

<ul style="list-style-type: none"> ● MARKETING & AWARENESS SUPPORT: Gale is very happy to include extensive and free training for your librarians and researchers. We have a wide variety of training options, all of which will be fully available to all member libraries, including on-site, WebEx, webinars, and bespoke training options. We will tailor training sessions to meet the unique needs of the requesting library (for faculty, for librarians, for an undergraduate course/program, etc). ● MULTIPLE DATA ACCESS POINTS: Gale content is available and discoverable in a variety of ways making the content flexible for students and faculty to interact with. Native archive search interface, Gale Primary Sources search platform, and now available for text analysis with our Gale Digital Scholar Lab – Gale is unique in our ability to offer UC schools multiple options to interact with our Primary Source archives. ● Preferential Pricing for Systemwide Gale Digital Scholar Lab Access through December 15th, 2019 <ul style="list-style-type: none"> ○ [REDACTED] per year for the 10 campuses for Years 1, 2, and 3 (a [REDACTED] savings) ○ Waiver of Setup/Training Fee (a [REDACTED] savings) 	
<p>Hosting period:3/27/2019- 3/26/2024 (can be extended at no additional cost; perpetual access)</p>	
<p style="text-align: right;">TOTAL</p>	<p style="text-align: center;">[REDACTED]</p>

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

This Order Form is subject to Cengage Learning’s terms and conditions of contract for sale in Exhibit A attached, the Purchase Agreement dated August 2005 ("Agreement"), and subsequent amendments to the Agreement. In the event there is a conflict between the terms and conditions hereof and the terms and conditions of the Agreement, the terms and conditions of this Order Form shall control. Customer, by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions hereof.

Authorized Signature _____ Date 3/19/2019

[REDACTED] Associate Executive Director,
California Digital Library

EXHIBIT A: TERMS AND CONDITIONS

General Provisions. By signing this order form, using the relevant Digital Archives Collections (each "Product"), or making any payment for any relevant Product, the Customer agrees to be bound by and comply with these terms and conditions. All rights in and to the Product shall remain the exclusive property of Cengage Learning and its licensors. Neither Customer or any Authorized User may (i) commercially exploit the Product or portions thereof, by any means, including without limitation, sale, exchange, barter, transfer, assignment, distribution, or, public display (ii) transfer, assign or sublicense any the rights or obligations under this agreement, or (iii) take any action which would obscure the copyright, trademark or other proprietary notices contained in the Product.

Delivery. Upon acceptance of this order form, Cengage Learning shall deliver access to the Product via the World Wide Web using Cengage Learning's proprietary online systems. In addition to hosted Products, Cengage Learning will deliver to Customer (unless otherwise agreed between Cengage Learning and the Customer) the Product formatted in a universal serial bus drive ("USB Drive") or on media best suited the content (the "Hard Copies") as set forth on this Order Form. Following delivery of the Hard Copies, as between Cengage Learning and Customer, Customer shall be solely responsible for all maintenance and support, equipment, systems and software for the Hard Copies. Cengage Learning will continue to provide hosting services for the Product as set forth in the Agreement between Cengage Learning and the Customer and this Order Form.

Portico. Cengage Learning cooperates with Portico Digital Preservation and Electronic Archiving program ("Portico") to deliver digitized print and electronic current content for titles for which it may have the right to do so; therefore if available and in accordance with the termination provision of the Agreement, Cengage Learning has deposited a machine-readable commercially viable copy of the Product with Portico in order to enable you to exercise the perpetual rights under this agreement. Your ability to access content through Portico shall be governed under separate agreement between you and Portico. Cengage Learning shall not be responsible for access through Portico or its acts or omissions. Furthermore Cengage Learning does not warrant that all Products will be available by Portico.

Terms of Use. Customer may: make further copies of the Product in perpetuity, as necessary for purposes of preservation, refreshing, or migration, including migration to other formats, solely to permit continued access to and/or archival retention of the Product in the manner permitted hereunder; Customer acknowledges and agrees that, except for the specific rights granted herein, all right, title and interest, including he copyrights to the Product are owned exclusively by Cengage Learning and its licensors. All rights in respect thereof are reserved to Cengage Learning and such licensors. By purchasing the Product hereunder, Customer obtains certain limited rights to the Products pursuant to this Order Form, but Customer does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with such Products. All such copyrights and intellectual property rights remain the property of Cengage Learning and its licensors. Cengage Learning shall be permitted to assign this Order Form to an affiliate, a successor in interest or in connection with a change of control or transfer of assets to which this Order Form relates, without the consent of the Customer. Customer may not assign this Order Form, or any of its rights or obligations hereunder without Cengage Learning's prior written consent. These terms and conditions shall be binding upon and inure to the benefit of each party's successors in interest and permitted assigns.

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Returns. Customer's obligation to pay the fee set forth in exchange for the Product is absolute and non-refundable.

Shipping. The Product shall be delivered in current standard data formats and on media best suited the content.

MARC Records. In this Order Form, the following shall apply for access to and purchase according to the terms and conditions hereof: (i) MARC Records may be added to group catalogs or bibliographic utilities for reference needs and for the purpose of indicating holdings but not in a way that allows another library to download, update or otherwise use the records in their own catalog; nor will the group catalog or bibliographic utility provide the records as a record set to any other library or third party; (ii) As long as the records are not exported into systems or utilities beyond those specified above, there will be no additional charges for access to and use of the MARC data. Plans to add or export the records beyond such configurations will require negotiate with Cengage Learning in advance; (iii) Record transfer from third-party vendors performed by FTP or any other media must be deleted from the Customer's receiving site. Records that have been copied from the transfer file and loaded into the Customer's system must be deleted from the Customer's FTP site and; (iv) If record transfer is performed per magnetic tapes, these tapes must be returned, after loading to Cengage Learning or its assigned third-party vendor. Tapes are to be returned within thirty (30) days of receipt unless otherwise authorized by Cengage Learning.

Definitions. In this Order Form the following definitions shall apply for access to and purchase according to the terms and conditions hereof: "Product" shall mean the Cengage Learning Digital Archives Collection taken as a whole, that are available for purchase in an electronic format as indicated herein; "MARC Records," digitized machine-aided readable catalog records; "Standing Order," the automatic delivery of the newest title and/or volume in a series as they become available; "Authorized User" are employees, staff, students, independent contractors and registered patrons affiliated with the Customer and persons with legal access to the Customer's collections and facilities onsite (walk-ins) and persons remote (remote users) from Customer's physical location whose access is authenticated by a secure server or other systems from Customer's site or campus. Except as expressly provided in this Clause, no person, individual, firm, or entity shall be deemed to be Authorized Users or granted access rights to the Product or the MARC Records hereunder. "Hosting Fees," shall mean a fee which has been paid for continual or perpetual access through Cengage Learning's proprietary on-line systems. Hosting fees are based on the number of Products purchased by an individual library. Hosting fees will be capped in accordance with Cengage Learning's hosting fee policy provided you continue to pay the applicable hosting fee as invoiced annually by Cengage Learning.