

**AMENDMENT NO. 2  
TO THE PURCHASE AGREEMENT  
BETWEEN KIT CHECK, INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
SCANNING EQUIPMENT AND WEB-BASED SOFTWARE TO AUTOMATE PHARMACY KIT  
PROCESSING**

This Amendment No. 2 to the Purchase Agreement ("Purchase Agreement") which was effective on August 15, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Purchaser"), and Kit Check, Inc. (hereinafter "Kit Check"); (collectively, the County, Purchaser and Kit Check are referred to as the "Parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the Purchase Agreement was executed for scanning equipment and web-based software to automate pharmacy kit processing, with a term August 15, 2014 through August 14, 2017 and a total Agreement amount not to exceed \$95,000; and

**WHEREAS**, Purchaser and Kit Check amended the Agreement on August 15, 2017 via Renewal and Amendment No. 1 to extend the term for an additional three (3) year period through August 14, 2020 to allow for services to continue for a revised Agreement term of August 15, 2014 through August 14, 2020 and to increase the amount payable by \$87,000, thereby increasing the total Agreement amount to \$182,000; and

**WHEREAS**, Purchaser and Kit Check currently wish to amend the Purchase Agreement via Amendment No. 2 to allow for NMC to continue the use of the web-based software at the same rates stated in the Purchase Agreement, and to increase the amount payable by \$44,000 for a total Agreement amount not to exceed \$226,000, with no changes to the term of the Agreement August 15, 2014 through August 14, 2020.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Purchase Agreement as follows:

The Purchase Agreement is hereby renewed on the terms and conditions as set forth in the Original Purchase Agreement and in Renewal and Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. The last sentence of the paragraph titled, "FEES AND PAYMENT TERMS" shall be amended to the following:  
***"The total amount payable by Purchaser to Kit Check under this Agreement shall not exceed the sum of \$226,000."***
2. Except as provided herein, all remaining terms, conditions and provisions of the Purchase Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Original Purchase Agreement and in Renewal and Amendment No. 1.
3. A copy of this Amendment No. 2 shall be attached to the Original Purchase Agreement.
4. This Amendment No. 2 shall be effective when signed by both Parties.

