



AMENDMENT #5
TO THE LICENSE AGREEMENT

THIS AMENDMENT #5 to the LICENSE AGREEMENT ("Amendment 5") is made and entered into this ____ day of _____ 2020, by and between County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("**Client**"), and Intelligent Medical Objects, Inc. ("IMO").

WHEREAS, **Client** and IMO entered into a License Agreement between Natividad Medical Center and IMO dated January 28, 2014 ("the Agreement"), as amended;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Definitions.* Capitalized terms used and not defined in this Amendment 5 have the respective meanings assigned to them in the Agreement.
2. *Amendment to License Agreement.* As of the Effective Date (defined below), Section 2 or Amendment 4 is hereby amended or modified as follows:
 - a. Client will pay IMO a subscription fee totaling \$93,400 and \$1,000 for support and maintenance for the period of May 1, 2020 – April 30, 2021, subject to adjustment in NPR.
3. *Miscellaneous.* This Amendment will become effective on the date first written above ("Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, **Client** and IMO have executed this Amendment 5.

Executed on behalf of
Client

Executed on behalf of
Intelligent Medical Objects, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: Ann Barnes
Name: Ann Barnes
Title: Chief Executive Officer
Date: 7/27/2020

Reviewed and approved as to form. 8 11 2020

Deputy County Counsel.

Reviewed and approved for Fiscal
Terms 8-11-2020

Chief Deputy Auditor-Controller