

**RENEWAL AND AMENDMENT NO. 5
TO MEMBERSHIP SUBSCRIPTION AGREEMENT
BETWEEN MD BUYLINE, INC., A SYMPLR COMPANY AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SUBSCRIPTION AND CONSULTING SERVICES**

This Renewal and Amendment No. 5 to the Membership Agreement ("Agreement") which was effective on January 3, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("Member" or "Customer"), and MD Buyline, Inc., a symplr company ("MD Buyline" or "symplr").

RECITALS

WHEREAS, the Agreement was executed with Customer and symplr for Subscription and Consulting Services with a forty-eight (48) month term through January 2, 2022 and a total Agreement amount not to exceed \$91,996; and

WHEREAS, Customer and symplr amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services to yield cost savings related to equipment and relevant equipment maintenance and to add an additional \$30,000 for a revised amount not to exceed \$121,996 with no change to the Agreement term of January 3, 2018 through January 2, 2022; and

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, Customer and symplr renewed and amended the Agreement via Renewal and Amendment No. 2 on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for subscription services to continue with an increase of \$48,089 for a revised total Agreement amount not to exceed \$170,085; and

WHEREAS, the Agreement expired on January 2, 2024; and

WHEREAS, Customer and symplr renewed and amended the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning January 3, 2024 and to extend the term for an additional one (1) year period through January 2, 2025 for a revised full Agreement term of January 3, 2018 through January 2, 2025 to allow for subscription services to continue with revisions to the annual fee percentage and to add an additional \$26,352 for a revised total Agreement amount not to exceed \$196,437; and

WHEREAS, Customer and symplr amended the Agreement via Amendment No. 4 to extend the term for an additional 1 year period, beginning January 3, 2025 and to extend through January 2, 2026 for a revised full Agreement term of January 3, 2018 through January 2, 2026 to allow for the subscription services to continue for an additional \$27,933.12 for a revised total Agreement amount not to exceed \$224,370.12; and

WHEREAS, the Agreement expired on January 2, 2026; and

WHEREAS, Customer and symplr agree to renew and amend the Agreement retroactive to January 3, 2026 via Renewal and Amendment No. 5 to extend the term for an additional 1 year period, beginning January 3, 2026 and to extend through January 2, 2027 for a revised full Agreement term of January 3, 2018 through January 2, 2027 to allow for the subscription services to continue for an additional \$25,859.43 for a revised total Agreement amount not to exceed \$250,229.55

AGREEMENT

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

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Renewal and Amendment No. 2, Renewal and Amendment No. 3, and Amendment No. 4 herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:

Agreement A-14537

“The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2027 unless sooner terminated pursuant to the terms of this Agreement.

The Annual Fee for 2026 shall be \$25,859.43.

Revised total Agreement amount shall not exceed \$250,229.55.

Customer shall no longer receive the Recall Tracker and SmartMatch solutions. The Annual Fee is revised to reflect the discontinuation of such solutions.

Furthermore, Customer shall continue to receive the SOS solution on a per project basis and only when requested by Customer.”

2. This Renewal and Amendment No. 5 shall be effective retroactively on January 3, 2026.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 5 on the basis set forth in this document and have executed this Renewal and Amendment No. 5 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
 Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
 By: Stacy Saelha
 696D21D44C4341D...
 Monterey County Deputy County Counsel

Date: 12/19/2025 | 2:59 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
 By: Patricia Ruiz
 E79EF64E57454F6
 Monterey County Deputy Auditor/Controller

Date: 12/22/2025 | 10:07 AM PST

CONTRACTOR

MD Buyline, Inc., a symplr company

CONTRACTOR's Business Name

See instructions below

Signed by:
 By: Won Kim
 E400F632FDBC457...
 (Signature of: Chair, President, or Vice-President)

Won Kim VP FP & A
 Name and Title

Date: 12/15/2025 | 8:12 AM CST

Signed by:
 By: _____
 6DEDD8B1752F4F2...
 (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Hugo Doetsch CFO
 Name and Title

Date: 12/15/2025 | 11:20 AM CST

*****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).