



AMENDMENT 1

This is an Amendment to the Netsmart Hosting Addendum to License dated September 1, 2012 ("Agreement") between Netsmart Technologies, Inc. ("Netsmart") and County of Tulare, a political subdivision of the State of California ("Client").

Purpose

Netsmart and CLIENT are parties to the Agreement referred to above and want to change or supplement the terms of that Agreement.

Except as set forth in this Amendment, the Agreement will remain in full force and effect until it is terminated or expires in accordance with its terms.

<u>Description of Change</u>	<u>Sections of the Agreement Affected</u>
<ul style="list-style-type: none"> <li>• There will be an additional 282 named users per month for a total of 474 named users per month to be hosted by Netsmart.</li> <li>• Monthly fee for these additional 282 named users will begin on the first day of the first month following the date of this amendment execution at a rate of \$40 per user per month for additional fee of \$11,280 per month.</li> </ul>	Addendum Schedule 3(d)

Client may submit a Purchase Order to Netsmart. We agree, however, that if a purchase order or other confirmation is submitted and accepted by Netsmart, this is being done solely to accommodate Client and its internal control and accounting purposes. The obligations of the parties to the Agreement will be defined as provided by that Agreement and this Amendment.

The parties have executed this Amendment by their authorized representatives with the intent to create a legally binding obligation.

**CLIENT: County of Tulare,  
a political subdivision  
of the State of California**

**Netsmart Technologies, Inc.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



AMENDMENT 2

This is an Amendment 2 to the AMENDMENT FOR EQUIPMENT PURCHASE AND SOFTWARE LICENSE dated September 1, 2012 ("Agreement") between **Netsmart Technologies, Inc.** ("Netsmart") and **County of Tulare, a political subdivision of the State of California** ("CLIENT").

Purpose

Netsmart and CLIENT are parties to the Agreement referred to above and want to change or supplement the terms of that Agreement.

Except as set forth in this Amendment, the Agreement will remain in full force and effect until it is terminated or expires in accordance with its terms.

<u>Description of Change</u>	<u>Sections of the Agreement Affected</u>
<ul style="list-style-type: none"> <li>• CLIENT is purchasing 282 additional RADplus Named Users Licenses for a total of 474 named users.</li> <li>• The one-time cost for these 282 additional licenses is: \$225,600, due upon the execution of this Amendment.</li> <li>• The Annual Support fee for the additional 282 RADplus Named Users is \$47,376 per year.               <ul style="list-style-type: none"> <li>• Initial Term (October 1, 2013 through December 31, 2013) due upon the execution of this Amendment is \$15,792</li> <li>• Subsequent Option Terms payable 90 days in advance. This amount is \$47,376 subject to annual increases as defined in Schedule 2(h) paragraph (i)</li> </ul> </li> </ul> <p><b>Total due to Netsmart upon Amendment execution = <u>\$241,392</u></b></p>	<p>Schedule 2(a) Netsmart Programs</p> <p>Schedule 2(b) Payment Terms Netsmart Programs as described in Schedule 2(a)</p> <p>Schedule 2(a) Annual Recurring Charges and Subscriptions</p> <p>Schedule 2(b) Payment Terms Annual Recurring Charges and Subscriptions</p>

Client may submit a Purchase Order to Netsmart. We agree, however, that if a purchase order or other confirmation is submitted and accepted by Netsmart, this is being done solely to accommodate Client and its internal control and accounting purposes. The obligations of the parties to the Agreement will be defined as provided by that Agreement and this Amendment.

The parties have executed this Amendment by their authorized representatives with the intent to create a legally binding obligation.



**CLIENT:**  
**County of Tulare,**  
**a political subdivision of the**  
**State of California**

**Netsmart Technologies, Inc.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Purchase Order # (if applicable)**