

ADDENDUM TO SOFTWARE LICENSE AND SUBSCRIPTION SERVICE AGREEMENT

This Addendum is entered into and becomes effective this 4 day of August, 2017, by and between Applied Statistics & Management, Inc., a California corporation having its principal place of business at 32848 Wolf Store Road, Temecula, CA 92592-4837 ("ASM") and Natividad Medical Center having a principal place of business at 1441 Constitution Blvd. Salinas, CA 93906 ("Licensee").

This Addendum is an addendum to that certain software license and subscription service agreement dated July 1st, 2017 between ASM and Licensee whereby ASM granted to Licensee a license to access and use certain software and whereby ASM agreed to provide certain software maintenance and product support services related thereto (the "Subscription Service Agreement").

RECITALS:

Licensee and ASM desire to amend the existing Subscription Service Agreement to include additional licensed software application modules.

NOW, THEREFORE, ASM and Licensee agree as follows:

1. Term and Termination Unless terminated earlier as set forth in this Section, this Addendum shall automatically terminate upon the earliest to occur of expiration or termination of the Subscription Service Agreement to which this Addendum relates. In the event Licensee is in breach of any term of this Addendum, ASM shall give written notice of the event of default and Licensee shall have ten (10) days from the date of delivery of such notice, to cure the default. ASM's failure or delay in giving such notice shall not constitute a waiver of any default, or a waiver of any of ASM's rights or remedies. If Licensee fails to cure the default within the time period set forth in this Section, ASM may terminate this Addendum effective upon delivery of a notice of termination to Licensee. Termination of this Addendum shall not be construed to limit ASM's available remedies related to such breach.
2. Grant of License; ASM Services ASM hereby grants to Licensee, and Licensee hereby accepts from ASM, a non-exclusive and non-transferable right to allow an unlimited number of Licensee's personnel at the licensed site(s) set forth in the Subscription Service Agreement to access and use the additional software application module(s) set forth in Exhibit A to this Addendum ("Additional Licensed Software Module(s)"). Any on-site training or services such as data conversion for Additional Licensed Software Module(s) shall be pursuant to separate agreement of the parties.
3. License Fee Licensee agrees to pay ASM a non-refundable paid-up license fee in the amount of **\$0.00** per the Licensed Software Modules listed in Exhibit A, due and payable upon execution of this Addendum.
4. Maintenance and Support Fee Licensee agrees to pay ASM a non-refundable Maintenance and Support Fee, due and payable annually from the effective date of this

Exhibit A

Licensed Software Application Module(s)

<i>Module</i>	<i>Quantity</i>	<i>Initial Cost</i>	<i>Annual Cost</i>
Direct Fax Service (Outbound faxes billed monthly per use)	1	\$0.10 per page	\$0.10 per page
	Total	\$0.10 per page	\$0.10 per page

Exhibit B

Licensed Site(s)

<i>Site</i>	<i>Address</i>
Natividad Medical Center	1441 Constitution Blvd. Salinas, CA 93906

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey 1-29-18

AKB
ABraham
Dep WCC
1-29-18