



ELSEVIER MASTER AGREEMENT

This Elsevier Master Agreement is entered into as of June 01, 2023 (“Effective Date”) by and between Tehama County Health Services Agency, 818 Main Street, Red Bluff, CA 96080, USA (“Client”), and Elsevier Inc., Four Penn Center, 1600 John F Kennedy Blvd, Philadelphia, PA 19103, USA (“Elsevier”).

The general terms and conditions are set forth herein, with specific Products (as defined herein) licensed under this Elsevier Master Agreement which may be added via schedules from time to time by execution of subsequent schedules (each a “Schedule”) subject to the terms and conditions set forth therein (“Product Specific Terms”). All Schedules signed in conjunction with this Elsevier Master Agreement or subsequently added will be incorporated by reference into this Elsevier Master Agreement. Each such Schedule, together with the terms and conditions of this Elsevier Master Agreement, are referred to collectively herein as the “Agreement”. In the event of any conflict between the terms of this Elsevier Master Agreement and any Product Specific Terms, the Product Specific Terms will govern with respect to the applicable Product(s).

SECTION 1. SCOPE.

1.1 *Authorized Uses of the Products.*

Elsevier hereby grants to Client the non-exclusive, non-transferable, right to access and use the products and services identified in the attached Schedules (“Products”) and provide the Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement and the Product Specific Terms set forth in the applicable Schedule(s).

1.2 *Authorized Users/Sites.*

“Authorized Users” and “Sites” are the users and sites identified in the Product Specific Terms applicable to each Product.

1.3 *Restrictions on Use of Products.*

Except as expressly stated in this Agreement or otherwise permitted in the applicable Product Specific Terms or in writing by Elsevier, Client and its Authorized Users may not:

- deliver or otherwise make the Products directly or indirectly available to anyone other than Authorized Users;
- abridge, modify, translate, examine, test, subject to simulated input, reverse engineer, duplicate, or create any derivative work based on the Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, trademarks, or other proprietary notices or disclaimers as they appear in the Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or any similar or equivalent process, to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Products; or
- reproduce, transfer, sublicense or redistribute the Products (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof.

Authorized Users who are individuals who are independent contractors (or are employed by independent contractors) may use the Products only for the purposes of the contracted work for Client.

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TEHAMA COUNTY
AGREEMENT 215PA23

1.4 *Intellectual Property Ownership.*

Client acknowledges that all right, title and interest in and to the Products and documentation, all copies thereof, and all modifications, changes, conversions, upgrades, additions and enhancements thereto, including all applicable rights to confidential information and methodologies, patents, copyrights, trademarks, trade names, service marks, inventions, know-how, mask work rights, trade secrets and all other intellectual property rights inherent therein and appurtenant thereto, including all ideas, concepts, know-how, or techniques relating thereto developed during the course of this Agreement by Elsevier, belongs to and remains exclusively with Elsevier or its suppliers, subject only to the limited rights and license expressly granted to Client herein. Client acknowledges further that the unauthorized redistribution of the Products could materially and irreparably harm Elsevier and its suppliers.

Except as otherwise provided in the Product Specific Terms, any modification or enhancement to any Product developed by Client with or without advice or support by Elsevier or by Elsevier for Client, whether or not reimbursed by Client and whether or not developed in conjunction with Client's employees, agents, or contractors, are the exclusive property of Elsevier. During and following the Term of this Agreement, Elsevier may use, copy, store, transmit and reformat all aggregated, de-identified data from Client's use of the Product for its own business purposes.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Products.*

Elsevier will make the Products accessible to Client and its Authorized Users as set forth in the applicable Product Specific Terms, or as may be otherwise set forth herein.

2.2 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. In addition, for Products for which content is routinely updated, Elsevier may withdraw certain content for editorial, usage, currency, or other commercially reasonable reasons.

SECTION 3. CLIENT PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to each Product will be authenticated as provided for in the applicable Product Specific Terms.

3.2 *Protection from Unauthorized Access and Use.*

Client will:

- limit access to and use of the Products to Authorized Users;
- notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Products only to Authorized Users, not divulge any passwords or credentials to any third party, notify all Authorized Users not to divulge any passwords or credentials to any third party, and promptly request that Elsevier revoke any passwords or credentials to those who are no longer Authorized Users; and
- upon becoming aware of any unauthorized use of the Products, promptly notify Elsevier of such unauthorized use, identify the origination of such unauthorized use, and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Products, Elsevier may immediately suspend the access and/or require that Client immediately suspend the access from where the unauthorized use occurred upon notice to the Client.

3.3 Patient Care.

Client acknowledges and agrees that Elsevier and its affiliates, subsidiaries, agents, and suppliers ("Elsevier Covered Entities") provide no medical advice in connection with the Products, that the Products are designed for and are intended to be used by trained healthcare professionals exercising knowledge and discretion in application of the Products, and that the duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care. The information contained in the Products may include or incorporate third party information which is not subject to evaluation by Elsevier and the Products are intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of healthcare professionals in patient care. Client assumes all responsibilities, duties, and obligations for any treatment, decision, or advice made or given to third parties as a result of the use or application of the Products.

SECTION 4. FEES AND PAYMENT TERMS.

Client will pay Elsevier in accordance with the fee schedules for each Product as set forth in the Product Specific Terms in the applicable Schedules (the "Fees"). Unless otherwise stated therein, Fees are due within thirty (30) days of invoice. Late payments will be subject to interest charges of 1% per month on any unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax, and Client will be liable for any such taxes in addition to the Fees. Client shall make all payments due under this Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. Where Client is indebted to Elsevier for any other product or service under any other Schedule, Elsevier reserves the right to withhold supply of the Product(s) under the current Schedule until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received by Client, to clear any of Client's outstanding debts to Elsevier. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Products without incurring liability if (i) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or, (ii) any invoice is outstanding under previous subscription agreements between parties for the Products. The suspension of Client's access for non-payment or on any other grounds provided herein is without prejudice to Client's obligation to pay its outstanding and future invoice amounts in full.

During the term of this Agreement, and for up to one (1) year after all Fees due hereunder for use of the Products cease to be incurred by Client, upon reasonable notice to Client, Elsevier and/or its agents or representatives may audit Client's compliance with this Agreement, including any Schedules attached hereto. During this time, Client will keep and maintain clear, accurate, and complete books and records, including, without limitation, all records relating to Client's compliance with this Agreement and relating to the Fees payable hereunder. In the event that any fees payable hereunder are variable based on usage or other factors, if an audit reveals an underpayment by Client, Client will promptly make any such payments, including interest and charges as provided in this Section 4, and in the event of an underpayment of five percent (5%) or more will reimburse Elsevier for the cost of such audit.

SECTION 5. TERM AND TERMINATION.

5.1 Agreement Term.

The term of this Agreement will commence on the Effective Date and continue until terminated as provided for herein. Either party may terminate this Agreement upon thirty (30) days written notice if at any time there are no active Product Specific Term Schedules. The term of use for each Product will be as set forth in the applicable Schedule, provided that either party may terminate any Schedule as provided for herein.

5.2 Termination of Discontinued Products.

If a Product licensed under a Schedule to this Agreement is discontinued, Elsevier may terminate the discontinued Product from the applicable Schedule by providing at least ninety (90) days prior written notice, along with a prorated refund of any prepaid license Fees for the discontinued Product.

5.3 Effect of Expiration or Termination.

Except as may be otherwise provided for in the Product Specific Terms for any particular Product, if this Agreement or any Schedule(s) is terminated or expires:

- all licensing rights granted herein or therein will immediately cease;

- Client will immediately return, delete or destroy, at Elsevier's discretion, all Elsevier property including but not limited to any and all copies of the applicable Products and any other Elsevier intellectual property, files, data and/or links in its possession, custody or control and remove such materials from any and all of Client's systems, sites and/or software;
- Client will certify to Elsevier in writing within five (5) days that it has complied with the foregoing; and
- Client will pay Elsevier all amounts due and owing under this Agreement and/or the applicable Schedule as of the date of expiration or termination.

Except as may be otherwise provided for in the Product Specific Terms for any particular Product, as of the date of termination, Client will have no further right or authority to use the applicable Products in any manner and Elsevier will be relieved of any and all obligations to Client under this Agreement and/or the applicable Schedule(s). Elsevier's termination of this Agreement and termination of access to the Products will be without prejudice to any other remedies Elsevier may lawfully have.

SECTION 6. ELSEVIER REPRESENTATIONS, WARRANTIES, AND INDEMNITIES.

6.1 Elsevier Representations and Warranties.

Elsevier represents and warrants that (i) it has used and shall use reasonable efforts to ensure that the Products are accurate, up to date, and compiled and reviewed consistent with accepted industry practices; and (ii) use of the Products in accordance with the terms and conditions herein will not infringe the proprietary or intellectual property rights of any third party. In the event any Product is determined to be subject to the proprietary or intellectual property rights of any third party, Elsevier agrees, at its option, to either (i) procure for Client the right to continue using such Products, (ii) replace or modify such Products to be non-infringing, or (iii) discontinue and terminate this Agreement or the Product Specific Terms applicable to the infringing Products upon written notice to Client and refund to Client a prorated portion of the Fees paid hereunder for the length of time Client was unable to use such Products. If such refund occurs, Elsevier will be released from all liability for all existing and future claims or obligations related to such Products except as specifically set forth herein.

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Client from and against any loss, damage, costs, liability, and expenses (including reasonable attorneys' fees) ("Losses") arising from or out of any third-party action or claim that use of the Products, in the form delivered by Elsevier to Client and in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Client will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PRODUCTS AND ANY OTHER DATA, DOCUMENTATION AND MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY AND ELSEVIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF THIRD-PARTY INFORMATION CONTAINED IN OR INFORMATION GENERATED THROUGH USE OF THE PRODUCTS. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION MADE BY ELSEVIER OR ANY AGENT OR REPRESENTATIVE OF ELSEVIER EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

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6.4 *Limitation of Liability.*

Except for the express indemnities stated herein and to the extent not prohibited by applicable law, in no event will Elsevier Covered Entities be liable for any indirect, incidental, special, consequential, or punitive damages including, but not limited to, loss of data, business interruption, loss of profits, personal injury, or property damage arising out of or in connection with this Agreement, even if an Elsevier Covered Entity has been advised of the possibility of such liability or damages.

Nor will the liability of Elsevier Covered Entities exceed a sum equal to the Fees paid by the Client for the applicable Products hereunder during the twelve (12) month period immediately preceding the date on which the claim arose.

6.5 *Exclusion for Client/Authorized User Acts and Omissions*

Notwithstanding the foregoing, in no event shall Elsevier Covered Entities be liable for any claim or damages arising in whole or part from the following acts or omissions of Client or its Authorized Users: (i) failure to implement any improvement or update provided without additional expense by Elsevier or as part of any maintenance services provided hereunder; (ii) any modification of the Products unless Client has obtained written consent from Elsevier or to the extent permitted in the applicable Product Specific Terms; (iii) any use or combination of the Products with hardware, software, content, data, or other materials not supplied by Elsevier; (iv) any negligent act or omission; or (v) any breach of this Agreement. In the event of any claim or damages arising in whole or part from such aforementioned acts or omissions of Client or its Authorized Users, Client shall bear full responsibility and liability for such claim or damages. These obligations will survive the termination of this Agreement.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. For avoidance of doubt, a party's financial inability to perform its obligations shall, in no event, constitute a Force Majeure.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein. Neither the terms of this Agreement nor the terms of any Schedule entered pursuant to this Agreement shall be modified, replaced or superseded in any way by terms that may be contained in, included with or referenced to in any subsequently issued Client purchase order, invoice or other documentation relating to the Elsevier Products. Any such terms are hereby expressly rejected by the parties and shall have no force or effect.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

7.5 *Assignment /Change of Control.*

Client will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld. Elsevier may unilaterally terminate this Agreement if a third party acquires the majority of the Client's ownership interest.

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7.6 *Notices.*

All notices pursuant to this Agreement must be in writing to the below address, or to an alternative physical or email address subsequently provided to the other party pursuant to this notice provision.

If to Elsevier:

Notices of non-renewal: CSCancellations@elsevier.com

Other notices: Elsevier Inc. (Clinical Solutions), Attn: Legal Department;

1600 John F. Kennedy Blvd., Philadelphia, PA 19103-2899.

If to Client: Tehama County Health Services Agency 818 Main Street, Red Bluff, CA 96080, USA

7.7 *Confidentiality.*

The Client and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement, the Products, any discussions or information related to products and services the parties may offer to one another in the future and the reports delivered to the Client. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.8 *Choice of Law/Choice of Venue.*

This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to conflict of law principles and the parties irrevocably consent to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania or state courts of Philadelphia County, Pennsylvania. This Agreement will be governed by and construed in accordance with the laws of a court of competent jurisdiction. Client hereby agrees and acknowledges that all disputes arising out of or relating to this Agreement, Client and/or Authorized Users' use of Products shall be brought exclusively and settled in a court of competent jurisdiction.

7.9 *Compliance with Sanction Laws.*

Elsevier reserves the right to deny online access to the Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

7.10 *Privacy.*

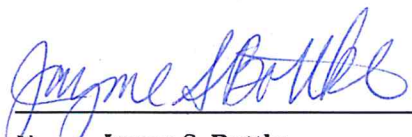
To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Client acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Products.

7.11 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

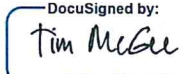
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first written above.

TEHAMA COUNTY HEALTH SERVICES AGENCY
(Client)


Name: Jayme S. Bottke

Title: Executive Director


ELSEVIER INC.
(Elsevier)

DocuSigned by:

F47EB5ECBC13481...

Name: Tim McGee

Title: VP, Global Sales Operations

TEHAMA COUNTY


Name: Tom Provine 6/16/23

Title: Purchasing Agent



**PRODUCT SPECIFIC TERMS – Schedule 1
Tehama County Health Services Agency
Elsevier Master Agreement dated June 01, 2023
Performance Management & ClinicalKey**

The parties hereto agree as follows:

1. **Products.** Elsevier hereby grants to Client a non-exclusive, non-transferable right to access and use the electronic content products and related platforms identified in Annex A (“PM Subscriptions”) to this Schedule as well as ClinicalKey (“ClinicalKey”) content and functionality as it exists as of the effective date of this Schedule including ongoing updates to then-existing content, and any ongoing enhancements to then-current ClinicalKey functionality as identified in Annex B to this Schedule (PM Subscriptions and ClinicalKey collectively, “Subscriptions”), and provide the Subscriptions to its Authorized Users (as defined in Annex A and B, herein) as set forth in this Schedule and subject to the terms and conditions of the Master Agreement, which is incorporated in this Schedule by reference. Each Subscription is a “Product” as defined in the Master Agreement.
2. **Publicity.** The parties agree that the other party may use its name and associated marks for purposes of client/contractor references, advertising or promotional campaigns. The parties agree that the other party may issue a press release, or make a public announcement regarding this Schedule, subject to the other party’s right to review and prior approval of the relevant portions of such release or announcement containing reference to its name or marks, which review, and approval will not be unreasonably withheld or delayed.
3. **Fees.** Client shall pay Elsevier the Fees set forth in Annex A for PM Subscriptions and Annex B for ClinicalKey, in accordance with the payment terms set forth in the Master Agreement.
4. **Term.** This Schedule will be effective as of June 01, 2023 and shall expire on May 31, 2026. Thereafter, this Schedule may be renewed for additional one (1) year terms upon written agreement by the Client no later than sixty (60) days prior to the end of the then current term, and such renewal will be subject to appropriate adjustments to the Fees. For clarity, if a Subscription in this Schedule is discontinued, Elsevier may terminate the discontinued Subscription by providing at least ninety (90) days prior written notice, along with a prorated refund of any prepaid license Fees for the discontinued Subscription.
5. **Authentication.** Access to the Subscriptions shall be authenticated by the use of Internet Protocol (“IP”) address(es) indicated by Client, and/or usernames and passwords, and/or a delegated authentication mechanism requiring at least two different credentials and / or via the delegated authentication mechanism utilized via the third party’s learning management platform.

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6. **Restricted Information.** Client acknowledges and agrees that it will not supply Elsevier with any confidential, proprietary or regulated institutional/university data, including, but not limited to, financial information, trade secrets, privileged material or software, or any sensitive personal data, including, but not limited to, Social Security numbers, credit card numbers, bank account information, student grades, disciplinary information or other education records, salary or employee performance information, donations, patient health information or passwords.

IN WITNESS WHEREOF, the Parties have executed this Schedule by their respective, duly authorized representatives as of the date first above written.

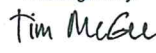
TEHAMA COUNTY HEALTH SERVICES AGENCY
(Client)



Name: Jayme S. Bottke

Title: Executive Director

ELSEVIER
(Elsevier)

DocuSigned by:


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Name: Tim McGee

Title: VP, Global Sales Operations

TEHAMA COUNTY

Tom Provine

6/16/23

Name:

Title: Purchasing Agent

Maximum compensation shall not exceed \$46,628.71 per fee schedule. *TP*

Annex A to Schedule 1

PM Subscriptions

Products / Fees / Authorization / Product Specific Terms – PM Subscriptions

PM Subscriptions	Maximum Number of FTEs	01 JUN 2023 – 31 MAY 2024 Fees	01 JUN 2024 – 31 MAY 2025 Fees	01 JUN 2025 – 31 MAY 2026 Fees
Elsevier Clinical Skills	10			
Clinical Skills- Core		\$5,074.00	\$5,403.81	\$5,755.06
Clinical Skills - Ambulatory		\$653.00	\$695.45	\$740.65
Clinical Skills - Mental/Behavioral Health Specialty		\$436.00	\$464.34	\$494.52
eLearning Courses: Clinical				
Mosby's Essential Nursing CE		\$1,290.00	\$1,373.85	\$1,463.15
Delivery Method: Core Learning		Core Learning is included with purchase of Clinical Skills - Core		
TOTAL FEES:		\$7,453.00	\$7,937.45	\$8,453.38

Note: The number of lessons within any PM Subscription may change over time as information is updated to reflect current practice. Elsevier will update the PM Subscriptions, as needed, to reflect current practice.

For clarity, the terms set forth in this Annex A shall only apply to PM Subscriptions:

1. **Authorized Users – PM Subscriptions.** Authorized Users are, as applicable, the full-time and part-time students, faculty, fellows, staff, researchers, administrators, residents, employees and independent contractors of Client affiliated with Client’s locations listed on Annex C (“PM Sites”) and permitted by Client to access the Subscriptions.

2. **PM Sites.** Client shall promptly notify Elsevier of any increase in the number of PM Sites or facilities. In the event that additional sites or facilities, other than those listed in Annex C, are added, the Fees shall be subject to an increase in the then applicable Fees in accordance with Section 3 and Annex A, effective as of the date such additional sites or facilities were added, and payable in accordance with the payment terms set forth in the Master Agreement.

3. **Authorized Uses – PM Subscriptions.**

a. Content. Client may:

- Allow its Authorized Users to access and utilize the electronic content within the PM Subscriptions;
- Appoint training administrators (“Administrators”) to access and use the electronic content within the PM Subscriptions for the sole purpose of administering and delivering training for Authorized Users;
- Print select components from the electronic content within the PM Subscriptions for the exclusive use of such Authorized User;
- Incorporate short cut links to the respective landing pages for the PM Subscriptions on Client’s intranet websites, provided that the appearance of such links and/or statements accompanying such links will be changed, as reasonably requested by Elsevier
- Print out copies of patient education handouts for the exclusive use of supplying to Client’s patients, and/or Client’s appropriate medical information regarding the patients, and/or Clients disease/illness, prescription or over-the-counter drug purchases;
- Allow Administrators to upload a procedure created by the Client;
- Allow Administrators to customize a procedure with text and/or images, solely to comply with Client’s institution-specific protocols and procedures.

b. Platform. Client may:

- Use the Core Learning platform (the “Platform”) to (i) access and utilize the PM Subscriptions, as well as learning courses and/or procedures created by Client and any Elsevier eLearning or third party courses covered by the delivery fee as listed in Annex A, and (ii) manage, track, report and review the use of, progress in and scores from the PM Subscriptions and any Elsevier eLearning courses and procedures covered by the delivery fee as listed in Annex A, assigned to and taken by the Authorized Users.

4. **Access.** Access to the PM Subscriptions shall be provided via the Platform (as defined above). Client acknowledges and agrees that it shall bear sole responsibility and liability for installation of all system components required to access the PM Subscriptions, and all charges it incurs in accessing the PM Subscriptions (e.g., its own ISP fees).

5. **Support.** Elsevier shall provide technical support and training to Client's designated technical contact, implementation assistance to Administrator(s), and system set up, maintenance, updates and backups with respect to the PM Subscriptions.

6. **Data Security.** Elsevier shall use commercially reasonable efforts to keep data supplied during the course of use of the PM Subscriptions and materials customized by Authorized Users protected against unauthorized access, loss, misuse, alteration or disclosure through the use of appropriate security measures that conform to generally recognized industry standards and best practices, based on the relevant data classification.

7. **Data Use.** During the term of this Schedule as well as following expiration or termination of this Schedule, Elsevier may use, copy, store, transmit and reformat aggregated, de-identified usage data it collects, accesses, or maintains in the course of providing PM Subscriptions for Client to enhance, refine and/or aid in the development of Elsevier health markets products including but not limited to current products and offerings.

8. **Data Retention.** Following expiration or termination of this Schedule, Elsevier shall promptly destroy all identifiable data furnished by Client or created as a result of Client's access and use of the PM Subscriptions unless (i) applicable law requires retention of such identifiable data or (ii) Elsevier receives a written request from Client for a copy of such identifiable data within thirty (30) days following such expiration or termination of this Schedule. For avoidance of doubt, in the event that such written request is not received by Elsevier within the thirty (30) day period, then Elsevier shall not be obligated to retain any identifiable data furnished by Client.

9. **Usage.** PM Subscription Fees are based on the following maximum number of FTEs: 10

For the avoidance of doubt, no adjustments to the PM Subscription Fees will be made for any number less than the maximum. The Client will promptly notify Elsevier of any increase in the number of FTEs. Increases in the numbers above may result in Elsevier terminating this Schedule at the end of the year for which the Fees were paid, unless the parties are able to agree, via a written amendment, on (i) appropriate fee adjustments for any subsequent years of the term, and (ii) adding, withdrawing or substituting authentication mechanisms or PM Sites listed.

Access to PM Subscriptions shall be provided for an annual subscription fee, with unlimited access by Authorized Users.

10. **Additional Indemnities.** In addition to the Client indemnities provided for in the Master Agreement, Client shall indemnify, defend and hold harmless the Elsevier Covered Entities from and against any Losses arising from or out of any third-party action or claim relating to Client's customization or alteration of any portion of the PM Subscriptions or courses or procedures.

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**Annex B to Schedule 1
ClinicalKey**

Products / Access / Fees / Authorization / Product Specific Terms – ClinicalKey

Products – publisher	Access	01 JUN 2023 – 31 MAY 2024 Fees	01 JUN 2024 – 31 MAY 2025 Fees	01 JUN 2025 – 31 MAY 2026 Fees
ClinicalKey® for Nursing – Elsevier Inc. ClinicalKey NUR GLB Flex	clinicalkey.com/nursing	\$4,532.00	\$4,826.58	\$5,140.31
Clinical Pharmacology powered by ClinicalKey® – Elsevier Inc.	clinicalkey.com/pharmacology	\$2,590.00	\$2,758.35	\$2,937.64
TOTAL FEES:		\$7,122.00	\$7,584.93	\$8,077.95

For clarity, the terms set forth in this Annex B shall only apply to ClinicalKey:

1. **Authorized Users/Sites - ClinicalKey.** Authorized Users are the employees of Client and individuals who are independent contractors, or are employed by independent contractors of Client affiliated with Client’s locations listed on Annex C (the “CK Sites”), and individuals using computer terminals within the library facilities at the CK Sites permitted by Client to access ClinicalKey for purposes of personal research, education or other non-corporate use (“Walk-in Users”).
2. **CK Sites.** For the avoidance of doubt, other institutions and organizations that reside or do business at the locations in Annex C (including, without limitation, companies that are owned wholly or in part by, or affiliated with, Client) are not CK Sites, unless expressly stated in Annex C. CK Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access.
3. **Authorized Uses - ClinicalKey.** Each Authorized User may:
 - access, search, browse and view ClinicalKey;
 - print, download and store a reasonable portion of individual items from ClinicalKey, where made available by Elsevier for printing, downloading, for the exclusive use of such Authorized User;
 - incorporate links to ClinicalKey on Client’s intranet and internet websites provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
 - print out single copies of patient education handout sheets monographs, and product information and images from ClinicalKey to reactively supply to Client’s patients and customers in response to their requests for medical information about their conditions, diseases, treatments and prescription or over-the-counter drug purchases;
 - pull figures, images, and tables from ClinicalKey into the ClinicalKey Presentation Maker™ for use in the creation of internal or external presentations and for training purposes, by or for the benefit of Client, provided that the Authorized User obtains permission for such use of ClinicalKey content that is credited to a third-party from such third-party, if necessary; each copy of the presentation will carry appropriate credit to the content owner; and all such uses are non-commercial;
4. **Access to ClinicalKey.** Elsevier will make ClinicalKey accessible to Client and its Authorized Users from the internet address set forth on Annex B, or as may be otherwise set forth herein.
5. **Usage Data Reports.** Elsevier will make usage data reports on Client’s usage activity regarding ClinicalKey available, upon Client’s request, on a monthly basis to the librarians/administrators employed by Client for internal use only. Such reports may be accessed by vendors or other third parties retained by Client only with the express written permission of Elsevier and for the purpose of usage analysis of Client.

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Annex C to Schedule 1
PM & CK Sites

PM & CK Sites are as follows:

PM & CK Site – Name	Licensed Site – Address	Maximum Number of FTEs
Tehama County Health Services	818 Main Street, Red Bluff, CA 96080, USA	10

Maximum number of Authorized Users: 10

Subscriptions: The Fees cover the maximum number of FTEs listed above. For the avoidance of doubt, no adjustments to the Fees will be made for any number less than the maximum. The Client will promptly notify Elsevier of any increase in the number of FTEs. In the event of an increase in the numbers of Sites and/or FTEs above, (1) the Fees shall be subject to an increase in accordance with the 'Fees' Section of this Schedule and this Annex A, effective as of the date such additional of Sites and/or FTEs were added, and payable in accordance with the payment terms set forth in the Master Agreement, and (2) Elsevier may terminate this Schedule at the end of the year for which Sites and/or FTEs were added, unless the parties are able to agree, via a written amendment, on (i) appropriate long-term Fee adjustments for any subsequent years of the term, and (ii) adding, withdrawing or substituting authentication mechanisms or Sites listed.

CK Sites: Distribution of usernames, passwords, credentials or otherwise providing remote access to ClinicalKey by Authorized Users who are Walk-in Users is not permitted.