

AMENDMENT NO. D

This Amendment No. D, dated November 09, 2017 (the "Amendment") hereby amends the IEEE Online Products Agreement (Academic) that was signed by The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE"), a New York not-for-profit corporation, and Regents of the University of California, on behalf of the California Digital Library (the "Licensee" and, together with IEEE, the "Parties") dated April 25, 2007, as modified Amendment A, dated June 21, 2007, Amendment B, dated June 15, 2017 and Amendment C, dated September 7, 2017 (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

WHEREAS, the Parties desire to enter into this Amendment to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 6(a) of the Agreement is hereby amended by replacing the second sentence in its entirety with the following:

Licensee may renew the Agreement for additional twelve (12)-month periods, unless otherwise specified in writing, (each, a "Renewal Term") upon written notice to IEEE and payment of the annual license fee, as determined by IEEE, within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.
2. That the following Authorized Site shall be provided with access to the SMPTE Motion Imaging Journal subject to the terms and conditions of the Agreement:
 - a. University of California, Davis
3. In accordance with Section 6 of the Agreement and this Amendment, the term of the subscription for SMPTE Motion Imaging Journal for University of California, Davis shall run from December 1, 2017 through June 30, 2018.
4. In accordance with Section 9 of the Agreement, the License Fee for the aforementioned Renewal Term shall be [REDACTED]
5. This Amendment is governed by the Agreement. The terms of this Amendment supersede provisions in the Agreement only to the extent that the terms of this Amendment and the Agreement expressly conflict. However, nothing in this Amendment should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Amendment.
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 executed this Amendment as of date first written herein.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

LICENSEE

Signature: [REDACTED]
IEEE Director of Customer Operations

Signature: [REDACTED]

Name: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Title: Associate Executive Director

Date: [REDACTED]

Date: 11/9/2017