



**Amendment 2 to the
Product Specific Terms – Schedule 3
under the Elsevier Master Agreement**

This second amendment (“Amendment 2”) to the Product Specific Terms – Schedule 3 (“Schedule 3”) of the Elsevier Master Agreement with an effective date of December 3, 2024, and all subsequent amendments thereto (the “Agreement”) is entered into and effective on December 1, 2026 (“Amendment Effective Date”) by and between **San Bernardino County on behalf of Arrowhead Medical Center**, 400 N. Pepper Ave., Colton, CA 92324, USA (“Client”), and **Elsevier Inc.**, 1818 Market Street, Suite 3323, Philadelphia, PA 19103, USA (“Elsevier”), each a “Party” and collectively the “Parties”.

RECITALS

The Parties, under Schedule 1, entered into an initial Term (spanning December 1, 2016 through November 30, 2019) with Fees premised upon 456 Hospital Beds;

The Parties, under Schedule 3, **(i)** terminated and superseded Schedule 1, **(ii)** extended the Term through November 30, 2021, and **(iii)** revised the Fees;

The Parties, under Amendment 1 to Schedule 3, **(i)** extended the Term through November 30, 2026, and **(ii)** revised the Fees; and

The Parties wish to amend Schedule 3 to **(i)** modify the header to clarify that the Agreement dated July 26, 2016 was terminated and superseded by a new Agreement dated December 3, 2024, **(ii)** extend the Term through November 30, 2031, and **(iii)** revise the Fees.

The Parties agree to amend Schedule 3 as follows:

AMENDMENT

1. Delete Section 8 “Term” in its entirety and replace with the following:

“This Schedule will be effective as of December 1 2019 and shall expire on November 30, 2029. Thereafter, this Schedule may be renewed for an additional period of time as mutually agreed between the Parties in writing no later than sixty (60) days prior to the end of the then-current term, and such renewal will be subject to appropriate adjustments of Fees. If a Product in this Schedule is discontinued, Elsevier may remove the discontinued Product from this Schedule, or terminate this Schedule if the discontinued Product is the only Product on the 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.”

2. Annex A is amended to include the table below. The remainder of Annex A is unchanged.

Licensed Products – publisher	Access	1 DEC 2026 - 30 NOV 2027 Fees	1 DEC 2027 - 30 NOV 2028 Fees	1 DEC 2028 - 30 NOV 2029 Fees	1 DEC 2029 - 30 NOV 2030 Fees	1 DEC 2030 - 30 NOV 2031 Fees
ClinicalKey® – Elsevier Inc.: ClinicalKey Flex	Clinicalkey.com	\$112,441.68	\$116,939.35	\$121,616.92	\$126,481.60	\$131,540.86
TOTAL FEES:		\$112,441.68	\$116,939.35	\$121,616.92	\$126,481.60	\$131,540.86

3. The header of Schedule 3 is hereby terminated and is superseded by the following:

PRODUCT SPECIFIC TERMS
Schedule 3
San Bernardino County on behalf of Arrowhead Regional Medical Center
Elsevier Master Agreement dated December 3, 2024
ClinicalKey®

Notwithstanding anything to the contrary set forth in this Amendment 2, in the event of a conflict between the terms of Schedule 3 and the terms of this Amendment 2, this Amendment 2 shall control. Other than as specifically modified by this Amendment 2, all other terms and conditions of Schedule 3 shall continue to be in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings given such terms in Schedule 3.

This Amendment 2 may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Amendment 2 (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the Parties have executed this Amendment 2 by their respective, duly authorized representatives as of the respective date of their signatures.

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER
(Client)**

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date:

**ELSEVIER INC.
(Elsevier)**

Name: Brad Steines

Title: Senior Director, Sales Contracts

Date: