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10. Limitation of Liability. To the maximum extent permitted by applicable law: in no event will PingCAP be liable for any direct, incidental, special, indirect or consequential damages whatsoever, or damages for loss of profits, loss of data, loss of goodwill, business interruption or any other damages or losses, arising out of or related to your use or inability to use the PingCAP Community Software.

11. Non-Assignment. You may not assign or otherwise transfer your rights and obligations under this Agreement, in whole or in part, without our written consent, and any such attempt will be void. PingCAP may, without your consent, transfer our rights or obligations under this Agreement to any member of the PingCAP Group or in connection with any merger or change of control of PingCAP or PingCAP Group provided that any such successor agrees to fulfill its obligations pursuant to this Agreement in our discretion.

12. Applicable laws and Dispute Resolution. The laws of the People's Republic of China shall be applicable to the validity, interpretation, modification, implementation and dispute resolution of this Agreement. All disputes arising out of this Agreement shall be dealt with in accordance with the laws of the People's Republic of China, and be subject to the jurisdiction of local people's court where PingCAP is located.

13. Language. This Agreement is written in both Chinese and English language. In case of any conflicts between the Chinese version and the English Version, the Chinese version shall prevail.