and Services Agreement - #2 – ADT Software License and Fees**

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<b>Software Programs</b>	<b>Fees</b>
<b>ADT HL7 Link for Demographic Data – Outbound (SKU # 2415)</b>	<u>\$10,000</u>
<b>Software License Fees:</b>	<b>\$10,000</b>
Discount 42%:	<u>(\$4,200)</u>
<b>Total Software Fees:</b>	<b>\$5,800</b>
<b>Fixed Implementation Service Fees Total:</b>	<b><u>\$3,000</u></b>
<b>Total:</b>	<b><u>\$8,800</u></b>
<b>Annual Maintenance Fees:</b>	<b>\$1,500</b>

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Annual ED Census: 30,000

**Interfaces:** All interfaces are as per Picis standard specifications.