

AMENDMENT TO BLACKWELL PUBLISHING SITE LICENSE AGREEMENT

SECTION 1. BACKGROUND.

Parties and Addresses.

Subscriber: Regents of the University of California, with its principal offices located at the California Digital Library, 415 20th Street, 4th Floor, Oakland, California 94612, USA (the "Subscriber"), notices of which shall be sent to such address or to an address as the Subscriber may hereafter indicate in writing.

Licensor: Blackwell Publishing Ltd of 9600 Garsington Road, Oxford, OX4 2DQ, notices for which shall be sent to the Regional Office at 350 Main Street, Malden, MA 02148, USA or to an address as the Regional Office may hereafter indicate in writing.

Prior Agreement/Amendment.

The parties hereto have previously entered into an agreement dated 8th of February 2005 (the "Prior Agreement") and wish to amend such Prior Agreement now. Other than with respect to the matters noted in this amendment (the "Amendment"), all of the existing terms and conditions of the Prior Agreement are hereby ratified.

Execution.

This Amendment is accepted and agreed among the parties and executed as of this June 27, 2007.

AS WITNESS the hands of the parties the day and year below first written:

For the Licensor	For the Subscriber
Name (in block capitals) [REDACTED]	Name (in block capitals) [REDACTED]
Title VP OF JOURNAL SALES	Title DIRECTOR, BUSINESS SERVICES
Date 7/23/07	Date 6/27/07
[REDACTED]	Signature [REDACTED]

aw

ADDITIONAL PRODUCTS OR SERVICES/LICENSE.

With respect to the additional products or services to be licensed to the Subscriber under this Amendment (the "Additional Products"), the definition and the Prior Agreement of Licensed Products is amended to include the Additional Products, and a license granted in the Prior Agreement is hereby extended to include the Additional Products.

ADDITIONAL PRODUCTS

Additional Products are defined as backfiles of journals originally published up to December 1996 and digitized by Licensor and made available for licensing under Licensor's backfile digitization program as listed in Appendix A attached (hereinafter 'Backfiles'). Backfiles will be published in a series of releases beginning April 2006 and ending December 2008.

Subject to the terms and conditions of this Amendment to the Site License Agreement between the parties hereto, Licensor grants Subscriber perpetual access rights to Backfiles. Licensor warrants that it has the right to grant such perpetual access rights under the terms of its agreements with rightsholders to journals now digitized as Backfiles.

ACCESS OR DELIVERY.

The Additional Products will be accessed or delivered as were the Licensed Products under the Prior Agreement.

FEES AND PAYMENT TERMS.

Fees

Fees for Backfiles are as follows:

License Fee:

Backfiles as listed in Appendix A to a total of 506,250 pages

Payment 1: [REDACTED]
Payment 2: [REDACTED]

The payments listed above will be deducted from the CDL quote for the estimated total of 6.5 million pages of pages files if and when CDL decides to buy the entire collection of back files for all campuses.

Maintenance Fee:

An additional annual maintenance fee in the amount [REDACTED] payable on first delivery of Backfiles to Licensor and annually thereafter on 1 January of each subsequent year. The fee is subject to change without notice and is hereby waived until 1 January 2009. For customers that continue to subscribe to the Blackwell titles the fee will continue to be waived.

aw

Payment Terms

The Subscriber shall pay to the Licensor the Additional Fees within thirty (30) days of invoicing .

AS WITNESS the hands of the parties the day and year below first written:

For the Licensor	For the Subscriber
Name (in block capitals) [REDACTED]	Name (in block capitals) [REDACTED]
Title VP OF JOURNAL SALES	Title DIRECTOR, BUSINESS SERVICES
Date 7/23/07	Date 6/27/07
Signature [REDACTED]	Signature [REDACTED]

aw

Appendix A

Backfiles in the extent of 506,250 pages, as follows:

TITLES	BACKFILES	Acronym	Price	Pages
Journal of the American Ceramics Society		JACE	██████████	95,750
Annals of the New York Academy of Sciences		NYAS	██████████	410,500

Values were calculated using the CDL multiplier of ██████ to give access to the entire system.

The value for NYAS reflects ██████████ me discount.

clw