

Contract No.: 001-00-42879464

December 14, 2016

Charles Harris
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906-3100
United States

Dear Charles Harris,

This letter and the attached Subscription and License Terms (the "Terms") set out the terms and conditions on which UpToDate, Inc. will supply Natividad Medical Center ("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 full price for an annual subscription for an UpToDate Anywhere Subscription to UpToDate is \$76,242.00 USD for Natividad Medical Center. The price quote reflects a 20% educational discount for those facilities denoted below by an asterisk as they are accredited teaching facilities. We are pleased to have developed the following multi-year preferred pricing schedule to allow Your institution to adjust for an UpToDate Anywhere license at the full rate:

	Total†
Year 1 – December 1, 2016 through November 30, 2017:	\$76,242.00 USD
Year 2 – December 1, 2017 through November 30, 2018:	\$76,242.00 USD
Year 3 – December 1, 2018 through November 30, 2019:	\$76,242.00 USD

†Plus tax where applicable

We will re-evaluate this Agreement at the end of each year and provided that the operating statistics do not increase or decrease in manner that would cause Your full subscription price to change by more than 10% and Natividad Medical Center does not add additional clinical facilities to the network, the price for the next year will automatically be honored. Any facilities added or subtracted from the Designated Sites will be incorporated into the multi-year preferred pricing schedule based on the then-current pricing.

After the Year 3 renewal, the cost will be re-evaluated. UpToDate, Inc.'s subscription price for each Year of the multi-year preferred pricing schedule must be paid within 30 days from the time the County Auditor-Controller receives the certified invoice, which will be provided to You at the start date of each respective Year. This quote is valid for 60 days from the date of this letter. Your subscription will be subject to the terms of UpToDate's standard Subscription and License Terms.

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 December 1, 2016 and end as of November 30, 2017. 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	Inpatient Admissions	Clinicians
Natividad Medical Center	7,410	204
Total	7,410	204

Designated Sites

Natividad Medical Center
1441 Constitution Blvd Bldg 400
Salinas, CA 93906-3100
United States

Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906-3100
United States

IP Addresses

12.177.137.4 - 12.177.137.4

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

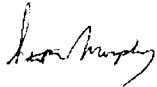
To confirm Your acceptance of this subscription, please sign this letter in the space below and return it to us. Your subscription will be processed immediately and an executed copy will be returned to You.

We look forward to providing Natividad Medical Center 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,



11/8/2016 3:41 PM
Finance – Contract Administration
UpToDate, Inc.

Accepted and Agreed to this ____ day of _____, 2016 on behalf of Natividad Medical Center.

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

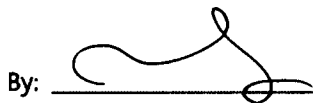
Title: _____

Accepted and Agreed to this 10 day of November, 2016 on behalf of UpToDate, Inc.

By: 

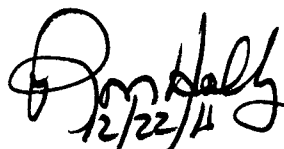
Printed Name: JAMES P. RESENDIZ

Title: DIRECTOR OF PRICING & CONTRACTS
UpToDate, Inc.

By:  11/10/16

Printed Name: R. Van Liering

Title: VP of Finance
UpToDate, Inc.


12/22/16
AS Kretz
Dep 1000
12-15-16

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.

"Authorized Users": Physician staff, faculty, residents, nurses, librarians and other staff and medical professionals who are employed by Your organization or who provide medical services to patients at Your organization's facilities, any student affiliated with Your organization, and, to the extent that Your organization includes a publicly accessible physical library, individuals otherwise entitled to use Your library facilities, subject to "Authorized Access" below.

"Licensed Materials": UpToDate® online database, software and user documentation.

"Registration": The process by which an Authorized User creates a username and password via the IP address(es) or UpToDate, Inc. provided Security Agent(s).

"Re-verification": The process by which Authorized Users verify their registration credentials. Authorized Users are required to log-in, using their username and password, at least once every 90 days via the IP address(es) or UpToDate, Inc. provided Security Agent(s). If in any 90-day period such log-in does not occur, the Authorized User's ability to Access Licensed Materials from outside the Designated Site(s) will be suspended. In the event of suspension, Authorized Users may automatically Re-verify by logging-in, using their username and password, via the IP address(es) or UpToDate, Inc. provided Security Agent(s) any time thereafter during the Term to resume Access via username and password.

Grant of License

UpToDate, Inc., in consideration of payment of the subscription fee and subject to the terms and conditions below, will grant You a non-exclusive, non-transferable license for Your Authorized Users to Access the Licensed Materials solely for the purpose of (i) research or other scholarly activities or (ii) providing diagnostic treatment or other medical services to patients, subject to the terms and conditions of this Agreement. You shall ensure that the Licensed Materials are Accessed only by Authorized Users affiliated with You for a purpose related to Your business.

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.

Term and Termination

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

You have the option to renew the Term and to continue the subscription by paying the then-current subscription fee, as notified to You by UpToDate, Inc., within 30 days of the expiration date.

You may elect to cancel Your subscription at any time, by providing 10 days written notice of cancellation. If You elect to cancel Your subscription, 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.

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.

Upon termination or expiration of Your subscription, Your license and associated rights expire automatically, unless You have renewed Your subscription on UpToDate, Inc.'s

then-current terms. At the request of UpToDate, Inc. following termination or expiration of the subscription, You shall promptly return or destroy any Licensed Materials and copies thereof in Your possession.

Your payments to UpToDate, Inc. under this Agreement are funded by local, state, and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Your purchase of the indicated quantity of services, then You may give written notice of this fact to UpToDate, Inc., and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

Authorized Access

You acknowledge that the Licensed Materials are for the use of the Authorized Users. Access by Authorized Users is permitted so long as Access occurs (i) in the confines of a Designated Site or (ii) via Your password authenticated system(s) as identified to UpToDate, Inc., which will in turn pass UpToDate, Inc. a unique identifier, or (iii) from any location, provided such access occurs by means of the Authorized User entering his/her username and password. Use of the Licensed Materials by non-Authorized Users is expressly forbidden. Users of public libraries at the Designated Sites are only Authorized Users while physically present at the library.

Verified IP Addresses

You warrant that the IP address(es) provided by You to UpToDate, Inc. and any UpToDate, Inc. provided Security Agent(s) herein allow Access to the Licensed Materials by the aforementioned Authorized Users only and that no other users are provided Access through the IP address(es) and/or UpToDate, Inc. provided Security Agent(s).

Audit

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.

Fees and Payments

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.

UpToDate, Inc. shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

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/sysreq>

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.

User Access Restrictions

You may not allow or facilitate any Access to the Licensed Materials by any persons who are not Authorized Users. Access by persons who are not Authorized Users is prohibited no matter how such Access is obtained, including without limitation by use of modem, VPN, proxy server, LAN or web-based technology. You shall notify UpToDate, Inc. promptly if you become aware of any Access to the Licensed Materials by users within Your organization who are not Authorized Users. You and Your registered Authorized Users may not transfer or share Access, usernames, or passwords with anyone. You shall not attempt to defeat or circumvent any system designed to protect Access to UpToDate.

Ownership

The Licensed Materials are the sole and exclusive property of UpToDate, Inc. (or its parents, subsidiaries, affiliates, or designees) or its suppliers. You do not become the owner of the Licensed Materials, but are entitled to use them according to the terms and conditions of this Agreement.

You have purchased the right to Access the Licensed Materials for a specific limited period of time, i.e., the subscription period. At the end of this period, Your license and associated rights, such as technical support, if any, expire automatically, unless You have renewed Your subscription on UpToDate, Inc.'s then-current terms. The Agreement and Your license to use the Licensed Materials will also terminate if You fail to comply with any term or condition in this Agreement.

You acknowledge that the Licensed Materials include software which is proprietary and confidential to UpToDate, Inc. or its licensors; and all rights, title and interest therein or thereto, including without limitation, all patents, copyrights, trademarks and trade secrets remain in UpToDate, Inc. or its licensors. You shall not, during the subscription period or thereafter, disclose, directly or indirectly, or take any other action, which would result in the unauthorized disclosure of any confidential or proprietary data whatsoever, including but not limited to, reproduction of data furnished by UpToDate, Inc.

Permitted Uses and Prohibitions

Copying, printing, distributing to third parties, or preparing derivative works of the Licensed Materials or any part thereof is strictly prohibited unless specifically authorized herein or in writing from UpToDate, Inc. Similarly, the Licensed Materials may not be included in other software or databases, reverse engineered, or modified. No part of the Licensed Materials may be hyperlinked, indexed, or otherwise utilized by automated software means, including: search engines, robots, spiders, crawlers, data mining tools, or any other software that aggregates access to, or the content of, the Licensed Materials. No part of the Licensed Materials may be copied for resale, nor may it be posted or otherwise made available on Intranets, so-called federated sites, knowledge bases, searchable databases, public bulletin boards, web sites, Internet domains, or online chat rooms. The Licensed Materials may not be combined with other content in knowledge banks or through similar technologies. However, Your Authorized Users may occasionally print out individual articles for personal clinical, educational or research use and/or email individual articles to a colleague, provided that the articles printed and emailed by an individual Authorized User contain in aggregate only insubstantial portions of the Licensed Materials and include a source reference to UpToDate, Inc. and its copyright notice. Under no circumstances may Authorized Users print or email large numbers of articles from the Licensed Materials. All rights to use the Licensed Materials are expressly stated herein, and UpToDate, Inc. reserves all other rights. There is no implied right to use the Licensed Materials.

Your Registered Authorized Users cannot share or transfer usernames and passwords. Any sharing or transferring of usernames and passwords is a violation of this Agreement. Access to the Licensed Materials by non-Authorized Users is expressly forbidden.

In addition to its rights set forth in "Term and Termination" but excluding "Re-verification" above, UpToDate, Inc. reserves the right in its sole discretion to limit or suspend Your Authorized Users' Access to the Licensed Materials, by electronic self-help or other means and without notice, if UpToDate, Inc. believes in good faith that any Authorized User has committed a breach of security or violated the terms of this Agreement.

Restriction Against Transfer

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.

UpToDate, Inc. reserves the right to release current or past user information, whether or not the information identifies a particular person, internally within UpToDate, Inc. or to third parties for limited purposes in the event UpToDate, Inc. believes that the Licensed Materials are being used in violation of this Agreement or to commit unlawful acts, and/or if UpToDate, Inc. is required to disclose information to comply with applicable laws or regulations, or with a court or administrative order.

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 (x) V (1)), 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.

When this Agreement expires or terminates, UpToDate, Inc. shall return to You any of Your records which UpToDate, Inc. used or received from You to perform services under this Agreement.

You shall have the right to examine, monitor and audit all records, documents, conditions, and activities of UpToDate, Inc. and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of You or as part of any audit of You, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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.

U.S. Government Limited Rights Notice

Any access to the Licensed Materials provided under contract to the U.S. Government is provided with limited rights. The Licensed Materials consist of data, as defined in 48 CFR 27.401 or 48 CFR 27.404-2(a), as applicable, and restricted computer software as defined in 48 CFR 27.401. The Licensed Materials may be reproduced and used by the U.S. Government, provided that they will not be used for or in connection with manufacturing and will not be disclosed outside of the U.S. Government or to any U.S. Government contractor, without the prior express written permission of UpToDate, Inc.

Limited Warranty

UpToDate, Inc. warrants that the Licensed Materials made available to You through the IP addresses listed in the attached letter shall be substantially identical to the version of the Licensed Materials provided to other similarly situated customers. If the Licensed Materials are defective, such deficiency shall be rectified without charge promptly after notice to UpToDate, Inc. from You. This is Your sole and exclusive remedy, and UpToDate, Inc.'s sole liability, for breach of this warranty.

UpToDate, Inc. agrees to indemnify You against any third party claim that the Licensed Materials infringe a U.S. copyright, patent, or trademark, and any damages awarded on such a claim, provided that You provide UpToDate, Inc. with prompt notice of the claim and sole control of the defense and settlement of the claim. In the event such a claim is made against You or anticipated by UpToDate, Inc., UpToDate, Inc. shall have the option of refunding the fee paid by You for the then-current twelve month period and terminating Your right to use the Licensed Materials. The foregoing indemnity and optional termination shall be Your sole remedy and UpToDate, Inc.'s sole obligation and liability in the event of any claim that the Licensed Materials infringe a third party's copyrights.

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 State of 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 Salinas, 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.: 001-00-42879464 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 hereof."

Performance Standards

UpToDate, Inc. warrants that UpToDate, Inc. and UpToDate, Inc.'s agents employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of You, or immediate family of an employee of You.

UpToDate, Inc. its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work

performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

UpToDate, Inc. shall furnish at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. UpToDate, Inc. shall not use Your premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

Insurance

Prior to commencement of this Agreement, UpToDate, Inc. 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, UpToDate, Inc. upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Your Contracts/Purchasing Department, unless otherwise directed. UpToDate, Inc. shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and You have approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of UpToDate, Inc.

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 Your Contracts/Purchasing Director.

Without Limiting UpToDate, Inc.'s duty to indemnify, UpToDate, Inc.'s shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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.

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance, If UpToDate, Inc. employs others 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 accident and \$1,000,000 each disease.

Professional Liability Insurance, If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, UpToDate, Inc. shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Non-Discrimination

During the performance of this Agreement, UpToDate, Inc., and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in UpToDate, Inc.'s employment practices or in the furnishing of services to recipients. UpToDate, Inc. shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. UpToDate, Inc. and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in the Agreement shall not be deemed to be prohibited discrimination.

Compliance with Terms of State or Federal Grant

If this Agreement has been or will be funded with monies received by You pursuant to a contract with the state or federal government in which You are the grantee, UpToDate, Inc. will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, You will deliver a copy of said contract to UpToDate, Inc., at no cost to UpToDate, Inc.

Independent Contractor

In the performance of work, duties, and obligations under this Agreement, UpToDate, Inc. is at all times acting and performing as an independent Contractor and not as an employee of You. No offer or obligation of permanent employment with You or particular County department or agency is intended in any manner, and UpToDate, Inc. shall not become entitled by virtue of this Agreement to receive from You any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UpToDate, Inc. shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, UpToDate, Inc. shall defend, indemnify, and hold You and the County of Monterey harmless from any all liability, which You may incur because of Contractor's failure to pay such taxes.

Notices

Notices required under this Agreement shall be delivered personally or by first-class postage per-paid mail to You and UpToDate, Inc.'s contract administrators at the addresses listed below.

Natividad Medical Center:

Natividad Medical Center
Attn: Contracts Division
1441 Constitution Blvd
Salinas, CA 93906
Fax: 831-757-2592

UpToDate Inc.:

UpToDate, Inc.
Attn: Legal
230 Third Ave
Waltham, MA 02451
Fax: 781-642-8840

Conflict of Interest

UpToDate, Inc. represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.