

LICENSE AGREEMENT

I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

II. QUALIFIED MEMBER INSTITUTIONS

III. FEES; TERMS OF PAYMENT

IV. COPYRIGHT

V. SCOPE OF LICENSE

Means of Authentication

Definitions of Authorized Users

Authorized Uses

VI. HOSTING

Vii. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use

Modification of Licensed Materials

Removal of Copyright Notice

Commercial Purposes and Proprietary Rights.

Viii. LICENSOR PERFORMANCE OBLIGATIONS

IX. LICENSEE PERFORMANCE OBLIGATIONS

X. MUTUAL PERFORMANCE OBLIGATIONS

XI. TERM

XII. RENEWAL

XIII. EARLY TERMINATION

XIV. PERPETUAL LICENSE

XV. WARRANTIES

XVI. LIMITATIONS ON WARRANTIES

XVII. FORCE MAJEURE

XVIII. ENTIRE AGREEMENT

XIX. AMENDMENT

XX. SEVERABILITY

XXI. WAIVER OF CONTRACTUAL RIGHT

XXII. NOTICES

Schedule

Licensed Material

Access

Host location

Fees

ACKNOWLEDGEMENT

ATTACHMENT: UCB CAMPUS IP ADDRESSES FOR LICENSE AGREEMENTS

This License Agreement ("Agreement") becomes effective ("Effective Date") between Superstar Information Technology Co., Ltd. a private corporation chartered in Beijing China with principal office at 1212 Tower C, 3rd Street Number 9, Haidian District, Beijing 100085 China ("Licensor") and the Berlin State Library("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 comprising this Agreement consist of SSreaders eBooks collection (715.000 titles) (hereinafter referred to as the "Licensed Materials"). Other sections may be added via addendum to this contract.

Licensor grants Licensee the right to select and acquire perpetual access right to all e books from collections during the license term.

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

II. QUALIFIED MEMBER INSTITUTIONS

Licensor grants non-exclusive and non-transferable use of the Licensed Materials to Berlin State Library in accordance with the German National Licence Agreement (refer to "Definitions of Authorized Users").

III. FEES; TERMS OF PAYMENT

Fee. The Fees set out in Schedule or in new Schedules to this License are due and payable by Licensee sixty (60) days after the date of invoice from Licensor. In case of a multi-year license, the fees are due and payable (60) days after the date of invoice from Licensor at the beginning of each valid subscription period.

IV. COPYRIGHT

Parties to this Agreement acknowledge that copyright of the Licensed Materials rests exclusively with the Licensor, which has provided access to them on basis of this German national licence agreement.

V. SCOPE OF LICENSE

Means of Authentication. Licensee and Authorized Users may access the Licensed Materials automatically and directly on the Internet by means of Internet Protocol (IP) addresses authentication from registered IP subnets, and address ranges provided by Licensee to Licensor as specified in the attached schedule. If a proxy server is being registered for access, Licensee agrees to maintain the security of the access by Authorized Users before allowing use of the proxy to any remote or on-site user. Licensee is entitled to a limited number of unique user names and passwords for manual log-ins by Authorized Users unable to connect directly to Licensee servers for whatever reason.

Definitions of Authorized Users. Whether authenticated by IP address or password log-in, "Authorized Users" are confined to:

- i. Via in-house network of licensee incl. wide area networks of all higher education institutions financed either by public or private funding, national, regional and state libraries, academic specialist libraries mainly financed by public funding, research institutions mainly financed by public funding, governmental institutions, including any of the above mentioned types of German institutions abroad (staff only).
- ii. Higher Education Institutions: Students including guest students, Faculty including visiting lecturers, Staff and contractors, Walk-In-Users. Remote Access included.
- iii. Further licensee can make the product accessible to independent exclusively academic users residing in Germany without restrictions. This non-institutional access of individuals shall be permitted via individual usernames and passwords subject to a requirement of permanent residence in Germany.

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials consistent with the Fair Use Provisions of U.S. and international law. Nothing in this Agreement shall be interpreted to limit in any way whatsoever the Licensee's or any Authorized User's rights under the Fair Use provisions of U.S. or international law to use the Licensed Materials.

The Licensed Materials may be used for research, education or other non-commercial use as follows:

- a) Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.
- b) Recovery of Copying Costs. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.
- c) Caching. Subject to Licensor's written permission, 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.
- d) Collections of Information. 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.
- e) 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.
- f) 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 Licensee and/or its parent institution.
- g) Electronic Links. Licensee may provide electronic links to the Licensed Materials from Licensee's web pages in order to increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively.
- h) Indices. Licensee may use the Licensed Materials in connection with the preparation of or access to integrated indices to the Licensed Materials, including author, article, abstract and keyword indices.
- i) 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. Authorized Users also have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.
- j) Interlibrary Loan. Access to the licensed materials is provided to the Licensee on an exclusive basis. The licensee may not fulfill any requests for Interlibrary Loan of the Licensed Materials other than the authorized users stated in this agreement. Licensee is entitled to supply inter-library loan requests in an electronic way like email, ftp etc and via fax and print outs.

k) Printing. Licensee and Authorized Users may print, per login session, up to 15 pages or no more than 10% of any e book contained in the Licensed Materials for educational purposes only.

l) Metadata. The license includes the metadata necessary for appropriate usage of the product. In this case, metadata means data on the published material. The metadata shall be licensed and delivered at no extra cost for non-commercial use by local catalogues, union catalogues and any other library and information system (including, but not limited to search engines). The metadata is delivered continuously for the duration of the contract term.

The metadata should be provided in an international or national standard format (MARC21, CNMARC etc.) or in structured XML.

VI. HOSTING

Licensor guarantees full and cost neutral support for hosting on licensee's site. Licensor will provide help and cooperation to set up the mirror server for licensed material. The licensee is entitled to the right of continuous use and perpetual access of the licensed material. In case of any problems with the server of the licensee the licensor shall provide access to the material on their platforms within 24 hours. Licensee is authorized to make necessary technical arrangements for long-time storage of the product.

VII. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

Unauthorized Use. Licensee shall not knowingly permit access by other than Authorized Users to the Licensed Materials. Licensee will not be held responsible for unauthorized use provided such use is without the express or implied consent of the Licensee, provided the Licensee promptly notifies the Licensor of any such use of which it becomes aware and takes all reasonable steps to cause cessation of such activity.

Further, Licensee agrees to cooperate with Licensor in any investigation of such infringements or unauthorized uses. Licensor shall have the sole right, at its expense, to bring any action on account of such infringements or unauthorized uses, provided that Licensor will not bring an action against any user without first consulting the Licensee.

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

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

Commercial Purposes and Proprietary Rights. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

Licensee acknowledges that the Licensed Materials are proprietary to Owner and shall remain the exclusive property of Owner, and that the Licensee has no vested rights therein other than as set forth herein.

VIII. LICENSOR PERFORMANCE OBLIGATIONS

Update of Licensed material. Licensor warrants, on an annual basis during the term of this license, to make minimum additions to the licensed material equivalent to 5 % or more of the licensed material. Additions may be made to include all categories or sub-databases at irregular intervals.

Availability of Licensed Materials. Within two (2) weeks of the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users via secure servers.

English Language Interface. Licensor shall develop, install and maintain an English language software interface for the Licensed Materials located on its server.

Documentation. Licensor will provide and maintain an English language interface, associated help files and other appropriate user documentation.

Support. Licensor will offer reasonable levels of continuing support to assist Licensee in use of the Licensed Materials. Such support may include written document to assist with the using of the facility, off-site technical consultancy, and remote technical maintenance. Licensor will also make continuous effort to improve its site in terms of user functionalities; e book quality such as higher resolution and to provide free upgrades on its system. Licensor will make its personnel available by email, phone or fax for feedback, problem-solving, or general questions.

Access to content. Licensor agrees to develop within its technical capacity, tools or bibliographic records that will help Licensee facilitate access to materials via the online catalog. All costs associated with technical development will be borne by licensor.

Training. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any Licensor software.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server has 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 scholarly information provision industry.

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. Licensor shall notify Licensee promptly of all instances of system unavailability that occur outside the Licensor's normal maintenance window and use reasonable effort to provide advance notice of hardware or software changes that may affect system performance.

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, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

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 prompt notice of any such changes to Licensee. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee except regular changes by daily or monthly update. If any modifications render the Licensed Materials less useful to the Licensee or its Authorized Users, the Licensee may treat such modifications as a material breach subject to the Early Termination provisions of this Agreement below. Further, Licensor shall notify Licensee as soon as possible when the URLs and server domain names that affect Licensee's access are modified.

Completeness of Content. Where possible, Licensor will inform Licensee of instances where online content materially differs from the print versions of the Licensed Materials.

Licensor shall undertake reasonable efforts to deliver online content received from Owner completely and accurately, identifying and where possible, correcting any 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.

Withdrawal of Licensed Materials. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall give written notice to the Licensee of such withdrawal no later than thirty (30) days following the removal of any item pursuant to this section. Licensor is obligated to replace any withdrawal with the same number of titles so that

the total of the licensed material is maintained at the level in conformance with this license. Should licensor fail to make up the equivalent withdrawal or, if any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized Users, Licensor shall reimburse Licensee in an amount that the withdrawal is proportional to the total Fees owed by Licensee under this Agreement.>

Usage Data. Licensor shall provide to Licensee access statistics on the usage of the Licensed Materials by Licensee and/or its Authorized Users in accordance to COUNTER. Licensor shall continue to make effort to improve statistical functions in the future, so it is in conformance with the Guidelines for the Statistical Measures of Usage of Web-Based Indexed, Abstracted, and Full Text Resources (December 3, 2001, adopted and approved by the International Consortium of Library Consortia.

IX. 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 the 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.

Protection from Unauthorized Use. Licensee shall implement reasonable procedures to restrict access to the Licensed Materials to Authorized Users, and shall be responsible for verifying the status of Authorized Users.>

Maintaining Confidentiality of Access Passwords. Licensee shall maintain the confidentiality of any institutional passwords provided by Licensor.

IP Addresses. Licensee shall bear responsibility for making complete and accurate lists of registered IP addresses available to Licensor on a regular basis.

X. MUTUAL PERFORMANCE OBLIGATIONS

Cure Activities. In the event of any unauthorized use of the Licensed Materials by an Authorized User, Licensee shall cooperate with Licensor in the investigation of any unauthorized use of the Licensed Materials of which it is made aware and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence. Licensor may terminate such Authorized User's access to the Licensed Materials after first providing reasonable notice to Licensee (in no event less than two (2) weeks) and cooperating with the Licensee to avoid recurrence of any unauthorized use.

Confidentiality of User Data. Licensor agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Licensee agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by individual Authorized Users. 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 relating to the identity of specific users and/or uses, shall not be provided to any third party.

XIII. TERM

The appropriate German law shall apply to any disagreements or disputes arising from this agreement that are not resolved through the normal process of discussions.

XIV. PERPETUAL LICENSE

Licensor grants Licensee non-exclusive, non-transferable perpetual access to the Licensed Materials on an annual basis defined in this license agreement. Licensor may cease access by Licensee at the end of the license term.

XV. 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 secured 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. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XVI. 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. Licensor will have no liability to any person for any loss or damage arising out of use of, or inability to use the Licensed Materials.

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.

XVII. 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 and/or any other cause beyond the reasonable control of the party whose performance is affected.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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) 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 regular mail or hand delivery to the specified address. Either party may change its Notice Address by written notice to the other party. The payment will be done by Licensee to CIBTC (address) as the agent of Licensor and Licensee. After the complete installation of the product CIBTC as the agent is assigned by Licensee to send the fee to Licensor. In case of any unsatisfied result the agent (CIBTC) is entitled to resend the complete fee to Licensee.

If to Licensor:

Superstar Digital Library

1212 Tower C, GEM Building

3rd street No 9, Haidian District Shangdi

Beijing 100084

China

Superstar Digital Library shall send the invoice to:

or: >

Fax:

Email:

** Important invoicing information: please send invoice via email if possible to: Refer to Purchase Order Number:

Schedule**Licensed Material**

Collection of Chinese eBooks accessible

Access

Assigned Internet Protocol (IP) addresses

Host location

Licensor's dedicated server in North America

Fees

xxx,000 euros for Permanent use

Library names & addresses

IP addresses & ranges

Technical support

Mr. Zhan Huiming>

8610 8278 4889

email: huimin@ssreader.com

Customer service

Mrs. Chen Kunyi

8610 8278 4889

email: kunyi@ssreader.com

International sales

Ms. Zhang Aizhen

8610 6296 2266 - 3081

email: haiwai@ssreader.com

AS WITNESS the hands of the parties the day and year below first written

FOR THE LICENSOR:

SuperStar Information Technology Co., Ltd.

Name (in block capitals): Date:

Position / Title:

FOR THE LICENSEE: Berlin State Library

Name (in block capitals): Date:

Position / Title:

ACKNOWLEDGEMENT

This License Agreement is base on Northeast Research Library generic license (<http://www.library.yale.edu/NERLpublic/licensingprinciples.html>) with modification.