

EXHIBIT A-1 – Form for Addendum to Exhibit A

Pursuant to Section 3(b) of the Agreement, additional Subscribed Materials may be added to the Agreement by executing the following Addendum to Exhibit A, and such additional Addendum will be incorporated as part of the Agreement:

ADDENDUM TO EXHIBIT A to
AGREEMENT BETWEEN MCGRAW-HILL EDUCATION AND CALIFORNIA DIGITAL
LIBRARY ("LICENSEE")

By signing below, the parties agree to add the following Subscribed Materials and related terms to the Agreement between Licensee and MH dated as of May 23, 2017 between MH and Licensee: California Digital Library. Except as otherwise provided herein, the terms and conditions of the Agreement shall continue in accordance with their terms and shall apply to the additional Subscribed Materials:

SUBSCRIBED MATERIALS, SPECIFICATIONS AND PRICING

The following are the additional Subscribed Materials and other specifics for additional Subscribed Materials that are added to Exhibit A of the Agreement.

1. Subscribed Materials

The additional Subscribed Materials and fees are as follows:

Subscribed Materials:

Initial Term Fee

AccessMedicine (add UC Santa Cruz)

[REDACTED]

Existing Subscription:

AccessMedicine¹

[REDACTED]

¹Campuses include UC Berkeley, UC Davis, UC Irvine, UC Riverside, UC Los Angeles, UC San Diego, UC San Francisco

2. Subscription Term

The Subscription Term for the additional Subscribed Materials shall be for an initial term of two (2) years from initial activation of the subscription ("Initial Term"), and thereafter the Subscription Term shall renew for additional one (1) year terms (each a "Renewal Term"), provided MH has chosen to renew the subscription and has sent an invoice for such Renewal Term to Licensee. If Licensee chooses not to renew the subscription, it shall notify MH at least thirty (30) days' prior to commencement of the applicable Renewal Term.

3. Subscription Fee:

The fee(s) for the Subscription Term herein cover only the number of Authorized Users and the accessing sites set out in Section 4 below. The payment terms shall be as set out in the MH invoice for the subscription:

Unless otherwise specified herein, the foregoing fee shall be for the Initial Term set out above, and the fee for any Renewal Term shall be as set out in the MH invoice.

4. Number of Authorized Users, Accessing sites and Access Validation Method(s)

Number of concurrent Authorized Users for the additional Subscribed Materials: Unlimited

Address(es) of accessing sites:

UCSC, 1156 High St, Santa Cruz, CA 95064 (new)

UCSF, 530 Parnassus Ave, San Francisco, CA 94143 (existing)

UCD, 4610 X Street, Sacramento, CA 95817 (existing)

UCB, Berkeley, CA 94720 (existing)

UCLA, 12-077 Center for Health Sciences, Los Angeles, CA 90095 (existing)

UCI, Irvine, CA 92617 (existing)

UCR, 900 University Ave, Riverside, CA 92521 (existing)

UCSD, 9500 Gilman Dr, La Jolla, CA 92093 (existing)

List of IP address(es):

On file

The terms of this Addendum agreed to by:

Licensee: UCSF, on behalf of California Digital Library

Address: UCSF Library

530 Parnassus Avenue

San Francisco, CA 94143-0180

By (Signature):

Name (Print):

Title:

Date:

Business head & Director, Operations & Finance
June 13, 2017

McGraw-Hill Education by:

By:

Name:

Title:

Date:

Managing Director

June 13, 2017