

# LICENSE AGREEMENT

THIS AGREEMENT IS AGREED on December 11, 2017

## BETWEEN

1 Tongfang Knowledge Network Technology Co., Ltd., (Beijing) ("the Licensor"), a database provider established and existed under the law of China, with the headquarter office at [Text deleted] China.

and

2 University of California San Diego ("the Licensee"), an institution established and existing under the law of the United States with offices at 9500 Gilman Dr., La Jolla, CA 92093.

Concerning Pay-Per-Use Service regarding to products of CDMD/CCND/CPCD/IPFD.

## IT IS AGREED AS FOLLOWS:

### 1. KEY DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

<b>CDMD</b>	China Dissertation/Masters' full text database (Web) and its software.
<b>CCND</b>	China Core Newspaper database (Web) and its software.
<b>CPCD</b>	China Proceedings of Conference Full-text Database (Web) and its software.
<b>IPFD</b>	International Proceedings of Conference Full-text Database and its software.
<b>Licensed Materials</b>	The electronic material as set out in the Schedule 1 together with this Agreement that may be agreed by the parties from time to time.
<b>Authorized User</b>	Includes employee, faculty member, staff member, or student officially affiliated with the Licensee, or an

authorized client of the Licensee, or a walk-in user is permitted to access the Licensed Materials.

**Commercial Use**

Use for the purposes of monetary reward (whether by or for the Licensee or Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials.

**Secure Network**

A network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users whose conduct is subject to regulation by this Agreement.

**Subscription Period**

That period nominally covered by the volumes and issues of the Licensed Materials listed in the Schedule 1, regardless of the actual date of publication.

**2. COPYRIGHT OF “CDMD”, “CCND”, “CPCD” AND “IPFD”**

The Licensor reserves the intellectual property right and copyright of CDMD, CCND, CPCD, and IPFD, neither the Licensee nor any third party may:

- 2.1 remove or alter the authors’ names or the Licensor’s copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
- 2.2 systematically make print or electronic copies of multiple extracts of the Licensed Materials for any commercial purpose;
- 2.3 mount or distribute any part of the Licensed Materials on any electronic network, including but not limited to the Internet and the World Wide Web, other than the Secure Network.

**3. USER LICENSE**

3.1 The Licensor grants to the Licensee a non-exclusive, non-transferable license to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching or private study, subject to the terms and conditions of this Agreement, and the Licensee agrees to pay the Subscription Fee.

3.2 The Licensee is permitted to:

- 3.2.1 make such back-up copies of the Licensed Materials as are reasonably necessary, for archival purposes only.

3.2.2 display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

3.2.3 make searches in the databases of Licensed Materials.

#### **4. LICENSOR'S UNDERTAKINGS**

4.1 The Licensor warrants to this Agreement that the Licensed Materials used as contemplated by this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Licensor shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this Agreement.

4.2 The Licensor shall

4.2.1 provide the Licensed Materials, notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty (30) days of such notice treat such changes as a breach of this Agreement under clauses in TERM AND TERMINATION.

4.2.2 provide the Licensee, within 10 days of the date of this Agreement, with information sufficient to enable the Licensee to access the Licensed Materials.

4.3 The Licensor reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

#### **5. LICENSEE'S UNDERTAKINGS**

The Licensee shall

5.1 use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions that the Licensee imposes for failing to do so;

5.2 use reasonable endeavours to notify Authorised Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorised use or other breach of this Agreement;

- 5.3 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform the Licensor and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- 5.4 issue passwords or other access information only to Authorised Users and use all reasonable endeavours to ensure that Authorised Users, do not divulge their passwords or other access information to any third party;
- 5.5 provide the Licensor, within 30 days of the date of this Agreement, with information sufficient to enable the Licensor to provide access to the Licensed Materials in accordance with its obligation under clause 4.2.2. Should the Licensee make any significant change to such information, it will notify the Licensor not less than ten (10) days before the change takes effect.
- 5.6 keep full and up-to-date records of all Authorised Users and their access details, such as IP addresses or IP ranges (as indicated under Schedule 2), and provide the Licensor with details of such additions, deletions or other alterations to such records as are necessary to enable the Licensor to provide Authorised Users with access to the Licensed Materials as contemplated by this Agreement;
- 5.7 use reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Materials.

## **6. UNDERTAKINGS BY BOTH PARTIES**

Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

## **7. TERM AND TERMINATION**

- 7.1 This Agreement shall commence on the date of countersignature.
- 7.2 The provisions of copyright and license in this Agreement are permanently valid.
- 7.3 This Agreement shall continue in effect for one year when both parties have signed it. This Agreement shall be automatically renewed at the end of the current term for a successive one-year term unless either party provides 30-day written notices prior to expiration of the current term. The amount paid annually will vary depending on usage, with Licensee having the option to continue to use initial subscription pre-payment to purchase units in successive years until pre-payment is exhausted.
- 7.4 This Agreement shall be terminated within ten days of written notification by either party to another:

- 7.4.1 if the Licensee defaults in making payment of the Subscription Fee as provided in Clause 8 and fails to remedy such default within thirty (30) days of notification in writing by the Licensor;
  - 7.4.2 if the Licensor commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee;
  - 7.4.3 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 7.5 On termination all rights and obligations of the parties automatically terminate except for clause 7.2.

## 8. FEES AND PAYMENT

8.1 The sum of [Text deleted] is due within thirty (30) days from the effective date of this Agreement. The unit price for each product is calculated as follows:

Product	Unit Price	Piece
CDMD	[Text deleted]	dissertation
CDMD	[Text deleted]	thesis
CCND	[Text deleted]	article
CPCD	[Text deleted]	article
IPFD	[Text deleted]	article

8.2 Payment of [Text deleted] shall be remitted in full to Tongfang offices or bank except other notices from the Database Provider.

## 9. GENERAL

This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.

- 9.1 Alterations to this License are only valid if they are recorded in writing and signed by both parties;
- 9.2 This License may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld;

- 9.3 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.
- 9.4 Neither party shall use any name(s), logo(s) and/or trademark(s) of the other party, without such other party's prior written consent.
- 9.5 Neither party's delay or failure to perform any provision of this License, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.
- 9.6 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.
- 9.7 Either party's waiver, or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

**Tongfang Knowledge Network Technology Co., Ltd., (Beijing)**

Representative: [Text deleted]

Title: CEO, CNKI Inc. (North America Branch of the Licensor)

[Text deleted]

Signature: \_\_\_\_\_ Date: December 13, 2017

For and on behalf of: University of California San Diego

Representative: [Text deleted] Title: AUL, Collection Services

Signature: [Text deleted] Date: 12/11/17

## SCHEDULE 1

### Licensed Materials

#### Licensed Materials:

#### Pay-Per-Use Service:

Product	Unit Price	Piece
CDMD	[Text deleted]	dissertation
CDMD	[Text deleted]	thesis
CCND	[Text deleted]	article
CPCD	[Text deleted]	article
IPFD	[Text deleted]	article

#### Note:

- ◆ Accessible Period: The Deposit allows for unlimited access. The customer must re-deposit funds when the deposit is used up. Customer will have the option to cancel subscription when pre-payment is used up.
- ◆ Open resources: All Series of expected database.
- ◆ Customer will not be charged for failed downloads. After the initial item charge, repeated downloads of the same article or item, within the same quarter, will not be charged.
- ◆ Statistic: Detailed usage reports will be sent quarterly in a timely manner.
- ◆ –Pre-payment balances: if the deposit reaches \$US0, access to the databases will be suspended by CNKI until funds are added by the Licensee to the deposit account.

**Service Model for the Licensed Materials:** Authorized Remote Access via the CNKI server hosted at CNKI central site.

**Concurrent users: 50**

[Text deleted]

**Required Operating System:** Windows 98 or above

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SCHEDULE 2

Licensee's Information

IP Ranges/addresses for Licensee:

[Text deleted]

Tongfang Knowledge Network Technology Co., Ltd., (Beijing)

Representative: [Text deleted]

Title: CEO, CNKI Inc. (North America Branch of the Licensor)

Signature: [Text deleted]

Date: December 13, 2017

For and on behalf of: University of California San Diego

Representative: [Text deleted]

Title: AUL, Collection Services

Signature: [Text deleted]

Date: 12/14/17