

**DOLPHINDB, INC. (“DOLPHIN”)
SOFTWARE EVALUATION LICENSE AGREEMENT**

IMPORTANT - PLEASE READ BEFORE INSTALLING OR USING THIS EVALUATION SOFTWARE.

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE USING THE DOLPHINDB EVALUATION SOFTWARE ACCOMPANYING THIS AGREEMENT AND ANY DOCUMENTATION RELATED TO SUCH DOLPHINDB EVALUATION SOFTWARE (COLLECTIVELY, THE “EVALUATION SOFTWARE”). YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND THAT BY DOWNLOADING, INSTALLING OR USING THE EVALUATION SOFTWARE YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY RETURN THE EVALUATION SOFTWARE UNOPENED. DOLPHIN IS UNWILLING TO LICENSE THE EVALUATION SOFTWARE TO YOU IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. AS USED HEREIN, “YOU” MEANS THE INDIVIDUAL ACCESSING THE EVALUATION SOFTWARE AND HIS/HER EMPLOYER, AND “DOLPHIN” MEANS DOLPHINDB, Inc.

1. **UNDER DEVELOPMENT.** You understand that the Evaluation Software may still be under development by Dolphin and/or Dolphin's suppliers and contains features which may not be fully functional and which Dolphin may substantially modify in producing any “production-level” version of the Evaluation Software. It may not be fully tested and may contain bugs or errors. Dolphin is not under any obligation to develop and/or release or offer for sale or license a final product based upon the Evaluation Software and may unilaterally elect to abandon the Evaluation Software at any time without any obligation or liability whatsoever to You.
2. **OWNERSHIP.** All right, title and interest in the intellectual property embodied in the Evaluation Software, if any, are owned by Dolphin or its suppliers and licensors and may be protected by copyright, trademark, patent and trade secret law and international treaties. You will keep the Evaluation Software free of liens, attachments, and other encumbrances. You agree not to remove any proprietary notices and/or any labels from the Evaluation Software, without prior written approval by Dolphin.
3. **LICENSE.** Subject to the terms and conditions of this Agreement, Dolphin grants to You a nontransferable, non-exclusive, worldwide, royalty free, non-sublicenseable license under Dolphin's copyrights to reproduce the Evaluation Software, and use the Evaluation Software (in Object Code form only) internally within Your facilities solely for the purpose of evaluation of the Evaluation Software on your products (the “Products”).
4. **THIRD PARTY SOFTWARE.** The Evaluation Software may also contain several third party components, including open source components, which are provided and licensed to You under the terms and conditions of the respective third party licenses, where this is indicated in the file “THIRD_PARTY_SOFTWARE_LICENSE.txt”. The file will also describe how the source code for certain open source components may be obtained. Dolphin expressly disclaims liability of any kind, including but not limited to the installation, use or distribution by You of the Third party Software. Third party Software is provided to You “as is”.
5. **LICENSE RESTRICTIONS.** Under this Agreement, (i) You may not distribute any portion of the Evaluation Software, whether in source or binary form, to any third party; (ii) You may not, nor may You assist any other person or entity to, modify, translate, convert to another programming language, decompile, reverse engineer, or disassemble any portion of the Evaluation Software or otherwise attempt to derive source code from the Evaluation Software or any internal data files generated by the Evaluation Software; (iii) You shall not, nor may You assist any other person or entity to, lease, sublease, sell, rent, assign, or otherwise transfer, distribute or dispose of the Evaluation Software; (iv) Under no circumstances may You incorporate any Open Source Software or otherwise make Open Source Software part of the Evaluation Software. “Open Source Software” means any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software: (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making

derivative works; or (c) be redistributable at no charge. Open Source Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (b) the Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Source License (SISL), (g) the Apache Software license and (h) Common Public License (CPL).

Any other rights including, but not limited to, additional patent rights, will require an additional license and additional consideration. Nothing in this Agreement requires or will be treated to require Dolphin to grant any additional license. You acknowledge that an essential basis of the bargain in this Agreement is that Dolphin grants You no licenses or other rights including, but not limited to, patent, copyright, trademark, trade name, service mark or other intellectual property licenses or rights with respect to the Evaluation Software, by implication, estoppel or otherwise, except for the licenses expressly granted above.

6. **CONFIDENTIALITY.** The Evaluation Software includes confidential information of Dolphin. You may not reveal, disclose or distribute the Evaluation Software in any form, or display or perform it publicly or distribute any product thereof. You may not use the Evaluation Software or any information relating to the Evaluation Software except for the purposes stated in Section 3 above. You may only disclose the Evaluation Software available to Your employees whose duties require such access and who are obligated to maintain the Evaluation Software in confidence. This obligation of confidentiality shall not apply to information which is shown by contemporaneous documentation to be: (i) rightfully available to the public other than by breach of this Agreement by You; (ii) rightfully received by You from a third party without breach of a duty to Dolphin; (iii) independently developed by Your employees without access to the Evaluation Software; or (iv) rightfully known to You prior to first receipt from Dolphin. You acknowledge and agree that if You breach these Confidentiality provisions, Dolphin will suffer irreparable harm for which money damages will not be an adequate remedy. You therefore agree that Dolphin will be entitled to an injunction restraining any breach or threatened breach of these Confidentiality provisions without the necessity of proving irreparable harm or posting a bond, in addition to all other rights and remedies at law, in equity and under this Agreement. The existence of this Agreement and its contents are the Confidential Information of Dolphin.
7. **FEEDBACK.** To assist Dolphin in identifying problems with and making improvements to the Evaluation Software, Dolphin invites Your feedback concerning the product features, software tools, application, architecture, program/code, documentation or any bugs, errors or other problems discovered during the course of Your evaluation or use of the Evaluation Software. You agree that Dolphin and its designees will be free to use, disclose, reproduce, license, or otherwise distribute or exploit the Feedback in its sole discretion without any obligations or restrictions of any kind, including without limitation, intellectual property rights or licensing obligations.
8. **NO SUPPORT.** Dolphin and its suppliers shall have no obligation to provide support for the Evaluation Software or to license any version of it. Nothing in this Agreement obligates or shall obligate either party to enter into a license agreement.
9. **EXCLUSION OF WARRANTIES.** THE EVALUATION SOFTWARE IS PROVIDED "AS IS" AND POSSIBLY WITH FAULTS. UNLESS EXPRESSLY AGREED OTHERWISE, DOLPHIN DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Dolphin does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Evaluation Software. You assume all liability, financial or otherwise, associated with the use of the Evaluation Software.
10. **UNAUTHORIZED USE:** THE EVALUATION SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE MATERIALS COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (E.G. MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS). Should You use the Evaluation Software for any such unintended or unauthorized use, You shall indemnify and hold Dolphin and its

officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Dolphin was negligent regarding the design or manufacture of the part.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL DOLPHIN OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE EVALUATION SOFTWARE NOR FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, EVEN IF DOLPHIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **EXPIRATION.** This Agreement shall expire upon the earlier to occur of (i) the expiration date indicated to You by Dolphin, or (ii) Dolphin's licensing to You a later version (if any) of the Evaluation Software under terms substantially similar to this Agreement. Notwithstanding anything to the contrary contained herein, Dolphin or You may terminate this Agreement at any time without cause upon written notice to the other. Paragraphs 2, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive termination or expiration. Unless otherwise agreed by Dolphin, upon expiration or other termination of this Agreement, You will immediately destroy the Evaluation Software.
13. **GENERAL.**
 - 13.1 **Governing Law and Jurisdiction.** The procedural and substantive laws of the State of Delaware, U.S.A., without regard to its conflicts of laws principles, will govern this Agreement. This Agreement is prepared and executed and will be interpreted in the English language only, and no translation of the Agreement into another language will have any effect. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement. The state and federal courts located in the State of Delaware will have exclusive jurisdiction of all disputes and litigation arising out of or related to this Agreement including, without limitation, matters connected with its performance. Each party irrevocably submits to the personal jurisdiction of those courts and irrevocably waives all objections to such venue.
 - 13.2 **No Sublicensing, Assignment or Transfer.** You may not delegate, assign or transfer this Agreement, or any of Your rights and obligations under this Agreement, whether by contract, operation of law, acquisition, merger, consolidation, sale of all or substantially all of Your outstanding shares or assets, other changes in control, or any other event, and any attempt to do so will be a material breach of this Agreement and will be null and void. In addition, You may not sublicense, assign or transfer any Evaluation Software, or any right in this Agreement, whether by contract, operation of law, acquisition, merger, consolidation, sale of all or substantially all of a party's outstanding shares or assets, other changes in control, or any other event, to any third party temporarily (such as loaning, rental, licensing or timeshare) or permanently, without the prior written consent of Dolphin in each instance which consent Dolphin may withhold in its sole discretion. Any attempted sublicense, assignment or transfer that is not expressly permitted under this Agreement or is without consent will be a material breach of this Agreement and will be null and void. This Agreement will bind and inure to the benefit of the Parties and their permitted successors and assigns, whether by contract, operation of law, acquisition, merger, consolidation, sale of all or substantially all of a party's outstanding shares or assets, other changes in control, or any other event., You agree that this Agreement binds You and each of Your affiliates and the employees, agents, representatives and persons associated with any of them.
 - 13.3 **Remedies.** You acknowledge that any disclosure, commercialization, or public use of the Evaluation Software would cause irreparable injury to Dolphin and consent to the right to seek immediate injunctive relief by any court of competent jurisdiction in the event of a threatened breach.

- 13.4 Waiver and Severability.** If either party fails to enforce at any time any of the provisions of this Agreement, or to exercise any election of options provided in this Agreement, that failure will not constitute a waiver of that provision or option, or affect the validity of this Agreement or any part of this Agreement, or the right of the waiving party to enforce subsequently each and every provision. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.
- 13.5 Force Majeure.** Neither party will be liable to the other party for any delay in performing its obligations, or failure to perform any obligations under this Agreement, if the delay or failure results from circumstances beyond the control of that party including but not limited to, any acts of God, governmental act, fire, explosion, accident, war, armed conflict, terrorist act or civil commotion. If there is a delay, the time for performance will be extended by the amount of time lost by reason of the delay; provided, however, should an event of force majeure described in this Section delay either party's performance in any material respect for a period of more than ninety (90) days, then the other party will have the option, upon giving written notice, to terminate this Agreement or the relevant portion of this Agreement affected by the delay.
- 13.6 Government Licensees.** Any software and documentation provided as part of the Evaluation Software are provided with "RESTRICTED RIGHTS". Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights to Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Software-Restricted Rights Clause at 48 CFR 52.227-19. Contractor or Manufacturer is DolphinDB, Inc., 300 Delaware Ave, Suite 201-A, Wilmington, DE 19801.
- 13.7 Entire Agreement.** This Agreement, and applicable Non-Disclosure Agreement(s) contain the complete and exclusive statement of the agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Only a written instrument duly executed by authorized representatives of Dolphin and You may modify this Agreement.