

**SECOND AMENDMENT
TO THE
SOFTWARE LICENSE AGREEMENT**

This Second Amendment to the Lexicomp Software License Agreement (“Amendment”) is made effective as of December 31, 2015 (“Amendment Effective Date”) by and between Wolters Kluwer Clinical Drug Information, Inc. formerly known as Lexi-Comp, Inc., an Ohio Corporation, located at 1100 Terex Road, Hudson, Ohio 44236 (hereafter “WKCDI”), and San Mateo Medical Center (hereafter “Customer”) having a place of business at 222 West 39th Avenue, San Mateo, CA 94403. WKCDI and Customer are collectively referred to herein as the “parties” and individually as a “party”.

Background

- A. Customer and Lexicomp entered into that certain Software License Agreement dated December 31, 2012 (the “Agreement”).
- B. Lexi-Comp, Inc. changed its name to Wolters Kluwer Clinical Drug Information, Inc. effective April 8, 2015.
- C. The parties desire to amend the Agreement as set forth herein.

Agreement

NOW, THEREFORE, the parties hereby agree to as follows:

- 1. Change the name of the vendor in the Agreement from Lexi-Comp, Inc. to Wolters Kluwer Clinical Drug Information, Inc.
- 2. Extended Term. The parties agree to extend the Subscription Term for an additional five year period beginning on the Effective Date and ending on December 30, 2020 (“Renewal Term”). This Second Amendment shall replace the First Amendment in its entirety, and upon execution of this Second Amendment, the First Amendment dated December 31, 2015 will be terminated as of the Amendment Effective Date shown above.
- 3. The following is added to Exhibit B as follows.

Annual License Fees. Customer shall be invoiced Annual License Fee in accordance with the following schedule during the Renewal Term:

December 31, 2015 – December 30, 2016	\$26,212
December 31, 2016 – December 30, 2017	\$26,998
December 31, 2017 – December 30, 2018	\$27,808
December 31, 2018 – December 30, 2019	\$28,642
December 31, 2019 – December 30, 2020	\$29,501

In no event shall County’s total fiscal obligation under this Agreement exceed TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000).

All other terms and conditions of Exhibit B shall remain in full force and effect.

4. General. All other terms and provisions of the Agreement shall remain in full force and effect. This Amendment shall take effect on the Amendment Effective Date, and any and all provisions of the Agreement not expressly amended herein shall remain in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same.

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

WOLTERS KLUWER CLINICAL DRUG INFORMATION, INC.

Kay Janney Manager, Contracts
Contractor's Signature

Date: 3/3/16