Amendment to

SPRINGER EBOOK AGREEMENT

Springer Science+Business Media, LLC, 233 Spring Street, New York, New York 10013-1578 USA ("Springer") and the institution named below ("Licensee") have entered into License ID No. 5699 (the "Agreement") for access to the Springer eBook Collection and the delivery of ebooks. By this amendment, the parties agree to amend the Agreement as follows:

1. The defined terms of the Agreement are made a part of this amendment.

2. Except as expressly modified by this amendment, the Agreement shall remain in full force and effect.

3. Effective promptly after countersignature of this amendment, as an additional feature of access to the eBook Collection by Licensee, Licensee will have access to the Springer MyCopy books, which are print-on-demand versions of the ebooks in the eBook Collection.

4. In general, MyCopy books shall be identical to the applicable print-edition and electronically accessed Springer Content versions except that, (a) they shall be bound in soft covers that may be printed in color or black and white, and (b) all content shall be printed in black and white. MyCopy books will have unique ISBN numbers and will not be cataloged in bookstore catalogs or in OPAC.

5. During the Term, MyCopy books may be ordered via print on demand only by Authorized Users directly from SpringerLink. Each individual Authorized User may order one (1) print-on-demand copy of any eBook from your Collection, with no restrictions as to the number of individual MyCopy book titles that may be so ordered by an Authorized User. Springer may require Authorized Users to click accept as to any reasonable terms and conditions as to the delivery and use of MyCopy books. In no event shall the terms of any click acceptance nullify or modify the terms of the Agreement. Springer agrees to maintain the confidentiality of Authorized Users ordering MyCopy books. Personal data will be used solely for purposes directly related to ordering MyCopy books, and will not be provided to third parties, or for further marketing or promotional uses.

6. Access to the options for ordering MyCopy books on SpringerLink shall be provided at the same terminals and facilities as for electronic access to Springer Content as set forth in Section 1 of the Agreement. In each instance, the applicable price shall be given to the Authorized User prior to his or her agreement to completion of the transaction. Springer, a member of the Springer Group or one or more designees shall process payment and deliver the printed MyCopy books to the address in the United States and Canada specified by the Authorized User at the time of ordering.

7. For each MyCopy book transaction, the price paid by Authorized Users for the printing, shipping and handling shall be [Text deleted] At any time during the term of your eBook License Agreement, Springer shall provide the California Digital Libraries contact (Ivy Anderson, ivy.anderson@ucop.edu) with two months notice of any price adjustments."
In witness of the foregoing, the parties have executed this amendment to the Agreement by their respective, duly authorized representatives as of the date first written below.

Licensee: Regents of the University of California

Name: [Text deleted]
Title: Executive Director, California Digital Library
Date: 7/24/09

Springer: Springer Science+Business Media, LLC

Approval Signature: [Text deleted]
Name: [Text deleted] President, Library Sales
Date: 

Executive Signature: 
Name: 
Date: 