

FanRuan User License Agreement

IMPORTANT: DO NOT DOWNLOAD, INSTALL OR USE ANY OF FANRUAN PRODUCTS UNTIL YOU (THE "CUSTOMER") HAVE SIGNED THE FANRUAN USER LICENSE AGREEMENT (THE "AGREEMENT") AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY CHECKING THE ACCEPTANCE BOX, DOWNLOADING, INSTALLING OR OTHERWISE USING FANRUAN PRODUCTS, CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF ALL FANRUAN PRODUCTS IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY SUCH USE WILL CONSTITUTE CUSTOMER'S ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN THE CUSTOMER AND THE FANRUAN ENTITY IDENTIFIED HEREIN ("FANRUAN"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING THE SOFTWARE. BY DOWNLOADING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL OR USE THIS SOFTWARE, AND YOU MAY RETURN IT THE AUTHORIZED DISTRIBUTOR WHERE YOU OBTAINED IT FOR A REFUND, SUBJECT TO FANRUAN'S RETURN POLICY.

1. Rights to Use

1.1 Activation. Customers shall activate FanRuan Products with a valid product key or other activation codes delivered by FanRuan or an Authorized Reseller in order to use such FanRuan Products. FanRuan may, upon notice to Customer, update the method of product activation. If the Software is an update of another product provided by FanRuan or other providers, you may use it under the terms and conditions of this Agreement. If the Software is an update of any part of a software package and is deemed as a single product in the license agreement, it shall be only used or transferred together with the software package and shall not be used separately on several computers.

1.2 Access. Subject to the terms and conditions of this Agreement, FanRuan grants to Customer a world-wide, non-exclusive, non-transferable and non-sublicensable right for its Authorized Users to use FanRuan Products for Customer's internal business operations. FanRuan further grants to Customer the right to allow Authorize Third Party to use FanRuan Products designated for external use in the Documentation provided such use is solely in connection with Customer's business relationship with the Authorize Third Party.

Any use of FanRuan Products shall be (i) in accordance with the Documentation, and (ii) permitted solely for the term and in the quantities specified in an ordering document.

1.3 Granting of Rights

1.3.1 Software application. You may install, use, access, display, run or otherwise interact with (collectively, "run") a copy of the Software on any single device, including but not limited to computers (except network computers), workstations, terminals, handheld PCs, beepers, smart phones or other digital electronic devices connected to the local network (collectively, the "Computer"). The main user of the Computer running the Software may make a second copy for use on laptops only. You may allow your Contractors and Affiliates to visit or use the Software and exactly, the system built by the Software, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their acts or omissions were your own.

1.3.2 Use for storage/network purpose. You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on your other computers over an internal network;

however, you must acquire and dedicate a license for each separate computer on which the Software is installed or run from the storage device. A single license for the Software may not be shared or used concurrently on different computers.

1.3.3 Subject to the terms and conditions of this Agreement, you are granted a limited non-exclusive license to use this Software (as defined in Section 1.1). The License does not allow you to sell, transfer or use the Software for other commercial use.

1.4 Use Restrictions. Unless otherwise expressly permitted, Customer shall not, nor permit or authorize anyone to use the Software.

1.4.1 You may not use FanRuan technology or FanRuan intellectual property to develop software or design, develop, manufacture, sell, or license third-party devices/accessories associated with FanRuan devices without FanRuan's prior consent.

1.4.2 You may make a copy of the Software on a computer hard disk drive or other storage media for the purpose of archiving. You may not distribute or provide the Software through networks so that it is available to multiple devices or computers at the same time.

1.4.3 You may not sell, rent, lease, lend, sublicense or distribute the Software, in whole or in part, to any third party without prior written permission from FanRuan.

1.4.4 You shall not, and shall not procure to, export source code, decode, reverse engineer, decompile and disassemble the Software, nor create any derivatives.

Except as otherwise expressly permitted, you shall not, nor allow others to, or attempt to export the source code of the Software or decode or modify the Software or any part of the Software or the Services that it provides.

1.4.5 You may not and you agree not to use the Software and related updates to (1) copy or use any part of the Software beyond the

scope of this Agreement; (2) provide them to third parties, or allow third parties to use the whole or part of the Software without FanRuan's written consent (including but not limited to apps, services, code, and source code); (3) use the Software in a deceptive way or for deceptive purposes; (4) remove any copyright declarations or prompts contained in the Software; (5) attempt to destroy, bypass, change, invalidate or escape from the Software and/or any digital rights management system that is part of the organic composition of the Software; and (6) perform other improper or illegal acts.

1.4.6 When using the Software for storage or copying, you need to be authorized by the relevant rights holders in the corresponding countries or regions. FanRuan Software may be used to reproduce materials so long as such use is limited to the reproduction of non-copyrighted materials, materials for which you own the copyright, or materials you are authorized or legally permitted to reproduce. You acknowledge that ownership and intellectual property rights of any material displayed, stored or accessed via your device belong to the owner of the material. Such materials may be protected by copyright law or other intellectual property laws and treaties, and you may need to comply with the usage agreement or terms for such materials belonging to a third party. Unless otherwise agreed upon, this Agreement does not grant you any right to use such materials, nor does it guarantee that you can continue to use them.

1.4.7 No font is embedded. The Software will automatically call the font installed in your PC operating system or server. You shall not use this font for commercial purpose unless being authorized by the font copyright holder, otherwise it will be deemed as infringement. FanRuan will not bear any liability for such infringement.

1.4.8 FanRuan may provide you with Support

Services related to the Software Product (the "Support Services"). Use of Support Services is governed by the policies and programs described in the user manual, in "online" documentation, and/or in other materials provided by FanRuan. FineReport's any supplemental code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement. With respect to technical information you provide to FanRuan as part of the Support Services, FanRuan may use such information for its business purposes, including for product support and development. FanRuan will not utilize such technical information in a form that personally identifies you.

1.4.9 Software transfer. The first licensee of this Software Product may make a one-time permanent transfer of all of its license rights to an end user. The transfer must include all of the Software Product, including all component parts, media and printing materials, updates, this Agreement and if applicable, the Certificate of Authenticity. Such transfer shall not be an entrusted transaction or an indirect transfer. The transferee shall agree to abide by the terms and conditions of this Agreement, including the obligation of no further re-transfer of this Agreement and the Software under this Agreement.

1.4.10 You agree that you shall only use the Software in compliance with all applicable laws and regulations of the country or region in which you reside or use the Software, including but not limited to the local laws of the country or region where you live or download or use the Software and Services.

2. Services

2.1. Technical support. FanRuan will provide support and maintenance ("Support") for the Software in accordance with FanRuan Support Policy. Customer will be charged for support

fees. Details of the support fees shall be subject to a separate service agreement between the Parties. Such Support is included with paid subscriptions of FanRuan Products. FanRuan is not obligated to provide any technical support for the Software described herein, other than those required by laws. No oral or written information or opinion given by FanRuan or its authorized representatives constitutes any warranty.

2.1 jdk 1.8 does not support direction connection with ODBC. You may get the product compiled with jdk 1.7 through technical support service, but the problems that arise in connection with the use of this product are not included in the scope of product testing under the service agreement.

2.2 FanRuan Log consists of product operation logs, which is divided into five levels: DEBUG, INFO, WARN, ERROR, and FATAL. The default log levels of the designer and the server are WARNING. If the log level is reset as DEBUG, some system information logs, and more detailed logs executed with SQL will be output. Such logs shall only be used for trouble locating, troubleshooting and product improvement, instead of for any other purpose or for external use.

3. Warranties and Disclaimers

3.1 You acknowledge that the Software is provided "as is" without warranty of any kind, express or implied, and to the maximum extent permitted by applicable law. Neither FanRuan or its licensors or affiliates nor the copyright holders make any representations or warranties, express or implied, including but not limited to the warranties of merchantability, satisfactory quality and fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights. There is no warranty by FanRuan or by any other party that the functions contained in the Software will meet your

requirements or that the operation of the Software will be uninterrupted or error-free. You assume all responsibilities and risks for the selection of the Software to achieve your intended results and for the installation, use and results obtained from it.

3.2 Installing this Software may affect the availability of third-party software, apps, or services. There is no warranty by FanRuan that the features or services contained in this Software will meet your requirements, that this Software and its services will be free from errors/bugs, or that this Software will provide continuous, permanent services. In addition, FanRuan makes no warranty that this Software will be compatible with any third-party software or services.

3.3 You further acknowledge that the FanRuan Products and Services are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data, or information provided by the FanRuan Products or Services could lead to death, personal injury, or severe physical or environmental damage, including but not limited to the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support or weapons systems.

4. Limitation of Liability

4.1 FanRuan will not take any responsibility for software use problems caused by abuse, misuse, or unauthorized modification.

4.2 To the extent not prohibited by applicable laws, under no circumstances shall FanRuan, its employees, licensors, or affiliates be liable for any lost profits, revenues, sales, data or costs of procurement of substitute goods or services, property damages, personal injuries, interruptions of business, loss of business information or for any special, direct, indirect, incidental, economic, punitive, special or

consequential damages, however caused and whether arising under contract, tort, negligence, or other theory of liability arising out of the use of or inability to use the software, even if FanRuan or its licensors or affiliates are advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

4.3 In no event shall FanRuan's total liability to you for all damages (other than as may be required by applicable laws in cases involving death or personal injury resulting from FanRuan's negligence) exceed the amount you paid for your FanRuan devices.

4.4 The laws of some countries/regions do not allow the exclusion or limitation of certain warranties, guarantees or liabilities. If such laws apply to you, all or part of the exclusions or limitations described herein may not apply to you and you may have additional rights. Nothing in this Agreement affects your legal rights that you are always entitled to as a consumer and which you cannot contractually agree to alter or waive.

4.5 The limitations, exclusions and disclaimers contained in this Agreement are independent of any agreed remedy specified in this Agreement, and shall apply to the maximum extent permitted by applicable law even if any agreed remedy is found to have failed to its essential purpose. As a matter of law, disclaim and warranty or limit its liabilities, the scope or duration of such warranty and the extent of FanRuan liability shall be the minimum permitted under such law. If a waiver, right or remedy is exercised pursuant to mandatory law, it shall be exercised solely for the purpose provided and in conformance with the procedures and limitations expressly provided for by such law.

4.6 No third-party Beneficiary. The warranty and other obligations of FanRuan under this

Agreement shall run only to, and for the sole benefit of Customer, notwithstanding any rights of Authorized Third Parties to access or use the Software. Except as otherwise mandated by applicable laws, no person or entity shall be considered a third-party beneficiary of this Agreement, or otherwise entitled to receive or enforce any rights or remedies in relation to this Agreement.

5. Intellectual Property Rights and Infringement Indemnification

5.1. Ownership. Customer retains all rights, title and interest in and to its proprietary data ("Customer Data").

Software Product License: The Software Product is protected by the Copyright Law and international treaties, as well as by other applicable intellectual property laws and treaties. The Software Product is licensed, not sold.

5.2 Retention of Rights. FanRuan and its licensor shall reserve and retain all rights and qualifications in and to the Software and shall reserve any other rights not expressly granted to you herein.

5.3 Indemnification. FanRuan shall defend, indemnify and hold Customer harmless from any damages and costs awarded against Customer as a result of a third party claim that the Software, as delivered by FanRuan, infringes upon any third party copyright, trademark or patent ("IP Claim"). Customer shall defend, indemnify and hold FanRuan harmless against any third party claim, demand, suit or proceeding made or brought against FanRuan alleging that Customer's external use of FanRuan Products infringes upon any third party copyright, trademark or patent arose from the Customer's combination of FanRuan Products with any data, services or software not provided by FanRuan ("Customer Claim"). Each party's indemnification obligation is subject to:

(i) Prompt notification of a claim in writing to the indemnifying party;

(ii) Consent to allow the indemnifying party to have sole control of the defense and any related settlement negotiations; and;

(iii) Provision of information, authority and assistance as necessary for the defense and settlement of the IP Claim or Customer Claim.

5.4 Exceptions. FanRuan shall assume no liability for any IP Claim arising from or in connection with (i) unauthorized use, reproduction or redistribution of the Software; (ii) any modification or alteration of the Software without prior written approval from FanRuan; (iii) use of the Software in combination with any other software, hardware, third party data or other materials not provided by FanRuan; (iv) use of a prior version of the Software, if use of a newer version of the Software would have avoided such claim and such newer version is made available without charge; or (v) any Third Party Materials provided with the Software.

5.5. Remedies. If the Software becomes, or in FanRuan's option, is likely to become, the subject of an IP claim, FanRuan may, at its option and expense, either (i) obtain the right for Customer to continue using the alleged infringing Software free of any liability; (ii) replace or modify the Software, in whole or in part, to make it non-infringing while retaining substantially similar functionality; or (iii) if neither of the foregoing remedies can be reasonably effected by FanRuan, terminate the subject Software (without need for a ruling by a court or arbitrator) and refund a pro-rate portion of prepaid subscription fees, or the license fees amortized over three (3) year on a straight-line basis, provided that such Software is returned to FanRuan promptly after the effective date of any such termination.

5.6 Settlement, exception and remediation. It involves quality safety, environmental obligations and responsibilities, customer and

its property safety, exceptions and remedies.

6. Term and Termination

6.1 This Agreement shall come into effect as of the date you install the Software. You may terminate this Agreement at any time by permanently installing, destroying and returning, at your own costs, the Software, all back-up copies and all related materials provided by FanRuan. If you fail to comply with any terms or conditions herein, FanRuan or its licensor has the right to terminate this Agreement at any time without notification. Upon termination, you shall stop using the Software immediately, and uninstall or remove it and all related materials from your FanRuan devices or computers.

6.2 Description of Service Stages:

Stage I (maintenance for performance optimization): The product R&D team will fix the bugs and security vulnerabilities of the current release, update its functions and improve user experience. This stage lasts from the issuance of the general release to the issuance of the next general release. The duration depends on the product R&D cycle.

Stage II (maintenance for error correction): This stage focuses on fixing the bugs that prevent Customer from using the Product, instead of optimizing the functions of the current release. The previous release will be maintained for error correction on the date the latest release is issued. This stage will last for about 1 year.

Stage III (service support): This stage provides technical services, including but not limited to bug fix. This stage will no longer provide maintenance services, will not increase R&D inputs, and will only provide guidance on enabling limited functions of the original software. This stage will go on indefinitely. Currently, the technical support team recommends Customer to pay for technical support services. Once paid, the Product will

enjoy such technical support services regardless of the product release.

Stage IV (service suspension): This stage will stop providing all support services to current product release, including but not limited to troubleshooting, function Q&A and training in any form.

6.3 The service scope may be changed to meet the needs of different software releases. Only when this Agreement is formally terminated by sending written notice to the other Party shall the Product License Agreement be deemed terminated.

7. General Provisions

7.1 Definitions. Unless defined elsewhere in this Agreement, the capitalized terms used in this Agreement shall have the following meanings:

7.1.1 "Software" under this Agreement shall mean (1) computer software and may include media, printing materials, and "online" or electronic documentation; and (2) updates or upgrades to the software mentioned in (1). The Software excludes the Open Source Software Components defined in Section 1.2.

7.1.2 The Software and/or its updates or upgrades may also include software components that are protected by copyrights held by third parties and granted the open source software license by third parties ("Open Source Software Components"). Such Open Source Software Components are identified as such through specific license information provided within the device, which also indicates the Open Source Software license applicable for the respective component. For this reason, the terms and conditions of open source software licenses shall be applied when you are using these Open Source Software Components. This Agreement does not alter any rights or obligations you may have under such open source software licenses. If there are any conflicts between the license

conditions mentioned herein and the contents of open source software licenses with respect to any Open Source Software Components, the open source software licenses will prevail.

7.1.3 Unless otherwise agreed, the Software hereunder shall be bound by this Agreement, whether it is stored in a read-only member or any other medium or form or it is from an online download location authorized by FanRuan.

7.1.4 "Authorized Third Party" shall mean any third party authorized by Customer to access and use FanRuan Products designated for external use in the Documentation.

7.1.5 "Authorized Reseller" shall mean any developer, integrator, service provider, agent or any other partners authorized by FanRuan to sell FanRuan Products or Services.

7.1.6 "Authorized User" shall mean an employees or independent contractor of the Customer, who are authorized by Customer to use FanRuan Software Product in accordance with the terms and conditions of this Agreement.

7.1.7 "Confidential Information" shall mean non-public information that is disclosed by or on behalf of a Party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information does not include information which, and solely to the extent that it: (i) is generally available to the public other than as a result of a disclosure by the receiving Party or any of its representatives; (ii) was known to the receiving Party prior to the date hereof a non-confidential basis from a source other than disclosing Party or its representatives; (iii) is independently developed by the receiving party without benefit of any of the disclosing Party's Confidential Information; (iv) becomes lawfully

known to the receiving Party on a non-confidential basis from a source (other than the disclosing Party or its representatives) who is not prohibited from disclosing the information to the receiving Party by any contractual, legal, fiduciary or other obligation; or (v) was disclosed by the disclosing Party to a third party free of any confidentiality obligations with respect thereto. In the event of any dispute with regard to the applicability of these exclusions, the burden of proof will be on the receiving Party and such proof will be by clear and convincing evidence.

7.1.8 "Consulting Services" shall mean any mutually agreed upon consulting services performed by FanRuan under the terms and conditions of this Agreement and any applicable Order Form or Statement of Work.

7.1.9 "Delivery Date" shall mean the date on which both FanRuan Products specified in the relevant Order Form and the license key(s) for such Products are initially made available (via download or otherwise) to Customer or to Authorized Reseller as applicable.

7.1.10 "Documentation" shall mean the then-current user documentation for FanRuan Products, including those published or downloadable at <https://www.finereport.com/en/>

7.1.11 "Education Services" shall mean training or education services performed by FanRuan under the terms and conditions of this Agreement and any applicable Order Form or Statement of Work.

7.1.12 "Order Form" shall mean a written document, executed by the Parties, pursuant to which Customer orders FanRuan Products, Education Services or Consulting Services.

7.1.13 "Party" or "Parties" shall mean FanRuan and Customer, individually or collectively, as the case may be.

7.1.14 "**FanRuan Products**" shall means Software and any related product offerings provided by FanRuan, but excluding Services.

7.1.15 “ **Services**” shall mean Support, Consulting Services or Education Services provided by FanRuan pursuant to an Order Form or Statement of Work.

7.1.16 “**Statement of Work**” shall mean a document agreed to by the Parties that describes Consulting Services to be performed by FanRuan pursuant to this Agreement.

7.1.17 “**Value Add Subscription Services**” shall mean products that add features or services to another FanRuan Product and are not intended to function independently on a stand-alone basis. Value Add Subscription Services are identified in the Value Add Product License Metrics at <https://www.finereport.com/en/>

In addition, you may purchase additional functions of FineReport products, which may be provided in license form.

7.2 Recordkeeping, Verification and Audit.

While this Agreement is in effect and for one (1) year after the effective date of its termination, upon request by FanRuan but not more than once per calendar year, Customer shall Conduct a self-audit of its use of FanRuan Products and within ten (10) business days after receipt of such request, submit a written statement to FanRuan verifying that it is in compliance with the terms and conditions of this Agreement. FanRuan shall have the right, on its own or through its designated agent or third-party accounting firm, to conduct an on-premises audit of Customer's use and deployment of FanRuan Products for compliance with this Agreement.

(15) Any such audit shall be conducted during regular business hours at Customer's offices and in such a manner as not to unreasonably interfere with Customer's normal business activities. If such audit should disclose any non-compliance in licensed use, Customer shall pay the audit costs, together with any other fees or damages payable to FanRuan according to this Agreement and applicable

laws.

7.3. Third-party Materials. FanRuan Products may include certain open source or other third-party software, data or other materials (“Third-party Materials”) that are separately licensed by their respective owners. Third-party Materials are identified in the Documentation. FanRuan represents that if FanRuan Products are used in accordance with this Agreement, such use shall not violate any license terms for the Third-party Materials. FanRuan makes no other representation, warranty or commitment regarding the Third-party Materials, and hereby disclaims any and all liability relating to customer's use thereof.

7.4 Evaluation. If customer is provided FanRuan Products for evaluation purposes (Evaluation Products), use of the Evaluation Products is only permitted in a non-production environment and for the period limited by the corresponding license key. Notwithstanding any other provision in this Agreement, licenses for the Evaluation Products are provided “As Is” without indemnification, Support or warranty of any kind, expressed or implied. In no event shall FanRuan's maximum cumulative liability for Evaluation Products exceed the actual losses caused by FanRuan.

7.5 Assignment. Customer shall not assign or transfer this Agreement or any part or all of its rights and obligations hereunder to any third party without prior consent from FanRuan. For the purpose of this Section, any change in control of Customer, whether by merger, sale of equity interests or otherwise, will constitute an assignment, requiring a prior written consent from FanRuan. Any attempt by Customer to assign this Agreement or any part or all of its rights and obligations hereunder will be null and void. FanRuan is free to assign or transfer this Agreement or any part or all of its rights and obligations hereunder at its discretion. All terms and conditions of this

Agreement shall be binding upon, inure to the benefit of, and enforceable by and against the respective successors and permitted assigns of FanRuan and Customer.

7.6 Statistical Data Collection and Use.

FanRuan may collect and use certain statistical data to enable, optimize, support and improve the performance of FanRuan Products. "Statistical Data" shall mean non-personal statistical, demographical, or usage data or metadata generated in connection with any use of FanRuan Products. Statistical Data do not include any personally identifiable information or any personal data that is owned by FanRuan.

7.7 Compliance with Laws. Customer agrees at all times to comply with all applicable laws and regulations in its performance to this Agreement, which may include, without limitation export control laws and regulations of Japan, South Korea, Taiwan, Southeast Asian countries, European and American countries, central and eastern China and other governments, and regulations declared by the U.S. Department of Commerce, the Council of the E.U. and their counterparts under applicable law, ("Export Control Laws"), including all end user, end-use and destinations restrictions imposed by such Export Control Laws. Customer shall indemnify and hold FanRuan and its officers, agents and employees harmless from and against any and all losses, costs, claims, penalties, suits, judgments and other liabilities (including reasonable attorney's fees) arising out of, relating to, or resulting from Customer's failure to comply with an Export Control Laws.

7.8. The validation, interpretation, modification, fulfillment, and dispute settlement of this Agreement shall be governed by the laws of the jurisdiction corresponding to the entity identified herein by FanRuan as the a contracting party, but excluding any conflict of law rules or the

United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. You agree that this Agreement is signed in Xishan District, Wuxi City, Jiangsu Province. If any dispute arises concerning the content or performance of this Agreement, the dispute shall be settled through friendly negotiation. In the event that the dispute cannot be settled through negotiation, either party could submit the dispute to the People's Court with jurisdiction in the place of signing. You will also benefit from any mandatory provisions of the law of the country/region in which you are resident. Nothing in this Agreement, including the paragraph above, affects your rights as a consumer to rely on such mandatory provisions of local law. The European Commission provides for an online dispute resolution platform, which you can access at <http://ec.europa.eu/consumers/odr/>. If you would like to bring a matter to our attention, please contact us.

7.9. 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 occurs after the Effective Date of this Agreement and which are beyond the reasonable control of the Parties, such as strikes, blockades, wars, terrorism, riots, natural disasters, and refusal of license 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 at reasonable costs.

7.10 Notices. All notices concerning a default, breach or violation of this Agreement by FanRuan shall be made in writing and delivered to FanRuan: (a) by certified or registered mail; or (b) by internationally recognized express courier, and shall be

addressed to: FanRuan Software Co., Ltd. at the 9th Floor, Building 1, Longemont Yes Tower, No.399 Kaixuan Road, Changning District, Shanghai, P.R.China. All other notices, including account-related communications, shall be electronically sent to FanRuan at international@fanruan.com. Unless otherwise specified in writing by Customer, all notices to Customer shall be sent to the address provided by Customer in the Order Form.

7.11 Relations between the Parties. The Parties are independent contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership, fiduciary relationship, joint venture, trust or similar relationship between the Parties.

7.12 Waiver. No term and condition of this Agreement shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Parties issuing the same. Neither this Agreement nor any Order Form shall be dependent on Customer issuing a purchase order. Customer acknowledges that any purchase order is for its administrative convenience only and that FanRuan has the right to issue an invoice and collect payment in the absence of purchase order. Any additional or conflicting terms or conditions in any purchase order or other ordering documentation shall have legal force or effect.

7.13 Equitable Relief. Customer acknowledges that FanRuan may be irreparably harmed by a breach of the terms and conditions of this Agreement and that damages, alone, may not be an adequate remedy. Customer agrees that, in addition to any other rights or remedies permitted on the applicable law, FanRuan shall have the right to enforce this Agreement by injunctive or other equitable relief without the need to prove actual damages or post a bond.

7.14 Limitation. Subject to applicable law, no

action, regardless of form, arising out of this Agreement may be brought by Customer more than three (3) years after the cause of action arose.

7.15 Entire agreement. This Agreement constitutes the entire agreement between you and FanRuan on governing your use of the Software and supersedes any prior agreements between you and FanRuan relating to the use of the Software. You may also be subject to additional terms and conditions that may apply when you use or purchase open source software, third-party content, or other FanRuan services.

8. Privacy Policy

FanRuan Privacy Statement (the "Privacy Statement") provides information about the data that FanRuan collects and the ways in which this data is used by FanRuan. For use of this Software on your device, FanRuan will collect data from your device in accordance with the provisions of this Agreement and the Privacy Statement. You may refer to the details of the Privacy Statement at: <https://www.finereport.com/en/privacy>.

9. Consent to Use of Data

9.1 Installation of this Designer indicates that you are willing to join us in Fanruan's Software Product Improvement Programme, and that you agree to provide desensitized designer usage information to help FanRuan improve software products and services. Such information will not include your business data and will not be disclosed to third parties who are not FanRuan's partners. You may turn off this setting in the Designer.

9.2 In the event that the data collected from your device during use may be processed or transferred to FanRuan and its affiliates/licensors in countries outside of the country you reside, FanRuan will ensure that your data is adequately protected in

accordance with the most stringent standards. Due to the delay in updating the reminder function of the old-version software license, part of data may be sent back to the server in China by default. Such data are only about product service. Personal data will be desensitized in accordance with the most stringent data protection principles (for example, GDPR); you may manually set the switch for data return. For any further questions, please contact us without hesitation.

9.3 FanRuan only retains your data for the period necessary to fulfill the purposes outlined in this Agreement and the Privacy Policy, unless a longer retention period is

Supplementary Provisions

10.1. Registered FineReport vs Unregistered FineReport

There are two ways to check whether the FineReport is registered or not: one is to deploy the program and log in the management platform: http://IP:port_number/application_name/decision (IP, port and application name shall be redefined by the Web application server and the report application name), click Management System-Registration Management to check whether the currently accessed server is registered or not; the other way is to deploy the program and enter the address in the browser: http://IP:port_number/application_name/decision/view/report?op=reg Upon login, you can check whether the currently accessed server is registered or not.

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Visit the official website of FineReport to buy or renew your license. Thank you.

FanRuan Software Co., Ltd.

10.4. Concurrency Restrictions

required or permitted by law. FanRuan will take all appropriate technical and organizational steps to prevent unauthorized access to or disclosure of your data.

9.4 This Consent Statement may be revoked at any time and shall take effect immediately. When being revoked, the provisions of Section 10 regarding the termination of agreement shall apply.

10. How to Contact Us.

If you have any questions, comments or suggestions, please contact us by visiting <https://www.finereport.com/en/>.

FanRuan provides you with a downloadable unregistered FineReport at its official website. For the convenience of the users to conduct function test, the unregistered FineReport has all the same functions as the registered version, but may have following problems:

10.2. Access to FineReport

When you have a local access to FineReport on the remote server, you will find a blue-colored and hyperlinked text that reads, "Buy FineReport Enterprise Version---Register Now", in the lower left corner.

10.3. Prompt Message

When you have a local access to FineReport on the remote server, the page may automatically jump to the official website of the FineReport now and then, and a blue-background Purchase Registration page may pop up, which reads:

The number of concurrencies in the unregistered FineReport is limited to 2. That is to say, the unregistered FineReport only allows two clients to have access to the server at the same time, which may greatly lower your work efficiency.

10.5. Built-in Server

Unregistered FineReport may disable the

function of the Web application server every seven days. As a result, you cannot have access to FineReport, and you have to restart a Web application server like Tomcat.

10.6. Export Controls

You may not use or otherwise export or re-export Fanruan Software except as authorized

by applicable laws and the laws of the jurisdictions in which the FanRuan Software was obtained.

10.7. About FanRuan

FanRuan under this Agreement refers to FanRuan Software Co., Ltd. and its affiliates.