Founder Apabi D-Lib.
Customer License

NO. :
CONTRACT

Contract NO:

Date:

The Buyer:
Add:
Tel:
Fax:

The Seller:
Add:
Tel:
Fax:

This agreement is entered into by and between the Buyer and the Seller. This agreement and its appendix sets forth the terms and conditions pursuant to which Founder Apabi D-Lib 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:

1. Founder Apabi Products List:

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Name</th>
<th>Description</th>
<th>Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Founder Apabi D-Lib</td>
<td>D-Lib.</td>
<td>eBook Management and Lending Management</td>
<td>✓</td>
</tr>
<tr>
<td>Apabi Reader</td>
<td>Reader</td>
<td>Read and Manage Variant Format eBooks</td>
<td>Free</td>
</tr>
<tr>
<td>Apabi eBooks</td>
<td>eBooks</td>
<td>See Enclosed Appendix1 “Apabi Order List”</td>
<td>✓</td>
</tr>
<tr>
<td>Retrieval Engine</td>
<td>Retrieval</td>
<td>Search in Multi-database</td>
<td></td>
</tr>
</tbody>
</table>

Order Mode:
1. One-time Paid:
   One-time paid list price + service fee (55% of list price)
2. Annual Subscription
   Annual subscription list price

Total Price(USD)

2. Total Price of the Contract:
The total amount of contract is U.S. Dollars ONLY.

3. Terms of Payment and Delivery:
The Seller shall provide the Buyer with the above products by ASP service within 7 working days and the buyer shall pay the total contract value within 30 days after the contract is signed.
Method of payment:
Currency:

PAYMENT BY T/T ADVANCE

Please make your wire transfer payable to:

NAME OF THE BANK:
SWIFT CODE:
ACCOUNT NAME:
ACCOUNT NO. FOR USD/EUR/GBP/JPY:

4. ASP Service:
The Seller shall open the Apabi D-Lib. website to the Buyer so that the Buyer can access and utilize the purchased product.

The End User’s Information Name:
Contact Person:
Telephone Number:
Email Address:
Address:

5. Quality Term
The Seller shall guarantee that the provided products are corresponded in all respects with the quality and specification as the promissory model.

6. Intellectual Property Right:
The sole copyright of Founder’s products under this Contract is owned by the Seller. All the correlative intellectual property rights thereof are also belong to the Seller. The Buyer has the right to use the product under this contract. The Buyer may not rent, lease, give, or further distribute the product or any copy thereof to any third party.

The Buyer should use the product in good faith. The Buyer agrees not to modify, adapt, traverse or otherwise attempt to conduct the infringement to the intellectual property right associated with the product.

The copyright of eBooks under this Contract is owned by eBook’s publishers, who have authorized the Seller to sale. Publishers have guaranteed that eBooks have been in accordance with the correlative Chinese Law.

The Buyer should have the legal rights to use eBooks under the Contract and should not take responsibility for copyright dispute of these eBooks. It should last after the Contract expiration.

7. Technical Support and Post-sell Service:
The Seller guarantees to provide lifetime technical maintenance of the product.

The Seller promises to fix the problem within two business days anytime when the problem happens
to ASP server in Beijing and the problem is interfering the normal operation. The Seller has the responsibility to inform the Buyer after the problem is solved.

The Seller shall provide free upgrade versions of the product to the Buyer.

The Buyer can obtain technical support according to the following information:
Hot line support: Please dial +86 10 82179966  office time: 9:00~18:00/working day.
ApabiSupport email: Please send email to apabi520@founder.com. Respond within one working day.

8. Property

The ownership of the products (including hardware and software) shall not be abalienated unless the Buyer fulfills the total payment. The Seller has the right to stop to provide ASP service if the Buyer could not fulfill the total contract value in stipulated time. The Buyer shall compensate the loss caused by breach of contract, including, without limitation, the penalty for the breach and correlative fee.

9. Indemnity:

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 the products fail to meet the quality requirements, except for the only reason is force majeure.

The Buyer shall bear the liability if it delays or failures to perform any of its payment obligations except for the force majeure. The Buyer shall disburse the charge for the breach of the Contract at 1% of the total amount of unpaid payment and pay for the other loss. The Seller has the right to terminate the contract when the delay is over 30 days. The Buyer shall be responsible for all the losses.

10. Force majeure:

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, as typhoon, earthquake, flood, transformation of government policy, strike, riot, war, and other acts of god. 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, and it shall submit the other party with the occurrence of the force majeure and a certificate of the accident issued by the competent government authorities. The parties shall dissolve the contract, or exempt the obligations in whole or in part by negotiation.

11. Dispute Settlements:

All disputes arising from the execution of, or in connection with this Contract, shall be settled amicably through friendly negotiation between both parties. In case no settlement can be achieved through negotiation, the case shall be submitted to China International Economic and Trade Arbitration Commission, for arbitration in accordance with the Chinese Law. The arbitrament is binding on both parties and the lose party shall bear the arbitration fee.

12. Modification or Amendment:

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.
13. Other Clauses:
The product order list (enclosed as Appendix 1), which shall be filled by the Buyer for the future purchase and signed by duly authorized representatives from both parties, should be considered as efficient contract (both by facsimile copies or by post original eBook order form).

If the Buyer takes the one-time paid service, when the Seller could not supply Apabi D-Lib service to the Buyer under the reasons as bankruptcy or important technical amendment, the Seller shall submit Apabi D-Lib (software) to assure that the Buyer could use them continually. The Buyer only need to pay for the fee of CD or DVD.

The D-lib system of Founder should provide borrowing, searching, recommendation, classification, statistics, etc. for eBooks. It could provide CNMARC or MARC21 records and replace the LOGO for the Buyer as required.

The seller should provide the buyer the eBooks’ CD or DVD for back up without charge.

14. The appendix of this contract is part of the Contract and will be binding on both parties and have the same force and effect as the signed original.

15. This Contract is made in two copies with each party keeping one.

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

17. Contract Sign:

Date: Location:
The Buyer: The Seller:

( Sign ) ( Sign )
The Deputy: The Deputy:
Address of Registration: Address of Registration:

Phone No.: Phone No.:
Fax No.: Fax No.:
Appendix I.

Apabi Order Form

Date: List NO.:

The Buyer:
Add:
Tel:
Fax:

The Seller:
Add:
Tel:
Fax:

1. Order List:

| Total No. of EBooks | Exchange rate | Total Price of EBooks | Total Price of EBooks in USD | Service Fee | Service Fee in USD | Total Price in USD |

2. PAYMENT

BY T/T ADVANCE

Please make your wire transfer payable to:
NAME OF THE BANK:
SWIFT CODE:
ACCOUNT NAME:
ACCOUNT NO. FOR USD/EUR/GBP/JPY:

The Buyer: The Seller:
(Sign) (Sign)

The Deputy: The Deputy:

Address of Registration:
Address of Registration:

Phone No.:
Phone No.:

Fax No.:
Fax No.