AMENDMENT 9 TO SAGE ACCESS LICENSE AGREEMENT

BETWEEN

UNIVERSITY OF CALIFORNIA SAN DIEGO
AND
SAGE PUBLICATIONS, INC.

THIS AMENDMENT is effective as of ___1/1/2022___, 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 9 shall be added to the Agreement to include certain titles published by SAGE. A listing of said titles is attached hereto and incorporated herein by reference.

3. Schedule 2 to the Agreement shall be modified to include the following Fees for the titles described below:

   [Text deleted]

   All fees are due and payable by **Customer** thirty (30) days after the date of invoice. All fees are in US Dollars.

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. If a party sends a signed copy of this Amendment via electronic means, such party, will upon request by the other party, provide an original handwritten signed copy of this Amendment. 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]___	By: [Text deleted]
Authorized Signature	Authorized Signature

Print Name: [Text deleted]   Print Name: [Text deleted]

Print Title: Global Vice President, Legal & General Counsel

Print Title: AUL Scholarly Resources and Services

Date: _____   Date: 12/13/2021

EXHIBIT 9
APPLICABLE TO THE FOLLOWING PRODUCTS:

SAGE KNOWLEDGE PRODUCT
EVIDENCE BASED ACQUISITION

TERMS AND CONDITIONS FOR ASSESSMENT TERM

A. GRANT OF LICENSE

SAGE hereby grants to Customer on its own behalf a non-exclusive 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 access to content as stated in section G: FEES.

B. ACCESS AND USE

Access to the content shall be provided as described in section F: PRODUCTS provided that the Customer pays all Product Fees due under the Agreement and this Exhibit.

This Exhibit shall commence upon invoicing of the Purchase Fee (as defined in Schedule 2) and shall remain in effect for the term stated in Section G: FEES ("Assessment Term"). Notwithstanding the foregoing, the Assessment Term will be followed by a Purchase Term provided that, within ninety (90) days of the expiration date of the Assessment Term, the Parties have agreed to a written document to this Exhibit, which will itemize the titles selected by Customer.

For the Assessment Term, SAGE grants to Customer use of the Product, and the right to provide the Product to Authorized Users in accordance with the Agreement and this Exhibit's terms and conditions.

For any titles converted to a Purchase, SAGE grants to Customer access to and use of the Product, and the right to provide the Product to Authorized Users in accordance with the Agreement and this Exhibit's terms and conditions.

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, 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.

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

PURCHASE TERMS AND CONDITIONS

C. 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 G: FEES.

D. ACCESS AND USE

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

E. CUSTOMERS

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

F. PRODUCTS

The Products governed by this Exhibit are set forth in:

SAGE Knowledge: sk.sagepub.com

of which the content therein may be modified from time to time by SAGE in its sole discretion.

G. FEES

[Text deleted]

Assessment Term

Product	Start	End
SAGE Knowledge Complete Collection 2022	Jan 1 2022	Dec 31 2022

Purchase Term

Product	Content Purchased
Selected titles from SAGE Knowledge Complete Collection	**

**The product's title list will be provided by Customer after the assessment period is over.

THE CUSTOMER HEREBY AGREES TO PAY THE PURCHASE FEE SUBJECT TO THE TERMS SET FORTH BELOW:

1. Prior to the commencement of the Assessment Term, Customer will pay SAGE the Purchase Fee stated above for a future purchase of the selected titles from the Product for the Purchase Term.

2. The Parties acknowledge and agree that the Assessment Term will be followed by a Purchase by Customer providing a written document which will itemize the SAGE Knowledge titles selected within 90 (ninety) days of Assessment Term ending. The titles selected will abide by the Purchase Terms and Conditions as set forth in this Exhibit.

    a. **Annual Hosting Fees** are charged at [Text deleted] for SK/CQ products.

3. Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that the Purchase Fee is non-refundable.

4. For the avoidance of doubt, Customer acknowledges and agrees that:

a. in the event Customer does not provide a written document of selected SAGE Knowledge titles following the Assessment term, Customer will not be entitled to any refund(s) of the Purchase Fee.

b. in the event the Purchase Fee charged by SAGE for Customer's selected titles does not utilize all of the Purchase Fee, Customer will not be entitled to any refund(s) of the Purchase Fee; and

c. Customer will be responsible for any additional fees should its selection of titles exceed the Purchase Fee paid.

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.

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.

(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]

PRICING & BILLING CONTACT

EBA Purchase Fee: $12,000.00

BILLING CONTACT:
Denusha Amaladas
University of California San Diego
Electronic Resources, CARS
9500 Gilman Dr 0175A
La Jolla, CA 92093
(858) 534-1257
electroniclib@ucsd.edu