



SECOND AMENDMENT TO AIP ONLINE LICENSE AGREEMENT

This Amendment to the Publisher Online License Agreement ("Amendment") is effectively dated as of February 17, 2017 (the "Effective Date") by and between AIP PUBLISHING LLC ("Publisher") and The California Digital Library ("Licensee").

RECITALS

WHEREAS, Publisher and Licensee entered into that certain AIP Online License Agreement August 15, 2009 and amended on December 29, 2013, wherein Publisher agreed to provide a license to certain online materials (the "Existing Agreement").

WHEREAS, Publisher and Licensee desire to make certain amendments to the Fees scheduled to be paid for 2017-2020 in the Agreement, as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Publisher and Licensee, intending to be legally bound, covenant and agree as follows:

- 1. Incorporation of Recitals.** The foregoing Recitals are hereby incorporated in and made a substantive, contractual part of this Amendment by this reference.
- 2. Amendment to Existing Agreement Fee Schedule.** Effective as of the Effective Date, the Appendix B: Fees attached to the Existing Agreement shall be amended to restate the 2017-2020 Fees column.
- 3. No Other Changes.** All other terms, conditions and provisions of the Existing Agreement remain in full force and effect, except as modified by this Amendment.
- 4. Binding Effect.** This Amendment shall be binding upon and inure to the benefit of Publisher and Licensee and their respective permitted successors and assigns.
- 5.** This Amendment will terminate on December 31, 2020.
- 6. Counterparts; Electronic Signatures.** This Amendment may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this Amendment. Facsimile or PDF signatures shall be construed as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date and year first above written, with the intent that this shall be deemed an instrument under seal.

Publisher:

AIP PUBLISHING LLC

By: _____

Head of Global Sales and Advertising
AIP Publishing LLC
1305 Walt Whitman Road
Suite 300
Melville, NY 11747-4300

4/12/2017

Date

Licensee:

By: _____

Name: _____

Title: Associate Executive Director, CDI
Address: 415 20th Street, 4th Floor
Oakland, CA 94612

4/5/2017

Date

APPENDIX A
(LIST OF LICENSED CONTENT)

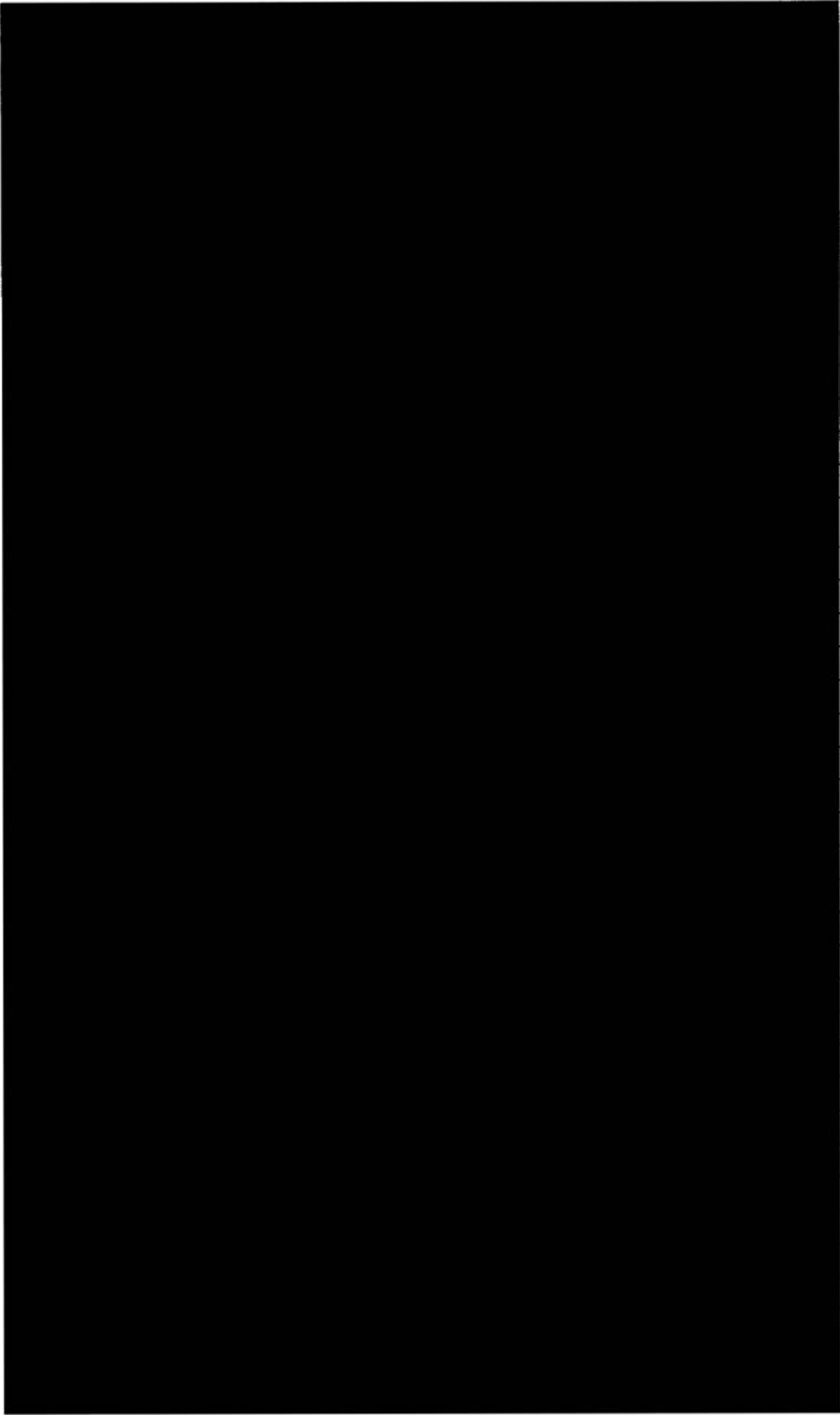
Journals
Applied Physics Letters (APL)
Applied Physics Reviews (APR)
Biointerphases
Biomicrofluidics (BMF)
Chaos
Chinese Journal of Chemical Physics (CJCP)
Conference Proceedings (CP)
Journal of Applied Physics (JAP)
Journal of Chemical Physics (JCP)
Journal of Laser Applications (JLA)
Journal of Mathematical Physics (JMP)
Journal of Physical and Chemical Reference Data (JPCRD)
Journal of Renewable and Sustainable Energy (JRSE)
Low Temperature Physics (LTP)
Physics of Fluids (POF)
Physics of Plasmas (POP)
Physics Today (PT)
Review of Scientific Instruments (RSI)
Computing in Science and Engineering (CISE)
American Journal of Physics (AJP)
The Physics Teacher (TPT)
Journal of the Acoustical Society of America (JASA)
Journal of Vacuum Science & Technology A&B / Surface Science Spectra (JVST/SSS)
Journal of Rheology (JOR)

APPENDIX B
(FEES)

Year	Final Cost
2017	
2018	
2019	
2020	

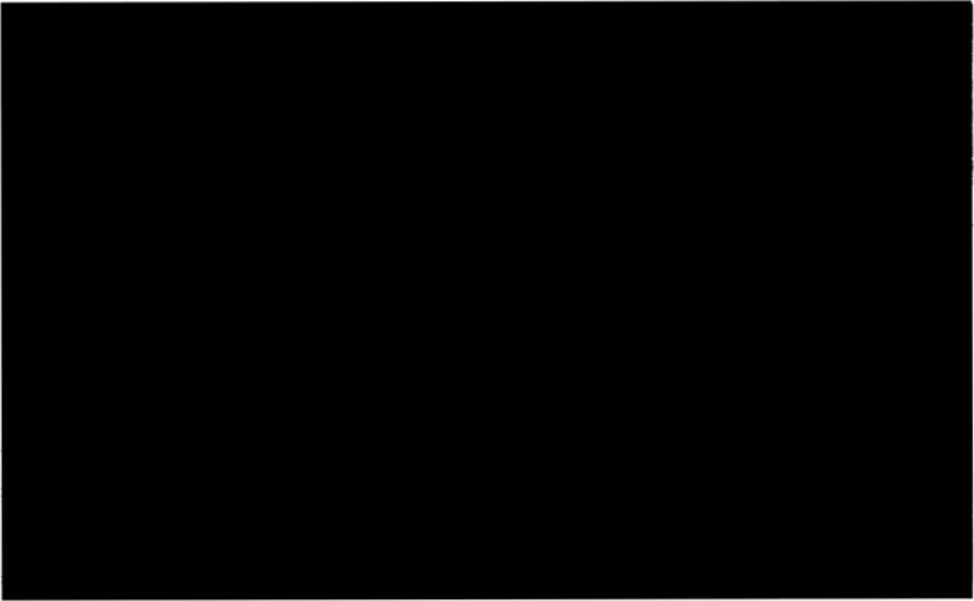
APPENDIX C
(INSTITUTIONAL IP ADDRESSES/RANGES)

Berkeley (UCB)		
Range Start	Range End	Type



Range Start	Range End	Type


Range Start	Range End	Type
[Redacted Content]		



Network Contact:
CDL Support Team
Cdl-support-1@ucop.edu

APPENDIX D

(Campuses of the University of California and Related Sites)

Campuses of the University of California and Related Sites	
Acct #	Sites
	University of California, Merced (UCM)
	University of California, San Diego (UCSD)
	University of California, Berkley (UCB)
	University of California, Los Angeles (UCLA)
	Lawrence Berkley National Laboratory (LBNL)
	University of California, Davis (UCD)
	University of California, Santa Cruz (UCSC)
	University of California, Santa Barbara (UCSB)
	University of California, San Francisco (UCSF)
	University of California, Riverside (UCR)
	University of California, Irvine (UCI)
	*University of California, Office of the President (UCOP)

* University of California, Office of the President will have access to the licensed content for administrative purposes.