

June 11, 2009

Mr. Craig Haynes  
University of California San Diego  
[Redacted]  
USA

Dear Mr. Haynes,

This letter and the attached Subscription and License Terms (the "Terms") set out the terms and conditions on which UpToDate, Inc. will supply University of California San Diego ("You" or "Your") with an On-Site Only Subscription to *UpToDate* online, for an initial one-year term (the "Term"). Capitalized terms may be defined in this letter or in the attached Terms; together, the letter and the Terms are defined as the "Agreement".

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Subscription: An On-Site Only Subscription allows your users to access UpToDate while they are on-site, within the listed facilities of University of California San Diego. The full price for a one-year "On-Site Only Subscription" to UpToDate is \$ [Redacted] USD for University of California San Diego.

We are pleased to have developed the following step-up schedule to allow your institution to adjust for an On-site Only license at the full rate.

- Year 1 – July 1, 2009 through June 30, 2010: \$ [Redacted] USD
- Year 2 – July 1, 2010 through June 30, 2011 (if renewed): \$ [Redacted] USD
- Year 3 – July 1, 2011 through June 30, 2012 (if renewed): \$ [Redacted] USD

The price quote reflects a [Redacted] educational discount as Your facility is an accredited teaching facility.

We will re-evaluate this Agreement at the end of each year and provided that the operating statistics do not increase or decrease by more than [Redacted] and University of California San Diego does not add additional clinical facilities to the network, the price for the next year will automatically be honored. Any facilities added or subtracted from the designated sites will be incorporated into the step-up schedule based on the then-current pricing.

After the Year 3 renewal, the cost will be re-evaluated. UpToDate, Inc's subscription price must be paid within 30 days of the start of this agreement. This quote is valid for 60 days from the date of this letter and is confidential. Your subscription will be subject to the terms of UpToDate's standard Subscription and License Terms.

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- Multiple simultaneous users have immediate access to *UpToDate* from any web-enabled computer within Your institution’s Designated Sites.
- UpToDate, Inc. provides You with access to telephone and email technical support.
- Content updates are performed periodically.

**Confirmation of Your Information**

*Operating Statistics*


We base the price for an annual On-Site Only Subscription to *UpToDate* on the operating statistics and number of inpatient admissions, outpatient visits and the number of 3<sup>rd</sup> and 4<sup>th</sup> year medical students who will have Access to the Licensed Materials. The statistics You have provided us, and on which we based our price, are:

<b>Clinical locations within Institution</b>	<b>Inpatient Admissions</b>	<b>Outpatient Visits</b>	<b>3<sup>rd</sup> and 4<sup>th</sup> Year Medical Students</b>
University of California San Diego Medical Center	23,194	698,676	247

If the above statistics are inaccurate, please let us know as soon as possible so that we can review the above price and make any necessary adjustments.

*Designated Sites*

Your Authorized Users may Access the Licensed Materials only from within the physical confines of the following addresses (the “Designated Sites”):

University of California San Diego ~~Medical Center~~   
 9500 Gilman Drive  
 La Jolla, CA 92093

UCSD Medical Center, Hillcrest  
 200 West Arbor Drive  
 San Diego, CA 92103

UCSD Thornton Hospital, La Jolla  
 9300 Campus Point Drive  
 La Jolla, CA 92037

Fourth & Lewis Medical Office  
 330 Lewis Street (at Fourth)  
 San Diego, CA 92103

UCSD Outpatient Center Ambulatory  
200 West Arbor Drive  
San Diego, CA 92103 UCSD

UCSD Medical Center, La Jolla  
415 Campus Point Drive  
La Jolla, CA 92037

UCSD Perlman Ambulatory Care Center  
9350 Campus Point Drive  
La Jolla, CA 92037

UCSD Rebecca and John Moore Cancer Center  
3855 Health Sciences Drive  
La Jolla, CA 92093

Neighborhood HealthCare  
855 E. Madison Avenue  
El Cajon, CA 92020

Scripps Ranch Medical Office  
9909 Mira Mesa Boulevard, Ste 200  
San Diego, CA 92131

Orthopedic Surgery Center of La Jolla  
4150 Regents Park Row, Ste 300  
La Jolla, CA 92037

Cambridge Physicians Medical Center  
7910 Frost Street, Suite 350  
San Diego, CA 92123

Child & Adolescent Psychiatry  
6535 Alvarado Road  
San Diego, CA 92120

Eating Disorders Clinic  
8950 Villa La Jolla Drive, C-207  
La Jolla, CA 92037

Urgent Care Center Ambulatory  
4168 Front Street  
San Diego, CA 92103

UCSD Outpatient Psychiatric Services  
140 Arbor Drive  
San Diego, CA 92103

Shiley Eye Center  
9415 Campus Point Drive  
La Jolla, CA 92093

Logan Height Family Center  
2204 National Avenue  
San Diego, CA 92113

Neighborhood HealthCare  
10039 Vine Street  
Lakeside, CA 92040.

Monarch Corporate Center  
9909-9915 Mira Mesa Boulevard  
San Diego , CA 92131

UCSD La Jolla Family & Sports Medicine Practice  
9333 Genesee Avenue, Ste 200  
San Diego, CA 92121

UCSD Pediatrics & Adolescent Medicine  
7910 Frost Street, Suite 350  
San Diego, CA 92123

Chancellor Park (Plastic Surgery)  
4510 Executive Dr # 200  
San Diego, CA 92121

La Jolla Professional Building  
8950 Villa La Jolla Drive, C-207  
La Jolla, CA 92037

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### **Subscription Confirmation**


To confirm Your acceptance of this subscription, please sign both copies of this letter in the space below and return them to us. Your subscription will be processed immediately and an executed copy will be returned to You.

We look forward to providing University of California San Diego with a subscription to *UpToDate* online. We are confident that Your clinicians will find *UpToDate* to be a practical and efficient tool with which to effectively manage clinical issues in practice.

Your account manager, Matthew Schwartz, 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,



Finance Contract Administration  
UpToDate, Inc.

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Please indicate your preferred start date for Your On-Site Only Subscription:

Start Date: 07/01/2009 (must be the first day of the month)


Accepted and Agreed to this 30 day of June, 2009 on behalf of University of California San Diego.

By: 

Printed Name: Tony A. Harvell

Title: Head of Acquisitions

Accepted and Agreed to this 1<sup>st</sup> day of July, 2009.

By:   
James Préndergast  
Director of Pricing & Compliance  
UpToDate, Inc.

BR

## UpToDate, Inc. On-Site Only Subscription and License Terms

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