

TONGFANG KNOWLEDGE NETWORK TECHNOLOGY CO., LTD. BEIJING
GLOBAL CORPORATE LICENSE AGREEMENT

FOR THE

CHINA NATIONAL KNOWLEDGE INFRASTRUCTURE

This Agreement becomes effective January 1, 2014 ("Effective Date") between Tongfang Knowledge Network Technology Co., Ltd. Beijing, a database provider established and existed under the law of China, with the headquarter office at Huaye Building, Haidian District, Beijing 100084, China("Licensor") and The Regents of the University of California, with principal offices at California Digital Library, UC Office of the President, 415 20th Street, 4th Floor, Oakland, California 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:

I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials comprising this Agreement consist of articles from the Licensor's China National Knowledge Network (CNKI) platform and individual databases contained within.

Licensed Materials. 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.

Licensee acknowledges that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain expressly with the respective publishers and Licensor. Neither Licensee nor its Authorized Users shall have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive, perpetual, worldwide and non-transferable use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

II. FEES; TERMS OF PAYMENT

All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor, but no earlier than thirty (30) days before renewal.

Perpetual License. Licensor hereby grants to Licensee a non-exclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement,

Licensor: Tongfang Knowledge Network Technology Co., Ltd. Beijing

Licensee: Regents of the University of California. CDL

which provisions shall survive any termination of this Agreement. Except in the case of termination for cause, Licensor shall provide the Licensee with access to the Licensed Materials in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

In the event of subscription cancellation for any reason, Licensee may continue to access the Licensor's server to retrieve that portion of the Licensed Materials which it has paid for earlier, subject to an annual maintenance fee based upon a percentage of the annual subscription cost to be mutually agreed upon. The Licensee, alternatively, may opt to receive the Licensed Materials, or access them through a trusted third-party archiving service. Licensor may impose a reasonable service fee to reflect handling and shipping costs for providing media in a mutually agreed upon format.

III. COPYRIGHT

Both parties to this Agreement acknowledge that copyright of the Licensed Materials rests exclusively with the respective publishers and the Licensor.

IV. SCOPE OF LICENSE; ACCESS

Means of Authentication. Licensee and Authorized Users may access the Licensed Materials automatically and directly on the Internet by Internet Protocol (IP) address authentication from the IP address ranges registered to Licensee listed on Schedule 2.

If a proxy server is being registered for access, Licensee agrees to maintain the security of the access by Authorized Users before allowing use of the proxy to any remote or on-site user.

Definitions of Authorized Users:

Authorized Users. "Authorized Users" are:

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. [For campus locations see Appendix B.](#)

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

Authorized Uses. Licensee's Authorized Users may make all use of the Licensed Materials that is consistent with U.S. copyright law.

Terms of Access. Access by Licensee's Authorized Users to the Licensed Materials is hereby granted via a series of user names and passwords supplied by the Licensor, or automatically via a proxy address supplied to the Licensor, provided Licensee limits remote proxy access only to Authorized Users.

The Licensed Materials may be used for research, education or other non-commercial use as follows:

- a) Display. Authorized Users shall have the right to electronically display the Licensed Materials.
- b) Digital and Print Copies. Authorized Users may download, print, and digitally copy or otherwise reproduce by photocopies a reasonable portion of the Licensed Materials.
- c) Caching. Authorized Users may make local digital copies of the Licensed Materials in order to ensure efficient use by Authorized Users by appropriate browser or other software.
- d) Collections of Information. Authorized Users shall be permitted to extract or use information contained in the Licensed Materials 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.
- e) Course Packs. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.
- f) Course Reserves (Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California.
- g) 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 Licensor does not use the OpenURL standard, Licensor staff will provide information to Licensee upon request to assist the Licensee in creating links directly from UC's library catalogs and licensed resources to the content at the journal, issue and article levels.
- h) Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for

personal use or scholarly, educational, or scientific research or professional use but in no case for resale. Authorized Users also have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

- i) 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 on the platform provided by the Licensor.
- j) Interlibrary Loan. Using electronic, paper, or intermediated means, Licensee at its discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works. The number of Interlibrary loan should not exceed 150 articles/year.

Amount of Authorized Use.

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Licensed Materials.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use. Licensee shall not knowingly permit access by other than Authorized Users to the Licensed Materials, and will not be held responsible for unauthorized use, provided the Licensee promptly notifies the Licensor of any such use of which it becomes aware and undertakes reasonable efforts to cause such activity to cease.

Modification of Licensed Materials. Licensee shall not modify or create any independent derivative works of the Licensed Materials without express written permission.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes and Proprietary Rights. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form. Licensee acknowledges that the Licensed Materials are proprietary to Owner and shall remain the exclusive property of Owner, and that the Licensee has no vested rights therein other than as set forth herein.

VI. LICENSOR PERFORMANCE OBLIGATIONS

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to the Licensee's Authorized Users via secure servers on Licensor's premises.

Interface and Documentation. Licensor will provide and maintain a Chinese or English language interface, associated help files and other appropriate user documentation.

Printing. Licensor shall provide Licensee's Authorized Users with the ability to print from the site.

Support and Training. Licensor will provide appropriate training and will offer reasonable levels of continuing support to assist Authorized Users in use of the Licensed Materials, making personnel available for feedback, problem-solving, or general questions.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server has sufficient capacity and rate of connectivity to provide the Licensee's Authorized Users with a quality of service comparable to current standards in the online information industry.

Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% uptime per month. The 2% downtime includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled downtime will be performed at a time to minimize inconvenience to Licensee and its Authorized Users. Licensor shall notify Licensee promptly of all instances of system unavailability that occur outside the Licensor's normal maintenance window and use reasonable effort to provide advance notice of hardware or software changes that may affect system performance.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

Notification of Modifications of Licensed Materials. 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. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee except regular changes by daily or monthly update. If any modifications render the Licensed Materials less useful to the Licensee or its Authorized Users, the Licensee may treat such modifications as a material breach subject to the Early Termination provisions of this Agreement below. Further, Licensor shall notify Licensee as soon as possible when the URLs and server domain names that affect Licensee's access are modified.

Completeness of Content. Where possible, Licensor shall inform Licensee of instances where online content materially differs from the print versions of the Licensed Materials, and shall undertake reasonable efforts to deliver the Licensed Materials completely and accurately.

Continued Training. Licensor will provide regular system and project updates to Licensee as they become available. Licensor will provide additional training made necessary by any such updates or modifications to the Licensed Materials or any Licensor software.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation

Withdrawal of Licensed Materials. Licensor reserves the right 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. Licensor shall give written notice to the Licensee of such withdrawal no later than thirty (30) days following the removal of any item pursuant to this section. If any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized Users, Licensor shall reimburse Licensee in an amount that the withdrawal is proportional to the total Fees owed by Licensee under this Agreement.

Notice of Terms of "Click-Through" License Terms. 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), Licensor shall provide Licensee 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.

Usage Statistics. Licensor must provide both composite use data for the system-wide CDL and itemized data for individual campuses, on a monthly basis. Use data should be

at the level of detail required for objective evaluation of both product performance and satisfaction of user needs, including title-by-title use of journals. Providers should follow the International Coalition of Library Consortia (ICOLC) "[Guidelines for Statistical Measures of Usage of Web-Based Information Resources](#)" or provide information in compliance with COUNTER or other recognized international standard.

VII. LICENSEE PERFORMANCE OBLIGATIONS

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

Protection from Unauthorized Use. Licensee shall implement reasonable procedures to restrict access to the Licensed Materials to Authorized Users, and shall bear complete responsibility for verifying the status of Authorized Users.

VIII. MUTUAL PERFORMANCE OBLIGATIONS

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

Cure Activities. In the event of any unauthorized use of the Licensed Materials by an Authorized User, Licensee shall cooperate with Licensor in the investigation of any unauthorized use of the Licensed Materials of which it is made aware and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence. Licensor may terminate such Authorized User's access to the Licensed Materials after first providing reasonable notice to Licensee (in no event less than two (2) weeks) and cooperating with the Licensee to avoid recurrence of any unauthorized use.

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of Authorized Users relating to the usage of the Licensed Materials. Raw usage data relating to the identity of specific users and/or uses, shall not be provided to any third party.

IX. TERM

The License granted herein shall commence on the Effective Date and shall be irrevocable and perpetual unless terminated in accordance with the terms of this Agreement.

Licensor Tongfang Knowledge Network Technology Co., Ltd. Beijing

Licensee Regents of the University of California, CDL

X. 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.

XI. EARLY 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 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 Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

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.

XII. WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has secured any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

Indemnification

The Licensor shall indemnify and hold Licensee 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 Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this Agreement. NO LIMITATION OF

LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIII. LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement, except the intellectual property indemnity clause set forth in Article XII:

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 Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, 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. Licensor will have no liability to any person for any loss or damage arising out of use of, or inability to use the Licensed Materials.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XIV. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

XV. ENTIRE AGREEMENT

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

XVI. AMENDMENT

Licensor Tongfang Knowledge Network Technology Co., Ltd. Beijing

Licensee Regents of the University of California, CDL

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.

XVII. SEVERABILITY

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way invalidate any remaining provision hereof.

XVIII. WAIVER OF CONTRACTUAL RIGHT

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.

XIX. NOTICES

All notices given pursuant to this Agreement shall be in writing and shall be deemed received within five (5) 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 change its Notice Address by written notice to the other party.

If to Licensor:

Tongfang Knowledge Network Technology Co., Ltd. Beijing
A2 Bldg, Dongsheng Science Park, 66 Xixiaokou Rd., Haidian
Beijing
China
100192

If to Licensee:

University of Office of the President
California Digital Library
415 20th Street, 4th Floor
Oakland,
USA
Attn: Licensing Dept.

Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in shall have jurisdiction to hear any dispute under this Agreement.

Licensor Tongfang Knowledge Network Technology Co., Ltd. Beijing

Licensee Regents of the University of California, CDL

Notice of the Use of Digital Rights Management Technology

In the event that Licensor utilizes any type of digital rights management technology to control the access or the usage of Licensed Product, Licensor agrees to notify Licensee of the name, contact information and any technical specifications for the digital rights management technology utilized.

Notice of the Use of Digital Watermarking Technology

If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Product, Licensor agrees that watermarks will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, Licensor agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

IF TO TONGFANG KNOWLEDGE NETWORK TECHNOLOGY CO., LTD. BEIJING:

BY: [Text deleted]

DATE: June 20, 2012

Signature of Authorized Signatory of Licensor

Print Name: [Text deleted]

Title: Deputy Director, Direct Sales Division Oversea Information Branch,
Tongfang Knowledge Network Technology Co., Ltd. Beijing.

Address: Huaye Building, Haidian District, Beijing 100084, China

Telephone: [Text deleted]

Facsimile: 0086-010-62791944

E-mail: [Text deleted]

IF TO LICENSEE:

BY:

DATE: 6-20-12

Signature of Authorized Signatory of Licensee

[Text deleted]

Print Name:

Title: Executive Director, California Digital Library

Address: 415 20th Street, Fourth Floor, Oakland, CA 94612 USA

Telephone: [Text deleted]

Facsimile: 510.893.5212

E-mail: [Text deleted]

SCHEDULE 1

LICENSED MATERIALS & PAYMENT

1. Licensed Materials:

Database	
National Population Census of China Database (NPCC-Web/ NPCC – CD ROM)	
Series/Contents	Year Coverage
Major Figures on 2010 Population Census of China	2010
Tabulation on the 2010 Population Census of the People's Republic of China	2010
Tabulation on the 2010 Population Census of the People's Republic of China By County	2010
Tabulation on the 2010 Population Census of the People's Republic of China By Township	2010
Tabulation on the 2010 Population Census of Anhui Province	2010
Tabulation on the 2010 Population Census of Beijing Municipality	2010
Tabulation on the 2010 Population Census of Chongqing Municipality	2010
Tabulation on the 2010 Population Census of Guangdong Province	2010
Tabulation on the 2010 Population Census of Fujian Province	2010
Tabulation on the 2010 Population Census of Guangxi Zhuang Autonomous Region	2010
Tabulation on the 2010 Population Census of Gansu Province	2010
Tabulation on the 2010 Population Census of Guizhou Province	2010
Tabulation on the 2010 Population Census of Hebei Province	2010
Tabulation on the 2010 Population Census of Hainan Province	2010
Tabulation on the 2010 Population Census of Hunan Province	2010
Tabulation on the 2010 Population Census of Hubei Province	2010
Tabulation on the 2010 Population Census of Henan Province	2010
Tabulation on the 2010 Population Census of Heilongjiang Province	2010
Tabulation on the 2010 Population Census of Jilin Province	2010
Tabulation on the 2010 Population Census of Jiangsu Province	2010
Tabulation on the 2010 Population Census of Jiangxi Province	2010
Tabulation on the 2010 Population Census of Liaoning Province	2010
Tabulation on the 2010 Population Census of Inner Mongolia Autonomous Region	2010
Tabulation on the 2010 Population Census of Ningxia Hui Autonomous Region	2010
Tabulation on the 2010 Population Census of Qinghai Province	2010
Tabulation on the 2010 Population Census of Sichuan Province	2010

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Tabulation on the 2010 Population Census of Shandong Province	2010
Tabulation on the 2010 Population Census of Shanghai Municipality	2010
Tabulation on the 2010 Population Census of Shaanxi Province	2010
Tabulation on the 2010 Population Census of Shanxi Province	2010
Tabulation on the 2010 Population Census of Tianjin Municipality	2010
Tabulation on the 2010 Population Census of Tibet Autonomous Region	2010
Tabulation on the 2010 Population Census of Xinjiang Uygur Autonomous Region	2010
Tabulation on the 2010 Population Census of Yunnan Province	2010
Tabulation on the 2010 Population Census of Zhejiang Province	2010
Tabulation on the 2010 Population Census of Tianjin Binhai New Area	2010
Tabulation on the 2010 Population Census And Survey of Xinjiang Production And Construction Corps	2010
Tabulation on the 2010 Population Census of Ningbo Municipality	2010
Tabulation on the 2010 Population Census of Shenzhen Baoan	2010
Total: 39 Titles, 123 volumes	
Access Period: Perpetual	
Concurrent Users: 200 <i>unlimited</i>	

2. Fees and Payment

[Text deleted]

2.1 The sum of _____ due within forty-five (45) days from the effective date of this Agreement is calculated as follows:

2.2 Payment of [Text deleted] shall be remitted in full to below bank except other notices from the Licensor.

BENEFICIARY'S BANK: BANK OF CHINA BEIJING BRANCH NO.2 CHAO YANG MEN NEI DA JIE, DONG CHENG DISTRICT, BEIJING 100010, CHINA

SWIFTCODE: [Text deleted]

ACCOUNT NO. [Text deleted]

BENEFICIARY: KNOW CHINA TECHNOLOGY CO., LTD.

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IF TO TONGFANG KNOWLEDGE NETWORK TECHNOLOGY CO., LTD. BEIJING:

BY: [Text deleted] DATE: June 29, 2010
Signature of Authorized Signatory of Licensor

Print Name: [Text deleted]
Title: Deputy Director, Direct Sales Division Oversea Information Branch,
Tongfang Knowledge Network Technology Co., Ltd. Beijing.
Address: Huaye Building, Haidian District, Beijing 100084, China
Telephone: [Text deleted]
Facsimile: 0086-010-62791944
E-mail: [Text deleted]

IF TO LICENSEE:

BY: [Text deleted] DATE: 8-20-14
Sign: _____ f Licensee

Print Name: [Text deleted]
Title: Executive Director, California Digital Library
Address: 415 20th Street, Fourth Floor, Oakland, CA 94612 USA
Telephone: [Text deleted]
Facsimile: 510.893.5212
E-mail: [Text deleted]

SCHEDULE 2

Licensee's Information

IP Ranges/addresses for Licensee:

The Prevailing Operating System of Authorized Users:

Windows system

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

URL: <http://gb.oversea.cnki.net/>

Required Operating System: Windows 98 or above

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IF TO TONGFANG KNOWLEDGE NETWORK TECHNOLOGY CO., LTD. BEIJING:

BY: [Text deleted] DATE: June 26 2010
Signature of Authorized Signatory of Licensor

Print Name: [Text deleted]
Title: Deputy Director, Direct Sales Division Oversea Information Branch,
Tongfang Knowledge Network Technology Co., Ltd. Beijing.
Address: Huaye Building, Haidian District, Beijing 100084, China
Telephone: [Text deleted]
Facsimile: 0086-010-62791944
E-mail: [Text deleted]

IF TO LICENSEE:
[Text deleted]

BY: _____ DATE: 6/26/10
Signature of Authorized Signatory of Licensee

Print Name: [Text deleted]
Title: Executive Director, California Digital Library
Address: 415 20th Street Fourth Floor, Oakland, CA 94612 USA
Telephone: [Text deleted]
Facsimile: 510.893.5212
E-mail: [Text deleted]

Licensor: Tongfang Knowledge Network Technology Co., Ltd. Beijing

Licensee: Regents of the University of California, CDI.