

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SYNTELLECT, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SYNTELLECT, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for providing software support and maintenance services for the Vista Framework as well as professional services as needed for system modifications and enhancements on August 1, 2007; and

WHEREAS, the parties wish to amend the Agreement to add ONE-HUNDRED NINETY-SIX THOUSAND NINE-HUNDRED FORTY-EIGHT DOLLARS (\$196,948), for a new not to exceed amount of THREE-HUNDRED TWENTY-THREE THOUSAND ONE-HUNDRED THIRTY-TWO DOLLARS (\$323,132).

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

1. Section 3 of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE-HUNDRED TWENTY-THREE THOUSAND ONE-HUNDRED THIRTY-TWO DOLLARS (\$323,132).**

2. Original Exhibit A is amended to add the following items after item 3):

4) Professional services including Design Services, Integration Services, Voice Services, and Education Services.

5) Thirty (30) Interaction Type Seat licenses for iTypes including: Interaction Handling, Inbound Voice licenses, Outbound Voice licenses, Voice Mail licenses, Interaction

Monitoring licenses, Report Manager licenses, Interaction History licenses, Queued Interaction Manager licenses, Port licenses, one (1) Switch Link license, one (1) Event Publisher license, and one (1) Switchlink Voice Interface license.

6) Hardware to include one (1) 48-Port NMS CG6060-2T1/E1 1600 MIPS card and two (2) AI-Logic NGX 2400- 24 port digital line tapping boards.

7) Maintenance shall include a one-year Premium Service Level Agreement, which includes 24-hour-a-day, 7-days-a-week hardware maintenance support with priority routing and premier Service Level Agreement (SLA).

3. Original Exhibit B is amended to replace the language "In no event shall the total agreement amount exceed \$126,184" with the following items and language:

SOFTWARE:	\$60,988
PROFESSIONAL SERVICES	\$49,132
TRAINING	\$6,560
HARDWARE	\$14,280
MAINTENANCE	\$15,988
CONTINGENCY PROFESSIONAL SERVICES	\$50,000
TOTAL NEW SERVICES/PRODUCTS UNDER AMENDMENT	\$196,948

In no event shall the total Agreement amount exceed THREE-HUNDRED TWENTY-THREE THOUSAND ONE-HUNDRED THIRTY-TWO DOLLARS (\$323,132).

4. All other terms and conditions of the agreement dated August 1, 2007, 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: _____
Adrienne Tissier, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SYNTELLECT

• Anguella
Contractor's Signature

Date: 10/29/08