Cardinal Optimizer (COPT) User Agreement

Dated: July 30, 2026

Welcome to Cardinal Optimizer Products and Services!

Before using Cardinal Optimizer (COPT) (hereinafter, the "Software"), please read carefully all the terms and conditions contained in the Cardinal Optimizer (COPT) User Agreement (this "Agreement"), especially the clauses regarding disclaimers or limitation of liability, which may be highlighted in bold or underlined to draw your attention thereto. **If you have any doubt regarding the content of this Agreement (in particular the clauses involving any disclaimer or limitation of liability), you may contact us at any time at the contact information listed hereunder, and we will provide you with further explanation and description upon your request.**

By using COPT software in the manner licensed by Cardinal Operations, you acknowledge that you have fully read, understood, and accepted this Agreement in its entirety, and this Agreement shall immediately become legally binding. You may not then claim that this Agreement is invalid or request to cancel this Agreement on the grounds that you fail to read this Agreement or have not received our answers to your inquiries.

If you do not have full capacity for civil conduct due to age, intelligence and other reasons, please read this Agreement and other aforementioned agreements in the company of a legal guardian. If you are a user outside of Mainland China, the conclusion or performance of this Agreement and use of the Software by you shall also comply with the laws of the country and/or region where you reside.

I. DEFINITIONS AND INTERPRETATIONS

1. **Confidential Information** refers to the information provided by the party in possession of such information (the "Provider") to the other party (the "Recipient") in accordance with this Agreement, including but not limited to technical information, commercial information, documents, procedures, plans, technologies, icons, drawings, models, prototypes, parameters, data, algorithms, standards, know-how, business or business operation methods and other proprietary information, terms of this Agreement and other commercial and technical information related to this Agreement (hereinafter, the "Confidential Information"), which may only be used by the Recipient and its personnel for the purpose of this Agreement.
2. **Cardinal Optimizer (COPT) or Product** means the object code libraries of Cardinal Optimizer (version 8.0.1) or its updated version, including all the Upgrades (defined below) and published documents.
3. **Effective Date** means the earlier of the date when you sign an Order (defined below) or the date when the Software was first made available to you.
4. **Error** means any reported and reproducible failure of the Product which will affect the operation of the Product according to the functions described in the published documents.
5. **Error Correction** means making modifications or additions to the Product to make the Product substantially consistent with the content of published documents, or making

adjustments to the processes or procedures in the course of daily use of the Product, so as to avoid any actual adverse effects caused by such inconsistency.

6. **Order** means any order (including, without limitation, online orders) entered into by Cardinal Operations (or an authorized dealer or distributor of Cardinal Operations) with you under which you are provided with the Software. Each Order of the Software shall be deemed as a part of this Agreement. This Agreement shall be binding on you regardless of whether you sign an Order directly with Cardinal Operations or with an authorized dealer or distributor of Cardinal Operations. Orders may not, in principle, change the terms of this Agreement, unless such Orders are made as a written agreement concluded by Cardinal Operations (instead of a Cardinal Operations' supplier) and you through mutual negotiation.

7. **Platform** means a specific combination of hardware and operating software on which the current version of the Software is available.

8. **Upgrade** means any correction of Error, new release and modification or additions to the Software.

9. **Software** means the Product and modules of the COPT and any embedded third-party supplier components, such as, mathematical solver that may have a valid license. Unless otherwise specified hereunder, the Software, the Product and documents are referred to collectively as "Software".

II. PARTIES TO THE AGREEMENT

1. This Agreement is an agreement jointly concluded by individual users without enterprise organization status or enterprise organization users (including administrators and end users) of the COPT and the COPT software and service suppliers in Putuo District, Shanghai, China with respect to the downloading, installation and use of the Software as well as use of relevant services.

2. The aforementioned individual users, enterprise organization users and their administrators and end users of the COPT are collectively referred to as "users" or "you".

3. The COPT software and service suppliers include Cardinal Operations Technology (Shanghai) Co., Ltd. and other affiliates involving provision of the optimizer services, including Beijing Cardinal Intelligence Technology Co., Ltd., Fifth Paradigm (Shenzhen) Technology Co., Ltd., Cardinal Operations Technology (Guangzhou) Co., Ltd., Cardinal Operations Technology (Nanjing) Co., Ltd., Cardinal Operations (Suzhou) Co., Ltd. The above COPT software and service suppliers are collectively referred to as "Cardinal Operations" or "we".

III. ABOUT THE SOFTWARE

1. Acquisition of the Software

   You may obtain the Software directly from Cardinal Operations' official website and authorized third-party websites, application distribution platforms and other official or authorized channels of Cardinal Operations.

   If you obtain the Software or an installation program with the same name as the Software from a third party not authorized by Cardinal Operations, Cardinal

Operations will not guarantee the normal use of such software and will not be liable for any losses caused thereby.

2. Installation and Uninstallation of the Software

Cardinal Operations may develop different versions of Software for different terminals, systems, etc. You shall select the appropriate version for installation based on actual situations. After downloading the installation program, you need to follow the steps prompted by the program to complete a correct installation.

If you no longer need to use the Software or need to install a new version of the Software, you can uninstall the Software at your own discretion.

3. Updates of the Software

In order to enhance the user experience and improve the service, Cardinal Operations may continuously strive to develop new services and provide you with software updates from time to time.

In order to improve the user experience, enhance the security of service and ensure the functional consistency, etc., Cardinal Operations reserves the right to update the Software or change a part of function effects of the Software.

After a new version of the Software is released, the old version thereof may not be available. Cardinal Operations does not guarantee the continued availability of the old version, nor does it guarantee that the corresponding customer service and maintenance services will continue to be provided for the old version of the Software, so please always check and obtain the latest version.

4. Versions of the Software

In order to meet the actual needs of users, the Software provided by us includes the trial version and the official version. There is no difference between the two versions in terms of software performance. The two versions differ in the period of license.

IV. SERVICE CONTENTS

1. **Authorized Use**

According to all the terms and conditions of this Agreement, Cardinal Operations grants to you a non-transferable, indivisible and non-exclusive license to use the Software in machine-readable form on any target computer and operating system, provided that you must: (a) strictly adhere to the requirements of this Agreement and the Software usage documentation; and (b) strictly abide by any other license terms, ordering terms or other restrictions on user, computer, field of use or other restrictions set forth in the applicable Order or specifically specified at the time of purchase. The scope of license and use right shall be subject to the type of licensed product that you purchased.

2. Restriction on Authorized Use

You shall not (and shall not allow any third party to): (a) decompile, disassemble or reverse engineer the Software in any way, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software (except to the extent that applicable laws prohibits or restricts the setting of such reverse engineering restrictions); (b) distribute, sell, sublicense, rent, lease the Software (or any

portion thereof), or use it for time sharing, hosting, service provider or similar purpose; (c) attempt to circumvent or disable the security key mechanism that protects the Software against unauthorized use (except to the extent that applicable laws prohibits or restricted such restrictions); (d) duplicate (except as expressly permitted in this Agreement), modify or translate any part of the Software, create a derivative work of any part of the Software, or incorporate or merge the Software into or with other software, except for those expressly authorized in writing by Cardinal Operations. If you duplicate and modify the Product in any way without obtaining specific license from Cardinal Operations, the license to use the Software will be automatically terminated; (e) use the Software in any way that violates any laws, regulations, policies or infringes upon the legal rights and interests of third parties.

3. Reservation of Rights

   All other rights not expressly licensed under this clause and other provisions of this Agreement shall be reserved by Cardinal Operations, and your exercise of such rights shall otherwise obtain the written license from Cardinal Operations. The failure of Cardinal Operations to exercise any of the foregoing rights shall not constitute a waiver of such rights.

V. GRANT OF LICENSE

1. Personal License

   It is tied to a single user account, MAC address, and CPUID of one designated personal computer. Only specified user can run COPT locally. No limitations on CPU cores.

2. Server License

   It is tied to the MAC address and CPUID of a single server computer. An arbitrary number of users and programs can run COPT simultaneously. No limitations on CPU cores.

3. Cluster License

   It is tied to the MAC address and CPUID of a server machine running COPT compute cluster service. Any COPT compute cluster client connected to server via a local area network can offload optimization computations. That is, clients are allowed to do modelling locally, execute optimization jobs remotely, and then obtain results interactively. Although server can have multiple clients connected, each connection must run optimization jobs sequentially. No limitations on CPU cores.

4. Floating License

   It is tied to the MAC address and CPUID of a server machine running COPT floating token service. Any COPT floating client connected to server can borrow and use the floating license, thus run one process for optimization jobs simultaneously.

5. Web License Service

   It provides remote authorization service. Whether the client is located in the cloud or inside a container, as long as it can access the COPT WLS authorization server through HTTPS and verify the user account, container ID, CPUID, MAC address, and machine name, it

can obtain a token to run COPT. It is not tied to hardware information. The WLS authorization method also provides the above three sub-categories, namely floating license, cluster license, and server license, for users to choose from.

Note: The above information, including the computer user account, server CPUID, MAC address, and other related information, will be used for license file authorization binding and authorization verification.

6. Special License

(1) Trial License

If you would like to try out the Software, you may download the COPT in accordance with this Agreement and submit a trial license application to us. We will grant you a trial license to use the Software for a limited period of time for the software evaluation purpose.

(2) Academic License

If you are a qualified lecturer at an accredited educational institution, or a student enrolled at an accredited educational institution, needing to use the Software in the context of teaching and learning, you may apply to us for a license to use the Software for classroom teaching or academic research purposes ("Academic License"). The Academic License is a non-exclusive and gratuitous software license, which shall be used for educational purpose only and may not be used for commercial, professional or other profit-making purposes. The Academic License remains valid for one (1) year after it is successfully granted, and a new application of license shall be submitted to us upon expiration of the Academic License. The educational institution is allowed to apply for the Academic License on a unified basis so as to make the Software available within the campus network.

VI. USAGE RULES

You undertake not to use the Software to commit any illegal or improper acts, including but not limited to:

(I) Software Usage Rules

You undertake not to commit any of the following acts with respect to the Software:

1. **Uploading, posting, emailing or otherwise transmitting any materials of software viruses or other computer codes, files or programs that interfere with, damage or restrict the functions of any computer software, hardware or communication devices;**
2. **Adding, deleting or altering the functions or operation effects of the Software, or operating or disseminating to the public the Software and methods used for the above purposes, by modifying or fabricating the instructions and data in the course of running the Software, regardless of whether such actions are taken for commercial purposes or not;**

3. **Logging in or using the Software and relevant services via any third-party software, plug-in, add-on or system that is not developed or authorized by Cardinal Operations, or producing, publishing or disseminating the above tools;**

4. **Interfering with, authorizing others to or using a third-party software to interfere with the Software and its components, modules and data.**

5. **Other actions not expressly authorized by Cardinal Operations.**

(II) Code of Conduct

1. **You may make reasonable inquiries to us regarding the downloading, installation, use and uninstallation of the Software, but we shall not be obligated to give answers in excess of our reasonable tolerance limit. If you have any comments or suggestions for improvements, please feel free to contact us.**

2. **You may not modify, copy and disseminate materials related to the Software. If you duplicate, modify and disseminate these materials and thus cause damages to others or our image, you shall assume the corresponding legal liabilities. You shall not remove, obscure or alter our copyright notice, trademarks or other statement of right.**

3. **You shall warrant that you will not infringe upon the legitimate rights and interests of us and others by taking advantage of the Software. It is prohibited to disrupt the normal use of the Software by means of network vulnerability, malicious software or other illegal means.**

4. **You undertake and agree to strictly abide by the *Network Security Law of the People's Republic of China ("PRC")* and other relevant laws and regulations of the PRC as well as the regulations of the country or region where you reside when using the Software. You agree that you will not use the Software to conduct or facilitate any illegal or improper activities, including but not limited to:**

   (1) use any plug-in, add-on, systems or third party's tools that are not authorized or licensed by us to interfere with, damage, modify or otherwise affect the normal operation of the Software.

   (2) take any action that jeopardizes the security of computer network by using or aiming at the Software, including but not limited to:

      (a) illegal intrusion of others' network, interference with normal function of others' network, stealing network data and other activities endangering the network security;

      (b) providing programs and tools specially used for activities endangering the network security, such as, intrusion of network, interference with the normal function and protective measures of network, stealing network data, etc.;

      (c) intentionally providing technical support, advertising promotion, payment settlement and other assistances to a person after being fully aware that such person engages in activities endangering the network security;

      (d) using unlicensed data, or having access to unlicensed servers/accounts;

      (e) having access to, without permission, the public computer network or others' computer systems to delete, modify and add the stored information;

(f) attempting to detect, scan and test the vulnerabilities of the service system or networks, or taking other actions that undermine the network security, without permission;

(g) attempting to interfere with or undermine the normal operation of the service systems or websites, deliberately spreading malicious programs or viruses, and taking other actions disrupting or undermining the normal network information services;

(h) falsifying the names or part of the names of TCP/IP data package;

(3) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of the Software.

(4) copy or alter the Product, in whole or in part, or permit the Product or any part thereof to be merged with or incorporated into any other programs.

(5) have access to or attempt to have access to or damage the Product or any part of the related system or network without authorization.

(6) disassemble, decode or reverse develop the Product or any part thereof, or create derivative works based on the Product or any part thereof, or attempt to engage in similar activities prohibited by applicable laws.

(7) submit or otherwise make available the Product (including the subject matter and the source code), in whole or in part, to any person in any form without our prior written consent.

(8) use the Product (or any part thereof) in any unlawful manner or in violation of this Agreement, or commit any fraudulent or other malicious actions, including, without limitation, hacking into or planting malicious code on (including viruses or harmful data) the Product (or the URL of the Product link) or any operating systems.

(9) infringe our or any third party's intellectual property rights when having access to and/or using the Product.

(10) develop, support or use software, devices, scripts or any other methods or processes (including crawler software, browser plug-in or any other technical or human operations) to obtain the Product.

(11) attempt to violate this Agreement (or any part hereof), or encourage or incite such conduct.

5. Without the prior written consent of Cardinal Operations, the User shall not publicly disclose, publish, disseminate, or use for marketing purposes any benchmark, ranking, test report, or analytical conclusion involving COPT's performance, speed, scalability, stability, time to prove optimality, quality of solving results, or comparison with third-party products.

6. Upon expiration, termination, or suspension of the license, the User shall immediately cease using the Software, uninstall and destroy the Software, documentation, license keys, and all copies thereof, and provide written certification upon request by Cardinal Operations. Termination shall not affect Cardinal Operations' right to hold the User liable for any breach or unauthorized use of the Software occurring before termination or continuing after termination.

VII. STATEMENTS OF RIGHTS AND CONFIDENTIALITY

1. The intellectual property rights of our products and all information and content related to the Product (including but not limited to text, video and audio, photographs, icons, applications, designs, software, scripts, programs, copyright, trademarks, trade names, logos and other materials and services, and the appearance and experience thereof) shall be owned by us. Your use of the Product pursuant to this Agreement does not constitute a grant or transfer of any ownership or other rights in the Product or the content therein to you or any other persons.

2. We grant you a revocable, limited, non-exclusive and non-transferable right to use the Software. Your use of the Software shall be limited to the purposes agreed by us.

3. You warrant, represent and undertake to respect our intellectual property rights, and you shall not use our intellectual property rights in any way beyond the scope of this Agreement without our prior written consent. You undertake that you will not apply in your own name or cause to be applied, nor will you agree or allow any third party to apply, in any jurisdiction or in any manner, any trademark, domain name, wireless website, internet search term, trade name or service mark similar to any of our trademarks. If any of the above circumstances occurs, you shall transfer to us all relevant rights at your own expense. If any loss is caused to us due to your breach of this clause, you shall be solely responsible for such losses.

4. Confidentiality

   (1) We will take confidentiality measures to protect your information from unauthorized access, use or disclosure. It is both our responsibility and your responsibility to maintain the security and normal use of the service. We will adopt appropriate security measures and technology to maintain the Software. You may be required to provide Cardinal Operations with confidential information in the form of MPS **("Data Files")** for the purpose of vulnerability repair and Error Correction, and agree to authorize Cardinal Operations to copy, download and perform the Data Files the foregoing information in its internal libraries solely for the purposes of: (a) performance testing of the Product; (b) determination of solutions and/or benchmark time for the Product; and (c) research, development and improvement of the Product. Cardinal Operations undertakes to keep such information confidential and permanently delete such information after use. Cardinal Operations may use the results and/or improvements generated from its internal use of such Data Files for the benefit of Cardinal Operations and its other customers. Such activities shall not constitute a breach of this Agreement.

   (2) You understand and agree that, if any disclosure of information is caused by natural disaster and other force majeure, thefts, robbery, hacker attack, etc., instead of reasons attributable to us, we shall not assume legal liabilities therefor.

   (3) We will not be subject to the confidentiality obligation in the following circumstances:

      (a) any information you provide is made publicly available for reasons not attributable to us;

      (b) required to be disclosed by laws and regulations, administrative and judicial authorities or other competent authorities;

      (c) with your prior authorization;

      (d) to detect, prevent or address fraud, security or technical issues;

(e) to implement relevant service agreements or these policies and to protect the public interests;

(f) to protect the personal and property safety or other legitimate interests of our customers, us, our affiliates, other users or employees and to use for other reasonable and necessary purposes.

VIII. NO WARRANTY STATEMENT

1. **Although the Software (including its upgraded versions) has been thoroughly tested by us, we do not warrant its full compatibility with all hardware, software and systems. If there is any incompatibility, you may inform us of the situation to obtain technical support. You may choose to cease using the Software if the problem cannot be solved.**

2. **We provide the Product to you on an "AS IS" and "AS AVAILABLE" basis without making promises, guarantees or warranties of any kind. To the maximum extent permitted by applicable laws, we do not guarantee or warrant that our services will meet your requirements, nor do we guarantee the timeliness, security and accuracy of the Product. We shall not be liable for any loss or damage suffered by you as a result of your reliance on (in whole or in part) or use of our services, or your (or anyone else's) access to and/or use of information obtained through the Product.**

3. **We make no warranty of any kind, express or implied, with respect to any of the following matters:**

   (1) The services provided by the Software hereunder comply with the user's requirements;

   (2) The services provided by the Software hereunder are not affected by force majeure, computer virus, hacker attack, system instability, user's location, shutdown by user, reasons attributable to telecommunication department and any other external or human factors such as network, technology and telecommunication lines;

4. **To the maximum extent permitted by applicable laws, we shall not assume any legal liabilities in the case of occurrence of any of the following situations:**

   (1) relevant liabilities and losses are caused by your improper use, violation of laws and this Agreement;

   (2) the service of the Product is interrupted due to force majeure (including but not limited to natural disasters, strikes, riots, act of wars, government actions, hacker attacks, viruses, power failure, fault of telecommunication and other facilities, or serious casualty accidents, etc.);

   (3) suspension or termination of the service delivery due to our upgrades to the Software;

   (4) error in or termination of the service due to hacker attacks or similar security impacts;

   (5) other factors or reasons not attributable to us or beyond our reasonable control.

5. **In no event shall we be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages arising out of this Agreement.**

6. **The Software is not fault-tolerant and has not been designed, manufactured or intended for use for the purpose of life assistance, medical treatment, first aid, critical mission or other strict liability or hazardous activities ("High-Risk Activities"). Cardinal Operations hereby disclaims any warranty, express or implied, of its fitness for High-Risk Activities. You represent and warrant that you will not use the Software (or permit the Software to be used) for High-Risk Activities, and agree that Cardinal Operations shall not be liable for the use of Software for High-Risk Activities. You agree to indemnify and hold harmless Cardinal Operations from and against any damages, liabilities or other losses resulting from such use.**

7. **If you use third-party services through the Software, we strongly recommend that you should carefully read and fully understand the Third-Party Agreement and Privacy Policy. We have neither right nor obligation to review or control the content of products or services provided by third parties, therefore we do not guarantee the safety, accuracy and validity of such third party's products or services or protect against other uncertain risks thereof, and we make no promises, guarantees or warranties of any kind with respect to such third party's products or services. If any dispute or damage is caused by your use of third party's products or services, you shall bear the responsibility on your own, while we shall not be held accountable therefor.**

IX. PRIVACY PROTECTION

The relevant terms of privacy protection shall be subject to the Privacy Policy.

X. LIABILITIES FOR BREACH OF THE AGREEMENT

1. With respect to your breach of this Agreement or other terms of service, we shall have the right to make judgement independently and take measures such as making advance warning, requesting for rectification or immediately ceasing provision of service. With respect to any acts suspected of violation of laws and regulations or any acts suspected of illegal crimes, we shall keep relevant records, report the same to relevant competent authorities and cooperate with them in investigation thereof.

2. You shall be solely liable for any third-party complaint or litigation claim arising from your violation of this Agreement or other terms of service. If we, our affiliates and controlling parties make indemnification to any third party or are punished by government authorities due to your violation of laws or breach of agreement, you shall also make full indemnification to us, our affiliates and controlling parties for all the losses suffered thereby.

3. You agree to indemnify and hold harmless Cardinal Operations and its officers, directors, shareholders, successors in interest, employees, agents and affiliates from and against any penalty, judgment, settlement, request, loss, liability, claim or expense (including but not limited to fines, indemnities, compensation, attorney fee, legal cost, appraisal cost, travel expense, enforcement cost etc.) brought against us by administrative authority, judicial authority or any third party due to or in connection with your violation of laws and regulations, this Agreement and/or other agreements and rules.

4. You fully understand and agree that we shall have the right to deal with the acts in violation of relevant laws and regulations, this Agreement and/or other agreements and rules based

on our own judgement and shall not be responsible for any consequences so caused to you. You shall be solely liable for any legal responsibility assumed or any losses suffered by you as a result thereof.

XI. MODIFICATION, INTERRUPTION AND TERMINATION OF THE SERVICE

1. Your product license will take effect as from the Effective Date. The perpetual product license will remain in effect unless earlier termination under this Agreement.

2. **You understand and agree that the Software and related services that we provide are provided on the basis of status quo that can be achieved from existing technology and conditions. We will use our best efforts to provide you with the services and ensure the consistency and safety of the services. You understand that we cannot at any time foresee and prevent technical and other risks, including, without limitation, service interruption, data loss and other losses and risks possibly caused by force majeure, virus, Trojan virus, hacker attack, system instability, defects in the services provided by third parties and other security issues.**

3. **We may, at any time, suspend or terminate the authorized license provided to you or terminate this Agreement pursuant to applicable laws, and we will endeavor to inform you before taking such actions. However, we may, without prior notice, suspend or terminate the authorized license provided to you or terminate this Agreement with immediate effect if any of the following circumstances occurs:**

   (1) You violate or we have reason to believe that you are about to violate applicable laws or regulations;

   (2) You violate or we have reason to believe that you are about to violate this Agreement;

   (3) You commit or we have reason to believe that you have committed any fraudulent practices, or have provided us with false or misleading information;

   (4) We receive a demand or notice from a claimant due to any infringement committed by you;

   (5) Respond to requests from law enforcement departments or government authorities pursuant to valid legal procedures;

   (6) Perform urgent system or hardware maintenance and upgrade work;

   (7) For unforeseeable technical, safety or business reasons.

4. This Agreement shall be binding on the permitted successors and assigns of the parties. By using the Software, you are deemed to agree that Cardinal Operations has the right to transfer this Agreement to any of its affiliates or otherwise transfer this Agreement along with any merger, reorganization, acquisition or other transfer of all or substantially all of Cardinal Operations' assets or voting shares. You may not assign or transfer this Agreement, in whole or in part, without Cardinal Operations' written consent, and any attempt to assign or transfer this Agreement without such written consent will be null and void.

5. The maintenance (support) services are not applicable to Special License and are only applicable to the Personal License, Server License, Cluster License, Floating License and Web License Service. The maintenance (support) services provided by Cardinal

Operations shall be subject to the Maintenance Agreement otherwise entered into by the parties.

XII. NOTICE AND DELIVERY

1. If you have any comments or suggestions in the course of use of the Software, please contact us to make feedback in the manner described in section 2 of this clause, and we will make prompt response to you. You shall keep your contact method accessible to receive calls or messages from us. We will not be liable for the losses resulting from your failure in receiving any notice.
2. If you have any questions or suggestions regarding this User Agreement in the course of using the Software, please contact us at the contact information below:

   Email: coptsales@shanshu.ai

   Address: 1/F, No. 28 Tanjiadu Road, Putuo District, Shanghai, China.

   Postal code: 200063
3. In order for us to efficiently process your questions and provide you with timely feedback, we need you to provide proof of identification, valid contact information, written request and other relevant evidences. We will process your request after verifying your identification. Generally, we will respond within twenty (20) working days.
4. The valid contact information you provide (including your email address, mobile phone number, etc.) will serve as a way for us to deliver various notices to you, and the contents of such notices may have a significant favorable or unfavorable effect on your rights and obligations, so please be sure to pay attention to them in a timely manner. If the contact information you provide is not available or if for any reason, we are unable to deliver the notice to you, you shall bear all risks and losses thereby caused.

XIII. MISCELLANEOUS

1. **This Agreement is entered into in Putuo District, Shanghai, the People's Republic of China. The conclusion, execution and interpretation of this Agreement and the settlement of disputes shall be governed by the PRC laws and subject to the jurisdiction of the PRC courts. If any dispute arises between the parties in connection with this Agreement or the performance hereof, the parties shall try to resolve the dispute through amicable negotiations. If such negotiation fails, either party may submit the dispute to the competent People's Court in Putuo District, Shanghai for litigation.**
2. Subject to compliance with applicable laws and regulations, this Agreement shall be construed by Cardinal Operations.
3. This Agreement constitutes the entire agreement between the parties with respect to the matters agreed hereunder and other relevant matters, and does not confer any rights to the parties other than those set forth in this Agreement.
4. **If any provision of this Agreement is held to be invalid or unenforceable in whole or in part for whatsoever reason, such provision shall be excluded from this Agreement and the invalidity of such provision shall not affect the validity of the remaining**

provisions hereof. The remaining provisions of this Agreement shall remain valid and binding.

5. **The official language of this Agreement shall be Chinese. You acknowledge that you have been informed that this Agreement is also available in Chinese and that the Chinese version is the governing version. A copy of the Chinese version can be provided upon request. In case of any conflict between the Chinese version and the versions in other languages, the Chinese version shall prevail.**

6. This Agreement shall become effective as of the date you agree to use the Software, and shall remain in force unless terminated by us. The termination of this Agreement shall not exempt you from the obligations and liabilities to be assumed by you under this Agreement or other relevant agreements and rules.

(No main text below)