

**MONITIZER® TERMS AND CONDITIONS (“T&C’S”)****MONITIZER® 条款与条件 (“T&C”)****1. DEFINITIONS AND INTERPRETATION/ 定义与解释**

1.1 **Definitions.** The capitalized terms not defined in the text of these T&C’s shall have the following meanings:

定义。本 T&C 正文中未定义的大写术语应具有以下含义：

“**Contract**” means these T&C’s, the SOW, the Digital Agreement, the Specification Sheet(s) and the other Appendices.

“**合同**”指 T&C、SOW、数字协议、规格表和其他附录。

“**Digital Agreement**” means the document to be signed by the parties that covers these T&C’s and the SOW.

“**数字协议**”指由签约方签署的文件，包括本 T&C 和 SOW。

“**Effective Date**” shall begin on the day of contract signing.

“**生效日期**”应从合同签订之日起计算。

“**Hardware**” (to the extent covered by this Contract) means the hardware to be provided by Supplier as specified in the SOW and described in the relevant Specification Sheet, including any NoriGates and sensors.

“**硬件**”（在本合同涵盖范围内）指供应商根据 SOW 规定提供的硬件，详情可参见相关规格表，包括任何 NoriGates 和传感器。

“**Initial Term**” shall begin on the day of system access unless otherwise agreed in the contract.

“**初始期限**”应从系统访问之日开始，除非合同另有约定。

“**Intellectual Property Rights**” or “**IPR**” includes patents and rights to inventions, copyright, design right, database right, rights to trademarks and domain names, trade secrets, know-how and confidential information and all other IPR, whether arising by registration (and including applications for registration) or operation of law and whenever, wherever and however arising.

“**知识产权**”或“**IPR**”包括因在任何时间、任何地点以任何方式进行注册（包括注册申请）或法律实施产生的发明专利和权利、版权、设计权利、数据库权利、商标域名、商业秘密、专有知识和机密信息权利，以及其他所有知识产权。

“**Monitizer Platform**” means the Monitizer Hub and other Monitizer products specified in the SOW and described in the relevant Specification Sheet [(but excluding any Hardware)].

“**MONITIZER 平台**”指 SOW 所述的 MonitizerHub 和其他 Monitizer 产品，详情可参见相关规格表[(但不包括任何硬件)]。

“**Professional Services**” means the professional services specified in the SOW.

“**专业服务**”指 SOW 所述的专业服务。

“**Renewal Term**” shall begin 12 months each upon the expiry of the Initial Term or any subsequent Renewal Term, unless either party gives at least ninety (90) days written notice to terminate, such notice to take effect at the expiry of the then-current Initial Term or Renewal Term.

“**续约条款**”应在初始期限或任何后续期届满后每 12 个月开始，除非任何一方至少在（90）天发出书面终止通知，该通知在当时的初始期限或续订期限届满时生效。

“**SOW**” means the Statement of Work forming part of the Contract

“**SOW**”指工作说明书，构成本合同的一部分。

“**Specification Sheets**” means the detailed specifications of the products and services selected by Client and appended to the SOW.

“**规格表**”指客户所选产品与服务的详细规格，附在 SOW 中。

“**Supplier**” shall mean the Norican Group entity set out in the SOW.

“**供应商**”应指 SOW 所述的 Norican 集团实体。

- 1.2 To the extent that there is a conflict between any parts of this Contract, the hierarchy for resolving the conflict will be (a) the Digital Agreement, (b) the SOW, (c) these T&C's, and (d) the Appendices (including any Specification Sheet). Clause headings are included for convenience only and do not form part of this Agreement for purposes of interpretation. “including” and similar terms where used in this Contract mean “including without limitation”.

顺序解决冲突：(a) 数字协议，(b) SOW，(c) 条款与条件，(d) 附录（包括任何规格表）。条款标题仅因方便而设，在解释时，不构成本协议的一部分。本合同任何地方使用的“包括”和类似词语均指“包括但不限于”。

- 1.3 **Scope.** This Contract applies to the Supplier's provision of the Hardware (to the extent that it is not already covered under any other agreement between the Supplier and the Client), the Monitizer Platform and the associated Professional Services set out in the applicable SOW only. To the extent that there is any conflict between this Contract and any other agreement between the Client and the Supplier, this Contract prevails. This Contract applies to the exclusion of any terms put forward in any way by the Client.

**范围。** 本合同仅适用于供应商提供硬件（在尚未列入供应商与客户的其他任何协议的情况下）、MONITIZER 平台以及适用 SOW 列出的相关专业服务。如果本合同与客户和供应商签订的其他任何协议产生冲突，应以本合同为准。本合同在排除客户以任何方式提出的任何条款时适用。

## 2. TERM/ 期限

The Contract shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, and continue until the expiry of the “**Initial Term**” of 12 months. The Contract shall be automatically renewed as stipulated under “**Renewal Terms**”.

本合同应从生效时开始，一直持续至 12 个月的“**初始期限**”到期，除非根据合同条款提前终止。合同应按照“**续约条款**”的规定自动续签。

## 3. DELIVERY/ 交付

- 3.1 Time stipulations in this Contract are estimate only. Supplier shall not be liable for any delay or failure to provide any Services, the Monitizer Platform or Hardware where such delay or failure is due to the Client's failure to fulfil the requirements set out in the relevant Specification Sheet.

本合同规定的时间仅为预估时间。如果因客户未履行相关规格表所述要求，导致供应商延迟或未能提供任何服务、MONITIZER 平台或硬件，供应商不承担相关责任。

- 3.2 All Hardware purchased by Client is supplied as specified in the SOW. Title to such Hardware shall transfer to Client when Supplier receives payment in full of the Fees for such Hardware. Where no Fees are payable, title shall transfer to Client at delivery of the Hardware.

客户购买的所有硬件按照 SOW 规定供货。该硬件的产权自供应商收到硬件的全部费用后转移至客户。如果客户没有应支付的费用，产权将在交付硬件时转移至客户。

#### 4. THE MONITIZER PLATFORM/ MONITIZER 平台

4.1 **License.** Subject to payment of the applicable license Fees and the provisions of the Contract, for the Term, Supplier hereby grants Client a non-exclusive, non-transferable, non-sublicensable, limited, revocable license for its internal use only.

许可。在支付适用许可费用之后，根据本合同的条款，供应商特此在合同期限内，授予客户一份非排他性的、不可转让的、不可分许可的、有限的、可撤销的许可，仅供客户内部使用。

4.2 **Software as a Service (“SaaS”).** Where Client licenses the Monitizer Platform as a SaaS solution this Section 4.2 shall apply.

软件即服务（“SaaS”）。如果客户将 MONITIZER 平台许可为一种 SaaS 解决方案，则第 4.2 节适用。

4.2.1 During the Term, Supplier shall, subject to payment of the Fees, provide to Client access to the Monitizer Platform via use of a web interface as described in the applicable Specification Sheet.

在合同期限内，供应商应在客户支付费用后，向客户提供通过适用规格表所述的 Web 界面访问 MONITIZER 平台的权限。

4.2.2 Although Supplier may divulge application programming interfaces to the underlying code of the Monitizer Platform, access and use of the Monitizer Platform shall be web-enabled access only, and nothing in the Contract shall entitle Client to the object or source code of the Monitizer Platform.

尽管供应商可能会披露 MONITIZER 平台底层代码的应用编程接口，但 MONITIZER 平台只能以 Web 形式进行访问和使用，本合同未规定客户有权享有 MONITIZER 平台的对象或源代码。

4.2.3 Unless otherwise specified in the SOW, the Monitizer Platform shall be provided through access to third party data centers licensed by Supplier from Alibaba for Clients located in China and from Amazon Web Services for Clients in all other locations, or other third party data centers of similar standard. Client shall comply with any end user terms notified to it by Supplier or such third party.

除非 SOW 中另有规定，MONITIZER 平台应以接入供应商所授权的阿里巴巴为中国境内客户提供的第三方数据中心，以及亚马逊云科技为其他所有地区客户提供的第三方数据中心，或其他类似标准第三方数据中心的形式提供。客户应遵守供应商或该第三方告知的任何终端用户条款。

4.2.4 Supplier shall use all commercially reasonable efforts to make the Monitizer Platform available to Client as described in the applicable Specification Sheet and any reasonable planned and unplanned downtime (of which it shall make reasonable efforts to provide Client with reasonable notice in advance).

供应商应尽其合理商业努力，使 MONITIZER 平台可以按照适用的规格表以及任何合理的计划和计划外停机时间（供应商应做出合理的努力，提前向客户提供合理的通知）供给客户使用。

- 4.3 **Updates and maintenance.** Software upgrades and maintenance to equipment and devices will be carried out as necessary and will only be notified to the Client when the Client's assistance is necessary.

**更新和维护。** 设备设施的软件更新和维护根据需要实施，且仅在需要客户协助时通知客户。

- 4.4 **License Restrictions.** Except as expressly permitted in the Contract, Client shall not, nor allow or authorize any third party to: (i) alter, enhance or otherwise modify or create derivative works of or from the Monitizer Platform; (ii) disassemble, decompile, reverse engineer or otherwise attempt to derive the source code of the Monitizer Platform; or (iii) where accessing the Monitizer Platform as a SaaS Service, upload, post or transmit into the Monitizer Platform: (a) any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable law, including violations of the IPR or any other rights of a third party; or (b) any information, content or software which is subject to any open source or freeware license or contains a virus, cancelbot, Trojan horse, worm or other harmful component.

**许可限制。** 除非本合同明确准许，客户不得从事，亦不能允许或授权任意第三方从事：(i) 篡改、强化或以其他方式修改 MONITIZER 平台或创制衍生品；(ii) 反汇编、反编译、逆向工程 MONITIZER 平台或试图以其他方式获取源代码；或 (iii) 以 SaaS 服务形式访问 MONITIZER 平台时，向平台上传、发布或传播以下信息：(a) 任何非法、威胁、辱骂、诽谤、中伤、淫秽、色情、亵渎或其他令人反感的消息，包括但不限于构成或鼓励构成刑事犯罪、招致民事责任或违反任何适用法律的行为的信息传播，包括侵犯第三方的 IPR 或其他任何权利；或 (b) 受任何开源或免费软件许可约束，或含有病毒、清除程序、特洛伊木马、蠕虫或其他有害组件的任何信息、内容或软件。

- 4.5 **On premises license.** Where Client licenses 'on premises' the software licensed at Section 4.2 on a subscription basis all parts of this Section 4 will apply other than 4.2.3,

**内部许可。** 如果客户以订阅形式在内部许可 第 4.2 节 中许可的软件，则本节除了 4.2.3 之外的所有部分 4 适用。

- 4.6 **Third Party Applications.** To access and use the Monitizer Platform, Client may be required to acquire certain third party applications, including web browsers, hardware and related documentation from third party vendors as described in the applicable Specification Sheet and Client shall be solely responsible for acquiring and maintaining such third party applications, hardware and documentation.

**第三方应用。** 要访问和使用 MONITIZER 平台，客户可能需要获取某些第三方应用，包括使用规格表所述的第三方厂商的网页浏览器、硬件和相关文档。客户独自负责获取和维护该第三方应用、硬件和文档。

- 4.7 **Backups.** Supplier is not responsible for back up of any Client Content under the Contract unless specifically provided as part of a relevant Specification Sheet.

**备份。** 供应商没有对本合同项下的任何客户内容进行备份的责任，除非明确规定该内容属于相关规格表的一部分。

## 5. PROFESSIONAL SERVICES/ 专业服务

- 5.1 **Completion of installation, etc.** When the Supplier has completed installation of the Monitizer Platform or Hardware (or supervision of the same) as set out in the applicable SOW, Supplier shall notify the Client in writing. The Client shall no later than five (5) calendar days from this notification (the "acceptance period") perform an acceptance inspection and confirm material compliance with the relevant SOW and Specification Sheet(s). Unless the Client has notified the Supplier during the

acceptance period of any material errors or has earlier started live use (which will be deemed to be acceptance) the Client shall be deemed to have accepted the Monitizer Platform or Hardware concerned at the end of the acceptance period. Where Client has purchased Professional Services to support and/or maintain its use of the Monitizer Platform, Supplier may, where required from time to time, in person or remotely, attend Client's premises and/or Client's cloud iteration of the Monitizer Platform to support Client's use of the software, including to retrieve Client Property (including Project Transaction Data and Product Performance Data) and perform updates and maintenance to the Monitizer Platform and the Hardware.

**完成安装等。**当供应商完成适用 SOW 所述 MONITIZER 平台或硬件的安装（或指导）时，应书面通知客户。客户应自此通知起不迟于五 (5) 个日历日（“**验收期**”）进行验收检查，确认实质性符合相关 SOW 和规格表。除非客户在验收期内通知客户存在任何重大错误，或提前开始实际使用（视为接受），否则客户应视为在验收期结束时接受相关 MONITIZER 平台或硬件。如果客户购买专业服务来支持和/或保持其对 MONITIZER 平台的使用，供应商可根据不时提出的要求，亲自或以远程方式出席客户经营场所和/或参加客户对 MONITIZER 平台的云端迭代，为客户使用软件提供支持，包括检索客户财产（含项目交易数据和产品性能数据），对 MONITIZER 平台和硬件进行更新和维护。

## 6. IPR/ IPR

- 6.1 **Client Property.** As between Client and Supplier, Client shall retain ownership of any content, data or other Client Confidential Information obtained by Supplier from Client or its customers (collectively the “**Client Property**”). Client hereby grants Supplier a nonexclusive, worldwide, royalty-free license during the Term of the Contract to use, copy, display, distribute and modify Client Property solely as provided in the Contract. The Client Property includes the specific transaction data generated in using Monitizer Platform, including any Personal Data, and any Confidential Information that discloses performance data of Client, its products and its product sales (collectively “**Project Transaction Data**”). Supplier does not claim ownership of Project Transaction Data and shall not use such Project Transaction Data except for the purposes set out in the Contract, service improvement, data science and research and development. Notwithstanding the foregoing, Supplier will retain all right, title and interest to all aggregated transactional and performance data related to the use of Monitizer Platform, which Supplier may collect, aggregate, anonymise and otherwise use for its business purposes (including, for software and machine optimization, benchmarking and product marketing purposes) (collectively “**Product Performance Data**”).
- 6.2 **客户财产。**在客户和供应商之间，对于供应商从客户或其顾客获得的任何内容、数据或其他客户机密信息，其所有权仍归客户所有（统称为“**客户财产**”）。客户特此在合同期限内向供应商授予一份非排他性的、全球适用的、免版税的许可，但仅用于按本合同规定使用、复制、展示、分发和修改客户财产。客户财产包括使用 MONITIZER 平台时生成的特定交易数据，包括任何个人数据，以及可披露客户、客户产品及其销售业绩数据的任何机密信息（统称为“**项目交易数据**”）。供应商不主张项目交易数据的所有权，不得将该项目交易数据用作本合同列示用途、服务改进、数据科学与研发之外的任何用途。尽管有上述规定，但供应商仍对与使用 MONITIZER 平台相关的所有汇总交易与性能数据（统称为“**产品性能数据**”）保留所有权利、产权和权益，供应商可能收集、汇总、匿名化该等数据以及以其他方式用于其商业用途（包括用于软件和机器优化、基准测试和产品营销用途）。
- 6.3 **Ownership.** Supplier (and its licensors, where applicable) owns all right, title and interest, including all IPR, in and to the Monitizer Platform, Hardware, software and other content and materials used in the provision of the Services. In addition, Client agrees that Supplier (and its licensors, where applicable) will own all right, title and interest in and to any suggestions, ideas, enhancement

requests, feedback, recommendations or other information provided by Client or any other Party relating to the Monitizer Platform, and Client hereby assigns, with full title guarantee, all IPR in such items to Supplier. Client will not take any action that jeopardizes Supplier's or its licensor's proprietary rights or acquire any right in any of the foregoing, except (a) the limited license rights specified herein; and (b) title in any Hardware for which title transfers to Client.

**所有权。** 供应商（及其授权人，如适用）对用于提供服务的 MONITIZER 平台、硬件、软件和其他内容与材料拥有全部所有权、产权和权益（包括所有 IPR）。除此之外，客户同意供应商（及其授权人，如适用）对客户或其他任何相关方就 MONITIZER 平台提出的任何建议、构思、改进要求、反馈、建议或其他信息拥有全部所有权、产权和权益，客户特此将这些项目的所有 IPR 转让给供应商，并提供完整的产权担保。客户不应采取任何妨害供应商或其授权人专有权利的行动，也不能获得上述任何项目的权利，但 (a) 本合同所述的有限许可权利以及 (b) 客户受让产权的任何硬件中的产权除外。

## 7. INDEMNITY/ 赔偿

**7.1 Supplier Indemnity.** Subject to Section 7.4, Supplier shall defend, indemnify and hold Client, its affiliates, shareholders, directors, officers, employees and agents harmless from any and all damages finally awarded by a court of competent jurisdiction from which no appeal lies resulting from any claim or allegation that the Monitizer Platform as used within the scope of the Contract infringes or misappropriates any IPR. The foregoing indemnity obligations shall not extend to (a) a modification of the Monitizer Platform by anyone other than Supplier (or its authorised contractors); (b) the incorporation into the Monitizer Platform of any information provided by or requested by Client, including any Client Property; (c) the use of a combination of the Monitizer Platform with any third party software or equipment where such combination is the cause of such infringement; or (d) if Client has not adhered to its obligations under or in connection with the Contract. This Section 7.1 states Supplier's entire liability and Client's sole remedy for infringement claims.

**供应商赔偿。** 根据第 7.4 节，如果在本合同范围内使用的 MONITIZER 平台侵犯或侵占任何 IPR 而受到任何索赔或指控，则对于主管辖区法院就此做出最终裁决（不得上诉）的任何和所有损害赔偿，供应商应为客户及其附属公司、股东、董事、高级职员、员工和代理抗辩、做出赔偿并使其免受伤害。上述赔偿义务不应扩大至：(a) 供应商（或其授权承包商）以外其他人对 MONITIZER 平台进行修改；(b) 将客户提供或请求的任何信息（包括任何客户财产）纳入 MONITIZER 平台；(c) MONITIZER 平台与任何第三方软件或设备组合使用，而这种组合导致了侵权；(d) 客户未改变其在本合同项下或与合同相关的义务。第 7.1 节规定了供应商对侵权索赔的全部责任以及客户的唯一索赔。

**7.2 Opportunity to Cure, etc.** In the event the Monitizer Platform is held or is believed by Supplier to infringe IPR, Supplier is entitled to (a) modify the Monitizer Platform so that it is non-infringing; (b) replace the Monitizer Platform with non-infringing software which is functionally equivalent; (c) obtain a license for Client to continue using the Monitizer Platform as provided herein; or (d) without further liability terminate the Contract by written notice to Client.

**补救机会等。** 如果 MONITIZER 平台存在或被供应商认为侵权，则供应商有权 (a) 修改 MONITIZER 平台使其不再侵权；(b) 用具有同等功能的非侵权软件更换 MONITIZER 平台；(c) 为客户获得一份按本合同规定继续使用 MONITIZER 平台的许可；或 (d) 在书面通知客户后终止本合同，但不产生进一步的责任。

**7.3 Client Indemnity.** Client shall defend, indemnify and hold Supplier, its affiliates, shareholders, directors, officers and employees harmless from any and all third party claims, losses, actions, suits, proceedings or judgements, including costs and reasonable attorney's fees, incurred by or assessed against such parties resulting, in whole or in part from: (a) any claim or allegations that any Client Property as used within the scope of the Contract infringes or misappropriates any IPR; and (b) use of

Monitizer Platform by Client in violation of law or the Contract, and will pay all final judgements awarded on such claims.

**客户赔偿。**客户应为供应商及其附属公司、股东、董事、高级职员和员工抗辩、做出赔偿并使其免受完全或部分由以下原因导致的、使该方遭受或评定由该方承担的任何和所有第三方索赔、损失、诉讼、起诉、法律程序或判决，包括费用和合理律师费：**(a)** 在本合同范围内使用的任何客户财产侵犯或侵占任何 IPR 而受到索赔或指控；以及 **(b)** 客户不按法律或本合同规定使用 MONITIZER 平台，在此情况下，客户应根据法院就该索赔做出的最终裁决支付全部赔偿费用。

- 7.4 **Indemnification Procedure.** The indemnified party will (a) give prompt notice of the claim to the indemnifying party; (b) grant sole control of the defence or settlement of the claim or action to the indemnifying party, provided that the indemnifying party appoints competent counsel and has the means to pay for them; and (c) provide reasonable cooperation to the indemnifying party and reasonable assistance in the defense or settlement of the claim, at the indemnifying party's request and expense. The indemnified party may, at its option, participate in such defense and/or settlement with its own counsel at its own expense.

**赔偿程序。**受偿方：**(a)** 及时向赔偿方发出索赔通知；**(b)** 向赔偿方授予专属的控制权，使其主导索赔或诉讼的抗辩或解决事宜，但赔偿方应指定合格的辩护律师，并有能力支付律师费；**(c)** 在诉讼的抗辩或解决过程中，根据赔偿方的要求向赔偿方给予合理的配合和合理协助，费用由赔偿方承担。受偿方可选择通过其自有律师，自费参与该抗辩和/或解决事宜。

## 8. WARRANTY AND DISCLAIMER / 担保与免责声明

- 8.1 **Warranties of each party.** Each party warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.

**各方担保。**各方保证其拥有，并将保有履行其本合同项下义务所需的所有必要许可、同意和准许。

- 8.2 **Client Warranties.** Client warrants that it owns or has obtained all necessary rights in the Client Property and any other materials provided by the Client so that the use of such Client Property or materials by Client or by Supplier, as authorized in the Contract, does not violate any IPR or any other rights of a third party. Client further warrants none of Client's personnel will be persons listed by the U.S. government or any agency thereof as persons with whom U.S. or EU citizens or residents are prohibited from doing business. Client warrants that (a) it will refrain from any conduct that tends to damage the reputation of Supplier or Monitizer Platform; and (b) will make no false or misleading representations or statements concerning Supplier or Monitizer Platform. Client will be solely responsible for any representation, warranties or guarantees made or published concerning Monitizer Platform by Client to extent that such representations, warranties or guarantees are inconsistent with any warranties in the Contract.

**客户担保。**客户保证其拥有客户财产以及客户所提供的其他任何材料中的所有必要权利，以使客户或供应商在本合同准许情况下使用该客户财产或材料不会侵犯第三方的任何 IPR 或其他任何权利。客户进一步保证，客户无任何人员被美国政府或其任何机构列为禁止与美国或欧盟公民或居民有业务往来的人员。客户保证：**(a)** 约束其易于损害供应商或 MONITIZER 平台声誉的任何行为；**(b)** 不会对供应商或 MONITIZER 平台做出虚假性或误导性陈述或声明。客户将对其做出或发表的任何与其在本合同项下担保不一致的声明、担保或保证承担全部责任。

### 8.3 Supplier Warranties / 供应商担保

- 8.3.1 Supplier warrants that: (a) the Monitizer Platform and Hardware will operate as described in the Specification Sheets (as amended from time to time) in all material respects; and (b) it shall perform its obligations under this Contract with reasonable skill and care and using competent and appropriately qualified personnel.

供应商保证：(a) MONITIZER 平台和硬件在所有重要方面按照规格表（不时修正）的说明运行；(b) 供应商使用合格以及具有适当资格的人员，以合理的技能和注意履行其在本合同项下的义务。

8.3.2 In the event of any breach of the warranty set out at Section 8.3.1 that is notified to Supplier in writing within 30 days of such breach, Supplier shall use reasonable commercial endeavours to promptly remedy the breach or, if it is unable to do so, Supplier may terminate the Contract and make a refund of a reasonable pro rata portion of the Fees reflecting the non-performance. Such termination and refund shall be Supplier's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty.

倘若违反第 8.3.1 节中的担保，但在违反担保的 30 天内书面通知供应商，供应商应利用合理的商业努力进行及时补救。如果无法补救，供应商可终止合同，并按合理比例退还未履行合同的费用部分。终止合同和退款是供应商就违反该担保的唯一和专属责任，也是客户就此获得的唯一和专属补救。

8.4 **Exclusion of Certain Warranties.** The Hardware, Monitizer Platform and Professional Services are provided "as is", "where is" and "as available". Monitizer Platform, the Hardware and the documentation being provided are not warranted by Supplier to be error-free or free from interruption, or vulnerabilities or viruses.

**排除特定担保。**硬件、MONITIZER 平台和专业服务按“原状”、“原供货地”和“原可用性”提供。供应商不保证所提供的 MONITIZER 平台、硬件和文档不出现错误、不会中断或不含漏洞或病毒。

8.5 **Public Networks.** Client acknowledges and agrees that Supplier does not control the transfer of data over the internet or a public telecommunications network, and accordingly Supplier's obligations set forth in the Contract shall not apply to Client Content while in transit over such networks.

**公共网络。**客户承认并同意，供应商无法控制数据在互联网或公共电信网络上的传输，因此供应商在本合同中的义务不适用于通过该网络传输的客户内容。

## 9. CONFIDENTIALITY/ 机密性

9.1 **Meaning of "Confidential Information".** In this Agreement, "**Confidential Information**" means (i) any business or technical information of Client or Supplier, including any budget quotation, any information relating to either party's products, services, marketing plans, business opportunities, trade secrets or personnel, (ii) any information of Client or Supplier that is specifically designated by the disclosing party as confidential or proprietary, and (iii) any information that is known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure being treated as confidential or proprietary by the disclosing party.

**“机密信息”的含义。**在本协议中，“机密信息”指 (i) 客户或供应商的任何商业或技术信息，包括任何预算报价，与任意一方产品、服务、营销计划、商业机会、商业秘密或人员相关的任何信息，(ii) 披露方明确指定为机密或专有的任何客户或供应商信息，以及 (iii) 据接收方已知的，或考虑到具体披露事实和情况，一个理性的人应当知晓的任何被披露方视为机密或专有的信息。

9.2 **Exclusions.** Confidential Information excludes information that (i) is in or enters the public domain without breach of the Contract, (ii) the receiving party was demonstrably in possession of prior to first receiving it from the disclosing party, (iii) the receiving party can demonstrate was developed independently and without use of or reference to the disclosing party's Confidential Information, (iv) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, or (v) is aggregated and cannot be identified as the Confidential Information of the disclosing party.

**例外情况。** 机密信息不包括 (i) 处于或进入公共领域而不违反本合同的信息, (ii) 在首次从披露方获取之前, 明显由接收方持有的信息, (iii) 接收方可证明在没有使用或参考披露方机密信息的情况下独立开发的信息, (iv) 接收方从不受披露限制的第三方处获得且不违反保密义务的信息, 或 (v) 无法标识为披露方机密信息的汇总信息。

- 9.3 **Strict Confidence.** Each party shall maintain the Confidential Information of the other party in strict confidence during the Term and for a period of three (3) years thereafter and shall at all times exercise no less than reasonable care with respect to the handling and protection of such Confidential Information. Each party agrees that it shall promptly notify the other party upon discovery of any unauthorized disclosure or use of Confidential Information disclosed by the other party and will reasonably cooperate the other party to regain possession of and terminate any unauthorized use of the Confidential Information that was subject to the breach.

**严格保密。** 各方应在本合同期限内及此后三 (3) 年内, 严格保密对方的机密信息, 并始终以不低于合理注意的谨慎程度处理和保护机密信息。各方同意, 一旦发现未经授权而披露和使用对方所披露的机密信息, 应立即通知对方, 并合理配合对方重新占有泄密的机密信息, 同时终止任何未经授权的使用。

- 9.4 **Restriction.** Each party shall use the Confidential Information of the other party only during the Term of the Contract and as expressly permitted herein.

**限制。** 各方只能在本合同期限内, 根据本合同的明确许可使用对方的机密信息。

- 9.5 **Limited Access.** Each party shall limit the use and access of Confidential Information solely to such party's employees, contractors, and agents (including independent auditors and required government agencies) who have a need to know such information for purpose of conducting the receiving party's business and who are obligated to maintain the confidentiality of and refrain from using such Confidential Information under terms at least as protective as those set forth herein and only after the receiving party has notified such employees and agents that such information is the Confidential Information of the disclosing party.

**有限访问。** 各方应限制机密信息的使用和访问, 使其仅限于需要知晓机密信息以开展接收方业务的员工、承包商和代理 (包括独立审计师和所需的政府机构), 以及有义务按照至少与本合同等同的保护条款, 对该机密信息保密并限制其使用的员工、承包商和代理, 且只能在接收方告知该信息为披露方的机密信息之后使用和访问。

- 9.6 **Required Disclosures and Permitted Uses.** Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party pursuant to the valid order or requirement of a court, provided that (unless prohibited by applicable law) the receiving party first gives reasonable written notice to the disclosing party in order to timely contest such order or requirement. Any such disclosure by the receiving party of the Confidential Information of the disclosing party, shall, in no way, be deemed to change, affect or diminish the confidential and proprietary status of such Confidential Information.

**必要披露和许可使用。** 尽管有上述规定, 接收方仍可根据法院的有效指令或要求对披露方的机密信息进行披露, 但前提是 (除非适用法律禁止) 接收方应先向披露方提供合理的书面通知, 以便对该等指令或要求进行及时抗辩。接收方对披露方机密信息的这种披露绝不能视为改变、影响或消除该等机密信息的机密和专有状态。

## 10. LIMITATION OF LIABILITY, ETC/ 责任范围等

- 10.1 **Excluded Liability.** In no event shall either party be liable for any: (a) lost profits, opportunities or revenue, (b) loss of business, (c) depletion of goodwill, and/or (d) similar losses, in any cases whether direct or indirect or (e) loss or corruption of data or information, (f) pure economic loss, or (g) for any

consequential, incidental, indirect, exemplary, or special damages of any kind or nature whatsoever, suffered by the other party or any third party. Supplier shall not be liable for any damages arising out of or related to (i) the accuracy or completeness of any information provided in Monitizer Platform; or (ii) cost of procurement of substitute; or (iii) any losses, liabilities or claim incurred or arising in connection with the provision by Client of incorrect or misleading information, the acts or omissions of Client, any customer, or contractor, whether suffered by Client or any third party.

**除外责任。**无论在任何情况下，任何一方均不承担以下责任：(a) 利润、机会和收入损失，(b) 经营亏损，(c) 商誉受损，以及/或 (d) 类似损失，包括直接或间接损失，或 (e) 数据或信息灭失或损坏，(f) 纯经济损失，(g) 对方或任何第三方蒙受的任何类型或性质的后果性、附带、间接、惩罚性或特殊损失。供应商不对以下原因导致或与之相关的任何损失承担责任：(i) MONITIZER 平台所提供信息的准确性或完整性；或 (ii) 采购替代品的成本；或 (iii) 客户提供错误或误导性的信息、客户、任何顾客或承包商的作为或不作为招致或因此产生的任何损失、责任或索赔，无论是客户蒙受还是第三方蒙受。

- 10.2 **Unlimited Liability.** Notwithstanding any other term of this Contract, neither party limits its liability for (a) gross negligence or wilful misconduct, (b) death or personal injury caused by its negligence; (c) fraud or fraudulent misrepresentation; (c) in respect of any express indemnification obligation under this Contract; (d) breach of Section 12.17; (e) (in the case of liability of the Client), Client's breach of Section 4; and (f) any other liability that cannot be limited under applicable law.

**无限责任。**尽管本合同有其他任何条款的规定，但任何一方均不限制其以下责任：(a) 重大过失或故意行为不当；(b) 过失致人死亡或受伤；(c) 欺诈或欺诈性虚假陈述；(c) 本合同明确规定的任何赔偿义务 (d) 违反第 12.17 节规定；(e) (如果是客户的责任)，客户违反第 4 节规定；以及 (f) 适用法律规定不得限制的其他任何责任。

- 10.3 **Liability Cap.** The total aggregate liability of Supplier to the Client for any and all matters relating to or losses arising in connection with this Contract shall be limited to an amount equal to one hundred per cent (100%) of the Fees paid and payable under the Contract during the twelve months period immediately preceding the date of the event giving rise to the claim. For the avoidance of doubt, the cap on liability in this Section 10.3 is a total aggregate cap and not per incident or annual cap.

**责任上限。**对于涉及本合同的任何和所有事项，以及因本合同产生的任何损失，供应商对客户的全部总责任限于在索赔事件发生之日前的十二个月内，按照本合同支付以及应付的百分之百 (100%) 费用。为避免产生疑问，第 10.3 节 中的责任上限为全部总上限，而非每个事件的上限或年度上限。

- 10.4 **Loss of Data.** Without prejudice to the generality of Section 10.1(e), Supplier hereby disclaims, and will not be liable for, any loss of, unauthorized access to or use of, or disclosure of Client Property that is not due to a breach of any provisions of the Contract by Supplier. In such cases, any liability of Supplier shall be limited to compensatory damages in the amount necessary for restoration of the data using electronic backup media. The obligation of Client to back-up data on a regular basis according to the state of the art remains unaffected.

**数据丢失。**在不妨害第 10.1(e) 节之一般性的情况下，供应商特此声明，对于非因供应商违反本合同任何条款而造成的任何客户财产损失、未经授权的访问或使用或披露，供应商概不负责。在此情况下，供应商的任何责任限于利用电子备份媒介恢复数据所需的补偿性赔偿。客户按照最新技术水平定期备份数据的义务不受影响。

- 10.5 **Limitation Period.** Unless provided otherwise in the Contract, any and all claims of Client against Supplier shall be subject to a limitation period of one year from the date of accrual of the cause of action and the date on which Client discovered or, absent recklessness of the part of Client, would have discovered the circumstances giving rise to the claim, [except for claims defined in Section 10.2.

**限制期。**除非本合同另有规定，客户对供应商的任何和所有权利要求存在一个限制期，即自诉讼事由产生之日以及客户发现引发索赔的情况，或客户在不鲁莽行事的情况下应当发现索赔情况之日起一年 [第 10.2 节]定义的索赔除外。]

## **11. TERMINATION/ 终止**

### **11.1 The Contract may be terminated by either party by providing written notice to the other party:**

在以下情况，任何一方均可书面通知对方终止合同：

- 11.1.1** upon the material breach by such other party of any of its obligations hereunder, where such breach has not been cured within thirty (30) days after the breaching party has received written notice thereof from non-breaching party;

对方实质性违反其在本合同项下的任何义务，且该等违约未在违约方收到守约方书面通知的三十 (30) 天内予以纠正；

- 11.1.2** If such other party (i) becomes unable to pay its debts as they fall due or otherwise insolvent, (ii) passes a resolution or becomes liable to an order for winding up or dissolution, (iii) compounds with its creditors, (iv) has a manager, administrator or encumbrancer appointed over all or any part of its assets or undertakes, (v) take or suffers any similar or analogous action on account of debt in any jurisdiction or (vi) ceases or threatens to cease to carry on business ;

对方 (i) 无力支付其到期债务或资不抵债，(ii) 通过一项清盘或解散的决议，或需要履行清盘或解散命令，(iii) 与其债权人达成协议 (iv) 为其全部或任何部分资产或承诺指定托管人、管理人或负担享有人，(v) 在任何司法管辖区就债务问题提起或遭受任何类似或相似诉讼，或 (vi) 停止或威胁停止开展业务；

- 11.1.3** if a Force Majeure Event prevents Supplier from performance of its obligations hereunder for a period of one (1) month.

不可抗力事件导致供应商无法履行其在本合同项下的义务达一 (1) 个月。

- 11.2** The Contract may be terminated immediately by Supplier upon written notice and without affecting its other rights if (a) Fees are past due under the Contract for more than sixty (60) days or (b) if Client is at any time in breach of any its obligations at Section 4.

如果 (a) 本合同项下的费用逾期超过六十 (60) 天或 (b) 客户在任何时间违反其在第 4 节中的义务，则供应商在做出书面通知且不影响其他权利的情况下，可立即终止合同。

- 11.3** Effect of Termination. Upon any termination or expiration of the Contract: (i) Client will immediately cease the use of Monitizer Platform and Supplier shall immediately cease providing any services; and (ii) Client shall immediately (and no later than thirty (30) days after termination) pay to Supplier all undisputed outstanding unpaid invoices, and, in respect of any products or Services supplied but for which no invoice has been submitted, Supplier may submit an invoice, payable within ten (10) days.

终止效力。本合同终止或到期后：(i) 客户应立即停止使用 MONITIZER 平台，供应商将立即停止提供任何服务；(ii) 客户应立即（且不迟于合同终止后三十 (30) 天）向供应商支付所有未产生争议的未付待结发票金额，而对于尚未提交发票的任何产品或服务，供应商可提交发票，该发票应在十 (10) 天内付款。

## 12. GENERAL TERMS/ 通用条款

12.1 **Force Majeure.** In the event of Force Majeure, the party affected will promptly notify the other party in writing and, to the extent that the Force Majeure causes or contributes to that party's failure or delay in performing any obligation, it will be excused performance provided that it uses reasonable commercial efforts to mitigate or work round the effect of the Force Majeure. This clause will not operate to excuse performance by the Client of a payment obligation. For the purposes of Section 12.1 "Force Majeure" includes events, circumstances or causes beyond a party's reasonable control (whether occurring to a party or any of its subcontractors) including strikes, lock-outs or other industrial disputes, failure of a utility service, telecommunications network, the internet or transport, act of God, terrorism, war, riot, civil commotion, cyber-attack or other malicious damage or interference, accident, breakdown of plant or machinery, fire, flood or storm, epidemic or pandemic.

**不可抗力。**如遇不可抗力，受影响方应立即书面通知对方，如果不可抗力导致或促使该方未能或延迟履行任何义务，可免于履行该义务，但前提是该方应以合理的商业努力减轻或规避不可抗力的影响。本条不得解释为免除客户的付款义务。就第 12.1 条而言，“不可抗力”包括超出一方合理控制范围的事件、情况或原因（无论是否发生在一方或其任何分包商身上），包括罢工、停工或其他劳资纠纷、公用事业服务、电信网络、互联网或运输系统故障、天灾、恐怖主义、战争、暴乱、内乱、网络攻击或其他恶意破坏或干扰、事故、工厂或机器故障、火灾、洪水或暴风雨、流行病或大流行。

12.2 **Relief Events.** On the occurrence of a Relief Event, Supplier will notify the Client in writing and will continue to use reasonable commercial efforts to continue to perform but will, notwithstanding any other term of this Contract, be excused from performance of the obligation concerned to the extent that the Relief Event causes or contributes to the failure or delay in performance. For the purposes of Section 12.2, "Relief Event" means (i) any failure by the Client to perform its obligations or any other failure or delay which the Client knew, or reasonably should have known, would have that result; (ii) a Force Majeure event; or (iii) Supplier acting in accordance with an express instruction (including the imposition of a constraint) by the Client.

**救济事件。**发生救济事件时，供应商应书面通知客户，并继续以合理的商业努力履约。尽管本合同有其他任何条款的规定，如果救济事件导致或促使供应商未能或延迟履约，供应商可免于履行相关义务。就第 12.2 节而言，“救济事件”指：(i) 客户未能履行其义务，或者客户知道或在合理情况下应当知道会导致这种结果的其他任何未履约或延迟履约；(ii) 不可抗力事件；或 (iii) 供应商根据客户的明确指示（包括施加限制）行事。

12.3 **Waiver.** A waiver of any right under this Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

**弃权。**放弃本合同项下的权利仅在以书面形式做出时方有效，且仅适用于弃权针对的一方以及弃权的具体情况。

12.4 **Rights and remedies are cumulative.** Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to any rights or remedies provided by law.

**权利和救济具有累加性。**除非本合同明确规定，根据本合同提供的权利与救济叠加在依法提供的任何权利或救济之上。

12.5 **Severance.** If any provision (or part of a provision) of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**分割。**如果本合同任意条款（或某个条款部分）被主管辖区法院或行政机构判为无效、不可执行或非法，其他条款仍保持有效。如果任何无效、不可执行或非法条款在删除其中某个部分后变得有效、可执行或合法，则该条款将在进行必要的修改反映双方商业意图后适用。

- 12.6 Entire agreement.** This Contract constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to its subject matter. Each Party acknowledges and agrees that (a) in entering into this Contract, it does not rely on any assurance, statement or representation (whether made innocently or negligently) of any person (whether or not a Party) that is not expressly set out in this Contract and that it shall have no remedy in respect of the same; (b) there are no conditions, warranties or other terms except as expressly set out in this Contract; and (c) all terms implied by statute, common law, collaterally, course of dealing or otherwise (including as to performance, quality, suitability for any particular purpose, freedom from encumbrances, quiet possession or otherwise whatsoever) are hereby expressly negated and excluded.

**完整协议。** 本合同构成双方之间的整个协议，取代双方之前就标的物做出的任何安排、谅解或协议。各方承认并同意：**(a)** 在订立本合同时未依赖任何人（无论是否为当事方）做出的不在本合同明确规定范围内的任何保证、声明或陈述，且不会对此采取任何补救措施；**(b)** 在本合同明确规定之外不存在其他条件、担保或其他条款；**(c)** 特此明确否定和排除法令、普通法、附带条款、交易过程或其他情况暗含的所有条款（包括关于性能、质量、特定用途适用性、无产权负担、不受干扰的享有权或其他任何方面）。

- 12.7 Assignment, etc.** The Client will not, without the prior written consent of Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract. Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

**转让等。** 事先未经供应商书面同意，客户不得让渡、转让、委托、分包或以其他任何方式处理其在本合同项下的所有或任何权利或义务。供应商可让渡、转让、委托、分包或以其他任何方式处理其在本合同项下的所有或任何权利或义务。

- 12.8 Costs.** Except as expressly provided in this Contract, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Contract (and any documents referred to in it).

**费用。** 除非本合同明确规定，各方应自行支付其在本合同（以及合同提及的任何文件）洽谈、准备、签署和履行中产生的费用。

- 12.9 Relationship.** Nothing in this Contract is intended to, or will be deemed to, establish any partnership, fiduciary relationship or duty, or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

**关系。** 本合同内容并非旨在或可视为在双方之间建立任何合伙、信托关系或义务或合资关系，任何一方不构成对方的代理，且未授权任何一方为了对方或代表对方做出或达成任何承诺。

- 12.10 Variation.** Except as otherwise provided in this Contract, no variation of this Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives). Supplier may revise this Contract at any time by posting the change on the Supplier's Website. Client is responsible for checking the website regularly. By continuing to access or use the Monitizer Platform or receive any Professional Services after revisions become effective, Client agrees to be bound by the revised Contract. If Client does not agree to the revised Contract terms, the parties shall negotiate the revised Contract terms in good faith.

**变更。** 除非本合同另有规定，本合同的变更只有以书面形式做出并经双方（或授权代表）签署后方有效。供应商可能会随时修改本合同，并将变更发布在供应商网站上。客户有责任定期查

看此网站。在合同修改生效后继续访问或使用 MONITIZER 平台或接受任何专业服务，即代表客户同意受修改之后的合同约束。如果客户不同意修改的合同条款，双方应对此进行真诚磋商。

**12.11 Third party rights.** This Contract does not confer any rights on any person or party (other than the parties to this Contract and (where applicable) their successors and permitted assigns).

**第三方权利。**本合同未向本合同签约方以及（如适用）其继承人和许可受让人之外的任何人或任何一方授予任何权利。

**12.12 Survival.** Termination of the Contract shall not impair either party's then accrued rights, obligations, liabilities or remedies or affect any term of this Contract that is expressly stated to survive or impliedly survives termination.

**存续期。**本合同的终止不影响任何一方当时产生的权利、义务、责任或救济，亦不影响本合同中明确规定在合同终止后继续有效或暗示有效的任何条款。

**12.13 Notices.** Any notice under this Contract will be in writing and will be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Contract, or such other address as may have been notified by that party for such purposes. A notice delivered by hand will be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received at the time at which it would have been delivered in the normal course of post.

**通知。**本合同项下任何通知应以书面形式做出，并按照本合同中所述的地址或收件方可能告知的其他通知地址，亲自或通过预付一级邮件或挂号信发送至收件方。亲自送达的通知在送达时视为已收到（如果不是在营业时间送达，则以送达后第一个营业日上午 9 点为收到时间）。对于通过预付一级邮件或挂号信发送的地址正确的通知，则在正常邮递的送达时间视为已收到。

**12.14 Publicity, etc.** The Client consents to Supplier including the Client's name, trademark and/or logo on Suppliers' website and other promotional materials for marketing purposes. Except as set out in the preceding sentence, neither party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law.

**公开等。**客户同意供应商将客户名称、商标和/或徽标列入供应商网站和其他促销材料中用作营销用途。除了上述条款的规定之外，事先未经对方书面同意（不得无故拒绝或拖延），任何一方不得就本合同发布或允许任何人发布任何公开通告，法律规定除外。

**12.15 Compliance with laws.** Client will at all time comply with all laws and regulations from time to time applicable to its use of the Monitizer Platform and the Hardware and its activities relating to this Contract.

**遵守法律。**客户应始终遵守不时适用于其使用 MONITIZER 平台和软件以及本合同相关活动的法律法规。

#### **12.16 Data Protection**

**12.16.1** Supplier may require the names and business email addresses of Client's authorised users of the Monitizer Platform in order to provide logon credentials, and may, in the course of providing the Services, come into contact with additional business email addresses, password or other similar personal data of Client's personnel, customers or suppliers (collectively, "**Client Personal Data**"). Supplier is the processor and Client is the controller with respect to the Client Personal Data under applicable data protection laws, including the EU General Data Protection Regulation ("**EU-GDPR**").

供应商可能需要客户授权 MONITIZER 平台用户的姓名和商务电邮地址以便提供登录凭据，在提供服务的过程中，供应商可能会接触到客户人员、顾客或供货商的其他商务

电邮地址、密码或其他类似个人数据（统称为“**客户个人数据**”）。根据《欧盟通用数据保护条例》（“**EU-GDPR**”）等适用数据保护法律，供应商是客户个人数据的处理者，而客户是数据的控制者。

**12.16.2** Client represents that it has all and will maintain all necessary rights and consents to provide Client Personal Data to Supplier for use in accordance with the terms of this Contract. Client agrees that it has collected and shall maintain and handle all personal data (as defined in the EU-GDPR, or any analogous definition under applicable privacy laws) contained in Client Property in compliance with all applicable data privacy and protection laws, rules and regulations. Except as otherwise provided in this Contract, Client shall not make available or accessible to Supplier any personal data or upload such personal data to the Monitizer Platform.

客户表示其拥有并将保有所有必要的权利，并同意按照本合同条款规定将客户个人数据提供给供应商使用。客户同意其已收集客户财产中所含的所有个人数据（定义见 EU-GDPR 或采用适用隐私法律下的任何类似定义），并将按照所有适用的数据隐私和保护法律、条例和法规保有和处理数据。除本合同另有规定外，客户不得向供应商提供或使其接触到任何个人数据，亦不得将该等个人数据上传到 **MONITIZER** 平台。

**12.16.3** Supplier agrees that it will: (a) only use the Client Personal Data in accordance with Client’s instructions and in compliance with the Contract; (b) implement appropriate technical and organizational security measures to safeguard Client Personal Data, including to ensure that persons with access to personal data are bound by confidentiality obligations; (c) provide assistance as reasonably requested by Client with respect to Client’s obligations under applicable data protection laws (e.g. responding to requests by individuals, providing notice of breaches, consulting with regulators); (d) make available information as reasonable requested by Client to demonstrate Supplier’s compliance with its obligations under this Section; and (e) return or destroy (at Client’s direction) such Client Personal Data upon request of Client or termination of the Contract.

供应商同意：(a) 仅根据客户指示和本合同使用客户个人数据；(b) 采用恰当的技术和组织安全措施保护客户个人数据，包括确保有权访问个人数据之人受保密义务约束的措施；(c) 根据客户的合理要求，就客户在适用数据保护法律下的义务提供相应协助（例如响应个人请求、提供违约通知、咨询监管机构）；(d) 根据客户的合理要求提供信息，证明供应商遵守其在本节中的义务；(e) 根据客户要求或在本合同终止时，归还或销毁（根据客户指示）该等客户个人数据。

**12.16.4** Client specifically authorizes the engagement of Supplier’s affiliates and the SaaS hosting provider as sub-processors and generally authorizes the engagement of other third parties as subprocessors as identified by Supplier which may be changed by Supplier from time to time. Supplier shall contractually require any such sub-processors to comply with data protection obligations that are at least as restrictive as those Supplier is required to comply with hereunder.

客户特别准许聘用供应商的关联公司和 SaaS 托管服务提供者作为次级处理者，并普遍准许聘用其他第三方作为供应商确定的次级处理者，但供应商可能会不时变更次级处理者。供应商应以合同方式，要求该次级处理者遵守至少与供应商在本合同中的要求等同的限制性数据保护义务。

**12.17 Export.** Each party shall comply with all export control and economic sanctions laws (collectively, “**Trade Control Laws**”) applicable to its performance under the Contract, including the use and transfer of any data software, hardware, technology, other items or services subject to the Contract. Supplier may decline in its sole discretion to engage in any activity under the Contract with any connection to a country subject to comprehensive economic sanctions (including the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan or Syria), or that Supplier otherwise determines could constitute a violation of applicable Trade Control Laws, without creating any liability on its part under the Contract.

**出口。**各方应遵守适用于其履行本合同的所有出口管控和经济制裁法律（统称为“**贸易管控法律**”），包括使用和转让受本合同约束的任何数据软件、硬件、技术、其他项目或服务。供应商根据其自由裁量权，可能会拒绝参与本合同项下与某个遭受全面经济制裁的国家（包括乌克兰克里米亚地区、古巴、伊朗、朝鲜、苏丹或叙利亚）相关的活动，或供应商另行确定的可能构成违反适用贸易管控法律的活动，但不会在本合同中给自己带来任何责任。

**12.18 Language.** In the event the Contract or any part of it is in a language other than in English, in the case of any conflict or ambiguity the English language version shall prevail

**语言。**如果本合同与其任何部分采用英语之外的语言编写，在出现任何冲突或语义模糊的情况下，应以英语版为准。

**12.19 Governing law, jurisdiction and disputes.** This Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of the country of incorporation of the Supplier. The parties irrevocably agree that the courts of that country have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Contract will prevent either party from applying to the courts of any other country for injunctive or other interim relief or for enforcement purposes of any judgment.

**适用法律、司法管辖权和争议。**本合同以及因本合同、标的物或合同成立而生或与之相关的任何争议或索赔（包括非合同争议或索赔），受供应商注册地法律管辖并据其解释。双方不可撤销地同意，供应商注册地的法院对解决因本合同、标的物或合同成立而生或与之相关的任何争议或索赔（包括非合同争议或索赔）具有专属管辖权。本合同内容不妨碍任何一方向其他任何国家的法院申请禁令救济或其他临时救济，或申请执行任何判决。