# Cardinal Operations, LLC
# End User License Agreement
# ("Agreement" or "EULA")

Please read all terms and conditions under this Agreements carefully, especially that provisions concerning exemption or limitation of liability, which may be highlighted in bold or underlined. **If you have any doubt the content of this Agreement (especially for the terms related to exemption or limitation of liability), you may contact us at any time according to the contact information listed in this Agreement, and we will further explain the relevant content for you upon your requirements.**

If you check "I agree the COPT EULA" and download, install or using all or any portion of this Software through the registration process or in any other way, you are accepting all of the terms and conditions of this Agreement. You agree that this agreement is enforceable like any written agreement. If you do not agree to all of these terms and conditions, do not use or access the Software. By agreeing to these terms and conditions, you represent that you are 18 years old or older and capable of entering into a legally binding agreement. Please reconfirm that you are aware of and fully understand all contents of this Agreement before you decide to register or use the software

If you wish to use the software as an employee, contractor, or agent of a corporation, partnership or similar entity, then you must be authorized to sign for and bind the entity in order to accept the terms of this agreement. The license granted under this agreement are expressly conditioned upon acceptance by such authorized personnel.

If an executed agreement exists between you and Cardinal Operations at any time regarding the software, the terms of that agreement shall supersede the terms of this agreement in its entirely. Thus, if you enter into a separate written agreement with Cardinal Operations regarding this software, that agreement (not this one) will control your use of the software; and further if that agreement is terminated, you will not have the right to use the software under the terms of this agreement after termination.

This software end user license agreement is between Cardinal Operations LLC, located at Room 202a-12, floor 2, building 106, Lizezhongyuan, Chaoyang District, Beijing (**"Cardinal Operations"**) and the customer (individual or entity) that has downloaded or otherwise procured the licensed software ( as defined below) for use as end user (**"You"**). This agreement covers any software and supporting user or technical documentation provided with the software (**"Documentation"**).

1.      **DEFINITIONS**

        **Confidential Information** means any data, or information, oral or written, treated as confidential that relates to either party's past, present, or future research, development or business activities, including any unannounced products and service(s), and including any information relating to services developments, product road maps, inventions, process, plans, financial information, customer lists, forecasts, and

projections.

**Cardinal Optimizer (COPT) or Product** means the Cardinal Optimizer Version 1.0.1 or higher in the form of object code libraries, including all Upgrades and published documentation.

**Effective Date** means the earlier of the date you sign an Order Form (as defined below) or the date which the software is first made available to you.

**Error** means any reported and reproducible failure of the Product to perform substantially in accordance with its published documentation.

**Error Correction** means either a modification or addition that, when made or added to the product, brings the product into material conformity with its published documentation, or a procedure or routine that, when observed in the regular operation of the product, avoids the practical adverse effect of such nonconformity.

**Single-user License** means a software license, tied to a specified machine. Single-user License can perform multitasking calculations.

**Material Error** means any reported or verifiable failure of the Product to perform substantially in accordance with its published documentation where this Error prevents use of the Product, or which seriously impacts use of this Product.

**Multi-user License** allows the Cardinal Optimizer to run on multiple machines, which applies to commercial and academic license, by binding multiple MAC address or limit IP address range to invoke the Cardinal Optimizer.

**Order Form** means any order (which includes without limitation online orders) which is entered into by Cardinal Operations (or an authorized Cardinal Operations distributor or reseller) and you under which you are provided the Software. Each Order Form for the Software shall be deemed a part of this Agreement. This Agreement is binding on you whether or not you executed an Order Form with Cardinal Operations. Order Form may not vary the terms of this Agreement. Only a written agreement, signed by Cardinal Operations (instead of a Cardinal Operations supplier) may vary the terms of this Agreement.

**Platform** means a specific combination of hardware, and operation system software on which the current version of the Software is available.

**Upgrades** means any error correction, new release, and software modification or additions.

**Single User License** means a software license, which is restricted to an individual person. It allows this person to run the Software on one or more computers, one at a time.

**Software** means the product and modules of the Cardinal Optimizer and any embedded third party supplier components such as mathematical solvers with or without a valid license. Unless otherwise noted, the software, the Product and Documentation are referred to collectively herein as **"Software"**.

## 2. RIGHT TO USE

### 2.1. Grant of License

Subject to all of the terms and conditions of this Agreement, Cardinal Operations grants you a non-transferable, non-sublicensable, non-exclusive license to use the Software in machine-readable form on any computer and operating system, for which it was intended, but solely: (a) in accordance with the Documentation; and (b) in accordance with any additional license term, subscription term or other user, computer, filed of use or other restriction set forth in the applicable Order Form or otherwise specified upon purchase. The scope of your license and usage rights are determined by the type of license that you have selected from the Product License options. You may make a reasonable number of copies of the Product in machine-readable, object code form, for nonproductive backup purpose only.

### 2.2. License Restrictions

You shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts or restricts reverse engineering restrictions); (b) distribute, sell, sublicense, rent, lease, or use the Software (or any portion thereof) for time sharing, hosting, or like purpose; (c) attempt to circumvent or disable the security key mechanism that protects the Software against unauthorized use (except and only to the extent that applicable law prohibits or restricted such restrictions); (d) copy (except as expressly permitted in this Agreement), modify or translate any part of the Software, create a derivative work of any part of this Software, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by Cardinal Operations in a separate written agreement. If you copy or modify the Product in any means not expressly authorized by Cardinal Operations, the Software license is automatically terminated.

## 3. OWNERSHIP

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Cardinal Operations have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining

only a limited license right to the Software and that irrespective of any use of the word "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

4. **FREE TRIAL LICENSE**

Subject to the terms and conditions of this Agreement, you may choose to download Cardinal Optimizer for a trial period for thirty (30) days from the date the Software is first run (unless otherwise agreed by Cardinal Operations in writing) (the **"Trial Period"**). The Free trail license may be used to evaluate the Software, or to use the Software for instructional purpose.

5. **ACADEMIC LICENSE/ EDUCATIONAL VERSIONS**

If you are a qualified instructor at an accredited education institution, or you are an enrolled student at an accredited educational institution and use the Software in your classwork, you may use the Software for classroom teaching purpose, and research purpose (**"Educational Versions"**). An academic license is a non-exclusive software license, according to which the license which is for educational purpose only and may not be used for commercial, professional or other for-profit purpose. An academic license could be used for one (1) year after successful authorization. The academic license also allows the school to apply for a unified authorization, and the software is available within the campus network.

6. **COMMERCIAL LICENSE**

A commercial license is a nonexclusive software license, according to which the license is entitled for commercial purpose as well as non-commercial purpose. Commercial license can be used for development, deployment (sometimes called **"run-time"**), or for both purposes. The version and expiration date of the commercial license file are based on the customer's purchase requirements. Commercial license can be combined to a single MAC or bind multiple MACs to multiple machines. Cardinal Operations also provide timely and effective maintenance service if maintenance support purchased.

6.1. **Single User License**

A Single User License allows You to copy and install on your designed computer for use. It is allowed to use on one machine only. You may also make a reasonable number of copies of the Software for back-up and archival purposes.

6.2. **Server License**

A Server License is a Multi-user license. This license is locked to one particular physical machine, which acts as a server for an unlimited number of client machines. The number of instances and used on the clients are unlimited as well.

**7.      LICENSE FEES**

**7.1.      Payment term**

You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Order From. All payments shall be made in advance prior to delivering a Software license, otherwise specified in writing by Cardinal Operations. Except as expressly set forth herein, all fees are non-refundable once paid.

**7.2.      Taxes**

You shall be responsible for all taxes, withholds, duties and levies arising from the order (excluding taxes based on the net income of Cardinal Operations or its suppliers, resellers).

**8.      CONFIDENTIAL INFORMATION**

**8.1.      Confidentiality**

All confidential information relate to the license, the end user's computers or Maintenance and Support, which one of the parties discloses to the other party, shall by the receiving party be treated confidentially as long as the information is still confidential, provided that the disclosing party at the time of disclosure in a durable way has designated the information to be confidential. The receiving party will use the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or publication of the Confidential Information as the receiving party uses to protect its own Confidential Information of a like nature. The receiving party shall refrain from using, disclosing, or otherwise exploiting any such Confidential Information for any purpose not specifically authorized by the disclosing party.

**8.2.      Permissible Use of Certain Confidential Information**

With regarding to Cardinal Operations' Maintenance and Support program, You may be asked to provide Cardinal Operations with Confidential Information in the form of MPS (the **"Data Files"**) for bug fixing and Error Correction purpose. Cardinal Operations may copy, download and run the Data Files on its own internal libraries solely for the limited purposes of (a) Product performance testing; (b) determining and/or benchmarking solutions times for the Product; and (c) developing Product improvements. Cardinal Operations may use the results of and/or improvements derived from Cardinal Operations limited internal use of these Data Files for the benefit of Cardinal Operations and its other customers, and such shall not constitute a breach of this Agreement.

**9.      TERM OF AGREEMENT**

### 9.1. Term

Your Product License will commence on the Effective Date. Unless terminated sooner pursuant to Section 9.2, perpetual Product License will continue in perpetuity.

### 9.2. Termination/Material Breach

This Agreement may be terminated: (a) by either party upon a material breach by the other party if the breach has not been cured within thirty (30) days after the breaching party has received written notice thereof; (b) by Cardinal Operations, upon fifteen (15) days written notice, in the event of any delinquency of Your payment of any amount due hereunder, or (c) by the non-breaching party upon three (3) days written notice in the event of breach of Section 0 (Confidential Information).

### 9.3. Survival

Section2.2 (License Restrictions), 3 (Ownership), 0 (Confidential Information), and 11 (Limitation of Remedies and Damages) shall survive such termination and remain in full force and effect.

## 10. MAINTENANCE SUPPORT

Maintenance Support are not available for the free trial version, the academic version, but only for commercial license. The Maintenance Support details provided by Cardinal Operations can be found in Appendix A.

## 11. LIMITATION OF REMEDIES AND DAMAGES

### 11.1. Limitation of Liability

Notwithstanding any other provision of this agreement, Cardinal Operations' entire liability to you under this agreement shall not exceed the amount actually paid by you to cardinal operation under this agreement. In no event shall Cardinal Operations be liable to you for any consequential, indirect, special, or incidental damages, even if Cardinal Operations has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies, but may not be applicable in some jurisdictions.

### 11.2. Waiver of Certain Damages

Cardinal Operations shall not be liable for any loss of use, lost data, failure of security mechanisms, interpretation of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits or data), regardless of the

form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance.

**11.3. Disclaimer for High Risk Activities**

This Software is not fault tolerant and is not designed, manufactured or intended for use in life support, medical emergency, mission critical or other strict liability or hazardous activities (**"High Risk Activities"**). Cardinal Operations specifically disclaims any express or implied warranty of fitness for High Risk Activities. You represent and warrant that you will not use the Software (or permit it to be used) for High Risk Activities and agree that Cardinal Operations will have no liability for use of the Software in High Risk Activities. You agree to indemnify and hold harmless Cardinal Operations for any damages, liabilities or other losses resulting from such use.

**12. WARRANTIES AND DISCLAIMER OF WARRANTIES**

**12.1. Warranty**

Cardinal Operations warrants that the Software will implement the functionalities and perform substantially in accordance with the official documentation. Cardinal Operations warrants for a period of sixty (60) days after the Effective Date of this Agreement. Cardinal Operations does not warrant that the Product will be Error-free or bug-frees in all circumstances. As your exclusive remedy for any defect or Material Error in the Product, and as Cardinal Operations' entire liability therefore in contract, tort, or otherwise, Cardinal Operations agrees to correct such Material Error or defect at Cardinal Operations facility by issuing corrected instructions, a restriction, or a work around. If Cardinal Operations is unable to correct such defect or Material Error after a reasonable opportunity, Cardinal Operations shall refund the License fees paid for such Product. This Warranty does not apply to the free trial version, the free academic version or otherwise to time-limited evaluation versions of the Product, which are provided to you "as is" at no charge.

**12.2. Disclaimer of warranties**

**Cardinal Operations shall have no liability for negligence. This Software and all service are provided "as is". Neither Cardinal Operations nor its supplier makes any other warranties, conditions or undertakings, express or implied, statutory or otherwise, including but not limited to warranties of title, merchantability, fitness for a particular purpose or noninfringement. Cardinal Operations makes no warranty (a) that the software will meet your requirements, (b) regarding the security, reliability, timeliness, or performance of the Software, (c) that any errors in the Software will be corrected, and (d) regarding the results or output of the Software. You may have other statutory rights. However, to the full extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the limited warranty period. Cardinal Operations makes no warranties with respect to any third-party components of the Software.**

## 13. GENERAL TERMS AND CONDITIONS

### 13.1. Assignment

This agreement will bind and inure to the benefit of each party's permitted successors and assigns. Cardinal Operations may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Cardinal Operations' assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without Cardinal Operations' written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

### 13.2. Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. **Without limiting the foregoing, it is expressly understood and agreed that, in the event any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.**

### 13.3. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, accidents, refusal of license, or changes in law or regulations by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure event at reasonable cost.

### 13.4. Notice and Reports

Any notice or reports hereunder shall be written. If to Cardinal Operations, such notice or report shall be sent to Cardinal Operations at the address above to the attention of "Legal Department". If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and report shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or resigned mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

## 14. MISCELLANEOUS

### 14.1. Entire Agreement

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersede and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The section headings in this Agreement are for convenience only and have no legal or contractual effect.

### 14.2. Language

The official language of these Terms of Use is Chinese. If there is a conflict between the Chinese language version and any translation, the Chinese language version shall prevail.

### 14.3. Amendment

No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties.

### 14.4. No waiver

No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

## 15. Governing Law and Jurisdiction

### 15.1. Governing law

This Agreement shall be governed by and construed in accordance with the laws of People's Republic of China.

### 15.2. Dispute Resolution

All disputes arising from or in connection with this Agreement shall be submitted to Beijing Arbitration Commission for arbitration in accordance with its rules of arbitration in effect at the time of applying for arbitration. The seat of arbitration shall be Beijing. The arbitral award is final and binding upon both parties. The language of the arbitration shall be Chinese.

All costs and expenses for dispute resolution, including but not limited to the lawyer's fees and arbitration fees, shall be borne by the Party losing the case.

**Appendix A**

1. **Maintenance Support:** The Annual Maintenance Support for the Product should commence on the Effective Date of the authorization. The fees for annual Maintenance Support are not included in the list price of the Product and will be 20% of the current standard list price for the Product covered by the Agreement. The Cardinal Optimizer

aftersales team will send a letter to the customer to confirm whether to renew the Maintenance Support one month before the expiration date.

2. **Reactivate Maintenance Support:** If you have not purchased Maintenance Support for a period of time and choose to renew Maintenance Support in the future, the annual maintenance fee for Maintenance Support is 25% of the current standard list price for the Product covered by the Agreement

3. **Maintenance Support includes the following:**

1) Maintenance Support will be provided remotely by electronic communication;
2) During the Maintenance Support, you are entitled to all Upgrades of the Product licensed where that release occurs during this period;
3) Cardinal Optimizer shall make reasonable commercial efforts to correct, or devise workarounds for any Error reported by you. Some Errors will be corrected in the next release of the Product only. Upon discovery of an Error, you agree, if requested by Cardinal Optimizer, to submit to Cardinal Optimizer a listing of output and any other data that Cardinal Optimizer may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered;
4) During each annual Maintenance Support, your license may be transferred to a new machine or operating system up to three (3) times free of charge. Additional transfers will be accompanied by a nominal charge of CNY 500 for each time. Licenses not covered by Maintenance Support will incur a charge of CNY 1000 for a transfer or change in environment that requires the issuance of a new license.

4. **Maintenance Support does not cover the following issues:**

1) Any problem caused by modifications to any version of the Product not made or authorized by Cardinal Optimizer;
2) Errors in any versions of the Product other than the most recent two Major Releases;
3) Use with a compiler not listed in the Platform Table;
4) Use of undocumented private APIs;
5) Hardware modifications;
6) General system administration tasks, such as managing file permissions and environment variables;
7) Use of third-party tools such as databases, application servers, integrated development environments, etc.

In these situations, Cardinal Optimizer will try to help when possible, but assistance cannot be guaranteed.