

AMENDMENT TO LICENSE AGREEMENT

This Amendment ("Amendment") to the License Agreement dated August 2005 ("Agreement") is by and between The Gale Group, a Delaware Corporation ("Gale") and The Regents of the University of California ("Customer")

WHEREAS, the parties hereto previously entered into that certain Agreement, dated as of August 2005 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend certain terms of the Agreement;

NOW, THEREFORE, in consideration of the agreements and obligations set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Elements of the Agreement.** The Agreement, as amended hereby, shall consist of the following:
 - a. The Agreement originally memorialized in August 2005 – Eighteenth Century Collections Online, Modules 1 – 7 (the "original Agreement");
 - b. Amendment 1 – executed March 2007 – Times Digital Archive;
 - c. Amendment 2 – executed May 2007 – The Making of the Modern World;
 - d. Amendment 3 – executed June 2009 – 17th and 18th Century Burney Collection Newspapers (on behalf of the University of California, Davis);
 - e. This Amendment; and
 - f. Addendum A as appended to this Amendment
2. **Modifications to the Agreement.** This Agreement is hereby modified to add access and hosting services for the Licensed Content defined in the Addendum attached hereto, which is incorporated herein by reference as if fully set forth herein. The parties agree that as of the Effective Date, the terms of this Amendment shall replace the terms set forth in Addendum A of the Agreement. Further, to the extent applicable, all other schedules, exhibits and/or attachments to and referenced in the Agreement are each incorporated into the Agreement as if fully set forth therein.
3. **Effective Date.** The modifications set forth in Section 2 shall be effective on the date of signature by the Customer on this Amendment.
4. **Legal Effect.** Except as set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of conflicting or additive terms between the terms of the Agreement and this Amendment, the terms of this Amendment shall apply in lieu of those in the Agreement. Any capitalized term used in this Amendment shall have the meaning given thereto in the Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date above written.

[Text deleted]

The Gale

The Regents of the University of California

[Text deleted]

By: _____

By: _____

Name: _____

Name: _____

Title: VP, Acc't/Fin Reporting

Title: Executive Director, CDL

Date: 6/2/2011

Date: 5-24-11

and

ADDENDUM A
LICENSED CONTENT, ACCESS PERIOD, ACCESS METHOD, HOSTING FEES

Annual hosting fee for the following Licensed Content for the hosting period noted below:

Licensed Content: See below

Access Period: 05/31/2011 – 05/30/2012

Format: Online

Access: InfoTrac Web
GaleNet
Z39.50

Access Method: User ID/Password
HTTP refer
Domain name/IP address

Hosting Fees: Hosting fees shall be invoiced and payable per the schedule below; fees are due within thirty- (30) days after invoice date

Collections	Year 1 Hosting Fees	Participating UC Campuses
17th and 18th Century U.K. Newspapers, The Burney Collection	[Text deleted]	Berkeley; San Diego; Merced; San Francisco; Riverside; Santa Barbara; Santa Cruz
19th Century U.S. Newspapers	[Text deleted]	Berkeley; San Diego; Merced; San Francisco; Riverside; Santa Barbara; Santa Cruz; Davis; UCLA
Global Missions and Theology	[Text deleted]	San Diego; Santa Cruz; Merced; San Francisco; UCLA; Irvine; Davis; Santa Barbara; Berkeley; Riverside
World Scholar: Latin American and Caribbean	[Text deleted]	San Diego; Merced; San Francisco; UCLA; Irvine; Davis; Santa Barbara; Berkeley; Riverside