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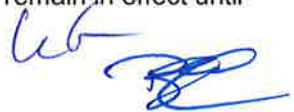
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- (a) Term. Unless terminated sooner in accordance with Section 5(b), this Agreement shall continue in effect for an initial term of twelve (12) months from the Service Date (the "Initial Term").
- (b) Termination. Notwithstanding the terms of Section 5(a), this Agreement may be terminated as follows:
 - (1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.
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(c) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.

(d) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(e) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(f) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(g) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(h) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(b and c), 4, 5(c), 6, 7, 8, 9 and 13.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

LICENSEE

Signature: _____

Signature: _____

Name: _____

Name: Kai Ekholm _____

Title: _____

Title: Library Director _____

Date: _____

Date: 6 February, 2017

Signatures removed

EXECUTED by
William D. O'Connor
IEEE Director of Customer Operations

30 JAN 2017

**SCHEDULE A:
LICENSED PRODUCTS AND SUPPORT SERVICES**

1. Licensed Products.

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3. Intended use(s) of proxy server(s) - check all that apply:

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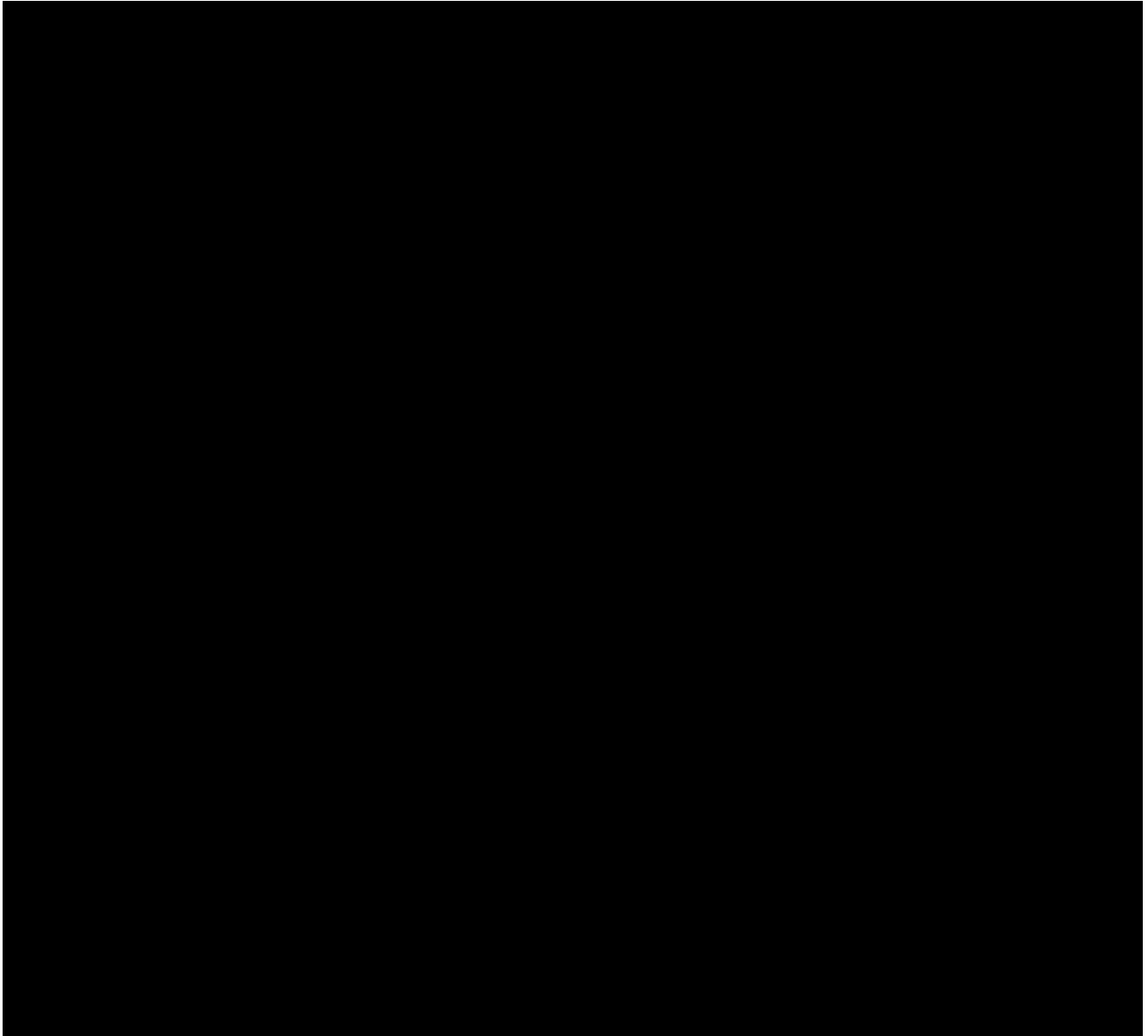
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Portions of Schedule C that are not valid for 2018 removed. Updated information in Amendment 2018.

SCHEDULE C

PAYMENT TERMS & POST CANCELLATION ACCESS

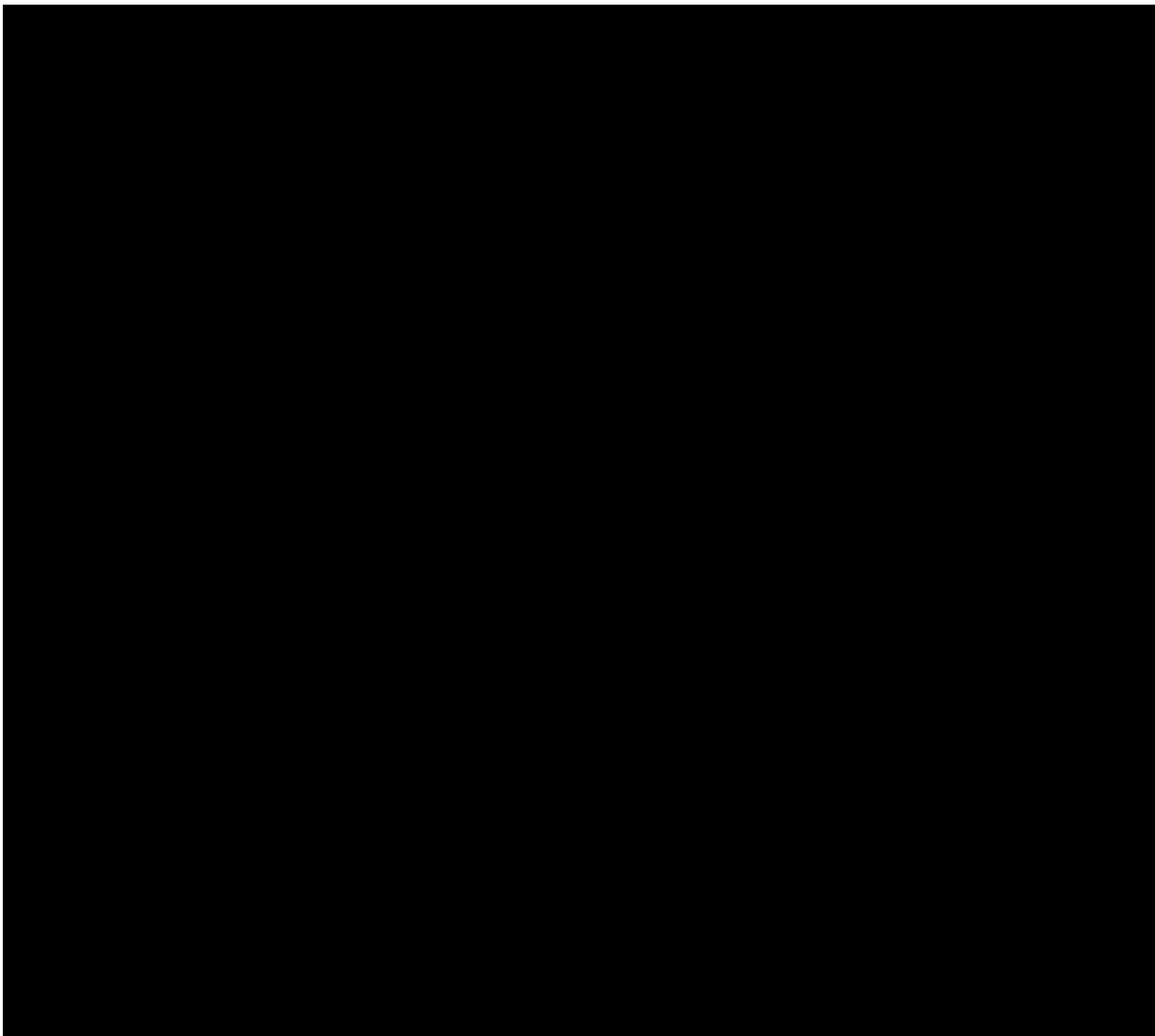


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A second handwritten signature in blue ink, appearing to be 'JL', is located below the first signature.



**THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS,
INCORPORATED**

By:



Name: William D. O'Connor

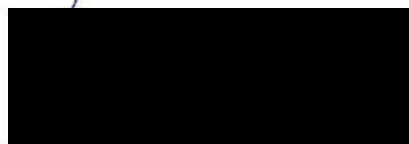
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Date:

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By:



Name: Kai Ekholm

Title: Library Director

Date:

6 February, 2017