

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**FIRST AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
HYLAND LLC**

THIS AMENDMENT (this "Amendment") is made as of the 30<sup>th</sup> day of May 2019 in San Francisco, California, by and between HYLAND LLC (formerly known as Lexmark Enterprise Software, LLC), located at 18103 West 106th Street, Suite 200, Olathe, Kansas 66061 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add additional required software licenses with the associated software maintenance and extend the term of the Agreement; and

WHEREAS, initial approval for this Agreement was obtained when the Civil Service Commission approved Contract number 36600 – 15/16 on August 12, 2015, and was subsequently extended through by the approval for this Amendment which was obtained when the Civil Service Commission approved Contract number 45188 - 18/19 on August 5, 2019;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated January 4, 2016 between Contractor and City, and novated on May 15, 2018.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. **Section 22.** Section 22 (Payment) of the Agreement currently reads as follows:

**22. Payment.** Compensation shall be due and payable within thirty (30) days of the date of invoice. In no event shall the amount of this Agreement exceed two hundred twenty one thousand, four hundred sixty dollars (\$221,460.00). The breakdown of costs associated with this Agreement is provided for in Appendix B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by the Health Service System, City and County of San Francisco, as being in accordance with this Agreement.

**Such section is hereby amended in its entirety to read as follows:**

**22. Payment.** Compensation shall be due and payable within thirty (30) days of the date of invoice. In no event shall the amount of this Agreement exceed Three Hundred Forty Two Thousand One Hundred Sixty Four Dollars (\$342,164). The breakdown of costs associated with this Agreement is provided for in Appendix B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by the Health Service System, City and County of San Francisco, as being in accordance with this Agreement.

2b. **Appendix B Section I ( Software Product and Service Costs and Terms), Subsection A Section (Perpetual Software Licenses- One-time, Non-Recurring Expense).** Appendix B Section I ( Software Product and Service Costs and Terms), Subsection A Section (Perpetual Software Licenses- One-time, Non-Recurring Expense) of the Agreement currently reads as follows:

A. Perpetual Software Licenses: One-time, On-Recurring Expense

1. The Licensed Software is licensed upon the terms and conditions of the Lexmark Enterprise Software End User License Agreement (Appendix C), which End User License Agreement terms and conditions are accepted by Customer upon Customer's receipt of the Licensed Software.
2. The fees for the perpetual licensed software shall be invoiced upon execution of the Agreement and will be paid in accordance with Section II, of this Appendix B.
3. Additional licenses of the Perpetual Licensed Software purchased by Customer following the Effective Date will be priced as listed in Lexmark's then-current, published Lexmark Enterprise Software Pricing Book: USA, unless otherwise agreed to in writing by the parties.
4. The Customer may reallocate licenses to different users, in the Customers sole discretion, at no additional charge by Lexmark.

One-Time, Non-Recurring Expense- Software Licenses			
Perpetual Software Licenses	Unit Cost	License Count	Cost
CaptureNow TWAIN	\$ 1,540.00	3	\$ 4,620.00
Single Doc Filter for Content	\$ 3,090.00	1	\$ 3,090.00
ImageNow Fax Agent 3-8p	\$ 6,180.00	1	\$ 6,180.00
ImageNow Content Server	\$ 8,240.00	1	\$ 8,240.00
ImageNow Client/WebNow Combo	\$ 2,225.00	25	\$ 55,625.00
ImageNow Mail Agent	\$ 2,060.00	1	\$ 2,060.00
ImageNow Enterprise Server	\$ 15,950.00	1	\$ 15,950.00
Recognition Agent	\$ 10,300.00	1	\$ 10,300.00
Perceptive Interact for Salesforce for the Enterprise	\$ 125.00	25	\$ 3,125.00
Perpetual Software Licenses Subtotal:			\$ 109,190.00
Discounts:			\$ (22,741.14)
<b>Total:</b>			<b>\$ 86,448.86</b>

**Such section is hereby amended in its entirety to read as follows:**

**A. Perpetual Software Licenses: One-time, On-Recurring Expense**

1. The Licensed Software is licensed upon the terms and conditions of the Hyland's Enterprise Software End User License Agreement (Appendix C), which End User License Agreement terms and conditions are accepted by Customer upon Customer's receipt of the Licensed Software.
2. The fees for the perpetual licensed software (Table A1 and Table A2) shall be invoiced upon execution of the Agreement and will be paid in accordance with Section II, of this Appendix B.
3. Additional licenses (Table A2) of the Perpetual Licensed Software purchased by Customer following the Effective Date will be priced as listed in Hyland's then-current, published Hyland Enterprise Software Pricing Book: USA, unless otherwise agreed to in writing by the parties.
4. The Customer may reallocate licenses to different users, in the Customers sole discretion, at no additional charge by Hyland.

Table A1

One-Time, Non-Recurring Expense- Software Licenses			
Perpetual Software Licenses	Unit Cost	License Count	Cost
CaptureNow TWAIN	\$ 1,540.00	3	\$ 4,620.00
Single Doc Filter for Content	\$ 3,090.00	1	\$ 3,090.00
ImageNow Fax Agent 3-8p	\$ 6,180.00	1	\$ 6,180.00
ImageNow Content Server	\$ 8,240.00	1	\$ 8,240.00
ImageNow Client/WebNow Combo	\$ 2,225.00	25	\$ 55,625.00
ImageNow Mail Agent	\$ 2,060.00	1	\$ 2,060.00
ImageNow Enterprise Server	\$ 15,950.00	1	\$ 15,950.00
Recognition Agent	\$ 10,300.00	1	\$ 10,300.00
Perceptive Interact for Salesforce for the Enterprise	\$ 125.00	25	\$ 3,125.00
Perpetual Software Licenses Subtotal:			\$ 109,190.00
Discounts:			\$ (22,741.14)
<b>Total:</b>			<b>\$ 86,448.86</b>

Table A2

Additional One-Time, Non-Recurring Expense- Software Licenses			
Perpetual Software Licenses	Unit Cost	License Count	Cost
CaptureNow TWAIN	\$ 1,540.00	4	\$ 6,160.00
Business Insight Server Bundle-Up to-0099	\$ 6,695.00	1	\$ 6,695.00
<b>One-Time, Non-Recurring Expense- Software Licenses Total:</b>			<b>\$ 12,855.00</b>

**2c. Appendix B Section I ( Software Product and Service Costs and Terms), Subsection C Section (Software Maintenance and Support (Five-year Term) Recurring Expense).** Appendix B Section I ( Software Product and Service Costs and Terms), Subsection C Section (Software Maintenance and Support (Five-year Term) Recurring Expense) of the Agreement currently reads as follows:

C. Software Maintenance and Support (Five-year Term) Recurring Expense

1. Software Maintenance and Support for the Licensed Software is provided as illustrated in the Software Maintenance and Support Agreement attached as Appendix A1 to the Agreement.
2. Software Maintenance and Support is activated and available immediately upon the Effective Date, and the Software Maintenance and Support Fees for the first year of the initial Software Maintenance and Support Term will be paid in accordance with Section II, of this Appendix B.
3. The Software Maintenance and Support Term will be for a period of five (5) years commencing on the Effective Date and ending on the last calendar day of the month of the fifth (5th) anniversary of the Effective Date.
4. Lexmark will provide Customer, by e-mail or USPS mail, a renewal notice and invoice for the Software Maintenance and Support Fees for the next successive Renewal Software Maintenance and Support Term not less than thirty (30) days prior to the expiration of the then current Software Maintenance and Support Term.
5. Licensed Software support services outside the scope provided in the Software Maintenance and Support Agreement are provided at Supplier's then-current Lexmark Enterprise Software Pricing Book: USA rates for such services, such rates which Lexmark may increase from time to time following the Effective Date.
6. Software Maintenance and Support may not extend to any third party software licenses re-sold by Lexmark to Customer.

Table C.

<b>Annual Recurring Software Maintenance and Support Expense</b>	
<b>Supported Software</b>	<b>Cost</b>
SMSA-CaptureNow TWAIN	\$ 924.00
SMSA-ImageNow Mail Agent	\$ 412.00
SMSA-Single Doc Filter for ContentOutput	\$ 618.00
SMSA-Recognition Agent Barcode/Forms ID	\$ 2,060.00
SMSA-Image Now Client/WebNow Combo	\$ 11,125.00
SMSA-ImageNow Fax Agent 3-8p	\$ 1,236.00
SMSA-ImageNow Content Server	\$ 1,648.00
SMSA-ImageNow Enterprise Server	\$ 3,190.00
SMSA-Interact for Salesforce for the Enterprise	\$ 625.00
Annual Recurring Software Maintenance and Support Subtotal:	\$ 21,838.00
Discounts:	\$ (4,548.23)
<b>Total:</b>	<b>\$ 17,289.77</b>

**Such section is hereby amended in its entirety to read as follows:**

**C. Software Maintenance and Support Recurring Expense**

1. Software Maintenance and Support for the Licensed Software is provided as illustrated in the Software Maintenance and Support Agreement attached as Appendix A1 to the Agreement.
2. Software Maintenance and Support is activated and available immediately upon the Effective Date, and the Software Maintenance and Support Fees for the first year of the initial Software Maintenance and Support Term will be paid in accordance with Section II, of this Appendix B.
3. The once annual Software Maintenance and Support fees indicated in Table C1 will be for a period commencing on April 1, 2016 and ending on March 31, 2020.
4. The one-time additional Software Maintenance and Support fees for the additional Licensed Software listed in Table A2 are indicated in Table C2 and will be for a period of eight (8) months commencing August 1, 2019 and ending on March 31, 2020.
5. The once annual Software Maintenance and Support fees indicated in Table C3 will be for a period of twelve (12) months commencing April 1, 2020 and ending on March 31, 2021.
6. The once annual Software Maintenance and Support fees indicated in Table C4 will be for a period of twelve (12) months commencing April 1, 2021 and ending on March 31, 2022.
7. The once annual Software Maintenance and Support fees indicated in Table C5 will be for a period of twelve (12) months commencing April 1, 2022 and ending on March 31, 2023.
8. The once annual Software Maintenance and Support fees indicated in Table C6 will be for a period of twelve (12) months commencing April 1, 2023 and ending on March 31, 2024.
9. The once annual Software Maintenance and Support fees indicated in Table C7 will be for a period of twelve (12) months commencing April 1, 2024 and ending on March 31, 2025.

10. Hyland will provide Customer, by e-mail or USPS mail, a renewal notice and invoice for the Software Maintenance and Support Fees for the next successive Renewal Software Maintenance and Support Term not less than thirty (30) days prior to the expiration of the then current Software Maintenance and Support Term.
11. Licensed Software support services outside the scope provided in the Software Maintenance and Support Agreement are provided at Supplier's then-current Hyland Enterprise Software Pricing Book: USA rates for such services, such rates which Lexmark may increase from time to time following the Effective Date.
12. Software Maintenance and Support may not extend to any third party software licenses re-sold by Hyland to Customer.

Table C1 (April 1, 2016 to March 31, 2020)

<b>Annual Recurring Software Maintenance and Support Expense</b>	
<b>Supported Software</b>	<b>Cost</b>
SMSA-CaptureNow TWAIN	\$ 924.00
SMSA-ImageNow Mail Agent	\$ 412.00
SMSA-Single Doc Filter for ContentOutput	\$ 618.00
SMSA-Recognition Agent Barcode/Forms ID	\$ 2,060.00
SMSA-Image Now Client/WebNow Combo	\$ 11,125.00
SMSA-ImageNow Fax Agent 3-8p	\$ 1,236.00
SMSA-ImageNow Content Server	\$ 1,648.00
SMSA-ImageNow Enterprise Server	\$ 3,190.00
SMSA-Interact for Salesforce for the Enterprise	\$ 625.00
Annual Recurring Software Maintenance and Support Subtotal:	\$ 21,838.00
Discounts:	\$ (4,548.23)
<b>Total:</b>	<b>\$ 17,289.77</b>

Table C2. (August 1, 2019 to March 31, 2020)

<b>One-time Additional Software Maintenance and Support Expense (August 1, 2019 to March 31, 2020)</b>			
<b>Software Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
CaptureNow TWAIN-0001	4	\$ 69.69	\$ 278.76
Perceptive Business Insight	1	\$ 1,339.00	\$ 1,339.00
<b>One-time Additional Software Maintenance and Support Total</b>			<b>\$1,617.76</b>

Table C3. (April 1, 2020 to March 31, 2021)

<b>Annual Recurring Software Maintenance and Support Expense (April 1, 2020 to March 31, 2021)</b>			
<b>Software Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$ 663.06	\$ 663.06
CaptureNow TWAIN-0001	7	\$ 71.78	\$ 502.46
Perceptive Email Agent (Maintenance)	1	\$ 327.09	\$ 327.09
Perceptive Content Client/WebNow Combo-0025	1	\$ 9,812.53	\$ 9,812.53
Perceptive Content Enterprise Server-Upto-0099	1	\$ 3,052.91	\$ 3,052.91
Perceptive Full Text Agent-Up to-0099	1	\$ 817.72	\$ 817.72
Perceptive Fax Agent 3-8 P	1	\$ 981.27	\$ 981.27
Recognition Agent-Barcodes/Forms ID	1	\$ 1,817.17	\$ 1,817.17
Single Doc Filter for Content Output	1	\$ 655.64	\$ 655.64
Perceptive Business Insight	1	\$ 1,379.17	\$ 1,379.17
<b>Annual Recurring Software Maintenance and Support Total (April 1, 2020 to March 31, 2021)</b>			<b>\$20,009.02</b>

Table C4. (April 1, 2021 to March 31, 2022)

<b>Annual Recurring Software Maintenance and Support Expense (April 1, 2021 to March 31, 2022)</b>			
<b>Software Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$ 682.95	\$ 682.95
CaptureNow TWAIN-0001	7	\$ 73.93	\$ 517.54
Perceptive Email Agent (Maintenance)	1	\$ 336.90	\$ 336.90
Perceptive Content Client/WebNow Combo-0025	1	\$ 10,106.91	\$ 10,106.91
Perceptive Content Enterprise Server-Upto-0099	1	\$ 3,144.50	\$ 3,144.50
Perceptive Full Text Agent-Up to-0099	1	\$ 842.25	\$ 842.25
Perceptive Fax Agent 3-8 P	1	\$ 1,010.71	\$ 1,010.71
Recognition Agent-Barcodes/Forms ID	1	\$ 1,871.68	\$ 1,871.68
Single Doc Filter for Content Output	1	\$ 675.31	\$ 675.31
Perceptive Business Insight	1	\$ 1,420.55	\$ 1,420.55
<b>Annual Recurring Software Maintenance and Support Total (April 1, 2021 to March 31, 2022)</b>			<b>\$20,609.29</b>

Table C5. (April 1, 2022 to March 31, 2023)

<b>Annual Recurring Software Maintenance and Support Expense (April 1, 2022 to March 31, 2023)</b>			
<b>Software Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$ 703.44	\$ 703.44
CaptureNow TWAIN-0001	7	\$ 76.15	\$ 533.07
Perceptive Email Agent (Maintenance)	1	\$ 347.01	\$ 347.01
Perceptive Content Client/WebNow Combo-0025	1	\$ 10,410.12	\$ 10,410.12
Perceptive Content Enterprise Server-Upto-0099	1	\$ 3,238.83	\$ 3,238.83
Perceptive Full Text Agent-Up to-0099	1	\$ 867.52	\$ 867.52
Perceptive Fax Agent 3-8 P	1	\$ 1,041.03	\$ 1,041.03
Recognition Agent-Barcodes/Forms ID	1	\$ 1,927.83	\$ 1,927.83
Single Doc Filter for Content Output	1	\$ 695.56	\$ 695.56
Perceptive Business Insight	1	\$ 1,463.16	\$ 1,463.16
<b>Annual Recurring Software Maintenance and Support Total (April 1 , 2022 to March 31, 2023)</b>			<b>\$21,227.57</b>

Table C6. (April 1, 2023 to March 31, 2024)

<b>Annual Recurring Software Maintenance and Support Expense (April 1, 2023 to March 31, 2024)</b>			
<b>Software Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$ 724.55	\$ 724.55
CaptureNow TWAIN-0001	7	\$ 78.44	\$ 549.06
Perceptive Email Agent (Maintenance)	1	\$ 357.42	\$ 357.42
Perceptive Content Client/WebNow Combo-0025	1	\$ 10,722.42	\$ 10,722.42
Perceptive Content Enterprise Server-Upto-0099	1	\$ 3,336.00	\$ 3,336.00
Perceptive Full Text Agent-Up to-0099	1	\$ 893.54	\$ 893.54
Perceptive Fax Agent 3-8 P	1	\$ 1,072.26	\$ 1,072.26
Recognition Agent-Barcodes/Forms ID	1	\$ 1,985.67	\$ 1,985.67
Single Doc Filter for Content Output	1	\$ 716.43	\$ 716.43
Perceptive Business Insight	1	\$ 1,507.06	\$ 1,507.06
<b>Annual Recurring Software Maintenance and Support Total (April 1 , 2023 to March 31, 2024)</b>			<b>\$21,864.40</b>



Table C7. (April 1, 2024 to March 31, 2025)

<b>Annual Recurring Software Maintenance and Support Expense (April 1, 2024 to March 31, 2025)</b>			
<b>Software Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
Perceptive Interact for Salesforce for the Enterprise-0025	1	\$ 746.28	\$ 746.28
CaptureNow TWAIN-0001	7	\$ 80.79	\$ 565.53
Perceptive Email Agent (Maintenance)	1	\$ 368.14	\$ 368.14
Perceptive Content Client/WebNow Combo-0025	1	\$ 11,044.09	\$ 11,044.09
Perceptive Content Enterprise Server-Upto-0099	1	\$ 3,436.08	\$ 3,436.08
Perceptive Full Text Agent-Up to-0099	1	\$ 920.35	\$ 920.35
Perceptive Fax Agent 3-8 P	1	\$ 1,104.43	\$ 1,104.43
Recognition Agent-Barcodes/Forms ID	1	\$ 2,045.24	\$ 2,045.24
Single Doc Filter for Content Output	1	\$ 737.92	\$ 737.92
Perceptive Business Insight	1	\$ 1,552.27	\$ 1,552.27
<b>Annual Recurring Software Maintenance and Support Total (April 1, 2024 to March 31, 2025)</b>			<b>\$22,520.33</b>

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

**Hyland LLC**

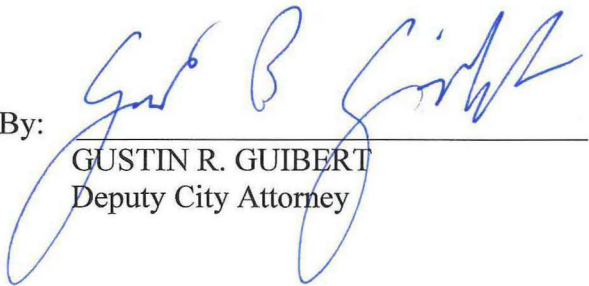
  
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ABBIE YANT, RN, MA  
Executive Director  
San Francisco Health Service System

  
\_\_\_\_\_  
NOREEN B. KILBANE  
Chief Administrative Officer  
City Supplier ID number: 0000037584

Approved as to Form:

Dennis J. Herrera  
City Attorney



By:   
\_\_\_\_\_  
GUSTIN R. GUIBERT  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
ALARIC DEGRAFINRIED  
Director of Office of Contract Administration/  
Purchaser