LICENSE AGREEMENT
OF DATA USAGE

THIS AGREEMENT is entered into by and between 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 "PARTY A", and._____, a corporation organized and existing under the laws of _____, having its principal place of business at _____, hereinafter referred to as the "PARTY B".

This Agreement is entered into by and between Party A and Party B and is effective as of the Day of _____, 2020 ("EFFECTIVE DATE")..

WHEREAS the Party B desires that the Party A 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, Party B and the Party A agree as follows:

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

1.1   Party A owns the intellectual property rights of _____(hereinafter referred to as "Data", see Attachment 1 for details). Party A licenses the usage of Data to Party B. The specific content and requirements are shown as below:

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

1.1.2   Party B shall use Data specified in this Contract through below Option: Scientific research institutions or educational institutions, which use Data for non-profit purposes, such as scientific research teaching.

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

A has the right to ask Party B to delete the data and require Party B to assume 200% of the total amount of the agreement.

2 PRICE AND PAYMENT

2.1   The Data to be provided by Party A is described as follows:

Description	Unit Price	Quantity	Total (USD)
Total			

2.2   The Party B shall pay to Party A a fixed sum of _____ RMB/USD. Such payment should be remitted within twenty (20) days of the acceptance of Data as defined in Paragraph 4.1.

2.3   Party A should provide to Party B an official invoice before Party B complete the payment according to 2.2. Party B shall remit the payment (as defined in Paragraph 2.1, 2.2 and 2.4) by means of wire transfer. The wiring instruction is as follows:

Receiver Account Name: Datatang Technology Inc
Receiver Account Number: 268397863
Receiver Address: 640 W California Ave, Suite 210,Sunnyvale, CA
Bank Name: JP Morgan Chase Bank N.A
Bank Address: 270 Park Ave., New York, NY 10017
SWIFT Code: CHASUS33
SWIFT Code/ Domestic Routing   322271627
number:

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

3 DELIVERY OF DATA

3.1   Party A should deliver the Data in this Agreement to Party B 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   CONSULTATION SERVICE AND REASONABLE PUBLICITY

4.1   Consulting services

Party A may, during the term hereof, provide Party B with relevant consulting services regarding the data authorized to be used, for a period of one year starting from the date of delivery of the data to Party B.Party A's consulting service contact information is as follows:

Name:

Email address:

Contact information:

4.2   Reasonable publicity

Party A have the right to publicize the data cooperation relationship between Party A and Party B in a reasonable way:

1) Display the cooperation information on Party A's website, including but not limited to logo and organization name;

2) Add party B's website link, etc..

Party B in the use of Party A's assistants data corresponding research achievements, shall be in accordance with the appropriate format to describe the reference data, data names, data sources and other appropriate index page, by the data reference guide to provide the corresponding data format, data of the author, name of the data, the data source page must clear in the references. The reference format is as follows:

Obligee of the Data: Datatang (Beijing) Technology Co., LTD

Data Name:

Data Reference Page: https://www.datatang.com/dataset/30

5   INTELLECTUAL PROPERTY RIGHTS

5.1   Party A reserves the right of ownership of the Data.

5.2   The intellectual property rights of the data provided by Party A to Party B shall belong to Party A. Party B shall enjoy the right to use the data as agreed herein.

Party B shall store the data in a reasonable manner and timely notify Party A of any data security incident.

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

5.4   Party B should not assign to third parties any of its right or obligation related to this Agreement. If Party B 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 Party Ae 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.

Party B: **Party A:**

Name (Print):_____   **Name (Print):**_____
Date:_____   **Date:**_____

Attachment 1: Data Specification

Attachment 2: DATA DELIVERY CONFIRMATION

Dear client,

Please kindly review the data we have sent to you and sign at the bottom of the Data Delivery Confirmation Form, once you have confirmed that our data is well-delivered and has met your standard of data collection/annotation. Please return us a scanned copy at your earliest convenience.

Best regards,

Datatang Team

Data Delivery Confirmation Form

Project Name	
Data Description	
Time of Delivery	
Recipient	
Amount Pay to Datatang	

Signature: _____   Date: _____

*Payment Instruction:

Receiver Account Name:	Datatang Technology Inc
Receiver Account Number:	268397863
Receiver Address:	640 W California Ave, Suite 210,Sunnyvale, CA
Bank Name:	JP Morgan Chase Bank N.A
Bank Address:	270 Park Ave., New York, NY 10017
SWIFT Code:	CHASUS33
SWIFT Code/ Domestic Routing number:	322271627