

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN INTEGRATED ARCHIVE SYSTEMS INC. AND
NATIVIDAD MEDICAL CENTER
FOR
HARDWARE, SOFTWARE AND SUPPORT RENEWAL SERVICES**

This Amendment No. 5 to the Services Agreement (“Agreement”) which was effective on March 1, 2020 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 County of Monterey, on behalf of Natividad Medical Center and Integrated Archive Systems, Inc. entered into an Agreement for hardware, software, implementation services, and ongoing hardware/software maintenance for NMC’s data storage environment with a term February 1, 2015 through January 31, 2018 and a total Agreement amount not to exceed \$574,250.13; and

WHEREAS, the Parties amended the Agreement on February 11, 2016 via Amendment No. 1 to extend the term for an additional eleven month period through December 14, 2018 with additions to the original Scope of Services to include data storage and backup at an offsite Disaster Recovery Center located in Denver, Colorado plus onsite data backup at NMC as per “Exhibit A.1 Scope of Services/Payment Provisions – NetApp Clustered ONTAP Storage per Amendment No. 1” attached to Amendment No. 1 and “Exhibit A.2 Scope of Services/Payment Provisions – NetBackup Appliance Implementation per Amendment No. 1” attached to Amendment No. 1 with an increase of \$1,017,513, thereby increasing the total Agreement amount to \$1,591,764; and

WHEREAS, the Parties amended the Agreement on May 10, 2018 via Amendment No. 2 to extend the term for an additional twenty-eight month period through April 30, 2021 with additions to the Scope of Services attached to Amendment No. 2 as “Exhibit B Scope of Services/Payment Provisions – NetApp SupportEdge Premium per Amendment No. 2” with an increase of \$255,507, thereby increasing the total Agreement amount to \$1,847,271; and

WHEREAS, the Parties amended the Agreement via amendment No. 3 to add three (3) months of support for the offsite storage equipment located in Denver, Colorado and six (6) months of support for Veritas NetBackup software as described in the additional Scope of Services attached to Amendment No. 3 as “Exhibit B.1 Scope of Services/Payment Provisions – NetApp SupportEdge Premium / Veritas Essential Support per Amendment No. 3” with no extension to the term with an increase of \$48,729 for a revised total Agreement amount not to exceed \$1,896,000.

WHEREAS, the Parties amended the Agreement via amendment No. 4 to renew support data backup and storage hardware, software, licensing maintenance services described in Exhibits: **Exhibit C.1: Cisco UCS, Exhibit C.2: Cisco UCS 60 Months Support, Exhibit C.3: NetApp Shelf Upgrade Salinas and Denver, Exhibit C.4: NetApp Shelf Upgrade Salinas and Denver Support, Exhibit C.5: MDS Switches Denver, Exhibit C.6: MDS Switches Support Denver, Exhibit C.7 : Net App Support Renewal and Exhibit C.8: Veritas Support Renewal** per Amendment No. 4, and extending the agreement for an additional thirty eight (38) month period (May 1, 2021 through June 30, 2024) for a revised full agreement term of February 1, 2015 through June 30, 2024, and adding \$646,727 for a revised total agreement amount not to exceed \$2,542,727.

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 5 for hardware and software purchases to augment existing data storage capacity and replacement of NMC's Data Backup Hardware and Software and with no extension to the term and adding \$1,338,000 for a revised total agreement amount not to exceed \$3,880,727.

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, Amendment No. 2, and Amendment No. 3 and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

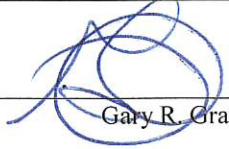
1. Section 2 titled, "PAYMENTS BY NMC" shall be amended to the following:
2. *"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth within Exhibits A, A.1, and A.2, Exhibit B, and B.1, and Exhibits C.1, C.2, C.3, C.4, C.5, C.6, C.7 and C.8, plus any future proposals for related services that NMC agrees to in writing, provided that the total Agreement amount does not exceed \$3,880,727."*
3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4.
4. A copy of this Amendment No. 5 shall be attached to the Original Agreement.
5. This Amendment No. 5 shall be effective March 1, 2020

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~Signature page to follow~


IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

Date: 2/12/2020

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 2/11/2020

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 2/12/2020

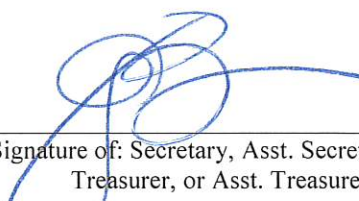
CONTRACTOR

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: 1-28-20

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

Anna Borden CFO
Name and Title

Date: 1-28-20

*****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).