

AMENDMENT TO LICENSE AGREEMENT ADDENDUM E

The following Products are hereby incorporated under the terms and conditions specified in *THE GALE GROUP SUBSCRIPTION AND LICENSE AGREEMENT* dated January 2006 between The Gale Group and the University of California San Diego. This Addendum E Agreement begins on October 31, 2007 and ends on October 30, 2008.

Product Name(s)	Quantity	Price
Gale Virtual Reference Titles – Encyclopedia of Major Marketing Campaigns, Volume 2	1 year access subscription	[Text Deleted]

Additional Terms and Conditions:

- Payment Terms.** Net 30 days after invoice date
- Hosting Fees.** Hosting fees for Gale Virtual Reference Library Titles shall be invoiced and payable per the schedule listed below.

<u>Number of Titles</u>	<u>Annual Hosting Fee</u>
1 - 10	[Text Deleted]
11 - 20	
21 - 30	
31 - 40	
41 - 50	
51 or more	

No further hosting fees are due until the 2008 renewal term. Customer's current hosting fees are based on the current number of titles owned as referenced above. Pursuant to section 2.2, assuming continuation of this Agreement, in the event of a change in number of titles purchased, Gale reserves the right to review pricing annually with adjustments as applicable.

- Effective Date.** The modifications set forth in Section 2 shall be effective on the date of signature by the Customer on this Amendment.
- 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. This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined in section 1) controls.

Accepted

[Text Deleted]

Name: [Text Deleted]

Title: Vice-President, Sales

Date: 12/20/07

University of California San Diego

[Text Deleted]

Name: [Text Deleted]

Title: Head of Acquisitions

Date: 11/13/07

This License Agreement ("Agreement") sets forth the conditions by which The Gale Group Inc. ("Gale") will make available electronic copies of ebooks ("Product") to the University of California San Diego ("Customer"), which Product includes Gale-owned licensed content as referenced in Appendix A and made available to Customer.

1.0 SCOPE OF LICENSE

- 1.1 Subject to the Customer's compliance with the terms and conditions of this Agreement, Gale hereby grants the Customer, a nontransferable, non-exclusive, limited right to access Licensed Content, and to download, display, view and print limited and/or make limited paper or electronic copies of citations, abstracts, individual full text or portions thereof, only for personal, educational, scholarly or internal non-commercial use at the authorized site or remotely by logging on to a secure network. Customer shall limit such use to the customary services provided to patrons and will not redistribute the Licensed Content or provide access to the Licensed Content to other libraries or third parties either directly or indirectly, unless authorized in advance and in writing by Gale. Downloading all or parts of the Licensed Content in a systematic or regular manner so as to create a collection of materials comprising all or part of the Licensed Content and or transmitting (including, but not limited to, by way of e-mail, facsimile or other electronic means), is strictly prohibited whether or not such material is in electronic or print form.
- 1.2 The Customer shall not: (i) except as permitted in 1.1, reproduce, copy, modify, distribute, display, transfer, sublicense, prepare derivative work(s) based on, sell, exchange, barter or transfer, rent, lease, loan, resell, or in any other manner exploit the Product or Licensed Content; (ii) remove, obscure or alter any notice of Gale's intellectual property rights present on or in the Product or Licensed Content therein, including, but not limited to, copyright, trademark and/or patent notices; or (iii) disassemble, decompile, translate, reverse engineer or otherwise reduce the Product or Licensed Content therein.
- 1.3 The Customer understands that it is purchasing a copy of the Product for use in accordance with the provisions of this Agreement. Gale also separately offers access subscriptions that provide hosting and technical services. Access subscription services enhance your use of the Product and are subject to Gale's standard subscription terms. Please contact Gale with any questions regarding such separate access subscriptions.

2.0 TERMINATION

- 2.1 Gale may at any time (without prejudice to its other rights or remedies) immediately terminate this Agreement and/or suspend access to some or all of the Licensed Content, in the event that the Customer does not comply with any of the terms and conditions of this Agreement. In the event of such termination by Gale, the Customer shall certify the destruction of all copies of the Product as well as any downloaded copies of the Licensed Materials.

3.0 PROPRIETARY RIGHTS

- 3.1 The Customer acknowledges that Gale owns all right, title and interest, including, but not limited to all copyright rights therein, in and to the Licensed Content, and that the Customer shall not take any action inconsistent with such ownership. The Licensed Content is protected by U.S., Canadian and other applicable copyright laws and by international treaties, including the Berne Convention and the Universal Copyright Convention. Customer is purchasing a copy of the Product for use in accordance with the provisions of this Agreement, which includes a license to the Licensed Content contained therein. Nothing contained in this Agreement shall be construed as granting the Customer any ownership rights in or to the Licensed Content.

4.0 PROTECTION AND SECURITY

- 4.1 The Customer shall use its best efforts and take all reasonable steps to safeguard its copy of the Licensed Content to ensure that no unauthorized reproduction, publication, disclosure, modification or distribution of the Licensed Content, in whole or in part, is made. To the extent that the Customer becomes aware of any such unauthorized use of the Licensed Content, the Customer shall immediately notify Gale. Notification of such violations may be made by sending an Email to it.infringements@cengage.com

5.0 MISUSE OF THE LICENSED PRODUCT

- 5.1 In the event the Customer uses the Product or Licensed Content in violation of this Agreement, Gale shall be entitled to recover all costs and expenses for damages resulting from breach of this Agreement, including without limitation, reasonable attorney fees and court costs incurred.

6.0 FEDERAL GOVERNMENT CLIENTS

- 6.1 Except as expressly authorized by Gale, Federal Government clients obtain only the rights specified in this Agreement and no other rights. The Government acknowledges that (i) all software and related documentation incorporated in the Product and Licensed Content is existing commercial computer software within the meaning of FAR 27.405(b)(2); and (2) all other data delivered in whatever form, is limited rights data within the meaning of FAR 27.401. The restrictions in this section are acceptable as consistent with the Government's need for software and other data under this Agreement.
- 6.2 The text files are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277.7013 for DoD contracts, paragraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights clause in the FAR (48 CFR 52.227-19) for civilian agencies, or in other comparable agency clauses.

7.0 DISCLAIMER OF WARRANTIES AND LIABILITIES

- 7.1 Although Gale believes the Product and Licensed Content therein to be reliable, Gale does not guarantee or warrant (i) any information or materials contained in or produced by the Product or Licensed Content, (ii) the accuracy, completeness or reliability of the Product and Licensed Content, or (iii) that the Product and Licensed Content is free from errors or other material defects. THE PRODUCT AND LICENSED PRODUCT IS PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND AND GALE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE. IN NO EVENT SHALL GALE BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE. IN NO EVENT SHALL GALE'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER HEREUNDER FOR THE LICENSE OF THE PRODUCT OR LICENSED CONTENT.

8.0 GENERAL

- 8.1 Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and supercedes all prior Agreements and understandings oral or written relating to the subject matter hereof.
- 8.2 Enhancements/Modifications of Licensed Content. From time to time, and in Gale's sole discretion, Gale may advise the Customer of updates, upgrades, enhancements and/or improvements to the Product or Licensed

Content, and may permit the Customer to access and use, subject to the terms and conditions of this Agreement, such modifications, upon payment of prices as may be established by Gale.

- 8.3 No Export. The Customer shall not transfer or export, directly or indirectly, the Product or Licensed Content in a manner that violates law.
- 8.4 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto.
- 8.5 Waiver. The waiver of any right or failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.
- 8.6 Conflict Clause. Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Agreement controls.

The parties through their authorized agents have executed this contract on the dates set out below.

University of California San Diego

By:

[Text Deleted]

Name:

[Text Deleted]

Title:

Head of Acquisitions

Date:

11/13/07