

Contract No.: 00033899

February 17, 2022

County of San Mateo
222 W 39th Ave
San Mateo, California 94403-4364
United States

Dear Ladies and Gentlemen,

This letter (the "Letter") and the attached Subscription and License Terms set forth in Exhibit A set out the terms and conditions on which UpToDate, Inc. ("UpToDate") will supply County of San Mateo ("You" or "Your") with a subscription to *UpToDate Anywhere*, which consists of the *UpToDate*® online database, software and user documentation (the "Licensed Materials"). This Agreement (as defined below) and Your subscription will be valid for a term of 5 years (the "Term") commencing on March 1, 2022. Capitalized terms may be defined in this Letter or in the attached Exhibit A. This Letter, along with the Exhibit A and Exhibit E, are collectively referred to herein as the "Agreement."

Subscription Fees: The 5 year Subscription Fee for Your UpToDate Anywhere license are as follows:

	Total†
Year 1 – March 01, 2022 through February 28, 2023	\$88,966.00 USD
Year 2 – March 01, 2023 through February 29, 2024	\$93,414.00 USD
Year 3 – March 01, 2024 through February 28, 2025	\$98,085.00 USD
Year 4 – March 01, 2025 through February 28, 2026	\$102,989.00 USD
Year 5 – March 01, 2026 through February 28, 2027	\$108,139.00 USD

†Plus tax where applicable

Any facilities added to or subtracted from the Designated Sites will be incorporated at the then-current pricing.

The Subscription Fees for each Year in the pricing schedule above must be paid within 30 days of the start date of each respective Year. After the final Year of the pricing schedule, the Subscription Fees will be re-evaluated by the parties for possible extension or renewal of the Agreement. This quote is valid for 60 days from the date of this Letter and is confidential to the extent permitted by law.

License to Use the Licensed Materials: For the above Subscription Fees, UpToDate will grant Your Authorized Users access to use the Licensed Materials on the terms set forth in this Agreement. This subscription allows Your Authorized Users to Access the Licensed Materials 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, which will in turn pass UpToDate a unique identifier; and
- Authorized Users have the option to establish a username and password with UpToDate. Once established, a 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.

Confirmation of Your Information

Your operating statistics are:

Institution	Inpatient Admissions	Clinicians	Residents
Daly City Youth Health Center		4	
Ron Robinson Senior Care Center		7	
Daly City Clinic		17	
County of San Mateo*	1,940	93	16
Sequoia Teen Wellness Center		2	
Fair Oaks Clinic		36	
South San Francisco Clinic		6	
Coastside Clinic		11	
Total	1,940	176	16

Designated Sites

Daly City Youth Health Center
 2780 Junipero Serra Blvd
 Daly City, California 94015
 United States

Daly City Clinic
 380 90th St
 Daly City, California 94015
 United States

Ron Robinson Senior Care Center
 222 W 39th Ave Fl 1
 San Mateo, California 94403
 United States

County of San Mateo
 222 W 39th Ave
 San Mateo, California 94403
 United States

San Mateo Medical Center Edison Clinic
222 W 39th Ave
San Mateo, California 94403
United States

Sequoia Teen Wellness Center
200 James Ave
Redwood City, California 94062
United States

Fair Oaks Clinic
2710 Middlefield Rd

Redwood City, California 94063
United States

South San Francisco Clinic
306 Spruce Ave Fl 2
South San Francisco, California 94080
United States

Coastside Clinic
225 Cabrillo Hwy S Ste 200A
Half Moon Bay, California 94019
United States

IP Addresses

204.114.32.0 - 204.114.63.255

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) and/or UpToDate provided Security Agent(s) listed above; (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 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 promptly 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 *UpToDate* Services to be practical and efficient tools with which to effectively manage clinical issues in practice.

Your account manager, Pamela Harlem, 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,



1/14/2022 9:55 AM
Finance – Contract Administration
UpToDate, Inc.

Accepted and Agreed to this 25TH day of February, 2022 on behalf of **County of San Mateo**.

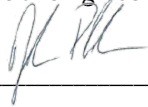
By:  _____

Printed Name: Tamara C Seney

Title: Buyer

County of San Mateo.

Accepted and Agreed to this 24 day of February, 2022 on behalf of **UpToDate, Inc.**

By:  _____

Printed Name: John Phelan

Title: Contract Manager

UpToDate, Inc.

EXHIBIT A

UpToDate Anywhere Subscription - UpToDate, Inc. Subscription and License Terms

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": 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.

"Registration": The process by which an Authorized User creates a username and password via the IP address(es) or UpToDate 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 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 provided Security Agent(s) any time thereafter during the Term to resume Access via username and password.

2. Grant of License

UpToDate, in consideration of payment of the applicable Subscription Fees (as set forth in the Letter) and subject to the terms and conditions below, grants You a limited, revocable, non-exclusive, non-transferable license for Your Authorized Users to Access the Licensed Materials solely for the purpose of: (i) research and 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 Agreement, this Agreement shall take precedence.

3. 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 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 subscription, from the effective day of termination to the normal end-date of the subscription period, 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 the Cure Period (15 days in the case of non-payment).

In the event that no funds are appropriated or budgeted by Your governing board in any fiscal year to pay the costs associated with Your obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by You to be, insufficient to pay the costs associated with Your obligations hereunder in any fiscal period, then You will notify UpToDate of such occurrence and either You or UpToDate may terminate this Agreement by notifying the other in writing. Termination in accordance with the preceding sentence shall mean this contract will be canceled by You without penalty or further expense to You, except to the extent that You have received services hereunder for which You have not paid the Subscription Fees due and owing. You agree that You shall use good faith efforts to obtain any funding required to pay for the services hereunder. Upon termination or expiration of Your subscription, Your subscription and associated rights shall expire, unless You have renewed Your annual subscription on UpToDate's then-current terms. At the request of UpToDate following termination or expiration of the subscription, You shall promptly return or destroy any Licensed Materials and copies thereof in Your possession.

4. 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 (as designated in the Letter); or (ii) via Your password authenticated system(s) as identified to UpToDate, which will in turn pass UpToDate 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.

5. Verified IP Addresses

You warrant that the IP address(es) provided by You to UpToDate and any UpToDate 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 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 within 30 days of the date of invoice. UpToDate reserves the right to suspend Access due to late payment, after reasonable prior notice, 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.

8. Marketing Support

UpToDate will assist You in increasing 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 to include Your name in UpToDate's list of subscribers.

9. Systems Performance

During the Term, the Licensed Materials will be updated by UpToDate. During this time, the online service may be unavailable for up to 2 hours per month, and users Accessing the Licensed Materials at this time will see a notice that UpToDate online is 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 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 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, 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 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.

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.

Your registered Authorized Users may not 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 Section 3 (Term and Termination) but excluding "Re-verification" above, UpToDate reserves the right in its sole discretion to limit or suspend, by electronic self-help or other means and without notice, access by particular Authorized User(s), if UpToDate reasonably believes in good faith that such Authorized User has committed a breach of security or violated the material 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. Privacy / HIPAA

UpToDate does not collect any individually identifiable health information from You. UpToDate, Inc. is not a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended.

UpToDate 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 each solely for the following purposes: (i) to make the Licensed Materials available to You, (ii) to provide support for your Authorized Users, (iii) for system administration, (iv) to provide reports to You and Your Authorized Users (for example, Continuing Medical Education reports), (v) at Authorize User's request, to disclose such information to accredited organizations to redeem such Authorizer User's accumulated continuing medical education credits, (vi) to track Your Authorized User's use of the Licensed Materials to ensure compliance with this Agreement, and (vii) to improve or modify the Licensed Materials or create derivative or new products and services. UpToDate may send information and notices of new services offered by UpToDate to Registered Authorized Users. Registered Authorized Users have the ability to opt out of receiving email regarding such information and new services from UpToDate. With regard to information UpToDate collects through Authorized User's Access of the Licensed Materials, including the information identified above, You grant UpToDate the right to de-identify and aggregate such data with other customers of UpToDate and internally use or disclose to third parties such data solely for the following purposes: a) determining UpToDate

customers' compliance with the terms of their agreements with UpToDate, b) improving or modifying the Licensed Materials or creating derivative or new products and services, c) creating analytics relating to UpToDate's customer's and their Authorized Users' use of UpToDate, d) research related to (i) healthcare or (ii) the improvement, development and/or use of the Licensed Materials or other UpToDate health care related products, and (e) population health initiatives. In all cases, such de-identified and aggregated data shall not reference You or any of Your affiliates or entities directly or indirectly, and shall not be used or referenced in any manner that can be attributable to or traced back to You or any of Your affiliates or entities.

UpToDate reserves the right to (i) release current or past user information to employees, contract personnel, attorneys, accountants, or other advisors or agents of UpToDate, whether or not the information identifies a particular person for limited purposes in the event UpToDate believes that the Licensed Materials are being used in violation of this Agreement or to commit unlawful acts, and/or (ii) disclose such information where UpToDate is required to do so to comply with applicable laws or regulations, or comply with a court or regulatory order.

Except as stated in the above paragraph, UpToDate will not disclose, distribute, license, transfer, or share the information described in this Section 14 with any third parties without Your prior written consent.

15. Access to Books and Records

To address the requirements of Section 952 of Public Law 96-499 (42 US Code 1395 (x)(V)(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. UpToDate will not carry out any services through a subcontract with another organization and the duties under this Agreement may not be assigned or delegated.

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. The foregoing does not cover claims or actions based upon or arising out of: (i) any use of the Licensed Materials in combination with other products not provided by UpToDate or products with which the Licensed Materials are not authorized or intended to be used, (ii) modification or alteration of the Licensed Materials by any person other than UpToDate or its authorized agent, (iii) any use of the Licensed Materials in breach of this Agreement, (iv) events that do not occur during the Term, (v) use of a superseded or altered version of some or all of the Licensed Materials if infringement would have been avoided or mitigated by the use of a subsequent unaltered version of the Licensed Materials that is provided to You, (vi) failure by You to use a correction provided by UpToDate if infringement would have been avoided or mitigated by the use of such a correction, or (vii) specifications, data, or instructions provided by You. In the event such a claim is made against You or anticipated by UpToDate, then UpToDate may, in its sole discretion and at its expense: (i) procure the right for You to continue using the Licensed Materials, (ii) modify the Licensed Materials to render it non-infringing, or (iii) replace the Licensed Materials with a reasonably equivalent non-infringing service. If none of the foregoing is commercially practicable, UpToDate may terminate this Agreement and refund 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

EXCEPT FOR THE INDEMNITY PROVIDED AGAINST THIRD PARTY CLAIMS AS EXPRESSLY PROVIDED IN SECTION 18, IN NO EVENT WILL EITHER PARTY, THEIR AFFILIATES OR LICENSORS, EMPLOYEES, AGENTS OR REPRESENTATIVES 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 SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO (A) YOUR PAYMENT OF SUBSCRIPTION FEES DUE, (B) YOUR VIOLATION OF THE LICENSE GRANT IN SECTION 2 OR OF UPTODATE'S INTELLECTUAL PROPERTY RIGHTS IN THE LICENSED MATERIALS, AND (C) IN RELATION TO THE INDEMNITY PROVIDED AGAINST THIRD PARTY CLAIMS AS EXPRESSLY PROVIDED IN SECTION 18, IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS 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. THE LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND IS INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE).

20. Confidentiality

The parties acknowledge that the County of San Mateo is a public entity subject to the provisions of the California Public Records Act. "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, and other marketing and technical 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 in writing except for information which: (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. 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 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 in response to a valid order of court or other governmental regulatory body, then, prior to such disclosure, the Receiving Party will: (i) promptly notify the Disclosing Party prior to such disclosure to allow the Disclosing Party an opportunity to contest the disclosure. 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.

The parties acknowledge that the You are a public entity subject to the provisions of the California Public Records Act. , (California Government Code §6250 et. seq.). If You receives a Public Records Request pertaining to UpToDate, You will use its best efforts to notify UpToDate of the request and to provide UpToDate with a description of the material that You deem responsive and the due date for disclosure ("Response Date"). If UpToDate asserts that some or all of the material requested contains or reveals valuable trade secrets or other information belonging to UpToDate that is exempt from disclosure and directs You in writing to withhold such material from production ("Withholding Directive"), then You will comply with the Withholding Directive on the condition that UpToDate obtains judicial relief on or before the Response Date. Should UpToDate fail to obtain judicial relief on or before Response Date, You may proceed with the disclosure of responsive documents.

21. 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 the SF Bay Area, California.

In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of this Agreement 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.: 00033899 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.

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

UpToDate recognizes and is fully dedicated to advancing San Mateo Medical Center's (SMMC) commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

UpToDate will comply with all Federal, State or other governmental health care program requirements.

UpToDate has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

UpToDate is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

UpToDate will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). UpToDate will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

***TO REPORT VIOLATIONS,
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

UpToDate, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit UpToDate to this Code of Conduct, and has committed UpToDate to comply with this Code of Conduct.