



**Amendment 6 to the
Product Specific Terms – Schedule 2
under the Elsevier Master Agreement**

This Sixth Amendment (“Amendment 6”) to the Product Specific Terms – Schedule 2 (“Schedule 2”) of the Elsevier Master Agreement dated December 12, 2014, and all subsequent amendments thereto (the “Agreement”) is entered into on August 01, 2023 (“Amendment Effective Date”) by and between **University of California – San Diego**, 9500 Gilman Dr., La Jolla, CA 92093 (“Client”), and **Elsevier Inc.**, [Text deleted]

WHEREAS, the Parties wish to amend Schedule 2 to **(i)** extend the term, **(ii)** revise the products to remove Netter’s Atlas of Human Anatomy, 5e and Netter’s Atlas of Human Anatomy, 6e and **(iii)** revise the fees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in Schedule 2 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Schedule 2 as follows:

1. Section 7 titled “term” of Schedule 2 is extended through July 31, 2024.
2. As of the Amendment Effective Date, Annex A to Schedule 2 is deleted in its entirety and replaced with a new Annex A to Schedule 2, attached hereto.
3. The Fees and Sites, set forth in Annex A of this Amendment 6, will apply to the renewal term beginning August 01, 2023 through July 31, 2024.
4. Notwithstanding anything to the contrary set forth in this Amendment 6, in the event of a conflict between the terms of Schedule 2 and the terms of this Amendment 6, this Amendment 6 shall control. Other than as specifically modified by this Amendment 6, all of the other terms and conditions of Schedule 2 shall continue to be in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings given such terms in Schedule 2.
5. This Amendment 6 may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment 6 to be executed by their respective duly authorized representatives as of the Amendment Effective Date.

UNIVERSITY OF CALIFORNIA – SAN DIEGO
(Client)

ELSEVIER INC.
(Elsevier)

[Text deleted]

[Text deleted]

Name: [Text deleted]

Name: [Text deleted]

Title:

Title:

Associate University Librarian Scholarly Resources vpa,ndg1Soebra v1icseas1es Operations

Annex A to Schedule 6

Content and Fees

I. Content

<u>Title</u>	<u>ISBN</u>
Netter's Atlas of Human Anatomy, 7e	978-0-323-64176-0
Netter's Atlas of Human Anatomy, 8e	978-0-323-87659-9

Authorized Site(s):
University of California – San Diego: 9500 Gilman Dr, La Jolla, CA 92093

II. Client's Authorized IP Range:

[Text deleted]	[Text deleted]
[Text deleted]	[Text deleted]
[Text deleted]	[Text deleted]
[Text deleted]	[Text deleted]
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[Text deleted]	[Text deleted]
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III. Fees

Client shall pay to Elsevier a fee of [Text deleted] (the “Flat Fee”). The Parties agree and acknowledge that the Flat Fee is based on usage assumptions set forth below (the “Usage Assumptions”), and that Client shall (i) notify Elsevier in writing at least thirty (30) days prior to there being an actual or potential increase in the usage contemplated by the Usage Assumptions, and (ii) agree to pay a commensurately increased fee to reflect such additional usage.

The Flat Fee is due within thirty (30) days after the Amendment Effective Date. The Flat Fee shall be exclusive of any sales, use, value added, withholding or similar tax and Client shall be liable for any such taxes.

Usage Assumptions:

- Number of users: over 150 Authorized Users
- Number of institutions: 1