CQ PRESS, A DIVISION OF SAGE Publications, INC.
SUBSCRIPTION AND ACCESS AGREEMENT
AND TERMS & CONDITIONS
FOR SUBSCRIBERS TO THE PRINT AND ELECTRONIC SERVICES OF CQ PRESS

THIS SUBSCRIPTION AND ACCESS AGREEMENT (this “Agreement”) entered into as of May 26, 2009 (the “Effective Date”) by and between SAGE Publications, Inc., a Delaware corporation, through its division CQ Press, located at (“Licenser”); and University of San Diego Library, located at (“Licensee”) intending to be legally bound, for CQ Press to provide to Licensee, subject to this Agreement, access electronic materials described in attached Exhibit(s).

I. Content of Licensed Materials: Grant of License

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licenser] (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licenser and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licenser hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

In the event Licensee elects to exercise outright purchase rights the optional dataset export tools for any of the CQ Collections, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site without the written permission from CQ Press. Licensee acknowledges CQ Press copyright and agrees to cite the CQ Collection when using data.

II. Delivery/Access of Licensed Materials to Licensee

Licenser will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licenser locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee.

III. Fees

BILLING. Licensee shall be billed annually, in advance, at rates set forth on the Purchase Order, if applicable. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 90 days of the invoice date shall be considered delinquent. Licensee agrees to bear all reasonable costs, including attorney’s fees CQP incurs to collect payment due hereunder. Additionally, a Hosting Fee, which is the cost for providing the Hosting Service, shall be charged on an annual basis for the right to access the content; Exhibit 1 outlines the fee.
TAXES. Except for an Agreement to be fulfilled entirely within the District of Columbia, charges hereunder shall exclude any state or local sales taxes or other similar charges directly applicable.

BILLING ENTITY. If this agreement covers CQ Weekly, the billing entity for that product is Congressional Quarterly, Inc., and invoices will be issue by Congressional Quarterly. CQ Press is the sales agent only for this product.

Notice of Terms of “Click-Through” License Terms.
In the event that Licensor requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as “click-through” licenses), Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such “click-through” licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such “click-through” licenses and this Agreement, the terms of this Agreement shall prevail.

[Section IV Deleted]

V. Authorized Use of Licensed Materials

Authorized Users. "Authorized Users" are:

Persons Affiliated with Licensee. Full and part time students, employees (including faculty, staff, affiliated researchers and independent contractors), and authenticated library cardholders of Licensee and the institution of which it is a part, regardless of the physical location of such persons.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.

The Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.

Print Copy. Licensee and Authorized Users may print a reasonable portion of the Licensed Materials.
**Recover Copying Costs.** Licensee may charge a fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

**Archival/Backup Copy.** Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement or as required to exercise Licensee’s rights under Section XIV “Perpetual Electronic Access Rights”, of this Agreement.

Licensor acknowledges that Licensee may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee’s rights under section XII, ‘Perpetual License’, of this Agreement. Licensee agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee may perpetually use the third-party trusted system to access or store the Licensed Materials, so long as Licensee’s use is otherwise consistent with this Agreement. Licensor further acknowledges and agrees that, in using the third-party archival system, Licensed Materials may be made available to other system participants who indicate a right to those Licensed Materials.

**Course Packs.** Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

**Electronic Reserve.** Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee and/or its parent institution.

**Databases.** Authorized Users shall be permitted to extract or use information contained in the database for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

**Electronic Links.** Licensee may provide electronic links to the Licensed Materials from Licensee’s web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.

**Caching.** Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.

**Indices.** Licensee may use the Licensed Materials in connection with the preparation of or access to integrated indices to the Licensed Materials, including author, article, abstract and keyword indices.

**Scholarly Sharing.** Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User’s own scientific, scholarly and educational works.
Inter-Library Loan ("ILL"). The Institutions shall be permitted to use Reasonable Amounts of the Licensed Materials to fulfill occasional requests from other, non-participating institutions, a practice commonly called Inter-Library Loan. Customer agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, “Limitations on exclusive rights: Reproduction by libraries and archives”) and the Guidelines for the Proviso of Subsection 108(2)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works (CONTU).

The electronic form of the Licensed Materials may be used as a source for ILL. Secure electronic transmission such as used by Ariel or Prospero to fulfill ILL requests is permitted. Participating Libraries agree that copyright notices will be sent on all ILL transmissions. Fulfillment of Loansome DocR service requests is permitted. Non-secure electronic transmission of files is not permitted.

VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor.

Referring URL. Authorized Users shall be identified and authenticated by means of referring URL or proxy server.

Developing Protocols. Authorized Users shall be identified and authenticated by such means and protocols as may be developed during the term of this Agreement.

VII. Specific Restrictions on Use of Licensed Materials

Unauthorized Use. Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.
VIII. Licensor Performance Obligations

Availability of Licensed Materials. Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Support. Licensor will offer activation or installation support, including assisting with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax 8:30 a.m. to 5:30 p.m. Eastern Time Monday-Friday for feedback, problem-solving, or general questions.

Quality of Service.

Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give a ninety (90) day notice of any such changes to Licensee. Failure by Licensor to provide such notice shall be grounds for immediate termination of the Agreement by Licensee.

Compliance with Americans with Disabilities Act. Licensor shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA).

IX. Licensee Performance Obligations

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
Protection from Unauthorized Use. Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

X. Mutual Performance Obligations

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

XI. Term

The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections 5-12 of this Agreement will survive any expiration, cancellation or termination of this Agreement.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.
In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XIII. Perpetual License Rights Option

In the event Licensee chooses to exercise this purchase option, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials contained within those journals and/or Online Editions. Perpetual Rights are offered for the e-journals *CQ Researcher Plus Archive Online, CQ Weekly* with perpetual rights option. All Online Editions include perpetual access rights. Additional publications may be offered with perpetual rights during the course of this agreement. Perpetual Rights are granted to the back files that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

Billing: Licensee shall be billed a one-time fee for the available perpetual access option(s). Perpetual Rights License is on a per-campus basis, so schools with multiple campuses will need to pay the one-time fee for the back file on a per-campus basis, unless negotiated in advance for a shared perpetual fee cost. Annual fees apply if Licensee elects to continue to receive annual data updates.

XIV. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney’s fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XV. Limitations on Warranties

Notwithstanding anything else in this Agreement:
Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XVI. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense. This indemnity shall survive the termination of this Agreement.

XVII. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVIII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XIX. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
XXI Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XII. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

XIII. Governing Law

Laws will be governed by the State listed under the Licensee signature on the signature page.

XIX. Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and
copying no later than sixty (60) days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.
SIGNATURE PAGE

ACCEPTED AND AGREED:
CQ Press

LICENSEE

By: ____________________________

By: ____________________________

Name: __________________________

Name: __________________________

Title: PRESIDENT & PUBLISHER

Title: Head, Library Acquisitions, UCSD

State: California

CONTRACT CLEARED

INITIALS: ______________________

DATE: 6/3/09

11
Exhibit 1

Products purchased as part of this agreement:

CQ Press Political Reference Suite:
Backlist (76 titles, published prior to 2009 - Attached)

CQ Press Political Reference Suite:
Frontlist (13 Titles Publishing or Updating in 2009 - Attached)

Hosting Fee (annually) - Backlist Bundle
Hosting Fee (annually) - Frontlist Bundle

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<td>Contemporary Middle East: A</td>
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<td>Guide to Congress</td>
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<td>Guide to Political Campaigns in America</td>
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<td>Guide to the Presidency</td>
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<td>The Supreme Court A to Z</td>
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<td>†Washington Information</td>
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<tr>
<td>*Encyclopedia of U.S. Indian Policy and Law</td>
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<tr>
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Previously purchased perpetual access products covered by this license:

CQ Researcher Archive (1923-1991)
Title
Congress A to Z
Congress and the Nation 1945-2004
Contemporary Middle East: A Documentary History
Elections A to Z
Encyclopedia of Religion and Politics
*Encyclopedia of the First Amendment
*Encyclopedia of U.S. Indian Policy and Law
Guide to Congress
Guide to Political Campaigns in America
Guide to the Presidency
Guide to the U.S. Supreme Court
Guide to U.S. Elections
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*International Military Alliances 1648-2008
*New York Times on Emerging Democracies
*New York Times on the Presidency
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†Supreme Court Yearbook 1989-2009
The Presidency A to Z
The Supreme Court A to Z
The U.S. Constitution A to Z
†Vital Statistics on American Politics 2009-2010
*Vital Statistics on the Presidency
†Washington Information Directory 2009-2010

Release Date
July 2009*
July 2009*

July 2009*
Nov. 2009*
Mar. 2009*
Apr. 2009*
Dec. 2009*
New ed. May 2009
New ed. Nov. 2009
New ed. Sept. 2009
Mar. 2009*
New ed. July 2009
FIRST AMENDMENT TO THE AGREEMENT BETWEEN

UNIVERSITY OF CALIFORNIA-SAN DIEGO

AND

SAGE PUBLICATIONS, INC.

THIS AMENDMENT is effective as of May 11, 2012, by and between the University of California-San Diego, an academic institution with its principal offices located at 9500 Gilman Drive, La Jolla, CA 92039 (Licensee), and SAGE Publications, Inc., a Delaware corporation, on behalf of the imprint CQ Press, with principal offices at 2455 Teller Road, Thousand Oaks, CA 91320 ("SAGE").

The University of California-San Diego and CQ Press, an imprint of SAGE Publications, Inc., entered into a certain Purchase Agreement dated May 26, 2009 (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. The original Exhibit 1 to the Agreement is hereby deleted and replaced with the new Exhibit 1, attached hereto and incorporated by reference.

3. Exhibit 2, attached hereto and incorporated by reference, is hereby added to the Agreement.

4. The Purchase Fee (non-refundable, one-time fee) for the titles listed in Exhibit 2:

5. The Hosting Fee, invoiced in December of each year, shall now be

6. All fees are due and payable by Purchaser forty-five (45) days after the date of invoice.

{Signature Page Follows}
IN WITNESS WHEREOF, each party has executed this Amendment by its duly authorized officer on the date indicated below.

ACCEPTED AND AGREED:

SAGE Publications, Inc., through its CQ Press imprint

By: ________________________________ Date: 5/14/12
Name: ______________________________
Title: Vice President & General Counsel

By: ________________________________ Date: 5/11/12
Name: ______________________________
Title: Head, Acquisitions Department, UCSD Libraries
EXHIBIT 1
TO THE AGREEMENT BETWEEN
UNIVERSITY OF CALIFORNIA-SAN DIEGO
AND
SAGE PUBLICATIONS, INC.
DATED MAY 26, 2009

Previously Purchased Perpetual Access Products covered by this license:

CQ Researcher Archive (1923-1991) Hosting fee capped at

Perpetual access Products purchased as part of this agreement:

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06/04/09- CQ Press 2009 Political Reference Suite Frontlist:

2009 New Titles:
*Encyclopedia of the First Amendment
*Encyclopedia of U.S. Indian Policy and Law
*New York Times on Emerging Democracies
*New York Times on the Presidency
*New York Times on the Supreme Court
*New York Times on Critical Elections
*Vital Statistics on the Presidency
*International Military Alliances 1648-2008

2009 New Editions:
†Political Handbook of the World 2009
†Supreme Court Yearbook 2009
†Vital Statistics on American Politics 2009-2010
†Washington Information Directory 2009-2010
06/04/09
Hosting Fee (annually) - Backlist Bundle
Hosting Fee (annually) - Frontlist Bundle

1/7/10- CQ Press 2010 Frontlist (13 titles)
2010 New Editions:
Encyclopedia of Religion in America
The African-American Electorate
Voter Turnout in the United States 1789-2008
American Public Opinion and Health Care
The Encyclopedia of Political Science
The Encyclopedia of US Political History
2010 Updates:
Political Handbook of the World 2010
Supreme Court Yearbook 2010
Congress and the Nation
Washington Information Directory 2009-2010
Historic Documents 2009
Guide to the Supreme Court
Guide to U.S. Elections

2/17/10- CQ Almanac Perpetual Rights Product (1945-2008) w/ Update
2/17/10- CQ Congress Collection (*Annual Subscription—no perpetual access)

6/1/2011- CQ Press 2011 Frontlist:

World at Risk: A Global Issues Sourcebook Feb-11
Separatist Movements: A Global Reference Apr-11
Cities in American Political History Jun-11
Encyclopedia of Water Policy and Politics in the United States Jul-11
Guide to Interest Groups and Lobbying in the United States Jul-11
Handbook International Rivalries Dec-11
New York Times on Gay and Lesbian Issues Jul-11
Resort to War Feb-11
Political Handbook of the World 2011 May-11
Vital Statistics on American Politics 2011-2012 Nov-11
Historic Documents 2010 Aug-11
Supreme Court Yearbook 2011 Nov-11
Encyclopedia of the US Census Dec-11
EXHIBIT 2
TO THE AGREEMENT BETWEEN
UNIVERSITY OF CALIFORNIA-SAN DIEGO
AND
SAGE PUBLICATIONS, INC.
DATED MAY 26, 2009

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SECOND AMENDMENT TO THE AGREEMENT BETWEEN
UNIVERSITY OF CALIFORNIA-SAN DIEGO
AND
SAGE PUBLICATIONS, INC.

THIS AMENDMENT is effective as of July 1, 2013, by and between the University of California-San Diego, an academic institution with its principal offices located at 9500 Gilman Drive, La Jolla, CA 92093 (Licensee), and SAGE Publications, Inc., a Delaware corporation, on behalf of the imprint CQ Press, with principal offices at 2455 Teller Road, Thousand Oaks, CA 91320 ("SAGE").

The University of California-San Diego and CQ Press, an imprint of SAGE Publications, Inc., entered into a certain Purchase Agreement dated May 26, 2009 (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 3, attached hereto and incorporated by reference, is hereby added to the Agreement.

3. The Purchase Fee (non-refundable, one-time fee) for the titles listed in Exhibit 3 is: [Text deleted]

4. All fees are due and payable by Purchaser forty-five (45) days after the date of invoice.

{Signature Page Follows}
IN WITNESS WHEREOF, each party has executed this Amendment by its duly authorized officer on the date indicated below.

ACCEPTED AND AGREED:

SAGE Publications, Inc.

By: [Text deleted] 
Name: [Text deleted] 
Title: Vice President & General Counsel 
DATE: 7-10-13

University of California, San Diego

By: [Text deleted] 
Name: [Text deleted] 
Title: Associate Librarian, Collections 
DATE: 7-31-13
EXHIBIT 3
TO THE AGREEMENT BETWEEN
UNIVERSITY OF CALIFORNIA-SAN DIEGO
AND
SAGE PUBLICATIONS, INC.
DATED MAY 26, 2009

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