

EPS CHINA DATA GLOBAL LICENSE AGREEMENT

THIS IS AN AGREEMENT between **EPS China Data Inc.** with mailing address concerning this Agreement at [REDACTED] ("Licensor") and **Richard C. Rudolph East Asian Library, University of California - Los Angeles** with mailing address concerning this Agreement at [REDACTED] ("Licensee")

SCHEDULE 1

1. AUTHORIZED USER DEFINITION—Paragraph (2)

"Authorized Users" are Persons Affiliated with the five following University of California campuses : Berkeley, Davis, Irvine, Los Angeles, San Diego. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee, regardless of the physical location of such persons. Walk-ins are patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

2. EFFECTIVE DATE

November 15, 2017

3. DATABASES/EDITIONS

EPS China Statistics
(See Appendix 1: Database List of EPS China Statistics)

4. FEES

Initial service fee in 2017: US\$ [REDACTED]

Annual service fee starting 2018: [REDACTED]

Note: Annual service fee may be adjusted once a year depending on various affecting factors. Annual increase rate of the service fee shall not be higher than [REDACTED]

IN CONSIDERATION OF the mutual promises set forth herein and attached hereto, Licensor and Licensee agree to be bound by the terms and conditions. AND THEREFORE IN WITNESS, Licensor and Licensee have caused this Agreement to be executed.

EPS China Data Inc. BY: [Redacted] Signature of Authorized Signatory of Licensor NAME (Print): [Redacted] TITLE: [Redacted] EMAIL: [Redacted] TEL: [Redacted] DATE: November 15, 2017	Richard C. Rudolph East Asian Library, University of California - Los Angeles BY: [Redacted] Signature of Authorized Signatory of Licensee NAME(Print): [Redacted] TITLE: [Redacted] EMAIL: [Redacted] TEL: [Redacted] DATE November 15, 2017
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1. **LICENSE**

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

Licensor hereby grants a License of the Licensed Materials to Licensee under all of the terms and conditions of this Agreement.

2. **DEFINITIONS**

a) "Authorized Users" means those individuals and/or entities defined as set forth in Schedule 1.

b) "Database" means a collective reference to (1) the electronic publications and (2) any proprietary, third-party, licensed product(s) ["Licensed Product(s)"].

c) "Searches" means the one-time, nonrecurring or repetitive search of information from all or any part of the Databases matching authors' names, title words, citations, or other descriptive data against groups of one or more terms submitted as a query by Authorized Users.

d) "Search Results" means those results obtained from Searches.

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d) Licensee shall put in place a system to limit access to the Databases to Authorized Users as defined in Paragraph 2a), and shall inform Authorized Users of the usage restrictions under this Agreement.

e) If Licensee wishes to offer the services described herein to other Authorized Users than those identified in Paragraph 2a), an additional agreement will be required by Licensor.

f) Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of the United States or international law to use the Licensed Materials.

4. ACCESS TO THE DATABASES

a) Licensee and its Authorized Users granted access to the Databases shall be identified and authenticated by Internet Protocol (IP) addresses provided by Licensee to Licensor from Internet domains registered to Licensee. Any proxy server IP addresses registered must limit remote or off-campus access strictly to Authorized Users.

b) Commercially reasonable efforts shall be made to maintain adequate Internet connection bandwidth and server capacity to provide Licensee with access to the Databases; Further, Licensor shall provide adequate and competent technical support and assistance to enable the Licensee to make proper use of the Licensed Information.

c) The confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users shall be guaranteed. 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, including but not limited to information related to the identity of specific users and/or uses, shall not be provided to any third party.

d) If the Authorized User(s) actions create denial of access or impediment of service which adversely affects the services and functioning of the Databases, the User/Licensee access to the Licensed Materials may be temporarily suspended. Licensor shall make written/electronic notification to Licensee of any temporary suspension, and the cause thereof, as soon as reasonably possible.

5. TERM

This Agreement shall continue in effect for one (1) year, commencing on the Effective Date as set forth in Schedule 1. This Agreement shall be renewable, and Authorized use of the Databases may be extended to new date through automatic renewal of this Agreement for

successive periods of twelve (12) months unless Licensor or Licensee elects to terminate this Agreement by giving the other party notice thereof in writing/email not less than thirty (30) days prior to the anniversary date of this Agreement.

6. **PAYMENTS**

a) The pricing set forth in Schedule 1 shall be effective during the initial Term of this Agreement. Licensor reserves the right to modify this pricing structure each year that this Agreement is renewed, and the Licensee has the right of cancellation of the subscription after having received information of the new pricing within thirty (30) days.

b) Licensee agrees to pay to Licensor the Database Fees as set forth in Schedule 1 for the use of the Databases identified in Paragraphs 1, 2, and 3. Any payments due under this Agreement shall be payable upon receipt of Licensor's invoice.

7. **COPYRIGHT / PROPRIETARY RIGHTS**

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8. **LEGENDS**

Licensee shall make a reasonable effort to instruct all Users using the Databases or output therefrom to give proper attribution to Licensor for any data extracted from the Databases.

Licensee shall not be liable for breach of any of the terms of this Agreement by any Authorized User provided that Licensee did not intentionally assist in or encourage such breach or permit such breach to continue after having actual notice thereof and provided Licensee reasonably cooperates with Licensor to prevent misuse.

9. **PROMOTION/ADVERTISING**

If applicable and provided by the Licensor, delivered documents shall bear the official logo and web addresses of Licensor, subject to this being technically feasible.

Internal promotion of the Databases must carry the official product name. Nothing in this Agreement grants Licensee any right to use Licensor's trademarks or trade names except in use connected with the identification of the Databases.

10. **LICENSOR WARRANTY**

Licensor warrants that it owns all rights in the Databases, free and clear of any third person claims. Licensor shall indemnify, defend and hold Licensee and Authorized Users harmless from any claim, demand, attorney fees or cause of action based on any claim that the Databases (including third-party materials) or its use as permitted hereunder violates any third person's rights, including rights of copyright, trademark, or patent.

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Except as set forth herein, in no event shall Licensor be liable for indirect, special, incidental or consequential damages arising out of the use of or inability to use the Databases or for any loss or damage of any nature caused to any person as a result of the use of the Databases. In no event shall Licensor's liability under this Agreement exceed the annual



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15. **NONDISCLOSURE OF TERMS AND CONDITIONS**

Except as may be required by law or governmental rules and regulations, Licensor and Licensee agree not to publicly or privately announce or disclose the pricing terms in Schedule 1 of this Agreement without first securing the written consent of the other party.

16. **TAXES**

Licensee shall pay all taxes associated with the License of the Databases. Licensee shall not be liable for any taxes for which a tax exemption certificate can be furnished.

17. **MISCELLANEOUS**

a) **FORCE MAJEURE** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, government action, labor conditions, or any other cause which is beyond the reasonable control of such party.

b) **SURVIVAL** The provisions of Paragraphs 1, 2, 3, 4c), 7, 8, 9, 10, 11, 12, 15, and 17, of this Agreement shall survive the expiration or termination of this Agreement.

c) **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.

d) **DELAYS** Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

e) **ENTIRE AGREEMENT** This Agreement, including Schedule 1 and Appendix 1, contains the entire agreement of the parties as to the Databases, and supersedes any and all written or oral prior agreements and understandings. It is expressly agreed that any terms of a purchase order or similar instrument issued by Licensee with respect to this Agreement will not affect the terms and conditions of this Agreement. This Agreement may only be amended or modified by a writing signed by the parties.

f) **ASSIGNMENT** 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. Neither party to this Agreement may unreasonably withhold or delay such written consent.

g) **NOTICES** All notices given pursuant to this Agreement shall be in writing/email and may be hand delivered, or shall be deemed received within fourteen (14) business days after mailing, if sent by registered or certified mail, return receipt requested. Either party may change

[Redacted Signature]

(Licensor) /

[Redacted Signature]

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its Notice Address by written/email notice to the other party.

Appendix 1: Database List of EPS China Statistics

(Social Development)

- 01- Beijing Social Development Statistics
- 02- China City Statistics
- 03- China Civil Affairs Statistics
- 04- China Culture Statistics
- 05- China Education Statistics
- 06- China Health Statistics
- 07- China Science and Technology Statistics
- 08- China Urban-Rural Construction Statistics
- 09- Chongqing Social Development Statistics
- 10- Inner Mongolia Social Development Statistics

(Resources and Environment)

- 11- China Energy Statistics
- 12- China Environment Statistics
- 13- China Land and Resources Statistics
- 14- China Marine Statistics
- 15- China Water Conservancy Statistics

(Economy Operation)

- 16- China Finance Statistics
- 17- China Fiscal and Taxation Statistics
- 18- China Investment in Fixed Assets Statistics
- 19- China Labor Economy Statistics
- 20- China Listed Company Statistics
- 21- China Macro Economy Statistics
- 22- China Regional Economy Statistics

(Trade and Foreign Economy)

- 23- China Commodity Exchange Market Statistics
- 24- China Commodity Trade Statistics
- 25- China Foreign Economy Statistics
- 26- China Industry Trade Statistics
- 27- China Regional Trade Statistics
- 28- China Trade Index Statistics

(Industry Operation)

- 29- China Agricultural Products Cost-Benefit Statistics
- 30- China Agriculture and Forestry Statistics
- 31- China Agriculture, Rural Areas and Peasantry Statistics
- 32- China Construction Industry Statistics
- 33- China High Technology Industry Statistics
- 34- China Industrial Enterprises Statistics
- 35- China Industrial Product Output Statistics
- 36- China Industry Economy Statistics

- 37- China Industry Sector Statistics
- 38- China Real Estate Statistics
- 39- China Tertiary Industry Statistics
- 40- China Tourism Statistics
- 41- China Transportation Statistics