[redacted]

ELSEVIER

[redacted]

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 11 December 2025 by and between **The Regents of the University of California System**, 1111 Franklin St, Oakland, CA 94607, USA (the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*
Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*
Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") as well as individuals using computers within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use ("Walk-in Users").

1.3 *Authorized Uses*.
Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User; and
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier.

1.4 *Restrictions on Use of Subscribed Products*.
Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, or as permitted by any Creative Commons licenses or public domain dedications applied to the Subscribed Products, the Subscriber and its Authorized Users may not:

a. abridge, modify, translate, or create any derivative work and/or service for the public or third parties (including resulting from the use of artificial intelligence tools), based on the Subscribed Products, except to the extent necessary to make them perceptible on a device to Authorized Users or in accordance with accessibility laws;

b. remove, obscure, or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;

[redacted]

c. use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, or index the Subscribed Products except to the extent reasonably necessary for text and data mining as set out below; in the event any such tools or processes are used for text and data mining, they may not disrupt the functionality of the Subscribed Products;

d. use the Subscribed Products in combination with a third-party generative artificial intelligence tool (including to train an algorithm, test, process, analyze, generate output and/or develop any form of artificial intelligence tool) except where such third-party generative artificial intelligence tool: (i) is used locally in a self-hosted environment or closed hosted environment solely for use by Subscriber or Authorized Users; (ii) is not trained or fine-tuned using the Subscribed Products or any part thereof, unless pursuant to a license entered into by Subscriber that imposes commercially reasonable security measures, limits use to Subscriber or Authorized Users only, and precludes public release or exchange of the trained artificial intelligence tool or its data with a third party; and (iii) does not share the Subscribed Product or any part thereof with a third party.

   Subject to the above, uses of artificial intelligence tools developed by Subscriber and Authorized Users, or third party non-generative artificial intelligence tools, are permitted provided they: are not used to create a competing or commercial product or service for use by third parties; do not disrupt the functionality of the Subscribed Products; and do not reproduce or redistribute the Subscribed Products or any part thereof to a third party. Further, any such artificial intelligence tools shall be used with reasonable information security standards to undertake, mount, load, or integrate the Subscribed Products on Subscriber's or Authorized Users' servers or equipment;

e. post individual items from the Subscribed Products on social networking sites; or

f. substantially or systematically reproduce, retain or store locally (except as needed for uses authorized herein and only for the period of time reasonably needed for such uses), redistribute or disseminate the Subscribed Products. Subscriber shall use reasonable efforts to inform Authorized Users that, upon termination of the Agreement, the Subscriber and its Authorized Users shall delete all stored copies of items from the Subscribed Products. Notwithstanding the foregoing, and for purposes of clarity, the Subscriber and the Authorized Users will not be required to delete incidental copies of individual items that would be impractical or impossible to remove (i.e. as may have been embedded in spreadsheets, reports and similar printed or electronic documents), provided that such individual items will continue to be subject to the usage provisions of the Agreement, which provisions will survive the termination of the Agreement.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

Consistent with Section 3.2, Subscriber shall take appropriate reasonable efforts to ensure the Subscribed Products are used in accordance with this Agreement against misuse or unauthorized access. The Subscriber will not be liable for misuse or unauthorized access use of the Subscribed Products by any Authorized Users provided that the misuse or unauthorized access did not result from the Subscriber's own gross negligence or willful misconduct and that the Subscriber did not permit such misuse or unauthorized access to continue after having actual notice thereof.

In the event a court in the United States determines that Fair Use (as defined in US Code Title 17 Section 107) of artificial intelligence tools encompasses broader uses than the limitations set forth in this paragraph 1.4, the Parties agree to negotiate in good faith a revision of this section 1.4.

[redacted]

1.5 *Intellectual Property Ownership*.
The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products*.
Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands.

2.2 *Quality of Service*.
Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content*.
Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports*.
Elsevier will make usage data reports on the Subscriber's usage activity available as described at https://www.elsevier.com/librarian/usage-reports/. Subscriber reserves the right to analyze and make results available to both internal and external constituencies of usage data compiled by Elsevier and made available to Subscriber. Such reports may be accessed by vendors or other third parties retained by the Subscriber only for the purpose of usage analysis of the Subscriber. The Subscriber may present results of its usage data analysis for educational and research purposes at library conferences and similar events. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice. Elsevier hereby grants permission to the Subscriber to share usage data reports on the Subscriber's usage activity with third party data analysis tools, including but not limited to Alma Analytics, Tableau, and/or Our Research for use with The Unsub Platform, solely for the purpose of usage analysis of the Subscriber and provided that those third parties agree to this limited use and delete the data when no longer required for the permitted limited use.

2.5 *Accessibility*.
Elsevier shall use reasonable efforts to comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA (http://www.w3.org/WAI/guid-tech.html), as applicable. Elsevier shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Exceptions to compliance will be noted in Elsevier's current, accurate completed Voluntary Product Accessibility Template ("VPAT") which Elsevier will provide to the Subscriber. If the Subscribed Products do not comply or are not consistent with the applicable provisions of the ADA or Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA, the Subscriber may adapt the Subscribed Products in order to allow Authorized Users with disabilities to access the Subscribed Products to the extent necessary to comply with applicable law.

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SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication*.
Access to the Subscribed Products will be authenticated by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is provided solely by the Subscriber and limited to library Sites only. The distribution of usernames/passwords, access credentials or otherwise by Walk-in Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*
The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber’s credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;

- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:

    - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

    - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and

    - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.

- immediately deactivate any credentials when no longer needed or where access presents a security risk;

- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and

- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third-party provider the Subscriber engages, in particular, if such third-party provider supplies and manages IP addresses.

3.3 *Security Requirements.*
The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than thirty (30) days of date of invoice for the Fees due for the following year of the Term. Late payments will be subject to interest charges of 1% per month on the unpaid balance. If the Subscriber disputes, in good faith, any amount on Elsevier's invoice, the Subscriber will provide written notice of the dispute to Elsevier along with full supporting documentation within ten (10) business days thereafter. Once the invoice dispute is resolved and settled, the Subscriber will pay the amount due within thirty (30) days following resolution of dispute. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. DURATION.

5.1 *Term*.
The term of this Agreement will commence on 01 January 2026 and continue through and including 31 December 2030 ("Initial Term").

5.2 *Renewal.*
After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties under mutually agreeable terms and pricing in writing for an additional one-year term(s) (a "Renewal Term").The Subscriber must give written notice to Elsevier no later than ninety (90) days prior to the end of the then current Term of its intention to renew or to not renew. The Initial Term and each Renewal Term are collectively the "Term". The Subscriber may access and use in perpetuity the Engineering Index Backfiles in accordance with the provisions of this Agreement.

5.3 *Early Termination Due to Insufficient Budgetary Allotment*.
The Subscriber may terminate this Agreement without penalty by giving notice to Elsevier no less than thirty (30) days prior to the end of the calendar year with such termination effective on December 31st of the respective calendar year if sufficient funds are not provided, allocated, or allotted, or reasonably available to permit the Subscriber, in exercise of its reasonable administrative discretion, to continue this Agreement. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties*.
Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities*.
Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

6.3 *Disclaimer*.
EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIBED PRODUCTS, THE USE OF ANY FORM OF ARTIFICIAL INTELLIGENCE, AND ANY OTHER DATA, DOCUMENTATION, TECHNOLOGY OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*
Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure*.
Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure.

[redacted]

7.2 *Severability*.
The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement*.
This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders or Subscriber terms, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification*.
Any modification, amendment or waiver of any provision of this Agreement will be effective only if made in writing and executed in accordance with the provisions of Section 7.10, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment*.
The Subscriber will not assign, transfer or license any of its rights or obligations in whole or in part under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy*
Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated thirty party or use it for any purpose other than as described in this Agreement. To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products and the Elsevier Data Processing Addendum at https://www.elsevier.com/legal/data-processing-terms ("DPA"). The Subscriber will comply with the Data Protection Laws in providing any personal data to Elsevier. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

7.7 *Notices*.
All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 101 Park Avenue, 24th Floor, New York, NY 10178, USA.

If to the Subscriber: University of California System, 1111 Franklin St, Oakland, CA 94607, USA.

7.8 *Confidentiality*.
The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 *Compliance with Laws*.
Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 *Governing Law*.
This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

7.11 *Execution*.
This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by electronic means, including confirmation of acceptance by email.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

UNIVERSITY OF CALIFORNIA SYSTEM Regents of the University of California
(Subscriber)

[redacted]______________

Na[redacted]
Title: Director of Shared Collections, CDL

ELSEVIER B.V.
(Elsevier)

____[redacted]______________ 18-Dec-2025

Name: [redacted]
Title: Vice President, Account Support & Tender Management

[redacted]

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

UNIVERSITY OF CALIFORNIA SYSTEM

No. 1-25344589954

Subscribed Products – publisher	**Access**	**2026**	**2027**	**2028**	**2029**	**2030**
Engineering Index Backfiles (perpetual access) – Elsevier Inc.	engineering village.com	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
INSPEC® Archive (perpetual access) – The Institution of Engineering and Technology	engineering village.com	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
TOTAL FEES		[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

INSPEC Archive Additional Terms and Conditions
The Subscriber will execute a separate The Institution of Engineering and Technology (IET) INSPEC Archive Agreement whose terms and conditions will govern the Subscriber's use of INSPEC Archive. The perpetual access granted thereunder is subject to payment of a fee set forth in the fee table above. The fee of [redacted] is waived for the calendar year set forth above in the table. However, upon termination of Ei Backfile, an annual access fee of [redacted] (adjusted annually for inflation and cost increases) for continued online access on Engineering Village shall be assessed.

Engineering Index Backfiles Additional Terms and Conditions
The perpetual access granted hereunder for the Engineering Index Backfiles shall continue through the payment of an annual access fee, with a minimum annual fee of [redacted] for the Subscriber's access to the platform. The annual access fee will not be charged if the Subscriber maintains an annual subscription on Engineering Village. In the event that the Subscriber does not pay the annual access fee or maintain any annual subscription on Engineering Village, 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 the Engineering Index Backfiles for cost in accordance with the usage provisions of the Agreement. The electronic copy may not contain links and other features and functionality associated with the online version.

[redacted]

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: University of California System

Sites:	**#Auth. Users:**	**Authentication:**
University of California, Office of the President, 1111 Franklin Street, Oakland, CA 94607, USA	28,150	University of California, Office of the President (UCOP) [redacted]
110 Sproul Hall, Berkeley, CA 94720, USA		University of California, Berkeley (UCB) [redacted]
One Shields Avenue, Davis, CA 95616, USA		University of California, Davis (UCD) [redacted]
Irvine, CA 92697, USA		University of California, Irvine (UCI) [redacted]

405 Hilgard Avenue, Los Angeles, CA 90095, USA		University of California, Los Angeles (UCLA) [redacted]
5200 North Lake Road, Merced, CA 95344, USA		University of California, Merced (UCM) [redacted]
900 University Avenue, Riverside, CA 92521, USA		University of California, Riverside (UCR) [redacted]

[redacted]

9500 Gilman Drive, San Diego, CA 92093, USA		University of California, San Diego (UCSD) [redacted]
Santa Barbara, CA 93106, USA		University of California, Santa Barbara (UCSB) [redacted]
1156 High Street, Santa Cruz, CA 95064, USA		University of California, Santa Cruz (UCSC) [redacted]

Estimated total number of Authorized Users for Engineering Index Backfiles and Inspec Archive: 28,150

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, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name:	[redacted]
Title:	CDL Acquisitions Coordinator
Name/Address (if different from Section 7.7):	University of California System, California Digital Library, Office of the President, 1111 Franklin Street, Oakland, CA 94607, USA
E-mail:	[redacted]
Phone:	[redacted]

Billing Contact

Name:	[redacted]
Title:	CDL Acquisitions Coordinator
Name/Address (if different from Section 7.7):	University of California System, CDL Acquisitions, Geisel Library, 9500 Gilman Drive #0175K, La Jolla, CA 92093-0175, USA
E-mail:	[redacted]
Phone:	[redacted]

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.