

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
COUNTY OF MONTEREY
&
DECADE SOFTWARE COMPANY, LLC**

THIS AMENDMENT No. 1 to the License and Support AGREEMENT is made and entered by and between Decade Software Company, LLC, ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, ("County")

WHEREAS, on or about September 16, 2006, the County and CONTRACTOR entered into that certain License and Support Agreement, AGREEMENT No. A-10635 for the provision of Envision software license and support services in the annual amount of \$43,210.36 plus tax for the period July 1, 2006 through June 30, 2009 ("AGREEMENT"), with authorization to the Director of Health to sign future limited amendments; and

WHEREAS, on or about April 8, 2008, the County and CONTRACTOR entered into an Addendum to add the license and support of a software product called Press Agent for the fee of \$5,292.00 and a monthly license and support fee of \$724.00 ("ADDENDUM"); and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT for one year, establish the fee payable during the term of the extension, and add Exhibit C—Third Party Products, to the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner.

1. **Subsection 3.2** of the AGREEMENT is amended to add the following sentence:
The price for the extension term from July 1, 2009 to June 30, 2010 shall not exceed **\$58,034.84**, comprised of the following charges:
 - Envision/Envision Connect Annual License and Support Fees: \$45,370.88
 - Press Agent Annual License and Support Fees: \$8,694.00
 - Sales Tax 8.75%: \$3,969.96
2. **Subsection 6.1** of the AGREEMENT shall be amended to extend the term of the AGREEMENT through June 30, 2010.
3. **Section 15** of the AGREEMENT is amended to add Exhibit C—Third Party Products, which is attached hereto and incorporated herein by reference.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and ADDENDUM are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT and ADDENDUM.

Exhibit C – Third Party Products

Business Objects Crystal Reports

Crystal Reports is a database report designer and viewer owned by Business Objects. Decade utilizes Crystal Reports to design “canned” and custom reports that are later distributed with the Licensed Materials. The Licensed Materials includes a server-side report generation component. This is allowed under section 4.2.5 of the Crystal Reports Standard, Professional, and Developer License Agreement. Use of the server-side report generation component within the Licensed Materials is subject to the following terms:

1. Client agrees not to modify, disassemble, decompile, translate, adapt, or reverse-engineer the Runtime Product or the report file (.RPT) format;
2. Client agrees not to distribute the Runtime Product to any third party;
3. Client agrees not to use the Runtime Product to create for distribution a product that is generally competitive with Business Objects product offerings;
4. Client agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Business Objects;
5. Client agrees not to use the Runtime Product on a rental or timesharing basis, or to operate a service bureau facility for the benefit of third-parties;
6. BUSINESS OBJECTS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. BUSINESS OBJECTS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.