# AMENDMENT NO. 3 TO SERVICES AGREEMENT BETWEEN INTEGRATED ARCHIVE SYSTEMS, INC. AND NATIVIDAD MEDICAL CENTER FOR

# SUPPORT RENEWAL OF DATA BACKUP AND STORAGE HARDWARE, SOFTWARE, AND RELATED SERVICES FOR THE NETAPP DATA STORAGE SYSTEM

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on February 1, 2015 is entered into by and between the County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "NMC"), and Integrated Archive Systems, Inc. (hereinafter "CONTRACTOR"). Collectively, COUNTY, NMC and CONTRACTOR are referred to as the "Parties", with respect to the following:

## RECITALS

WHEREAS, the County of Monterey, on behalf of Natividad Medical Center and Integrated Archive Systems, Inc. entered into an Agreement for hardware, software, implementation services, and ongoing hardware/software maintenance for NMC's data storage environment with a term February 1, 2015 through January 31, 2018 and a total Agreement amount not to exceed \$574,250.13; and

WHEREAS, the Parties amended the Agreement on February 11, 2016 via Amendment No. 1 to extend the term for an additional eleven month period through December 14, 2018 with additions to the original Scope of Services to include data storage and backup at an offsite Disaster Recovery Center located in Denver, Colorado plus onsite data backup at NMC as per "Exhibit A.1 Scope of Services/Payment Provisions – NetApp Clustered ONTAP Storage per Amendment No. 1" attached to Amendment No. 1 and "Exhibit A.2 Scope of Services/Payment Provisions – NetBackup Appliance Implementation per Amendment No. 1" attached to Amendment No. 1 with an increase of \$1,017,513, thereby increasing the total Agreement amount to \$1,591,764; and

WHEREAS, the Parties amended the Agreement on May 10, 2018 via Amendment No. 2 to extend the term for an additional twenty-eight month period through April 30, 2021 with additions to the Scope of Services attached to Amendment No. 2 as "Exhibit B Scope of Services/Payment Provisions—NetApp SupportEdge Premium per Amendment No. 2" with an increase of \$255,507, thereby increasing the total Agreement amount to \$1,847,271; and

WHEREAS, the Parties currently wish to amend the Agreement to add three (3) months of support for the offsite storage equipment located in Denver, Colorado and six (6) months of support for Veritas NetBackup software as described in the additional Scope of Services attached hereto as "Exhibit B.1 Scope of Services/Payment Provisions — NetApp SupportEdge Premium / Veritas Essential Support per Amendment No. 3" with no extension to the term and to add an additional \$48,729 for the added services for a revised total Agreement amount not to exceed \$1,896,000.

#### 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 Agreement and in Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

# 1. The first sentence of Section 1 titled, "GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED" shall be amended by removing:

"NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement."

## and replacing it with:

"NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A of the original Agreement, Exhibit A.1 plus Exhibit A.2 as per Amendment No. 1, Exhibit B as per Amendment No. 2, and Exhibit B.1 as per Amendment No. 3 attached hereto this Amendment No. 3 in conformity with the terms of the Agreement."

# 2. Section 2 titled, "PAYMENTS BY NMC" shall be amended by removing:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, Exhibit A.1, Exhibit A.2 plus EXHIBIT B as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,847,271."

# and replacing it with:

"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, Exhibit A.1, Exhibit A.2, Exhibit B, plus Exhibit B.1 as per Amendment No. 3 attached hereto this Amendment No. 3, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,896,000."

# 3. Section 4 titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended by removing the following:

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit A.1: Scope of Services/Payment Provisions - NetApp Clustered ONTAP Storage Exhibit A.2: Scope of Services/Payment Provisions - NetBackup Appliance Implementation Exhibit B: Scope of Services/Payment Provisions - NetApp SupportEdge Premium"

### and replacing it with:

"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit A.1: Scope of Services/Payment Provisions - NetApp Clustered ONTAP Storage Exhibit A.2: Scope of Services/Payment Provisions - NetBackup Appliance Implementation

Exhibit B: Scope of Services/Payment Provisions - NetApp SupportEdge Premium

Exhibit B.1: Scope of Services/Payment Provisions - NetApp SupportEdge Premium / Veritas Essential Support"

- 4. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the original Agreement and in Amendment No. 1 and Amendment No. 2.
- 5. A copy of this Amendment No. 3 shall be attached to the original Agreement.
- 6. This Amendment No. 3 shall be effective on March 2, 2019.

**IN WITNESS WHEREOF**, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

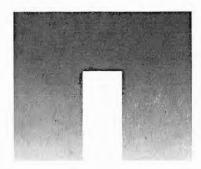
NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: for Gary R. Gray, DO, CEO	Integrated Archive Systems, Inc. CONTRACTOR's Business Name
Date: 4-23-19	*Signature instructions below  By: Ray
By:  Monterey County Deputy County Counsel	(Signature of: Chair, President, or Vice-President)  Amy Rao CEO  Name and Title  Date: 03/29/2019
Name V. 15 18	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
APPROVED AS TO FISCAL PROVISIONS  By:	Anna Borden CFC Name and Title
By: Monterey County Deputy Auditor-Controller	Date: 03/29/2019
Burcu Mousa	
Date: 4/17/2019	

## \*Signature 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 (2 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 (2 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 (1 signature required).



# SupportEdge Premium

SupportEdge Premium is available for purchase on the following NetApp® products:

- NetApp hardware
  - During the original hardware warranty period
  - Upon expiration of the original hardware warranty period, with the purchase of Extended Warranty Hardware Support
- Eligible NetApp software (including related firmware and operating system, if applicable)

The following chart lists the support features of SupportEdge Premium provided under NetApp's Support Services terms.<sup>1</sup>

SUPPORT PRODUCT DESCRIPTION ENTITL	EMENT DETAILS FOR SUPPORTEDGE PREMIUM
FEATURE	
SystemInstallation See the "System Installation" Optional datasheet for details and deliverables.	with initial purchase of system. <sup>2</sup>
Remote Technical Support  Centerprovides a response by remote means.  Priority Priority Priority	nnical response objective from time of customer contact, based revel and availability of local language support; <sup>3</sup> 1:30 minutes; on a 24/7 basis 2:2 hours; on a 24/7 basis 3:8 hours; on a 24/7 basis 4:24 hours; on a 24/7 basis

- The services and offerings described herein are subject to and limited and governed by the NetApp, Inc. Support Services terms that are available at www.netapp.com/us/how-to-buy/stc.html ("NetApp Support Services terms"). The NetApp Support Services terms are subject to revision or modification on a prospective basis at NetApp's sole discretion without notification to customer.
- 2. Installation is included for most NetApp products. If the customer purchases SupportEdge Premium from an authorized NetApp reseller, the reseller may choose to replace system installation with its own installation service. If the customer chooses to perform its own installation, the price of SupportEdge Premium will reflect the fact that this feature is not included.
- 3. The priority levels are defined as follows. All hardware cases will be evaluated for immediate work independent of priority. P3 and P4 software cases will receive a response and worked to resolution during NetApp regional business hours. Outside NetApp regional business hours, the response objective may be delayed for P3 and P4 software cases. NetApp regional business hours are typically 9 a.m. to 5 p.m. Monday through Friday but can vary with local language requirements. See your local service representative for more details.
  - Priority 1: NetApp node, system, or cluster is down, is unable to serve data, is in a state of frequent or repeating "panic" or "hang," or is in a state of degraded perform ance sufficient to prevent normal business operations. At this level, both NetApp and the customer must commit to around-the-clock action and involvement by all necessary and appropriate personnel and systems until a mutually agreeable workaround is provided and the priority level is downgraded.
  - Priority 2: NetApp node, system, or cluster is experiencing an infrequent, isolated, or intermittent "panic" or "hang" or is in a state of degraded performance that allows business operations to continue but at an inconsistent or less than optimal rate. At this level, NetApp is committed to a commercially reasonable best effort to provide a workaround and/or restore normal operations as quickly as possible.
  - Priority 3: NetApp node, system, or cluster is experiencing an issue, anomaly, or cosmetic defect that inflicts little or no business impact, and a viable and
    mutually agreeable workaround or hardware/software upgrade exists to mitigate the problem.
  - Priority 4: Normal customer requests for information regarding the installation, configuration, use, and maintenance of NetApp equipment are made. This
    includes administrative inquiries and return material authorization information. There is no impact on customer's production systems or business operations.

SUPPORT PRODUCT FEATURE	DESCRIPTION	ENTITLEMENT DETAILS FOR SUPPORTEDGE
NetApp Unified Support	During the course of troubleshooting a support issue related to NetApp, if NetApp determines the problem resides with a third-party product, then, upon request, NetApp will assist the customer in opening a case with the third-party supplier, subject to any support agreement in place between the customer and the third-party supplier.	Included for NetApp hardware and software.
	To the extent it can, NetApp will assist the third-party supplier in its response and resolution of the customer's cose. If the customer elects to open a case directly with the third-party supplier, upon request, NetApp will provide relevant case information to the third-party supplier.	
Replacement Parts Delivery	NetApp delivers replacement parts within the target response objective.	Included.
Target Response Objective		Response objectives available for purchase are as follows: 4.5.6
		<ul> <li>2hours; on a 24/7 basis</li> <li>4 hours; on a 24/7 basis</li> <li>Next business day</li> <li>Note: Replacement parts will be shipped to customer for next local business day arrival. Local country shipment cutoff times may affect larget response objective timing.</li> </ul>
Replacement Parls Installation	Installation of parts that are delivered by NetApp.	Installation of all replacement parts performed by NetApp. <sup>7</sup>
On-Site Support	NetApp sends authorized engineers to installation location to work on the problem after NetApp has isolated the problem and deemed on-site support necessary.	Included for NetApp hardware ond software purchased.
Software Support Plan	See the "NetApp Saftware Support Plan" product description.	Included for NetApp software purchased.
Installation of Remedial Software Updates	NetApp may send an authorized service engineer to assist with installation of software updates.	Included for NetApp hardware and software purchased with system.8
Extended Warranty Hardware Support	See the "Warranty/Extended Warronty Hardware Support" product description.	Included for NetApp hardware purchased.
		Included when SupportEdge Premium is purchased after the original warranty period.

- 4. Response time availability is based on the installation location of the NetApp equipment. Target response time objective clock begins after NetApp's triage of the issue.
- 5. When the NetApp solution contains third-party products, some of the components may not have the same target response time for delivery and part installation. Consult product documentation for further details.
- 6. For customers that need the target technical response, but want only parts delivery to do self-replacement to meet their data center requirements and support infrastructure, the customer may opt out of having NetApp install parts. Available options include opt-out for disk drives only or for all components. Additionally, there is an option to consolidate delivery of disk drives to normal business hours next business day. Details are in the NetApp Support site guides.
- 7. Time to install part will vary by part complexity and access to equipment.
- 8. Customer is responsible for installing all software on NetApp equipment. This feature is limited to system software for which software is identified as the remedy for a material issue on the system.



Proposal to: COMPANY: Natividad Medical Center

EMAIL: MedalenR@natividad.com

CONTACT: Richard Medalen

PHONE: 831-277-1990

# INTEGRATED ARCHIVE SYSTEMS

1121 N. San Antonio Road, D-100, Palo Alto, CA 94303 Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com IAS is a Woman-Owned Business Enterprise (WBE)

> IASKK-NATIVIDAD MEDICAL CENTER-033-REV 2- NetApp 3 Month Support Renewal

for Colorado NBD 3-14-19

IAS REP: KIRSTEN KENNEL
EMAIL: kirstenk@iarchive.com
PHONE: 415-336-2714

INSIDE REP: LORI STENN
PHONE: 650-528-4693
EMAIL: loris@larchive.com
TEAM FAX: 415-466-3325
TEAM EMAIL: kennelteam@larchive.com

TEM	QTY	DESCRIPTION		UNIT	DISC PRICE		ENDED DISC PRICE
	NetApp Support Renewal for Colorado Location Term Dates: 4/1/2019 - 6/30/19						
		FAS8060A					
1	2	SN:721610000123,721610000124 Warranty Extension,VA, FAS8060A, Post Warranty		\$	1,610.98	4	3,221.9
	-	Service Details		4	1,010.50	*	3,221.5
		Qty 2 - R-SW OS Support Extension, VA					
		Qty 2 -R-Warranty Extension, VA					
		System Details: Product					
		Qty 1152- OS SW,Per-0.1TB,ONTAP,Perf-Stor,0P Oty 48 - OS SW,Per-0.1TB,ONTAP,UltraPerf-Stor,0P					
2	2	SupportEdge Standard Part Replace NBD,VA, FAS8060A		\$	3,640.26	4	7,280.
-	-	Service Details		7	5,010.20	*	7,200.
		Qty 2 - R-HW Support, Standard 2 Replace, NBD, y					
		Qty 2 - R-SW Subs, Standard2 Replace, NBD, y					
		System Details: Product					
		Oty 2 - FAS8060 High Availability System					
		Qty 2 - SW-2,Premium BNDL,8060A,-C Oty 2 -SSD SHLF,12x200GB,0P,-C					
		Qty 4 - DSK SHLF,24x1.2TB,10K,6G,0P,-C					
		Switch					
		SN: 51111200014,51111200038					
3	2	SupportEdge Standard Part Replace NBD, Switch, Post Warranty		\$	77.39	\$	154.7
		Service Details					
		Qty 2 -R-Ext Wty Standard2 NBD Repi,z					
		Qty 2 - R-HW Support, Standard 2 Replace, NBD, z					
		Qty 2 - R-SW Subs,Standard2 Replace,NBD,z System Details: Product					
		Oty 1- ClusterNet Interconnect Cluster,16Pt,10Gb					
		Switch					
		SN:30810200252,30810200292					
4	2	SupportEdge Standard Part Replace NBD, Switch, Post Warranty		\$	15.64	\$	31.2
		Service Details					
		Oty 2 -R-Ext Wty Standard2 NBD Repl,z					
		Qty 2 - R-HW Support, Standard 2 Replace, NBD, z Oty 2 - R-SW Subs, Standard 2 Replace, NBD, z					
		System Details: Product					
		Qty 1 - ClusterNet Interconnect Mgmt,16Pt,1Gb					
		PAMII-FLASHCACHE					
		SN:9496439079,9496477514					
5	2	SupportEdge Standard Part Replace NBD, VA, PAMII-FLASHCACHE,		\$	494.97	\$	989.9
		Post Warranty					
		Service Details Oty 2 -R-Ext Wty Standard2 NBD Repl,u					
		Qty 2 - R-HW Support, Standard 2 Replace, NBD, u					
		Qty 2 - R-SW Subs,Standard2 Replace,NBD,u					
		System Details: Product					
		Qty 1 - SW,Flash Cache,-C					
		Qty 1 - Flash Cache 2TB PCIe Module 2	Total			¢	11,678.4
			Total			<b>D</b>	TT'0/8'

# VERITAS The truth In Information.



# Veritas Essential Support.

Reduce downtime, ensure upgrades and optimize product use.

#### **OVERVIEW**

Essential Support is the Veritas foundational support offering we recommend you purchase with every Veritas software licenseto protect your Veritas investment. With Essential Support, you can:

- · Reduce downtime-via rapid issueresponse times and access to self-help resources.
- · Ensure upgrades-via access to the latest product updates, upgrades and fixes.
- · Optimize product use-via access to industry best practices and diagnostic tools.

### WHAT'S INCLUDED IN VERITAS ESSENTIAL SUPPORT?

- · Global 24x7 break/fix support.
- · Rapid issue response times.
- · Unlimited contacts to technical support specialists in Veritas products.
- · Round-the-clock,continuouseffortssupportforseverity1cases(uponcustomerrequest).
- · Self-help options, including the Veritas technical support website and diagnostic tools.
- Deep industry experience and knowledge base.
- · Proactiveaccesstobugfixes, patches, security releases and upgrades.

## BENEFITSTOKEEPING YOURTECHNICAL SUPPORTUP-TO-DATE

Essential Support offers expert technical support, customer care and online support for your Veritas software environment. Essential Support delivers:



Proactive product updates, version upgrades & security releases.



Best practices based on deep and wide industry experience.



Self-help via access to web sites, diagnostic tools and community forums.



Assistance with licensing and renewals.



Security of knowing your software is maintained.



Rapid issue Response times.

WE'RENOTJUSTYOUR SUPPORTTEAM—WE'RE AN EXTENSION OF YOUR BUSINESS

Youcan trust us to help you resolve is sues faster and keep your business running.

EXHIBIT B.1 Scope of Services/Payment Provisions - NetApp SupportEdge Premium /Veritas Essential Support

#### HOW DOES ESSENTIAL SUPPORTSTACK UP?

YoucanenhanceVeritasEssentialSupportwithaBusiness-CriticalServices(BCS)RemoteProductSpecialistforpersonalizedreactivesupportand BCS Premierfor the highest level of Veritas proactive support.

BUSINESS-CRITICAL SERVICES PREMIER (Essential Prerequisite) **BUSINESS-CRITICAL SERVICES** REMOTE PRODUCT SPECIALIST **Named Support Account Manager** (Essential Prerequisite) Named Technical Support Engineer in Product Family **Proactive Remote Technical Services** Quarterly Account and Success Planning Quarterly Account and Service Reviews **Priority Escalation Management** Priority Escalation Management **Technical Webinars Technical Webinars** Priority Access to Experienced Engineers **Priority Access to Experienced Engineers** ESSENTAIL SUPPORT 30 Min Severity 1 Response Target, after 15 Min Severity 1 Response Target, after 15 Min Severity 1 Response Target, after Acknowledgement Acknowledgement Acknowledgement 24/7 Technical Support \* 24/7 Technical Support\* 24/7 Technical Support\* Phone, Web and Knowledge Base Access Phone, Web and Knowledge Base Access Phone Web and Knowledge Base Access

#### MOREINFORMATION

Visitourwebsite: Veritas Support

#### **ABOUTVERITASTECHNOLOGIESLLC**

Veritas Technologies empowers businesses of all sizes to discover the truth in information—their most important digital asset. Using the Veritas platform, customers can accelerate their digital transformation and solve pressing IT and business challenges including multi-cloud data management, data protection, storage optimization, compliance readiness and workload portability—with no cloud vendor lock-in. Eighty-six percent of Fortune 500 companies rely on Veritas today to reveal data insights that drive competitive advantage. Learn more at www.veritas.com or follow us on Twitter at @veritas techlic.

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<sup>\*</sup> Technical Support is provided primarily in English. Commercially reasonable efforts are made to provide local language support, based on available resources.



Proposal to: COMPANY: Natividad Medical Center

CONTACT: Richard Medalen

# INTEGRATED ARCHIVE SYSTEMS

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> IASKK-NATIVIDAD MEDICAL CENTER-032-REV1- 6 Months Veritas Support Renewal-3-

IAS REP: KIRSTEN KENNEL

EMAIL: kirstenk@iarchive.com

EM	OTY	DESCRIPTION		
			1000	PERSON THE STEEL
			TEAM EMAIL:	kennelteam@iarchive.com
				415-466-3325
			EMAIL:	loris@iarchive.com
			PHONE:	650-528-4693
	EMAIL: MedalenR@nativio	lad.com	INSIDE REP:	LORI STENN
	PHONE: 831-277-1990		PHONE:	415-336-2714

TEM	QTY	DESCRIPTION	EX	TENDED DISC PRICE
		Veritas Support Renewal for Colorado Location 6 months Cotermed to 9/2/2019		
i	15	Term Dates: 3/2/2019 - 9/2/2019 ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE CORPORATE	\$	989.40
2	1	ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP ENT SERVER WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE CORPORATE	\$	609.33
3	30	ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP DEDUPLICATION DATA PROTECTION OPTIMIZATION OPT XPLAT 1 FRONT END TB ONPREMISE STANDARD PERPETUAL LICENSE CORPORATE	\$	9,987.90
4	20	ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP CLIENT APPLICATION AND DB PACK WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE CORPORATE	\$	3,769.00
5	20	ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE CORPORATE	\$	6,909.80
6	6	Term Dates: 3/4/2019 - 9/2/2019 ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE CORPORATE	\$	2,050.56
7	1	ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP ENT SERVER WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE CORPORATE	\$	602.74
8	5	ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP DEDUPLICATION DATA PROTECTION OPTIMIZATION OPT XPLAT 1 FRONT END TB ONPREMISE STANDARD PERPETUAL LICENSE CORPORATE	\$	1,646.65
9	2	Term Dates: 3/07/2019 - 9/02/2019 ESSENTIAL 6 MONTHS RENEWAL FOR NETBACKUP APPLIANCE 5230 APPLIANCE 76TB WITH 4 1GB ETHERNET - 2 10GB ETHERNET - 2 8GB FIBRE CHANNEL CORPORATE	\$	10,484.56
		TOTAL:	\$	37,049.94