

SUPPLEMENTAL SOFTWARE AND SERVICES AGREEMENT # 4 – END USER TRAINING

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 39th 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 - #4 – End User Training 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 - #4 – End User Training 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.** The estimated End-User Training Fees and Travel Expenses shall be paid as incurred and invoiced on a monthly basis. All invoices submitted to Licensee are due and payable to Licensor within 35 days of the invoice date.
3. **Designated Facility/Facilities.** The Designated Facility/Facilities shall be the San Mateo Medical Center. .
4. **Licensee Billing Address:**

County of San Mateo
Information Services Department
455 County Center, 3rd Floor
Redwood City, CA 94063
5. **Maximum Cost.** 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 \$15,000 unless mutually agreed by the parties and shall increase the not-to-exceed amount under the Agreement by \$15,000. 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. 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

CFO

Title

Title

Date

"Effective Date"

The following Schedule are made part of this Supplemental Software and Services Agreement and incorporated herein.

Schedule A - #4- End User Training Schedule

SCHEDULE A to Supplemental Software and Services Agreement - #4 – End User Training Schedule

<insert estimate>

Estimated Costs
Training and Go Live Support

Super User Training

Days	Implementation Coordinator	Nurses	Trainers	No. of Hours	Hourly Rate	Estimated Cost
1				8	\$100.00	\$0.00
1				8	\$125.00	\$0.00
1				8	\$100.00	\$0.00
Total Estimated Super User Training Costs						\$0.00

End User Training

Days	Implementation Coordinator	Nurses	Trainers	No. of Hours	Hourly Rate	Estimated Cost
4				10	\$100.00	\$0.00
4		1		10	\$125.00	\$5,000.00
4			1	10	\$100.00	\$4,000.00
Total Estimated Training Costs						\$9,000.00

Go Live Support

Hours	Days	Implementation Coordinator	Nurses	Trainers	No. of Hours	Hourly Rate	Estimated Cost
7:00a - 7:00p		1			12	\$100.00	\$0.00
7:00a - 7:00p			1		12	\$125.00	\$0.00
7:00a - 7:00p				1	12	\$100.00	\$0.00
11:00a - 7:00p		1			7	\$100.00	\$0.00
7:00p - 11:00p		1			5	\$115.00	\$0.00
11:00a - 7:00p			1		7	\$125.00	\$0.00
7:00p - 11:00p			1		5	\$145.00	\$0.00
11:00a - 7:00p				1	7	\$100.00	\$0.00
7:00p - 11:00p				1	5	\$115.00	\$0.00
7:00p - 7:00a		1			12	\$115.00	\$0.00
7:00p - 7:00a			1		12	\$145.00	\$0.00
7:00p - 7:00a				1	12	\$115.00	\$0.00
Total Estimated Go Live Support Costs							\$0.00

Summary

Super User Training	\$0.00
End User Training	\$9,000.00
Go Live Support	\$0.00
Total Estimated Costs	\$9,000.00

NOTES:

All information presented are estimates
 Estimate does not include out-of-pocket expenses.