

Founder Apabi D-Lib.

CONTRACT

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Contract Number:

Party A: China International Book Trading Corporation

Address: 35, Chegongzhuang Xilu, Beijing, China 100044

Legal Representative:

Telephone: +86 10 68433037

Fax: +86 10 68412023

Party B: Regents of the University of California

Address: c/o UCLA Library

11334 YRL, Box 951575, Los Angeles, CA 90095, USA

Legal Representative:

Telephone: 1-310-206-9606

Fax: 1-310-206-4960

This contract is entered into by and between China International Book Trading Corporation hereinafter referred to as Party A, incorporated under Chinese Contract Law and correlative Chinese laws, and the Regents of the University of California hereinafter referred to as Party B, incorporated under California Laws.

This contract and its appendix set forth the terms and conditions pursuant to which product of Founder Apabi D-Lib will be sold by Party A to Party B.

In consideration of the mutual agreements, representations, warranties and covenants herein contained, both parties hereto agree as follows:

1. Party B agrees to buy the following products from Party A, and promises to abide by the

prescription and provisions of this contract.

Founder Apabi Products List

Item	Unit Name	Description	Order
Apabi D-Lib.	D-Lib.	eBook Management and Lending Management	√
Apabi Reader	Reader	Read & manage various format eBooks	FOC
Apabi eBooks		See detailed eBook list	√
Retrieval Engine	Retrieval	Search in multi-database	√
Order Mode: (The minimum amount for the first purchase is USD [redacted])	[redacted]	[redacted]	√
Total price(USD)	Minimum USD [redacted] Minimum US [redacted]	[redacted]	

2. Definition

- 1) Product means Apabi D-Lib software, documentation, accessories, supplies, parts and upgrades that are determined and supplied by Beijing Founder Apabi Technology Limited company to be available from Beijing Founder Apabi Technology Limited company upon receipt of customer's order.
- 2) Support means software maintenance and repair; software updates and maintenance; training; and other standard support services provided by Beijing Founder Apabi Technology Limited company.
- 3) Use means storing, loading, installing, executing or displaying software on a service.
- 4) FOC means using upgraded versions of Apabi D-Lib free of charge.
- 5) Appendix means attachments that describe or otherwise apply to the sale of the product or support of it.

3. Authorized Users

Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

4. Total amount of the Contract:

- 1) The amount is calculated based on the eBook list price, [REDACTED] and that Clause 16 describes the discount schedule to be applied in terms of actual payment amount due.
- 2) The total amount of this contract is a minimum of US dollars [REDACTED]

5. Payments and Delivery:

- 1) Payments: Party A shall inform Beijing Founder Apabi Technology Limited company to make access to the above products by ASP service within 7 working days after this contract is signed. Party B shall pay Party A the contract amount due within 30 working days after this contract is signed. Payments for future purchasing orders shall be made based on future arrangements.
- 2) Payments shall be made by bank checks.
- 3) Party A shall inform Beijing Founder Apabi Technology Limited company to make access to ebooks ordered by Party B within 5 working days after it receives a firm order from Party B.

6. ASP Service:

- 1) Party A shall notify in written form Beijing Founder Apabi Technology Limited company open the Apabi D-Lib. website to Party B so that Party B can access and utilize the purchased product.
- 2) Party A and Beijing Founder Apabi Technology Limited company shall provide continuous access and maintenance without further charges for purchased ebooks in this contract.
- 3) Party A shall provide Party B technical support in accordance with the product sold.

7. Quality Term

Party A shall guarantee that the provided products are corresponded in all respects with the quality and specification as the promissory model.

8. Intellectual Property Right

- 1) The sole copyright of the products under this contract is owned by Beijing Founder Apabi Technology Limited company. All the correlative intellectual property rights thereof also belong to Beijing Founder Apabi Technology Limited company. The intellectual property rights are protected by Chinese laws and international conventions.
- 2) Party B has the right to fair use the product under this contract. Party B shall not rent, lease, give, or further distribute the product or any copy thereof to any third party.
- 3) Party B should use the product in good faith. Party B agrees not to modify, adapt, traverse or otherwise attempt to conduct the infringement to the intellectual property right associated with the product.
- 4) Party A shall be solely responsible for ensuring that the use of the product shall conform in all respects with the applicable laws and this contract.
- 5) Party B shall not, and shall not attempt to, register any trademarks, company names, domain names, trade names, product names and or other similar names that are owned or used by Party A without Party A's written permission. Party B shall not attempt to develop any products or services that contain the look and feel of any of Party A's product and service, not including handouts, brochures and promotional materials. Party B acknowledges and agrees that any violation by Party B shall give Party A the right to terminate this contract.

9. Technical Support and Post-sale Service:

- 1) Beijing Founder Apabi Technology Limited company guarantees to provide lifetime technic maintenance for the product sold to Party B.
- 2) Party A promises providing unlimited concurrent access to Party B based on the IP address provided by Party B.

Party A grants Party B one concurrent access to each ebook as borrowing limit unless multiple copies are purchased. The term of bollowing shall be set by Party B and programed by Part A.

- 3) Party A promises to solve any problem interfering the normal operation by Party B

within two business days anytime when the problem happens to ASP server in Beijing.

Party A has the responsibility to inform Party B after any problem is solved.

- 4) Party A shall provide free upgraded versions of the product to Party B .
- 5) Party B can obtain technical support according to the following information:

Hot line: +86 10 82179966, 9:00~18:00 Beijing time/working day.

ApabiSupport email: apabi520@founder.com Respond within one working day.

10. Property

The ownership of the product shall not be abalienated unless Party B fulfills the total payment. Party A has the right to stop providing ASP service if Party B fails to fulfill the total contract value in stipulated time. Party B shall compensate the loss caused by breach of contract, including, without limitation, the penalty for the breach and correlative fee.

11. Termination

- 1) Party B may terminate this contract by providing the other party with a written notice at least 60 days in advance.
- 2) Party A may terminate this contract by providing the other party with a written notice 60 days in advance due to the event that Party B fails to pay any amount due.

12. Indemnity

- 1) Party A shall bear the liability by continuing to perform the obligations, taking remedial measures, or compensating for losses under the condition of performing its obligations of delivery beyond the time limit, or provided products fail to meet the quality requirements, except for the only reason of force majeure.
- 2) Party B shall inspect the products within 30 days after receiving them. Party B has the right to terminate this contract when modification of the product is not according to the promissory model. Party A shall reimburse the payment and compensate the loss of Party B.
- 3) Party B shall bear the liability if it delays or fail to make payment except for the force majeure. Party B shall disburse the charge for the breach of the Contract a [REDACTED] of the

total amount of unpaid payment. Party A has the right to terminate this contract when the delay is over 30 days. Party B shall be responsible for all the losses.

- 4) Party A shall demand compensation if Party B does not abide by Article 12 hereof.
- 5) Party A shall demand compensation or terminate this contract if Party B inappropriately empower or allow a third party to use the products provided by Party A.

13. Force Majeure

Either party shall not be responsible if it is unable to fulfill this contract due to force majeure. Force majeure as used herein means objective situations which cannot be foreseen, avoided or overcome, as typhoon, earthquake, flood, transformation of government policy, Strike, riot, war, etc.

Either party that is unable to fulfill this contract due to force majeure shall notify the other party in time in order to reduce losses possibly inflicted the other party, and it shall submit the other party details of the occurrence of the force majeure and a certificate of the accident issued by competent government authorities.

The parties shall therefore negotiate a solution, exempting the obligations in whole or in part.

14. Dispute Settlements

All disputes arising from the execution of, or in connection with this contract, shall be settled amicably through friendly negotiation between both parties. In case no settlement can be achieved through negotiation, the case shall be submitted to **the American Arbitration Association** for arbitration. The arbitrament is binding on both parties and the lose party shall bear the arbitration fee.

15. Modification or Amendment

- 1) Either party who wants to amend this contract should get consent from the other party in advance. The contract shall be amended by an appendix signed by both parties.
- 2) Any changes or modifications to the terms of this contract or the appendix shall only be

valid by a written document signed by authorized representatives of both parties.

16. Others

- 1) Part A shall welcome other member libraries of UC joining the Apabi D-lib of Part B, with the same privileges including [REDACTED] for one-time ebooks' service fee. Both parties will discuss the specifics when additional member libraries of UC join the purchase.
- 2) As this contract signed by a duly authorized representative of each party, Part B confirms it as a firm order (both a facsimile copy and an original eBook order are considered as a firm order).
- 3) Then D-lib system of Founder should provide borrowing, searching, recommendation, classification, statistics, etc. for eBooks. It could provide MARC21 records and replace the LOGO for the Party B as required.
- 4) Part A shall supply Part B with a set of MARC 21 bibliographic records without LC classification and subject heading of licensed materials, including bibliographic data in both Chinese script and in Romanized form, and a working URL for each title, to support Part B's intranet system integration requirement. These MARC records shall be provided on a fee free basis and continue to be free of charge with future purchase.
- 5) Party A shall provide Party B the eBooks' CD or DVD for back up without charge.
- 6) This contract is not intended to confer any benefit on any person or entity not a party hereto.
- 7) Any notice, demand, request, consent or other inform required or permitted to be given under this contract shall be in writing and sent by hand delivery, special courier capable of confirming receipt, or facsimile or e-mail to a non-individual-specific e-mail address if receipt is confirmed. Both parties agree that a notice is not deemed effective if receipt is not confirmed. Notice will be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third day after delivery to the courier; and if sent by facsimile or e-mail to a non-specific e-mail address, on the date transmitted if the sender receives confirmation that such transmission is received during the notified party's normal business hours, otherwise on the notified

party's next normal business day.

- 8) The appendix of this contract is part of this contract and shall be binding on both parties and has the same force and effect as the signed original.
- 9) This contract is made out with each party keeping one copy.

17. Validity of the Contract

- 1) This contract is signed in on .
- 2) The contract shall become effective on the date it is signed by authorized representatives of both parties.

Party A: China International Book Trading Corporation

(Stamp)



Signature:

Address: 35, Chegongzhuang Xilu, Beijing, China 100044

Telephone: +86 10 68433037

Fax: +86 10 68412023

Bank: Industrial and Commercial Bank of China, Beijing
Municipal Branch, Gong Zhu Fen Branch

A/C No:(USD) 0200004609116004454

Swift Code: ICBKCNBJBJM

Party B: Regents of the University of California

Signature:



Address: c/o UCLA Library, 11334 YRL, Box 951595, Los Angeles, CA 90095, USA

Telephone:



Fax:



Bank:

Appendix A eBook Order Form

Items	No. of Books	Price
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Apabi eBooks		Minimum US	
Grand List Price		Minimum US	
S	US\$		
Grand Total (USD)		Minimum US	