

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN INTEGRATED ARCHIVE SYSTEMS, INC AND
NATIVIDAD MEDICAL CENTER
FOR
SUPPORT RENEWAL OF DATA BACKUP AND STORAGE HARDWARE, SOFTWARE AND
RELATED SERVICES FOR THE NETAPP DATA STORAGE SYSTEM**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on February 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Integrated Archive Systems Inc.. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for hardware, software, implementation services and ongoing hardware/software maintenance for NMC's data storage environment, for the term of February 1, 2015 through January 31, 2018 in the total amount not to exceed \$574,250.13; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 2, 2016 to extend the term for an additional eleven (11) months for a new term of February 1, 2015 through December 14, 2018; amend the scope of services to include data storage and backup at an offsite Disaster Recovery Center located in Denver Colorado; provide data backup onsite for NMC; and increase funding in the amount of \$1,017,513 for a total Agreement amount not to exceed \$1,591,764.

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional twenty eight (28) month period through April 31, 2021 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit B per Amendment No. 2" with a \$255,507 increase for the added services for a total Agreement amount of \$1,847,271.

AGREEMENT

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

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

1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, Exhibit A.1, Exhibit A.2 plus EXHIBIT B as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,847,271."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from February 1, 2015 through April 30, 2021 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A.1: Scope of Services/Payment Provisions – NetApp Clustered ONTAP Storage
Exhibit A.2: Scope of Services/Payment Provisions – NetBackup Appliance Implementation
Exhibit B: Scope of Services/Payment Provisions-NetApp SupportEdge Premium
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
6. This Amendment No. 2 shall be effective May 1, 2018.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Integrated Archive Systems Inc.

CONTRACTOR's Business Name

See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Amy Rao CEO

Name and Title

Date: _____
04/10/2018

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Anna Borden CFO

Name and Title

Date: _____
04/10/2018

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: April 13, 2018

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 4/16/18

CONTRACTOR

Integrated Archive Systems Inc.
CONTRACTOR's Business Name
See instructions below

DocuSigned by:
By: Amy Rao
C9E052DDE8CF478
(Signature of: Chair, President, or Vice-President)

Amy Rao Founder and CEO
Name and Title

Date: 4/10/2018

DocuSigned by:
By: Anna Borden
F91869E9DBDB4B6...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Anna Borden CFO
Name and Title

Date: 4/10/2018

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT B - SCOPE OF SERVICES/PAYMENT PROVISIONS



SupportEdge Premium

SupportEdge Premium is available for purchase on the following NetApp® products:

- NetApp hardware
 - During the original hardware warranty period
 - Upon expiration of the original hardware warranty period, with the purchase of Extended Warranty Hardware Support
- Eligible NetApp software (including related firmware and operating system, if applicable)

The following chart lists the support features of SupportEdge Premium provided under NetApp's Support Services terms.¹

SUPPORT PRODUCT FEATURE	DESCRIPTION	ENTITLEMENT DETAILS FOR SUPPORTEDGE PREMIUM
System Installation	See the "System Installation" datasheet for details and deliverables.	Optional with initial purchase of system. ²
Target Response Objective for Remote Technical Support	The NetApp Technical Support Center provides a response by remote means.	Initial technical response objective from time of customer contact, based on priority level and availability of local language support: ³ <ul style="list-style-type: none"> • Priority 1: 30 minutes; on a 24/7 basis • Priority 2: 2 hours; on a 24/7 basis • Priority 3: 8 hours; on a 24/7 basis • Priority 4: 24 hours; on a 24/7 basis

1. Installation was included for the NetApp products purchased in the Agreement. The priority levels are defined as follows. All hardware cases will be evaluated for immediate work independent of priority. P3 and P4 software cases will receive a response and worked to resolution during NetApp regional business hours. Outside NetApp regional business hours, the response objective may be delayed for P3 and P4 software cases. NetApp regional business hours are typically 9 a.m. to 5 p.m. Monday through Friday but can vary with local language requirements. See your local service representative for more details.
- Priority 1: NetApp node, system, or cluster is down, is unable to serve data, is in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this level, both NetApp and the customer must commit to around-the-clock action and involvement by all necessary and appropriate personnel and systems until a mutually agreeable workaround is provided and the priority level is downgraded.
 - Priority 2: NetApp node, system, or cluster is experiencing an infrequent, isolated, or intermittent "panic" or "hang" or is in a state of degraded performance that allows business operations to continue but at an inconsistent or less than optimal rate. At this level, NetApp is committed to a commercially reasonable best effort to provide a workaround and/or restore normal operations as quickly as possible.
 - Priority 3: NetApp node, system, or cluster is experiencing an issue, anomaly, or cosmetic defect that inflicts little or no business impact, and a viable and mutually agreeable workaround or hardware/software upgrade exists to mitigate the problem.
 - Priority 4: Normal customer requests for information regarding the installation, configuration, use, and maintenance of NetApp equipment are made. This includes administrative inquiries and return material authorization information. There is no impact on customer's production systems or business operations.

SUPPORT PRODUCT FEATURE	DESCRIPTION	ENTITLEMENT DETAILS FOR SUPPORTEDGE PREMIUM
NetApp Unified Support	<p>During the course of troubleshooting a support issue related to NetApp, if NetApp determines the problem resides with a third-party product, then, upon request, NetApp will assist the customer in opening a case with the third-party supplier, subject to any support agreement in place between the customer and the third-party supplier.</p> <p>To the extent it can, NetApp will assist the third-party supplier in its response and resolution of the customer's case. If the customer elects to open a case directly with the third-party supplier, upon request, NetApp will provide relevant case information to the third-party supplier.</p>	Included for NetApp hardware and software.
Replacement Parts Delivery Target Response Objective	NetApp delivers replacement parts within the target response objective.	<p>Included.</p> <p>Response objectives available for purchase are as follows:^{4,5,6}</p> <ul style="list-style-type: none"> • 2 hours; on a 24/7 basis • 4 hours; on a 24/7 basis • Next business day <p>Note: Replacement parts will be shipped to customer for next local business day arrival. Local country shipment cutoff times may affect target response objective timing.</p>
Replacement Parts Installation	Installation of parts that are delivered by NetApp.	Installation of all replacement parts performed by NetApp. ⁷
On-Site Support	NetApp sends authorized engineers to installation location to work on the problem after NetApp has isolated the problem and deemed on-site support necessary.	Included for NetApp hardware and software purchased.
Software Support Plan	See the "NetApp Software Support Plan" product description.	Included for NetApp software purchased.
Installation of Remedial Software Updates	NetApp may send an authorized service engineer to assist with installation of software updates.	Included for NetApp hardware and software purchased with system. ⁸
Extended Warranty Hardware Support	See the "Warranty/Extended Warranty Hardware Support" product description.	<p>Included for NetApp hardware purchased.</p> <p>Included when SupportEdge Premium is purchased after the original warranty period.</p>

2. Response time availability is based on the installation location of the NetApp equipment. Target response time objective clock begins after NetApp's triage of the issue.
3. When the NetApp solution contains third-party products, some of the components may not have the same target response time for delivery and part installation. Consult product documentation for further details.
4. For customers that need the target technical response, but want only parts delivery to do self-replacement to meet their data center requirements and support infrastructure, the customer may opt out of having NetApp install parts. Available options include opt-out for disk drives only or for all components. Additionally, there is an option to consolidate delivery of disk drives to normal business hours next business day. Details are in the [NetApp Support site guides](#).
5. Time to install part will vary by part complexity and access to equipment.
6. Customer is responsible for installing all software on NetApp equipment. This feature is limited to system software for which software is identified as the remedy for a material issue on the system.



INTEGRATED ARCHIVE SYSTEMS

1121 N. San Antonio Road, D-100, Palo Alto, CA 94303
 Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
 IAS is a Woman-Owned Business Enterprise (WBE)

Proposal to:

COMPANY: Natividad Medical Center
CONTACT: Tim Fitzgerald
PHONE: 831-783-2716
EMAIL: FitzgeraldTR@Natividad.com

DATE: 3/28/2018
QUOTE EXPIRES: 4/27/2018

IASKK-NATIVIDAD MEDICAL CENTER-
 030Rev2-NetApp 2018-2021 Support

QUOTE #: Renewal for Salinas-3-28-18

IAS REP: KIRSTEN KENNEL
EMAIL: kirstenk@iarchive.com

PHONE: 415-336-2714

INSIDE REP: LORI STENN

PHONE: 650-528-4693

EMAIL: loris@iarchive.com

TEAM FAX: 415-466-3325

TEAM EMAIL: kennelteam@iarchive.com

ITEM	QTY	DESCRIPTION	EXTENDED DISC PRICE
<p>NetApp 2018-2021 Support Renewal for Salinas Term Dates: 5/1/2018 - 4/30/2021** except where noted</p>			
1	2	Salinas, CA - 36 Months of 4HR Premium Onsite Support & Software Support for FAS8060HA CDOT (Post-Warranty as of 4/30/2018) with (4) DS2246 24x1.2TB 10K SAS, (2) DS2246 12x200GB SSD, *(6) DS4243 24x2TB 7.2K SATA, *(6) DS4243 24x600GB 15K SAS, (2) 2TB Flash Cache Cards (Serial Numbers: JM02891142, JM02891143), (2) ClusterNet Interconnect Mgmt, 16Pt, 10Gb Switches (Serial Numbers: JM02891144, JM02891145), (2) ClusterNet Interconnect Mgmt, 16Pt, 1Gb Switches (Serial Numbers: JM02891140, JM02891141), Premium Bundle; FAS8060HA Serial Numbers: 701514000230 (netapp-02), 701514000231 (netapp-01)	\$ 284,256.08
2	1	<p>IAS Additional NetApp Premier Partner Volume Discount</p> <div style="border: 1px solid black; background-color: yellow; padding: 5px;"> <p>Applicable & Upcoming End of Service Life Dates (noted until 2023):</p> <ul style="list-style-type: none"> • **DS4243 24x600GB - 1/31/2020 • **DS4243 24x2TB - 1/31/2021 • DS2246 200GB - 4/30/2021 • FAS8060 - 1/31/2023 • DS2246 1.2TB - 1/31/2023 </div>	\$ (28,750.00)
TOTAL :			\$ 255,506.08

NOTES:

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STANDARD TERMS AND CONDITIONS:

- 1.0 Product Returns -
- 1.1 All product returns are subject to the applicable manufacturer's return policy
- 1.2 An approved IAS' Return Material Authorization (RMA) # must be obtained prior to return.
- 1.3 All returned products must be factory sealed and returned within 30 days after receipt unless otherwise stated.
- 1.4 Cancelled or returned products are subject to a 25% restocking fee.
- 2.0 Shipping charges, taxes, and special consulting/integration charges are not included unless stated above.
- 3.0 Terms are net 30 days unless stated otherwise.
- 4.0 For Refurbished equipment, availability is first come, first served; Orders may be non-cancelable and non-returnable unless mutually deemed defective.
- 5.0 Trade-In Allowances: If the proposed pricing includes discount allowances for equipment to be traded-in, in the event the Customer does not return the trade-in equipment per the return authorization instructions within 30 days of shipment of the new equipment, then IAS may invoice the Customer for the incremental amount, unless a written extension has been approved by an authorized representative of the Manufacturer and IAS.
- 6.0 All software sales are final.