



**AMENDMENT NO. 2 TO MASTER AGREEMENT**

This second Amendment (the "Amendment") is hereby made a part of a certain Master Services Agreement dated July 1 2017 (the "Agreement"), by and between DrFirst.com, Inc., a Delaware corporation having its principal place of business at 9420 Key West Avenue, Suite 101, Rockville, Maryland 20850 ("DrFirst") and the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center, a corporation having its principal place of business at 1441 Constitution Blvd, Salinas, CA 93906-3100 ("Company") (collectively, the "Parties").

**WHEREAS** the parties have a preexisting Agreement with Company to provide its services and products to certain MEDITECH partner hospitals within Company's healthcare system, the parties now desire and agree to modify said Agreement to include an additional three (3) year term; and

**WHEREAS**, the Parties agree to certain modifications to the terms and conditions of the Agreement as set forth below, and

**NOW, THEREFORE**, intending to be legally bound hereby, the Parties do hereby agree to, and do hereby, amend the Agreement, as follows:

1. The Parties agree to add Exhibit C-1 to the Agreement, attached hereto, which will memorialize the billing for Rcopia AC and EPCS Gold services from July 1, 2020 through June 30, 2023.
2. The Parties agree to modify Section 8.1 to extend the Agreement by an additional three (3) year term, therefore the new end date of the term of the Agreement will be June 30, 2023.
3. The Parties agree that all other terms and conditions of the Agreement shall remain unchanged and in force. The Company agrees to remain, and to cause all of its authorized End Users to remain, bound by any and all obligations and restrictions set forth in any Business Associate Agreement ("BAA"), Terms of Use ("TOU"), and Service License Agreement ("SLA") previously agreed to under the prior existing agreement between the Parties.

**COMPANY: Natividad Medical Center**

**DRFIRST.COM, INC.**

**By:** \_\_\_\_\_

**By:** Edward C. Lee

**Printed Name: Dr. Gary R Gray**

**Printed Name: Edward C. Lee**

**Title: Chief Executive Officer**

**Title: Chief Administrative Officer**

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

**Date:** Mar 31, 2020



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COMPANY: Natividad Medical Center

DRFIRST.COM, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Dr. Gary R Gray

Printed Name: Edward C. Lee

Title: Chief Executive Officer

Title: Chief Administrative Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed and approved as to form. 4/8/2020

Reviewed and approved as to fiscal provisions

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[Handwritten signature]

04/08/2020



**Exhibit C-1  
Renewal Pricing**

**1. Pricing.**

**Rcopia AC**

4 <sup>th</sup> Year License Fee	5 <sup>th</sup> Year License Fee	6 <sup>th</sup> Year License Fee
\$62,000	\$62,000	\$62,000

**EPCS Gold**

4 <sup>th</sup> Year License Fee	5 <sup>th</sup> Year License Fee	6 <sup>th</sup> Year License Fee
\$21,000	\$21,000	\$21,000

**2. Payment.**

- a. The initial payment of \$83,000 shall be invoiced on July 1, 2020 for the 4<sup>th</sup> year license fees listed in the tables above. Customer agrees to remit payment in accordance with the payment terms of the Agreement.
- b. Annual Renewal: Company shall be invoiced \$83,000 for the 5<sup>th</sup> and 6<sup>th</sup> year license fees at the 5<sup>th</sup> and 6<sup>th</sup> year anniversaries of the 4<sup>th</sup> year invoice date. These invoices will cover the following services: Rcopia AC and EPCS Gold.
- c. Should DrFirst's costs of obtaining Medication History increase by 5% or more during the term of this agreement, DrFirst shall have the right to increase the license fees by way of an amendment signed by both parties.