

**AMENDMENT NO. 1
TO SOFTWARE LICENSE AGREEMENT
BETWEEN ARXIUM, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
PHARMACY PURCHASING AND INVENTORY MANAGEMENT SOFTWARE**

This Amendment No. 1 to the Software License Agreement ("Agreement") which was effective on April 19, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "LICENSEE"), and ARXIUM, Inc. (hereinafter "LICENSOR"); (collectively, the County, LICENSEE and LICENSOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was effective August 1, 2016 through January 31, 2018 for Pharmacy Purchasing and Inventory Management Software for a total Agreement amount of \$55,000; and

WHEREAS, LICENSEE and LICENSOR agree that the total agreement amount of \$55,000 was only enough to cover the first year's costs and the parties now wish to amend the Agreement to increase the total amount by an additional \$55,000 so as to cover costs for the second year of the agreement, for a revised total agreement amount of \$110,000 with no change to the Agreement scope or term.

AGREEMENT

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

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

1. The following sentence shall be added to the end of Section 4.3 as follows:
"The total amount payable by LICENSEE to LICENSOR under this Agreement shall not exceed the sum of \$110,000."
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
4. 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: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 8/28/17

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 8-29-17

CONTRACTOR

ARxIUM, Inc.

CONTRACTOR's Business Name

See instructions below

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

Ravee Navaneethan C.O.O.
Name and Title

Date: Aug 22nd 2017

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

Kathy Goertzen, Executive VP & CFO
Name and Title

Date: August 18, 2017

*****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).