

AMENDMENT TO LICENSE AGREEMENT

This Amendment to the Purchase Agreement ("Amendment") is made as of the date of signature by Cengage on this Amendment (the "Effective Date"), by and between Cengage Learning, Inc., a Delaware corporation, ("Cengage"), University of California Merced ("Customer") and The Regents of the University of California ("Licensee").

WHEREAS, Cengage, Customer and Licensee are parties to that certain Purchase Agreement, dated as of August 2005, as amended from time to time ("Agreement");

WHEREAS, the parties wish to amend certain terms of the Agreement in accordance with this Amendment;

NOW THEREFORE, for 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. **Modifications to the Agreement.** The Agreement shall be modified per the attached schedule to add the purchase of the Digital Collections set forth in Schedule A. Customer has reached the "cap level" on hosting fees and will incur no additional annual hosting fee charge as further defined in the attached Exhibit, which is incorporated into this Amendment by reference as if fully set forth herein.
2. **Effective Date.** The modifications set forth in Exhibit A shall be effective on the date of signature by Cengage on this Amendment.
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 into this Amendment as of the date below written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: _____

Title: Associate Executive Director

Date: 11/28/2017

CENGAGE LEARNING INC

By: _____

Name: _____

Title: Sr VP - Sales

Date: 11-29-2017

**EXHIBIT A
LICENSED CONTENT, FEES, SUBSCRIPTION ACCESS PERIOD**

A. **Digital Archive Collections.** Cengage shall provide the Digital Archive Collections defined below in paragraph C, to (“Customer”).

B. **Shipping Designation.** On termination of hosting services through Cengage, continued access to the collections defined in paragraph below shall be available through Portico, a digital preservation and electronic archiving vendor where Cengage has deposited a machine-readable commercially viable copy of the Digital Archive Collections in order to enable you to exercise the perpetual access rights under this Agreement. For Digital Archive Collections not on deposit, upon request or upon termination of Licensee’s Agreement, Cengage shall provide to Customer a machine-readable copy of the Licensed Content for Customer’s use in a physical format and on media best suited the content.

All collections referenced in this Exhibit A shall be perpetually licensed to Licensee for purposes of education and research according to the terms of use contained in the License Agreement, unless such terms are superseded by a later agreement.

Ship To: DO NOT SHIP

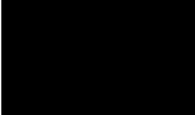
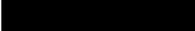
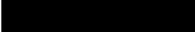
C. **Fees.** In consideration for the Digital Archive Collections to be provided, The University of California Merced shall pay Cengage according to the following schedule:

Digital Collection:			
17th & 18th Century Nichols Collection Newspapers			
Eighteenth Century Collection Online (ECCO) II			
State Papers Online I, 1509-1603: Tudor Domestic			
State Papers Online II, 1509-1603: Tudor Foreign			
State Papers Online III, 1603-1714: Stuart Domestic			
State Papers Online IV, 1603-1714: Stuart Foreign			

Total: 

Hosting Period: 11/22/2017-11/21/2022

Payment Schedule:

 Due 12/31/2017
 Due 12/31/2018
 Due 12/31/2019

D. Cengage’s obligation to deliver the Digital Archive Collections set forth above is absolute.

E. **Payments shall be mailed to**
 Cengage Learning
 P.O. Box 95501
 Chicago, IL 60694-5501

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

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