ADDENDUM dated 2nd May 2007 to Online Licence Agreement for Empire Online between
Adam Matthew Digital Ltd (the "Licensor") and The Regents of the University of California, with its
principal offices at The California Digital Library (covering all ten University of California
campuses), University of California, 415 20th Street, Oakland, CA 94612 (the “Licensee”)

Projects licensed by original Agreement

- Empire Online

The following Additional Project is Licensed by this Addendum on the same terms as the
original Empire Online Agreement, subject to clauses (1), (2) and (3) as set out below:

- Everyday Life & Women in America, c1800-1920, Online

Clause (1):

Section IV: Licensor Performance Obligations:

DELETE: Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor
shall make the Licensed Materials available to the Licensee and Authorised Users at least until
31 December 2014.

The Licensee is committed to purchasing all five sections of the Licensed Materials. The total fee
payable by the Licensee for the period up to 31 December 2014 shall be set out at the beginning
of this term and is payable by on the publication of each
section.

INSERT: Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor
shall make the Licensed Materials available to the Licensee and Authorised Users

Hosting. The Licensor guarantees to host the Licensed Materials for five (5) years from the
Effective Date and it is intended that the hosting be extended for further five year periods.

Clause (2):

Section VII: Renewal

DELETE: Each renewal shall be subject to the payment by Licensee of
providing ongoing access to the Licensed Materials.

INSERT: Each renewal shall be subject to the payment by Licensee of
to cover the Licensor's cost of providing ongoing access to the Licensed Materials.

Clause (3):

Section IX: Licence Period:

DELETE: Except for termination for cause, the Licensor hereby grants to the Licensee a non
exclusive licence to use the Licensed Materials until 31 December 2014, subject to
payment of Such use shall be in accordance with the
provisions of this Agreement, which provisions shall survive any termination of this Agreement.
INSERT: Except for termination for cause, the Licensor hereby grants to the Licensee a non-exclusive licence to use the Licensed Materials. By payment of the Royalties, the Licensee shall have the option to use the hosting facilities offered by the Licensor. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement by their respective, duly Authorised representatives as of the date first above written:

**LICENSOR:**

**BY:**

Signature of Authorised Signatory of Licensor

Name:
Title: **SALES + MARKETING DIRECTOR**
Adam Matthew Digital Ltd
Pelham House, London Road,
Marlborough, Wiltshire, SN8 2AA, England
Tel:
Fax:
Email:

**THE LICENSEE:**

**BY:**

Signature of Authorised Signatory of Licensee

NAME:
TITLE: Director, Business Services
ADDRESS: 415 20th Street, 4th Floor
TEL:
FAX:
EMAIL:
B U S I N E S S  T E R M S  F O R  A D D E N D U M dated 2nd May 2007 to Online Licence Agreement for Empire Online between Adam Matthew Digital Ltd (the "Licenser") and The Regents of the University of California, with its principal offices at The California Digital Library (covering all ten University of California campuses), University of California, 415 20th Street, Oakland, CA 94612 (the "Licensee")

Licensed Materials:

Everyday Life & Women in America, c1800-1920, Online

Pricing:

* Simultaneous Use: unlimited

* Includes access for nine (9) UC campuses plus free access for UC San Francisco

* A credit note will be available to CDL to cover combined UCLA, UC Berkeley and UC Irvine purchase total of Empire Online

* MARC records are available for download

* Archival back-up on DVD available on request

* Maintenance fee will be charged

* Be paid five (5) years after the effective date and every five (5) years thereafter to cover our hosting costs