

Agreement No. : _____

**Purchase Agreement for
Chinese Periodical Full-text Database (1911-1949)
- Remote Network Service**

Party A: Regents of the University of California (represented by University of California, Irvine; see Appendix A for individual campuses)

Party B: Shanghai Tuqing Information Co., Ltd.

Service Mode of Remote Network for Purchase:

Party A is entitled to logo on "Chinese Periodical Full-text Database (1911-1949)" website (the use of IP address range stipulated in the agreement), which can provide service for 1 simultaneous user to be shared between all participating campuses.

Service Fee Standard:

Product Name	Price
Chinese Periodical Full-text Database (1911-1949) 1-9 Series	
Total Price with Discount	

The following agreement is entered into by both parties upon friendly consultation. Both parties should be bound by the agreed terms and conditions as follows.

I. Products and Services

1. The product(s) that Party A has decided to purchase from Party B is/are: Chinese Periodical Full-text

Database (1911-1949) 1-9 Series (1 simultaneous user)

The following service fee should be paid by Party A: (in capital) [REDACTED]
[REDACTED]

Party A should pay [REDACTED] for each additional simultaneous user.

2. Terms of Payment

Party A can enjoy the Remote Network Service when makes the payment [REDACTED] before
_____ (Date/Month/Year).

3. Remote Network Service Start-up

Party B should grant Party A the right to online access to

- 1) Chinese Periodical Full-text Database (1911-1949) 1-8 Series when Party A make the full payment of [REDACTED]
- 2) Chinese Periodical Full-text Database (1911-1949) 9th Series: December 2014.

Party A is entitled to access the website through effective IP address. Party A should provide the IP address ranges: see Appendix B for complete list of IP ranges, which should be within the scope of the University's IP addresses for use on campus and off campus by Authorized Users. "Authorized Users" are defined below in Section II, Item 2.1.

4. Service Period

Party A should pay the annual maintenance of [REDACTED] Beginning in 2014, Party A should make the payment of [REDACTED] before _____ (Date/Month) every year. If Party B can not continue providing remote network service or terminates the agreement due to its own reason, Party B should provide the installation disc of a Closed-end Mirror Site including the contents purchased by Party A for free.

Party A has the right to purchase Closed-end Mirror Site Service to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Party A's rights under section II.11, of

this Agreement. If Party A purchases the Closed-end Mirror Site Service, Party A should pay [REDACTED]

[REDACTED] to Party B according to Service Fee Standard, that is [REDACTED]

Within the authorized range, Party A is entitled to install the closed-end mirror site of "Chinese Periodical Full-text Database (1911-1949)" on and only on its local area network server. The Closed-end Mirror Site can provide service for 1 simultaneous user. Party B is obligated for assisting Party A for successful local installation of the mirror site, namely a working mirror site of the database. Party B will take no responsibility if the database cannot be successfully installed caused by the abnormal network, any personnel's problem or software or hardware failure of Party A.

5. Suspension of Service and Termination of the Agreement

If Party A fails to make the payment on time for purchasing of the database (full or one installment), Party B can extend the right for Party A to use the Remote Network Service for one month since the payment due date. When the delay exceeds one month, Party B has the right to suspend the service or terminate the contract. Party A will not be refunded for what has already been paid if the contract is terminated due to the above-mentioned reason. If Party A fails to make the payment for annual maintenance fee on time after the initial purchase of the database, Party B can extend the right for Party A to use the Remote Network Service for one month since the payment due date. When the delay exceeds one month, Party B has the right to suspend the service indefinitely until the maintenance fee is paid in full.

6. Party A is entitled to download the User Guide of "Chinese Periodical Full-text Database (1911-1949)" in Chinese from www.cnbksy.com.

7. Party B should ensure the normal operation of product and regular usage of database. If Party A has any technical problem during using the product, Party B should provide proper after-sales service or technical support. If the Remote Network Service fails to operate properly, Party A shall notify Party B right away. Party B shall promptly use reasonable efforts to restore access to the database as soon as possible.

8. Party B shall use reasonable efforts to ensure the sufficient capacity of its server of the database, rate of connectivity, and speed of delivery to Party A and Authorized Users with a quality service

comparable to current standards in the scholarly information provision industry when the network is in normal condition.

II. Protection of Intellectual Property

1. "Chinese Periodical Full-text Database (1911-1949)" is developed by Party B. The copyright of the database and its search system are owned by Party B.

2. Party B obtains "Chinese Periodical Full-text Database (1911-1949)" warrants that it has the right to license the rights granted under this Agreement to use Database, and that use of the Database by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. Party A and Authorized users may make all use the database as is consistent with copyright laws. In addition, the database may be used for purposes of educational, scientific, research or other non-commercial purposes only, but not for commercial use, including the following:

Display. Party A and Authorized Users shall have the right to electronically display the Database.

Digitally Copy. Party A and Authorized Users may download and digitally copy a reasonable portion of the Database.

Print Copy. Party A and Authorized Users may print a reasonable portion of the Database.

Recover Copying Costs. Party A may charge a reasonable fee to cover costs of copying or printing portions of Database for Authorized Users.

Caching. Party A and Authorized Users may make local digital copies of the Database in order to ensure efficient use by Authorized Users by appropriate browser or other software. The above clause can be applied only for the usages that are permitted by this agreement.

Collections of Information. Party A and Authorized Users shall be permitted to extract or use information contained in the Database for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Course Packs. Party A and Authorized Users may use a reasonable portion of the Database in the preparation of Course Packs or other educational materials.

Course Reserves (Print and Electronic). Party A and Authorized Users may use a reasonable portion of the Database for use in connection with specific courses of instruction offered by the University of California.

Electronic Links. The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. If Party B does not use the OpenURL

standard, Party B staff will provide a title list with URLs to Party A upon request.

Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Database for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

Text Mining. Authorized Users may use the licensed material to perform and engage in text mining /data mining activities for legitimate academic research and other educational purposes.

Interlibrary Loan. Using electronic, paper, or intermediated means, Party A at its discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan.

Party A shall not knowingly permit anyone other than Authorized Users to use the Database. Party A and Authorized Users shall not modify, manipulate, or create a derivative work of the Database without the prior written permission of Party B. Party A and Authorized Users may not remove, obscure or modify any copyright or other notices included in the Database. Party A and Authorized Users may not use the Database for commercial purposes, including but not limited to the sale of the Database, fee-for-service use of the Database, or bulk reproduction or distribution of the Database in any form; nor may Party A impose special charges on Authorized Users for use of the Database beyond reasonable printing or administrative costs.

2.1 Definition of Authorized Users: Authenticated by IP addresses provided by Party A,

“Authorized Users” are confined to:

- a. Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of Party A regardless of the physical location of such persons, including on campus or remote sites.
- b. Walk-in patrons not otherwise affiliated with Party A but physically present at Party A's sites. Walk-in patrons are not eligible for remote access to the Proxy Service to the database.

2.2 Proxy Service: Party A is entitled to provide Proxy Service to its “Authorized Users”. If a proxy server is being allowed by Party B for access, Party A agrees to maintain the security of the access by Authorized Users before allowing use of the proxy to any remote or on-site user.

3. Party A should respect Party B's intellectual property rights. The network service of Chinese Periodical Full-text Database (1911-1949) 1-9 Series should be restricted to be used by the Party A and Authorized Users for the purposes described in Section II, Item 2. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Party B believes that Party A has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) 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 sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Database by Party A and Authorized Users shall be terminated. Authorized copies of Database may be retained by Party A or Authorized Users and used subject to the terms of this Agreement. In the event of early termination caused by Party B permitted by this Agreement, Party A shall be entitled to a Closed-end Mirror Site of the database at no charge.

4. The Party B shall indemnify and hold Party A and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Database by the Party A or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's 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 right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to decide whether to participate in the defense at its own expense or not.

5. Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Database.

Party B makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Database, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Database are provided on an "as is" basis, and Party B disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Database or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Party B makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Party B further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

6. Usage Data and Confidentiality of User Data: Party B agrees to provide both composite use data for the participating campuses and itemized data for each campus upon request. Use data should include number of user sessions (log-ins), number of searches, number of downloaded full-text items, and retrieved word frequency data. Party B shall maintain the confidentiality of any data relating to the usage of individual Authorized Users and shall not provide this data to any third party.

7. Notice of Terms of "Click-Through" License Terms. In the event that Party B requires Authorized Users to agree to terms relating to the use of the Database before permitting Authorized Users to gain access to the Database (commonly referred to as "click-through" licenses), Party B shall provide Party A with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.

8. Provision of Notice of License Terms to Authorized Users. Party A shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Database is granted under this Agreement including, in particular, any limitations on access or use of the Database as set forth in this Agreement.

9. Provision of Notice of Intellectual Property Right to Authorized Users. Party A shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Database. Party A shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Party B in the Database. Party A shall promptly notify Party B of any infringement that comes to Party A's attention, and take appropriate steps to avoid its recurrence.

10. Protection from Unauthorized Use. Party A shall use reasonable efforts to protect the Database from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Database by an Authorized User, (a) Party B may terminate such offending Authorized User's access to the Database, (b) Party B may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized

use occurred, and/or (c) Party A shall terminate such Authorized User's access to the Database upon Party B's request.

11. Notwithstanding anything else in this Agreement, and subject to clauses I.4 and I.5, Party B hereby grants to Party A a nonexclusive, royalty-free, perpetual license (limited to non-commercial academic research and other educational purposes) to use the licensed material of the database purchased by Party A from Party B during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Party A shall have access to such Database shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

III. Exceptions Clause

1. Some owners of copyright are unable to identify because the article wrote during 1911-1949 was in the remote past. According to the Copyright Law, in the event that the owner(s) of copyright or judicial department or administrative department requires Party B to stop the publication of the related articles in the database, Party B is entitled to renew the database and promises that the total amount of data after modification will not be less than the amount that Party A purchased. This is not deemed as a breach and does not need to be compensated to Party A. Where possible, Party B will inform Party A about any major changes of the contents that have been removed from or added to the database with a minimum of 15 days' notice to Party A.

IV. Force Majeure Clause

1. Party B should ensure Party A's normal operation and function of the database which Party A has purchased. If database service is halted because of Force Majeure, the two parties agree to resolve under the terms and conditions set below.
2. "Force Majeure" should mean any events which are beyond the control of the parties to this contract, and which are unforeseen, unavoidable or insurmountable, and which prevent total or partial performance by either of the parties. The event including but not limited to failure of the internet which is not due to Party A, earthquake, typhoon, flood, fire or other disaster, war, strike, power failure,

hacker, the modification of law or regulation or other objective circumstances that are unforeseeable, unavoidable and insurmountable.

3. In the event that the agreement is unable or unnecessary to perform due to Force Majeure or other unexpected event, both parties should negotiate to solve. The party who suffers from Force Majeure or other unexpected event and fails to perform or delays to perform or terminates to perform the whole or part of the agreement should supply the formal written official document(s) , within 20 days when Force Majeure or other unexpected event occurs, to prove the detail of the event and to describe the reason why the agreement or part of the agreement cannot be executed or needed to be executed later and both parties should negotiate whether to delay perform or terminate the agreement.

In case that the agreement is not able to be performed because of Force Majeure, the party who is unable to perform or delay to perform shall be exempted from the liability.

V. General

1. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
2. 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.
3. 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.
4. If any provision or provisions of this Agreement shall be held through legal means 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.
5. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

VI. Supplementary Clause

1. This Agreement is valid if five or more American universities sign the relevant agreement(s) with Party B before June 30, 2013. Party B confirms that a sufficient number of such agreements have already

been signed.

2. This agreement is made in 2 copies. Party A holding 1 copy and Party B holding 1 copy. The agreement comes to effect when duly signed.

3. In case of any controversy or dispute arising from or in relation to this agreement, the Parties shall seek to resolve the matter amicably through discussion and negotiation

4. Notices:

Party A: University of California Irvine, *Party B:* Shanghai Tuqing Information Co., Ltd
University of California Los Angeles,
University of California Santa Barbara, and
University of California San Diego

Representative: [REDACTED]

Representative:

Address: UCI Libraries

Address: 1555 Huaihai Zhonglu, Shanghai, China

PO Box 19557, Irvine CA, USA

Zip code: 92623-9557

*Zip code :*200031

Bank:

Bank Information:

022210 Huaihai Zhong Road No.2 Sub-Branch,
Shanghai Branch, Industrial and Commercial
Bank of China

Account number:

Account number: [REDACTED]

Telephone: [REDACTED]

Telephone: [REDACTED]

Fax: [REDACTED]

Fax: [REDACTED]

E-mail: [REDACTED]

E-mail: [REDACTED]

Sign: [REDACTED]

Signature: [REDACTED]

Date: 12/22/2014

Date: 2014.12.25

Appendix A

Campuses of the University of California system comprising Party A:

University of California Irvine

University of California Los Angeles

University of California Santa Barbara

University of California San Diego

Appendix B
IP Address Ranges

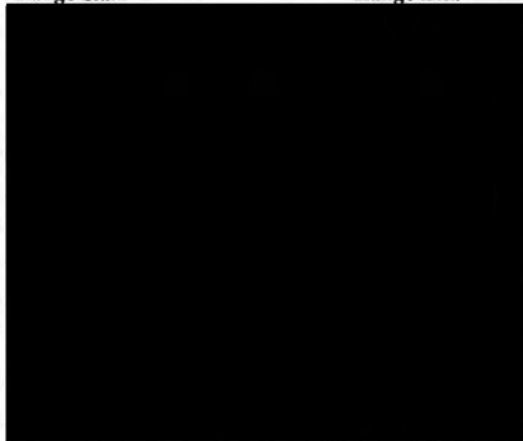
Irvine (UCI)
Range Start

Range End



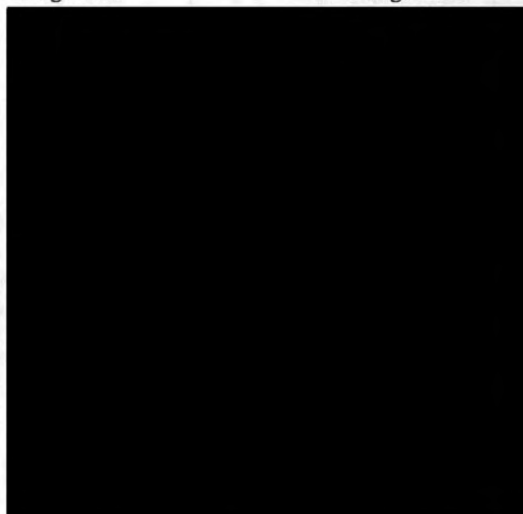
Los Angeles (UCLA)
Range Start

Range End



San Diego (UCSD)
Range Start

Range End





Santa Barbara (UCSB)

Range Start

Range End

