



**Addendum to License Agreement Amendment to SpringerLink Information  
System Third Amendment E- Book Collections, February 1, 2009, License ID:  
5699**

Regents of the University of California  
California Digital Library  
415 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, California, 94612 USA

(hereafter called "Licensee")

and

Springer Science+Business Media, LLC  
233 Spring Street  
New York, New York 10013-1578  
USA

(hereafter called "Springer")

License ID: 5699.003

This Addendum hereby incorporates the former Agreement dated February 1, 2009 made by and between the Regents of the University of California ("Licensee") and Springer Science+Business Media, Inc. ("Springer"). All existing terms and conditions of the Agreement are hereby ratified.

The parties desire to amend the License Agreement to provide for the purchase by Licensee of the Springer E-book collections as described in Attachment 3 hereto (the "Description of the Springer Content").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Section 1. Definitions**

1.1 Capitalized items used in this Amendment and not defined here shall have the meanings given to them in the License Agreement unless the context clearly indicates otherwise.

1.2 "Licensed Materials" as defined in the License Agreement shall include the eBook Collection.

### **Section 2. Purchase of E-Book Collection(s)**

The purchase of the E-Book Collection(s) by Licensee is effective as of January 6<sup>th</sup> 2010.

### **Section 3. Fees**

3.1 Licensee agrees to pay a fee of [ ] (the "Base Price") for a one-time purchase of the 2010 E-Book Collection(s) as listed in Attachment 3.

3.2 Payment of the Base Price is due within thirty (30) days following receipt of Springer's invoice by Licensee. In the event all or any portion of the sum invoiced is not paid when due, and notwithstanding the provisions of Section 6 of the License Agreement, Springer has the right to terminate the License Agreement without notice. Springer reserves the right to charge interest on any outstanding fees due at prevailing interest rates.

#### Section 4. Access and Archival rights

4.1 Springer recognizes the right, in the absence of an uncured breach by Licensee, of Licensee to possess in perpetuity the Springer Content as provided in this Agreement. At all times after the end of the Term, Licensee (and its Authorized Users) shall have Archive access to the Springer Content, either through SpringerLink (for so long as it is maintained by Springer in its discretion) or through Licensee's own platform, as provided below.

(a) [Text deleted]

(b)

(i) [Text deleted]

(ii)

- (c) At all times after the Term, Licensee shall have Archival Rights on its own platform for the use of Authorized Users; provided, however, that Licensee shall observe all limitations imposed on Licensee under this Agreement as if access had been granted through SpringerLink, and provided further that any Springer Content provided to Licensee for use on its own platform in accordance with this Section 1.5 may be in an electronic medium as is currently in use by Springer as of the end of the Term (i.e., such as CD-ROM or the then current equivalent).
- (d) At anytime, upon request, Licensee may request delivery of Springer Content in exercise of its perpetual rights. Content will be delivered in a mutually agreed-upon format.
- (e) Springer agrees to deposit and /or allow Licensee to deposit Springer Content to a mutually agreeable trusted third-party archives or cooperative archiving endeavor in order to exercise Licensee's perpetual rights as provided for in this Agreement. Springer agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Content available for archiving purposes. Springer further acknowledges and agrees that, in using the third-party archival system, Content may be made available to other system participants who demonstrate a right to such Content.
- (f) Archival copies supplied to Licensee and to a trusted third party archive shall be free of digital rights management (DRM) or similar technological protection software.



4.2 The electronic form of the Springer Content may be used as a source for Inter-Library Loan ("ILL") whereby materials can be delivered electronically, or printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfil ILL requests from an academic, research, or other non-commercial library. Requests received from for-profit companies or directly from individuals may not be honored. Fulfillment of Loansome Doc® service requests is permitted. ILL through secure electronic transmission, as demonstrated by the ARIEL and Prospero systems, is permitted. Files transmitted in this manner must carry copyright notices. Licensee agrees to fulfill ILL requests in compliance with Section 108 of the United States Copyright Law (17 USC § 108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108 (g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

#### **Section 5. Amendment Incorporated, Agreement Confirmed**

5.1 This Amendment is incorporated in its entirety into the License Agreement, and except as modified hereby, the License Agreement and all of the terms, covenants and conditions of the License Agreement are hereby ratified and confirmed and shall remain in full force and effect.

#### **Section 6. Headings**

6.1 Section headings in this Amendment are included for convenience of reference only and shall not constitute part of this Amendment for any other purpose.

#### **Section 7. Counterparts**

7.1 This Amendment may be executed in any number of separate counterparts all of which when taken together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first written below.

**Licensee:** Regents of the University of California on behalf of California Digital Library  
[Text deleted]

Signature: \_\_\_\_\_

Name (Printed): [Text deleted]

Title: Executive, Director, California Digital Library

Date: 5/13/2010

**Springer:** Springer Science+Business Media, LLC

By: [Text deleted]

Title: President, Sales [Text deleted]

Signature: \_\_\_\_\_

Date: 4/15/10

## ATTACHMENT 1: Pricing Terms and Conditions

### A.1.1. Fees

A.1.1.1. The fee for the Springer Content payable to Springer listed in Attachment 1 is

| Collections Purchased                                                                                          | List Price     |
|----------------------------------------------------------------------------------------------------------------|----------------|
| Springer E-Book Complete English & German Subject Collection: Springer Content bearing the copyright year 2010 | [Text deleted] |
| TOTAL                                                                                                          | [Text deleted] |

A.1.1.2. The prices above are based on the inclusion of the expected number of titles in an eBook Package as stipulated in Attachment 3. In case fewer than 97.0% of the estimated titles in an eBook Package are produced, Licensee is entitled to a discount on any future eBook Packages with Springer. [Text deleted]  
[Text deleted]

A.1.1.3. In case more than 100.0% of the estimated titles in an eBook Package are produced, [Text deleted]

### A.1.2. Payment of Fees

Payment of the fee is due within thirty (30) days following receipt of Springer's invoice by Licensee. In the event all or any portion of the sum invoiced is not paid when due, and notwithstanding any provision of this Agreement, Springer has the right to terminate this Agreement without notice. Springer reserves the right to charge interest on any outstanding fees due under this Agreement at prevailing interest rates.

### A.1.3 My Copy

1.3.1 If geographically available, Springer will grant Licensee access to Springer's MyCopy Service, a reprint-order service through which Authorized Users may order copies of the eBooks that are part of Licensee's eBook Packages during Licensee's period of access to the eBook Packages (the "MyCopy Books").

1.3.2 In general, the MyCopy Books are print-on demand versions and shall be identical to the applicable print-edition and electronically-accessed versions in eBooks except that, (a) they shall be bound in soft covers that may be printed in color or black and white, and (b) all content shall be printed in black and white. Each Authorized User may order one (1) print-on-demand copy of any eBook from the eBook Packages. There are no restrictions as to the number of individual titles of MyCopy Books that may be ordered by an Authorized User. Springer shall deliver the printed MyCopy Books to the address (in any location worldwide) specified by the Authorized User after the Authorized User's completion of the transaction by payment of the purchase price. In any case, Licensee, Participating Libraries and their librarians are not entitled to order MyCopy Books.

1.3.3 In the event Licensee does not wish to be granted access to Springer's MyCopy Service, Licensee shall notify Springer in writing of its desire not to be granted such access. Springer shall terminate Licensee's access to the MyCopy Service within seven (7) business days of its receipt of such notice from Licensee.

**ATTACHMENT 2: Description of the Licensee**

Name of Subscriber: Regents of the University of California on behalf of California Digital Library

Primary Address: 415 20<sup>th</sup> Street, 4<sup>th</sup> Floor, Oakland, California, 94612, USA

Technical Contact: [Text deleted]

Address: 415 20<sup>th</sup> Street, 4<sup>th</sup> Floor, Oakland, California, 94612, USA

Email: [Text deleted]

Phone:

Fax:

Primary Contact: [Text deleted]

Title: Director, Collections

Address: 415 20<sup>th</sup> Street, 4<sup>th</sup> Floor, Oakland, California, 94612, USA

Email: [Text deleted]

Phone:

Fax:

Billing Contact: [Text deleted] acquisitions Coordinator

Address: CDL, Univ. of California, 9500 Gilman #0175A, La Jolla, CA 92093-0175

Email: [Text deleted]

Phone:

Fax:

**Participating Campuses**

University of California, Berkeley

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California Office of the President

## University of California IP Addresses by Campus

### UC Berkeley

Address: 250 Moffitt Library  
Technical Services Dept. MC 6000  
Berkeley, CA 94720

Contact Person: [Text deleted]

IP Addresses: [Text deleted]

### UC Davis

Address: 100 NW Quad  
University of California, Davis  
Davis, CA 95616-5292

Email: license@mail.lib.ucdavis.edu

IP Addresses: [Text deleted]

### UC Irvine

Address: Science Library/Acquisitions  
PO Box 19556  
Irvine, CA 92619-9556

Contact Person: [Text deleted]

IP Addresses:

**UC Los Angeles**  
**Address:** 12-077 Center for the Health Sciences  
Box 951798  
Los Angeles CA 90095-1798  
**Contact Person:** [Text deleted]  
**IP Addresses:**

**UC Merced**  
**Address:** 5200 North Lake Road  
Merced, CA 95343  
Santa Barbara, CA 93106  
**Contact Person:** [Text deleted]  
**IP Address:**

**UC Riverside**  
**Address:** University Library  
Technical Services/Acquisitions  
P.O. Box 5900  
Riverside, CA 92517  
**Contact Person:** [Text deleted]  
**IP addresses:**

**UC San Francisco**  
**Address:** 530 Parnassus Avenue  
University of California  
San Francisco, CA 94143-0840  
**Contact Person:** [Text deleted]  
**IP Addresses:**

**UC Santa Barbara**  
**Address:** Davidson Library  
Santa Barbara, CA 93106  
**Contact Person:** [Text deleted]  
**IP Addresses:**

**UC Santa Cruz**  
**Address:** Serials Unit, University Library  
University of California Santa Cruz CA 95064  
**Contact Person:** [Text deleted]  
**IP Addresses:**



UC San Diego  
Address: Geisel Library - Electronic Resources  
9500 Gilman Drive 0175A  
La Jolla, CA 92037-0175  
Contact Person: [Text deleted]  
IP Address:

UC Office of the President - California Digital Library  
Address: 1111 Franklin St., Oakland, CA 94607-5200  
IP Address: [Text deleted]

[Text deleted]

### ATTACHMENT 3: Description of the Springer Content

#### A.3.1. Expected eBook Package Titles

The expected electronic (online) editions of Springer eBook Package and the content therein, listed below:

| <b>2010 English Springer eBook Collection Offer</b> | <b>2010<br/>Qty Planned</b> |
|-----------------------------------------------------|-----------------------------|
| Behavioral Science Collection                       | 40*                         |
| Biomedical & Life Science Collection                | 340*                        |
| Business & Economics Collection                     | 215*                        |
| Chemistry & Material Science Collection             | 185*                        |
| Computer Science Collection                         | 780*                        |
| Earth & Environmental Science Collection            | 175*                        |
| Engineering Collection                              | 445*                        |
| Humanities, Social Science, & Law Collection        | 260*                        |
| Mathematics Collection                              | 365*                        |
| Medicine Collection                                 | 325*                        |
| Physics & Astronomy Collection                      | 250*                        |
| Professional & Applied Computing                    | 160*                        |
| <b>Entire Collection of Springer eBooks</b>         | <b>3540*</b>                |

| <b>German eBook collections</b>   | <b>2010</b> |
|-----------------------------------|-------------|
| Wirtschaftswissenschaften         | 415         |
| Technik und Informatik            | 250         |
| Geistes- und Sozialwissenschaften | 525         |
| Naturwissenschaften               | 160         |
| Medizin                           | 140         |

#### A.3.2. EBook Package Definitions

A full eBook Package consists of all print books available in the twelve online libraries maintained by Springer on SpringerLink. A partial eBook Package consists of one or more of the twelve online libraries maintained by Licensee on SpringerLink. Online libraries are identified by the twelve main subject areas published in a particular copyright year.

#### A.3.3. Imprints Included

The following Springer Imprints are included in this Agreement:

Imprints included, but not limited to:

Birkhauser  
Copernicus Books  
Humana Press  
Physica-Verlag  
Plenum US  
Praxis  
Springer  
Springer-Verlag  
Steinkopff  
TELOS

#### A.3.4. Imprints Not Included

The following Springer Imprints are not included in this Agreement:

American Institute of Physics (AIP)  
August Media (became bankrupt, no  
print distribution anymore)  
Avedition  
BIOS Scientific Publishers  
Bladon Medical Publishing  
Cornell AAP Publications  
Edizioni della Normale  
GWV-Vieweg  
Horizon Press  
Intercept  
Key College Publishing  
Key Curriculum Press  
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