

First Amendment
To Publication Agreement Dated August 1, 2007
By and Between
The California Building Standards Commission
And
The International Code Council

This Agreement is made this 22nd day of September 2008, by and between the International Code Council (hereinafter referred to as "ICC") and the State of California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties."

Whereas on August 1, 2007 the California Building Standards Commission entered into a Publication Agreement with the International Code Council for the publication of the California Code of Regulations, Title 24, Parts 1, 6, 8, and 12, California Building Standards Code (hereinafter referred to as the "SBC"); and

Whereas Paragraph 2. *Grant of License for SBC* of the aforesaid Publication Agreement limits the ability of ICC to enter into a sublicense agreement to third parties, and

Whereas ICC and CBSC wish to authorize ICC to enter into sublicense agreements with third parties;

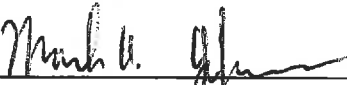
Now Therefore, Said Paragraph 2. *Grant of License for SBC* is herein amended to number the existing paragraph as 2.1 and add Sections 2.2 and 2.3:

- 2.2 CBSC herein grants to ICC the exclusive rights to sublicense reproduction of the 2007 edition of the SBC to third parties in any format, including print and electronic. ICC agrees to compensate the CBSC with services selected by the CBSC equal to an amount not to exceed \$2,000 for this right.
- 2.3 Each such license shall be in writing, and shall expressly provide that each publication published by the licensee and containing all or any part of the Code or Amended Codes:
- (a) must include a statement substantially similar to the following: "This publication is not part of the Official compilation of *Codes, Rules and Regulations of the State of California*,"
 - (b) must not contain any statement which indicates or which could be construed as indicating that such publication is part of the Official Compilation,


- (c) must not contain any statement which indicates or which could be construed as indicating that the California Building Standards Commission (CBSC) is responsible for, certify as to, or otherwise endorse, the authenticity, accuracy, or currency of the information contained therein,
- (d) must not include any annotation, case note, administrative note, or other editorial matter which has been prepared or which is hereafter prepared by any past, present, or future publisher of the Official Compilation for inclusion in the Official compilation now has or hereafter obtains copyright protection, without the written consent of each person or entity then having any copyright interest in such annotation, case note, administrative note, or other editorial matter,
- (e) must not include any annotation, case note, administrative note, or other editorial matter which has been or hereafter prepared by the CBSC for inclusion in the Official Compilation, and in which any past, present, or future publisher of the Official Compilation now has or hereafter obtains, pursuant to any past, present, or future contract for publication of the Official Compilation, exclusive publication rights, without the written consent of (1) the then current publisher of the Official compilation, (2) each other publisher of the Official Compilation then having any publication rights in such annotation, case note, administrative note, or other editorial matter, and (3) the CBSC, and
- (f) must not include any other annotation, case note, administrative note, or other editorial matter which has been or is hereafter prepared by the CBSC without the written consent of the CBSC.

Signatures. The Parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by executing this Agreement on the date first written above. Each signatory hereto represents that it is authorized to sign this Agreement on behalf of the Party it purports to represent.

INTERNATIONAL CODE COUNCIL

By: 
Mark A. Johnson, Senior Vice President

CALIFORNIA BUILDING STANDARDS COMMISSION

By: 
E. David Walls, Executive Director

First Amendment
To Publication Agreement Dated August 1, 2007
By and Between
The California Building Standards Commission
And
The International Code Council

This Agreement is made this 22nd day of September 2008, by and between the International Code Council (hereinafter referred to as "ICC") and the State of California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties."

Whereas on August 1, 2007 the California Building Standards Commission entered into a Publication Agreement with the International Code Council for the publication of the California Code of Regulations, Title 24, Parts 1, 6, 8, and 12, California Building Standards Code (hereinafter referred to as the "SBC"); and

Whereas Paragraph 2. *Grant of License for SBC* of the aforesaid Publication Agreement limits the ability of ICC to enter into a sublicense agreement to third parties, and

Whereas ICC and CBSC wish to authorize ICC to enter into sublicense agreements with third parties;

Now Therefore, Said Paragraph 2. *Grant of License for SBC* is herein amended to number the existing paragraph as 2.1 and add Sections 2.2 and 2.3:

- 2.2 CBSC herein grants to ICC the exclusive rights to sublicense reproduction of the 2007 edition of the SBC to third parties in any format, including print and electronic. ICC agrees to compensate the CBSC with services selected by the CBSC equal to an amount not to exceed \$2,000 for this right.
- 2.3 Each such license shall be in writing, and shall expressly provide that each publication published by the licensee and containing all or any part of the Code or Amended Codes:
- (a) must include a statement substantially similar to the following: "This publication is not part of the Official compilation of *Codes, Rules and Regulations of the State of California*,"
 - (b) must not contain any statement which indicates or which could be construed as indicating that such publication is part of the Official Compilation,

- (c) must not contain any statement which indicates or which could be construed as indicating that the California Building Standards Commission (CBSC) is responsible for, certify as to, or otherwise endorse, the authenticity, accuracy, or currency of the information contained therein,
- (d) must not include any annotation, case note, administrative note, or other editorial matter which has been prepared or which is hereafter prepared by any past, present, or future publisher of the Official Compilation for inclusion in the Official compilation now has or hereafter obtains copyright protection, without the written consent of each person or entity then having any copyright interest in such annotation, case note, administrative note, or other editorial matter,
- (e) must not include any annotation, case note, administrative note, or other editorial matter which has been or hereafter prepared by the CBSC for inclusion in the Official Compilation, and in which any past, present, or future publisher of the Official Compilation now has or hereafter obtains, pursuant to any past, present, or future contract for publication of the Official Compilation, exclusive publication rights, without the written consent of (1) the then current publisher of the Official compilation, (2) each other publisher of the Official Compilation then having any publication rights in such annotation, case note, administrative note, or other editorial matter, and (3) the CBSC, and
- (f) must not include any other annotation, case note, administrative note, or other editorial matter which has been or is hereafter prepared by the CBSC without the written consent of the CBSC.

Signatures. The Parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by executing this Agreement on the date first written above. Each signatory hereto represents that it is authorized to sign this Agreement on behalf of the Party it purports to represent.

INTERNATIONAL CODE COUNCIL

By: 
Mark A. Johnson, Senior Vice President

CALIFORNIA BUILDING STANDARDS COMMISSION

By: 
E. David Walls, Executive Director

First Amendment
To Publication Agreement Dated August 1, 2007
By and Between
The California Building Standards Commission
And
The International Code Council

This Agreement is made this 22nd day of September 2008, by and between the International Code Council (hereinafter referred to as "ICC") and the State of California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties."

Whereas on August 1, 2007 the California Building Standards Commission entered into a Publication Agreement with the International Code Council for the publication of the California Code of Regulations, Title 24, Parts 2, 9, and 10, California Building Standards Code (hereinafter referred to as the "SBC"); and

Whereas Paragraph 1. *Grant of License for SBC; Ownership* of the aforesaid Publication Agreement limits the ability of ICC to enter into a sublicense agreement to third parties, and

Whereas ICC and CBSC wish to authorize ICC to enter into sublicense agreements with third parties;

Now Therefore, Said Paragraph 1. *Grant of License for SBC; Ownership* is herein amended to add Sections 1.5 and 1.6:

- 1.5 CBSC herein grants to ICC the exclusive rights to sublicense reproduction of the 2007 edition of the SBC to third parties in any format, including print and electronic. ICC agrees to compensate the CBSC with services selected by the CBSC equal to an amount not to exceed \$10,000 for this right.
- 1.6 Each such license shall be in writing, and shall expressly provide that each publication published by the licensee and containing all or any part of the Code or Amended Codes:
 - (a) must include a statement substantially similar to the following: "This publication is not part of the Official compilation of *Codes, Rules and Regulations of the State of California*,"
 - (b) must not contain any statement which indicates or which could be construed as indicating that such publication is part of the Official Compilation,


- (c) must not contain any statement which indicates or which could be construed as indicating that the California Building Standards Commission (CBSC) is responsible for, certify as to, or otherwise endorse, the authenticity, accuracy, or currency of the information contained therein,
- (d) must not include any annotation, case note, administrative note, or other editorial matter which has been prepared or which is hereafter prepared by any past, present, or future publisher of the Official Compilation for inclusion in the Official compilation now has or hereafter obtains copyright protection, without the written consent of each person or entity then having any copyright interest in such annotation, case note, administrative note, or other editorial matter,
- (e) must not include any annotation, case note, administrative note, or other editorial matter which has been or hereafter prepared by the CBSC for inclusion in the Official Compilation, and in which any past, present, or future publisher of the Official Compilation now has or hereafter obtains, pursuant to any past, present, or future contract for publication of the Official Compilation, exclusive publication rights, without the written consent of (1) the then current publisher of the Official compilation, (2) each other publisher of the Official Compilation then having any publication rights in such annotation, case note, administrative note, or other editorial matter, and (3) the CBSC, and
- (f) must not include any other annotation, case note, administrative note, or other editorial matter which has been or is hereafter prepared by the CBSC without the written consent of the CBSC.

Signatures. The Parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by executing this Agreement on the date first written above. Each signatory hereto represents that it is authorized to sign this Agreement on behalf of the Party it purports to represent.

INTERNATIONAL CODE COUNCIL

By: 
Mark A. Johnson, Senior Vice President

CALIFORNIA BUILDING STANDARDS COMMISSION

By: 
E. David Walls, Executive Director

First Amendment
To Publication Agreement Dated August 1, 2007
By and Between
The California Building Standards Commission
And
The International Code Council

This Agreement is made this 22nd day of September 2008, by and between the International Code Council (hereinafter referred to as "ICC") and the State of California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties."

Whereas on August 1, 2007 the California Building Standards Commission entered into a Publication Agreement with the International Code Council for the publication of the California Code of Regulations, Title 24, Parts 2, 9, and 10, California Building Standards Code (hereinafter referred to as the "SBC"); and

Whereas Paragraph 1. *Grant of License for SBC; Ownership* of the aforesaid Publication Agreement limits the ability of ICC to enter into a sublicense agreement to third parties, and

Whereas ICC and CBSC wish to authorize ICC to enter into sublicense agreements with third parties;

Now Therefore, Said Paragraph 1. *Grant of License for SBC; Ownership* is herein amended to add Sections 1.5 and 1.6:

- 1.5 CBSC herein grants to ICC the exclusive rights to sublicense reproduction of the 2007 edition of the SBC to third parties in any format, including print and electronic. ICC agrees to compensate the CBSC with services selected by the CBSC equal to an amount not to exceed \$10,000 for this right.
- 1.6 Each such license shall be in writing, and shall expressly provide that each publication published by the licensee and containing all or any part of the Code or Amended Codes:
 - (a) must include a statement substantially similar to the following: "This publication is not part of the Official compilation of *Codes, Rules and Regulations of the State of California*,"
 - (b) must not contain any statement which indicates or which could be construed as indicating that such publication is part of the Official Compilation,

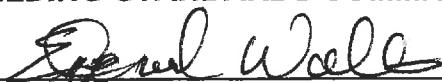
- (c) must not contain any statement which indicates or which could be construed as indicating that the California Building Standards Commission (CBSC) is responsible for, certify as to, or otherwise endorse, the authenticity, accuracy, or currency of the information contained therein,
- (d) must not include any annotation, case note, administrative note, or other editorial matter which has been prepared or which is hereafter prepared by any past, present, or future publisher of the Official Compilation for inclusion in the Official compilation now has or hereafter obtains copyright protection, without the written consent of each person or entity then having any copyright interest in such annotation, case note, administrative note, or other editorial matter,
- (e) must not include any annotation, case note, administrative note, or other editorial matter which has been or hereafter prepared by the CBSC for inclusion in the Official Compilation, and in which any past, present, or future publisher of the Official Compilation now has or hereafter obtains, pursuant to any past, present, or future contract for publication of the Official Compilation, exclusive publication rights, without the written consent of (1) the then current publisher of the Official compilation, (2) each other publisher of the Official Compilation then having any publication rights in such annotation, case note, administrative note, or other editorial matter, and (3) the CBSC, and
- (f) must not include any other annotation, case note, administrative note, or other editorial matter which has been or is hereafter prepared by the CBSC without the written consent of the CBSC.

Signatures. The Parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by executing this Agreement on the date first written above. Each signatory hereto represents that it is authorized to sign this Agreement on behalf of the Party it purports to represent.

INTERNATIONAL CODE COUNCIL

By: 
Mark A. Johnson, Senior Vice President

CALIFORNIA BUILDING STANDARDS COMMISSION

By: 
E. David Walls, Executive Director