

**AMENDMENT 8 TO SAGE ACCESS LICENSE AGREEMENT**

**BETWEEN**

**UNIVERSITY OF CALIFORNIA SAN DIEGO  
AND  
SAGE PUBLICATIONS, INC.**

**THIS AMENDMENT** is effective as of January 1, 2021, by and between University of California - San Diego, an academic institution with its principal offices located at 9500 Gilman Dr, La Jolla, CA 92093 (“**Customer**”) and SAGE Publications, Inc., a Delaware corporation, with principal offices at 2455 Teller Road, Thousand Oaks, CA 91320 (“**SAGE**”).

**Customer** and SAGE entered into a certain **SAGE Access License Agreement** dated December 1, 2014 (the “**Agreement**”), and now desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment. For good and valuable consideration, the parties agree as follows:

1. Any capitalized terms used in this Amendment shall have the same meaning given them in the Agreement unless otherwise defined or amended herein. Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control. This Amendment shall be effective as of the date first above written. Upon execution of this Amendment by the parties, any subsequent reference to the Agreement between the parties shall mean the Agreement as amended by this Amendment.
2. Exhibit 8 shall be added to the Agreement. Exhibit 8 is attached hereto and incorporated by reference.
3. Schedule 2 to Exhibit 8 shall be added to the Agreement to address pricing. Schedule 2 is attached hereto and incorporated by reference.
4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A printed version of the electronic form or counterpart of this Amendment will be admissible in judicial proceedings based upon or relating to this Amendment to the same extent and subject to the same conditions as other documents originally generated and maintained in printed form.

**IN WITNESS WHEREOF**, each party has executed this Amendment by its duly authorized officer on the date indicated below.

**SAGE PUBLICATIONS, INC.**

**UNIVERSITY OF CALIFORNIA  
SAN DIEGO**

By: [Text deleted]  
Authorized Signature

By: [Text deleted]  
Authorized Signature

Print Name: [Text deleted]

Print Name: [Text deleted]

Print Title: Vice President & General Counsel

Print Title: AUL, Collection Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 8**  
**APPLICABLE TO THE FOLLOWING PRODUCTS:**

**SAGE KNOWLEDGE PRODUCT**

**PURCHASE TERMS AND CONDITIONS**

**A. GRANT OF LICENSE**

SAGE hereby grants to Customer on its own behalf, a non-exclusive perpetual right to use the Product in a manner consistent with the Agreement and this Exhibit. Such use shall be in accordance with the provisions of the Agreement and this Exhibit and any Schedules or other documentation issued in relation thereto, which provisions shall survive any termination of the Agreement.

Customer has perpetual access to content as stated in section E: FEES.

**B. ACCESS AND USE**

Access to the content shall be provided as described in section D: PRODUCTS provided that the Customer pays all Product and Hosting Fees due under the Agreement and this Exhibit. Each Customer listed in section C: CUSTOMERS shall pay SAGE the Annual Hosting Fee as stated in section E. FEES and in accordance with the terms of the Agreement and this Exhibit.

The License granted herein shall be extended to the Authorized Users of Customer. The Product(s) may be networked to the agreed registered IP address(es) as listed in *Schedule 1*, attached hereto and incorporated herein by this reference, throughout the geographic areas of Customer as applicable, and may also be made available remotely to Authorized Users through secure access procedures established by Customer.

For as long as SAGE provides a service of hosting the Product(s), and subject to payment by Customer of all Fees due under the Agreement and this Exhibit, the Customer and Authorized Users shall have unlimited access to the Product(s), 24 hours/day, seven days/week subject to the terms of the Agreement and this Exhibit. Notwithstanding the foregoing, SAGE reserves the right to interrupt the Hosting Service without prior notice to resolve any technical issues that may arise at any time as determined in SAGE's sole and absolute discretion.

Notwithstanding anything herein to the contrary, SAGE shall have the right at any time as determined in its sole discretion for any reason on a case by case basis to cease providing the Hosting Service. In the event SAGE elects to cease providing the Hosting Service, Customer shall have the right to self-host the Product(s) or engage a third party at no cost to SAGE to host the Product(s). Upon written request by Customer at anytime, SAGE shall supply Customer with a digital copy of the Product(s)' content in a form and format designated by SAGE. There is a small subset of Data Planet content (.34% of the overall content library) within the Basic purchase model that we cannot provide perpetual access rights to, this content includes: Chicago Board Options Exchange, China Data Institute (National Dataset), Dave Leip's Atlas of US Presidential Elections, Institute for Supply Management, Intercontinental Exchange Benchmark Administration, and Quandl. Users have access to this content via the Data Planet platform for as long as it exists; however, we can not provide access to this content outside of the Data Planet platform (i.e. thumb drive). Customer acknowledges and agrees that in the event of such self-hosting or third-party hosting, Customer's perpetual use of the Product(s) shall continue to be governed by the terms of the Agreement.

Notwithstanding the foregoing, the Parties may terminate the Hosting Service as follows:

1. Either party may terminate upon thirty (30) days' written notice prior to the end of any Hosting Term; and
2. SAGE may terminate if payment for a Hosting Term is not received within thirty (30) days of the date of invoice and as set forth above, SAGE may terminate the Hosting Service at anytime as determined in its sole discretion for any reason on a case by case basis.

Notwithstanding anything herein to the contrary, upon expiration or termination of this Exhibit, Customer's right to access and use the Product(s) on the SAGE platform as set forth herein shall immediately cease. Notwithstanding the foregoing, Customer will have the continued right to use the Product(s) (e.g., on its own platform or on the platform of a third party) on a perpetual basis subject to the terms of the Agreement.

SAGE may cancel this Agreement if Customer violates any of the terms and conditions set forth herein.

**C. CUSTOMERS**

The Customer(s) (including their respective IP addresses) are listed in *Schedule 1*, attached hereto and incorporated herein by this reference.

**D. PRODUCTS**

The Products governed by this Exhibit are as set forth at:

SAGE Knowledge: sk.sagepub.com  
 CQ Press: library.cqpress.com

of which the content therein may be modified (i.e. corrections) from time to time by SAGE in its sole discretion.

**E. FEES**

Product	Content Purchased	Fee	Annual Hosting Fee*	
			Fee [Text deleted]	To Begin
Washington Information Directory 2021-2022	**	[Text deleted]		2022
America Votes 34	**	[Text deleted]		2022
CQ Almanac 2020	**	[Text deleted]		2022
Supreme Court Yearbook 2020-2021	**	[Text deleted]		2022
Historic Documents of 2019	**	[Text deleted]		2022
Political Handbook of the World 2020-2021	**	[Text deleted]		2022
CQ Almanac 2019	**	[Text deleted]		2022
Washington Information Directory 2020-2021	**	[Text deleted]		2022

Supreme Court Yearbook 2019-2020	**	[Text deleted]	[Text deleted]	2022
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\*Per customer cap of US [Text deleted] for SK/CQ products.

\*At the time of this purchase, Customer has already reached the annual cap amount for SK/CQ purchases and although any products represented on this Exhibit contribute towards the total hosting fee amount, the cap will not be exceeded.

Additional pricing terms, if any, are as set forth in *Schedule 2*, attached hereto and incorporated herein by this reference.

Payment in full is due within thirty (30) days of invoice date.

SCHEDULE 1 TO THE EXHIBITS

CUSTOMER

UNIVERSITY OF CALIFORNIA SAN DIEGO

NAME(S) AND IP ADDRESSES (IF PROVIDED)

**PLEASE NOTE, IP ADDRESSES IF PROVIDED ARE FOR INFORMATION ONLY AND MAY BE SUBJECT TO CHANGE DURING THE TERM OF THE AGREEMENT.**

*IP ADDRESSES ON FILE*

**CUSTOMER AND INSTITUTIONS (IF APPLICABLE) MAY CHECK IP ADDRESSES CURRENTLY IN USE THROUGH THEIR ONLINE ADMINISTRATOR PORTAL, OR BY CONTACTING**

[Text deleted]

**ANY CHANGES OR CORRECTIONS TO IP ADDRESSES MUST BE REQUESTED BY CONTACTING**

[Text deleted]

**SCHEDULE 2 TO THE EXHIBITS**

**PRICING & BILLING CONTACT**

<b>Product</b>	<b>Content Purchased</b>	<b>Fee</b>
Washington Information Directory 2021-2022	**	[Text deleted]
America Votes 34	**	[Text deleted]
CQ Almanac 2020	**	[Text deleted]
Supreme Court Yearbook 2020-2021	**	[Text deleted]
Historic Documents of 2019	**	[Text deleted]
Political Handbook of the World 2020-2021	**	[Text deleted]
CQ Almanac 2019	**	[Text deleted]
Washington Information Directory 2020-2021	**	[Text deleted]
Supreme Court Yearbook 2019-2020	**	[Text deleted]

**BILLING CONTACT:**

[Text deleted]

CARS Electronic Resources, UC San Diego Library

University of California San Diego

9500 Gilman Dr 0175A

La Jolla, CA 92093-0175

[Text deleted]

[Text deleted]