

**RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
SWIPESENSE INC.
FOR
SWIPESENSE SYSTEM**

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Swipesense Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Swipesense Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on November 1, 2016 to provide a SwipeSense System, a cloud-based sensor network to monitor hand hygiene data, with a one year term from November 1, 2016 through October 31, 2017 and a total Agreement amount not to exceed \$56,500; and

WHEREAS, the Parties amended the Agreement on January 25, 2018 via Renewal and Amendment No. 1 on the same or similar terms to extend the term for an additional one year period through October 31, 2018 to allow for services to continue for a revised full Agreement term of November 1, 2016 through October 31, 2018 and to add an additional \$43,500, thereby increasing the total Agreement amount to \$100,000; and

WHEREAS, the Parties amended the Agreement on October 25, 2018 to extend the term for an additional one (1) year period through October 31, 2019 to allow for services to continue with revisions to the Scope of Services, with a \$43,500 increase for the added services for a revised total Agreement amount not to exceed \$143,500; and

WHEREAS, the Agreement expired by its term on October 31, 2019; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning November 1, 2019 and to extend the term for an additional two (2) year period through October 31, 2021 for a revised full Agreement term of November 1, 2016 through October 31, 2021 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-3 as per Renewal and Amendment No. 3", with a \$80,040 increase for the added services for a revised total agreement amount not to exceed \$223,540.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement, Renewal & Amendment No. 1, and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The first sentence of Paragraph titled, "GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED" shall be amended to the following:

"NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-3 as per Amendment No. 3 attached hereto this Amendment No. 3 in conformity with the terms of the Agreement."

2. Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3 as per Amendment No. 3 attached hereto this Amendment No. 3, subject to the limitations set forth in this Agreement, Renewal and Amendment No. 1, and Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$223,540."
3. The first sentence of paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from November 1, 2016 through October 31, 2021 unless sooner terminated pursuant to the terms of this Agreement."
4. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
*"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A-3: Revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 3"*
5. If there is any conflict or inconsistency between the provisions of Agreement, Renewal and Amendment No.1, Amendment No. 2, the provisions of this Renewal and Amendment No. 3 shall govern.
6. This Renewal and Amendment is effective retroactively on November 1, 2019.

EXHIBIT A-3

Revised Scope of Services / Payment Provisions

Year 1 (11/1/2019 - 10/31/2020)

Item	Quantity	Unit Price	Extended Price
SwipeSense System, Hand Hygiene	110	\$363.82	\$40,020
Annual Hardware Maintenance (Included)	1	\$0	\$0
Ongoing Informatics Maintenance (Included)	1	\$0	\$0
Implementation (Included, PM & Training)	1	\$0	\$0

Year 2 (11/1/2020 - 10/31/2021)

Item	Quantity	Unit Price	Extended Price
SwipeSense System, Hand Hygiene	110	\$363.82	\$40,020
Annual Hardware Maintenance (Included)	1	\$0	\$0
Ongoing Informatics Maintenance (Included)	1	\$0	\$0
Implementation (Included, PM & Training)	1	\$0	\$0

TOTAL: \$80,040

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 10/25/19

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: 10/25/19

CONTRACTOR

SWIPESENSE, INC.
CONTRACTOR's Business Name
Signature instructions below

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

MERT ISERI, CEO
Name and Title

Date: 10.10.2019

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

YURI MALINA, VP PRODUCT, SECRETARY
Name and Title

Date: 10/10/2019

*****SIGNATURE 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. (2 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. (2 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. (1 signature required)