

**AMENDMENT NO. 1  
TO SOFTWARE LICENSE AND SERVICES AGREEMENT  
BETWEEN MAINTENANCE CONNECTION, LLC AND  
NATIVIDAD MEDICAL CENTER  
FOR  
MAINTENANCE MANAGEMENT SOFTWARE**

This Amendment No. 1 to the Software License And Services Agreement (“Agreement”) which was effective on January 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “Customer”), and Maintenance Connection, LLC (hereinafter “MC” or “Company”); (collectively, the Customer and MC or Company are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed with Maintenance Connection, LLC for Maintenance Management Software Services with a term January 1, 2018 through December 31, 2019 and a total Agreement amount not to exceed \$43,872; and

**WHEREAS**, Customer and MC currently wish to amend the Agreement via Amendment No. 1 to extend it for an additional three (3) year period through December 31, 2022 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit F-1 as per Amendment No.1” with a \$73,128 increase for a total Agreement amount of \$117,000.

**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 Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Second sentence in the first paragraph shall be amended to the following:**  
“The Agreement includes and incorporates the attached Exhibit F-1 as per Amendment No. 1 attached hereto this Amendment No. 1 used for ordering hereunder (“Order Form”) as well as the attached Terms and Conditions.
2. **Section 6 Paragraph 6.1 (b) shall be amended to the following:**  
“Subsequent to the expiration of the current subscription term on December 31, 2022, MC shall not increase any annual recurring Fees due to MC pursuant to this Section 6.1 by more than three and one half percent (3 ½%) per year.”
3. **Section 7 Paragraph 7.1, “Term” shall be amended to the following:**  
“Subject to earlier termination as provided below, this Agreement is specified in the Order Form for a revised full agreement term of January 1, 2018 through December 31, 2022, with options for Customer to renew only by an instrument in writing signed by Customer and MC.”

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 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: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: \_\_\_\_\_

**CONTRACTOR**

Maintenance Connection, LLC

**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

DocuSigned by:  
By: James Robb  
(Signature of: ~~Chair~~, President, or Vice-President)

James Robb CFO  
Name and Title

Date: 11/14/2019

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

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

**\*\*\*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).

**ORDER FORM**  
**EXHIBIT F-1 AS PER AMENDMENT NO. 1**

<b>Product Subscription Fees</b>	<b>Quantity/ Metric</b>	<b>Year 1 Invoice Period Beginning [12-31-2019]  <i>01/01/2020 – 12/31/2020</i></b>	<b>Year 2 Invoice Period Beginning [12-31-2020]  <i>01/01/2021 – 12/31/2021</i></b>	<b>Year 3 Invoice Period Beginning [12-31-2021]  <i>01/01/2022 – 12/31/2022</i></b>	<b>Amount (USD)</b>
Cloud - MC Express LE Named User Subscription	1 Concurrent Licenses	\$ 7,849.44	\$ 8,124.17	\$ 8,408.52	\$ 24,382.13
MC Cloud - Concurrent User Standard Subscription	1 Concurrent Licenses	\$ 4,943.16	\$ 5,116.17	\$ 5,295.24	\$ 15,354.57
MC Cloud - Service Requester	1 Concurrent Licenses	\$ 1,235.79	\$ 1,279.04	\$ 1,323.81	\$ 3,838.64
Cloud - MC Express - Concurrent Starter Pack	1 Concurrent Licenses	\$ 3,713.58	\$ 3,843.56	\$ 3,978.08	\$ 11,535.22
Cloud - MC Express - Additional Concurrent License	1 Concurrent Licenses	\$ 4,260.06	\$ 4,409.16	\$ 4,563.48	\$ 13,232.70
<b>Total Committed Fees</b>		<b>\$ 22,002.03</b>	<b>\$ 22,772.10</b>	<b>\$ 23,569.13</b>	<b>\$ 68,343.26</b>

- **The fees above shall be invoiced annually.**