

**Amendment No. 1  
To  
Agreement  
By and Between  
County of Monterey and Wolters Kluwer Health, UpToDate, Inc.**

**THIS AMENDMENT No. 1** is made and entered into, by and between **Wolters Kluwer Health, UpToDate, Inc.**, hereinafter referred to as "CONTRACTOR", and the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "County".

**RECITALS:**

**WHEREAS**, the County and CONTRACTOR have heretofore entered into an Agreement to provide electronic clinical resources subscription services for the period of November 1, 2015 to October 31, 2016 ("Agreement"); and

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for three (3) additional years, as specified below.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. Section 2, "PAYMENT PROVISIONS" is amended to increase the total amount payable by County to CONTRACTOR by \$56,880 for a combined amount not to exceed \$75,840 for the term of the Agreement.
2. Section 3, "TERM OF AGREEMENT" is amended to extend the term of the Agreement to October 31, 2019 for a new term of November 1, 2015 to October 31, 2019.
3. Section 14, "NOTICES" is amended as follows:

**FOR COUNTY:**

Elsa M. Jimenez, Director of Health  
1270 Natividad Road  
Salinas, CA 93906  
831-755-4526

4. EXHIBIT A is replaced with AMENDMENT No. 1 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to AMENDMENT No. 1 to EXHIBIT A.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the Agreement.

Amendment No. 1 to  
Wolters Kluwer Health, UpToDate, Inc.  
11/01/2015-10/31/2019;  
NTE: \$75,840

6. A copy of this AMENDMENT No. 1 shall be attached to the Agreement.
7. The effective date of this AMENDMENT No. 1 is November 1, 2016.

*This space left blank intentionally*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

UpToDate, Inc.

By: \_\_\_\_\_  
Contracts/Purchasing

By: James Prendergast

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

Name: JAMES PRENDERGAST

By: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health  
Department of Health

Title: DIRECTOR OF PRICING & COMPLIANCE

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

Date: OCTOBER 4, 2016

Approved as to Legal Form:

By: Stacy L. Saetta  
Stacy L. Saetta, Deputy County Counsel

By: Robert Van Luling

Date: 10/6/2016

Name: ROBERT VAN LULING

Approved as to Fiscal Provisions:

By: Gary Giboney  
Gary Giboney, Auditor-Controller

Title: VP OF FINANCE

Date: 10-6-16

Date: OCTOBER 4, 2016

Approved as to Liability Provisions:

By: \_\_\_\_\_  
Steve Mauck, Risk Management

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

\*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. 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. 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.

Amendment No. 1 to  
Wolters Kluwer Health, UpToDate, Inc.  
11/01/2015-10/31/2019;  
NTE: \$75,840

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

UpToDate, Inc.

By: \_\_\_\_\_  
Contracts/Purchasing

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

By: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health  
Department of Health

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

Approved as to Legal Form:

By: Stacy L. Saetta  
Stacy L. Saetta, Deputy County Counsel

Date: 10/6/2016

Approved as to Fiscal Provisions:

By: Gary Giboney  
Gary Giboney, Auditor-Controller

Date: 10-6-16

Approved as to Liability Provisions:

By: \_\_\_\_\_  
Steve Mauck, Risk Management

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

By: James Premeaux

Name: JAMES PREMEAUX

Title: DIRECTOR OF PRICING & COMPLIANCE

Date: OCTOBER 4, 2016

By: Robert Van Duling

Name: ROBERT VAN DULING

Title: VP OF FINANCE

Date: OCTOBER 4, 2016

\*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. 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. 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.

Amendment No. 1 to  
Wolters Kluwer Health, UpToDate, Inc.  
11/01/2015-10/31/2019;  
NTE: \$75,840

## **AMENDMENT NO. 1 to EXHIBIT A**

**To Agreement by and between the  
County of Monterey, hereinafter referred to as "County"  
AND**

**Wolters Kluwer Health, UpToDate, Inc., hereinafter referred to as "CONTRACTOR"**

### **Scope of Services / Payment Provisions**

#### **A. SCOPE OF SERVICES**

**A.1** Contractor will provide a subscription and license to use UpToDate Licensed Materials. UpToDate Anywhere is an electronic clinical resource that will allow authorized users to obtain answers to clinical questions, including the latest evidence, and will provide for specific, practical recommendations for diagnosis and treatment.

Authorized users shall be those authorized by the County to access UpToDate and consists of physicians, mid-levels, faculty, nurses and other staff and medical professionals who are employed by the County or who provide medical services to patients at the County facilities, including any student affiliated with the County.

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide access to UpToDate at designated sites through the IP Address(es) provided by the County.
2. Ability to establish a username and password with UpToDate, Inc. Once established, a username and password will allow authorized users access to UpToDate from any internet-enabled device including desktop computers, laptops, and mobile devices such as the iPhone and Android devices, regardless of authorized user's location, subject or Registration and Re-verification.
3. Provide information on UpToDate's complimentary learning webinars.
4. Provide usage reports as requested by County.
5. Provide technical assistance as needed.

#### **B. PAYMENT PROVISIONS**

##### **B.1 COMPENSATION/ PAYMENT**

County shall pay the subscription price in an amount not to exceed \$75,840 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

The subscription price must be paid within 30 days from the time the County Auditor-Controller receives the certified invoice.

There shall be no travel reimbursement allowed during this Agreement.

The price is based on the number of Clinicians:

<u>Institution</u>	<u>Clinicians</u>
Clinic Services	48
Total	48

Designated Sites:

Alisal Health Center  
559 E. Alisal St Ste 201  
Salinas, CA 93905-2516  
United States

Laurel Health Clinics  
1441 Constitution Blvd  
Salinas, CA 93906-3127  
United States

Monterey County Health Clinic at Marina  
3155 De Forest Rd  
Marina, CA 93933-2702  
United States

Seaside Family Health Center  
1150 Fremont Blvd  
Seaside, CA 93955-5715  
United States

IP Addresses

192.92.176.112 – 192.92.176.112  
192.92.176.114 – 192.92.176.114  
192.92.176.113 – 192.92.176.113  
192.92.176.115 – 192.92.176.115

## **B.2 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Amendment No. 1 to  
Wolters Kluwer Health, UpToDate, Inc.  
11/01/2015-10/31/2019;  
NTE: \$75,840

## AMENDMENT NO.1 TO EXHIBIT A

Contract No.: 001-00-42938048

September 6, 2016

Sheena Morales  
Monterey County Health Department  
1615 Bunker Hill Way, Ste. 100  
Salinas, CA 93906  
United States

Dear Sheena Morales,

This letter and the attached Subscription and License Terms (the "Terms") set out the terms and conditions on which UpToDate, Inc. will supply Monterey County Health Department ("You" or "Your") with an UpToDate Anywhere Subscription to UpToDate® online ("UpToDate"), for an initial three-year term (the "Term"). Capitalized terms may be defined in this letter or in the attached Terms; together, the letter and the Terms are defined as the "Agreement".

### Subscription and Price

Subscription: The price for a 3 year UpToDate Anywhere Subscription to UpToDate is as follows:

Year 1 – November 1, 2016 through October 31, 2017: \$18,960.00 USD (plus tax where applicable)  
Year 2 – November 1, 2017 through October 31, 2018: \$18,960.00 USD (plus tax where applicable)  
Year 3 – November 1, 2018 through October 31, 2019: \$18,960.00 USD (plus tax where applicable)

You will automatically be invoiced at the beginning of each subscription year. The annual subscription price must be paid within 30 days from the time the County Auditor-Controller receives the certified invoice. This quote is valid for 60 days from the date of this letter and is confidential.

License to Use UpToDate: For the above subscription price, UpToDate, Inc. will grant Your Authorized Users access to use the Licensed Materials on the terms set forth in this Agreement.

This UpToDate Anywhere Subscription allows Your Authorized Users to Access UpToDate as follows:

- While physically located at the Designated Site(s) via the IP Address(es) or Security agent(s) listed below
- Via Your password authenticated system(s) as identified to UpToDate, Inc., which will in turn pass UpToDate, Inc. a unique identifier
- Authorized Users have the option to establish a username and password with UpToDate, Inc. Once established, a username and password allows the Authorized User to Access UpToDate from any Internet-enabled device including desktop computers, laptops, and mobile devices such as the iPhone and Android devices, regardless of Authorized User's location, subject to Registration and Re-verification.

Term: The Term of Your subscription will start on November 1, 2016 and ends as of October 31, 2019. You may renew Your subscription at the expiry of the initial term at the then-current subscription price.

### Confirmation of Your Information

The statistics on which we based our price are:

Institution	Clinicians
Alisal Health Center	48
Total	48

### Designated Sites

Alisal Health Center  
559 E. Alisal St Ste 201  
Salinas, CA 93905-2516  
United States

Laurel Health Clinics  
1441 Constitution Blvd Ste 200  
Salinas, CA 93906-3127  
United States

Health Clinic at Marina  
3155 De Forest Rd  
Marina, CA 93933-2702  
United States

Seaside Family Health Center  
1150 Fremont Blvd  
Seaside, CA 93955-5715  
United States

### IP Addresses

192.92.176.112 - 192.92.176.112  
192.92.176.114 - 192.92.176.114  
192.92.176.113 - 192.92.176.113  
192.92.176.115 - 192.92.176.115

You represent and warrant that: (i) the statistics set forth above are accurate and complete figures; (ii) You have the technical capability to ensure that only Authorized Users may Access the Licensed Materials via the IP address(es) and/or UpToDate, Inc. provided Security Agent(s) listed above, (iii) the IP Addresses above or UpToDate, Inc. provided Security Agent(s) only provide Access to Authorized Users while Authorized Users are physically located at the Designated Site(s) and no other users will gain Access to the Licensed Materials through this subscription, and (iv) for the purposes of Registration and Re-verification the IP Addresses above or UpToDate, Inc. provided Security Agent(s) are only accessible by Authorized Users.

### Subscription Confirmation

To confirm Your acceptance of this subscription, please sign this letter in the space below and return it to us. Your subscription will be processed immediately and an executed copy will be returned to You.

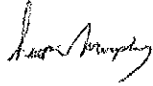
We look forward to providing Monterey County Health Department with a subscription to *UpToDate* online. We are confident that Your clinicians will find *UpToDate* to be a practical and efficient tool with which to effectively manage clinical issues in practice.

Your account manager, Suzanne Rival will call you shortly to answer any questions that you might have and to discuss the next steps.

Again, thank you for your interest in *UpToDate*.



Sincerely,



9/6/2016 4:51 PM

Finance ~ Contract Administration

UpToDate, Inc.

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Accepted and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2016 on behalf of Monterey County Health Department.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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Accepted and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2016 on behalf of UpToDate, Inc.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

UpToDate, Inc.

#### Definitions

"Access": Viewing, searching or displaying any page of the Licensed Materials, whether such pages are viewed by means of connection to a network or from storage in any storage medium.

"Agreement": These Subscription and License Terms and the attached quotation letter.

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In order to access the Licensed Materials, Authorized Users must agree to the End User License Agreement (EULA). In the event of a conflict or discrepancy between the EULA and this Subscription and License Agreement, it is agreed that this Subscription and License Agreement shall take precedence.

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Access to the Licensed Materials will be provided to You for the Term, unless earlier terminated in accordance with this Agreement.

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UpToDate, Inc. may terminate Your subscription if UpToDate, Inc. gives a 30-day written notice to You specifying any failure or default in the performance of any provisions of this Agreement. A pro-rata refund of fees actually paid by You for any remaining period of the subscription, from the effective day of cancellation to the normal end-date of the subscription period, will be provided to You, provided that UpToDate, Inc. reserves the right to withhold any damages arising from any failure or default by You.

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You agree that UpToDate, Inc. may audit Your use of the Licensed Materials for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Licensed Materials by You other than in full compliance with the terms of the Agreement, You shall reimburse UpToDate, Inc. for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such non-compliance.

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You will pay the agreed upon Subscription Fees within 30 days from the time the County Auditor/Controller receives the certified invoice. UpToDate reserves the right to suspend Access due to late payment, without limiting UpToDate's other rights and remedies including the right to terminate this Agreement. Access will remain suspended until invoice is paid in full. No refund or credit will be issued for loss of Access during the period of suspension due to late payment.

#### Marketing Support

UpToDate, Inc. will assist You in maximizing usage of the Licensed Materials during the subscription period by providing informational materials for Your distribution to Authorized Users, subject to the terms and conditions of this Agreement. You grant the right to UpToDate, Inc. to include Your name in UpToDate, Inc.'s list of subscribers.

#### Systems Performance

During the term of the subscription, UpToDate online content will be updated by UpToDate, Inc. During this time, UpToDate online may be down for up to 2 hours, and users Accessing the Licensed Materials at this time will see a notice that UpToDate online is being updated. UpToDate, Inc. may, in its sole discretion, provide more frequent updates and enhancements, if applicable, as and when they are released. Nothing in this Agreement obligates UpToDate, Inc. to furnish more frequent updates or to create enhancements.

For online access from a desktop (or laptop) computer, UpToDate online is validated for use with the current versions of the following browsers and the technical specifications UpToDate supports. For a current list of those technical specifications please see: <http://www.upToDate.com/help/manual/system>

UpToDate online is hosted by a Tier 1 service provider which guarantees that the site will be operational at least 99.5% of the time. However, technical failures, routine maintenance and transient Internet conditions may render the site temporarily unavailable.

Neither party shall be liable, or considered in default, under this Agreement for delays or failures of performance caused by circumstances beyond the party's reasonable control, provided each party immediately provides notice to the other and does everything reasonably possible to resume its performance.

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You may not sublicense, assign, share, sell, rent, lease, or otherwise transfer this Agreement or the right to use the Licensed Materials.

#### Privacy / HIPAA

UpToDate, Inc. does not collect any individually identifiable health information from You. UpToDate, Inc. is not a covered entity under the U.S. federal HIPAA.

UpToDate, Inc. reserves the right to track and collect for its internal purposes personal information about Authorized Users of UpToDate, including without limitation: the URL that the user has come from (whether this URL is on its Website or not), the URL the user goes to next (whether this URL is on its Website or not), the Internet browser that is being used, the type of operating system used, the Authorized User's location, and the Authorized User's IP address. An Authorized User's IP address may be used for system administration purposes and to track a user's session, in order to give UpToDate, Inc. an understanding as to which parts of its database Authorized Users are visiting. UpToDate, Inc. may use such information for purposes including but not limited to improving the content of its database, marketing, advertising, reports to You, or research. UpToDate, Inc. may send information and notices of new services to registered Authorized Users.

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Except as stated in the above paragraph, UpToDate, Inc. will not share with unaffiliated third parties information specific to Authorized Users or share information regarding specific IP addresses. UpToDate, Inc. is, however, free to disclose aggregate non-personal user information to third parties.

#### Access to Books and Records

To address the requirements of Section 952 of Public Law 96-499 (42 US Code 1395 (g) V (f)), UpToDate, Inc. agrees that it will, until the expiration of four years after the furnishing of the services provided pursuant to this agreement, upon the written request of an appropriate federal official as defined by the statute, make available to the Secretary of Health and Human Services or the Comptroller General or to any of their duly authorized representatives, this Agreement, and those books, documents and records of UpToDate, Inc. pertaining only to this Agreement as are necessary to verify the nature and extent of the services provided under this agreement and the charges levied, and payments made, for the services set forth in this Agreement. UpToDate, Inc. will not carry out any services through a subcontract with another organization and the duties under this Agreement may not be assigned or delegated.

#### Use of Professional Judgment

The editors and authors of the Licensed Materials have conscientiously and carefully tried to create the identified diagnosis measures, treatment alternatives and drug dosages in the Licensed Materials that conform to the standards of professional practice that prevailed at the time of publication. However, standards and practices in medicine change as new data become available and the individual medical professional should consult a variety of sources. For this reason, only the most current release of the Licensed Materials should be consulted when information is sought. New updates are issued periodically; do not rely on older versions. In addition, when prescribing medications, the user is advised to check the product information sheet accompanying each drug to verify conditions of use and identify any changes in dosage schedule or contraindications, particularly if the agent to be administered is new, infrequently used or has a narrow therapeutic range.

The Licensed Materials describe basic principles of diagnosis and therapy. The information provided in the Licensed Materials is no substitute for individual patient assessment based upon the healthcare provider's examination of each patient and consideration of laboratory data and other factors unique to the patient. The Licensed Materials should be used as a tool to help the user reach diagnostic and treatment decisions, bearing in mind that individual and unique circumstances may lead the user to reach decisions not presented in the Licensed Materials. The opinions expressed in the Licensed Materials are those of its authors and editors and may or may not represent the official position of any medical societies cooperating with, endorsing or recommending the Licensed Materials.

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NEITHER UPTODATE, INC. NOR ANY OTHER PARTY OR MEDICAL SOCIETY MAKES ANY OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS", OR WITH RESPECT TO THIS AGREEMENT. THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR ENTITY ARE VOID. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION, AND PERFORMANCE OF THE LICENSED MATERIALS.

#### Limitation of Liability

IN NO EVENT WILL UPTODATE, INC. OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, PROMOTION OR MARKETING OF THE LICENSED MATERIALS OR PERFORMANCE OF THIS AGREEMENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF UPTODATE, INC. OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN RELATION TO THE INDEMNITY PROVIDED AGAINST THIRD PARTY CLAIMS AS EXPRESSLY PROVIDED ABOVE, IN NO EVENT SHALL UPTODATE, INC. OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS.

Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary from state to state.

#### Confidentiality

"Confidential Information" shall mean any information regarding UpToDate, Inc.'s product designs and plans, product development plans, release dates, strategies, pricing, and other marketing and technical information and other unpublished information provided to you by UpToDate, Inc.; and all other information which UpToDate, Inc. characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall at all times, both during the term hereof and for a period of at least three years after termination of your right to use UpToDate, keep in confidence all such Confidential Information. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of UpToDate, Inc. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall only disclose Confidential Information to another employee or contractor under binding obligations of confidentiality substantially similar to those set forth herein on a "need to know" basis. You shall notify UpToDate, Inc. in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with UpToDate, Inc. in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify UpToDate, Inc. prior to such disclosure to allow UpToDate, Inc. an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with UpToDate, Inc. in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

#### General

This Agreement shall be governed by and construed in accordance with the laws of the County of Monterey, California, USA, without regard to its principles of conflicts of law or the United Nations Convention on Contracts for the International Sale of Goods. Each party submits to the exclusive jurisdiction of the federal and state courts located in the County of Monterey, California.

If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, it shall be deemed omitted and the remaining provisions shall continue in full force and effect. This Agreement may be modified only in writing executed by authorized representatives of You and UpToDate, Inc. Either party's waiver of any right shall not constitute waiver of that right in the future.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled.

If You use purchase orders in conjunction with this Agreement, then You agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the UpToDate Contract No.: 001-00-42938048 are made part of this purchase order and are in lieu of, and shall replace, all terms and conditions, express or implied, in this purchase order, including any renewals thereof."



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>																			
<b>INSURED</b> UpToDate, Inc. 95 Sawyer Road Waltham MA 02453 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A:</td><td>The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B:</td><td>Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>The Travelers Indemnity Co.</td><td>25658</td></tr><tr><td>INSURER D:</td><td>American Guarantee &amp; Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER E:</td><td>Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	The Charter Oak Fire Insurance Company	25615	INSURER B:	Travelers Property Cas Co of America	25674	INSURER C:	The Travelers Indemnity Co.	25658	INSURER D:	American Guarantee & Liability Ins Co	26247	INSURER E:	Zurich American Ins Co	16535	INSURER F:		
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INSURER E:	Zurich American Ins Co	16535																			
INSURER F:																					

**COVERAGES**

CERTIFICATE NUMBER: 570062220615

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0525206002	06/01/2016	06/01/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000																		
MED EXP (Any one person)	\$10,000																		
PERSONAL & ADV INJURY	\$1,000,000																		
GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			HO-CAP-162D3188-COF-16	06/01/2016	06/01/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION			AUC525206102	06/01/2016	06/01/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$4,000,000</td></tr></table>	EACH OCCURRENCE	\$4,000,000	AGGREGATE	\$4,000,000								
EACH OCCURRENCE	\$4,000,000																		
AGGREGATE	\$4,000,000																		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HC2JUB162D310316 AOS - Deductible HRKUB162D311516 Retro	06/01/2016	06/01/2017	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
<input checked="" type="checkbox"/> PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT	\$1,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		
C					06/01/2016	06/01/2017													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Coverage.

**CERTIFICATE HOLDER****CANCELLATION**

UpToDate, Inc. 95 Sawyer Road Waltham MA 02453 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

Certificate No : 570062220615



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT</b> NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: 570000051250																					
<b>INSURED</b> UpToDate, Inc. 95 Sawyer Road Waltham MA 02453 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL Insurance America Inc	24554	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

Holder Identifier :

**COVERAGES**

CERTIFICATE NUMBER: 570062322347

REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> X	PROPERTY	US00010028PR16A	06/01/2016	06/01/2017	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
		DEDUCTIBLES				BUSINESS INCOME w/o Extra Expense	
		BASIC				EXTRA EXPENSE	
		BROAD				RENTAL VALUE	
		SPECIAL				BLANKET BUILDING	
		EARTHQUAKE				BLANKET PERS PROP	
		WIND				BLANKET BLDG & PP	
		FLOOD					
						X Loss Limit	\$1,000,000
		INLAND MARINE	TYPE OF POLICY				
		CAUSES OF LOSS	POLICY NUMBER				
		NAMED PERILS					
		CRIME					
		TYPE OF POLICY					
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570062322347

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**UpToDate, Inc.  
95 Sawyer Road  
Waltham MA 02453 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b> (866) 283-7122	<b>FAX (A/C, No.):</b> (800) 363-0105
<b>INSURED</b> UpToDate, Inc. 95 Sawyer Road Waltham MA 02453 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Zurich American Ins Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570062220221 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Media Prof			IPR929683102 SIR applies per policy terms & conditions	06/01/2016	06/01/2017	Each Loss \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance  
Prof Media = Professional, Technology and Media Liability Insurance. Subject to its standard terms, conditions and limitations, this policy includes coverage for certain "Cyber" and other risk: Information Technology and Internet Liability - Miscellaneous Professional Liability - System Security and Privacy Liability - Privacy Breach Costs.

Certificate No : 570062220221

**CERTIFICATE HOLDER**

UpToDate, Inc.  
95 Sawyer Road  
Waltham MA 02453 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*