

AMENDMENT 1  
TO THE  
SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the Software License Agreement dated the July 9, 2010, between 3M Company, together with its subsidiaries and affiliates, (collectively referred to herein as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and Natividad Medical Center (hereinafter referred to as "Customer") with offices at 1441 Constitution Boulevard, Salinas, CA, 93906-3100, and effective as of July 9, 2010.

Customer and 3M agree that the above referenced Agreement is amended as follows:

◆ = DELETION and Underscored text = ADDITION

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.

2. ADD Section 6.5 to the terms and conditions.

6.5 3M warrants that 3M and 3M's 's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of Customer, or immediate family of an employee of Customer.

3. DELETE Section 10.12 in its entirety and REPLACE with the following:

10.12 INSURANCE. During the term of this Agreement and any renewal thereof, 3M shall carry the same level of Insurance coverage as listed in 3M's Certificate of Insurance, attached hereto and incorporated herein by this reference, as Attachment A.

4. ADD Section 10.16 to the terms and conditions.

10.10 Fiscal Non-Appropriation of Funds. Notwithstanding any other term contained herein, Customer shall have the right, in the event that funds are not appropriated in any fiscal year during the term of this Agreement, to terminate this Agreement without charge, effective as of the last day of the fiscal year for which appropriation was made, providing that Customer (i) agrees not to use a competitor's equipment or software during the original term of the Agreement, (ii) pays all charges incurred to the end of the current fiscal period, and (iii) provides sixty (60) days written notice to 3M of non-appropriation of funds. It is understood that Customer is required by law to request this non-appropriation of funds termination provision. Customer hereby agrees to seek funding for each fiscal year.

5. ADD Section 10.17

10.17 3M, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

6. ADD Section 10.18

10.18 3M shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. 3M shall not use Customer's premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. ADD Section 10.19

10.19 Out-of-pocket expenses, including travel, meals, lodging and training materials, will be billed separately as they are incurred. 3M makes every effort to minimize travel expenses, when practical. For example, making advance airline ticket reservations for coach seating, using car rental companies and hotels from which 3M receives reduced rates, and requesting input from Customer regarding any Customer-negotiated hotel rates, or negotiating with local hotels for reduced rates based on the number of days onsite. 3M does not pay per diems for meals, but pays actual costs. Any unusual, high cost or unexpected out-of-pocket expenses will be approved by Customer prior to being incurred. Costs for entertainment and alcohol are not charged to the client.

8. ADD Section 10.20

10.21 Indemnification for Third Party Claims. Excluding the specific indemnification obligations of 3M set forth in Section 6.2 and those of Customer set forth in Sections 2.7 and 2.8, each party agrees to indemnify the other party and its officers, directors, agents and employees against, and agrees to hold them harmless from, any and all third party claims, demands, and recoveries (including without limitation interest, penalties and attorneys' fee) asserted by a third party and arising out of or relating to any acts or omissions by the indemnifying party, its officers, directors, agents and employees (or combination thereof) in connection with this Agreement.

9. ADD Section 10.22

10.22 Compliance with Applicable Law. 3M and its officers, employees, agents and subcontractors shall comply with applicable federal, state, and local laws, which provide for the confidentiality of records and other information. 3M shall not disclose any confidential records or other confidential information received from Customer or prepared in connection with the performance of this Agreement, unless Customer specifically permits 3M to disclose such records or information. 3M shall promptly transmit to Customer any and all requests for disclosure of any such confidential records or information. 3M shall not use any confidential information gained by 3M in the performance of this Agreement except for the sole purpose of carrying out 3M's obligations under this Agreement.

10. ADD Section 10.23

10.23 NON-DISCRIMINATION. During the performance of this Agreement, 3M and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. 3M shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. 3M and any subcontractor shall, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations which prohibit discrimination.

11. ADD Section 10.24

10.24 INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, 3M is at all times acting and performing as an independent CONTRACTOR and not as an employee of Customer. No offer or obligation of permanent employment with Customer or particular County department or agency is intended in any manner, and 3M shall not become entitled by virtue of this Agreement to receive from Customer any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits.

12. ADD Section 10.25

10.25 Waiver Any waiver of any terms and conditions of this Agreement must be in writing and signed by Customer and 3M. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

13. ADD Section 10.26

10.26 The term "3M" as used in this Agreement includes 3M's officers, agents, and employees acting on 3M's behalf in the performance of this Agreement.

14. ADD Section 10.27

10.27 Disputes. 3M shall continue to perform under this Agreement during any dispute.

15. ADD Section 10.28

10.28 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement

16. ADD Section 10.29

10.29 **Non-exclusive Agreement.** This Agreement is non-exclusive and both Customer and 3M expressly reserve the right to contract with other entities for the same or similar services.

Customer has read this Amendment, and when applicable each exhibit and attachment, hereto. To indicate their acceptance and agreement to be bound by the terms and conditions of the Agreement, 3M and Customer have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

NATIVIDAD MEDICAL CENTER

3M COMPANY

BY: *[Signature]*  
 NAME: CONTRACTS MANAGER  
 TITLE: 8-12-10  
 DATE:

BY: \_\_\_\_\_  
 NAME: James R. McDonough  
 TITLE: Pricing and Contracting Director  
 DATE: July 9, 2010

Please fax a purchase order in the amount of \$86,558.80, this signed Amendment and applicable Tax Exempt forms to: (651) 732-8469

ISSUE DATE / BY:	GPO:	BATCH NUMBER:	CUSTOMER SITE ID:	AGREEMENT NUMBER:
7/9/2010 SHH	AmeriNet, Inc.	001553	2930399	001553-10 AN
REVISION DATE / BY:	QC By: SLA: SLSA 04.09			