

TENTH AMENDMENT TO THE LICENSE AGREEMENT

This Tenth Amendment to the License Agreement (this "Tenth Amendment") dated July 1, 2024 ("Tenth Amendment Effective Date") is between FIRST DATABANK, INC. (FDB) and Contra Costa County on behalf of Contra Costa County Health Services (LICENSEE) and amends that certain License Agreement dated July 1, 2011 between FDB and LICENSEE (the "Agreement"). Except as provided below, all of the terms and provisions of the Agreement remain in full force and effect.

1. The Agreement is hereby amended by updating FDB's corporate address in the opening paragraph of the License Agreement by deleting "701 Gateway Boulevard, Suite 600, South San Francisco, California 94080" and replacing it as follows:

"This **LICENSE AGREEMENT** ("Agreement") made and entered into at South San Francisco, California as of the Effective Date noted on Exhibit 1 (attached and made a part hereof) between **FIRST DATABANK, INC. ("First DataBank")**, with offices at "Tower Place, 21st Floor, South San Francisco, California 94080" and **LICENSEE** identified in Exhibit 1."

2. **Section 14, NOTICES** is hereby amended by updating FDB's previous address (500 East 96th Street, Suite 500, Indianapolis, IN 46240) and restated as follows:

14. **NOTICES.** Notices hereunder shall be delivered by hand, air courier express or certified mail with return receipt requested to the address of the Licensee identified on Exhibit 1 and shall be deemed delivered three (3) days after mailing. Any notices Licensee submits to First Databank shall be sent to: First Databank, Inc., Attn: Contract Administration, 10 East Main Street, Suite 300, Carmel, IN 46032.

3. **Exhibit 3 – User Survey, User Count** is updated with a total number of prescribing medical practitioners (pmps) of eight hundred sixteen (816), and the new Exhibit 3 (User Survey, User Count) is attached hereto.

4. **Exhibit 1, Section B, LICENSED SOLUTIONS** is hereby amended by deleting Section B.5, **Meducation® Integrated**, which includes **Meducation® Regimen Summary (Meducation RS)**, **Meducation® Personalized Meducation Instruction (Meducation PMI)** and **MedDemo® (Video)** for uses in Exhibit 1, Section C.4, Meducation Inpatient Application and Section C.5, Meducation EMR/ePrescribing use from the Ninth Amendment. Section B.6 from the Ninth Amendment is renamed as Section B.5 on this Tenth Amendment. The Licensed Solutions are restated as follows:

B. LICENSED SOLUTIONS: Unless otherwise specified, Licensed Solutions are updated weekly or monthly.

B.1 For Use in Licensee's Epic Inpatient Hospital and Ambulatory Electronic Medical Record and e-Prescribing (EMR/ePrescribing) Computer Systems as define in Exhibit 1, Section C.1 and C.2:

FDB MEDKNOWLEDGE™, Enhanced Package

FDB FOUNDATIONS (Drug and Descriptive Information)

FDB DRUG PRICING

FDB CLINICAL MODULES, Enhanced Package which includes:

COUNSELING MESSAGES MODULE™

DOSAGE RANGE CHECK MODULE™

DRUG ALLERGY MODULE™

DRUG-DISEASE CONTRAINDICATION MODULE™

DRUG-DRUG INTERACTION MODULE™

DRUG-FOOD INTERACTION MODULE™

DRUG-LAB INTERFERENCE MODULE™

DUPLICATE THERAPY MODULE™
INDICATIONS MODULE™
MIN/MAX DOSE MODULES™
PATIENT EDUCATION MODULE™, English
PRECAUTIONS MODULES (GERIATRIC, PEDIATRIC, PREGNANCY, LACTATION)
PRESCRIBER ORDER ENTRY MODULE™ (POEM)
PRIORITIZED LABEL WARNINGS MODULE™, English
SIDE EFFECTS MODULE™

Premium Module:

FDB INTEROPERABILITY MODULE™, Enhanced Package

B.2 For Use in Licensee's Epic Willow Ambulatory Dispensing Computer System as defined in Exhibit 1, Section C.3:

Enhanced Data Bundle

FDB MEDKNOWLEDGE FRAMEWORK™ Enhanced Collection, US Version – via Secure FTP which includes:

DRUG FILE BUNDLE – via Secure FTP
PRICING BUNDLE – via Secure FTP
CORE CLINICAL BUNDLE – via Secure FTP
MEDICAL CONDITIONS BUNDLE – via Secure FTP
DOSING BUNDLE – via Secure FTP

Framework Premium Modules

DRUG IMAGE/IMPRINT FRAMEWORK BUNDLE™ – via Secure FTP
SPANISH DATA FRAMEWORK BUNDLE – via Secure FTP

Cloud Connector Enhanced Data Bundle (per the Terms outlined in Exhibit 9)

FDB MEDKNOWLEDGE™ Enhanced Package – via Cloud Connector which includes:

DRUG FILE BUNDLE - via Cloud Connector
PRICING BUNDLE - via Cloud Connector
CORE CLINICAL BUNDLE - via Cloud Connector
MEDICAL CONDITIONS BUNDLE - via Cloud Connector
DOSING BUNDLE - via Cloud Connector

Cloud Connector Premium Modules (per the Terms outlined in Exhibit X)

DRUG IMAGE/IMPRINT BUNDLE™ - via Cloud Connector
SPANISH DATA BUNDLE – via Cloud Connector

B.3 For Use in Licensee's Epic Willow Ambulatory Dispensing Computer System as defined in Exhibit 1, Section C.3:

Premium Modules:

FDB MedGuides Module™ for FDB MEDKNOWLEDGE FRAMEWORK

Cloud Connector Premium Modules (per the Terms outlined on Exhibit 9)

FDB MedGuides Module™ for FDB MEDKNOWLEDGE – Cloud Connector

B.4 For Use in Licensee's Willow Ambulatory Dispensing Computer System as defined in Exhibit 1, Section C.3:

Meducation® for Epic Willow Labeling

Meducation® for Epic Willow Labeling is a file-based solution that enables Epic Willow sites to support translated sig information within their native label workflow in up to 31 languages.

B.5 For Recording and Tracking Adverse Drug Events for use as defined in Exhibit 1, Section C.4:

FDB MEDKNOWLEDGE, Core Package (formerly NATIONAL DRUG DATA FILE™ (NDDF), Core Package)

FDB FOUNDATIONS (Drug and Descriptive Information)

FDB DRUG PRICING

FDB CLINICAL MODULES, Core Package which includes:

COUNSELING MESSAGES MODULE™

DRUG ALLERGY MODULE™

DRUG-DRUG INTERACTION MODULE™

DRUG-FOOD INTERACTION MODULE™

DRUG-LAB INTERFERENCE MODULE™

DUPLICATE THERAPY MODULE™

MIN/MAX DOSE MODULES™

PATIENT EDUCATION MODULE™, English

PRIORITIZED LABEL WARNINGS MODULE™, English

5. **Exhibit 1, Section C, DECLARATION OF USE** is hereby amended by deleting the Meducation Inpatient Application in Section C.4 and the Meducation EMR/ePrescribing use in Section C.5 of the Ninth Amendment and renaming the **Adverse Drug Event Tracking Use** in Section C.6 as Section C.4 on the Tenth Amendment. Exhibit 1, Section C is restated as follows:

1. Epic Inpatient Dispensing Use:

Licensee shall use the **Licensed Solutions identified in Exhibit 1, Section B.1** in Licensee's Epic inpatient hospital computer system at the site identified in Exhibit 1, Section A, to:

- a) support and regulate the distribution of medication to the patient and assist in clinical screening from within the hospital pharmacy system.
- b) produce a dynamic and complete picture of a patient's medication status and retrieve information directly from clinician orders and the patient's active medication list, so healthcare providers can see a comprehensive list of medications to be administered, and provide active decision support at the point of care (EMAR).
- c) support computerized physician order entry (CPOE) in an inpatient hospital setting.

2. Epic EMR/ePrescribing Use:

Licensee shall use the **Licensed Solutions identified in Exhibit 1, Sections B.1** in Licensee's Epic ambulatory electronic medical record (EMR/ePrescribing) computer system within Licensee's outpatient clinics and physician offices for use by prescribing medical practitioners (pmps). Licensee's total number of pmps is identified on Exhibit 3 to this Agreement, such Exhibit 3 to be updated annually as the basis for fee assessment.

3. Epic Willow Outpatient Dispensing Use:

Licensee shall use the **Licensed Solutions identified in Exhibit 1, Sections B.2 and B.3** in Licensee's Epic Willow Outpatient Dispensing computer system to assist in the clinical screening and regulating of the distribution of medication to the patient in outpatient clinic and hospital

outpatient pharmacies. Licensee's total number of outpatient clinic and hospital outpatient pharmacies is identified on Exhibit 4 to this Agreement, such Exhibit 4 to be updated annually as the basis for fee assessment.

In addition, Licensee shall use the **Meducation for Epic Willow Labeling identified in Exhibit 1, Section B.4** in Licensee's Epic Willow Outpatient Dispensing computer system to generate multilingual sigs for labels in outpatient clinic and hospital outpatient pharmacies to patients at the point of dispensing and (ii) to reference at home to improve medication adherence. Licensee's total number of outpatient clinic and hospital outpatient pharmacies are identified on Exhibit 4 to this Agreement.

For purposes of this Agreement, a Site is defined as an outpatient clinic pharmacy or a hospital outpatient pharmacy location with a single street address that is under Licensee's direct control from which an individual logs into, uses or otherwise accesses **Meducation for Epic Willow Labeling**.

4. Adverse Drug Event Tracking Use

Licensee shall use the **Licensed Solutions identified in Exhibit 1, Section B.5** at the site identified in Section A, and at Licensee's locations identified on Exhibit 6 to this Agreement, for the purpose of recording and tracking adverse drug events. Use of the **Licensed Solutions identified in Exhibit 1, Section B.5** is limited to Licensee's nine (9) outpatient locations and one (1) inpatient location as identified on Exhibit 6 to this Agreement.

6. **Exhibit 1, Section D, LICENSE FEES AND PAYMENT SCHEDULE** is hereby amended by deleting the Annual License and End User Fees for **Meducation Integrated (formerly MEDUCATION® RS Web API)** for Meducation Inpatient and Meducation EMR/ePrescribing Applications. Section D is restated with the following Annual Fees and terms applicable for the period in Licensee's current Term:

D. LICENSE FEES AND PAYMENT SCHEDULE

	07/01/2024 to 06/30/2025
Annual License Fee for the Licensed Solutions identified in Exhibit 1, Section B.1 for uses as defined in Exhibit 1, Section C.1*:	\$ 37,690

Annual License Fee for the **Licensed Solutions identified in Exhibit 1, Section B.1 for uses as defined in Exhibit 1, Section C.1 reflects a multi-application discount.*

	07/01/2024 to 06/30/2025
Annual Base Fee for the Licensed Solutions identified in Exhibit 1, Section B.1 for use as defined in Exhibit 1, Section C.2*	\$ 8,155

Annual Base Fee for the **Licensed Solutions identified in Exhibit 1, Section B.1 for use as defined in Exhibit 1, Section C.2 reflects a multi-application discount.*

	07/01/2024 to 06/30/2025
Annual User Fees for the Licensed Solutions identified in Exhibit 1, Section B.1 for use as defined in Exhibit 1, Section C.2*:	
pmps 1-1,000	\$ 153
pmps 1,001-2,500	\$ 130
pmps 2,501-5,000	\$ 102
pmps 5,001+	\$ 77

Annual User Fees for the **Licensed Solutions identified in Exhibit 1, Section B.1 for use as defined in Exhibit 1, Section C.2 are per pmp and are calculated incrementally based on the total number of pmps falling into each tier as identified on the Exhibit 3 to this Agreement and reported at the beginning of each annual Fee Term.*

	07/01/2024 to 06/30/2025
Annual Base Fee for the Licensed Solutions identified in Exhibit 1, Section B.2 for use as defined in Exhibit 1, Section C.3*:	\$ 6,520

Annual Base Fee for the **Licensed Solutions identified in Exhibit 1, Section B.2 for use as defined in Exhibit 1, Section C.3 reflects a multi-application discount.*

	07/01/2024 to 06/30/2025
Annual User Fees for Licensed Solutions identified in Exhibit 1, Section B.2 for use as defined in Exhibit 1, Section C.3*:	\$ 801

Annual User Fees for **Licensed Solutions identified in Exhibit 1, Section B.2 for use as defined in Exhibit 1, Section C.3 are per outpatient clinic and hospital outpatient pharmacy site per year as identified on Exhibit 4 to this Agreement and reported at the beginning of each annual Fee Term.*

	07/01/2024 to 06/30/2025
Annual License Fee for the Licensed Solutions identified in Exhibit 1, Section B.3 for use as defined in Exhibit 1, Section C.3*: (includes up to 50 sites)	\$ 7,820

	07/01/2024 to 06/30/2025
Annual Base Fee for the Licensed Solutions identified in Exhibit 1, Section B.4 for use as defined in Exhibit 1, Section C.3: (includes up to 5 sites)	\$ 14,137

	07/01/2024 to 06/30/2025
Annual User Fees for the Licensed Solutions identified in Exhibit 1, Section B.4 for use as defined in Exhibit 1, Section C.3*:	
sites 6+	\$ 2,547*

Annual User Fees for the **Licensed Solutions identified in Exhibit 1, Section B.4 for use as defined in Exhibit 1, Section C.3 are per outpatient clinic and hospital outpatient pharmacy site per year as identified on Exhibit 4 to this Agreement and reported at the beginning of each annual Fee Term.*

	07/01/2024 to 06/30/2025
Annual License Fee for the Licensed Solutions in Exhibit 1, Section B.5 for use as defined in Exhibit 1, Section C.4:	\$ 13,820

- i) License Fees consist of Annual License and Base Fees plus User Fees as specified in Exhibit 1. Fees for each annual Fee Term are due and payable on each anniversary of the Effective Date. Fees for each Fee Term are based on the one (1) hospital site identified on Exhibit 2 and based on the then current number of total licensed beds outlined in Definitive Healthcare, and the total number of prescribing medical practitioners (pmps) identified on Exhibit 3, and outpatient clinic and hospital outpatient pharmacies on Exhibit 4.

- ii) FDB will send all invoices to the contact identified on the Contact Information and FTP Pull Form. Licensee will remit all payments in full no later than thirty (30) days of the invoice date. Amounts not received within thirty (30) days will be subject to late fees of one and one half percent (1½%) per month, on a prorated basis. In addition, FDB may recover from Licensee all expenses incurred in connection with collecting overdue amounts, including, but not limited to, collection costs and reasonable attorney's fees. Failure to pay amounts when due may result in discontinuation of product delivery and suspension of implementation support and customer service.
- iii) **IMPLEMENTATION SUPPORT SERVICES:** The implementation contact is identified on the Contact Information and FTP Pull Form. Implementation support services will be available to Licensee for the term of this Agreement via telephone during normal business hours (8:00 A.M. to 8:00 P.M. EST Monday through Friday), at no additional charge to Licensee.

STANDARD CUSTOMER SUPPORT SERVICES: Standard customer support services will be available to Licensee for the Term of the License Agreement via FDB's customer support toll-free number (1-800-633-3453) during normal business hours (8:00 A.M. to 8:00 P.M. EST Monday through Friday), excluding any FDB observed holidays, via email at cs@fdbhealth.com, or via the Support Link at FDB's website at www.fdbhealth.com.

[Signature Block on Following Page]

IN WITNESS HEREOF, the parties hereto have executed this Tenth Amendment as of the Tenth Amendment Effective Date stated above.

FIRST DATABANK, INC.
10 East Main Street, Suite
300
Carmel, IN 46032
(800) 428-4495
(317) 571-7200
(317) 571-7253 (FAX)

Signature
Date Sep 11, 2024

By: Cynthia MacAskill
Cynthia MacAskill (Sep 11, 2024 08:32 EDT)
Signature

Cynthia MacAskill

Name (Print)

SVP of Finance and Operations

Title

Signature
Date Sep 11, 2024

By: Lance Jennings
Lance Jennings (Sep 11, 2024 08:46 EDT)
Signature

Lance Jennings

Name (Print)

Senior Director, Finance

Title

Contra Costa County
on behalf of Contra Costa
County Health Services
2530 Arnold Drive, Suite 300
Martinez, CA 94553
(925) 313-6220

Signature
Date 09/25/2024

By: Des Gebre
Signature

Des Gebre

Name (Print)

Sr. Buyer

Title

EXHIBIT 3 – USER SURVEY

USER COUNT (EPIC EMR/EPRESCRIBING USE)

In accordance with Exhibit 1, Section C.2 of the Agreement, the following is a count of prescribing medical practitioners (pmps) accessing the Licensed Solutions in Licensee's outpatient clinics and physician offices under the terms of the Agreement.

Number of prescribing medical practitioners (pmps): 816

LICENSEE:

BY: _____

DATE: _____