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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.