SIXTY-FOURTH AMENDMENT TO ELSEVIER SUBSCRIPTION AGREEMENT

WHEREAS, the parties hereto have previously entered into an agreement dated 9 April 2014 (the “Agreement”) as last amended on 24 February 2016 and wish to amend the Agreement as set forth in this amendment (“Amendment”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 29 February 2016 as set forth below on Schedule 1.

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 29 February 2016.

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(Subscriber)

[Signature]
Title: [Interim Executive Director]

ELSEVIER B.V.
(Elsevier)

[Signature]
Title: Executive Vice President Research Solution Sales

Amendment No. 1-10476673580
ELSEVIER SUBSCRIPTION AGREEMENT  
Schedule I  
Subscribed Products/Access/Fees

UNIVERSITY OF CALIFORNIA - SANTA BARBARA

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