

**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 August 29, 2007 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 = [REDACTED] paid in two installments (June and September 2009) and an annual access fee of [REDACTED] Yen

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives, as of this 25th day of May, 2009.

KUNIKUNIYO BOOK STORE, representative of NetAdvance
(Licensor)

BY: [REDACTED]
Signature of Authorized Signatory or Distributor

DATE: 5/30/09

Print Name: Daikichi Mitake
Title: Senior Vice President

UNIVERSITY OF CALIFORNIA, SAN DIEGO
(Licensee)

BY: [REDACTED]
Signature of Authorized Signatory of Licensee

DATE: 5/30/09

Print Name: Tony Harvell
Title: Head, Acquisitions Department
University of California, San Diego