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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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V. SCOPE OF LICENSE.

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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.

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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 its 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.

In the event no funds or insufficient funds are appropriated and budgeted and are not otherwise legally available by any means whatsoever in any fiscal period for payments due under this transaction, the University of California will immediately notify Licensor of such occurrence and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the University of California of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination the University of California shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid.

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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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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.

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.

XIX. SEVERABILITY

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.

XX. WAIVER OF CONTRACTUAL RIGHT

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Room 1212 Tower C, GEM Building
3rd street No 9, Haidian District Shangdi
Beijing 100085
China

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California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612 USA
Attn: Licensing Dept.

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www.dachengdata.com.

Access

Assigned Internet Protocol (IP) addresses. Unlimited simultaneous use.

Host location

Licensor's dedicated server in P R China

Fees

Perpetual Access----

Maintenance Fee----

Update Fee----

Library names & addresses:

California Digital Library
415 20th Street, 4th Floor
Oakland, California 94612 USA

Billing and Invoices:

CDL Acquisitions Specialist

Geisel Library

Univ. of California

9500 Gilman Drive #0175K

La Jolla, California 92093-0175 USA

Telephone:

Email:

Fax:

University of California IP Address Ranges

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Merced (UCM)***Range Start******Range End******Type***

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IP
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Santa Cruz (UCSC)

Range Start

Range End

Type



IP
Proxy
VPN
IP

General Manager

Mr. [Redacted]



email: [Redacted]

Technical support

Mr. [Redacted]

email: [Redacted]



International sales



email: [Redacted]

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: CEO _____

Signature: _____

FOR THE LICENSEE: University of California

Name (in block capitals): _____

Date: 11/1/2012

Position / Title: Executive Director, California Digital Library

Signature: _____