

AMENDMENT TO PURCHASE AGREEMENT

This Amendment ("Amendment") to the Purchase Agreement dated August 2005 ("Agreement") is by and between The Gale Group, a Thomson Corporation ("Gale") and The Regents of the University of California, ("Customer").

WHEREAS, the parties hereto previously entered into that certain Agreement, dated as of August 2005 (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 August 2005 – Eighteenth Century Collections Online, Modules 1 – 7 (the "original Agreement");
 - b. Amendment 1 – as executed October 2005 – Eighteenth Century Collections Online, Modules 1 - 7
 - c. This Amendment; and
 - d. Exhibit A as appended to this Amendment
 - e. Exhibit B as appended to this Amendment

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
 - a. Referencing Exhibit A of the Agreement entitled, "Digital Collection, Fees and Payment," shall be modified to add Times Digital Archive (1785 – 1900) per the attached schedule.
 - b. Referencing Exhibit B of the Agreement entitled, "Copyright and Limitations on Use" shall be incorporated per the attached exhibit.

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

The Regents of the University of California

By: _____

By: _____

Name: _____

Name: _____

Title: SVP, Sales & Marketing

Title: Director, Business Services

Date: 5/3/07

Date: 3/29/07

**EXHIBIT A
DIGITAL COLLECTION, FEES AND PAYMENT**

A. Digital Archive Collections. Gale shall provide the Customer with the Images and Meta-data relating to The Times 1785 – 1900.

- **Times Digital Archive (1785 – 1900)**

B. Designated Location. Digital formatted SDLT tapes shall be placed in escrow and delivered to Iron Mountain records storage facility in Detroit Michigan. Tapes shall be held in the name of the California Digital Library. Delivery shall be F.O.B Shipping Point.

Designated Location

Iron Mountain

C. Fees. In consideration for the Digital Archive Collection(s) to be provided, the Customer shall pay Gale according to the following schedule:

List Price: Times Digital Archive (1785 – 1900)	
TOTAL:	

D. Payment Schedule. Full payment for the Collection shall be invoiced and payable per the payment schedule above. The fee is due within thirty- (30) days after invoice date. Gale's obligation to deliver the Collection set forth above is absolute.

E. Payments shall be mailed to:

**The Gale Group
P.O. Box 95501
Chicago, IL 60694-5501**

F. Non-Refundable. Customer's obligation to pay the fee set forth in exchange for the Digital Archive Collection is absolute and non-refundable.

G. Taxes. Customer shall pay any applicable sales, use, excise, or similar taxes.

EXHIBIT B
COPYRIGHT AND LIMITATIONS ON USE

The Customer and its Authorized Users may download, display, view and print off single copies of excerpts of records contained in the Collection for personal, non-commercial, educational use only. The aforesaid rights are to be exercised only at the Authorized Site or remotely by logging on to a secure network. Customer will not use the Collection 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 Collection in any way. Use of the product will be limited to the Authorized User base of the Customer purchasing the Collection through Gale.

Except as expressly provided for in the foregoing sentence, the Customer and its Authorized Users may not modify, publish, transmit, display, participate in the transfer or sale of, create derivative works based on, or in any other way exploit any of the Collection, in whole or in part without the prior written consent of Gale and (if applicable) its licensor.

Customer shall not transfer any right, title, or interest in the Collection, or in any data included in the Collection, to its Authorized Users or to any other person.

Customer may not use any data or documentation received from the Collection 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 Collection. Customer 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 Collection.

Access to the Collection is limited to the Customer and its Authorized Users. The Customer shall use all reasonable efforts to restrict and control unauthorized access to the Collection and agrees to notify Gale if it becomes aware of any of the following: (a) any loss or theft of the Customer's passwords(s); (b) any unauthorized use of any of the Customer's passwords(s) of the Collection; 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 Customer agrees to work with Gale to correct such practices

AMENDMENT TO LICENSE AGREEMENT

This Amendment ("Amendment") to the License Agreement dated August 2005 ("Agreement") is by and between The Gale Group, a Thomson Corporation ("Gale") and The Regents of the University of California , ("Customer")

WHEREAS, the parties hereto previously entered into that certain Agreement, dated as of August 2005 (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 August 2005 – Eighteenth Century Collections Online, Modules 1 – 7 (the "original Agreement");
 - b. This Amendment; and
 - c. Addendum A as appended to this Amendment

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

Referencing Addendum A of the Agreement entitled, "Licensed Content," shall be modified to add Times Digital Archive (1785 – 1985) 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

The Regents of the University of California

By: _____

By: _____

Name: _____

Name: _____

Title: SVP, Sales & Marketing

Title: Director, Business Services

Date: 3/3/07

Date: 3/29/07

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

Annual subscription fee for the Subscribing Institute (as designated in Addendum B) for the following Licensed Content for the 12-month subscription period as noted below:

Licensed Content: Times Digital Archive (1785 – 1985)

Subscription Period: See below

Format: Online

Access: InfoTrac Web
 GaleNet
 Z39.50

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

Hosting Fees: Hosting fees shall be invoiced and payable per the schedule below. Pursuant to section 2.2, assuming continuation of this Agreement (i) effective Y2, hosting fees shall be invoiced at:
 (ii) hosting fees shall include all newly digitized content 1985 – 2003.
 Scheduled release for the new content: August 2007.

Payment Plan	Subscription Period	Hosting Fees
Year 1	03/30/2007 – 03/29/2008	
Year 2	03/30/2008 – 03/29/2009	
Year 3	03/30/2009 – 03/29/2010	
Year 4	03/30/2010 – 03/29/2011	
Year 5	03/30/2011 – 03/29/2012	
Year 6	03/30/2012 – 03/29/2013	
Year 7	03/30/2013 – 03/29/2014	
Year 8	03/30/2014 – 03/29/2015	
Year 9	03/30/2015 – 03/29/2016	
Year 10	03/30/2016 – 03/29/2017	
Year 11	03/30/2017 – 03/29/2018	