

10th
**SIXTH AMENDMENT TO
ELSEVIER LICENSE AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated 30 December 2003, as amended (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 2006 as set forth below and on Schedule 1.

The Licensor hereby grants to the Subscriber the non-exclusive, non-transferable right and license for its University of California-Irvine campus ("UC-Irvine"), through UC-Irvine's document delivery service, ASAP Information Services, to:

print and deliver by mail, fax or scanning and transmission using Ariel® document delivery software (i.e., no direct electronic transmission) any articles from the Subscriber's Complete Collection and Cell Press Online journal titles, identified on Annex B to Schedule 5 of the Prior Agreement ("Articles"), to fulfill orders from any person, library, educational institution, governmental institution or corporation located anywhere in the world that is neither a campus or Authorized User of the Subscriber ("Customers") for "document delivery" in accordance with Schedule 1.

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 18 October 2005.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Subscriber)**

Name: _____ and Services
Title: Director, Business Development ~~And Administration~~ CLH

**ELSEVIER B.V.
(Licensor)**

Name: _____
Title: Managing Director, Sales


SEP 21 2006

Contract No.: 1-MW500

Version: 1 Aug 2005

**SIXTH AMENDMENT TO
ELSEVIER LICENSE AGREEMENT
Schedule 1**

Document Delivery Service Terms and Conditions

1. Copyright Fee

The Subscriber will cause UC-Irvine to pay the Licensor a copyright fee ("Copyright Fee") for each Article printed and delivered to a Customer through UC-Irvine's document delivery service. The amount of the Copyright Fee for each Article printed shall be equivalent to the Copyright Clearance Center (CCC) rate applicable at the time the Article was printed. If UC-Irvine prints and delivers a second copy in response to an order for an Article because a Customer has stated that the first copy was unsatisfactory, no Copyright Fee is payable on such copy. The Copyright Fee for each Article shall be due regardless of the purpose for ordering and using the Article.

2. Payment of Copyright Fees

The Subscriber will cause UC-Irvine to cause CCC to pay the Licensor the total Copyright Fees for each semi-annual period ended June 30 and December 31 within sixty-days (60) days after the end of each such period. If CCC fails to pay the total Copyright Fees on a timely basis, the Licensor may suspend license granted herein until the unpaid amounts of such invoice are paid.

3. Records and Audits

The Subscriber will cause UC-Irvine to keep records and accounts relating to the performance of this Agreement, in accordance with generally accepted accounting practices and at no cost to the Licensor. Records are not required to be available sooner than ninety (90) days after the due date to which they refer. The records must be kept intact for three (3) years, and must be available at the premises of the Subscriber and/or UC-Irvine for the purpose of this Agreement, for inspection and the making of extracts and copies by the Licensor, its auditors and agents, upon reasonable written request, and at the expense of the Licensor, unless substantial variances of more than ten (10%) percent are identified and documented, in which event the Subscriber will cause UC-Irvine to compensate the Licensor for such expenses.

4. Activity Reports

The Subscriber will cause UC-Irvine to compile and deliver to the Licensor with each payment of the Copyright Fees a semi-annual activity report ("Activity Report") containing the following information concerning each Article ordered by and printed and delivered to a Customer through the Licensor's document delivery service during the prior semi-annual period:

<u>(a) bibliographic</u>	<u>(b) totals</u>
journal title	total number of orders
ISSN/ISBN	total number of Articles printed
year of publication	total Copyright Fee
number of pages	

If any information required to be supplied in an Activity Report becomes temporarily unavailable for any reason, the Subscriber will cause UC-Irvine to use its best efforts to make a good-faith estimate of the information, for the purpose of determining the Copyright Fee payable to the Licensor, and the Licensor will accept that determination, subject to the rights of inspection and audit provided above. Once accurate information is available, the correct Copyright Fee will be determined and any adjustments to the amount paid will and be made and communicated to the Licensor.

5. Termination

The Licensor may terminate the license granted herein at any time upon thirty (30) days notice to the Subscriber.