

**THIRD AMENDMENT TO
KINOKUNIYA BOOK STORE LICENSE AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated September 4, 2004 (the "Agreement") as last modified on September 3rd, 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 Prior Agreement as of the execution date below as set forth below and on Appendices A and B.

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.

Perpetual License

Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use the Licensed Materials listed in this Amendment. Such use shall be in accordance with the provisions of the Agreement, which provisions shall survive any termination of the Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Amendment.

Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under the 'Perpetual License' section of this Amendment.

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Amendment and Agreement (as defined above) controls

This Agreement shall be renewable at the end of the current term for one year unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

This Agreement may only be modified in a writing signed by both parties.

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

Addition to Appendix A

Taiyo Online

One-time purchase for [4] simultaneous users, IP authenticated = [Text deleted] in two installments (June and September 2009) and an annual access fee of [Text deleted]

Addition to Appendix B

Resources Licensed and the Subscribing Campuses of the University of California

Taiyo Online

University of California, Los Angeles
University of California, San Diego
University of California, Davis
University of California, Irvine
University of California, Riverside
University of California, Santa Barbara
University of California, Santa Cruz
University of California, Merced
University of California, Berkeley

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives, as of this 22nd day of March, 2012.

KUNIKUNIYO BOOK STORE

(Licensor) [Text deleted]

BY: _____
Signature of Authorized Signatory or Distributor
[Text deleted]

DATE: 3/27/12

Print Name: _____

Title: General Manager

UNIVERSITY OF CALIFORNIA, SAN DIEGO

(Licensee) [Text deleted]

BY: _____
Signature of Authorized Signatory or Licensee

DATE: 3/26/12

Print Name: [Text deleted]

Title: Head, Acquisitions Department

University of California, San Diego