

Renewal and Amendment No. 3
To Qventus (formerly known as AnalyticsMD Inc.) Software Services Agreement
By and between Qventus
and Natividad Medical Center

This Renewal and Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on October 29, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Qventus, formerly known as AnalyticsMD Inc., (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

WHEREAS, NMC and CONTRACTOR entered into an Agreement for CONTRACTOR to provide NMC with the license to use its operational decision support software system for the term of October 29, 2015 through October 28, 2016 and a total Agreement amount not to exceed \$91,000; and

WHEREAS, that Agreement expired on October 28, 2016; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 24, 2017 via Renewal and Amendment No. 1 to extend the term for an additional one (1) year period through October 28, 2017 with no additions to the original scope of work and to add an additional \$100,000, thereby increasing the Agreement amount to \$191,000; and

WHEREAS, that Agreement expired on October 28, 2017; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 3, 2018 via Renewal and Amendment No. 2 to extend the term for an additional two (2) years through October 28, 2019 with additions to the original scope of work and adding an additional \$190,000, thereby increasing the Agreement amount to \$381,000; and

WHEREAS, that Agreement expired on October 28, 2019; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through October 28, 2021 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-3 per Renewal and Amendment No. 3” with a \$190,000 increase for the added services for a total Agreement amount of \$571,000.

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 Software Services Agreement, in Renewal and Amendment No. 1, and Renewal and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The parties hereby agree to add **Order Form #0004** attached hereto for Qventus Software License for an additional cost of \$190,000 during the period 10/29/19 – 10/28/21, for a revised total Agreement amount not to exceed \$571,000.

2. The second sentence of Section 21 titled, "TERM AND TERMINATION" shall be amended to the following:
"The term of this agreement is from October 29, 2015 through October 28, 2021 unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 3 and shall continue in full force and effect.
4. A copy of this Renewal and Amendment No. 3 shall be attached to the Original Agreement.
5. This Renewal and Amendment No. 3 shall be effective retroactively on October 29, 2019.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 3 on the basis set forth in this document and have executed this Renewal and Amendment No. 3 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: 12/18/19

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 12/18/19

CONTRACTOR

Qventus

CONTRACTOR's Business Name
See instructions below

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

MUDIT GARG, CEO

Name and Title

Date: 12/6/2019

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

Ian Christopher, CTO

Name and Title

Date: 12/6/2019

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 A-3 per Renewal and Amendment No. 3

Order Form

Order No: 0004

Billing Contact

Natividad Medical Center

1441 Constitution Blvd
Salinas, CA. 93906

Business Contacts

Dr. Chad Harris
HarrisCR@natividad.com

Platform Subscription

Item	Start	End	Amount
Charter Partnership: Qventus ER Flow Module - Year One <ul style="list-style-type: none">This fee includes ongoing licenses for an unlimited number of users for purposes of optimizing ER FlowCharter partnership provides additional savings for real time "ATC" views in the ED, and access to the entire current library of ED flow optimization recipes. In addition, Natividad will have free access to all ED recipes developed for the duration of the partnership.	10/29/19	10/28/20	\$95,000
Charter Partnership: Qventus ER Flow Module - Year Two <ul style="list-style-type: none">This fee includes ongoing licenses for an unlimited number of users for purposes of optimizing ER FlowCharter partnership provides additional savings for real time "ATC" views in the ED, and access to the entire current library of ED flow optimization recipes. In addition, Natividad will have free access to all ED recipes developed for the duration of the partnership.	10/29/20	10/28/21	\$95,000

Implementation

There are no implementation services or implementation services fees associated with this order form.



This Order Form is governed by the 10/07/2015 SAAS Services Agreement between Natividad and Qventus, Inc. (then doing business as analyticsMD, Inc.).

Payment on all invoices is due 30 days from the date the Monterey County Auditor-Controller receives an invoice certified for payment.

Natividad

By: _____

Printed: _____

Title: _____

Date: _____

Qventus, Inc.

By: Mudit Garg

Printed: MUDIT GARG

Title: CEO

Date: 12/6/2019