



Contract No.: 00093953

May 5, 2026

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

Dear Ladies and Gentlemen,

This letter (the "Letter") and the attached Exhibit A set out the terms and conditions on which UpToDate, Inc. ("UpToDate" or "Contractor") will supply County of Monterey, on behalf of Natividad Medical Center ("You", "Your" or "County") with a subscription to *UpToDate® Enterprise Edition*, which consists of (collectively, the "Licensed Materials"): (i) the UpToDate® online database, software and user documentation ("UpToDate®"), (ii) the UpToDate Pathways ("UpToDate Pathways") and Lab Interpretation ("Lab Interpretation"), and (iii) an on-demand, self-service analytics dashboard and an engagement portal ("Analytics and Engagement Platform"). This Agreement and Your subscription will be valid for an initial period of 3 years (the "Term") commencing on July 01, 2026 (the "Start Date"). Capitalized terms may be defined in this Letter or in Exhibit A.

Subscription Fees: The full price for Your subscription to the Licensed Materials is \$194,531.00 USD (plus tax where applicable) ("Subscription Fee"). UpToDate has developed the following multi-year preferred pricing schedule to allow Your institution to adjust for a subscription to the Licensed Materials at the full annual price.

	Total†
Year 1 – July 01, 2026 through June 30, 2027	\$146,978.00 USD
Year 2 – July 01, 2027 through June 30, 2028	\$164,236.00 USD
Year 3 – July 01, 2028 through June 30, 2029	\$194,531.00 USD

†Plus tax where applicable

We will re-evaluate the pricing at the end of each Year of the multi-year preferred pricing schedule, and provided that the operating statistics do not increase or decrease in manner that would cause Your full annual price to change by more than 5%, the Subscription Fees for the remaining Year(s) of the multi-year preferred pricing schedule will automatically be honored. Any facilities added to or subtracted from the Designated Sites will be incorporated at the then-current pricing.

The Subscription Fee must be paid within 30 days from the time the County Auditor – Controller receives the certified invoice and is subject to all other payment terms set forth in Section 7 of Exhibit A.

License to Use the Licensed Materials: Commencing on the Start Date and continuing through the Term of the Agreement, Your Authorized Users may Access the Licensed Materials on the terms set forth in this Agreement. Your subscription allows Your Authorized Users to Access the Licensed Materials (excluding the Analytics and Engagement

Platform) through any of the following methods elected by You and approved in writing (email is sufficient) by UpToDate:

1. While physically located at the Designated Site(s) via the IP Address(es) or Security agent(s) listed in this Agreement. Additionally, if Your Authorized Users Access the Licensed Materials via this method, they have the option to register for a username and password with UpToDate. Once established, an UpToDate username and password allows the Authorized User to Access Licensed Materials from any Internet-enabled device including desktop computers, laptops, and mobile devices such as the iPhone and Android devices, regardless of Authorized Users location, subject to Registration and Re-verification (as defined in Exhibit A).
2. Via Your password authenticated system(s) as identified to UpToDate (including, for example, Your electronic health record system or Your SSO Solution), which will in turn pass UpToDate a unique identifier.

The Analytics and Engagement Platform may be Accessed solely by your Platform Users via a console hosted by UpToDate. UpToDate will provide your Platform Users with a separate username and password to Access the Analytics and Engagement Platform.

Confirmation of Your Information

The operating statistics on which UpToDate based the Subscription Fee are:

<u>Institution</u>	<u>Residents</u>	<u>Total Clinicians</u>
Natividad Medical Center	30	446
Total	30	446

Designated Sites

Natividad Medical Center
1441 Constitution Blvd
Salinas, California 93906
United States

Natividad Medical Group Prunedale
17615 Moro Road
Prunedale, California 93907
United States

Natividad Medical Group Sanborn
323 N. Sanborn Rd., Ste. E
Salinas, California 93905
United States

IP Addresses

12.177.137.4 - 12.177.137.4

You represent and warrant that: (i) the operating 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) or UpToDate provided Security Agent(s), or via Your SSO Solution; (iii) the IP Addresses above or UpToDate 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 of Your Authorized Users' UpToDate username and password, the IP Addresses above or UpToDate provided Security Agent(s) are only accessible by Authorized Users.

Subscription Confirmation

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

We look forward to providing You with a subscription to the Licensed Materials. We are confident that Your clinicians will find the Licensed Materials to be practical and efficient tools 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,

A handwritten signature in black ink, appearing to read "Jeff Lawrence". The signature is written in a cursive style with a large initial "J" and "L".

5/5/2026 9:06 AM

Finance – Contract Administration
UpToDate, Inc.

Accepted and Agreed to this ____ day of _____, 2026 on behalf of **Natividad Medical Center.**

By: _____

Printed Name: _____

Title: _____

Natividad Medical Center.

Accepted and Agreed to this ____ day of _____, 2026 on behalf of **UpToDate, Inc.**

By: _____

Printed Name: _____

Title: _____

UpToDate, Inc.

By: _____

Printed Name: _____

Title: _____

UpToDate, Inc.

EXHIBIT A**1. 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": The Letter and any exhibits attached thereto, including this Exhibit A.

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

"Effective Date": The date last set forth on the signature page of the Agreement.

"Platform Users": A subset of no more than 10 Authorized Users identified by You who are permitted to Access the Analytics and Engagement Platform.

"Registration": The process by which an Authorized User provides limited demographic data to UpToDate to either (i) register for an UpToDate username and password; or (ii) initiate Access to the Licensed Material via Your SSO Solution. In order to Access the Licensed Materials via Your SSO Solution, an Authorized User must complete Registration prior to their first instance of Access via Your SSO Solution.

"Re-verification": The process by which an Authorized User verifies their UpToDate username and password. Authorized Users are required to log-in, using their UpToDate username and password, at least once every 90 days via the IP address(es) or UpToDate 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 via their UpToDate username and password will be suspended. In the event of suspension, Authorized Users may Re-verify by logging-in, using their UpToDate username and password, via the IP address(es) or UpToDate provided Security Agent(s) any time thereafter during the Term to resume Access via their UpToDate username and password.

"SSO Solution": The single sign on technology identified by You and approved by UpToDate.

"Start Date": The start date set forth in the first paragraph of the Letter.

2. Grant of License; SSO Services

UpToDate, in consideration of payment of the Subscription Fee and subject to the terms and conditions of the Agreement, grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable license: (a) for Your Authorized Users to Access the Licensed Materials (excluding the Analytics and Engagement Platform) solely for the purpose of: (i) research and other scholarly activities; or (ii) providing diagnostic treatment or other medical services to patients; and (b) for Your Platform Users to Access the Analytics and Engagement Platform solely for Your internal and non-commercial purposes. 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 Agreement, this Agreement shall take precedence.

UpToDate will perform services to allow Your Authorized Users to Access the Licensed Materials (excluding the Analytics and Engagement Platform) via Your SSO Solution (collectively, "SSO Services"), provided that You make Your resources available to support UpToDate's performance of the SSO Services and perform any technical requirements reasonably requested by UpToDate to allow Your Authorized Users to Access the Licensed Materials via Your SSO Solution. You acknowledge and agree that Your timely performance of any requirements requested by UpToDate under this section is critical to the success of the SSO Services, and UpToDate will not be responsible or liable for any delays in the SSO Services caused by or resulting from Your failure to perform any requirements requested of You under this section. You acknowledge and agree that You will use good faith efforts to implement Access to the Licensed Materials via Your SSO Solution prior to the expiration or termination of the Term. All SSO Services will be performed remotely and all communications will occur electronically, including, for example, by email, telephone, or online meetings.

You represent and warrant that You have obtained all necessary licenses, authorizations, consents and/or rights necessary to use, and to allow UpToDate to use, any third-party software or systems licensed to or otherwise used by You with which the Licensed Materials will integrate and/or otherwise interact with as described in this Agreement, including Your SSO Solution. You represent and warrant that UpToDate is not prohibited from performing the SSO Services or other services set forth in this Agreement pursuant to any agreement to which You are a party. You acknowledge and agree that the SSO Services and Your Authorized User's ability to Access the Licensed Materials through Your SSO Solution are based on and intended to function solely with the configuration, specifications, and/or standards of Your organization's systems and/or any

applicable third-party software or systems, including, without limitation, Your SSO Solution configuration, specifications and/or standards, in effect as of the date on which Your SSO Solution is identified to and approved by UpToDate.

3. Term and Termination

The Agreement will commence on the Effective Date and continue through the Term, unless earlier terminated in accordance with the provisions herein.

You have the right to terminate this Agreement if UpToDate materially breaches this Agreement and such breach is not cured within 30 days of UpToDate receiving written notice of such breach from You (the "Cure Period"). The end date of the Cure Period will become the effective date of termination and a pro-rated refund of the Subscription Fees actually paid by You for any remaining months of the Term will be provided to You.

UpToDate may terminate this Agreement if You or Your Authorized Users materially breach this Agreement and such breach is not cured within 30 days of You receiving written notice of such breach from UpToDate (15 days in the case of non-payment).

Upon termination or expiration of the Agreement, Your subscription and associated rights shall expire, unless You have renewed Your annual subscription on UpToDate's then-current terms. Upon termination or expiration of the Agreement, You shall promptly return or destroy any Licensed Materials and copies thereof in Your possession.

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.

The County's payment to CONTRACTOR 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 the County's continued performance under this Agreement in any subsequent fiscal year, then the County may terminate this Agreement, in whole or in part, effective upon the later of: (a) the last day of the then-current fiscal year for which appropriations have been made for this Agreement, or (b) the effective date specified in the County's notice of termination pursuant to this paragraph. Upon such termination, the County shall be liable only for payment of fees not subject to a Bona Fide Dispute attributable to services performed in accordance with the Agreement through the effective date of termination. The County shall have no liability for any cancellation charges, lost profits, reliance damages, or other consequential, incidental, or special damages arising from a termination for lack of government funding. The County shall provide UpToDate with written advance notice of non-appropriation or funding shortfall after the County's Board of

Supervisors adopts a budget or takes other official action that results in the non-availability of funds for this Agreement; provided, however, that failure to provide such advance notice shall not invalidate or delay termination effective as provided herein. The County's notice shall identify the affected fiscal year and state whether the termination is in whole or part. In the event of partial termination, the parties shall confer in good faith regarding a fair and reasonable adjustment to the scope, schedule, and pricing strictly limited to the then-available appropriations for the current fiscal year. The County shall not be liable for any services rendered or costs incurred after the termination date unless expressly agreed to in writing by the County.

4. Authorized Access

You acknowledge that the Licensed Materials are for the use of Your Authorized Users. Access by Authorized Users is permitted so long as Access occurs in accordance with the methods of Access set forth in the Letter. Use of the Licensed Materials by any person who is not an Authorized User is expressly forbidden. Users of public libraries at the Designated Sites are only Authorized Users while physically present at the library.

5. Verified Access Methods

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

6. Audit

You agree that UpToDate 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 that is in violation of the terms of the Agreement, You shall reimburse UpToDate for all reasonable expenses related to such audit.

7. Fees and Payments

You will pay the agreed upon Subscription Fees not subject to a Bona Fide Dispute via Automated Clearing House (ACH) or company check as directed in the applicable invoice 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 such 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. You may withhold any invoiced amounts that You reasonably dispute in good faith ("Bona Fide Dispute") provided that You shall (1)

promptly, but no later than 30 days after receipt of such invoice, give written notice to UpToDate stating the details of any such dispute, (2) timely pay all undisputed amounts on such invoice, and (3) work in good faith with UpToDate to resolve such dispute. Upon resolution of the dispute, You will pay all amounts determined to be due to UpToDate within 15 days of such resolution.

8. Marketing Support

UpToDate will assist You in increasing usage of the Licensed Materials during the Term 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 to include Your name in UpToDate's list of subscribers.

9. Systems Performance

During the Term, the Licensed Materials may be updated by UpToDate. During this time, the Licensed Materials may be unavailable for up to 2 hours per month, and Authorized Users Accessing the Licensed Materials at this time will see a notice that the Licensed Materials are being updated. UpToDate 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 to furnish more frequent updates or to create enhancements.

For online Access from a desktop (or laptop) computer, the Licensed Materials are validated for use with the current versions of the browsers and the technical specifications UpToDate supports. For a current list of those technical specifications please see: <http://www.uptodate.com/help/manual/sysreq>.

The Licensed Materials are 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.

10. 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 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.

11. Ownership

The Licensed Materials are the sole and exclusive property of UpToDate (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 acknowledge that the Licensed Materials include software which is proprietary and confidential to UpToDate, 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 or its licensors. You shall not, during the Term 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.

12. 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. 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 the Licensed Materials 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 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 reserves all other rights. There is no implied right to use the Licensed Materials.

In addition to its rights set forth in Section 3 (Term and Termination) but excluding "Re-verification" above, UpToDate 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 believes in good faith that any Authorized User has committed a breach of security or violated the terms of this Agreement.

13. 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.

14. Data

a) Protected Health Information. UpToDate is not intended to receive protected health information or "PHI" (as defined under the Health Insurance Portability and Accountability Act, also known as "HIPAA") in connection with this Agreement and You shall not, and shall not permit Your Authorized Users, to provide UpToDate with or allow UpToDate access to, any PHI as part of this Agreement.

b) Data Use. UpToDate may collect information regarding Access of the Licensed Materials by Authorized Users including, but not limited to: (i) the URL that an Authorized User visits from, or visits after, Accessing the Licensed Materials; (ii) information broadcast by the Authorized User's computing device, such as the Internet browser used, the type of operating system used, device identifier, the Authorized User's location, the Authorized User's IP address, and other similar information, (iii) information about the Authorized User's Access of the Licensed Materials, such as queries submitted, content viewed, other information used to track a session, or for system administration purposes, and (iv) if applicable, limited registration information if an Authorized User registers for a username and password to Access the Licensed Materials or redeems Continuing Medical Education credits. UpToDate has the right to use and disclose any information collected for purposes, including, but not limited to: (a) making the Licensed Materials available to You and Your Authorized Users, (b) performing services, system administration and providing support under this Agreement, (c) providing reports to You and Your Authorized Users (for example, if applicable, Continuing Medical Education reports), (d) if applicable, redeeming an Authorized User's accumulated Continuing Medical Education credits (only upon such Authorized User's request), (e) monitoring Your and Your Authorized Users' use of the Licensed Materials to ensure compliance with this Agreement and applicable law, (f) improving or modifying the Licensed Materials or creating derivative or new products and services, (g) marketing or advertising, including sending information and notices of new functionality or services to current or former registered Authorized Users, and/or (h) research or population health initiatives.

c) De-Identification, Anonymization, and Aggregation. With regard to information UpToDate collects through Authorized User's Access of the Licensed Materials including the information identified in this

section, UpToDate shall have the right to anonymize and aggregate such information with other customers' information, UpToDate will own all such de-identified and/or anonymized information, provided that You will not hereby be prevented from yourself creating and using Your own information.

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

15. Access to Books and Records

To address the requirements of Section 952 of Public Law 96-499 (42 US Code 1395x(v)(1)(I)), UpToDate 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 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.

During the Term of the Agreement, You shall have the right to examine audit UpToDate solely to the extent relevant to the Subscription Fees charged by UpToDate under this Agreement. UpToDate shall provide to You all records, documents, and other pertinent information with respect to matters connected with the performance of this Agreement. Any such audit shall be at Your sole cost and expense. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$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.

16. 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.

17. 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.

18. Limited Warranty

UpToDate warrants that the Licensed Materials made available to You through the IP addresses listed in the 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 from You. This is Your sole and exclusive remedy, and UpToDate's sole liability, for breach of this warranty.

UpToDate agrees to indemnify You against any third party claim that the Licensed Materials infringe a U.S. copyright, patent, or trademark ("IP Claims"), and any damages awarded on such a claim, provided that You provide UpToDate 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, UpToDate shall have the option of terminating this Agreement and refunding a

prorated portion of the fees paid by You for the unused portion of the then-current Term and terminating Your right to use the Licensed Materials. The foregoing indemnity and optional termination shall be Your sole remedy and UpToDate's sole obligation and liability in the event of any IP Claim.

NEITHER UPTODATE 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.

19. Limitation of Liability

IN NO EVENT WILL UPTODATE, ITS AFFILIATES OR LICENSORS 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 OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL UPTODATE'S OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT IN THE AGGREGATE EXCEED THE FEES PAID BY YOU TO UPTODATE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

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.

20. Confidentiality

"Confidential Information" shall mean any information regarding either party's (the "Disclosing Party") intellectual property rights, product designs and plans, product development plans, release dates, strategies, pricing, and other marketing and technical information and other unpublished information provided to the other party ("Receiving Party"); and all other information which the Disclosing Party characterizes as confidential at the time of its disclosure either in writing or orally, except for information which the Receiving Party can demonstrate: (a) is previously rightfully known to the Receiving Party without restriction on disclosure; (b) is or

becomes, from no act or failure to act on the Receiving Party's part, generally known in the relevant industry or public domain; (c) is disclosed to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the Receiving Party without access to the Confidential Information. The Receiving Party shall at all times, both during the Term hereof and for a period of at least three years after termination of the Agreement, keep in confidence all such Confidential Information. Except as expressly permitted under this Agreement, the Receiving Party 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 the Disclosing Party. The Receiving Party shall not use any Confidential Information other than in the course of the activities permitted hereunder. The Receiving Party shall only disclose Confidential Information to another employee or contractor who has a need to know such information and is subject to obligations of confidentiality substantially similar to those set forth herein. The Receiving Party shall notify the Disclosing Party 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 the Disclosing Party in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If the Receiving Party is legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, the Receiving Party will: (i) immediately notify the Disclosing Party prior to such disclosure to allow the Disclosing Party an opportunity to contest the disclosure; (ii) assert the privileged and confidential nature of the Confidential Information; and (iii) cooperate fully with the Disclosing Party 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, the Receiving Party shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements. At the request of a party upon termination or expiration of this Agreement, the other party agrees to destroy all copies of Confidential Information in its possession. Notwithstanding the foregoing, UpToDate shall be entitled to keep copies of Confidential Information (i) preserved or recorded in any application, computerized data storage device or component (including any hard drive or database) or saved automatically to standard back-up or archival systems, and/or (ii) as required by applicable law or regulation; provided, that such Confidential Information shall remain subject to the confidentiality requirement of this Section. The Disclosing Party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this Section.

UpToDate acknowledges that this Agreement and any amendments thereto, including pricing information set forth in the Agreement and amendments thereto, and all records related to its the Agreement's formation, UpToDate's performance of services, and Your payment

are subject to the California Public Records Act ("CPRA"). Such records shall be disclosed for public inspection and copying only to the extent required by applicable law and shall be subject to any applicable exemptions from disclosure under federal, state or local law. Nothing in this Agreement or any amendments thereto shall be construed as requiring the County to disclose information that is exempt from disclosure under the CPRA or other applicable law, or as waiving any protections available to UpToDate with respect to its Confidential Information.

21. General

This Agreement, and any disputes arising out of or related hereto, is governed by and enforced in accordance with the laws of the State of California, including its statutes of limitations, without regard to any law or statutory provision which would require or permit the application of another jurisdiction's substantive law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The courts located in Salinas, California, will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT

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. 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.: 00093953 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."

In addition to any other provision of this Agreement that by their terms survive termination of this Agreement, the following provisions of this Agreement will survive expiration or termination of this Agreement: Sections 7, 11, 12, 14-16 and 18-21.

22. Insurance.

Subject to the policies' terms and conditions, UpToDate will maintain, at its cost and expense, the following minimal levels of insurance:

TYPE OF COVERAGE	Minimum Coverage (US Dollars)
Commercial General Liability	\$1,000,000 per claim made \$2,000,000 aggregate
Cyber and Professional Liability Including Data and Network Wrongful Act liability, Tech & Professional Services Liabilities, Media Services Liabilities (defamation, libel, slander, product disparagement), Regulatory Defense and Penalties liability, and certain other cyber and error & omissions coverages	\$5,000,000 per occurrence and in the aggregate

UpToDate will, upon written request, provide You with commercially acceptable proof of insurance evidencing that the above noted insurance requirements have been satisfied. The requirements set forth in this section will not in any manner increase or otherwise affect the limits of UpToDate's liability in connection with the transactions contemplated by this Agreement.

23. 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.

County of Monterey:
 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

24. Non-Discrimination.

UpToDate shall comply with the requirements of 41 CFR §§ 60-1.4(a) (Equal Opportunity Clause), 60-300.5(a) (Affirmative Action and Nondiscrimination Obligations of Federal Contractors and Subcontractors Regarding Disabled Veterans, Recently Separated Veterans, Active Duty Wartime or Campaign Badge Veterans, and Armed Forces Service Medal Veterans), and 60-741.5(a) (Affirmative Action and Nondiscrimination Obligations of Federal Contractors and Subcontractors Regarding Individual with Disabilities), in each case, to the extent applicable to the operation of UpToDate's business.