

**MASTER SOFTWARE AND SERVICES AGREEMENT****SIGNATURE PAGE**

THIS MASTER SOFTWARE AND SERVICES AGREEMENT ("Agreement") between **3M Health Information Systems, Inc.** ("3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of **Natividad Medical Center** ("Client") with offices at **1441 Constitution Blvd, Salinas, CA, 93906-3100** (collectively the "Parties" or individually the "Party") shall be effective as of the date last signed ("Effective Date") unless otherwise stated.

The Parties previously entered into a Software License Agreement (the "Prior Agreement"), as identified below. As of the Effective Date of this Agreement, the Parties acknowledge and agree that the Prior Agreement is unconditionally terminated and cancelled in its entirety as of **August 9, 2021** and shall have no further force and effect, including payment of further fees. Only those provisions expressly identified in the Prior Agreement as surviving termination shall survive. The performance and completion of the foregoing products and services current being provided under the Prior Agreement shall be deemed subject to and governed by this Agreement and Client shall be invoiced for any relevant fees authorized under this Agreement in accordance with Section 8 (Fees and Invoicing). For the avoidance of doubt, there will be no interruption to Client's use of such products and services.

DESCRIPTION OF PRIOR AGREEMENT	DATED	AGREEMENT NUMBER (IF APPLICABLE)
Software License Agreement	8/9/2010	001553-10

REMIT ALL PAYMENTS DUE UNDER THIS AGREEMENT TO:	ACH AND WIRE TRANSFERS TO:
3M Health Information Systems Dept. 0881 PO Box 120881 Dallas, TX 75312-0881	JPMorganChase 1 Chase Manhattan Plaza New York NY 10081 Beneficiary A/C Name: 3M Health Information Systems, Inc. ABA # 021000021 Account # 192825864 Swift address: CHASUS33 (for International Use)

WRITTEN NOTICES UNDER THIS AGREEMENT SHALL BE SENT TO:	
Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906-3100 Attention: Email Address:	3M HEALTH INFORMATION SYSTEMS 575 West Murray Boulevard Murray, UT 84123-4611 Attention: Pricing and Contract Director With copy to: Legal

To indicate acceptance and agreement to be bound by the terms and conditions of this Agreement, the Parties have executed this Agreement on the date(s) indicated below.

NATIVIDAD MEDICAL CENTER**3M HEALTH INFORMATION SYSTEMS, INC.**

BY:

BY: 

NAME:

NAME: John C. Mathison

TITLE:

TITLE: VP of HIS Operations


DATE:

DATE: June 7, 2021

Please email or fax a purchase order in the amount of **\$228,801.89**, this signed Agreement and applicable Tax-Exempt forms to:
hisilverspringcontractrequests@mmm.com or **(651) 732-8469**

ISSUE DATE / By:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:	
2/4/2021 CS	***	13891	2930399	13891-21 MSSA		
REVISION DATE / By:	VERSION:					CMR No:
***	MSSA					***

Reviewed and approved as to fiscal provisions


Joey Nolasco
Property Tax Manager
6/07/2021

Reviewed and approved as to form.


Stacy Z. Jacobs
Deputy County Counsel
6/7/2021

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **"3M Information"** means all items, information, and data (technical and non-technical and tangible and intangible), provided by 3M or 3M Personnel, any 3M Product, Deliverables or Results of a 3M Product(s) in connection with this Agreement, and any ideas, input, and feedback provided to 3M or 3M Personnel.

1.2. **"3M Personnel"** means 3M's employees, agents, contractors, and subcontractors. 3M is responsible and liable for performance of its obligations hereunder any by 3M Personnel.

1.3. **"3M Product"** means any item listed on a Schedule.

1.4. **"Agreement"** means the General Terms and Conditions, and all exhibits, Appendices, Schedules, SOW's, and other attachments.

1.5. **"Appendix"** means the document so titled, attached to the Agreement and includes terms and conditions unique to a class of 3M Products.

1.6. **"Authorized Site"** means an entity that meets the requirements of Section 2.2.

1.7. **"Authorized User"** means an Authorized Site's employees and contingent workers (individuals hired by Client through a temporary staffing agency for a limited period of time that supplements Client's employee workforce or serves as a temporary replacement of an employee position, and Client is responsible for the training and day-to-day direction of the individual and, if applicable, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician). Client's contractors performing services for or on behalf of Client are also considered Authorized Users, provided that Client shall require such contractors to execute an agreement with confidentiality obligations consistent with this Agreement. Such provisions do not have to specifically name 3M or its products or services in order to comply with this Section and to be effective.

1.8. **"Client Applications"** means Client developed software.

1.9. **"Client Data"** means all information, items, and data provided by Client to 3M under this Agreement or accessed or accessibly by 3M in connection with its provision of products and services to Client under this Agreement.

1.10. **"Client Equipment"** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Authorized Sites.

1.11. **"Client Portal"** means any proprietary secure electronic gateway provided by 3M to a collection of digital files, Consulting Services, Deliverables, Results, and other information accessible over the internet through a web browser.

1.12. **"Consulting Services"** means services identified on a Schedule attached to the Consulting Services Appendix.

1.13. **"Deliverables"** or **"Results"** means any report, file, document, presentation, analysis, analytics, recommendation, suggestion, methodologies, Software output or other work product that 3M delivers to Client or may make available to Client through the use of a 3M Product.

1.14. **"Documents"** means written reference, technical and hardware specifications, and operations and/or users manuals for 3M Products.

1.15. **"Implementation and Training"** or **"I&T"** means implementation (installation) and training services for a specific 3M Product.

1.16. **"Interface"** means enabling the communication between a non-3M Product and a 3M Product.

1.17. **"Intellectual Property Rights"** means all intellectual property rights throughout the world, including but not limited to registered or unregistered copyrights, trade secrets, patents, patent applications, designs, know-how, registered or unregistered trademarks and service marks, and trade names.

1.18. **"License Start Date" or "Go-Live"** means with respect to: (a) Software to be installed on 3M equipment or by 3M on Client Equipment - the date on which 3M has completed all I&T tasks and the respective module(s) of Software are made available to Client for productive use; or (b) Software to be installed by Client on Client Equipment - seven (7) days after the date on which such Software is made available to Client (without regard to actual Client installation).

1.19. **"Perpetual Software"** means Software identified on a Schedule attached to the Perpetual Software Appendix.

1.20. **"Schedule"** means the document so titled and attached to the respective Appendix, which lists each 3M Product to be provided, the Authorized Site(s), and the associated fees.

1.21. **"Services"** means Implementation and Training, Support Services, or Consulting Services. The Services shall include any service, task, or responsibility that is inherent, necessary, or customary for the successful performance of the Services described under this Agreement.

1.22. **“Software”** means any and all (a) 3M owned computer program(s) with incorporated Third-Party Content, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form and whether embodied in software or otherwise, including application programming interfaces, architecture, records, schematics, computerized databases, software implementations of algorithms, software tool sets, software models, (b) databases, libraries and compilations, including any and all data and collections of information or data, each to the extent relating to or otherwise used in support or for the benefit of, or embodied within, any of the items in (a) above, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, and (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, which are licensed under this Agreement and are identified on the applicable Schedule.

1.23. **“Software as a Service” or “SaaS”** means the cloud infrastructure including hosting, maintenance, and support of the servers, databases and code that constitute the services environment, including, without limitation, system administration, system management, and system monitoring activities for such SaaS products.

1.24. **“Support Services”** means 3M’s maintenance and support of 3M Products as further defined in Section 3.1.3.

1.25. **“SOW”** means a statement of work or scope of work document so titled that describes the 3M Product and sets forth project specific details.

1.26. **“Territory”** means the United States of America, its territories and protectorates.

1.27. **“Third-Party Content”** means all non-3M owned software, algorithms, rules, analytical tools, materials, and content incorporated into, or distributed by 3M for use in combination with the 3M Product.

1.28. **“Update”** means a modification to Software provided by 3M to each customer licensing the Software without an additional or increased fee.

1.29. **“Use Rights”** means the limited rights to specific 3M Information granted by 3M.

2. OWNERSHIP; RESTRICTIONS; USE; SERVICES

2.1. **Ownership.** 3M, and its suppliers, are the sole and exclusive owners of all Intellectual Property Rights in and to the 3M Information. Client agrees to assign and hereby assigns to 3M all Intellectual Property Rights in and to all ideas, input, and feedback provided to 3M by Client, except to the extent that any such ideas, input and feedback contain Client Data or Client Confidential Information. Client is and shall remain the sole and exclusive owner of all Intellectual Property Rights in and to Client Data and Client Confidential Information. 3M has no other rights to Client Data and Client Confidential Information beyond those limited rights specifically granted to 3M in this Agreement. Client has no other rights to 3M Information beyond those limited rights specially granted to Client in this Agreement.

2.2. **Authorized Site.** A facility is an Authorized Site if it is (a) Controlled by Client, and (b) has been added to the applicable Schedule. “Controlled” means Client possessing more than fifty percent (50%) of the voting stock or similar ownership or management interest. The Controlled requirement may be waived by 3M on a facility-by-facility basis, which approval will not be unreasonably withheld.

2.2.1. **“Access Site”** means an Authorized Site that accesses the Software and is identified on the applicable Schedule as an “ACCESS” site.

2.2.2. **“Host Site”** means a Third-Party Contractor authorized by 3M to host the Software on behalf of Client and is identified on the applicable Schedule as a “HOST” site.

2.2.3. **“Install Site”** means the Authorized Site’s physical location where the Software has been installed and which is listed on the applicable Schedule as an “INSTALL” site.

2.3. **Use Rights.** Use Rights to 3M Information are found in the applicable Appendix and are specific to the 3M Product(s) added to the applicable Appendices Schedule(s). Any Use Rights not explicitly granted in this Agreement are reserved by 3M.

2.4. **Restrictions.** Including any additional Restrictions on the applicable Appendices, the Use Rights granted in this Agreement do not permit access or use of 3M Information in any manner not specifically authorized in this Agreement. Client shall not, and shall not permit Authorized Users to:

- (a) download, attempt to download, or make extra copies of the 3M Information, provided however, Client may make: (i) one (1) copy of the Software (non SaaS) for archival purposes and such number of backup copies of the Software (non SaaS) and/or Results as are consistent with Client’s normal periodic backup procedures with all such copies remaining subject to the terms of this Agreement, and (ii) reproduce or copy any portion of the Documents into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder;
- (b) sublicense, lease, lend, transfer (except as permitted herein), redistribute, or permit any third-party to have access to, or the use of, the 3M Information;

- (c) process transactions of any entity or facility that has not been specifically listed as an Authorized Site under the applicable Schedule, including using the Software or Results in a service bureau or any other manner to provide a service or analytics for a third-party;
- (d) disassemble, decrypt, decompile, reverse-engineer, disclose, or use any means to discover the source code, methodologies, or other trade secrets embodied in any 3M Information;
- (e) create derivative works based upon 3M Information;
- (f) engage in any activity or introduce any device, software or routine that interferes with or disrupts the Software, Support Portal (as defined in Section 3.1.3), Client Portal, or the servers or networks which are connected to such;
- (g) remove the Software (non SaaS) from the installation site without 3M's written consent, which shall not be unreasonably withheld; however, during any period of Client Equipment malfunction causing the Software (non SaaS) to be inoperative, Client may use the Software (non SaaS) on alternate Client Equipment if Client promptly notifies 3M in writing (email being acceptable) of the new location (upon correction of the Client Equipment malfunction, Client shall immediately delete Software from the alternate Client Equipment and notify in writing to 3M (email being acceptable) such deletion is complete);
- (h) modify or otherwise alter the 3M Information;
- (i) remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any 3M information;
- (j) use, allow access to, or distribute Results or Deliverables that is not permitted in the applicable Appendix;
- (k) create or offer a "wrapper," which is software that hides the underlying Software or Client Portal by any means;
- (l) use or access any 3M Information for benchmarking, consulting, or data analytics; and
- (m) subject the Software to the requirements of any Excluded License. "Excluded License" means any software license that requires (as a condition of use, modification and/or distribution of the software) that the software or other software combined and/or distributed with the software be: (i) disclosed or distributed in source code form; (ii) licensed to make derivative works; or (iii) redistributable at no charge.

2.5. Third-Party Access to or Use of 3M Information. Except for permitted use under this Agreement by Authorized Users, Client is prohibited from providing or allowing a third-party to view, use, execute, or display 3M Information, or create and/or maintain an Interface using 3M Information, unless the third-party has executed a 3M prepared confidentiality agreement and is listed as a limited license Authorized Site on the applicable Schedule.

2.6. Suspension. 3M may temporarily suspend portions of its performance in the event (a) of a denial of service attack or other attack on the Software; (b) 3M determines there is a reasonable likelihood of risk to 3M, 3M Products, or 3M customers if performance is not suspended; or (c) 3M determines it is prudent to do so for legal or regulatory reasons; or (d) Client is in breach of the Agreement, subject to the cure period set forth in Section 8.2 (with the exception of a breach of 3M intellectual property, for which no cure period shall apply). 3M shall endeavor to provide Client notice of any suspension under this Section 2.6. Any suspension shall only be to the extent and duration necessary to investigate and remediate the adverse condition. If a suspension occurs as a result of items (a)-(d) above which last more than five (5) consecutive days, if Client submits a written request for a credit within sixty (60) days of the end of such suspension, 3M will provide a pro-rated credit for the term of the suspension for the suspended 3M Products, to be applied on a future invoice.

2.7. Verification. Upon thirty (30) day notice, and no more than once every twelve (12) months, during Client's regular business hours and without material disruptions to Client's operation, Client shall allow 3M, or a third-party designated by 3M, to inspect and audit applicable books and records available in Client's ordinary course of business to verify Client's compliance with its obligations regarding the scope of the License and use of 3M Information under this Agreement. The foregoing review right shall not afford 3M or any auditor any right to directly access and manipulate Client's systems. All such access and use will be done by Client personnel. In addition to the payment of fees associated with an excess use at the rates under this Agreement, the cost of any audit conducted by a third-party shall be paid for by Client if the audit reveals a violation of 3M's Intellectual Property Rights, or unauthorized release or use of 3M Information, provided that such third party audit costs may not exceed \$25,000. In the even third party audit costs are payable by Client under this Agreement, the Parties agree to execute an amendment to this Agreement that sets forth the amount of such costs. Should Client fail to sign an amendment, 3M will invoice Client for the costs under this Agreement. All information obtained during the course of a review under this Section shall be subject to the terms of this Agreement and the BAA.

2.8. Third-Party Content. Client agrees to comply with Exhibit B (Third-Party Content Terms and Conditions) which contain flow-down provisions for Third-Party Content that may be incorporated in 3M Products and are contractually required by the Third-Party Content providers. 3M may by written notice, modify the contents of Exhibit B, that do not result in Client incurring additional fees, as may be required by its contracts with Third-Party Content providers by sending Client written notice of the contractually required changes to Exhibit B. In the event a modification to Third-Party Content result in material diminishment to Client's use of the relevant Third-Party Content or 3M Products, Client may elect to terminate this Agreement in whole or in part with respect to the relevant Third-Party Content and/or 3M Products and any Products, Services, Software, or SaaS received by Client hereunder from 3M which is functionally dependent on the relevant Third-Party Content and/or 3M Products.

2.9. Use of Client Data. When Client Data is uploaded, submitted, stored, or otherwise sent to 3M through or in connection with a 3M Product, Client gives 3M the right to use, aggregate, and modify Client Data to develop, enhance, deliver and support the 3M Product(s) and their underlying technologies to Client in connection with performance of this Agreement, in compliance with the terms of the Business Associate Agreement between the Parties, attached hereto as Exhibit A (the "BAA"). This right is subject to all applicable laws restricting the use of the applicable types of Client Data.

3. ADDITIONAL OBLIGATIONS

3.1. 3M's Obligations.

3.1.1. Security. 3M is responsible for the security of, access to, and use of Client Data, and the security of any 3M Product that is installed or stored on 3M equipment. Within seven (7) business days of discovery, 3M will notify Client of unauthorized use, disclosure of, or access to Client Data.

3.1.2. Implementation and Training. When I&T for a module of Software is added to a Schedule, 3M will contact Client and establish a mutually agreed upon I&T plan. 3M agrees to reasonably cooperate with Client including, but not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary personnel, equipment (if any is required by 3M), and technical resources contemplated and required.

3.1.3. Support. Support Services shall be provided as set forth on 3M's website at <https://support.3Mhis.com> as updated from time to time ("Support Portal). Updates and the notifications of Updates for Software installed on Client Equipment, as well as updates to Documents are provided through the Support Portal. Updates to Software installed on 3M equipment are performed by 3M. Support Services do not apply if Client: (a) is in breach of the Agreement; (b) fails to place a Support Service request as set forth in the Support Portal; (c) fails to provide 3M reasonable access to Client's Equipment, data, and qualified Client personnel; and (d) has not installed the most recent or last prior Software Update.

3.1.4. Access. To the extent required by law, 3M and applicable subcontractors, shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and such books, documents and records necessary to verify the cost of services furnished to Client by 3M.

3.2. Client Obligations.

3.2.1. General. Client is responsible for: (a) ensuring Authorized Sites and Authorized Users adhere to the requirements of the Agreement; (b) its business decisions and any medical care it provides; (c) accuracy of Client Data, (d) verifying the accuracy of the Results of the 3M Product(s), (e) any Interfaces not created by 3M, (e) the acquisition and maintenance of Client Equipment and any non-3M software; (f) installing Updates on Client Equipment, and testing and running a commercially reasonable software security scan on all Updates before releasing the Update into its production environment; (g) performing routine backups (e.g., incremental backups performed daily, and full backups performed weekly) of its data and providing 3M with only copies of Client's original data set; (h) provide a list of Client Applications upon request; (i) reasonably cooperating with requests made by 3M; (j) delays or deficiencies caused by special requests made by Client or a government authority (authorized to regulate or supervise Client); and (k) installing all Software for which it has not added I&T to the applicable Schedule. Reasonable cooperation entails but is not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary access, data, personnel, facilities, equipment, and technical resources contemplated and required.

3.2.2. Security. Client is responsible for: (a) security of (to the extent accessed or used by Client under this Agreement), access to, and use of 3M Information; and (b) within fifteen (15) calendar days of discovery, notifying 3M of unauthorized use, disclosure of, or access to 3M Information.

4. CONFIDENTIAL INFORMATION

4.1. Protected Health Information. The Parties will comply with the applicable provisions of HIPAA and the HITECH Act, and when exchange of protected health information ("PHI") is reasonably anticipated, will enter into a business associate agreement. The BAA will be the controlling document as it relates to use, disclosure, confidentiality, and notifications relating to PHI.

4.2. Confidential Information. For the purposes of this Agreement, "Confidential Information" means any business, technical, or personnel information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that: (a) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, or is later summarized in writing by the Disclosing Party to the Receiving Party; or (c) if not so identified or marked as stated previously, information that would be reasonably understood to be confidential due to the nature of the information or the circumstances in which it was disclosed. At all times, this 3M Information, Client Data, Operational Information, and pricing information are Confidential Information.

4.3. Confidential Treatment. Each Party will: (a) keep the Disclosing Party's Confidential Information confidential; (b) use the Disclosing Party's Confidential Information only as authorized or necessary to perform its obligations under this Agreement; and (c) protect the Disclosing Party's Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure or use of Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature. 3M's privacy standards for confidentiality of contact information of Client personnel (i.e. Personal Information) are found in the 3M Global Privacy policy. Neither Party acquires rights to the other Party's Confidential Information, and a Receiving Party shall hold harmless the Disclosing Party and its personnel, from any unauthorized use or disclosure by the Receiving Party, or its suppliers, of the Disclosing Party's Confidential Information.

4.4. Disclosures Required by Law. The Receiving Party may release Confidential Information as required to comply with applicable law, regulation, valid court order, or other binding requirement of a competent governmental authority, provided that in any such case, where permitted by applicable law: (a) the Receiving Party will immediately notify the Disclosing Party in writing of any such requirement (and in any event, prior to disclosure of Confidential Information with as much advanced notice as is practicable under the circumstances); (b) the Receiving Party provides all reasonable assistance to the Disclosing Party in any attempt by the Disclosing Party to limit or prevent the disclosure of Confidential Information; and (c) the Receiving Party agrees to furnish only that portion of the Confidential Information that is legally required to be furnished and, in consultation with the Disclosing Party, to use all reasonable efforts to ensure, to the extent possible, that the information is maintained in confidence by the party to whom it is furnished.

4.5. Exceptions. A Party's Confidential Information does not include information that: (a) is made available to the public by the Disclosing Party; (b) was known to the Receiving Party without an obligation of confidentiality prior to its receipt from the Disclosing Party as evidenced by the Receiving Party's written records; (c) is received by the Receiving Party from a third-party who is not subject to an obligation of confidentiality and without breach of any agreement or violation of law to the Disclosing Party and without breach of any agreement or violation of law; or (d) is independently developed by the Receiving Party without reference to Confidential Information received hereunder. The Parties agree that the existence of a copyright notice shall not cause or be construed to cause the Software or Documents to be a published copyrighted work or in the public domain. A Party's information that would otherwise be Confidential Information, but for a breach of an agreement or violation of law, shall remain the Disclosing Party's Confidential Information.

4.6. Injunctive Relief. Each Party agrees that due to the unique nature of the other Party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

4.7. Return of Confidential Information. On the Disclosing Party's written request or upon expiration or termination of this Agreement for any reason, the Receiving Party will promptly: (a) return or destroy, at the Disclosing Party's option, all originals and copies of all documents and materials it has received containing the Disclosing Party's Confidential Information; and (b) deliver or destroy, at the Disclosing Party's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Receiving Party, prepared under its direction, or at its request from the documents and materials referred to in subparagraph (a), and provide a notarized written statement to the Disclosing Party certifying that all documents and materials referred to in subparagraphs (a) and (b) have been delivered to the Disclosing Party or destroyed as requested by the Disclosing Party.

5. WARRANTIES; INDEMNIFICATION

5.1. 3M Warranties and Indemnification.

5.1.1. Debarment/Exclusion from Participation Warranty. 3M represents and warrants to Client that upon the Effective Date, neither it nor any of its officers, directors, or employees performing 3M's obligations under the Agreement (collectively "3M Participant") is excluded from participation in any applicable Federal or State health benefits program. Upon discovery that a 3M Participant is excluded, 3M will immediately remove the 3M Participant from involvement with this Agreement and promptly notify Client of the same. REMOVAL OF A 3M PARTICIPANT FOR EXCLUSION IS CLIENT'S SOLE REMEDY, UNLESS 3M ITSELF IS THE EXCLUDED PARTICIPANT, IN WHICH CASE CLIENT'S REMEDY IS TERMINATION OF THE AGREEMENT AND A PRORATED CREDIT OF PREPAID FEES.

5.1.2. Software Performance Warranty. 3M represents and warrants that Software shall perform in substantial accordance with the Documents; however, 3M does not represent or warrant the operation of the Software will be uninterrupted, error-free, or that immaterial non-conformance between the Software and Documents can be corrected. Upon receipt of written notice (including through a request for Support Services) from Client that Software fails to meet this warranty, 3M shall provide Support Services in accordance with the terms of the Agreement. IF 3M IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE 3M PRODUCT THAT FAILS TO MEET THE WARRANTY AND ANY OTHER 3M PRODUCT THAT IS FUNCTIONALLY DEPENDENT ON THE DEFECTIVE PRODUCT AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID FEES RELATED TO ANY TERMINATED PRODUCT, INCLUDING FOR SUPPORT SERVICES.

5.1.3. Services Warranty. 3M represents warrants to Client that Services will be performed in a workman-like manner, using generally recognized commercial practices and standards and that 3M and 3M's agents, employees, and subcontractors performing Services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver

the Services required under this Agreement and are not employees of Client, or immediate family of an employee of Client. Provided 3M receives written notice of breach of this warranty from Client within thirty (30) days after the Service was performed, CLIENT'S REMEDY IS, AT 3M'S OPTION TO EITHER: (A) RE-PERFORM THE SERVICES IN A MANNER CONSISTENT WITH THIS WARRANTY; OR (B) REFUND TO CLIENT ANY AMOUNTS PAID FOR THE SERVICES THAT FAIL TO MEET THIS WARRANTY AND ANY OTHER SERVICES THAT ARE RELATED OR FUNCTIONALLY DEPENDENT ON THE DEFECTIVE SERVICES AND TERMINATE THE SERVICES GIVING RISE TO THE CLAIM WITHOUT FURTHER OBLIGATION ON THE PART OF EITHER PARTY.

5.1.4. Hardware Warranty. Any warranty for Hardware is provided by the manufacturer of the Hardware. "Hardware" means tools, machinery, and other tangible equipment.

5.1.5. Disabling Code Warranty. 3M represents and warrants to Client that after using reasonable, industry-standard, up-to-date anti-virus technology, the 3M Product does not contain viruses, worms, trojan horses, spyware, ransomware, trap doors, time bombs, or other similar devices and techniques. Nothing prevents the inclusion of technical protection measures in the 3M Product for purposes of preventing unauthorized use, are not considered Disabling Code. IF 3M IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE 3M PRODUCT THAT FAILS TO MEET THE WARRANTY AND ANY OTHER 3M PRODUCT THAT IS FUNCTIONALLY DEPENDENT ON THE DEFECTIVE PRODUCT AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID FEES RELATED TO ANY TERMINATED PRODUCT, INCLUDING FOR SUPPORT SERVICES.

5.1.6. General 3M Warranty. 3M represents and warrants to Client that (a) it has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein; (b) its performance of this Agreement does not and will not violate or conflict with any agreement to which 3M is a party; and (c) its performance of this Agreement shall at all times comply with all applicable laws and regulations.

5.2. Client Warranties.

5.2.1. Client Data Use. Client represents and warrants that Client has all rights and permissions necessary to grant 3M the use rights set forth in Section 2.9, Use of Client Data.

5.3. 3M Indemnification. 3M shall indemnify, defend and hold Client and its directors, officers, agents, employees, harmless from any liability for any damages, cost or expense actually and finally awarded against Client, or any settlement made by 3M, that is caused by or resulting from any third-party, claim, action, suit or proceeding (i) related to any of its obligations or responsibilities in Section 3.1 or (ii) that a specific 3M Product licensed under this Agreement infringes or misappropriates such third-party's patent, trademark, copyright or trade secret ("Infringement Claim"). Client shall give 3M prompt notice of any Infringement Claim and provide 3M with a copy of any pleadings or claim. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of 3M. Client shall reasonably cooperate with 3M in 3M's defense and settlement of an Infringement Claim, at 3M's expense with respect to any out-of-pocket third party costs incurred by Client in cooperating with 3M. In the event that use of the 3M Product is enjoined or, in 3M's opinion, likely to be enjoined, 3M will, at its option and expense and in addition to defending, indemnifying, and holding Client harmless against the Infringement Claim in accordance with this Section, either: (a) procure for itself, or Client, as applicable, the right to continue using the relevant 3M Product; (b) replace or modify the same so that the relevant 3M Product is comparable and non-infringing, or (c) terminate the alleged infringing 3M Product, require Client to cease all further access to and use of the relevant 3M Product and in such case, 3M will provide Client pro-rated credit of prepaid fees, except with respect to Perpetual Software, a credit in an amount equal to the unamortized portion (based on straight-line depreciation over a five-year period) of the license fee. 3M shall have no obligation or liability under this Section in the event any Infringement Claim results solely from licensure of the 3M Product in combination with any item not furnished by 3M such liability would not have occurred from the licensure of the 3M Product itself. THIS SECTION STATES CLIENT'S REMEDY FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED.

5.4. Client Indemnification. To the extent permitted by law, Client shall indemnify, defend and hold 3M and its directors, officers, agents, employees harmless from any liability for any damages, cost or expense actually and finally awarded against 3M, or any settlement made by Client, that is caused by or resulting from any third-party, claim, action, suit or proceeding related to any of Client's obligations or responsibilities in Section 2.9 and 3.2.

5.5. Indemnification for Third Party Claims. Excluding the specific indemnification obligations of 3M set forth in Section 5.3 and those of Client in Section 5.4, each party agrees to indemnify the other party and its directors, officers, agents, employees, affiliates, subsidiaries, and successors in interest against, and agrees to hold them harmless from, any and all third party claims, demands, and recoveries (including without limitation interest, penalties and attorneys' fee) asserted by a third party and arising out of or relating to any acts or omissions by the indemnifying party, its officers, directors, agents and employees (or combination thereof) in connection with this Agreement.

5.6. Exclusions

5.6.1. Warranty Exclusions. THE WARRANTIES SET FORTH IN THIS AGREEMENT DO NOT APPLY IF: (A) THE 3M PRODUCT IS USED, IN WHOLE OR IN PART, WITH COMPUTER EQUIPMENT, INTERFACE(S) OR OTHER SOFTWARE OTHER THAN THOSE RECOMMENDED IN WRITING BY 3M FOR USE WITH THE 3M PRODUCT; (B) ANYONE OTHER THAN 3M OR 3M PERSONNEL IN ANY WAY MAINTAINS, ATTEMPTS TO MAINTAIN, MODIFIES OR ATTEMPTS TO MODIFY THE 3M PRODUCT OR ANY PART THEREOF IN ANY MANNER,

EXCEPT FOR THOSE ELEMENTS OF THE 3M PRODUCT THAT ARE SPECIFIED IN THE DOCUMENTS AS BEING USER-DEFINABLE; (C) THE 3M PRODUCT IS USED IN ANY MANNER OTHER THAN AS SPECIFIED IN THE DOCUMENTS; (D) CLIENT FAILS TO USE ANY UPDATE, NEW OR CORRECTED VERSIONS OF THE 3M PRODUCT OR ANY COMPONENT THEREOF MADE AVAILABLE BY 3M; (E) CLIENT FAILS TO FOLLOW ANY WRITTEN DIRECTIONS OR TO PERFORM ANY PROCEDURES PRESCRIBED BY 3M IN WRITING, TO THE EXTENT THE SAME DO NOT MATERIALLY DIMINISH CLIENT'S USE OF THE 3M PRODUCTS; (F) ANY ABUSE, MISUSE, ACCIDENT OR NEGLIGENCE, IN EACH CASE OTHER THAN BY 3M OR 3M PERSONNEL SHALL HAVE OCCURRED IN RELATION TO THE 3M PRODUCT; (G) THE NON-CONFORMANCE OF THE 3M PRODUCT WITH THE WARRANTY IS CAUSED BY CIRCUMSTANCES OTHER THAN BY THE 3M PRODUCT ITSELF, OR BY 3M OR 3M'S PERSONNEL OR SUBCONTRACTORS; OR (H) MODIFICATIONS TO THE 3M PRODUCT MADE BY 3M AT CLIENT'S REQUEST UNLESS 3M HAS AGREED TO WARRANT SUCH MODIFICATIONS IN WRITING.

5.6.2. Third-Party Content. IF 3M RECEIVES A WARRANTY ON THE THIRD-PARTY CONTENT, TO THE EXTENT ALLOWABLE, SUCH WARRANTY SHALL BE PASSED THROUGH TO CLIENT, OTHERWISE, EXCEPT AS SET FORTH HEREIN, ALL THIRD-PARTY CONTENT IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The parties acknowledge and agree that, as of the Effective Date, there is no Third Party Content provided to Client by 3M that is accompanied by its own license agreement or requires payment by Client in excess of the Contract Sum.

5.6.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

6. LIMITATIONS OF LIABILITY

6.1. RESTORATION OF CLIENT DATA. ALL CLIENT DATA SENT TO 3M IS TO BE A COPY OF CLIENT'S ORIGINAL DATA SET. 3M WILL USE INDUSTRY STANDARD AND COMMERCIALY REASONABLE MEASURES TO PERFORM REGULAR BACKUPS OF CLIENT DATA IN ITS POSSESSION OR CONTROL. IF CLIENT DATA IS LOST DUE TO 3M'S NEGLIGENT ACT OR OMISSION, OR BREACH OF WARRANTY, CLIENT'S EXCLUSIVE REMEDY SHALL BE FOR 3M TO USE COMMERCIALY REASONABLE EFFORTS TO RECOVER THE LOST CLIENT DATA SINCE CLIENT'S LAST REQUIRED BACKUP.

6.2. EXCLUDED DAMAGES. EXCEPT FOR A BREACH OF 3M'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CLIENT, NOR 3M AND ITS SUPPLIERS SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO 3M ARISING FROM CLIENT'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. 3M AND ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY INTERRUPTION OR LOSS OF USE OF THE 3M PRODUCT, NOR FROM THE UNAVAILABILITY OF, OR CLIENT'S INABILITY TO OBTAIN OR ACCESS, MEDICAL OR OTHER DATA ARISING FROM (A) INTERRUPTION OR MALFUNCTION OF CLIENT'S INTERNET CONNECTION, SYSTEMS, OR EQUIPMENT, OR (B) A FORCE MAJEURE EVENT UNDER SECTION 9.5.

6.3. MAXIMUM LIABILITY. CLIENT AND 3M'S AND ITS SUPPLIERS' MAXIMUM CUMULATIVE ANNUAL LIABILITY FOR ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY IS LIMITED TO TWO (2) TIMES THE FEES PAID TO 3M FOR THE 3M PRODUCT GIVING RISE TO THE LIABILITY, FOR THE 3M PRODUCT GIVING RISE TO THE LIABILITY, IN THE YEAR LIABILITY AROSE (INCLUDING, AS APPLICABLE UNDER THIS PRIOR AGREEMENT). ALL OTHER LIABILITIES NOT SPECIFICALLY LINKED TO A 3M PRODUCT IS LIMITED TO THE FEES PAID (INCLUDING, AS APPLICABLE UNDER THIS PRIOR AGREEMENT) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. CLIENT AND 3M AND ITS SUPPLIERS MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000). THIS SECTION DOES NOT APPLY TO ANY NON-INFRINGEMENT INDEMNIFICATION OBLIGATIONS OR BREACH OF UNSECURED PROTECTED HEALTH INFORMATION.

6.4. EXCLUSIONS. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTIONS 6.1, 6.2, AND 6.3 SHALL NOT APPLY TO NOR LIMIT THE PARTIES LIABILITY FOR A PARTIES' LIABILITY FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THOSE SET FORTH IN SECTION 4, A PARTY'S BREACH OF ITS DATA PRIVACY AND SECURITY OBLIGATIONS UNDER THIS AGREEMENT, A PARTY'S BREACH OF THE BAA, A SECURITY INCIDENT INVOLVING 3M INFORMATION, PHI, OR CLIENT DATA IN 3M'S POSSESSION, CUSTODY, OR CONTROL, OR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THOSE SET FORTH IN SECTIONS 5.3, 5.4, and 5.5 OF THE AGREEMENT AND IN THE BAA.

7. FEES; AND INVOICING

7.1. Payment of Fees. All fees and other charges are payable in U.S. dollars, are due in accordance with the following payment terms: Client shall have a period of fifteen (15) days from its receipt of invoice to certify the invoice and transmit it to Client's Auditor-Controller for payment and Client's Auditor-Controller shall issue payment within thirty (30) days of receipt of the certified invoice ("Payment Period"). Client may dispute an invoiced item that Client reasonably believes is incorrect, and for which Client intends to withhold payment; provided that Client: (a)

gives 3M a written notice detailing the specific items and amount in dispute and the basis of the dispute (or the invoiced item shall be deemed undisputed), and (b) uses reasonable efforts to pay all undisputed amounts in full.

7.2. Late Payment; Suspension. If Client becomes thirty (30) days delinquent on any undisputed fees, upon written notice to Client and following Client's opportunity to cure set forth in Section 8.2, 3M may suspend its obligations under the Agreement until such undisputed past due charges are brought current. Nothing in this Agreement shall be interpreted to entitle 3M to assess, charge or collect late charges, fees or interest against Client for any amounts due under this Agreement.

7.3. Delays and Additional Expenses. If Client delays or postpones a scheduled event with less than seven (7) day notice, Client shall pay to 3M all reasonably incurred and nonrefundable expenses associated with the delayed or postponed event, and a rescheduling fee calculated to represent one (1) day's fees for the canceled event, provided any such additional fees are authorized by written amendment to this Agreement. A scheduled event delayed or postponed by 3M will be performed by 3M at no additional costs to Client. If business travel and miscellaneous expense are not included in the quoted fees, they will be subject to amendment and billed to Client without mark-up, and will be incurred in accordance with the County of Monterey Travel and Business Expense Reimbursement Policy. 3M will make every effort to minimize travel expenses, when practical. If the delivery of a scheduled event, Services, or Consulting Services is delayed at Client's request, the entire schedule may be extended at 3M's discretion, it being understood that any such extension may exceed the delay requested by Client.

7.4. Taxes. Quoted fees do not include applicable taxes, duties, or amounts levied in place of taxes (collectively "Taxes"). 3M will invoice Client all applicable Taxes unless Client provides 3M a tax-exempt form. Client is not responsible for paying 3M's personal property taxes on the 3M Products nor taxes based on 3M's net income.

7.5. All Fees Stated. 3M will charge, and Client will pay, a fixed price for all software, products, licenses, support and services provided or performed by 3M or its agents pursuant to this Agreement equal to the amount set forth in Schedule 1.1 (Annuity Products Fee Schedule) (the "Contract Sum"). Notwithstanding anything to the contrary in this Agreement, including Section 7.4, except for the Contract Sum or as otherwise agreed pursuant to a valid amendment modification to this Agreement, there are no other fees or costs to be paid by Client under this Agreement. Any costs, taxes or expenses in excess of the Contract Sum must be set forth in a written amendment signed by both Parties. All fees for 3M Software or Services, or other products or services hereunder shall be charged by 3M, and paid by Client, only at the mutually agreed upon rates set forth in this Agreement or a valid amendment modification to this Agreement.

8. TERM AND TERMINATION

8.1. Term of the Agreement. The Agreement begins on the Effective Date and ends upon the termination of the Term of Schedule 1-1 (Annuity Products Fee Schedule) unless extended by an amendment to this Agreement.

8.2. Termination for Cause. Either Party may immediately terminate the applicable 3M Product or the Agreement if: (a) the other Party has failed to take reasonable steps to cure a breach of this Agreement within thirty (30) days after receiving written notice describing the breach; (b) the other Party becomes insolvent; or (c) either Party ceases to conduct business relevant hereunder. In the event Client terminates a 3M Product due to a material breach of a performance warranty by 3M, Client's remedy is for 3M to a refund to Client (i) for Perpetual Software, the unamortized portion of the pre-paid license fee based on straight-line depreciation over a five-year period, (ii) for Software other than Perpetual Software, the unused portion of the current year's pre-paid fee for the Software, or (iii) for Services, the actual fees paid to 3M for the Service not yet performed or not performed in accordance with this Agreement.

8.3. Fiscal Non-Appropriation of Funds. Client's payments to 3M under this Agreement are funded by local, state, and federal governments. Notwithstanding anything to the contrary in the contrary in this Agreement, in the event that such funds are not appropriated in any fiscal year, or are not continued at a sufficient level, during the term of this Agreement, then Client may terminate this Agreement upon written notice to 3M, such termination to take effect immediately or on such date thereafter as otherwise specified by Client in the notice.

8.4. Obligations upon Termination. Upon termination of this Agreement or a Use Right for a specific 3M Product, each Party shall immediately cease use of the other Party's Confidential Information as it relates to the Use Right that was terminated, or all Confidential Information if the entire Agreement has terminated. Within fifteen (15) days of termination, Client shall: (a) certify that the relevant Software has been de-installed, or if the applicable Software requires 3M to assist in the de-installation have scheduled with 3M a date acceptable to 3M for 3M to de-install the Software; and (b) returned or destroyed all applicable Documents. Within ninety (90) days of the termination of the Agreement, the Parties will have destroyed all the other Party's Confidential Information, or Confidential Information related to the Use Right terminated, except those copies necessary to comply with legal obligations and items for which a perpetual license has been issued. IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, CLIENT IS IN BREACH OF 3M INTELLECTUAL PROPERTY RIGHTS, AND 3M MAY ELECT TO EITHER: (I) DEEM 3M PRODUCT(S) TO BE IN USE BY CLIENT AND THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT; OR (II) SEEK ALL REMEDIES AT LAW TO ENSURE CLIENT HAS DE-INSTALLED THE SOFTWARE AND DESTROYED THE DOCUMENTS.

8.5. Divestiture of Authorized Sites. In the event an Authorized Site is divested, subject to 3M's right of approval, the Parties shall honor the Transition Period. "Transition Period" means a period of time the divested site is to remain an Authorized Site on this Agreement, which shall end the earlier of the date the divested site (a) has an active license for the relevant 3M Products under another agreement with 3M, (b) six

(6) months following the date of divestiture, or (c) the divested site's notice to 3M it wishes to terminate all 3M Products under this Agreement. Upon conclusion of the Transition Period, the Use Rights for the divested site will terminate, and 3M will issue a prorated refund to Client applicable prepaid and unused fees.

9. GENERAL PROVISIONS

9.1. Entire Agreement. This Agreement represents the final, complete, exclusive and fully integrated agreement between the Parties with respect to its subject matter and supersedes any understanding, discussions, negotiations, representation or warranty of any kind made prior to or simultaneous with the execution of this Agreement, and no ancillary agreement or obligations are binding on 3M or 3M Personnel unless added to this Agreement by amendment. Terms or conditions found on a purchase order(s) or any other Client prepared document are specifically rejected and do not form any part of this Agreement. Any waiver of any terms and conditions of this Agreement must be in writing and signed by Client and 3M. A failure or delay in enforcing any right or remedy under this Agreement shall not be construed as a waiver of any existing or future right or remedy.

9.2. Amendments. Notwithstanding anything contrary in this Agreement, no changes, amendments, or modifications to this Agreement, including any terms set forth in any shrink-wrap, click-warp, click-accept, online terms, privacy policies, or website terms (collectively "Additional Terms") shall be effective unless in writing and signed by both parties. Any changes to the Agreement must be done through, and any Additional Terms must be set forth in, a 3M prepared amendment executed by both Parties. 3M acknowledges that only Client's Chief Executive Officer, with authorization from the County of Monterey Board of Supervisors, may enter into agreements on its behalf and that no other personnel may bind Client.

9.3. Interpretation, Priority. The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict of terms, the more specific parts of the Agreement prevail over more general; as such, any conflict shall be resolved in the following order of priority unless specifically stated otherwise (the more specific and controlling document listed first): The BAA, with respect to PHI, the Agreement's General Terms and Conditions, Schedule, SOW, Appendix, and all other Exhibits, provided, however, that with respect to Third Party Content required terms, in the event of any conflict between the Agreement's General Terms and Conditions and the Third Party Content required terms attached hereto as Exhibits, the relevant Third Party Content required terms attached hereto shall govern solely with respect to the applicable Third Party Content.

9.4. Assignment. Neither party shall assign or otherwise transfer this Agreement, including but not limited to, an acquisition or change of control (e.g. merger, sale, voting membership) without the other party's prior written consent, which shall not be unreasonably withheld, and any attempt to do so shall be void.

9.5. Force Majeure. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Notwithstanding the foregoing, if such force majeure event precludes payment of fees or the fulfillment of an obligation hereunder, the Parties will work together in good faith to come to a mutually agreeable resolution. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances. For purposes of this Agreement, the "Coronavirus" (also referred to as COVID-19) does not constitute a force majeure event as contemplated by this Section. This Agreement is being affirmed by the Parties after the onset of the Coronavirus outbreak and event, and 3M has entered into its commitments with knowledge of the impacts and potential impacts of this event and has agreed to deliver the Software, Services and Documents in the manner and time, and for the price, agreed to herein.

9.6. Announcements; Trade Name. Neither Party may use the other Party's name, trade name or logo, or issue an announcement concerning this Agreement to the trade press or industry consultants without prior written consent.

9.7. Notices. All required legal notices shall be given to the address listed on the cover page of the Agreement, by authorized personnel in writing and delivered by personal delivery, certified or registered mail, overnight carrier, or to a designated email address. Any change of address or representative shall be promptly communicated in writing to the other Party. All other correspondence can be addressed to the parties' representatives listed on Exhibit D. If Exhibit D is not completed or the designated party's representative is not reachable, such notices may be delivered to the address on the cover page of the Agreement.

9.8. Intentionally Omitted.

9.9. Dispute Resolution. The parties shall attempt in good faith to resolve any controversy, claim or dispute (cumulatively, "Dispute") arising from or relating to this Agreement by negotiations between representatives of the parties. Prior to any litigation, the parties agree that "C-Level" executive or the equivalent from each party will discuss with one another to seek a resolution ("C-Level Meeting"), and if the C-Level Meeting doesn't resolve the Dispute, the Dispute may undergo mediation upon mutual agreement of the parties using a mediator with a background in the industry and subject matter of the Dispute (mediation costs shall be shared equally). In the event of litigation both parties hereby waive any right of trial by jury. Nothing herein shall preclude a Party from taking any action necessary to preclude imminent and irreparable harm, nor diminish a Party's obligation to minimize damages. 3M shall continue to perform under this Agreement during any Dispute.

9.10. No Third-Party Beneficiaries. Unless stated otherwise the Parties expressly acknowledge and agree that no third-party is intended to be nor shall be considered a beneficiary of any provision of this Agreement.

9.11. Insurance. During the term of this Agreement, the Parties shall each maintain insurance policies appropriate to its obligations under this Agreement, certificates of which shall be provided to the other Party upon request.

9.11.1. Insurance Coverage Requirements: Without limiting 3M's obligations under this Agreement, including its duty to indemnify, 3M shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- (a) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (b) Cyber Liability Insurance, including first party and third-party coverage, with limits no less than \$3,000,000 per occurrence and \$3,000,000 in the aggregate for all claims each policy year.
- (c) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (d) Workers' Compensation Insurance, If 3M employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (e) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services.

9.11.2. Other Requirements. Unless otherwise specific in this Agreement, all such insurance shall be written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date 3M completes its performance of services under this Agreement.

9.12. Compliance with Laws. Each Party shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws. If one Party believes that the other may not comply with one of the foregoing, it shall so notify the other Party, which will promptly look into the matter and take measures necessary to remedy any non-compliance. Notwithstanding any other provision in this Agreement, this Agreement is not intended to designate 3M as a delegated entity or First Tier, Downstream, or Related Entity (FDR) under this Agreement or applicable Centers for Medicare & Medicaid Services (CMS) rules.

9.13. Affirmative Action/NRLA Rights Notice. If applicable under law: (a) the Parties hereby incorporate the requirements of 41 CFR 60-1.4(a) and 29 CFR Part 471, Appendix A to Subpart A; or (b) 3M and any of its subcontractors shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ, and advance in employment, qualified protected veterans and individuals with disabilities.

9.14. Independent Contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

9.15. Injunctive Relief. The Parties agree that a breach of the Agreement may cause immediate and irreparable harm to the damaged party and that monetary damages will not be adequate to fully compensate the damaged Party. Therefore, each Party is entitled to seek injunctive relief for a threatened, anticipated, or actual breach of the Agreement.

9.16. Severability. The provisions of this Agreement are severable. If any part of this Agreement is deemed or rendered void, invalid, or unenforceable, in any jurisdiction in which this Agreement is performed, then that part will be severed from the remainder of the Agreement only as to that jurisdiction. Such severance will not affect the validity or enforceability of the remainder of this Agreement unless such severance substantially impairs the value of the whole agreement to any Party.

9.17. Survival. Sections 2.1, 4, 5, 6, 7, 8, and 9 hereof shall survive any termination of any Appendix, and/or 3M Product(s), and/or this Agreement, as applicable.

9.18. Attachments. The following are 3M's standard Exhibits and Appendices, which are added only when applicable, based on the 3M Products added by Client on the Agreement:

APPENDICES:

Appendix 1	Annuity Products Additional Terms
Appendix 2	RESERVED
Appendix 3	RESERVED
Appendix 4	RESERVED
Appendix 5	RESERVED
Appendix 6	RESERVED
Appendix 7	RESERVED
Appendix 8	RESERVED
Appendix 9	RESERVED

EXHIBITS:

Exhibit A	Business Associate Agreement
Exhibit B	Third-Party Content Required Terms
Exhibit C	Network and/or Facility Access and Confidentiality Agreement
Exhibit D	Client Contact Information

* * *

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

[Separately Negotiated]

EXHIBIT B
THIRD-PARTY CONTENT REQUIRED TERMS
(COMPOSITE EXHIBIT)

EXHIBIT B - 1

THIRD-PARTY CONTENT REQUIRED TERMS

AMA TERMS AND CONDITIONS

The following terms and conditions apply to Client's use of Software containing Current Procedural Terminology (CPT®) and/or material published in CPT® Assistant (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B, with respect to Client's use of the AMA Editorial Content, the terms and conditions of this Exhibit B shall control.

1. Grant of Rights Restrictions. Client has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client's access to updated AMA Editorial Content depends upon a continuing contractual relationship between 3M and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B. Any printing or downloading of CPT® Assistant from the Software must be solely for Client's internal use, without any modification to the content, and in such a way that all references to the AMA are included.

2. Notices. CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision.

3. Backup Rights. Client may make backup copies of the Software containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.

4. Warranty Disclaimer. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. CLIENT'S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE SOFTWARE IS "AS IS" WITHOUT ANY LIABILITY TO 3M OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET CLIENT'S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO 3M REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.

5. AMA as Third-Party Beneficiary. The AMA is a third-party beneficiary of those terms and conditions of the Agreement, including this Exhibit B, necessary to protect the rights and interests of the AMA with respect to AMA Editorial Content.

* * *

EXHIBIT B - 2**THIRD-PARTY CONTENT REQUIRED TERMS****HEALTH FORUM TERMS AND CONDITIONS**

To the extent Client has licensed Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

ICD-10-CM and ICD-10-PCS Coding handbook (most current year), by Nelly Leon-Chisen, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-10-CM and ICD-10-PCS Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information.

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EXHIBIT B - 3**THIRD-PARTY CONTENT REQUIRED TERMS****NOTICES****LOINC NOTICE**

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EXHIBIT C

NETWORK AND/OR FACILITY ACCESS AND CONFIDENTIALITY AGREEMENT

This ACCESS AND CONFIDENTIALITY AGREEMENT is made by and between 3M Health Information Systems, Inc. ("3M") and the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of **Natividad Medical Center** ("Client") (collectively the "Parties"). The Parties have contemporaneously entered into a **Master Software and Services Agreement**, as amended ("the MSSA Agreement"), pursuant to which, inter alia, Client and 3M have agreed to terms and conditions setting forth the complete rights and obligations of the Parties including, but not limited to, the use and confidentiality of the Parties systems and information, and provisions relating to the use of Protected Health Information (as set forth in the Exhibit to the MSSA Agreement entitled Business Associate Agreement or as an independent Business Associate Agreement ("BAA")). All of the terms and conditions of the MSSA Agreement shall continue in full force and effect and shall apply to this Access Agreement. If a conflict arises between the terms of this Access Agreement and the terms of the MSSA Agreement and BAA, the conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): the BAA (limited to a breach of Protected Health Information as defined in HIPAA), the MSSA Agreement, this Access Agreement.

As set forth in the MSSA Agreement, 3M understands that Client must assure the confidentiality of its human resources, payroll, financials, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, "Operational Information"). As used herein, Operational Information shall also include Client Data. 3M shall not remove the trademarks, trade names or any proprietary markings from any Operational Information, or other materials delivered to or accessed by 3M pursuant to this Agreement, and will cause them to appear on all copies made by 3M authorized under the Agreement. Further, in connection with this Agreement and the MSSA Agreement, including the BAA, 3M shall instruct its employees, agents, contract workers, and subcontractors ("3M Personnel") as follows:

1. Not to disclose or discuss any Operational Information with others who do not have a need to know such information.
2. Not to divulge, copy, release, sell, loan, alter, or destroy any Operational Information except as properly authorized.
3. Not to discuss Operational Information where others can overhear the conversation. It is not acceptable to discuss Operational Information even if the patient's name is not used.
4. Not to make any unauthorized transmissions, inquiries, modifications, or purging of Operational Information.
5. The confidentiality obligations under this Agreement will continue after termination or expiration of the Services Agreement, or 3M's relationship ceases with Client.
6. To immediately return to Client any documents or media containing Operational Information upon termination of access.
7. That 3M and 3M Personnel have no rights to any ownership interest in any information accessed or created by the same during the relationship with Client.
8. To abide by 3M's Compliance and Ethical Business Conduct Guidelines, found at: http://solutions.3m.com/wps/portal/3M/en_US/businessconduct/bcmain?WT.mc_id=www.3m.com/businessconduct.
9. That a violation of this Agreement may result in disciplinary action, up to and including termination of access or suspension/loss of privileges within Client systems.
10. To only access or use systems or devices 3M Personnel are officially authorized to access and not to demonstrate the operation or function of systems or devices to unauthorized individuals.
11. That Client may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
12. To practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords appropriately, and positioning screens away from public view.
13. To practice secure electronic communications by transmitting Operational Information only to authorized entities, in accordance with approved security standards.
14. To use only 3M Personnel's officially assigned User-ID and password and use only approved licensed software.
15. To never share/disclose user-IDs, passwords or tokens, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
16. To notify the appropriate Information Services person, as directed by Client, if any 3M Personnel password has been seen, disclosed, or otherwise compromised, and report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Operational Information.

The Parties have agreed to this Access and Confidentiality Agreement, which has been signed by way of the MSSA Agreement and will be terminated by way of the MSSA Agreement. Please see MSSA Agreement Signature Page for the authorized signatures.

**SECTION BELOW TO BE FILLED OUT BY 3M PERSONNEL REQUIRING ACCESS TO CUSTOMER FACILITY (AS AND WHEN REQUIRED)
CUSTOMER WILL PROMPTLY PROVIDE ACCESS TO ALL REQUESTS BY 3M PERSONNEL**

NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL	PHONE NUMBER

EXHIBIT D

CLIENT CONTACT INFORMATION

Client shall provide the following information:

Send Invoices to:

Name: _____

Title: _____

Address: _____

Phone number: _____

Email Address: _____

Email Address for Invoices: _____

Accounts Payable Contact:

Name: _____

Title: _____

Phone number: _____

Email address: _____

Contact for installation:

Name: _____

Title: _____

Phone number: _____

Email address: _____

Renewal contact:

Name: _____

Title: _____

Phone number: _____

Email address: _____

* * *

APPENDIX 1

ANNUITY PRODUCTS ADDITIONAL TERMS

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL ONLY APPLY TO 3M PRODUCTS ADDED UNDER THIS APPENDIX AND IDENTIFIED ON ANY SCHEDULE 1.

- A. Definitions.** Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.
- A.1. “Annual Billing Cycle”** means each one-year period, beginning on the first License Start Date unless otherwise set forth on any Schedule 1.
- A.2. “Annuity Software”** means Software licensed to Client on an annual or multi-year annual basis, but less than a perpetual basis, which may be installed on Client’s systems, 3M’s systems (SaaS), or a combination of the two.
- A.3. “Renewal Proposal”** means a 3M-prepared document that sets forth the fees for the first year of any subsequent Renewal Term hereunder invoiced by 3M and due by Client for such Renewal Term.
- B. Use Rights.** Subject to the Client’s compliance with this Agreement, 3M grants to Client, a non-exclusive, non-transferable (except as set forth in the Agreement) and non-sublicensable license during the License Term of each Schedule 1 to (a) install the non-SaaS Annuity Software at the Client’s designated Install Site(s) listed on the applicable Schedule 1 and located within the Territory, and (b) permit Authorized Users to access and use the Annuity Software and Documents solely for processing transactions and using the Results for Client’s healthcare business reimbursement purposes of the Authorized Sites, and (c) permit Client to create an Interface between the Software and Client developed systems (“License”). Third party developed Interfaces and/or interfaces to third party software shall be in accordance with Section 2.5.
- C. Term of Use Right.** The term of Client’s License to the Annuity Software shall be as set forth on the applicable Schedule 1 (“License Term”). Once the License Start Date for any 3M Product on the applicable Schedule 1 has been established, all other 3M Products listed or added on the same Schedule 1 will share the same License Term, and any 3M Products added will be pro-rated to the next Annual Billing Cycle of the applicable Schedule 1.
- D. Renewal Term.** The License Term for any Schedule 1 shall automatically terminate. Client may renew only upon execution by both parties of a mutually agreed upon amendment, for a successive License Term of the same duration as the then-current License Term (each a “Renewal Term”), subject to either Parties right to choose not to renew any 3M Product(s) with at least sixty (60) days written Notice prior to the end of the then-current term of the applicable Schedule 1. The fees for all the 3M Product(s) for any additional Renewal Term will be as set forth in the relevant amendment.
- E. Annuity Software Fees, Invoicing and Payments.** License and I&T fees for each Authorized Site are set forth on the applicable Schedule 1 hereto, and unless otherwise set forth on such Schedule 1, shall be invoiced to Client as set forth below.
- E.1. Fees; Invoicing.**
- E.1.1. License Fees.** Annuity Software license fees, set forth on any Schedule 1, will be invoiced to Client on the earlier of: (a) shortly after their License Start Date, or (b) 30 days before the Annual Billing Cycle of each Schedule 1. 3M shall communicate Client’s next Annual Billing Cycle fees for each Schedule 1 by e-mail, U.S. mail, or courier approximately ninety (90) days prior to the end of the Annual Billing Cycle of each Schedule 1. The annual License fee increases during any then-current License Term on any Schedule 1 shall not exceed five percent (5%) of the License fees for the immediately preceding year, unless otherwise set forth on the applicable Schedule 1. The fees for the first year of any Renewal Term will be provided to Client within a Renewal Proposal for any Schedule 1, delivered to Client’s Notice address or the Renewal Contact in Exhibit D. The Renewal Proposal will: (i) reflect 3M’s then-current list fee, less Client’s applicable discounts, and (ii) be superseded by the most recent version of the Renewal Proposal for any Schedule 1 provided to Client.
- E.1.2. Additional Annuity Software and/or Authorized Sites.** During the License Term, the Parties upon mutual consent, may add new items of Annuity Software and additional Authorized Sites to any Schedule 1 by executing mutually agreed upon amendment. 3M will prorate the first year’s License fees for any additional items of Annuity Software and new Authorized Sites from their License Start Date to the end of the current Annual Billing Cycle of the applicable Schedule 1.
- E.1.3. Invoicing and Payment for Software Installation and Training fees.** Software I&T fees, set forth on any Schedule 1, will be invoiced to Client on or shortly after the License Start Date for the associated item(s) of Annuity Software, unless otherwise set forth on the applicable Schedule 1 or SOW attached to any Schedule 1.

* * *

PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law. Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

SCHEDULE 1-1

ANNUITY PRODUCTS FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 1.

1. Term of Schedule 1-1; Contract Sum.

1.1. The License Term of this Schedule is **five (5) years beginning on August 9, 2021.**

1.2. The maximum Contract Sum under this Schedule is \$1,144,010.00.

2. Itemized Schedule of 3M Products below:

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1 ST YR ANNUAL & ONE TIME FEE
302503	Networking	-----	NATIVIDAD MEDICAL CENTER--1441 CONSTITUTION BLVD, SALINAS, CA , HI2930399	Install/Access Site	
1.	Existing	APC	APCfinder Software	\$15,260.66	\$14,497.63
2.	Existing	APRDRGCAS	Advanced Analyzer	\$31,415.77	\$29,844.98
3.	Existing	C&RSNOAA	Coding, Classification, and Reimbursement System without Advanced Analyzer	\$73,790.43	\$70,100.91
4.	Existing	CODREF	Coding Reference Software	\$7,206.89	\$6,846.55
5.	Existing	CODREFPL	Coding Reference Plus Software	\$5,995.51	\$5,695.73
6.	Existing	CONNSFT BAS	Connections Software Basic	\$3,121.00	\$3,121.00
7.	Existing	MND CA A&B	Medical Necessity Dictionaries CA A&B	\$33,308.66	\$31,643.23
8.	Existing	MND MED CA	Medical Necessity Dictionaries Medi-Cal	\$33,308.66	\$19,985.20
9.	Existing	PCRS	Physician Coding And Reimbursement System	\$16,578.38	\$15,749.46
10.	Existing	RCS APR CAMED	Reimbursement Calculation Software APR Med-Cali	\$4,570.93	\$4,342.38
11.	Existing	S-APR-DRG	S-All Patient Refined DRG Software	\$28,394.55	\$26,974.82
SITE SUBTOTAL:					\$228,801.89

FEE SUMMARY:

ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	\$228,801.89
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$0.00
**CONSULTING SERVICE FEES:	\$0.00
TOTAL THIS SCHEDULE:	\$228,801.89

The fees stated above are guaranteed for a period of ninety (90) days from the Issue Date of this Schedule or December 31, 2021, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a **Five (5) Year** term. 3M reserves the right to rescind the multi-year discount and re-price the 3M Product(s) on this Schedule in the event Client elects a term less than stated above.

I&T = Implementation and Training PI = Phone Installed CI = Customer Installed

The License Start Date for the above Software and Services is August 9, 2021. The Annual Billing Cycle of this Schedule begins on this License Start Date