**华润通数据服务合作协议**

Huaruntong  Data Service Cooperation Agreement

协议编号：

Agreement No.

签订日期：2017年7月28日

Date of signing: 28 July 2017

甲方：

Party A:

地址：

Address:

联系人：

Contacts:

联系电话：

Contact number:

邮箱：

Mailbox:

乙方：华润网络（深圳）有限公司

Party B: China Resources Network (Shenzhen) Co., Ltd.

地址：深圳市南山区学府路百度国际大厦25-26层

Address: 25-26 Floor, Baidu International Building, Xuefu Road, Nanshan District, Shenzhen

联系人：

Contacts:

联系电话：

Contact number:

邮箱：

Mailbox:

甲乙双方为携手合作，促进发展，满足利益，明确责任，依据《中华人民共和国合同法》相关规定，本着诚实信用、互惠互利原则，结合双方实际，协商一致，特签订本协议，以资共同遵守：

In order to cooperate hand in hand, promote development, satisfy interests and clarify responsibilities, Party A and Party B, in accordance with the relevant provisions of the Contract Law of the People's Republic of China, and in accordance with the principles of good faith, mutual benefit and mutual benefit, and in light of the actual situation of both parties and by consensus, have signed this Agreement in order to abide by it jointly:

## 合作内容

## Cooperation content

1.1乙方向甲方提供的数据服务详见附件一，甲方按【附件一】的报价单向乙方支付相应的费用。

1.1 The data services provided by Party B to Party A are detailed in Annex 1. Party A shall pay Party B the corresponding fees according to the quotation form of Annex 1.

## 合作期限

## period of cooperation

2.1合作期限：【 年 月 日— 年 月 日】

2.1 Term of Cooperation: [Year-month-year-day]

## 费用与结算

## Cost and Settlement

3.1本协议签订后5个工作日内，乙方向甲方开具等额有效的服务费发票，甲方在收到乙方开具的发票后5个工作日内，甲方以预付款的方式向乙方支付的总金额为：【 元整】（￥ 元）。

3.1 Within 5 working days after the signing of this agreement, Party B shall issue valid invoices for service fees to Party A. Within 5 working days after Party A receives the invoices issued by Party B, the total amount paid by Party A to Party B by way of advance payment shall be yuan (yuan).

3.2如甲方所要求的数据服务内容有增减，或乙方提供的符合甲方要求的数据服务数量有变化，双方按【附件一】的计价方式进行结算，实际金额以双方实际合作所产生的费用为准，双方将签订相应的对账单，并以此为依据进行款项的支付。如果实际合作所产生的费用低于预付款的，甲方有权要求乙方另行提供相应的金额的其他数据服务，但在任何情况下均不得要求乙方退回预付款的差额部分。

3.2 If the content of data services required by Party A increases or decreases or the quantity of data services provided by Party B changes, both parties shall settle the accounts according to the valuation method of [Annex 1]. The actual amount shall be based on the expenses incurred by the actual cooperation between the two parties. The two parties shall sign corresponding bills and make payment on this basis. If the cost of the actual cooperation is lower than the advance payment, Party A has the right to request Party B to provide other data services of the corresponding amount, but under no circumstances can Party B be required to return the balance of the advance payment.

3.3上述费用由甲方以[银行转账汇款]支付至乙方指定的帐户内：

3.3 The above fees shall be paid by Party A to the account designated by Party B by means of bank transfer remittance:

公司名称：华润网络（深圳）有限公司

Company Name: China Resources Network (Shenzhen) Co., Ltd.

纳税识别号：91440300MA5DK1T202

Tax Identification Number: 91440300MA5DK1T202

开户名：华润网络（深圳）有限公司

Account Name: China Resources Network (Shenzhen) Co., Ltd.

开户号：213222185363900001

Account number: 213222185363900001

开户行：珠海华润银行深圳福田支行

Opening Bank: Zhuhai Huarun Bank Shenzhen Futian Branch

## 双方权利义务

## Rights and obligations of both parties

4.1甲方须在协议约定的期限内足额向乙方支付服务费用。

4.1 Party A shall pay Party B the service fee in full within the time limit stipulated in the agreement.

4.2乙方负责按照本协议约定为甲方提供其用于其业务的数据，甲方在按照本协议约定完成相应费用支付后方享有乙方所提供的数据及数据服务的使用权且仅限于甲方自身在本协议约定范围之内进行使用。

4.2 Party B is responsible for providing Party A with data for its business in accordance with this agreement. Party A shall enjoy the right to use the data and data services provided by Party B after paying the corresponding fees in accordance with this Agreement and shall only use them within the scope of this agreement by Party A itself.

4.3乙方负责按本协议约定输出符合甲方业务需求的数据。乙方将尽最大努力为甲方提供优质的数据服务，但由于数据信息的广泛性、时效性、多源性、去识别性等因素，甲方充分理解并同意，在任何情况下，乙方均不保证数据服务和数据报告的精准性和完整性，亦不对甲方因使用乙方数据报告进行相关业务和决策做任何预期性承诺。

4.3 Party B shall be responsible for the output of data in accordance with Party A's business requirements as stipulated in this Agreement. Party B will do its utmost to provide Party A with high quality data services, but due to such factors as the universality, timeliness, multi-source and de-identification of data information, Party A fully understands and agrees that under no circumstances will Party B guarantee the accuracy and integrity of data services and data reports, nor will Party A make any relevant business and decision on the use of Party B's data reports. Expected commitment.

## 保密条款

## Confidentiality clause

5.1本协议项下的保密信息包括任一方提供、披露的数据，以及任一方因进行本次合作所知悉、持有的任何对方的非公开信息，包括但不限于数据、数据报告、技术资料、程序文件、源代码、系统配置、账户名和密码等。

5.1 Confidential information under this Agreement includes data provided and disclosed by either party, as well as any other party's non-public information known and held by either party due to this cooperation, including but not limited to data, data reports, technical information, program files, source code, system configuration, account name and password, etc.

5.2保密信息仅供双方为达成本协议目的而使用。除经信息披露方事前书面同意外，信息接受方不得为任何非本协议之目的或用途，直接或间接编排、修改、利用、应用、开发、或以其它任何方式使用保密信息。

5.2 Confidential information shall be used only by both parties for the purpose of reaching this Agreement. Except with the prior written consent of the disclosing party, the receiving party shall not directly or indirectly arrange, modify, utilize, apply, develop or otherwise use confidential information for any purpose or purpose other than this Agreement.

5.3信息接受方只限于把保密信息提供给为实现本协议目的有必要知晓保密信息的信息接受方的高级职员、雇员及专业顾问，而不应将保密信息向任何第三方透露或泄露；信息接受方应确保上述职员、雇员、及顾问等亦遵守本协议所规定之保密义务，若前述人员有违反保密义务之情况，即视为信息接受方违反保密义务，信息接受方应赔偿信息披露方因此所受的损害。

5.3 The Information Receiver shall only provide confidential information to the senior staff, employees and professional consultants of the Information Receiver who are required to know the confidential information for the purpose of this Agreement, and shall not disclose or disclose the confidential information to any third party. The Information Receiver shall ensure that the above-mentioned staff, employees and consultants also comply with the confidentiality obligations stipulated in this Agreement, if the aforementioned personnel violate the confidentiality obligations stipulated in this Agreement. In the case of anti-secrecy obligation, the information recipient shall be deemed to have violated the secrecy obligation, and the information recipient shall compensate the information disclosing party for the damage suffered as a result.

5.4双方同意应以不低于保管各自专有的保密信息的标准、程度，保管从对方处获取的保密信息，并且谨慎存放及处理保密信息，防止在未经信息披露方许可的情况下透露或泄露任何保密信息。

5.4 Both parties agree to keep confidential information obtained from the other party at a level not less than the standard and degree of keeping their own proprietary confidential information, and to store and process confidential information with caution so as to prevent any confidential information from being disclosed or leaked without the permission of the disclosing party.

5.5信息接受方承认信息披露方提供的保密信息始终为信息披露方的资产。除非信息披露方做出明确的书面意思表示，否则，信息披露方向信息接受方披露保密信息不得视为信息披露方已将保密信息的权利转让给信息接受方。

5.5 The information recipient acknowledges that the confidential information provided by the information disclosing party is always the assets of the information disclosing party. Unless the information disclosing party expresses its clear intention in writing, the disclosure of confidential information to the information receiving party shall not be deemed to have transferred the right of the information disclosing party to the information receiving party.

5.6本第5条项下的保密义务不适用于以下信息：

5.6 The obligation of confidentiality under Article 5 does not apply to the following information:

1. 在信息披露方向信息接受方披露前已为公众所知的信息，或在披露后，非因信息接受方的违约行为而为公众所知的信息；

Information that is known to the public before or after disclosure to the recipient of information is not known to the public because of the default of the recipient of information.

1. 信息接受方能够证明，信息披露方向其披露前，其已通过合法途径知悉的信息；

The information recipient can prove that the information disclosed before it is disclosed to it has been known through legal channels.

1. 信息接受方从对信息披露方不负保密义务的第三方或任何其他渠道通过合法方式获得的信息，或者未使用信息披露方的相关保密信息的情况下，由信息接受方独立开发出来的信息；

The information received by the information recipient is independently developed by the information recipient from the third party or any other channel that is not liable to confidentiality of the information discloser, or without using the relevant confidentiality information of the information discloser.

1. 信息披露方书面同意信息接受方进行特别披露或使用的信息；

The information disclosing party agrees in writing that the information receiving party shall make special disclosure or use of the information;

1. 信息接受方按照有关法律、法规、规章、规定或命令而披露的信息。

Information disclosed by the recipient in accordance with relevant laws, regulations, rules, regulations or orders.

5.7如果任何政府或司法部门及所属机构基于任何法律、法规、条例、规定或命令要求披露保密信息，则信息接受方应当在知晓该等强制性要求后立即通知信息披露方，以使信息披露方可寻求有关该保密信息的保护性措施。信息接受方应尽可能在法律允许的范围内采取对信息披露方影响最小的方式对相关保密信息进行披露。在可能的情况下，信息接受方应为信息披露方争取就该等强制性要求进行抗辩的机会。

5.7 If any government or judicial department and its affiliated institutions require the disclosure of confidential information on the basis of any law, regulation, regulation or order, the information recipient shall notify the information disclosing party immediately after knowing the mandatory requirements so that the information disclosing party may seek protective measures for the confidential information. As far as possible, the information recipient should disclose the relevant confidential information in a way that has the least impact on the information disclosing party within the scope permitted by law. Where possible, the information recipient shall strive for an opportunity for the information disclosing party to defend against such mandatory requirements.

(以下无正文)

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| --- | --- |
| 甲方：  Party A: | 乙方：华润网络（深圳）有限公司  Party B: China Resources Network (Shenzhen) Co., Ltd. |
| 代表人：  Representative: | 代表人：  Representative: |
| 2017年 月 日  Monthly Day 2017 | 2017年 月 日  Monthly Day 2017 |

甲方： 乙方：华润网络（深圳）有限公司

Party A: Party B: China Resources Network (Shenzhen) Co., Ltd.

代表人： 代表人：

Representatives: Representatives:

2017年 月 日 2017年 月 日

Month Day 2017 Month Day 2017

附件一：报价单

Annex I: Quotation sheet