

**EPIC SYSTEMS CORPORATION  
AMENDMENT TO LICENSE**

This Amendment to License (“Amendment”) is entered into by and between Epic Systems Corporation (“Epic”) and San Bernardino County, a political subdivision of the State of California (“You”).

**BACKGROUND**

Epic and You entered into a License and Support Agreement, dated August 6, 2019, which has since been amended (as amended, the “Agreement”), including pursuant to that certain Amendment to License dated October 5, 2021, by and between Epic and You (“October 2021 Amendment”).

Epic and You would like to amend the Agreement as set forth below to add Hello World SMS and an Interface Unit as Items of Program Property licensed under the Agreement, add maintenance fees for Cheers Call Management, and add estimated implementation costs to the Agreement to accommodate changes to implementation scope.

**AMENDMENT**

In consideration of the mutual covenants below and in the Agreement, Epic and You agree as follows:

All capitalized terms used in this Amendment and not defined in this Amendment but defined in the Agreement will have the meanings assigned to such terms in the Agreement.

- 1. Addition of Program Property.** The Agreement is amended by adding the following Items of Program Property to Exhibit 1 of the Agreement, subject to the terms and conditions stated in this Amendment and in the Agreement:

| Program Property   | License Fee (US\$) | Initial Monthly Maint. Fee (US\$) | Comments  |
|--|--------------------|-----------------------------------|---|
| Hello World SMS (f/k/a Epic SMS, SMS Channel Management, and Two-Way Engine) |                    |                                   | Subscription Item.<br><br>Hello World SMS is enabled by Nebula Cloud Platform (f/k/a Cloud Foundation), which You have already licensed pursuant to the October 2021 Amendment. Your use of Hello World SMS and any other product or feature that runs on, uses, or is enabled by Nebula Cloud Platform is subject to the then-current Nebula Cloud Platform Legal Terms, as updated by Epic from time to time, available at: |
| Cheers Call Management (f/k/a CRM Call Management)                           | Licensed           |                                   | Enterprise Item.  |

|                                 |  |  |  |
|---------------------------------|--|--|--|
| Prepurchase of 1 Interface Unit |  |  |  |
|                                 |  |  |  |
| <u>Limitations:</u>             |  |  |  |
|                                 |  |  |  |

2. **License and Maintenance Fees.**

3. **Volume Definitions.** Exhibit 1 of the Agreement is amended to add the following definitions

4. **Addition of Estimated Implementation and Travel Fees.** The Agreement is amended by increasing the estimated costs in Exhibit 1 for Epic implementation services to accommodate changes to your implementation scope. The estimated costs listed below assume the Implementation Estimate dated September 8, 2022, Hello World SMS pricing document dated March 21, 2023, and the Pre-purchase Interface/Connector Unit purchase order dated April 20, 2023. Fees listed in this Section 4 will be due and payable, based on actual work performed, as provided in the Agreement.

| Area*                | Description of Additional Cost | Additional Amount |
|----------------------|--------------------------------|-------------------|
| Implementation Costs |                                |                   |
| Travel Expenses      |                                |                   |
| Estimated Total      |                                | \$111,550         |

\*All amounts in the above tables are estimates.

5. **Survival.** Terms in this Amendment that cover similar subject matter to terms that survive termination of the Agreement will also survive termination of the Agreement.

6. **Miscellaneous.** The software and services added by this Amendment may require additional third party licenses and increase Your use of processor cycles, disk space, and memory, which may result in additional costs (including from Your hosting or infrastructure providers). Except as otherwise provided in this Amendment, all terms previously in the Agreement will remain in effect, and fees payable under this Amendment are in addition to other fees payable under the Agreement. If this Amendment and the Agreement are inconsistent, this Amendment will supersede the Agreement, but only to the extent necessary to satisfy the purposes of this Amendment. Upon Epic's signature, this Amendment will be effective as of the date of Your signature below.


**SAN BERNARDINO COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EPIC SYSTEMS CORPORATION**By:  \_\_\_\_\_  
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Name: Eli Selinger \_\_\_\_\_

Title: Deputy General Counsel \_\_\_\_\_

Date: April 25, 2023 \_\_\_\_\_

This Amendment will expire if You have not returned an executed copy to Epic within sixty (60) days of April 25, 2023.  
ONC Certification details are available here: [www.epic.com/mu](http://www.epic.com/mu).

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