AS Software, Inc. - SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement (the "Maintenance Agreement"), is made as of the Effective Date between AS Software, Inc., a New Jersey State corporation ("AS Software"), and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Client," an acute care hospital. The software product that is the subject of this Maintenance Agreement is Structured Ultrasound Reporting Suite. Client may include additional software products under this Maintenance Agreement by executing one or more amendments to this Maintenance Agreement and the terms agreed to by the parties (each, an "Addendum"). In the event of conflict between the terms and conditions of this Maintenance Agreement and the terms and conditions of the Software License Agreement executed contemporaneously herewith, the terms of the License Agreement shall prevail.

1. Term and Termination

a. Except as otherwise provided herein, the term of the Maintenance Agreement shall commence on the Effective Date and will have an initial term of one (1) year ("Initial Term").

b. During the term of this Maintenance Agreement, Client may terminate the Maintenance Agreement for any reason by giving written notice of termination to the AS Software 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 Maintenance Agreement shall be reduced in proportion to the services provided prior to the date of termination.

c. Client may cancel and terminate this Maintenance Agreement for good cause effective immediately upon written notice to AS Software. "Good cause" means a material breach by AS Software of this or other agreements between the parties. If Client terminates this Agreement for good cause, Client may be relieved of the payment of any consideration to AS Software, and Client may proceed with the work in any manner, which Client deems proper and which does not prejudice AS Software's rights as contained in this and the Software License Agreement . The cost to Client shall be deducted from any sum due the AS Software under this Maintenance Agreement.

d. Client's payment to AS Software under this Maintenance Agreement 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 Client's purchase of the indicated quantity of services, then Client may give written notice of this fact to AS Software, and the obligations(except for fees payable as of the noticed Termination Date) of the parties under this Maintenance Agreement shall terminate upon thirty days' notice by Client to AS Software, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Maintenance Agreement.

2. Charges

The maintenance charge provided for in this Agreement, commencing on the Effective Date, must be payable net thirty (30) days from receipt of a certified invoice by the Monterey County Auditor-Controller on an annual basis. Invoicing and payment thereafter will occur annually no later than the anniversary of the Effective Date of this Agreement. Maintenance charges shall remain unchanged during the Initial Term.

3. Taxes

The Maintenance and Support charges listed in Schedule A of the Software License Agreement at the time of the Maintenance Agreement are not taxable. The amount of any applicable sales, use, personal property, or other similar

tax applicable to such future licenses or purchases made via addendum to this Agreement shall be paid directly by Customer or shall be paid to AS Software on receipt of invoice therefore.

4. Service

AS Software will provide services to its Software ("Software") as described below within 4 business hours of receipt of a service request.

a. AS Software shall provide standard support services to its Licensed Software between the business hours of 9:00 A.M. and 6:00 P.M. EST, Monday through Friday. After hours on-call support is provided through a technician from 6:00

P.M. EST to 11:00 P.M. EST, Monday through Friday, and 9:00 A.M. EST to 11 P.M. EST on weekends and holidays by calling the following phone number: (201) 541-1900 Ext. 2;

    i.   Holidays are defined as: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. Support calls will be answered directly by a Vendor support services representative.

b. AS Software shall correct defects in the Licensed Software;

c. AS Software shall provide to Client all Licensed Software updates;

d. AS Software shall initiate work on Urgent Issues within one (1) hour of a call for assistance;

e. AS Software shall initiate work on non-urgent issues, within four (4) hours from receipt of a telephone service request;

f. Whether an urgent or non-urgent issue, AS Software shall pursue a fix for the reported issue with a degree of diligence that is proportionate to the magnitude of the problem and its effect on Client's ability to effectively utilize the Licensed Software.

g. Standard Software Updates (enhancements and improvements of the Software) shall be provided as an entitlement under this Maintenance Agreement.

h. UNLIMITED Remote Access "Support" (via RSDH).

i. UNLIMITED Phone (voice) "Support" for the AS Software System

Note:

1. UNLIMITED is defined as; NO restrictions on the number of "Support" requests.

2. "Support" includes assistance with;

    a.   Any problems that are encountered in the normal operation of the AS Software System, on the designated CPU(s) at the client's site.

    b.   Answering questions that pertain to the use of the AS Software System, on the designated CPU(s) at the client's site.

3. Support" does NOT include "telephone" new user training sessions.

5. Disclaimers; Client's Responsibilities

AS Software's obligations under this agreement are in lieu of all warranties, expressed or implied. AS Software will not be liable for special indirect or consequential damages arising out of or in connection with this agreement or the software maintenance performed hereunder.

AS Software is not liable if (a) computer hardware is defective: (b) Client causes any modification or alteration to the Software; (c) this agreement is terminated; or; (d) the License Agreement entered into between the parties is terminated.

Failure of Client to timely renew shall terminate all obligations of AS Software whatsoever, under this Agreement.

6. General

AS Software is not responsible to Client for any failure to render service due to strikes in the Client's workforce or causes reasonably beyond its control, such as natural disasters, acts of God, war, or domestic emergencies.

Any notice or other communication given hereunder shall be in writing and mailed, if to AS Software, to the address of AS Software's Main Office, shown on the face of this Agreement, and if to the Client, to the address of the Client shown on this Agreement or to such other address as such party has theretofore designated by notice in writing. Any such notice, if mailed properly addressed and postage prepaid shall be deemed given when deposited in the United States.

This Agreement shall be governed by the Laws of the State of California and constitutes the entire Agreement between AS Software and Client with respect to the furnishing of AS Software Maintenance Service. No provisions of this Agreement shall be deemed waived, amended, or modified. Client acknowledges that Client has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Client acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, or prior agreement, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AS Software Inc.

Signature: _[signature]_

Name: Ari Sandman

Title: President and CEO

Date: 02-27-2018

County of Monterey on behalf of Natividad Medical Center
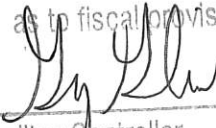
Signature: _____

Name: _____

Title: _____

Date: _____

Reviewed as to fiscal provisions

[signature]

Auditor-Controller
County of Monterey

3-21-18

[signature]

3-20-18

Dep CoCo