



**ONE HUNDRED NINTH AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated 9 April 2014, as amended on 20 November 2017 (the "Agreement") and wish to amend the Agreement as set forth in this amendment ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of the execution date below as set forth below and on Schedule 1.

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 22 November 2017.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA O/B/O THE CALIFORNIA
DIGITAL LIBRARY
(Subscriber)**

A large black rectangular redaction box covering the signature and name of the representative.

Title: Associate Executive Director

**ELSEVIER B.V.
(Elsevier)**

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Title: Executive Vice President Research Solution Sales

Amendment No.: 1-14783693202

Rev Apr 2015

Schedule 1

**Subscribed Products/Access/Fees
UNIVERSITY OF CALIFORNIA SYSTEM**

The Subscribed Products and Fees identified below are in addition to those identified in the Agreement.

No. I-14783693202

Subscribed Products – publisher	Access	2017 USD
ScienceDirect® online – Elsevier B.V.	sciencedirect.com	
Elsevier eBooks Titles		
TOTAL FEES		

Elsevier eBooks Additional Terms and Conditions

The perpetual access granted hereunder for the above eBooks is subject to payment of a one-time fee set forth in the fee table above and, after the initial year of the Term of this Agreement, an annual access fee based on the number of chapters downloaded from such eBooks during the prior twelve (12) months at a rate of [REDACTED] per download, with a minimum annual fee of [REDACTED] (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform. The annual access fee will not be charged if the Subscriber maintains an annual subscription on ScienceDirect online or maintains a minimum annual spend of [REDACTED] on new eBooks purchases from Elsevier. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of such annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. In the event that the Subscriber does not pay any eBooks annual access fee, maintain any annual subscription on ScienceDirect online or maintain a minimum annual spend of [REDACTED] on new eBooks purchases from Elsevier, the Subscriber may, at its option, acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of such eBooks for cost in accordance with the usage provisions of the Agreement. The copy may not contain links and other features and functionality associated with the online version.

**Annex A to Schedule 1
Elsevier eBooks Titles**

UNIVERSITY OF CALIFORNIA, IRVINE

The Subscribed Titles identified below are in addition to those identified in the Agreement.

Product ID	ISBN	Elsevier eBooks Title
9780323357623	9780323357623	Hematology

