AVEVA END USER LICENSE AGREEMENT	AVEVA 最终用户许可协议

This AVEVA End User License Agreement (the "**EULA**") is entered into this 27 July 2021 (the "**Effective Date**") by and between **AVEVA Solutions (Shanghai) Co., Ltd.** of Unit 03-07, 37th Floor, China Life Financial Center, No.88, Yincheng Road, Pudong New Area, Shanghai ("**AVEVA**") and **[insert full name of Customer]** of [insert registered address of customer] (the "**Customer**") (collectively, the "**Parties**" and each, a "**Party**") pursuant to the contract entered into by the Customer with **[insert full name of Reseller]** ("**Reseller**"), under which Reseller will be providing the Products to the Customer (the "**Transaction Document**").

剑维软件技术（上海）有限公司（地址：上海市浦东新区银城路 88 号中国人寿金融中心 37 楼 03-07 单元，简称"**AVEVA**"）和【**插入客户全名**】（地址：【**插入客户注册地址**】，简称"**客户**"）（统称为"**双方**"，单独称为"**一方**"）于 年 月 日（简称"**生效日期**"）签订本 AVEVA 最终用户许可协议（简称"**EULA**"）。客户与【**插入经销商全名**】（简称"**经销商**"）签订了一份合同（简称"**交易文件**"），该交易文件约定由经销商向客户提供产品。

Customer accepts and agrees to be bound by the terms and conditions set forth in the EULA of the Product(s) to be provided by AVEVA.

对于针对需由 AVEVA 提供的产品签订的 EULA，客户接受并同意受其中规定的条款和条件的约束。

AVEVA:
[AVEVA Solutions (Shanghai) Co., Ltd.]
[剑维软件技术（上海）有限公司]

By/签署人: _____
　　(Signature/签名)

　　万世平 _____

Title/职务: 董事长 _____

Date/日期: _____

Customer/客户：
[Customer Name]
[插入客户名]

By/签署人: _____
　　(Signature/签名)

　　[PRINT NAME/正楷签名] _____

Title/职务: [ENTER TITLE/插入职务] _____

Date/日期: [ENTER DATE/插入日期] _____

1. USE OF PRODUCTS.

1.1. <u>Right to Use</u>. In accordance with the terms of the Transaction Document and this EULA, AVEVA will deliver and make the Products listed in the Transaction Document available to Customer. Customer has the right to use the Products as set forth in the Transaction Documents applicable.

1.2. <u>Installation of Software</u>. Except as otherwise stated in an applicable Transaction Document, Customer will be responsible for installing the Software on Customer's information technology devices (e.g., hard disks and processing units) at Customer's designated locations in accordance with any installation restrictions set forth in the applicable Transaction Document.

1.3. <u>Life Cycle for Software</u>. AVEVA reserves the right to "end of life" any Software in accordance with its then-current end of life policy, which is located at www.aveva.com/policies/eol/en.

1.4. <u>AVEVA PDMS End of Life</u>.
(a) After 30 September 2020, AVEVA PDMS™ Software had moved into a limited support phase which falls into one or more of the following categories: a) critical Customer problem, b) data integrity problem or c) system security problem. No new features will be added to the Unsupported Software.
On 31 March 2021, the Unsupported Software will move to Inactive Support, as set forth in the support policy published on AVEVA's website – http://www.aveva.com/policies. Customer is entitled to use Unsupported Software on an "As Is" basis. During Inactive Support, the Unsupported Software is not supported with releases of any kind.
Customer acknowledges and accepts that AVEVA PDMS™ Software will end of life by 1 April 2024 and AVEVA will not provide any new license file or modify existing license files for AVEVA PDMS™ Software or bundle product that include AVEVA PDMS™ Software after 1 April 2024.
(b) Customer may continue to use all Unsupported Software listed above to complete existing outstanding projects and/or for maintenance of legacy data purposes only.

1.5. <u>Non-Refundable Fees</u>. Customer acknowledges and agrees that orders placed by Customer for Products and Support Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

2. LICENCE RIGHTS.

2.1 <u>Grant of Licence</u>. In consideration of full payment of the fees for the Software and subject to Customer's compliance with its obligations under the Agreement, AVEVA grants to Customer a personal, non-transferable, non-exclusive, non-sublicencable, limited licence to Use the Software described in the Transaction Document for the term and in accordance with the licence model identified in such Transaction Document. The Software may only be used for purposes of Customer's ordinary internal business purposes by the particular user(s), in the particular location(s), on the particular device(s) and/or on the particular system(s) for which Customer licensed such Software, as those user(s), location(s), device(s) and/or system(s) provided and identified by the Customer upon acceptance of the Transaction Document. Any change to the user(s), location(s), device(s) and/or system(s) by Customer is subject to AVEVA's consent. If the Transaction Document fails to state a duration/term of the licence granted under the Agreement then such duration/term shall be deemed to be one (1) year from the date the Software is delivered to Customer. For the avoidance of doubt, Customer shall not permit any third parties (except those that are expressly identified as permitted user(s) in a Transaction Document) to access or use the Software without AVEVA's prior written consent and Customer shall be liable for any such unauthorised usage.

2.2 <u>Licence Restrictions</u>.

(a) <u>Copy Restrictions</u>. Copyright laws and international treaties protect the Software, including the Documentation. Unauthorised copying of the Software, the Documentation or any part thereof, is expressly prohibited. Customer shall reproduce all titles, trademarks, and copyright and restricted rights notices in all copies of the Software.

(b) <u>Use Restrictions</u>. The Agreement only gives Customer some rights to use the Software as expressly permitted in this Agreement and AVEVA and its licensors reserve all other rights. Customer does not acquire any rights, express or implied, other than those expressly granted in the Agreement. Unless applicable law gives Customer more rights despite this limitation, Customer may use the Software only as expressly permitted in the Agreement. In doing so, Customer agrees that it will comply with any technical limitations in the Software that only allow Customer to use the Software in certain ways. Customer agrees that it will not, nor will Customer permit others to:

(i) reverse engineer, reproduce, decompile, recompile, disassemble, merge, modify, adapt or translate the Software or Documentation any component thereof, or create derivative works based on the Software or Documentation, except and only to the extent that (a) applicable law expressly permits, despite this limitation, (b) AVEVA gives it prior written consent, or (c) the Documentation accompanying the Software expressly permits;

(ii) incorporate the Software into any other software program not provided by AVEVA, except (a) for incorporation of such Software with application program interfaces that AVEVA makes publicly available for such Software or (b) to the extent permitted to customise the Software in accordance with the accompanying Documentation;

(iii) remove, obliterate, destroy, minimise, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of AVEVA or its licensors that are included in the Software, except as may be permitted when using application program interfaces that AVEVA makes publicly available for such Software;

(iv) work around any technical limitations in the Software;

(v) make more copies of the Software or Documentation than as allowed in the Agreement or by applicable law, despite this limitation;

(vi) publish the Software, including any application programming interfaces included in the Software, for others to copy;

(vii) transfer, sublicense, rent, lease, sell, lend, distribute, outsource, permit timesharing or

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1. 产品的使用。

1.1. <u>使用权</u>。根据交易文件和本 EULA 的条款，AVEVA 将向客户交付和提供交易文件中所列产品。客户有权使用适用交易文件中所述的产品。

1.2. <u>软件安装</u>。除非在适用的交易文件中另有规定，客户应负责根据适用的交易文件中规定的<u>任何安</u>装限制在客户指定地点的客户信息技术设备（例如硬盘和处理单元）上安装软件。

1.3. <u>软件的生命周期</u>。AVEVA 保留根据当时的终止政策"终止"任何软件的权利，该政策位于 www.aveva.com/policies/eol/en。

1.4. <u>PDMS 的生命周期</u>。
(a) 2020 年 9 月 30 日起，AVEVA PDMS™软件已进入有限的许可支持阶段，即仅提供如下问题支持：a) 重大的客户问题；b) 数据集成问题；c) 系统安全问题。不再为该等"不受支持的软件"提供任何其他新的支持内容。
2021 年 3 月 31 日，如 AVEVA 官网（网址：http://www.aveva.com/policies）上公布的支持政策所述，该等"不受支持的软件"将进入"不活跃支持"阶段。客户有权按现状使用该等"不受支持的软件"。在"不活跃支持"期间，无论发放的许可是何种类型的，该等"不受支持的软件"都不会得到任何支持。
客户承认并接受：自 2024 年 4 月 1 日起， AVEVA PDMS™软件将开始停用且同时 AVEVA 不再为 AVEVA PDMS™或者包含 AVEVA PDMS™的捆绑许可提供任何新的或者修改现行的许可文档。
(b) 客户仅可以为了完成现有的未完成的项目或者为了维护原有的数据而继续使用所列该等"不受支持的软件"。

1.5. <u>不可退还的费用</u>。客户承认并同意，除非本协议另有明确规定，否则客户所下的产品和支持服务订单不可撤销，而且所支付的费用不可退还。

2. 许可权利。

2.1 <u>授予许可</u>。考虑到全额支付软件费用和客户遵守其在协议下的义务，AVEVA 授予客户个人不可转让、非专有、不可转授的有限许可，以根据交易文件中规定的许可模型在期限内使用交易文件中描述的软件。软件仅可由特定用户在特定地点、客户已获得软件许可证的特定设备和/或特定系统上用于客户的一般内部商业目的（正如客户在接受交易文件后提供和识别的用户、地点、设备和/或系统）。客户对用户、地点、设备和/或系统做出的任何变更应获得 AVEVA 的同意。如果交易文件未规定根据协议授予的许可有效期/期限，则该有效期/期限为自软件向客户交付之日起一（1）年。为避免疑义，未经 AVEVA 事先书面同意，客户不得允许任何第三方（交易文件中明确规定为许可用户的除外）访问或使用软件，且客户应当为任何此类未授权使用承担责任。

2.2 <u>许可限制</u>。

（a） <u>复制限制</u>。著作权法和国际条约保护软件，包括文档。未经授权复制软件、文档或其任何部分是被明确禁止的。客户应在所有软件复制件中复制相关的所有权、商标和著作权以及权利限制通知。

（b） <u>使用限制</u>。本协议仅授予客户部分使用本协议明确许可的软件权利，AVEVA 及其许可方保留所有其他权利。除协议中明确授予的外，客户不会获得任何明示或暗示的权利。除非适用法律给予客户除此限制外的更多权利，客户仅可在协议明确许可的范围内使用软件。在这种情况下，客户同意其将遵守软件中仅允许客户通过特定方式使用软件的任何技术限制。客户同意其不会，也不会允许其他人：

（i） 对软件或文档或其任何组成部分进行逆向工程、复制、反编译、再编译、反汇编、合并、修改、改编或翻译，或基于软件或文档创造衍生产品，除非（但也仅限于）（a）尽管有此限制，适用法律仍明确允许的范围，（b）AVEVA 事先书面同意，或（c）软件附随的文档明确许可；

（ii） 将软件合并到任何其他非由 AVEVA 提供的软件程序中，但（a）将该软件接入 AVEVA 为该软件公开提供的应用程序接口或（b）在附随文档定制软件的允许范围内的除外；

（iii） 移除、删除、毁坏、最小化、阻止或修改任何 AVEVA 或其许可方的标识、商标、著作权、数字水印或在软件中包含的其他声明，除非在使用 AVEVA 就该软件公开提供的应用程序接口时被许可；

（iv） 绕过软件中的任何技术限制；

（v） 尽管有此限制，制作超过协议或适用法律允许的更多软件副本；

（vi） 发布软件供其他人复制，包括软件中包含的任何应用程序接口；

（vii） 转让、转授、出租、租赁、销售、出借、分销、外包、许可分时使用或服务局使

service bureau use of, commercially exploit, make available, or assign the Software or any part thereof to any other person or entity (except as expressly permitted by the Agreement);

(viii) transfer the Software to another location or to other equipment without the prior written consent of AVEVA (except as otherwise expressly permitted pursuant to the Agreement);

(ix) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material (or to store or transmit material in violation of law or third-party privacy rights);

(x) use the Software in a way intended to avoid incurring fees or exceed usage limitations; or

(xi) use the Software to build or support, directly or indirectly, products or services competitive to the Software or any other products or services of AVEVA.

(c) Return or Destruction of Software. Upon termination or expiration of the EULA Term, Customer shall destroy or return at AVEVA's discretion to AVEVA the Software (regardless of the media upon which such Software is fixed) and any related software install kits, licences, or licensing management software. In addition to any other remedies available to AVEVA, if Customer files for bankruptcy, becomes insolvent, or makes an assignment or novation for the benefit of creditors, then Customer automatically and without further action grants to AVEVA the right to enter Customer's premises to destroy, take possession of, or remove the Software that is in Customer's possession (including deletion of such Software from any devices on which such Software is installed).

3. RECORD KEEPING, AUDITS, AND COMPLIANCE CERTIFICATES.

3.1 Record Keeping. During the EULA Term and for a period of two (2) years thereafter, Customer shall maintain complete and accurate records documenting the location and use of the Software in a manner sufficient to permit AVEVA to conduct an audit in accordance with Section 3.2 of this Agreement.

3.2 Audit Right. During the EULA Term and for a period of two (2) years thereafter, AVEVA shall be permitted to audit and/or shall be permitted to have its designee audit (at least once annually and in accordance with AVEVA's standard procedures, which may include on-site and/or remote audits of facilities, systems, records, and personnel) the usage of the Software and Customer's compliance with the Agreement. AVEVA will conduct any such audit during regular business hours. Customer shall cooperate reasonably in the conduct of such audits. Any reasonable and actual costs incurred by AVEVA for such audit shall be paid by Customer if the audit results indicate usage in excess of the licenced quantities or levels, underpayment of any fees, or breach of the Agreement.

3.3 Compliance Certificate. Within thirty (30) days of receipt of AVEVA's written request, Customer shall provide AVEVA with a signed certification of compliance with the Software licensing conditions; provided, however, that AVEVA shall not request more than one compliance certificate annually.

4. HIGH-RISK USE.

The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Unless AVEVA gives its prior written consent and is consulted regarding the specific deployment, system set-up and Software support plan, Customer has no right to use (and must not use) the Software in any application or situation where the failure of the Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High-Risk Use"). High-Risk Use does not include utilisation of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

5. LICENCE COMPLIANCE MEASURES.

AVEVA takes all legal steps to monitor Customer's and third parties' compliance with any licence and usage restrictions for AVEVA's software products (and those software products of its Affiliates). In this context, the Software may include a security mechanism (or security mechanisms) that can detect the installation or use of illegal copies of the Software, and collect and transmit data about those illegal copies. Data collected will not include any customer personal data created with the Software. By using the Software, Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. AVEVA reserves the right to use a hardware lock device, licence administration software, and/or a licence authorisation key to control access to the Software. Customer may not take any steps to avoid or defeat the purpose of any such measures. Use of any Software without any required lock device or authorisation key provided by AVEVA is prohibited. For the avoidance of doubt, Customer shall be solely responsible for its failure to comply with any licence and usage restrictions for AVEVA's software products.

6. SUPPORTING HARDWARE.

Customer must use any Supporting Hardware in accordance with AVEVA's instructions. AVEVA reserves the right to withdraw or change any Supporting Hardware in its sole discretion and at any time.

7. TRAINING

AVEVA provides its standard training for Products by telephone, fax, or email consultation. Any fees required for such training will be set forth in the applicable Transaction Document.

8. SUPPORT SERVICES/CUSTOMER FIRST SUPPORT PROGRAM. *(As Applicable)*

8.1 Support Term. Subject to Customer's payment of all applicable fees (including, but not limited to, any license fees for the Software and any fees for the Support Services), AVEVA will provide

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用、商业利用、提供或受让软件或其任何部分给任何其他人或实体（协议明确允许的除外）；

（viii）未经 AVEVA 的事先书面同意，转移软件至另一地点或其他设备（除非根据协议明确允许）；

（ix）使用软件以储存或传播侵害的、诽谤的或其他非法或侵权材料（或储存或传播违反法律或第三方隐私权的材料）；

（x）以避免产生费用或超过使用限制的方式使用软件；或

（xi）使用软件以直接或间接建立或支持与软件或 AVEVA 任何其他产品或服务相竞争的产品或服务。

（c）软件返还或销毁。EULA 期限终止或到期后，客户应销毁或向 AVEVA 返还软件（无论该软件固定在何种媒介中）以及任何相关软件安装包、许可或许可管理软件。除 AVEVA 享有的任何其他救济措施外，若客户申请破产、资不抵债或为债权人的利益进行债务转让或更替，那么客户自动而无需采取进一步行动授予 AVEVA 进入客户场所销毁、占有或删除客户持有的软件（包括从该软件安装的任何设备上删除该软件）。

3. 记录保存、审计和合规证明。

3.1 记录保存。EULA 期限内及之后两（2）年内，客户应按照足以允许 AVEVA 根据本协议第 3.2 节进行审计的方式保存记录软件地点和使用的完整且准确的记录。

3.2 审计权利。在 EULA 期限及之后的两（2）年内，AVEVA 应被允许审计和/或应允许其指定人员审计软件的使用情况（至少一年一次并根据 AVEVA 的标准程序，可能包括对设施、系统、记录和人员的现场和/或远程审计）以及客户对协议的遵守情况。AVEVA 将在正常工作时间内进行任何此类审计。客户应在此类审计中进行合理配合。如果审计结果表明超过许可数量或水平使用、少付费用或违反协议，AVEVA 因该审计而产生的任何合理和实际费用应由客户承担。

3.3 合规证明。在收到 AVEVA 的书面请求后三十（30）天内，客户应向 AVEVA 提供一份签署后的软件许可条件遵守证明；前提是，AVEVA 每年不得申请超过一次合规证明。

4. 高风险使用。

软件不具有容错性且不保证无错误或不间断运行。除非 AVEVA 事先书面同意并就特定部署、系统建立和软件支持计划征求 AVEVA 意见，客户无权（且被禁止）在软件故障可能导致任何人员死亡或严重人身伤害，或导致严重物理或环境损害的情形或应用中使用软件（"高风险使用"）。高风险使用不包括将软件用于管理目的、储存配置数据、工程和/或配置工具或其他不会因故障导致死亡、人身伤害或严重物理或环境损害的应用。

5. 许可合规措施。

AVEVA 采取所有法律措施以监控客户和第三方遵守 AVEVA 软件产品（以及其关联公司的软件产品）的任何许可和使用限制。在这种情况下，软件可能包含能够检测软件非法副本的安装或使用，并收集和传输那些非法副本数据的安全机制。收集的数据不包括使用软件产生的任何客户个人数据。通过使用软件，客户同意此等检测和收集数据，以及在检测到非法副本时传输和使用数据。AVEVA 保留使用硬件锁设备、许可证管理软件和/或许可授权密钥以控制软件访问的权利。客户不得采取任何措施来避免或破坏任何此类措施的目的。禁止在没有 AVEVA 提供的任何锁设备或授权密钥的情况下使用任何软件。为避免疑义，客户应对其未能遵守 AVEVA 软件产品的任何许可和使用限制承担全部责任。

6. 支持性硬件。

客户必须根据 AVEVA 指示使用任何支持性硬件。AVEVA 保留随时自行决定撤销或更换任何支持性硬件的权利。

7. 培训

AVEVA 通过电话、传真或电子邮件咨询为产品提供标准培训。此类培训所需的任何费用将在适用的交易文件中列出。

8. 支持服务/客户至上支持计划。*（如适用）*

8.1 支持期限。客户支付所有适用费用（包括但不限于任何软件许可费用和任何支持服务费用）前提下，AVEVA 将在支持期限内提供支持服务。支持期限内，客户购买、许可或租赁额外支持软件或商

the Support Services during the Support Term. If additional Supported Software or Goods are purchased, licensed, or leased by Customer during the Support Term, then AVEVA may require that Customer obtain Support Services for such additional Supported Software or Goods either (a) with a term prorated to expire at the same time as the Support Term or (b) for a different specified term. If Support Services are not included with the Software and Customer has not purchased Support Services, then AVEVA shall not provide to Customer any Support Services.

8.2 Expense Reimbursement. Except as otherwise agreed in writing by Customer and AVEVA, Customer shall reimburse AVEVA for expenses incurred by AVEVA to perform the Support Services, including but not limited to travel and living expenses.

8.3 Version Upgrade. The software version upgrade entitlement is a benefit to customers that enroll in the Support Services (Standard, Premium and Elite levels) and are currently licensing the most current version of software (or another preferred minimum version level). If Customer is running a non-current or non-preferred version of the Supported Software, Customer must first purchase an upgrade to the current or preferred version to access this benefit in a new agreement. AVEVA may offer incentives for Customer to purchase version upgrades.

8.4 Non-Refundable Support Fee. Customer acknowledges and agrees that any fees paid for Support Services (if any) will be non-refundable and that such fees must be paid for the full Support Term in accordance with the payment schedule set forth in the applicable Transaction Document.

8.5 Support Reinstatement for Lapsed Enrollment. If a lapse in enrollment in the Support Services occurs, then Customer may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

8.6 Support Program Levels. The Customer FIRST Program portfolio offers a wide choice of offerings to meet Customer's business requirements. Specific program level benefits are described in the Transaction Document and CFP User Guide, as applicable.

8.7 Scope of Support. AVEVA provides Support Services in accordance with the AVEVA lifecycle support policy applicable to the Supported Software and Goods. The applicable AVEVA lifecycle policy is published on the AVEVA brand support websites, and may be referenced in the Transaction Document or CFP User Guide. Although AVEVA and its "Certified Support Providers" (which are third parties retained by AVEVA to provide Support Services to Customer, including but not limited to authorised distributors and other support providers) may attempt to resolve issues arising in earlier AVEVA goods or software versions, they do not have any obligation to do so under any support level in the Support Services unless extended support for retired versions is available and purchased on a product by product basis.

8.8 Support Exclusions.

(a) Unless otherwise agreed in writing by AVEVA, AVEVA does NOT provide Support Services for Third-Party Products, including but not limited to Crystal Reports. If AVEVA does provide Support Services for Third-Party Products at Customer's written request, AVEVA's Support Services for such Third-Party Products shall be rendered "AS-IS" and without warranty of any kind and such Support Services shall be for an additional fee at AVEVA's then-current service rates.

(b) Customer shall be responsible for payment for AVEVA equipment and materials if Customer's employees, agents, consultants or contractors working on AVEVA equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, AVEVA equipment and materials will be billed to Customer at the then-current rates for such equipment and materials and Customer shall also pay AVEVA for any associated services as a result of such malfunction or failure.

(c) AVEVA and non-AVEVA system goods and software not specifically listed in the Transaction Document or CFP User Guide as covered under the support level purchased by Customer are NOT covered under the Support Services. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by AVEVA to resolve an issue involving non-listed goods, software, or equipment is chargeable to Customer at the then-current AVEVA service rates.

(d) AVEVA will NOT provide Support Services on AVEVA software or goods from or repaired by a non-AVEVA-authorised agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by AVEVA will be subject to invoicing at the then-current AVEVA service rates.

(e) Unless specifically purchased as an option under a Transaction Document and described in the Transaction Document (or CFP User Guide), planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or Third-Party Programs are NOT covered by the Support Services.

(f) Unless otherwise agreed in writing by AVEVA, Goods identified as retired phase or due to become retired under the AVEVA lifecycle support policy during the Support Term will be excluded and will NOT be supported.

(g) Supported Software identified as mature phase under the AVEVA lifecycle support policy will be supported for a maximum of one (1) year.

(h) All decisions made by Customer relating to the implementation of AVEVA's advice and recommendations are the sole responsibility of Customer. To the extent Support Services are of an advisory nature, no specific business result is assured or guaranteed.

8.9 Access to Facilities and Equipment. Customer will furnish at no cost to AVEVA suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Supported Software covered under the Support Services. AVEVA shall have full and free access to the Goods and Supported Software in order to provide any on-site corrective Support Services. Customer will identify person(s) who will interface with AVEVA or other designated support center under the terms of the Agreement. Any maintenance or repair services performed on the Goods or Supported Software by Customer or third-party personnel resulting in additional material or corrective support service requirements by AVEVA will be invoiced at then-current time and material service rates.

8.10 Remote Support Services Security. Remote Support Services communication will be conducted only by AVEVA trained specialists working in a secured area using authorised connectivity equipment with security and auto log-on features. Any work accomplished on a Customer system must be authorised by a Customer representative. Communication processors, routers, modems and other equipment used in conjunction with remote Support Services that are the

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品，则 AVEVA 可要求客户为该等额外支持软件或商品获得支持服务（A）其期限与支持期限同时到期，或（B）另一规定期限。如支持服务未包含在软件中，且客户未购买支持服务，则 AVEVA 概不向客户提供任何支持服务。

8.2 费用报销。除非客户和 AVEVA 另有书面约定，客户应补偿 AVEVA 因提供支持服务所产生的费用，包括但不限于差旅和住宿费用。

8.3 版本升级。软件版本升级权利是对于注册支持服务（标准、高级和精英级别）且目前被授权使用最新版本软件（或其他首选最低版本级别）的客户的福利。如果客户运行的是非当前或非首选版本的支持软件，客户必须首先通过购买升级到当前或首选版本以在新协议中享有此福利。AVEVA 可以为客户购买版本升级提供奖励。

8.4 不可退还的支持费用。客户承认并同意为支持服务支付的任何费用（如有）将不予退还，该等费用须按适用交易文件所规定支付时间表支付。

8.5 支持恢复失效注册。若支持服务发生注册失效，那么可能会向客户评估恢复费用。注册已经失效的时间越长，恢复费用的金额可能越高。

8.6 支持计划级别。客户至上计划产品组合提供多种选择以满足客户的商业需求。具体的计划级别福利根据情况规定在交易文件和 CFP 用户指南中。

8.7 支持范围。AVEVA 根据适用于支持软件和产品的 AVEVA 生命周期支持政策提供支持服务。适用的 AVEVA 生命周期政策发布在 AVEVA 品牌支持网站上，交易文件或 CFP 用户指南中可能有所援引。尽管 AVEVA 及其"经认证的支持提供商"（AVEVA 保留的向客户提供支持服务的第三方，包括但不限于授权经销商和其他支持提供商）可能会尝试解决 AVEVA 产品或软件较早版本中出现的问题，但是他们没有任何义务在支持服务的任何支持级别下这样做，除非客户就特定产品购买了对淘汰版本的延长支持。

8.8 支持的例外情形。

（a）除非 AVEVA 另行书面同意，AVEVA 不为第三方产品提供支持服务，包括但不限于水晶报表。如果 AVEVA 根据客户的书面请求为第三方产品提供支持服务，则 AVEVA 对此类第三方产品的支持服务应"按原样"提供，且不提供任何形式的担保，且此类支持服务应按照 AVEVA 当时的服务费率收取额外费用。

（b）如果客户的员工、代理商、顾问或承包商在处理 AVEVA 设备和材料时导致此类设备或材料发生故障或失灵，客户应负责支付该 AVEVA 设备和材料的相关费用。如果发生此类事件，该 AVEVA 设备和材料将以当时的设备和材料费率向客户收取费用，客户还应支付 AVEVA 因此类故障或失灵而导致的任何相关服务费用。

（c）未在交易文件或 CFP 用户指南中明确列为客户购买的支持级别下的 AVEVA 和非 AVEVA 系统产品和软件不在支持服务范围内。通过任何个人通信手段（包括但不限于电话、传真、邮件、电子邮件、短信、微信和网络聊天）提供的技术援助、远程连接和诊断、材料、人工或 AVEVA 提供的其他支持协助如果是为了解决涉及未列明的产品、软件或设备问题，应以当时的 AVEVA 服务费率向客户收取费用。

（d）AVEVA 不向未经 AVEVA 授权的代理商、分销商、经销商或其他第三方提供或维修的 AVEVA 软件或产品提供支持服务。如果发生任何可归咎于第三方采购材料或服务的问题，AVEVA 进行的所有工作将按照当时的 AVEVA 服务费率开具发票。

（e）除非在某项交易文件中作为某个选项被特别购买并在交易文件（或 CFP 用户指南）中提及，自定义应用程序或第三方程序的规划、安装、测试、扩展记录、修改和软件升级不包括在支持服务范围内。

（f）除非 AVEVA 另行书面同意，在支持期限内被确定为处于淘汰阶段或根据 AVEVA 生命周期支持政策即将淘汰的产品应被排除在外，并且不予支持。

（g）根据 AVEVA 生命周期支持政策被确定为处于成熟阶段的支持软件的最长支持期限为一（1）年。

（h）客户作出的与实施 AVEVA 建议和推荐有关的所有决定均由客户全权负责。支持服务仅具有咨询性质，AVEVA 不确保或保证具体的业务成果。

8.9 使用设施和设备。客户将免费为 AVEVA 提供合适且安全的工作空间、存储空间、充足的电话、照明、通风、稳压电力以及用于测试目的的插座。此类设施将与支持服务所涵盖的产品或支持软件之间保持合理的距离。为了提供任何具有纠正性质的现场支持服务，AVEVA 可以完全免费访问产品和支持软件。客户将根据协议条款识别会与 AVEVA 或其他指定支持中心对接的人员。因客户或第三方人员对产品或支持软件所进行的任何维护或维修服务而导致 AVEVA 需要提供额外材料或纠正性支持服务，将按当时的时间和材料服务费率开具发票。

8.10 远程支持服务安全性。远程支持服务通信只能由在安全区域工作的 AVEVA 经培训的专家通过使用具有安全和自动登录功能的授权连接设备进行。在客户系统上完成的任何工作必须由客户代表授权。与远程支持服务一起使用且属于 AVEVA 财产的通信处理器、路由器、调制解调器和其他设备应在产品期限终止或到期时返还至 AVEVA。

property of AVEVA shall be returned to AVEVA upon termination or expiration of the Support Term.

8.11 <u>On-Site Support Services</u>.

    (a) Support Services or travel in excess of a Normal Workday shall be invoiced at the Overtime Rate.

    (b) Unless otherwise agreed in writing by AVEVA and Customer, all on-site Support Services will be billed to Customer at the then-current AVEVA service rates. Customer agrees that a minimum of four (4) hours will be charged by AVEVA where hourly rates are applicable and a minimum of one (1) day will be charged by AVEVA where daily rates are applicable for service and travel time.

    (c) When shift work other than the Normal Workday is required, the Overtime Rate shall apply.

    (d) Support Service time committed in advance by AVEVA on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

    (e) Unless the AVEVA representative has been released from the job site, or has completed his assignment, the Customer will pay AVEVA charges computed as if the AVEVA representative was working a normal work week (five Normal Workdays), regardless of whether or not the representative is prevented from working due to delays beyond his control.

    (f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

    (g) Standby time is defined as that time during which an AVEVA representative is requested to remain in readiness and available for Support Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside of Normal Working Hours, the Overtime Rate will apply. Standby time will be added to time actually worked for the computation of overtime charges, etc.

    (h) AVEVA representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. AVEVA representatives shall comply with all reasonable policies, procedures, and rules given to such representatives in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost. Additionally, AVEVA reserves the right in its sole discretion to remove or replace representatives performing on-site Support Services.

    (i) AVEVA representatives are authorised to act only in a consulting capacity and are not authorised or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

    (j) Unless otherwise agreed in writing by AVEVA, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at AVEVA's then-current list prices.

8.12 <u>Support for Brands</u>. All software licences and Goods for a given AVEVA brand (including but not limited to Avantis, SimSci, Wonderware, OASyS DNA and SimSuite Pipeline™) at a participating site must be covered under the Support Services during the entire license term.

8.13 <u>Customer Approval</u>. If the Support Services require AVEVA or its representatives to update, modify, or otherwise interact with Customer's sensitive or critical systems, equipment, software, or programs, then Customer, at AVEVA's request, must approve any updates, modifications, or interactions with such systems, equipment, software, or programs.

9. WARRANTIES.

9.1 <u>Limited Software Warranty</u>. AVEVA warrants for a period of ninety (90) days following delivery of the Software that the Software will be free from material error that would substantially affect Customer's Use of the Software. During the warranty period and without charge to Customer, AVEVA may: (i) replace defective media and/or (ii) use commercially reasonable efforts to provide modifications or fixes with respect to any material error in the Software in a reasonably timely manner (or provide Customer with alternative Software that does not contain the material error). However, if AVEVA is unable to make the Software operate as warranted and does not provide Customer with alternative Software, then AVEVA will refund the unused portion of the licence fees paid to AVEVA for the defective Software and the licence for such defective Software will terminate. This is Customer's sole and exclusive remedy for a breach of this warranty. Notwithstanding the foregoing, this warranty shall not apply if such material error was caused or arises from: (i) Customer's installation of the Software or misuse of the Software; (ii) modification or repair to the Software other than as expressly permitted by the Agreement; (iii) use or maintenance of the Software in a manner or environment inconsistent with the Documentation; (iv) anything Customer provides or designs including configurations, instructions, or specifications; or (v) the combination of the Software with a product, software, service, or technology not authorised by AVEVA.

9.2 <u>Limited Support Warranty</u>. AVEVA will perform the Support Services in a professional manner and warranted for a period of ninety (90) days from the date of Support Service. AVEVA warrants that any parts for Goods which are supplied while performing Support Services under the Agreement, will be free from material defects for a period of ninety (90) days following delivery of such parts. Additionally, AVEVA warrants that any Supported Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Support Services under the Agreement, will be free from material defects for a period of ninety (90) days following delivery of such Supported Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, Customer's exclusive remedy, and AVEVA's entire liability, shall be the reperformance of the Support Services or repair or replacement of such parts, Supported Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes.

9.3 <u>Pre-Production Releases and Trial Software</u>. As an accommodation to Customer, AVEVA may provide Customer from time to time a Pre-Production Release of the Software or Trial Software. All such Pre-Production Releases and Trial Software are provided strictly on an "as-is" basis and for internal, non-commercial purposes and AVEVA disclaims all warranties, express or implied,

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8.11 <u>现场支持服务</u>。

    （a）超过某个正常工作日的支持服务或差旅应按超时费率开具发票。

    （b）除非 AVEVA 和客户另有书面约定，所有现场支持服务将以当时的 AVEVA 服务费率向客户收取费用。客户同意，AVEVA 对小时费率收取至少四（4）小时费用，对服务和差旅时间的每日费率收取至少一（1）天费用。

    （c）如需要正常工作日以外的轮班工作，应适用超时费率。

    （d）AVEVA 根据预先规定的天数而预先承诺的支持服务不应被视为包括超时或轮班工作。如果此类预先承诺需要超时或轮班工作，则应当减少预先承诺的预定时间。

    （e）除非 AVEVA 代表已从工作现场离开或已完成其任务，客户将按照 AVEVA 代表正常工作一周（5 个正常工作日）的方式计算和支付费用，无论该代表是否因其无法控制的延误而无法工作。

    （f）从工作现场离开后，代表可以返还其起始点，并可向客户收取差旅时间和费用。

    （g）待命时间被定义为要求 AVEVA 代表保持准备状态并在客户方便时开始提供支持服务的时间。无论代表是否在工作现场，这段时间都应视为工作时间，并且将向客户收取相应的费用。如果待命时间超出正常工作时间，则应适用超时费率。在计算超时费用等费用时，待命时间将作为实际工作时间计算。

    （h）AVEVA 代表保留拒绝在危险条件下工作的权利。使用要维修的设备所需的所有脚手架和索具应由客户或第三方设置并由其承担费用，并应符合合理的安全要求。AVEVA 代表应遵守以书面形式向其提供的所有合理政策、程序和规则。但是，除标准安全帽外客户规定要求的任何防护服或设备均应由客户自行提供，并由其承担所有费用。此外，AVEVA 有权自行免除或替换履行现场支持服务的代表。

    （i）AVEVA 代表仅被授权以咨询身份行事，且未获授权或许可操作设备。操作设备的所有责任应由客户或第三方承担。

    （j）除非 AVEVA 另行书面同意，在不属于质保相关的服务指令中确定需要更换的所有部件应按 AVEVA 当时的定价开具发票。

8.12 <u>品牌支持</u>。在参与地点的给定 AVEVA 品牌（包括但不限于 AVANTIS, SIMSCI, WONDERWARE, OASYS DNA 和 SIMSUITE PIPELINE™）的所有软件许可和产品在许可期限内必须被支持服务所涵盖。

8.13 <u>客户批准</u>。如果支持服务要求 AVEVA 或其代表更新、修改或以其他方式与客户的敏感或关键系统、设备、软件或程序进行交互，则客户必须根据 AVEVA 的要求批准对此类系统、设备、软件或程序的任何更新、修改或交互。

9. 质量保证。

9.1 <u>有限的软件质量保证</u>。AVEVA 保证在软件交付后九十（90）日内不会出现对客户使用软件造成严重影响的重大错误。在质量保证期内且免于向客户收费的前提下，AVEVA 可以：（I）更换有缺陷的介质；和/或（II）使用商业上的合理努力并以合理及时的方式提供有关软件中任何重大错误的修改或修复（或为客户提供不包含重大错误的替代软件）。但是，如果 AVEVA 无法使软件按照质量保证运行且未向客户提供替代软件，则 AVEVA 将退还向 AVEVA 支付的未使用的有缺陷软件的许可费，且此类有缺陷软件的许可将终止。此类因 AVEVA 违反本质量保证所能获得的唯一且排他的救济。尽管有上述规定，如果由于以下原因导致或产生此类重大错误，则本质量保证不适用：（I）客户安装或滥用软件；（II）在协议未明确许可的范围内对软件进行修改或维修；（III）以与文档不一致的方式或环境使用或维护软件；（IV）客户提供或设计的任何内容，包括配置、说明或规格；或（V）软件与未经 AVEVA 授权的某项产品、软件、服务或技术组合。

9.2 <u>有限的支持保证</u>。AVEVA 将以专业的方式履行支持服务，并保证自支持服务之日起九十（90）日保修。AVEVA 保证在履行协议项下支持服务时提供的产品的任何部件在交付后的九十（90）日内不会出现重大瑕疵。此外，AVEVA 保证在履行协议项下支持服务时提供的任何支持软件的更新、补丁、服务包、快速修复、快速自定义或纠正修复将在交付后的九十（90）日内不会出现重大瑕疵。针对任何违反此类保证的行为，客户的排他救济和 AVEVA 的全部责任应为重新履行支持服务或维修或替换此类部件、支持软件更新、补丁、服务包、快速修复或快速自定义。

9.3 <u>预生产发布和试用软件</u>。为客户提供便利，AVEVA 可能会不时地向客户提供软件的预生产发布或试用软件。所有此类预生产发布和试用软件均严格按"原样"提供并用于内部非商业目的，AVEVA 对所有预生产发布和试用软件（包括本第 9 节规定的保证）不作任何明示或暗示的质量保证。如果

for all Pre-Production Releases and Trial Software (including the warranty set forth in this Section 9). If AVEVA provides Customer with Trial Software, Customer may not use the Trial Software for more than thirty (30) days from the date of delivery of the license file for such Trial Software and must delete such Trial Software following such thirty (30) day period (and such license to use the Trial Software shall cease).

9.4 <u>Disclaimer of all Other Warranties</u>. Except for the express representations and warranties set forth in the agreement (including any applicable schedules), AVEVA and its licensors disclaim all other warranties, representations, or statements, whether express, implied or statutory including, without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived. No oral or written information or advice given by AVEVA, its dealers, distributors or agents or employees shall create a warranty or in any way increase the scope of the warranties set forth in the agreement and customer may not rely on any such information or advice. AVEVA does not warrant that the products or services will meet customer's requirements, that the products or services will operate in combinations other than as specified in AVEVA's documentation (as applicable), that the operation of the products or services will be uninterrupted or error-free or that the products or services will protect against all possible security threats, internet threats or other threats or interruptions. the products and services are provided on an "**as is**" and "**as available**" basis and may be subject to transmission errors, delivery failures, delays and other limitations inherent in the use of the internet and electronic communications.

10. CUSTOMER OBLIGATIONS.

10.1 <u>Cooperation of Customer</u>. AVEVA's performance depends upon Customer's timely and effective cooperation, including providing AVEVA with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. AVEVA will not be liable for any failure to perform Support Services under the Agreement to the extent that the failure is caused by Customer's lack of cooperation. AVEVA may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

10.2 <u>Malicious Code</u>. Customer (i) will use commercially reasonable efforts to ensure that Customer's computer systems and information technology environment are free of viruses, adware, spyware, malware, rootkits, keyloggers, time or logic bombs, trojan horses, worms, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such system ("**Malicious Code**") and (ii) will not transmit any Malicious Code to AVEVA during any electronic interconnection by any means.

11. BENCHMARKS.

Customer will not disclose the results of any benchmark tests on the Software run by Customer outside of Customer's organisation without the prior written consent of AVEVA.

12. INTELLECTUAL PROPERTY RIGHTS.

12.1. <u>AVEVA Ownership</u>. All Intellectual Property Rights in and to the Products, design contributions, related knowledge or processes, and any update, upgrade, modification, enhancement or derivative works of the foregoing, regardless whether or not solely created by AVEVA or jointly with the Customer, shall belong to, and vest in, AVEVA or, as applicable, its licensors. All rights not expressly granted to Customer are reserved to AVEVA or, as applicable, its licensors.

12.2. <u>Rights to Customer Content</u>. Customer retains all right, title, and interest in and to the Customer Content. During the Term, Customer hereby grants to AVEVA and its Affiliates a global, royalty-free, irrevocable, sub-licensable, non-exclusive licence to use, copy, distribute, modify, display, and perform the Customer Content as necessary for AVEVA to perform its obligations under the Agreement.

12.3. <u>Non-Assertion of Rights</u>. Customer covenants, on behalf of itself and its successors and assigns, not to assert against AVEVA, its Affiliates or licensors, any rights, or any claims of any rights, in any Products or Documentation, and Customer hereby voluntarily waives any right to demand from AVEVA, its Affiliates or licensors any rights to any Products or Documentation, except the rights which are expressly granted to Customer under the Agreement.

12.4. <u>Suggestions and Residual Knowledge</u>. AVEVA shall have all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to, and the unrestricted royalty-free right to use and incorporate into the Products, any suggestions, enhancement requests, recommendations or other feedback provided by Customer, relating to the Products. Furthermore, Customer acknowledges and agrees that AVEVA is free to use its general knowledge, skills and experience, and any ideas, concepts, know-how and techniques, related to or derived from the performance of the Agreement (including any Products).

13. CONFIDENTIALITY.

13.1. <u>Confidential Information</u>. From time to time, either Party (the "<u>**Disclosing Party**</u>") may disclose or make available to the other Party (the "<u>**Receiving Party**</u>"), whether orally or in physical form, confidential or proprietary information of or in the possession of the Disclosing Party (including confidential or proprietary information of a third party that is in the possession of the Disclosing Party) in connection with the Agreement. The term "<u>**Confidential Information**</u>" means any and all information in any form that Disclosing Party provides to Receiving Party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. For the avoidance of doubt, Confidential Information includes any Products and any information pertaining to such Products (including, but not limited to, any user manuals, mathematical techniques, correlations, concepts, designs, specifications, listings, and other Documentation, whether or not embedded on a device or another form of media). Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the

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AVEVA 向客户提供试用软件，则客户使用此类试用软件不应超过交付此类试用软件许可文件之日后三十（30）日，并且必须在三十（30）日后删除此类试用软件（并且试用软件的许可应终止）。

9.4 所有其他保证的免责声明。除协议（包括任何适用的附录）中明示的陈述和保证外，AVEVA 及其许可方不承担任何其他明示、暗示或法定的保证、陈述或声明，包括但不限于任何暗示的适销性保证或适用于特定目的的保证，但法律规定的任何不得有效免除的保证不在此列。AVEVA、其交易商、经销商、代理商或雇员提供的任何口头或书面信息或建议均不构成保证或以任何方式扩大协议中约定的保证范围，且客户不得依赖于任何此类信息或建议。AVEVA 不保证产品或服务将满足客户的要求；即当产品或服务在与除 AVEVA 文件（如适用）中明确规定之外的组合运行时，不能保证产品和服务的运行不会中断、无错误；或产品或服务将保护不受到所有可能的安全威胁、互联网威胁或其他威胁或中断。产品和服务按"**现状**"和"**现有**"基础提供，可能会在使用互联网和电子通信时传输错误、传递失败、延迟或受到其他限制。

10. 客户义务

10.1 客户合作。AVEVA 的履行取决于客户及时且有效的合作，包括向 AVEVA 提供合理的设施，及时获取适当的数据和信息，及时的决策和批准以及适当熟练的客户人员。在由于客户缺乏合作导致 AVEVA 未能提供协议下支持服务的范围内，AVEVA 不承担任何责任。AVEVA 可依赖于客户提供的数据、材料以及其他信息的准确性和完整性，无需任何独立调查或验证。

10.2 恶意代码。客户（I）将尽商业合理的努力确保客户的电脑系统和信息技术环境没有病毒、广告软件、间谍软件、恶意软件、木马、键盘记录器、时间或逻辑炸弹、特洛伊木马、蠕虫或其他会删除数据或程序，感染、干扰、损坏、破坏或关闭电脑系统或该系统的任何组成部分的电脑指令、设备或技术（"**恶意代码**"）以及（II）不会使用任何方式在任何电子互联中将任何恶意代码传输给 AVEVA。

11. 基准。

未经AVEVA事先书面同意，客户不得披露在客户机构外由客户运行的软件的任何基准测试结果。

12. 知识产权。

12.1. <u>AVEVA 的所有权</u>。产品、设计条件、相关知识或流程及其任何更新、升级、修改、改进或衍生作品的全部知识产权，无论是由 AVEVA 单独创造或与客户共同创造的，均应属于或归属 AVEVA 或其许可人（如适用）。未明确授予客户的所有权利由 AVEVA 或其许可人（如适用）保留。

12.2. <u>客户内容权利</u>。客户保留对客户内容的所有权利和利益。在期限内，客户特此授予 AVEVA 及其关联公司为 AVEVA 履行其在协议项下的义务所必要的、在全球范围内的、免许可费、不可撤销、可转授、非专有许可，以便 AVEVA 使用、复制、传播、修改、显示和执行客户内容。

12.3. <u>不主张权利</u>。客户代表其自身及其继承人和受让人承诺，不得向 AVEVA、其关联公司或许可人主张任何权利，或就任何产品或文档中的任何权利提出任何主张，且客户特此自愿放弃任何就任何产品或文档的任何权利向 AVEVA 提出要求的权利，但在协议项下明确授予客户的权利除外。

12.4. <u>建议与知识剩余</u>。AVEVA 应拥有全部权利和利益，包括但不限于对产品的全部知识产权，及不受限制且免许可费地使用产品并将客户提出的与产品相关的任何建议、增强请求、推荐或其它反馈纳入产品之中的权利。此外，客户承认并同意，AVEVA 可自由使用其一般知识、技能和经验以及与执行协议（包括任何产品）相关或衍生的任何想法、概念、专有技术和技巧。

13. 保密。

13.1. 保密信息。任何一方（"<u>**披露方**</u>"）可能以口头或实务形式不时向另一方（"<u>**接收方**</u>"）披露或提供与协议有关的、披露方的或披露方拥有的保密或专有信息（包括披露方拥有的第三方的保密或专有信息）。"<u>**保密信息**</u>"是指披露方在协议履行过程中向接收方提供的任何形式的任何和全部信息，并且该等信息（I）已被标记为保密；或（II）一般人在类似情况下会认为具有保密性。为避免疑问，保密信息包括任何产品和与该产品有关的任何信息（包括但不限于任何用户手册、数学技术、相关分析、概念、设计、规格、列表和其他文档，无论是否嵌入在设备或其它形式的媒介上）。尽管有上述规定，保密信息（尽管标记为保密）不应包括接收方可表明为以下任一情形的任何信息：（A）非因接收方违反协议而已经普遍为公众可用的；（B）在披露方向接收方披露之前已经为接收方所知悉的；（C）从第三方收到的，且不违反对披露方的任何保密义务或侵犯披露方其他权利，或（D）接收方不依赖从披露方收到的任何保密信息而独立开发的。

Receiving Party can show (a) is or has become generally available to the public without breach of the Agreement by the Receiving Party, (b) became known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party, (c) was received from a third party without breach of any nondisclosure obligations to the Disclosing Party or otherwise in violation of the Disclosing Party's rights, or (d) was developed by the Receiving Party independently of any Confidential Information received from the Disclosing Party.

13.2. <u>Confidentiality Obligations</u>. Each Party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each Party agrees to (i) protect the Confidential Information received from the Disclosing Party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; and (ii) use the Confidential Information received from the Disclosing Party solely for the purpose of the Agreement. Upon termination of the Agreement or upon written request submitted by the Disclosing Party, whichever comes first, the Receiving Party shall return or destroy, at the Disclosing Party's choice, all of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, AVEVA shall not be required to return or destroy any such Confidential Information if such return or destruction is impracticable or technically infeasible. Except with respect to its Affiliates, employees, contractors, or agents who need to know Confidential Information in order to support the performance of such Party's obligations related to the Agreement, and who are contractually bound by confidentiality obligations that are at least as protective as those contained in the Agreement, neither Party shall, disclose to any person any Confidential Information received from the Disclosing Party without the Disclosing Party's prior written consent. The Receiving Party will be responsible for any breach of this Section 13 (Confidentiality) by its Affiliates, employees, contractors, and agents and any third party to whom it discloses Confidential Information in accordance with this Section 13 (Confidentiality). Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided, that, if permitted by applicable law, the Receiving Party shall first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure. Notwithstanding anything to the contrary contained in this Agreement, Customer authorizes AVEVA to collect, use, disclose, and modify in perpetuity information or data (including, but not limited to, general usage information and measurements) that is provided by Customer in connection with the use or receipt of the Products (or generated or created in the course of AVEVA providing the Products) for the purposes of developing, improving, optimizing, and delivering Products; provided, however, that any disclosure of such data shall only include information or data that AVEVA develops or derives from such collected data or information (but such disclosure will not include the actual underlying Confidential Information of Customer).

13.3. <u>Press Releases and Client List Reference</u>. Neither Party shall issue any press release concerning the other Party's work without the other Party's consent. Notwithstanding the foregoing, AVEVA may identify Customer as a client of AVEVA and use Customer's name and logo and release an announcement regarding the award of the Agreement and AVEVA is hereby granted a licence for the term of the Agreement to use Customer's name and logo for this purpose from time to time as needed. AVEVA may generally describe the nature of the work in AVEVA's promotional materials, presentations, case studies, qualification statements, and proposals to current and prospective clients.

14. DATA PROTECTION.

14.1. <u>Customer Content</u>. Customer is responsible for the Customer Content and entering it into the Products. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content, and for obtaining all rights related to Customer Content required in connection with the performance, receipt or use of the Products. Customer will collect and maintain all Personal Data contained in the Customer Content in compliance with the Data Protection Legislation and the GDPR and Data Processing Addendum (if applicable).

14.2. <u>Security</u>. Customer will maintain reasonable security standards for the use of the Products by users. Customer is solely responsible for determining the suitability of the Products for Customer's business processes and for complying with all applicable legal requirements regarding Customer Content and its use of the Products. Customer will provide reasonable assistance required in connection with the provision of the Products and the support by AVEVA. Customer acknowledges and agrees that Customer's reasonable assistance is a necessary precondition for AVEVA's correct performance of its obligations under the Agreement. Customer bears all consequences and costs resulting from breach of its duties.

15. LIMITATION OF LIABILITY.

15.1. <u>Consequential Damages</u>. In no event shall AVEVA be liable for (a) any indirect, incidental, consequential, exemplary, special, punitive or similar damages or (b) loss of business, profits, or revenue, loss, corruption or destruction of data, business interruption, or downtime, in each case arising out of or related to the Agreement, regardless of the cause of action or basis of liability (whether in contract, tort, indemnity, or otherwise), and even if advised of the possibility of such damages.

15.2. <u>Damages Cap</u>. The aggregate liability of AVEVA to Customer for any loss or damage arising under or in relation to the Agreement, regardless of the basis of liability (whether arising out of liability under breach of contract (including under any indemnity), tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties arising from any breach of the Agreement) shall not exceed the fees paid by Customer pursuant to the applicable Transaction Document for the specific Product or Service giving rise to such liability in the twelve (12) month period preceding the date of the incident giving rise to the claim. The provisions of this Section 15 allocate the risks between AVEVA and Customer, and AVEVA's pricing reflects this allocation of risk and the limitation of liability specified herein. Notwithstanding the foregoing, nothing in the Agreement shall limit or exclude AVEVA's liability for (i) fraud, (ii) death or personal injury caused by negligence, or (iii) any

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13.2. <u>保密义务</u>。已披露保密信息的任意一方或第三方保留对其保密信息的所有权。任意一方同意（I）以与保护其专有和保密材料相同的方式保护从披露方收到的保密信息，但在任何情况下都不得低于合理谨慎的程度；（II）仅为协议之目的使用从披露方收到的保密信息。在协议终止或披露方提交书面请求时（以在先者为准），接收方应当，根据披露方的选择，将披露方的所有保密信息退回或销毁。尽管有上述规定，如果归还或销毁任何此类机密信息不可行或在技术上不可行，则 AVEVA 无需归还或销毁此类机密信息。除了需要了解保密信息以支持一方履行其与本协议相关的义务的关联公司、员工、承包商或代理商，且该等人士已在合同上受到至少与本协议所含内容一样严格的保密义务限制，未经披露方事先书面同意，任何一方不得向任何人披露从披露方收到的任何保密信息。接收方将对其关联公司、员工、承包商和代理商以及根据第 13 节（保密）向其披露保密信息的任何第三方违反本第 13 条（保密）的行为负责。尽管有上述规定，接收方可以根据法院或政府机关的命令披露保密信息，但条件是，如果适用法律允许，接收方应首先将该命令通知披露方并向披露方提供寻求与该披露有关的保护令的机会。尽管本协议中有相反规定，客户授权 AVEVA 收集、使用、披露和修改客户所提供的产品相关永久性信息或数据（包括但不限于一般使用信息和度量），旨在开发、改进、优化和交付产品而使用或接收产品（或在 AVEVA 提供产品过程中生成或创建的产品），但前提是披露任何该等数据应仅包括信息或 AVEVA 从收集相关数据或信息中开发或衍生的数据（但相关披露将不包括客户基本实际机密信息）。

13.3. <u>媒体发布和客户列表引用</u>。未经另一方同意，任何一方不得就另一方的工作作出任何媒体发布。尽管有上述规定，AVEVA 可以将客户识别为 AVEVA 的客户并使用客户的名称和标志并发布有关协议签订的公告，AVEVA 特此被授予一项在协议期限内根据需要使用客户名称和标志的许可。AVEVA 可以在 AVEVA 的宣传材料、演示文稿、案例研究、资格陈述以及对现有和潜在客户的建议书中笼统描述工作性质。

14. 数据保护。

14.1. <u>客户内容</u>。客户对客户内容负责并负责将其输入产品中。客户对客户内容的准确性、质量、完整性、合法性、可靠性和适当性以及为履行、接受或使用产品之需而获取的与客户内容相关的所有权利全权负责。客户将根据数据保护立法以及 GDPR 和数据处理附录（如适用）收集和维护客户内容中包含的所有个人数据。

14.2. <u>安全</u>。客户将就用户使用产品维持合理的安全标准。客户全权负责确定产品是否适合客户的业务流程，以及遵守有关客户内容以及其使用产品的所有有适用法律的要求。客户将就 AVEVA 提供产品和支持提供所需要的合理协助。客户认可并同意，客户的合理协助是 AVEVA 正确履行其协议项下义务的一项必要先决条件。客户应当承担因其违反其职责而导致的所有后果和费用。

15. 责任限制。

15.1. <u>间接损失</u>。不论出于何种诉因或承担责任的依据（根据合同、侵权行为、赔偿或其他方面），即使 AVEVA 得知可能会发生此类损害，但在任何情况下，AVEVA 均不对由本协议引起或与之相关的（A）任何间接、偶发性、继发性、惩戒性、特殊性、惩罚性或类似损害，或（B）业务、利润和收入损失、数据丢失、损坏或损毁、业务中断或者停机时间承担责任。

15.2. <u>损害赔偿上限</u>。AVEVA 对客户因协议产生或与协议有关的任何损失或损害承担的总责任，无论基于何种责任基础（无论是基于违约（包括任何赔偿）、侵权（包括但不限于疏忽）、虚假陈述、违反法定义务、违反保证或因违反协议产生的第三方索赔而导致），不得超过客户根据适用交易文件就其项下特定产品或服务在导致产生该索赔的事件发生之日前十二（12）个月期间内支付的费用。本第 15 条的规定分配了 AVEVA 与客户之间的风险，且 AVEVA 的定价反映了该等风险分配和本节规定的责任限制。尽管有上述规定，本协议中的任何内容均不得限制或免除 AVEVA 对下列行为的责任：（I）欺诈，（II）过失造成的死亡或人身伤害，或（III）法律上不可免除或限制的任何责任。

liability to the extent such liability may not be excluded or limited as a matter of law.

16. INDEMNIFICATION.

16.1. Indemnification by AVEVA. AVEVA shall defend, indemnify, and hold harmless Customer against claims brought against Customer by any third party alleging that Customer's use of the Products, in accordance with the terms and conditions of the Agreement, constitutes an infringement of a patent or copyright, or misappropriation of a trade secret of a third party. AVEVA will pay damages finally awarded to the third party (or the amount of any settlement AVEVA enters into) with respect to such claims. This obligation of AVEVA shall not apply if the alleged infringement or misappropriation results from: (a) use of the Products in conjunction or combination with any other software, services, or any product, data, item, or apparatus that AVEVA did not provide to Customer (including any Third-Party Services or Third-Party Products); (b) anything Customer provides or designs including configurations, instructions, or specifications (including any Products that were provided pursuant to Customer's designs, drawings, or specifications); (c) a modification of a Product other than with AVEVA's prior written consent; (d) Customer's failure to use the latest release or version of a Product (including any corrections or enhancements) where such use would have prevented the infringement or misappropriation claim; or (e) any use, storage, distribution, reproduction, or maintenance not permitted by the Agreement. If AVEVA believes, in its reasonable opinion, that a claim under this Section 16 could or is likely to be made, AVEVA may cease to offer or deliver such Products without being in breach of the Agreement.

16.2. Infringement Remedies. In the event a claim under Section 16 is made and such Product is held to infringe a third party's patent or copyright, or misappropriate a trade secret, then AVEVA may, at its sole option and expense: (a) procure for Customer the right to continue using the Product under the terms of the Agreement or (b) replace or modify the Product to be non-infringing without a material decrease in functionality. If these options are not reasonably available, AVEVA or Customer may terminate the Agreement upon written notice to the other and Customer shall immediately cease using or shall return the infringing Product. The provisions of this Section 16.2 state the sole, exclusive, and entire liability of AVEVA to Customer, and is Customer's sole remedy, with respect to third-party claims covered by Section 16.1.

16.3. Indemnification by Customer. Customer shall defend, indemnify, and hold harmless AVEVA and its Affiliates (and each of their licensors) and each of their respective officers, directors, contractors, agents, or employees ("**AVEVA Indemnitees**") against claims brought against AVEVA Indemnitees by any third party arising from or related to: (a) any use of the Products by Customer in violation of the Agreement or any applicable law or regulation; (b) any Customer Content; (c) an allegation that any material provided by Customer violates, infringes, or misappropriates the Intellectual Property Rights of a third party; (d) claims brought against AVEVA by any third party arising (i) from or related to AVEVA's use of or access to Third-Party Products or Customer's software, machines, equipment, systems, information technology environment, or premises in connection with the provision of the Support Services; and (ii) out of Customer's use of the Software in connection with any High-Risk Use; and (d) all costs, damages, liabilities, and expenses incurred by AVEVA if Malicious Code is transmitted by or through Customer to AVEVA. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its named users or by the conduct of a third party using Customer's access credentials.

16.4. Indemnification Requirements. The indemnification obligations under this Section 16 are conditioned on: (a) the Party against whom a third-party claim is brought timely notifying the other Party in writing of any such claim, provided however that a Party's failure to provide or delay in providing such notice shall not relieve a Party of its obligations under this Section 16 except to the extent such failure or delay prejudices the defence; (b) the Party who is obligated to defend a claim having the right to fully control the defence of such claim; (c) the Party against whom a third-party claim is brought reasonably cooperating in the defence of such claim; and (d) Customer complying with AVEVA's direction to cease any use of the Products which in AVEVA's reasonable opinion, is likely to constitute an infringement or misappropriation. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the Party against whom the claim is brought, provided however that AVEVA may settle any claim on a basis requiring AVEVA to substitute for the Products any alternative substantially equivalent non-infringing Products. AVEVA shall not be responsible for any settlement made without its consent. The Party against whom a third-party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the Party obligated to defend claims. Neither Party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other Party's rights.

17. TERM AND TERMINATION.

17.1. EULA Term. The initial term of this EULA shall commence on the effective date specified in the Transaction Document (the "**EULA Effective Date**") and continue thereafter until: (a) the end of the term of the Transaction Document as specified in the Transaction Document; (b) if specified in the Transaction Document, delivery of the Products in accordance with the Transaction Document; or (c) earlier termination by either Party in accordance with this Section 17 (Term and Termination) (the "**EULA Term**").

17.2. Termination for Material Breach. Either Party may terminate the EULA or the Transaction Document for cause if the other Party commits a material breach of the EULA or the Transaction Document (including, without limitation, a delay in Customer's payment of any money due under the Transaction Document) and fails to cure such breach within thirty (30) days (or with respect to Customer's payment failure, within ten (10) days) of receipt of a notice of default from the non-defaulting Party.

17.3. Termination for Financial Deterioration. Either Party may terminate the EULA immediately if the

16. 损害赔偿。

16.1. AVEVA 的赔偿责任。AVEVA 应保护、赔偿并使客户免受任何第三方向客户提出的主张客户根据协议条款和条件使用产品构成对专利或版权的侵权或对第三方商业秘密的不当使用而导致的索赔。AVEVA 将就此类主张支付最终判定给第三方的赔偿金（或 AVEVA 与第三方约定的任何和解金额）。如果该等主张的侵权或不当使用是由以下原因引起的，则上述 AVEVA 义务不适用：（A）将产品与非由 AVEVA 向客户提供的任何其他软件、服务或任何产品、数据、项目或设备结合使用或组合使用（包括任何第三方服务或第三方产品）；（B）由客户提供或设计的任何内容，包括配置、说明或规格（包括根据客户的设计、图纸或规格提供的任何产品）；（C）未经 AVEVA 事先书面同意对产品进行修改；（D）客户未能使用最新发布或最新版本（包括任何更正或改进）的产品，而如果使用最新发布或最新版本可以防止侵权或不当使用的索赔；或（E）协议不允许的任何使用、储存、分布、复制或维护。如果 AVEVA 有合理理由认为本第 16 节约定的索赔将会或可能会被提出，AVEVA 可以在不违反协议的情况下中止提供或交付此类产品。

16.2. 侵权救济。如第 16 条约定的索赔情形发生且该产品被认定侵犯第三方专利、著作权或不当使用商业机密，则 AVEVA 可自行选择并自负费用：（A）促使客户取得根据协议条款继续使用产品的权利；或（B）更换或修改产品，使其不具有侵权情形且功能不发生实质性减损。如果上述方式无法合理适用，AVEVA 或客户可以书面通知另一方解除协议，客户应立即停止使用或退回侵权产品。本第 16.2 条的约定列明了 AVEVA 对客户承担的唯一、排他和全部的责任，并且是客户就第 16.1 条所述第三方索赔的唯一救济。

16.3. 客户的赔偿责任。客户应对任何第三方针对 AVEVA 及其关联公司（及其每个许可方）以及其高级职员、董事、承包商、代理人或员工（"**AVEVA 受偿方**"）因下列顸出或与之相关的索赔提供保护、赔偿并使 AVEVA 受偿方免受损害：（A）客户违反协议或任何适用法律或法规使用任何产品或服务；（B）任何客户内容；（C）主张客户提供的资料违反、侵犯或不当使用第三方的知识产权；（D）任何第三方（I）由于 AVEVA 使用或访问第三方产品或客户的软件、机器、设备、系统、信息技术环境或与提供支持服务有关的场所；以及（II）由于客户使用与任何高风险使用相关的软件而对 AVEVA 提出索赔；以及（D）如果客户向 AVEVA 传送或通过客户向其传送恶意代码，导致 AVEVA 招致各种成本、损害赔偿、责任和费用。无论此类损害赔偿是由客户和/或其指定用户的行为或由第三方使用客户的访问凭证的行为引起，均应适用上述规定。

16.4. 赔偿要求。本第 16 节规定的赔偿义务的前提条件是：（A）第三方索赔所针对的当事一方及时以书面形式通知另一方任何此类索赔，若一方未能提供或迟延提供此类通知，亦不得免除该方根据第 16 节约定应承担的义务，但因该等未能通知或迟延通知行为导致抗辩受到影响的部分除外；（B）有义务为索赔进行抗辩的一方有权完全控制针对该索赔的抗辩；（C）第三方索赔所针对的当事一方合理配合索赔抗辩；并且（D）客户遵守 AVEVA 的指示停止使用 AVEVA 合理认为可能构成侵权或不当使用的任何产品。任何索赔的任何和解均不应当为第三方索赔所针对的当事一方设定财务或特定履约义务，或令该方承认负有责任，但 AVEVA 可以要求 AVEVA 提供与产品实质相同的非侵权替代产品的方式对索赔进行和解。AVEVA 不对任何未经 AVEVA 同意的和解承担任何责任。第三方索赔所针对的当事一方可以自担费用聘请令负责进行抗辩的一方合理接受的顾问出庭。任何一方均不得采取任何有损于另一方权利的行动来回应任何侵权或不当使用，或涉嫌侵权或不当使用。

17. 期限及解除。

17.1. EULA 期限。本 EULA 的初始期限应自交易文件中约定的生效日期（"**EULA 生效日期**"）开始，并持续至：（A）交易文件中约定的交易文件的期限结束；（B）（如果交易文件中有约定）根据交易文件交付产品之时；或（C）任何一方根据本第 17 条（期限及解除）提前解除（"**EULA 期限**"）。

17.2. 实质违约解除。如果一方实质性违反 EULA 或交易文件（包括但不限于客户迟延支付根据交易文件项下的任何到期款项），且未能于收到守约方的违约通知后三十（30）日内（或就客户的未付款而言，在十（10）日内）改正其违约行为，另一方可因此解除 EULA 或交易文件。

17.3. 财务恶化解除。如果一方申请破产，停止经营或面临停止经营威胁，资不抵债或为债权人的利益而

other Party files for bankruptcy, ceases or threatens to cease carrying on business, becomes insolvent, or makes an appointment, assignment or novation for the benefit of creditors.

作出指定、转让或变更债务，另一方可立即解除 EULA。

17.4. Termination of Support Services. In addition to the termination rights set forth in Section 17 (Term and Termination) of the EULA, AVEVA may terminate the Support Services and the Transaction Document under which such Support Services are provided if:

(a)   Customer has breached any of its material obligations under any agreement relating to the Supported Software or Goods and Customer has not cured such breach within thirty (30) days of receipt of a notice of breach or default from AVEVA; or

(b)   Customer uses the Support Services other than for its own internal business purposes or uses the Support Services to provide similar services related to the Supported Software or Goods to any third party.

17.5. Suspension of Support Services. Without prejudice to other remedies available by law, AVEVA reserves the right to suspend the Support Services if Customer does not comply with its obligations under the Agreement.

17.4. 解除支持服务。除 EULA 第 17 节（期限及解除）中规定的解除权之外，如果出现以下情况，AVEVA 可以终止支持服务和提供此类支持服务的交易文件：

（a）客户违反了与支持软件或产品有关的任何协议中的任何重大义务，并且客户在收到 AVEVA 违约通知后三十（30）日内未能纠正此类违约行为；或

（b）客户非基于其内部商业目的使用支持服务，或使用支持服务向任何第三方提供与支持软件或产品相关的类似服务。

17.5. 中止支持服务。在不损害法律规定的其他救济的情形下，如果客户未能遵守协议项下的义务，AVEVA 保留中止支持服务的权利。

18.   **INSURANCE.**

For as long as the Transaction Document and this EULA remain in effect, AVEVA will maintain, at its sole cost and expense, comprehensive general liability and property damage insurance in an amount not less than £1 million GBP in the aggregate.

18.   **保险。**

只要交易文件和本EULA仍然有效，AVEVA将自担费用维持综合一般责任和财产损失保险，总金额不低于100万英镑。

19.   **THIRD-PARTY PRODUCTS AND SERVICES.**

19.1. Third-Party Services. The Services may include integrations with Third-Party Services on external websites that are accessed through the Products. These Third-Party Services are not part of the Products and the Agreement does not apply to them. Customer may be subject to terms and conditions with those third parties.

19.2. Third-Party Products. Unless otherwise agreed in writing by AVEVA, if Third-Party Products are supplied by AVEVA to Customer, such Third-Party Products are provided on a "pass-through" basis only and are subject to the terms and conditions of the third-party vendor, including but not limited to warranties, licences, indemnities, limitation of liability, prices and changes thereto.

19.   **第三方产品和服务。**

19.1. 第三方服务。服务可能包括与产品访问的外部网站上的第三方服务相整合。该第三方服务不属于产品，协议不适用于该等第三方服务。客户可能受该第三方的条款和条件约束。

19.2. 第三方产品。除非经 AVEVA 书面同意，否则如果第三方产品由 AVEVA 提供给客户，此类第三方产品仅以"传递"的方式提供，并受第三方供应商的条款和条件约束，包括但不限于保证、许可、赔偿、责任限制、定价及其变更。

20.   **MISCELLANEOUS.**

20.1. Assignment. The Agreement shall extend to and be binding upon the Parties to the Agreement, their successors, and assigns, provided, however, that neither Party shall assign or transfer the Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing limitation, AVEVA may assign or transfer the Agreement, in whole or in part, without obtaining the consent of Customer, to a parent company or subsidiary or in connection with the transfer or sale of its entire business or sale of all or substantially all of its assets, or in the event of a merger, divestiture, internal reorganisation or consolidation with another company.

20.1. 转让。协议的适用范围包括协议双方及其继受者和受让人，并对其产生约束力，但条件是，未经另一方事先书面同意（该方不得无理拒绝、拖延或对此等同意设定条件），任何一方均不得转让或让渡本协议。尽管有上述限制，AVEVA 可以将本协议全部或部分转让或让渡给其母公司或子公司而无需获得客户的同意，或在与 AVEVA 整体业务转让或出售或其全部或大部分资产出售相关或当发生兼并、剥离、内部重组或与另一公司合并的情形下，AVEVA 可以将本协议全部或部分转让或让渡而无需获得客户的同意。

20.2. Independent Contractor. AVEVA is an independent contractor, and each Party agrees that no partnership, joint venture, agency, fiduciary, or employment relationship exists between the Parties.

20.2. 独立承包商。AVEVA 是一家独立承包商，并且每一方均同意双方之间不存在合伙、合资、代理、信托或雇佣关系。

20.3. Force Majeure. Except for Customer's payment obligations, neither Party shall be liable for delays caused by conditions beyond their reasonable control, ("**Force Majeure**"), provided that notice thereof is given to the other Party as soon as practicable. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations under the Agreement to an extension of the date of delivery of the Products by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

20.3. 不可抗力。除客户付款义务外，任何一方均不对超出其合理控制的条件（"**不可抗力**"）所造成的延误承担责任，前提是应当将此等情况尽早通知给另一方。所有此类妨碍履行的不可抗力情形均应使受影响而无法履行协议项下义务的一方有权延长交付产品的日期，且延长时间等于因不可抗力造成的延迟期限或双方书面同意的任何其他期限。

20.4. Waiver. The waiver (whether express or implied) by either Party of a breach or default of any of the provisions of the EULA by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

20.4. 豁免。任何一方对 EULA 任何条款的违反或违约的豁免（无论明示或暗示）均不得解释为对相同或其他条款的任何后续违反的豁免，并且任何一方对于行使或利用其在本协议项下拥有或可能拥有任何权利或权益的延迟或不作为也不得作为对另一方的任何违反或违约的豁免。

20.5. Notices. All notices and other communications required or permitted under the Agreement will be in writing and delivered by confirmed transmission, by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses set forth herein or to such other address as may be specified in writing by either Party to the other in accordance with this Section 20.5.

20.5. 通知。本协议要求或允许的所有通知和其他通信将以书面形式作出并通过需要确认的方式传输、通过有书面验证收据的快递或隔夜送达服务、或通过有回执且预付邮资的挂号信进行送达，且在每种方式下于收到时视为作出通知。所有此类通知、批准、同意和其他通信将发送到本协议规定的地址或任何一方根据本第 20.5 节书面指定的其他地址。

20.6. Invalidity and Severability. If any provision of the EULA (including any in the Transaction Document) shall be found by any court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

20.6. 无效和可分割性。如果 EULA（包括交易文件）的任何条款被任何法院认定为无效或不可执行，则该条款的无效或不可执行不应影响协议其他条款，且不受该等无效或不可执行性影响的所有条款应保持完全有效。双方特此同意，试图用有效或可执行的条款代替无效或不可执行的条款，以在最大程度上实现无效或不可执行条款的经济、法律和商业目的。

20.7. <u>Negotiated Terms</u>. The Parties agree that the terms and conditions of the Agreement are the result of negotiations between the Parties and that the Agreement shall not be construed in favour of or against either Party by reason of the extent to which such Party or its professional advisors participated in the preparation of the Agreement.

20.8. <u>Survival of Provisions</u>. The provisions of the Agreement that by their nature survive expiration or termination of the Agreement will survive expiration or termination of the Agreement, including, but not limited to, the following Sections of the EULA: 9.4 (Disclaimer of all other Warranties), 12 (Intellectual Property Rights), 13 (Confidentiality), 15 (Limitation of Liability), 16.3 (Indemnification by Customer), 17 (Term and Termination), 19 (Third-Party Products and Services), 20 (Miscellaneous); and Exhibit A (Definitions).

20.9. <u>Governing Law and Jurisdiction</u>. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of PRC, and for the purpose of the GTCs and the Agreement shall exclude the law of Hong Kong SAR, Macau SAR and Taiwan. If a court must enter or enforce an arbitration award, if a party applies solely for preliminary or injunctive relief, or if the binding arbitration provision set forth in Section 14.12 (Binding Arbitration) is deemed invalid or ineffective, then each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Pudong New District, Shanghai, China to enter or enforce such award, to determine such preliminary or injunctive relief, or to determine such claim or matter arising out of or in connection with this Agreement (including a non-contractual dispute or claim), as applicable.

20.10. <u>Export Restrictions</u>. Customer agrees to comply fully with all applicable international and national export laws, regulations, orders, decrees, and lists (collectively, "**Export Control Laws**"), including, but not limited to, the U.S. Export Administration Regulations, the Office of Foreign Asset Control Regulations, and the EU Dual-Use Regulation 428/2009 (each as amended, updated, supplemented, or otherwise modified from time to time), as well as all applicable end-use and destination restrictions issued by the U.S., foreign governments, and supranational bodies to assure that no Product, Service, Third-Party Product, or Third-Party Service (or any product thereof) is (i) exported, directly or indirectly, in violation of any Export Control Laws or (ii) is intended to be used for any purpose prohibited by Export Control Laws. For the avoidance of doubt, Customer agrees that no data, information, or materials resulting from any Product, Service, Third-Party Product, or Third-Party Service will be exported, directly or indirectly, in violation of any applicable Export Control Laws.

20.11. <u>Sanctions</u>. Customer will comply with all UN, EU, US, UK and any other applicable jurisdiction's trade and economic sanctions laws, regulations, embargoes or similar restrictive measures ("**Sanctions Laws**"). Customer will ensure that it and any distributors appointed by the Customer will not resell any Product, Service, or Third-Party Product, or Third-Party Service (or incorporate any Product, Service, Third-Party Product, or Third-Party Service in other products or services to be sold) to persons or entities (i) in violation of Sanctions Laws, (ii) added to US Treasury Department's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List (the "**OFAC SDN List**") or (iii) added to the EU Consolidated List or any other applicable sanctions list, including the UK's Consolidated List of Financial Sanctions Targets, each as amended, updated or restated from time to time. Furthermore, no member, employee, director or officer of Customer or, as far as Customer is aware, any person acting on its behalf, is in violation of Sanctions Laws or designated on a UN, EU, US, UK or other applicable sanctions list (a "**Restricted Person**") or controlled (directly or indirectly) by a Restricted Person.

20.12. <u>Binding Arbitration</u>. Any controversy or claim arising out of or relating to the Agreement, including any breach of the Agreement, shall be determined by final and binding arbitration administered by Shanghai International Arbitration Center ("SHIAC"). The award rendered by the arbitrator shall be final, non-reviewable, and non-appealable and binding on the Parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof appointed by Shanghai International Arbitration Center ("SHIAC"), which arbitrator shall have substantial experience in resolving business disputes involving similar products or services. The place of arbitration shall be Shanghai, China. The arbitrator will have no authority to award punitive, consequential, liquidated, or other damages waived, disclaimed, or otherwise prohibited by the Agreement and the award shall not exceed the applicable limitation of liability set forth in the Agreement. Neither Party has the right to act as a class representative or participate as a member of a class with respect to any arbitrated controversy or claim arising out of or relating to the Agreement (including any breach of the Agreement).

20.13. <u>Ethical Trading Policy</u>. Customer shall comply with AVEVA's then-current ethical trading policy located at www.aveva.com/policies/ethical/en, which shall be incorporated herein by reference.

20.14. <u>Anti-Slavery and Human Trafficking</u>. Each Party shall do nothing to prejudice the compliance of the other Party with all applicable laws, statutes, regulations and codes relating to anti-slavery and human trafficking (including the UK Modern Slavery Act 2015).

20.15. <u>Third-Party Rights</u>. For the purposes of the Contracts (Rights of Third Parties) Act, the Parties do not intend any person other than a Party to this Agreement to be able to enforce any term of the Agreement (save where may be expressly stated otherwise in this Agreement).

20.16. <u>Entire Agreement; Amendments; Execution</u>. The Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement will prevail over any additional, conflicting, or inconsistent terms and

20.7. 经协商的条款。双方同意协议的条款和条件是双方之间协商的结果，并且协议不得因一方或其专业顾问参与了该协议的准备而对此等一方作出有利或不利的解释。

20.8. 条款继续有效。协议中按照其性质应在协议到期或终止后继续有效的条款将在协议到期或终止后继续有效，包括但不限于 EULA 的以下条款：第 9.4 条（所有其他保证的免责声明）、第 12 条（知识产权）、第 13 条（保密）、第 15 条（责任限制）、第 16.3 条（客户的赔偿责任）、第 17 条（期限及解除）、第 19 条（第三方产品和服务）、第 20 条（其他）；以及附表 A（定义）。

20.9. 适用法律和法域。协议及其引起或与其或其标的或形成相关的任何争议或索赔（包括非合同争议或索赔）应受中国法律的管辖并按其进行解释，为本一般条款和条件和协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区的法律。如果法院必须作出或执行仲裁裁决，且一方仅中请初步救济或禁令救济，或者如果第 14.12 条（有约束力的仲裁）中规定的有约束力的仲裁条款被视为无效或失效，则各方不可撤销地同意接受中国上海市浦东新区法院的专属管辖权，以作出或执行该裁决，确定该初步或禁令性救济，或确定由协议引起或与其有关的索赔或事项（包括非合同争议或索赔）（如适用）。

20.10. 出口管制。客户同意将完全遵守所有适用的国际和国家出口法律、法规、命令、法令和清单（统称"**出口管制法**"），包括但不限于美国出口管理条例、外国资产管制法和欧盟两用物出口准则 428/2009（以及对上述每项的不时修订、更新、补充或以其他方式修订），以及美国、外国政府或多国组织发布的所有可适用的最终用途和目的地限制，以确保任何产品、服务、第三方产品或第三方服务（或其包含的任何产品）（I）在出口时不会直接或间接违反任何出口管制法；或（II）用于出口管制法所禁止的任何目的。为避免疑义，客户同意，任何产品、服务、第三方产品或第三方服务产生的数据、信息或材料不会直接或间接违反任何适用的出口管制法。

20.11. 制裁。客户将遵守所有联合国、欧盟、美国、英国以及任何其他适用司法管辖区的贸易和经济制裁法律、法规、禁运或类似的限制措施（"**制裁法**"）。客户将确保其和任何客户指定的经销商不会将任何产品、服务、第三方产品或第三方服务（或将任何产品、服务、第三方产品或第三方服务包含在其他销售的产品或服务中）转售给存在下列情形的个人或实体：（I）违反制裁法；（II）被列入美国财政部外国资产管制法办公室的特别指定国民和黑名单人员清单（"**OFAC SDN 名单**"）或（III）被列入欧盟综合制裁名单或任何其他适用的制裁名单，包括英国的金融制裁目标综合名单，以及对每项清单的不时修订、更新或重述。此外，客户的任何成员、员工、董事或高级职员，或者就客户所知任何代表其行事的人，均没有违反制裁法或被列入联合国、欧盟、美国、英国或其他适用的制裁名单（"**受限制人士**"）或由受限制人士（直接或间接）控制。

20.12. 有约束力的仲裁。协议引起的或与其有关的任何争议或索赔，包括任何违反协议的行为，均应由上海国际仲裁中心（"SHIAC"）进行具有约束力的最终仲裁决定。仲裁员作出的裁决是终局的、不可复审的、不可上诉的，且对双方均有约束力，可以在任何有管辖权的法院提交并执行。应在被告收到仲裁请求后二十（20）天内，或由上海国际仲裁中心（"SHIAC"）指定的情况下，双方共同指定一名仲裁员，该仲裁员应在解决涉及类似产品或服务的商业纠纷方面具有丰富经验。仲裁地点为中国上海。仲裁员无权裁决协议所放弃、否认或以其他方式禁止的惩罚性、后果性、清算性或其他损害赔偿，且裁决不得超过协议规定的适用责任限制。任何一方均无权就因协议引起或与其有关的任何仲裁争议或索赔（包括任何违反协议的行为）担任集体代表或作为某类成员参与。

20.13. 道德贸易政策。客户应遵守 AVEVA 最新的道德贸易政策，该政策详见 WWW.AVEVA.COM/POLICIES/ETHICAL/EN，该政策应援引纳入协议。

20.14. 反奴隶制和人口贩卖。任何一方不得妨碍另一方遵守与反奴隶制和人口贩卖有关的所有适用法律、法规、条例和守则（包括英国《现代反奴隶制法案 2015》）。

20.15. 第三方权利。就《合同法（第三方权利）》而言，双方不希望协议任何一方以外的任何人能够执行协议的任何条款（除非协议另有明确规定）。

20.16. 完整协议；修订；签署。协议构成双方之间关于协议主题的完整协议，并取代与协议主题有关的所有先前或同期的书面或口头陈述、谅解或协议。协议将优先于客户向 AVEVA 提供的任何采购订单或其他文件中可能包含的任何额外、冲突或不一致的条款和条件。协议只能由双方或通过双

conditions that may be contained in any purchase order or other document furnished by Customer to AVEVA. The Agreement may be amended or modified only by a writing that is signed by or on behalf of both Parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An executed facsimile or electronic copy of the Agreement shall be construed as if it were an original. Each Party acknowledges that it is entering into the Agreement without reliance on any undertaking, warranty or representation given by or on behalf of the other, save as expressly set out in the Agreement.

方代表以签署书面文件的方式进行修订或修改。协议可以签署多份副本，每份副本均应被视为原件，但所有副本应被视为一份完整的协议。协议签署版本的传真或电子副本应被视为如同原件。各方承认，其签订协议不依赖于另一方或其代表作出的任何承诺、保证或陈述，除非协议明确规定。

方代表以签署书面文件的方式进行修订或修改。协议可以签署多份副本，每份副本均应被视为原件，但所有副本应被视为一份完整的协议。协议签署版本的传真或电子副本应被视为如同原件。各方承认，其签订协议不依赖于另一方或其代表作出的任何承诺、保证或陈述，除非协议明确规定。

Exhibit A
Definitions

The following capitalised terms used in this EULA shall have the respective meanings specified below:

 "**Affiliates**" means, as to any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity. To avoid misunderstanding, for AVEVA "Affiliates" means any direct or indirect wholly-owned subsidiary of AVEVA Group plc.

"**Agreement**" means this EULA, the Transaction Document(s), and all documents incorporated into such Transaction Document(s).

"**AVEVA**" has the meaning set forth in the Preamble.

"**AVEVA Indemnitees**" has the meaning set forth in Section 15.3 (Indemnification by Customer).

"**Confidential Information**" has the meaning set forth in Section 12.1 (Confidential Information).

"**Control**" means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

"**Customer**" has the meaning set forth in the Preamble.

"**Customer Content**" means all software, data (including Personal Data), information, text, images, audio, video, photographs, non-AVEVA or third party-applications, and other content and material, in any format, provided by Customer, any of Customer's users, or on behalf of Customer that is stored in, or run on or through the Products.

"**CFP User Guide**" means the Customer FIRST Program User Guide provided by AVEVA. A "CFP User Guide" may not be provided or available to Customer for all Supported Services

"**Data Protection Legislation**" means any law applicable from time to time relating to the processing of Personal Data and/or privacy, including, without limitation, the Data Protection Act 2018 and the GDPR.

"**Disclosing Party**" has the meaning set forth in Section 12.1 (Confidential Information).

"**Documentation**" either (i) has the meaning set forth in the applicable Software Schedule or (ii) if no meaning is set forth in the applicable Software Schedule, "**Documentation**" means the then-current technical and functional documentation provided by AVEVA to Customer for the Software, including, but not limited to, the technical documentation, program specifications, and operations manual, as applicable..

 "**Export Control Laws**" has the meaning set forth in Section 20.10 (Export Restrictions).

"**Force Majeure**" has the meaning set forth in Section 20.3 (Force Majeure)

"**GDPR**" means the General Data Protection Regulation (EU 2016/679), as may be amended, updated, supplemented, or otherwise modified from time to time.

"**Goods**" means all products, equipment, materials, spare parts, hardware, supplies, and accessories for which support has been purchased under the applicable Transaction Document.

"**EULA**" means AVEVA End User License Agreement.

"**EULA Term**" has the meaning set forth in Section 16.1.

 "**High-Risk Use**" shall have the meaning set forth in Section 4.

"**Hot Fix**" means unreleased Software which has not been processed through a full QA cycle and which is designed to correct a specific defect in the Software.

 "**Intellectual Property Rights**" means any patent rights, copyrights, trademarks, trade secrets, moral rights, and other proprietary or intellectual property rights worldwide.

"**Normal Workd**ay" or "**Normal Working Hours**" means 9:00 a.m. to 5:00 p.m. on any business day in the location where on-site Support Services are being performed (excluding any public holidays in such location where such on-site Support Services are being performed).

"**OFAC SDN List**" has the meaning set forth in Section 20.11 (Sanctions).

 "**Overtime Rates**" means (i) for any on-site Support Services performed on a public holiday in the location where such on-site Support Services are being performed, twice (2x) the standard rate, (ii) for the first twenty (20) hours of on-site Support Services performed outside of Normal Working Hours during a calendar week (other than those performed on public holiday), one and one-half times (1.5x) the standard rate, and (iii) for all on-site Support Services performed outside of Normal Working Hours during a calendar week in excess of twenty (20) hours (other than those performed on public holiday), twice (2x) the standard rate.

"**Party**" and "**Parties**" means AVEVA and Customer individually and collectively.

"**Personal Data**" has the meaning set out in the Data Protection Legislation.

"**Pre-Production Release**" means Software which has not completed AVEVA's formal release requirements and includes beta software, Hot Fixes and SUPs.

"**Products**" means the Software and SaaS Products that AVEVA lists on the Transaction Document and makes available to Customer.

 "**Receiving Party**" has the meaning set forth in Section 12.1 (Confidential Information).

 "**SaaS Product**" means the subscription-based, hosted software-as-a-service product that is provided to Customer by AVEVA pursuant to the Transaction Document.

"**Sanctions Laws**" has the meaning set forth in Section 20.11 (Sanctions).

"**Schedule**" means the Product or Service schedule specified in an applicable Transaction Document.

 "**Software**" means the software products (in object code (machine-readable) format only) licenced to Customer by AVEVA pursuant to the Transaction Document, including any new releases, updates, or versions that AVEVA may make available.

"**SUP**" (Single User Product) means modifications to the Software made for a specific licencee.

"**Support Services**" means the support services described in the Transaction Document (or CFP User Guide, as applicable).

"**Support Term**" means (i) for Support Services that are included for Software at no additional cost, the

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附表 A
定义

本 EULA 中使用的以下加粗术语应有如下规定的含义：

"**关联公司**"指，就任何实体而言，直接或间接控制该实体或受该实体控制或与该实体受到共同控制的任何其它实体。为避免误解，AVEVA "关联公司"指 AVEVA Group plc.的任何直接或间接全资拥有的子公司。

"**协议**"是指本 EULA、交易文件和所有纳入该交易文件的所有文件。

"**AVEVA**"具有序言中所述的含义。

"**AVEVA 受偿方**"具有第 15.3 条（客户的赔偿责任）中所述的含义。

"**保密信息**"具有第 12.1 节（保密信息）中所述的含义。

"**控制**"指就任何实体而言，有权直接或间接对该实体的管理和政策进行指导或产生引导，无论是通过持有有表决权的证券（或其它所有权权益）、通过合同或其它方式。

"**客户**"具有序言中所述的含义。

"**客户内容**"指产品中存储的、运行的或通过其运行的，由客户、客户的用户或代表客户提供的，任何格式的全部软件、数据（包括个人数据）、信息、文本、图像、音频、视频、照片、非 AVEVA 的或第三方的应用程序，以及其它的内容和材料。

"**CFP 用户指南**"指 AVEVA 提供的客户至上计划用户指南。AVEVA 可能无法就所有支持服务向客户提供 "CFP 用户指南"。

"**数据保护立法**"指不时适用的与处理个人数据和/或隐私有关的任何法律，包括但不限于《2018 年数据保护法案》和 GDPR。

"**披露方**"具有第 12.1 节（保密信息）所述的含义。

"**文档**"（ⅰ）具有适用软件附录中规定的含义，或（ⅱ）若适用软件附录中未规定其含义，指 AVEVA 就软件向客户提供的当时的技术和功能文档，包括但不限于技术文档、程序规范和操作手册（根据情况适用）。

"**出口管制法**"具有第 20.10 条（出口管制）中所述的含义。

"**不可抗力**"具有第 20.3 条（不可抗力）中所述的含义。

"**GDPR**"指《一般数据保护条例》（EU 2016/679），可不时修订、更新、补充或以其他方式修改。

"**产品**"指根据适用的交易文件购买支持的所有产品、设备、材料、配件、硬件、供应品和附件。

"**EULA**"指 AVEVA 最终用户许可协议。

"**EULA 期限**"具有第 16.1 条中所述的含义。

"**高风险使用**"应具有第 4 节中所述的含义。

"**热修复**"指未经过完整 QA 周期处理的未发布软件，旨在修正软件中的特定缺陷。

"**知识产权**"指全球范围内的任何专利权、著作权、商标、商业秘密、精神权利和其它专有权利或知识产权。

"**正常工作日**"或 "**正常工作时间**"指在提供现场支持服务地点的任何工作日的上午 9 点至下午 5 点（不包括在提供现场支持服务地点的任何公众假日）。

"**OFAC SDN 名单**"具有第 20.11 条（制裁）中所述的含义。

"**超时费率**"指（ⅰ）在提供现场支持服务地点的公众假日提供的任何现场支持服务，为标准费率的 2 倍（2x），（ⅱ）在一个日历周内正常工作时间之外额外提供的前二十（20）个小时的现场支持服务（公众假日提供的现场支持服务除外），为标准费率的 1.5 倍（1.5x），及（ⅲ）在一个日历周内正常工作时间之外额外提供的超过二十（20）个小时的所有现场支持服务（公众假日提供的现场支持服务除外），为标准费率的 2 倍（2x）。

"**一方**"指 AVEVA 或客户，"**双方**"指 AVEVA 和客户。

"**个人数据**"具有数据保护立法中所述的含义。

"**预生产发布**"指尚未完成 AVEVA 正式发布要求的软件，包括测试软件、热修复和 SUP。

"**产品**"指 AVEVA 在交易文件中列出并向客户提供的软件和 SaaS 产品。

"**接收方**"具有第 12.1 节（保密信息）中所述的含义。

"**SaaS 产品**"指 AVEVA 根据交易文件提供给客户的基于订阅的托管的软件即服务产品。

"**制裁法**"具有第 20.11 条（制裁）中所述的含义。

"**附录**"指适用的交易文件中指定的产品或服务附录。

"**软件**"指 AVEVA 根据交易文件向客户许可的软件产品（仅按可机读的目标代码格式提供），包括 AVEVA 可能提供的任何新的发行、更新或版本。

"**SUP**" "（单一用户产品）指为特定被许可人进行的软件修改。

"**支持服务**"指交易文件（或 CFP 用户指南，若适用）中描述的支持服务。

"**支持期限**"指(i)不附带任何费用的软件附带支持服务的 EULA 期限，以及(ii)不附带任何费用的软件不附

EULA Term for such Software, and (ii) for Support Services that are not included for Software at no additional cost, the initial term and any subsequent renewal term(s) for the Support Services as set forth in the applicable Transaction Document.

"**Supported Software**" means Software for which Support Services were purchased, but always excluding Third-Party Products, their related instruction manuals and documentation.

"**Supporting Hardware**" means any dongles or other physical devices supplied by AVEVA to Customer for use with Software.

"**Third-Party Products**" means products (including any software-as-a-service products) and software of a third-party vendor supplied by AVEVA or incorporated by AVEVA into its Products.

"**Third-Party Services**" means services made available by a third-party vendor.

"**Trial Software**" means Software that has been licensed to Customer solely for the purposes of evaluation or that is supplied for the purposes of training, beta testing, or other non-commercial use.

"**Use**" means utilisation of the Software by copying, transmitting, or loading the same into the temporary memory (RAM) or installing into the permanent memory (e.g. hard disk, DVD ROM or other storage device) of the Customer's hardware for the processing of the system instructions or statements contained in such Software, subject to any limitations set forth in an applicable Software Schedule or Transaction Document.

"**Updates**" means any upgrades, updates, enhancements, improvements, or modifications to the Software generally made available by AVEVA as part of any support services but does not include any new version of the Software that may be separately offered by AVEVA.

"**Transaction Document**" means any agreement entered into by the Parties pursuant to which AVEVA provides the Products to Customer which this EULA made reference to.

带支持服务，初始期限和适用交易文档中规定的支持服务的任何后续续订期限。

"**支持软件**"指购买支持服务的软件，但始终不包括第三方产品，其相关的使用说明书和文档。

"**支持硬件**"指 AVEVA 向客户提供的与软件一起使用的任何加密狗或其他物理设备。

"**第三方产品**"指由 AVEVA 提供或由 AVEVA 纳入其产品的第三方供应商的产品（包括任何软件即服务产品）和软件。

"**第三方服务**"指由第三方供应商提供的服务。

"**试用软件**"指仅为评估目的而许可客户使用的或为培训、beta 测试或其他非商业用途目的提供的软件。

"**使用**"指受制于适用的软件附录或交易文件中规定的任何限制的前提下，通过复制、传输或加载到临时存储器（随机存取存储器）或安装到客户硬件上的永久存储器（例如硬盘、DVD 只读存储器或其他存储设备）的方式使用软件以处理此类软件中包含的系统指令或说明。

"**更新**"指作为任何支持服务的一部分，由 AVEVA 提供的对软件的任何普遍可得的升级、更新、优化、改进或修改，但不包括 AVEVA 可单独提供的软件的任何新版本。

"**交易文件**"指双方签订的任何协议，AVEVA 根据该协议向客户提供本 EULA 提及的产品。

SOFTWARE SCHEDULE

This Software Schedule (the "Software Schedule") supplements and is incorporated into and made a part of that certain Transaction Document, by and between AVEVA and Customer, in which this Software Schedule is referenced.

1. APPLICABILITY.

1.1 THIS SOFTWARE SCHEDULE GOVERNS THE USE OF THE SOFTWARE LICENSED OR PURCHASED BY CUSTOMER AS SPECIFIED IN THE TRANSACTION DOCUMENT.

1.2 ANY TERMS IN THIS SOFTWARE SCHEDULE APPLY SOLELY TO THE SOFTWARE LISTED ABOVE AND PREVAIL OVER ANY CONFLICTING TERMS IN THE TRANSACTION DOCUMENT.

2. ADDITIONAL DEFINITIONS. THE FOLLOWING CAPITALIZED TERMS USED IN THIS SOFTWARE SCHEDULE SHALL HAVE THE RESPECTIVE MEANINGS SPECIFIED BELOW:

2.1 "DAY" MEANS A 24-HOUR PERIOD OF TIME COMMENCING AT 00:00 (12:00 A.M.) AND CONTINUING UNTIL 23:59 (11:59 P.M.) IN THE TIME ZONE WHERE THE DESIGNATED SERVER HOSTING THE RELEVANT SOFTWARE RESIDES, OR THE REMAINING PORTION OF SUCH PERIOD WHEN A LICENSE KEY THAT IS MEASURED IN WHOLE OR IN PART IN A NUMBER OF DAYS IS EFFECTIVE FOR USE ON THE DAY IT IS GENERATED AND GENERATION OCCURS AT A TIME OTHER THAN 12:00 A.M.

2.2 "DESIGNATED SERVER" MEANS THE SERVER IDENTIFIED AS THE "DESIGNATED SERVER" IN THE APPLICABLE TRANSACTION DOCUMENT.

2.3 "DOCUMENTATION" MEANS ANY DOCUMENTATION PROVIDED BY AVEVA FOR THE SOFTWARE, IN MACHINE READABLE FORM, INCLUDING, BUT NOT LIMITED TO, THE TECHNICAL DOCUMENTATION, PROGRAM SPECIFICATION AND OPERATIONS MANUAL, AS APPLICABLE.

2.4 "LICENSE KEY" MEANS AN ALPHA-NUMERICAL CODE REQUIRED TO ACTIVATE THE SOFTWARE.

2.5 "LICENSE PERIOD" MEANS, IN RELATION TO ANY SOFTWARE, THE PERIOD FOR WHICH CUSTOMER IS PERMITTED TO USE THE SOFTWARE, AS SPECIFIED BY AVEVA (INCLUDING AS MAY BE SET FORTH IN A TRANSACTION DOCUMENT).

2.6 "MONTH" MEANS A PERIOD OF TIME COMMENCING AT 00:00 (12:00 A.M.) ON THE FIRST DAY OF A CALENDAR MONTH AND TERMINATING AT 23:59 (11:59 P.M.) ON THE FINAL DAY OF THE SAME CALENDAR MONTH, BASED ON THE LOCAL TIME ZONE WHERE THE DESIGNATED SERVER HOSTING THE RELEVANT SOFTWARE RESIDES.

2.7 "NOTICE FILE" MEANS THE NOTICE FILE WITHIN (OR INCLUDED WITH) THE SOFTWARE.

2.8 "TOKEN" (I) FOR PURPOSES OF THE CALM MODEL, MEANS A NOTIONAL UNIT THAT PROVIDES ACCESS TO THE SOFTWARE WHEN REDEEMED THROUGH CREATION OF A LICENSE KEY AND (II) FOR PURPOSES OF THE USAGE BASED LICENSING MODEL, MEANS THE VIRTUAL TOKENS PURCHASED BY CUSTOMER WHICH MAY BE REDEEMED TO CREATE A LICENSE FILE ALLOWING ACCESS AND USE OF THE SOFTWARE FOR THE TOKEN ACCESS PERIOD.

2.9 "TOKEN ACCESS PERIOD" FOR PURPOSES OF THE USAGE BASED LICENSING MODEL, MEANS THE PERIOD OF TWELVE HOURS DURING WHICH A USER MAY ACCESS MULTIPLE INSTANCES OF EACH LISTED SOFTWARE PRODUCT FROM ONE WORKSTATION. THE USER MAY LOG IN AND OUT OF THE SOFTWARE PRODUCT AT-WILL FOR THE ENTIRE TOKEN ACCESS PERIOD. EACH TOKEN ACCESS PERIOD REQUIRES REDEMPTION OF THE NUMBER OF TOKENS SHOWN FOR EACH SOFTWARE PRODUCT IN THE TOKEN WEIGHTING TABLE. IF CUSTOMER DESIRES THE SOFTWARE TO BE USED BY MULTIPLE USERS, IT MUST PURCHASE A TOKEN ACCESS PERIOD FOR EACH USER.

2.10 "TOKEN WEIGHTING TABLE" MEANS THE "TOKEN WEIGHTING TABLE" INCLUDED IN THE APPLICABLE TRANSACTION DOCUMENT.

2.11 "TOP-UP TOKENS" MEANS ADDITIONAL TOKENS PURCHASED AT ANY TIME OTHER THAN ON AN ANNIVERSARY OF THE TRANSACTION DOCUMENT.

2.12 "USER" MEANS A SINGLE USER RUNNING ONE OR MORE INSTANCES OF A LICENSED SOFTWARE PRODUCT FROM A SINGLE WORKSTATION.

2.13 "WEBSITE" FOR PURPOSES OF THE CALM MODEL, MEANS THE WEBSITE OPERATED BY AVEVA AT CALM.AVEVA.COM WHICH ALLOWS CUSTOMER TO VIEW THE NUMBER OF UNUSED TOKENS AVAILABLE FOR REDEMPTION AND TO MANAGE AND CREATE ITS CALM-GENERATED LICENSE KEYS.

3. ADDITIONAL REQUIREMENTS AND RESTRICTIONS.

3.1 DESIGNATED SYSTEMS. CUSTOMER MUST OPERATE THE SOFTWARE ON COMPUTERS OPERATING UNDER THE MICROSOFT WINDOWS ENVIRONMENT WITH HARDWARE CONFIGURATION AND SYSTEMS SOFTWARE COMPATIBLE WITH THE CURRENT RELEASE OF THE SOFTWARE.

3.2 NOTICE FILE. CUSTOMER AGREES TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED IN ANY NOTICE FILES.

3.3 PRODUCT SALES CODES. CUSTOMER ACKNOWLEDGES AND AGREES THAT AVEVA MAY VARY, AMEND, MODIFY, OR DELETE ANY PRODUCT SALES CODES ASSIGNED TO THE SOFTWARE FOR IDENTIFICATION AND/OR INVENTORY PURPOSES.

3.4 ADDITIONAL RESTRICTIONS. CUSTOMER SHALL NOT TRANSFER THE SOFTWARE TO ANOTHER LOCATION OR TO OTHER EQUIPMENT WITHOUT AVEVA'S PRIOR WRITTEN CONSENT.

3.5 INDUSTRY AND CATEGORICAL RESTRICTIONS. CUSTOMER SHALL NOT USE THE SOFTWARE IN CONNECTION WITH AIRCRAFT OR OTHER MODES OF HUMAN MASS TRANSPORTATION, NUCLEAR OR CHEMICAL FACILITIES, OR MEDICAL LIFE SUPPORT DEVICES UNLESS CUSTOMER HAS PROVIDED FULL DETAILS OF SUCH PROPOSED USE TO AVEVA AND HAS RECEIVED PRIOR WRITTEN APPROVAL FOR SUCH USE FROM AVEVA. IN ADDITION TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THE TRANSACTION DOCUMENT AND EULA, IF CUSTOMER DOES NOT PROVIDE SUCH DETAILS AND RECEIVE SUCH PRIOR WRITTEN APPROVAL, THEN CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS AVEVA AND ITS AFFILIATES FOR ANY CLAIMS OR LIABILITY THAT RESULTS FROM OR IS RELATED TO CUSTOMER'S USE OF THE SOFTWARE IN SUCH AREAS.

4. LICENSE MODEL SPECIFIC PROVISIONS.

4.1 IF ANY OF THE BELOW LICENSE MODELS ARE SPECIFIED AS APPLICABLE TO THE SOFTWARE IN THE TRANSACTION DOCUMENT, THEN THE TERMS AND CONDITIONS SET FORTH BELOW RELATING TO

软件附录

本软件附录（简称"**软件附录**"）是对 AVEVA 和客户之间签订、援引本软件附录的特定交易文件的补充，并构成其一部分。

1. 适用性。

1.1 本软件附录适用于交易文件中规定的客户许可或购买的软件。

1.2 本软件附录中的任何条款仅适用于上述软件，并优先于交易文件中的任何冲突条款。

2. 补充定义本软件附录中使用的以下加粗术语应具有如下规定的含义：

2.1 "日"指在承载相关软件的指定服务器所在的时区内，自 00:00（上午 12:00）开始一直持续到 23:59（晚上 11:59）的 24 小时时间段，或者当在数日内对许可证密匙进行全部或部分调整以便于在上午 12:00 以外的时间生成所在当日使用时该日的剩余时间。

2.2 "指定服务器"指适用交易文件中定为"指定服务器"的服务器。

2.3 "文档"指 AVEVA 以机器可读形式为软件提供的任何文档，包括但不限于技术文档、程序规范和操作手册（如适用）。

2.4 "许可证密钥"指激活软件所需的字母数字代码。

2.5 "许可期限"就任何软件而言，指 AVEVA 规定的允许客户使用软件的期限（包括交易文件中可能规定的期限）。

2.6 "月"指根据承载相关软件的指定服务器所在地的当地时区，自日历月第一天的 00:00（上午 12:00）开始，到同一日历月最后一天的 23:59（晚上 11:59）为止的时间段。

2.7 "通知文件"指软件内（或随附）的通知文件。

2.8 "令牌"（I）就 CALM 模型而言，指当通过创建许可证密钥兑换时可以用来访问软件的概念单元，以及（II）就基于使用的许可模式而言，指由客户购买、可兑换以创建允许在令牌访问期访问和使用软件的许可证文件的虚拟令牌。

2.9 "令牌访问期"就基于使用的许可模式而言，指一个用户可以从一个工作站访问每个列示软件产品的多个实例的十二小时时间段。在整个令牌访问期，用户可以随意登录和退出软件产品。每个令牌访问期要求兑换令牌权重表中显示的每个软件产品的令牌数量。如果客户希望软件由多个用户使用，则必须为每个用户购买一个令牌访问期。

2.10 "令牌权重表"指适用交易文件中包含的"令牌权重表"。

2.11 "补充令牌"指在交易文件周年纪念日以外的任何时间额外购买的令牌。

2.12 "用户"指从单个工作站运行许可软件产品的一个或多个实例的单个用户。

2.13 "网站"就 CALM 模型而言，指 AVEVA 在 CALM.AVEVA.COM 上运营的网站，该网站允许客户查看可供兑换的未使用令牌数量，并管理和创建其已生成 CALM 的许可证密钥。

3. 附加要求和限制。

3.1 指定系统。客户必须在 MICROSOFT WINDOWS 环境下运行的计算机上操作该软件，硬件配置和系统软件必须与软件的当前发布版兼容。

3.2 通知文件。客户同意遵守任何通知文件中包含的条款和条件。

3.3 产品销售代码。客户承认并同意，AVEVA 可以更改、修正、修改或删除为识别和/或编制清单而分配给软件的任何产品销售代码。

3.4 附加限制。未经 AVEVA 事先书面同意，客户不得将软件转移到其他地点或其他设备。

3.5 行业和分类限制。除非客户已向 AVEVA 提供该拟使用的全部详细信息，并事先获得 AVEVA 的书面批准，否则客户不得将软件用于飞机或其他人类公共交通运输、核设施或化学设施或医疗生命支持设备。除交易文件和 EULA 中规定的客户赔偿义务外，如果客户未提供该详细信息，也未获得该事先书面批准，则客户还应赔偿、保护，并使 AVEVA 及其关联公司免于承担因客户在此类领域使用软件而产生或与之相关的任何索赔或责任。

4. 许可模式具体规定。

4.1 如果交易文件中规定以下任何许可模式适用于软件，则与该许可模式相关的下述条款和条件也应适用于软件：

SUCH LICENSE MODEL SHALL ALSO APPLY TO THE SOFTWARE:

4.2 INITIAL/ANNUAL. IF CUSTOMER LICENSES THE SOFTWARE ON AN "INITIAL/ANNUAL" BASIS, THEN THE LICENSE WILL BE ON A PER USER BASIS FOR THE PRODUCT TERM AND CUSTOMER WILL BE REQUIRED TO PAY AN INITIAL LICENSE FEE AND TERM LICENSE FEE(S), EACH AS SET FORTH IN THE APPLICABLE TRANSACTION DOCUMENT.

4.3 RENTAL. IF CUSTOMER LICENSES THE SOFTWARE ON A "RENTAL" BASIS, THEN THE LICENSE WILL BE ON A PER USER BASIS FOR THE PRODUCT TERM AND CUSTOMER WILL BE REQUIRED TO PAY THE LICENSE FEES DURING THE PRODUCT TERM AS SET FORTH IN THE APPLICABLE TRANSACTION DOCUMENT. FOR CLARITY, THE "RENTAL" MODEL INVOLVES A LICENSE FOR A SPECIFIED NUMBER OF MONTHS WITHOUT AUTOMATIC RENEWAL.

4.4 CLIENT ACTIVATED LICENSE MANAGEMENT MODEL (CALM).

(a) Website Access. Within a reasonable period following execution of the Transaction Document, AVEVA will provide Customer with access to the Website, which shall be configured with the number of Tokens set forth in the Transaction Document. Customer may redeem the Tokens to create a License Key enabling Use of the licensed Software for a given period of time at the exchange rate established for the Software product in the Agreement.

(b) Assigned Token Value. The assigned Token value represents the use of the Software product by a single User for a certain period of time. This period of time is called the "License Access Unit" ("LAU"), which may occur as a Day or a Month, or a combination of Days and Months as determined to be most efficient based on the data Customer provides on the Website. When creating a License Key for Software for a given period, AVEVA combines LAUs in the most cost-effective manner. The Token cost for any product is calculated as follows: Number of Tokens per License Access Unit for the relevant Software, as specified in the Transaction Document x Number of such License Access Units within the relevant License Period as specified by customer or calculated in accordance with this Section x number of "Simultaneous Users" as specified by Customer.

(c) Registration of Users. Customer will register its "Designated Users" at AVEVA's website and these Designated Users will be authorized to call off Tokens.

(d) Client Activated License Management System. The below terms and conditions apply to AVEVA's provision of the Client Activated License Management System: (i) A valid License Key is necessary in order to use the Software. Customer is responsible for generating all required License Keys by redeeming Tokens via the Website; (ii) Customer must notify AVEVA of the details of all required servers. The Customer will not be able to generate a License Key in relation to a particular server until AVEVA has received and entered the relevant details on the Website; (iii) Customer may redeem Tokens against any Software product. When generating License Keys, Customer must specify the following information: (a) the required server; (b) the relevant Software; (c) the required License Access Units and the effective and end dates if choosing to enter dates; (d) the required quantity of consecutive License Access Units or the required end date of the License Period (which shall not be a date after the expiration of the Transaction Document) for the relevant License Period, as appropriate; and (e) the required number of "Simultaneous Users." (iv)Customer will be provided with a License Key only following: (a) correct entry of all necessary information; and (b) deduction from Customer's total Tokens of the appropriate number of Tokens calculated in accordance with the Agreement. Customer will not be provided with a License Key for the Software if it has insufficient Tokens; (v) If any amounts are due and payable pursuant to the Agreement, Customer will not be entitled to generate License Keys for a License Period extending beyond a period of sixty (60) days from the relevant due date for such payment until such time as the relevant payment is received in full by AVEVA; (vi) Customer may not generate a License Key with a Month LAU within the final month of the term of the Transaction Document; (vii) Each License Key will expire at midnight on the last day of the relevant License Period and Customer will not be able to use the Software thereafter unless a further appropriate License Key is generated; (viii) Unless otherwise agreed, Customer will not be entitled to any refund of Tokens in the event that Customer has generated a License Key in error; (ix) AVEVA shall use commercially reasonable efforts to ensure that the Website is available for use by Customer to generate License Keys and that Customer receives generated License Keys by email. However, Customer acknowledges and agrees that AVEVA cannot guarantee that the Website will be available at all times or that Customer will receive all emails containing License Keys; (x) If Customer continues to hold Tokens on the date of termination or expiration of the applicable Transaction Document, such Tokens shall expire and Customer will not be entitled to redeem the Tokens against any Software or to receive any refund of fees or any credit against any fees in relation to such unused Tokens.

4.5 USAGE BASED LICENSING MODEL (UBL).

(a) Purchase and Use of Tokens.

(i) Under the Usage Based Licensing Model, Customer purchases Tokens that may be exchange for use of the Software for the duration of a Token Access Period. The exchange rate will be set forth in the "Token Weighting Table" set forth in the Transaction Document.

(ii) Customer shall purchase Tokens on the date of the Transaction Document and on each anniversary thereafter. Except in relation to any 'carry-over' agreement recorded in writing, Customer's right to use such Tokens will expire on the anniversary following the purchased date of the Tokens.

(iii) If Customer purchases Top-up Tokens, such Top-up Tokens may be purchased at the Fee per Top-up Token established in the Transaction Document. Except on advance written agreement with AVEVA, Top-up Tokens will expire on the anniversary of the Transaction Document immediately following the purchase date.

(iv) Where the Customer's use of the Software exhausts and exceeds its available Tokens, AVEVA may charge at its standard rates for the extra use.

(b) Recording Use of Tokens.

(i) Each Software product contains a "Usage Log" to record and transmit data to AVEVA about Customer's use of the Software to enable AVEVA to calculate Customer's Token expenditure. Customer acknowledges and consents to the use of the Usage Log, and Customer shall not take any action to interrupt the functioning of the Usage Log.

(ii) In the event the functionality of the Usage Log is interrupted, Customer will allow AVEVA immediate access to the Software in order to restore the functionality of the Usage Log, and Customer will comply with any reasonable request from AVEVA to allow AVEVA to monitor Customer's usage during the period the Usage Log was not properly functioning, including without limitation, manual reporting of usage and/or manually transmitting the Usage Log to AVEVA. A breach of Section 4.4(b)(i) or this Section 4.4(b)(ii) shall be deemed to be a material breach of the Agreement and AVEVA shall have the right to immediately terminate the Agreement without providing Customer with any opportunity to cure such breach.

(iii) In the event that Customer does not send AVEVA a copy of Usage Log, or if the Usage Log is or appears to be corrupt, AVEVA reserves the right to estimate the number of Tokens used by Customer taking into account Customer's Token commitment and usage to date.

(iv) The Parties acknowledge that the data transmitted by the Usage Log may include personal data relating to Customer's employees. Prior to such data being transmitted, Customer shall anonymize it so that any personal data included in the transmitted data is anonymized. Customer hereby indemnifies and will keep indemnified AVEVA against any damages that are awarded to be paid to any such third party in respect of a claim and any losses, costs and expenses resulting from Customer's breach of this Section 4.4(b)(iv).

4.2 初始/年度。如果客户以"初始/年度"付费为基础获得软件许可证，则该许可证将在产品期限内以按用户使用为基础，且客户需要支付初始许可费用和期限许可费用，如适用交易文件中所规定。

4.3 租赁。如果客户以"租赁"为基础获得软件许可证，则该许可证将在产品期限内以按用户使用为基础，且客户需要支付产品期限内的许可费用，如适用交易文件中所规定。为清楚起见，"租赁"模式涉及到一个期限为指定月数的许可证，不自动续签。

4.4 客户端激活的许可证管理模式（CALM）。

（a）网站访问。在交易文件签署后的合理期限内，AVEVA 将为客户提供访问网站的权限，同时应配置交易文件中规定的令牌数量。客户可兑换令牌，以创建许可证密钥，以便按照本协议确立的软件产品兑换率在指定时间段内使用许可软件。

（b）分配的令牌值。分配的令牌值表示单个用户在一定时间段内对软件产品的使用。该时间段称为"许可访问单元"（"LAU"），可以是一天或一个月，也可以是根据客户在网站上提供的数据有效组合的数日和数月。为指定时间段的软件创建许可证密钥时，AVEVA 可以以具有成本效益的方式组合 LAU。任何产品的令牌成本计算如下：交易文件中规定的相关软件的令牌数量/许可访问单元 x 客户指定的或根据本节计算的相关许可期限内该许可证访问单元的数量 x 客户指定的"并发用户"数量。

（c）用户注册。客户将在 AVEVA 的网站上注册其"指定用户"，然后对其授权，以转移走令牌。

（d）客户端激活的许可证管理系统。以下条款和条件适用于 AVEVA 的客户端激活的许可证管理系统设备：（i）要使用软件，必须提供有效的许可证密钥。客户负责通过网站兑换令牌以生成所有必需的许可证密钥；（ii）客户必须将所有所需服务器的详细信息告知 AVEVA。AVEVA 收到并在网站上输入相关详细信息之前，客户将无法生成与特定服务器相关的许可证密钥；（iii）客户可以针对任何软件产品兑换令牌。生成许可证密钥时，客户必须指定以下信息：（a）所需服务器；（b）相关软件；（c）所需的许可证访问单元或选择输入日期的生效日期和结束日期；（d）所需的连续许可证访问单元数量或相关许可期限的要求结束日期（不得为交易文件中期后的日期）（视情况而定），以及（e）所需的"并发用户"数量。（iv）仅在以下情况下向客户提供许可证密钥：（a）正确输入所有必要信息；以及（b）从客户令牌总数中扣除根据本协议计算的适当令牌数量。如果客户没有足够的令牌，则不会向客户提供软件的许可证密钥；（v）如果根据本协议有任何到期应付的金额，则客户无权在自该款项的相关到期日起超过六十（60）天的许可期限内生成许可证密钥，直到 AVEVA 全额收到相关款项为止；（vi）客户不得在交易文件期限的最后一个月内生成一个月 LAU 的许可证密钥；（vii）每个许可证密钥将在相关许可期限最后一天的午夜过期，客户此后将无法使用软件，除非另外生成适当的许可证密钥；（viii）除非另有约定，如果客户错误地生成了许可证密钥，客户将无权获得令牌的任何退款；（ix）AVEVA 应尽商业上合理的努力，确保客户可以使用网站生成许可证密钥，且客户可以通过电子邮件收到生成的许可证密钥。但是，客户承认并同意，AVEVA 不能保证网站始终可用，也不能保证客户将收到包含许可证密钥的所有电子邮件；（x）如果客户在适用交易文件终止或到期之日继续持有令牌，则该类令牌将到期，客户将无权根据任何软件兑换令牌，也无权就未使用的令牌获得任何费用退款或任何费用抵免。

4.5 基于使用的许可模式（UBL）。

（a）令牌的购买和使用。

（i）在基于使用的许可模式下，客户购买可以兑换的令牌，以便在令牌访问期为使用软件。兑换率将在交易文件中所述的"令牌权重表"中规定。

（ii）客户应在交易文件日期以及此后的每个周年纪念日购买令牌。除非与书面记录的任何"结转"协议有关，客户使用此类令牌的权利将在令牌购买日后的周年纪念日到期。

（iii）如果客户购买补充令牌，则可按照交易文件中规定的补充令牌费用购买该补充令牌。除非事先与 AVEVA 达成书面协议，否则补充令牌将在交易文件中规定的购买日期后的周年纪念日到期。

（iv）如果客户为使用软件已用完其可用令牌，且还额外使用了其他令牌，AVEVA 可按其标准费率对该额外使用收费。

（b）记录令牌的使用。

（i）每个软件产品都包含一个"使用日志"，用于记录并向 AVEVA 传输有关客户使用软件的数据，从而使 AVEVA 能够计算客户的令牌支出。客户承认并同意对"使用日志"的使用，客户不得采取任何行动中断"使用日志"的功能。

（ii）如果"使用日志"的功能中断，客户将允许 AVEVA 立即访问软件，以恢复其功能，客户将遵守 AVEVA 的任何合理要求，允许 AVEVA 在"使用日志"未正常运行期间监控客户的使用情况，包括但不限于向 AVEVA 手动报告使用情况和/或手动传输使用日志。违反第 4.4（b）（i）条或本第 4.4（b）（ii）条的行为即构成对本协议的重大违约，AVEVA 有权立即终止本协议，而无需向客户提供纠正该违约行为的任何机会。

（iii）如果客户未向 AVEVA 发送使用日志的副本，或者如果使用日志已损坏或似乎已损坏，AVEVA 保留根据客户迄今为止的令牌承诺和使用情况估计客户已用令牌数量的权利。

（iv）双方承认，通过使用日志传输的数据可能包括与客户员工有关的个人数据。在传输该数据之前，客户应将其匿名化，以便将其中所含的任何个人数据匿名化。客户特此赔偿并将使 AVEVA 免于承担因客户违反本第 4.4（b）（iv）条而导致的索赔和任何损失、成本和费用而应向任何第三方支付的损害赔偿。

Attachment Order Form

This Attachment (the "**Attachment**") supplements and is incorporated into and made a part of that certain EULA, by and between AVEVA and Customer, in which this Attachment is referenced.

附件：订单

本附件是 AVEVA 与客户之间签订的《最终用户协议》的补充并成为该《最终用户协议》的一部分，《最终用户协议》中所指的附件就是本附件。

PARTY IDENTIFICATION	
双方身份信息	
AVEVA：	AVEVA Solutions（Shanghai）Co., Ltd
AVEVA：	剑维软件技术（上海）有限公司
Company Registration Number:	9131011558874611XG
公司注册号码：	9131011558874611XG
Company Registered Address:	37th floor (33rd floor), China Life Financial Center, No. 88, Yincheng Road, (Shanghai) Pilot Free Trade Zone, China
公司注册地址：	中国（上海）自由贸易试验区银城路 88 号中国人寿金融中心名义楼层 37 楼（实际楼层 33 楼）05-07 单元
Company Telephone Number:	[ENTER CO TELEPHONE#]
公司电话：	[输入公司电话]
Principal Contact (Name):	[ENTER PRINCIPAL CONTACT (NAME]
主要联系人（姓名）：	[输入主要联系人（姓名）]
Principal Contact (Email and Phone Number):	Email: [ENTER PRINCIPAL CONTACT EMAIL] Phone Number: [ENTER PRINCIPAL CONTACT PHONE#]
主要联系人（电子邮箱及电话号码）：	电子邮箱: [输入主要联系人电子邮箱] 手机号码: [输入主要联系人手机号码]
CUSTOMER:	[ENTER CUSTOMER NAME]
客户：	[输入客户名称]
Company Registration Number:	[ENTER CO REGISTRATION #]
公司注册号码：	[输入公司注册号码]
Company Registered Address:	[ENTER CO REGISTRATION ADDRESS]
公司注册地址：	[输入公司注册地址]
Invoice Address (if different than registered address):	[ENTER INVOICE ADDRESS]
发票地址（如与注册地址不同）：	[输入发票地址]
Company Telephone Number:	[ENTER CO TELEPHONE#]
电话号码：	[输入公司电话]
Principal Contact (Name):	[ENTER PRINCIPAL CONTACT (NAME)]
主要联系人（姓名）：	[输入主要联系人（姓名）]
Principal Contact (Email and Phone Number):	Email: [ENTER PRINCIPAL CONTACT EMAIL] Phone Number: [ENTER PRINCIPAL CONTACT PHONE#]
主要联系人（邮件和电话号码）：	电子邮箱: [输入主要联系人电子邮箱] 手机号码: [输入主要联系人手机号码]
Bank Name:	[ENTER CO Bank Name #]
开户银行名称：	[输入公司开户银行]
Bank Account:	[ENTER Bank Account #]
银行账号：	[输入公司银行账号]

SOFTWARE PRODUCTS: 软件产品：

[**Instruction to User**: The below tables are used for Heritage AVEVA   [**用户说明**：以下表格适用于传统 AVEVA 产品（基于许可模式而选择）。
products (which will be selected based on the licensing model).]

Initial/**Annual Products**:   初始/**每年产品：**

Product Name 产品名称	Product Code 产品编号	License Model Type 许可模式类型	License Term 许可期限	Simultaneous Users 同时使用的用户	Additional Product Schedule (including URL) 其他产品附录（包括 URL）
[ ]	[ ]	Initial/Annual	[ ]	[ ]	Software Schedule/软件附录

License Restrictions/Scope of License: 许可证限制/许可范围：	Identification and Location of Designated Server: 指定服务器识别信息及其所在地：	Co., Ltd Address（only City, Country） 　　有限公司 地址(填城市，国家即可) Principal Contact at Location/主要联系人：： Name/ **Email /number** 姓名/ **邮箱/电话**
	Identification and Location of Users: 用户识别信息及其所在地：	Co., Ltd Address（only City, Country） 　　有限公司 地址(填城市，国家即可) Note: The Customer warrants and represents that ___ Ltd. is an Affiliate company of Customer ("Additional User"). 注：客户保证并表示___有限公司是客户的关联公司（"附加用户"）

Automatic Renewal Term: 自动续约期限：	[N/A or Yes] [不适用 或者是]
Remark	End user hereby confirms and agrees that Software License Fees of this Agreement shall be paid to AVEVA through the Distributor according to the Distributer Agreement. If the Distributor does not perform the obligation of the payment according to the Distributer Agreement or AVEVA is told by the Distributor that End User has been changed, End User may not receive Software or other deliveries or won't be able to use Software or this EULA will be terminated immediately. (Remarks: used for mandatory annual fee mode) End user hereby confirms and agrees that the fee paid by the Distributor includes 12 months' product upgrade and maintenance service from the effective date of the Distributor Agreement. After that, if the Distributor fails to pay the Annual Fee in time, End User shall not be entitled to have any product upgrade and maintenance service, but End User may continue to use the last version of Product lawfully supplied under this EULA. (Remarks: used for non-mandatory annual fee mode)
备注	最终用户在此确认并同意，本协议有关软件的许可费通过经销商根据经销协议支付。如果上述经销商未能按经销协议履行相应付款义务，或者经销商告知 AVEVA 最终用户发生变更的，最终用户可能将无法收到相应软件或者其他交付物或者无法继续使用有关软件或本协议将相应立即终止。（强制年费模式选择） 最终用户在此确认，经销商向 AVEVA 支付的软件许可费包含自经销协议生效之日起 12 个月的产品升级维护服务。之后，若经销商未能及时支付产品年度费用，则最终用户无权继续享受任何产品升级维护服务，但最终用户可持续使用根据本 EULA 合法提供的最后产品版本。（非强制年费模式选择）

Rental Products: **租赁产品：**

Product Name 产品名称	Product Code 产品编号	License Model Type 许可模式类型	License Term (in Months) 许可期限（月）	Simultaneous Users/User Months (Please choose case by case) 同时使用的用户/用户月（请按实际情况选择）	Additional Product Schedule (including URL) 适用的附件
[ ]	[ ]	Rental 租赁	[ ]	[ ]	Software Schedule/软件附录

License Restrictions/Scope of License: 许可证限制/许可范围：	Identification and Location of Designated Server: 指定服务器识别信息及其所在地：	Co., Ltd Address（only City, Country） 　　有限公司 地址(填城市，国家即可) Principal Contact at Location/主要联系人：： Name/ **Email /number** 姓名/ **邮箱/电话**
	Identification and Location of Users: 用户识别信息及其所在地：	Co., Ltd Address（only City, Country） 　　有限公司 地址(填城市，国家即可) Note: The Customer warrants and represents that ___ Ltd. is an Affiliate company of Customer ("Additional User"). 注：客户保证并表示___有限公司是客户的关联公司（"附加用户"）

Automatic Renewal Term: 自动续约期限：	N/A

自动续约期限：	不适用
Non-Cancellable	The Rental Licenses as specified above are non-cancellable. All Rental Licenses purchased must be used during the License Term in this Order Form, with any unconsumed Rental Licenses being lost.
不可取消	上述指定的租赁许可不可撤销。 在本订单许可期限内，必须使用所有购买的租赁许可，所有未使用的租赁许可将取消。
Remark	End user hereby confirms and agrees that Software License Fees of this Agreement shall be paid to AVEVA through the Distributor according to the Distributer Agreement. If the Distributor does not perform the obligation of the payment according to the Distributer Agreement or AVEVA is told by the Distributor that End User has been changed, End User may not receive Software or other deliveries or won't be able to use Software or this EULA will be terminated immediately.
备注	最终用户在此确认并同意，本协议有关软件的许可费通过经销商根据经销协议支付。如果上述经销商未能按经销协议履行相应付款义务，或者经销商告知 AVEVA 最终用户发生变更的，最终用户可能将无法收到相应软件或者其他交付物或者无法继续使用有关软件或者本协议将相应立即终止。

Client Activated License Management Model (CALM):　　　　　　　　　　**客户激活许可管理模式（"CALM"）：**

Product Name	Product Code	License Model Type	License Term	Token Weighting Table 令牌权重表		Additional Product Schedule (including URL)
				Tokens per User per Day	Tokens per User per Month	
产品名称	产品编号	许可模式类型	许可期限	每位用户每日令牌	每位用户每月令牌	其他产品附录（包括 URL）
[ ]	[ ]	CALM	[ ]	[ ]	[ ]	Software Schedule: [URL to be added]
[ ]	[ ]	CALM	[ ]	[ ]	[ ]	软件附录：[待添加 URL]

License Restrictions/Scope of License:	Designated Users (users who can call license files):	[ ]
	Primary Tokens:	[ ]
	Overdraft Tokens:	[ ]
	Location(s):	[ ]
许可证限制/许可范围：	指定用户（有权调用许可文件的用户）：	[ ]
	主令牌：	[ ]
	透支令牌：	[ ]
	所在地：	[ ]
Software License Fees:	Fee per Primary Token:	[ ]
	Fee per Overdraft Token:	[ ]
总到期数量：	[ ]	
Expiration Date for Tokens:	[ ]	
令牌到期日：	[ ]	
Automatic Renewal Term:	[ ]	
自动续约期限：	[ ]	
Remark	End user hereby confirms and agrees that Software License Fees of this Agreement shall be paid to AVEVA through the Distributor according to the Distributer Agreement. If the Distributor does not perform the obligation of the payment according to the Distributer Agreement or AVEVA is told by the Distributor that End User has been changed, End User may not receive Software or other deliveries or won't be able to use Software or this EULA will be terminated immediately.	
备注	最终用户在此确认并同意，本协议有关软件的许可费通过经销商根据经销协议支付。如果上述经销商未能按经销协议履行相应付款义务，或者经销商告知 AVEVA 最终用户发生变更的，最终用户可能将无法收到相应软件或者其他交付物或者无法继续使用有关软件或者本 EULA 将相应立即终止。	

Usage Based Licensing Model (UBL):　　　　　　　　　　**基于使用的许可模式（"UBL"）：**

Token Weight Table

Product Name 产品名称	Product Code 产品编号	License Model Type 许可模式类型	License Term 许可期限	令牌权重表 Tokens per User per Access Period 每位用户每段使用期的令牌	Support Services and Fees 其他产品附录（包括 URL）	Additional Product Schedule (including URL) 适用的附件
[ ]	[ ]	UBL	[ ]	[ ]	☐ Not included	Software Schedule: [URL to be added] 软件附录：[待添加 URL]
[ ]	[ ]	UBL	[ ]	[ ]	☐ 未包括在内	
					☐ Included at no additional cost during License Term	
					☐ 许可期限内不包含任何额外费用	
					☐ Support purchased separately for License Term for [ ]	
					☐ 根据[ ]许可期限单独购买的支持	
					☐ Support purchased separately for [ ] for [ ]	
					☐ 根据[ ] [ ]单独购买的支持	

License Restrictions/Scope of License: 许可限制/许可范围：	Quantity of Tokens:	[ ]
	Location(s):	[ ]
	透支令牌：	[ ]
	所在地：	[ ]
	总到期数量：	[ ]
	每个补充令牌的费用：	[ ]
Expiration Date for Tokens: 令牌到期日：	[ ]	
Automatic Renewal Term: 自动续约期限：	[ ]	
Remark 备注	End user hereby confirms and agrees that Software License Fees of this Agreement shall be paid to AVEVA through the Distributor according to the Distributer Agreement. If the Distributor does not perform the obligation of the payment according to the Distributer Agreement or AVEVA is told by the Distributor that End User has been changed, End User may not receive Software or other deliveries or won't be able to use Software or this EULA will be terminated immediately. 最终用户在此确认并同意，本协议有关软件的许可费通过经销商根据经销协议支付。如果上述经销商未能按经销协议履行相应付款义务，或者经销商告知 AVEVA 最终用户发生变更的，最终用户可能将无法收到相应软件或者其他交付物或者无法继续使用有关软件或者本 EULA 将相应立即终止。	