

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: _____

APPROVED AS TO LEGAL PROVISIONS

By: AKB
Monterey County Deputy County Counsel

Date: 12-21-16

APPROVED AS TO FISCAL PROVISIONS

By: Donnelly
Monterey County Deputy Auditor/Controller

Date: 12/22/16

CONTRACTOR

AnalyticsMD, Inc.

CONTRACTOR's Business Name

See instructions below

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

Mudit Garg, Chief Executive Officer

Name and Title

Date: 11/30/2016

By: Brent Newhouse
(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 | |
| BC Email | graygr@natividad.com | TC email | HathawayD@natividad.com | |
| BC 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 | <i>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:</i> <ul style="list-style-type: none"> • Participate in reference calls • Participate in marketing results from the deployment | | | |