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Piscataway, NJ 08854

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Title: Director of Marketing Operations  
Date: 2/1 June 2007

(Please fax all pages of the signed agreement directly to IEEE at +1 732 810 0266.)

CDL IEL Agreement
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(b) Notwithstanding the terms of subparagraph (a), this Agreement may be terminated upon written notice as follows:

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(iv) **On Notice.** At least thirty days prior to the expiration of the Initial Term or any successive Renewal Term and upon written notice to the other party, either party may terminate this Agreement effective at the end of the Initial Term or any successive Renewal Term.

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(d) It possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

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(a) Notice. All notices, consents and other communications ("Notice") hereunder shall be made in writing, by mail to the receiving party's address set forth on the first page of this Agreement. All Notices shall be deemed to have been received by the receiving party
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(b) **Assignment.** Licensee may not assign this Agreement, or sublicense, assign or delegate any right or duty hereunder, by operation of law or otherwise, without the prior written consent of IEEE.

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

(d) **Survival.** The rights and obligations in Sections 4, 5, 6(d), 7, 10, 11 and 12 shall survive the termination or expiration of this Agreement.

(e) **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 verbal or written negotiations or agreements on the subject matter herein.

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ANNEX I
AUTHORIZED SITES

Confidentiality

For the purposes of this Section, Confidential Information shall include, but not be limited to, the terms and existence of this Agreement, including pricing, site locations, population counts, and proprietary information relating to products or services of the parties disclosed for the purpose of providing price quotes.

Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement), the Confidential Information of the other party, during the Term of this Agreement and for five (5) years following the expiration or termination hereof. Confidential Information shall not include information that the receiving party can show (i) was rightfully in the receiving party's possession without any obligation of confidentiality prior to receipt from the disclosing party; (ii) is or becomes a matter of public knowledge through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without violation of a duty of confidentiality; or (iv) is or was independently developed by or for Recipient.

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University of California, Santa Barbara
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ANNEX II

DESCRIPTION OF SERVICES

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(a) Licensee represents and warrants that (a) the list of IP addresses provided to IEEE in accordance herewith is accurate and valid, and (b) Licensee shall exert reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than an Authorized User is or will be able to access the Database.

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(iii) if a simultaneous user session is interrupted or expires for any reason, the Authorized User must return to their internal page that contains the link to the Licensed Products to re-gain access to the Licensed Products; and

(iv) an Authorized User will not be able to gain access to links provided by CrossRef, a collaborative reference linking service, within an IEEE article.

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- Connection to an Internet Service Provider (ISP)
- Adobe® Acrobat Reader 3.02 installed (or above)
- Direct parallel or LAN-attached printer with 300 dpi resolution
- Windows compatible mouse