

WANFANGDATA DATABASE INTERNET LICENSE AGREEMENT

THIS IS AN AGREEMENT between **WANFANGDATA Co. Ltd.** an E-resources provider headquartered in HuaTong Plaza B, Che Gongzhuang Avenue West Y-19, HaiDian District, China ("Licensor") and _____.

SCHEDULE 1
1. <u>USER DEFINITION</u> —Paragraph (2) "Users" are limited to: 1) Persons affiliated with Licensee: full and part-time employees and, if applicable, students of Licensee; 2) Walk-in patrons not otherwise affiliated with Licensee but physically present at Licensee's site.
2. <u>EFFECTIVE DATE</u>
3. <u>DATABASES/EDITIONS</u>
4. <u>FEES</u>

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.

WANFANGDATA Co. Ltd	
BY: _____ Signature of Authorized Signatory of Licensor NAME(Print): TITLE: FAX: DATE: _____	BY: _____ Signature of Authorized Signatory of Licensee NAME(Print): TITLE: FAX: DATE: _____

1. LICENSE
 Licensor owns certain electronic publications and subject to all the terms and restrictions hereinafter set forth, Licensor is willing to grant a License of the

electronic publications (designated in Schedule 1, Section 3) and certain other third party content to Licensee (the "Databases" – see definition below), under all of the terms and conditions of this Agreement.

2. **DEFINITIONS**

a) "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 Users.

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

3. **AUTHORIZED USE OF THE DATABASES**

a) Licensor hereby grants to Licensee the limited, nonexclusive, non-transferable right to use the Databases solely in accordance with the terms and conditions of this Agreement. Licensee's right to use the Databases shall be strictly construed.

b) Licensee is allowed to charge a fee from Walk-in Patrons for offering on-site access and search functions to Databases; and licensee is allowed to distribute documents retrieved from Databases to Customers and to charge a fee for such a document delivery.

c) Users shall have the right to view the Databases and data contained therein for the purpose of academic research or personal reference. Users shall have the right to print, download, and distribute (in any form, including, but not limited, to printed, electronically relayed, posted to User restricted list services or User restricted bulletin boards, or magnetically stored) Search Results, in whole or in part, provided that Users will distribute to Authorized Users only. Licensee or Users shall not duplicate the whole Databases or create subsets or derivative database thereof, except as provided herein.

Notwithstanding the foregoing, Users will have the right to distribute data retrieved from the Databases or portions of the Databases obtained by Search Results to third parties as incidental samples for illustrative or demonstration purposes only. Users have the right to utilize bibliographic and abstract data retrieved from the Databases for the purpose of research publication.

Users that are provided by Licensee with access and search functions to Databases may not publish or otherwise disseminate Search Results for commercial use or sale. Licensee recognizes the importance of the Licensor's maintaining its proprietary rights over the Databases, and of avoiding improper use of the Databases as defined by this Agreement. Licensee shall ensure that Users comply with the foregoing limitations on usage.

d) Searches are hereby specifically licensed and authorized by Licensor. Following use is not permitted:

- duplication of the Databases except as specified herein;
- creation of subsets or derivative databases from the Databases;
- distribution of data retrieved from the Databases in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit of, anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes; transfer of the Databases, or any portion thereof, electronically to another computer by way of the Internet, a computer network, or other means to, or for the benefit of, anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes.

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

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

4. **ACCESS TO THE DATABASES**

a) Licensee and its Authorized Users granted access to the Databases on a Wanfang Data authorized host site 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) Licensor may bring down its network to perform necessary maintenance and/or network upgrades (“Scheduled Maintenance”). In the event Licensor plans to bring down the network during Scheduled Maintenance, Licensor will provide a seventy-two (72) hour notice to Licensee in advance of the Scheduled Maintenance.

c) Licensor shall use commercially reasonable efforts 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.

d) Licensor reserves the right to monitor User/Licensee Internet access to the Wanfang Data Host Server(s). Licensor further reserves the right to temporarily suspend User/Licensee access to the Wanfang Data Host Server and/or Databases where User(s) actions create denial of access or impediment of service which adversely affects Licensor’s ability to provide service(s). 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 data 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 by registered mail addressed to the respective business address hereinabove stated not less than sixty (60) days prior to the anniversary date of this Agreement.

6. **PAYMENTS**

a) 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.

b) 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 automatically renewed, and the Licensee has the right of the cancellation of the subscription after having got the information of the new pricing within thirty (30) days.

7. **COPYRIGHT; PROPRIETARY RIGHTS**

The copyright and all other proprietary rights in the Databases are the sole and exclusive property of Licensor and its third-party licensors. Licensee acknowledges that the Databases are extremely valuable and proprietary to Licensor and its third-party licensors and contains copyright protected data of Licensor and its third-party licensors. The third-party licensor is a beneficiary to this Agreement with respect to the provisions which relate to the Licensee's Use of the Licensed Product. The provisions of this Agreement are enforceable by the Licensor. Licensee shall use reasonable care to prevent the disclosure, dissemination, copying and use of the Databases, or any portion thereof, in violation of the terms of this Agreement.

8. **LEGENDS**

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

9. **PROMOTION/ADVERTISING**

Licensee makes the names of Databases appear on the Licensee's official web site(s) with an appropriate brief introduction, commencing on the Effective date. If applicable, 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, trademark and identification of copyright ownership. 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 harmless from any claim, demand 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.

11. **LIMITATION OF LIABILITY**

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 Database Fee received by Licensor from Licensee.

12. **THIRD PARTY DISCLAIMER**

Licensor hereby notifies Licensee that the Databases provided under this Agreement may contain or be derived from portions of materials provided by a third party under license to Licensor. Licensor has assumed responsibility for the selection of such materials and their use in producing the Databases Licensed herein. ANY SUCH THIRD PARTY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED WITH RESPECT TO THE USE OF SUCH MATERIALS IN CONNECTION WITH THE DATABASES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. LICENSEE WAIVES ALL CLAIMS OF ANY KIND WHATSOEVER THAT IT MAY HAVE AGAINST ANY SUCH THIRD PARTY SUPPLIER OF MATERIALS PROVIDED UNDER THIS AGREEMENT.

13. **TERMINATION**

Either party shall have the right to terminate this Agreement upon a breach of any of its terms by the other party, which is not cured within thirty (30) days after written notice thereof.

14. **SPECIFIC PERFORMANCE**

In the event of a breach of any of the provisions of Paragraphs 3, 7, 8, or 9 Licensor shall be entitled to specific performance of those provisions.

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 terms and conditions of this Agreement without first securing the written consent of the other party.

16. **TAXES**

Licensee shall pay all taxes, other than taxes on income, associated with the License of the Databases.

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, 4d), 7, 8, 9, 10, 11, 12, 14, 15, and 17, of this Agreement shall survive the expiration or termination of this Agreement.

c) **SEVERABILITY** Invalidity or unenforceability of one or more of the provisions of the License Agreement does not affect any other provisions of the License Agreement.

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, 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) **GOVERNING LAWS** This Agreement shall be governed by and construed in accordance with the law of country of the accused.

g) **ASSIGNMENT** This Agreement may not be assigned by Licensee without the prior written consent of Licensor.

h) **NOTICES** All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within fourteen (14) days after mailing if sent by registered or certified mail, return receipt requested. Confirmation copies sent by First Class Mail or hand delivery to the specified address must accompany any notice sent by facsimile. Either party may change its Notice Address by written notice to the other party.