FIRST AMENDMENT TO
ELSEVIER LICENSE AGREEMENT

WHEREAS, the parties hereto have previously entered into an agreement dated 30 December 2003 (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 1 January 2005 as set forth on Schedules 1 and 2.2.

Except as specifically amended hereby, all of the existing terms and conditions of the Prior Agreement are hereby ratified. 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.

The parties have caused this Amendment to be executed as of this 15th day of March, 2005.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Subscriber)

Name: ____________________________
Title: Director, Business Development
Date: 4/20/05

ELSEVIER B.V.
(Licensor)

Name: ____________________________
Title: Managing Director, Sales
Date: 2004/10

Contract Number: 1-2D75RE

Version: 18 November 2004
FIRST 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 REGENTS OF THE UNIVERSITY OF CALIFORNIA

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<tr>
<th>Licensed Products – publisher</th>
<th>Access</th>
<th>2005</th>
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<td>sciencedirect.com</td>
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<td><strong>TOTAL FEES</strong></td>
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