



**FIFTEENTH AMENDMENT TO
ELSEVIER LICENSE AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated 30 December 2003, as last amended 15 February 2007 (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 and on 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 12 March 2007.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Subscriber)

Name:

Title: *Director, Bus. Svcs. & Admin.*

ELSEVIER B.V.
(Licensor)

Name:

Title: Managing Director, Sales

Contract Number: 1-77FOKD

Version: 1 Aug 2005

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

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

UNIVERSITY OF CALIFORNIA, IRVINE

Licensed Products – publisher		Access	2007
ScienceDirect® online – Elsevier B.V.		sciencedirect.com	
Elsevier Reference Works			
- Encyclopedia of Mathematical Physics (perpetual access)			
TOTAL FEES			0

Contract No. 1-77FOKD

Elsevier Reference Works Additional Terms and Conditions

The perpetual license granted hereunder for the above reference work(s) is subject to a one-time license fee set forth in the fee table above and an annual access fee not to exceed _____ percent of such fee. After the initial year of the term of this Agreement, the Subscriber may, at its option, (1) acquire a copy of the above reference work(s) in print, if available, at an _____ percent discount off the then current list price and/or (2) 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 reference work(s) in PDF or SGML format on CD-ROM or tape for cost. The copy may not contain links and other features and functionality associated with the online version.