AMENDMENT NO. 4
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
<u>**HOSTING SERVICES**</u>

This Amendment No. 4 to the Service Level Agreement ("SLA") which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Customer"), and Visual Net Design (hereinafter "VNDhost"); (collectively, Customer and VNDhost are referred to as the "Parties"), with respect to the following: **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

<div align="center">RECITALS</div>

WHEREAS, the SLA was executed for Hosting Services with a term May 1, 2018 through April 30, 2021 and a total SLA amount not to exceed $33,988; and

WHEREAS, Customer and VNDhost amended the SLA on April 2, 2019 via Amendment No 1 to add an additional $150,000, thereby increasing the total SLA amount to $183,988 with no change to the SLA term of May 1, 2018 through April 30, 2021; and

WHEREAS, Customer and VNDhost amended the SLA on February 21, 2021 via Amendment No. 2 to extend it for an additional two (2) year period through April 30, 2023 to allow for services to continue with additions to the original scope of work attached hereto as "Revised Exhibit A per Amendment No. 2 – Scope of Services/Payment Provisions," "Revised Exhibit B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Service" and "Exhibit C – Google Analytics Custom Tracking Setup and Management" for an increase of $139,976 for a revised total SLA amount of $323,964; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 3 to extend it for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full agreement term of May 1, 2018 through April 30, 2025 to allow for services to continue with additions to the original scope of work attached hereto as "Revised Exhibit A-3 per Amendment No. 3 – Scope of Services/Payment Provisions," and "Revised Exhibit B-3 per Amendment No. 3 – Scope of Services/Payment Provisions for VND Website Support Service" for an increase of $98,916 for a revised total SLA amount of $422,880; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to allow for services to continue on the same or similar terms, adding $100,000 to the total payable amount for a revised total SLA amount of $522,880, with no additions to the scope of work, and no change to the Agreement term (May 1, 2018 through April 30, 2025).

<div align="center">AGREEMENT</div>

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The SLA is hereby renewed on the terms and conditions as set forth in the Original SLA, in Amendment No. 1, Amendment No. 2, and in Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. <u>The Second Sentence in Paragraph titled</u>, "PAYMENTS BY Customer" shall be amended to the following:
   "The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of $522,880."

2. Except as provided herein, all remaining terms, conditions and provisions of the Original SLA are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the SL, Amendment No. 1, Amendment No. 2, and in Amendment No. 3.

3. A copy of this Amendment No. 4 shall be attached to the Original SLA.

4. This Amendment No. 4 shall be effective when signed by the Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER	CONTRACTOR

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
       Charles R. Harris, 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

Visual Net Design
CONTRACTOR's Business Name
See instructions below

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

Manuel Oblitas, Managing Partner
Name and Title

Date: _03/21/2024_____

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

Javier Oblitas, Managing Partner
Name and Title

Date: 03/21/2024_____

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).

Hosting Service Level Agreement (SLA)

This Service Level Agreement (this "**SLA**") supplements the Terms of Service, and together such documents, and others referenced in the Terms of Service, form a binding agreement (the "**Agreement**") between Visual Net Design (hereinafter referred to as "VNDHost") and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (hereinafter referred to as "Customer"). Terms defined in the Terms of Service will have the same meaning when used in this SLA.

This SLA covers the following elements of the Service:

Server Uptime
Persistent Storage
Network Performance: Internal and External
Load Balancing
Cloud Storage
Server Reboot
Support Response Time
Domain Name Services
Physical Security
24 x 365 Engineering Support

This SLA does not apply to any feature of the Service not specifically identified in the SLA, or to any feature VNDhost identifies as "beta." If VNDhost chooses to provide SLA credits for beta features, such choice will not impose any obligation on VNDhost, and VNDhost may reverse such choice at any time.

PAYMENTS BY Customer; Customer shall pay VNDhost in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this SLA. The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of $33,988.

TERM OF AGREEMENT; the term of this Agreement is from May 1, 2018 through April 30, 2021 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both VNDhost and Customer and with Customer signing last and VNDhost may not commence work before Customer signs this Agreement.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

I. REMEDIES FOR SERVICE FAILURE

This SLA lists certain VNDhost standards for provision of the Service, and it offers Customer a 10x Service Credit (as defined below) for any failure to meet those standards. This SLA also lists several additional Service standards—standards of quality VNDhost

strives to meet, even though they're not guaranteed or subject to credits, and even though Customer might not notice any failure to meet some of them. These additional standards are listed alongside the credit standards below, for informational purposes only, to provide a sense of VNDhost's commitment to excellence. (Each listing of a standard below states whether it's a credit standard or an additional one.)

A. 10X Guaranteed

1. If the Service does not achieve the performance levels described in Parts II, IV, V, VI, XIII and X below (**"Failure"**), VNDhost shall provide Customer with a 10x Service Credit (as defined in Section A (2) below), pursuant to the provisions, requirements, and limitations of this SLA, including Parts XI through XIII.

2. A "10x Service Credit" is a credit equivalent to ten (10) times Customer's fees for the impacted Service feature for the duration of the Failure. (For example, where applicable: a Failure lasting seven (7) hours would result in credit of seventy (70) hours of free service for the feature in question; a Failure lasting fifteen (15) minutes would result in a 150-minute, or 2.5-hour, credit.) No credit will exceed one hundred percent (100%) of Customer's fees for the Service feature in question in the Customer's then current billing month. (For example, a 1 hour outage for a $500/month server agreement would pay a credit for 10 hours of service. $500/month / (744hrs/month) = $0.672/hour. 10 hour credit = $6.72)

B. Limitations & Warranty Disclaimer

The remedies set forth in this SLA are Customer's sole and exclusive remedies for any Failure or other failure of the Service, including without limitation for any breach of warranty, except as specifically set forth in the Agreement.

PERFORMANCE PURSUANT TO PART VII BELOW IS NOT GUARANTEED.

II. SERVER UPTIME

Individual servers shall deliver 99.999% uptime as monitored within the VNDhost network by VNDhost monitoring systems (Server Uptime Guarantee). Only failures due to known VNDhost problems in the hardware and/ delivering individual servers constitute Failures and so only those Failures are covered by this Server Uptime Guarantee and this SLA. Examples of Failures include power interruptions, hardware problems such as failures to a hard drive or power supply or network card. Problems related in any way to the Customer server operating system or any other software on the customer server, or to the actions of Customers or third parties, do not constitute Failures and are not subject to any remedy defined herein.

Credits for this Part II shall be issued against the monthly service charge. Credit is calculated using the Customer's then-current rate for monthly hosting at the time of Failure. (Example: If a Customer is currently paying $500.00 / month and experiences a

server failure for 1 hour, one credit of \$6.72 (10 x 0.672) shall be applied to the Customer's account.) A credit shall be issued for the period (i) starting when a Case (as defined below in Part V) is filed by Customer or by VNDhost support representatives and (ii) ending when the server returns to an online state.

III. PERSISTENT STORAGE

VNDhost shall make reasonable efforts to insure that server storage is "persistent." In the event of hardware or software Failures as defined in Part II above, VNDhost shall return the Customer to pre-Failure state including restoring:

- Networking configuration such as public and private IP addresses and VLAN;
- Operating system and existing configuration;
- Application software as configured by Customer; and
- Data.

Furthermore, these efforts shall include supporting the Customer via telephone, chat or Email at the Customer's choosing.

(Example: in the event of a failure to a mother-board supporting a Customer server, the mother-board shall be replaced and the Server shall be returned to service, rebooted, with the same IP address, VLAN, networking configuration, operating system configuration, application software and data on the hard- drive.)

VNDhost shall provide resources required to recover Customer environments and data and must take responsibility of full restore from backup media.

IV. NETWORK PERFORMANCE

VNDhost shall deliver 99.999% uptime for network performance as permitted by the nature of the internet. VNDhost has redundant network links to prevent outages but cannot prevent against natural disasters, high-level network attacks, or undersea cable cuts causing widespread network infrastructure outages.

A. Limitations

This SLA does not cover (without limitation): (a) network performance to Customer's physical location or internet access point (such as a local DSL/cable modem); or (b) failures due to denial of service attacks.

B. Credits

Credits for this Part IV shall be issued against prepaid Hosting fees. The credit is based only on the affected server, not a customer's total monthly fees.

The rate at which the credit is applied shall be equal to the prepaid Hosting fees

divided by 744 hours per month.

V. SUPPORT RESPONSE TIME

- Business Hour Response Time: 30minutes
- After Hours Response time - Emergency/Outage: 2 hours
- After Hours Response time - Change Request: 24 hours

A tracking number shall automatically be provided to Customer promptly after opening of the Case, and a human support engineer shall review the support request within the timeframe listed above. VNDhost may reclassify any Case misclassified as falling into one of the EMERGENCY categories listed above, and such Case will not qualify for EMERGENCY treatment. Resolution and repair times vary, and this SLA does not address them.

VI. DOMAIN NAME SERVICES

Primary DNS availability: 99.999%

"**DNS**" means domain name server. A period of DNS failure is any time during which 99.999% of VNDhost's Domain Name Servers simultaneously fail to respond to requests for name resolution. This SLA does not guarantee propagation of DNS data across the Internet or the hosting of secondary DNS service for Customer's primary domain in another location.

VII. PHYSICAL SECURITY

VNDhost shall ensure the presence of a professional security plan in the computer server hosting facilities at all times to enforce VNDhost's security policies. This plan includes access control doors (magswipe with proximity cards), alarm systems, and surveillance cameras with remote viewing and recording capabilities.

Pursuant to this policy, VNDhost does not allow customer access to the data center except under certain extreme circumstances and when escorted by a VNDhost Employee. Not all VNDhost employees have datacenter access. When entering the data center escorted by a VNDhost employee you will be required to be logged in our visitors log and your legal photo ID will be photocopied for our records.

VIII. 24 x 365 ENGINEERING SUPPORT

24 x 365 Engineering Support

VNDhost provides 24/7 support by phone for emergency situations (As defined in section VI). Not all issues will be addressed after business hours (8:00am-5pm CST). Support tickets submitted by email will not be addressed after-hours unless they are opened by a phone call.

IX. CREDIT REQUIREMENTS

The following are required for credits:

A. Customer must open a support case (a **"Case"**) during the Failure in question. Customer will open all Cases through the Customer Portal or by emailing a ticket to vndhost@vndx.com. In opening a Case, Customer will provide complete information regarding the nature of the problem, including any information reasonably necessary for diagnosis and correction, by following the Case opening procedures at the Customer Portal. However, at VNDhost's sole discretion, a VNDhost representative may open a Case for Customer, without use of the Customer Portal, and Customer will provide all information required in the preceding sentence to the support representative

B. Customer must provide VNDhost with accurate and complete designated points of contact, using the Customer Portal.

C. Customer must request any credits by accurately completing the automated SLA Credit Request process online at the Customer Portal within thirty (30) days of the start of the Failure.

X. CREDIT LIMITATIONS

A. The minimum period of Failure eligible for a credit is 15 minutes, and shorter periods will not be aggregated. The maximum credit for any single Failure is one month's Service fees. In the event that multiple periods of Failure overlap in time, credits will not be aggregated, and Customer shall receive credit only for the longest such period of Failure. VNDhost is not required to issue multiple credits for a single incident; in the event that a single incident calls for credits pursuant to multiple Parts of this SLA, VNDhost may decide, in its sole discretion, which credits to award. The period of Failure for Server Uptime, Network Performance and Domain Name Services begins when Customer opens a Case and ends when the Failure is remedied.

B. In the event that credits for any calendar month exceed 25% of VNDhost's revenues for such period, VNDhost may reduce and pro-rate the value of credits given to all Customers for such period so that the aggregate credit given to all Customers does not exceed 25% of revenues. As used in the previous sentence, "VNDhost's revenues" and "all Customers" refer to revenues and customers from Internet hosting services sold under the "VNDhost" brand, and not to revenues or customers from any other business unit operating under another name or providing services other than or in addition to Internet hosting. VNDhost may employ such accounting procedures as it chooses in calculating revenues, in its sole discretion, and nothing herein will be construed to require that VNDhost disclose non-public information about its finances to Customer or to any party.

C. Credits available pursuant to this SLA apply only to future service delivery. VNDhost is not required to provide refunds pursuant to this SLA. If Customer retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits shall not be applied against fees for professional services, bundled support, or setup fees

D. Notwithstanding any provision to the contrary in this SLA, the following do not constitute Failures: (1) downtime during scheduled maintenance or Emergency Maintenance (as defined below) periods; (2) outages caused by hackers, sabotage, viruses, worms, or other third party wrongful actions; (3) DNS issues outside of VNDhost's control; (4) outages resulting from Internet anomalies outside of VNDhost's control; (5) outages resulting from fires, explosions, or force majeure; (6) outages to the Customer Portal, and (7) failures during a "beta" period. "**Emergency Maintenance**" refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by VNDhost in its sole discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses/worms. VNDhost will exercise reasonable efforts to inform Customer in advance before interrupting the Service for Emergency or Scheduled Maintenance, but such notice is not guaranteed and failure thereof does not constitute Failure. Scheduled Maintenances shall only be performed during off peak hours.

XI. TERMS OF SERVICE / THE AGREEMENT

Terms defined in the Agreement shall have the same meaning when used in this SLA. In the event of any conflict between this SLA and the Agreement, the Agreement shall govern.

XII. PAYMENT CONDITIONS

A. Prices shall remain firm for the initial term of the SLA and, thereafter, may be adjusted annually as provided herein. Customer does not guarantee any minimum or maximum amount of dollars to be spent under this SLA.

B. Negotiations for rate changes shall be commenced, by VNDhost, a minimum of ninety days (90) prior to the expiration of the SLA. Rate changes are not binding unless mutually agreed upon in writing by Customer and VNDhost.

C. VNDhost shall submit to the Contract Administrator an invoice on a form acceptable to Customer. If not otherwise specified, VNDhost may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by VNDhost for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this SLA, and shall promptly submit such invoice to the County Auditor-Controller for payment. The

County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

D. VNDhost shall not receive reimbursement for travel expenses unless set forth in this SLA.

XIII. TERMINATION

A. Termination based on Written Notice: During the term of this SLA, Customer may terminate the Agreement for any reason by giving written notice of termination to the VNDhost at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this SLA shall be reduced in proportion to the services provided prior to the date of termination.

B. Termination for Good Cause: Customer may cancel and terminate this Agreement for good cause effective immediately upon written notice to VNDhost. "Good cause" includes the failure of VNDhost to perform the required services at the time and in the manner provided under this SLA. If Customer terminates this SLA for good cause, Customer may be relieved of the payment of any consideration to VNDhost, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due to VNDhost under this SLA.

C. Termination for Lack of Government Funding: Customer's payments to VNDhost under this SLA are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to VNDhost, and the obligations of the parties under this SLA shall terminate immediately, or on such date thereafter, as Customer may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this SLA.

XIV. INDEMNIFICATION

A. VNDhost shall indemnify, defend, and hold harmless Customer (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this SLA by VNDhost and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this SLA to provide the broadest possible coverage for the County. VNDhost shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which VNDhost is obligated to indemnify, defend and hold harmless the County under this SLA.

XV. INSURANCE

A. Evidence of Coverage:

Prior to commencement of this Agreement, the VNDhost shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the VNDhost upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Customer's Contracts/Purchasing Department, unless otherwise directed. VNDhost shall <u>not</u> receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of VNDhost.

B. <u>Qualifying Insurers</u>: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Customer's Contracts/Purchasing Director.

C. <u>Insurance Coverage Requirements</u>: Without limiting VNDhost's duty to indemnify, VNDhost shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

D. <u>Commercial General Liability Insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent VNDhosts, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

E. <u>Business Automobile Liability Insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

F. Workers' Compensation Insurance, If VNDhost employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

G. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, VNDhost shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

☐ Exemption/Modification (Justification attached; subject to approval)

H. Other Insurance Requirements

1. All insurance required by this Agreement shall be with a company acceptable to Customer and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VNDhost completes its performance of services under this Agreement.

2. Each liability policy shall provide that Customer shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for VNDhost and additional insured with respect to claims arising from each

subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance**.

4. Prior to the execution of this Agreement by Customer, VNDhost shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that VNDhost has in effect the insurance required by this Agreement. VNDhost shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

5. VNDhost shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Customer, annual certificates to Customer's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify VNDhost and VNDhost shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by VNDhost to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

XVI. Governing Law. This SLA shall be governed by and interpreted under the laws of the State of California.

~~Signature Page to follow~~
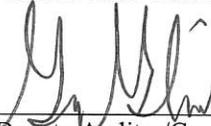
NATIVIDAD MEDICAL CENTER
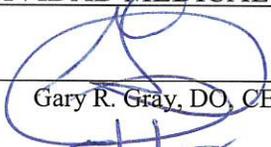
By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____April 26, 2018_____
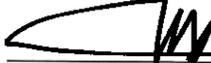
APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____4/29-18_____

VISUAL NET DESIGN

Manuel Oblitas

By: _____
Print Name

Signature: _____

DATE: _____05/02/18_____

VNDhost Hosting Service Level Agreement

VISUAL NET DESIGN

Natividad Medical Center
Natividad Medical Center - Hosting

Exhibit A Scope of Services/Payment Provisions

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

	hand.	
	VND manages your backup to insure continuity of your files in case of disaster or emergency, making your backups one less thing to worry about. Features: • Restore your business files quickly, from the local copy or the cloud as needed • Works over wireless, wired and cellular networks • Fully automated and monitored backup solution • Fully encrypted - Data is secured before transmission to protect your business important files from any prying eyes • Cross platform - Runs on Windows, Mac, Linux, and Solaris • Unlimited Cloud storage • 1tb Local cache of data for fast restore • RPO: Defaults: every 12 hours backup, RTO: 24 hours. Modified depending on RTO.	
Dedicated Server Failover	Failover Server Web/Db Failover Dedicated Server Pro » Operating System: CentOS 7 » Additional IPs: 0 $0.00 USD » CPUs: Dual Quad-Core Xeon 2.5G+ » RAM: 16 GB $20.00 USD » Raid: Raid 1 [2 Drives] » Hard Drive 0: 250GB SSD » Hard Drive 1: 250GB SSD » Hard Drive 2: -Not Specified- » Hard Drive 3: -Not Specified- » Control Panel: Virtualmin Linux » Management: -Default- • Access using SSH or Virtualmin • Server management and support from VND*	Setup Fee: $315.00 one time (1 units X $315.00) = $315.00/MO
Failover Config Labor	Labor to Setup DB/Files sync & Dual-Master using our custom failover technology.	Setup Fee: $400.00 one time
Premium Wordpress Maintenance	Domain: Natividad Intranet Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your	(1 units X $120.00) = $120.00/MO

	website with a CDN (content delivery network) as your static web files are cached on multiple servers all over the world. 3. Uptime Monitoring 24/7 4. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report. Security Note: Site protected by access security and authentication based on Natividad's Active Directory user credentials.	
Premium Wordpress Maintenance	Domain: Natividad.com Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your website with a CDN (content delivery network) as your static web files are cached on multiple servers all over the world. 3. Uptime Monitoring 24/7 4. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report.	(1 units X $120.00) = $120.00/MO
	Total One-time Setup Fees	$1,030.00
	Total Monthly Fees	$910.00

VNDhost Exhibit A

Section III – Summary

a) Annual Recurring components:
1) **SSL Certificate Siugle Domain Managed $99.00 - (1 units x $99.00) = $99.00**
2) **SSL Certificate Siugle Domain Managed $99.00 - (1 units x $99.00) = $99.00**

b) Monthly Recurring components**:
1) **Yes (x) No ( ) – Managed Dedicated Server – Setup Fee: $315.00 one time & (1 units X $315.00) = $315.00/MO**
2) **Yes (x) No ( ) – Managed Cloud backup – (1 units X $40.00) = $40.00/MO**
3) **Yes (x) No ( ) – Dedicated Server Failover – Setup Fee: $315.00 one time & (1 units X $315.00) = $315.00/MO**
4) **Yes (x) No ( ) – Failover Config Labor – Setup Fee: $400.00** one time & **$0.00/MO**
5) **Yes (x) No ( ) - Premium Wordpress Maintenance - (1 units X $120.00) = $120.00/MO**
6) **Yes (x) No ( ) - Premium Wordpress Maintenance - (1 units X $120.00) = $120.00/MO**

c) Totals:
Annual Recurring Total:
$198.00
Setup Fees One time:
$1,030.00
Monthly Recurring Total:
$910.00

Domain Name:
1. Natividad Site: http://www.natividad.com/
2. Natividad Intranet

SECTION IV - DEFINITIONS
* Server management and support from VND. This ensures the following are performed:
-Firewalls in place to allow only preapproved remote access managed by VND.
-Ensures changes in security policies are tracked.
-Monitoring of bandwidth spikes to track down abusers and DDOS attacks which are blocked on our Edge routers.
-Monitoring of Uptime via our monitoring systems.
** Some Monthly Recurring components have additional One Time Setup fees as specified in this document.
***Free Installation only applicable for VND provided SSLs. Third party SSLs from other registry authorities may be subject to other labor charge not defined in this document.

Monterey County
Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-14274, Amendment No.: 1
Upon motion of Supervisor Adams, seconded by Supervisor Lopez and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Visual Net Design for website update and web hosting services, adding $150,000 for a revised total agreement amount not to exceed $183,988, with no changes to the existing agreement term May 1, 2018 through April 30, 2021.
b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($3,398) of the original cost of the agreement per each amendment.

PASSED AND ADOPTED on this 2nd day April of 2019, by the following vote, to wit:

AYES: Supervisors Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: Supervisor Alejo

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 2, 2019.

Dated: April 3, 2019
File ID: A 19-045

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California
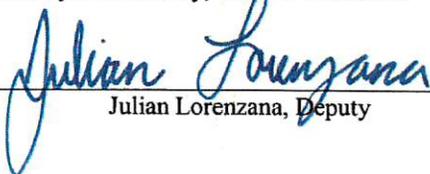
Julian Lorenzana, Deputy

AMENDMENT NO. 1
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
HOSTING SERVICES

This Amendment No.1 to the Service Level Agreement ("SLA") which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Customer"), and Visual Net Design (hereinafter "VNDhost"); (collectively, Customer and VNDhost are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the SLA was executed for Hosting Services with a term May 1, 2018 through April 30, 2021 and a total SLA amount not to exceed $33,988; and

WHEREAS, Customer and VNDhost currently wish to amend the SLA via Amendment No 1 to add Website Support Services attached hereto as "Exhibit B – Scope of Services/Payment Provisions for VND Website Support Services" for an increase of $150,000 for a revised total SLA amount of $183,988 with no changes to the SLA term May 1, 2018 through April 30, 2021.

AGREEMENT

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The SLA is hereby renewed on the terms and conditions as set forth in the Original SLA and in Amendment No. 1incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY Customer" shall be amended to the following:
   "Customer shall pay VNDhost in accordance with the payment provisions set forth in Exhibit A and Exhibit B, subject to the limitations set forth in this SLA. The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of $183,988."

2. 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 SLA:
   Exhibit A: Scope of Services/Payment Provisions for Hosting Services
   Exhibit B: Scope of Services/Payment provisions for Website Support Services

3. Except as provided herein, all remaining terms, conditions and provisions of the Original SLA are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the SLA and in Amendment No. 1.

4. A copy of this Amendment No. 1 shall be attached to the Original SLA.

5. This Amendment No. 1 shall be effective when signed by both Parties.

~ Signature page to follow ~

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.
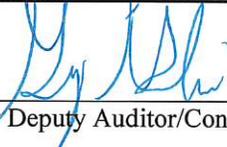
NATIVIDAD MEDICAL CENTER
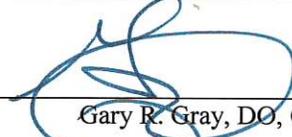
By: _____
Gary R. Gray, DO, CEO

Date: _____4|4|5_____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____2/12/19_____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____2,15-19_____

CONTRACTOR

Visual Net Design
CONTRACTOR's Business Name
See instructions below

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

Manuel Oblitas   Co-Founder
Name and Title

Date: ___1/24/19___

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

Javier Oblitas   Co-Founder
Name and Title

Date: ___1/24/19___

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 B – Scope of Services/Payment Provisions for VND Website Support Services
==

VNDHost agrees to provide to Customer support services for the Natividad website which is currently hosted by VNDHost. Website support for the domains Natividad.com and the Natividad Intranet shall include but is not limited to the following:

1. Telephone and E-mail Support:
 - VND provides telephone and e-mail support for Customer with a Monthly Support Subscription;   available hours and response times are provided in the Monthly Support Response Time table below.
 - Customer with a Monthly Support Subscription or as needed retainer agreement shall report high priority issues to VNDs technical   support via phone or email during office hours provided in the support response time table below.
 - Response time for any support tickets is calculated from the time of initial contact from Customer to VND.

2. Monthly Support Response Time:
 - VND will ensure appropriate and timely escalation of high priority issues through its technical and management organization. VND is   committed to working on high priority issues until resolution is complete.
 - VND shall exercise all commercially reasonable efforts to meet the following response times:
   • For website content development: No more than 1 hour initial response time during office hours M-F 8am-5pm after time of initial request by Customer. Final content deliverable shall be established at a mutually agreed upon day and time depending on the complexity of the requested content creation.
   • For website postings of documents sent to VNDHost by Customer and posting of links to such documents on the website, and for updates and changes to existing web pages at www.Natividad.com: all such postings and changes shall occur within 4 hours of when the request was initially submitted by Customer between M-F 8am-5pm. Posting and change requests made after 2 pm shall be completed by the following morning M-F no later than 9am.
   • All Customer requests shall be emailed to support@vndx.com

3. Pricing:

 The price option for this SLA may be modified via an amendment to the agreement with regards to the following pricing structure with committed hours:
   • (   ) **$95 per billable hour of services reserved for a minimum of 48 hours per month.* - $4,560.00 per month minimum**
   • (   ) **$100 per billable hour of services reserved for a minimum of 32 hours per month.* - $3,200.00 per month minimum**
   • (X) **$110 per billable hour of services reserved for a minimum of 16 hours per month - $1,760.00 per month minimum**

- **Anything over the 16 hours per month shall be charged at $120 per hour**

VNDHost shall submit to the Customer an invoice on a form acceptable to Customer showing a brief description of the service provided, the dates services were rendered, and the cost. Advanced payment shall not be made. If not otherwise specified, the VNDHost may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. Customer shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this SLA, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

Monterey County
Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No.: A-14274; Amendment No.: 2
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14274) with Visual Net Design for website update and hosting services, extending the agreement an additional two (2) year period (May 1, 2021 through April 30, 2023) for a revised full agreement term of May 1, 2018 through April 30, 2023, and adding $139,976 for a revised total agreement amount not to exceed $323,964.
b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($3,398) of the original cost of the agreement.

PASSED AND ADOPTED on this 26th day of January 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 26, 2021.

Dated: January 27, 2021
File ID: A 21-020
Agenda Item No.: 31

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

AMENDMENT NO. 2
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
HOSTING SERVICES

This Amendment No.2 to the Service Level Agreement ("SLA") which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Customer"), and Visual Net Design (hereinafter "VNDhost"); (collectively, Customer and VNDhost are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the SLA was executed for Hosting Services with a term May 1, 2018 through April 30, 2021 and a total SLA amount not to exceed $33,988; and

WHEREAS, Customer and VNDhost amended the SLA on April 2, 2019 via Amendment No 1 to add an additional $150,000, thereby increasing the total SLA amount to $183,988 with no change to the SLA term of May 1, 2018 through April 30, 2021; and

WHEREAS, Customer and VNDhost currently wish to amend the SLA via Amendment No. 2 to extend it for an additional two (2) year period through April 30, 2023 to allow for services to continue with additions to the original scope of work attached hereto as "Revised Exhibit A per Amendment No. 2 – Scope of Services/Payment Provisions," "Revised Exhibit B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Service" and "Exhibit C – Google Analytics Custom Tracking Setup and Management" for an increase of $139,976 for a revised total SLA amount of $323,964.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The SLA is hereby renewed on the terms and conditions as set forth in the Original SLA, in Amendment No. 1, and in Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY Customer" shall be amended to the following:
"Customer shall pay VNDhost in accordance with the payment provisions set forth in Exhibit A, Revised Exhibit A, Exhibit B, Revised Exhibit B, and Exhibit C, subject to the limitations set forth in this SLA. The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of $323,964."

2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from May 1, 2018 through April 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."

3. 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 SLA:
Exhibit A: Scope of Services/Payment Provisions for Hosting Services
Revised Exhibit A per Amendment No. 2: Scope of Services/Payment Provisions for Hosting Services
Exhibit B: Scope of Services/Payment provisions for Website Support Services
Revised Exhibit B per Amendment No. 2: Scope of Services/Payment provisions for Website Support Services

Exhibit C: Google Analytics Custom Tracking Setup and Management"

4. Except as provided herein, all remaining terms, conditions and provisions of the Original SLA are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the SLA and in Amendment No. 1.

5. A copy of this Amendment No. 2 shall be attached to the Original SLA.

6. This Amendment No. 2 shall be effective on February 1, 2021.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
      Gary R. Gray, DO, CEO

Date: _____2/2/21_____

APPROVED AS TO LEGAL PROVISIONS

By: _____
      Monterey County Deputy County Counsel

Date: _____Jan 11, 2021_____

APPROVED AS TO FISCAL PROVISIONS

By: _____gary k giboney_____
      Monterey County Deputy Auditor/Controller

Date: _____1-11-2020_____

CONTRACTOR

_____Visual Net Design_____
CONTRACTOR's Business Name
See instructions below

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

_____Manuel Oblitas, Co-Founder / Owner_____
Name and Title

Date: _____12/15/2020_____

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

_____Javier Oblitas , Co-Founder_____
Name and Title

Date: _____12/15/2020_____

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).

VISUAL NET DESIGN

Natividad Medical Center
Natividad Medical Center - Hosting 2021-2023
Quote# 10648 –
Revised Exhibit A per Amendment No. 2 for Hosting Services
11/17/2020

Customer: Natividad Medical Center
Project Name: Natividad Medical Center - Hosting 2021-2023

Quote Number: 10648
Date: 11/17/2020

Section I – Annual Recurring Components

Module	Details	Quote
SSL Certificate Single Domain Managed $99.00	Domain: Natividad Intranet This is the lock representing SSL encryption for secure transactions. $99/year -SSL Certificate Single Domain Managed *Includes Free Installation!	$99.00/year
SSL Certificate Single Domain Managed $99.00	Domain: Natividad.com This is the lock representing SSL encryption for secure transactions. $99/year -SSL Certificate Single Domain Managed *Includes Free Installation!	$99.00/year

Section II – Monthly Recurring Components

Service	Recurring Service Summary	Recurring Totals
Managed Dedicated Server	Main Server Web/DB Dedicated Server Pro » Operating System: CentOS 7 » Additional IPs: 0 $0.00 USD » CPUs: Dual Quad-Core Xeon 2.5G+ » RAM: 16 GB $20.00 USD » Raid: Raid 1 [2 Drives] » Hard Drive 0: 250GB SSD » Hard Drive 1: 250GB SSD » Hard Drive 2: -Not Specified- » Hard Drive 3: -Not Specified- » Control Panel: Virtualmin Linux » Management: -Default- • Access using SSH or Virtualmin • Server management and support from VND**	$315.00/MO
Managed Cloud backup	VND Managed Cloud backup takes your business backup to new heights by continuously sending your encrypted data to our secure online cloud. Our backup agent operates silently in the background so you can stay focused on business at hand. VND manages your backup to ensure continuity of your files in case of disaster or emergency, making your backups one less thing to worry about. Features: * Restore your business files quickly, from the local copy or the cloud as needed * Works over wireless, wired and cellular networks	$40.00/MO

	* Fully automated and monitored backup solution * Fully encrypted - Data is secured before transmission to protect your business important files from any prying eyes * Cross platform - Runs on Windows, Mac, Linux, and Solaris * Unlimited Cloud storage * 1tb Local cache of data for fast restore	
Dedicated Server Failover	Failover Server Web/Db Failover Dedicated Server Pro » Operating System: CentOS 7 » Additional IPs: 0 $0.00 USD » CPUs: Dual Quad-Core Xeon 2.5G+ » RAM: 16 GB $20.00 USD » Raid: Raid 1 [2 Drives] » Hard Drive 0: 250GB SSD » Hard Drive 1: 250GB SSD » Hard Drive 2: -Not Specified- » Hard Drive 3: -Not Specified- » Control Panel: Virtualmin Linux » Management: -Default- • Access using SSH or Virtualmin • Server management and support from VND**	$315.00/MO
Premium WordPress Maintenance	Domain: Natividad Intranet Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your website with a CDN (content delivery network) as you static web files are cached on multiple servers all over the world. 3. Uptime Monitoring 24/7 4. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 5. Support (email & phone) 6. Monthly report (Backup status, downtime, updates, security issues, etc...) 7. Monthly Google Analytics report (Total visits/month) 8. Performance Monitoring (bandwidth, CPU and server resources) 9. Site consistency automated report: Broken links and spelling report.	$120.00/MO
Premium WordPress Maintenance	Domain: Natividad.com Services: 1. Daily Back Ups 2. Website firewall (Sucuri). This prevents attacks due to security holes or hack attempts. We provide security and malware scans on live traffic. Sucuri monitors your WordPress site for malware, file changes, SQL injections, and more. It also protects your website against DDoS and brute force attacks. In addition, it speeds up your website with a CDN (content delivery network) as your static web files are cached on multiple servers all over the world.	$120.00/MO

| | 3. Uptime Monitoring 24/7
4. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required.
5. Support (email & phone)
6. Monthly report (Backup status, downtime, updates, security issues, etc...)
7. Monthly Google Analytics report (Total visits/month)
8. Performance Monitoring (bandwidth, CPU and server resources)
9. Site consistency automated report: Broken links and spelling report. | |

Section III – Summary

a) Annual Recurring components:
1) SSL Certificate Single Domain Managed = $99.00
2) SSL Certificate Single Domain Managed = $99.00

b) Monthly Recurring components:
1) Yes (x) No ( ) - Managed Dedicated Server - (1 units X $315.00) = $315.00/MO
2) Yes (x) No ( ) - Managed Cloud backup - (1 units X $40.00) = $40.00/MO
3) Yes (x) No ( ) - Dedicated Server Failover - (1 units X $315.00) = $315.00/MO
4) Yes (x) No ( ) - Premium WordPress Maintenance - (1 units X $120.00) = $120.00/MO
5) Yes (x) No ( ) - Premium WordPress Maintenance - (1 units X $120.00) = $120.00/MO

c) Totals:
Annual Recurring Total:
$198.00

Setup Fees:
$0

Monthly Recurring Total:
$910.00

Section IV – Definitions
* Free installation only applicable for VND provided SSLs. Third party SSLs form other registry authorities may be subject to other labor charges not defined in this document
** Server management and support from VND. This ensures the following are performed:
- Firewalls are in place to allow only pre-approved remote access managed by VND
- Ensures changes in security policies are tracked.
- Monitoring of bandwidth spikes to track down abusers and DDoS attacks which are blocked on our edge routers.
- Monitoring of uptime via our monitoring systems.

Section IV – Terms

This Hosting Agreement is made effective when first payment for services is applied, between Visual Net Design LC (the Provider), and Natividad Medical Center (the Client), and states the agreement of the parties as follows:

WEB Hosting Effective Start Date: February 1st, 2021

This agreement shall begin on the above effective date and shall end __April 30, 2023__, unless otherwise terminated in a manner consistent with the terms of this hosting agreement/SLA.

_____
Approved by / Date

VISUAL NET DESIGN

Revised EXHIBIT B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Services

Natividad Medical Center
Natividad Web Retainer
Quote# 10603
11/6/2020

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

Customer: Natividad Medical Center
Project Name: Natividad Web Retainer

Quote Number: 10603
Date: 11/6/2020

Revised EXHIBIT B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Services
===

1. Telephone and E-mail Support:
- VND provides telephone and e-mail support for Customer with a Monthly Support Subscription or as needed retainer agreement; available hours and response times are provided in the Monthly Support Response Timetable below.
 - Customer with a Monthly Support Subscription or as needed retainer agreement shall report high priority issues to VNDs technical support via phone or email during office hours provided in the support response timetable below.
- Response time for any support tickets is calculated from the time of initial contact from Customer to VND.

2. Obligations of Supported Customers:
- Customer acknowledges that VND's ability to provide a solution for a customer issue may be subject to and may require access to certain Customer information and access to Customers computer system as reasonably requested by VND.
- Such information may include, but is not limited to, the type of hardware the Customer is using, a detailed description of the problem for which Customer seeks Support Services, and additional software Customer is using that falls outside the Monthly Support Subscription or as needed retainer agreement scope of coverage. Customer understands and agrees that the completeness and accuracy of the information customer provides to VND may affect VNDs ability to provide Support Services.
- The Customer is required to provide a technical support contact that will be the technical focal point for VND in all support matters.

3. Monthly Support Response Time:
- VND will ensure appropriate and timely escalation of high priority issues through its technical and management organization. VND is committed to working on high priority issues until resolution is complete.
- This effort requires Customer to provide the matching resources necessary to ensure timely progress and validation.
- VND shall exercise all commercially reasonable efforts to meet the following response times:
  - For website content development: No more than 1-hour response time during office hours M-F 8am-5pm at the time of initial request by Customer. Final content deliverable shall be established at a mutually agreed upon day and time depending on the complexity of he requested content creation.
  - For website postings of documents sent to VND by Customer and posting of links to such documents on the Customer's website, and for updates and changes to the existing web pages at the Customer's website, all such postings and changes shall occier within 4 hours of when the request was initially submitted by Customer between M-F 8am-5pm. Posting and change requests made after 2pm shall be completed by the following morning M-F no later than 10am.
  - All customer requests shall be emailed to developer@vndx.com for web/software development requests and support@netservers.com for server hosting related requests.

4. Pricing Clause:

The price option for this SLA may be modified via an amendment to the agreement with regards to the following pricing structure with committed hours:

- (X) **$110 per billable hour of services reserved for a minimum of 30 hours per month.* - $3,300.00/mo**

- Anything over the 16 hours per month shall be charged at $120/hr

VND shall submit the Customer an invoice on a form acceptable to Customer showing a brief description of the service provided, the dates services were rendered, and the cost. Advanced payment shall not be made. If not otherwise specified, VND may submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. Customer shall certify the invoice, either in the requested amount or in such other amount as Customer approves in conformity with this SLA, an shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

_____

Approved by / Date

VISUAL NET DESIGN

Natividad Medical Center

Exhibit C: Natividad.com Google Analytics Custom Tracking Setup and Management
9/9/2020

Customer: Natividad Medical Center
Project Name: Natividad.com Google Analytics Custom Tracking Setup and Management
Date: 9/9/2020

Section I – Required Components

Module	Details	Price
Google Analytics Goal One Time Configuration	The following will be done to setup a goal configurations on Google Analytics to be able to track page behaviour to a more granular level. Please note, we identified we have to add code to 150 pages. What is Goal? - Goals measure how well your site or app fulfills your target objectives. A goal represents a completed activity, called a conversion, that contributes to the success of your business. Examples of goals include making a purchase (for an ecommerce site), completing a game level (for a mobile gaming app), or submitting a contact information form (for a marketing or lead generation site). Tasks to complete: - Create new goal - Goal configuration - Revise or edit a goal - Show to Customer where and how they can see Recording status After Goals are setup, Customer will have access to the below in their Google Analytics Dashboard/Goal section: - Destination of Visitors on pages - Duration for which they were on that page (Ex: 5 minutes or more) - Pages/Screens per session (Ex: 3 pages) - Events (Ex: played a video) - Goal Value (Goal count) - Goal Completions (How many time viewer watches the Goal) - Goal Conversion Rate (Goal Percentage) - Total Abandonment Rate	$7,800.00
Monthly Custom Google Analytics Reporting	We are also providing a recurring reporting option (sent every month): In this report we will share the details of all pages regarding above mentioned points based on the results from the Goals section on Google Analytics Dashboard. This includes both the initial configuration of the report and monthly reporting.	$480.00

Section II – Summary

Required components:
1) **Google Analytics Goal One Time Configuration - $7,800.00**
2) **Monthly Custom Google Analytics Reporting - $480.00**
   - **Monthly Custom Google Analytics Reporting shall not exceed $13,440.**

Grand Total: **$21,240 (For charges until period ending April 30, 2023)**

TERMS:

1) Warranty
Work performed by Vendor under this cost estimate is warranted 100% with a 90-day warranty. Out of scope work requests made after a signed statement of work is approved will be billed hourly upon execution of an amendment signed by both parties.

Items NOT covered by our warranty are:
- Code written by developers other than VNDs team.
- Support for any problems or errors arising with or caused by customer error.
- Any web development, web analysis, SEO or web marketing task that is not explicitly listed in the customer contract as a line item.
- Any updates to the Operating system, third party software, or OS patches that may cause issues in the production application.

2) Proposed Timeline: 30 days after execution of this Amendment.
Proposed timeline is an estimate to serve as a guide. The time-frame to design, develop and implement a project can always fluctuate and it may change based on unforeseen conditions. Timelines are conducted in calendar days. Vendor will keep the Customer notified of changes that will extend the timeline. Customer agrees that it shall not hold the Vendor or his/her agents or employees liable for any incidental or consequential damages that arise from the Vendors failure to finalize the project in a timely manner.

3) Progress Reports
The Vendor shall contact or meet with the Customer on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development of the site. The Vendor shall inform the Customer promptly by telephone or email upon discovery of any event or problem that may significantly delay the development of the work.

4) Changes
All changes shall be agreed to in writing by way of an amendment signed by both parties.

5) Testing and Acceptance
When Vendor notifies Customer that the Software is ready for use by Customer in a production environment, Customer may test the Software to determine whether it complies in all material respects with the Documentation. Customer agrees to complete such testing or evaluation within twenty (20) business days of such notice, or such other period of time as the parties may agree upon in writing. Upon completion of review and testing, Customer shall promptly notify Vendor whether it has accepted the Software ("Acceptance"), or whether it has identified material discrepancies with

the Documentation ("Rejection"). If Customer Rejects the Software, Customer shall provide a written list of items that must be corrected. Within five (5) business days of receipt of Customer's notice, at no additional charge to Customer, Vendor shall provide corrected Software to Customer for review and testing. The testing and evaluation process shall resume, as set forth above, with Customer having the greater of ten (10) business days or the remainder of the original testing period to complete its testing. If Customer Accepts the Software, it shall issue a written Acceptance Notice. The date of such Acceptance Notice shall be deemed the "Acceptance Date." Customer may elect to terminate this Agreement without any further liability or obligation if after Customer has completed at least two review cycles as described in this Section, Customer determines that the Software, as revised, does not comply in all material respects with the Documentation. In the event of such a termination, Vendor shall refund to Customer all fees paid, if any, for the Software.

6) Confidential Information

The Vendor acknowledges and agrees that the source materials, technical and marketing plans or other sensitive business information, including all materials containing said information, that are supplied by the Customer to the Vendor or developed by the Vendor in the course of developing the project are to be considered confidential. Except where disclosure is required by law, including disclosures pursuant to a request under the California Public Records Act. Additionally, the Customer hereby agrees Vendors trade secrets and work techniques shall not be disclosed to parties not working under with Customer and shall keep this information confidential.

7) Copyright Usage

The Customer agrees to indemnify and hold the Vendor harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the project at the request of the Customer for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release. Grant of copyright is conditioned upon receipt of final payment, and upon Customers compliance with the terms of this agreement.

8) Return of Source Information

Upon the Customers acceptance of the final version, or upon the cancellation of the project, the Vendor shall provide the Customer with all copies and originals of any source materials provided by the Customer.

9) Cancellation

In the event of cancellation of this work, the Customer will be billed a prorated amount for the work completed. Vendor will deliver all work completed up to the cancellation date. The work will be delivered either as a download link or in a Media CD/DVD, and shall contain all source files, and will be delivered once the Customers account is fully paid for all dues agreed upon after the cancellation date. Ownership of all copyrights or any original artwork will be transferred to the Customer after account is paid per cancellation terms and deliverables of these items will vary depending on cancellation terms.

10) Ownership of Engines, Objects, licenses responsibility and Application Source code

The Vendor holds ownership of all engines, objects, licenses and module codes that are created or purchased by the Vendor during the development process. Once the final payment has been made (or a mutual cancellation has been agreed upon), the Customer will be granted full ownership of these items including the project source code. Yearly license maintenance fees, if any, are the sole responsibility of the current owner.

11) Alterations

Any electronic alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating

additional art or modification of source code during the development process is prohibited without the express permission of the Vendor. After the final payment has been made, the Customer will be provided with the proper usernames, passwords and tools to access (where applicable): databases, code files and image source files to make the desired updates and have full control of source code information.

12) Unauthorized Use and Program Licenses

The Customer will be responsible for payment of any special licensing or royalty fees for software or tools provided by the Customer to aid in the design process. The Customer will indemnify the Vendor against all claims and expenses arising from the use of software or artwork for which the Customer does not have rights to or authority to use.

13) Dispute Resolution

Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties (American Arbitration Association should be first choice). In the event that legal action must be taken, Customer and Vendor agree to pay their own individual attorney fees, court costs and all other expenses that may be involved.

14) Web Site Accessibility

The Web Site shall include all functionality necessary to materially comply with (i) the latest version of the Web Content Accessibility Guidelines (WCAG); and (ii) all relevant Access Laws, as defined below. For purposes of this warranty, "Access Laws" means the Americans with Disabilities Act and any applicable laws of any state, county or municipality relating to accessibility for persons with disabilities to places of public accommodation, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable disability laws, regulations, or legal requirements, including, without limitation, California Civil Code §§ 51, et seq. and 54, et seq.

This Agreement constitutes the entire understanding of the parties. Its terms can be modified only in writing signed by both parties.

Monterey County
Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Glenn Church to:

Agreement No.: A-14274 ; Amendment No.: 3
Authorize the Chief Executive Officer for Natividad or his designee to execute amendment No. 3 to the agreement (A-14274) with Visual Net Design for website update and web hosting services, extending the agreement an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full agreement term of May 1, 2018 through April 30, 2025, and adding $98,916 for a revised total agreement amount not to exceed $422,880.

PASSED AND ADOPTED on this 25th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 25, 2023.

Dated: April 27, 2023
File ID: A 23-107
Agenda Item No.: 19

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

AMENDMENT NO. 3
TO HOSTING SERVICE LEVEL AGREEMENT
BETWEEN VISUAL NET DESIGN AND
NATIVIDAD MEDICAL CENTER
FOR
HOSTING SERVICES

This Amendment No. 3 to the Service Level Agreement ("SLA") which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Customer"), and Visual Net Design (hereinafter "VNDhost"); (collectively, Customer and VNDhost are referred to as the "Parties"), with respect to the following: **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the SLA was executed for Hosting Services with a term May 1, 2018 through April 30, 2021 and a total SLA amount not to exceed $33,988; and

WHEREAS, Customer and VNDhost amended the SLA on April 2, 2019 via Amendment No 1 to add an additional $150,000, thereby increasing the total SLA amount to $183,988 with no change to the SLA term of May 1, 2018 through April 30, 2021; and

WHEREAS, Customer and VNDhost amended the SLA on February 21, 2021 via Amendment No. 2 to extend it for an additional two (2) year period through April 30, 2023 to allow for services to continue with additions to the original scope of work attached hereto as "Revised Exhibit A per Amendment No. 2 – Scope of Services/Payment Provisions," "Revised Exhibit B per Amendment No. 2 – Scope of Services/Payment Provisions for VND Website Support Service" and "Exhibit C – Google Analytics Custom Tracking Setup and Management" for an increase of $139,976 for a revised total SLA amount of $323,964; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full agreement term of May 1, 2018 through April 30, 2025 to allow for services to continue with additions to the original scope of work attached hereto as "Revised Exhibit A-3 per Amendment No. 3 – Scope of Services/Payment Provisions," "Revised Exhibit B-3 per Amendment No. 3 – Scope of Services/Payment Provisions for VND Website Support Service" for an increase of $98,916 for a revised total SLA amount of $422,880.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The SLA is hereby renewed on the terms and conditions as set forth in the Original SLA, in Amendment No. 1, Amendment No. 2 and in Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "PAYMENTS BY Customer" shall be amended to the following:
   "Customer shall pay VNDhost in accordance with the payment provisions set forth in Exhibit A, Revised Exhibit A, Revised Exhibit A-3, Exhibit B, Revised Exhibit B and Revised Exhibit B-3 subject to the limitations set forth in this SLA. The total amount payable by Customer to VNDhost under this SLA shall not exceed the sum of $422,800."

2. The first sentence of Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from May 1, 2018 through April 30, 2025 unless sooner terminated

pursuant to the terms of this Agreement."

3. <u>Paragraph titled</u>, "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 SLA:
Exhibit A: Scope of Services/Payment Provisions for Hosting Services
Revised Exhibit A-3 per Amendment No. 3: Scope of Services/Payment Provisions for Hosting Services
Exhibit B: Scope of Services/Payment provisions for Website Support Services
Revised Exhibit B-3 per Amendment No. 3: Scope of Services/Payment provisions for Website Support Services
~~**Exhibit C: Google Analytics Custom Tracking Setup and Management**~~**"**

4. Except as provided herein, all remaining terms, conditions and provisions of the Original SLA are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the SL, Amendment No. 1 and in Amendment No. 2.

5. A copy of this Amendment No. 3 shall be attached to the Original SLA.

6. This Amendment No. 3 shall be effective on when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

<table>
<tr>
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COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

DocuSigned by:

Charles Harris
4E1F837D204E481

By: _____

Charles R. Harris, CEO

Date: _____
5/1/2023 | 10:31 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:

Stacy Saetta
C0ECE1B99F444A9

By: _____

Monterey County Deputy County Counsel

Date: _____
4/4/2023 | 1:29 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:

Jennifer Forsyth
4E7E657875454AE

By: _____

Monterey County Deputy Auditor/Controller

Date: _____
4/4/2023 | 1:58 PM PDT

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<td>

CONTRACTOR

Visual Net Design
CONTRACTOR's Business Name
See instructions below

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

Manuel Oblitas, Managing Partner
Name and Title

Date: _____
04/04/2023

Javier Oblitas

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

Javier Oblitas, Managing Partner
Name and Title

Date: _____
04/04/2023

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).

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Revised Exhibit A-3 per Amendment No. 3: Scope of Services/Payment
provisions for Hosting Services

Natividad Medical Center
Natividad MC- Hosting 2023-2025
Quote# 11452
1/26/2023

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

Customer: Natividad Medical Center
Project Name: Natividad Medical Center - Hosting 2023-2025

Quote Number: 11452
Date: 1/26/2023

Section I – Annual Recurring Components

Module	Details	Quote
SSL Certificate Single Domain Managed $99.00	Domain: Natividad Intranet This is the lock representing SSL encryption for secure transactions. $99/year -SSL Certificate Single Domain Managed ***Includes Free Installation!	$99.00/year
SSL Certificate Single Domain Managed $99.00	Domain: Natividad.com This is the lock representing SSL encryption for secure transactions. $99/year -SSL Certificate Single Domain Managed ***Includes Free Installation!	$99.00/year

Section II – Monthly Recurring Components

Service	Recurring Service Summary	Recurring Totals
Managed Dedicated Server	Main Server Web/DB Dedicated Server Pro » Operating System: CentOS 7 » Additional IPs: 0 $0.00 USD » CPUs: Dual Quad-Core Xeon 2.5G+ » RAM: 16 GB $20.00 USD » Raid: Raid 1 [2 Drives] » Hard Drive 0: 250GB SSD » Hard Drive 1: 250GB SSD » Hard Drive 2: -Not Specified- » Hard Drive 3: -Not Specified- » Control Panel: Virtualmin Linux » Management: -Default- • Access using SSH or Virtualmin • Server management and support from VND*	$315.00/MO
Managed Cloud backup	VND Managed Cloud backup takes your business backup to new heights by continuously sending your encrypted data to our secure online cloud. Our backup agent operates silently in the background so you can stay focused on business at hand.	$40.00/MO

| | VND manages your backup to ensure continuity of your files in case of disaster or emergency, making your backups one less thing to worry about.

Features:
* Restore your business files quickly, from the local copy or the cloud as needed
* Works over wireless, wired and cellular networks
* Fully automated and monitored backup solution
* Fully encrypted - Data is secured before transmission to protect your business important files from any prying eyes
* Cross platform - Runs on Windows, Mac, Linux, and Solaris

* Unlimited Cloud storage
* 1tb Local cache of data for fast restore | |

Section III – Summary

a) Annual Recurring components:
1) **SSL Certificate Single Domain Managed = $99.00**
2) **SSL Certificate Single Domain Managed = $99.00**

b) Monthly Recurring components:
1) **Yes (x) No ( ) - Managed Dedicated Server - (1 units X $315.00) = $315.00/MO**
2) **Yes (x) No ( ) - Managed Cloud backup - (1 units X $40.00) = $40.00/MO**

 c) Totals:
Annual Recurring Total:
$198.00/year SSL Certificate Single Domain Managed for Natividad Intranet and Natividad.com

Setup Fees:
$0

Monthly Recurring Total:
$355/mo for Dedicated Server Failover, Managed Cloud backup and Managed Dedicated Server

Section IV – Definitions

* Free installation only applicable for VND provided SSLs. Third party SSLs form other registry authorities may be subject to other labor charges not defined in this document
** Server management and support from VND. This ensures the following are performed:
- Firewalls are in place to allow only pre-approved remote access managed by VND
- Ensures changes in security policies are tracked.
- Monitoring of bandwidth spikes to track down abusers and DDoS attacks which are blocked on our edge routers.
- Monitoring of uptime via our monitoring systems.

Section V - Terms

This Hosting Agreement is made effective when first payment for services is applied, between Visual Net Design LC (the Provider), and Natividad Medical Center (the Client), and states the agreement of the parties as follows:

WEB Hosting Effective Start Date: February 1st, 2023

This agreement shall begin on the above effective date and shall end _ April 30th, 2025__, unless otherwise terminated with the terms of this hosting agreement/SLA.

Customer: Natividad Medical Center
Project Name: Natividad - Hosting Part II - WP maintenance 2023-2025
Quote Number: 11459
Date: 1/31/2023

Section I – Required Components

Module	Details	Quote
Premium Wordpress Maintenance	Domain: Natividad Intranet Price - $ 150/mo Services: 1. Website Firewall configuration: VND will install and configure Wordfence (free license) or Sucuri (paid license sold separately) security plugin. These plugins monitor your WordPress site for malware, file changes, SQL injections, and more. They also protect your website against DDoS and brute force attacks. 2. Website Firewall and uptime monitoring: When a website firewall is present, VND will monitor its logs and performance reports monthly and run an on demand scan on website files. Also, VND will monitor for site uptime. 3. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 4. Support and advice on managing the WordPress platform (email & phone) 5. Reduced rate of $120/hr. for any work requests 6. Expedited support responses 7. Broken link report every 6 months. This report will detect issues with broken links within your site. Fixing of issues found will be quoted separately.	$150/mo
Premium Wordpress Maintenance	Domain: Natividad.com Price - $ 150/mo Services: 1. Website Firewall configuration: VND will install and configure Wordfence (free license) or Sucuri (paid license sold separately) security plugin. These plugins monitor your WordPress site for malware, file changes, SQL injections, and more. They also protect your website against DDoS and brute force attacks. 2. Website Firewall and uptime monitoring: When a website firewall is present, VND will monitor its logs and performance reports monthly and run an on demand scan on website files. Also, VND will monitor for site uptime.	$150/mo

	3. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 4. Support and advice on managing the WordPress platform (email & phone) 5. Reduced rate of $120/hr. for any work requests 6. Expedited support responses 7. Broken link report every 6 months. This report will detect issues with broken links within your site. Fixing of issues found will be quoted separately.	
Premium Wordpress Maintenance	Domain: Spanish Site Price - $ 150/mo Services: 1. Website Firewall configuration: VND will install and configure Wordfence (free license) or Sucuri (paid license sold separately) security plugin. These plugins monitor your WordPress site for malware, file changes, SQL injections, and more. They also protect your website against DDoS and brute force attacks. 2. Website Firewall and uptime monitoring: When a website firewall is present, VND will monitor its logs and performance reports monthly and run an on demand scan on website files. Also, VND will monitor for site uptime. 3. WordPress/plugin updates. VND will also perform on demand security hole patching if WordPress releases an emergency hot fix outside in between our regular monthly scheduled updates. VND constantly monitors WPs news for latest threats and will execute updates outside of the monthly scheduled check if required. 4. Support and advice on managing the WordPress platform (email & phone) 5. Reduced rate of $120/hr. for any work requests 6. Expedited support responses 7. Broken link report every 6 months. This report will detect issues with broken links within your site. Fixing of issues found will be quoted separately.	$150/mo

Section II – Summary

a) Monthly Recurring components:
1) **Premium Wordpress Maintenance = $150.00**
2) **Premium Wordpress Maintenance = $150.00**
3) **Premium Wordpress Maintenance = $150.00**

Total: **$450.00**

Grand Total: **$450/mo for Wordpress Maintenance for Natividad Intranet, Natividad.com and Spanish Site**

Section IV – Definitions

* Free installation only applicable for VND provided SSLs. Third party SSLs form other registry authorities may be subject to other labor charges not defined in this document
** Server management and support from VND. This ensures the following are performed:
- Firewalls are in place to allow only pre-approved remote access managed by VND
- Ensures changes in security policies are tracked.
- Monitoring of bandwidth spikes to track down abusers and DDoS attacks which are blocked on our edge routers.
- Monitoring of uptime via our monitoring systems.

This Hosting Agreement is made effective when first payment for services is applied, between Visual Net Design LC (the Provider), and Natividad Medical Center (the Client), and states the agreement of the parties as follows:

Hosting payment is due the day of service starts.

SLA terms are defined in our SLA document available for download here: https://www.vndhost.com/legal/vnd-service-level-agreement.pdf

WEB Hosting Effective Start Date: February 1st, 2023

This agreement shall begin on the above effective date and shall end __March 31st, 2025__, unless otherwise terminated in a manner consistent with the terms of this hosting agreement/SLA. Contract will continue on a month to month basis after expiration date.

Natividad Medical Center

Natividad MC - Web Retainer 2023 -2025

Revised Exhibit B-3 per Amendment No. 3: Scope of Services/Payment Provision for VND
Website Support Services

Quote# 11453

1/24/2023

Web Design | Custom Programming | Networking
Corporate Branding | IT Services | Search Engine Optimization
Dedicated and Shared Hosting

Customer: Natividad Medical Center
Project Name: Natividad Web Retainer

Quote Number: 11453
Date: 1/24/2023

EXHIBIT B- Scope of Services/Payments Provisions for VND Website Support Services
==

1. Telephone and E-mail Support:
- VND provides telephone and e-mail support for Customer with a Monthly Support Subscription or as needed retainer agreement; available hours and response times are provided in the Monthly Support Response Time table below.
- Customer with a Monthly Support Subscription or as needed retainer agreement shall report high priority issues to VNDs technical support via phone or email during office hours provided in the support response time table below.
- Response time for any support tickets is calculated from the time of initial contact from Customer to VND.

2. Obligations of Supported Customers:
- Customer acknowledges that VNDs ability to provide a solution for a customer issue may be subject to and may require access to certain Customer information and access to Customers computer system as reasonably requested by VND.
- Such information may include, but is not limited to, the type of hardware the Customer is using, a detailed description of the problem for which Customer seeks Support Services, and additional software Customer is using that falls outside the Monthly Support Subscription or as needed retainer agreement scope of coverage. Customer understands and agrees that the completeness and accuracy of the information customer provides to VND may affect VNDs ability to provide Support Services.
- The Customer is required to provide a technical support contact that will be the technical focal point for VND in all support matters.

3. Monthly Support Response Time:
- VND will ensure appropriate and timely escalation of high priority issues through its technical and management organization. VND is committed to working on high priority issues until resolution is complete.
- This effort requires Customer to provide the matching resources necessary to ensure timely progress and validation.
- VND shall exercise all commercially reasonable efforts to meet the following response times:

  • **For website content development: No more than 1 hour response time during office hours M-F 8am-5pm at the time of initial request by Customer. Final content deliverable shall be established at a mutually agreed upon day and time depending on the complexity of the requested content creation.**

  • **For website posting of documents sent to VND by customer and posting of links to such documents on website, all such postings and changes shall occur within 4 hours of when the request was initially submitted by customer between M – F no later than 10am**

  • **All customer request shall be emailed to developer@vndx.com for web/software development request and support@netservers.com for server hosting related request**

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4. Pricing Clause:
The price option for this SLA may be modified via an amendment to the agreement with regards to the following pricing structure with committed hours

(X) $110 per billable hour of services reserved for a minimum of 30 hours per month.* - $3,300.00/mo

- **Anything over the 16 hours per month shall be charged at $120/hr**

VND shall submit the customer an invoice on a form acceptable to customer showing a brief description of the service provided, the dates services were rendered, and the cost. Advance payment shall not be made. If not otherwise specified, VND may submit such invoices periodically or at the completion of services, but in any event, not later than 30 amount as Customer approves in conformity with this SLA, an shall promptly submit such invoice to the County Auditor- Controller for payment. The county Auditor – Controller shall pay the amount certified within 30 days of receiving the certified invoice.

_____

Approved by / Date