Order Form

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Submitted Date		March 30, 2022
Order Number		ORD-0748322
P.O. Number		
Tax Exempt?		No
Customer Information	**Name**	Natividad Medical Center
	Address	1440 CONSTITUTION BLVD Salinas, CA 93905
Primary Contact	**Name**	Jennifer Lusk
	Email	luskje@natividad.com
	Phone	831-783-2764
Billing Contact	**Name**	Jennifer Lusk
	Email	luskje@natividad.com
	Phone	831-783-2764
HealthStream Information	**Name**	HealthStream, Inc.
	Address	500 11th Avenue North Suite 1000 Nashville, TN 37203
HealthStream Contact	**Name**	Leah Bluestone
	Email	leah.bluestone@healthstream.com
	Phone	(615) 844-8078

ORDER DETAILS – The pricing set forth in this Order Form, including any applicable discounts, shall expire if this Order Form is not signed and returned to HealthStream on or before 5:00PM Central Time on May 2, 2022.

Billing Frequency: Annually

Product	Quantity	Unit Price	Term (Months)	Total
HealthStream Learning Center (HLC)	1500	$5.39	60	$40,425.00
HealthStream Performance Center	1300	$6.16	60	$40,040.00
SafetyQ by HealthStream	1500	$5.73	60	$42,975.00
HealthStream Video Basic	1500	$3.24	60	$24,300.00
Checklist Management	1500	$7.00	60	$52,500.00
hStream	1500	$4.54	60	$34,050.00
			Subtotal:	**$234,290.00**

Grand Total: $234,290.00

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Unless set forth in the Order Details above, the Term and invoicing under this Order Form of each Product commences on the earlier of Activation (as defined herein) or the six (6) month anniversary of the later of the signatures below. "Activation" shall mean that a Product is first made available by HealthStream for use by Customer or its Users. For existing HealthStream platform customers, invoicing will begin during the next billing cycle after the later of the two signatures below, unless this is a renewal of an existing subscription. If this is a renewal of an existing subscription, the Term and invoicing will begin following the expiration of the then current term.

Product Specific Terms

HealthStream Learning Center with Authoring Center and SCORM Import Tool (HLC)

HealthStream Learning Center ('HLC') shall mean access by Customer to HealthStream's web-based Learning Management System. This Learning Management System enables Customer to deliver a variety of learning activities, create assignments, and generate configurable reports.

Specific features of the HLC include:
- Software as a Service ('SaaS') delivery model where HealthStream provides hardware, hosting, and site maintenance
- Authoring Center (see details below)
- SCORM Import Tool (see details below)
- Ability to create, distribute, and manage on-line content
- Ability to schedule and manage live events such as classroom-based education
- Group courses into curriculums
- Customizable catalog functionality
- Assignment engine that enables administrators to assign learning to various users
- Assessment tool for creating tests and evaluations
- Customizable CE certificate creation
- Transcript functionality
- Configurable and schedulable reports
- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday, excluding HealthStream published holidays

The Authoring Center product includes the following items:
- Access to a secure hosting environment integrated into the HealthStream Learning Center for storing and launching HTML and other web enabled content. A list of supported file types is listed in the Authoring Center Policies attached below.
- Access to HealthStream's HTML Editor tool for creating HTML course pages that can be played and distributed through the HealthStream learning Center.
- Access to the Content Management feature that allows the organization to manage and create content for use in the HealthStream Authoring Center.
- Access to HealthStream's Public Courseware Exchange that enables an organization to post and make copies of courses created by other organizations.

By purchasing the HLC, Customer agrees to abide by HealthStream's Authoring Center policies. HealthStream reserves the right to amend and update these policies from time to time and will communicate any changes to Customer as appropriate.

HealthStream Authoring Center Policies and Guidelines As of March, 2014

To ensure high performance standards for clients, HealthStream has adopted the following policies and guidelines for our HLC platform to:
- Protect all customers from loading files that could threaten the integrity of the HLC.
- Ensure the highest performance possible for our customer's authoring experience.
- Prevent unauthorized use of the site, such as posting protected intellectual property without the owner's permission, use of the FTP site as non-authoring asset file storage, or use of files that are, in general, not being used in authored courses.

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These guidelines and policies will protect your organization's investment in authored courses and provide for the best possible end-user experience.

Policies

- No single file uploaded to the HealthStream authoring servers may be larger than 25 megabytes. Also, no course 'page' can contain assets that total more than 25 megabytes. The total disk space required by the entire course may be larger than 25 megabytes, but no single file or page can be. This policy ensures that course pages load in a timely manner for an optimal end user experience.
- All files uploaded to HealthStream's authoring servers (authoring FTP sites) must be on the HealthStream approved file types list. This policy exists to protect all users of the HLC from the potential damage caused by malicious or carelessly constructed content. HealthStream amends our list of allowable file types from time to time and will communicate any additions or deletions from the list by updating a copy of these Authoring Policies found in the on-line help section of the HLC. Please see 'Allowable file types for authored content' below for the current list of allowable files.
- All content must be self-authored and for internal purposes only. Except for content from the A.D.A.M. resource library, content may not be purchased from a third party and uploaded to the Authoring Center without prior written approval from HealthStream, which will be in HealthStream's sole discretion. Further, content uploaded to the Authoring Center should be for internal business purposes only and not for any commercial purposes related to your organization. HealthStream makes no representations or warranties regarding the availability, functionality, security, or performance of any third party content uploaded to or accessed via the Authoring Center as permitted by these policies.
- Only assets that will be used in authored courses may be uploaded to the HealthStream servers. Do not use HealthStream's Authoring Center for general file storage or for other unauthorized purposes.
- Any assets loaded to HealthStream's servers that are or may be out of compliance with the policies detailed above may be deleted at HealthStream's sole discretion.
- Courses that invoke communication features, such as email or ftp, must use standard http/https and sftp/ftp ports and must require no server side technologies such as smtp, asp, Cold Fusion, etc.
- Customers are responsible for keeping back-up copies of all assets published to the Authoring Center. In the event that HealthStream deletes a needed file for a policy violation, restoring this file is the responsibility of the customer. Authoring servers should be used for content delivery and should NOT be the only servers where your files exist.

Allowable file types for authored content
HealthStream reserves the right to delete files that are not of these types for the protection of all authoring customers. Please contact HealthStream Customer Service if you have any questions about these allowable file types.

- .au, audio/basic
- .css, text/css
- .doc, .
- .docm;
- .docx,
- .dotm application/vnd.msword
- .dotx
- .flv, video/x-flv
- .gif, image/gif
- .htm, text/html
- .html, text/html
- .jar, application/java-archive
- .jpe, image/jpeg
- .jpeg, image/jpeg
- .jpg, image/jpeg
- .js, application/x-javascript
- .mov - quicktime movie
- .mp2, video/mpeg
- .mp3, audio/mpeg
- .mp4

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- .mpa, video/mpeg
- .mpv2, video/mpeg
- .pdf, application/pdf
- .png, image/png
- .potm - PowerPoint 2007 Macro-Enabled XML Template
- .potx - PowerPoint 2007 XML Template
- .ppam - PowerPoint 2007 Macro-Enabled XML Add-In
- .ppsm - PowerPoint 2007 Macro-Enabled XML Show
- .ppsx - PowerPoint 2007 XML Show
- .ppt, .pptx, application/vnd.ms-powerpoint
- .pptm - PowerPoint 2007 Macro-Enabled XML Presentation
- .pptx - PowerPoint 2007 XML Presentation
- .swf, application/x-shockwave-flash
- .txt, text/plain
- .vsd, .vss, application/visio
- .xhtml, text/html
- .xlam - Excel 2007 XML Macro-Enabled Add-In
- .xls, .xlsx, application/vnd.ms-excel
- .xlsb - Excel 2007 binary workbook (BIFF12)
- .xlsm - Excel 2007 XML Macro-Enabled Workbook
- .xlsx - Excel 2007 XML-Enabled Sheet
- .xltm - Excel 2007 XML Macro-Enabled Template
- .xltx - Excel 2007 XML Template
- .xml, text/html
- .xsd, text/html
- .zip, application/zip (Only when transporting SCORM packages)

SCORM Import Tool Policies and Guidelines
HealthStream's SCORM Import Tool allows Customers to import SCORM conformant content packages to the HLC for use as course material. SCORM is an acronym for 'Sharable Content Object Reference Model.' This learning industry standard is overseen by Advanced Distributed Learning, a research group sponsored by the United States Department of Defense. After import, SCORM content objects are available from the HLC as an Authored SCORM Learning Activity.
Usage Restrictions
- SCORM packages must be standard zip files
- SCORM packages must be less than 100 megabytes.
- The SCORM Package Import Feature may not be used to import 3rd party courses without express written permission from HealthStream.
- The Customer is responsible for providing conformant SCORM packages prior to using the SCORM Package Import Feature. HealthStream strongly recommends that the Customer use the free SCORM package testing application called 'TestTrack' that is available atwww.scorm.com to test SCORM packages for conformance prior to using HealthStream's SCORM Import Tool.

HealthStream does not provide support for content created using instructional design creation tools not sold and provided by HealthStream.

HealthStream Performance Center

HealthStream Performance Center ("HPC") shall mean those services provided by HealthStream to Customer that enable Customer to develop, manage, track and rate goals and performance appraisals, and certain activation services and training specific to use of the HealthStream Performance Center.

SafetyQ by HealthStream

Regulatory compliance requirements can vary across healthcare organizations. Provision of information on regulatory standards in these courses does not certify that the courses wholly or partially address all respective guidelines, standards, and measures that affect a given organization. This courseware is intended to provide a foundation for mandatory clinical and non-clinical training to healthcare employees, however it is the responsibility of each organization to review all regulatory courses to determine how the information meets their respective needs. HealthStream makes no representations or warranties that any

particular course fulfills the regulatory compliance requirement of any particular healthcare organization, as it is the organization's responsibility to make such final determinations regarding regulatory compliance requirements.

HealthStream Video Basic Package

HealthStream Video Basic includes 1TB (monthly) of bandwidth and storage included and any overages in a given month will be charged at $0.50 per GB.

HealthStream Video Basic includes the following features:
· My Media management area
· Upload videos and images to My Media
· Add chapters and slides to videos
· Basic video editing - clipping, trimming
· Copy iframe embed links per video
· Download video, Replace video
· Import video embed links from YouTube
· Video analytics – View and download
· Upload – attachments to videos, closed-caption files
· Search - metadata, captions, chapter information, slide titles
· Video collaboration - co-editors, co-publishers, change owner

Checklist Management

HealthStream *Checklist Management* is a skills validation tool that can help ensure safe, quality care and improve patient outcomes at any healthcare organization.

With Checklist Management, healthcare organizations can –
- **Standardize & Validate Skills** - Automatically assign electronic, standardized checklists throughout your organization. Associate pre-screened, qualified evaluators with each checklist to ensure that each step is validated upon completion.
- **Contextualize & Remediate Skills –** Add checklists to any course or curriculum to reinforce skills knowledge obtained in course content. And assign checklists to staff who may need additional practice.
- **Report & Track –** Centralize documentation of validated skills and track student progress on checklists through a variety of different reports.
- **Meet Compliance –** Pull from a variety of different reports and view student transcripts no matter when the Joint Commission is at your door.

hStream

hStream is the essential technology that enables:
- Access to and among ecosystem applications, content, and services
- Identity and permission management
- Data storage and back-up
- Security protection

A subscription to hStream is required for each User accessing any application on the HealthStream Platform and provides Membership benefits, such as:
- New functionality within existing applications
- Pricing discounts
- Free and optional access to certain hStream enabled tools, applications, and content
- Facilitation of certain content delivery
- Access to selected free content, such as certain continuing education courses and OneSource medical product training library

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HealthStream.

This Order Form, including all attachments and exhibits hereto, and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "Agreement" or "MSA") between Customer and HealthStream, Inc., as amended.

This Order Form is intended by both parties to run for the full term set forth for each Service in the Order Details table above, and the parties acknowledge they are aware of the current expiration date of this Order Form and the provisions for renewal and termination set forth in the Agreement. Third party courseware runs for the full term set forth herein and is not subject to any renewal provisions set forth in the Agreement. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Service, the term of each Service license shall also expire at that time and the Customer will not recover any fees paid in advance for the Product(s) for any part of the term or quantity for that Product or those Products that go unused, except as otherwise provided in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each party hereto warrants and represents that this Order Form has been duly authorized by all necessary corporate action and that this Order Form has been duly executed by and constitutes a valid and binding agreement of that party.

HealthStream Inc.

By:_____

Print Name:_____

Print Title: _____

Date: _____

County of Monterey, on behalf of Natividad Medical Center

By:_____

Print Name: Charles R. Harris

Print Title: ~~Interim~~ CEO
Date: _____

Approved as to Legal Provisions

By: _____
Monterey County Deputy County Counsel

Date: ___3/30/2022_____

Approved as to Fiscal Provisions

By: _____
Monterey County Deputy Auditor Controller

Date: ___4/1/2022_____