

**AMENDMENT NO. 2 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
NUANCE COMMUNICATIONS, INC.**

This Amendment NO. 2 to the Agreement, made effective as of the date signed by the last party below (the "Effective Date"), by and between the County of San Mateo, hereinafter called "County," and Nuance Communications, Inc., hereinafter called "Contractor";

W I T N E S S E T H:  
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WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for transcription services on March 11, 2014, for the term of September 1, 2013 through August 31, 2015, in an amount not to exceed \$450,000 (the "Agreement"); and

WHEREAS, on September 22, 2015, the parties amended the Agreement extending the term through August 31, 2017 and increasing the amount by \$450,000, to an amount not to exceed \$900,000; and

WHEREAS, the parties wish to further amend the Agreement by extending the term though August 31, 2018 and increasing the amount by \$225,000, to an amount not to exceed \$1,125,000.

**NOW, THEREFORE, AS OF THE EFFECTIVE DATE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3 of the Agreement, **Payments**, is amended to read as follows:

In consideration of the services provided by the Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION ONEHUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,125,000).

2. Section 4 of the Agreement, **Term and Termination**, is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2013, through August 31, 2018.

The County or Contractor may terminate the Agreement by written notice if (i) the other party commits a material breach of the Agreement and fails to cure

such breach within thirty (30) days after receipt of written notice of such breach; or (ii) the other party shall be or becomes insolvent.

Unless otherwise provided for herein, in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Neither the expiration nor termination of this Agreement shall affect the parties' respective payment obligations for Transcription Services previously provided. County shall have no further rights to access and/or use the Transcription Services and any Programs, and within ten (10) days of such termination County shall return or destroy all copies of the Programs and Documentation in its possession.

- 3. All other terms and conditions of the Agreement, as subsequently amended, between the 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 as of the Effective Date:

For Contractor:

Nuance Communications, Inc.

*Simon J Senior*

Simon J Senior (Jan 11, 2018)

Contractor Signature

Name: Simon J Senior

Title: Senior Director, Global Sales & Marketing Operations

Date: Jan 11, 2018

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board