## AMENDMENT C MULTI-YEAR COMMITMENT

This Amendment C is hereby incorporated into the IEEE Online Products License Agreement Academic that was signed by The Regents of the University of California, with its principal offices at The California Digital Library ("Licensee") and The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE") dated April 25, 2007 ("the Agreement"). The parties agree to be bound by the terms and conditions of the Agreement and acknowledge the following:

- 1. Access to IEEE/IET Electronic Library (IEL) shall be limited pursuant to the terms and conditions of this Amendment for the following Authorized Sites:
  - a. University of California, Berkeley
  - b. University of California, San Diego
  - c. University of California, Los Angeles
  - d. University of California, Santa Barbara
  - e. University of California, Irvine
  - f. University of California, Davis
  - g. University of California, San Francisco
  - h. University of California, Santa Cruz
  - i. University of California, Riverside
  - j. University of California, Merced
  - k. University of California, Office of the President
- 2. Pursuant to Section 6 and Section 9 of the Agreement, the Licensee Fees and Service Dates listed reflect the payments for services for a term period of three (3) years as outlined below:
  - a. Year 1 Service Dates: December 31, 2015 to December 31, 2016
  - b. Year 2 Service Dates: January 1, 2017 to December 31, 2017 -
  - c. Year 3 Service Dates: January 1, 2018 to December 31, 2018 -
- 3. In connection with the services, payments shall be due in annual installments. IEEE will invoice Licensee thirty (30) days prior to the beginning of each Service Date and payment of the annual installment shall be due thirty (30) days from the Invoice Date.
- 4. If during the term listed above, Licensee (1) requests to provide access to additional campus locations or (2) effects any other changes within its organizational structure that materially increases the scope of its access to the IEEE Licensed Products; then the terms and conditions outlined herein are subject to amendment by IEEE and the above outlined license fees are subject to proportional increase.
- 5. For the avoidance of doubt, Renewal Terms may include labs and other entities managed by the Licensee as Authorized Sites. If either of the following labs are included within the Renewal Term, the invoice issued to Licensee will show a separate line item for the particular lab at pricing established by IEEE, approved by the Licensee and separate from the multi-year pricing outlined in this Amendment.
  - Lawrence Berkeley National Laboratory (LBNL)
  - Lawrence Livermore National Laboratory (LLNL)
- 6. This Amendment may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by the duly authorized representatives as of the Effective Date.

LICENSEE: **REGENTS OF THE UNIVERSITY OF CALIFORNIA**, with its principal offices at THE CALIFORNIA DIGITAL LIBRARY

Title: \_Associate Executive Director\_\_\_\_\_

Date: \_\_\_\_9/6/2017\_\_\_\_\_

LICENSOR: INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC.

Title: Director, Customer Operations

Date: 07-SEPT-2017