

05-V022-3421

Engineering Licensed Materials Addendum ("Addendum")
dated as of June ___, 2009 to
the License Agreement between The McGraw Hill Companies
and the Regents of the University of California
dated July 7, 2005 ("Agreement")

Whereas the parties have previously entered into an Agreement dated July 7, 2005, the parties wish to amend the Agreement as set forth in this Addendum. Except as herein amended, all existing terms and conditions of the Agreement shall continue in effect in accordance with their terms. To the extent any terms and conditions of the Agreement are in conflict or inconsistent with the terms of this Addendum, the terms of this Addendum will prevail for Licensed Materials enumerated herein."

I. ADDITIONAL LICENSED MATERIAL CONTENT: Section I of the Agreement shall be amended to add the following at the end of the section:

The Engineering titles listed in Appendix C (collectively, "Engineering Licensed Materials") shall be added as additional Licensed Materials under the Agreement and shall be governed by all the restrictions and conditions in the Agreement applicable to the Licensed Materials, except to the extent otherwise specifically provided herein, and except that the fees payable by Licensee for access to such Engineering Licensed Materials shall be as specified Appendix D.

III. FEES: The following shall be added at the end of Section III of the Agreement:

Licensee shall make payment for the use of the Engineering Licensed Materials as set forth in Appendix D attached hereto, which shall be added to the Agreement. Failure to pay such fees as provided therein shall be considered a breach under Section XI of the Agreement regarding early termination and will result in termination of this Addendum and Licensee's rights to access the Engineering Licensed Materials unless such failure is cured within thirty (30) days of Licensor's notice.

IV. AUTHORIZED USE OF LICENSED MATERIALS: Section IV of the Agreement shall be amended to add the following as to the Engineering Licensed Materials

Authorized Campus Locations: For access to the Engineering Licensed Materials, only the following campuses of the University of California shall be considered Authorized Campus Locations: Davis, Los Angeles, Merced, Riverside, San Diego, and Santa Barbara, and the University of California Office of the President.

Authorized Users: For access to the Engineering Licensed Materials, only the following shall be Authorized Users:

Persons Affiliated with the University of California at the Authorized Campus Locations. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons, for the Authorized Campus Locations listed above.



Walk-ins. Patrons of the libraries at the Authorized Campus Locations who are not affiliated with Licensee who are physically present at Licensee's site(s), are authorized to use the libraries' computers, and access the Engineering Licensed Materials only through the libraries' computers ("walk-ins").

Authorized Uses: In addition to the Authorized Uses previously specified in the Agreement to which this document is an Addendum, Licensee may make use of the Licensed Materials as follows:

Archival/Backup Copy. Upon request of Licensee after the Initial Term defined in Section IX below, Licensee may receive from Licenser one (1) copy on CD or DVD or digital file transfer as determined by Licenser of each title in the Engineering Licensed Materials as described in Appendix C hereto to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under 'Perpetual License' below, of this Addendum, such copy not to be otherwise reproduced, distributed or used in any other manner except as specifically authorized herein and such use to be subject to the provisions of Appendix D hereto.

Licenser acknowledges that Licensee may engage the services of third-party trusted archives to exercise Licensee's rights under section XII, 'Perpetual License', of this Agreement. Licensee agrees to cooperate with such archiving as reasonably necessary to make the Licensed Materials available for archiving purposes. Licenser may perpetually use the third-party trusted system to access or store the Licensed Materials, so long as Licensee's use is otherwise consistent with this Agreement, and further provided that such third party agrees to comply with the restrictions in Appendix D hereto.

Interlibrary Loan:

Using electronic, paper, or intermediated means such as Ariel, Licensee may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such 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 the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Amount of Authorized Use:

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Engineering Licensed Materials.

All other provisions and restrictions of Section IV of the Agreement shall apply to the access by Licensee of the Engineering Licensed Materials.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use: For the avoidance of doubt, the presentation of specific Licensed Material using the methods of section IV, Electronic Links, shall not be construed as co-branding.



VII. LICENSOR PERFORMANCE OBLIGATIONS

Usage Statistics. Licensor will make available, to the extent the data is available to Licensor without cost to Licensor and Licensor is authorized to share such data, use data for the Engineering Licensed Materials by the authorized Campuses, on an aggregated, non-personally identifiable basis.

Compliance with Americans with Disabilities Act. Licensor will advise Licensees of the manner in which Licensor has made commercially reasonable efforts to comply with the goals of the Americans with Disabilities Act (ADA).

IX. TERM

The initial term ("Initial Term") of this Addendum to the Agreement as it relates to the Engineering Licensed Materials shall be in effect from execution and shall continue for three years thereafter. After the Initial Term, and unless this Addendum is terminated before the end of the Initial Term in accordance with its terms and provided all fees due under Appendix D below have been paid, this Addendum as it relates to the Engineering Licensed Materials shall continue in effect in accordance with and subject to the provisions of Section XII and Appendix D below.

X. RENEWAL

This Addendum to the Agreement as it relates to the Engineering Licensed Materials shall not require renewal to continue in effect indefinitely, subject to the provisions of Section IX, XII and Appendix D.

XII. PERPETUAL LICENSE

Notwithstanding anything else in this Addendum or the original Agreement as it now exists or is subsequently modified and subject to the terms and conditions of this Addendum and the Agreement, provided the fees in Appendix D have been paid and the Agreement is not terminated before the end of the Initial Term under the terms herein, after the Initial Term, Licensee shall have a nonexclusive, royalty-free, perpetual license (subject to the provisions of Appendix D) to access the Engineering Licensed Materials listed in Appendix C and permit the Authorized Users to access such Engineering Licensed Materials after the Initial Term in accordance with the provisions in Appendix D hereto. Such access shall be in accordance with the use restrictions contained in this Addendum and the Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Engineering Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement and Addendum. In addition, except to the extent otherwise provided in this Addendum, the restrictions applicable to the Licensed Materials in the Agreement shall apply equally to the Engineering Licensed Materials.

XXV. NOTICE OF THE USE OF DIGITAL RIGHTS MANAGEMENT TECHNOLOGY

In the event that Licensor utilizes any type of digital rights management technology to control the access or the usage of Licensed Product, Licensor agrees to provide Licensee with reasonable information regarding such technology as long as providing such information will not compromise the security of the technology.



XXVI. NOTICE OF THE USE OF DIGITAL WATERMARKING TECHNOLOGY

If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Product, Licensor agrees that watermarks will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, Licensor agrees to provide Licensee with reasonable information regarding such technology as long as providing such information will not compromise the security of the technology.

XXVII. FUNDING CONTINGENCY (MULTI-YEAR AGREEMENTS)

The University of California reasonably believes that funds can be obtained sufficient to pay all monies due during the term of this Agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is the University of California's intent to make payments for the full term of this transaction. The University of California represents that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

In the event no funds or insufficient funds are appropriated and budgeted and are not otherwise legally available by any means whatsoever in any fiscal period for payments due under this transaction, the University of California will immediately notify Licensor of such occurrence and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the University of California of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination under this paragraph or in the event Licensee fails to make the payments in Appendix D, Licensee's rights to access the Engineering Licensed Materials shall cease.

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

LICENSOR

The McGraw-Hill Companies, Inc.

By: [REDACTED]

Name: [REDACTED]

Date: 7/01/09**LICENSEE**

The Regents of the University of California

By: The Regents of the University of California

Name: [REDACTED]

Date: 6/22/09 Material Management

Appendix C

The following titles are included in the Engineering Licensed Materials in the specific editions represented by the ISBNs specified below, and no other editions or versions of such titles:

McGraw-Hill Construction Information Group	
Concrete Construction Collection	
	ISBN
Bridge Engineering 3/e	71460167
Civil Engineering Formulas	71450173
Corrosion Engineering	71604758
Design of Wood Structures 4/e	71490175
Earth Retention Systems	714497728
Facility Piping Systems Handbook	71450327
Formulas for Structural Dynamics	71450106
Foundation Engineering Handbook	71476361
Geotechnical Earthquake Engineering Handbook	71449892
Geotechnical Engineering	71549226
Handbook of Civil Engineering Calculations	71545687
Handbook of Transportation Engineering	71450246
Highway Engineering Handbook	71449582
Horizontal Directional Drilling	71478353
Hydraulic Design Handbook	71449590
Hydrogeology Field Manual	007160474X
Manual of Applied Fluid Hydraulics	71453547
Metal Building Systems 2/e	71456015
Paving Handbook 7/e	71449981
Paved Paving Handbook	71450300
Practical Foundation Engineering Handbook 3/e	71455620
Rocket Formulas for Stream and Grain 7/e	71449566
Standard Handbook for Civil Engineers	71456325
Structural Steel Designer's Handbook	71472533
Urban Transportation Systems	71449485
Architectural Engineering Design: Mechanical	71449807
Building Design & Construction HB 6/e	71448588
Building Security	71450910
Construction Building Envelope	71450548
Construction Database	71450572
Construction Waterproofing Handbook	71604774
Design Blue	71455612
Land Development Handbook 3/e	71450041
Masonry and Concrete	71460364
Masonry Design and Detailing	71453504
Modeling the Earth 2/e	71472517
Project Management in Construction 5/e	71498214
Radon Heating and Cooling Handbook	71450017
Site Planning and Design Handbook	71449752
Architect's Portable Handbook 3/e	71449833
Time Saver Standards for Urban Design	007145361X



Antenna Engineering Handbook	71448855
Broadband Telecommunications Handbook	71449753
Carrier Grade Voice Over IP	71448808
CDMA Capacity and Quality Optimization	71453833
Comm Network Test & Measurement Handbook	71449612
Communications Receivers 2/e	71449353
Data Communications and Networking 4/e	71490183
Ethernet in the First Mile	71470115
Fiber Channel for SANs	71449736
Folded Unipole Antennas	71545689
Fundamentals of Communications Systems	71588272
Gigabit Ethernet for MANs	71450907
GPRS	71449779
Macro Area Networking	71450734
Packet Broadband Network Handbook	71450505
PBX Systems for Telephony	71450378
Planning and Designing Voice over MPLS Networks	71450793
Radar Handbook 3/e	007162113X
SANs Demystified	007145070x
Satellite Communications 4/e	71481109
Signaling System #7 5/e	71484280
SPR Demystified	71455698
Softswitch Architecture for VoIP	71453868
SDNET/SDH Demystified	71450823
Spread Spectrum Communications Handbook	71449477
Standard Handbook of Audio and Radio Engineering	71449175
Standard Handbook of Broadcast Engineering	71470107
Standard Handbook of Video and TV Engineering 4/e	71449523
Telecom Crash Course 2/e	71472525
W-CDMA	71449906
Wireless and Cellular Telecommunications 3/e	71478337
Wireless Broadband Handbook	71450785
Wireless Mobile Networking with ANSI-41 2/e	71450653
Wireless Security	71449760
American Electrician's MIB 16/e	0071623051
Area Array Processing Handbook	71448460
ASIO Design in the Silicon Sandbox	71488946
Complete Digital Design	71449817
Electrical Engineer's Portable Handbook 2/e	71449841
Electrical Equipment Handbook	71449922
Electrical Power Systems Quality 2/e	71449949
Electronic Failure Analysis Handbook	71448639
Electronic Filter Design Handbook 4/e	71480140
Electronic Instrument Handbook 2/e	007145344x
Electronics Manufacturing	007145005x
Electronics Technology Handbook	71453520
Fundamentals of Microsystems Packaging	71450033
Handbook of Electrical Power Calculations 3/e	007144940x
Handbook of Electrical Design Details	71449744
IC Layout Basics	71450394



IC Mask Design	71450475
Introduction to System on Package	71403158
Microchip Fabrication 5/e	71450211
Microprocessor Design	007148423x
Microvias	71455795
Network Processors	71450861
Phase Locked Loops 4/e	71549234
Portable Electronics Product Design and Development	71416390
Power Quality in Electrical Systems	71546863
Printed Circuits Assembly Design	71450343
Printed Circuits Handbook 5/e	71588264
Secrets of RF Circuit Design 3/e	71455639
Semiconductor Manufacturing Handbook	71468153
Six Sigma for Electronics Design and Manufacturing	71450696
Standard Handbook for Electrical Engineers 13/e	71490181
Standard Handbook of Electronic Engineering 5/e	71462775
Switch Mode Power Supplies	71621121
Switching Power Supply Design 3/e	71453490
Switchmode Power Supply Handbook 2/e	71453474
Master Handbook of Acoustics 4/e	71450082
Uninterruptible Power Supplies	71449914
VHDL	71455841
Electro-Optics Handbook 2/e	71460254
Ethernet Passive Optical Network	71462732
Handbook of Optics	71456341
Handbook of Optics Vol 2	007145635x
Handbook of Optics Vol 3	71449310
Handbook of Optics Vol 4	71449418
Modern Optical Engineering 4/e	007160148x
Optical Communications Essentials	71450628
Optical Communications: Rules of Thumb	71450416
Optical Switching and Networking Handbook	71449868
Optical System Design 2/e	71603168
Photodetection and Measurement	71450769
Photonics Essentials	71450282
Photonics Rules of Thumb 2/e	71460319
Practical Optical System Layout	71455760
Laser Guidebook	71451512
<u>Marks Mechanical Engineering Collection</u>	<u>34 titles</u>
CAM Design Handbook	71465967
Electric Motor Handbook	71453482
Electromechanical Devices and Components Sourcebook	71545670
Facility Design and Management Handbook	71450238
Geometric Dimensioning and Tolerancing	71484256
Handbook of Die Design 2/e	71478345
He of Machining and Metalworking Calculations	71450025
Handbook of Mechanical Engineering Calculations	71481125
Heat Transfer Calculations	71475192
HVAC Pump Handbook	71484264



HVAC Systems Design Handbook 4/e	71449515
HVAC Equations, Data, and Rules of Thumb 3/e	007159759X
Industrial Refrigeration Handbook	71455084
Machine Design Databook 2/e	71449604
Maintenance Engineering Handbook 7/e	71604790
Maintenance Planning and Scheduling Handbook 2/e	71481095
Master Standards HB for Mechanical Engineers 11/e	007149748X
MH Machining and Metalworking HB 3/e	71475184
Mechanical Design Handbook	71481133
Mechanisms and Mechanical Devices Sourcebook 4/e	71497498
Modular Design for Machine Tools	71821741
Pressure Vessels 2/e	71456368
Pump Handbook 4/e	007160314X
Standard Handbook of Engineering Calculations 4/e	71462740
Standard Handbook of Machine Design 3/e	71456023
Steam Plant Operation 3/e	71453466
Standard Handbook for Aeronautical and Astronautical Engrs	71449388
Torsional Vibration of Turbomachinery	71450726
Valve Handbook 2/e	71456007
Population Statistics in Biomedical Engineering	71468161
Standard Handbook of Biomedical Engineering and Design	71449337
Interband Transitions in Quantum Structures	71481087
Mechanical Design of Microsensors	007146817x
Polymer Nanocomposites	71481117
Green Engineering	82.10km
Green Electronics	007162175X
Green Building Through Integrated Design	0071548014
Biosolids Engineering	71450351
Bioenergy	71452539
Energy Systems Engineering	71623043
Synthetic Fuels Handbook	007148023X
Power Generation Handbook	71449787
Power Quality Primer	71453655
Handbook of Switchgear	71498958
Handbook of Batteries 3/e	71449345
Environmental Assessment 2/e	71449701
Environmental Monitoring Handbook	71449663
Handbook of Complex Environmental Remediation Problems	71450335
Handbook of Environmental Engineering Calculations 2/e	71545462
HB of Solid Waste Management	007145019x
Indoor Air Quality	71450076
Land Treatment Systems for Municipal and Industrial Waste	71450602
Standard Handbook of Environmental Engineering 2/e	71449205
Stormwater Collection Systems Handbook	71449329
Environmental Law and Compliance Handbook	71450084
Water Distribution Systems Handbook	71453458
Water Loss Control Manual 2/e	71623078
Water Quality Control Handbook 2/e	71487501
Water Reuse	007149894X



Water Supply Systems Security	71455663
Water Well Rehabilitation and Remediation	71597603
Urban Water Supply Handbook	71449434

Perry's Chemical Engineering Collection**16 titles**

Adhesion of Polymers	007145071a
Chemical and Process Design Handbook	007145038x
Chemical Reactor Design, Optimization, and Scale-Up	71450068
Dean's Analytical Chemistry Handbook 2/e	71455981
HB of Adhesives and Sealants	71499954
HB of Chemical Engineering Calculations	71449396
HB of Petroleum Refining Processes	71455914
Industrial Chemical Process Design	71449884
Perry's Chemical Engineers Handbook 8/e	71601503
Properties of Gases and Liquids 8/e	71455582
Electronic Materials and Processes Handbook 2/e	71450297
Materials Handbook 15/e	71449574
HB of Plastics Technologies	71444248
HB of Plastics, Elastomers, and Composites	71449493
Modern Plastics Handbook	007144823x

Industrial Engineering**11 titles**

Design for Manufacturability 2/e	71450114
Design for Six Sigma for Service	71471693
Global Project Management Handbook	71444272
Manufacturing Engineering Handbook	71455973
Maynard's Industrial Engineering HB 5/e	71449272
Multivariate Statistical Methods in Quality Management	71453671
Process Industrial Instruments and Controls HB 5/e	71440181
Project Management 5/e	71490139
Project Manager's Portable Handbook	71450122
Standard Handbook of Plant Engineering 3/e	007144937x
Six Sigma Black Belt Handbook	71462767



Appendix D

Licensee shall pay Licensor [REDACTED] payable within thirty (30) days of execution of this Addendum, for access to the Engineering Licensed Materials as listed in Appendix C for the six Authorized Campus Locations defined in Section IV. The addition of additional campuses to the Authorized Campus Locations will require payment by Licensee of an additional fee to be mutually agreed between Licensee and Licensor in advance of such access, and the parties must execute amendment to this Addendum to cover any such additional campuses.

In addition, Licensee shall pay Licensor [REDACTED] per year on an annual basis for each year of the three-year Initial Term for the continued hosting of the Engineering Licensed Materials for the six Authorized Campus Locations, such annual fee payable within thirty (30) days' from execution of this Addendum and on each one year anniversary during the Initial Term. If additional campuses are added as additional Authorized Campus Locations as provided above, then the annual hosting fee payable will be increased by an amount to be mutually agreed. After the Initial Term and provided the Addendum is not terminated early under the provisions of the Agreement and all fees due hereunder have been paid, Licensor shall provide Licensee with a CD or DVD or digital file transfer as determined by Licensor a copy of each title in the Engineering Licensed Materials to enable Licensee to provide access to such titles to the Authorized Users under and subject to the terms and conditions of this Addendum and the Agreement, such access to be limited to Authorized Users via a password protected site, and Licensee will maintain the Engineering Licensed Materials in a locked and secure location with access restricted to Authorized Users only. Licensee will use all reasonable efforts to provide adequate firewalls in order to secure all Engineering Licensed Materials from unauthorized access by third parties and to provide adequate safeguards to protect the titles from unauthorized use by any and all Authorized Users. Licensee shall, among other things, utilize safeguards that permit access to the Engineering Licensed Materials only by authorized user name, password or IP authentication, and if Licensee engages a third party service to provide such access on its behalf, it will ensure the third party complies with the provisions of this clause. It is understood that in no event will Licensee post or permit others to post any of the Engineering Licensed Materials on any file sharing site or otherwise on an open site where access is not restricted to Authorized Users only. In the event any title in the Engineering Licensed Materials is being used, disseminated or distributed in violation of restrictions in the Agreement or this Addendum or becomes accessible to third parties that are not Authorized Users through an unsecure site or otherwise, Licensee shall cooperate with Licensor to redress such violations or infringing activity, and Licensor shall have the right in addition to any other available remedies, to terminate this Addendum as to such titles(s) being improperly used, distributed or disseminated, and upon such termination Licensee shall cease use or providing access to such title.