

**Ovid Technologies, Inc.  
Master License Agreement**

This Master License Agreement (the “**Agreement**”), dated as of January 1, 2019 is between Ovid Technologies, Inc. or its applicable affiliate (pursuant to Section 10.1) (“**Ovid**”) and County of Monterey Health Department, having offices at 1270 Natividad Road Salinas, CA 93906 (“**Licensee**”), and provides for Ovid to grant a license to Licensee to access and use the Products (as defined below), subject to the terms and conditions of this Agreement. Ovid and Licensee are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

**1. DEFINITIONS.**

- 1.1.** “**Archives**” means the specific journal archives specified in any applicable Order.
- 1.2.** “**Authorized Sites**” means the physical addresses specified in any applicable Order.
- 1.3.** “**Authorized Users**” means individual users of Licensee who are authorized to access the Products licensed hereunder from or through the Authorized Sites in accordance with the following, as applicable based on Licensee’s entity type:
- Corporate Market: employees of Licensee and independent contractors of Licensee who are bound by a legal obligation to comply with this Agreement, solely to the extent such employees and independent contractors are accessing the Products in accordance with the Permitted Use.
  - Academic Institution: currently enrolled students, faculty, and staff of Licensee, and authorized walk-in users, solely to the extent such enrolled students, faculty, staff and walk-in users are accessing the Products in accordance with the Permitted Use.
  - Medical Service Provider: healthcare professionals employed by Licensee and independent contractors of Licensee who are bound by a legal obligation to comply with the terms of this Agreement, solely to the extent such employees and independent contractors are accessing the Products in accordance with the Permitted Use.
  - Public Library: library staff of Licensee and walk-in patrons, solely to the extent such library staff and walk-in patrons are accessing the Products in accordance with the Permitted Use.

For purposes of this Agreement, any individual users of institutions, associations or organizations (i) related or affiliated with Licensee, or (ii) acquired by or merged with Licensee during the term of this Agreement, will not be deemed “Authorized Users” without Ovid’s express written consent or unless expressly provided for in any applicable Order.

- 1.4.** “**Books**” means the specific editions of the electronic books specified in any applicable Order. If an Order does not specify an edition, the edition will be the current edition of the applicable electronic book as of the Order Effective Date. Books licensed on a Subscription Basis, unless unavailable due to an Information Provider’s terms, will include the most current edition available through Ovid. Books licensed on a Perpetual Access Basis only include the specific edition specified in the applicable Order.
- 1.5.** “**Databases**” means the specific electronic databases specified in any applicable Order.
- 1.6.** “**Documentation**” means any instructional materials relating to the Ovid Platform as provided in hardcopy or electronic form during the term of this Agreement.
- 1.7.** “**Effective Date**” means the earliest date of access to any Products hereunder.
- 1.8.** “**Information Providers**” means content providers that have licensed to Ovid content included in one or more Products.
- 1.9.** “**Journals**” means the specific electronic journals specified in any applicable Order.

- 1.10. “**License Fee**” means the fees for access to the Products and the Platforms, as specified in the applicable Orders, including fees for Perpetual Access Basis Products and fees for Subscription Basis Products.
- 1.11. “**Order**” means an order form for licensing one or more Products that Ovid and Licensee may enter into hereunder from time to time.
- 1.12. “**Order Effective Date**” means the date on which the applicable Order was entered into by Ovid and Licensee.
- 1.13. “**Other Content**” means the products identified as “Other Content” in any applicable Order.
- 1.14. “**Permitted Use**” means the limited purposes for which Authorized Users may use the Products, specifically (i) online use of and access to the Products for internal management, reference, education, research, and training purposes; (ii) using the provided “print” and “save” functionality through the Platform for limited portions of the Products; (iii) for interlibrary (“**ILL**”) purposes, print data obtained from searches and transmit the printed document through Subscriber’s traditional ILL policies and procedures and in compliance with Section 108 of the United States Copyright Act, and (iv) such other uses as may be set forth or referenced in an applicable Order. The Permitted Use for specific Products may vary, and additional and/or different uses may be permitted if and to the extent specified in the applicable Order. The use of the Products can be incorporated into course packs and e-reserves only through the use of Jumpstarts. For purposes of this Agreement, “Jumpstarts” shall be defined as links from Licensee’s Web pages to virtually any point within an Ovid session.

For pay-per-view (“**PPV**”) deposit account journal article access, an Authorized User may only retain one print copy of the accessed article. The retained printed copy is for single use only and may not be redistributed for any purpose other than its original use, or if needed as support documentation for a FDA filing or other such use. The original e-format may not be downloaded and/or saved to any tangible medium. Any request other than for the original use would be deemed a separate use occasion and the Authorized User will need to access any additional copy or copies from the PPV-deposit website.

- 1.15. “**Perpetual Access Basis**” means a perpetual license for the applicable Products.
- 1.16. “**Platform**” means, as applicable, (i) the search and retrieval application software made available to Licensee through the Ovid online platform and any modifications, enhancements, updates, upgrades or new releases to the foregoing (the “**Ovid Platform**”); and (ii) the third party platforms made available to Licensee to access the Products and any modifications, enhancements, updates, upgrades or new releases to the foregoing (“**Other Platforms**”); provided however, that certain enhancements to the software and platforms described in (i) and (ii) may constitute separate and distinct products for which Ovid reserves the right to charge an additional fee.
- 1.17. “**Products**” means the Databases, Journals, Archives, Books and/or Other Content ordered by Licensee pursuant to one or more Orders, designated as “Products” on the applicable Order.
- 1.18. “**Subscription Basis**” means a subscription (i.e., term) license for the applicable Products designated in any applicable Order as “Subscription Basis”.
- 1.19. “**Subscription Term**” means one (1) year from the date of initial access to the applicable Products, unless otherwise specified in the applicable Order.

## 2. LICENSE AND ACCESS.

- 2.1. **LICENSE TO PRODUCTS.** For the Products set forth in an applicable Order, Ovid hereby grants to Licensee the non-transferable (except as set forth herein), nonexclusive, limited license to allow its Authorized Users to access and use the Products specified in the applicable Order via the applicable Platform (subject to payment of any applicable License Fees for access to such Platform) from or through the Authorized Sites (unless otherwise stated in the applicable Order) for the Permitted Use, subject to the terms

and conditions of this Agreement. The foregoing license is effective (i) for Subscription Basis Products, only during the applicable Subscription Term, and (ii) for Perpetual Access Products, on a perpetual basis.

- 2.2. ACCESS.** Licensee may access the Products via the applicable Platforms through (i) one or more identification passwords issued by Ovid; (ii) Internet Protocol address validation; (iii) an Ovid-approved online referral link; or (iv) access code redemption by Authorized Users. Method of access to the applicable Platform may change over time. Ovid reserves the right, in its sole discretion, to alter or change Licensee's identification passwords, if applicable, as circumstances may warrant, and Ovid will promptly notify Licensee of the foregoing. Licensee may elect to use proxy servers to allow Authorized Users to access the applicable Products remotely through the Authorized Sites. If Licensee elects to provide such remote access, Licensee will strictly limit such access only to Authorized Users through a secure method of user verification. Licensee will immediately notify Ovid if it believes unauthorized access of a Product has occurred.
- 2.3. UPDATES AND DISCONTINUATION.** Ovid may update, modify, or replace the relevant Products (including any content therein) from time to time. Ovid reserves the right to discontinue offering access to any Product. Ovid will use commercially reasonable efforts to provide advance notice of any such discontinuation. For Perpetual Access Basis Products, Ovid will provide Licensee, upon its request, with an electronic copy of the discontinued Products, subject to Licensee's payment of a media, fulfillment and/or delivery fee and Licensee's execution of an additional agreement.

### **3. PROPRIETARY RIGHTS AND USE RESTRICTIONS.**

- 3.1. PROPRIETARY RIGHTS.** No provision of this Agreement conveys any ownership interest to Licensee in or to any of the Products, the Platforms, or any Documentation, in whole or in part, and, except for the express licenses in this Agreement, all intellectual property rights, including copyright, patent, trademark and trade secret, are retained by Ovid, Ovid affiliates or Information Providers, all rights reserved.
- 3.2. ADDITIONAL TERMS.** Certain additional terms may apply to the Products licensed hereunder. Such additional terms, if any, are set forth in the applicable Order. Information Providers may modify or assign additional terms and conditions, as made available to Licensee by Ovid, from time to time, that may affect the Authorized Users' use of the Products. If any such changes materially impact Licensee's rights to use the Products, the Parties will discuss an appropriate remedy in light of the circumstances.
- 3.3. RESTRICTIONS ON USE.** Licensee shall be responsible for all uses of the Products by Authorized Users and the confidentiality and security of the passwords or other methods of authentication issued to Licensee by Ovid. Licensee shall ensure that all Authorized Users are aware of the limitations and restrictions on the use of the Products. Licensee shall not, and shall ensure that its Authorized Users shall not (a) copy or duplicate, in whole or in substantial part, the Products; (b) distribute, transmit, publish, transfer or commercially exploit the Products, in whole or in part; (c) incorporate any part of the Products in printed or electronic course or study packs, unless expressly permitted by the Permitted Use; (d) use the Platforms or Products to provide service bureau, time sharing, or similar services to third parties; (e) reverse engineer, decompile or modify the Products, in whole or in part; (f) use the Platforms, the Products or the information contained therein or results derived therefrom to develop any products or services that could be competitive with the Platforms or Products or any other products or services provided by Ovid or its affiliates; or (g) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Platforms or Products.
- 3.4. LEGAL ADVICE.** Ovid does not provide legal advice regarding copyright, fair use, or other aspects of intellectual property rights. Persons contemplating any type of transmission or reproduction of copyrighted material are advised to consult legal counsel.
- 3.5. REPORTING.** Licensee shall report any breach of any limitations or restrictions on the use of the Products to Ovid promptly (but in no event later than five (5) business days) after becoming aware of the facts or circumstances constituting such breach. Licensee agrees to promptly notify Ovid of, and to provide full and prompt cooperation and assistance to Ovid with any investigation of, any Authorized User's potential violation of the terms, conditions, or restrictions referenced in this Agreement.

3.6. **ENFORCEMENT OF RIGHTS.** Licensee hereby grants to Ovid, Ovid's affiliates and/or Information Providers the right to enforce or assert on their own behalf the provisions of this Agreement.

#### 4. **TERM.**

4.1. The term of this Agreement will commence as of the Effective Date and continues in effect, unless earlier terminated as provided for below, while any Order hereunder remains in effect. If no Orders hereunder are in effect, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other.

4.2. Subject to earlier termination in accordance with Section 5, (i) with respect to any Products licensed on a Perpetual Access Basis hereunder, the applicable Order shall remain in effect in perpetuity, and (ii) with respect to any Products licensed on a Subscription Basis hereunder, the applicable Order shall remain in effect during the Subscription Term.

#### 5. **TERMINATION.**

5.1. Either party (the "**Non-Breaching Party**") shall have the right to terminate this Agreement and/or any Order by written notice to other party (the "**Breaching Party**") if the Breaching Party materially breaches any term of this Agreement and such breach or default is not cured to the Non-Breaching Party's reasonable satisfaction within thirty (30) days of such notice; provided, that the Non-Breaching Party shall have the right to immediately terminate this Agreement and/or any Order in the event of any breach by the Breaching Party that cannot be cured within such thirty (30) day cure period. If Licensee or any Authorized User is in breach of the terms and conditions of this Agreement, Ovid reserves the right to immediately suspend access to the Products for any such breach without notice to Licensee.

5.2. Except as set forth below, and subject to the survival provisions in Section 5.3, in the event of any expiration or termination of this Agreement, all licenses hereunder shall immediately terminate and all access to the Products shall immediately cease. Any termination, whether or not for breach, will not affect any right, obligation or liability of a Party arising prior to termination of this Agreement.

5.3. Any terms or conditions of this Agreement that, by their express terms extend beyond termination or expiration of this Agreement or that by their nature shall so extend, shall survive and continue in full force and effect after any termination or expiration of this Agreement. Without limiting the generality of the foregoing, the obligations and rights of the Parties pursuant to Sections 3, 4, 5, 6, 7, 8, 9 and 10 (if applicable), and any other provisions herein that protect the proprietary rights of Ovid and the Information Providers shall survive the termination or expiration of this Agreement.

#### 6. **FEES.**

6.1. **LICENSE FEES.** Unless specified in the applicable Order, Licensee shall pay the License Fees and any applicable taxes within sixty (60) days of the applicable Order Effective Date. Failure to pay all undisputed License Fees and applicable taxes within such sixty (60) day period shall constitute a material breach of this Agreement by Licensee, and Ovid reserves the right to exercise its termination right set forth in Section 5.1 upon any such material breach for non-payment. All invoices are deemed undisputed unless Licensee notifies Ovid in writing within thirty (30) days of a disputed item on such invoice. For the avoidance of doubt, all undisputed amounts on an invoice shall be paid to Ovid.

6.2. **ADJUSTMENT FOR CHANGE.** No later than thirty (30) days following any changes with respect to the information supplied by Licensee in any Order, Licensee shall update the information contained in the applicable Order by notice of such changes to Ovid, including, without limitation, any mergers or acquisitions, or any additional facilities opened or acquired that should be listed as Authorized Sites. In the event that the change results in a change in fees, the License Fees shall be adjusted, in accordance with Ovid's then-current pricing. In the event that Licensee fails to provide such updated information, Ovid reserves the right to charge Licensee additional fees to cover any period of underpayment by Licensee.

6.3 **TAXES.** Licensee will be responsible for the payment of all taxes and other related fees incurred in connection with this Agreement. Licensee shall timely provide Licensee's applicable tax exemption identification number or certificate, if any, as a condition to Ovid not collecting an applicable tax hereunder; provided that Licensee shall remain responsible for any taxes to which such tax-exempt status does not apply.

## 7. LIMITED WARRANTIES AND LIMITED LIABILITIES.

7.1. THE PRODUCTS, THE PLATFORMS, AND THE DOCUMENTATION HEREUNDER ARE FURNISHED BY OVID, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY LICENSEE "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. OVID, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING, AND OVID, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PRODUCTS, THE PLATFORMS, THE DOCUMENTATION OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE). IN ADDITION, LICENSEE ACKNOWLEDGES THAT ACCESS TO THE PLATFORMS AND THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT OVID, ITS AFFILIATES AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NO OVID EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

7.2. THE PRODUCTS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON THE LICENSEE'S HEALTHCARE PROFESSIONALS' EXAMINATION OF EACH PATIENT. WHILE CERTAIN PRODUCTS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH PRODUCTS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE HEALTHCARE PROFESSIONAL REACH DIAGNOSTIC AND TREATMENT DECISIONS. LICENSEE (AND ITS HEALTHCARE PROFESSIONALS) SHOULD EXERCISE THEIR OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY PRODUCTS. GIVEN CONTINUOUS, RAPID ADVANCES AND CHANGES IN MEDICAL SCIENCE AND HEALTH INFORMATION, LICENSEE (AND ITS HEALTHCARE PROFESSIONALS) SHOULD CONSULT A VARIETY OF SOURCES WHEN PRESCRIBING MEDICATION, INCLUDING THE MANUFACTURER'S "PACKAGE INSERT". THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. LICENSEE ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. LICENSEE AND ITS HEALTHCARE PROFESSIONALS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY PRODUCTS, AND LICENSEE'S HEALTHCARE PROFESSIONALS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NO RESPONSIBILITY IS ASSUMED BY OVID, ITS AFFILIATES OR LICENSORS FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY LICENSEE (OR ANY OF ITS HEALTHCARE PROFESSIONALS) OF ANY OF THE PRODUCTS.

8.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL OVID, ITS AFFILIATES OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO LICENSEE, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM ARISES FROM OR IS RELATED TO THE AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE LICENSE FEE PAID BY LICENSEE TO OVID DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS SECTION 8 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**9. CONFIDENTIALITY.** Licensee acknowledges that the Products and the Platforms are the proprietary property of Ovid, its affiliates and the Information Providers, and that the processes and methodology used in producing the Products and the Platforms are valuable trade secrets. Licensee shall protect the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance and in any event, by reasonable means. Licensee shall not disclose the terms of this Agreement, except as required by law. The parties acknowledge that the terms of this Agreement will be published and disclosed as part of the County contract approval process.

#### **10. MISCELLANEOUS.**

**10.1. AFFILIATES OF OVID.** The applicable Ovid entity for purposes of this Agreement shall be determined by Licensee's principal place of business: (i) in Andorra, Belgium, Cyprus, Greece, Israel, Luxembourg, Malta, the Netherlands, San Marino, Turkey or the Vatican City: Ovid Technologies BV; (ii) in the Aland Islands, Albania, Armenia, Austria, Azerbaijan, Belarus, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Faroe Islands, Finland, Georgia, Germany, Greenland, Hungary, Iceland, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Montenegro, Norway, Poland, Romania, Russia, Serbia, the Slovak Republic, Slovenia, Svalbard & Jan Mayen, Sweden, Switzerland, Tajikistan, Turkmenistan, Ukraine, or Uzbekistan: Ovid Technologies GmbH; (iii) in Algeria, France, French Guiana, French Polynesia, French Southern Territory, Guadeloupe, Martinique, Monaco, Morocco, New Caledonia, Reunion, Saint Barthélemy, or Tunisia: Ovid Technologies Sarl; (iv) in Portugal or Spain: Ovid Technologies SL; (v) in Afghanistan, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoro Islands, Congo, Congo Democratic Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Guinea, Guinea-Bissau, Iran, Iraq, Italy, the Ivory Coast, Jordan, Lebanon, Liberia, Libya, Malawi, Mali, Mauritania, Mayotte, Niger, Palestine, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Somalia, Sudan, Syria, Togo, Western Sahara, Yemen, or Zimbabwe: Ovid Technologies SRL; or (vi) in Angola, Bahrain, Botswana, England, Ghana, Gibraltar, Guernsey, Ireland, Jersey, Kenya, Kuwait, Lesotho, Madagascar, Maldives, Mauritius, Mozambique, Namibia, Nigeria, Northern Ireland, Oman, Qatar, Saudi Arabia, Scotland, Seychelles, South Africa, Swaziland, Tanzania, Uganda, United Arab Emirates, Wales, or Zambia: Wolters Kluwer Health (Medical Research) Ltd. If none of the foregoing is applicable, then the licensing entity hereunder shall be Ovid Technologies, Inc.

**10.2. ASSIGNMENT.** Licensee shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of Ovid. In no event shall Ovid's consent be construed as discharging or releasing Licensee in any way from the performance of its obligations under this Agreement. Ovid may assign this Agreement to any affiliate or successor of Ovid and may delegate its duties, in whole or in part, in each case without any consent of Licensee. An assignee of either Party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning Party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of

this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

- 10.3. DISPUTE RESOLUTION METHOD AND VENUE.** The Parties agree that any dispute arising hereunder shall be submitted for dispute resolution in the method and venue determined by Licensee's principal place of business, as specified in the Order, as follows: (a) in the United States, disputes shall be submitted to a state or federal court sitting in New York, NY; (b) in Canada, disputes shall be submitted to the federal and provincial courts sitting in Toronto, Ontario; (c) in the Americas, except Canada and the United States, disputes shall be submitted to arbitration in New York, New York, U.S.A., under the rules of the American Arbitration Association; (d) in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; (e) in Asia Pacific, disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd. Nothing herein shall be deemed to limit or otherwise affect either Party's right to seek immediate equitable (including injunctive) relief for alleged violations of the Party's intellectual property rights or interests.
- 10.4. DISPUTE RESOLUTION PROCEDURES FOR ARBITRATION.** The Parties agree that the following procedures shall apply to any disputes under this Agreement that are submitted to arbitration. Arbitration shall be conducted before a single arbitrator selected in accordance with the applicable arbitration rules, unless the amount in dispute exceeds the equivalent of US\$250,000. If the amount in dispute exceeds the equivalent of US\$250,000, the dispute shall be decided by three arbitrators, one to be selected by each Party and the two party-appointed arbitrators to agree upon the third. The arbitrators must have experience with and knowledge of the licensing of software, and have been admitted to the practice of law for at least ten years. Under no circumstances are the arbitrators authorized to award damages contrary to Section 8 of this Agreement. The arbitrators shall be authorized to award costs and attorney's fees or to allocate them between the Parties. Any court with jurisdiction shall enforce the agreement of the Parties to arbitrate their disputes and enter judgment on any award.
- 10.5. ENTIRE AGREEMENT; AMENDMENT.** This Agreement, user restrictions and other notices concerning the Products, the Platforms or the Documentation as provided from time to time by Ovid, and any other documents referenced herein constitute the entire agreement of the Parties with respect to its subject matter. It is expressly agreed that any terms of a purchase order or similar instrument issued by Licensee with respect to this Agreement will not affect the terms and conditions of this Agreement. This Agreement may not be modified or amended except by written consent of the Parties or in accordance with the provisions set forth in Section 3.2 of this Agreement. All headings are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.
- 10.6. FORCE MAJEURE.** Except for payment obligations, neither party will be liable for any failure in performance or interruption of service due to any unforeseen circumstances or circumstances beyond its control, including, without limitation, war, strikes, civil disturbances and acts of God.
- 10.7. GOVERNING LAW; LANGUAGE OF AGREEMENT.** This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of California, without giving effect to the principles of conflict of law thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise agreed in writing by the Parties, this Agreement and all related documents shall be drawn up in English. Any translations of this Agreement into any other language shall have no effect. All proceedings related to this Agreement shall be conducted in the English language.
- 10.8. JURY TRIAL WAIVER. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THE AGREEMENT OR THE SUBJECT MATTER HEREOF.**
- 10.9. NOTICES.** All notices, consents or other communications referred to in this Agreement will be in writing and will be conveyed to the other Party by First Class Mail, return receipt requested, or overnight courier (e.g., FedEx, UPS, etc.) to Ovid at 333 Seventh Avenue, Twentieth Floor, New York, NY 10001 or to

Licensee at the address set forth in the Order. Service of such notice, consent or other communication hereunder will be effective when the return receipt is received or upon proof of delivery from the courier.

**10.10. SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be revised by a court of competent jurisdiction to be enforceable if permitted under applicable law, and otherwise shall be fully severable. In any event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

**10.11. WAIVER.** The waiver by a Party of or the failure by a Party to claim a breach of any provision of this Agreement shall not be, or be held to be, a waiver of any subsequent breach or affect in any way the further effectiveness of any such provision.

**10.12. COUNTERPARTS.** This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered originals and together shall constitute one agreement. Signed facsimile or portable document format (PDF) copies of this Agreement will legally bind the Parties to the same extent as original documents.

**11. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

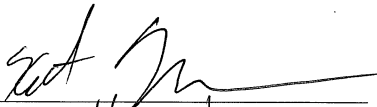
The following attached exhibit is incorporate herein by reference and constitutes a part of this Agreement.

Exhibit A Scope of Services/Payment Provisions

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and hereby represent and warrant that their respective signatory below has been and is, on the date of this Agreement, duly authorized by all necessary corporate action to execute this Agreement.

**OVID TECHNOLOGIES, INC.**

**COUNTY OF MONTEREY HEALTH DEPARTMENT**

By:   
Name: Keith Nemeyer  
Title: Director of Sales, West

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**COUNTY OF MONTEREY**

**APPROVED AS TO LEGAL FORM:**

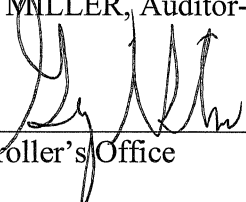
CHARLES J. McKEE, County Counsel

  
\_\_\_\_\_  
Elias Salameh, Deputy County Counsel

Date: 11/6/18

**APPROVED AS TO FISCAL PROVISIONS:**

MICHAEL J. MILLER, Auditor-Controller

  
\_\_\_\_\_  
Auditor-Controller's Office

Date: 11/6/18

**EXHIBIT-A**

**To Agreement by and between the  
County of Monterey Health Department and Ovid Technologies, Inc.**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** Ovid Technologies, Inc. will provide an annual licensed web-based subscription of Medical Psychiatry Journals to Monterey County Health Department/Behavioral Health Bureau (“BHB”).

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay the subscription price in advance as an annual amount not to exceed **\$8,330**. CONTRACTOR'S compensation shall be based on the following rates or in accordance with the following terms:

<b>Agency</b>	<b>January 1, 2019 – December 31, 2019 Total Annual Subscription Amount</b>
Behavioral Health Bureau	\$8,330

**B.2 PAYMENT CONDITIONS**

- A. CONTRACTOR shall submit via email an Invoice, as applicable, using an Invoice Form as agreed by COUNTY and CONTRACTOR, with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to: **MCHDBHFinance@co.monterey.ca.us**
- B. There shall be no travel reimbursement allowed during this Agreement.

**B.3 MAXIMUM OBLIGATION OF COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay in advance to the CONTRACTOR for the term of this Agreement an amount not to exceed **\$8,330** under this Agreement.

B. Maximum Annual Liability:

<b>TERM</b>	<b>AMOUNT</b>
January 1, 2019 – December 31, 2019	\$8,330
<b>MAXIMUM TOTAL LIABILITY</b>	<b>\$8,330</b>

**C. CONTRACT MONITOR/ADMINISTRATOR**

Lucero Robles, Behavioral Health Services Manager II  
Quality Improvement Office  
Monterey County Health Department  
1611 Bunker Hill Way, Suite 120  
Salinas, CA 93906  
831-755-4545  
[RoblesL@co.monterey.ca.us](mailto:RoblesL@co.monterey.ca.us)

**D. CLINICAL ADVOCATE/LIAISON**

Mark Alexakos, MD  
Medical Director, Behavioral Health  
Monterey County Health Department  
1441 Constitution Blvd., Bldg. 400  
Salinas, CA 93906  
831-796-1700  
[AlexakosM@co.monterey.ca.us](mailto:AlexakosM@co.monterey.ca.us)



# Wolters Kluwer Ovid Technologies, Inc.

100 River Ridge Drive, Suite 207  
 Norwood, MA 02062-5043 USA  
 Tel: 800-343-0064 #1  
 eFax: 888-314-9073  
 Federal ID # 13-3333107

Quote # 505123  
 Date 16 October 2018  
 Page 1 of 2

**Bill To:**

Customer#: 118667  
 Monterey County Health Department  
 Attention: Gloria Rodriguez  
 1270 Natividad Road  
 Salinas, CA 93906  
 Phone #: 831-755-8986  
 Fax #:  
 Email: rodriguezg@co.monterey.ca.us

**Sold To:**

Customer#: 118667  
 County of Monterey Health Department  
 Behavioral Health Bureau  
 Gloria Rodriguez  
 1270 Natividad Road  
 Salinas, CA 93906  
 UNITED STATES  
 Phone #: 831-755-8986  
 Fax #:  
 Email: rodriguezg@co.monterey.ca.us

Quote#: 505123

Product	Usage Level	Qty	Charges \$	Total \$
MEDL-DB-I66 Medline (1946-Date) Subscription#: 1141310 License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 30-Sep-2018 End Date:30-Sep-2019	SITE	1	Price: 0.00	0.00
COIP-JN-95 Current Opinion in Psychiatry Subscription#: 1141307 License Type: Network Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 30-Sep-2018 End Date:30-Sep-2019	1 Sim. User(s)	1	Price: 2,751.00	2,751.00
AOGP-JN-93 JAMA Psychiatry Subscription#: 1141306 License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 30-Sep-2018 End Date:30-Sep-2019	SITE	1	Price: 5,579.00	5,579.00
OULO-TC-001 Ovid User License (Online) Subscription#: 1141311 License Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Start Date: 30-Sep-2018 End Date:30-Sep-2019	SITE	1	Price: 0.00	0.00

- Prices valid for 30 Days from Invoice Date – Invoices Payable to Ovid Technologies, Inc. – 4603 Paysphere Circle, Chicago, IL 60674
- Routing#: 071000039 Account# 5801001438
- Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.



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Page 2 of 2

<b>Sub-Total:</b>	<b>\$8,330.00</b>
<b>Total S&amp;H:</b>	<b>\$0.00</b>
<b>Total Tax:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$ 8,330.00</b>

### Authorized Sites:

Key	Institution / Site	Address
1	County of Monterey Health Department (#118667) / Behavioral Health Bureau (#1)	1270 Natividad Road, Salinas, CA, UNITED STATES, 93906

By signing this quote, you represent and warrant that you are authorized to sign this quote and to bind the Customer set forth on this quote to the terms and conditions of this quote, and that the Customer is agreeing to pay to Ovid the amount set forth on this quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Please sign, date and fax to **Paul Arsenault 1-888-848-3968**.  
If PO is required, please provide it below. Thank you.

\_\_\_\_\_  
Purchase Order #

- Prices valid for 30 Days from Invoice Date – Invoices Payable to Ovid Technologies, Inc. – 4603 Paysphere Circle, Chicago, IL 60674
- Routing#: 071000039 Account# 5801001438
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