IOP PUBLISHING LIMITED (1)

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE UNIVERSITY OF CALIFORNIA, BERKELEY (INCLUDING AUTHORIZED USERS AT LAWRENCE BERKELEY NATIONAL LAB) (2)

VARIATION AGREEMENT
August 1, 2019 | 09:24 PDT

THIS AGREEMENT is made the [26] day of [July] 2019

BETWEEN:

(1)    IOP PUBLISHING LIMITED a company incorporated in England (registered number 467514) and having its registered office at Temple Circus, Temple Way, Bristol BS1 8HG, United Kingdom ("IOPP"); and

(2)    THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE UNIVERSITY OF CALIFORNIA, BERKELEY (INCLUDING AUTHORIZED USERS AT THE LAWRENCE BERKELEY NATIONAL LAB) of 250 Moffitt Library#600C, Berkeley, CA 94720, USA (the "Institution")

PREAMBLE:

(A)    On 15 May 2014, the parties entered into an agreement under which IOPP granted a license to the Institution to access the Service (the "Licence Agreement"). This was varied on 14 December 2015 and 20 November 2018 (the Licence Agreement as so varied being the "Agreement" for the purposes of this Variation Agreement).

(B)    The parties now wish to vary the Agreement again on the terms hereof.

1.    INTERPRETATION

1.1.   The headings in this Variation Agreement are for convenience only and shall not affect its interpretation.

2.    TERM

2.1.   This Variation Agreement shall be deemed to have commenced on July 2, 2019.

3.    THE VARIATIONS

   In consideration of the payment of [] by the Institution to IOPP, the parties agree the following:

3.1    Schedule 2 of the Agreement shall be replaced with Schedule 2 of this Variation Agreement; and

3.2    Schedule 3 of the Agreement shall be replaced with Schedule 3 of this Variation Agreement.
4. GENERAL

4.1 Terms which are defined in the Agreement shall have the same meaning where used in this Variation Agreement.

4.2 Save as varied by this Variation Agreement, the Agreement shall remain in full force and effect.
SCHEDULE 2: CONTENT INCLUDED IN THIS LICENCE

All sums set out in this Schedule are exclusive of Value Added Tax, in accordance with standard condition 13, and other sales taxes which will be paid if applicable.

<table>
<thead>
<tr>
<th>Release Number</th>
<th>Number of Books</th>
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<tbody>
<tr>
<td></td>
<td>IOP Concise Physics™</td>
</tr>
<tr>
<td>1</td>
<td>25</td>
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<tr>
<td>2</td>
<td>40</td>
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<td>3</td>
<td>55</td>
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<td>4 (AAS 1)</td>
<td>45</td>
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<td>5 (AAS 2)</td>
<td>50</td>
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<td>50</td>
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Schedule 3 sets out which campuses are entitled to have access to all of the Releases in Schedule 2 and which are entitled only to access Release 1 - 4 IOP Concise Physics, IOP Expanding Physics and Release 1 AAS-IOP Astronomy.
SCHEDULE 3: ACCESS DETAILS

Name of Institution: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE UNIVERSITY OF CALIFORNIA, BERKELEY (INCLUDING AUTHORIZED USERS AT LAWRENCE BERKELEY NATIONAL LAB) of 250 Moffit Library #6000, Berkeley, CA 94720, USA

Campuses of Institution

THE LICENSEES

The following campuses are entitled to have access to all of the Releases in Schedule 2
University of California, Berkeley (including Lawrence Berkeley Lab)
University of California, Davis
University of California, Irvine
University of California, Los Angeles
University of California, Merced
University of California, Riverside
University of California, San Diego
University of California, Santa Cruz
University of California Office of the President (UCOP)

The following campuses are entitled to have access to the following releases within Schedule 2 only; Release 1 - 4 IOP Concise Physics, IOP Expanding Physics and Release 1 AAS-IOP Astronomy
University of California, San Francisco
University of California, Santa Barbara

University of California IP Address List
Berkeley (UCB), including LBL

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</table>
San Francisco (UCSF)

Range Start

Range End

Santa Barbara (UCSB)

Range Start

Range End

Santa Cruz (UCSC)

Range Start

Range End

AS WITNESS the hands of the parties the day and year first above written.

Signed by

for and on behalf of

IOPP

Managing Director

Endorsement

August 1, 2019 | 09:24 PDT

Signed by

for and on behalf of

the Institution

University Librarian

7/27/2019

Consortium Variation Agreement – 25 July 2019