

### End User Agreement for LexisNexis® Digital Collection

This End User Agreement for LexisNexis Digital Collection ("Agreement") is entered into by and between LexisNexis, a division of Reed-Elsevier Inc. ("LN"), with offices at [redacted] and the institution listed below ("Subscribing Institution"). This Agreement must be signed by an authorized representative of the Subscribing Institution.

University of California San Diego, [redacted]  
Subscribing Institution Name, City, State or Country

#### DEFINITION OF TERMS

Effective Date: 8/22/2008

Subscribing Institution: The following entities may be a Subscribing Institution: Higher Education Institutions, Public Library Systems, Government Institutions, Corporations, and Non-Profit Organizations.

Service: The LN service(s) which includes Web-based access through LN's proprietary interface to the Materials available in a Historical Archive Collection, as indicated in a Subscription Order. The Service may also include access to the Materials in a Prospective Service if the Subscribing Institution so elected.

Materials: The electronic archive (computer files) of all documents and related bibliographic records accessed through the Service(s) selected on a Subscription Order. The term Materials shall also include Archive Materials.

Historical Archive Collection: The Materials included in the historical collection(s) elected by the Subscribing Institution on the Subscription Order.

Prospective Service: A Prospective Service includes new Materials that are added to Historical Archive Collections as the Materials become available. The Subscribing Institution may elect a Prospective Service on the Subscription Order.

Incremental Earned Periods: An Incremental Earned Period is a portion of a Prospective Service which will be added to a Historical Archive Collection in five year periods commencing with Materials from 2004 through 2010. In order to have an Incremental Earned Period added to a Historical Archive Collection, the Subscribing Institution must maintain a continuous subscription to the Prospective Service during the Incremental Earned Period and must pay all associated Subscription & Maintenance Fees and the Digital Archive Fee.

Subscription Period, ISP and RSP (collectively, "Subscription Periods"): A Subscription Period is a period of time in which a Subscription Order is in place and for which the Subscribing Institution has paid the Subscription & Maintenance Fees for access to and use of the Services elected. The initial subscription period ("ISP") is for the length of time specified in the initial Subscription Order. Thereafter, this Agreement automatically renews for successive one year renewal subscription periods ("RSP") until terminated by either party as set forth in this Agreement.

Subscription Order: A written document that is signed by both parties that expressly references this Agreement and that describes the Service(s) elected. The Subscription Order will also define the Subscription Period and the applicable fees and any other applicable terms and conditions. There will be a Subscription Order for the ISP and for each RSP. All Subscription Orders are incorporated into this Agreement by reference.

Subscription & Maintenance Fees: The fees set forth in the Subscription Order for the specified Subscription Period. The Subscribing Institution will have access to and use of the Service during the Subscription Periods, in exchange for payment of the Subscription & Maintenance Fees. The Subscription Fees cover charges for access to the Materials during the Subscription Period. The Maintenance Fees cover all charges associated with access to and use of the Service during the Subscription Period.

- Digital Archive Fee** The fees set forth in the Subscription Order for perpetual access to and use of the Historical Archive Collection (including any Earned Incremental Periods) in the format selected by the Subscribing Institution following termination of all Subscription Periods.
- Authorized Users:** For purposes of this Agreement, Authorized Users are defined to include:
- Higher Education Institutions:** Enrolled students, active instructors, active faculty, administrative staff, and walk-in users.\*
- Public Library Systems:** Staff of the library system, registered patrons of the library, and walk-in users.\*
- \*Walk-in Users:** Individuals who are working on-site at either a Higher Education Institution or Public Library System with the permission of the Subscribing Institution.
- Government Institutions:** Staff and researchers working for the Government Institution.
- Corporations and Non-Profit Organizations:** Staff, researchers, and volunteers working for a corporation or non-profit organization.
- A Subscribing Institution may request other individuals not defined above to be Authorized Users. The Subscribing Institution must obtain LN's prior written approval.
- Remote Access:** Access to the Service by a Subscribing Institution's Authorized Users from a location other than the Subscribing Institution's buildings or campus. Remote Access entails an obligation on the part of the Subscribing Institution to protect the Service from access by unauthorized persons by positively identifying remote users and using a secure authentication process to restricted access to Authorized Users only.

## 1. TERM; TERMINATION

This Agreement shall begin on the Effective Date and will continue until terminated by either party. The Subscribing Institution shall abide by the terms and conditions stated herein for the use of the Service. This Agreement may be terminated: (a) immediately upon written notice if there is a breach which remains uncured more than 30 days after the non-breaching party provides written notice of the specific breach to the breaching party; or (b) for convenience as of the last day of a Subscription Period upon at least 30 days prior written notice to the other party.

## 2. ACCESS TERMS

**2.1 During Subscription Periods:** In exchange for payment of the Subscription & Maintenance Fees, the Subscribing Institution will have access to and use of the Materials in the Service during Subscription Periods. Subscription & Maintenance Fees may increase annually, but not in excess of 5% per year, or 1% above the then current National Labor Consumer Price Index as published by the U.S. Department of Labor, Bureau of Statistics, whichever is less.

**2.2 Perpetual Access:** After termination of all Subscription Periods, the Subscribing Institution may continue to access the Materials in the Historical Archive Collection (including any incremental Earned Periods Materials) (collectively "Archive Materials") on a perpetual basis access by paying the appropriate Digital Archive Fees specified in the Subscription Order in addition to being current on all past Subscription & Maintenance Fees. Alternatively, the Subscribing Institution may continue to access the Archive Materials on a perpetual basis if at any time during a Subscription Period LN is unable or unwilling to maintain the Archive Materials and make them accessible to the Subscribing Institution through the Service. In either case, the Subscribing Institution's access to the Archive Materials will be in the format elected by the Subscribing Institution in accordance with Section 2.2.1 and will not be through LN's Web-based Service.

2.2.1 To obtain the Archive Materials pursuant to Section 2.2, the Subscribing Institution must send a written request to LN for such Archive Materials and include a signed copy of this Agreement. Upon receipt of the Subscribing Institution's written request and a copy of this Agreement, LN will provide the Archive Materials, at no additional cost, in an appropriate machine-readable format by means of an appropriate transfer method, as mutually agreeable to both parties (e.g., shipment of data storage media such as CD-ROMs, DVDs or electronic delivery using FTP). In such a case, the Subscribing Institution shall have the perpetual right to make the Archive Materials available to its Authorized Users in a manner consistent with this Agreement by whatever method it chooses. Subscribing Institution is authorized to make such further copies in perpetuity as it may deem necessary for purposes of archival

preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued access to and/or archival retention of the data and does not violate or extend the use rights contained in this Agreement or its successor.

2.2.2 If the Subscribing Institution has paid the Digital Archive Fee, but elects to terminate its maintenance subscription (i.e., not pay the Maintenance Fees) to the Historical Archive Collection, the Subscribing Institution may reactivate its maintenance subscription to the Historical Archive Collection without again paying the Digital Archive Fee so long as the reactivation occurs within 36 months from the date of termination. If the Subscribing Institution reactivates its maintenance subscription to the Historical Archive Collection more than 36 months after the termination date, the Subscribing Institution must first pay off the amount of any unpaid Subscription & Maintenance Fees due from prior Subscription Periods before it will be granted access to the Historical Archive Collection.

2.3 Digital Collections with a Historical Archive Collection and a Prospective Service will add Incremental Earned Periods every five year period commencing with Materials from 2004 through 2010, as set forth in the Subscription Order. If the Subscribing Institution has maintained a continuous subscription to a Historical Archive Collection and a Prospective Service and has paid all Subscription & Maintenance Fees and the Digital Archive Fees related thereto, then the Subscribing Institution shall be entitled to add the Incremental Earned Period into its Historical Archive Collection at the end of such Incremental Earned Period and will not be required to maintain a full Prospective Service subscription.

2.4 LN shall maintain the Archive Materials and Prospective Materials in the current format of XML and PDF. This format may change if the technology for storage and access changes.

2.5 If the Subscribing Institution has subscribed to the Historical Archive Collection by paying the Digital Archive Fee for the Historical Archive Collection and also maintains a continuous subscription to the Prospective Service, the annual Maintenance Fees for the Historical Archive Collection will be waived.

### 3. GRANT OF USE RIGHTS DURING SUBSCRIPTION PERIODS.

3.1 LN hereby grants to the Subscribing Institution and its Authorized Users a non-exclusive, nontransferable, limited right to access and use the components of the Service for the period of time for which the Subscribing Institution has paid the Subscription & Maintenance Fees.

3.2 The above grant of rights includes for each Authorized User:

- a) The right to use the Service to identify and display Materials to oneself and to other Authorized Users.
- b) The right to print, store, display, reproduce, transmit, and publish (either in printed or machine-readable format), an insubstantial number of documents (or portions thereof) and bibliographic records retrieved from the Service.
- c) The right to incorporate an insubstantial number of documents (or portions thereof) and bibliographic records retrieved from the Service into printed documents or online resources such as articles, books, reports, and instructional materials, and temporary electronic reserves.

3.3 This does not limit the number of simultaneous users of the Service.

3.4 To the extent permitted by applicable copyright law and not further limited or prohibited herein, Authorized Users, may make copies of Materials retrieved from the Services and distribute the Materials and copies. Except as specifically provided in the above license, Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Services.

3.5 To the extent permitted by applicable copyright law and not further limited or prohibited herein, the Subscribing Institutions may make copies (including digital copies) of Materials retrieved from the Service and distribute the Materials and copies as part of a formal inter-library loan (ILL) program, where this program is administered directly by the Subscribing Institution, restricted to official ILL partner libraries, and operated in accordance with generally accepted practices for such programs.

3.6 The rights set forth above relate to the Subscribing Institution and its Authorized User's use of the Service during Subscription Periods. Following the expiration of all Subscription Periods, if the Subscribing Institution has paid the Digital Archive Fee or is otherwise entitled the perpetual right to access the Historical Archive Collection Materials (including any Earned Incremental Periods) pursuant to Section 2, the Subscribing Institution shall have the perpetual right to access the Service Materials as set forth in Section 2.2.1.

### 4. OWNERSHIP OF THE SERVICE

4.1 All right, title, and interest (including all copyrights and other intellectual property rights) in the Services (in both print and machine-readable forms) belong to LN or its third party suppliers of Materials. The Subscribing Institution and its

Authorized Users acquire no proprietary interest in the Services, Materials, or copies thereof except for the limited license rights set forth herein.

4.2 Neither the Subscribing Institution nor its Authorized Users may use the Services or Materials in any fashion that infringes the copyrights or proprietary interests therein. Authorized Users may not remove or obscure any copyright notices or other notices contained in the Materials.

4.3 LN may add or delete Materials to the Service and otherwise change the Service without notice provided such changes do not substantially reduce the value of the service as a research tool.

## 5. RESTRICTIONS

5.1 Neither Subscribing Institution nor its Authorized Users may use the Service or Materials to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

5.2 Notwithstanding the rights listed above, the Subscribing Institutions and its Authorized Users shall not create derivative products for resale, and shall not store, publish, or make available documents or bibliographic records retrieved from the Service in such a way as to compete with or undermine the efforts of LN to sell and sustain subscriptions to the Service. Nor shall the Subscribing Institution or its Authorized Users provide access to the Service, Materials, or any other form of assistance to any person for such purposes.

5.3 Providing Materials to persons who are not Authorized Users at the Subscribing Institution on an on-demand basis is forbidden, unless done as part of a formal inter-library loan program as described in Section 3 or agreed to in writing by LN.

5.4 Neither the Subscribing Institution nor its Authorized Users shall knowingly or negligently permit others to access or use the Services in any manner whatsoever by any means other than the user interface provided by LN or an LN approved third party supplier. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means is STRICTLY PROHIBITED without specific written permission from LN, regardless of which, LN shall retain the right to cancel or forbid such use at its discretion.

## 6. ACCESS AND USER AUTHENTICATION METHODS

LN shall provide access to the Service to the Subscribing Institution. The Subscribing Institution must strictly control access to the Service to Authorized Users by use of one or more of the following methods:

- Internet Protocol ("IP") domain address filtering, whereby the Subscribing Institution provides LN with IP addresses registered to the Subscribing Institution and vouchsafes that these IP addresses are associated only with sites controlled by the Subscribing Institution.
- Proxy Server IP address filtering, whereby the Subscribing Institution provides LN with IP addresses of a proxy server belonging to or operated on behalf of the Subscribing Institution and vouchsafes that proxy server access is granted only to Authorized Users located at the Subscribing Institution or to remote users that have been authenticated as Authorized Users by the Subscribing Institution, using a secure patron authentication system.
- LN Remote Access Script, used by the Subscribing Institution under the terms and conditions of the Remote Access Addendum which must be signed and attached to this Agreement if Subscribing Institution wishes to use this method.
- Such other methods as mutually agreed by the parties in writing.

## 7. WARRANTY

7.1 LN represents and warrants that it has the full right and authority to make the Service and Materials available to the Subscribing Institution and its Authorized Users pursuant to the terms of this Agreement.

7.2 EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN, AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 8. LIMITATION OF LIABILITY

8.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) the content of the Service including any errors in or omissions from the Service or any Materials available or not included therein, (b) the unavailability or interruption of the Service or any features thereof, (c)

the Subscribing Institution's and its Authorized User's use of the Service (regardless of whether they received any assistance from a Covered Party in using the Services), (d) the Subscribing Institution's and its Authorized User's use of any equipment in connection with the Service, or (e) any delay or failure in performance beyond the reasonable control of a Covered Party.

8.2 "Covered Party" means (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

8.3 EXCEPT FOR LN'S OBLIGATIONS PURSUANT TO SECTION 9 BELOW, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. THE SUBSCRIBING INSTITUTION'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES, WHICH IT MAY HAVE AGAINST ANY COVERED PARTY.

8.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

#### 9. DEFENSE OF AN INFRINGEMENT CLAIM

LN shall defend, or at its option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the Service (excluding any decisions or advice made or given as a result of the use of or reliance upon the data) provided by LN asserted against Subscribing Institution by such third party provided: (i) the use of the Service that is the subject of the claim was in accordance with this Agreement; (ii) LN is given prompt notice of any such claim; and (iii) LN is given the right to control and direct the investigation, defense and settlement of each such claim. Subscribing Institution, at the expense of LN, shall reasonably cooperate with LN in connection with the foregoing.

Should the Service or the operation thereof become, or in the opinion of LN is likely to become, the subject of a claim of infringement, Subscribing Institution shall permit LN, at its option and expense, either: (i) to procure for Subscribing Institution the right to continue using the Service; (ii) to replace or modify the same so that it becomes non-infringing; or, (iii) to terminate the Agreement upon notice to Subscribing Institution and grant Subscribing Institution a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

#### 10. MISCELLANEOUS

10.1 Subscribing Institution shall not be liable for breach of any of the terms of this Agreement by any Authorized User provided that Subscribing Institution: i) is not in breach of its obligations under this Agreement; ii) did not intentionally assist in or encourage such breach or permit such breach to continue after receiving notification; and (iii) provided Subscribing Institution reasonably cooperates with LN to prevent misuse.

10.2 This Agreement and any addenda, attachments or exhibits hereto constitute the entire agreement between the parties with respect to the subject matter herein and supersedes any and all prior written or oral agreements and understandings. In the event of a conflict or inconsistencies between this Agreement and the terms set forth in a Subscription Order, the terms set forth in this Agreement will control.

10.3 These terms and conditions may be changed by LN from time to time immediately upon written notice. Notwithstanding the foregoing, LN will use reasonable commercial efforts to provide the Subscribing Institution with advanced notice of any change, if possible, but LN reserves the right to make any change effective immediately if the nature of the change is of a compelling, time-sensitive nature. Additionally, any changes made by LN shall not be arbitrarily directed against the Subscribing Institution or intended to undermine the terms and conditions mutually agreed to by the parties. The Subscribing Institution may immediately terminate this Agreement upon written notice to LN if any change is unacceptable. In such event, Subscribing Institution shall maintain the right to receive the Materials included in the Historical Archive Collection (or components for which it has paid the Digital Archive Fee) pursuant to the terms of this Agreement. Either party shall also have the right to terminate for a material breach. The effective date of termination will be 30 days from the date notice of the specific breach is provided. In the event the Subscribing Institution fails to honor the obligations in Sections 3, 4, 5 or 6, LN reserves the right to immediately suspend the Subscribing Institution's access to and use of the Service without notice.

10.4 If LN (a) terminates or suspends its business, (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute, or (c) becomes insolvent or subject to direct control by a trustee, receiver, or similar

authority, the Subscribing Institution may, in addition to its other rights and remedies under this Agreement, terminate this Agreement on 30 days notice to LN.

10.5 If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any of the other provisions of this Agreement and the parties will endeavor to replace the provision with a valid, lawful or enforceable one that most closely embodies the original intentions of the parties. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

10.6 Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

10.7 Headings are for the convenience of the parties and have no legal effect.

10.8 If any state or local sales, use, or similar taxes are applicable to the Subscription Order, Subscription & Maintenance Fees and/or Digital Archive Fee, such taxes shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax shall not be charged to Subscriber upon receipt of a certificate of exemption.

10.9 Subscribing Institution may not assign this Agreement without the prior written consent of LN, which consent will not be unreasonably withheld. LN may freely transfer or assign this Agreement, without notice, to i) any affiliate of LN, including, without limitation, any parent company, division or subsidiary, or ii) any person or entity who acquires all or substantially all of the business or assets of LN that relate to this Agreement.

10.10 Neither party may bring an action against the other party beyond 2 years after the cause of action has occurred.

10.11 The following clauses shall survive the cancellation, expiration, or other termination of this Agreement: 7, 8, 9 and 10.

AGREED TO AND ACCEPTED BY:

University of California San Diego  
SUBSCRIBING INSTITUTION

LexisNexis, a division of Reed Elsevier Inc.

BY: [Redacted Signature]

BY: [Redacted Signature]

NAME: Tony A. Harvell

NAME: Louis G Waldorf

TITLE: Head of Acquisitions

TITLE: Finance Manager

DATE: 8/25/08

DATE: 8/26/08

**SUBSCRIPTION ORDER – LexisNexis® DIGITAL COLLECTION**  
for

University of California San Diego \_\_\_\_\_ ("Subscribing Institution")

This Subscription Order is to the License Agreement for LexisNexis® Digital Collection between LN and Subscribing Institution dated 8/22/2008.

**1. Subscription Period.**

This Subscription Order will begin 9/1/2008 and continue until 8/31/2009 (the "Initial Period"), and each subsequent one year period thereafter (each "Renewal Period").

**2. Subscription Service for LN Web-based Services.**

Historical Archive Service:  Option 1: U.S. Serial Set Digital Collection – The portion of the Service containing materials from 1789-1969: (including the American State Papers).

Option 2: Congressional Research Digital Collection - The portion of the Service containing Materials from 1830-2003.

Option 3: Congressional Hearings Digital Collection – The portion of the Service containing Materials from 1824 – 1979 (part A) and 1980-2003 (part B).

Option 4: Congressional Record Permanent Digital Collection – The portion of the Service containing Materials from 1873-1997.

Option 5: Congressional Record Permanent Predecessors – The portion of the Service containing Materials from 1789-1873.

Option 6: U. S. Serial Set Maps Digital Collection – The portion of the Service containing Materials from 1789-1969.

Option 7: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1970-1980.

Option 8: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1981-1990.

Option 9: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1991-2003.

Prospective Service:  Option 1: U.S. Serial Set Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 2: Congressional Research Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 3: Congressional Hearings Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 4: Congressional Record Permanent Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 1997 and which is updated on a regular basis to include the most current Materials.

Option 5: U. S. Serial Set Maps Digital Collection – not available

**3. Fees.**

In exchange for access to and use of the above Subscription Service(s) selected, Subscribing Institution will pay LN the following amount(s).

One time License Fee:	\$ <del>_____</del> ANNUAL SUBSCRIPTION FEE (credit of \$ <del>_____</del> will be issued for concurrent CRS MF Subscription)
Maintenance Fee:	\$ <del>_____</del> \$ <del>_____</del>

**4. Incremental Archive Schedule and Earned Archive Requirements for Congressional Research Digital Collection and Congressional Hearings Digital Collection (part B)**

Under the terms set forth in Section 4 of the Agreement, the table below sets forth the schedule for Incremental Archives. The table also sets forth the Earned Incremental Archive requirements for a Subscribing Institution to be eligible to receive each Incremental Archive, which are (a) a continuous, uninterrupted Prospective Service subscription for the period covered by the Incremental Archive; and (b) payment of the digital archive fee for the Historical Archive Service.

**SCHEDULE FOR ADDING INCREMENTAL ARCHIVES**

INCREMENTAL ARCHIVE SCHEDULE		EARNED INCREMENTAL ARCHIVE REQUIREMENTS	
Archive Name	Archive Period	Continuous, Uninterrupted Prospective Service subscription for the Archive Period and all subscription fees paid in full in accordance with the Subscription Order	Payment of Digital Archive Fee for Historical Archive Service
Incremental Archive 2010	Materials for 2004-10	Required; either CY2006-10 or FY2006/07-2010/11	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2015	Materials for 2011-15	Required; either CY2011-15 or FY2011/12-2015/16	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2020	Materials for 2016-20	Required; either CY2016-20 or FY2016/17-2020/21	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Subsequent Incremental Archives (2025, 2030, etc.)	Materials for consecutive five-year increments of coverage (2021-2025, 2026-2030, etc.)	Required; Continuous subscription for the five year corresponding to each Incremental Archive (CY2021-25 or FY2021/22-2025/26, CY2026-30 or FY2026/27-2030/31, etc.)	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)

**NOTES:**

- CY means on a calendar year basis and FY means on a 12 month fiscal year basis as determined by Subscribing Institution's Subscription Period.

**ACKNOWLEDGED AND AGREED BY:**

University of California San Diego  
 ("Subscribing Institution")  
 BY: \_\_\_\_\_  
 NAME: Tony A. Harrell  
 TITLE: Head of Acquisitions

LexisNexis, a division of Reed Elsevier Inc.  
 BY: \_\_\_\_\_  
 NAME: Louis Waldorf  
 TITLE: Finance Manager

DATE: 8/25/08

DATE: 8/26/08

**Amendment for Additional Services of LexisNexis® Digital Collection**

LexisNexis, a division of Reed Elsevier Inc. ("LN") and \_\_\_\_\_ University of California San Diego ("Subscribing Institution") agree to amend the License Agreement for LexisNexis® Digital Collection (the "Agreement") previously executed between LN and Subscribing Institution by adding to the Agreement the terms and conditions set forth below.

**1. Subscription Period.**

This Amendment for Additional Services of LexisNexis Digital Collection ("Amendment") will begin \_\_\_\_\_ 2/1/2009 and continue until \_\_\_\_\_ 1/31/2010 (the "Initial Period"), and each subsequent one year period thereafter (each "Renewal Period").

**2. Subscription Service for LN Web-based Services.**

Pursuant to this Amendment, Subscriber is subscribing to the following additional Subscription Service(s).

Historical Archive Service:  Option 1: U.S. Serial Set Digital Collection – The portion of the Service containing materials from 1789-1969: (including the American State Papers).

Option 2: Congressional Research Digital Collection - The portion of the Service containing Materials from 1830-2003.

Option 3: Congressional Hearings Digital Collection – The portion of the Service containing Materials from 1824 – 1979 (part A) and 1980-2003 (part B).

Option 4: Congressional Record Permanent Digital Collection – The portion of the Service containing Materials from 1873-1997.

Option 5: Congressional Record Permanent Digital Collection Predecessors – The portion of the Service containing Materials from 1789 – 1873.

Option 6: U. S. Serial Set Maps Digital Collection – The portion of the Service containing Materials from 1789-1969.

Option 7: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1970-1980.

Option 8: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1981-1990.

Option 9: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1991-2003.

Prospective Service:

Option 1: U.S. Serial Set Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 2: Congressional Research Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 3: Congressional Hearings Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 4: Congressional Record Permanent Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 1997 and which is updated on a regular basis to include the most current Materials.

**3. Fees.**

In exchange for access to and use of the above Subscription Service(s) selected, Subscribing Institution will pay LN the following amount(s).

Set-Up Fee:	\$ _____
Maintenance Fee:	\$ _____

Notes:

**4. Incremental Archive Schedule and Earned Archive Requirements for Congressional Research Digital Collection and Congressional Hearings Digital Collection (part B)**

Under the terms set forth in Section 4 of the Agreement, the table below sets forth the schedule for Incremental Archives. The table also sets forth the Earned Incremental Archive requirements for a Subscribing Institution to be eligible to receive each Incremental Archive, which are (a) a continuous, uninterrupted Prospective Service subscription for the period covered by the Incremental Archive; and (b) payment of the digital archive fee for the Historical Archive Service.

**SCHEDULE FOR ADDING INCREMENTAL ARCHIVES**

INCREMENTAL ARCHIVE SCHEDULE		EARNED INCREMENTAL ARCHIVE REQUIREMENTS	
Archive Name	Archive Period	Continuous, Uninterrupted Prospective Service subscription for the Archive Period and all subscription fees paid in full in accordance with the Subscription Order	Payment of Digital Archive Fee for Historical Archive Service
Incremental Archive 2010	Materials for 2004-10	Required; either CY2006-10 or FY2006/07-2010/11	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2015	Materials for 2011-15	Required; either CY2011-15 or FY2011/12-2015/16	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2020	Materials for 2016-20	Required; either CY2016-20 or FY2016/17-2020/21	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Subsequent Incremental Archives (2025, 2030, etc.)	Materials for consecutive five-year increments of coverage (2021-2025, 2026-2030, etc.)	Required; Continuous subscription for the five year corresponding to each Incremental Archive (CY2021-25 or FY2021/22-2025/26, CY2026-30 or FY2026/27-2030/31, etc.)	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)

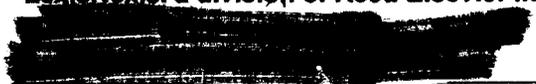
NOTES: CY means on a calendar year basis and FY means on a 12 month fiscal year basis as determined by Subscribing Institution's Subscription Period.

**5. Entire Agreement.**

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

ACKNOWLEDGED AND AGREED BY:

BY: University of California San Diego  
 ("Subscribing Institution")  
 BY:   
 NAME: Jenna A Harvey  
 TITLE:  of Acquisitions  
 DATE: 14 Jan 2009

BY: LexisNexis, a division of Reed Elsevier Inc.  
 BY:   
 NAME: TIMOTHY FUSCO  
 TITLE: VP  
 DATE: 2/10/09