

**ELEVENTH AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated 5 February 2009 (the "Agreement") as last amended on 18 March 2010 and wish to amend the Agreement as set forth in this amendment ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of the execution date below as set forth below and on Schedule 1.

If the Subscriber exercises its option under the Agreement to purchase system-wide perpetual access rights to any Elsevier book products, Elsevier will refund to the University of California, San Diego ("UCSD") the amount that UCSD previously paid for such products, provided that the Subscriber's purchase occurs within the same calendar year of the UCSD purchase. If the Subscriber's purchase occurs after the calendar year of the UCSD purchase, then Elsevier will deduct the amount that UCSD previously paid for such products from the Fees due for the Subscriber's purchase.

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 8 December 2010.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA o/b/o
THE CALIFORNIA DIGITAL LIBRARY
(Subscriber)
[Text deleted]**

at
JAN 07 2011

Title: *Executive Director*

ELSEVIER B.V.
[Text deleted]

Title: Managing Director, Global Sales & Customer Marketing, Science & Technology

Contract No.: 1-1604045552

Q

**ELEVENTH AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1**

The Subscribed Products and Fees identified below are in addition to those identified in the Agreement.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA o/b/o
THE CALIFORNIA DIGITAL LIBRARY**

Contract #1-160404552

Subscribed Products – publisher	Access	2010
ScienceDirect® online – Elsevier B.V.	sciencedirect.com	
Elsevier Book Series Backfiles (pre-2000) + Elsevier Book Series Intermediate Backfiles (2000-2006) - The Alkaloids: Chemistry and Biology (1950 - 2006) - Advances in Heterocyclic Chemistry (1963 - 2006) - Advances in Inorganic Chemistry (1959 - 2006) - Advances in Organometallic Chemistry (1964 - 2006) - Advances in Physical Organic Chemistry (1963 - 2006)		[Text deleted]
TOTAL FEES		

Perpetual Access to Elsevier Book Series Backfiles and Intermediate Backfiles

The Subscriber may access and use in perpetuity the Elsevier Book Series Backfiles and Intermediate Backfiles in accordance with the provisions of the Agreement, as amended herein, for a one-time fee for as long as the Subscriber maintains an annual subscription on ScienceDirect online.

Elsevier Book Series/Handbook Series Additional Terms and Conditions

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of the above book series/handbook series for cost and/or (2) continue to access such books online for an annual access fee based on the number of chapters downloaded from such books during the prior twelve (12) months at a rate of \$0.081 per download (adjusted annually for inflation and cost increases), in accordance with the usage provisions of the Agreement, which provisions shall survive the termination of the Agreement. Elsevier shall make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee one time per year during regular business hours upon thirty (30) days written notice to Elsevier. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular book is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online subscriber, the Subscriber may continue to access online, at no additional charge, such formerly subscribed book for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.