



**Amendment 1 to the
Product Specific Terms – Schedule 3
under the Elsevier Master Agreement**

This First Amendment (“Amendment 1”) to the Product Specific Terms – Schedule (“Schedule 3”) of the Elsevier Master Agreement dated July 26, 2016, and all subsequent amendments thereto (the “Agreement”) is entered into on December 1, 2021 (“Amendment Effective Date”) by and between **County of San Bernardino on behalf of Arrowhead Regional Medical Center**, 400 N. Pepper Avenue, Colton, CA 92324, (“Client”), and **Elsevier Inc.**, 1600 John F Kennedy Blvd, Suite 1800, Philadelphia, PA 19103, USA (“Elsevier”).

WHEREAS, the Parties wish to amend Schedule 3 in order to extend the term and revise the fees as described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in Schedule 3 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Schedule 3 as follows:

1. Section 8. Term. is hereby extended through November 30, 2026.
2. As of the Amendment Effective Date, Annex A to Schedule 3 is hereby amended to include Annex A to Amendment 1, attached hereto.
3. Notwithstanding anything to the contrary set forth in this Amendment 1, in the event of a conflict between the terms of Schedule 3 and the terms of this Amendment 1, this Amendment 1 shall control. Other than as specifically modified by this Amendment 1, all of the 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.
4. This Amendment 1 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 1 (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 Amendment 1 upon request.

IN WITNESS WHEREOF, the Parties have caused this Amendment 1 to be executed by their respective duly authorized representatives as of the Amendment Effective Date.

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

Name:
Title:

**ELSEVIER INC.
(Elsevier)**

DocuSigned by:
Tim McGee
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Name: Tim McGee
Title: VP, Sales Strategy & Operations

Annex A to Amendment 1 to Schedule 3
Products / Access / Fees / Sites

Products – publisher	Access	01 DEC 2021	01 DEC 2022	01 DEC 2023	01 DEC 2024	01 DEC 2025
		– 30 NOV 2022 Fees	– 30 NOV 2023 Fees	– 30 NOV 2024 Fees	– 30 NOV 2025 Fees	– 30 NOV 2026 Fees
ClinicalKey® – Elsevier Inc.	clinicalkey.com					
ClinicalKey Flex		\$96,058.00	\$98,940.00	\$101,909.00	\$104,967.00	\$108,117.00
TOTAL FEES:		\$96,058.00	\$98,940.00	\$101,909.00	\$104,967.00	\$108,117.00

Sites:			
Licensed Site – Name	Licensed Site – Address	Authentication	Maximum Number of Staffed Hospital Beds
Arrowhead Regional Medical Center	400 North Pepper Avenue, Colton, CA 92324	IP Addresses: 170.164.0.0 to 170.164.255.255	456
Arrowhead Family Health Center – Fontana	Fontana, 16854 Ivy Avenue, Fontana, CA 92335		
Arrowhead Family Health Center – McKee	McKee, 1499 E. Highland Avenue, San Bernardino, CA 92404		
Arrowhead Family Health Center – Redlands	Redlands, 800 East Lugonia Avenue, Suite F, Redlands, CA 92374		
Arrowhead Family Health Center – Westside	Westside, 850 East Foothill Boulevard, Rialto, CA 92376		

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including, without limitation, companies that are owned wholly or in part by, or affiliated with, Client) are not Sites, unless expressly stated above. Sites listed are for authentication purposes and cannot be used as routing sites for VPN (Virtual Private Network) or proxy access.

Maximum number of hospital beds: four hundred fifty-six (456)

The Fees cover the maximum number of hospital beds 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 hospital beds. 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 Sites listed.

ScienceDirect® Subscription Commitment

A discount to account for title redundancy on the ScienceDirect online service concurrently provided by Elsevier to Client has been applied to the Fees for Client’s subscription to ClinicalKey. In the event that Client terminates or does not renew its subscription to any of the concurrent titles on the ScienceDirect online service, Client will pay to Elsevier the value of the terminated titles in the then current annual subscription list price within thirty (30) days of such termination or expiration, and each year of the term thereafter.