



The Gale Group Subscription and License Agreement

The parties to this Subscription and License Agreement (the "Agreement") dated as of **1/1/2006** is by and between The Gale Group, Inc. ("Gale"), a Delaware corporation, with its principal office at [REDACTED] and the **UNIV OF CALIFORNIA SAN DIEGO**, ("Subscribing Institute") with principal offices at [REDACTED]

This agreement provides for the use by the Subscribing Institute of the "Licensed Content" as defined below, and any and all enhancements, modifications or alterations made thereto by Gale, and any written materials supplied by Gale under this agreement ("**Agreement**").

In consideration of the mutual premises hereinafter set forth, as well as other good and valuable consideration, Gale and Subscribing Institute agrees as follows:

1.0 Definitions

- A. "Licensed Content" shall mean Gale's branded collections of content, which may include Third Party content, as described in Addendum A.
- B. "Authorized User" of the Licensed Contents are defined as:
- Persons affiliated with Customer. All currently enrolled full or part-time students; currently employed faculty (whether on a permanent, temporary, contract or visiting basis), teaching staff, administrators, staff, patrons and employees regardless of the physical location of such persons. Subcontractors, affiliates and other third party contacts of the Subscribing Institute are not defined as Authorized Users under this license and as such are not granted access rights without the prior written consent of Gale, except as specifically authorized in this Agreement.
 - Remote Patrons. Remote patrons whose access to the Licensed Content is authenticated by a secure server or other system.
 - Walk-ins. Patrons not affiliated with Subscribing Institute who are physically present at Subscribing Institute's site(s) and are permitted by the Customer under the terms of this Agreement to access the Licensed Content from designated terminals.
- C. "Authorized Sites" shall mean any public library, public and private school, academic institution and special library (defined in **Addendum B**) that at any time during the term of this Agreement is authorized to access the Licensed Content.
- D. "Access Date" shall mean the date upon which Gale provides access to the Licensed Content for the Subscribing Institute.

2.0 Scope Of License



- 2.1 Under the terms of this Agreement, Gale hereby grants Subscribing Institute, the non-transferable, non-exclusive right to download, display, view and print and/or make single paper or electronic copies of citations, abstracts, full text or portions thereof of excerpts of records contained in the Licensed Content for internal business purposes and for their Authorized User's educational research or personal non-commercial use only. Subscribing Institute may not use any data or documentation received from the Licensed Content except as expressly provided in this Agreement and except as permitted by U.S. Copyright Law and CONTU guidelines, which law shall govern the use of all data and documentation received from the Licensed Content. Subscribing Institute agrees not to sell, exchange, barter or transfer, rent, lease, loan, resell for profit, distribute or in any other manner commercially exploit any data or documentation received from the Licensed Content. Furthermore, Subscribing Institute will not use the Licensed Content as a component of, or a basis for, a directory, database, or other publication prepared for sale or for any other form of distribution, and will neither duplicate nor alter the product in any way. The aforesaid rights are to be exercised only at the Authorized Site or remotely by logging on to a secure network. Use of the Licensed Content will be limited to the Authorized User base of the Subscribing Institute(s) licensing the product through this Agreement as defined in Section 1.0 (B).
- 2.2 **The term of this Agreement including database access will begin on the date of contract signing and remain in effect unless earlier terminated or extended as provided for herein. This Agreement will renew unless either party provides written notice within thirty (30) days before end of the then current term.**
- 2.3 Subscribing Institute acknowledges that Gale and its third party data providers own all content within the Licensed Content and all portions thereof. Neither Gale nor its third party data Suppliers transfers any ownership. Subscribing Institute and its Authorized Users may not reproduce, transfer or transmit, in any form, or by any means, the Licensed Content or any portion thereof without the prior written consent of Gale, except as specifically authorized in this Agreement.
- 2.4 The Subscribing Institute shall use all reasonable efforts to restrict and control unauthorized access to the Licensed Content. The Subscribing Institute agrees to notify Gale if it becomes aware of any of the following: (a) any loss or theft of the Subscribing Institute's passwords(s); (b) any unauthorized use of any of the Subscribing Institute's passwords(s) of the Licensed Content; or (c) any breach by an Authorized User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorized User, the Subscribing Institute agrees to work with Gale to correct such practices.
- 2.5 Third party data suppliers may provide additional terms and conditions affecting the Subscribing Institute's use of the Licensed Content, which will be appended to this Agreement. Such terms and conditions will prevail and control use of the relevant Licensed Content over any conflicting terms



contained herein. Subscribing Institute agrees that this Agreement, to the extent it pertains to the Licensed Content contained in the Product, may be enforced by the third party data supplier.

- 2.6 Gale reserves the right at any time to withdraw from the Licensed Content any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

3.0 Remote Access

Subscribing Institute acknowledges and agrees that remote access is included for all Licensed Content for the Subscribing Institute and its Authorized Users licensing product through this Agreement. The Subscribing Institute agrees to use reasonable efforts to inform its Authorized Users of the provisions listed below and to use reasonable efforts to restrict and control unauthorized access to the Licensed Content. Furthermore, the Subscribing Institute shall not be liable for the actions of individual Authorized Users who act without the knowledge and consent of the Subscribing Institute. The following terms regarding remote access shall apply:

- A. The Subscribing Institute and Authorized Sites are authorized to provide on-site, walk-in access or remote access via computer to the Licensed Content to their patrons.
- B. Authorized Users who use remote access to access such Licensed Content may do so from home or another location as long as the proper security procedures are undertaken by the Subscribing Institute that will prevent remote access by unauthorized users.
- C. Remote access is included for all Licensed Content for the Subscribing Institute and its Authorized Users licensing product through this Agreement, except for the AncestryPlus Database. Access must be in library for this single database.

4.0 Warranties.

- 4.1 Gale warrants to the Subscribing Institute and its Authorized Users, that the Licensed Content used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person.
- 4.2 Gale shall use commercially reasonable efforts to provide continuous availability of the online Licensed Content, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to equipment, the failure of communications networks, or services outside of control of Gale. Gale shall use reasonable efforts to provide an average of 98% up time per month. Scheduled downtime will be performed at a time to minimize inconvenience to customers worldwide.
- 4.3 Although Gale believes the Licensed Content to be reliable, Gale does not



guarantee or warrant any information or materials contained in or produced by the Licensed Content or the accuracy, completeness or reliability of the Licensed Content Any data or information contained in or provided in connection with the Licensed Content may be incomplete or condensed. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, GALE PROVIDES THE LICENSED CONTENT ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND AND GALE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE. IN NO EVENT SHALL GALE BE LIABLE FOR: INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE. IN NO EVENT SHALL GALE'S LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID HEREUNDER FOR THE LICENSE OF THE LICENSED CONTENT.

- 4.4 IN NO EVENT SHALL GALE OR ANY THIRD PARTY DATA SUPPLIER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED CONTENT OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE, OR INABILITY TO USE THE Licensed CONTENT, INCLUDING WITHOUT LIMITATION LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR CORRUPTION CAUSED WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE TO THE MATERIAL PUBLISHED IN THE LICENSED CONTENT OR OTHERWISE MADE ACCESSIBLE THROUGH THE LICENSED CONTENT. IN NO EVENT SHALL GALE'S OR THIRD PARTY DATA SUPPLIER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE ANNUAL SUBSCRIPTION FEE RECEIVED BY GALE FROM SUBSCRIBING INSTITUTE.

5.0 Termination.

- 5.1 Gale may at any time (without prejudice to its other rights or remedies) terminate this Agreement in whole or in part or suspend the provision of some or all of the Licensed Content: (i) with respect to the delivery of any part of the Licensed Content from any third party (a "Source"), upon request of such Source or immediately upon termination of Gale's agreement with such Source; (ii) upon thirty (30) days prior written notice to Subscribing Institute in the event of the breach of this Agreement by Subscribing Institute, unless Subscribing Institute cures such breach within such thirty (30) period. In the event this Agreement is terminated by Subscribing Institute due to a breach by Gale prior to the expiration of the annual term of this Agreement, Gale shall credit to Subscribing Institute all fees applicable to the unexpired term of this Agreement on a pro-rata basis.
- 5.2 Either party may terminate this Agreement by written notice stating such party's intent to terminate, in the event the other party materially breaches any provision of this Agreement in the performance of any of its obligations hereunder, and such default or breach shall have continued for thirty (30)



days after such notice was given. Either party may have the right to immediate termination in the event of, but shall not be limited to, the filing by the party receiving the notice of termination of a voluntary or involuntary petition of bankruptcy, the making of such party of an assignment for the benefit of creditors, the petitioning for the appointment of a custodian, receiver or trustee for such party of all or substantially all of such party's assets, or commencing of a proceeding for dissolution or liquidation without a successor to such party's business.

- 5.3 Gale holds the right to terminate this Agreement if the Subscribing Institute willingly defaults in making payment of the Fee as specified in Section 6.1 of this Agreement and fails to remedy such default after receiving thirty (30) days of notification in writing by Gale.
- 5.4 On termination of this Agreement by the Subscribing Institute for cause, Gale shall forthwith credit the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

6.0 Payment

- 6.1 As full consideration for Gale's performance of its obligations under this Agreement, Subscribing Institute shall pay to Gale the subscription fee specified in the Purchase Order and any applicable sales, use, excise, or similar taxes. The fee is due within thirty (30) days after invoice date.
- 6.2 Gale reserves the right to deny Subscribing Institute further access to the Licensed Content in the event payment is not received by its due date. Accounts not paid within thirty (30) days after invoice date shall be deemed delinquent and are subject to be discontinued.

7.0 General

- 7.1 Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and supercedes all prior Agreements and understandings oral or written relating to the subject matter hereof. Alterations to this Agreement and to the Addendum to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 7.2 Assignment. This License may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party; provided however, Gale may assign to an affiliate this Agreement without consent of the Subscribing Institute. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. Any attempted assignment in violation of this section is null and void.
- 7.3 Force Majeure Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any



network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

- 7.4 Notice. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, or two days after mailing if mailed by commercial overnight courier to such individual and address as may be specified in a written notice by either party to the other.
- 7.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto.
- 7.6 Waiver. The waiver of any right or failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.
- 7.7 Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
- 7.8 Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.
- ~~7.9 Governing Laws. This Agreement shall be governed by the laws of State of Michigan without regard to its principles governing conflicts of law.~~

AMENDMENT TO LICENSE AGREEMENT

This Amendment ("Amendment") to the License Agreement dated January 2006 ("Agreement") is by and between The Gale Group, a Thomson Corporation ("Gale") and the University of California San Diego ("Customer").

WHEREAS, the parties hereto previously entered into that certain Agreement, dated as of January 2006 (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 January 2006 – Book Review Index Online (the "original Agreement");
 - b. This Amendment; and
 - c. Addendum A and B as appended to this Amendment
2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

Referencing Addendum A of the Agreement shall be modified per the attached schedule to add the Gale Virtual Reference Title – Encyclopedia of Judaica.
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 for the 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. Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined in section 1) controls.

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

The Gale Group

By: 

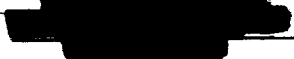
Name: Anne Clark

Title: VP Sales

Date: February 1, 2007

University of California San Diego

By: 

Name: 

Title: Head of Acquisitions


Date: 1/29/07

ADDENDUM A
LICENSED CONTENT, SUBSCRIPTION PERIOD, ACCESS METHOD, FEE SCHEDULE


Licensed Material: Gale Virtual Reference Titles – Encyclopedia of Judaica

Access: 01/31/2007 – 01/30/2008

Format: Online

Access: 

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

Hosting Fees: 

Payment Terms: Net 30 days after invoice date

ADDENDUM B
LICENSED CONTENT, SUBSCRIPTION PERIOD, ACCESS METHOD, FEE SCHEDULE

Annual subscription fee for the Subscribing Institute for the following Licensed Content for the 12-month subscription period as noted below:

DATABASES	SUBSCRIPTION PERIOD	USAGE LEVELS	SUBSCRIPTION FEES
Biography & Genealogy Master Index	12/08/2006 – 12/07/2007	1 site, 2 users	[REDACTED]

ADDENDUM C
LICENSED CONTENT, SUBSCRIPTION PERIOD, ACCESS METHOD, FEE SCHEDULE

Annual subscription fee for the Subscribing Institute for the following Licensed Content for the 12-month subscription period as noted below:

DATABASES	SUBSCRIPTION PERIOD	USAGE LEVELS	SUBSCRIPTION FEES
Book Review Index Online	01/01/2007 – 12/31/2007	1 site, 1 user	[REDACTED]

AMENDMENT TO LICENSE AGREEMENT

This Amendment ("Amendment") to the License Agreement dated January 2006 ("Agreement") is by and between The Gale Group, a Thomson Corporation ("Gale") and the University of California San Diego ("Customer").

WHEREAS, the parties hereto previously entered into that certain Agreement, dated as of January 2006 (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 January 2006 – Book Review Index Online (the "original Agreement");
 - b. This Amendment; and
 - c. Addendum A, B, C, and D as appended to this Amendment
2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

Referencing Addendum A, B, C, and D of the Agreement entitled, "Licensed Content" shall hereby be modified per the attached schedule.
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 for the 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.

The Gale Group

By: _____

Name: _____

Title: _____

Date: 7/13/07

University of California San Diego

By: _____

Name: _____

Title: _____

Date: 5/11/07

ADDENDUM D
LICENSED CONTENT, SUBSCRIPTION PERIOD, ACCESS METHOD, FEE SCHEDULE

Annual subscription fee for the Subscribing Institute for the following Licensed Content for the 12-month subscription period as noted below:

DATABASES	SUBSCRIPTION PERIOD	USAGE LEVELS	SUBSCRIPTION FEES
Business & Company Res. Center	04/30/2007 - 04/29/2008	1 site, unlimited	
Investext Plus	04/30/2007 - 04/29/2008	1 site, unlimited	
PROMT	04/30/2007 - 04/29/2008	1 site, unlimited	
RDS TableBase	04/30/2007 - 04/29/2008	1 site, unlimited	

**AMENDMENT TO LICENSE AGREEMENT
ADDENDUM E**

The following Products are hereby incorporated under the terms and conditions specified in *THE GALE GROUP SUBSCRIPTION AND LICENSE AGREEMENT* dated January 2006 between The Gale Group and the University of California San Diego. This Addendum E Agreement begins on October 31, 2007 and ends on October 30, 2008.

Product Name(s)	Quantity	Price
Gale Virtual Reference Titles – Encyclopedia of Major Marketing Campaigns, Volume 2	1 year access subscription	[REDACTED]

Additional Terms and Conditions:

- 1. Payment Terms.** Net 30 days after invoice date
- 2. Hosting Fees.** Hosting fees for Gale Virtual Reference Library Titles shall be invoiced and payable per the schedule listed below.

<u>Number of Titles</u>	<u>Annual Hosting Fee</u>
1 - 10	[REDACTED]
11 - 20	[REDACTED]
21 - 30	[REDACTED]
31 - 40	[REDACTED]
41 - 50	[REDACTED]
51 or more	[REDACTED]

No further hosting fees are due until the 2008 renewal term. Customer's current hosting fees are based on the current number of titles owned as referenced above. Pursuant to section 2.2, assuming continuation of this Agreement, in the event of a change in number of titles purchased, Gale reserves the right to review pricing annually with adjustments as applicable.

- 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. This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined in section 1) controls.

Accepted

The Gale Group

By:

Name: Anne Clark

Title: Vice-President, Sales

Date: 12/20/07

University of California San Diego

By:

Name: Tony A. Harvell

Title: Head of Acquisitions

Date: 11/13/07

This License Agreement ("Agreement") sets forth the conditions by which The Gale Group Inc. ("Gale") will make available electronic copies of ebooks ("Product") to the University of California San Diego ("Customer"), which Product includes Gale-owned licensed content as referenced in Appendix A and made available to Customer.

1.0 SCOPE OF LICENSE

- 1.1 Subject to the Customer's compliance with the terms and conditions of this Agreement, Gale hereby grants the Customer, a nontransferable, non-exclusive, limited right to access Licensed Content, and to download, display, view and print limited and/or make limited paper or electronic copies of citations, abstracts, individual full text or portions thereof, only for personal, educational, scholarly or internal non-commercial use at the authorized site or remotely by logging on to a secure network. Customer shall limit such use to the customary services provided to patrons and will not redistribute the Licensed Content or provide access to the Licensed Content to other libraries or third parties either directly or indirectly, unless authorized in advance and in writing by Gale. Downloading all or parts of the Licensed Content in a systematic or regular manner so as to create a collection of materials comprising all or part of the Licensed Content and or transmitting (including, but not limited to, by way of e-mail, facsimile or other electronic means), is strictly prohibited whether or not such material is in electronic or print form.
- 1.2 The Customer shall not: (i) except as permitted in 1.1, reproduce, copy, modify, distribute, display, transfer, sublicense, prepare derivative work(s) based on, sell, exchange, barter or transfer, rent, lease, loan, resell, or in any other manner exploit the Product or Licensed Content; (ii) remove, obscure or alter any notice of Gale's intellectual property rights present on or in the Product or Licensed Content therein, including, but not limited to, copyright, trademark and/or patent notices; or (iii) disassemble, decompile, translate, reverse engineer or otherwise reduce the Product or Licensed Content therein.
- 1.3 The Customer understands that it is purchasing a copy of the Product for use in accordance with the provisions of this Agreement. Gale also separately offers access subscriptions that provide hosting and technical services. Access subscription services enhance your use of the Product and are subject to Gale's standard subscription terms. Please contact Gale with any questions regarding such separate access subscriptions.

2.0 TERMINATION

- 2.1 Gale may at any time (without prejudice to its other rights or remedies) immediately terminate this Agreement and/or suspend access to some or all of the Licensed Content, in the event that the Customer does not comply with any of the terms and conditions of this Agreement. In the event of such termination by Gale, the Customer shall certify the destruction of all copies of the Product as well as any downloaded copies of the Licensed Materials.

3.0 PROPRIETARY RIGHTS

- 3.1 The Customer acknowledges that Gale owns all right, title and interest, including, but not limited to all copyright rights therein, in and to the Licensed Content, and that the Customer shall not take any action inconsistent with such ownership. The Licensed Content is protected by U.S., Canadian and other applicable copyright laws and by international treaties, including the Berne Convention and the Universal Copyright Convention. Customer is purchasing a copy of the Product for use in accordance with the provisions of this Agreement, which includes a license to the Licensed Content contained therein. Nothing contained in this Agreement shall be construed as granting the Customer any ownership rights in or to the Licensed Content.

4.0 PROTECTION AND SECURITY

- 4.1 The Customer shall use its best efforts and take all reasonable steps to safeguard its copy of the Licensed Content to ensure that no unauthorized reproduction, publication, disclosure, modification or distribution of the Licensed Content, in whole or in part, is made. To the extent that the Customer becomes aware of any such unauthorized use of the Licensed Content, the Customer shall immediately notify Gale. Notification of such violations may be made by sending an Email to it.infringements@cingale.com

5.0 MISUSE OF THE LICENSED PRODUCT

- 5.1 In the event the Customer uses the Product or Licensed Content in violation of this Agreement, Gale shall be entitled to recover all costs and expenses for damages resulting from breach of this Agreement, including without limitation, reasonable attorney fees and court costs incurred.

6.0 FEDERAL GOVERNMENT CLIENTS

- 6.1 Except as expressly authorized by Gale, Federal Government clients obtain only the rights specified in this Agreement and no other rights. The Government acknowledges that (i) all software and related documentation incorporated in the Product and Licensed Content is existing commercial computer software within the meaning of FAR 27.405(b)(2); and (2) all other data delivered in whatever form, is limited rights data within the meaning of FAR 27.401. The restrictions in this section are acceptable as consistent with the Government's need for software and other data under this Agreement.
- 6.2 The text files are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277.7013 for DoD contracts, paragraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights clause in the FAR (48 CFR 52.227-19) for civilian agencies, or in other comparable agency clauses.

7.0 DISCLAIMER OF WARRANTIES AND LIABILITIES

- 7.1 Although Gale believes the Product and Licensed Content therein to be reliable, Gale does not guarantee or warrant (i) any information or materials contained in or produced by the Product or Licensed Content, (ii) the accuracy, completeness or reliability of the Product and Licensed Content, or (iii) that the Product and Licensed Content is free from errors or other material defects. THE PRODUCT AND LICENSED PRODUCT IS PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND AND GALE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE. IN NO EVENT SHALL GALE BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE. IN NO EVENT SHALL GALE'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER HEREUNDER FOR THE LICENSE OF THE PRODUCT OR LICENSED CONTENT.

8.0 GENERAL

- 8.1 Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and supercedes all prior Agreements and understandings oral or written relating to the subject matter hereof.
- 8.2 Enhancements/Modifications of Licensed Content. From time to time, and in Gale's sole discretion, Gale may advise the Customer of updates, upgrades, enhancements and/or improvements to the Product or Licensed

Content, and may permit the Customer to access and use, subject to the terms and conditions of this Agreement, such modifications, upon payment of prices as may be established by Gale.

- 8.3 No Export. The Customer shall not transfer or export, directly or indirectly, the Product or Licensed Content in a manner that violates law.
- 8.4 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto.
- 8.5 Waiver. The waiver of any right or failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.
- 8.6 Conflict Clause. Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Agreement controls.

The parties through their authorized agents have executed this contract on the dates set out below.

University of California San Diego

By: 

Name: Tony A. Harvell

Title: Head of Acquisitions

Date: 11/13/07

4. **Legal Effect.** Except as set for the 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. This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined in section 1) controls.

Accepted

The Gale Group, Inc.

University of California San Diego

By: 

By: Tonya Harvell

Name: Dale Ebeling

Name: 

Title: Vice-President, Controller

Title: Head of Acquisitions

Date: 3/4/08

Date: 3/3/08

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined in section 1) controls.

Accepted

The Gale Group, Inc.

By: _____

Name: Anne Clark

Title: V/P Sales

Date: 6/10/08

University of California San Diego

By: _____

Name: Martha Hruska

Title: Assoc. Univ. Librarian, collection Services

Date: June 5, 2008

**AMENDMENT TO LICENSE AGREEMENT
ADDENDUM H**

The following Products are hereby incorporated under the terms and conditions specified in *THE GALE GROUP SUBSCRIPTION AND LICENSE AGREEMENT* dated January 2006 between The Gale Group and the University of California San Diego. This Addendum H Agreement begins on June 24, 2008 and ends on June 23, 2009.

Product Name(s)	Quantity		Price
	# Sites	# Users	Access Fees
Social Science Electronic Data Library	1	unlimited	[REDACTED]
TOTAL			[REDACTED]

Additional Terms and Conditions:

- Payment Terms.** Net 30 days after invoice date
- Effective Date.** The modifications set forth above shall be effective on the date of signature by the Customer on this Amendment.
- Legal Effect.** Except as set for the 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. This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined above) controls.

Accepted

The Gale Group, Inc.

By: [REDACTED]

Name: Anne Clark

Title: Vice-President, Sales

Date: 6-24-08

University of California San Diego

By: [REDACTED]

Name: Tom Harvell

Title: Head of Acquisitions

Date: 6/19/08

**AMENDMENT TO LICENSE AGREEMENT
ADDENDUM I**

The following Products are hereby incorporated under the terms and conditions specified in *THE GALE GROUP SUBSCRIPTION AND LICENSE AGREEMENT* dated January 2006 between The Gale Group and the University of California San Diego. This Addendum I Agreement begins on April 24, 2009 and ends on April 23, 2010.

Product Name(s): Gale Directory Library titles	Quantity		Price
	Title	GDL Edition	GDL Release Date
Encyclopedia of Associations – National Organizations	48	05/29/2009	
Encyclopedia of Associations – Regional, State & Local Organizations	20	11/28/2008	
Encyclopedia of Associations – International Organizations	47	05/29/2009	
National Directory of Nonprofit Organizations	23	02/20/2009	
FEES DUE			

Additional Terms and Conditions:

- Gale Directory Library titles - Standing Orders.** Future Standing Order purchases to include every third edition of each title referenced above.
- Payment Terms.** Net 30 days after invoice date
- Hosting Fees.** Hosting fees for Gale Virtual Reference Library Titles shall be invoiced and payable per the schedule listed below.

<u>Number of Titles</u>	<u>Annual Hosting Fee</u>
1 - 10	
11 - 20	
21 - 30	
31 - 40	
41 - 50	
51 or more	

No further hosting fees are due until the February 2010 renewal term. Customer's current hosting fees are based on the current number of eBook, Gale Directory Library and Literature Criticism Online titles owned per the hosting fee schedule referenced above. Assuming continuation of this Agreement, in the event of a change in number of titles purchased, Gale reserves the right to review pricing annually with adjustments as applicable.

- Effective Date.** The modifications set forth above shall be effective on the date of signature by the Customer on this Amendment.
- Legal Effect.** Except as set for the 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. This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined above) controls.

Accepted

The Gale Group, Inc.

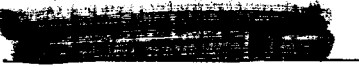
By: 

Name: Dennis Stepaniak

Title: EVP/COO

Date: April 27, 2009

University of California San Diego

By: 

Name: MARTHA HRUSKA

Title: ASL, COLLECTIONS

Date: 4/17/09

**AMENDMENT TO LICENSE AGREEMENT
ADDENDUM J**

The following Products are hereby incorporated under the terms and conditions specified in *THE GALE GROUP SUBSCRIPTION AND LICENSE AGREEMENT* dated January 2006 between The Gale Group and the University of California San Diego. This Addendum J Agreement begins on April 24, 2009 and ends on April 23, 2010.

Product Name(s): Gale Virtual Reference Library titles	Quantity	Price
Title	ISBN	Price
College Blue Book, 36 th edition	9780028661421	
Value of a Dollar: Prices and incomes in the United States, 1860-2004 3 rd edition, 2006.	9781592371730	
FEES DUE		

Additional Terms and Conditions:

- Payment Terms.** Net 30 days after invoice date
- Hosting Fees.** Hosting fees for Gale Virtual Reference Library Titles shall be invoiced and payable per the schedule listed below.

<u>Number of Titles</u>	<u>Annual Hosting Fee</u>
1 - 10	
11 - 20	
21 - 30	
31 - 40	
41 - 50	
51 or more	

No further hosting fees are due until the February 2010 renewal term. Customer's current hosting fees are based on the current number of eBook, Gale Directory Library and Literature Criticism Online titles owned per the hosting fee schedule referenced above. Assuming continuation of this Agreement, in the event of a change in number of titles purchased, Gale reserves the right to review pricing annually with adjustments as applicable.

- Effective Date.** The modifications set forth above shall be effective on the date of signature by the Customer on this Amendment.
- Legal Effect.** Except as set for the 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. This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined above) controls.

Accepted

The Gale Group, Inc.

By: _____

Name: Dennis Stepaniak

Title: EVP/COO

Date: April 27, 2009

University of California San Diego

By: _____

Name: MARTHA HRUSKA

Title: AUL, COLLECTIONS

Date: 4/17/09

AMENDMENT TO LICENSE AGREEMENT
ADDENDUM

8. 10/12/09
10/13/09

The following Products are hereby incorporated under the terms and conditions specified in THE GALE GROUP SUBSCRIPTION AND LICENSE AGREEMENT dated January 2006 between The Gale Group and the University of California San Diego. This Addendum Agreement begins on August 31, 2009 and ends on August 30, 2010.

Product Name(s): Gale Directory Library titles

Title	Volumes	Price
Something About the Author - Online	225	
Fees Due		

Additional Terms and Conditions:

1. **Standing Orders.** Future Standing Order purchases shall be invoiced and payable as released with estimated pricing (per title and total) based on planned release schedule. FY2009 - 2010 estimated cost shall be \$ based on a planned release of thirteen (13) volumes. Standing Orders shall be processed and shipped automatically upon release unless cancelled by library.

2. **Payment Terms.** Net 30 days after Invoice date

Hosting Fees. Hosting fees shall be invoiced and payable based on the current number of eBooks, Gale Directory Library and Literature Criticism Online titles owned (as noted in the schedule below). Assuming continuation of this Agreement, in the event of a change in number of titles purchased, Gale reserves the right to review pricing annually with adjustments as applicable.

Number of Titles	Annual Hosting Fee
1 - 10	\$
11 - 20	\$
21 - 30	\$
31 - 40	\$
41 - 50	\$
51 or more	\$

3. **Effective Date.** The modifications set forth above 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. This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined above) controls.

Accepted

The Gale Group, Inc.

By: 

Name: Martha Hruska

Title: Acq Collection Services

Date: Aug 21 2009

University of California San Diego

By: 

Name: Dennis Stepaniak

Title: EVP/COO

Date: August 28, 2009

**AMENDMENT TO LICENSE AGREEMENT
ADDENDUM L**

The following Products are hereby incorporated under the terms and conditions specified in *THE GALE GROUP SUBSCRIPTION AND LICENSE AGREEMENT* dated January 2006 between The Gale Group and the University of California San Diego. This Addendum L Agreement begins on May 29, 2009 and ends on May 28, 2010.

Product Name(s): Digital Collections database hosting fees

Title	Access Fees
The Making of Modern Law, Trials c. 1600 – 1926 hosting fees	\$ [REDACTED]
Fees Due	[REDACTED]

Additional Terms and Conditions:

1. **Payment Terms.** Net 30 days after invoice date
2. **Hosting Fees.** Hosting fees for The Making of Modern Law, Trials c. 1600 – 1926 shall be invoiced and payable per the schedule listed above.

Pursuant to section 2.2, assuming continuation of this Agreement, hosting fees shall not increase through the year 2011; Beginning year 2012, Gale reserves the right to review pricing annually with adjustments as applicable; increases shall not exceed three percent (3%) of the previous year's fees for the next seven (7) years of this Agreement.
3. **Effective Date.** The modifications set forth above shall be effective on the date of signature by the Customer on this Amendment.
4. **Legal Effect.** Except as set for the 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. This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined above) controls.

Accepted

The Gale Group, Inc.

By:  _____

Name: Dennis Stepaniak

Title: EVP/COO

Date: June 2, 2009

University of California San Diego

By:  _____

Name: Tony A. Harrell

Title: Head of Acquisitions

Date: 5/19/2009