Agreement No.: TKNPA20240222

February 22, 2024

LICENSE AGREEMENT

THIS AGREEMENT IS ENTERED INTO on February 20, 2024.

BETWEEN:

Tongfang Knowledge Network Technology Co., Ltd. (Beijing) ("Licensor"), a database publisher established in and operating under the laws of the People's Republic of China ("PRC"), with principal location:

AND:

University of California, San Diego ("Licensee"), an institution established and operating under the laws of California, with principal location of: 9500 Gilman Dr., La Jolla, CA 92093.

CONCERNING:

Great Chinese Dictionary & Kangxi Dictionary (KXHD)

WHEREAS,

- A. Licensor is a PRC company engaged in businesses of digital publishing and distribution of academic literature; and
- B. The Licensee is a public research university located in La Jolla, California.
- C. Subject to the terms and conditions set forth in this Agreement, the Licensee is granted license to access certain academic literature distributed by the Licensor and the Licensor grants the license in exchange for payment of commercial fees by the Licensee.

IT IS AGREED AS FOLLOWS:

1 KEY DEFINITIONS

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

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- 1.13 Renewal: the confirmation by Licensee, upon expiration of the initial term of a Subscription, that Licensee wishes to renew access to specific Licensed Products on the basis of paying commercial fees, upon which Licensor will provide access to newly added Licensed Materials for an additional Subscription Period.
- 1.14 **Secure Network**: the network of computing resources of the Licensee, to which Authorized Users of the Licensee must be authenticated for use of the Licensed Products provided by Licensor to Licensee on the basis of commercial fees paid by Licensee.
- Subscription: an arrangement in which a Licensee pays commercial fees to Licensor to access a Licensed Product for a specific period of time ("Subscription Period"), typically a 365-day year, during which Licensor adds new content (Licensed Materials) to said Licensed Product, whereby the Licensee accumulates a right of access to the content (Licensed Materials) available and added to the Licensed Product during the Licensee's access period. In the event a Licensee declines to Renew a Subscription, Licensee shall not receive access to any new content (Licensed Materials) added to the Licensed Product after the expiry of the terminated Subscription Period, but may continue to access to the originally Subscribed materials by remittance of Maintenance Fees.
- 1.16 **Subscription Period**: an agreed upon period, typically a 365-day year, during which a Licensee, in exchange for commercial fees paid by Licensee to Licensor, receives access to a Licensed Product

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- 3.4 The Licensee agrees to, by itself and to procure the Authorized Users to access to and/or store downloaded Licensed Materials only in the private library of a social networking during and after the Term for the Authorized Users' own personal use only. The Licensee and Authorized Users shall only store reasonable portion of downloaded Licensed Materials, subject to terms and conditions set forth in Clause 5 (OBLIGATIONS OF THE LICENSEE).

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- 3.5.3 In the event of a Subscription that has been cancelled in lieu of renewal, Licensee may continue to access the server of Licensor to continuously use and access online that portion of the Licensed Materials which were available to Licensee during the lapsed Subscription Term, subject to payment by Licensee of annual Maintenance Fees that charges 10% of the prevailing renewal rates for the Licensed Product in question.

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- 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, or 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.
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- 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 **OBLIGATIONS OF THE LICENSEE**

- 5.1 The Licensee shall:
- 5.1.1 Use reasonable measures to ensure that Authorized Users are appropriately notified of the importance of respecting the intellectual property rights of the Licensed Products and of the sanctions that the Licensee imposes for failing to do so;
- 5.1.2 Use reasonable measures to 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 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 (e.g. IP ranges). Should the Licensee make any significant change to such information, it will notify Licensor or its Agent not less than ten (10) days before the change takes effect.
- 5.1.6 keep full and up-to-date records of all IP addresses or IP ranges (as indicated under Schedule 2) and inform the Licensor of any addition, deletion or alteration to the IP ranges/addresses indicated in Schedule 2 so as to enable the Licensor to provide access to the Licensed Materials as contemplated by this License Agreement. The Licensee should retain records of all Authorized Users and their access details, so that in the event of any cybersecurity and/or data security incidents such as Data breach, (1) the Licensee could take necessary remedial measures in time, and (2) Licensee should provide the Licensor with such records upon request to the reasonable extent;
- 5.1.7 Use reasonable measures to ensure that only Authorized Users are permitted access to the Licensed Materials;
- 5.1.8 ensure the Licensed Materials are accessed via a Secure Network.
- 5.1.9 Notwithstanding anything to the contrary in this Agreement, the Licensed Materials of the Licensed Products 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 use best endeavors to ensure that Authorized Users may not to conduct any of the following activities:
- 5.1.9.1 reproduce, distribute, display, translate, sell, publish, broadcast, or circulate the Licensed Materials to any organization or individual for any purpose other than explicitly licensed herein nor in excess of Fair Use Doctrine;
- 5.1.9.2 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 Licensed Products;
- 5.1.9.3 download all or substantial parts of the Licensed Products 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;
- 5.1.9.4 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;
- 5.1.9.5 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;
- 5.1.9.6 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);
- 5.1.9.7 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.

5.2 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 country/region in which the Licensee is based.

6 **OBLIGATIONS OF 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 is confirmed that a Data Security Breach has occurred in respect of the Licensed Product 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 any potential adverse impact.
- 6.3 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 be limited to reasons for the Data Security Breach, types of data breached and possible harm, and remedial measures that have been taken.
- 6.4 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.
- 6.5 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 and such Party cannot comply with its obligations under this Agreement. Without prejudice to the termination provisions in the Agreement, Licensor is entitled to temporarily suspend access to the Licensed Products if Licensee 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, Licensor is entitled to terminate the relevant part of the access to the Licensed Products with immediate effect.
- 6.6 For the purpose of this Agreement, capitalized terms regarding data protection obligations should be interpreted as follows:
- "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.;
- 6.6.2 "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;

- 6.6.3 "Data Subject" means an individual who is the subject of Personal Data;
- 6.6.4 "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.
- 6.7 Each party shall strictly comply with the laws, regulatory policies, and business practices related to anti-corruption and anti-commercial bribery in the country or region where the business activities are conducted. Neither party shall accept any gifts, securities, precious items, rebates, benefits, gratitude fees, or service fees provided by the other party. They shall also not accept any communication tools, transportation vehicles, household appliances, or top-grade office supplies purchased for their management and employees.
- 6.7.1 If either party violates the above provisions, the defaulting party shall pay liquidated damages to the other party of three times the value of the gifts, valuable securities, precious items, rebates, benefits, gratitude fees, service fees, or the value of other purchased goods, which can be directly deducted from the payment for goods. If such violations occur more than three times within one year, the other party has the right to terminate the contract without assuming any liability for breach.

7 TERM AND TERMINATION

- 7.1 This Agreement shall take effect on the date of countersignature (the "Effective Date").
- 7.2 This Agreement shall continue in effect for one year 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 clauses relating to provisions of copyright and license within this Agreement.
- 7.5 On termination of this Agreement caused by the Licensor, the Licensor shall forthwith refund the proportion of the Commercial Fees (if any) that represents the paid, but un-expired part of the Subscription Period. On termination of this Agreement caused by the Licensee, Commercial Fees will not be refunded.
- 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 Agreement, as result of circumstances beyond its control (including, without limitation, rebellion, terrorism, revolution, insurrection, military or usurped power, war, strikes, floods, earthquake, hurricane, typhoon, fire, governmental acts or orders or 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.
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- 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, nor 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.

For Tongfang Knowledge Network Technology Co., Ltd. (Beijing):		For University of California, San Diego:
Name:		Name:
<u> </u>	rector, CNKI Inc. ca Branch of the Licensor)	Title: AUL SRS
Signature:		Signature:
Date:	02/22/2024	Date: 2/26/2024

SCHEDULE 1

LICENSED MATERIALS & PAYMENT

1. Licensed Materials:

Licensed Products and Series:

Database	Great Chinese Dictionary & Kangxi Dictionary (KXHD)	
URL	https://hd.oversea.cnki.net/oversea	
Access Site	University of California, San Diego	
Licensed Materials		
Contained in the Database	Dictionaries	
Series	All Contents	
Year Coverage	1986 – 2010	
Subscription Period: Perpetual Online Access from February 22, 2024		
Concurrent Users: 50		

2. Fees and Payments

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

Licensed Product	Fee
Great Chinese Dictionary & Kangxi Dictionary - All Contents	

2.2 Payment of US\$ shall be remitted in full to below bank except other notices from Licensor.

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

For Tongfang Knowledge Network Technology Co., Ltd. (Beijing):		For University of California, San Diego:	
Name:		Name:	
Title: Sales Director, CNKI Inc. (North America Branch of the Licensor)		Title: AUL SRS	
Signature:	6	Signature:	
Б.,	02/22/2024	2/26/2024	

SCHEDULE 2

SITES (CAMPUS LOCATIONS), AUTHENTICATION, CONTACTS

Licensee (Licensing Institution): University of California, San Diego

Campuses/Sites:	Estimated Authorized Users:	Authentication:
	*(Estimated total number of Authorized Users	
	and types need to be specified)	
University of California, San		IP authenticated. IP ranges of
Diego		UCSD is shown as the Appendix

For the avoidance of doubt, Authorized Users only include those institutions, organizations, and individuals as specified in its definition. Both Parties acknowledge and agree that other institutions and organizations that reside in 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 Licensor the identity, IP, and number of such users and obtains prior written consent from the Licensor.

The Licensee shall promptly notify Licensor of any material change in the number of Authorized Users. Certain changes may result Licensor'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	Billing Contact
Name:	Name:
Title: UCSD Library	Title: UCSD Library
Address: 9500 Gilman Dr. La Jolla, CA 92093	Address: 9500 Gilman Dr. La Jolla, CA 92093
E-mail: e	E-mail:
Phone:	Phone:

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

For Tongfang Knowledge Network Technology Co., Ltd. (Beijing):	For University of California, San Diego:
Name:	Name:
Title: Sales Director, CNKI Inc. (North America Branch of the Licensor)	Title: AUL SRS
Signature:	Signature:
Date:02/22/2024	Date: 2/26/2024

Appendix

IP Ranges of the Licensee

