

**SECOND AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated 20 August 2019 as last amended on 19 September 2019 (the "Agreement"), 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 27 September 2019 as set forth 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 11 October 2019.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA O/B/O CALIFORNIA DIGITAL
LIBRARY
(Subscriber)**

Name: _____
Title: Associate Executive Director, CDL

**ELSEVIER B.V.
(Elsevier)**

Name: _____
Title: Executive Vice President Research Solution Sales
Amendment No.: _____ Agreement No.: _____

Rev Apr 2015

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1

Subscribed Products/Access/Fees

UNIVERSITY OF CALIFORNIA

The Subscribed Products and Fees identified below are in addition to those identified in the Agreement.

Amendment No. [REDACTED]

Subscribed Products – publisher	Access	2020 USD
ScienceDirect® online – Elsevier B.V.	[REDACTED] [REDACTED]	
Elsevier eBooks Collections -Specialty Medicine -Health Professions -Veterinary Medicine -Specialty Surgery		
TOTAL FEES		[REDACTED]

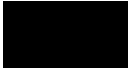
**Annex A to Schedule 1
Elsevier eBooks Titles**

UNIVERSITY OF CALIFORNIA

Product ID	Elsevier eBooks Title
EBCHP	Health Professions
EBCSM	Specialty Medicine
EBCSSHS	Specialty Surgery
EBCVM	Veterinary Medicine

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: University of California

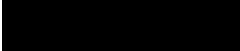


Sites:	#Auth. Users:	Authentication:
University of California, Berkeley University of California, Davis University of California, Irvine University of California, Los Angeles University of California, Riverside University of California, San Diego University of California, San Francisco		On File

Estimated total number of Authorized Users for ScienceDirect: 





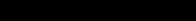
With the exception of research institutes at the above locations (under “Sites”) where University of California faculty work, for the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

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Title: Licensing Analyst
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Billing Contact

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Title: CDL Acquisitions Coordinator
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The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.