

AMENDMENT TO PURCHASE AGREEMENT

This Amendment ("Amendment") to the Purchase Agreement dated August 2005 ("Agreement") is by and between The Gale Group, a Delaware 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. Amendment 2 – as executed March 2007 – Times Digital Archive and;
 - d. This Amendment
2. **Modifications to the Agreement.** This Agreement is hereby modified to enable all University of California campuses and facilities, including Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara and Santa Cruz to purchase any Gale Digital Archive product available for purchase from Gale under this master Agreement. This master Agreement shall cover all purchases, whether placed through the University of California central office or through a specific campus or group of campuses. Each participating University of California campus and facility is a separate and independent organization and shall act in accordance with the terms of this Agreement. This Amendment shall constitute the entire Agreement between the Parties and shall supercede and replace all understandings oral or written relating to the subject matter hereof.
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 **TEXT DELETED**

By: _____

Name: _____

Title: EVP/COO

Date: August 28, 2009

The Regents of the University of California

By: **TEXT DELETED**

Name: _____

Title: Executive Director

Date: 8.6.09

AMENDMENT TO LICENSE AGREEMENT

This Amendment ("Amendment") to the License Agreement dated August 2005 ("Agreement") is by and between The Gale Group, a Delaware 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 memorialized in August 2005 (the "original Agreement" - Eighteenth Century Collections Online, Modules 1 – 7);
 - b. Amendment – as executed March 2007 – Times Digital Archive and;
 - c. This Amendment

2. **Modifications to the Agreement.** This Agreement is hereby modified to enable all University of California campuses and facilities, including Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara and Santa Cruz to participate under this master Agreement. This master Agreement shall cover all subscriptions, whether placed through the University of California central office, or through a specific campus or group of campuses and shall include access to and use of all Licensed Content including any updates, enhancements, new features and/or the addition of any new Licensed Content provided by Gale via on-line, FTP electronic feed, CD-ROM, SDLT magnetic tape or by any other means. Each participating University of California campus and facility is a separate and independent organization and shall act in accordance with the terms of this Agreement. This Amendment shall constitute the entire Agreement between the Parties and shall supercede and replace all understandings oral or written relating to the subject matter hereof:
 - a. Section 2.4 – shall be modified to add the following language: "Notification of claims of copyright infringement regarding materials available or accessible on, through, or in connection with Gale's services may be sent to Cengage Learning, Inc., 200 First Stamford Place, Stamford, CT 06905, Attention: General Counsel."
 - b. Section 5.0 – shall be modified to add the following language: "On termination, all rights and obligations of the parties automatically terminate: (i) Customer shall immediately cease to distribute or make available the Licensed Content to Authorized Users, and shall destroy all Licensed Content locally mounted pursuant to Section 2.9; (ii) In the case of Licensed Content for which a fee is paid for continual or perpetual access to the materials, on termination of this Agreement, (otherwise than as a result of notice being given by Gale for breach of contract) Gale shall provide reasonable assistance to the Customer as needed to enable the Customer and any third part vendor engaged by the Customer to host, and provide to Customer and its Authorized Users uninterrupted on-line Internet web-based access to the Licensed Content and; (iii) Use of CD-ROMs and FTP electronic feeds after subscription expiration is subject to the license granted under this Agreement. In the case of CD-ROM or FTP electronic feeds for which a license fee is paid for continual or perpetual access to the materials, Licensee may retain the CD-ROM or FTP electronic feed unless the license is terminated due to breach of this Agreement. In the event of breach of any term of this Agreement, Gale may, in addition to its other legal rights and remedies, terminate the license granted and upon written notice of such termination Customer shall certify the destruction of all copies of the Licensed Content

including the CD-ROMs or FTP electronic feeds as well as any downloaded copies of the licensed materials.”

c. Section 7.0 – shall be modified to add the following language:

7.13 Affirmative Action. Non-Discrimination in Hiring and Employment. Gale shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

7.14 Equal Opportunity. Gale shall not discriminate against any individual with respect to his or her compensation, terms conditions or privileges of employment or discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status an employee because of such individual’s race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

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

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Name

Title: EVP/COO

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