LICENSE AGREEMENT
OF DATA USAGE

THIS AGREEMENT is entered into by and between you or the entity you represent ("Client"), and DATATANG INTELLIGENCE TECHNOLOGY CO., LTD. (数据堂（北京）智能科技有限公司), a corporation organized and existing under the law of China, having a principal place of business at Building 11, yard 1, Baosheng South Road, Haidian District, Beijing, hereinafter referred to as the "DATATANG".

This Agreement takes effect when you sign up to Datatang or, if earlier, when you access or use the Data (the "Effective Date"). If you are using the System or Service on behalf of an entity, you represent to us that you are lawfully able to enter into this Agreement on behalf of the Client.

WHEREAS the Client desires that the Datatang provide certain data described in Attachment 1 and;

NOW THEREFORE in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Client and the Datatang agree as follows:

1. **CONTENT FOR CONTRACT OF DATA USAGE**

1.1 Datatang owns the intellectual property rights of Data. Datatang licenses the usage of Data to Client. The specific content and requirements are shown as below:

1.1.1 Client have non-transferable and non-exclusive right for Data usage.

1.1.2 Client shall use Data specified in this Contract through below Option:

a. Business enterprises, which use Data for commercial purposes in product development;

b. Business enterprises, which use Data for commercial purposes in external services.

1.1.3 Client can only use the data within the scope of the project requirements in the field of artificial intelligence. If Client uses the data beyond the above scope,

Datatang has the right to ask Client to delete the data and require Client to assume 200% of the total amount of the agreement.

2   PRICE AND PAYMENT

2.1   Both parties shall negotiate separately according to data type, quantity and other factors, and confirm the license fee and payment method in writing

2.2   In addition to the payment specified in Paragraph 2.1, all taxes generated is included in this Contract. The data and services to be provided by Datatang shall be limited to the categories specified in Attachment 1. However, upon further agreement, Datatang may perform additional services as necessary and required by Client. Additional fees will be charged to Client.

3   DELIVERY OF DATA

3.1   Datatang should deliver the Data in this Agreement to Client in thirty (30) calendar days after the Agreement comes into force.

3.2   Delivery Method: through portable media with programs and associated documentations which includes operating instructions, and/or database access permissions (hereinafter referred to as "Delivery").

4   ACCEPTANCE AND MAINTENANCE

4.1   Acceptance

During the next ten (10) days after the Delivery, Client may perform data testing and request the Data to be revised; If Datatang fails to comply with the contract after three modifications,the Client may reject the Data and the Agreement will be cancelled. The Data shall be deemed as accepted if Client does not reject it within ten (10) days of the Delivery date ("Acceptance").

4.2   Maintenance and Update

4.2.1   Datatang shall provide the data maintenance service from the date on which the Data is accepted, for a period of one year (365 days) ("Term of the Agreement"). The services include error correction, consultation and live support to ensure the general use of Data.

4.2.2   If the delivered Data is updated during the Term of the Agreement, Datatang should provide updated Data timely and for free.

4.3   Disposal of Unaccepted Data

In the event that the Client shall reject the Data, no more than five (5) days after the Client indicates such rejection, Client will immediately and securely destroy all such Data, and all copies and records of such Data in its possession, (such as on hard drives, backup tapes, portable devices, optical, magnetic, or other storage media). Upon the completion of disposal of such Data, Client will provide Datatang with a data destruction verification document, signed by an authorized signatory of Client verifying Client's compliance with all the disposal requirements set forth in Section 4.3.

5   INTELLECTUAL PROPERTY RIGHTS

5.1   Datatang reserves the right of ownership of the Data.

5.2   Datatang ensures that the delivered Data do not have any flaws in ownership and intellectual property rights or legal issues.

5.3   If the intellectual property rights, from Data provided by Datatang, have third-party intellectual property rights included, Datatang shall notify Client of the related information and operating restrictions (include operating scope and date) in written form.

5.4   Client should not assign to third parties any of its right or obligation related to this Agreement. If Client breaches this clause, it should pay the compensation for an amount equal to five (5) times of the sales price in this Agreement.

6   RESCISSION OF CONTRACT

6.1   Force Majeure

6.1.1 Should either Datatange prevented from performing any of its obligations under this Agreement due to event of Force Majeure, such as war, serious fire, typhoon, earthquake, flood and any other events which could not be expected, avoided and overcome, the affected party shall notify the other party of its occurrence and provide copies of the notices issued by the competent authorities or agency within fourteen (14) days following its occurrence

6.1.2 The affected party shall not be liable for any delay or failure in performing any or all of its obligations due to the event of Force Majeure. However, the affected party shall inform the other party in writing the termination or elimination of the event of Force Majeure without delay.

6.1.3 Both parties shall proceed with their obligations immediately after the cease of the event of Force Majeure or removal of the effects.

6.2   Either party may terminate this AGREEMENT at any time by giving thirty (30)

days written notice of termination to the other party. If termination is due to default, the defaulting party shall correct the default within said thirty (30) days period. If the correction is deemed acceptable to the terminating party, then the notice of termination shall be of no effect.

7 OBLIGATION OF CONFIDENTIALITY

7.1 Content: all technical information and business information shared and communicated among the parties during the Term of the Agreement, as described below, will be considered as Confidential Information. Technical information, images and other related information which are expressively referred as confidential information;

7.1.1 Notified as secret information or orally provided information which are documented or saved as electronic data, and marked as confidential information after 30 days of oral notification

7.1.2 Specific contents in this Contract.

The recipient of Confidential Information (the "Receiving Party") will not disclose the Confidential Information of the disclosing party (the "Disclosing Party"), except to its affiliates, employees, agents, or professional advisors who need to know it and who have agreed in writing to keep it confidential. The Receiving Party will ensure that those people and entities use the Confidential Information only to exercise rights and fulfil obligations set forth in this Agreement, while using the same degree of care to protect the Confidential Information that the Receiving Party uses to protect its own Confidential Information (and in no event less than reasonable care).

7.2 The confidentiality term of this agreement shall be permanent.

8 MISCELLANEOUS

8.1 Applicable Law

The validity, interpretation and implementation of this Contract shall be governed by the laws and regulations of the People's Republic of China. Any dispute with regard to any aspect of this AGREEMENT shall be settled through friendly discussion between the parties. In case no agreement is reached, the disputes shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be conducted in Beijing in accordance with CIETAC arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

8.2 Attachment

The Attachments hereto are made an integral part of this Agreement and are equally binding with the main body of the Agreement. In the event of any conflict between the terms and provisions of the main body of the Agreement and the Attachment, the terms and provisions of the main body of this Agreemnt shall prevail.

8.3   (a) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other party.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.IN WITNESS WHEREOF, each party hereto has caused this Contract to be executed by its duly authorized representative.