

THIS AGREEMENT is made the 7th day of April 2014

BETWEEN

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- (2) University of California San Diego, 9500 Gilman Drive No. [Text deleted], La Jolla, CA 92093, United States of America ("the Licensee").

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11. TERMINATION

Notwithstanding anything else contained herein, this Agreement may be terminated:

11.1. by either party immediately on giving notice in writing to the other if:

11.1.1 the other party commits any material or persistent breach of any term of this Agreement and in the case of a breach capable of being remedied fails within thirty days after the receipt of a request in writing from the other party to remedy the breach; or

11.1.2 the other party becomes insolvent or is wound up or otherwise ceases to operate or on the occurrence of any analogous event under the law of any relevant jurisdiction.

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14.1. References in this Agreement to any journal or other such material, will, where the context permits, include any part of that journal or material including any article, abstract, table of contents, formula, diagram, drawing or any similar item.

14.2. This Agreement may not be assigned or transferred by the Licensee to any other person nor may the Licensee sub-contract any of its obligations to any other person without the prior consent of Turpion.

14.3. Any notice served by a party to this Agreement may be sent by air mail, courier, or by facsimile transmission to the address of the other set out herein and if so sent will be deemed to have been served in respect of air mail or courier ten working days after the date of posting and in respect of facsimile transmission at the time of such transmission.

14.4. The failure of any party to enforce any provision on any one occasion will not affect its right to enforce another provision or the same provision on another occasion.

14.5. Nothing in this Agreement will create or be deemed to create a partnership or the relationship of principal and agent between the parties and the Licensee will have no right or authority to bind or to make any representation or warranty on behalf of Turpion.

14.6 If any provision of this Agreement is void or unenforceable or renders the Agreement or any part of it void or unenforceable then that provision will be severable from the remainder of the Agreement which will continue in force and be construed as if such provision had never been contained therein.

As witness the hands of the parties the day and year first above written.

SCHEDULE 1

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|--|-----------|-------------------|
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| Soviet Journal of Quantum Electronics | 0049-1748 | 1971 - 1992 |
| Quantum Electronics | 1063-7818 | 1993 - 2002 |
| Mathematics of the USSR-Sbornik Russian Academy of Sciences. | 0025-5734 | 1967 - 1993 |
| Sbornik Mathematics | 1064-5616 | 1993 - 1995 |
| Sbornik: Mathematics | 1064-5616 | 1995 - 2002 |
| Mathematics of the USSR-Izvestiya Russian Academy of Sciences. | 0025-5726 | 1967 - 1992 |
| Izvestiya Mathematics | 1064-5632 | 1993 - 1995 |
| Izvestiya: Mathematics | 1064-5632 | 1995 - 2002 |
| Russian Mathematical Surveys | 0036-0279 | 1960 - 2002 |
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SCHEDULE 2
PRODUCT SCHEDULE 2013

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For and on behalf of Turpion Limited

In the presence of (signature)..... (name)

Date 7th April 2014

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For and on behalf of the Licensee

In the presence of..... (signature)..... (name)

Date 4/7/14