

Renewal and Amendment No. 1
To AnalyticsMD Software Services Agreement
By and between AnalyticsMD, Inc.
and Natividad Medical Center

This Renewal and Amendment No. 1, renews and amends the Software Services Agreement dated October 29, 2015 (“Agreement”) between AnalyticsMD, Inc. (“AnalyticsMD”) and the County of Monterey (hereinafter “County”), on behalf of Natividad Medical Center (“Customer”); (collectively, AnalyticsMD, County, and Customer are referred to as the “Parties”), with respect to the following:

WHEREAS, AnalyticsMD and Customer entered into an Agreement for AnalyticsMD to provide NMC with the license to use its operational decision support software system for the term of October 29, 2015 through October 28, 2016 and a total Agreement amount not to exceed \$91,000; and

WHEREAS, that Agreement expired on October 28, 2016; and

WHEREAS, AnalyticsMD and Customer currently wish to renew and amend the Agreement to extend it for an additional one (1) year period through October 28, 2017 to allow for continued use of the AnalyticsMD software system with no additions to the original scope of work with a \$100,000 increase for the added services as per the attached **Order Form #002** for a total Agreement amount not to exceed \$191,000.

AGREEMENT

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

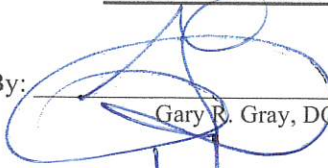
The Agreement is hereby renewed on the terms and conditions as set forth in the Original Software Services Agreement and in Renewal and Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. The parties hereby agree to add **Order Form #002** attached hereto for AnalyticsMD Software License for an additional cost of \$100,000 during the period 10/29/16 – 10/28/17, for a revised total Agreement amount not to exceed \$191,000.
2. The second sentence of Section 21 titled, “TERM AND TERMINATION” shall be amended to the following:
“The term of this agreement is from October 29, 2015 through October 28, 2017 unless sooner terminated pursuant to the terms of this Agreement.”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect.
4. A copy of this Renewal and Amendment No. 1 shall be attached to the Original Agreement.

5. This Renewal and Amendment No. 1 shall be effective retroactively on October 29th, 2016.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and 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

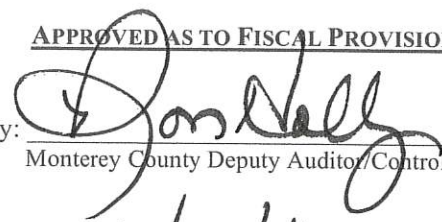
Date: 2/1/17

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 12-21-16

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

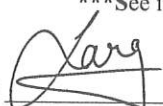
Date: 12/22/16

CONTRACTOR

AnalyticsMD, Inc.

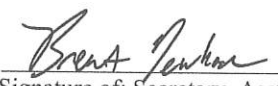
CONTRACTOR's Business Name

See instructions below

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

Mudit Garg, Chief Executive Officer
Name and Title

Date: 11/30/2016

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

Brent Newhouse, VP of Customer Success
Name and Title

Date: 11/30/2016

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).

analyticsMD / Natividad – Software Services Agreement

Order Form # 002 (for an additional 1 year term) attached to Renewal and Amendment No. 1

analyticsMD, Inc. 4940 El Camino Real Suite 100, Los Altos, CA 94022		<i>analyticsMD Contact:</i> Mudit Garg mudit@analyticsmd.com +1 (206)-218-5417		
Customer				
Customer Name & Address	1441 Constitution Blvd, Salinas, CA 93912-1611			
Business Contact	Dr. Gary Gray	Technical Contact	David Hathaway	
B.C. Email	graygr@natividad.com	TC email	HathawayD@natividad.com	
B.C. Phone	831-7554196	TC Phone		
Description	Subscription Term	Annual Recurring Fees	One time Fee	Total
analyticsMD License to ED Module visualization + DecisionOS	1 year	\$175,000	None	\$175,000
Charter Customer Discount*	Gratis license to DecisionOS + \$5k recurring discount	(\$75,000)		(\$75,000)
Total Due		\$100,000* / year / hospital	None	\$100,000
Training	8 hours of webex training session included in upfront setup;			
Contract Terms	One year term (10/29/2016 to 10/28/2017). NMC will be notified 60 days prior to expiry. *Pricing may change at time of renewal given the steep charter discounting			
Payment Terms	License fee paid upfront annually; Monterey County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.			
*Notes	The charter program discount is applicable for selected customers that sign up within 30 days of the invitation. In exchange for being the program the customer will: <ul style="list-style-type: none"> • Participate in reference calls • Participate in marketing results from the deployment 			