

AMENDMENT NO. 1
TO RAL SOFTWARE SYSTEM LICENSE AND SUPPORT MASTER AGREEMENT
BETWEEN ALERE INFORMATICS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
RALS SOFTWARE SYSTEM AND ASSOCIATED COMPONENTS AND AL DEVICE MODULE
SOFTWARE

This Amendment No. 1 to the RAL Software System License and Support Master Agreement ("Agreement") which was effective on May 15, 2016 is entered into by and between the **County of Monterey, on behalf of Natividad Medical Center** (hereinafter "Customer"), and **Alere Informatics, Inc.** (hereinafter "AI"); (collectively, the County, AI and Customer are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Ral software system and associated components and AI device module software with a term May 15, 2016 through May 14, 2017 and a total Agreement amount not to exceed \$12,025; and

WHEREAS, AI and Customer currently wish to amend the Agreement to extend it for an additional five (5) year period, effective May 14, 2017 through May 13, 2022 to allow for services to continue with a revised scope of work which includes the Nova Glucose Module software conversion and maintenance and support for the next five (5) years as attached hereto as "Exhibit A-2 per Amendment No. 1", with a \$61,204.50 increase for the revised scope going forward for a total Agreement amount of \$73,229.50.

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 Agreement incorporated herein by this reference, except as specifically set forth below.

1. Paragraph 4, "Term", shall be amended to the following:
"This Agreement shall take effect upon the Effective Date and shall remain in effect for six years, unless sooner terminated as provided for under this Agreement. The Agreement term may be extended by both parties via an amendment to this Agreement signed by both parties".
2. Paragraph 5, "Payments", shall be amended to the following:
"In consideration for the license(s) granted hereunder, Customer shall pay AI the fees set forth in Exhibit A-1 of the Agreement and also in Exhibit A-2 per Amendment No. 1. The total amount of the Agreement shall not exceed \$73,229.50".
3. A copy of this Amendment No. 1 shall be attached to the Agreement.
4. This Amendment No. 1 shall be effective on May 14, 2017.

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: [Signature]
for Gary R. Gray, DO, CEO

Date: 5-26-17

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: May 15, 2017

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 5-19-17

CONTRACTOR

ALERE INFORMATICS, INC.

CONTRACTOR's Business Name

See instructions below

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

Anthony DeBellis, VP, Sales and Operations
Name and Title

Date: 5/10/17

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

Abe Neudorf, Financial Controller
Name and Title

Date: 5/10/17

*****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 A-2 per Amendment No. 1
License Agreement

This License Agreement incorporates, by reference, the applicable terms and conditions in the RALS Software System and Support Master Agreement ("Master Agreement") dated 15th of May, 2016, between Alere Informatics, Inc. ("AI"), and Natividad Medical Center (Customer).

AI Quote Number: 007-050501-017 A

Licensed Software Module: Nova Statstrip

Term: Five (5) Years. License Agreement will commence on Effective Date below.

License Agreement Term Effective Date: Fourteenth (14th) of May, 2017

License Agreement Term End Date: Thirteenth (13th) of May, 2022

Term Extension: Starting from the date of execution of this Exhibit by Customer. Following the License Agreement Term, this license may be extended via an amendment signed by both parties.

TOTAL Price: \$61,204.50
(Breakdown)

License Total	\$58,252.50
New Install Fee	\$2,952.00
TOTAL	\$61,204.50

Payment Schedule: Purchase Order due upon execution of Agreement.
\$11,650.50 due annually for five years, within thirty (30) days receipt of invoice.

****NOTE: invoice for Year 1 will be a total of \$14,602.50
To cover both the annual fee and the New Installation Fee.**

* FY 16-17

Authorized Site(s): Natividad Medical Center, Salinas, CA.