



**AMENDMENT #7
TO THE LICENSE AGREEMENT**

THIS AMENDMENT #7 to the LICENSE AGREEMENT ("Amendment 7") is made and entered into this 22nd day of April, 2022, by and between County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("**Client**"), and Intelligent Medical Objects, Inc. ("**IMO**").


WHEREAS, **Client** and **IMO** entered into a License Agreement between Natividad Medical Center and IMO dated January 28, 2014, as amended (the "Agreement");

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. **Definitions.** Capitalized terms used and not defined in this Amendment 7 have the respective meanings assigned to them in the Agreement.
2. **Amendments to the Agreement.** As of the Effective Date (defined below), the Agreement is hereby amended or modified as follows:
 - a. Client will pay IMO a subscription fee totaling \$116,117.30 and \$1,000 for support and maintenance for the period May 1, 2022 – April 30, 2023, subject to adjustment in NPR.
3. **Miscellaneous.** This Amendment will become effective on May 1, 2022 ("Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, **Client** and **IMO** have executed this Amendment #7.

Executed on behalf of
Client

By: 
 Name: Charles R. Harris
 Title: CEO
 Date: 4/26/22

Executed on behalf of
Intelligent Medical Objects, Inc.

By: 
 Name: Ann Barnes
 Title: CEO
 Date: April 26, 2022
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Reviewed and approved as to form.


 Chief Deputy County Counsel, 4/22/2022



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Executed on behalf of
Client

Executed on behalf of
Intelligent Medical Objects, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
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Approved as to fiscal provisions

4-26-22