

**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”).

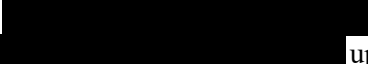
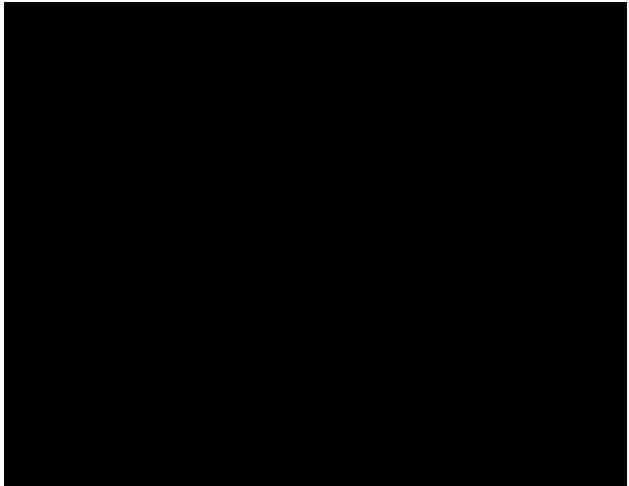
Epic and You would like to amend the Agreement as set forth below to add Epic-hosted Video Client and Compass Rose as Items of Program Property and Third Party Infrastructure for Cloud Foundation as an item of Third Party Software and Data licensed under the Agreement, provide an estimate to add certain Concurrent Users to Your InterSystems sublicense, and add estimated implementation costs to the Agreement to accommodate changes to implementation scope.

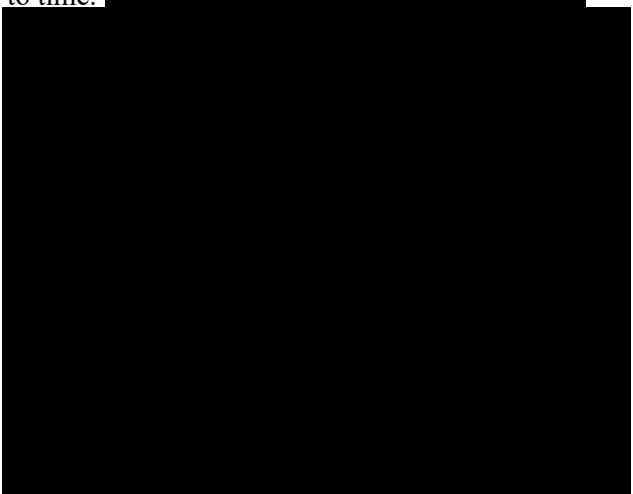

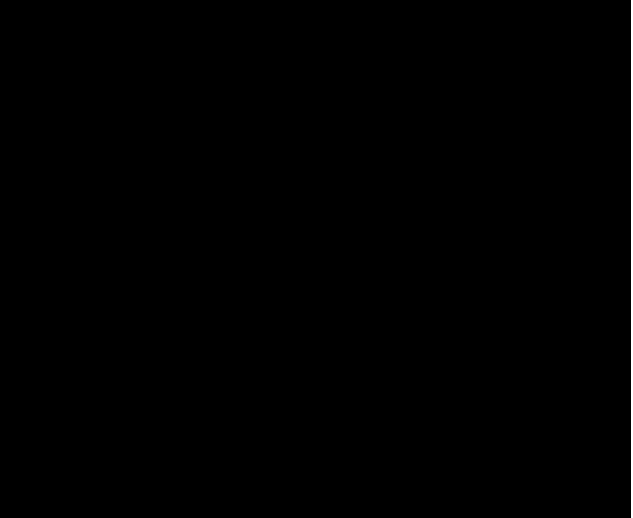

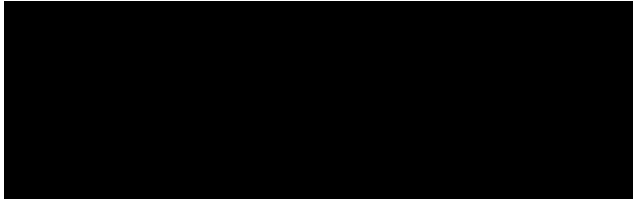
AMENDMENT

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

All capitalized terms used and not defined in this Amendment have the meanings assigned in the Agreement or the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A, C, D, and E, as in effect on the date of this Amendment (collectively, the “Regulations”).

- 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
Epic-hosted Video Client	See Comments		<p>Subscription Item</p> <p>Enabled by Cloud Foundation</p> <p>Epic-hosted Video Client is limited for use in accordance with the then-current Epic-hosted Video Client EULA available at:  updated by Epic from time to time.</p>  <p>Epic-hosted Video Client is a web application hosted by Epic that facilitates video communication</p>

		<p>workflows. Epic-hosted Video Client requires use of a supported Epic application by providers and MyChart Patient Portal by patients.</p> <p>The subscription rate is subject to change from time to time.</p> 
Cloud Foundation		<p>Cloud Foundation is limited for use in accordance with the then-current Cloud Foundation Terms, available here:</p>  <p>Cloud Foundation also enables other Epic functionality </p>  <p>Additional Epic application licensing may be required and fees for Third Party Infrastructure for Cloud Foundation may apply for any of these use cases.</p>

Compass Rose Comprehensive Care Coordination			Enterprise Item [REDACTED]
Third Party Software and Data; Sublicensed Agreements through Epic	License Fee (US\$)	Initial Monthly Maint. Fee (US\$)	Comments
Third Party Infrastructure for Cloud Foundation	See comments		[REDACTED] This estimated price is subject to change [REDACTED] [REDACTED]
IRIS Multi Server, Platform Independent [REDACTED]	See comments		[REDACTED]
IRIS Non-Production (Upgrade from small to large license [REDACTED])			Third Party pricing is subject to change. [REDACTED] [REDACTED]

Limitations: [REDACTED]

¹ Using the Program Property in new areas of Your organization may result in an increase to Your Volumes, and costs for Licensed Volume increases under the Agreement are not included in this Amendment.

The following terms also apply to Cloud Foundation and any product that runs on, uses, or is enabled by Cloud Foundation:

a. *Maintenance.*

[REDACTED]

b. *Data Transfer.*

[REDACTED]

c. *Limitations.* **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EPIC'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS (INDIVIDUALLY AND IN THE AGGREGATE) ARISING UNDER OR RELATED TO USE OF THE CLOUD FOUNDATION AND ANY APPLICATION RUNNING ON, MAKING USE OF, OR ENABLED BY THE CLOUD FOUNDATION WILL NOT EXCEED \$25,000 (WHETHER THE LIABILITY ARISES OUT OF THE SOFTWARE, SERVICES, OR OTHERWISE).**

d. *Suspension of Access due to Third Party Provider.*

[REDACTED]

2. **License and Maintenance Fees.**

[REDACTED]

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

[REDACTED]

4. **Quality Measures – Certified HEDIS.** Epic released Quality Measures: Certified HEDIS in its May 2021 release to allow you to monitor quality measure performance for attributed patients assigned to your value-based care agreements. These measures match NCQA specifications. You are already licensed for HEDIS (148A), you can add Epic's new Quality Measures: Certified HEDIS module at no additional cost by signing this Amendment.

[REDACTED] Quality Measures: Certified HEDIS

is limited for use in accordance with the then-current NCQA End User License Agreement (as updated by NCQA from time to time). You can find a link to the current version here: [REDACTED]

- 5. Addition of Estimated Implementation, Training, 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 sequences and staffing plans dated May 18, 2021, and August 12, 2021; and Implementation Service Request dated August 18, 2021. Fees listed in this Section 5 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		
Project Team Training Fees		
Estimated Total		\$1,217,000

*All amounts in the above tables are estimates.

- 6. 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.
- 7. 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: _____

Name: _____

Title: _____

Date: _____

This Amendment will expire if You have not returned an executed copy to Epic within sixty (60) days of September 7, 2021. ONC Certification details are available here: www.epic.com/mu.