

AMENDMENT TO PURCHASE AGREEMENT

This Amendment ("Amendment") to the Purchase Agreement dated August 2005 ("Agreement") is by and between The Gale Group, a Thomson Corporation ("Gale") and The Regents of the University of California, (hereinafter referred to as the "Customer").

WHEREAS, the parties hereto previously entered into that certain Agreement, dated as of August 2005 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend certain terms of the Agreement;




NOW, THEREFORE, in 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. **Elements of the Agreement.** The Agreement, as amended hereby, shall consist of the following:
  - a. The Agreement originally memorialized in August 2005 (the "original Agreement");
  - b. This Amendment; and
  - c. "Exhibit A," as appended to this Amendment
2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:




Referencing Exhibit A of the Agreement entitled, "Digital Collection, Fees And Payment," shall be modified per the attached schedule.
3. **Effective Date.** The modifications set forth in Section 2 shall be effective on the date of signature by the Customer on this Amendment.
4. **Legal Effect.** Except as set forth 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 above written.

The Gale Group

By:   
Name:   
Title:   
Date: 10/31/05

The Regents of the University of California

By:   
Name:   
Title:   
Date: 10/10/05

**EXHIBIT A**  
**DIGITAL COLLECTION, FEES AND PAYMENT**

A. Digital Archive Collections. Gale shall provide the following Digital Archive Collection(s) to Customer:

▪ **Eighteenth Century Collections Online, Modules 1 - 7**

**Module 1: History and Geography**  
**Module 2: Social Sciences and Fine Arts**  
**Module 3: Medicine, Science and Technology**  
**Module 4: Literature and Language**  
**Module 5: Religion and Philosophy**  
**Module 6: Law**  
**Module 7: General Reference**

B. Designated Location. Pursuant to Section 3.3 and 4.1, Thomson Gale shall deliver, upon request of Customer, to location set forth below, the Collection(s) in current standard data formats and on media best suited the content. Delivery shall be F.O.B Shipping Point.

**Designated Location**

**California Digital Library**  
**415 20<sup>th</sup> Street, 4<sup>th</sup> Floor**  
**Oakland, CA 94612-2901**  
**Attn: [REDACTED]**

C. Fees. In consideration for the Digital Archive Collection(s) to be provided, the Customer shall pay Thomson Gale according to the following schedule:

List Price: Eighteenth Century Collections Online, Modules 1 - 7	[REDACTED]
[REDACTED]	[REDACTED]
TOTAL:	[REDACTED]

D. Payment Schedule. Full payment for the Collection shall be invoiced and payable per the payment schedule below. The fee is due within thirty- (30) days after invoice date. Gale's obligation to deliver the Collection set forth above is absolute. The right of the non-paying campuses to access the Collection is contingent upon payment of the annual access fee and in no way constitutes an acquisition or perpetual rights. Under the terms of this Agreement, Customer may obtain perpetual license rights to the Collection for the remaining non-paying campus locations at any time during the licensed period. The cost for the non-paying campuses to purchase the Collection shall be list price (as defined above) [REDACTED]

Bill to contact: [REDACTED]

Bill to address: [REDACTED]

Acquisitions Dept., Library  
University of Calif., San Diego  
9500 Gilman Drive, 0175A  
La Jolla, CA 92093-0175



Invoice Schedule	Fees Due	Payment	Balance
Year 1	[REDACTED]	[REDACTED]	[REDACTED]
Year 2	[REDACTED]	[REDACTED]	[REDACTED]
Year 3	[REDACTED]	[REDACTED]	[REDACTED]
Total fees paid		[REDACTED]	

E. Payments shall be mailed to:

**Thomson Gale**

[REDACTED]

**Chicago, IL 60694-5501**

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

G. Taxes. Customer is exempt from the payment of all sales, use, or excise taxes. In the event that CDL is charged applicable sales, use, excise, or similar taxes, Gale will reimburse Customer the full cost of the taxes within 60 days of payment due date.