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End User License Agreement – EULA

最终用户许可协议

[READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY, BECAUSE BY INSTALLING, COPYING OR USING THE SOFTWARE PRODUCT, YOU (AS DEFINED BELOW) ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS OR DOES NOT WISH TO BE BOUND BY THIS EULA, DO NOT INSTALL, COPY, USE OR DISTRIBUTE THE SOFTWARE PRODUCT.]
[请仔细阅读本最终用户许可协议，本软件产品一经安装、复制或使用，贵方（定义见以下）即被视为同意以下条款及条件。如贵方不认可本最终用户许可协议的全部内容或不希望受本最终用户许可协议的约束，请勿安装、复制、使用或分销该软件产品。]

1. Definition

定义

1.1. 'Agreement' means the End User License Agreement.
“协议” 指本最终用户许可协议。

1.2. 'Associated Company' means in relation to any body corporate, any Holding Company or Subsidiary where at least 51 % of the shares are owned by Licensee.
“关联方” 是指就任何法人团体而言，被许可方的控股公司或被许可方持有 51%或以上股权的子公司。

1.3. 'Delivery Date' means the date on which the Licensee has received the Licensed Materials.
“交付日期”是指被许可方收到被许可物的日期。

1.4. 'Documentation' means the operating manuals, user instructions and other related materials supplied to the Licensee by the Licensor or by the sub licensor (whether physically or by electronic means) for aiding the use of the Software Product, including any part or copy of them.
“文件” 指为了帮助软件产品使用，许可方或次级许可方提供给被许可方的操作手册、用户说明书和其它相关资料(不管是书面的还是电子版的)，包括它们的任何部分或复印件。

1.5. 'Equipment' means computer equipment satisfying the Licensor or sub-licensor system requirements.
“设备” 指满足许可方或次级许可方系统要求的计算机设备。

1.6. “IPR” means Intellectual Property Rights and include (whether registered or unregistered) patents, trade marks, service marks, trade names, designs, design rights, copyrights, moral rights, renewal rights, reversionary rights, and any other intellectual property rights, applications for the grant of any such rights, and all analogous or similar rights or forms of protection which subsist or will subsist now or in the future anywhere in the world.
“知识产权” 指包括（不论是否登记的）专利、商标、服务标识、字号、外观设计、外观设计权、著作权、著作人格权、续展权、归复权，以及其他知识产权、为授予该类权利的申请，及全球范围内现在存在或将来存在的所有类比或类似权利或保护形式。

1.7. 'License Fee' means the fee charged to Licensee for using of the Software Product.
“许可费” 指因使用软件产品而单独向被许可方收取的费用。

1.8. 'Licensed Materials' means the Software Product, the Documentation and the Media.
“被许可物” 指软件产品、文件和媒体。

1.9. 'Licensed Period' means the period which will be perpetual after the full payment of License Fee unless terminated earlier in accordance with clause 10.
“许可期”是指，除非按照第10条规定提前终止外，授予的许可将于软件费用全额支付后长期有效。

1.10. 'Licensor' means Guangzhou TWO Information Technology Co., LTD (“RIB”).
“许可方” 指广州拓欧信息技术有限公司（也称“RIB”）。

1.11. 'Media' means the carrier media on which the Software Product and the Documentation are recorded or printed and delivered to the Licensee.
“媒体” 指记录或打印软件产品和文件并提供给被许可方的载体。

1.12. 'Software Product' means the computer program[s] in object code form together with all components thereof and all updates, patches, fixes, modifications and enhancements thereto, including releases of new versions and any and all accompanying documentation, files and materials (“Licensed Materials”) and excludes source code material and all preparatory design material.
“软件产品” 指目标代码形式的计算机程序及其所有组件和所有的更新、补丁、修复、修正及优化，包括发布的新版本及所有附属文书、文档及材料（ “被许可物”）但不包括源代码资料和所有准备设计资料。

1.13. 'Territory' means the territory worldwide- except countries listed in Supplement No. 1 to Part 740; Country Groups available under http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear (as amended from time to time) under E and D (marked in first column).
“区域” 指适用于除此网站第 740 节附表 1 列出的国家以外的全球所有国家。请登录 http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear （修改的最新版本）项下的 E 和 D（第一栏中已标出）查看国家分组信息。

2. General
一般条款

This EULA governs the use of the Licensed Materials made available by Guangzhou TWO Information Technology Co., LTD ("RIB", “Licensor”, "we", "us" or "our") to You ("You", "Your" or "Licensee" shall mean the entity or individual that uses the Licensed Materials).
该最终用户许可协议规定广州拓欧信息技术公司（ “RIB”、“拓欧”、“许可方”、“我方”）向贵方（“贵方”“被许可方”指使用被许可物的实体或个人）提供被许可物的使用规范。

3. License Grant
软件授予

Subject to the terms of this Agreement, the Licensor grants to the Licensee a non-exclusive and non-transferable license ('the License') to use the Licensed Materials in the Territory during the License Period. Where the Territory includes an area outside the People’s Republic of China the Licensee will be responsible at its own expense for complying with all applicable import laws and regulations and likewise the Licensor for the export laws and regulations.

根据本协议的条款，许可方向被许可方授予许可期内在区域内使用被许可物的非排他、不可转让的许可。在中华人民共和国以外的区域，被许可人应遵守所有适用的进口法律、法规和有关贸易协定，费用自负，同样，许可方也应遵守所有适用的出口法律、法规和有关贸易协定，费用自负。

4. Delivery and Installation

交付与安装

4.1. The Licensee is responsible for installation of the Software Product on the Equipment in accordance with the installation guide issued by the Licensor or at the Licensee's request the Licensor will carry out such installation.
被许可方负责按照许可方发布的安装指南将软件产品安装在设备上，或者要求许可方进行该安装。

4.2. Risk in the Media will pass to the Licensee on delivery to the Licensee or on installation of the Software Product on the Equipment where the Licensor is responsible for installation in accordance with clause 4.1.
媒体风险将在交付给被许可方或在许可方根据第 4.1 条负责在安装的设备上安装软件产品时转移到被许可方。

5. Permitted Use

允许的使用

5.1. The foregoing rights in and to the Software Product are the only rights granted to Licensee in connection with this EULA, and any and all rights not expressly granted to Licensee by the license described Section 3 above are expressly and fully reserved by us.
软件产品中的上述权利是授予被许可方的与本最终用户许可协议有关的唯一权利，我方保留对在上述第三条中未明确授予给被许可方的全部权利。

5.2. The use of the Software Product is restricted in respect of each of the programs forming part thereof to the number of users included in the License Fee such that any user may access the relevant program forming part of the Software Product on the Equipment provided that at any time the numbers accessing the relevant programs forming part of the Software Product does not exceed the number of licenses granted.
就构成软件产品一部分的每个程序而言，软件产品的使用应限定用户数量，以使用户可访问设备上的相关程序，但是任何时候，访问相关程序的用户数量不得超过支付许可费的数量。

5.3. The Licensee may not use the Software Product at any location outside of the Territory.
被许可人不得在区域以外的任何地区使用软件产品。

5.4. The Licensee may use the Licensed Materials for processing its own data for its own internal business purposes only and shall not permit any third party other than Associated Company of the

Licensee to use the Licensed Materials. The Licensee shall not use or attempt to use the Licensed Materials or permit any third party other than Associated Company of the Licensee to do so:
被许可人只可为自身业务目的而用被许可物处理其自己的数据，不得允许任何第三方（被许可方的关联公司除外）使用被许可物。被许可人不得使用或试图使用被许可物，或允许任何第三方（被许可方的关联方除外）这样做：

5.4.1. To provide a data processing service to any third party by way of trade or otherwise; or
通过买卖或其它方式向任何第三方提供数据处理服务，或

5.4.2. As part of a network (other than as part of the Licensee's and of Associated Company's internal network); or
作为网络的一部分(构成被许可方及其关联公司内部网络的一部分除外)， 或

5.4.3. Contrary to any other restrictions stated in this Agreement.
与本协议中规定的任何其它限制相反。

In addition, the Licensee may allow an Associated Company to use the Licensed Materials as long as they are used via the Licensee's Citrix Terminal servers or corresponding technology and as long as the Licensee has full control over the Citrix Terminal servers or the corresponding technology.
此外，被许可方可允许其关联公司使用被许可物，只要被许可物是通过被许可方的 Citrix 终端服务器或相应技术使用的，并且被许可方对 Citrix 终端服务器或相应技术拥有完全控制权。

5.5. The Licensee shall not translate or adapt the Licensed Materials for any purpose nor arrange or create derivative works based on the Software Product without the Licensor's express written consent in each case.
任何情况下，未经许可方书面明确同意，被许可方不得为了任何目的翻译或修改被许可物，也不得安排或创作基于软件产品的衍生作品。

5.6. The Licensee shall not transfer or distribute (whether by licence, loan, rental, sale or otherwise) all or any part of the Licensed Materials to any other person.
被许可方不得将被许可物的任何部分转让或分销(不管通过许可、借贷、租赁、销售还是其它方式)给任何其它人员。

5.7. The Licensee shall not make for any purpose including (without limitation) for error correction, any alterations, modifications, additions or enhancements to the Software Product except as specifically described in the Documentation nor permit the whole or any part of the Software Product to be combined with or become incorporated in any other program without the Licensor's prior written consent.
除了文件中的明确说明，被许可方不得出于任何目的对软件产品进行(包括但不限于)错误纠正、任何变更、修改、添加或改进，未经许可方事先书面同意，也不允许将软件产品全部或任何部分与任何其它程序组合或并入任何其它程序。

5.8. The Licensee shall not, nor permit others to, de-compile, reverse-engineer or disassemble the Software Product or any part.

被允许方自身不得，也不得允许其他人对软件产品或其任何部分进行反编译、逆向工程或分拆。

5.9. A separate License is required for the use of copies of the Software Product on equipment other than the Equipment, including use on any disaster recovery equipment. In the event that the Equipment is inoperable or requires or is under repair, the Licensee shall report same to the Licensor for permission to use the Licensed Materials on a back-up system at no extra license charge, until the Equipment is operational, such permission not to be unreasonably withheld or delayed.
在本协议所指之外的设备上使用软件产品副本(包括在任何故障恢复设备上使用)需要单独的许可。倘若设备不能工作、需要维修或正在维修中，被许可方应如实报告给许可方以获得许可方的允许（该等允许不得无故拒绝或拖延），在备份系统上使用被许可物，无需另外支付许可费，直到设备正常运行。

5.10. The Licensee shall permit the Licensor to check the use of the Licensed Materials by the Licensee at all reasonable times. The Licensor may upon reasonable notice send its representatives to any of the Licensee's premises to verify compliance with this Agreement and the Licensee irrevocably consents to the Licensor's representatives entering the Location and any other of its premises for this purpose.
被许可方应允许许可方在任何合理的时间对被许可方所使用的被许可物进行检查。许可方发出合理通知后，派遣其代表到被许可方的场所，检查被许可方是否遵守本协议。被许可方不可撤销地同意许可方代表在前述目的下进入被许可方经营场所或其他处所进行检查。

6. Proprietary Rights
知识产权

6.1. The Licensor owns all IPR in and related to the Software Product, documentation, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to the Licensee are reserved to the Licensor. The Licensee shall not question or dispute the ownership of such rights at any time during the continuation in force of the Agreement or thereafter. RIB warrants that, to the best of its knowledge, the Software Product does not infringe upon or violate any IPR of any third party.
许可方拥有软件产品、文件、设计贡献、相关知识或流程及其任何衍生作品的所有知识产权。许可方保留未明确授予被许可方的权利。被许可方不得在本协议持续有效期间或之后的任何时间质疑或质疑该等权利的所有权。许可方保证，在许可方的认知范围内软件产品未侵犯或侵犯任何第三方的任何知识产权。

6.2. The Licensee will not acquire any title or rights in any Intellectual Property Right owned by or licensed to Licensor or any modifications to the same during the course of and pursuant to this Agreement or those acquired or created thereafter independently of this Agreement, including IPR in modifications, amendments, enhancements, improvements of or otherwise in connection with Licensed Materials.

在本协议期间及此后独立于本协议而获得或创建的任何知识产权中，被许可方不能获得许可方拥有的任何知识产权，亦不可获得第三方授权给许可人的知识产权，或在此之上进行修改的权利，包括通过对被许可物的修改、修订、优化、改进或与之相关的知识产权。

6.3. The Licensee agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Software Product or which is visible during its operation or which is on Media or on any Documentation. The Licensee shall incorporate such proprietary markings in any backup copies.

被许可方同意不以任何方式去除、覆盖或修改软件产品中或软件产品上、软件产品运行时可见、在媒体或任何文件上可见的任何所有权标识，包括任何商标或版权声明。被许可方应将此类专有标记加到任何备份副本中。

6.4. The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorized access to, use or copying of any part of the Licensed Materials by any person.
倘若被许可方发现任何人未经许可擅自访问、使用或复制被许可物的任何部分，应立即通知许可方。

6.5. Licensor hereby grants the Licensee non-exclusive license to use Licensor's IPR in connection with the Licensee's use of Licensor's IPR as permitted herein and for no other purpose.
许可方特此授予被许可方非排他性许可，被许可方不得在本协议限定范围之外将此许可作为他用。

7. Confidentiality by Licensee

被许可方的保密责任

7.1. The Licensee acknowledges that the Licensed Materials contain confidential information of the Licensor and/or of third parties. The Licensee undertakes to treat as confidential and keep secret all information contained in or otherwise received from the Licensor in connection with the Licensed Materials (collectively referred to as 'the Confidential Information') and shall not use the same for purposes other than in relation to use of the Software Product in accordance with the License.
被许可方承认，被许可物含有许可人和/或第三方的保密信息。被许可方承诺将被许可物含有的或和被许可物一起从许可方收到的所有信息(统称为 "保密信息")作为保密信息对待，并保守秘密。被许可方不得出于与按照本"许可协议"使用软件产品有关的之外的目的使用该等信息。

7.2. The Licensee shall not without the Licensor's prior written consent communicate or disclose any part of the Confidential Information to any person except:
未经许可方事先书面同意，除了下列人员，被许可方不得将保密信息的任何部分传达或透露给任何第三方：

7.2.1. Only to those employees' agents and sub-contractors on a need to know basis who are directly involved in the use of the Software Product;
仅限于有需要了解保密信息的直接参与产品使用的员工、代理和分包商，

7.2.2. the Licensee's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Licensee.
被许可方的审计师、专业顾问及有法律赋予的权利或义务接触或了解与被许可方业务有关的保密信息的任何其他人员或机构。

7.3. The Licensee undertakes to ensure, prior to disclosure of any Confidential Information, that all persons and bodies mentioned in clause 7.2 are aware that the Confidential Information is confidential and that they owe a duty of confidence to the Licensor. The Licensee will indemnify the Licensor against any loss or damage which the Licensor sustains or incurs as a result of the Licensee failing to comply with such undertaking.
被许可方承诺透露任何保密信息前，第 7.2 条中提及的所有人员和机构已意识到保密信息的机密性，他们对许可方负有保密义务。被许可方应对未遵守该承诺使许可方承受或遭受的任何损失或损害向许可方做出赔偿。

7.4. The provisions of this clause 7 will not apply to any Confidential Information which:
本第 7 条的规定对下列任何保密信息不适用：

7.4.1. is or becomes public knowledge other than as a result of the Licensee's conduct; or
并非由被许可方的行为而成为公众所知的信息，或

7.4.2. is independently developed without access to or use of the Licensed Materials.
未接触或使用被许可物而独立开发的信息。

7.5. This clause 7 will continue in force notwithstanding the termination of this EULA for any reason for a period of five (5) years.
无论本最终用户许可协议因任何原因终止，本第 7 条将继续有效，有效期为五（5）年。

8. Confidentiality by Licensor

许可方的保密责任

8.1. The Licensor acknowledges that the data stored within the Software Product contains confidential information of the Licensee and/or of third parties. The Licensor undertakes to treat as confidential and keep secret all information contained in or otherwise received from the Licensee in connection with such data (collectively referred to as 'the Confidential Information') under the direct instruction of the Licensee.
许可方承认，软件产品中存储的数据含有被许可方和/或第三方的保密信息。许可方承诺在被许可方的直接指示下，将包含在软件产品中的或以其他方式从被许可方收到的与此类数据有关的所有信息(统称为“保密信息”)作为保密信息对待，并进行保密。

8.2. The Licensor shall not without the Licensee's prior written consent communicate or disclose any part of the Confidential Information to any person except:
未经被许可方事先书面同意，除了下列人员，许可方不得将保密信息的任何部分传达或透露给任何第三方：

8.2.1. Only to those employees agents and sub-contractors on a need to know basis who are directly involved in the use of the Software Product;

仅限于有需要了解保密信息的直接参与软件产品使用的员工、代理和分包商；

8.2.2. the Licensor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Licensor.

许可方的审计师、专业顾问及有法律赋予的权利或义务接触或了解与许可方业务有关的保密信息的任何其他人员或机构。

8.3. The Licensor undertakes to ensure, prior to disclosure of any Confidential Information, that all persons and bodies mentioned in clause 8.2 are aware that the Confidential Information is confidential and that they owe a duty of confidence to the Licensee. The Licensor will indemnify the Licensee against any loss or damage which the Licensee sustains or incurs as a result of the Licensor failing to comply with such undertaking.
许可方承诺透露任何保密信息前，第 8.2 条中提及的所有人员和机构已意识到保密信息是保密的，他们对被许可方负有保密责任。许可方应对未遵守该承诺使被许可方承受或遭受的任何损失或损害向被许可方做出赔偿。

8.4. The provisions of this clause 8 will not apply to any Confidential Information which:
本第 8 条的规定对下列任何保密信息不适用：

8.4.1. Is or becomes public knowledge other than as a result of the Licensor's conduct; or
并非由许可方的行为导致的已成为公众所知的信息，或

8.4.2. is independently developed without access to or use of the Licensed Materials.
未接触或使用被许可物而独立开发的信息。

8.5. This clause 8 will continue in force notwithstanding the termination of this EULA for any reason for a period of five (5) years.
无论本最终用户许可协议因任何原因终止，本第 8 条将继续有效，有效期为五（5）年。

9. Copyright Indemnity

版权赔偿

9.1. The Licensor will indemnify the Licensee for its reasonable costs and all damages awarded under any final judgment by a court of competent jurisdiction or agreed by the Licensor in final settlement to the extent that the Software Product as used in accordance with the License infringes the copyright trademarks or trade secrets of any third party or the intellectual property rights (other than patents) of any third party provided that:
按照“许可”使用的软件产品侵犯任何第三方的版权商标或商业秘密或者任何第三方的知识产权(专利除外)，在这样的范围内，许可方应向被许可方赔偿有司法管辖权的法院的任何最终判决中判定的合理费用和所有赔偿金，或者许可方在最终结算中同意的合理费用和所有赔偿金，但是：

9.1.1. The Licensee makes no statement prejudicial to the Licensor;
被许可方不得发表对许可方引起偏见的声明；

9.1.2. Such infringement is not caused by or contributed to by acts of the Licensee other than the use of the Software Product in accordance with the License;

该等侵犯不是由被许可方按照“许可”使用软件产品之外的行为造成或引起;

9.1.3. The Licensor is promptly notified in writing of the details of the claim;
应及时向许可方书面通知索赔的详细情况;

9.1.4. The Licensor has sole control of the defense of such claim and any related settlement negotiations; and
许可方对该索赔辩护和相关结算谈判有唯一控制权;

9.1.5. The Licensee gives the Licensor all reasonable assistance at the Licensor's expense in connection therewith.
被许可方应向许可方提供所有合理的帮助，与此有关的费用由许可方承担。

9.2. If at any time an allegation of infringement of any third-party rights is made, or in the Licensor's opinion is likely to be made, in respect of the Licensed Materials the Licensor may at its own expense:
倘若任何时候与被许可物有关的任何第三方权利侵犯被索赔、指控，或者许可方认为有可能被提出索赔、指控，许可方可自行出资:

9.2.1. Obtain for the Licensee the right to continue using the Licensed Materials; or
为被许可方争取继续使用被许可物的权利；或者

9.2.2. Modify or replace the Licensed Materials so as to avoid infringement; or
修改或替换被许可物，以避免版权侵犯；或者

9.2.3. If conditions 9.2.1 or 9.2.2 cannot be accomplished on reasonable terms, refund the License Fee whereupon the License shall terminate.
如果无法在合理的期限内达到第9.2.1或第9.2.2的条件，则退还许可费，“许可”随之终止。

9.3. The Licensor will have no liability for any infringement claim based on:
许可方对基于下列情况的任何侵权索赔不承担责任:

9.3.1. Use of other than the latest unaltered current release of the Software Product; or use or combination of the Software Product with equipment (other than the Equipment), programs or data not supplied by the Licensor, or
使用目前发布的最新原版产品之外的软件产品，或者和非许可方提供的设备(非本协议中的“设备”)、程序或数据一起使用软件产品，或者

9.3.2. The Licensee's refusal to use modified or replacement Licensed Materials supplied or offered to be supplied pursuant to clause 9.2.
被许可方拒绝使用根据第9.2条供应或提供的修改或替换后的被许可物。

9.4. This clause 9 states the entire liability of the Licensor with respect to the infringement or alleged infringement of any third-party rights of any kind whatever by the Licensed Materials.
有关被许可物侵犯或涉嫌侵犯任何第三方权利，本第 9 条规定了许可方的全部责任。

10. Termination
终止

10.1. The Licensee may terminate the License at any time by written notice to the Licensor.
被许可方可通过发送书面通知给许可方来随时终止许可。

10.2. The Licensor may not terminate this Agreement for convenience.
许可方不得随意终止本协议。

10.3. If the Licensee:
如果被许可方:

10.3.1. expressly or impliedly repudiates this Agreement by refusing to comply with any of the provisions of this Agreement; or
通过拒绝遵守本协议的任何重要条款，明示或默示否认本协议；或者

10.3.2. fails to comply with any of the provisions of this Agreement and (in the case of a failure capable of being remedied) does not rectify such non-compliance within 21 working days of the Licensor's written notice of it; or
未能遵守本协议的任何条款且(在可被补救的情况下)未能在许可方书面通知后21个工作日内纠正；或者

10.3.3. convenes any meeting of creditors or passes a *resolution* for winding up or suffers a petition for winding up; or
债权人召开会议或通过清盘的表决或遭受清盘申请；或者

10.3.4. has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of an administrator; or
其全部或部分资产被任命了行政接管人或指定的管理人；或者

10.3.5. commits any act of bankruptcy or compounds with his creditors or comes to any arrangements with any creditors;
有任何破产行为或与其债权人和解或与债权人达成任何协定；

then (and in any such case) the Licensor may, without prejudice to any other of its rights or remedies and without being liable to the Licensee for any loss or damage which may be occasioned, give written notice to the Licensee terminating this Agreement (and accordingly the License) with immediate effect.
则(任何这些情况下)许可方在不损害其任何其它权利或赔偿、不需对可能发生的任何损失或损害向被许可方负责的条件下，可向被许可方发出书面通知立即终止本协议(并相应终止“许可”)。

10.4 If the Licensor:
如果许可方:

10.4.1 expressly or impliedly repudiates this Agreement by refusing to comply with any of the material provisions of this Agreement; or
通过拒绝遵守本协议的任何重要条款，明示或默示否认本协议；或者

10.4.2 convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up; or
债权人召开会议或通过清盘的表决或遭受清盘申请；或者

10.4.3 has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of an administrator; or
对其全部或部分资产任命行政接管人或指定的管理人；或者

10.4.4 commits any act of bankruptcy or compounds with his creditors or comes to any arrangements with any creditors;

有任何破产行为或与其债权人和解或与债权人达成任何协定；

then (and in any such case) the Licensee may, without prejudice to any other of its rights or remedies and without being liable to the Licensor for any loss or damage which may be occasioned, give written notice to the Licensor terminating this Agreement (and accordingly the Licence) with immediate effect.

则(任何这些情况下)被许可方在不损害其任何其它权利或赔偿、不需对可能发生的任何 损失或损害向许可方负责的条件下，可向许可方发出书面通知立即终止本协议(并相应终止“许可”)。

11. Post Termination

终止后事项

11.1. On termination of the License in accordance with this Agreement, the Licensee's authorisation to use the Licensed Materials will automatically cease and the Licensee undertakes immediately to cease to use the Licensed Materials and either return to the Licensor the Software Product and all copies of it or, if requested by the Licensor, delete, destroy or otherwise make permanently unusable the Software Product and all whole or partial copies of the Software Product within the Licensee's control or possession.

根据本协议“许可”被终止时，被许可方使用被许可物的权限将自动终止，被许可方承诺立即停止使用被许可物且归还软件产品和全部副本给许可方，或者在许可方要求时删除、销毁或以其他方式使软件产品，以及被许可方控制或拥有的软件产品的全部或部分副本永久不可用。

11.2. Within 7 days of the date of termination in accordance with this Agreement the Licensee shall return to the Licensor all copies of the Documentation unless notified in writing to the contrary by the Licensor.

根据本协议许可被终止 7 天内，被许可方应向许可方退还文件的所有副本，除非许可方书面通知无需退还。

11.3. Within 30 days of the date of termination in accordance with this Agreement the Licensee shall through a director or other officer certify to the Licensor in writing that it has fully complied with its obligations under clauses 11.1 and 11.2.

根据本协议许可被终止 30 天内，被许可方应通过董事或其他高管向许可方书面证实其已完全履行其在第 11.1 和第 11.2 条下的义务。

11.4. Termination of the Licence, however caused, shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination.

“许可” 的终止不管是何种原因造成的，均不得影响任一方在本协议项下的终止日之前可能已经产生的权利。

12. Warranty

保证

12.1. The Licensor warrants that:
许可方保证：

12.1.1. The Software Product when properly used on the Equipment will provide the facilities and functions and perform substantially as described in the Documentation; and

软件产品在设备上正确使用时，将提供文件中描述的工具和功能，良好地运行；以及

12.1.2. the Media on which the Software Product is furnished will be free from defects in materials and workmanship under normal use.

正常使用下，提供软件产品的媒体无材料和工艺缺陷。

The Licensor does not warrant that the operation of the Software Product will be uninterrupted or error free.
许可方不保证软件产品的运行不会中断或没有任何误差。

12.2. The Licensor's obligation and the Licensee's exclusive remedy under the warranty given in clause 12.1 is limited either:
根据第 12.1 条规定的保证，许可方的义务及被许可方的唯一补救措施只限于以下一种：

12.2.1. to the Licensor at its own expense using all reasonable endeavors to rectify any non-conformance with the warranty by repair (by way of a patch, work around, correction or otherwise) within a reasonable period of time or, at the Licensor's option, replacement of the Software Product or defective Media in whole or in part; or

许可方自行出资在合理的时间段内通过修理(以补丁、变通、改正或其它方式)纠正任何不符合保证内容的情况，或者，许可方可选择全部或部分更换软件产品或有缺陷的媒体；或

12.2.2. To a refund of the License Fee paid if in the Licensor's reasonable opinion it is unable to rectify such non-conformance within a reasonable time-scale or at an economic cost, whereupon the License shall terminate.

倘若许可方合理地认为其不能在合理的时间段内或以合理成本纠正，则退还已支付的许可费，随之“许可”应终止。

12.2.3. where the Licensed Materials incorporate third parties’ software or data then as far as it lawfully can to obtain for the Licensee any rights or benefits of the provisions of the Licensor’s agreement with such third party as far as the same are applicable to this Agreement and are not inconsistent with the express terms of this Agreement but not further or otherwise. Any action taken by the Licensor in compliance with the provisions of this sub-clause shall be at the cost of the Licensor and may include the provision by the Licensee of such indemnity and security as the Licensor may reasonably require.

许可方在被许可物中安装、嵌入、放置第三方软件或资料时，在法律允许的范围内，许可方将为被许可方争取许可方与该第三方协议中规定的任何权利或利益，只要该权利或利益适用于本协议，且不与本协议的明示条款不一致。许可

方为遵守本条款采取的任何行动应由许可方承担费用，并且许可方可以合理要求被许可方遵守赔偿和担保条款。

12.3. The Licensor will have no liability or obligation under the warranty given in this clause 12 unless it has received written notice from the Licensee of any non-conformance with the warranty within 90 days from the Delivery Date.
除非自交付日起 90 天内许可方从被许可方收到与质量保证任何不相符的书面通知，否则，许可方不承担本第 12 条规定的质量保证项下的任何责任或义务。

12.4. The Licensee acknowledges that the Licensed Materials have not been prepared to meet the Licensee's individual requirements and that it is the Licensee's responsibility to ensure that the facilities and functions of the Software Product meet the Licensee's requirements.
被许可方承认被许可物不是为了满足被许可方的个别要求而准备的，被许可方负责确保软件产品工具和功能满足被许可方的要求。

12.5. The Licensor will not be liable for any failure of the Software Product to provide any facility or function not described in the Documentation or for any failure of the Software Product attributable to any modification (whether by alteration, deletion, addition or otherwise) to the Software Product or the Equipment by persons other than the Licensor or combination of the Software Product with other software or equipment without the Licensor's express prior written consent.
许可方不对以下情形负责：软件产品未能提供文件中没有描述的工具或功能；被许可方之外的人员对软件产品或设备进行任何修改(不管是更改、删除、添加还是其它)；在未得到许可方书面同意的情形下对软件产品与其它软件或其他设备组合应用。

12.6. If a problem is found upon investigation not to be the Licensor's responsibility under the provisions of this clause 12, the Licensor may charge the Licensee immediately for all reasonable costs and expenses incurred by the Licensor in the course of or in consequence of such investigation.
倘若调查后查明问题不属于被许可方根据本第 12 条规定的责任，许可方可立即向被许可方收取该调查过程中或因该调查而发生的所有合理成本和费用。

13. Limitations of Liability

责任限制

13.1. THE LICENSEE ACKNOWLEDGES THAT THE LICENSOR'S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE LICENSED MATERIALS ARE EXHAUSTIVELY DEFINED IN THIS AGREEMENT. THE LICENSEE AGREES THAT THE EXPRESS OBLIGATIONS AND WARRANTIES MADE BY THE LICENSOR IN THIS AGREEMENT ARE IN LIEU OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANYTHING SUPPLIED OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT INCLUDING (WITHOUT LIMITATION) ANY WARRANTY AS TO THE CONDITION, QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE OF THE LICENSED MATERIALS AND THE MAINTENANCE SERVICE OR ANY PART OF THEM.

被许可方承认，许可方关于被许可物的义务与责任已在本协议中详尽规定。被许可方同意，许可方在本协议中明确表示的义务和保证，代替并排除涉及本协议提供的或与本协议有关的任何物品或服务的任何形式、明示或默示、法定的或其它方面的任何保证、条件、条款、承诺或声明，包括但不限于为被许可物、维护服务或它们的任何部分规定的与条件、质量、性能、可销售性或适应性有关的任何保证。

13.2. THE LICENSEE IS RESPONSIBLE FOR THE CONSEQUENCES OF ANY USE OF THE LICENSED MATERIALS. THE LICENSOR WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATEVER AND HOWEVER CAUSED WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THEIR POSSIBILITY AND WHERE THE LICENSOR IMPORTS THE LICENSEE'S OR ANY THIRD PARTIES DATA THE LICENSEE RECOGNIZES THAT THE LICENSOR IS UNABLE TO VERIFY SUCH DATA, AND THE LICENSEE SHALL BE RESPONSIBLE FOR CHECKING THE ACCURACY OF THAT DATA.
被许可方对被许可物的任何使用结果负责。许可方对任何种类的、不管因协议、民事侵权行为(包括疏忽)还是其它原因导致的任何间接发生的损失、损害、成本或费用不承担责任，包括但不限于生产损失、数据丢失或毁坏、利润或协议损失、运行时间损失及商誉或预期节约额损失，即使许可方已被告知其可能性。许可方引入被许可方或任何第三方的数据时，被许可方承认许可方无法验证这些数据，被许可方应负责确认该等数据的正确性。

13.3. The Licensor accepts liability to the extent that it results from the negligence, fraud or willful default of the Licensor and its employees.
许可方承担由于许可方及其员工的疏忽、欺诈或故意违约而导致的责任。

13.4. Unless in case of gross negligence or willful misconduct or death or injury, the Licensor's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution will not exceed the License Fee.
除非发生重大过失或故意不当行为或死亡或受伤以外，与本协议有关或基于任何赔偿的索赔，许可方的总责任（无论是合同还是侵权方面的责任或其他责任，包括疏忽）将不超过许可费。

13.5. The Licensee agrees that, except as expressly provided in clauses 12 and 14 and this clause 13 the Licensor will not be under any liability of any kind whatever and however caused arising directly or indirectly in connection with this Agreement. The Licensee will indemnify the Licensor in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or indirectly from the Licensee's breach of the provisions of this Agreement.
被许可方同意，除了第12、14和本13条中明确规定，许可方不承担与本协议有关的任何种类、不管直接还是间接导致的责任。对于第三方因被许可方违反本协议条款而直接或间接引起的任何伤害、损失或费用索赔，被许可方应赔偿给许可方。

14. Force Majeure
不可抗力

Neither party will be liable for any delay in performing or failure to perform any of its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of this Agreement and the time for performance of the affected obligation will be extended by such period as is reasonable.
任何一方均不对因超出其合理控制范围的任何原因导致延迟履行或未能履行其在本协议项下的任何义务（付款义务除外）承担责任。此类延期或未能履行不构成对本协议的违反，履行受影响义务的时间将延长合理的期限。

Force majeure means an exceptional event or circumstance which prevents the performance of a party's obligations, which event or circumstance is beyond that party's control, could not have been reasonably provided against before entering into this Agreement, could not have otherwise been reasonably avoided and which is not substantially attributable to another party. Such event or circumstance may include but is not limited to war, armed conflict, terrorism, nuclear, chemical or biological contamination, revolution, riot insurrection or other civil commotion, strikes or lockouts (excluding those undertaken solely by the personnel of the Licensor), natural catastrophe such as lightning and earthquakes.
不可抗力是指妨碍一方履行义务的特殊事件或情况，该事件或情况超出该方的控制范围，在签订本协议之前无法合理预防，也无法合理避免，且实质上不可归因于另一方。此类事件或情况可能包括但不限于战争、武装冲突、恐怖主义、核、化学或生物污染、革命、暴乱暴动或其他内乱、罢工或停工（不包括仅由许可方人员实施的罢工或停工）、闪电和地震等自然灾害。

15. Assignment
转让

The License is personal to the Licensee and the Licensee may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the Licensor.
“许可” 专门授给被许可方，未经许可方事先书面同意，被许可方不得转让或以其他方式转让其在本协议项的权利或义务。

16. Entire Agreement
完整协议

16.1. This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and arrangements, written or oral. The Licensee acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of the Licensee issued in connection with this Agreement will not apply unless expressly accepted in writing by the Licensor.

本协议是双方与协议标的有关的完整、唯一的协定声明，并取代以前所有的书面或口头沟通、声明和安排。被许可方承认，不依赖虽作出但并未记录在本协议的任何陈述。除非许可方书面明确接受，否则与本协议相关的任何采购订单或被许可方其它信函和文书中的印刷条款和条 件不适用。

16.2. Except as otherwise permitted by this Agreement no change to its terms will be effective unless it is in writing and signed by persons authorised on behalf of both parties.
除非本协议另有规定，如果未以书面形式且未经双方授权代表书面签署，任何条款的更改均无效。

17. Export Control

出口管制

The Licensed Materials provided by the Licensor under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. The Licensee acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU, and other national and international export control laws and/or regulations.
本协议中许可方所交付的被许可物含有或可能含有美国、欧盟或其他国家的部件或技术。被许可方同意并保证对此协议中的产品、软件、服务、信息及其他所销售的产品和所嵌入的技术（在此统称"所交付货物"）的供应、处置或使用将完全遵从美国、欧盟和其他国家和国际组织的相关出口管制法律、法规。

Unless applicable export license/s has been obtained from the relevant authority and the Licensor has approved, the Licensed Materials shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; (ii) or be used for those purposes and fields restricted by the applicable export control laws and/or regulations. The Licensee also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
未获许可方预先许可或未从有关当局获得相应出口许可证件，所交付货物（一）不得出口或再出口往任何受相关出口管制法律、法规限制的目的地和其他方（包括但不仅限于个人、团体或法人组织）；（二）不得使用在任何受相关出口管制法律、法规限制的目的和领域；被许可方同意所交付货物将不会直接或间接地被用于任何火箭系统、无人驾驶航空器；也不被用于任何核武器运送系统；且不被使用在任何武器（包括但不仅限于化学武器、生物武器、核武器）的设计、开发、生产或使用中。

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or

regulations would prohibit the Licensor from fulfilling any order, or would in the Licensor's judgment otherwise expose the Licensor to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, the Licensor shall be excused from all obligations under such order and/or this Agreement.
此协议受限于必要的许可证的授权和批准、以及相关政府机构的授权或批准。若因相关政府不作为或其他情况导致没有获得任何必要的许可证、授权或批准，或者许可证或授权被否决或撤销，或适用的相关出口管制法律、法规禁止许可方履行订单或者许可方认为履行订单将使其面临相关出口管制法律、法规下的责任风险，则许可方将获豁免履行本订单项下的所有义务。

18. Other Policies
其他政策

The Licensee acknowledges that it fully understands the importance and the relevant requirements of compliance. The Licensee undertake to comply with Licensor's Trust Charter and Anticorruption policy at all times. Details are in the below link: RIB TrustCharter | RIB 集团广州拓欧 (rib-software.com.cn)
被许可方承认其完全理解合规的重要性和相关要求。被许可方承诺始终遵守施许可方的的诚信宪章和反腐败政策。具体规定在以下链接：RIB TrustCharter | RIB 集团广州拓欧 (rib-software.com.cn)

19. Governing Law
适用法律

This Agreement shall be construed in accordance with and governed by the law of People's Republic of China and each party agrees to submit to the People's Court of the Licensor's location. Headings have been included for convenience only and shall not be used in construing any provision in this Agreement.
本协议适用中华人民共和国法律。双方均有权向许可方所在地人民法院提起诉讼。本协议中的标题只是为了方便起见，不得用于解释本协议的任何条款。

THE LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THE ENTIRE AGREEMENT, UNDERSTAND IT, ACKNOWLEDGE LICENSEE IS BOUND BY IT AND AGREE TO FULLY COMPLY WITH ALL OF ITS TERMS AND CONDITIONS.
被许可方承认已阅读且理解本协议，并已知悉被许可方受协议中的条款条件约束，同意完全遵守本协议中所有条款条件。