By and Between

之间

CONVIVA INC.

康维亚公司

And

和

BEIJING CONVIVA TECHNOLOGY COMPANY LIMITED

北京康维瓦科技有限公司

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THIS MASTER SERVICE AGREEMENT (the “Agreement”）is entered into on April 1, 2018 (“Effective Date") by

本主服务协议（“协议”）于2018年4月1日（“生效日期”）由

and between

之间

Conviva Inc., a company incorporated under the laws of Delaware in the Unitied States of America and having its registered office at 989 East Hillsdale Blvd., Suite 400, Foster City, California 94404 (hereinafter referred to as the "Conviva", which expression, unless repugnant to the context shall mean and include its successors and permitted assigns) of the First Part;

Conviva Inc.，一家根据特拉华州法律在美国注册成立的公司，注册办公地址：989 East Hillsdale Blvd.，Suite 400，Foster City，California 94404（以下简称“Conviva”，除非与上下文不符，否则该表达应指并包括其继承人和许可助理。第一部分的GNS；

AND

和

Beijing Conviva Technology Company Limited (hereinafter referred to as “Service Provider”，which expression, unless repugnant to the context hereof, shall mean and include its successors and assigns) of the Other Part.

北京康维瓦科技有限公司（以下简称“服务提供方”，除与本协议上下文相抵触外，该表达应指并包括其继承人和受让人）的另一方。

Conviva Inc. and Service Provider are collectively referred to as "Parties" and individually as "Party". WHEREAS:

Conviva Inc.和服务提供商合称为“双方”，单独称为“一方”。鉴于：

1. Conviva is engaged inter alia in the business of providing data acquisition and analytics services to the streaming media industry,

Conviva除其他外还从事为流媒体行业提供数据采集和分析服务的业务，

1. The Service Provider is engaged inter alia in the business of providing engineering development services to Conviva and supporting the delivery of Conviva's analytics services to Chinese customers.

除其他外，该服务提供商还从事为Conviva提供工程开发服务，并支持向中国客户提供Conviva的分析服务。

1. Conviva, relying upon the representations and warranties of the Service Provider, is desirous to procure the Services from the Service Provider for good and valuable consideration more specifically described in the schedules attached hereto and Statement of Work(s) that may be entered into by the Parties from time to time.

Conviva希望依靠服务提供商的陈述和保证，从服务提供商处获得服务，以获得良好和有价值的对价，更具体地在本协议附件和双方不时签订的工作说明书中描述。

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HAVE AGREED AS FOLLOWS:

因此，考虑到本协议所载的相互承诺以及本协议确认收到的其他良好和有价值的对价，双方达成如下协议：

1. DEFiNTIONS AND INTERPRETATION

定义和解释

* 1. In this Agreement (including the Recitals), the following terms, to the extent not inconsistent with

在本协议（包括序言）中，以下条款与

the context, shall have the meanings assigned to them herein below:

上下文的含义如下：

* + 1. "Affiliate" means any other Person, who controls, is Controlled by, or is under common Control with the first referred person.

“关联方”是指控制第一个被推荐人、受第一个被推荐人控制或与第一个被推荐人处于共同控制之下的任何其他人。

* + 1. "Agreement" shall mean this agreement, all schedules, appendices, annexures, and exhibits attached to it or incorporated into it by reference, as well as any amendments that might be incorporated by mutual agreement between the Parties.

“协议”是指本协议、所有附表、附录、附录和附件，或通过引用纳入本协议的附件，以及双方通过共同协议可能纳入的任何修订。

* + 1. "Confidential Information" means and includes technical, financial and commercial information and data relating to Party's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, business methods, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer data and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms which a Party would not have been exposed to but for this Agreement;

“保密信息”是指并包括有关一方各自业务、财务、规划、设施、产品、技术和流程的技术、财务和商业信息和数据，包括但不限于发现、想法、概念、专有技术、商业方法、技术、设计、规范，图纸、蓝图、图表、图表、模型、样品、流程图、数据、计算机程序、磁盘、磁盘、磁带、营销计划、客户数据以及其他技术、财务或商业信息和知识产权，无论是书面、口头或其他有形或无形形式，一方都不会接触到乙方。本协议的UT；

* + 1. "Control" (including, with its correlative meanings, the terms "Controlled by" or "under common Control with") means (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or

“控制”（包括与其相关的含义，“受控制”或“受共同控制”）是指（a）直接或间接拥有通过持有有表决权的证券、通过协议或其他方式指导或促使指导某人管理和政策的权力，或

the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to a person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty per cent) in a person.

选举半数以上董事、合伙人或其他对一个人行使类似权力的个人的权力；或（b）直接或间接拥有一个人超过50%（百分之五十）的投票权。

* + 1. “Convlva Intellectual Property” means all Intellectual Property rights in the information, data, software, tools and other deliverables developed, owned, controlled by or for Conviva.

“Convlva知识产权”是指Conviva开发、拥有、控制或为Conviva开发、拥有、控制的信息、数据、软件、工具和其他可交付成果的所有知识产权。

* + 1. ^Intellectual Property Rights" means the rights associated with or arising out of any of the following:

^“知识产权”是指与下列任何一项相关或由之产生的权利：

1. . domestic and foreign patents and patent applications, together with all

.国内外专利和专利申请，以及

re- issuances, divisional, continuations, continuations -in-part, revisions, renewals, extensions, and re-examinations thereof, and any identified invention disclosures;

重新发布、划分、延续、部分延续、修订、更新、延期和重新审查，以及任何已确定的发明披露；

1. trade secret rights and corresponding rights in confidential information and other non-public information (whether or not patentable), including ideas, formula, compositions, inventor's note, discoveries and improvements, know-how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and information;

商业秘密权和对保密信息和其他非公开信息（无论是否可申请专利）的相应权利，包括创意、配方、组成、发明人说明、发现和改进、专有技术、制造和生产工艺和技术、测试信息、研发信息、投资常规、发明披露、非专利蓝图、图纸、规范、设计、计划、提案和技术数据、商业和营销计划、市场调查、市场诀窍和客户名单和信息；

1. all copyrights, copyrightable works, rights in databases, data collections, mask works, copyright registrations and applications therefore and corresponding rights in works of authorship;

所有版权、可受版权保护的作品、数据库中的权利、数据收集、掩模作品、版权登记和应用，以及相应的创作作品权利；

1. afl trademarks, service marks, logos, trade dress and trade names and domain names indicating the source of goods or services, and other indicia of commercial source or origin {whether registered, common law, statutory or otherwise), ail registrations and applications to register the foregoing anywhere in the world and all goodwill associated therewith;

AFL商标、服务商标、标志、商业外观和商品名以及表明商品或服务来源的域名，以及其他商业来源或来源的标识（无论是注册的、普通法的、法定的还是其他的），在世界任何地方注册上述商品的所有注册和申请，以及与之相关的所有商誉。EOSE；

1. all computer software and code, including assemblers, applets, compilers, source codes, object code, development tools, design tools, user interfaces and data, in any form or format, however fixed;

所有计算机软件和代码，包括汇编程序、小程序、编译器、源代码、目标代码、开发工具、设计工具、用户界面和数据，无论其形式或格式如何固定；

1. all internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the fore going; and

所有互联网电子地址、统一资源定位器和与之相关的字母数字名称，以及所有前去登记；以及

(e) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the worid;

（e）与上述任何一项在世界任何地方的类似、相应或同等权利；

* + 1. “Personnel” of a Party means the employees, contractors, and agents of such Party.

一方的“人员”是指该方的雇员、承包商和代理人。

* + 1. ^Services" means and includes all the various forms of technology support services which are set forth in more detail hereafter, and includes, without limitation, services pertaining to software engineering, technical support, security management and customer support and ail associated and related know-how, methodologies, processes, techniques and designs adopted, developed and/or utilized whilst providing such services.

^“服务”是指并包括下文详述的所有形式的技术支持服务，包括但不限于与软件工程、技术支持、安全管理和客户支持有关的服务，以及所有相关和相关的专有技术、方法、过程、技术和提供此类服务时采用、开发和/或使用的设计。

* 1. In addition to the above terms, certain terms may be defined in the Recitals or elsewhere in this

除上述术语外，某些术语可在序言或本协议其他部分中定义。

Agreement and wherever, such terms are used in this Agreement, they shall have the meaning so

本协议中使用的任何术语，其含义如下：

assigned to them.

分配给他们。

* + 1. The terms referred to but not defined in this Agreement shall, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall have the same meaning as defined under any other relevant applicable statute/ legislation.

除非另有定义或与上下文或其含义不一致，否则本协议中提及但未定义的术语应具有任何其他相关适用法律/法规中定义的相同含义。

* + 1. Ail references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the Execution Date) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.

本协议中提及的所有法定条款应为当前有效的法定条款，并应解释为包括提及当前有效的任何法定修改、合并或重新制定（无论是在执行日期之前或之后）以及所有法定规则、条例和命令。根据法律规定。

* + 1. Words denoting singular shall include the plural and vice versa and words denoting any gender shall include all genders unless the context otherwise requires.

表示单数的词应包括复数，反之亦然；表示任何性别的词应包括所有性别，除非上下文另有要求。

* + 1. References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to Recitals, Clauses or Schedules to this Agreement,

除非上下文另有要求，否则对序言、条款或附表的引用是对本协议序言、条款或附表的引用，

* + 1. Any reference to “writing” includes printing, typing, lithography and other means of reproducing words in permanent visible form.

任何提及“书写”的内容，包括印刷、打字、平版印刷和以永久可见形式复制文字的其他方式。

* + 1. Reference to days, months and years are to English calendar days, calendar months and calendar years, respectively.

日、月和年分别指英语日历日、日历月和日历年。

* + 1. The headings of the Articles are for convenience only and shall not affect their interpretation;

本章程的标题仅为方便起见，不影响其解释；

* + 1. The words herein, hereof, hereunder, aforementioned and the like shall be construed as referring to this entire Agreement unless specified otherwise.

除非另有规定，否则本协议、本协议、本协议、上述及类似内容应解释为指本协议。

1. SCOPE OF WORK

工作范围

1. Service Provider agrees to provide Services to Conviva as specified in schedules herein and as may be specified under the statement of work(s) in the format attached at Schedule A (hereinafter, "Statement of Work") that may be executed between the Parties from time to time during the subsistence of this Agreement.

服务提供方同意向Conviva提供本协议附件中规定的服务，以及在本协议存续期间双方不时签署的工作说明书（以下简称“工作说明书”）中规定的服务。

1. Service Provider shall comply with the instructions; quality parameters and specifications provided by Conviva from time to time and follow the time schedule, if any, provided by Conviva relating to performance of the said Services.

服务提供方应遵守Conviva不时提供的说明、质量参数和规范，并遵守Conviva提供的与履行上述服务有关的时间表（如有）。

1. Service Provider acknowledges and agrees that this Agreement does not constitute an exclusive agreement between Conviva and Service Provider, nor does Conviva commit or guarantee any volume of availment of Services or rupee amount thereof and there is no obligation of Conviva to purchase Services from Service Providers and that Conviva shall be at liberty to purchase such services from any other third party service providers.

服务提供商承认并同意，本协议不构成Conviva和服务提供商之间的独家协议，也不承诺或保证任何数量的服务或其卢比金额，Conviva没有义务从服务提供商处购买服务，Conviva应有权从任何其他第三方服务提供商处购买此类服务。

1. REQUISITION FOR SERVICES

服务申请

Apart from the Services provided by Service Provider in terms of this Agreement, Conviva may initiate a request for the Services from time to time by executing one or more Statement of Works, specifying the Service desired and the locations, if any, where such Services are to be rendered. Notwithstanding any terms and conditions for the Statement of Work(s) mutually agreed to in writing by the parties, the terms and conditions for this Agreement shall also apply to and govern all Statement of Works accepted by Service Provider in terms of this Agreement.

除服务提供商根据本协议提供的服务外，Conviva可不时通过执行一份或多份工作说明书提出服务请求，说明所需服务以及提供服务的地点（如有）。尽管双方书面同意工作说明书的任何条款和条件，本协议的条款和条件也应适用于并适用于服务提供商根据本协议接受的所有工作说明书。

1. SERVICE FEES

服务费

1. In consideration of the Services to be provided by Service Provider, Conviva shall pay to Service Provider fees under each Statement of Work attached hereto, ('■Service Fees'>). Such Service Fees shall be at an arm's length calculated as per the applicable transfer pricing provisions under Chinese tax law.

考虑到由服务提供者提供的服务，康维娃应在其附随的工作说明书（“服务费”）下支付服务提供者的费用。该等服务费应按中国税法适用的转让定价规定公平计算。

1. Service Provider shall be solely responsible for and pay all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of Services under this Agreement and hereby indemnifies, defends and holds harmless Conviva, its directors, officers, employees, representatives and agents from any and all liabilities that may become due on account of any alleged non-payment of any or all of such taxes, levies, duties, assessments or deductions including among other things any penalties and interest thereon assessed by any state or local government authority against Conviva and all costs and expenses including attorney's fees included in defense of any such assessment. Notwithstanding anything in the foregoing to the contrary, in no event will Conviva be responsible for any taxes based on Service Provider's net income or gross receipts or such taxes bases on Service Provider doing business in any particular jurisdiction, however Conviva shall be entitled to withhold from payments any and all taxes and other amounts as may be required from time to time under applicable law.

服务提供方应全权负责并支付法律要求的与本协议项下服务提供相关的所有税收、征税、关税、评估和扣减，并据此向Conviva、其董事、高级职员、雇员、代表和代理人进行赔偿、辩护并使其免受任何和所有因任何未支付任何或全部此类税款、征税、关税、评估或扣减而造成的责任，除其他事项外，任何国家或地方政府当局对康维亚的任何罚金和利息以及所有费用和费用，包括辩护费中包括的律师费在内。任何此类评估。尽管有上述任何相反的规定，在任何情况下，conviva都不负责任何基于服务提供商净收入或总收入的税收，或基于服务提供商在任何特定管辖区开展业务的税收，但conviva有权从付款中扣除任何和所有税收和其他金额。适用法律可能不时要求的NTS。

1. SUB- CONTRACTING

分包

1. Service Provider shall itself perform its services, obligations and duties under this agreement. However, with Conviva's prior written approval Service Provider may sub-contract any part of the Services.

服务提供方应履行其在本协议项下的服务、义务和义务。但是，经Conviva事先书面批准，服务提供商可以分包服务的任何部分。

1. Conviva's approval to such sub-contractor shall not create any relationship between Conviva and sub-contractor nor shall it discharge Service Provider from its responsibilities for performance of the services in its entirety. Service Provider shall be absolutely responsible and liable for ail acts and omissions of such sub-contractor and shall always keep and hold Conviva harmless and indemnified in this regard.

conviva对该分包商的批准不得在conviva和分包商之间建立任何关系，也不得解除服务提供商履行全部服务的责任。服务提供方应对此类分包商的所有行为和疏忽负绝对责任，并应始终使conviva在这方面免受损害并得到赔偿。

1. TIMELY PERFORMANCE & MANNER OF PERFORMANCE

及时履行和履行方式

Service Provider agrees to achieve any milestones and perform the Services in a timely manner in accordance with any schedule set forth in the Statement of Work and/or taking into account the nature of the Services. Time is of the essence in respect of the obligations of the Service Provider to meet the milestones by the dates set forth in the Statement of Work and to otherwise meet any response times and other service levels specified by Conviva. To the extent set forth in the relevant Statement of Work and in addition to any other available remedies, Conviva shall receive any such service credits or liquidated damages as may determined by it in the event of any delays in achieving the milestones set forth therein or failures to meet the service levels and/or response times specified therein as may be mutually agreed upon between the Parties.

服务提供商同意按照工作说明书中规定的任何时间表和/或考虑到服务的性质，实现任何里程碑并及时履行服务。时间对于服务提供商在工作说明书中规定的日期前完成里程碑的义务至关重要，否则应满足CONVIVA规定的任何响应时间和其他服务水平。在相关工作说明书中规定的范围内，除任何其他可用补救措施外，如果在实现其中规定的里程碑方面出现任何延误或未能达到此处规定的服务水平和/或响应时间，Conviva应收到其可能确定的任何此类服务信用或违约赔偿金。由双方共同商定。

1. WORK MANAGEMENT AND EQUIPMENT

工作管理和设备

1. Service Provider shall ensure that Personnel working on Conviva’s or Conviva customers' or Affiliates' premises shall comply with all rules and regulations regarding the conduct of third party staff on such premises.

服务提供方应确保在Conviva或Conviva客户或关联公司经营场所工作的人员遵守与第三方员工在该经营场所的行为有关的所有规章制度。

1. Each party shall appoint a project manager to act as the single point of contact with respect to each Statement of Work. Service Provider shall only change its project manager for cause and shall be required to give Conviva 30 (Thirty) days prior written notice of such change and the reasons.

各方应指定一名项目经理作为各工作说明书的单一联系人。服务提供方只能因故变更其项目经理，并应提前30（三十）天以书面形式通知Conviva该变更及其原因。

1. To the extent that Conviva or its Affiliates provides materials and equipment (such as phones, pagers, computer equipment, tools, indentification tags, etc.) in connection with the Services (the "Equipment"), Service Provider hereby acknowledges and agrees that such Equipment is for the exclusive use of Service Provider personnel solely for purposes of providing the Services to Conviva in accordance with this Agreement and to be used by Sen/ice Provider and such personnel only for usage during the subsistence of this Agreement. Service Provider shall have no right to the same and shall be immediately returned to Conviva upon termination or expiration of this Agreement or at any time upon Conviva's first demand for such return. In the event of loss or damage to such Equipment, Service Provider shall be responsible to make good the loss to Conviva at its own costs.

如果Conviva或其附属公司提供与服务相关的材料和设备（如电话、寻呼机、计算机设备、工具、识别标签等）（“设备”），服务提供方在此承认并同意，此类设备仅供服务提供方人员使用，仅用于目的。根据本协议向Conviva提供服务，并由SEN/ICE供应商和此类人员仅在本协议存续期间使用。服务提供方无权享有该等权利，并应在本协议终止或到期时或在任何时候，或在Conviva首次要求返还时立即返还给Conviva。如果此类设备发生损失或损坏，服务提供方应负责自费向Conviva赔偿损失。

1. REPRESENTATIONS AND WARRANTIES

陈述和保证

Service Provider represents, warrants and covenants that:

服务提供商声明、保证和承诺：

1. It has been duly incorporated and organized under the laws of China.

它是根据中国法律正式成立和组织的。

1. It has full power and authority, corporate or otherwise, to enter into and perform its obligations under this Agreement and perform the Services and it has the necessary infrastructure including robust and periodically tested contingency and business resumption plan, resources and system to duly perform the Services under this Agreement.

它有充分的权力和授权，无论是公司还是其他方面，签署和履行其在本协议项下的义务，并履行服务，它有必要的基础设施，包括健全的、定期测试的应急和业务恢复计划、资源和系统，以按时履行本协议项下的服务。

1. It has all material permits, approvals, authorizations, licenses, registrations, and consents including registrations necessary for the legal conduct of its business operations as currently conducted. It shall comply with applicable union/federal, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of permits and certificates and payment of taxes where required.

它拥有所有重要的许可、批准、授权、许可、注册和同意，包括当前进行的合法经营所需的注册。在履行其在本协议项下的义务时，包括获得许可证和证书以及在需要时支付税款，其应遵守适用的联邦/联邦、州和地方法律、法令、法规和规范。

1. It shall not have the authority to sign any contracts or approve any business arrangements or conclude any contracts on behalf of the Conviva or any of its Affiliates.

其无权代表Conviva或其任何关联公司签署任何合同或批准任何业务安排或签订任何合同。

1. It will render its services and perform its obligations and duties under this Agreement accurately, in accordance with all instructions, procedures, guidelines, timeframe and the like issued by Conviva from time to time, in a workman like manner and to the satisfaction of Conviva.

其将按照conviva不时发布的所有指示、程序、指导方针、时间框架等，以工人般的方式，并以conviva满意的方式，准确地提供服务并履行其在本协议项下的义务和义务。

1. The Services including all components thereof, their specifications and any other materials including updates and revisions of the foregoing, provided pursuant to this Agreement do not and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right (including, but not limited to, misappropriation of trade secrets) of any third-party.

根据本协议提供的服务，包括其所有组件、规范和任何其他材料，包括上述内容的更新和修订，不侵犯任何专利、版权、商标、商业秘密或其他专有权（包括但不限于盗用商业机密）。ETS）任何第三方。

1. The Services provided hereunder shall be performed by the Service Provider in a professional manner.

本协议项下提供的服务应由服务提供商以专业的方式提供。

1. It will Keep and hold Conviva indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by or made or taken against Conviva directly or indirectly arising out of breach of this Agreement by Service Provider or of any improper or negligent performance, act or omission by Service Provider or any of its officers, employees or representatives.

对于因服务提供商违反本协议或因服务提供商的不当或疏忽履行、作为或不作为而直接或间接导致或遭受或造成或采取的所有成本、费用、索赔、责任和诉讼，其将对Conviva进行赔偿并使其免受损害。提供人或其任何官员、雇员或代表。

1. It will maintain all registers, books and records as may be specified by Conviva in the format and manner specified by Conviva from time to time.

它将按照conviva不时规定的格式和方式保存conviva可能规定的所有登记册、账簿和记录。

1. The execution, delivery and performance of this Agreement shall not:

本协议的签署、交付和履行不应：

1. constitute a breach or contravention of any other contract or arrangement to which it is a party;

构成违反或违反其作为一方的任何其他合同或安排；

1. constitute a violation of any law applicable to it or any of its properties or assets; or

构成违反适用于其或其任何财产或资产的任何法律；或

1. result in the creation or imposition of any lien, charge or encumbrance upon its properties or assets;

导致对其财产或资产产生或施加任何留置权、押记或产权负担；

1. there are no judicial or administrative actions, proceedings or investigations pending or threatened against it, which have or are likely to have a material adverse effect on its capacity to perform its obligations under this Agreement.

没有对其提起或威胁提起的司法或行政诉讼、诉讼或调查，对其履行本协议项下义务的能力产生或可能产生重大不利影响。

1. CONFIDENTIAL INFORMATION

机密信息

1. In relation to all Confidential Information disclosed by Conviva to the Service Provider pursuant to or in contemplation of this Agreement (whether disclosed before or after the Effective Date), the Service Provider hereby agrees that such Confidential Information shall be and shall remain the sole property of Conviva and, shall be strictly private and of confidential nature and shall be treated as confidential by Service Provider.

对于conviva根据本协议或本协议的预期向服务提供商披露的所有保密信息（无论是在生效日期之前或之后披露），服务提供商特此同意，该等保密信息应为并应保持conviva的唯一财产，且应严格保密。e.属于机密性质，服务提供商应将其视为机密。

1. Without limiting the generality of the foregoing, Service Provider hereby agrees and undertakes that it will not and will covenant all employees, servants, agents and contractors not to do anything which will cause Conviva or any of its Affiliates to violate the terms of any other agreement.

在不限制上述一般性的情况下，服务提供方在此同意并承诺，其不会并将保证所有员工、服务人员、代理人和承包商不会做出任何会导致Conviva或其任何关联公司违反任何其他协议条款的行为。

1. During the term of this Agreement or thereafter, Service Provider shall not in any way make use of any such Confidential Information to the disadvantage of Conviva or divulge any such Confidential Information to anyone other than Conviva or persons designated by Conviva unless or until such Confidential Information has been publicly released by Conviva or becomes generally known to the public from other sources.

在本协议有效期内或之后，服务提供方不得以任何方式利用任何此类保密信息对Conviva不利，或将任何此类保密信息泄露给除Conviva或Conviva指定人员以外的任何人，除非或直到该等保密信息已由公司公开发布。NVIVA或从其他渠道为公众所熟知。

1. Service Provider shall (i) limit access to any Confidential Information disclosed by Conviva and its other Affiliates' to its employees, agents, representatives and consultants who have a need-to-know in connection with the provision of the Services pursuant to this Agreement; (ii) advise such persons having access to such Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement; (iii) use such Confidential Information only for the purposes and in connection with the performance of its obligations and exercise of its rights set forth in this Agreement; (iv) treat such Confidential Information with at least the same degree of care with which it treats its own Confidential Information but in no event with less than a reasonable degree of care; (v) prevent disclosure of Confidential Information to unauthorized parties; and (v) maintain adequate security measures to safeguard the Information from unauthorized disclosure or use

服务提供方应（i）限制对Conviva及其其他关联方披露的与本协议项下服务提供相关的需要了解的雇员、代理、代表和顾问的任何保密信息的访问；（ii）建议这些人访问这些保密信息。其专有性质和本协议规定的义务；（iii）仅为履行本协议规定的义务和行使本协议规定的权利的目的和与之相关的目的使用该等机密信息；（iv）对该等机密信息至少给予与本协议规定相同程度的谨慎对待。ICH处理自己的保密信息，但无论如何都不得低于合理的谨慎程度；（v）防止向未经授权的各方披露保密信息；以及（v）保持足够的安全措施，以防止未经授权的披露或使用信息。

1. All information, documents and things submitted including without limitation, financial statements shall belong to Conviva absolutely and Service Provider shall, while the same is in possession, hold the same in trust for Conviva and shall be returned forthwith by Service Provider to Conviva on the earlier of (i) completion of job/work, (ii) expiry or termination of this Agreement and (iii) on demand from Conviva.

所有提交的信息、文件和事项，包括但不限于财务报表，应绝对属于Conviva，服务提供商应在其拥有的同时，以信托形式为Conviva持有该等信息、文件和事项，并应在（i）工作/工作完成，（ii）到期之前，立即由服务提供商返还给Conviva。Y或终止本协议，及（iii）根据康维亚的要求。

1. Notwithstanding Clause 9.4, the Service Provider's obligations of confidentiality and non-use shall not apply to any particular information or materials that the Service Provider can demonstrate: (i) was, at the time of disclosure to it, in the public domain; (ii) was required to be disclosed to any regulatory body having jurisdiction over either parly or any of their respective Affiliates; or (iii) that disclosure is necessary by reason of applicable legal, accounting or regulatory requirements beyond the reasonable control of the Service Provider. In the case of any disclosure pursuant to Sections 9.6(ii) or 9.6(iii), the Service Provider shall notify Conviva in advance of the required disclosure and shall assist Conviva in obtaining a protective order covering such disclosure. If such a protective order is obtained, such information and materials shall continue to be deemed to be Confidential information.

尽管有第9.4条的规定，服务提供方的保密和不使用义务不适用于服务提供方能够证明的任何特定信息或材料：（i）在向其披露时，是在公共领域内的；（ii）被要求向对以下两项具有管辖权的任何监管机构披露：Parly或其任何关联公司；或（iii）由于超出服务提供商合理控制范围的适用法律、会计或监管要求，披露是必要的。如果根据第9.6（ii）或9.6（iii）节进行任何披露，服务提供商应提前通知Conviva所需的披露，并应协助Conviva获得涵盖此类披露的保护令。如果获得此类保护令，此类信息和材料应继续被视为机密信息。

1. The provisions of this clause shall survive the termination and expiry of this Agreement.

本条规定在本协议终止和期满后继续有效。

1. The provisions of this clause shall be applicable to all Confidential Information shared by Service Provider to Conviva in accordance to the mutual confidentiality agreement signed between the parties.

本条款的规定应适用于服务提供商根据双方签署的共同保密协议向Conviva共享的所有保密信息。

1. RELATIONSHIP

关系

1. This Agreement is on principal to principal basis and nothing herein contained shall be deemed to create any employment, partnership, joint venture between Conviva and Service Provider or their representatives and employees and nothing herein shall be deemed to confer on any party any authority to incur any obligation or liability on behalf of the other party.

本协议以委托人对委托人为基础，本协议中的任何内容均不得视为在Conviva和服务提供商或其代表和员工之间建立任何雇佣关系、合伙关系、合资企业，本协议中的任何内容均不得视为授予任何一方代表另一方。

1. All employees, workers, consultants and the like engaged by Service Provider to render the Services to Conviva shall be in the sole employment of Service Provider and Service Provider shall be solely responsible for their acts and omissions, salaries, wages, statutory payments, social benefits, social security, insurance, social benefits and the like. Under no circumstances shall Conviva be liable for any payment or claim or compensation of any nature to such employees, workers and consultants at any point of time during the currency of this Agreement or even after its termination.

服务提供方雇佣的所有雇员、工人、顾问等应单独受雇于服务提供方，服务提供方应对其作为和不作为、工资、工资、法定付款、社会福利、社会保障、保险、社会福利和艾克。在任何情况下，在本协议有效期内或本协议终止后的任何时间，Conviva均不承担向该等雇员、工人和顾问支付的任何款项、索赔或任何性质的补偿。

1. Conviva shall have no liability whatsoever for any injury to Service Provider's representatives, employees and subcontractors, if any, suffered while on Conviva's site or anywhere else or while performing any task for Conviva and including without limitation of liability of any damages suffered which results from the malfunction of any equipment.

对于服务提供商的代表、员工和分包商（如有）在Conviva的现场或任何其他地方或为Conviva执行任何任务时遭受的任何伤害，Conviva不承担任何责任，包括但不限于因任何设备故障而遭受的任何损害的责任。

1. Upon Conviva's request any time and without limiting its obligations hereunder, Service Provider shall provide documentation and certification evidencing its compliance with all applicable laws regarding its employees and payment of such taxes and benefits.

应Conviva的要求，在不限制其在本协议项下义务的情况下，服务提供方应提供文件和证明，证明其遵守与员工和支付此类税费和福利有关的所有适用法律。

1. INTELLECTUAL PROPERTY RIGHTS

知识产权

1. Service Provider acknowledges that all information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively “Materials”）of any nature whatsoever in all the deliverables, produced/created by for, or as a result of any of the Services, and all copies of the foregoing, created for Conviva by way of rendering of Services by the Service Provider at any time including without limitation the Materials created upto the date of execution of this Agreement and Materials created under this Agreement shall be the sole and exclusive property of Conviva and such Materials shall be deemed "works made for hire" of which Conviva shall be deemed the author. To the extent that any Materials are not deemed to be "works made for hire", Service Provider hereby irrevocably and perpetually grants, assigns, transfers and sets over to Conviva all its worldwide rights, titles and interests of any kind, nature or description in and to the Materials, including copyrights and any other Intellectual Property Rights therein.

服务提供商承认，所有可交付成果中的所有信息、数据、报告、研究、对象模块、可执行文件、源代码、流程图、图表和其他有形或无形材料（统称为“材料”），由任何服务或因任何服务而产生/创建，以及上述由服务提供商在任何时候通过提供服务（包括但不限于截至本协议签署之日创建的材料）为Conviva创建的，以及根据本协议创建的材料应为Conviva的唯一和专有财产，且此类材料应被视为“出租工程”，或其中conviva应视为作者。在任何材料不被视为“供出租的作品”的范围内，服务提供方在此不可撤销地和永久地授予、转让、转让并将其在材料中和材料中的任何种类、性质或描述的所有全球权利、所有权和利益移交给Conviva，包括版权和任何其他知识产权。其中的TS。

1. Service provider represents and warrants that any Materials created under this Agreement are created by the Service Provider using his/her own skill and intellect and that any contractor, subcontractor, agent, prior/present employer or any representative of the Service Provider does not own or shall have any claim at any time in the Materials produced/created by the Service Provider under this Agreement

服务提供方声明并保证，根据本协议创建的任何材料均由服务提供方使用其自身的技能和智力创建，且任何承包商、分包商、代理人、先前/现在的业主或服务提供方的任何代表在任何时候均不拥有或在材料生产中享有任何索赔。由服务提供商根据本协议创建

1. Service provider represents and warrants that any Materials including all its components created under this Agreement shall not infringe any rights including the Intellectual Property Rights of any third party.

服务提供商声明并保证，任何材料，包括其根据本协议创建的所有组件，不得侵犯任何第三方的任何权利，包括知识产权。

1. Service provider shall have no rights and shall not at anytime in future claim any rights in the said Materials.

服务提供方不享有任何权利，也不得在以后任何时候要求对上述材料享有任何权利。

1. Service Provider agrees to take such further actions, including the execution and delivery of instruments of conveyance, as Conviva may reasonably request to effect such ownership of the Materials, assist Conviva in perfecting and enforcing its rights in connection with the registration of patents, copyrights and/or trademarks or any other statutory protection in the Materials and other work products. Conviva shall have the exclusive right to apply for or register the intellectual property contained in the Materials.

服务提供方同意采取Conviva合理要求的进一步行动，包括签署和交付转让文书，以实现材料所有权，协助Conviva完善和执行其与专利、版权和/或商标或任何其他状态的注册相关的权利。材料和其他工作产品的Ry保护。Conviva有权申请或注册材料中包含的知识产权。

1. Conviva shall retain all rights, titles and interests in and to Conviva Intellectual Property. Conviva grants to Service Provider a non-exclusive, worldwide, royalty-free license to use the Conviva Intellectual Property solely for the performance of its obligations in terms of this Agreement. Conviva warrants that the work specifications provided by Conviva or any Conviva Intellectual Property does not infringe any third party intellectual property rights.

Conviva应保留Conviva知识产权的所有权利、所有权和权益。Conviva授予服务提供商一项非排他性的、全球范围的、免版税的许可，仅用于履行其在本协议项下的义务。Conviva保证Conviva提供的工作规范或任何Conviva知识产权不侵犯任何第三方知识产权。

1. The provisions of this clause shall survive the termination and expiry of this Agreement.

本条规定在本协议终止和期满后继续有效。

1. TERM AND TERMINATION

期限和终止

* 1. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Agreement

本协议的期限应从生效日期开始，并应持续到根据本协议的条款终止为止。

* 1. Either party may terminate this Agreement or a Statement of Work:

任何一方可终止本协议或工作说明书：

1. If the other party commits a material breach of this Agreement or such Statement of Work and fails to cure such breach within thirty (30) days of receiving written notice of the breach and intention to terminate; or

如果另一方严重违反本协议或工作说明书，且在收到违约和终止意向的书面通知后三十（30）天内未能纠正违约行为；或

1. Immediately upon written notice, if any of the following circumstances occurs:

有下列情形之一的，应当立即书面通知：

1. if the other party becomes insolvent or unable to pay its debts in the ordinary course of its business;

另一方无力偿债或者在正常经营过程中无力偿还债务的；

1. if a voluntary petition under applicable bankruptcy or other insolvency law is filed by the other party;

如果另一方根据适用的破产法或其他破产法提出自愿申请；

1. if a receiver is appointed for the business affairs of the other party or the other party makes an assignment for the benefit of creditors;

被指定负责另一方的商业事务的接管人，或者另一方为债权人的利益作出转让；

1. if any bankruptcy, reorganisation, debt arrangement or other proceeding under any bankruptcy or other insolvency law is instituted against the other party which is not dismissed within 180 (One Hundred and Eighty) days thereafter; or

如果根据任何破产法或其他破产法对另一方提起任何破产、重组、债务安排或其他程序，但在此后的180（一百八十）天内未被驳回；或

1. if the other party liquidates or ceases doing business as a going concern.

如果另一方清算或停止作为持续经营企业开展业务。

* 1. Conviva shall have the right at any time and for any reason to terminate this Agreement or any Statement of Work upon 30 (Thirty) days' written notice to the Service Provider and upon such termination Service Provider will immediately cease all work in connection with such Statement of Work. In the event of termination of a Statement of Work under this Section 12.3 (so long as such termination was not caused by Service Provider's breach of this Agreement), Service Provider shall have a right, following compliance with Section 12.4. below, to any unpaid fees and approved expenses relating to the portion of the Statement of Work actually performed through the date of termination, subject to the submission of an invoice in accordance with this Agreement.

Conviva有权在向服务提供商发出30（三十）天的书面通知后，随时以任何理由终止本协议或任何工作说明书，服务提供商将立即停止与该工作说明书相关的所有工作。如果根据第12.3节终止工作说明书（只要此类终止不是由于服务提供商违反本协议造成的），则服务提供商有权在遵守第12.4节的规定后终止工作说明书。以下是截至终止日期实际执行的工作说明书部分相关的任何未付费用和批准费用，但须根据本协议提交发票。

* 1. Upon the expiration, completion or early termination of a Statement of Work or this Agreement, Service Provider shall immediately, as the case may be and as Conviva reasonably requires, (i) return all materials and documents (ii) deliver ail complete or partially completed deliverables and works in progress under this Agreement or such Statement of Work (iii) expediently and cooperatively disengage the Services and (iv) collaborate with Conviva or any third party duly appointed by Conviva to ensure service continuity.

在工作说明书或本协议到期、完成或提前终止时，服务提供方应立即（视情况而定），并应Conviva的合理要求，（i）返还所有材料和文件（ii）交付本协议或该等声明项下的所有完整或部分完成的可交付成果和正在进行的工作。f工作（iii）方便和合作地分离服务；（iv）与Conviva或任何由Conviva正式任命的第三方合作，以确保服务的连续性。

* 1. Except as expressly set forth herein, termination or expiration of this Agreement shall not serve to terminate or cancel any of the respective rights and obligations of the parties which arose hereunder during the term of this Agreement and which by these terms must remain valid and enforceable to give effect to their meaning, including, without limitation, any intellectual property, warranty, indemnification, confidentiality, liability and loyalty provisions hereof.

除本协议明确规定外，本协议的终止或到期不应终止或取消本协议有效期内双方各自的任何权利和义务，且根据本协议条款，这些权利和义务必须保持有效和可强制执行，以实现其含义，包括但不限于仿制、任何知识产权、保证、赔偿、保密、责任和忠诚条款。

* 1. Conviva shall have the right at any time and for any reason to terminate this Agreement immediately in case Service Provider is found to be in breach of Clause titled Non-solicitation.

如果发现服务提供商违反了“禁止招揽”条款，Conviva有权在任何时间以任何理由立即终止本协议。

1. INSURANCE

保险

Service Provider shall maintain, and upon request Service Provider shall furnish to Conviva copies of all requisite insurance policies, required under applicable laws.

服务提供方应保存适用法律要求的所有必要保险单的副本，并应要求向Conviva提供副本。

1. INDEMNITY

赔款

1. Service Provider hereby agrees to protect, defend indemnify and hold harmless Conviva its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs {including legal costs and disbursements) arising from or relating to:

服务提供方在此同意保护、保护、赔偿和保护Conviva的员工、高级职员、董事、代理人或代表，使其免受因以下原因或与之相关的任何和所有责任、损害、罚款、罚款和成本（包括法律成本和支出）的损害：

1. Any breach of any statute, regulation, direction, orders or standards from any governmental body or regulator applicable to Service Provider,

违反适用于服务提供商的任何政府机构或监管机构的任何法令、法规、指示、命令或标准，

1. claims, demands, fines, penalties and other sanctions imposed by a court, tribunal or other governmental authority for non-compliance with any laws;

法院、法庭或其他政府当局因不遵守任何法律而提出的索赔、要求、罚款、处罚和其他制裁；

1. Any breach of the terms and conditions in this Agreement by Service Provider;

服务提供商违反本协议的条款和条件；

1. Any claim of any infringement of any intellectual property right or any other right of any third party or of law;

对侵犯任何知识产权或任何第三方的任何其他权利或法律的任何索赔；

1. On account of any improper disclosure of Confidential Information or of an alleged breach of confidentiality and security of data occurring as a result of acts of omissions or commission of Service Provider's Personnel;

因服务提供方人员的疏忽或委托行为导致的任何不正当披露保密信息或涉嫌违反保密和数据安全；

1. On account of any negligence, misfeasance or fraud;

由于任何疏忽、失职或欺诈行为；

1. third party claims arising out of or in connection with the performance of the Services;

因履行服务而产生或与之相关的第三方索赔；

1. any claim or action by or on behalf of any personnel based on his or her employment with Service Provider, including claims arising under occupational health and safety, worker's compensation, provident fund or other laws;

任何人员或其代表因其受雇于服务提供商而提出的任何索赔或诉讼，包括根据职业健康和安全、工人赔偿、公积金或其他法律提出的索赔；

1. any claims, penalties, fines, duties imposed upon the Company from statutory authorities, regulators otherwise due to negligence by the Service Provider in performance of its duties and obligations.

因服务提供商在履行其职责和义务过程中的疏忽而从法定机构、监管机构向公司提出的任何索赔、处罚、罚款、责任。

1. Service Provider shall defend, indemnify and hold Conviva harmless against any loss, liability, deficiency, damage, cost, suit, damage or expense (including, without limitation any legal fees and expenses), as and when incurred by Conviva, arising out of or in connection with any claim by or on behalf of Service Provider or any Personnel or any other employee of Service Provider with respect to the existence of an employment relationship between such persons and Service Provider or any claim for payment of salary, contributions, taxes or social benefits to any such persons or its breach of any of its representations, warranties, covenant or other obligations under this Agreement. For the sake of clarity, the foregoing indemnity provisions shall also be applicable to any loss, damages, cost, suits, expenses (including without limitation any legal fees and expenses) or claims arising from (a) damages to Conviva's and/or its customers' tangible and non- tangible property; (b) negligent misconduct of Service Provider's Personnel; and (c) violation of applicable laws.

服务提供方应保护、赔偿并使Conviva免受因或代表服务提供方或任何人员或任何OT提出的任何索赔或与之相关的任何损失、责任、不足、损害、成本、诉讼、损害或费用（包括但不限于任何法律费用和开支）的损害。其服务提供商的雇员与该等人士与服务提供商之间存在雇佣关系，或向任何该等人士支付工资、缴款、税款或社会福利的任何索赔，或违反其在本协议项下的任何陈述、保证、约定或其他义务。为清楚起见，上述赔偿规定也适用于以下情况引起的任何损失、损害、成本、诉讼、费用（包括但不限于任何法律费用和开支）或索赔：（a）对Conviva和/或其客户的有形和非有形财产的损害；（b）服务提供商人员的疏忽不当行为el；和（c）违反适用法律。

1. The provisions of this clause shall survive the termination and expiry of this Agreement.

本条规定在本协议终止和期满后继续有效。

1. LIMITATION OF LIABILITY

责任限制

1. In no event shall Conviva be liable to the Service Provider for special, incidental, indirect or consequential damages, damages from loss of use, data, profits or business opportunities whether in contract or tort, even if Conviva has been advised in advance of the possibility of such loss, cost of damages, arising out of or in connection with this Agreement.

在任何情况下，对于因合同或侵权行为造成的特殊、偶然、间接或后果性损害、使用损失、数据、利润或商业机会造成的损害，即使Conviva事先已被告知此类损失的可能性、因本协议引起或与本协议有关的损害成本，Conviva也不对服务提供商承担任何责任。协议。

1. In no event shall Conviva or any of its directors, officers, employees, representatives or agents shall be liable for any liability whatsoever for any losses or expenses or any nature suffered by the Service Provider arising directly or indirectly from any act or omission of the Service Provider or its employees, agents or representatives hereunder.

在任何情况下，Conviva或其任何董事、高级职员、雇员、代表或代理人均不承担因服务提供方或其雇员、代理人或代表的任何作为或不作为而直接或间接导致服务提供方遭受的任何损失、费用或任何性质的责任。R.

1. The provisions of this clause shall survive the termination and expiry of this Agreement.

本条规定在本协议终止和期满后继续有效。

1. ENTIRE AGREEMENT

完整协议

This Agreement including the schedule(s) and Statement of Work{s) attached hereto and the appendices and other documents specifically attached or referred to herein, that may be executed by the Parties shall constitute the entire agreement and understanding between the Parties and supersedes any and all other prior and contemporaneous agreements, arrangements and understandings (whether written or oral) between the Parties with respect to its subject matter.

本协议，包括本协议附件和工作说明书，以及本协议附件和其他具体附件或提及的文件，可由双方执行，构成双方之间的完整协议和理解，并取代之前和同期的任何和所有其他协议，双方就其标的物达成的安排和谅解（无论是书面的还是口头的）。

1. SEVERABILITY

可分割性

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

如果本协议的任何部分或任何条款是或变得非法、无效或不可执行，则该部分或条款仅在此类无效或不可执行的范围内无效，不以任何方式影响上述部分或本协议其余条款的有效性或可执行性。双方特此同意尝试用有效或可执行的条款替代任何无效或不可执行的条款，以尽可能达到无效或不可执行条款的经济、法律和商业目标。

1. SURVIVAL

生存

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include but are not limited to indemnification, Confidentiality, Relationship, Limitation of Liability, Intellectual Property Rights, Representation and Warranties, Term & Termination, Non-Solicitation, Jurisdiction and Governing Laws.

任何因其性质或其他原因在本协议取消或终止后仍然有效的条款和条件也应视为仍然有效。此类条款和条件包括但不限于赔偿、保密、关系、责任限制、知识产权、陈述和保证、期限和终止、不招揽、管辖权和适用法律。

1. NOTICES

通告

Any notice to be given by a party under this agreement must be in writing in the English Language and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addressed set forth in the first paragraph of this agreement (or to such other addresses as a party may designate by notice to the other).

一方根据本协议发出的任何通知必须以英文书写，并将被视为已正式发出：（a）亲自交付（有书面收据确认书）；（b）通过传真发送（有书面收据确认书）；前提是副本通过挂号信、回执请求书邮寄。D，或（c）当收件人收到，如果是由全国认可的过夜送货服务（收到的收据）发送的，在每种情况下都适用于本协议第一款所规定的适当地址（或作为当事人的其他地址可以另行通知）。

1. NON-SOLICITATION

不招揽

1. During the term of this Agreement and for a period of 6 (six) months after termination of this Agreement (for any reason), Service Provider agrees that it will not directly or indirectly either for itself or for any other commercial enterprise, solicit, divert, hire or take away or attempt to solicit, divert or take away, any of Conviva's, employees, customers, business or prospective customers in existence during the term of this Agreement and at the time of termination of such engagement. Service Provider shall not compete against the Conviva for any business opportunities with respect to any of the clients of the Conviva.

在本协议有效期内以及本协议终止后的6（六）个月内（出于任何原因），服务提供商同意，其不会直接或间接为自己或任何其他商业企业招揽、转移、租用或带走，或试图招揽、转移或带走任何Conviva的雇员。ES、客户、业务或潜在客户在本协议有效期内以及在该等约定终止时存在。服务提供商不得与Conviva竞争与Conviva的任何客户有关的任何商业机会。

1. In case Service Provider is found to be breach of the above mentioned clause Service Provider shall be liable to pay a penalty equal to the fees received/receivabie under this agreement, this shall be without prejudice to other legal remedies as may be available to Conviva.

如果服务提供方被发现违反上述条款，服务提供方应支付与本协议项下收到/收取的费用相等的罚款，这不应影响其他法律补救措施。

1. BRIBES, GIFTS, ENTERTAINMENT, FAVORS AND PAYMENTS

贿赂、礼物、娱乐、恩惠和付款

Consistent with Conviva’s requirement that all business conducted with Conviva adheres to applicable laws and regulations, the use of bribes, secret compensation or kickbacks is strictly prohibited,

根据Conviva要求，与Conviva开展的所有业务均遵守适用的法律法规，严禁使用贿赂、秘密补偿或回扣，

1. JURISDICTION AND GOVERNING LAWS

管辖权和管辖法律

22. This Agreement and any disputes arising thereunder shall be governed in accordance with the laws of China.

22。本协议及由此产生的任何争议应根据中国法律进行管辖。

1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (-Dispute"), shall be referred to and finally resolved by arbitration. The arbitration shall be conducted in accordance with the Rules of the Singapore Internationa! Arbitration Centre fSIAC Rules"), as amended from time to time, which rules are deemed to be incorporated by reference into this Clause.

因本协议引起的或与本协议有关的任何争议，包括关于本协议存在、有效性或终止的任何问题（“争议”），均应提交仲裁并最终解决。仲裁应按照新加坡国际仲裁规则进行！仲裁中心FSIAC规则”），不时修订，该规则被视为通过引用纳入本条款。

1. The seat and venue of the arbitration shall be Singapore.

仲裁地点和地点应为新加坡。

1. The arbitral tribunal shall consist of 3 (Three) arbitrator(s), appointed in accordance with the SIAC Rules.

仲裁庭应由三（3）名仲裁员组成，根据SIAC规则任命。

1. The arbitration shall be conducted in English language.

仲裁应以英语进行。

1. The Parties shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

双方应真诚合作，以加快（在最大可行范围内）根据本协议开始的任何仲裁程序的进行。

1. Deposits to cover the costs of arbitration shall be shared equally by the parties thereto. The award rendered by the arbitrator shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties thereto shall bear such costs or in what proportions such costs shall be borne by such parties.

仲裁费用的保证金由仲裁双方平均分摊。仲裁员作出的裁决，除应处理案件的是非曲直外，还应确定仲裁费用，并决定由哪一方承担仲裁费用，或按何种比例承担仲裁费用。

1. During the pendency of resolution of arbitration as provided above, the Parties shall continue to fulfil their respective obligations under this Agreement without any adverse effect due to such Dispute.

在上述仲裁解决未决期间，双方应继续履行其在本协议项下的义务，而不会因此类争议而产生任何不利影响。

1. Except as otherwise required by Law the arbitral proceedings and the arbitral award shall not be made public without the written consent of the Parties and each Party shall maintain the confidentiality of arbitral proceedings and the arbitral award, unless otherwise permitted by the other in writing.

除非法律另有规定，否则未经双方书面同意，仲裁程序和仲裁裁决不得公开，除非另一方书面允许，否则各方应保持仲裁程序和仲裁裁决的保密性。

1. The courts in China shall have exclusive jurisdiction for all matters incidental or ancillary to the arbitration.

中国法院对仲裁附带或附带的所有事项具有专属管辖权。

1. MISCELLANEOUS

杂项

23.1. Neither Party shall be liable by reason of failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by acts of God, strikes, lockouts, war or any other cause beyond its control and without its fault or negligence (^Force Majeure").

23.1。任何一方均不因未履行或延迟履行其在本协议项下的义务而承担责任，前提是此类未履行或延迟是由于天灾、罢工、封锁、战争或任何其他超出其控制范围的原因造成的，且无其过失或疏忽（“不可抗力”）。

1. The captions and headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

本协议中使用的标题和标题仅为方便起见而插入，不影响本协议的含义或解释。

1. In the event any term of this Agreement is found to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable.

如果发现本协议的任何条款无效或不可执行，则本协议的其余部分仍然有效和可执行。

1. Failure by Conviva or Service Provider to enforce any of the terms of this Agreement shall not be construed as a waiver of any of Conviva's or Service Provider's right hereunder.

如果Conviva或服务提供商未能执行本协议的任何条款，不得解释为放弃Conviva或服务提供商在本协议项下的任何权利。

1. Service Provider shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Conviva.

未经Conviva事先书面同意，服务提供商不得转让本协议或其在本协议项下的任何权利或义务。

1. This Agreement supersedes all earlier agreements, arrangements, letters correspondence, understandings etc. with respect to the subject matter of this agreement.

本协议取代与本协议标的物有关的所有先前协议、安排、信函、信函、谅解等。

23.8 Any modification, amendment or alteration in respect of this Agreement or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.

23.8本协议或本协议任何条款的任何修改、修订或变更，除非以书面形式减少并经本协议双方签字，否则无效。

1. The Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, or by facsimile or other electronic copies, such as delivery by email in the PDF format. The parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures.

本协议可签署和交付副本，每份副本均应视为原件，或通过传真或其他电子副本，如通过电子邮件以PDF格式交付。双方同意，此类传真或电子签署和交付应与交付具有原始签名的原始文件具有同等效力。

1. All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usages, are cumulative and not alternative and may be enforced successively or concurrently.

本协议下任何一方的所有补救措施，无论是本协议规定的或是由法令、民法、普通法、习惯法或贸易惯例赋予的，都是累积的，而不是替代的，可以连续或同时执行。

1. Each Party shall bear its own costs in connection with its obligations under this Agreement, including cost of connectivity, technical fees, additional software and hardware required for the Services to be enabled. Further, all charges and expenses including stamp duty or otherwise of and in relation to these presents shall be borne and paid by respective Parties. Each Party shall bear and pay their own advocates' Fees.

各缔约方应承担其在本协定项下的义务所承担的费用，包括连接费用、技术费用、服务所需的额外软件和硬件。此外，所有费用和开支，包括印花税或与本文件有关的其他费用和开支，应由各方承担和支付。各方应承担并支付各自的律师费。

23.11 Each Party acknowledges that the other Party is subject to regulation by the regulators in the territory in which they respectively operate. Each Party needs to be able to comply with the requirements of its regulators and all legal requirements of the country in which it operates. Each Party agrees that it will give the other Party all assistance that it reasonably requires to comply with these requirements. The Supplier further agrees that it will co-operate with any regulator in connection with the provision and any other aspect of the Services.

23.11各方承认，另一方受各自经营区域的监管机构的监管。各方必须能够遵守其监管机构的要求以及其经营所在国的所有法律要求。各方同意，将向另一方提供其为遵守这些要求而合理要求的所有协助。供应商进一步同意，将与任何监管机构合作提供服务和任何其他方面的服务。

23.12 Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities.

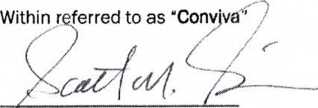
23.12每一方将本着诚信原则履行其在本协议项下的各自责任，不得无理拖延、限制或拒绝给予另一方为履行其责任而要求或合理要求的任何同意、决定或批准。

IN WITNESS WHEREOF, the parties hereto have caused this Agreement dated as of the date first set forth above to be executed by their duly authorized representatives.

以昭信守，本协议双方已于上述日期由其正式授权代表签署本协议。



For Conviva Inc.



Signature of Authorized Signatory Name: Scott M. Gibson Designation: Chief Financial Officer

CONVIVE

For Beijing Conviva Technology Company Limited

北京康维瓦科技有限公司



Schedule A

时间表A

Statement of Work Format

工作说明书格式

Statement of Work between Conviva and Service Provider pursuant to the Master Service Agreement dated April 1, 2018

|  |  |
| --- | --- |
| Name of Project  项目名称 | Details  细节 |
| Duration of Project  工程工期 | Effective from April 1, 2018  自2018年4月1日起生效 |
| Scope of Work  工作范围 | Software Engineering Services for the development and testing of user interface, backend platform and infrastructure/application software used in Conviva's cloud platform system. This service supplements Conviva's US-based engineering organization and shall be coordinated by managers/executives in Conviva's US office;   1. 软件工程服务，用于开发和测试Conviva云平台系统中使用的用户界面、后端平台和基础设施/应用软件。这项服务是对Conviva在美国的工程组织的补充，应由Conviva在美国办公室的经理/行政人员进行协调；   Customer Support Services for providing data analytics services to end customers located in China including work on integrating new devices, resolving data issues, assisting with data reporting and analysis and monitoring system performance   1. 为位于中国的最终客户提供数据分析服务的客户支持服务，包括整合新设备、解决数据问题、协助数据报告和分析以及监控系统性能。   General and administrative services to support the other services described above, including general management, human resources, information technology and finance/bookkeeping functions   1. 支持上述其他服务的一般和行政服务，包括一般管理、人力资源、信息技术和财务/簿记功能 |
| Service Provider's Responsibility  服务提供商的责任 | Service provider will ensure accuracy, satisfactory and quality services to Conviva.   1. 服务提供商将确保为Conviva提供准确、满意和优质的服务。   The Services Provider and Services shall not infringe the right of third party.   1. 服务提供商和服务不得侵犯第三方的权利。   Service Provider shall provide services in the best interest of Conviva.   1. 服务提供方应以Conviva的最大利益提供服务。   Service Provider shall ensure the integrity and best practice to provide the said Services.   1. 服务提供方应确保提供上述服务的完整性和最佳实践。 |
| Rate of Compensation / Service Fees  补偿/服务费费率 | For the Software Engineering Services and responsibilities undertaken, Conviva shall reimburse Service Provider for its costs ("Costs") and pay Service Provider a fee equal to eight percent (8%) of the Costs (“Engineering Service Fees”).   1. 对于所承担的软件工程服务和责任，Conviva应补偿服务提供商的成本（“成本”），并向服务提供商支付相当于成本百分之八（8%）的费用（“工程服务费”）。   For the Customer Support Services and responsibilities undertaken, Conviva shall pay Service Provider a fee equal to fifteen (15%) of the revenue Service Provider generates from end customer service contracts ('‘Customer Service Fees”).   1. 对于所承担的客户支持服务和责任，Conviva应向服务提供商支付相当于服务提供商根据最终客户服务合同产生的收入的15%的费用（“客户服务费”）。   Conviva shall release the payment on receipt of Service Provider's invoice for the Costs, Engineering Service Fees and Customer Service Fees.   1. Conviva应在收到服务提供商的成本、工程服务费和客户服务费发票后付款。   If any invoice amount is disputed by Conviva, it shall notify Service Provider and the Parties shall take all best efforts in order to amicably resolve such disputes relating to the invoice amounts.  如果任何发票金额有争议，应通知服务提供商，双方应尽最大努力友好解决与发票金额有关的争议。 |

All other terms and conditions of the Master Service Agreement except for those listed hereunder remain unchanged and the provisions the Agreement shall apply to this Statement of Work as well. In the event of any inconsistency or conflict in the Statement of Work and Agreement, the provisions of this Statement of Work shall prevail in relation to the clauses/provisions covered herein.

除下列条款外，主服务协议的所有其他条款和条件保持不变，本协议的规定也适用于本工作说明书。如果工作说明书和协议中有任何不一致或冲突，本工作说明书中的条款应以本工作说明书中的条款为准。

IN WITNESS THEREOF, the parties hereto have caused this Statement of Work to be duly executed as of the date and year first written above.

以资证明，本协议双方已于上述日期和年份正式签署本工作说明书。

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Name: Scott M. Gibson

姓名：Scott M.Gibson

Designation: Chief Financial Officer For Beijing Conviva Technology Limited Company Within referredto ag BSe^pe;Proyicf

职位：北京康维瓦科技有限公司首席财务官，转介给AG BSE'PE；项目

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Designation: General Manage

职位：总经理