This License Agreement (this "Agreement") is made effective as of 23 March 2015 (the "Effective Date") between China National Publications Import & Export (Group) Corporation Publications Export Centre of 504 An Huali, Andingmen Wai, Beijing 100011, 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:

I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials that are the subject of this Agreement shall consist of:

- Database of Chinese Local Records I Remote Shared Edition (1 simultaneous user)
  (中国方志库初级. 远程联盟型. 一个并发用户)

- Database of Chinese Local Records II Remote Shared Edition (1 simultaneous user)
  (中国方志库二集. 远程联盟型. 一个并发用户)

- Database of Chinese Classic Ancient Books Remote Shared Edition (1 simultaneous user)
  (中国基本古籍库. 远程联盟型. 一个并发用户)

  (hereinafter referred to as the "Licensed Materials").

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

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

II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

Licensee and its Authorized Users granted access to the Licensed Materials on a Licensor host site shall be identified and authenticated by Internet Protocol (IP) addresses provided by Licenses from Internet domains registered to Licensee. Any IP addresses registered must limit access strictly to Authorized Users. Access will be limited to one simultaneous user per database at a time.

Access shall be permitted to the following campuses at the following IP addresses (for campus locations see Appendix A):

Berkeley (UCB)
Range Start

Range End
Irvine (UCI)
Range Start

Los Angeles (UCLA)
Range Start

Merced (UCM)
Range Start

Range Start

Range End

Range End

Range End

3
III. FEES

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

<table>
<thead>
<tr>
<th>Database</th>
<th>Purchase Fee (one-time)</th>
<th>Maintenance Fee (annual)</th>
</tr>
</thead>
</table>

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.

(1) Licensor’s banking account information is as follows. Please make the payment in the amount of USD 640.00 to the following account.

**NAME OF THE BANK:** BANK OF CHINA HEAD OFFICE, BANKING DEPARTMENT

**ADDRESS:** 1 FUXING MENSEI AVE., WEST CITY DISTRICT, BEIJING 100818, CHINA

**ACCOUNT NAME:** CHINA NATIONAL PUBLICATIONS IMPORT & EXPORT GROUP CORPORATION

**ACCOUNT NO. FOR USD:**

**SWIFT CODE:**

(2) The service provider’s banking account information is as followed. Please make the payment of annual maintenance fee in the amount of USD640.00 every year to the following account.

The remittance address of the service provider:

Beneficiary bank:
Bank of Colorado
1102 Lincoln Ave
Fort Collins, CO 80524

Routing number of Beneficiary Bank:
Beneficiary Name:
WenziBase Company
Beneficiary Account:

The tax information of the service provider:

WenziBase Company EIN:
46-4247715

Remit address:
Wenzibase Company
3002 W Elizabeth St., Unit 20F
Fort Collins, CO 80521-7557
USA

Claim address:
Wenzibase Company
3002 W Elizabeth St., Unit 20F
Fort Collins, CO 80521-7557
USA

Return address:
Wenzibase Company
3002 W Elizabeth St., Unit 20F
Fort Collins, CO 80521-7557
USA

Tel: (970)626-6216 E-mail: help@wenzibase.com

IV. AUTHORIZED USE OF LICENSED MATERIALS

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").

Access by and Authentication of Authorized Users. Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Remote access server shall be provided via IP addresses of the Internet. The scope of accessing shall include the LANs appointed by the Licensee. Only one (1)
simultaneous user is allowed.

**Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

**Display.** Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

**Digitally Copy.** Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.

**Print Copy.** Licensee and Authorized Users may print a reasonable portion of the Licensed Materials.

**Recover Copying Costs.** Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

**Archival/Backup Copy.** Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials or portions thereof to be maintained as a backup or archival copy during the term of this Agreement or as required to exercise Licensee's rights under Section XII, "Perpetual Rights", of this Agreement.

In the event the Licensor discontinues or suspends selling or licensing the Licensed Materials, the Licensee may use such archived Licensed Materials under the same terms as this Agreement.

**Caching.** Licensee and 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.

**Collections of Information.** Licensee and 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.

**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.

**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.
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. Licensor does not use the OpenURL standard.

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 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, 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.

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. Only has one simultaneous user for the above databases.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify, manipulate or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

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

Commercial Purposes. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

VI. MUTUAL PERFORMANCE OBLIGATIONS
Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of Authorized Users relating to the usage of the Licensed Materials. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

VII. LICENSOR PERFORMANCE OBLIGATIONS

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

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

Training and Support. Licensor will provide appropriate help to Licensee staff relating to the use of the Licensed Materials. The designated U.S. partner of Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials and make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale.

Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time 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 down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

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, the subscription period will be extended by the same amount of time that the Licensee is unable to normally use the Licensed Digital Publication (note: if the Licensee is at fault for the interruption of normal use, such as network problem or virus infection, the Licensee must solve the problem and bear all consequences).

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 a ninety (90) day notice of any such changes to Licensee. Failure by Licensor to provide such notice shall be grounds for immediate termination of the Agreement by Licensee.

Completeness of Content. Licensor shall use reasonable efforts to ensure that the online content is at least equivalent to print versions of the Licensed Materials, represents complete, faithful and timely replications of the print versions of such Materials, and will cooperate with Licensee to identify and correct errors or omissions.

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

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. The designated U.S. partner of Licensor will provide Usage Statistics. The contact address is as follows. Licensee may request usage statistics by email.

Wenzibase Company
3002 W Elizabeth St., Unit 20F
Fort Collins, CO 80521-7557
USA
Tel: (970)626-6216
E-mail: help@wenzibase.com

VIII. 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 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.

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

Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such offending Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request.

IX. TERM

This Agreement shall continue in effect for one year commencing on the Effective Date.

X. RENEWAL

This agreement shall be renewable at the end of the current term for a successive one year term unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

Licensee should renew the contract with Licensor for the next annual service one month before the expiry day of the current service period. Otherwise, the system will stop all services 10 working days after the expiry day.

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.
XII. PERPETUAL RIGHTS

Licensor hereby grants to Licensee a non-exclusive, royalty-free, perpetual license to access electronically any Licensed Materials made available to Licensee 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. 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. Continuing access may be provided either from the Licensor's server or from a third-party's server.

Licensor will provide Licensee with one (1) copy in a mutually-acceptable format (or grant permission to make one copy) of any Licensed Material holdings that are sold to another publisher/provider or discontinued for any reason, to fulfill Licensee's rights under this Section.

This copy shall be perpetually licensed to Licensee for purposes of education and research according to the terms of use contained in this Agreement, unless such terms are superseded by a later agreement.

XIII. 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 obtained 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.

XIV. LIMITATIONS ON WARRANTIES

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 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.

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 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. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. INDEMNITIES

The Licensor owns all the intellectual property rights (including the publishing right, trademark right, copyright of software package and copyright of database) to the Licensed Digital Publication, and such intellectual property rights are protected by Chinese intellectual property laws and international intellectual property treaties. No corporate body or individual may install, use, pirate, counterfeit, disseminate, or sell the Licensed Digital Publication without authorization of the Licensor, and those who breach the provisions shall be prosecuted.

The Licensed Digital Publication and the rights granted to the Licensee by the Licensor does not constitute an infringement upon the inventors' rights, copyright, trademark, commercial secrets of third parties or other ownership rights or agreements.

In no event shall the Licensor bear any legal responsibility for any damage to third parties caused by reasons beyond its control (including, but not limited to, electronic or machine faults, problems of communication and telecom and other problems of connection, unauthorized connection, theft and error in operations, etc.).

In no event shall the Licensor bear any legal responsibility for any damage to third parties (including, without limitation, the damage or loss of materials, loss of program, loss of business or reputation and other losses) caused by use or out-of-use of the Licensed Digital Publication.

XVI. ASSIGNMENT AND TRANSFER

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.

XVII. 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 California shall have jurisdiction to hear any dispute under this Agreement.

XVIII. DISPUTE RESOLUTION

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than sixty (60) days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.
XIX. 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, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business 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 U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensor:
China National Publications Import & Export (Group) Corporation
Publications Export Center

16
XXV. 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.

XXVI. 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 be visible to the human eye and will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address.
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorized representatives as of the date first above written.

LICENSOR: China National Publications Import & Export Corporation
Publications Export Centre at NO. 46 Anhui Avenue, Andingmen Wan, Beijing 100014, China

BY: 
Signature of Authorized Signatory of Publisher
Print Name: 
Title: 
Telephone No.: 
Email: 
DATE: March 22, 2015

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BY: 
Signature of Authorized Signatory of Licensee
Print Name: 
Title: Interim Licensing Librarian
Telephone No.: 
Email: 
DATE: March 26, 2015
Appendix A

Campuses of the University of California

University of California, Berkeley
University of California, Irvine
University of California, Los Angeles
University of California, Merced
University of California, Riverside
University of California, San Diego
University of California, Santa Barbara
University of California Office of the President