



## AMENDMENT FIVE TO GENERAL LICENSE AGREEMENT

This Amendment (“Amendment”) dated April 25<sup>th</sup>, 2014 to the License Agreement Walter de Gruyter, Inc. dated June 1<sup>st</sup>, 2011 (“Agreement”) and last amended July 13<sup>t</sup>, 2013 is by and between Walter de Gruyter, Inc., hereinafter referred to as “Licensor” and The Regents of the University of California on behalf of The California Digital Library, hereinafter referred to as “Licensee.”

WHEREAS, the parties hereto previously entered into that certain Agreement, dated July 13<sup>th</sup>, 2013 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, dated June 1<sup>st</sup>, 2011.
  - b. Amendment- 2012 Harvard University Press eBooks for the University of California, San Diego, dated June 8<sup>th</sup>, 2012.
  - c. Amendment- Journal Archives for the University of California, San Diego, dated April 25<sup>th</sup>, 2013.
  - d. Amendment- The Diaries of Joseph Goebbels Online for the University of California, Los Angeles, dated May 21<sup>st</sup>, 2013, executed May 30<sup>th</sup>, 2013.
  - e. Amendment- AKL Online for the University of California, Berkeley, dated May 21, 2013, executed July 13<sup>th</sup>, 2013
  - f. This Amendment; and
  - g. Amendment Schedule 1: Journals Subscriptions
2. **Modifications to the Agreement.** The Agreement is hereby modified referencing Walter\_de\_Gruyter\_TLL\_2011.pdf **Effective Date: April 25<sup>th</sup>, 2014**
3. **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 in to this Amendment as of the date above written.

Boston, MA dated 5/22/2014

[Text deleted]

By: \_\_\_\_\_

Name \_\_\_\_\_

Title: Sales Director

**Walter de Gruyter, Inc.**

Oakland, CA dated April 30, 2014

[Text deleted]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Director, CDL

**Regents of the University of California,**

**California Digital Library**



## Schedule 1: Journal Subscriptions

### Purchase Terms

<b>Product</b>	Byzantinische Zeitschrift archive Probus subscription
<b>Billing address</b>	University of California Library Payments Unit 250 Moffitt Library Tech Services, #6000 Berkeley, CA 94720-6000
<b>Annual Subscription Fee</b>	Byzantinische Zeitschrift archive: \$[Text deleted] Probus 2014 Subscription: [Text deleted]
<b>Subscription date</b>	3/28/2014
<b>Property rights to the product</b>	The licensee acquires property rights to the product with the payment of the purchase price.
<b>Authorized sites of the Licensee</b>	University of California at Berkeley Libraries
<b>Authorized Users at the Authorized Sites</b>	<p>Students, employees and servants of the University: 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>Library Users: 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	
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