TWELFTH AMENDMENT TO
ELSEVIER LICENSE AGREEMENT

WHEREAS, the parties hereto have previously entered into an agreement dated 30 December 2003, as last amended on 27th day of December, 2006 (the "Prior Agreement") and wish to amend the Prior 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 Prior Agreement as of the execution date below as set forth below:

Except as specifically amended hereby, all of the existing terms and conditions of the Prior Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Prior Agreement. To the extent any terms or conditions of the Prior 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 10 January 2007.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Subscriber)

Name:
Title: Director, Business Development

ELSEVIER B.V.
(Licenser)

Name:
Title: Managing Director, Sales

Contract Number: 1-6MDGB6

Version: 1 Oct 2006
TWELFTH AMENDMENT TO
ELSEVIER LICENSE AGREEMENT
Schedule 1

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

THE UNIVERSITY OF CALIFORNIA BERKELEY 1-6MDGB6

<table>
<thead>
<tr>
<th>Licensed Products – publisher</th>
<th>Access</th>
<th>2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>ScienceDirect® online – Elsevier B.V.</td>
<td>science direct.com</td>
<td></td>
</tr>
<tr>
<td>Elsevier Book Series Packages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Life Sciences</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL FEES</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Elsevier Book Series Additional Terms and Conditions
If any of the above book series packages is withdrawn by the Licensor or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online subscriber, the Subscriber may continue to access online,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 book series packages, provided that the Licensor continues to hold the electronic rights thereto. Upon termination of all of the Subscriber’s licenses to 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 through the Subscriber’s internal secure network an electronic copy of such book series packages; provided that the Subscriber defrays the costs of preparing the data set sought, and/or (2) continue to access such book series packages online for an annual access fee based on the number of full-text articles downloaded from such book series during the prior twelve (12) months at a rate of US$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. The Licensor 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 the Licensor. The electronic copy may not contain links and other features and functionality associated with the online version.