

AVEVA END USER LICENSE AGREEMENT**AVEVA 使用者授權合約**

This AVEVA End User License Agreement (the “**EULA**”) is entered into this 27 July 2021 (the “**Effective Date**”) by and between **AVEVA East Asia Ltd.** of 2/F Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong (“**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 Distributor]** (“**Distributor**”), under which Reseller will be providing the Products to the Customer (the “**Transaction Document**”).

AVEVA East Asia Ltd. (地址：香港灣仔港灣道 6-8 號，裡安中心二樓，簡稱 “**AVEVA**”) 和 **【插入客戶全名】** (位址：**【插入客戶註冊位址】**，簡稱 “**客戶**”) (統稱為 “**雙方**”，單獨稱為 “**一方**”) 根據客戶與**[經銷商名稱]** (簡稱 “**經銷商**”) 簽訂的合同經銷商將根據該合同 (簡稱 “**交易檔**”) 向客戶提供產品，於 2021 年 7 月 27 日 18:14:05 (簡稱 “**生效日期**”) 簽訂本 AVEVA 使用者授權合約 (簡稱 “**EULA**”)。

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. 對於針對需由 AVEVA 提供的產品簽訂的 EULA，客戶接受並同意受其中規定的條款和條件的約束。

AVEVA**AVEVA East Asia Ltd.**

By: _____
(Signature)

[PRINT NAME]

Title: _____
[ENTER TITLE]

Date: _____
[ENTER DATE]

Customer:

[ENTER CUSTOMER NAME]
【插入客戶全名】

By: _____
(Signature)

[PRINT NAME]

Title: _____
[ENTER TITLE]

Date: _____
[ENTER DATE]

1. USE OF PRODUCTS.

1.1. Right to Use. 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. Installation of Software. 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. Life Cycle for Software. 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. AVEVA PDMS End of Life.

- (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. Non-Refundable Fees. 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.

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2. LICENCE RIGHTS.

2.1 Grant of Licence. 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-sublicensable, 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 Licence Restrictions.

- (a) Copy Restrictions. 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) Use Restrictions. 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;

1. 產品的使用。

1.1. 使用權。根據交易檔和本 EULA 的條款，AVEVA 將向客戶交付和提供交易檔中所列產品。客戶有權使用適用交易檔中所述的產品。

1.2. 軟體安裝。除非在適用的交易檔中另有規定，客戶應負責根據適用的交易檔中規定的任何安裝限制在客戶指定地點的客戶資訊技術設備（例如硬碟和處理單元）上安裝軟體。

1.3. 軟體的生命週期。AVEVA 保留根據當時的終止政策“終止”任何軟體的權利，該政策位於 www.aveva.com/policies/eol/en。

1.4. PDMS 的生命週期。

- (a) 2020 年 9 月 30 日起，AVEVA PDMS™ 軟體已進入有限的許可支援階段，即僅提供如下問題支持：a) 重大的客戶問題；b) 資料集成問題；c) 系統安全問題。不再為該等“不受支援的軟體”提供任何其新的支援內容。
- 2021 年 3 月 31 日，如 AVEVA 官網（網址：<http://www.aveva.com/policies>）上公佈的支持政策所述，該等“不受支援的軟體”將進入“不活躍支援”階段。客戶有權按現狀使用該等“不受支援的軟體”。在“不活躍支援”期間，無論發放的許可是任何類型的，該等“不受支援的軟體”都不會得到任何支持。
- 客戶承認並接受：自 2024 年 4 月 1 日起，AVEVA PDMS™ 軟體將開始停供且同時 AVEVA 不再為 AVEVA PDMS™ 或者包含 AVEVA PDMS™ 的捆綁許可提供任何新的或者修改現行的許可檔。
- (b) 客戶僅可以為了完成現有的未完成的項目或者為了維護原有的資料而繼續使用所列表等“不受支援的軟體”。

1.4. 不可退還的費用。客戶承認並同意，除非本協議另有明確規定，否則客戶所下的產品和支援服務訂單不可撤銷，而且所支付的費用不可退還。

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2. 許可權利。

2.1 授予許可。考慮到全額支付軟體費用和客戶遵守其在協定下的義務，AVEVA 授予客戶個人、不可轉讓、非專有、不可轉授的有限許可，以根據交易檔中規定的許可模型在期限內使用交易檔中描述的軟體。軟體僅可由特定使用者在特定地點、客戶已獲得軟體許可證的特定設備和/或特定系統上用於客戶的一般內部商業目的（正如客戶在接受交易檔後提供和識別的使用者、地點、設備和/或系統）。客戶對使用者、地點、設備和/或系統做出的任何變更應獲得 AVEVA 的同意。如果交易檔未規定根據協定授予的許可有效期/期限，則該有效期/期限為自軟體向客戶交付之日起一（1）年。為避免疑義，未經 AVEVA 事先書面同意，客戶不得允許任何協力廠商（交易檔中明確規定為許可用戶的除外）訪問或使用軟體，且客戶應當為任何此類未授權使用承擔責任。

2.2 許可限制。

- (a) 複製限制。著作權法和國際條約保護軟體，包括文檔。未經授權複製軟體、文檔或其任何部分是被明確禁止的。客戶應在所有軟體複製件中複製相關的所有權、商標和著作權以及權利限制通知。
- (b) 使用限制。本協定僅授予客戶部分使用本協定明確許可的軟體權利，AVEVA 及其許可方保留所有其他權利。除協定中明確授予的外，客戶不會獲得任何明示或暗示的權利。除非適用法律給予客戶除此限制外的更多權利，客戶僅可在協定明確許可的範圍內使用軟體。在這種情況下，客戶同意其將遵守軟體中僅允許客戶通過特定方式使用軟體的任何技術限制。客戶同意其不會，也不會允許其他人：
- (i) 對軟體或文檔或其任何組成部分進行逆向工程、複製、反編譯、再編譯、反彙編、合併、修改、改編或翻譯，或基於軟體或文檔創造衍生產品，除非（但也僅限於）
 - (a) 儘管有此限制，適用法律仍明確允許的範圍，
 - (b) AVEVA 事先書面同意，或
 - (c) 軟體附隨的文檔明確許可；
 - (ii) 將軟體合併到任何其他非由 AVEVA 提供的軟體程式中，但（a）將該軟體接入 AVEVA 為該軟體公開提供的應用程式介面或（b）在附隨文檔定制軟體的允許範圍內的除外；
 - (iii) 移除、刪除、毀壞、最小化、阻止或修改任何 AVEVA 或其許可方的標識、商標、著作權、數位浮水印或在軟體中包含的其他聲明，除非在使用 AVEVA 就該軟體公開提供的應用程式介面時被許可；
 - (iv) 繞過軟體中的任何技術限制；
 - (v) 儘管有此限制，製作超過協定或適用法律允許的更多軟體副本；
 - (vi) 發佈軟體供其他人複製，包括軟體中包含的任何應用程式介面；

- (vii) transfer, sublicense, rent, lease, sell, lend, distribute, outsource, permit timesharing or 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).
- (vii) 轉讓、轉授、出租、租賃、銷售、出借、分銷、外包、許可分時使用或服務局使用、商業利用、提供或受讓軟體或其任何部分給任何其他人或實體（協定明確允許的除外）；
- (viii) 未經 AVEVA 的事先書面同意，轉移軟體至另一地點或其他設備（除非根據協定明確允許）；
- (ix) 使用軟體以儲存或傳播侵害的、誹謗的或其他非法或侵權材料（或儲存或傳播違反法律或協力廠商隱私權的材料）；
- (x) 以避免產生費用或超過使用限制的方式使用軟體；或
- (xi) 使用軟體以直接或間接建立或支援與軟體或 AVEVA 任何其他產品或服務相競爭的產品或服務。
- (c) **軟體返還或銷毀。**EULA 期限終止或到期後，客戶應銷毀或向 AVEVA 返還軟體（無論該軟體固定在何種媒介中）以及任何相關軟體安裝包、許可或許可管理軟體。除 AVEVA 享有的任何其他救濟措施外，若客戶申請破產、資不抵債或為債權人的利益進行債務轉讓或更替，那麼客戶自動而無需採取進一步行動授予 AVEVA 進入客戶場所銷毀、佔有或刪除客戶持有的軟體（包括從該軟體安裝的任何設備上刪除該軟體）。
- 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.
- 3. 記錄保存、審計和合規證明。**
- 3.1 記錄保存。**EULA 期限內及之後兩（2）年內，客戶應按照足以允許 AVEVA 根據本協定第 3.2 節進行審計的方式保存記錄軟體地點和使用的完整且準確的記錄。
- 3.2 審計權利。**在 EULA 期限及之後的兩（2）年內，AVEVA 應被允許審計和/或應被允許其指定人員審計軟體的使用及客戶對協定的遵守情況（至少一年一次並根據 AVEVA 的標準程式，可能包括對設施、系統、記錄和人員的現場和/或遠程審計）。AVEVA 將在正常工作時間內進行任何此類審計。客戶應在此類審計中進行合理配合。如果審計結果表明超過許可數量或水準使用、少付費用或違反協定，AVEVA 因該審計而產生的任何合理和實際費用應由客戶承擔。
- 3.3 合規證明。**在收到 AVEVA 的書面請求後三十（30）天內，客戶應向 AVEVA 提供一份簽署後的軟體許可條件遵守證明；前提是，AVEVA 每年不得申請超過一次合規證明。
- 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.
- 4. 高風險使用。**
- 軟體不具有容錯性且不保證無錯誤或不間斷運行。除非 AVEVA 事先書面同意並就特定部署、系統建立和軟體支援計畫徵求 AVEVA 意見，客戶無權（且被禁止）在軟體故障可能導致任何人員死亡或嚴重人身傷害，或導致嚴重物理或環境損害的情形或應用中使用軟體（“高風險使用”）。高風險使用不包括將軟體用於管理目的，儲存配置資料、工程和/或配置工具或其他不會因故障導致死亡、人身傷害或嚴重物理或環境損害的應用。
- 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.
- 5. 許可合規措施。**
- AVEVA 採取所有法律措施以監控客戶和協力廠商遵守 AVEVA 軟體產品（以及其關聯公司的軟體產品）的任何許可和使用限制。在這種情況下，軟體可能包含能夠檢測軟體非法副本的安裝或使用，並收集和傳輸那些非法副本資料的安全機制。收集的資料不包括使用軟體產生的任何客戶個人資料。通過使用軟體，客戶同意此等檢測和收集資料，以及在檢測到非法副本時傳輸和使用資料。AVEVA 保留使用硬體鎖設備、授權管理軟體和/或許可授權金鑰以控制軟體訪問的權利。客戶不得採取任何措施來避免或破壞任何此類措施的目的。禁止在沒有 AVEVA 提供的任何鎖設備或授權金鑰的情況下使用任何軟體。為避免疑義，客戶應對其未能遵守 AVEVA 軟體產品的任何許可和使用限制承擔全部責任。
- 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.
- 6. 支援性硬體。**
- 客戶必須根據 AVEVA 指示使用任何支援性硬體。AVEVA 保留隨時自行決定撤銷或更換任何支援性硬體的權利。
- 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.
- 7. 培訓**
- AVEVA 通過電話、傳真或電子郵件諮詢為產品提供標準培訓。此類培訓所需的任何費用將在適用的交易檔中列出。
- 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
- 8. 支援服務/客戶至上支援計畫。（如適用）**
- 8.1 支援期限。**客戶支付所有適用費用（包括但不限於任何軟體許可費用和任何支援服務費用）前提

to, any license fees for the Software and any fees for the Support Services), AVEVA will provide 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,

下, AVEVA 將在支援期限內提供支援服務。支援期限內, 客戶購買、許可或租賃額外支援軟體或商品, 則 AVEVA 可要求客戶為該等額外支援軟體或商品獲得支援服務 (A) 其期限與支援期限同時到期, 或 (B) 另一規定期限。如支援服務未包含在軟體中, 且客戶未購買支援服務, 則 AVEVA 概不向客戶提供任何支援服務。

- 8.2 **費用報銷。**除非客戶和 AVEVA 另有書面約定, 客戶應補償 AVEVA 因提供支援服務所產生的費用, 包括但不限於差旅和住宿費用。
- 8.3 **版本升級。**軟體版本升級權利是對於註冊支援服務 (標準、高級和精英級別) 且目前被授權使用最新版本軟體 (或其他首選最低版本級別) 的客戶的福利。如果客戶運行的是非當前或非首選版本的支援軟體, 客戶必須首先通過購買升級到當前或首選版本以在新協議中享有此福利。AVEVA 可以為客戶購買版本升級提供獎勵。
- 8.4 **不可退還的支持費用。**客戶承認並同意為支援服務支付的任何費用 (如有) 將不予退還, 該等費用須按適用交易檔所規定支付時間表支付。
- 8.5 **支持恢復失效註冊。**若支援服務發生註冊失效, 那麼可能會向客戶評估恢復費用。註冊已經失效的時間越長, 恢復費用的金額可能越高。
- 8.6 **支持計畫級別。**客戶至上計畫產品組合提供多種選擇以滿足客戶的商業需求。具體的計畫級別福利根據情況規定在交易檔和 CFP 使用者指南中。
- 8.7 **支持範圍。**AVEVA 根據適用於支援軟體和產品的 AVEVA 生命週期支援政策提供支援服務。適用的 AVEVA 生命週期政策發佈在 AVEVA 品牌支援網站上, 交易檔或 CFP 使用者指南中可能有所援引。儘管 AVEVA 及其 "經認證的支援提供商" (AVEVA 保留的向客戶提供支援服務的協力廠商, 包括但不限於授權經銷商和其他支援提供商) 可能會嘗試解決 AVEVA 產品或軟體較早版本中出現的問題, 但是他們沒有任何義務在支援服務的任何支援級別下這樣做, 除非客戶就特定產品購買了對淘汰版本的延長支援。
- 8.8 **支持的例外情形。**
- (a) 除非 AVEVA 另行書面同意, AVEVA 不為協力廠商產品提供支援服務, 包括但不限於水晶報表。如果 AVEVA 根據客戶的書面請求為協力廠商產品提供支援服務, 則 AVEVA 對此類協力廠商產品的支援服務應 "按原樣" 提供, 且不提供任何形式的擔保, 且此類支援服務應按照 AVEVA 當時的服務費率收取額外費用。
 - (b) 如果客戶的員工、代理商、顧問或承包商在處理 AVEVA 設備和材料時導致此類設備或材料發生故障或失靈, 客戶應負責支付該 AVEVA 設備和材料的相關費用。如果發生此類事件, 該 AVEVA 設備和材料將以當時的設備和材料費率向客戶收取費用, 客戶還應支付 AVEVA 因此類故障或失靈而導致的任何相關服務費用。
 - (c) 未在交易檔或 CFP 使用者指南中明確列為客戶購買的支援級別下的 AVEVA 和非 AVEVA 系統產品和軟體不在支援服務範圍內。通過任何個人通信手段 (包括但不限於電話、傳真、郵件、電子郵件、短信、微信和網路聊天) 提供的技術援助、遠端連接和診斷、材料、人工或 AVEVA 提供的其他支援協助如果是為瞭解解決涉及未列明的產品、軟體或設備問題, 應以當時的 AVEVA 服務費率向客戶收取費用。
 - (d) AVEVA 未向未經 AVEVA 授權的代理商、分銷商、經銷商或其他協力廠商提供或維修的 AVEVA 軟體或產品提供支援服務。如果發生任何可歸咎於協力廠商採購材料或服務的問題, AVEVA 進行的所有工作將按照當時的 AVEVA 服務費率開具發票。
 - (e) 除非在某項交易檔中作為某個選項被特別購買並在交易檔 (或 CFP 使用者指南) 中提及, 自訂應用程式或協力廠商程式的規劃、安裝、測試、擴展記錄、修改和軟體升級不包括在支援服務範圍內。
 - (f) 除非 AVEVA 另行書面同意, 在支援期限內被確定為處於淘汰階段或根據 AVEVA 生命週期支援政策即將淘汰的產品應被排除在外, 並且不予支援。
 - (g) 根據 AVEVA 生命週期支持政策被確定為處於成熟階段的支援軟體的最長支援期限為一 (1) 年。
 - (h) 客戶作出的與實施 AVEVA 建議和推薦有關的所有決定均由客戶全權負責。支援服務僅具有諮詢性質, AVEVA 不確保或保證具體的業務成果。

modems and other equipment used in conjunction with remote Support Services that are the property of AVEVA shall be returned to AVEVA upon termination or expiration of the Support Term.

8.11 On-Site Support Services.

- (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 **Support for Brands.** 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 **Customer Approval.** 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 **Limited Software Warranty.** 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 **Limited Support Warranty.** 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 **Pre-Production Releases and Trial Software.** 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

產品期限終止或到期時返還至 AVEVA。

8.11 現場支援服務。

- (a) 超過某個正常工作日的支援服務或差旅應按超時費率開具發票。
- (b) 除非 AVEVA 和客戶另有書面約定，所有現場支援服務將以當時的 AVEVA 服務費率向客戶收取費用。客戶同意，AVEVA 對小時費率收取至少四（4）小時費用，對服務和差旅時間的每日費率收取至少一（1）天費用。
- (c) 如需要正常工作日以外的輪班工作，應適用超時費率。
- (d) AVEVA 根據預先規定的天數而預先承諾的支援服務不應被視為包括超時或輪班工作。如果此類預先承諾需要超時或輪班工作，則應適當減少預先承諾的預定時間。
- (e) 除非 AVEVA 代表已從工作現場離開或已完成其任務，客戶將按照 AVEVA 代表已正常工作一周（5 個正常工作日）的方式計算和支付費用，無論該代表是否因其無法控制的延誤而無法工作。
- (f) 從工作現場離開後，代表可以返還其起始點，並可向客戶收取差旅時間和費用。
- (g) 待命時間被定義為要求 AVEVA 代表保持準備狀態並在客戶方便時開始提供支援服務的時間。無論代表是否在工作現場，這段時間都應視為工作時間，並且將向客戶收取相應的費用。如果待命時間超出正常工作時間，則應適用超時費率。在計算超時費用等費用時，待命時間將作為實際工作時間計算。
- (h) AVEVA 代表保留拒絕在危險條件下工作的權利。使用要維修的設備所需的所有腳手架和索具應由客戶或協力廠商設置並由其承擔費用，並應符合合理的安全要求。AVEVA 代表應遵守以書面形式向其提供的所有合理政策、程式和規則。但是，除標準安全帽外客戶規定要求的任何防護服或設備均應由客戶自行提供，並由其承擔所有費用。此外，AVEVA 有權自行免除或替換履行現場支援服務的代表。
- (i) AVEVA 代表僅被授權以諮詢身份行事，且未獲授權或許可操作設備。操作設備的所有責任應由客戶或協力廠商承擔。
- (j) 除非 AVEVA 另行書面同意，在不屬於質保相關的服務指令中確定需要更換的所有部件應按 AVEVA 當時的定價開具發票。

8.12 **品牌支持。**在參與地點的給定 AVEVA 品牌（包括但不限於 AVANTIS, SIMSCI, WONDERWARE, OASYS DNA 和 SIMSUITE PIPELINE™）的所有軟體許可和產品在許可期限內必須被支援服務所涵蓋。

8.13 **客戶批准。**如果支援服務要求 AVEVA 或其代表更新、修改或以其他方式與客戶的敏感或關鍵系統、設備、軟體或程式進行交互，則客戶必須根據 AVEVA 的要求批准對此類系統、設備、軟體或程式的任何更新、修改或交互。

9. 品質保證。

9.1 **有限的軟體品質保證。**AVEVA 保證在軟體交付後九十（90）日內不會出現對客戶使用軟體造成嚴重影響的重大錯誤。在品質保證期內且免于向客戶收費的前提下，AVEVA 可以：（I）更換有缺陷的介質；和/或（II）使用商業上的合理努力並以合理及時的方式提供有關軟體中任何重大錯誤的修改或修復（或為客戶提供不包含重大錯誤的替代軟體）。但是，如果 AVEVA 無法使軟體按照品質保證運行且未向客戶提供替代軟體，則 AVEVA 將退還向 AVEVA 支付的未使用的有缺陷軟體的許可費，且此類有缺陷軟體的許可將終止。這是客戶因 AVEVA 違反本品質保證所能獲得的唯一且排他的救濟。儘管有上述規定，如果由於以下原因導致或產生此類重大錯誤，則本品質保證不適用：（I）客戶安裝或濫用軟體；（II）在協定未明確許可的範圍內對軟體進行修改或維修；（III）以與文檔不一致的方式或環境使用或維護軟體；（IV）客戶提供或設計的任何內容，包括配置、說明或規格；或（V）軟體與未經 AVEVA 授權的某項產品、軟體、服務或技術組合。

9.2 **有限的支持保證。**AVEVA 將以專業的方式履行支援服務，並保證自支援服務之日起九十（90）日保修。AVEVA 保證在履行協定項下支援服務時提供的產品的任何部件在交付後的九十（90）日內不會出現重大瑕疵。此外，AVEVA 保證在履行協定項下支援服務時提供的任何支援軟體的更新、補丁、服務包、快速修復、快速自訂或糾正修復將在交付後的九十（90）日內不會出現重大瑕疵。針對任何違反此類保證的行為，客戶的排他救濟和 AVEVA 的全部責任應為重新履行支援服務或維修或替換此類部件、支援軟體更新、補丁、服務包、快速修復或快速自訂。

9.3 **預生產發佈和試用軟體。**為客戶提供便利，AVEVA 可能會不時地向客戶提供軟體的預生產發佈或試用軟體。所有此類預生產發佈和試用軟體均嚴格按“原樣”提供並用於內部非商業目的，AVEVA 對

for internal, non-commercial purposes and AVEVA disclaims all warranties, express or implied, 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 **Disclaimer of all Other Warranties.** 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 **Cooperation of Customer.** 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 **Malicious Code.** 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. **AVEVA Ownership.** 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. **Rights to Customer Content.** 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. **Non-Assertion of Rights.** 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. **Suggestions and Residual Knowledge.** 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. **Confidential Information.** From time to time, either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party"), 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 "Confidential Information" 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,

所有預生產發佈和試用軟體（包括本第 9 節規定的保證）不作任何明示或暗示的品質保證。如果 AVEVA 向客戶提供試用軟體，則客戶使用此類試用軟體不應超過交付此類試用軟體許可檔之日後三十（30）日，並且必須在三十（30）日後刪除此類試用軟體（並且試用軟體的許可應終止）。

- 9.4 **所有其他保證的免責聲明。**除協議（包括任何適用的附錄）中明示的陳述和保證外，AVEVA 及其許可方不承擔任何其他明示、暗示或法定的保證、陳述或聲明，包括但不限於任何暗示的適銷性保證或適用於特定目的的保證，但法律規定的任何不得有效免除的保證不在此列。AVEVA、其交易商、經銷商、代理商或雇員提供的任何口頭或書面資訊或建議均不構成保證或以任何方式擴大協定中約定的保證範圍，且客戶不得依賴於任何此類資訊或建議。AVEVA 不保證產品或服務將滿足客戶的要求；即當產品或服務在與除 AVEVA 檔（如適用）中明確規定之外的組合運行時，不能保證產品和服務的運行不會中斷、無錯誤；或產品或服務將保護不受到所有可能的安全威脅、互聯網威脅或其他威脅或中斷。產品和服務按“現狀”和“現有”基礎提供，可能會在使用互聯網和電子通信時傳輸錯誤、傳遞失敗、延遲或受到其他限制。

10. 客戶義務

- 10.1 **客戶合作。**AVEVA 的履行取決於客戶及時且有效的合作，包括向 AVEVA 提供合理的設施，及時獲取適當的資料和資訊，及時的決策和批准以及適當熟練的客戶人員。在由於客戶缺乏合作導致 AVEVA 未能提供協定下支援服務的範圍內，AVEVA 不承擔任何責任。AVEVA 可依賴於客戶提供的資料、材料以及其他資訊的準確性和完整性，無需任何獨立調查或驗證。
- 10.2 **惡意程式碼。**客戶（I）將盡商業合理的努力確保客戶的電腦系統和資訊技術環境沒有病毒、廣告軟體、間諜軟體、惡意軟體、木馬、鍵盤記錄器、時間或邏輯炸彈、特洛伊木馬、蠕蟲或其他會刪除資料或程式、感染、幹擾、損壞、破壞或關閉電腦系統或該系統的任何組成部分的電腦指令、設備或技術（“惡意程式碼”）以及（II）不會用任何方式在任何電子互聯中將任何惡意程式碼傳輸給 AVEVA。

11. 基準。

未經AVEVA事先書面同意，客戶不得披露在客戶機構外由客戶運行的軟體的任何基準測試結果。

12. 智慧財產權。

- 12.1. **AVEVA 的所有權。**產品、設計條件、相關知識或流程及其任何更新、升級、修改、改進或衍生作品的全部智慧財產權，無論是由 AVEVA 單獨創造或與客戶共同創造的，均應屬於或歸屬 AVEVA 或其許可人（如適用）。未明確授予客戶的所有權利由 AVEVA 或其許可人（如適用）保留。
- 12.2. **客戶內容權利。**客戶保留對客戶內容的所有權利和利益。在期限內，客戶特此授予 AVEVA 及其關聯公司為 AVEVA 履行其在協議項下的義務所必要的、在全球範圍內的、免許可費、不可撤銷、可轉授、非專有許可，以便 AVEVA 使用、複製、傳播、修改、顯示和執行客戶內容。
- 12.3. **不主張權利。**客戶代表其自身及其繼承人和受讓人承諾，不得向 AVEVA、其關聯公司或許可人主張任何權利，或就任何產品或文檔中的任何權利提出任何主張，且客戶特此自願放棄任何就任何產品或文檔的任何權利向 AVEVA 提出要求的權利，但在協定項下明確授予客戶的權利除外。
- 12.4. **建議與知識剩餘。**AVEVA 應擁有全部權利和利益，包括但不限於對產品的全部智慧財產權，及不受限制且免許可費地使用產品並將客戶提出的與產品相關的任何建議、增強請求、推薦或其它回饋納入產品之中的權利。此外，客戶承認並同意，AVEVA 可自由使用其一般知識、技能和經驗以及與執行協定（包括任何產品）相關或衍生的任何想法、概念、專有技術和技巧。

13. 保密。

- 13.1. **保密資訊。**任何一方（“披露方”）可能以口頭或實務形式不時向另一方（“接收方”）披露或提供與協議有關的、披露方的或披露方擁有的保密或專有資訊（包括披露方擁有的協力廠商的保密或專有資訊）。“**保密資訊**”是指披露方在協議履行過程中向接收方提供的任何形式的任何和全部資訊，並且該等資訊（I）已被標記為保密；或（II）一般人在類似情況下會認為具有保密性。為避免疑問，保密資訊包括任何產品和與該產品有關的任何資訊（包括但不限於任何用戶手冊、數學技術、相關分析、概念、設計、規格、清單和其他文檔，無論是否嵌入在設備或其它形式的媒介上）。儘管有上述規定，保密資訊（儘管標記為保密）不應包括接收方可以表明為以下任一情形的任何資訊：（A）非因接收方違反協議而已經普遍為公眾可用的；（B）在披露方向接收方披露之前已經為接收方所知悉的；（C）從協力廠商收到的，且不違反對披露方的任何保密義務或侵犯披露方其他權利，或（D）接收方不依賴從披露方收到的任何保密資訊而獨立開發的。

Confidential Information shall not include any information, however designated, which the 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. **Confidentiality Obligations.** 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. **Press Releases and Client List Reference.** 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. **Customer Content.** 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. **Security.** 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. **Consequential Damages.** 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. **Damages Cap.** 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

- 13.2. 保密義務。已披露保密資訊的任意一方或協力廠商保留對其保密資訊的所有權。任意一方同意（I）以與保護其專有和保密材料相同的方式保護從披露方收到的保密資訊，但在任何情況下都不得低於合理謹慎的程度；（II）僅為協定之目的使用從披露方收到的保密資訊。在協議終止或披露方提交書面請求時（以在先者為準），接收方應當，根據披露方的選擇，將披露方的所有保密資訊退回或銷毀。儘管有上述規定，如果歸還或銷毀任何此類機密資訊不可行或在技術上不可行，則 AVEVA 無需歸還或銷毀此類機密資訊。除了需要瞭解保密資訊以支援一方履行其與本協議相關的義務的關聯公司、員工、承包商或代理商，且該等人士已在合同上受到至少與本協定所含內容一樣嚴格的保密義務限制，未經披露方事先書面同意，任何一方不得向任何人披露從披露方收到的任何保密資訊。接收方將對其關聯公司、員工、承包商和代理商以及根據第 13 節（保密）向其披露保密資訊的任何協力廠商違反本第 13 條（保密）的行為負責。儘管有上述規定，接收方可以根據法院或政府機關的命令披露保密資訊，但條件是，如果適用法律允許，接收方應首先將該命令通知披露方並向披露方提供尋求與該披露有關的保護令的機會。儘管本協定中有相反規定，客戶授權 AVEVA 收集、使用、披露和修改客戶所提供的產品相關永久性資訊或資料（包括但不限於一般使用資訊和度量），旨在開發、改進、優化和交付產品而使用或接收產品（或在 AVEVA 提供產品過程中生成或創建的產品），但前提是披露任何該等資料應僅包括資訊或 AVEVA 從收集相關資料或資訊中開發或衍生的資料（但相關披露將不包括客戶基本實際機密資訊）。
- 13.3. 媒體發佈和客戶清單引用。未經另一方同意，任何一方不得就另一方的工作作出任何媒體發佈。儘管有上述規定，AVEVA 可以將客戶識別為 AVEVA 的客戶並使用客戶的名稱和標誌並發佈有關協定簽訂的公告，AVEVA 特此被授予一項在協定期限內根據上述目的不時根據需要使用客戶名稱和標誌的許可。AVEVA 可以在 AVEVA 的宣傳材料、演示文稿、案例研究、資格陳述以及對現有和潛在客戶的建議書中繼續描述工作性質。
14. 資料保護。
- 14.1. 客戶內容。客戶對客戶內容負責並負責將其輸入產品中。客戶對客戶內容的準確性、品質、完整性、合法性、可靠性和適當性以及為履行、接受或使用產品之需而獲取的與客戶內容相關的所有權利全權負責。客戶將根據資料保護立法以及 GDPR 和資料處理附錄（如適用）收集和維護客戶內容中包含的所有個人資料。
- 14.2. 安全。客戶將就使用者使用產品維持合理的安全標準。客戶全權負責確定產品是否適合客戶的業務流程，以及遵守有關客戶內容以及其使用產品的所有適用法律的要求。客戶將就 AVEVA 提供產品和支援提供所需要的合理協助。客戶認可並同意，客戶的合理協助是 AVEVA 正確履行其協議項下義務的一項必要先決條件。客戶應當承擔因其違反其職責而導致的所有後果和費用。
15. 責任限制。
- 15.1. 間接損失。不論出於何種訴因或承擔責任的依據（根據合同、侵權行為、賠償或其他方面），即使 AVEVA 得知可能會發生此類損害，但在任何情況下，AVEVA 均不對由本協議引起或與之相關的（A）任何間接、偶發性、繼發性、懲戒性、特殊性、懲罰性或類似損害，或（B）業務、利潤和收入損失、資料丟失、損壞或損毀、業務中斷或者停機時間承擔責任。
- 15.2. 損害賠償上限。AVEVA 對客戶因協定產生或與協定有關的任何損失或損害承擔的總責任，無論基於何種責任基礎（無論是基於違約（包括任何賠償）、侵權（包括但不限於疏忽）、虛假陳述、違反法定義務、違反保證或因違反協議產生的協力廠商索賠而導致），不得超過客戶根據適用交易檔就其項下特定產品或服務在導致產生該索賠的事件發生之日前十二（12）個月期間內支付的費用。本第 15 條的規定分配了 AVEVA 與客戶之間的風險，且 AVEVA 的定價反映了該等風險分配和本節規定的責任限制。儘管有上述規定，本協定中的任何內容均不得限制或免除 AVEVA 對下列行為的責任：（I）欺詐，（II）過失造成的死亡或人身傷害，或（III）法律上不可免除或限制的任何責任。

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. 損害賠償。

16.1. **AVEVA 的賠償責任。** AVEVA 應保護、賠償並使客戶免受任何協力廠商向客戶提出的主張客戶根據協定條款和條件使用產品構成對專利或版權的侵權或對協力廠商商業秘密的不當使用而導致的索賠。AVEVA 將就此類索賠支付最終判定給協力廠商的賠償金（或 AVEVA 與協力廠商約定的任何和解金額）。如果該等主張的侵權或不當使用是由以下原因引起的，則上述 AVEVA 義務不適用：（A）將產品與非由 AVEVA 向客戶提供的任何其他軟體、服務或任何產品、資料、專案或設備結合使用或組合使用（包括任何協力廠商服務或協力廠商產品）；（B）由客戶提供或設計的任何內容，包括配置、說明或規格（包括根據客戶的設計、圖紙或規格提供的任何產品）；（C）未經 AVEVA 事先書面同意對產品進行修改；（D）客戶未能使用最新發佈或最新版本（包括任何更正或改進）的產品，而如果使用最新發佈或最新版本本可以防止侵權或不當使用的索賠；或（E）協定不允許的任何使用、儲存、分佈、複製或維護。如果 AVEVA 有合理理由認為本第 16 節約定的索賠將會或可能會被提出，AVEVA 可以在不違反協定的情況下中止提供或交付此類產品。

16.2. **侵權救濟。**如第 16 條約定的索賠情形發生且該產品被認定侵犯協力廠商專利、著作權或不當使用商業秘密，則 AVEVA 可自行選擇並自負費用：（A）促使客戶取得根據協定條款繼續使用產品的權利；或（B）更換或修改產品，使其不具有侵權情形且功能不發生實質性減損。如果上述方式無法合理適用，AVEVA 或客戶可以書面通知另一方解除協定，客戶應立即停止使用或退回侵權產品。本第 16.2 條的約定列明瞭 AVEVA 對客戶承擔的唯一、排他和全部的責任，並且是客戶就第 16.1 條所述協力廠商索賠的唯一救濟。

16.3. **客戶的賠償責任。**客戶應對任何協力廠商針對 AVEVA 及其關聯公司（及其每個許可方）以及其高級職員、董事、承包商、代理人或員工（"**AVEVA 受償方**"）因下列原因提出或與之相關的索賠提供保護、賠償並使 AVEVA 受償方免受損害：（A）客戶違反協定或任何適用法律或法規使用任何產品或服務；（B）任何客戶內容；（C）主張客戶提供的資料違反、侵犯或不當使用協力廠商的智慧財產權；（D）任何協力廠商（I）由於 AVEVA 使用或訪問協力廠商產品或客戶的軟體、機器、設備、系統、資訊技術環境或與提供支援服務有關的場所；以及（II）由於客戶使用與任何高風險使用相關的軟體而對 AVEVA 提出索賠；以及（D）如果客戶向 AVEVA 傳送或通過客戶向其傳送惡意程式碼，導致 AVEVA 招致各種成本、損害賠償、責任和費用。無論此類損害賠償是由客戶和/或其指定使用者的行為或由協力廠商使用客戶的訪問憑證的行為引起，均應適用上述規定。

16.4. **賠償要求。**本第 16 節規定的賠償義務的前提條件是：（A）協力廠商索賠所針對的當事一方及時以書面形式通知另一方任何此類索賠，若一方未能提供或延遲提供此類通知，亦不得免除該方根據第 16 節約定應承擔的義務，但因為該等未能通知或延遲通知行為導致抗辯受到影響的部分除外；（B）有義務為索賠進行抗辯的一方有權完全控制針對該索賠的抗辯；（C）協力廠商索賠所針對的當事一方合理配合索賠抗辯；並且（D）客戶遵守 AVEVA 的指示停止使用 AVEVA 合理認為可能構成侵權或不當使用的任何產品。任何索賠的任何和解均不應當為協力廠商索賠所針對的當事一方設定財務或特定履約義務，或令該方承認負有責任，但 AVEVA 可以以要求 AVEVA 提供與產品實質相同的非侵權替代產品的方式對索賠進行和解。AVEVA 不對任何未經 AVEVA 同意的和解承擔任何責任。協力廠商索賠所針對的當事一方可以自擔費用聘請令負責進行抗辯的一方合理接受的顧問出庭。任何一方均不得採取任何有損於另一方權利的行動來回應任何侵權或不當使用，或涉嫌侵權或不當使用。

17. 期限及解除。

17.1. **EULA 期限。**本 EULA 的初始期限應自交易檔中約定的生效日期（"**EULA 生效日期**"）開始，並持續至：（A）交易檔中約定的交易檔的期限結束；（B）（如果交易檔中有約定）根據交易檔交付產品之時；或（C）任何一方根據本第 17 條（期限及解除）提前解除（"**EULA 期限**"）。

17.2. **實質違約解除。**如果一方實質性違反 EULA 或交易檔（包括但不限於客戶遲延支付根據交易檔項下的任何到期款項），且未能於收到守約方的違約通知後三十（30）日內（或就客戶的未付款而言，在十（10）日內）改正其違約行為，另一方可因此解除 EULA 或交易檔。

17.3. **財務惡化解除。**如果一方申請破產，停止經營或面臨停止經營威脅，資不抵償或為債權人的利益而

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、轉讓或變更債務，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.

17.4. 解除支援服務。除 EULA 第 17 節（期限及解除）中規定的解除權之外，如果出現以下情況，AVEVA 可以終止支援服務和提供此類支援服務的交易檔：

（a）客戶違反了與支援軟體或產品有關的任何協定中的任何重大義務，並且客戶在收到 AVEVA 違約通知後三十（30）日內未能糾正此類違約行為；或

（b）客戶非基於其內部商業目的使用支援服務，或使用支援服務向任何協力廠商提供與支援軟體或產品相關的類似服務。

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.

17.5. 中止支援服務。在不損害法律規定的其他救濟的情形下，如果客戶未能遵守協定項下的義務，AVEVA 保留中止支援服務的權利。

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. 保險。

只要交易檔和本EULA仍然有效，AVEVA將自擔費用維持綜合一般責任和財產損失保險，總金額不低於100萬英鎊。

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. 協力廠商產品和服務。

19.1. 協力廠商服務。服務可能包括與產品訪問的外部網站上的協力廠商服務相整合。該協力廠商服務不屬於產品，協定不適用於該等協力廠商服務。客戶可能受該協力廠商的條款和條件約束。

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.

19.2. 協力廠商產品。除非經 AVEVA 書面同意，否則如果協力廠商產品由 AVEVA 提供給客戶，此類協力廠商產品僅以“傳遞”的方式提供，並受協力廠商供應商的條款和條件約束，包括但不限於保證、許可、賠償、責任限制、定價及其變更。

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. 其他。

20.1. 轉讓。協定的適用範圍包括協定雙方及其繼承者和受讓人，並對其產生約束力，但條件是，未經另一方事先書面同意（該方不得無理拒絕、拖延或對此等同意設定條件），任何一方均不得轉讓或讓渡本協議。儘管有上述限制，AVEVA 可以將本協定全部或部分轉讓或讓渡給其母公司或子公司而無需獲得客戶的同意，或在與 AVEVA 整體業務轉讓或出售或其全部或大部分資產出售相關或當發生兼併、剝離、內部重組或與另一公司合併的情形下，AVEVA 可以將本協定全部或部分轉讓或讓渡而無需獲得客戶的同意。

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. 獨立承包商。AVEVA 是一家獨立承包商，並且每一方均同意雙方之間不存在合夥、合資、代理、信託或僱傭關係。

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。除客戶付款義務外，任何一方均不得超出其合理控制的條件（“不可抗力”）所造成的延誤承擔責任，前提是應當將此等情況儘早通知給另一方。所有此類妨礙履行的不可抗力情形均應使受影響而無法履行協議項下義務的一方有權延長交付產品的日期，且延長時間等於因不可抗力造成的延遲期限或雙方書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。任何一方對 EULA 任何條款的違反或違約的豁免（無論明示或暗示）均不得解釋為對相同或其他條款的任何後續違反的豁免，並且任何一方對於行使或利用其在本協議項下擁有或可能擁有任何權利或權益的延遲或不作為也不得作為對另一方的任何違反或違約的豁免。

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。本協議要求或允許的所有通知和其他通信將以書面形式作出並通過需要確認的方式傳輸、通過有書面驗證收據的快遞或隔夜送達服務、或通過有回執且預付郵資的掛號信進行送達，且在每種方式下在收到時視為作出通知。所有此類通知、批准、同意和其他通信將發送到本協議規定的位址或任何一方根據本第 20.5 節書面指定的其他位址。

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. 無效和可分割性。如果 EULA（包括交易檔）的任何條款被任何法院認定為無效或不可執行，則該條款的無效或不可執行不應影響協議其他條款，且不受該等無效或不可執行性影響的所有條款應保持完全有效。雙方特此同意，試圖用有效或可執行的條款代替無效或不可執行的條款，以在最大程度上實現無效或不可執行條款的經濟、法律和商業目的。

- 20.7. **Negotiated Terms.** 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.
- 20.7. **經協商的條款。**雙方同意協議的條款和條件是雙方之間協商的結果，並且協定不得因一方或其專業顧問參與了該協議的準備而對此等一方作出有利或不利的解釋。
- 20.8. **Survival of Provisions.** 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).
- 20.8. **條款繼續有效。**協定中按照其性質應在協議到期或終止後繼續有效的條款將在協議到期或終止後繼續有效，包括但不限於 EULA 的以下條款：第 9.4 條（所有其他保證的免責聲明）、第 12 條（智慧財產權）、第 13 條（保密）、第 15 條（責任限制）、第 16.3 條（客戶的賠償責任）、第 17 條（期限及解除）、第 19 條（協力廠商產品和服務）、第 20 條（其他）；以及附表 A（定義）。
- 20.9. **Governing Law and Jurisdiction.** 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.
- 20.9. **適用法律和法域。**協議及其引起或與其或其標的或形成相關的任何爭議或索賠（包括非合同爭議或索賠）應受中國法律的管轄並按其進行解釋，為本一般條款和條件和協定之目的，不包括香港特別行政區、澳門特別行政區和臺灣地區的法律。如果法院必須作出或執行仲裁裁決，且一方僅申請初步救濟或禁令救濟，或者如果第 14.12 條（有約束力的仲裁）中規定的有約束力的仲裁條款被視為無效或失效，則各方不可撤銷地同意接受中國上海市浦東新區法院的專屬管轄權，以作出或執行該裁決，確定該初步或禁令性救濟，或確定由協定引起或與其有關的索賠或事項（包括非合同爭議或索賠）（如適用）。
- 20.10. **Export Restrictions.** 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) are (i) exported, directly or indirectly, in violation of any Export Control Laws or (ii) 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.
- 20.10. **出口管制。**客戶同意將完全遵守所有適用的國際和國家出口法律、法規、命令、法令和清單（統稱 "**出口管制法**"），包括但不限於美國出口管理條例、外國資產管制法和歐盟兩用物出口準則 428/2009（以及對上述各項的不時修訂、更新、補充或以其他方式修訂），以及美國、外國政府或多國組織發佈的所有可適用的最終用途和目的地限制，以確保任何產品、服務、協力廠商產品或協力廠商服務（或其包含的任何產品）（I）在出口時不會直接或間接違反任何出口管制法；或（II）用於出口管制法所禁止的任何目的。為避免疑義，客戶同意，任何產品、服務、協力廠商產品或協力廠商服務產生的資料、資訊或材料不會直接或間接違反任何適用的出口管制法。
- 20.11. **Sanctions.** 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.
- 20.11. **制裁。**客戶將遵守所有聯合國、歐盟、美國、英國以及任何其他適用司法管轄區的貿易和經濟制裁法律、法規、禁運或類似的限制措施（"**制裁法**"）。客戶將確保其和任何客戶指定的經銷商不會將任何產品、服務、協力廠商產品或協力廠商服務（或將任何產品、服務、協力廠商產品或協力廠商服務包含在其他銷售的產品或服務中）轉售給存在下列情形的個人或實體：（I）違反制裁法；（II）被列入美國財政部外國資產管制法辦公室的特別指定國民和黑名单人員清單（"**OFAC SDN 名單**"）或（III）被列入歐盟綜合制裁名單或任何其他適用的制裁名單，包括英國的金融制裁目標綜合名單，以及對每項清單的不時修訂、更新或重述。此外，客戶的任何成員、員工、董事或高級職員，或者就客戶所知任何代表其行事的人，均沒有違反制裁法或被列入聯合國、歐盟、美國、英國或其他適用的制裁名單（"**受限制人士**"）或由受限制人士（直接或間接）控制。
- 20.12. **Binding Arbitration.** 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).
- 20.12. **有約束力的仲裁。**協定引起的或與其有關的任何爭議或索賠，包括任何違反協議的行為，均應由上海國際仲裁中心（"SHIAC"）進行具有約束力的最終仲裁決定。仲裁員作出的裁決是終局的、不可複審的、不可上訴的，且對雙方均具有約束力，可以在任何有管轄權的法院提交並執行。應在被告收到仲裁請求後二十（20）天內，或在上海國際仲裁中心（"SHIAC"）指定的情況下，雙方共同指定一名仲裁員，該仲裁員應在解決涉及類似產品或服務的商業糾紛方面具有豐富經驗。仲裁地點為中國上海。仲裁員無權裁決協議所放棄、否認或以其他方式禁止的懲罰性、後果性、清算性或其他損害賠償，且裁決不得超過協議規定的適用責任限制。任何一方均無權就因協議引起或與其有關的任何仲裁爭議或索賠（包括任何違反協議的行為）擔任集體代表或作為某類成員參與。
- 20.13. **Ethical Trading Policy.** 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.
- 20.13. **道德貿易政策。**客戶應遵守 AVEVA 最新的道德貿易政策，該政策詳見 WWW.AVEVA.COM/POLICIES/ETHICAL/EN，該政策應援引納入協議。
- 20.14. **Anti-Slavery and Human Trafficking.** 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).
- 20.14. **反奴隸制和人口販賣。**任何一方不得妨礙另一方遵守與反奴隸制和人口販賣有關的所有適用法律、法規、條例和守則（包括英國《現代反奴隸制法案 2015》）。
- 20.15. **Third-Party Rights.** 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).
- 20.15. **協力廠商權利。**就《合同法（協力廠商權利）》而言，雙方不希望協議任何一方以外的任何人能夠執行協議的任何條款（除非協議另有明確規定）。
- 20.16. **Entire Agreement; Amendments; Execution.** 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
- 20.16. **完整協議；修訂；簽署。**協定構成雙方之間關於協定主題的完整協定，並取代與協定主題有關的所有先前或同期的書面或口頭陳述、諒解或協議。協定將優先於客戶向 AVEVA 提供的任何採購訂單或其他檔中可能包含的任何額外、衝突或不一致的條款和條件。協定只能由雙方或通過雙方

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.

* * * *

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 Workday" 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

代表以簽署書面檔的方式進行修訂或修改。協定可以簽署多份副本，每份副本均應被視為原件，但所有副本應被視為一份完整的協議。協定簽署版本的傳真或電子副本應被視為如同原件。各方承認，其簽訂協定不依賴於另一方或其代表作出的任何承諾、保證或陳述，除非協議明確規定。

附表 A

定義

本 EULA 中使用的以下加粗術語應具有如下規定的含義：

"關聯公司" 指，就任何實體而言，直接或間接控制該實體或受該實體控制或與該實體受到共同控制的任何其它實體。為避免誤解，AVEVA "關聯公司" 指 AVEVA Group plc 的任何直接或間接全資擁有的子公司。

"協議" 是指本 EULA、交易檔和所有納入該交易檔的所有檔。

"AVEVA" 具有序言中所述的含義。

"AVEVA 受償方" 具有第 15.3 條（客戶的賠償責任）中所述的含義。

"保密資訊" 具有第 12.1 節（保密資訊）中所述的含義。

"控制" 指就任何實體而言，有權直接或間接對該實體的管理和政策進行指導或產生引導，無論是通過持有有表決權的證券（或其它所有權權益）、通過合同或其它方式。

"客戶" 具有序言中所述的含義。

"客戶內容" 指產品中存儲的、運行的或通過其運行的，由客戶、客戶的使用者或代表客戶提供的，任何格式的全部軟體、資料（包括個人資料）、資訊、文本、圖像、音訊、視頻、照片、非 AVEVA 的或協力廠商的應用程式，以及其它的內容和材料。

"CFP 使用者指南" 指 AVEVA 提供的客戶至上計畫使用者指南。AVEVA 可能無法就所有支援服務向客戶提供 "CFP 使用者指南"。

"資料保護立法" 指不時適用的與處理個人資料和/或隱私有關的任何法律，包括但不限於《2018 年資料保護法案》和 GDPR。

"披露方" 具有第 12.1 節（保密資訊）所述的含義。

"文檔" (i) 具有適用軟體附錄中規定的含義，或 (ii) 若適用軟體附錄中未規定其含義，指 AVEVA 就軟體向客戶提供的當時的技術和功能文檔，包括但不限於技術文檔、程式規範和操作手冊（根據情況適用）。

"出口管制法" 具有第 20.10 條（出口管制）中所述的含義。

"不可抗力" 具有第 20.3 條（不可抗力）中所述的含義。

"GDPR" 指《一般資料保護條例》（EU 2016/679），可不時修訂、更新、補充或以其他方式修改。

"產品" 指根據適用的交易檔購買支援的所有產品、設備、材料、配件、硬體、供應品和附件。

"EULA" 指 AVEVA 使用者授權合約。

"EULA 期限" 具有第 16.1 條中所述的含義。

"高風險使用" 應具有第 4 節中所述的含義。

"熱修復" 指未經過完整 QA 週期處理的未發佈軟體，旨在修正軟體中的特定缺陷。

"智慧財產權" 指全球範圍內的任何專利權、著作權、商標、商業秘密、精神權利和其它專有權利或智慧財產權。

"正常工作日" 或 **"正常工作時間"** 指在提供現場支援服務地點的任何工作日的上午 9 點至下午 5 點（不包括在提供現場支援服務地點的任何公眾假日）。

"OFAC SDN 名單" 具有第 20.11 條（制裁）中所述的含義。

"超時費率" 指 (i) 在提供現場支援服務地點的公眾假日提供的任何現場支援服務，為標準費率的 2 倍 (2x)，(ii) 在一個日曆周內正常工作時間之外額外提供的前二十 (20) 個小時的現場支援服務（公眾假日提供的現場支援服務除外），為標準費率的 1.5 倍 (1.5x)，及 (iii) 在一個日曆周內正常工作時間之外額外提供的超過二十 (20) 個小時的所有現場支援服務（公眾假日提供的現場支援服務除外），為標準費率的 2 倍 (2x)。

"一方" 指 AVEVA 或客戶，**"雙方"** 指 AVEVA 和客戶。

"個人資料" 具有資料保護立法中所述的含義。

"預生產發佈" 指尚未完成 AVEVA 正式發佈要求的軟體，包括測試軟體、熱修復和 SUP。

"產品" 指 AVEVA 在交易檔中列出並向客戶提供的軟體和 SaaS 產品。

"接收方" 具有第 12.1 節（保密資訊）中所述的含義。

"SaaS 產品" 指 AVEVA 根據交易檔提供給客戶的基於訂閱的託管的軟體即服務產品。

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 licensee.

“**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 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.

“**制裁法**”具有第 20.11 條（制裁）中所述的含義。

“**附錄**”指適用的交易檔中指定的產品或服務附錄。

“**軟體**”指 AVEVA 根據交易檔向客戶許可的軟體產品（僅按可機讀的目標代碼格式提供），包括 AVEVA 可能提供的任何新的發行、更新或版本。

“**SUP**”（單一使用者產品）指為特定被許可人進行的軟體修改。

“**支援服務**”指交易檔（或 CFP 使用者指南，若適用）中描述的支援服務。

“**支援期限**”指(i)不附帶任何費用的軟體附帶支援服務的 EULA 期限，以及(ii)不附帶任何費用的軟體不附帶支援服務，初始期限和適用交易文檔中規定的支援服務的任何後續續訂期限。

“**支援軟體**”指購買支援服務的軟體，但始終不包括協力廠商產品，其相關的使用說明書和文檔。

“**支援硬體**”指 AVEVA 向客戶提供的與軟體一起使用的任何加密狗或其他物理設備。

“**協力廠商產品**”指由 AVEVA 提供或由 AVEVA 納入其產品的協力廠商供應商的產品（包括任何軟體即服務產品）和軟體。

“**協力廠商服務**”指由協力廠商供應商提供的服務。

“**試用軟體**”指僅為評估目的而許可客戶使用的或為培訓、beta 測試或其他非商業用途提供的軟體。

“**使用**”指受制於適用的軟體附錄或交易檔中規定的任何限制的前提下，通過複製、傳輸或載入到臨時記憶體（隨機存取記憶體）或安裝到客戶硬體上的永久記憶體（例如硬碟、DVD 唯讀記憶體或其他存放裝置）的方式使用軟體以處理此類軟體中包含的系統指令或說明。

“**更新**”指作為任何支援服務的一部分，由 AVEVA 提供的對軟體的任何普遍可得的升級、更新、優化、改進或修改，但不包括 AVEVA 可單獨提供的軟體的任何新版本。

“**交易檔**”指雙方簽訂的任何協議，AVEVA 根據該協定向客戶提供本 EULA 提及的產品。

SOFTWARE SCHEDULE

軟體附錄

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.

本軟體附錄（簡稱“**軟體附錄**”）是對 AVEVA 和客戶之間簽訂、援引本軟體附錄的特定交易檔的補充，並構成其一部分。

1. APPLICABILITY.	1. 適用性。
1.1 This Software Schedule governs the use of the Software licensed or purchased by Customer as specified in the Transaction Document.	1.1 本軟體附錄適用於交易檔中規定的客戶許可或購買的軟體。
1.2 Any terms in this Software Schedule apply solely to the Software listed above and prevail over any conflicting terms in the GTCs.	1.2 本軟體附錄中的任何條款僅適用於上述軟體，並優先於一般條款和條件中的任何衝突條款。
1.3 The Software Products can be ordered individually or collectively on a Transaction Document, and each Software Product is subject to the terms of the Transaction Document in which the Software Schedule is referenced.	1.3 軟體產品可以根據交易檔單獨或統一訂購，每個軟體產品都要遵守援引軟體附錄的交易檔的條款。
2. ADDITIONAL DEFINITIONS. The following capitalized terms used in this Software Schedule shall have the respective meanings specified below:	2. 補充定義。 本軟體附錄中使用的以下加粗術語應具有如下規定的含義：
2.1 “ Application Name Space ” means a system of unique application objects (representing physical, logical, or graphical entities) that interact or are used with the Software.	2.1 “ 應用程式名稱空間 ”指與軟體交互或一起使用的一組唯一應用程式物件（表示物理、邏輯或圖形實體）。
2.2 “ Authorized Applications ” shall have the meaning set forth in Section 9.14(a)(iii)(a) or Section 9.15(b)(i), as applicable.	2.2 “ 授權應用程式 ”應具有第 9.14 (a) (iii) (a) 節或第 9.15 (b) (i) 節（根據情況適用）中所述的含義。
2.3 “ CAL ” (Client Access License) means a usage license required for each Client that runs, accesses or utilizes, directly or indirectly, Software (or other specified services) running on a Server.	2.3 “ CAL ”（ 用戶端存取授權 ）指每個用戶端直接或間接運行、訪問或使用伺服器上運行的軟體（或其他指定服務）所需的使用許可證。
2.4 “ Capacity ” means a specific licensed size criteria as described on the License Certificate and may include, among other measurements, unit counts, the number of Data Sources, Equipment counts, I/O Counts, Platform Counts, Session Counts, Tag Counts and Site Counts.	2.4 “ 容量 ”指許可證書上所述的特定許可規模標準，除其他度量外，可能包括單元計數、資料來源數量、設備計數、I/O 計數、平臺計數、會話計數、標籤計數和網站計數。
2.5 “ Client ” means a Device accessing or utilizing, directly or indirectly, Server Software.	2.5 “ 用戶端 ”指直接或間接訪問或使用伺服器軟體的設備。
2.6 “ Client Connection ” means a usage license required for a Client. For the avoidance of doubt, one Client will require multiple Client Connections (including the corresponding licenses) if the Client access, or utilizes, directly or indirectly, multiple instances of Software.	2.6 “ 用戶端連接 ”指用戶端所需的使用許可證。為免生疑問，如果一個用戶端直接或間接訪問或使用多個軟體實例，則該用戶端將需要多個用戶端連接（包括相應的許可證）。
2.7 “ Concurrent User Logins ” means the number of concurrent user login connections to a designated system at a given time.	2.7 “ 併發用戶登錄 ”指在指定時間內在指定系統上的併發使用者登錄連接數。
2.8 “ Core ” means one unit of a physical or virtual processor as detected by the operating system.	2.8 “ 核心 ”指作業系統檢測到的物理或虛擬處理器的一個單元。
2.9 “ Data Sources ” means configurable data connectors used to connect to external data stores that are being monitored, processed, or utilized by the Software.	2.9 “ 資料來源 ”指可配置的資料連接器，用於連接到被軟體監控、處理或使用的外部資料存儲。
2.10 “ Device ” means any physical or virtual environment, node, Server, computer, or other digital workstation, edge device, electronic, cellular or smartphone, handheld computer, tablet PC, or computing equipment that runs, accesses, or utilizes the services of the Software.	2.10 “ 設備 ”指運行、訪問或使用軟體服務的任何物理或虛擬環境、節點、伺服器、電腦或其他數位工作站、邊緣設備、電子器件、行動電話或智慧手機、掌上型電腦、平板電腦或計算設備。
2.11 “ Documentation ” means the user guides and manuals for the installation and use of the Software, whether provided in electronic, physical media, hard copy, or other form.	2.11 “ 文檔 ”指軟體的安裝和使用使用者指南和手冊，無論是電子、物理媒介、硬拷貝還是其他形式提供。
2.12 “ Dual Redundant ” means:	2.12 “ 雙冗餘 ”：
(a) in the case of a bundled RealTime Services/Historical Services license, a configuration in which AVEVA’s RealTime Services, Historical Services and applications software are installed on each of two servers forming part of Customer’s System, with one server being the “hot” or operational server and the other acting as a standby, so that only one copy of the RealTime Services, Historical Services and applications software will be accessed by the licensed Seats indicated in Transaction Document at any particular point in time.	(a) 在捆綁即時服務/歷史服務許可證的情況下，指將 AVEVA 的即時服務和歷史服務應用（RealTime Services, Historical Services and applications）軟體安裝到構成客戶系統一部分的兩個伺服器之一上的配置，其中一個伺服器是“熱”或操作伺服器，另一個作為備用伺服器，從而在任何特定時間點，交易檔中指定的許可席位只能訪問即時服務和歷史服務應用（RealTime Services, Historical Services and applications）軟體的一個副本。
(b) In the case where Customer has purchased individual (unbundled) licenses for RealTime Services and Historical Services, a configuration in which the RealTime Services, Historical Services and applications software are installed on two separate “hot” or operational servers (RealTime Services on one and Historical Services on the other) with a copy of the RealTime Services, Historical Services and applications software each installed in the same manner on two separate additional servers acting as a standby, so that only one copy of the RealTime Services, Historical Services and applications software will be accessed by the licensed Seats indicated in Transaction Document at any particular point in time.	(b) 如果客戶為即時服務和歷史服務單獨購買了（未捆綁）許可證，指即時服務和歷史服務應用（RealTime Services, Historical Services and applications）軟體安裝到兩個獨立的“熱”或操作伺服器（即時服務（RealTime Services）在一個伺服器上，而歷史服務（Historical Services）在另一個伺服器上）上的配置，其中將即時服務和歷史服務應用（RealTime Services, Historical Services and applications）軟體的一個副本以相同的方式安裝到作為備用伺服器的兩個單獨的附加伺服器上，從而在任何特定時間點，交易檔中指定的許可席位只能訪問即時服務和歷史服務應用（RealTime Services, Historical Services and applications）軟體的一個副本。
2.13 “ Enterprise License ” means a license model that permits use of specified Software for a number of Customer’s employees throughout Customer’s organization and sites. An Enterprise License enables Customer to standardize all Customer sites on the specified Software.	2.13 “ 企業許可證 ”指允許客戶的員工在客戶的公司和各個網站使用指定軟體的一種許可證模式。企業許可證使客戶能夠對指定軟體上的所有客戶網站進行標準化。
2.14 “ Equipment ” means any physical asset, subcomponent or grouping for use by Software for which a functional requirement has been established.	2.14 “ 設備 ”指已確定功能要求的軟體所使用的任何實物資產、子元件或分組。
2.15 “ Equipment Count ” means the number of Equipment.	2.15 “ 設備計數 ”指設備的數量。
2.16 “ Equipment/Segment ” means a software object configured with software information management and data collection functionality in a single software database instance.	2.16 “ 設備/段 ”指在單個軟體資料庫實例中配有軟體資訊管理和資料收集功能的軟體物件。
2.17 “ Facility ” means the location(s) where the Software is installed.	2.17 “ 設施 ”指安裝軟體的位置。
2.18 “ Fixed Intelligence Model ” means the predefined Energy Performance Intelligence Model is not permitted to be modified.	2.18 “ 固定智慧模型 ”指不允許修改的預定義能源性能智慧模型。
2.19 “ I/O Count ” means the maximum number of unique external data points that the Software is licensed to monitor at any given time.	2.19 “ I/O 計數 ”指軟體有權在任何指定時間監控的唯一外部資料點的最大數量。

- 2.20 **"Intelligence Model"** means the collection of data sources, dimensions, and measures objects, which defined how source data will be transformed into Intelligence Data Store.
- 2.21 **"Label Assurance Line Client"** means a software program that accesses the service made available by a Label Assurance Server. One (1) Label Assurance Line Client is required for scanning a set containing a label, a best-before date, and a lot code in a packaging line/equipment for any one time. Each Label Assurance Client allows one (1) instance of line side client to access the Label Assurance execution screen, and also three (3) concurrent web users to access Label Assurance web management client or reporting.
- 2.22 **"Label Assurance Server"** means a software program that provides Label Assurance functionality of a client program – Label Assurance Line Client. One (1) Label Assurance Server is required for production premise with a dedicated information technology and automation network. System Platform software is needed for Label Assurance Server and the licenses for Label Assurance may come with or without licenses for System Platform. Customer may choose to buy the Label Assurance Server licenses with System Platform or may choose to buy the Label Assurance Server licenses without System Platform and to buy the System Platform license separately (or use an existing System Platform license).
- 2.23 **"License Certificate"** means a document included with the Software that may provide, among other things, specific information regarding Capacity, name of specified licensee and location where the Software is licensed for use, Device identification and Named Users (as applicable).
- 2.24 **"License File"** means a component of the Software that enables one or more components of the Software (for example, authorization keys) and may also specify, as applicable, (a) the location of the designated Device(s), Label Assurance Server, and/or Label Assurance Line Client, (b) the Named User(s), (c) the Intelligence Model, (d) the location for authorized use of the Software or of the users, and (e) the Customer. The License File may also specify the Capacity for the Software. Certain components of the Software may be licensed under the Agreement without a License File. If a License File is used, Customer's license of the Software will be subject to any restrictions set forth in the License File.
- 2.25 **"License Key"** means the software key code or a hardware key that is provided with the software product.
- 2.26 **"Megawatt Unit"** means a unit of electrical power equal to one million watts.
- 2.27 **"Named Device"** means a specified, individual Device.
- 2.28 **"Named User"** means a specified, individual person and is unique to the individual. A Named User is not a particular logon name, a group, an organization, part of a company or organization, or any other non-person entity.
- 2.29 **"Open Intelligence Model"** means the predefined Energy Performance Intelligence Model is open for modification to bring in more dimensions and measures.
- 2.30 **"Per Core Use"** means Server Software licensing wherein a separate license is required for each core that resides on a single Server.
- 2.31 **"Per Device Use"**, also called "Per Seat Use" means Device licensing as specified in the Transaction Document, License File, or License Certificate wherein a Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software. Customer must purchase a Per Device ("Per Seat") License for each Device licensed for Per Device Use. This type of license is installed locally on the Device.
- 2.32 **"Per Named Device"** means Server Software licensed wherein one Named Device is licensed to access or utilize the services of the Server Software on an unlimited number of Servers running the Server Software.
- 2.33 **"Per Named User"** means Server Software licensed wherein one Named User using any Device is licensed to access or utilizes the services of the Server Software on an unlimited number of Servers running the Server Software.
- 2.34 **"Per Server Use"**, also called "concurrent use", means Software licensing wherein the Software may be installed on an unlimited number of Devices provided however that the number of Devices utilizing the services of the Software residing on a single Server is limited by the number of Per Server access licenses purchased as defined in the Transaction Document, License File, or License Certificate.
- 2.35 **"Per Session Count Use"** means Server licensing used in a Remote Desktop Server Edition technology environment wherein the number of Devices accessing or utilizing the services of the Software residing on a single Server at a given point in time is limited by the number of Sessions specified in the license purchased as defined in the Transaction Document, License File, or License Certificate. Per Session Count Use applies to Remote Desktop Server Edition technology.
- 2.36 **"Platform"** means Software that is required in order for a Device to operate with Application Server Software.
- 2.37 **"Platform Count"** means the number of Devices which are licensed to host the "Platform".
- 2.38 **"Power Generation Unit"** means a group of equipment converting mechanical or renewable energy into a rated capacity of electric energy (electricity) as per design standards.
- 2.39 **"Replaced License"** means a License File and/or License Certificate that has been replaced or superseded by another License File and/or License Certificate for the purpose of direct substitution.
- 2.40 **"Reporting Point"** means an item that manages how and when data are captured from Customer's data sources. Client applications retrieve data from the reporting point based upon module selection and filter conditions.
- 2.41 **"Repository"** means a logical or physical database or means of grouping and/or storing workflows.
- 2.42 **"Runtime Report"** means a discrete report active in the Software.
- 2.43 **"Seats"** means the ezXOS, ES stations and non-XOS computers (if any), described in Transaction Document with access to the RealTime Services, Historical Services and applications software installed on the servers forming part of the System.
- 2.44 **"Server"** means any Device that hosts Server Software and can be run, accessed, or used by another Device.
- 2.45 **"Server Software"** means those components of, or programs in, the Software that provide services on a Device called a Server on which services may be run, accessed or used by another Device.
- 2.20 **"智慧模型"** 指資料來源、維度和度量物件的集合，定義了如何將來源資料轉換到智慧資料存儲中。
- 2.21 **"標籤保證線用戶端"** 指訪問由標籤保證伺服器 (Label Assurance Server) 提供的服務的軟體程式。— (1) 個 "標籤保證線" 用戶端需要掃描任何時間的包裝線/設備中的標籤、最佳使用日期和批次代碼等資料集。每個 "標籤保證線" 用戶端允許一 (1) 個線端用戶端訪問標籤保證執行 (Label Assurance execution) 螢幕，也允許三 (3) 個併發 web 用戶訪問 "標籤保證 web 管理" 用戶端或報告。
- 2.22 **"標籤保證伺服器"** (Label Assurance Server) 指具有 "標籤保證線" 用戶端程式標籤保證功能的軟體程式。生產場所需要一 (1) 台標籤保證伺服器 (Label Assurance Server)，且配有專用資訊技術和自動化網路。標籤保證伺服器 (Label Assurance Server) 需要系統平臺 (System Platform) 軟體，標籤保證許可證可與系統平臺許可證一起，也可不與其一起提供。客戶可以選擇購買帶系統平臺的標籤保證伺服器許可證，也可以選擇購買不帶系統平臺的標籤保證伺服器許可證，並單獨購買系統平臺許可證 (或使用現有的系統平臺許可證)。
- 2.23 **"許可證書"** 指軟體附帶的一份檔，除個別內容以外可提供有關容量、指定被許可方的名稱和軟體許可使用的地點、設備標識和指定使用者 (如適用) 的具體資訊。
- 2.24 **"授權檔案"** 指使一個或多個軟體元件 (例如授權金鑰) 啟用的一個軟體組成分，還可根據情況指定 (a) 指定設備、標籤保證伺服器 (Label Assurance Server) 和/或 "標籤保證線" 用戶端的位置，(b) 指定使用者，(c) 智慧模型，(d) 軟體或使用者的授權使用位置，以及 (e) 客戶。授權檔案還可以指定軟體的容量。軟體的某些元件可以在沒有授權檔案的情況下根據本協定獲得許可。如果使用授權檔案，客戶的軟體許可證將受到該授權檔案中規定的任何限制。
- 2.25 **"許可證金鑰"** 指隨軟體產品提供的軟體金鑰代碼或硬體金鑰。
- 2.26 **"兆瓦單位"** 指等於一百萬瓦的電功率單位。
- 2.27 **"指定設備"** 指指定的單個設備。
- 2.28 **"指定用戶"** 指特定的唯一個人。指定使用者不是特定的登錄名、組、組織、公司或組織的一部分或任何其他非個人實體。
- 2.29 **"開放智慧模型"** 指可以修改以引入更多維度和措施的預定義能源性能智慧模型。
- 2.30 **"按核心使用"** 指單個伺服器上的每個核心需要單獨許可證的伺服器軟體許可。
- 2.31 **"按設備使用"**，也稱為 "按席位使用"，指設備有權訪問或使用運行伺服器軟體的無限量伺服器上的伺服器軟體服務的設備許可，如交易檔、授權檔案或許可證書中所規定。客戶必須為 "按設備使用" 許可的每台設備購買一份按設備 ("按席位") 使用許可證。此類許可證可以在設備上本地安裝。
- 2.32 **"按指定設備"** 指指定設備有權訪問或使用運行伺服器軟體的無限量伺服器上的伺服器軟體服務的伺服器軟體許可。
- 2.33 **"按指定使用者"** 指使用任何設備的指定使用者有權訪問或使用運行伺服器軟體的無限量伺服器上的伺服器軟體服務的伺服器軟體許可。
- 2.34 **"按伺服器使用"**，也稱為 "併發使用"，指只要根據交易檔、授權檔案或許可證書中定義的按伺服器訪問許可的數量對使用單個伺服器上的軟體服務的設備數量進行限制，則可將軟體安裝到無限量設備上的軟體許可。
- 2.35 **"按會話計數使用"** 指根據交易檔、授權檔案或許可證書中定義的許可證規定的會話數量對在指定時間訪問或使用單個伺服器上的軟體服務的設備數量進行限制的伺服器許可，適用於遠端桌面伺服器版本技術環境。按會話計數使用適用於遠端桌面伺服器版本技術。
- 2.36 **"平臺"** 指設備與應用伺服器 (Application Server) 軟體一起運行所需的軟體。
- 2.37 **"平臺計數"** 指有權承載 "平臺" 的設備數量。
- 2.38 **"發電機組"** 指按照設計標準將機械或可再生能源轉換為額定電能 (電) 的一組設備。
- 2.39 **"被替換的許可證"** 指被另一個授權檔案和/或許可證書直接替換或取代的授權檔案和/或許可證書。
- 2.40 **"報告點"** 指管理如何以及何時從客戶的資料來源捕獲資料的專案。用戶端應用程式根據模組選擇和篩選條件檢索來自報告點的資料。
- 2.41 **"存儲庫"** 指邏輯或物理資料庫，或對工作流進行分組和/或存儲的工具。
- 2.42 **"運行時報告"** 指軟體中活動的離散報告。
- 2.43 **"席位"** 是指交易檔中描述的 ezXOS、ES 站和非 XOS 電腦 (如有)，可訪問安裝在構成系統一部分的伺服器上的即時服務和歷史服務應用 (RealTime Services, Historical Services and applications) 軟體。
- 2.44 **"伺服器"** 指承載伺服器軟體、可由其他設備運行、訪問或使用的任何設備。
- 2.45 **"伺服器軟體"** 指在稱為伺服器的設備上提供服務的軟體元件或程式，其他設備可以在該設備上運行、訪問或使用服務。

2.46	"Session Count" means the number of licensed AVEVA-based, Microsoft Remote Desktop Client (RDC) sessions.	2.46	"會話計數" 指基於 AVEVA、Microsoft 遠端桌面用戶端 (RDC) 許可會話的數量。
2.47	"Site License" means a license model that permits use of specified Software for a number of Customer's employees at a specific Customer site/physical location.	2.47	"網站授權" 指允許客戶員工在特定客戶網站/物理位置使用指定軟體的一種許可證模式。
2.48	"Site(s)" means those locations at which the Software will run or be stored as backup as listed in the Transaction Document.	2.48	"網站" 指交易檔中列出、軟體運行或作為備用軟體存儲的位置。
2.49	"Software Term" means the initial term and any subsequent renewal term(s) for the Software, as set forth in the applicable Transaction Document.	2.49	"軟體期限" 指適用交易檔中規定的軟體初始期限和任何後續續展期。
2.50	"System" means the system as identified and described in the Transaction Document and consisting of the control centers, servers and work stations as shown in the system configuration diagram in the Transaction Document.	2.50	"系統" 指交易檔中確定和描述的系統，包括交易檔案系統配置圖中所示的控制中心、伺服器和工作站。
2.51	"Tag" means a representation of an internal or external data value or calculation result.	2.51	"標籤" 指內部或外部資料值或計算結果的再現。
2.52	"Tag Count" means the number of internal or external data points or calculations resulting from the Tags that are being monitored, processed, or utilized by the Software.	2.52	"標籤計數" 指由軟體監控、處理或使用的標籤所產生的內部或外部資料點或計算的數量。
2.53	"Toolkit Software" means Software designated by AVEVA on the Transaction Document and/or License File as a "toolkit" software product and which may include compiled computer code and portions of source code which may be used by Customer to extend the functionality of the Software.	2.53	"工具箱軟體" 指 AVEVA 在交易檔和/或授權檔案中指定為"工具箱"軟體產品的軟體，其中可能包括編譯的電腦代碼和客戶可能用於擴展軟體功能的部分原始程式碼。
2.54	"Triple Redundant" means a Dual Redundant configuration in which an additional copy of the RealTime Services and Historical Services software is installed on a server located at a separate off-site location acting as an emergency/contingency backup, so that only one copy of the RealTime Services, Historical Services and applications software will be accessed by the licensed Seats indicated in the applicable Transaction Document at any particular point in time.	2.54	"三重冗餘" 指將即時服務和歷史服務 (RealTime Services and Historical Services) 軟體的附加副本作為緊急/應急備用軟體安裝於位於獨立非網站位置的伺服器上的雙重冗餘配置，從而在任何特定時間點，交易檔中指定的許可席位只能訪問即時服務和歷史服務應用 (RealTime Services, Historical Services and applications) 軟體的一個副本。
2.55	"Water Flow Rate" means the total water flow rate in cubic meters per hour in the scope of the Aquis Hydraulic model.	2.55	"水流速" 指 Aquis 水力模型範圍內的總水流速，單位為立方米/小時。
2.56	"Wind River Marketplace" shall have the meaning set forth in Section 9.13(b)(i).	2.56	"Wind River Marketplace" 應具有第 9.13 (b) (i) 節中所述的含義。
2.57	"Wind River" shall have the meaning set forth in Section 9.13(b)(i).	2.57	"風河" 應具有第 9.13 (b) (i) 節中所述的含義。
3.	ADDITIONAL RESTRICTIONS.	3.	附加限制。
3.1	<u>Copying of License File.</u> Unless specifically authorized in writing by AVEVA, copying of a License File using virtualization technology is prohibited.	3.1	<u>授權檔案的複製。</u> 除非經 AVEVA 特別書面授權，否則禁止使用虛擬化技術複製授權檔案。
3.2	<u>Installation Limitations.</u> The media upon which the Software resides may contain multiple copies of some of the components of the Software, each of which is compatible with different microprocessor architectures or different underlying operating systems. Customer may install the Software for use only with one architecture and one operating system at any given time, consistent with the restrictions in the Agreement (including any License File, License Certificate or Transaction Document).	3.2	<u>安裝限制。</u> 軟體所在的媒介可以包含某些軟體元件的多個副本，每個元件都與不同的微處理器架構或不同的底層作業系統相容。用戶可安裝並在任何指定時間僅與一套架構和一套作業系統一起使用軟體，且符合本協定 (包括任何授權檔案、許可證書或交易檔) 中的限制。
3.3	<u>Replaced License Restrictions.</u> License Files and/or License Certificates may be replaced for various purposes as agreed to by AVEVA and Customer. A Replaced License must be removed from any Device and its original license file, license CD, and/or License Certificate must be destroyed or archived and clearly marked as "Inactivated" so that it cannot be used. The act of replacement includes but is not limited to:	3.3	<u>對被替換的許可證的限制。</u> 授權檔案和/或許可證書可根據 AVEVA 和客戶約定的各種用途進行替換。被替換的許可證必須從任何設備上刪除，而且其原始授權檔案、許可證 CD 和/或許可證書必須銷毀或存檔，並清楚地標記為"未啟動"，以便無法使用。替換行為包括但不限於：
	(a) <u>Version Upgrades</u> – when an earlier or lower numbered version license is replaced by a newer or higher numbered version license. For example, a Product X license with version 6.0 is replaced with a Product X license with a version 6.5;		(a) <u>版本升級</u> ——當早期或低版本許可證被更新或高版本許可證替換時。例如，6.0 版的產品 X 許可證被替換為 6.5 版的產品 X 許可證；
	(b) <u>Functional Upgrades</u> – when a license with certain Capacity and functionality is replaced by a license with greater Capacity or different functionality. For example, an InTouch 3000 Tag Count license is replaced by an InTouch 60000 Tag Count license; or an Historian license is replaced by a System Platform license;		(b) <u>功能升級</u> ——當具有特定容量和功能的許可證被具有更大容量或不同功能的許可證替換時。例如，InTouch 3000 標籤計數許可證被替換為 InTouch 60000 標籤計數許可證；或者 Historian 許可證被替換為系統平臺許可證；
	(c) <u>Lost/Stolen/Failed Keys</u> – when a license key is lost, stolen, or fails and a replacement license key is provided. If a lost/stolen key is found/recovered, it must be destroyed; or,		(c) <u>丟失/被盜/失效的金鑰</u> ——當許可證金鑰丟失、被盜或失效，提供其替換許可證金鑰時。如果發現/找回丟失/被盜的金鑰，必須銷毀該金鑰；或，
	(d) <u>Keyed License to Keyless License</u> – when a license file locked to a hardware key/dongle is replaced by a license file only or visa-versa.		(d) <u>金鑰許可證到無金鑰許可證</u> ——當鎖定到硬體金鑰/加密狗的授權檔案被替換為僅授權檔案時，反之亦然。
3.4	<u>FactorySuite (FS) Gateway Software Restrictions.</u> FS Gateway Software is an application that acts as a communications protocol converter in a single computer. FS Gateway Software may be licensed to Customer under the Agreement without a separate License File or License Certificate to link AVEVA application software to clients and data sources that communicate using the following protocols: OPC (OLE for Process Control), SuiteLink, DDE/FastDDE, as well as Archestra and InTouch data sources. If licensed to Customer, FS Gateway Software can be used in conjunction with AVEVA software products. Use of FS Gateway Software solely with non-AVEVA products is prohibited.	3.4	<u>FactorySuite (FS) 閘道軟體限制。</u> FS 閘道 (FS Gateway) 軟體是一個在單台電腦中充當通信協定轉換器的應用程式。FS 閘道 (FS Gateway) 軟體可根據本協定授予客戶，無需單獨的授權檔案或許可證書，即可將 AVEVA 應用軟體連結到使用以下協定進行通信的用戶端和資料來源：OPC (用於程式控制的 OLE)、SuiteLink、DDE/FastDDE 以及 Archestra 和 InTouch 資料來源。如果授予客戶，FS 閘道 (FS Gateway) 軟體可與 AVEVA 軟體產品結合使用。禁止將 FS 閘道 (FS Gateway) 軟體僅用於非 AVEVA 產品。
3.5	<u>Application Program Interface License.</u> If any Software contains or is provided with an application program interface and Customer is expressly permitted to utilize such application program interface with other software, applications, or other interfaces pursuant to the Agreement (e.g., with AVEVA's prior written consent or if expressly permitted by the Documentation), then Customer's use of such application program interface with such other software, applications, or other interfaces shall require Customer to obtain from AVEVA a separate license (e.g., the appropriate CAL or Client Connection) for such usage of the application program interface.	3.5	<u>應用程式介面許可證。</u> 如果任何套裝軟體含或裝有應用程式介面，且根據本協定明確允許客戶將該應用程式介面與其他軟體、應用程式或其他介面一起使用 (例如，經 AVEVA 事先書面同意或文檔明確允許)，則如果客戶將該應用程式介面與此類其他軟體、應用程式或其他介面一起使用，應要求客戶從 AVEVA 處獲得單獨的許可證 (例如，適當的 CAL 或用戶端連接)，以使用該應用程式介面。
4.	VERSION LIMITATIONS.	4.	版本限制。
	The Software, and various components thereof, contain certain version numbers (such as version "6.5"). The Agreement permits Customer to install one copy of the Software, whereas (i) some Software may allow the same version number as the Software version number listed on the Transaction Document (or in an Update that is part of the Software licensed) on the number of computers authorized hereunder (for example, if the version number listed for a particular component of the Software is "6.5", then Customer may install a copy of that component of the Software having a "6.5" version number, but not a "6.6" version number), and (ii) some Software may allow the same or lower version number as the Software version number listed on the License File or Transaction Document (or in an Update that is part of the Software licensed) on the number of computers authorized under the Agreement (for example, if the version number		軟體及其各種元件包含某些版本號 (例如版本 "6.5")。本協定允許客戶安裝軟體的一個副本，但是 (i) 某些軟體可能允許在本協定授權的電腦數量上安裝與交易檔 (或作為許可軟體一部分的更新) 所列相同的軟體版本號 (例如，如果所列的軟體特定元件版本號是 "6.5"，則客戶可以安裝版本號為 "6.5" 的軟體元件副本，而不是 "6.6")，以及 (ii) 某些軟體可能允許在本協定授權的電腦數量上安裝與授權檔案或交易檔 (或作為許可軟體一部分的更新) 所列相同或更低的版本號 (例如，如果所列的軟體特定元件版本號是 "6.5"，則客戶可以安裝版本號為 "6.5" 或 "6.0" 的軟體元件副本，而不是 "6.6")。

listed for a particular component of the Software is "6.5", then Customer may install a copy of that component of the Software having a "6.5" or "6.0" version number, but not a "6.6" version number).

5. ADDITIONAL LICENSE PROVISIONS.

5.1 Per Server/Concurrent Use Basis. If the Software has been licensed on a Per Server/Concurrent Use basis, then the following additional terms and conditions shall apply:

(a) If Customer has licensed the Software on a Per Server/Concurrent Use basis, then the Software may be installed on a single Server that will be the designated Device under the Agreement, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License File. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by Customer). For the avoidance of doubt, one Device will require multiple concurrent sessions (and corresponding licenses) if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software.

5.2 Per Device Use Basis. If the Server Software has been licensed on a Per Device Use basis, then the following additional terms and conditions shall apply:

(a) If the Server Software is licensed on a Per Device Use basis, then a separate CAL must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. For the avoidance of doubt, one Device will require multiple CALs if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the Server Software.

5.3 Per Named User Basis. If the Server Software has been licensed on a Per Named User basis, then the following additional terms and conditions shall apply:

(a) If the Server Software is licensed on a Per Named User basis, then the allocation and identification of the individual Named User must be maintained by Customer on file at Customer's location for a minimum of thirty (30) days before the allocation and identification of the Named User can be moved or transferred to a different, separate and unique individual. The identified Named User may activate only one instance of the services of a Server from any Device at any location at any given point in time with each Named User CAL purchased. Multiple simultaneous instance activations of the services of a Server by a Named User requires an equal multiple number of Named User CALs.

(b) CALs authorize access or use of only the specific Server Software associated with such CAL.

5.4 Per Server Use Basis. If the Server Software has been licensed on a Per Server Use basis, then the following additional terms and conditions shall apply:

(a) If the Server Software is licensed on a Per Server Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. For the avoidance of doubt, one Device will require multiple CALs if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software. CALs authorize access or use of only the specific Server Software associated with such CAL. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, then Customer must purchase the required access license for each database or data source accessed. Failure of Customer to purchase the required database or data source license is a material breach of the Agreement.

5.5 Per Processor Use Basis. If the Server Software has been licensed on a Per Processor Use basis, then the following additional terms and conditions shall apply:

(a) If the Server Software is licensed on a Per Processor Use basis, then for each processor residing on the Server, a separate Per Processor use license must be purchased. A Per Processor license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Processor license has been purchased, pursuant to the Transaction Document, License File, or License Certificate, for each processor running on the Server.

5.6 Per Session Count Use Basis. If the Software has been licensed on a Per Session Count Use basis, then the following additional terms and conditions shall apply:

(a) If the Software is licensed on a Per Session Count Use basis, then the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of Sessions specified in the License File. For the avoidance of doubt, one Device will require multiple sessions (and corresponding licenses) if the Device accesses or utilizes, directly or indirectly, concurrent sessions of the services of the Server Software.

5.7 Per Core Use Basis. If the Server Software has been licensed on a Per Core Use basis, then the following additional terms and conditions shall apply:

(a) If the Server Software is licensed on a Per Core Use basis, then for each processor residing on the Server, a separate Per Core use license must be purchased. A Per Core license will allow an unlimited number of Devices to access the services of the Server running the Server Software as long as a Per Core license has been purchased, pursuant to the Transaction Document, License File, or License Certificate, for each core running on the Server.

5.8 Runtime Report Basis. If the Software has been licensed on a Runtime Report basis, then the following additional terms and conditions shall apply:

(a) If the Software is licensed on a Runtime Report basis, the maximum number of Runtime Reports utilized by Customer per Server is limited to the Runtime Report count for the Software as specified in the License File, Transaction Document or License

5. 附加許可條款。

5.1 以按伺服器/併發使用為基礎。如果軟體已以按伺服器/併發使用為基礎獲得許可，則以下附加條款和條件應適用：

(a) 如果客戶已以按伺服器/併發使用為基礎獲得軟體許可證，則軟體可以安裝在作為本協定指定設備的單個伺服器上，並根據授權檔案中指定的併發會話數量對在指定時間點可以訪問或利用伺服器軟體的服務的最大設備數量進行限制。當設備和運行在伺服器上的伺服器軟體之間存在直接或間接連接時（無論是使用設備軟體、協力廠商產品還是客戶開發的應用程式來訪問或使用伺服器軟體），可以訪問或使用伺服器軟體的服務。為免生疑問，如果一台設備直接或間接地訪問或使用伺服器軟體服務的併發會話，則該設備將需要多個併發會話（和相應的許可證）。

5.2 以按設備使用為基礎。如果伺服器軟體已以按設備使用為基礎獲得許可，則以下附加條款和條件應適用：

(a) 如果伺服器軟體以按設備使用為基礎獲得許可，則必須為訪問或使用伺服器軟體的每個特定設備（可以在運行伺服器軟體的任何數量的伺服器上訪問或使用伺服器軟體的服務）購買單獨的 CAL，並且每個設備 CAL 必須專用於單個設備。為免生疑問，如果一個設備直接或間接地訪問或使用伺服器軟體的併發會話，則該設備將需要多個 CAL。

5.3 以按指定用戶為基礎。如果伺服器軟體已以按指定使用者為基礎獲得許可，則以下附加條款和條件應適用：

(a) 如果伺服器軟體以按指定使用者為基礎獲得許可，則客戶必須在客戶所在地保存個人指定使用者的指定和認證至少三十（30）天，然後才能將其移動或轉移給其他單獨的唯一一個人。購買每個指定用戶的 CAL 後，經認證的指定用戶可以在任何指定時間點從任何位置的任何設備上啟動伺服器的一系列服務。一個指定使用者同時啟動一個伺服器的各種服務需要獲得等量的多種指定用戶 CAL。

(b) CAL 僅授權訪問或使用與該 CAL 關聯的特定伺服器軟體。

5.4 以按伺服器使用為基礎。如果伺服器軟體已以按伺服器使用為基礎獲得許可，則以下附加條款和條件應適用：

(a) 如果伺服器軟體以按伺服器使用為基礎獲得許可，則在指定時間點可以訪問或使用伺服器軟體服務的最大設備數量等於已購買並指定用於該伺服器的每台設備的設備 CAL 數量。為免生疑問，如果一個設備直接或間接地訪問或使用伺服器軟體服務的併發會話，則該設備將需要多個 CAL。CAL 僅授權訪問或使用與該 CAL 關聯的特定伺服器軟體。如果任何軟體以按伺服器使用為基礎獲得許可，並能訪問任何資料庫或資料來源，則客戶必須為訪問的每個資料庫或資料來源購買所需的訪問許可證。客戶未能購買所需的資料庫或資料來源許可證即構成對本協議的重大違約。

5.5 以按處理器使用為基礎。如果伺服器軟體已以按處理器使用為基礎獲得許可，則以下附加條款和條件應適用：

(a) 如果伺服器軟體以按處理器使用為基礎獲得許可，則對於伺服器上的每個處理器，必須購買單獨的按處理器使用許可證。按處理器使用許可證將允許無限量的設備訪問運行伺服器軟體的伺服器的服務，但前提是已根據交易檔、授權檔案或許可證書為伺服器上運行的每個處理器購買按處理器使用許可證。

5.6 以按會話計數使用為基礎。如果軟體已以按會話計數使用為基礎獲得許可，則以下附加條款和條件應適用：

(a) 如果軟體以按會話計數使用為基礎獲得許可，則根據授權檔案中指定的會話數量對在指定時間點可以訪問或使用伺服器軟體服務的最大設備數量進行限制。為免生疑問，如果一個設備直接或間接地訪問或使用伺服器軟體服務的併發會話，則該設備將需要多個會話（和相應的許可證）。

5.7 以按核心使用為基礎。如果伺服器軟體已以按核心使用為基礎獲得許可，則以下附加條款和條件應適用：

(a) 如果伺服器軟體以按核心使用為基礎獲得許可，則對於伺服器上的每個處理器，必須購買單獨的按核心使用許可證。按核心許可證將允許無限量的設備訪問運行伺服器軟體的伺服器的服務，但前提是已根據交易檔、授權檔案或許可證書為伺服器上運行的每個核心購買按核心使用許可證。

5.8 以運行時報為基礎。如果軟體已以運行時報為基礎獲得許可，則以下附加條款和條件應適用：

(a) 如果軟體以運行時報為基礎獲得許可，則客戶每台伺服器使用的運行時報報告的最大數量僅限於授權檔案、交易檔或許可證書中指定的軟體運行時報計數。

Certificate.

5.9 Single Facility/Single Device Basis. If the Software has been licensed on a Single Facility/Single Device basis, then the following additional terms and condition apply:

- (a) If the Software is licensed on a Single Facility/Single Device basis, then the Software may only be installed and used on a single Device, which Device must be located at the Facility specified in the applicable Transaction Document. The Single Facility/Single Device license may be subject to further restrictions as set forth in the applicable Transaction Document.

5.10 Enterprise License. If the Software has been licensed on an Enterprise License basis, then the following additional terms and conditions shall apply:

- (a) If the Software is licensed on an Enterprise License basis, the duration, scope and pricing of such Enterprise License will be determined on a case-by-case basis. An Enterprise License is granted upon Customer's receipt of a written authorization for such Enterprise License, which must be signed by AVEVA and also countersigned by Customer. Among other things, the signed written authorization will describe the duration, scope and license fees for the Enterprise License and Customer's Software support commitments under the Enterprise License.

5.11 Site License. If the Software has been licensed on a Site License basis, then the following additional terms and conditions shall apply:

- (a) If the Software is licensed on a Site License basis, the duration, scope and pricing of such Site License will be determined on a case-by-case basis. A Site License is granted upon Customer's receipt of a written authorization for such Site License, which must be signed by AVEVA and also countersigned by Customer. Among other things, the signed written authorization will describe the duration, scope and license fees for the Site License and Customer's Software support commitments under the Site License.

5.12 Facility License. If the Software has been licensed to a specified Facility, then the following additional terms and conditions shall apply:

- (a) If Customer's license of the Software is restricted to a specified Facility, then the Software may only be installed at the Facility specified in the applicable Transaction Document.

5.13 Educational license. If Customer wishes to acquire the Software for educational purpose only, please contact AVEVA's organization or its authorized reseller serving Customer country. In case the Software is identified as an academic or educational software, Customer must be a qualified educational user to be entitled to use said Software; if Customer is not a qualified educational user, Customer has no rights under this Agreement with respect to said academic or educational software. To determine whether Customer is a qualified educational user, please contact AVEVA's organization or its authorized reseller serving Customer country. Once licensed to use said academic or educational Software, Customer may not sell or transfer any such Software or sub-license Customer license right to use the same to anyone except to another person who is qualified by AVEVA as a qualified educational user. As used in this Agreement, the term 'person' shall be broadly interpreted to include without limitation any individual, any corporation, company or other legal entity.

5.14 License for Field-Test / Beta Version. If Customer has acquired a license for field-test / beta version purpose, Customer acknowledges and agrees that the Software licensed to Customer under such license is a pre-release software only. As such, said Software may not be fully functional and Customer assumes the entire risk as to the results and performance of the Software. Customer may install and use the Software licensed to Customer under a field-test / beta version license on computers in Customer's workplace for the only purpose of testing said Software before it is commercialized by AVEVA and potentially identifying any errors, bugs or defects in said Software. Customer also agrees to use reasonable efforts to provide feedback to AVEVA regarding Customer use of the Software, including a prompt report to AVEVA of errors, bugs or defects that Customer might find. Therefore, notwithstanding anything in this Agreement to the contrary, Customer may not distribute or transfer any applications Customer creates with the Software licensed to Customer under a field-test/beta version license. AVEVA will not update the Software licensed to Customer under a field-test/beta version license, nor will AVEVA provide support in relation thereto. The Software licensed to Customer under a field-test/beta version license may contain code that will, after a certain time period, deactivate the Software and render it unusable. Although said Software may attempt to warn Customer of the time frame in which it will be disabled, Customer acknowledges and agrees that said Software may be deactivated or rendered unusable with or without warning. Upon such deactivation, this Agreement will be considered terminated. Prior to deactivation of the Software Product, Customer may contact AVEVA to convert Customer field-test/beta version license on the Software to a standard license governed by this Agreement on the final release of said Software if and when available from AVEVA by paying to AVEVA the applicable license fee (if any) and obtaining from AVEVA the relevant activation code(s).

6. TOOLKIT SOFTWARE.

6.1 If the Software includes any Toolkit Software, such Toolkit Software may include limited portions in source code (human-readable) form for which modifications are not supported by AVEVA.

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7. TRANSFER OF SOFTWARE.

The below terms and conditions shall apply to (i) InTouch HMI, (ii) System Platform, (iii) Development Studio, (iv) Historian, (v) Historian Clients, (vi) Operations, (vii) Performance, (viii) Batch Management, (ix) IntelTrac Mobile Operator Rounds, (x) Intelligence, (xi) QI Analyst, (xii) SmartGlance Mobile Reports, (xiii) InTouch Edge HMI, (xiv) Recipe Management, (xv) Workflow Management, and (xvi) Quality:

Software Transfer. Customer may transfer the Software from one designated Device or Application Name Space to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device or Application Name Space prior to installing the Software on the second computer or Application Name Space, and (ii) the end-user identification information

以單一設施/單一設備為基礎。如果軟體已以單一設施/單一設備為基礎獲得許可，則以下附加條款和條件應適用：

- (a) 如果軟體以單一設施/單一設備為基礎獲得許可，則只能在單個設備上安裝和使用軟體，且該設備必須位於適用交易檔中指定的設施上。單一設施/單一設備許可證可能受到適用交易檔中規定的進一步限制。

5.10 企業許可證。如果軟體已以企業許可證為基礎獲得許可，則以下附加條款和條件應適用：

- (a) 如果軟體以企業許可證為基礎獲得許可，則該企業許可證的期限、範圍和定價將根據具體情況確定。在客戶收到企業許可證的書面授權書（該授權書必須由 AVEVA 簽署並由客戶會簽）後，即授予該企業許可證。除其他事項外，簽署的書面授權書將說明企業許可證的期限、範圍和許可證費用以及客戶在企業許可證下的軟體支援承諾。

5.11 網站授權。如果軟體已以網站授權為基礎獲得許可，則以下附加條款和條件應適用：

- (a) 如果軟體以網站授權為基礎獲得許可，則該網站授權的期限、範圍和定價將根據具體情況確定。在客戶收到網站授權的書面授權書（該授權書必須由 AVEVA 簽署並由客戶會簽）後，即授予該網站授權。除其他事項外，簽署的書面授權書將說明網站授權的期限、範圍和許可證費用以及客戶在網站授權下的軟體支援承諾。

5.12 設施許可證。如果將軟體授予指定設施，則以下附加條款和條件應適用：

- (a) 如果客戶的軟體許可證僅限於指定設施，則軟體只能安裝在適用交易檔中指定的設施上。

5.13 教育許可證。如果客戶希望獲得軟體僅用於教育目的，請聯繫 AVEVA 公司或其為客戶所在國服務的授權經銷商。如果軟體經認證為學術或教育軟體，客戶必須是有權使用所述軟體的合格教育使用者；如果客戶不是合格的教育使用者，則客戶在本協定下對所述學術或教育軟體不享有任何權利。要確定客戶是否為合格教育使用者，請聯繫 AVEVA 公司或其為客戶所在國服務的授權經銷商。獲得使用上述學術或教育軟體的許可後，客戶不得向任何人出售或轉讓該軟體或轉授客戶使用該軟體的許可權，除非是向另一名經 AVEVA 認證為合格教育用戶的人員出售或轉讓或轉授。在本協議中，術語“人士”從廣義上來講包括但不限於任何個人、任何社團、公司或其他法人實體。

5.14 現場測試/Beta 版許可證。如果客戶已獲得現場測試/beta 版許可證，客戶應承認並同意根據該許可證授予客戶的軟體僅為預發佈軟體。因此，所述軟體可能無法完全發揮功能，客戶承擔由軟體成果和性能造成的全部風險。客戶可在客戶工作場所的電腦上安裝和使用根據現場測試/beta 許可證授予客戶的軟體，且僅出於以下目的：在 AVEVA 對軟體商業化之前，測試所述軟體，並識別其中潛在的任何錯誤、漏洞或缺陷。客戶還同意盡合理努力向 AVEVA 提供有關客戶使用軟體的回饋，包括及時向 AVEVA 報告客戶可能發現的錯誤、漏洞或缺陷。因此，儘管本協議中有任何相反的規定，客戶不得分配或轉讓客戶使用根據現場測試/beta 版許可證獲得許可的軟體創建的任何應用程式。AVEVA 不會更新根據現場測試/beta 版許可證授予客戶的軟體，也不會提供相關支援。根據現場測試/beta 版許可證授予客戶的軟體可能包含可在特定時間段後使軟體停用且無法使用的代碼。儘管所述軟體可能試圖警告客戶其將被停用的時間範圍，但客戶承認並同意，無論是否發出警告，所述軟體都可能被停用或無法使用。停用後，本協議將被視為終止。停用軟體產品之前，客戶可聯繫 AVEVA，通過向 AVEVA 支付適用的許可費用（如有）並從 AVEVA 處獲得相關啟動碼，在最終發佈該軟體時將客戶對軟體的現場測試/beta 版許可證轉換為本協議規定的標準許可證（如有）。

6. 工具箱軟體。

6.1 如果軟體包括任何工具箱軟體，則該工具箱軟體可能包括以原始程式碼（人可讀取）形式存在的有限部分，而 AVEVA 不支援對其進行修改。

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7. 軟體轉移。

以下條款和條件應適用於 (i) InTouch HMI, (ii) System Platform (系統平臺), (iii) Development Studio, (iv) Historian, (v) Historian Clients ("Historian" 用戶端), (vi) Operations (操作), (vii) Historian Clients (性能), (viii) Batch Management (批量管理), (ix) IntelTrac Mobile Operator Rounds, (x) Intelligence (智慧), (xi) QI Analyst, (xii) SmartGlance Mobile Reports (SmartGlance 移動報告), (xiii) InTouch Edge HMI, (xiv) Recipe Management (配方管理), (xv) Workflow Management (工作流管理), 和 (xvi) Quality (品質)：

軟體轉移。客戶可將軟體從一個指定的設備或應用程式名稱空間轉移到另一個指定的設備或應用程式名稱空間，以進行應用程式開發或軟體操作，但條件是：(i) 將軟體安裝到第二台電腦或應用程式名稱空間之前，軟體（包括授權檔案）已從初始指定的設備或應用程式名稱空間中完全刪除，以及 (ii) 授權檔案中包含的最終使用者身份資訊（包括指定設備的標識和位置）仍然準確。軟體一次只能在單一設備或應用程式名稱空間中使用，並且軟體的元件部分不能分開用於多台設

(including the identification and location of the designated Device) contained within the License File remains accurate. The Software may only be used on one Device or Application Name Space at a time, and the component parts of the Software may not be separated for use on more than one Device.

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8. MULTIPLEXING AND POOLING.

The below terms and conditions shall apply to (i) System Platform, (ii) Historian, (iii) QI Analyst, (iv) Enterprise Integration, (v) Quality, (vi) Recipe Management, (vii) Workflow Management, (viii) Batch Management, (ix) Intelligence, (x) Operations, (xi) Performance; and (xii) OASyS:

Multiplexing and Pooling. Use of software or hardware that reduces the number of users or Seats directly or indirectly accessing or utilizing Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of CALs or Seats required. The required number of CALs or Seats would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end".

9. ADDITIONAL SOFTWARE SPECIFIC TERMS AND CONDITIONS.

The below terms and conditions shall apply to the below listed Software in addition to (and not in lieu of) any other terms and conditions set forth in the Agreement. If any terms in this Software Schedule that are not included in this Section 9 conflict with the terms contained in this Section 9, then the conflicting terms in this Section 9 shall govern.

9.1 WORKFLOW MANAGEMENT.

(a) Additional Use Restrictions.

- (i) Workflow Management Developer Edition Software Use and Restrictions.
 - a. The Workflow Management Developer Edition license:
 - i. is limited to one (1) developer;
 - ii. is limited to a specified number of Client Connections;
 - iii. is strictly limited to non-production purposes; and
 - iv. allows only a specific number of concurrent active workflows to be executed. The Software stops accepting more workflows if concurrency limits are exceeded - i.e. if more than the allowed number of workflows are either waiting or running.
- (ii) Workflow Management Professional and Enterprise Software Use and Restrictions.
 - a. For Core Based Server Licenses:
 - i. an unlimited number of Client Connections can access the Server;
 - ii. use of the Software is limited by the number of Cores as defined in the authorization key, Transaction Document or License File or as identified in the operating system; and
 - iii. the Software must not be used as a hosting solution for third parties.

(b) Software License.

- (i) If Customer has licensed the Software on a Per Server/Core basis the Software may be installed on a single Server that will be the designated Device under the Agreement. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by Customer).
- (ii) Alternatively, if access to the Server Software is licensed for use on a Client Connection basis, then each Client Connection can access a single instance of the services of the Server from any Device.

9.2 INTOUCH HMI.

(a) Software License.

- (i) Equipment Count License Grant. Certain components of the Software are licensed according to the Equipment count. The maximum amount of Equipment that Customer may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed hereunder as specified in the License File, Transaction Document, or License Certificate.

(b) License Restrictions.

- (i) Remote Desktop Server Edition Technology. If Customer uses Remote Desktop Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.
- (ii) Runtime Restriction. If the Software licensed under the Agreement is for "Runtime" use, then it may only be used to run a specific application, and may not be used either (a) to develop, and/or (b) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the "Runtime" license relates. This provision does not prohibit Customer from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.

9.3 SYSTEM PLATFORM.

(a) License Restrictions.

- (i) System Platform Software. A System Platform Software license is limited by (i) the size of the Application Name Space, which in turn is limited by the I/O Count, or the

8. 多工和池化。

以下條款和條件應適用於 (i) System Platform (系統平臺), (ii) Historian, (iii) QI Analyst, (iv) Enterprise Integration (企業集成), (v) Quality (品質), (vi) Recipe Management (配方管理), (vii) Workflow Management (工作流管理), (viii) Batch Management (批次管理), (ix) Intelligence (智慧), (x) Operations (操作), (xi) Performance (性能); 和 (xii) OASyS:

多工和池化。使用可以減少直接或間接訪問或利用伺服器軟體的使用者或席位數量的軟體或硬體 (有時稱為 "多工" 或 "池化" 軟體或硬體) 並不會減少所需的 CAL 或席位數量。所需的 CAL 或席位數量等於多工或池化軟體或硬體 "前端" 的不同輸入數量。

9. 附加軟體特定條款和條件。

除本協議規定的任何其他條款和條件外, 以下條款和條件應適用於下列軟體。如果包含在本軟體附錄中, 但未包含在本第 9 節中的任何條款與本第 9 節中包含的條款相衝突, 則以本第 9 節中的衝突條款為準。

9.1 WORKFLOW MANAGEMENT (工作流管理)。

(a) 附加使用限制。

- (i) 工作流管理開發人員版 (Workflow Management Developer Edition) 軟體的使用和限制。
 - a. 工作流管理開發人員版許可證:
 - i. 僅限用於一 (1) 名開發人員;
 - ii. 僅限用於指定數量的用戶端連接;
 - iii. 嚴格僅限用於非生產目的; 以及
 - iv. 僅允許執行特定數量的併發活動工作流。如果超過併發限制——即等待或運行的工作流超過允許的數量, 軟體將停止接受更多工作流。
- (ii) 工作流管理專業人員和企業版 (Workflow Management Professional and Enterprise) 軟體的使用和限制。
 - a. 對於基於核心的伺服器許可證:
 - i. 可以訪問伺服器的用戶端連接數量不限;
 - ii. 軟體的使用受到授權金鑰、交易檔或授權檔案中定義的或作業系統中識別的核心數量的限制; 以及
 - iii. 軟體不得用作協力廠商的託管解決方案。

(b) 軟體許可證。

- (i) 如果客戶已以按伺服器/核心為基礎獲得軟體許可證, 則軟體可安裝在作為本協定指定設備的單個伺服器上。當設備和運行在伺服器上的伺服器軟體之間存在直接或間接連接時 (無論是使用設備軟體、協力廠商產品還是客戶開發的應用程式來訪問或使用伺服器軟體), 可以訪問或使用伺服器軟體的服務。
- (ii) 或者, 如果授權以用戶端連接為基礎使用對伺服器軟體的訪問, 則每個用戶端連接可以從任何設備訪問伺服器的單項服務。

9.2 INTOUCH HMI。

(a) 軟體許可證。

- (i) 設備計數許可證授予。軟體的某些元件根據設備計數獲得許可。根據既定功能要求被客戶用於採集有關資訊的設備的最大數量限於授權檔案、交易檔或許可證書中指定的、專為本協定許可軟體指定的設備數量。

(b) 許可限制。

- (i) 遠端桌面伺服器版技術。如果客戶使用遠端桌面伺服器版技術或其他技術在單個伺服器或設備上運行同一軟體的兩個或多個實例 (副本), 則必須為正在運行的軟體的每個實例 (副本) 單獨購買許可證。
- (ii) 運行時限制。如果本協定項下授予的軟體用於 "運行時" 使用, 則該軟體只能用於運行特定的應用程式, 且不得 (a) 用於開發, 和/或 (b) 與新的應用程式、資料庫或表格 (不同於 "運行時" 許可證相關的特定應用程式中所包含的應用程式、資料庫或表格) 一起使用。這項規定並不禁止客戶使用工具運行現有表格中的查詢或報告, 也不禁止客戶使用單獨許可的開發環境來配置或擴展此類特定應用程式。

9.3 SYSTEM PLATFORM (系統平臺)。

(a) 許可限制。

- (i) System Platform (系統平臺) 軟體。System Platform (系統平臺) 軟體許可證受

Site Count, as defined in the License File, License Certificate or Transaction Document, and (ii) the number of separate Devices which the System Platform can be physically distributed across, which in turn is limited by the Platform Count as defined in the License File, License Certificate or Transaction Document, and (iii) the number of TS Sessions which the System Platform can be physically distributed across, which in turn is limited by the TS Session Count as defined in the License Certificate or Transaction Document. Additionally, (i) the System Platform license contains Software which can be installed on multiple computers, (ii) the Software contained in the license cannot be separated or upgraded separately from the System Platform license and (iii) the license must be used within a single Application Name Space.

- (ii) **Operations (formerly SuiteVoyager™).** If the Software licensed by Customer under the Agreement includes a license for Software known as Operations, then the Customer's access to Operations is limited by Per Server Use. Under Per Server Use then Customer must purchase an Operations CAL which limits the number of Devices and/or Users accessing or utilizing the services of Operations. If Customer's use of Operations requires the access of any database, then Customer must purchase the required access license for each database accessed.
- (iii) **Galaxy Repository (GR) Access.** The use of the Galaxy Repository (GR) Access interface and associated DLLs by a Non-AVEVA client application is restricted to the physical device where the Development Studio License is located.

9.4 DEVELOPMENT STUDIO.

(a) License Restrictions.

- (i) **Toolkit Software Restrictions and Rights.** A Toolkit Software license provides the ability to extend Software within the limits of the specific Toolkit License as defined in the License Certificate. Subject to the then-current AVEVA licensing requirements, Customer may further distribute the application created with the Toolkit Software with other third-party users of Software provided that Customer: (i) includes AVEVA's copyright and other proprietary rights notices; (ii) indemnifies, holds harmless and defends AVEVA and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the I/O servers, Extension Tools, SDK Tools or Customer's products; (iii) agrees that all such items are provided "AS IS" without warranty of any kind, and (iv) otherwise comply with the terms and limitations of the Agreement.
- (ii) **Remote Desktop Server Edition Technology.** If Customer uses Remote Desktop Server Edition or other technology to run two or more instances (copies) of the same Software on a single Server or Device then a separate license must be purchased for each instance (copy) of the Software being run.
- (iii) **Runtime Restriction.** If the Software licensed hereunder is for "Runtime" use, then it may only be used to run a specific application, and may not be used either (a) to develop, and/or (b) in conjunction with, new applications, databases, or tables other than those contained in the specific application to which the "Runtime" license relates. This provision does not prohibit Customer from using a tool to run queries or reports from existing tables, or from using a separately licensed development environment to configure or extend such specific application.
- (iv) **Development Studio and Advanced Development Studio Use and Restrictions.** Development Studio includes application development tools that are used to develop applications for deployment of the System Platform Software, InTouch HMI and other AVEVA runtime applications as well as tools to configure Historian. Development Studio Software is licensed solely on a Per Device basis. The Development Studio Software may only be used to develop a specific application, and may not be used to run the application in a production environment except for Historian, InTouch Runtime, ActiveFactory, and I/O Servers, if located on the same device as the Development License.

9.5 HISTORIAN.

(a) License Restrictions.

- (i) **Information Server (formerly SuiteVoyager™).** If the Software licensed by Customer hereunder includes a license for Software known as Information Server, then the Customer's access to Information Server is limited by Per Server Use. Under Per Server Use the Customer must purchase an Information Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Information Server. If Customer's use of Information Server requires the access of any database, Customer must purchase the required access license for each database accessed.

9.6 HISTORIAN CLIENTS.

- (a) **Information Server (formerly SuiteVoyager™).** If the Software licensed by Customer hereunder includes a license for Software known as Information Server, then the Customer's access to Information Server is limited by Per Server Use. Under Per Server Use the Customer must purchase an Information Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Information Server. If Customer's use of Information Server requires the access of any database, Customer must purchase the required access license for each database accessed.

9.7 OPERATIONS.

(a) License Restrictions.

- (i) **Equipment Count License Grant.** Certain components of the Software are licensed according to the Equipment count. The maximum amount of Equipment that Customer may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed under the Agreement as specified in the License File, Transaction Document or License Certificate.

9.8 PERFORMANCE.

(a) Software License.

- (i) **Equipment Count License Grant.** Certain components of the Software are licensed

到以下因素的限制：(i) 應用程式名稱空間的大小，而應用程式名稱空間反過來又受授權檔案、許可證書或交易檔中定義的 I/O 計數或網站計數的限制，以及 (ii) 系統平臺可以物理分佈的單獨設備的數量，而這些設備的數量反過來又受授權檔案、許可證書或交易檔中定義的平臺計數的限制，以及 (iii) 系統平臺可以物理分佈的 TS 會話數量，而 TS 會話數量又受許可證書或交易檔中定義的 TS 會話計數的限制。此外，(i) 系統平臺許可證包含可安裝在多台電腦上的軟體；(ii) 許可證中包含的軟體不能與系統平臺許可證分開或單獨升級；(iii) 許可證必須在單個應用程式名稱空間內使用。

- (ii) **Operations (操作) (前身為 SuiteVoyager™).** 如果客戶根據本協定授予的軟體包括一個 Operations (操作) 軟體許可證，則客戶對 Operations (操作) 軟體的訪問將受到按伺服器使用的限制。在按伺服器使用的情況下，客戶必須購買一個 Operations (操作) 軟體 CAL，該 CAL 限制訪問或使用 Operations (操作) 軟體服務的設備和/或使用數量。如果客戶使用 Operations (操作) 軟體需要訪問任何資料庫，則客戶必須為訪問的每個資料庫購買所需的訪問許可證。

- (iii) **Galaxy Repository (GR) 訪問。** 使用 Galaxy Repository (GR) 訪問介面並與之相連。非 AVEVA 用戶端應用程式訪問的 DLL 僅限於 Development Studio 許可證所在的物理設備。

9.4 DEVELOPMENT STUDIO。

(a) 許可限制。

- (i) **工具箱軟體的限制和權利。** 使用工具箱軟體許可證能在許可證書中定義的特定工具箱許可證限制範圍內擴展軟體。根據當時的 AVEVA 許可要求，客戶可進一步向其協力廠商軟體使用者分發使用工具箱軟體創建的應用程式，前提是客戶：(i) 考慮了 AVEVA 的版權和其他專有權利聲明；(ii) 對於因使用或分發 I/O 伺服器、擴展工具、SDK 工具或客戶產品而引起或導致的任何索賠或訴訟，包括律師費，向 AVEVA 及其供應商進行賠償、保護其免受損害並為其進行抗辯；(iii) 同意所有此類項目均按“原樣”提供，無需任何形式的保證，以及 (iv) 以其他方式遵守本協定的條款和限制。
- (ii) **遠端桌面伺服器版技術。** 如果客戶使用遠端桌面伺服器版或其他技術在單個伺服器或設備上運行同一軟體的兩個或多個實例（副本），則必須為正在運行的軟體的每個實例（副本）單獨購買許可證。
- (iii) **運行時限制。** 如果本協定項下授予的軟體用於“運行時”使用，則該軟體只能用於運行特定的應用程式，且不得 (a) 用於開發，和/或 (b) 與新的應用程式、資料庫或表格（不同於“運行時”許可證相關的特定應用程式中所包含的應用程式、資料庫或表格）一起使用。這項規定並不禁止客戶使用工具運行現有表格中的查詢或報告，也不禁止客戶使用單獨許可的開發環境來配置或擴展此類特定應用程式。
- (iv) **Development Studio 和 Advanced Development Studio (高級 Development Studio) 的使用和限制。** Development Studio 包括應用程式開發工具（這些工具用於部署 System Platform (系統平臺) 軟體、InTouch HMI 和其他 AVEVA 運行時應用程式開發應用程式) 以及配置 Historian 的工具。Development Studio 軟體僅以按設備使用為基礎獲得許可。Development Studio 軟體只能用於開發特定的應用程式，且不能在生產環境中運行應用程式，除非 Historian、InTouch Runtime、ActiveFactory 和 I/O Servers (I/O 伺服器) 與開發許可證位於同一設備上。

9.5 HISTORIAN。

(a) 許可限制。

- (i) **Information Server (資訊伺服器) (前身為 SuiteVoyager™).** 如果客戶根據本協定授予的軟體包括一個 Information Server (資訊伺服器) 軟體許可證，則客戶對 Information Server (資訊伺服器) 軟體的訪問將受到按伺服器使用的限制。在按伺服器使用的情況下，客戶必須購買一個 Information Server (資訊伺服器) 軟體 CAL，該 CAL 限制訪問或使用 Information Server (資訊伺服器) 軟體服務的設備和/或使用數量。如果客戶使用 Information Server (資訊伺服器) 軟體需要訪問任何資料庫，則客戶必須為訪問的每個資料庫購買所需的訪問許可證。

9.6 HISTORIAN CLIENTS ("HISTORIAN" 用戶端)。

- (a) **Information Server (資訊伺服器) (前身為 SuiteVoyager™).** 如果客戶根據本協定授予的軟體包括一個 Information Server (資訊伺服器) 軟體許可證，則客戶對 Information Server (資訊伺服器) 軟體的訪問將受到按伺服器使用的限制。在按伺服器使用的情況下，客戶必須購買一個 Information Server (資訊伺服器) 軟體 CAL，該 CAL 限制訪問或使用 Information Server (資訊伺服器) 軟體服務的設備和/或使用數量。如果客戶使用 Information Server (資訊伺服器) 軟體需要訪問任何資料庫，則客戶必須為訪問的每個資料庫購買所需的訪問許可證。

9.7 OPERATIONS (操作)。

(a) 許可限制。

- (i) **設備計數許可證授予。** 軟體的某些元件根據設備計數獲得許可。根據既定功能要求被客戶用於採集有關資訊的設備的最大數量限於授權檔案、交易檔或許可證書中指定的、專為本協定許可軟體指定的設備數量。

9.8 PERFORMANCE (性能)。

(a) 軟體許可證。

- (i) **設備計數許可證授予。** 軟體的某些元件根據設備計數獲得許可。根據既定功能要求

according to the Equipment count. The maximum amount of Equipment that Customer may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed under the Agreement as specified in the License File, Transaction Document or License Certificate.

被客戶用於採集有關資訊的設備的最大數量限於授權檔案、交易檔或許可證書中指定的、專為本協定許可軟體指定的設備數量。

9.9 INTELLIGENCE.

(a) License Restrictions.

- (i) Intelligence Server. If the Software licensed by Customer hereunder includes a license for Software known as Intelligence Server, then the Customer's access to Intelligence Server is limited by Per Server Use. Under Per Server Use, the Customer must purchase an Intelligence Server CAL which limits the number of Devices and/or Users accessing or utilizing the services of Intelligence Server. If Customer's use of Intelligence Server requires the access of any database, Customer must purchase the required access license for each database accessed.
- (ii) OEM Version of Tableau Software. Intelligence Clients are provided using an OEM version of Tableau software. Intelligence Clients allow connecting to a set of data sources as enabled in the Intelligence Analytics Client only if those data sources are configured in the Intelligence Server software. Standalone use of this OEM version of Tableau software to connect data sources that are not configured in Intelligence Server is strictly prohibited and is a breach of the Agreement.
- (iii) Licensing Modes. Customer cannot mix the licensing modes for Dashboard Users on the same License Certificate. Access to the Server may either be "Per Named User", or "Per Server Use", or "Per Core Use".

9.10 ENTERPRISE INTEGRATION.

(a) License Restrictions.

- (i) Use Restrictions. Customer may transfer the Software from one designated Device to another for application development or for operation of the Software provided that: (i) the Software (including the License Files) is completely removed from the initial designated Device prior to installing the Software on the second Device, and (ii) the end-user identification information (including the identification and location of the designated Device) contained within the License File remains accurate. Enterprise Integration Server is comprised of components in the form of services and .DLLs. Those components may be distributed across more than one Device but only one instance of each component can be installed and active on a Device per Enterprise Integration Server license.

9.11 QUALITY.

(a) Software License.

- (i) Equipment Count License Grant. Certain components of the Software are licensed according to the Equipment Count. The maximum amount of Equipment that Customer may capture information about according to established functional requirements is limited to the number of Equipment specified for the Software licensed under the Agreement as specified in the License File, Transaction Document or License Certificate.

9.12 INTOUCH EDGE HMI.

- (a) Unless terminated in accordance with the Agreement, Customer's license for InTouch Edge HMI Software is a perpetual license. Such license allows Customer to install and use InTouch Edge HMI Software on a single Device.

9.13 INDUSOFT WEB EDITION.

- (a) Unless terminated in accordance with the Agreement, Customer's license for Indusoft Web Edition Software is a perpetual license. Such license allows Customer to install and use Indusoft Web Edition Software on a single Device.

- (b) The following provisions apply only if Customer obtained the Software from the Wind River Marketplace:

- (i) "Wind River Marketplace" means the Wind River Marketplace web application operated by or for Wind River Systems, Inc. ("Wind River"), where Wind River may post and distribute partner products to Wind River Marketplace users.
- (ii) Subject to Customer's compliance with its obligations under the Agreement, AVEVA grants to Customer a royalty free, personal, non-transferable, non-exclusive, non-sublicensable, worldwide, limited demonstration license to perform, display, and use the Software and any content contained in, accessed by, or transmitted through the Software for Customer's internal business use, solely to evaluate the features, functionality and performance of the Software and solely with the Wind River product VxWorks 7.
- (iii) The following disclaimers on behalf of AVEVA and Wind River are in addition to and not in lieu of the disclaimers set forth in the Agreement:

a. THE SOFTWARE IS PROVIDED AS-IS WITHOUT WARRANTIES OF ANY KIND AND AVEVA, FOR ITSELF AND ON BEHALF OF WIND RIVER, HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AVEVA, ITS DEALERS, DISTRIBUTORS, OR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES GIVEN IN THE AGREEMENT, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NEITHER AVEVA NOR WIND RIVER WARRANTS THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN THE DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS, OR OTHER

9.9 INTELLIGENCE (智能)。

(a) 許可限制。

- (i) Intelligence Server (智慧伺服器)。如果客戶根據本協定授予的軟體包括一個 Intelligence Server (智慧伺服器) 軟體許可證，則客戶對 Intelligence Server (智慧伺服器) 軟體的訪問將受到按伺服器使用的限制。在按伺服器使用的情況下，客戶必須購買一個 Intelligence Server (智慧伺服器) 軟體 CAL，該 CAL 限制訪問或使用 Intelligence Server (智慧伺服器) 軟體服務的設備和/或使用數量。如果客戶使用 Intelligence Server (智慧伺服器) 軟體需要訪問任何資料庫，則客戶必須為訪問的每個資料庫購買所需的訪問許可證。
- (ii) Tableau 軟體的 OEM 版本。使用 Tableau 軟體的 OEM 版本提供“智慧”用戶端。只有在 Intelligence Server (智慧伺服器) 軟體中配置這些資料來源，“智慧”用戶端才允許連接到“智慧分析”用戶端中啟用的一組資料來源。嚴禁離線使用該 Tableau 軟體的 OEM 版本連接未在 Intelligence Server (智慧伺服器) 中配置的資料來源，否則會違反本協議。
- (iii) 許可證模式。客戶不能在同一許可證書上混合錶盤使用者許可證模式。可以“按指定用戶”、“按伺服器使用”或“按核心使用”對伺服器進行訪問。

9.10 ENTERPRISE INTEGRATION (企業集成)。

(a) 許可限制。

- (i) 使用限制。客戶可將軟體從一個指定的設備轉移到另一個指定的設備，以進行應用程式開發或軟體操作，但條件是：(i) 將軟體安裝到第二台設備之前，軟體（包括授權檔案）已從初始指定的設備中完全刪除，以及(ii) 授權檔案中包含的最終使用者身份資訊（包括指定設備的標識和位置）仍然準確。Enterprise Integration Server (企業集成伺服器) 由服務和.DLL 形式的元件組成。這些元件可以分佈在多個設備上，但是根據企業集成伺服器許可證，一個設備上只能安裝和啟動每個元件的一個實例。

9.11 QUALITY (品質)。

(a) 軟體許可證。

- (i) 設備計數許可證授予。軟體的某些元件根據設備計數獲得許可。根據既定功能要求被客戶用於採集有關資訊的設備的最大數量限於授權檔案、交易檔或許可證書中指定的、專為本協定許可軟體指定的設備數量。

9.12 INTOUCH EDGE HMI。

- (a) 除非根據本協定終止，否則 InTouch Edge HMI 軟體的客戶許可證為永久許可證。該許可證允許客戶在單個設備上安裝和使用 InTouch Edge HMI 軟體。

9.13 INDUSOFT WEB EDITION (INDUSOFT WEB 版)。

- (a) 除非根據本協定終止，否則 Indusoft Web Edition (Indusoft Web 版) 軟體的客戶許可證為永久許可證。該許可證允許客戶在單個設備上安裝和使用 Indusoft Web Edition (Indusoft Web 版) 軟體。

- (b) 以下規定僅適用於客戶從 Wind River Marketplace 獲得軟體的情況：

- (i) "Wind River Marketplace" 指由風河系統公司（簡稱“風河”）運營或為其運營的 Wind River Marketplace web 應用程式，風河可向 Wind River Marketplace 用戶發佈和分發合作夥伴產品。
- (ii) 在客戶遵守其在本協定項下的義務的情況下，AVEVA 向客戶授予免許可費、個人、不可轉讓、非專有、不可轉授、在全球範圍內的有限演示許可證，以執行、顯示和使用軟體及其包含、由軟體訪問或通過軟體傳輸的任何內容，以供客戶內部業務使用，僅限於評估軟體的特性、功能和性能，且僅限於風河產品 VxWorks 7 一起使用。

- (iii) 以下代表 AVEVA 和風河的免責聲明是對本協議中所述免責聲明的補充而非替代：

- a. 軟體按原樣提供，無需任何形式的保證。AVEVA 出於自身利益，特此代表風河對所有明示或暗示的擔保予以否認，包括但不限於對適銷性、特定用途適用性、所有權和非侵權性的默示擔保。AVEVA、其交易商、經銷商、代理商或僱員提供的任何口頭或書面資訊或建議均不構成保證或以任何方式擴大協定中指定的保證範圍，且客戶不得依賴於任何此類資訊或建議。AVEVA 或風河均不保證產品將滿足客戶的要求；即當軟體在與除文檔中明確規定之外的組合運行時，不能保證軟體的運行不會中斷、無錯誤；或軟體將保護不受到所有可能的安全威脅、互聯網威脅或其他威脅或中斷。

THREATS OR INTERRUPTIONS.

- (iv) The following limitation of liability on behalf of AVEVA and Wind River is in addition to and not in lieu of the limitation of liability set forth in the Agreement:

a. NEITHER AVEVA NOR WIND RIVER SHALL HAVE ANY LIABILITY FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF AVEVA OR WIND RIVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH IN THIS SCHEDULE (OR THE AGREEMENT) IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9.14 CITECT HISTORIAN.

(a) Software License.

- (i) Unless terminated in accordance with the Agreement, Customer's license for CITECT HISTORIAN Software is a perpetual license. Such license allows Customer to install and use CITECT HISTORIAN Software solely on the System described in the Transaction Document for Customer's ordinary internal business, under the terms and conditions herein.
- (ii) The Software is in "use" when loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, DVD-ROM, network storage device, or other storage device).
- (iii) Customer may need to activate the Software through the use of internet or telephone; toll charges may apply.
- (iv) There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. Customer agree that AVEVA may use those measures and Customer agree to follow any requirements regarding such technological measures.
- (v) Unless Customer has acquired a Corporate License as set forth in Section 10.14(f) below, floating, concurrent or shared use of the Software is not permitted under this Agreement and Customer's use of the Software that is licensed to Customer under this Agreement shall vary as Customer will have acquired a Single User License or a Multiple User License.
- (vi) A Single User License can only be installed and used on a single personal computer at any given time and is prohibited from being installed and used on a network or any other multi-station computer system that allows simultaneous use by several users.
- (vii) A Multiple User License allows concurrent and unrestricted number of installations of the corresponding Software on several personal computers, on a network or any other multi-station computer system, but a Multiple User License restricts the number of users to the number defined for the corresponding purchased and registered Software. Where Customer would use a Multiple User License via a network or any other multi-station computer system, it shall be Customer's responsibility to put in place such means as necessary to guarantee that all restrictions set forth in this Agreement are followed.
- (viii) Additionally, the use of the Software is intended only for use with a content owned by the user, a public domain content or a properly licensed content. Customer may require a patent, copyright, or other license from a third party to create, copy, download, record or save content files for use with the Software or to serve or distribute such files to be used with the Software. Customer agrees that Customer shall only use the Software and its documentation in a manner that complies with all applicable laws in the jurisdictions in which Customer use or are downloading the Software and its documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights. Customer may not use the Software in an attempt to, or in conjunction with any device, program or service designed to, circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.
- (ix) Customer shall be responsible for the proper installation of the Software as per the terms of its documentation and Customer shall bear all expenses and costs in connection therewith. AVEVA provides no maintenance or support services in connection with the Software, other than those which may be defined by way of separate agreement.

(b) License Restrictions.

- (i) Not for Resale Software. If the Software is labelled "Not For Resale", then, notwithstanding other sections of this Agreement, Customer's use of the Software is limited to use for demonstration, test or evaluation purposes and Customer may not resell, or otherwise transfer for value, said Software.

(c) Authorized Applications.

- (i) For the purpose of the Agreement, 'Authorized Applications' shall mean those applications that Customer creates, develops or generates by using the Software (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software, provided that Customer has validly licensed said Software from AVEVA or its authorized resellers. Authorized Applications include, without this being limitative, applicable runtime engines for the Software and applicable driver interface that Customer may provide to Customer's own customers as part of or together with Customer's Authorized Applications.
- (ii) Notwithstanding the foregoing, any application created with a Pre-Production Release or for demonstration, test or evaluation purposes, is not an Authorized Application.
- (iii) Customer may distribute or otherwise make available Authorized Applications provided Customer complies with each of the requirements set forth below:
- Customer includes Customer's own valid copyright notice on Customer's Authorized Applications;
 - Customer does not remove or obscure any notice of copyright, trademark,

- (iv) 以下代表 AVEVA 和風河的责任範圍是對本協議中所述責任範圍的補充而非替代：

a. AVEVA 和風河均對客戶或任何協力廠商在合同訴訟或侵權行為中招致的任何直接、特殊、間接、懲罰性、意外或後果性損害賠償不承擔任何責任，即使 AVEVA 或風河已被告知該等損害賠償的可能性，且即使本附錄（或本協議）中規定的補救措施未能達到其基本目的。

9.14 CITECT HISTORIAN.

(a) 軟體許可證。

- (i) 除非根據本協定終止，否則 CITECT HISTORIAN 軟體的客戶許可證為永久許可證。該許可證允許客戶根據本協定條款和條件，僅在交易檔中描述的系統上安裝和使用 CITECT HISTORIAN 軟體，以用於客戶的一般內部業務。
- (ii) 當載入到臨時記憶體（即 RAM）或安裝到永久記憶體（如硬碟、CD-ROM、DVD-ROM、網路存放裝置等其他存放裝置）時，軟體處於“使用”狀態。
- (iii) 客戶可能需要通過使用互聯網或電話啟動軟體；可能會產生長途電話費。
- (iv) 軟體中存在技術措施，以防未經許可或非法使用軟體。客戶同意 AVEVA 可以使用該等措施，且客戶同意遵守有關該等技術措施的任何要求。
- (v) 除非客戶已獲得下文第 10.14 (f) 條規定的公司許可證，否則，本協議不允許浮動、併發或共用使用軟體，客戶對本協定項下授予客戶的軟體的使用應因客戶已獲得單使用授權或多使用授權而有所不同。
- (vi) 單使用授權在任何指定時間只能在一台個人電腦上安裝和使用，並且禁止在允許多個使用者同時使用的網路或任何其他多站電腦系統上安裝和使用。
- (vii) 多使用授權允許在多台個人電腦、網路或任何其他多站電腦系統上同時且不受限制地安裝相應軟體，但多使用授權將用戶數量限制在為相應購買和註冊的軟體定義的數量內。如果客戶通過網路或任何其他多站電腦系統使用多使用授權，則客戶應負責採取必要的措施，以確保遵守本協議規定的所有限制。
- (viii) 另外，軟體的使用僅用於使用者擁有的內容、公共領域內容或適當許可的內容。客戶可要求協力廠商提供專利、版權或其他許可，以創建、複製、下載、記錄或保存與軟體一起使用的內容檔，或提供或分發與軟體一起使用的此類檔。客戶同意，客戶只能以符合客戶使用或正在下載軟體及其文檔所在司法管轄區適用的所有法律的方式使用軟體及其文檔，包括但不限於有關版權和其他智慧財產權的適用限制。客戶不得將軟體用於企圖規避或與任何設備、程式或服務結合使用以規避為控制對受任何司法管轄區版權法保護的內容檔或其他作品的訪問或權利而採取的技術措施。

- (ix) 客戶應負責按照軟體文檔條款正確安裝軟體，並應承擔與此相關的所有費用和成本。AVEVA 不提供與軟體相關的維護或支援服務，但可通過單獨協定定義的服務除外。

(b) 許可限制。

- (i) 不可轉售軟體。如果軟體標有“不可轉售”，則儘管本協定的其他部分另有規定，客戶對軟體的使用僅限於演示、測試或評估目的，客戶不得轉售或以其他方式付費轉讓所述軟體。

(c) 授權應用程式。

- (i) 在本協定中，“授權應用程式”指客戶通過使用軟體（包括其程式設計工具，如有）或通過在該等應用程式中載入軟體庫（有或無修改）來創建、開發或生成的應用程式，前提是客戶已就上述軟體從 AVEVA 或其授權經銷商處獲得有效許可。授權應用程式包括（但不限於）適用於軟體的運行時引擎和適用的驅動程式介面，客戶可將其作為客戶授權應用程式的一部分或與客戶的授權應用程式一起提供給其自己的客戶。
- (ii) 儘管有上述規定，任何使用預生產發佈創建或用於演示、測試或評估目的的應用程式都不是授權應用程式。
- (iii) 客戶滿足以下各項要求，則客戶可分發或以其他方式提供授權應用程式：
- 客戶在客戶的授權應用程式上考慮了有效版權聲明；
 - 客戶沒有刪除或隱藏出現在交付給客戶的軟體產品上，或出現在授權應用程式的

patent or other industrial or intellectual property rights that appear on the Software Product as delivered to Customer or as may appear concerning the Software in the Authorized Application's About Box and in any applicable written documentation distributed with each copy of Customer's Authorized Applications;

- c. Customer does not use AVEVA's name, logo or trademarks to market or identify Customer's Authorized Applications unless Customer is party to a separate agreement with AVEVA giving Customer such rights or AVEVA has given Customer its express prior written consent to do so;
 - d. Customer indemnifies, holds harmless, and defends AVEVA from and against any claims (including based on warranty) or lawsuits, including attorneys' fees, that arise or result from the use or distribution of Customer's Authorized Applications, provided however that Customer's contractual obligation of indemnification shall not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to AVEVA's fault or to strict liability imposed upon AVEVA as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of the Agreement;
 - e. Customer does not permit further redistribution of the Software (including Customer's modifications thereto) by third parties except as part of Customer's Authorized Applications;
 - f. Customer concludes Customer's own license agreement to grant the right to use Customer's Authorized Applications to any third party; and
 - g. Customer otherwise comply with the terms of the Agreement.
- (d) Embedding the Software. Customer may embed or otherwise integrate the Software within Customer's own product or a third-party product, provided that:
- (i) Customer has validly licensed the Software from AVEVA or its authorized resellers;
 - (ii) Customer performs such embedding or integration in a manner that complies with the Software documentation to the extent said documentation contains any instructions or recommendations in relation therewith; and
 - (iii) Customer complies - with respect to Customer's own products and said Third Party Products - with each of the same requirements as set forth hereinabove concerning Authorized Applications; said foregoing requirements shall apply mutatis mutandis to any of Customer's own products or Third-Party Products within which Customer embeds or otherwise integrates the Software, and any reference made to the term 'Authorized Application' in the foregoing provision shall be deemed for the purpose of this present section to be a reference to Customer's own products or Third-Party Products embedding or otherwise integrating the Software.
- (iv) Where Software is embedded or otherwise integrated by Customer within Customer's own product or a third-party product, Customer then ceases all use of the Software, whether direct, indirect, concurrent or otherwise.
- (e) License Key.
- (i) Customer acknowledges that, if the Software is protected by a lock, the Software cannot be used except in conjunction with a valid software key code or a hardware key (the 'License Key') provided to Customer or to another person on Customer behalf by or on behalf of AVEVA or its authorized reseller.
 - (ii) Customer agrees that such License Key is to be used solely with the Software for which it is provided, unless otherwise indicated in writing by AVEVA. While AVEVA may, in its sole discretion, provide Customer with the License Key prior to receipt from Customer of the applicable license fees, Customer will remain obligated to pay such fees to AVEVA.
 - (iii) Risk in the media on which the Software and License Key are provided passes to Customer upon delivery. In the event that the Software or License Key is lost, stolen or destroyed after delivery, AVEVA will not be required to replace the Software or License Key.
 - (iv) In the event of a lost, stolen or destroyed License Key, and if AVEVA agrees to replace the License Key, prior to AVEVA providing a replacement License Key to Customer, Customer must:
 - a. provide a statutory declaration signed by Customer to AVEVA that confirms Customer has permanently lost or destroyed the Software or License Key that is to be replaced and that Customer has not retained the Software or License Key in any form nor included it with any other software or system owned, operated or controlled by Customer; and
 - b. comply with any other direction of AVEVA related to the replacement.
 - (v) If the License Key is faulty, and provided that such fault is attributable to an act or omission by AVEVA, AVEVA will replace the License Key if the faulty License Key is returned within the warranty period specified by AVEVA. Subject to Section 10 (Warranties) of the Software Addendum, if the faulty License Key is not returned within said warranty period, AVEVA will replace the License Key upon payment by Customer of an administration fee to be advised by AVEVA at the time.
- (f) Corporate License.
- (i) Customer may not acquire a Corporate License unless Customer is a company or a corporation.
 - (ii) If and when acquiring a Corporate License, Customer acquires a concurrent use license under the following limits:
 - a. Customer may install the Software for use by users from and to the Sites only; - Any use of a Software licensed to Customer under a Corporate License is strictly prohibited by any person who or which is not a user, and from or to a location which does not qualify as a Site as defined hereunder.
 - (iii) If and when acquiring a Corporate License, it is agreed that:

“關於”框中，以及位於與客戶授權應用程式的每份副本一起分發的任何適用書面文檔中的與軟體有關的任何版權、商標、或專利權或其他工業產權或智慧財產權聲明；

- c. 客戶沒有使用 AVEVA 的名稱、徽標或商標來行銷或識別客戶的授權應用程式，除非客戶與 AVEVA 另行約定將該等權利賦予客戶，或客戶已就此事先獲得 AVEVA 的同意；
 - d. 對於因使用或分發客戶的授權應用程式而產生或導致的任何索賠（包括基於保修的索賠）或訴訟（包括律師費），客戶應向 AVEVA 進行賠償、使其免受損害，並為 AVEVA 進行抗辯，但前提是，客戶的合同賠償義務適用範圍不得擴大至索賠人的損害或傷害的百分比或可歸因於 AVEVA 過錯的結算金額，或任何國家（適用時，聯邦或州級）法律上對 AVEVA 嚴格收取的負債；上述賠償義務在本協議期滿或終止後繼續有效；
 - e. 除非作為客戶授權應用程式的一部分，否則客戶不允許協力廠商進一步重新分發軟體（包括客戶對軟體的修改）；
 - f. 客戶通過簽訂客戶自有授權合約，將使用客戶授權應用程式的權利授予任何協力廠商；以及
 - g. 客戶應以其他方式遵守本協定條款。
- (d) 嵌入軟體。客戶可以在客戶自有產品或協力廠商產品中嵌入或以其他方式整合式軟體，前提是：
- (i) 客戶已就軟體從 AVEVA 或其授權經銷商處獲得有效許可；
 - (ii) 客戶以符合軟體文檔的方式進行嵌入或集成，只要所述文檔包含與之相關的任何說明或建議；以及
 - (iii) 對於客戶自有產品和上述協力廠商產品，客戶應遵守上文所述的關於授權應用程式的相同要求；上述要求應在必要時適用於客戶自行嵌入或以其他方式整合式軟體的任何客戶自有產品或協力廠商產品，上述條款中提及的“授權應用程式”在本節中應指嵌入或以其他方式整合式軟體的客戶自有產品或協力廠商產品。
 - (iv) 如果客戶將軟體嵌入或以其他方式集成到客戶自有產品或協力廠商產品中，則客戶將停止對軟體的所有使用，無論是直接使用、間接使用、併發使用還是以其他方式使用。
- (e) 許可證金鑰。
- (i) 客戶承認，如果軟體有加鎖保護，除非與 AVEVA 或其授權經銷商或代表其提供給客戶或代表客戶的其他人的有效軟體金鑰代碼或硬體金鑰（“許可證金鑰”）一起使用，否則不能使用軟體。
 - (ii) 客戶同意，除非 AVEVA 另有書面說明，否則該許可證金鑰只能與所提供的軟體一起使用。雖然 AVEVA 可自行決定在收到來自客戶的適用許可費用之前向客戶提供許可證金鑰，但客戶仍有義務向 AVEVA 支付該等費用。
 - (iii) 提供軟體和許可證金鑰的媒介中的風險在交付時轉移給客戶。如果軟體或許可證金鑰在交付後丟失、被盜或損壞，則 AVEVA 將不需要替換軟體或許可證金鑰。
 - (iv) 如果許可證金鑰丟失、被盜或損壞，且如果 AVEVA 同意更換許可證金鑰，則在 AVEVA 向客戶提供替換許可證金鑰之前，客戶必須：
 - a. 向 AVEVA 提供由客戶簽署的法定聲明，確認客戶已永久丟失或破壞要替換的軟體或許可證金鑰，且客戶未以任何形式保留軟體或許可證金鑰，也未將其包含在客戶擁有、操作或控制的任何其他軟體或系統中；以及
 - b. 遵守 AVEVA 有關替換的任何其他指示。
 - (v) 如果許可證金鑰發生由 AVEVA 的作為或不作為造成的故障，且在 AVEVA 規定的保修期內退還，則 AVEVA 將替換該許可證金鑰。根據軟體附錄第 10 節（品質保證），如果在上述保修期內未退還有故障的許可證金鑰，則 AVEVA 將在客戶支付 AVEVA 當時通知的手續費後替換許可證金鑰。
- (f) 公司許可證。
- (i) 除非客戶是一家公司或社團，否則客戶無法獲得公司許可證。
 - (ii) 如果且當獲得公司許可證時，客戶還會同時獲得併發使用許可證，但前提是遵循以下限制要求：
 - a. 客戶僅可安裝軟體以供使用者在網站間使用；——嚴禁非用戶類的任何人在不符合本協議定義的網站的地點使用根據公司許可證授予客戶的軟體。
 - (iii) 如果且當獲得公司許可證時，雙方同意：

- a. Customer acquires the right to copy or reproduce the Software and its documentation including the right to duplicate the media on which the Software is provided to Customer and the related license file; and Customer acquires the right to permit the use of the Software by any company or corporation which an Affiliate, in both cases, for the sole and restricted purpose of exercising the concurrent use license right granted to Customer under said Corporate License within the limits set forth herein.

(g) Microsoft License. Microsoft license conditions apply to any Microsoft software embedded and/or used in conjunction with the Software. The terms and conditions for use for Microsoft SQL Server 2012 Standard Edition can be found in the SQL Server 2012 Standard OEM document, which can be obtained from the Microsoft Website here: <http://www.microsoftvolume licensing.com/userights/ProductPage.aspx?pid=397> Other specific Microsoft license conditions can be found on Microsoft Website.

9.15 CITECT SCADA.

(a) Software License.

- (i) License. For the purposes of the license of Citect SCADA Software all references to AVEVA will refer to Schneider Electric Software Australia Pty Limited ACN 113 112 744.
- (ii) Device and Server Software Grant. Server Software is licensed on a Per Server/Concurrent Use basis, and may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent sessions specified in the License Key. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, Third-Party Products or an application developed by the Customer). One CAL is provided with a single Server license, which must be dedicated to a single Device. Additional CALs must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software) and each Per Device CAL must be dedicated to a single Device. Server Software is licensed on a Per Server Use basis. The maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is equal to the number of Device CALs that have been purchased and designated for use for each Device with that Server. CALs authorize access or use of only the specific Server Software associated with such Client license. If any Software is licensed on a Per Server Use basis, and accesses any database or data source, then Customer may be required to purchase the required access license for each database or data source accessed. Failure of Customer to purchase a required database or data source license is a material breach of the Agreement.

(b) Authorized Applications.

- (i) For the purpose of the Agreement, 'Authorized Applications' shall mean those applications that Customer creates, develops or generates by using the Software (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software, provided that Customer has validly licensed said Software from AVEVA or its authorized resellers. Authorized Applications include, without this being limitative, applicable runtime engines for the Software and applicable driver interface that Customer may provide to Customer's own customers as part of or together with Customer's Authorized Applications.
- (ii) Notwithstanding the foregoing, any application created with a Pre-Production Release or for demonstration, test or evaluation purposes, is not an Authorized Application.
- (iii) Customer may distribute or otherwise make available Authorized Applications provided Customer complies with each of the requirements set forth below:
- Customer includes Customer's own valid copyright notice on Customer's Authorized Applications;
 - Customer does not remove or obscure any notice of copyright, trademark, patent or other industrial or intellectual property rights that appear on the Software Product as delivered to Customer or as may appear concerning the Software in the Authorized Application's About Box and in any applicable written documentation distributed with each copy of Customer's Authorized Applications;
 - Customer does not use AVEVA's name, logo or trademarks to market or identify Customer's Authorized Applications unless Customer is party to a separate agreement with AVEVA giving Customer such rights or AVEVA has given Customer its express prior written consent to do so;
 - Customer indemnifies, holds harmless, and defends AVEVA from and against any claims (including based on warranty) or lawsuits, including attorneys' fees, that arise or result from the use or distribution of Customer's Authorized Applications, provided however that Customer's contractual obligation of indemnification shall not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to AVEVA's fault or to strict liability imposed upon AVEVA as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of the Agreement;
 - Customer does not permit further redistribution of the Software (including Customer's modifications thereto) by third parties except as part of Customer's Authorized Applications;
 - Customer concludes Customer's own license agreement to grant the right to use Customer's Authorized Applications to any third party; and
 - Customer otherwise comply with the terms of the Agreement.

(c) Embedding the Software. Customer may embed or otherwise integrate the

- a. 客戶獲得複製軟體及其文檔的權利，包括複製向客戶提供軟體的媒介和相關授權檔案的權利；客戶獲得允許任何關聯公司或社團使用軟體的權利，在這兩種情況下，僅限於在本協議規定的範圍內行使根據上述公司許可證授予客戶的併發使用許可證權利。

(g) 微軟許可證。微軟許可證條件適用於嵌入和/或與軟體一起使用的任何微軟軟體。微軟 SQL Server 2012 標準版的使用條款和條件可在 SQL Server 2012 標準 OEM 文檔中找到，該文檔可從微軟網站獲取：
<http://www.microsoftvolume licensing.com/userights/ProductPage.aspx?pid=397>，其他特定的微軟許可證條件可以在微軟網站上找到。

9.15 CITECT SCADA.

(a) 軟體許可證。

- (i) 許可證。就 Citect SCADA 軟體許可證而言，凡提及的 AVEVA 均指 Schneider Electric Software Australia Pty Limited ACN 113 112 744。
- (ii) 設備和伺服器軟體授予。伺服器軟體以按伺服器/併發使用為基礎獲得許可，可以安裝在作為本協定指定設備的單個伺服器上。根據授權檔案中指定的併發會話數量對在指定時間點可以訪問或利用伺服器軟體的服務的最大設備數量進行限制。當設備和運行在伺服器上的伺服器軟體之間存在直接或間接連接時（無論是使用設備軟體、協力廠商產品還是客戶開發的應用程式來訪問或使用伺服器軟體），可以訪問或使用伺服器軟體的服務。一個 CAL 包含一個伺服器許可證，該許可證必須專用於單個設備。必須為訪問或使用伺服器軟體的每個特定設備（可以在運行伺服器軟體的任何數量的伺服器上訪問或使用伺服器軟體的服務）額外購買 CAL，並且每個設備 CAL 必須專用於單個設備。伺服器軟體以按伺服器使用為基礎獲得許可。在指定時間點可以訪問或使用伺服器軟體服務的最大設備數量等於已購買並指定用於該伺服器的每個設備的設備 CAL 數量。CAL 僅授權訪問或使用與該用戶端許可證關聯的特定伺服器軟體。如果任何軟體以按伺服器使用為基礎獲得許可，並能訪問任何資料庫或資料來源，則客戶可能需要為訪問的每個資料庫或資料來源購買所需的訪問許可證。客戶未能購買所需的資料庫或資料來源許可證即構成對本協議的重大違約。

(b) 授權應用程式。

- (i) 在本協定中，“授權應用程式”指客戶通過使用軟體（包括其程式設計工具，如有）或通過在該等應用程式中載入軟體庫（有或無修改）來創建、開發或生成的應用程式，前提是客戶已就上述軟體從 AVEVA 或其授權經銷商處獲得有效許可。授權應用程式包括（但不限於）適用於軟體的運行時引擎和適用的驅動程式介面，客戶可將其作為客戶授權應用程式的一部分或與客戶的授權應用程式一起提供給其自己的客戶。
- (ii) 儘管有上述規定，任何使用預生產發佈創建或用於演示、測試或評估目的的應用程式都不是授權應用程式。
- (iii) 客戶滿足以下各項要求，則客戶可分發或以其他方式提供授權應用程式：
- 客戶在客戶的授權應用程式上考慮了有效版權聲明；
 - 客戶沒有刪除或隱藏出現在交付給客戶的軟體產品上，或出現在授權應用程式的“關於”框中，以及位於與客戶授權應用程式的每份副本一起分發的任何適用書面文檔中的與軟體有關的任何版權、商標、或專利權或其他工業產權或智慧財產權聲明；
 - 客戶沒有使用 AVEVA 的名稱、徽標或商標來行銷或識別客戶的授權應用程式，除非客戶與 AVEVA 另行約定將該等權利賦予客戶，或客戶已就此事先獲得 AVEVA 的同意；
 - 對於因使用或分發客戶的授權應用程式而產生或導致的任何索賠（包括基於保險的索賠）或訴訟（包括律師費），客戶應向 AVEVA 進行賠償、使其免受損害，並為 AVEVA 進行抗辯，但前提是，客戶的合同賠償義務適用範圍不得擴大至索賠人的損害或傷害的百分比或可歸因於 AVEVA 過錯的結算金額，或任何國家（適用時，聯邦或州級）法律上對 AVEVA 嚴格收取的負債；上述賠償義務在本協議期滿或終止後繼續有效；
 - 除非作為客戶授權應用程式的一部分，否則客戶不允許協力廠商進一步重新分發軟體（包括客戶對軟體的修改）；
 - 客戶通過簽訂客戶自有授權合約，將使用客戶授權應用程式的權利授予任何協力廠商；以及
 - 客戶應以其他方式遵守本協定條款。

(c) 嵌入軟體。客戶可以在客戶自有產品或協力廠商產品中嵌入或以其他方式整合

Software within Customer's own product or a third-party product, provided that:

- (i) Customer has validly licensed the Software from AVEVA or its authorized resellers;
- (ii) Customer performs such embedding or integration in a manner that complies with the Software documentation to the extent said documentation contains any instructions or recommendations in relation therewith; and
- (iii) Customer complies - with respect to Customer's own products and said Third Party Products - with each of the same requirements as set forth hereinabove concerning Authorized Applications; said foregoing requirements shall apply mutatis mutandis to any of Customer's own products or Third Party Products within which Customer embeds or otherwise integrates the Software, and any reference made to the term 'Authorized Application' in the foregoing provision shall be deemed for the purpose of this present section to be a reference to Customer's own products or Third Party Products embedding or otherwise integrating the Software.
- (iv) Where Software is embedded or otherwise integrated by Customer within Customer's own product or a third-party product, Customer then ceases all use of the Software, whether direct, indirect, concurrent or otherwise.

9.16 AMPLA.

(a) Software License.

- (i) License. For the purposes of the license of Ampla Software all references to AVEVA will refer to Schneider Electric Software Australia Pty Limited ACN 113 112 744.
- (ii) Client and Server Software Grant. Server Software is licensed on a Per Server/Concurrent Use basis, and may be installed on a single Server that will be the designated Device hereunder, and the maximum number of Devices that may access or utilize the services of the Server Software at a given point in time is limited by the number of concurrent Client sessions specified in the License Key. The services of the Server Software are considered to be accessed or utilized when there is a direct or indirect connection between a Device and the Server Software running on the Server (regardless whether the Server Software is accessed or utilized using the Device Software, Third Party Products or an application developed by the Customer). CALs must be purchased for each specific Device that accesses or utilizes Server Software (which may access or utilize the services of the Server Software on any number of Servers running the Server Software).

(b) Authorized Applications.

- (i) For the purpose of the Agreement, 'Authorized Applications' shall mean those applications that Customer creates, develops or generates by using the Software (including its programming tool if any) or by loading in such applications, with or without modification, a library of the Software, provided that Customer has validly licensed said Software from AVEVA or its authorized resellers. Authorized Applications include, without this being limitative, applicable runtime engines for the Software and applicable driver interface that Customer may provide to Customer's own customers as part of or together with Customer's Authorized Applications.
- (ii) Notwithstanding the foregoing, any application created with a Pre-Production Release or for demonstration, test or evaluation purposes, is not an Authorized Application.
- (iii) Customer may distribute or otherwise make available Authorized Applications provided Customer complies with each of the requirements set forth below:
 - a. Customer includes Customer's own valid copyright notice on Customer's Authorized Applications;
 - b. Customer does not remove or obscure any notice of copyright, trademark, patent or other industrial or intellectual property rights that appear on the Software Product as delivered to Customer or as may appear concerning the Software in the Authorized Application's About Box and in any applicable written documentation distributed with each copy of Customer's Authorized Applications;
 - c. Customer do not use AVEVA's name, logo or trademarks to market or identify Customer's Authorized Applications unless Customer is party to a separate agreement with AVEVA giving Customer such rights or AVEVA has given Customer its express prior written consent to do so;
 - d. Customer indemnifies, holds harmless, and defends AVEVA from and against any claims (including based on warranty) or lawsuits, including attorneys' fees, that arise or result from the use or distribution of Customer's Authorized Applications, provided however that Customer's contractual obligation of indemnification shall not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to AVEVA's fault or to strict liability imposed upon AVEVA as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of the Agreement;
 - e. Customer does not permit further redistribution of the Software (including Customer's modifications thereto) by third parties except as part of Customer's Authorized Applications;
 - f. Customer concludes Customer's own license agreement to grant the right to use Customer's Authorized Applications to any third party; and
 - g. Customer otherwise complies with the terms of the Agreement.

9.17 ENERGY PERFORMANCE FOR MANUFACTURING SOFTWARE

(a) Modification Restrictions.

- (i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer may not modify the predefined Energy Performance Intelligence Model unless the license for the Software is specified as an Open Intelligence Model in the applicable Transaction Document. If the license model for the Software is specified as an Open Intelligence Model, then any modification of the predefined Energy Performance Intelligence Model will be limited to the addition

式軟體，前提是：

- (i) 客戶已就軟體從 AVEVA 或其授權經銷商處獲得有效許可；
- (ii) 客戶以符合軟體文檔的方式進行嵌入或集成，只要所述文檔包含與之相關的任何說明或建議；以及
- (iii) 對於客戶自有產品和上述協力廠商產品，客戶應遵守上文所述的關於授權應用程式的相同要求；上述要求應在必要時適用於客戶自行嵌入或以其他方式整合式軟體的任何客戶自有產品或協力廠商產品，上述條款中提及的“授權應用程式”在本節中應指嵌入或以其他方式整合式軟體的客戶自有產品或協力廠商產品。
- (iv) 如果客戶將軟體嵌入或以其他方式集成到客戶自有產品或協力廠商產品中，則客戶將停止對軟體的所有使用，無論是直接使用、間接使用、併發使用還是以其他方式使用。

9.16 AMPLA。

(a) 軟體許可證。

- (i) 許可證。就 Ampla 軟體許可證而言，凡提及的 AVEVA 均指 Schneider Electric Software Australia Pty Limited ACN 113 112 744。
- (ii) 用戶端和伺服器軟體授予。伺服器軟體以按伺服器/併發使用為基礎獲得許可，可以安裝在作為本協定指定設備的單個伺服器上。根據授權檔案中指定的併發用戶端會話數量對在指定時間點可以訪問或利用伺服器軟體的服務的最大設備數量進行限制。當設備和運行在伺服器上的伺服器軟體之間存在直接或間接連接時（無論是使用設備軟體、協力廠商產品還是客戶開發的應用程式來訪問或使用伺服器軟體），可以訪問或使用伺服器軟體的服務。必須為訪問或使用伺服器軟體的每個特定設備（可以在運行伺服器軟體的任何數量的伺服器上訪問或使用伺服器軟體的服務）購買 CAL。

(b) 授權應用程式。

- (i) 在本協定中，“授權應用程式”指客戶通過使用軟體（包括其程式設計工具，如有）或通過在該等應用程式中載入軟體庫（有或無修改）來創建、開發或生成的應用程式，前提是客戶已就上述軟體從 AVEVA 或其授權經銷商處獲得有效許可。授權應用程式包括（但不限於）適用於軟體的運行時引擎和適用的驅動程式介面，客戶可將其作為客戶授權應用程式的一部分或與客戶的授權應用程式一起提供給其自己的客戶。
- (ii) 儘管有上述規定，任何使用預生產發佈創建或用於演示、測試或評估目的的應用程式都不是授權應用程式。
- (iii) 客戶滿足以下各項要求，則客戶可分發或以其他方式提供授權應用程式：
 - a. 客戶在客戶的授權應用程式上考慮了有效版權聲明；
 - b. 客戶沒有刪除或隱藏出現在交付給客戶的軟體產品上，或出現在授權應用程式的“關於”框中，以及位於與客戶授權應用程式的每份副本一起分發的任何適用書面文檔中的與軟體有關的任何版權、商標、或專利權或其他工業產權或智慧財產權聲明；
 - c. 客戶沒有使用 AVEVA 的名稱、徽標或商標來行銷或識別客戶的授權應用程式，除非客戶與 AVEVA 另行約定將該等權利賦予客戶，或客戶已就此事先獲得 AVEVA 的同意；
 - d. 對於因使用或分發客戶的授權應用程式而產生或導致的任何索賠（包括基於保修的索賠）或訴訟（包括律師費），客戶應向 AVEVA 進行賠償、使其免受損害，並為 AVEVA 進行抗辯，但前提是，客戶的合同賠償義務適用範圍不得擴大至索賠人的損害或傷害的百分比或可歸因於 AVEVA 過錯的結算金額，或任何國家（適用時，聯邦或州級）法律上對 AVEVA 嚴格收取的負債；上述賠償義務在本協議期滿或終止後繼續有效；
 - e. 除非作為客戶授權應用程式的一部分，否則客戶不允許協力廠商進一步重新分發軟體（包括客戶對軟體的修改）；
 - f. 客戶通過簽訂客戶自有授權合約，將使用客戶授權應用程式的權利授予任何協力廠商；以及
 - g. 客戶應以其他方式遵守本協定條款。

9.17 ENERGY PERFORMANCE FOR MANUFACTURING (生產能源性能) 軟體

(a) 修改限制。

- (i) 除本協定中規定的軟體的任何其他許可限制外，客戶也不得修改預定義的能源性能智慧模型，除非軟體許可證模型在適用的交易檔中指定為開放智慧模型。如果軟體許可證模型被指定為開放智慧模型，則對預定義能源性能智慧模型的任何修改將僅限於添加更多維度和度量。

of more dimensions and measures.

9.18 WATER NETWORK OPTIMIZATION SOFTWARE

- (a) License Restrictions.
- (i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be subject to the limitation on the Water Flow Rate as set forth in the applicable Transaction Document.

9.19 PERFORMANCE MANAGER SOFTWARE

- (a) License Restrictions.
- (i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be limited to the number of Megawatt Units and/or number of Power Generation Units set forth in the applicable Transaction Document, along with any limitations on the number of "KPIs" as defined in the KPI Manager, the number of cases defined in the decision manager, and/or the number of modeled applications that are unified in the operational data management model.
- (ii) Customer agrees and acknowledges that any domain applications that are loaded with the Software will only be applied to one licensed Software (Performance Manager) server.

9.20 LINE PERFORMANCE SOFTWARE

- (a) License Restrictions.
- (i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be limited to the number of Concurrent User Logins and the specified Equipment/Segment set forth in the applicable Transaction Document.

9.21 LABEL ASSURANCE SOFTWARE

- (a) License Restrictions.
- (i) In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be limited to the size, number, and/or location of the Label Assurance Server and/or the Label Assurance Line Client(s) as set forth in the applicable Transaction Document.

9.22 OASyS

- (a) Software License.
- (i) Unless terminated in accordance with the Agreement, Customer's license for OASyS Software is a perpetual license. Such license allows Customer to install and use OASyS Software solely on the System described in the Transaction Document for Customer's ordinary internal business, under the terms and conditions herein.
- (ii) In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be limited to the number of computers or work stations set forth in the applicable Transaction Document.
- (b) License Restrictions.
- (i) Customer shall not copy the Software except to copy it onto the System and to make copies solely for backup purposes (with the inclusion of AVEVA's copyright and/or proprietary notice). However, Customer may make copies of the documentation provided to Customer by AVEVA with the Software provided that such copies are for internal use only and include all of AVEVA's copyright and/or proprietary notices. Customer shall keep accurate records of the number and location of each copy and shall ensure that no copies of the Software are removed to anywhere other than a Site.
- (ii) This License granted by AVEVA to Customer is a network license. AVEVA's RealTime Services and Historical Services software will be installed on servers forming part of Customer's System in the configuration as shown in Transaction Document (i.e. single, Dual Redundant or Triple Redundant). The RealTime Services, Historical Services and application Software may be accessed by the number of Seats specified in Transaction Document.
- (iii) Customer shall have the right to transfer, with AVEVA's prior written consent (such consent not to be unreasonably withheld), use of the Software to a location other than a Site by sending prior written notice of the new location. Once such transfer has been made, the new location shall become included in the definition of "Site(s)". Customer shall have the right to use the Software without charge or prior consent at another location on a temporary basis if computer equipment at any Site becomes inoperative. Once the equipment at the original Site becomes operational, then Customer shall promptly return the Software to the original Site and shall discontinue use elsewhere.
- (iv) Customer shall not use the Software for acquisition or processing of data on behalf of any Third Party outside permitted Customer's ordinary internal business use without the consent of AVEVA.

9.23 Sim Suite

- (a) Software License.
- (ii) Unless terminated in accordance with the Agreement, Customer's license for Sim Suite Software is a perpetual license. Such license allows Customer to install and use Sim Suite Software solely on the System described in the Transaction Document for Customer's ordinary internal business, under the terms and conditions herein.
- (iii) In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be limited to the number of computers or work stations set forth in the applicable Transaction Document.
- (b) License Restrictions.
- (v) Customer shall not copy the Software except to copy it onto the System and to make copies solely for backup purposes (with the inclusion of AVEVA's copyright and/or proprietary notice). However, Customer may make copies of the

9.18 WATER NETWORK OPTIMIZATION (水網路優化) 軟體

- (a) 許可限制。
- (i) 除本協定中規定的軟體的任何其他許可限制外，客戶的軟體許可證也將受適用交易檔中規定的“水流速”一節的限制。

9.19 PERFORMANCE MANAGER (性能管理器) 軟體

- (a) 許可限制。
- (i) 除本協定中規定的軟體的任何其他許可限制外，客戶的軟體許可證將受到適用交易檔中規定的兆瓦機組數量和/或發電機組數量，以及對 KPI 管理器中定義的“KPI”數量、決策管理器中定義的案例數和/或在操作資料管理模型中統一的建模應用程式數量的限制。
- (ii) 客戶同意並承認，隨軟體載入的任何域應用程式將僅應用於一個許可軟體 (Performance Manager (性能管理器)) 伺服器。

9.20 LINE PERFORMANCE (線性能) 軟體

- (a) 許可限制。
- (i) 除本協定中規定的軟體的任何其他許可限制外，客戶的軟體許可證將受適用交易檔中規定的併發用戶登錄的數量和指定設備/段的限制。

9.21 LABEL ASSURANCE (標籤保證) 軟體

- (a) 許可限制。
- (i) 除本協定中規定的軟體的任何其他許可限制外，客戶的軟體許可證將受適用交易檔中規定的 Label Assurance Server (標籤保證伺服器) 和/或“標籤保證線”用戶端的規模、數量 and/或位置的限制。

9.22 OASyS

- (a) 軟體許可證。
- (i) 除非根據本協定終止，否則 OASyS 軟體的客戶許可證為永久許可證。該許可證允許客戶根據本協定條款和條件，僅在交易檔中描述的系統上安裝和使用 OASyS 軟體，以用於客戶的一般內部業務。
- (ii) 除本協定中規定的軟體的任何其他許可限制外，客戶的軟體許可證將受適用交易檔中規定的電腦或工作站數量的限制。
- (b) 許可限制。
- (i) 客戶不得複製軟體，除非是將其複製到系統中，並僅出於備份目的而進行複製（同時考慮了 AVEVA 的版權和/或專有聲明）。但是，客戶可以複製 AVEVA 隨軟體一起提供給客戶的文檔，前提是這些副本僅供內部使用，並包含 AVEVA 的所有版權和/或專有聲明。客戶應準確記錄每個副本的編號和位置，並確保不會將軟體副本移到除網站以外的任何地方。
- (ii) AVEVA 授予客戶的該許可證是網路許可證。AVEVA 的即時服務和歷史服務 (RealTime Services and Historical Services) 軟體將安裝在構成客戶系統一部分的伺服器上，配置如交易檔所示（即單、雙或三重冗餘）。即時服務和歷史服務應用 (RealTime Services, Historical Services and applications) 軟體可以通過交易檔中指定的席位數訪問。
- (iii) 客戶有權在獲得 AVEVA 事先書面同意（不得無理扣留該同意）的情況下，通過事先發送新位置的書面通知，將軟體的使用轉移到網站以外的其他位置。該轉移進行後，新位置應包含在“網站”的定義中。如果任何網站的電腦設備無法使用，客戶有權臨時在另一位置免費使用軟體，且無需獲得事先同意。原始網站的設備開始運行後，客戶應立即將軟體返回原始網站，同時在其他地方停用。
- (iv) 未經 AVEVA 同意，客戶不得代表任何協力廠商在允許的客戶普通內部業務使用範圍之外使用軟體獲取或處理資料。

9.23 Sim Suite

- (a) 軟體許可證。
- (ii) 除非根據本協定終止，否則 Sim Suite 軟體的客戶許可證為永久許可證。該許可證允許客戶根據本協定條款和條件，僅在交易檔中描述的系統上安裝和使用 Sim Suite 軟體，以用於客戶的一般內部業務。
- (iii) 除本協定中規定的軟體的任何其他許可限制外，客戶的軟體許可證將受適用交易檔中規定的電腦或工作站數量的限制。
- (b) 許可限制。
- (v) 客戶不得複製軟體，除非是將其複製到系統中，並僅出於備份目的而進行複製（同時考慮了 AVEVA 的版權和/或專有聲明）。但是，客戶可以複製 AVEVA 隨軟體一起提供給客戶的文檔，前提是這些副本僅供內部使用，並包含 AVEVA 的所有版權

documentation provided to Customer by AVEVA with the Software provided that such copies are for internal use only and include all of AVEVA's copyright and/or proprietary notices. Customer shall keep accurate records of the number and location of each copy and shall ensure that no copies of the Software are removed to anywhere other than a Site.

- (vi) This License granted by AVEVA to Customer is a network license. AVEVA's RealTime Services and Historical Services software will be installed on servers forming part of Customer's System in the configuration as shown in Transaction Document (i.e. single, Dual Redundant or Triple Redundant). The RealTime Services, Historical Services and application Software may be accessed by the number of Seats specified in Transaction Document.
- (vii) Customer shall have the right to transfer, with AVEVA's prior written consent (such consent not to be unreasonably withheld), use of the Software to a location other than a Site by sending prior written notice of the new location. Once such transfer has been made, the new location shall become included in the definition of "Site(s)". Customer shall have the right to use the Software without charge or prior consent at another location on a temporary basis if computer equipment at any Site becomes inoperative. Once the equipment at the original Site becomes operational, then Customer shall promptly return the Software to the original Site and shall discontinue use elsewhere.
- (viii) Customer shall not use the Software for acquisition or processing of data on behalf of any Third Party outside permitted Customer's ordinary internal business use without the consent of AVEVA.

9.24 Commercial Advisor/Polaris

(a) Software License.

- (iii) Unless terminated in accordance with the Agreement, Customer's license for Polaris Software is a perpetual license. Such license allows Customer and its Affiliates to use Polaris Software solely on the Volumetric Accounting System described in the Transaction Document for Customer's ordinary internal business, under the terms and conditions herein.
- (iv) In addition to any other license restrictions set forth in the Agreement for the Software, Customer's license of the Software will be limited to the number of computers or work stations set forth in the applicable Transaction Document.

(b) License Restrictions.

- (ix) Customer shall not copy the Software except to copy it onto the System and to make copies solely for backup purposes (with the inclusion of AVEVA's copyright and/or proprietary notice). However, Customer may make copies of the documentation provided to Customer by AVEVA with the Software provided that such copies are for internal use only and include all of AVEVA's copyright and/or proprietary notices. Customer shall keep accurate records of the number and location of each copy and shall ensure that no copies of the Software are removed to anywhere other than a Site.
- (x) Customer shall have the right to transfer, with AVEVA's prior written consent (such consent not to be unreasonably withheld), use of the Software to a location other than a Site by sending prior written notice of the new location. Once such transfer has been made, the new location shall become included in the definition of "Site(s)". Customer shall have the right to use the Software without charge or prior consent at another location on a temporary basis if computer equipment at any Site becomes inoperative. Once the equipment at the original Site becomes operational, then Customer or its Affiliate shall promptly return the Software to the original Site and shall discontinue use elsewhere.
- (xi) Customer shall not use the Software for acquisition or processing of data on behalf of any Third Party outside permitted Customer's ordinary internal business use without the consent of AVEVA.

和/或專有聲明。客戶應準確記錄每個副本的編號和位置，並應確保不會將軟體副本移到除網站以外的任何地方。

- (vi) AVEVA 授予客戶的該許可證是網路許可證。AVEVA 的即時服務和歷史服務 (RealTime Services and Historical Services) 軟體將安裝在構成客戶系統一部分的伺服器上，配置如交易檔所示 (即單、雙或三重冗餘)。即時服務和歷史服務應用 (RealTime Services, Historical Services and applications) 軟體可以通過交易檔中指定的席位數訪問。
- (vii) 客戶有權在獲得 AVEVA 事先書面同意 (不得無理扣留該同意) 的情況下，通過事先發送新位置的書面通知，將軟體的使用轉移到網站以外的其他位置。該轉移進行後，新位置應包含在“網站”的定義中。如果任何網站的電腦設備無法使用，客戶有權臨時在另一位置免費使用軟體，且無需獲得事先同意。原始網站的設備開始運行後，客戶應立即將軟體返回原始網站，同時在其他地方停用。
- (viii) 未經 AVEVA 同意，客戶不得代表任何協力廠商在允許的客戶普通內部業務使用範圍之外使用軟體獲取或處理資料。

9.24 Commercial Advisor/Polaris (商業顧問/Polaris)

(a) 軟體許可證。

- (iii) 除非根據本協定終止，否則 Polaris 軟體的客戶許可證為永久許可證。該許可證允許客戶及其關聯公司根據本協定條款和條件，僅在交易檔中描述的用於客戶普通內部業務的體積會計系統上使用 Polaris 軟體。
- (iv) 除本協定中規定的軟體的任何其他許可限制外，客戶的軟體許可證將受適用交易檔中規定的電腦或工作站數量的限制。

(b) 許可限制。

- (ix) 客戶不得複製軟體，除非是將其複製到系統中，並僅出於備份目的而進行複製 (同時考慮了 AVEVA 的版權和/或專有聲明)。但是，客戶可以複製 AVEVA 隨軟體一起提供給客戶的文檔，前提是這些副本僅供內部使用，並包含 AVEVA 的所有版權和/或專有聲明。客戶應準確記錄每個副本的編號和位置，並應確保不會將軟體副本移到除網站以外的任何地方。
- (x) 客戶有權在獲得 AVEVA 事先書面同意 (不得無理扣留該同意) 的情況下，通過事先發送新位置的書面通知，將軟體的使用轉移到網站以外的其他位置。該轉移進行後，新位置應包含在“網站”的定義中。如果任何網站的電腦設備無法使用，客戶有權臨時在另一位置免費使用軟體，且無需獲得事先同意。原始網站的設備開始運行後，客戶或其關聯公司應立即將軟體返回原始網站，同時在其他地方停用。
- (xi) 未經 AVEVA 同意，客戶不得代表任何協力廠商在允許的客戶普通內部業務使用範圍之外使用軟體獲取或處理資料。

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：訂單

本附件是 AVEVA 與客戶之間簽訂的《最終使用者協定》的補充並成為該《最終使用者協議》的一部分，《最終使用者協議》中所指的附件就是本附件。

PARTY IDENTIFICATION	
雙方身份資訊	
AVEVA :	AVEVA East Asia Ltd.
AVEVA :	AVEVA East Asia Ltd.
Company Registration Number:	
公司註冊號碼：	
Company Registered Address:	2/F Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong
公司註冊地址：	香港灣仔港灣道 6-8 號，裡安中心二樓
Company Telephone Number:	[ENTER CO TELEPHONE#]
公司電話：	[輸入公司電話]
Principal Contact (Name):	[ENTER PRINCIPAL CONTACT (NAME)]
主要連絡人（姓名）：	[輸入主要連絡人（姓名）]
Principal Contact (Email and Phone Number):	Email: [ENTER PRINCIPAL CONTACT EMAIL] Phone Number: [ENTER PRINCIPAL CONTACT PHONE#]
主要連絡人（電子郵箱及電話號碼）：	電子郵箱：[輸入主要連絡人電子郵箱] 手機號碼：[輸入主要連絡人手機號碼]
CUSTOMER:	[ENTER CUSTOMER NAME]
客戶：	[輸入客戶名稱]
Company Registration Number:	[ENTER CO REGISTRATION #]
公司註冊號碼：	[輸入公司註冊號碼]
Company Registered Address:	[ENTER CO REGISTRATION ADDRESS]
公司註冊地址：	[輸入公司註冊地址]
Invoice Address (if different than registered address):	[ENTER INVOICE ADDRESS]
發票位址（如與註冊位址不同）：	[輸入發票位址]
Company Telephone Number:	[ENTER CO TELEPHONE#]
電話號碼：	[輸入公司電話]
Principal Contact (Name):	[ENTER PRINCIPAL CONTACT (NAME)]
主要連絡人（姓名）：	[輸入主要連絡人（姓名）]
Principal Contact (Email and Phone Number):	Email: [ENTER PRINCIPAL CONTACT EMAIL] Phone Number: [ENTER PRINCIPAL CONTACT PHONE#]
主要連絡人（郵件和電話號碼）：	電子郵箱：[輸入主要連絡人電子郵箱] 手機號碼：[輸入主要連絡人手機號碼]
Bank Name:	[ENTER CO Bank Name #]
開戶銀行名稱：	[輸入公司開戶銀行]
Bank Account:	[ENTER Bank Account #]
銀行帳號：	[輸入公司銀行帳號]

SOFTWARE PRODUCTS:

[Instruction to User: The below tables are used for Heritage AVEVA products (which will be selected based on the licensing model).]

Initial/Annual Products:**軟體產品：**

[用戶說明：以下表格適用於傳統 AVEVA 產品（基於許可模式而選擇）。]

初始/每年產品：

Product Name	Product Code	License Model Type	License Term	Simultaneous Users	Additional Product Schedule (including URL)
產品名稱	產品編號	許可模式類型	許可期限	同時使用的用戶	其他產品附錄 (包括 URL)
[]	[]	Initial/Annual	[]	[]	Software Schedule/軟體附錄
License Restrictions/Scope of License: 許可證限制/許可範圍：		Identification and Location of Designated Server: 指定伺服器識別資訊及其所在地：		Co., Ltd Address (only City, Country) 有限公司 地址(填城市，國家即可) Principal Contact at Location/主要連絡人：： Name/ Email / number 姓名/ 郵箱/電話	
		Identification and Location of Users: 使用者識別資訊及其所在地：		Co., Ltd Address (only City, Country) 有限公司 地址(填城市，國家即可) Note: The Customer warrants and represents that [] Ltd. is an Affiliate company of Customer ("Additional User"). 注：客戶保證並表示 [] 有限公司是客戶的關聯公司（“附加用戶”）。	
Automatic Renewal Term:		[N/A or Yes]			
自動續約期限：		[不適用 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 Distributor Agreement. If the Distributor does not perform the obligation of the payment according to the Distributor 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.			
備註		最終使用者在此確認並同意，本協定有關軟體的許可費通過經銷商根據經銷協定支付。如果上述經銷商未能按經銷協議履行相應付款義務，或者經銷商告知 AVEVA 最終用戶發生變更的，最終用戶可能將無法收到相應軟體或者其他交付物或者無法繼續使用有關軟體或者本協定將相應立即終止。			

Rental Products:**租賃產品：**

Product Name	Product Code	License Model Type	License Term (in Months)	Simultaneous Users/User Months (Please choose case by case)	Support Services and Fees	Additional Product Schedule (including URL)
產品名稱	產品編號	許可模式類型	許可期限 (月)	同時使用的用戶/用戶月 (請按實際情況選擇)	其他產品附錄 (包括 URL)	適用的附件
[]	[]	Rental 租賃	[]	[]	<input type="checkbox"/> Not included/未包括在內	Software Schedule/軟體附錄
					<input type="checkbox"/> Included at no additional cost during License Term/許可期限內不包含任何額外費用	
					<input type="checkbox"/> Support purchased separately for License Term for []/根據[]許可期限單獨購買的支援	
					<input type="checkbox"/> Support purchased separately for [] for []/根據 [] []單獨購買的支持	
License Restrictions/Scope of License: 許可證限制/許可範圍：		Identification and Location of Designated Server: 指定伺服器識別資訊及其所在地：		Co., Ltd Address (only City, Country) 有限公司 地址(填城市，國家即可) Principal Contact at Location/主要連絡人：： Name/ Email / number 姓名/ 郵箱/電話		
		Identification and Location of Users: 使用者識別資訊及其所在地：		Co., Ltd Address (only City, Country) 有限公司 地址(填城市，國家即可) Note: The Customer warrants and represents that [] Ltd. is an Affiliate company of Customer ("Additional User"). 注：客戶保證並表示 [] 有限公司是客戶的關聯公司（“附加用戶”）。		
Automatic Renewal Term:		N/A				

自動續約期限：	不適用
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	上述指定的租賃許可不可撤銷。在本訂單許可期限內，必須使用所有購買的租賃許可，所有未使用的租賃許可將取消。
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 Distributor Agreement. If the Distributor does not perform the obligation of the payment according to the Distributor 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.
備註	最終使用者在此確認並同意，本協定有關軟體的許可費通過經銷商根據經銷協定支付。如果上述經銷商未能按經銷協議履行相應付款義務，或者經銷商告知 AVEVA 最終用戶發生變更的，最終用戶可能將無法收到相應軟體或者其他交付物或者無法繼續使用有關軟體或者本協定將相應立即終止。

Client Activated License Management Model (CALM):

客戶啟動許可管理模式 ("CALM")：

				Token Weighting Table		
				權杖權重表		
Product Name	Product Code	License Model Type	License Term	Tokens per User per Day	Tokens per User per Month	Additional Product Schedule (including URL)
產品名稱	產品編號	許可模式類型	許可期限	每位用戶每日權杖	每位用戶每月權杖	其他產品附錄 (包括 URL)
[]	[]	CALM	[]	[]	[]	Software Schedule: [URL to be added] 軟體附錄：[待添加 URL]
[]	[]	CALM	[]	[]	[]	
License Restrictions/Scope of License:	Designated Users (users who can call license files):	[]				
	Primary Tokens:	[]				
	Overdraft Tokens:	[]				
	Location(s):	[]				
許可證限制/許可範圍：	指定用戶（有權調用許可權的用戶）：	[]				
	主權杖：	[]				
	透支權杖：	[]				
	所在地：	[]				
Software License Fees:	Fee per Primary Token:	[]				
	Fee per Overdraft Token:	[]				
總到期數量：	[]					
Expiration Date for Tokens:	[]					
權杖到期日：	[]					
Automatic Renewal Term:	[]					
自動續約期限：	[]					
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 Distributor Agreement. If the Distributor does not perform the obligation of the payment according to the Distributor 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.					
備註	最終使用者在此確認並同意，本協定有關軟體的許可費通過經銷商根據經銷協定支付。如果上述經銷商未能按經銷協議履行相應付款義務，或者經銷商告知 AVEVA 最終用戶發生變更的，最終用戶可能將無法收到相應軟體或者其他交付物或者無法繼續使用有關軟體或者本協定將相應立即終止。					

Usage Based Licensing Model (UBL):

基於使用的許可模式 ("UBL")：

				Token Weight Table 權杖權重表		
Product Name	Product Code	License Model Type	License Term	Tokens per User per Access Period	Support Services and Fees	Additional Product Schedule (including URL)
產品名稱	產品編號	許可模式類型	許可期限	每位用戶每段使用期的權杖	其他產品附錄 (包括 URL)	適用的附件
[]	[]	UBL	[]	[]	<input type="checkbox"/> Not included	Software Schedule: [URL to be added] 軟體附錄: [待添加 URL]
[]	[]	UBL	[]	[]	<input type="checkbox"/> 未包括在內	
					<input type="checkbox"/> Included at no additional cost during License Term	
					<input type="checkbox"/> 許可期限內不包含任何額外費用	
					<input type="checkbox"/> Support purchased separately for License Term for []	
					<input type="checkbox"/> 根據 [] 許可期限單獨購買的支援	
					<input type="checkbox"/> Support purchased separately for [] for []	
					<input type="checkbox"/> 根據 [] [] 單獨購買的支援	
License Restrictions/Scope of License:	Quantity of Tokens:		[]			
	Location(s):		[]			
許可限制/許可範圍:	透支權杖:		[]			
	所在地:		[]			
	總到期數量:		[]			
	每個補充權杖的費用:		[]			
Expiration Date for Tokens:	[]					
權杖到期日:	[]					
Automatic Renewal Term:	[]					
自動續約期限:	[]					
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 Distributor Agreement. If the Distributor does not perform the obligation of the payment according to the Distributor 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.					
備註	最終使用者在此確認並同意，本協定有關軟體的許可費通過經銷商根據經銷協定支付。如果上述經銷商未能按經銷協議履行相應付款義務，或者經銷商告知 AVEVA 最終用戶發生變更的，最終用戶可能將無法收到相應軟體或者其他交付物或者無法繼續使用有關軟體或者本協定將相應立即終止。					