



DE GRUYTER

## SECOND AMENDMENT TO GENERAL LICENSE AGREEMENT

This Amendment ("Amendment") dated May 21<sup>st</sup>, 2013 to the License Agreement Walter de Gruyter, Inc. dated June 1, 2011 ("Agreement") and last amended June 8, 2012 is by and between Walter de Gruyter, Inc., hereinafter referred to as "DeG" and The Regents of the University of California on behalf of The University of California Berkeley, hereinafter referred to as "Licensee."

WHEREAS, the parties hereto previously entered into that certain Agreement, dated September 28, 2011 and 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 original agreement --  
Walter\_de\_Gruyter\_TLL\_2011.pdf
  - b. Amendment dated June 9, 2012
  - c. This Amendment; and
  - d. Amendment Schedule 1: AKL Online for University of California, Berkeley
2. **Modifications to the Agreement.** The Agreement is hereby modified referencing Walter\_de\_Gruyter\_TLL\_2011.pdf **Effective Date: December 17<sup>th</sup>, 2012.**
3. **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 in to this Amendment as of the date above written.

Boston, MA dated 6/13/13

By: 

Name: 

Title: DIRECTOR

Walter de Gruyter, Inc.

Oakland, CA dated May 28, 2013

By: 


Name: 

Title: Executive Director, California Digital Library

California Digital Library

Boston, MA dated 7/13/2013

By: 

Name: 

Title: Sen Subs Manager

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### Schedule 1: AKL Online for University of California, Berkeley Purchase Terms

Product	Allgemeines Künstlerlexikon Internationale Künstlerdatenbank-Online
Billing address	University of California Library Payments Unit 250 Moffitt Library Tech Services, #6000 Berkeley, CA 94720-6000
Annual Subscription Fee	
Subscription date	5/21/2013
Property rights to the product	The licensee acquires property rights to the product with the payment of the purchase price.
Authorized sites of the Licensee	University of California at Berkeley Libraries
Authorized Users at the Authorized Sites	<p><b>Students, employees and servants of the University:</b> All currently enrolled full or part-time students of the Client (incl. visiting students); currently employed faculty (whether on a permanent, temporary, contract or visiting basis); teaching staff, administrators and staff (permanent or temporary) as well as contractors of the Customer.</p> <p><b>Library Users:</b> any person who is not a member of the authorized users mentioned above and who holds a current, valid library card from the Customer as well as walk-in-users.</p>
Other	