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D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, and make any attempt to discover the source code of the software, or create derivative works from the software.

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

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B.

C. Except for defense and indemnification obligations, as set forth within this Agreement, neither the County nor CONTRACTOR shall be liable to the other for any damages exceeding the aggregate insurance coverage limits set forth under this Agreement, including but not limited to, any and all legal and regulatory actions, alleged damages, claims, liabilities, costs, expenses or financial loss, in any way arising from or relating to the performance of this Agreement. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.

D. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.

E. EBSCO is not responsible if the third party resources accessible via the Services fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and includes all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. EBSCO shall submit its invoices to Licensee and upon certification by Licensee, the invoices shall be

promptly submitted to the County of Monterey Auditor-Controller. The County of Monterey Auditor-Controller shall pay the amount certified within 30 days of receiving an invoice. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. **PAYMENTS BY LICENSEE:** Licensee shall pay EBSCO in accordance with the payment provisions set forth herein subject to the limitations set forth in this Agreement. **The total amount of this Agreement shall not exceed \$99,600.00.**

B. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERM OF AGREEMENT

The term of the Agreement is from January 1, 2019 through and including December 31, 2019 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both EBSCO and Licensee with Licensee signing last.

V. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

VI. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938, phone: 978-356-6500, fax: 978-356-5191, email: kstam@epnet.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VII. GENERAL

Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

A. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

B. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

C. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO Publishing EBSCOhost LICENSE Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

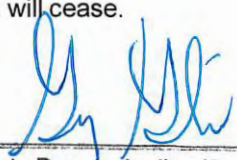
D. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.


VIII. ATTACHMENTS TO THIS AGREEMENT

The following attachments are incorporated into and are a part of this Agreement:

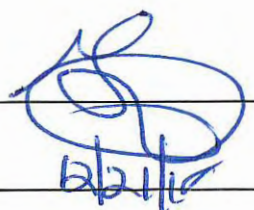
- EXHIBIT A – Scope of Services
- EXHIBIT B – Insurance Requirements
- EXHIBIT C – Guarantee of Malware-free Goods



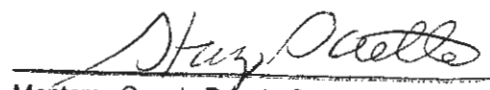
 Monterey County Deputy Auditor/Controller
 Date: 12-21-18



 EBSCO Information Services
 Date: December 12, 2018



 Natividad Medical Center
 Date: 12/21/18



 Monterey County Deputy County Counsel
 Date: 12/21/18

**EXHIBIT A
SCOPE OF SERVICES**

CONTRACTOR shall provide reference materials for the Natividad Medical Center library in the form of online database and journal subscriptions.

Journal Subscriptions:

At least half of all items requested by Natividad Medical center per this Agreement are likely to be for online journal subscriptions. There are an extremely high volume of journal titles to list out prices for per each individual journal, and prices vary depending on the journal title ordered. Therefore individual price listings are not included herein.

It is estimated that approximately \$19,744 will be spent annually on journal subscriptions.

Database Subscriptions:

On the following page of this Exhibit A, Product Order Form, database subscriptions are for an estimated total of \$79,856.

TOTAL AGREEMENT AMOUNT SHALL NOT EXCEED \$99,600



10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
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Fax: (978) 356-5640
information@epnet.com

Product Order Form

CustID: s8501817
OrderID: WSR375194
Date: 09/24/2018

Purchasing Customer

NATIVIDAD MED CENTER
MEDICAL LIBRARY
1441 CONSTITUTION BLVD
SALINAS, CA, 93912-1611
USA

Billing Address

NATIVIDAD MED CENTER
MEDICAL LIBRARY
1441 CONSTITUTION BLVD
SALINAS, CA, 93912-1611
USA

Contact:

Cynthia Johnson
831-783-2597
johnsoncf@natividad.com

Your invoice will be sent to:

Cynthia Johnson
johnsoncf@natividad.com

Product Name	Begin Date	Expire Date	Price
EBSCO Health Package			
eBook Subscription Clinical Collection	01/01/2019	12/31/2019	\$3,150.00
Nutrition Reference Center	01/01/2019	12/31/2019	\$2,976.00
eBook Subscription Nursing Collection	01/01/2019	12/31/2019	\$2,450.00
Cochrane Collection Plus	01/01/2019	12/31/2019	\$3,315.00
Health Business FullTEXT : HOST	01/01/2019	12/31/2019	\$3,801.00
CINAHL Complete	01/01/2019	12/31/2019	\$16,554.00
EBSCO Discovery Service Custom Catalog	01/01/2019	12/31/2019	Comp
EBSCO Discovery Service	01/01/2019	12/31/2019	\$9,188.00
Patient Education Reference Center	01/01/2019	12/31/2019	\$9,987.00
Full Text Finder	01/01/2019	12/31/2019	Comp
Rehabilitation & Sports Medicine Source	01/01/2019	12/31/2019	\$2,719.00
Rehabilitation Reference Center	01/01/2019	12/31/2019	\$5,857.00
DynaMed Plus	01/01/2019	12/31/2019	\$10,229.00
MEDLINE Complete	01/01/2019	12/31/2019	\$9,630.00

Total: \$79,856.00
The above excludes all applicable tax
Currency: US Dollar

**EXHIBIT B
INSURANCE REQUIREMENTS**

1. **INSURANCE:**

1.1. Evidence of Coverage:

- 1.1.1. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 1.1.2. Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 1.1.3. This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

1.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

1.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- 1.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 1.5. Workers' Compensation Insurance, if CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

2. Other Insurance Requirements:

- 2.1. All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted Insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 2.2. Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-

renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

- 2.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.**
- 2.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 2.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

**EXHIBIT C –
GUARANTEE OF MALWARE-FREE GOODS**

All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.