

LICENSE AGREEMENT

THIS AGREEMENT IS AGREED on May 15th, 2023.

BETWEEN

1 Tongfang Knowledge Network Technology Co., Ltd. (Beijing) ("Licensor"), a database provider established and existed under the law of People's Republic of China ("PRC"), with the headquarter office at [REDACTED]

and

2 University of California, San Diego ("the Licensee"), an institution established and existed under the law of California with the office at 9500 Gilman Dr., La Jolla, San Diego, CA 92093.

Concerning **Chinese Language & Culture Library (CLCL)**,

Whereas,

- A. Licensor is a PRC company engaged in businesses of digital publishing and distribution of academic literatures.
- B. The Licensee is a public research university located in San Diego, California.
- C. Subject to the terms and conditions set forth in this Agreement, the Licensee wishes to obtain a license to access to certain academic literature distributed by the Licensor and the Licensor agrees to grant the license on a fee-charge basis.

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

Authorized User	Authorized Users are the full-time and part-time students, faculty, staff, and researchers of the Licensee and individuals who are independent contractors or are employed by independent contractors of the Licensee affiliated with the Licensee's locations listed on Schedule 2 and individuals using computer terminals within the library facilities at the Sites permitted by the Licensee to access the Subscribed Products for purposes of personal research, education, or other non-commercial use ("Walk-in
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	Users”).
CLCL	Chinese Language & Culture Library (Web version).
Data	Data refers to text, images, materials, photos, audio, video, and all other forms of data or communications recorded in electronic or any other formats, including personal data and non-personal data.
Commercial Use	Use for the purposes of monetary reward (whether by or for the Licensee or Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials.
Database	The substantive database created by the Licenser through selection and arrangement of materials which contains Licensed Materials, as specified in Schedule 1.
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.
Secure Network	A network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users whose conduct is subject to regulation by this Agreement.
Subscription Period	That period nominally covered by the volumes and issues of the Licensed Materials listed in the Schedule 1, regardless of the actual date of publication.
Effective Date	The subscription starting date of this Agreement.
Initial Term	The first subscription period of this Agreement.

2. COPYRIGHT OF Licensed Materials

Licensor reserves the intellectual property right and copyright of the Licensed Materials, neither the Licensee nor any third party may:

2.1 remove or alter the authors’ names or Licensor’s copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

2.2 substantially or systematically make print or electronic copies of multiple extracts of the Licensed Materials for any commercial purpose;

2.3 mount or distribute any part of the Licensed Materials on any electronic network, including but not limited to the Internet and the World Wide Web, other than the Secure Network.

3. USER LICENSE

3.1 Licensor grants to the Licensee a non-exclusive, non-transferable license to give Authorized Users access to the Licensed Materials via a Secure Network solely for the purposes of research,

teaching or private study, subject to the terms and conditions of this Agreement, and the Licensee agrees to pay the Subscription Fee.

3.2 In order to perform the license, Licensor should provide the Licensed Materials to the Licensee in the following manner: authorized remote access to the Licensed Materials by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords so that the Licensee and Authorized Users can log in the Database and access the Licensed Materials, on the condition that all prerequisite(s) for the Licensor to provide Licensed Materials to Licensee under applicable laws and regulations (if any) have been fulfilled.

3.3 The Licensee agrees that Authorized Users may access and/or store downloaded Licensed Materials only in the private library of a social network and only for personal use during and after the Term.

3.4 Under such license granted, the Licensee is permitted to:

3.4.1 Access, search, browse and download Licensed Materials in the Database.

3.4.2 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

3.4.3 In the event of subscription cancellation in lieu of renewal, the access will be terminated at once.

4. LICENSER’S UNDERTAKINGS

4.1 Licensor warrants that using Licensed Materials in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party. Licensor shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this Agreement.

4.2 Licensor will make the Licensed Materials accessible to the Licensee and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

4.3 Licensor shall reserve the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to provide, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Licensor shall give written notice to the Licensee of such withdrawal.

4.4 provide the Licensed Materials, notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty (30) days of such notice treat such changes as a breach of this Agreement under clauses in TERM AND TERMINATION.

5. LICENSEE’S UNDERTAKINGS

5.1 The Licensee shall:

5.1.1 Use reasonable endeavors to ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions that the Licensee imposes for failing to do so;

5.1.2 notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorized use or other breach of this Agreement;

5.1.3 Use reasonable endeavors to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform Licensor and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

5.1.4 issue passwords or other access information only to Authorized Users and use all reasonable endeavors to ensure that Authorized Users, do not divulge their passwords or other access information to any third party;

5.1.5 provide Licensor, within thirty (30) days of the date of this Agreement, with information sufficient to enable Licensor to provide access to the Licensed Materials. Should the Licensee make any significant change to such information, it will notify Licensor not less than ten (10) days before the change takes effect.

5.1.6 keep full and up-to-date records of all Authorized Users and their access details, such as IP addresses or IP ranges (as indicated under Schedule 2), and provide Licensor with details of such additions, deletions or other alterations to such records as are necessary to enable Licensor to provide Authorized Users with access to the Licensed Materials as contemplated by this Agreement;

5.1.7 Use reasonable endeavors to ensure that only Authorized Users are permitted access to the Licensed Materials;

5.1.8 ensure the Licensed Materials are accessed in Secure Network.

5.2 Notwithstanding anything to the contrary in this Agreement, the Data may be used by the Licensee and/or Authorized Users only for the purposes as explicitly agreed in this Agreement or as mandatorily required by Applicable Data Protection Laws. The Licensee shall procure the Authorized Users and ensure Licensee itself not to conduct any of the following activities nor permit any third party to:

5.2.1 Reproduce, distribute, display, translate, sell, publish, broadcast, or circulate to any organization or individual other than Authorized Users; or provide any Licensed Materials (including, without limitation, via the use of the Licensed Materials in any other form) or related Data to any third party in any manner (including to other individuals in the Licensee's or its Affiliate's organization, nor make the Licensed Materials available for any such use);

5.2.2 Redistribute, publish or use any of the Licensed Materials or any derived content (including, without limitation, charts from the Licensed Materials) for any purpose other than explicitly licensed herein;

5.2.3 Distribute or display any Licensed Materials: (i) as part of "cobranded," "white-labelled", "private label" or "framed" web sites or services (including, but not limited to, via any site or through other arrangements that are branded with the trademarks, trade names, logos and insignia of the Licensee or a person other than the Licensee); (ii) through any service not permitted in this Agreement; (iii) via a feed (including, without limitation, via RSS feeds); or (iv) via any application programming

interface (API) nor application program (for example, but not limited to, mobile phone applications);
(v) in open access;

5.2.4 Use or engage any third party to employ any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Database;

5.2.5 Download all or parts of the Database in a systematic or regular manner to create a collection of materials comprising all or a material subset of the Database, or do Text Data Mining (TDM), in any form;

5.2.6 Use the Licensed Materials or Codes for its benefit (other than agreed purposes) nor in conjunction with any data mining or text mining software, or automated trend analysis application (without limiting the foregoing, the Licensee (and its affiliates) and Authorized Users shall not use the Licensed Materials or the Codes for the development, testing, or use of algorithmic or automated trading applications or in algorithmic or automated trading applications);

5.2.7 Edit, modify, reverse-engineer or disassemble any part of the Licensed Materials, any related Data or any Codes contained therein nor use them to create derivative works.

5.3 The Licensee may obtain prior written consent from the Licensor and the Licensor may deliver articles from Licensed Materials to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located in the United States.

6. UNDERTAKINGS BY BOTH PARTIES

6.1 Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party and the Parties should comply with all Applicable Data Protection Laws.

6.2 Licensor shall provide timely notice to the Licensee if it confirmed that a Data Security Breach has occurred in respect of Licensor Database which may impose a significant adverse effect on the Licensor or the Licensee, and shall take adequate remedial measures as soon as possible as required by applicable law to mitigate the potential adverse impact. The Licensee shall provide timely notice to Licensor if it detects or becomes aware that a Data Security Breach has occurred in respect of the processing of data relating to the Licensed Materials, and shall take adequate remedial measures as soon as possible. The notice to be delivered under this clause shall include but not limited to reasons for the Data Security Breach, types of data breached and possible harm, remedial measures that have been taken etc.;

6.3 If Data Security Breach involves Personal Data, the Licensee agrees that Data Subjects in the PRC could seek for remedies and explanations by contacting liaison via email, and Licensor reserves the right of indemnification. If required, the Licensee agrees to provide all necessary assistances and supports to Licensor in protecting of Data Subject’s lawful rights and interests.

6.4 Each Party shall promptly notify the other Party if, due to any circumstance or change in Applicable Data Protection Laws or its enforcement practice that is likely to have a substantial adverse effect on such Party’s ability to meet its obligations under this Agreement, such Party cannot comply with its obligations under this Agreement. Without prejudice to the termination provisions in the

Agreement, each Party is entitled to temporarily suspend the access to the licensed materials if such Party is unable to meet its obligations due to aforesaid reasons, until such time that the non-compliance is remedied. To the extent such remedy is not available, such Party is entitled to terminate the relevant part of the access to the licensed materials with immediate effect.

6.5 For the purpose of this Agreement, capitalized terms regarding data protection obligations should be interpreted as follows:

(1) “Applicable Data Protection Law” means all laws and regulations governing the protection of individuals with regard to the processing of Data (including, without limitation, security requirements for and the free movement of Data), including but limited to the Personal Information Protection Law (“PIPL”), Cybersecurity Law (“CSL”) and Data Security Law (“DSL”) of the PRC, the General Data Protection Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”) and any national law implementing or supplementing the GDPR etc.;

(2) “Data Security Breach” means unauthorized acquisition, access, use or disclosure of Data, or accidental or illegal destruction, loss, tampering of Data that compromises the security or privacy of such data to the extent the compromise poses a significant risk of financial, reputational, or other harm to the relevant Data Subjects and/or of interests of applicable nations and societies, consistent with Applicable Data Protection Laws;

(3) “Data Subject” means an individual who is the subject of Personal Data; and

(4) “Personal Data” means any personal information (which means information relating to an identified or identifiable individual) delivered during performance of this Agreement, including personal information of Authorized Users (if any) and/or personal information contained in the Licensed Materials, such as personal information of authors of articles (if any) contained in the Licensed Materials.

7. TERM AND TERMINATION

7.1 This Agreement shall take effect on the start date of subscription period (the “Effective Date”).

7.2 This Agreement shall continue in effect for **three years** after the Effective Date (the “Initial Term”). Unless the Licensee sends out a written notice to the Licensor to terminate this Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term and/or each Renewed Term, this Agreement should be automatically renewed for another one-year term (each a “Renewed Term”). If there are any changes in the renewal terms or pricing, the Licensor is required to notify the Licensee 60 days before the renewal date.

7.3 This Agreement shall be terminated within ten (10) days of written notification by either Party to another:

7.3.1 If either the Licensee or Licensor commits a material or persistent breach of any term of this Agreement that is not cured within thirty (30) days of written notice from the other Party;

7.3.2 If the Licensee exceeds the scope of this License;

7.3.3 If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

7.4 On termination all rights and obligations of the parties automatically terminate except for clause relating provisions of copyright and license in this Agreement.

7.5 On termination of this Agreement caused by the Licensor, the Licensor shall forthwith refund the proportion of the Subscription Fee (if any) that represents the paid but un-expired part of the Subscription Period. On termination of this Agreement caused by the Licensee, Subscription Fee will not be refund.

7.6 The Licensor does not provide any representation and warranties, expressly or impliedly, on the accuracy and completeness of the Licensed Materials, or on the Licensed Materials' fitness to any purposes.

8. FORCE MAJEURE

8.1 Neither party's delay nor failure to perform any provision of this License, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities,) shall be deemed to be, or to give rise to, a breach of this License.

8.2 Either party is affected by the force majeure shall notify the other party promptly, and the parties may negotiate to decide whether to postpone the performance of this Agreement or terminate this Agreement.

9. GENERAL

9.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written. Alterations to this License are only valid if they are recorded in writing and signed by both parties;

9.2 This License may not be assigned by either Party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld;

9.3 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.

9.4 Neither party shall use any name(s), logo(s) and/or trademark(s) of the other party, without such other party's prior written consent.

9.5 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.

9.6 Either party's waiver, or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

9.7 If the Licensee breaches any obligation set forth in Clause 5, Licensor should notify Licensee of such breach and issue a written notice. If the Licensee fails to cure such breach within thirty (30) days after receiving the written notice, Licensor has the right to terminate this Agreement. If such breach concerns serious security risks, the Licensor has the right to order immediate suspension of the Licensee's access to Licensed Materials by issuing a written notice.

9.8 Any disputes arising out of this Agreement shall be resolved through friendly negotiations.

Tongfang Knowledge Network Technology Co., Ltd. (Beijing)

Representative: _____

Title: Sales Director, CNKI Inc.
(North America Branch of the Licensor)

Signature: _____

Date: 5/15/2023

For and on behalf of:

University of California, San Diego

Representative: _____

Title: AUL Scholarly Resources and Services

Signature: _____

Date: 5/15/2023

SCHEDULE 1

Licenser LICENSE AGREEMENT

LICENSED MATERIALS & PAYMENT

1. Licensed Materials:

Database	Chinese Language & Culture Library (CLCL)
URL	http://clclibrary.com/
Location of Users	University of California, San Diego
Licensed Materials Contained in the Database	eBooks & videos
Series	All Contents
Year Coverage	2010-2023
Access Period: 2022/12/15-2025/12/31	
Concurrent Users: 50	

2. Fees and Payment

2.1 The sum of US\$ [REDACTED] due within thirty (30) days from the Effective Date of this Agreement is calculated as follows:

Licensed Materials	Subscription Fee
Chinese Language & Culture Library – All contents	[REDACTED]

2.2 Payment of [REDACTED] shall be remitted in full to below bank except other notices from the Database Provider.

BENEFICIARY: Tongfang Knowledge Network Technology Co., Ltd. (Beijing)

ACCOUNT NO. 344156023061

BENEFICIARY' S BANK.: BANK OF CHINA BEIJING BRANCH, No.2 CHAOYANGMEN NEI DA JIE, DONGCHENG DISTRICT BEIJING, 100010, CHINA

SWIFTCODE: BKCHCNBJ110

Tongfang Knowledge Network Technology Co., Ltd. (Beijing)

Representative: _____

Title: Sales Director, CNKI Inc.
(North America Branch of the Licensor)

Signature: _____

Date: 5/15/2023

For and on behalf of:

University of California, San Diego

Representative: _____

Title: AUL Scholarly Resources and Services

Signature: _____

Date: 5/15/2023

SCHEDULE 2

**Licenser LICENSE AGREEMENT
Sites/Authentication/Contacts**

Licensee: University of California, San Diego

Sites:	Authorized Users (Estimated total number of Authorized Users and types need to be specified)	Authentication:
University of California, San Diego	Estimated total number of concurrent users will be no more than 50 of faculty, researchers and students of UCSD	IP authenticated. IP ranges of UCSD is shown as the Appendix

For the avoidance of doubt, Authorized Users only include those institution, organizations and individuals as specified in its definition. Both Parties acknowledge and agree that other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Licensee) are not Authorized Users. The Licensee shall not allow any users beyond the scope of Authorized Users to access the Licensed Materials unless the Licensee notifies Licenser the identity, IP and number of such users and obtains prior written consent from the Licenser.

The Licensee shall promptly notify Licenser of any material change in the number of Authorized Users. Certain changes may result Licenser’s termination of the Agreement at the end of the year unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

[Redacted]
[Redacted]
[Redacted]
[Redacted] edu
[Redacted]

Billing Contact

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The Licensee will promptly notify Licenser of any changes to any of the contact information above.

Tongfang Knowledge Network Technology Co., Ltd. (Beijing)

Representative: _____

Title: Sales Director, CNKI Inc.
(North America Branch of the Licensor)

Signature: _____
v

Date: 5/15/2023

For and on behalf of:

University of California, San Diego

Representative: _____

Title: AUL Scholarly Resources and Services

Signature: _____

Date: 5/15/2023

Appendix

IP Ranges of the Licensee

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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