

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DATA INNOVATIONS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into on _____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DATA INNOVATIONS, LLC hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement with DATA INNOVATIONS, LLC to provide software, maintenance and support and professional services within San Mateo County Health, on January 9, 2024 for the term of January 9, 2024 through January 8, 2029 in the amount not to exceed \$324,711.00; and

WHEREAS, the parties entered into a first amendment to the Agreement on March 5, 2024 to reallocate contingency funds to provide additional training classes in the amount of \$16, 260; and

WHEREAS, the parties entered into a second amendment to the Agreement on March 27, 2025 to add the terms and conditions for Customer's license and DI's provision of Services for DI's software, EP Evaluator; and

WHEREAS, the parties now wish to enter into a third amendment to the Agreement to increase the County's fiscal obligation by \$125,000, to an amount not to exceed \$449,711.

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

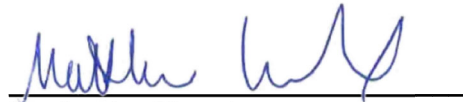
1. Section a) 3, Payments, of the Agreement is deleted in its entirety and reinstated to read as follows:

In consideration of the Software and Services and any accompanying licenses provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in each applicable Quote, SOW or Schedule, plus Applicable Taxes. In no event shall County's total fiscal obligation exceed **FOUR HUNDRED FORTY-NINE THOUSAND, SEVEN HUNDRED AND ELEVEN DOLLARS (\$449,711.00)**. In the event that the County makes any advance payments for Professional Services, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration for Professional Services not performed as of the date of termination. Contractor is not entitled to payment for Professional Services not performed as of the date of termination.

2. All other terms and conditions of the Agreement between County and Contractor, shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor:


Contractor Signature

11/18/2025
Date

Matthew Wilcox
Contractor Name (please print)

VP Finance
Contractor Title (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board