
Database of Chinese Judicial Files (Jiangjin Part)
Phase I and Phase II
Sales Contract

中国司法档案数据库·江津卷
1 期和 2 期
销售合同

NO. : ARS_20210310
合同号: ARS_20210310

CONTRACT
合同

Date: 2021-7-22

日期: 2021-7-22

The Buyer: The Regents of the University of California, on behalf of the University of California San Diego

Add: 9500 Gilman Drive, La Jolla, CA 92193

Tel: [Text Deleted]

Fax: [Text Deleted]

买方:

地址:

电话:

传真:

The Seller: **China International Book Trading Corporation**

Add: 35 Chegongzhuang Xilu, Beijing, China

Tel: [Text Deleted]

Fax: [Text Deleted]

卖方: 中国国际图书贸易集团有限公司

地址: 中国北京市车公庄西路 35 号, 100048

电话: [Text Deleted]

传真: [Text Deleted]

This agreement is entered into by and between the Buyer and the Seller. The Seller is China International Book Trading Corporation (CIBTC). This agreement and its appendix sets forth the terms and conditions pursuant to which The Database of Chinese Judicial Files (Jiangjin Part) Phase I and Phase II will be sold by the Seller to the Buyer. In consideration of the mutual agreements, representations, warranties and covenants herein contained, the parties hereto agree as follows:

买卖双方本着平等互利，等价有偿，诚实信用的原则，在协商一致的基础上签订本合同。卖方是中国国际图书贸易集团有限公司(简称 CIBTC)。买方向卖方购买中国司法档案数据库·江津卷，特签订本合同，具体内容如下：

1. Service Order 服务订购

The Buyer orders the Database of Chinese Judicial Files (Jiangjin Part) Phase I and Phase II. Seller hereby grants to Buyer non-exclusive and non-transferable use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

买方购买中国司法档案数据库·江津卷,1 期和 2 期。卖方特此授予买方非独家、不可转移的使用该合同下许可资源的权利，并授予买方为授权用户提供该许可资源的权利。

2. Service Model and Price 服务模式及价格

Product Name: Database of Chinese Judicial Files (Jiangjin Part) Phase I and Phase II
产品名称: 中国司法档案数据库·江津卷,1 期和 2 期

Product Price:

The Database of Chinese Judicial Files (Jiangjin Part) Phase I and Phase II one time purchase fee is: [Text Deleted] Starting from second year, service fee for [Text Deleted] per year. Service fee will not increase in future years.

产品价格:

中国司法档案数据库·江津卷, 一次性购买 [Text Deleted] 美元。从第 2 年起, 每年支付 [Text Deleted] 远程服务费。

Service Mode:

Remote access server shall be provided via IP addresses of the Internet. The scope of accessing shall include the LANs appointed by the Buyer.

The scope of accessing shall include:

SEE ATTACHED LIST OF IP ADDRESSES

服务方式:

通过互联网 IP 地址提供远程访问服务。访问范围为买方指定的局域网。

访问范围为:

Delivery Term:

The CIBTC shall provide the Buyer with link address for the remote access server.

发货方式:

CIBTC 为买方提供通过互联网 IP 地址进行远程访问服务所需的链接地址。

3. Terms of Payment and Delivery 付款及交货方式

Payment is due within 90 days of receipt of invoice, and the Remote Service will be established within 5 working days after payment is received.

本合同签定 90 个工作日内, 买方须向卖方支付合同全额货款; 卖方收到买方货款后开始为买方建设远程服务平台, 5 个工作日内交付买方使用。

Method of payment: telegraphic money order check cash
支付方式为: 汇款 支票 现金

Currency: USD HKD EUR GBP JPY
货币币种: 美金 港币 欧元 英镑 日元

PAYMENT BY T/T ADVANCE

Please make your wire transfer payable to:

付款:

请电汇至:

NAME OF THE BANK:

[Text Deleted]

ADDRESS:

ACCOUNT NAME:

ACCOUNT NO. FOR USD:

SWIFT CODE:

4. Rights and Obligations of the Buyer:

买方的权利和义务:

The Buyer shall provide an accurate IP address range with network terminal equipment which shall be entitled to login. Buyer has a right to access database in perpetuity.

买方应提供准确的需要登录权限的网络终端设备的 IP 地址段，并享有在合同期内自由访问数据库内容的权利。

The Buyer shall use and download the contents of database correctly. Besides read, download, print, and copy a reasonable portion of the products, the Buyer has a right to research and analyze the products provided by the Seller. The Buyer and Authorized Users may make all use of the Licensed Materials as is consistent with United States copyright law, including its Fair Use Provisions.

买方应正确使用、下载乙方数据内容。除了阅读该产品之外，买方有权用卖方所提供的产品的内容进行研究和分析工作。

The Buyer agrees that the data provided by the Seller is reference material.

买方同意卖方提供的数据属参考资料。

The Buyer (including its employees) shall maintain the copyright of the data and the software provided by the Seller. The Buyer shall not transmit the data and the software to any entity or individual which is outside of the scope of this Agreement by moving, faxing, leasing, transferring or other method.

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 or commercial purposes. Interlibrary Loan. The Buyer may fulfill requests from other libraries, a practice commonly called Interlibrary Loan. The Buyer agrees to fulfill such requests in accordance with Sections 107 and 108 of the U.S. Copyright Act. Requests may be fulfilled using electronic, paper, or intermediated means.

The Buyer is permitted to use the Licensed Materials for standard academic and educational use in classrooms, course packs, and course reserves.

买方（包括其雇员）有义务维护卖方所提供数据及软件的版权（著作权），不能转移、传真、出租、转让或以任何形式传播给本协议范围之外的其他单位（包括与买方有投资或从属关系的单位）或个人。

5. Obligations and Rights of the Seller:

卖方的责任和权利:

- (1) **Usage Data.** Seller shall provide usage statistics to Buyer on a monthly basis in conformance with relevant standards such as the Guidelines for Statistical Measures of Usage of Web-Based Information Resources (December 2001) adopted and approved by the International Coalition of Library Consortia and the COUNTER Code of Practice (Release 1 or higher). Usage statistics shall include, but are not limited to, the following data elements: number of user sessions (log-ins), maximum number of simultaneous users and number of refused sessions per day if applicable (i.e., if materials are licensed for a specific number of simultaneous users), number of searches, and number of citations, abstracts, and full-text items retrieved (if applicable).

使用数据。卖方应按照相关标准，如：图书馆联盟国际联盟通过并采用的《基于网络的信息资源使用统计度量指南》（2001年12月）以及《COUNTER实务守则》（第1版或更高版本），每月向买方提供使用统计数据。使用统计数据应包括但不限于以下数据要素：访客量（登入系统）、最大并发用户数及每日被拒访客量（如适用，例如：资源许可规定了具体的并发用户数）、搜索次数以及引用、摘录及全文提取次数（如适用）。

*COUNTER=Counting Online Usage of NeTworked Electronic Resources=在线使用网络电子资源计数

The CIBTC is responsible for products' quality and services' stability which provided to the Buyer.

CIBTC 对于提供给买方的产品质量负责，并保障服务的稳定性。

The CIBTC should give necessary technical support to the Buyer to ensure successful use of the Seller's products. It warrants as follows:

- (1) Working hours (Beijing time Monday to Friday 9:00-17:00) manual online service support;
- (2) 365 * 7 * 24 offline service support;
- (3) Customer complaints will be replied within one working day;
- (4) To provide backup network access services for users in the event that a major accident occurred;

CIBTC 应给买方必要的技术支持，确保买方顺利的使用产品，并做出如下服务承诺：

- (1) 工作时间 (北京时间周一至周五 9:00-17:00)人工在线服务支持；
- (2) 365*7*24 离线服务支持；
- (3) 1个工作日内答复用户投诉；
- (4) 重大事故期间为用户提供备份网络访问服务；

If there has occurred a breach of this Agreement and such breach is not cured within 60 days of written notice thereof from the Buyer, then the Seller shall have the right to terminate the right of product access of the Buyer to the Seller's servers. Any such termination will NOT affect the Buyer's rights pertaining to files delivered to the Buyer's Digital Repository under the perpetual access rights described in Section 10 of this Agreement, provided that the breach did not specifically pertain to misuse of those files.

如果买方违约，并且在收到卖方书面通知的六十日内未能纠正，卖方保留终止买方对该产品使用的权利。如违约行为不特别属于滥用此类文件，任何此

类终止都不可影响本合同下买方就第 10 条交付到买方数据化资源库的永久访问权文件的权利。

Confidentiality of Personally Identifiable Information. The Seller agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If Seller is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Seller shall provide the Buyer with adequate prior written notice as soon as is practicable, so that Buyer or Authorized Users may seek protective orders or other remedies. Seller will notify Buyer and Authorized Users as soon as is practicable if the Seller's systems are breached and the confidentiality of personally identifiable information is compromised

6. Responsibility for Breach of Contract:

违约责任:

The Seller shall bear the liability by continuing to perform the obligations, taking the remedial measures, or compensating for losses under the condition of its performing its obligations of delivery beyond the time limit, or the provided products fail to meet the quality requirements, except for the only reason is force majeure.

卖方如因非不可抗力的原因而造成所供产品质量不达标或逾期交货的，卖方需承担相应违约责任，如：持续履行义务、采取补救措施或补偿损失。

The Buyer shall bear the liability if it delays or failures to perform any of its payment obligations except for the force majeure. The Seller has the right to terminate the agreement when the delay is over sixty (60) days.

买方因非不可抗力的原因而造成不能付款的或逾期付款，买方需承担相应违约责任。买方逾期六十（60）日仍未付款，卖方有权终止本合同。

7. Force majeure:

不可抗力:

The Seller shall not be responsible if it is unable to fulfill the contract due to force majeure. Force majeure as used herein means objective situations which cannot be foreseen, avoided or overcome, 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. Either party that is unable to fulfill the contract due to force majeure shall notify the other party in time in order to reduce losses possibly inflicted to the other party. The parties shall dissolve the contract, or exempt the obligations in whole or in part by negotiation.

卖方不应承担因不可抗力导致未能履行合同产生的责任。此处不可抗力指不能预见、不能避免、不能克服的客观情况，包括但不限于自然灾害、政府制约（包括否决或取消任

何出口或其它必要许可)、战争、暴动及/或任何其它不可合理控制的缘由。遇有不可抗力的一方,应立即将事件情况通知对方,以减轻对方遭受的可能的损失。由双方协商决定是否解除合同、全部或部分免除相关义务。

8. Dispute Settlement:

解决纠纷的方式:

All disputes arising from the execution of, or in connection with this Contract, shall be settled amicably through friendly negotiation between both parties.

如履行本合同发生争议,双方应首先本着友好的态度协商解决。

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Alameda County, California

9. Modification or Amendment:

合同变更:

Either party shall get the approval of the other party if it wants to amend the contract. The contract will be amend by the appendix signed by both parties.

合同履行中,如一方需要修改,须事先征得对方同意,另行签订补充协议作为本合同之附件。

Online Terms and Conditions. In the event that Seller requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as “click-through” or “clickwrap” licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.

10. Other Clauses:

双方约定的其它事项:

Text and Data Mining

Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes, utilize and share the results of text and/or data mining in their scholarly work, and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Seller will cooperate with Buyer and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and

form most useful to the Authorized User. If Buyer or Authorized Users request the Seller to deliver or otherwise prepare copies of the Licensed Materials for text and data mining purposes, any fees charged by Seller shall be solely for preparing and delivering such copies on a time and materials basis.

文本及数据挖掘

授权用户可使用买断资源用于学术研究、学问及其它教育目的（不得用于第三方制作以取代本买断资源的新产品），使用及分享其学术作品中文本及/或数据挖掘的成果，并允许他人使用研究成果。卖方应为买方及授权使用者提供合理协助，以便授权使用者使用本买断资源。如果买方或授权用户因数据挖掘目的要求卖方提供或另行准备购买材料的备份，卖方应仅向买方收取准备及发送所要求资料的费用。

Perpetual Access

永久访问

- 1) The Buyer has perpetual and irrevocable access rights for all titles purchased. Seller hereby grants to Buyer a nonexclusive, royalty-free, perpetual license to access electronically any Licensed Materials made available to Buyer during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. Seller shall provide the Buyer with access to the Licensed Materials in a manner and form substantially equivalent to the means by which access is provided under this Agreement. Continuing access may be provided either from the Seller's server or from a third-party's server.
- 1) 买方将享有所有购买书目的永久及不可撤销的访问权限。卖方特此授予买方在本合同有效期内非独家、免版税、永久电子访问本合同许可资源的权限。买方应按照本合同条款使用资源，此种条款不因本合同终止而失效。卖方应用某种方式、形式向买方提供许可资源的访问途径（实质上等同于本合同下提供的访问方式）。持续访问权限可通过卖方或第三方服务器提供。
- 2) Seller will provide Buyer with one (1) copy in a mutually-acceptable format (or grant permission to make one copy) of any Licensed Materials holdings that are sold to another publisher/provider or discontinued for any reason, to fulfill Buyer's rights under this Section. Additionally, upon termination of this Agreement or upon request, Seller agrees to provide to Buyer or to deposit in a trusted archive selected by Buyer on Buyer's behalf a machine-readable copy of the Licensed Materials for Buyer's use. This copy shall be perpetually licensed to Buyer for purposes of education and research according to the terms

of use contained in this Agreement, unless such terms are superseded by a later agreement. Buyer is authorized to make such further copies in perpetuity as it may deem necessary for purposes of archival preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued access to and/or archival retention of the data and does not violate or extend the use rights contained in this Agreement or its successor.

The Buyer will be lawful owner of the digital copy.

2) 卖方应给买方提供其已出售给其他出版社/供应商或因任何原因终止提供访问权的、所持所有许可资源的副本一(1)份(或许可买方制作一份),以实现买方在此节下的权利。

此外,本合同终止时或根据买方提出的要求,卖方同意向买方提供或以买方名义向买方挑选的可靠档案馆存入机器可读副本以供买方使用。除该条款被后续协议取代,买方有权按照本合同使用条款因教育及研究目的永久使用该副本。买方有权因存档、重新整理或移植(包括移植到其它格式)等为了保证资源持续可用和/或数据存档进行进一步复制,该复制不可违反或扩大本合同或后续合同下的使用权。买方为数字副本的合法拥有者。

3) To the extent the Seller no longer provides access to the contents purchased, the Buyer may permit its authorized users access to its digital copy and allow them to make uses permitted under this agreement.

3)

如卖方不再提供购买内容的访问权限,买方可允许其授权用户在本合同许可的范围下访问其数字备份。

Authorized Users

. "Authorized Users" are users in a UC San Diego Library or other campus facility, or users who have a current UC San Diego University or UC San Diego Library ID number.. Authorized users may also access the product via secure remote proxy..

授权用户

“授权用户”指加州大学圣地亚哥图书馆或其它校园设施中的使用者,或指当前拥有加州圣地亚哥大学或加州大学圣地亚哥图书馆 ID 的用户。授权用户也可以通过远程方式访问该数据库。

TERM

This Agreement shall continue in effect for one (1) year- commencing on the Effective Date.

期限

本合同自生效之日起一(1)年内有效。

RENEWAL

This agreement shall be renewable at the end of the current term for a successive term unless the Buyer gives written notice of its intention not to renew at least thirty (30) days before expiration of the current term.

续约

除买方在合同期限结束至少三十（30）日前发出书面通知表明不想续约，本合同应在当期期末续期。

WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

Seller warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained 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 Seller shall indemnify and hold Buyer 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 Buyer 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.

保证条款

遵照本合同中其它条款中明确的限制:

卖方保证其有权对本合同下许可资源发出使用许可，即其已从第三方获得一切授权许可资源的所需许可。授权用户依照本合同使用许可资源，不应侵犯任何第三方的版权。卖方应使买方及授权用户免于任何损失、索赔、损害赔偿、判决、处罚或招致的伤害，包括：因任何第三方宣称版权侵权提出的索赔，或买方及授权用户依照本合同约定使用本许可资源时，因其它产权问题产生的合理的律师费。该补偿不因本合同终止而失效。本合同中无其它适用于本补偿规定的其它责任限制条款。

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.

Seller 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.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Seller 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 merchantability or fitness for a particular purpose.

保证条款限制

尽管本合同中另有约定：

双方都不应为使用或无力使用许可资源时，任何间接的、特殊的、偶发的、惩罚性的活随之发生的损失，包括但不限于：数据丢失、营业中断或利润损失负责。

卖方不就任何许可资源内容作出陈述、保证及明确否认任何责任，包括但不限于错误或遗漏、诽谤、侵犯公开权、隐私权、商标权、精神权利或机密信息泄露。

除此处作出的明确保证，许可资源按现状提供，卖方否认其它一切部分或全体许可资源相关的保证、条款或明确的、暗示性的、口头或书面的陈述，包括但不限于一切处于特定目的的商品性能及适应性的默认保证。

11. Contract Language:

合同文本语言

This Contract shall be signed simultaneously in Chinese and English versions. In case of any discrepancy between the two versions, the English version shall prevail.

本合同的中英文本应共同签署，两种文本具有同等效力。若中英文文本出现不一致时，以英文文本为准。

12. This Contract is made in duplicate with each party keeping one copy.

本合同一式二份，买卖双方各执一份

13. Validation of the Contract:

合同生效：

This contract shall become effective on the date it is signed by authorized representatives of both parties.

本合同自双方签字（盖章）起，开始生效。

Contract Sign:

合同签订:

Date:

签订日期:

Location: Beijing

地点: 北京

The Buyer 买方:

University of California San Diego

The Seller 卖方:

China International Book Trading Corp.
中国国际图书贸易集团有限公司

[Text Deleted] AUL SRS, 7/23/2021

[Text Deleted]

[Text Deleted]

(Sign 盖章)

Representative 代表人:

(Sign 盖章)

Representative 代表人:

Address of Registration 注册地址:

9500 Gilman Drive, La Jolla, CA 92193
United States
electroniclib@ucsd.edu

Address of Registration 注册地址:

35 Chegongzhuang Xilu, Beijing China
北京市车公庄西路 35 号, 100048

Phone No. 电话:

[Text Deleted]

Phone No. 电话:

[Text Deleted]

Fax No. 传真:

[Text Deleted]

Fax No. 传真:

[Text Deleted]

[Text Deleted]