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(b) **Assignment.** Neither party may not assign this Agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of the other party.

(c) **Entire Agreement.** This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.

(d) **Amendment.** This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(e) **Governing Law.** This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction.

(f) **Dispute Resolution & Venue.** In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

(g) **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(h) **Force Majeure.** Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(i) **Non-Waiver.** The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(j) **Survival.** The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(e), 5, 6(c), 7, 8, 9, 10, and 11.

(k) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

**THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS, INCORPORATED**



LICENSEE



Title: Associate Executive Director

Date: 4/5/2018

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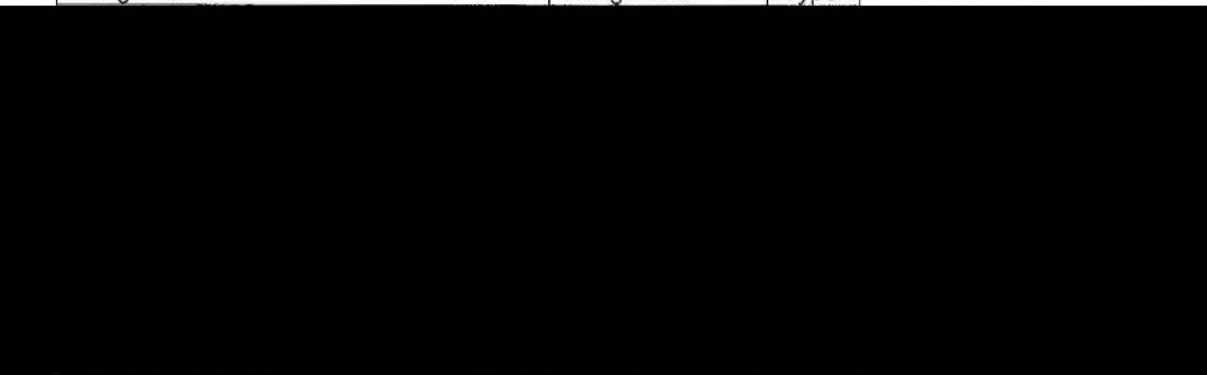
1. University of California, Berkeley
2. University of California, Davis
3. University of California, Irvine
4. University of California, Los Angeles
5. University of California, Merced
6. University of California, Riverside
7. University of California, San Diego
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11. University of California, Office of the President
12. Lawrence Berkeley National Laboratory (LBNL)
13. Lawrence Livermore National Laboratory (LLNL)

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Berkeley (UCB)		
Range Start	Range End	Type

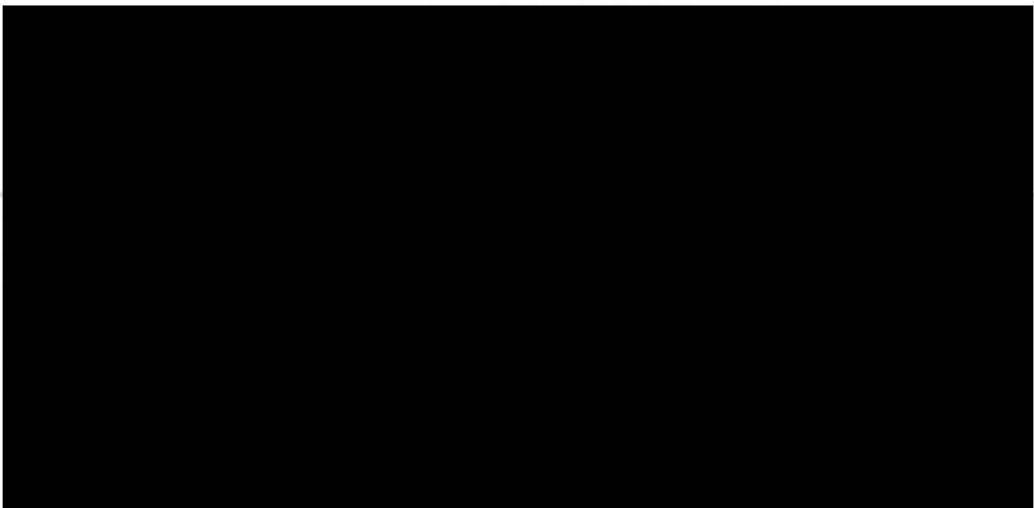


Davis (UCD)		
Range Start	Range End	Type



Irvine (UCI)		
Range Start	Range End	Type





Los Angeles (UCLA)		
Range Start	Range End	Type



Merced (UCM)		
Range Start	Range End	Type

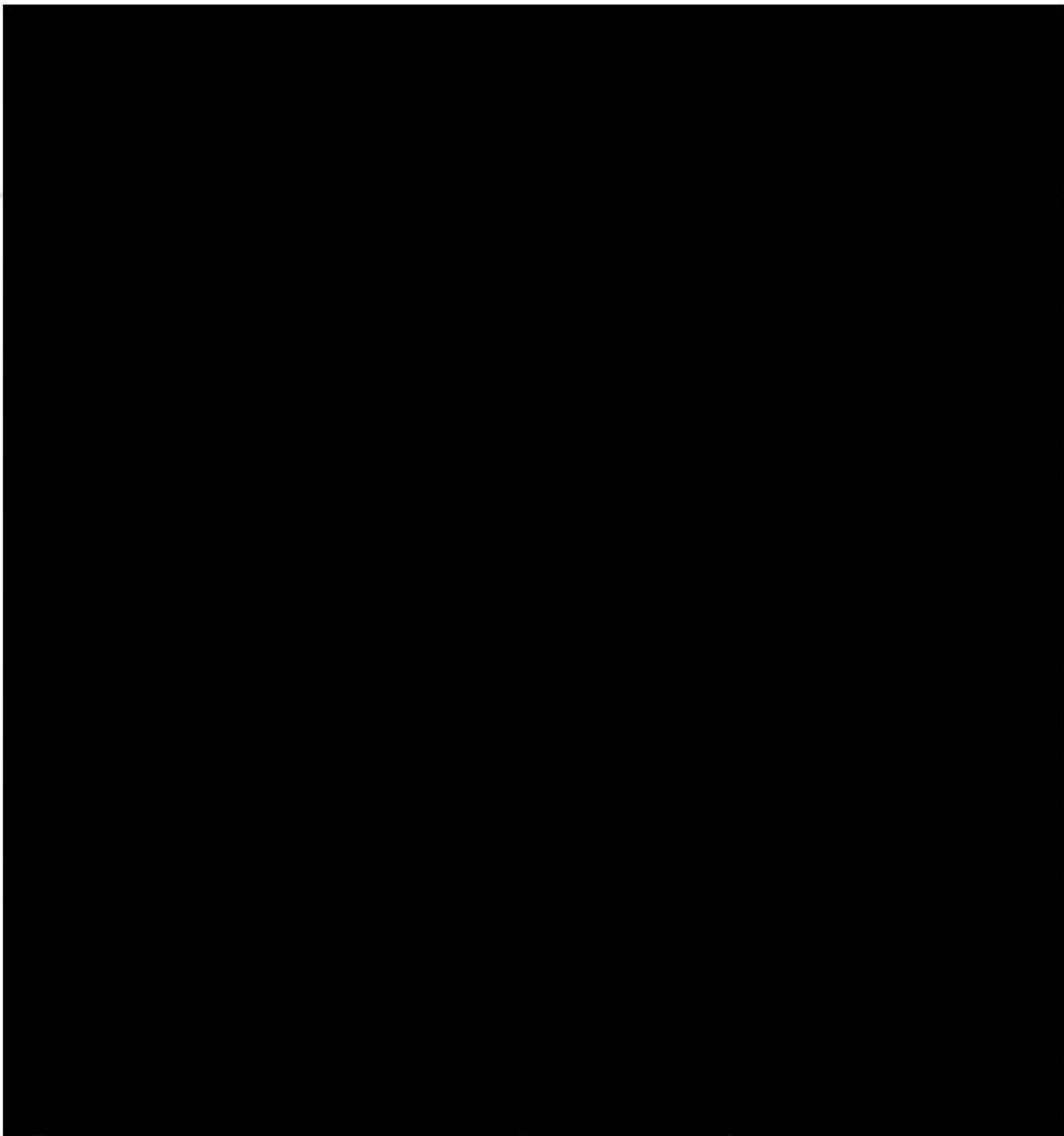


Riverside (UCR)		
Range Start	Range End	Type



San Diego (UCSD)		
Range Start	Range End	Type



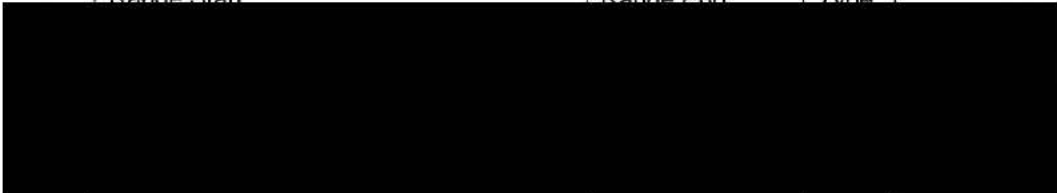


San Francisco (UCSF)		
Range Start	Range End	Type





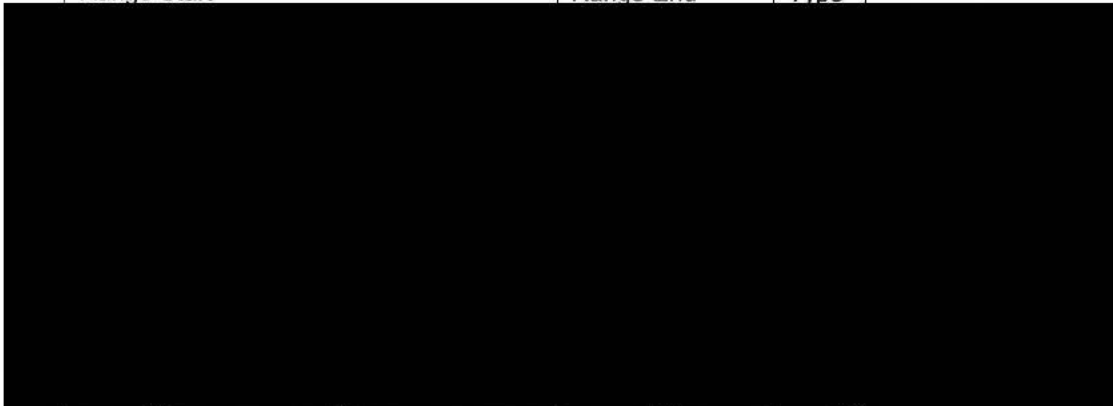
Santa Barbara (UCSB)		
Range Start	Range End	Type



Santa Cruz (UCSC)		
Range Start	Range End	Type



Office of the President (UCOP)		
Range Start	Range End	Type



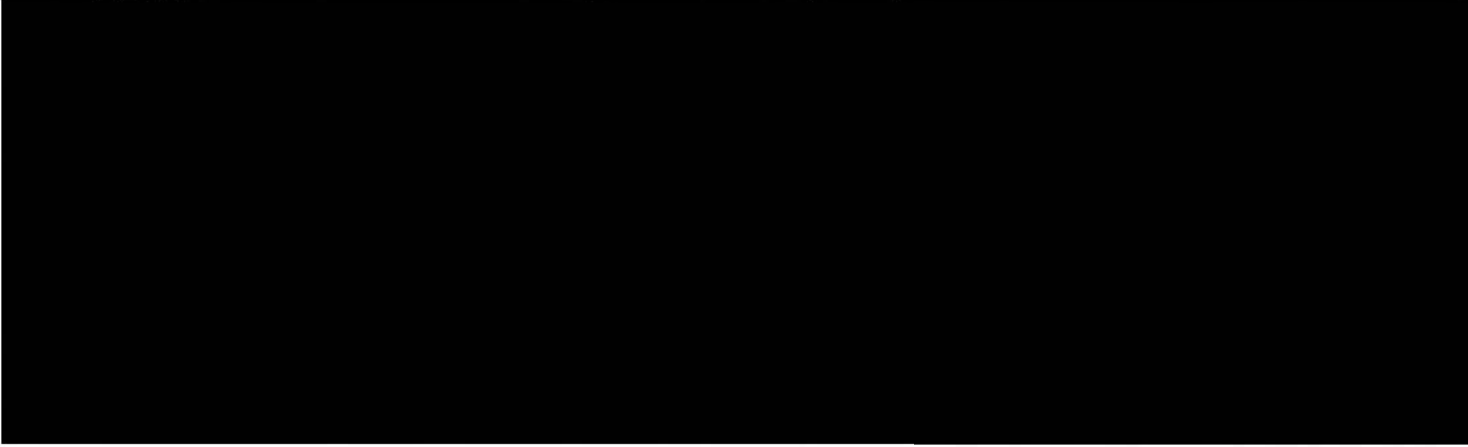
Lawrence Berkeley National Laboratory (LBNL)		
Range Start	Range End	Type



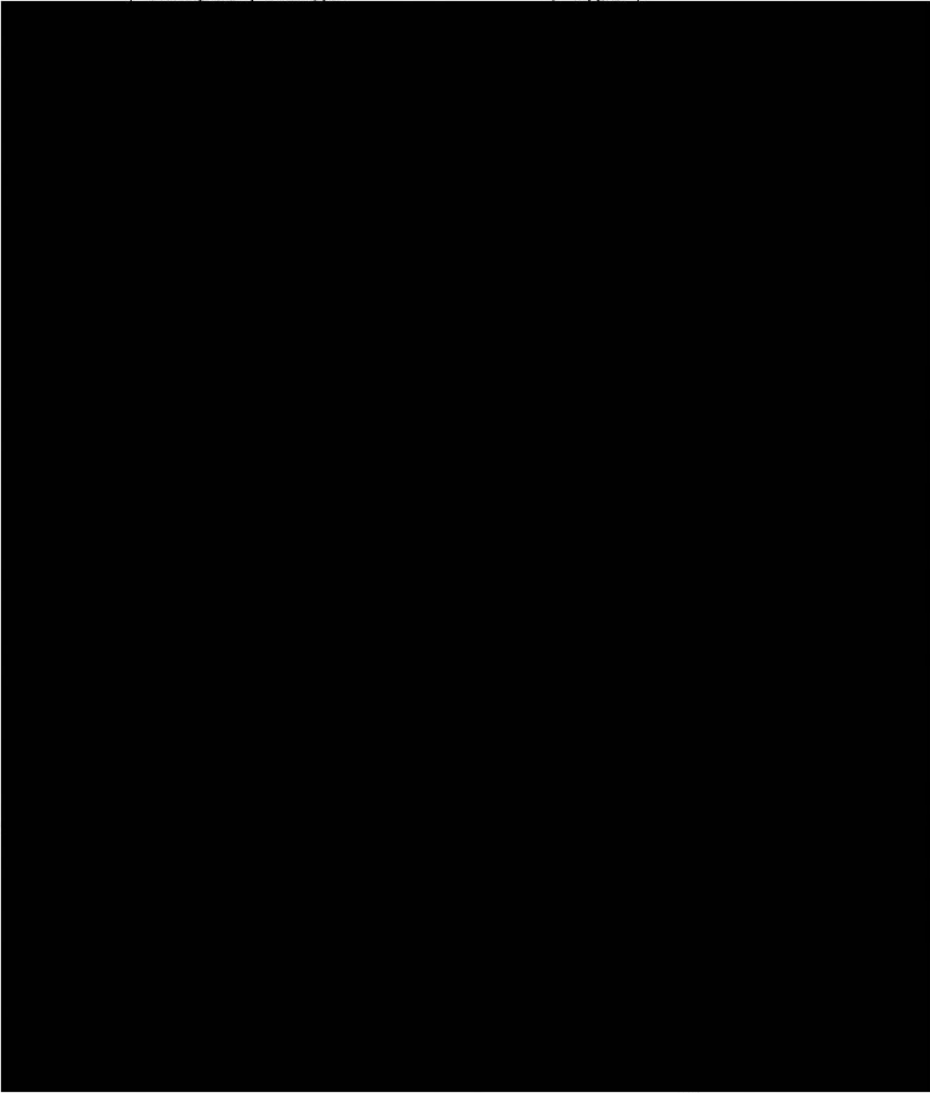


Lawrence Livermore National Laboratory
(LLNL)

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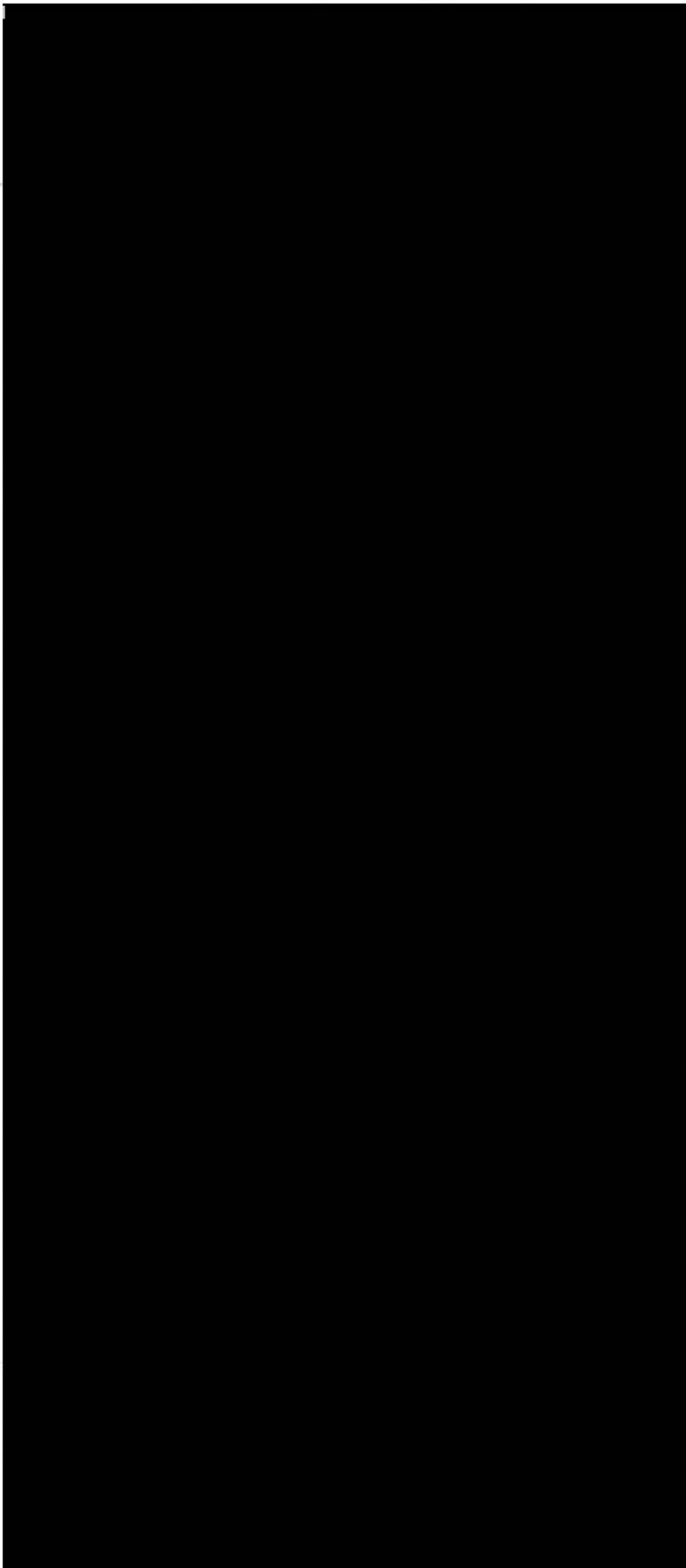


Campus	Range	Type
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YEAR	START DATE	END DATE	LICENSE FEE
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2	1 January 2020	31 December 2020	[REDACTED]
3	1 January 2021	31 December 2021	[REDACTED]

Note: Annual increase: 3.5%

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 - Lawrence Livermore National Laboratory (LLNL)
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