LICENSE AGREEMENT

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ACKNOWLEDGEMENT
This License Agreement ("Agreement") becomes effective Nov. 6, 2012 ("Effective Date") between Beijing Superstar Information Technology Co., Ltd, a private corporation chartered in Beijing China with principal office at 1212 Tower C, 3rd Street Number 9, Haidian District, Beijing 100085 China ("Licensor") and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, University of California Office of the President, 415 20th Street, 4th floor, Oakland, CA 94612, USA ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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IP Addresses. Licensee shall bear responsibility for making complete and accurate lists of registered IP addresses available to Licensor on a regular basis.
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X. TERM

This Agreement shall continue in effect for ten (10) years, commencing on the Effective Date. However, after the first subscription period, licensor agrees to give licensee the option to continue or discontinue the remaining nine (9) subscription periods. No reimbursement will be made to the paid fees by licensor to licensee, should licensee choose to terminate when licensor fulfills all obligations consistent with this license herein stated. Otherwise, Licensee is entitled to a proportionate refund equivalent to the remaining license term.

XI. RENEWAL

This agreement shall be renewable at the end of the current term for a successive term unless either party gives written notice of its intention not to renew forty-five (45) days before expiration of the current term.

The University of California reasonably believes that funds can be obtained sufficient to pay all monies due during the term of this Agreement and hereby covenants that it will do all things lawfully within it power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is the University of California's intent to make payments for the full term of this transaction. The University of California represents that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

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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 thirty (30) 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 the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

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XVII. ENTIRE AGREEMENT

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.

XVIII. AMENDMENT

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.

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If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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Beijing 100085
China

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University of California
IP Address Ranges
Berkeley (UCB)

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Former Lawrence Berkeley National Laboratory (LBL) IPs

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| International sales          | [Text deleted] |
AS WITNESS the hands of the parties the day and year below first written

FOR THE LICENSOR: Beijing Superstar Information Technology Co., Ltd.

Name (in block capitals): ___________________________ Date: 11/6/2012

Position / Title: [Text deleted] ______

Signature: ________________

FOR THE LICENSEE: University of California

Name (in block capitals) [Text deleted] Date: 11/1/2012

Position / Title: Executive Director, California Digital Library [Text deleted]

Signature: __________