

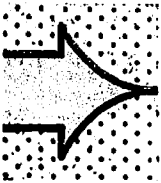
Subscription Agreement

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5/30/14

- Chinese Cultural Revolution Database
 The Chinese Anti-Rightist Campaign Database
(Please check box(s) whichever applicable)
(Hereinafter referred to as the "DATABASE")

[Text deleted]



Please read this agreement ("Agreement") carefully before submitting your application for subscription.

This Agreement is a legal agreement between you ("Subscriber") and Universities Service Centre for China Studies at The Chinese University of Hong Kong, Sha Tin, New Territories, Hong Kong ("USC") with regard to your subscription of the Universities Service Centre for China Studies' online database(s) listed above.

Subscriber hereby applies to access or to establish a connection to the USC Web Site ("Site"), which is developed by the Universities Service Centre for China Studies of CUHK.

1. ACKNOWLEDGMENTS AND ACCEPTANCE OF TERMS

Subscriber may access the Site in accordance with the terms and conditions of this Agreement, and any operating rules or policies that may be published by USC from time to time. Save as expressly referred to herein, any representation, warranty, term or condition not expressly set out in this Agreement shall not apply.

2. DESCRIPTION OF SERVICE

USC as a division of CUHK allows Subscriber to access the DATABASE via the World Wide Web. Subscriber must: (1) provide all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web; and (2) provide for his/her own access to the World Wide Web and pay any telephone and/or connection service fees associated with such access.

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~~Subscriber grants CUHK the right to disclose to third parties certain Registration Data. However, such disclosures will not include Subscriber's name, mailing address, email address, account and phone number, unless CUHK is required to disclose such information by any applicable law or legal process served on CUHK.~~

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3. CHANGES TO TERMS OF SERVICE

This Agreement constitutes the entire agreement of the parties and supersedes all prior

communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee. All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 21 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

4. MODIFICATIONS TO SERVICE

Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give prompt notice of any such changes to Licensee.

5. DISCLAIMER OF WARRANTIES

5.1 CUHK does not warrant that the access to the Site will be uninterrupted or error free.

5.2 Any statement, condition or warranty, express or implied, statutory or otherwise, as to the quality, merchantability, or suitability or fitness for any particular purpose of the Site is hereby excluded and CUHK shall not be liable to Subscriber or any other persons for loss or damage (whether directly, consequentially, or incidentally) arising directly or indirectly in connection with the use of or the inability to use the Site.

6. NO RESALE OR COMMERCIAL USE OF THE SUBSCRIPTION

Subscriber agrees not to sub-license, rent, lease, loan, assign or transfer any rights granted by CUHK. Any attempt at such sub-license, rent, lease, loan, assignment or transfer is void.

7. INDEMNIFICATION

Each party shall indemnify and hold the other harmless from any claim or demand, including reasonable attorneys' fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense.

The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

8. TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 21 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within 21 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

9. NOTICE

All notices given pursuant to this agreement shall be in writing and shall be made either via email or conventional mail. CUHK may publish notices or messages through the Site to inform Subscriber of changes to this Agreement, the Site, or other matters of importance. In the event that Licensor requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), or otherwise attempts to impose such terms on Authorized Users through mere use or viewing of the Authorized Materials, Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail.

10. LAWS

CUHK's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CUHK in writing.

Subscriber and USC agree that any cause of action arising out of or related to this Agreement must commence within one (1) year after the cause of action arose; otherwise,

The Database for the History of Contemporary Chinese Political Movements, 1949-

such cause of action is permanently barred.

The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

Licensee

Name: [Text deleted]

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OF CALIFORNIA, SAN DIEGO
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**Universities Service Centre
for China Studies**

The Chinese University of Hong Kong

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Date

[Text deleted]

Signature

Date