



Fifth License Agreement Amendment to SpringerLink Information System

This Amendment is entered as of the 27th day of July, 2009 by and between:

Regents of the University of California, a non-profit academic institution, with its principal offices at:

California Digital Library
University of California Office of the President
415 20th Street, 4th Floor
Oakland, CA 94612
USA ("Licensee"),

and

Springer Science+Business Media, LLC.
233 Spring Street
New York, New York 10013-1758
USA ("Licensor"),

License ID: **5085.005**

WHEREAS, the California Digital Library (CDL) on behalf of the ten (10) University of California (UC) campuses and Lawrence Livermore Lab Library, entered into an Agreement with Springer Science + Business Media, LLC, dated January 1, 2005 (the "Agreement"), last amended June 24, 2008, pursuant to which Licensor makes available to the California Digital Library (CDL) (Licensee) in electronic form certain scientific, medical and/or technical content, which may be amended from time to time; therefore

This Amendment hereby incorporates the Licensee's former Agreement dated January 1, 2005 made by and between Licensee between Springer Science+Business Media, LLC, 233 Spring Street, New York, New York 10013-1578, USA ("*Licensor*") and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, University of California Office of the President, 415 20th Street, 4th floor, Oakland, CA 94612, USA ("*Licensee*"). Except as herein amended, all existing terms and conditions of the Agreement are hereby ratified. To the extent that any terms and conditions of the Agreement are in conflict with or inconsistent with this Amendment, the terms of this Amendment will prevail.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The Licensed Materials that are the subject of this Amendment shall consist of titles set forth in **Attachment 3** of this Amendment.

ADDITIONAL PRODUCTS OR SERVICES/LICENSE:

With respect to the additional products or services to be licensed under this Amendment as identified on **Attachment 3**, the definition in the prior Agreement of Licensed Materials is amended to include the Additional Products, and the license granted in the prior Agreement is hereby extended to include the Additional Products, with any exceptions or other modifications noted on **Attachment 3 of this document**.

PAYMENT OF FEES AND TERMS:

Any changes in Fees for the Subscriber's access to and use of the Additional Products are set forth in Attachment 1.A.

The Subscriber shall pay to the Licensor the additional Fees within thirty (30) days of invoicing or as otherwise may be set forth on Attachment 1.A.

The term of this Amendment shall be for two (2) subscription years, beginning January 1, 2009 and concluding December 31, 2010.

Springer will provide invoicing in US dollar currency. The CDL-California Digital Library Consortium will remit payment in US dollars. Springer will invoice for the 2009 subscription year by August 31, 2009, and for the 2010 subscription year by August 31, 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

Licensor (Springer Science+Business Media, LLC.):

By: [Text deleted]

Title: President, Sales
[Text deleted]

Signature: _____

Date: 9/2/09

Licensee : California Digital Library

By: [Text deleted] _____

Title: ~~Interim~~ Executive Director _____

Signature: [Text deleted] _____

Date: 0 21 09

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Attachment 1.A Licensing Fees

The Fees identified in the table below are in addition to the Fees identified in the prior agreement.

Additional Licensed Materials	2009	2010
Total Electronic Subscription	[Text deleted]	
Electronic Fees	[Text deleted]	
Total Fees	[Text deleted]	

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Attachment 2 Participating Members

Name of Subscriber: Regents of the University of California

Primary Address: California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612
USA

Primary Contact: [Text deleted]
Title: Director, Collections
Address: 415 20th Street, 4th Floor, Oakland, California, 94612, USA
Email: [Text deleted]
Phone: [Text deleted]
Fax: [Text deleted]

Billing Contact: [Text deleted] Acquisitions Coordinator
Address: Geisel Lib., Univ. of California, 9500 Gilman #0175A,
La Jolla, CA 92093-0175
Email: [Text deleted]
Phone: [Text deleted]
Fax:

Technical Contact: [Text deleted]
Address: California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612
Email: [Text deleted]

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Members Corresponding IP Address Range:

University of California, Berkeley
IP Addresses: [Text deleted]

University of California, Davis
IP Addresses: [Text deleted]

University of California, Irvine
IP Addresses: [Text deleted]

University of California, Los Angeles
IP Addresses: [Text deleted]

University of California, Merced
IP Addresses: [Text deleted]

University of California, Riverside
IP Addresses: [Text deleted]

University of California, San Diego

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IP Addresses: [Text deleted]

University of California, San Francisco
IP Addresses: [Text deleted]

University of California, Santa Barbara
IP Addresses: [Text deleted]

University of California, Santa Cruz
IP Addresses: [Text deleted]

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University of California Office of the President
IP Add[Text deleted]

Lawrence Livermore National Laboratory
IP Addresses: [Text deleted]



Attachment 3.1 List of Additional Licensed Materials - Subscribed

Numbering	Journal Codes	Journal Name	Print SSN	Online ISSN
1	12129	Academic Questions	0895-4852	1936-4709
2	12230	American Journal of Potato Research	1099-209X	1874-9380
3	12228	Brittonia	0007-196X	1938-436x
4	12138	International Journal of the Classical Tradition	1073-0508	1874-6292
5	12041	Journal of Genetics	0022-1333	0973-7731
6	11896	Journal of Police and Criminal Psychology	0882-0783	1936-6469
7	12225	Kew Bulletin	0075-5974	1874-933X
8	11577	KZfSS Kölner Zeitschrift für Soziologie und Sozialpsychologie	0023-2653	1861-891X
9	11575	Management International Review	0938-8249	1861-8901
10	12035	Molecular Neurobiology	0893-7648	1559-1182
11	11615	Politische Vierteljahresschrift	0032-3470	1862-2860
12	12565	Anatomical Science International	1447-6959	1447-073X
13	12564	Asia Pacific Education Review	1598-1037	1876-407X
14	12605	Atmospheric and Oceanic Optics	0235-6880	2070-0393
15	12630	Canadian Journal of Anesthesia / Journal canadien d'anesthésie	0832-610X	1496-8975
16	12397	Contemporary Jewry	0147-1694	Pending
17	12525	Electronic Markets	1019-6781	1422-8890
18	12562	Fisheries Science	0919-9268	1444-2906
19	12648	Indian Journal of Physics	0019-5480	Pending
20	12529	International Journal of Behavioral Medicine	1070-5503	1532-7558
21	12596	Journal of Optics	0972-8821	Pending
22	12546	Journal of Population Research	1443-2447	1835-9469
23	12594	Journal of the Geological Society of India	0016-7622	Pending
24	12526	Marine Biodiversity	Pending	Pending
25	10059	Molecules and Cells	1016-8478	0219-1032
26	12601	Ocean Science Journal	1738-5261	
27	12549	Palaeobiodiversity and Palaeoenvironments	Pending	Pending
28	12595	Proceedings of the Zoological Society	0373-5893	Pending
29	12646	Psychological Studies	0033-2968	Pending
30	12522	Reproductive Medicine and Biology	1445-5781	1447-0578
31	11164	Research on Chemical Intermediates	0922-6168	1568-5675
32	12576	The Journal of Physiological Sciences	1880-6546	1880-6562
33	12603	The Journal of Nutrition Health and Aging	1279-7707	Pending

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