

## **Subscription Agreement**

**The Chinese Great Leap Forward – Great Famine Database, 1958-1962**

(Please check box(s) whichever applicable)  
(Hereinafter referred to as the "Database")

Please read this agreement ("Agreement") carefully before submitting your application for subscription.

This Agreement is a legal agreement between you ("Subscriber") and The Editorial Board of the Chinese Great Leap Forward—Great Famine Database at Centre for Modern China Studies, 4417 Santa Anita Ave, El Monte, CA91731, USA ("CGLF") with regard to your subscription for the Database listed above which is hosted in Universities Service Centre for China Studies of The Chinese University of Hong Kong (USC).

Subscriber hereby applies to access or to establish a connection to the USC Web Site ("Site").

### **1. ACKNOWLEDGMENTS AND ACCEPTANCE OF TERMS**

Subscriber may access the Site in accordance with the terms and conditions of this Agreement, and any operating rules or policies that may be published by USC from time to time. Save as expressly referred to herein, any representation, warranty, term or condition not expressly set out in this Agreement shall not apply.

### **2. DESCRIPTION OF SERVICE**

2.1 CGLF allows Subscriber to access the Database via the World Wide Web. Subscriber must:

- (1) Provide all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web.
- (2) Provide for his/her own access to the World Wide Web and pay any telephone and/or connection service fees associated with such access.

2.2 This Agreement solely allows faculty (permanent or visiting), students and staff members of the Subscriber and on-site users of the subscriber's library and campus computer network ("Authorized Users") from an authorized IP address to have access to the Site. Users not at an authorized IP address shall not have access to the Site unless via VPN or Proxy Server.

- (1) Proxy Servers are eligible for use by faculty (permanent or visiting), students, and staff members of the Subscriber only.
- (2) There is no sub-license through Proxy Servers.
- (3) Login system has to be installed on a Proxy Server.

Subscriber shall be responsible for undertaking reasonable measures to prevent access by unauthorized persons to its authorized IP addresses, and shall be responsible for terminating any unauthorized access of which it has actual notice or knowledge.

### **3. CHANGES TO TERMS OF SERVICE**

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. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of CGLF and Subscriber. All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 21 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 mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

### **4. MODIFICATIONS TO SERVICE**

Subscriber understands that from time to time the contents of the Database may be added to, modified, or deleted from by CGLF and/or that portions of the Database may migrate to other formats. CGLF shall give prompt notice of any such changes to Subscriber.

### **5. DISCLAIMER OF WARRANTIES**

5.1 CGLF does not warrant that the access to the Site will be uninterrupted or error free.

5.2 Any statement, condition or warranty, express or implied, statutory or otherwise, as to the quality, merchantability, or suitability or fitness for any particular purpose of the Site is hereby excluded and CGLF shall not be liable to Subscriber or any other persons for loss or damage (whether directly, consequentially, or incidentally) arising directly or indirectly in connection with the use of or the inability to use the Site.

### **6. NO RESALE OR COMMERCIAL USE OF THE SUBSCRIPTION**

Subscriber agrees not to sub-license, rent, lease and loan, assign or transfer any rights

granted by CGLF. Any attempt at such sub-license, rent, lease, loan, assignment or transfer is void.

7. INDEMNIFICATION

Each party shall indemnify and hold the other harmless from any claim or demand, including reasonable attorneys' fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims, and provided that nothing in this license shall make the Licensee liable for breach of the terms of the license by any Authorized User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

[Text deleted]

5/30/14

8. TERMINATION

8.1 In the event that either party believes that the other materially has breached any obligations under this Agreement, or if CGLF believes that Subscriber has exceeded the scope of the Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 21 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within 21 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

8.2 In the event of early termination permitted by this Agreement, Subscriber shall be entitled to a refund of any fees or pro-rata portion thereof paid by Subscriber for any remaining period of the Agreement from the date of termination.

9. NOTICE

All notices given pursuant to this agreement shall be in writing and shall be made either via email or conventional mail. CGLF may publish notices or messages through the Site to inform Subscriber of changes to this Agreement, the Site, or other matters of importance. In the event that CGLF requires Subscriber to agree to terms relating to the use of the Database before permitting Authorized Users to gain access to the Database (commonly referred to as "click-through" licenses), or otherwise attempts to impose such terms on Authorized Users through mere use or viewing of the Database, CGLF shall

provide Subscriber with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail.

10. LAWS

10.1 CGLF's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CGLF in writing.

10.2 Subscriber and CGLF agree that any cause of action arising out of or related to this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

10.3 The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

Licensee

Licensor

The Editorial Board of the Chinese Great Leap Forward—Great Famine Database

[Text deleted] Signature

[Text deleted] Signature

Name: [Text deleted]

Name: [Text deleted]

Date: 5/30/14

Date: 9/6/2014

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