

EIGHTEENTH 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 December 14, 2023 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 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 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

Tenno Kozoku Jitsuroku (Records of the Emperor and the Imperial Family) Phase 1 and 2

One-time purchase for [4] simultaneous users, IP authenticated = [REDACTED] Yen

[REDACTED]

Addition to Appendix B

Resources Licensed and the Subscribing Campuses of the University of California

Tenno Kozoku Jitsuroku (Records of the Emperor and the Imperial Family) Phase 1 and 2

University of California, Berkeley (includes Lawrence Berkeley National Library)

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California, Office of the President

In addition, "University of California, Berkeley" as appears in the Agreement and all Amendments is understood to include Lawrence Berkeley National Laboratory.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives, as of this 1 day of March, 2024.

KINOKUNIYA BOOKSTORES

(Licensor)

BY: [REDACTED]
Signature of Authorized Signatory of Distributor

DATE: 3/27/2024

Print Name: [REDACTED]

Title: Sales Office Manager

UNIVERSITY OF CALIFORNIA, SAN DIEGO

(Licensee)

BY: [REDACTED]
Signature of Authorized Signatory of Licensee

DATE: 3/26/2024

Print Name: [REDACTED]

Title: Associate University Librarian, Collection Services
University of California, San Diego