

**EPIC SYSTEMS CORPORATION
AMENDMENT 5 TO LICENSE**

This Amendment to License ("Amendment") is entered into by and between Epic Systems Corporation ("Epic") and the County of San Mateo ("You").

BACKGROUND

Epic and You entered into a License and Support Agreement dated December 13, 2022, which has since been amended (as amended, the "Agreement").

Epic and You would like to further amend the Agreement to clarify certain of Your budgeting allocations, as set forth below.

AMENDMENT 5

In consideration of the mutual covenants set forth 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. Budgeting.** Section 2(b) of the Agreement sets forth an expectation for the implementation related fees based on the assumptions set forth therein, including the implementation scope set forth in Exhibit 2(a). Section 2(b) is hereby amended to increase the amount budgeted for the implementation services of \$16,515,650 by \$5,203,650 to a new total of \$21,719,300.


Section 4(k) of the Agreement sets forth Your initial budget amount for the first ten (10) years based on the assumptions set forth therein. Section 4(k) is hereby amended to increase the Initial Budgeted Amount of \$63,459,084 by \$21,620,589 to a new total of \$85,079,673.

For the sake of clarity, any overage of Your actual fees as compared to the amounts set forth in Section 2(b) and/or Section 4(k) will be addressed in accordance with the Agreement.

- 2. Good Install.** Epic currently offers a "Good Install Program." If You qualify for the then-current terms of the Good Install Program, You will be eligible to receive a credit as set forth in the then-current Good Install Program. The Good Install Program may be revised, eliminated, or reinstated by Epic in its sole discretion at any time. You may have obligations to report any amounts received under this program to Medicare, Medicaid, or other government or private payers.
- 3. Miscellaneous.** In connection with this Amendment, You may require additional software, hardware, and services, such as from Your hosting or infrastructure provider. Each party agrees that terms of and any fees under the Agreement, including as amended by this Amendment 5, for the Program Property are the product of an arm's length transaction between the parties and are intended to satisfy the requirements of the Content and Manner Exception (45 CFR 171.301) for providing access, exchange, or use of electronic health information in the "manner requested." Except as provided in this Amendment 5, all terms and conditions in the Agreement will remain in effect, but if there is any inconsistency then the terms of this Amendment 5 will supersede the Agreement to the extent necessary to satisfy the purposes of this Amendment 5. Upon Epic's signature, this Amendment 5 is effective as of the date of Your signature below.

For Contractor: EPIC SYSTEMS CORPORATION

Signed by:


Contractor Signature

November 21, 2025
Date

Eli Selinger
Contractor Name (please print)

Chief Transactions Counsel
Contractor Title (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

The terms offered by this Amendment will expire if You have not returned an executed copy to Epic by February 28, 2026.
ONC Certification details are available here: www.epic.com/mu