

FIFTH AMENDMENT TO THE AGREEMENT

BETWEEN

UNIVERSITY OF CALIFORNIA-SAN DIEGO

AND

SAGE PUBLICATIONS, INC.

THIS AMENDMENT is effective as of June 29, 2018, by and between **University of California - San Diego**, an institution with its principal offices located at 9500 Gilman Dr, La Jolla, CA, 92093-5004 (“Licensee”) and **SAGE Publications, Inc.**, a Delaware corporation, with principal offices at [Text deleted] (“SAGE”).

Customer and SAGE entered into a certain SAGE Access 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 5 shall be added to the Agreement; Exhibits 5 is attached hereto and incorporated by reference.
3. Schedule 2 to Exhibit 5 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. 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.

{Signature Page Follows}

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
[Text deleted]

By: ^{DocuSigned by:} [Text deleted]
06A335CB067B438
Authorized Signature

By: _____
Authorized Signature

Print Name: [Text deleted]

Print Name: [Text deleted]

Print Title: Vice President & General Counsel

Print Title: Program Director, Content
Acquisitions & Resource
Sharing

Date: 29-Jun-2018

Date: June 29, 2018

**EXHIBIT 5
TO THE AGREEMENT BETWEEN
UNIVERSITY OF CALIFORNIA SAN DIEGO
AND
SAGE PUBLICATIONS, INC.
DATED DECEMBER 1, 2014**

CQ PRESS PRODUCT PURCHASE TERMS & CONDITIONS

SAGE hereby grants to Customer a non-exclusive, perpetual right to use the Products in a manner consistent with the Agreement. Such use shall be in accordance with the provisions of the Agreement, which provisions shall survive any termination of the Agreement or this Exhibit 5.

SAGE shall provide continuing access to Customer and Authorized Users to the Products, either from the SAGE platform or by supplying electronic files to the Customer or via third party, as mutually agreed by SAGE and the Customer. Upon Customer's request, or at such time that the Products are no longer available on the SAGE platform, SAGE will provide Customer with the contents of the products as electronic files. The electronic files shall be in a mutually agreed upon format, and the files will be provided for Customer to hold in Customer's archive and make available to Authorized Users, it being understood that use of such electronic files shall continue to be subject to terms of this Agreement.

Upon Termination of this Agreement for cause online access to the Licensed Materials via the SAGE platform by Customer and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Customer or Authorized Users and the use of Products shall be subject to the terms of this Agreement.

Product Name	Product Code	Product Type	Price
CQ Almanac 2017	30055	Purchase	[\$[Text deleted]]
Historic Documents of 2017	30070	Purchase	[Text deleted]
Supreme Court Yearbook 2017-2018	30064	Purchase	[Text deleted]
Washington Information Directory 2018-2019	30075	Purchase	[Text deleted]

[Text deleted]

**SCHEDULE 2 TO THE AMENDMENT
PRICING**

Total: [Text deleted]

[Text deleted]

[Text deleted]

[Text deleted]