This End User License Agreement ("**EULA**") is by and between **Open Text Software Technology (Shanghai) Co Ltd** ("**OT**") and you (either as an individual, a single corporation, or other single legal entity that purchases the applicable Software) ("**Licensee**") and is effective on the date of the applicable Transaction Document, as defined below ("**Effective Date**").

OT and Licensee agree as follows:

1.0 Definitions

"Affiliate" means any entity controlled by, controlling, or under common control with a party to this EULA. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under this EULA;

"Claim" means claims, suits, actions or proceedings brought against Licensee in a court of competent jurisdiction in a Covered Country by a third party which allege an infringement of the third party's patent, copyright, or trade secret rights existing under the laws of the Covered Country;

"Confidential Information" means information, whether or not in physical form, all oral communications, documents and other information, disclosed by a party to the other which: (a) is by its nature or circumstances surrounding its disclosure is, or could reasonably be expected to be regarded as, confidential to the disclosing Party; (b) is marked or otherwise designated "confidential" by the disclosing Party; or (c) the disclosing Party informs the receiving Party is confidential or a trade secret;

"Covered Countries" means each contracting party to The Patent Cooperation Treaty (currently published at http://www.wipo.int/pct/en/) and "**Covered Country**" means one of them;

"Documentation" means user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Software, made generally available by OT;

"Fees" means Licensee Fees and/or Maintenance Fees, as applicable;

"License Documents" means this EULA including any addenda, the License Model Schedule, all Transaction Documents (including pricing information), Documentation, the document entitled Third Party Notifications (as applicable) available at www.opentext.com/agreements, and any other documents provided by OT setting out permitted uses of the Software;

"License Fees" means all non-refundable fees payable by Licensee to OT with respect to the granting of Software Licenses;

"License Model" means the description of the conditions, limitations and restrictions associated with the Software License which govern the use of the Software, as set out in the applicable License Model Schedule;

"License Model Schedule" for each individual Software License means the version of the document(s) entitled "License Model Schedule" applicable to the licensed Software posted at http://www.opentext.com/agreements in effect on the date of the applicable Transaction Document;

"Physical Media" means the physical media or hardware containing or enabling Software;

"**Personal Information**" refers to information or data about an individual who can be identified from that (a) information or data; or (b) data and other information to which an organization has or is likely to have access.

"Reseller means an authorized OT reseller;

本《最终用户许可协议》（"**本协议**"）的订立双方为启信软件科技（上海）有限公司（"**OT**"）和被许可方（"**被许可方**"）。本协议自适用的交易文件（定义如下）之签字日期（"**生效日**"）起生效。

OT 和被许可方特此同意如下条款和条件：

1.0　　定义

"**附属公司**"指由本协议任何一方控制，或控制本协议任何一方，或与本协议任何一方被共同控制的任何实体。控制是通过直接或间接拥有对象实体的大多数已发行权益资本和有投票权的权益来实现。如果某一实体不再满足这些标准，则该实体将不再是本协议下的附属公司；

"**索赔**"指由第三方根据协议所涉国家的法律就被许可方侵犯其专利、版权或商业秘密权利向该国具有合法管辖权的法庭提起指控的索赔、起诉、诉讼或诉讼程序；

"**保密信息**"指由一方向另一方披露的所有口头沟通、文件和其他无论是否存在物理形态的信息：（1）根据信息本身的性质或披露时的情况为或在合理预期下可以被认为对于披露方是保密的信息；（2）披露方标记或以其他方式指明为"保密"的信息；或（3）披露方告知接收方为保密的或为商业秘密的信息；

"**覆盖国家**"指《专利合作条约》（目前公布于网站：http://www.wipo.int/pct/en/ ）的缔约方；

"**文档**"指于适用软件交付之日生效的随附用户指南、操作手册和发行说明；这些文件通常由 OT 提供；

"**费用**"指许可费和/或维护费，视情况而定；

"**许可授权文件**"指本协议（包括任何补遗）、许可模式一览表、所有交易文件（包括定价信息）、软件随附文档、题为《第三方通知》（若适用）并可从 www.opentext.com/agreements 下载的文件，以及由 OT 提供并对所涉软件获准用途作出规定的任何其他文件；

"**许可费**"指被许可方应支付给 OT 的、与软件许可证授予相关的、不可退还的全部费用；

"**许可模式**"指许可模式一览表所列明的与软件许可证相关的条件和限制之描述，所涉软件的使用必须严格遵守该等条件和限制；

"**许可模式一览表**"：对每个单独的软件许可证而言，许可模式一览表是指公布于网址 www.opentext.com/agreements、题为《许可模式一览表》适用于被许可软件的在交易文件日期有效的文件版本；

"**物理介质**"指含有所涉软件或能够启用所涉软件的物理介质或硬件；

"Software" means the software products, Documentation, and Support Software licensed to Licensee under this EULA, including all copies made by Licensee and may, where the meaning so implies, refer to all of the Software or portions thereof;

"Software License" means a license for the Software granted under this EULA to the Licensee;

"Maintenance Fees" means the non-refundable fees payable annually by Licensee to OT for Support Services;

"Support Handbook" means the then current version of the software maintenance program handbook published at www.opentext.com/agreements;

"Support Services" means the software maintenance and support services described in the Support Handbook;

"Support Services Term" means each twelve (12) month period beginning on the date the Software is delivered by OT to Licensee (which may be accomplished by making the Software available by electronic download) or the anniversary thereof.

"Support Software" means all maintenance and support software, updates, upgrades, patches, fixes, modifications, ported versions, or new versions of the Software provided to Licensee as part of Support Services, together with all related Documentation provided to Licensee pursuant to such program;

"Taxes" means the sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of granting of licenses and delivery of Software or the delivery of Support Services, under this EULA, except taxes imposed on OT's income;

"Third Party Software" means software products owned and licensed directly by third parties to the Licensee;

"Transaction Document" includes: a) a written order schedule signed by both parties which references this EULA, b) a quotation issued by OT and signed by the Licensee, c) an invoice issued by OT, d) a renewal notice issued by OT or an Affiliate for Support Services, or e) any other document that references this EULA and is agreed to by OT in writing. If and to the extent of any inconsistency between two or more Transaction Documents, the priority of the Transaction Documents will be interpreted in the order listed above. All Transaction Documents are governed by this EULA.

2.0 Ownership of the Software

2.1 Ownership. None of the Software is being sold. All ownership, intellectual property, and other rights and interests in the Software remain solely with Open Text Corporation, its Affiliates or its licensors. The source code of the Software is a trade secret of Open Text Corporation, its Affiliates or its licensors, and is their confidential information.

3.0 License Grant

3.1 Grant of License. Except as otherwise stated in the License Documents and subject to Licensee's payment of the License Fees and Taxes in full, OT grants to Licensee a non-transferable (save as provided herein), worldwide, nonexclusive, perpetual (unless stated to be a time limited term), internal business use license (unless otherwise stated in the License Model Schedule) to download, install and execute the Software identified in the applicable Transaction Document in object code only, subject to the License Models, restrictions, quantities, conditions, and limitations stated in the License Documents. OT reserves all rights not expressly granted to Licensee in a written document signed by both parties.

"**个人信息**"指可以从（1）信息或数据；或（2）组织拥有或可能有权访问的数据和其他信息中识别出个人的信息或数据。

"**经销商**"指 OT 的授权经销商；

"**软件**"指软件产品、软件随附文档和根据本协议准予被许可方使用的支持软件，包括被许可方复制的所有副本，且暗指该软件的全部或任一部分；

"**软件许可证**"指根据本协议向被许可方授予的软件许可证；

"**维护费**"指就支持服务，由被许可方每年向 OT 支付的不可退换的费用；

"**支持手册**"指公布于网址

www.opentext.com/agreements，届时最新版本的软件维护程序手册；

"**支持服务**"指支持手册中记载的软件维护和支持服务；

"**支持服务期**"指自 OT 将软件交付被许可方之日（交付时可能软件可以通过电子下载）起的每十二（12）个月期间或下一年度的该日。

"**支持软件**"指根作为支持服务的一部分向被许可方提供的所涉软件之所有维护和支持软件及其更新、升级、补丁、修复、修正、移植或新版本，以及根据该等计划提供给被许可方的所有相关随附文档；

"**税费**"指相关政府机构因本协议下的许可授予和软件交付或提供支持服务而征收的销售税、使用税、消费税、商品和服务税以及增值税，不包括对 OT 征收的企业所得税；

"**第三方软件**"指由第三方拥有并直接向被许可方授予许可的软件产品；

"**交易文件**"包括：a）涉及本协议并经双方签署的书面订单计划表；b）由 OT 出具并由被许可方签署的报价；c）由 OT 出具的发票；d）由 OT 或其附属公司出具的关于支持服务的更新通知；或 e）涉及本协议并经 OT 书面同意的任何其他文件。如果两份或两份以上的交易文件之间存在任何不一致，交易文件的优先顺序应以上述顺序为准。所有交易文件都应遵守本协议的规定。

2.0 软件所有权

2.1 所有权。软件不被出售。所涉软件的所有所有权、知识产权和其他权益都属于 Open Text Corporation 及其附属公司或许可方。所涉软件的源代码是 Open Text Corporation 及其附属公司或许可方的商业秘密和机密信息。

3.0 许可授予

3.1 授予许可证。除非许可授权文件另行说明，否则在被许可方完全支付许可费及税费后，OT 应向被许可方授予不可转让的（除非另有约定）、全球性、非独占的永久（除非另行说明期限）内部业务使用许可（除非《许可模式一览表》中另有说明），准予根据许可授权文件中所述的许可模式、限制、数量、条件来下载、安装和执行适用交易文件中以目标代码列明的软件。OT 保留所有未经双方签署书面文件明确授予被许可方的权利。

3.2   Applicable License Models.   The License Model and any restrictions for the Software will be stated in the Transaction Document. If no License Model or restrictions are specified in the Transaction Document, the License Model (and any capacities) for which OT has been paid License Fees will apply.

3.3   Allocation of Licenses to Affiliates.   Unless prohibited under the applicable License Document, the Licensee may allocate Software Licenses to its Affiliates, provided: (a) the Licensee remains responsible for the Affiliate's compliance with the License Documents; and (b) the Licensee is liable for any breach of the License Documents by an Affiliate.

4.0   Authorized Copies
4.1   Software and Documentation. Licensee may make as many copies of the Software necessary for it to use the Software as licensed. Each copy of the Software made by Licensee must contain the same copyright and other notices that appear on the original copy. Licensee will not modify the Documentation. Documentation may: (a) only be used to support Licensee's use of the Software; (b) not be republished or redistributed to any unauthorized third party; and (c) not be distributed or used to conduct training for which Licensee, or any other party, receives a fee. Licensee will not copy any system schema reference document related to the Software.

5.0   Restrictions
5.1   General Restrictions. Except as provided in the License Documents, Licensee will not and will not permit any other party to: (a) assign, transfer, give, distribute, reproduce, transmit, sell, lease, license, sublicense, publicly display or perform, redistribute or encumber the Software by any means to any party; (b) rent, loan or use the Software for service bureau or time-sharing purposes, or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device, or in any other way allow third parties to access, use, and/or exploit the Software; (c) use the Software, in whole or in part, to create a competitive offering; (d) charge a fee to any party for access to or use of the Software; (e) use the Software in a manner inconsistent with the License Documents.

5.2   Further Restrictions. Licensee will not disclose results of any benchmark or other performance, evaluation, or test run on or related to the Software. Licensee acknowledges that the Software is not fault-tolerant and not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance and consequently will not use the Software for (w) the on-line control of aircraft, air traffic, aircraft navigation, or aircraft communications; (x) in the design, construction, operation or maintenance of any nuclear facility; (y) medical or surgical applications; or (z) any other application in which failure could cause personal injury or death. Except as expressly permitted under applicable law, Licensee will not modify, adapt, translate, reverse engineer, decompile, disassemble, decrypt, port, emulate the functionality, reverse compile, reverse assemble, or otherwise reduce or attempt to discover any source code or underlying structures, ideas, or algorithms of the Software or any confidential information or trade secret.

5.3   Derivative Works / Improvements. Licensee is prohibited from using the Software to create any change, translation, adaptation, arrangement, addition, modification, extension, upgrade, update, improvement, (including patentable improvements), new version, or other derivative work of or to the Software. Notwithstanding the foregoing, if any of the Software is provided to the Licensee in source code

3.2   **适用的许可模式**。许可模式和对软件的任何限制都将在交易文件中予以说明。如果交易文件中未说明许可模式或对软件的限制，则已向 OT 支付许可费的许可模式（以及任何容量）将适用。

3.3   **将许可证分配给附属公司**。除非被适用许可授权文件禁止，被许可方可在下述条件下将所涉软件分配给其附属公司：（a）被许可方确保其附属公司遵守许可授权文件；及（b）如果附属公司出现任何违反许可授权文件的行为，被许可方为其承担法律责任。

4.0   授权复制
4.1   **软件和随附文档**。被许可方可根据许可证为其使用所涉软件复制必要数量的副本。被许可方复制的每份软件副本都必须包含与软件正本相同的版权说明和其他通知。被许可方不得修改随附文档。软件随附文档：（a）应仅用于为被许可方的软件使用提供支持；（b）不得向任何未经授权的第三方再版或再分发；及（c）不得在被许可方或任何其他方收取费用的情况下被分发或用于培训。被许可方不得复制与软件相关的任何系统方案参考文件。

5.0   限制条件
5.1   **一般限制**。除非许可授权文件另行规定，否则被许可方不可以，也不得允许任何其他方：（a）以任何方式向任何方出让、转让、给予、分销、复制、传播、销售、租赁、许可、再许可、公开展示或演示、再分发或妨害所涉软件；（b）为某服务机构或出于分时目的的租用、出租或使用所涉软件，或许可任何个人或实体创建所涉软件的互联网链接或"框定"、"镜像"所涉软件到任何服务器、无线或互联网部件，或以任何其他方式允许第三方访问、使用和/或利用软件；（c）使用全部或部分所涉软件来进行具有市场竞争性的提供；（d）向任何方收取访问或使用所涉软件的费用，或（e）以与许可授权文件不符的方式使用软件。

5.2   **进一步限制**。被许可方不得向任何其他方披露运行于所涉软件中或与所涉软件相关的任何基准程序或其他运行、评估或测试结果。被许可方知悉，所涉软件非容错软件，且并非为需要自动防故障性能的危险环境中的在线控制设备而设计、制造、或意图使用或转售的，因此其不得将软件用于：（w）飞机在线控制、空中交通管制、航空导航或航空通讯；（x）任何核设施的设计、建造、运营或维护；（y）医疗或手术应用；或（z）任何其他可能因故障导致人身伤害或死亡的应用。除非适用法律明确允许，被许可方不得修改、改编、翻译、反向工程、反编译、反汇编、解密、端口、仿真、反向编译、反向组装，或者，减少或试图以任何方式发掘所涉软件的源代码、未公开的结构、想法或算法或其它任何机密信息或商业秘密。

5.3   **衍生产品／改进**。被许可方不得通过使用所涉软件而更改、翻译、采用、安排、添加、修正、扩展、升级、更新或改进（包括专利性改进）所涉软件，或制作任何新版本或任何其他衍生产品。尽管有前述规定，如果任何软件被以源代码格

format (or any other format that can be modified), the Licensee may modify such portion of the Software for the sole purpose of using the Software in accordance with this EULA and OT will solely own all modified portions and Licensee will irrevocably assign to OT in perpetuity all worldwide intellectual property and any other proprietary rights in and to any modifications of the Software.

5.4 Interfacing and Interactive Software. Licensee may not permit any software products not licensed by OT to interface or interact with the Software, unless accomplished through the use of application program interfaces provided by OT.

6.0 Ordering Software Licenses

6.1 Direct Orders. If Licensee orders Software directly from OT, the Software must be identified on a Transaction Document acceptable to OT.

6.2 Orders through an OT Reseller. Software Licenses ordered through a Reseller are governed by the license grant set out in this EULA and the License Model description set out in the License Model Schedule. The License Model will be stated in an order document between Licensee and Reseller. If Reseller does not notify Licensee of the correct License Model, then the License Model for which OT has been paid License Fees will apply.

6.3 Risk of Loss and Shipping Terms. The Software is deemed delivered on the earlier of (a) when it is made available by OT for electronic download, or (b) when OT delivers the Software on Physical Media. Title to the Physical Media and all risk of loss for the Physical Media will pass to Licensee when delivered by OT to the shipping dock of the OT shipping facility.

6.4 Invoicing and Payment. OT may invoice Licensee for Fees and Taxes upon delivery of Software and annually in advance for the applicable Support Services Term. All Fees and Taxes due to OT by Licensee are due and payable upon Licensee's receipt of an invoice from OT. Fees do not include Taxes which are the responsibility of Licensee. If OT is obligated to pay Taxes on behalf of Licensee, Licensee will reimburse OT in full promptly following receipt of OT's invoice. OT will issue a tax invoice where required by applicable law} All Fees and Taxes due to OT under this EULA are payable in the currency specified in the Transaction Document. All Fees and Taxes due to OT which are not paid in full within 30 days following its due date will bear interest at a rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less, on the unpaid portion until fully paid. This subsection does not apply if Software is purchased through an OT Reseller.

6.5 Over Usage. OT may invoice Licensee for Fees and Taxes payable by Licensee due to use of or authorization to access the Software in excess of the number or type of Software Licenses granted by OT.

6.6 Licensee Affiliate Orders. Licensee's Affiliates that order Software Licenses are bound by the terms and conditions of this EULA as if it were the Licensee. Licensee and its Affiliates are jointly and severally liable to OT for any breach of this EULA.

6.7 OT Affiliate Orders. OT Affiliates may fulfill orders pursuant to a Transaction Document in which case the OT Affiliate is bound by all of the terms and conditions of this EULA as if it were OT.

6.8 Withholding Tax. Licensee is responsible for paying the full Fees to OT without any setoff or deduction. Should OT or Licensee be obligated by law to deduct and withhold any amounts ("**Withholding Tax**") from any payment or payments otherwise due and payable to the other party to this EULA and remit such Withholding Tax to any government, government department, body, or agency ("**Government**"), such remitting party may do so and shall be deemed to have paid to the other party to this EULA, for all purposes associated

式（或任何其他可修改格式）提供给被许可方，则被许可方可修改软件的该等部分，但应以根据本协议使用所涉软件为唯一目的，且上述经修改部分之所有权仅为 OT 所有，被许可方将不可撤销地向 OT 永久转让关于上述经修改部分的全球范围内知识产权及其他财产权。

5.4 接口软件和交互式软件。被许可方不得允许未经 OT 许可的软件产品与所涉软件接口或交互，除非该软件产品是使用由 OT 提供的应用程序接口所完成的。

6.0 订购软件许可证

6.1 直接订购。如果被许可方直接向 OT 订购软件，该软件必须在 OT 可接受的交易文件中指明。

6.2 通过 OT 经销商订购。通过经销商订购软件许可证应依照和遵循本协议的许可授予条款和许可模式一览表中的许可模式说明。被许可方与经销商达成的订单文件将列明许可模式。如果经销商未向被许可方告知正确的许可模式，则已向 OT 支付许可费的许可模式将适用。

6.3 损失风险和运输条款。OT 应被视为已于下述两项中较早的日期交付软件：（a）OT 提供相关电子版下载链接；或（b）OT 通过物理介质提供软件。物理介质的所有权和物理介质可能遭受的所有损失风险将在由 OT 将其运抵 OT 航运设施的货运码头时被移交给被许可方。

6.4 发票和付款。OT 可在交付软件时以及在每一适用的支持服务期之前向被许可方开具费用及税费发票。被许可方应在收到 OT 的发票后向 OT 支付所有应付费用和税费。费用不包括应由被许可方负责的税费。如果 OT 有义务代表被许可方支付税费，被许可方应在收到 OT 的发票后立即向 OT 全额偿付。在相关法律要求的情况下，OT 将开具税务发票。被许可方应以交易文件中指明的货币向 OT 支付所有根据本协议应付的费用和税费。未在到期日后三十（30）天内向 OT 全额支付的所有费用和税费将按月利率 1.5%（年利率 18%）或法律允许的最高金额（如果此金额与按利金额相比较低）收取利息，直至全额缴足。如果通过 OT 经销商订购软件，则本条款不适用。

6.5 超限使用。如果被许可方在使用或授权访问软件时超出了 OT 授权许可的数量或类型，OT 可向被许可方开具此超限的费用及税费的发票。

6.6 被许可方附属公司订单。订购软件许可证的被许可方附属公司应严格遵守本协议的条款和条件，其责任和义务与被许可方本身完全相同。被许可方及其附属公司均须为任何违反本协议的行为向 OT 承担其各自及共同责任。

6.7 OT 附属公司订单。OT 的附属公司可根据交易文件完成订单。在此情况下，OT 的附属公司应严格遵守本协议的条款和条件，其责任和义务与 OT 本身完全相同。

6.8 预提税。被许可方有义务向 OT 全额支付费用，不得有任何抵销或扣减。若根据相关法律 OT 或被许可方被要求就其根据本协议应向对方支付的到期应付费用应当扣减或预提任何金额（"**预提税**"），并且将预提税向任何政府、政府部

with this EULA, each such payment made or remitted to such Government. Each remitting party shall provide sufficient documentation to the other party to demonstrate proof of payment of such Withholding Tax.

7.0 OT Support and Maintenance.
7.1 OT Support and Maintenance Program. All Support Software and Support Services provided to Licensee are governed by this EULA and the then-current version of the applicable Support Handbook.

7.2 Support Services Exclusions. OT shall have no responsibility to provide Support Services to Licensee with respect to any problem with the Software caused by: (a) any software, device, or other product not supplied by OT; (b) neglect, misuse, alteration, or modification, to the Software other than by OT; (c) use of the Software for a purpose other than the purpose for which it was designed; (d) use of the Software on a computer platform other than the platform authorized by OT (which may be specified in the Documentation accompanying the Software); or (e) failure of Licensee to install any Support Software provided by OT.

8.0 Audits and Noncompliance.
8.1 Audit. During the term of this EULA and for 24 months after, Licensee will maintain electronic and other records sufficient for OT to confirm that Licensee has complied with this EULA. Licensee will promptly and accurately complete and return (no more than 30 days) any self-audit questionnaires, along with a certification by an authorized representative of Licensee confirming that Licensee's responses to the questionnaire accurately and fully reflect Licensee's usage of the Software. Furthermore OT may once per year audit Licensee's records and computer systems (including servers, databases, and all other applicable software and hardware) to ensure Licensee has complied with this EULA. Licensee shall cooperate with OT's audit team and promptly and accurately respond to, database queries, location information, system reports, and other reports requested by OT and provide a certification by an authorized representative of Licensee confirming that information provided by Licensee accurately reflects Licensee's usage of the Software

8.2 Conduct. Audits will be conducted during regular business hours and will not interfere unreasonably with Licensee's business. OT will provide Licensee prior notice of each audit. Such audit shall be scheduled as soon as reasonably possible but in no event more than 7 days subsequent to the notice. Licensee will allow OT to make copies of relevant Licensee records. OT will comply with all applicable data protection regulations.

8.3 Noncompliance. If Licensee is not in compliance with the Software Licenses, Licensee will be deemed to have acquired additional Software Licenses at OT's then-current list price to bring Licensee into compliance, and Licensee must immediately pay: (a) the applicable License Fees and Taxes, and (b) Maintenance Fees for: (i) the period Licensee was not in compliance with the Software License; and (ii) the first year Maintenance Fees on any additional Software Licenses. If Licensee has failed to comply with the License Documents, Licensee will reimburse all reasonable costs incurred by OT in performing the audit. Compliance with the License Documents is the sole responsibility of Licensee.

9.0 Limited Warranties
9.1 Limited Warranty. OT warrants to Licensee that: (a) Software will be free of all known viruses at the time of first delivery; and (b) Software will perform substantially in accordance with its accompanying Documentation for 60 days from the date of first delivery; and (c) Support Services will be

门、机构或机关（**"政府"**）支付的，为本协议之目的，该被要求支付方可以进行支付，并且应当认为该等金额已向本协议的另一方支付。被要求支付方应向对方提供足够的文件以证明该等预提税已予以支付。

7.0 OT 技术支持与维护。
7.1 OT 技术支持与维护计划。提供给被许可方的所有支持软件和支持服务应遵循本协议的条款和条件以及届时最新适用的支持手册。

7.2 支持服务例外。对于因下列情形产生的问题，OT 没有责任向被许可方提供支持服务：（1）因非 OT 提供的软件、设备或其他产品造成的；（2）非因 OT 原因对软件的疏忽、误用、变更或修改造成的；（3）将软件用于其设计目的之外的目的而造成的；（4）将软件用于 OT 授权平台之外的计算机平台（软件附带的文档中可能会指明）；或（5）被许可方未安装 OT 提供的支持软件。

8.0 审计和违约行为。
8.1 审计。在本协议的有效期及其后的 24 个月内，被许可方应为 OT 保留足够的电子记录和其他记录，以便审核其是否遵守本协议条款的规定。被许可方应及时并准确地完成并递交（不超过 30 天）任何自我审计问卷，以及由其授权代表开具的证明，证实被许可方对问卷的答复准确且完全反映了被许可方对软件的使用情况。此外，OT 可每年对被许可方的记录和计算机系统（包括服务器、数据库和所有其他适用软硬件）进行一次审计，确保被许可方遵守本协议条款的规定。被许可方应与 OT 的审计团队合作，及时并准确地对数据库查询、位置信息、系统报告和 OT 要求的其他报告作出回应，并提供由其授权代表开具的证明，证实被许可方提供的信息准确地反映了被许可方对软件的使用情况。

8.2 实施。审计将在标准工作时间进行，且不会无理干扰被许可方的业务。每次实施审计时，OT 将提前通知被许可方。每次审计应尽快且不晚于通知之日起 7 天内予以安排。被许可方应允许 OT 复制其相关记录。OT 将遵守所有适用的数据保护规范。

8.3 违约行为。如果被许可方不遵守软件许可证，被许可方将被视为已按 OT 当时的标价购得额外的软件许可证，以使其使用情况合规，而被许可方必须立即支付：（a）适用的许可费及税费；及（b）维护费，包括（i）在被许可方未遵守软件许可证期间产生的维护和技术支持费用；及（ii）任何额外的软件许可证的第一年维护费。如果被许可方未能遵守许可授权文件，被许可方应向 OT 偿付由审计产生的一切合理费用。遵守许可授权文件是被许可方的单方责任。

9.0 有限担保
9.1 有限担保。OT向被许可方担保：（a）软件在首次交付时不包含任何已知病毒；及（b）软件自首次交付日起六十（60）天内，其运行情况基本符合随附文档的描述；及（c）

delivered with reasonable skill and care. OT's entire liability, and Licensee's sole remedy, for each breach by OT of the warranty in: (i) clause (a) is limited to requiring OT to deliver a replacement copy of the Software to Licensee free of known viruses; and (ii) clause (b) is limited to requiring OT to correct or work around the portion of the Software giving rise to such breach within a commercially reasonable time, failing which, in the case of the initially-delivered Software, OT will refund all License Fees attributable to the portion of the Software giving rise to the breach; and (iii) clause (c) is for OT to re-perform the applicable Support Services.

9.2   Warranty Exclusions. The warranties do not apply to any breach caused by: (a) any change to the Software, except where the changes were made by OT through Support Software; (b) Licensee's failure to provide a suitable installation or operating environment for the Software; (c) use of the Software on or caused by software, firmware, computer systems, data, technology or a hardware platform not approved by OT in writing; (d) any telecommunications medium used by Licensee; (e) failure of Licensee or user to comply with the Documentation; or (f) failure of Licensee to report a warranty claim within the warranty period. OT does not warrant that the Software is error-free or will operate without interruption.

9.3.   WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS SECTION, OT AND OT'S LICENSORS MAKE NO REPRESENTATIONS AND DISCLAIM ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES AND CONDITIONS, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ADEQUACY OF THE SOFTWARE TO PRODUCE A PARTICULAR RESULT.

9.4   Inability to Exclude Warranties. If a jurisdiction applicable to this EULA restricts the exclusion of certain implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of incidental, consequential, or special damages: (a) each warranty which cannot be excluded is limited in time to 60 days from the date of first delivery of the Software; and (b) OT's total liability to Licensee for breach of all such warranties are limited to the amount stated in the Limitation of Liability section.

10.0   OT Infringement Indemnity

10.1   Infringement Claims. OT will defend Licensee from any Claim, to the extent the Claim arises solely as a result of Licensee's use of the Software in accordance with the License Documents. This defense will not apply to a Claim to the extent caused by: (a) Licensee's failure to incorporate a Software update or upgrade that would have avoided the alleged infringement; (b) the modification of the Software by any party other than OT; (c) the combination or use of the Software with software, hardware, firmware, data, or technology not licensed to Licensee by OT or approved by OT in writing; or (d) unlicensed activities of the Licensee. As to any such cause, OT assumes no liability for infringement and Licensee will hold OT harmless against any infringement claims arising therefrom.

10.2   Exclusions. OT's obligations in this section are conditioned upon: (a) Licensee notifying OT in writing within 10 days of Licensee becoming aware of a Claim; (b) Licensee not making an admission against OT's interests unless made pursuant to a judicial request or order; (c) Licensee not agreeing to any settlement of any Claim without the prior written consent of OT; and (d) Licensee, at the request of OT, providing all reasonable assistance to OT in connection with the defense, litigation, and settlement by OT of the Claim; and

---

将以合理的技能和注意提供支持服务。如果OT违反上述条款（ａ），其所需承担的全部责任及被许可方获得的唯一救济将限于要求OT向被许可方交付不包含任何已知病毒的软件替换副本；如果OT违反上述条款（ｂ），其所需承担的全部责任及被许可方所获得的唯一救济将限于在商业意义上合理的时间内纠正或解决软件中导致违约行为的部分。对于首次交付的软件，如果未能在合理的时间内纠正或解决，OT应退还软件该违约部分相关的所有许可费；如果OT违反上述条款（ｃ），其所需承担的全部责任及被许可方获得的唯一救济将限于要求OT重新提供适用的支持服务。

9.2   担保排除。上述有限担保不适用于任何由下述情况引起的违约行为：（ａ）对软件的任何更改，除非此等更改是由 OT 通过支持软件进行的；（ｂ）被许可方未能为软件提供合适的安装或操作环境；（ｃ）被许可方将软件用于未经 OT 书面批准的软件、固件、计算机系统、数据、技术或硬件平台，或由未经 OT 书面批准的软件、固件、计算机系统、数据、技术或硬件平台所造成的软件使用；（ｄ）被许可方使用的任何通信介质；（ｅ）被许可方或用户未能遵照随附文档使用软件；或（ｆ）被许可方未能在保修期内报告保修申请。OT 不保证软件没有错误或运行不会出现中断。

9.3   免责声明。除本条款项下明确的有限担保外，**OT 及 OT 的许可方均未做任何陈述，且不承认任何及所有明示或默示的担保或法定担保和条件，无论是以书面还是口头形式，包括但不限于下述任何默示担保或条件：适销性、特定用途适用性、不侵权的担保以及软件是否足以产生某特定结果。**

9.4   无法排除担保。如果适用于本协议的某司法管辖区不允许排除特定默示担保、对默示担保的期限限制，或不允许排除或限制偶然、附带或特殊损害：（ａ）对于不可排除的担保，其期限应为软件首次交付后的六十（60）天；及（ｂ）OT 因违反任何该等担保而须向被许可方承担的全部责任将限于本协议责任限额条款中的规定。

10.0   OT 损害赔偿

10.1   损害索赔。如果被许可方因依照许可授权文件使用软件而遭任何索赔，OT 将为被许可方抗辩索赔。但前述抗辩不适用于下述原因产生的索赔：（ａ）被许可方未能执行软件更新或升级，而此更新或升级可使被许可方避免涉嫌侵权行为；（ｂ）除 OT 以外的任何其他方对软件进行了修改；或（ｃ）被许可方将软件与非 OT 向其许可或未经 OT 书面批准的软件、硬件、固件、数据或技术结合，或与之共同使用; 或 (d)被许可方未经许可的行动。在前述情况下，OT 对于侵权行为不承担任何责任，被许可方应确保 OT 免受由此产生的任何侵权索赔。

10.2   排除条款。OT 将履行其在本条款项下的义务，前提为：（ａ）被许可方在知晓某项索赔后的十（10）天内向 OT 发出书面通知；（ｂ）被许可方没有做出与 OT 利益相悖的供认，除非是基于司法机关的命令或要求；（ｃ）被许可方没有在未经 OT 事先书面同意的情况下同意就任何索赔达成和解；

(e) OT having sole control over the selection and retainer of legal counsel, and over the litigation or the settlement of each Claim. OT will indemnify Licensee from any judgment finally awarded or any final settlement in connection with any Claims, provided all the conditions of this section are satisfied.

10.3 Licensee's Continued Use. If the Software becomes the subject of a Claim, OT will, in its absolute discretion, either (a) obtain a license for Licensee to continue using the Software, (b) replace or modify the Software without unreasonable degradation in functionality or (c) terminate the Software License to the infringing portion of the Software and refund the unamortized portion of the License Fees received by OT and attributable to the infringing portion of the Software, based on a 3 year straight line amortization. OT's entire liability and Licensee's sole and exclusive remedy with respect to any Claims are limited to the remedies set out in the OT Infringement Indemnity section.

11.0 Limitation of Liability

11.1 EXCLUSION OF DAMAGES. SUBJECT TO SUBSECTION 11.4 BUT NOTWITHSTANDING ANY BREACH BY OT (INCLUDING FUNDAMENTAL BREACH) OR TERMINATION OF THIS EULA, OT IS NOT LIABLE TO LICENSEE OR TO ANY OTHER PARTY FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST OR CORRUPTED DATA, OR REPROCUREMENT AMOUNT.

11.2 LIMITATION OF LIABILITY. SUBJECT TO SUBSECTION 11.4, OT'S AGGREGATE LIABILITY TO LICENSEE WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO OT UNDER THE RELEVANT TRANSACTION DOCUMENT. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS EULA WITHOUT THIS SECTION.

11.3 DISCLAIMER. THE LIMITATIONS IN THIS SECTION APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, EQUITY, AT LAW, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF OT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF LICENSEE'S REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. IF THE APPLICATION OF THIS SECTION IS LIMITED BY LAW OT'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

11.4 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUD OR DECEIT; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

12.0 Termination

12.1 Termination for Default. Either party may terminate this EULA if the other party: (a) becomes insolvent; or (b) has a receiver or receiver manager appointed with respect to it or any of its assets. Without prejudice to each right or remedy of a non-breaching party, either party may terminate this EULA for material breach by written notice, effective 10 days after notice unless the other party first cures the breach.

（d）被许可方应 OT 的要求，在 OT 就索赔进行抗辩、提起诉讼或达成和解的过程中向 OT 提供合理的帮助；和（e）对于选择或雇佣法律顾问，或就某项索赔是否提起诉讼或达成和解，OT 拥有唯一的控制权。OT 应使被许可方免受任何索赔的最后判决或最终和解的损害，其前提是本条款项下的所有条件都已得到满足。

10.3 被许可方续用软件。如果软件成为某项索赔的标的，OT 可自行决定采取下述任一措施：（a）为被许可方获得继续使用软件的许可；（b）在不造成软件功能不合理退化的前提下替换或修改软件；或（c）终止关于所涉软件侵权部分的软件许可，并退还软件侵权部分相关许可费已被收取的未摊销部分，退款金额按 3 年直线摊销法计算。对于任何索赔，OT 应承担的全部责任及被许可方所获得的唯一排他救济将限于 OT 损害赔偿条款中规定的救济。

11.0 责任限额

11.1 损害赔偿排除条款。受限于第 11.4 条，无论 OT 是否存在任何违约行为（包括重大违约行为），或本协议是否终止，OT 都无须对被许可方或任何其他方的以下损害承担责任：（a）任何间接、偶发、特殊、继发、加重、惩戒性或惩罚性的损害；或（b）任何销售损失、收入损失、利润损失、数据丢失或损坏及任何因重新采购而发生的费用。

11.2 责任限额。受限于第 11.4 条，OT 对被许可方的赔偿责任总额不得超过被许可方依照相关交易文件向 OT 支付的许可费总额。如无本条款，双方不会签订本协议。

11.3 免责声明。本条款的限制条件在下述情况下适用：（A）疏忽责任；（B）无论何种诉讼方式，是基于合同还是基于侵权行为或权益或法律或严格的产品责任或其它原因；（C）即使 OT 已被提前告知存在相关损害的可能性，或此损失是可预见的；以及（D）即使被许可方所获的救济未能起到基本作用。如果本条款的适用性受到了法律限制，则 OT 的责任应仅限于法律允许的范围内。

11.4 本协议中的任何内容均不排除或限制任何一方的下列责任：(1) 由疏忽引起的死亡或人身伤害；（2）欺诈或诈骗；或（3）根据适用法律不能排除的任何其他责任。

12.0 终止

12.1 因违约终止。如果任何一方出现下述情况，另一方可终止本协议：（a）无力偿债；或（b）实体或其任何资产被管理人或由管理人任命的经理接管。在不损害非违约方所有权利或救济的前提下，如出现严重违约，任何一方可经书面通知终止本协议，协议终止在发出通知的十（10）天后生效，除非另一方在此日期之前已纠正违约行为。

12.2 Effect of Termination or Expiration. Upon any termination of this EULA, or license granted pursuant to this EULA, or upon expiration of a term license: (a) all Software Licenses will immediately terminate; (b) Licensee will immediately cease all use of the Software; and (c) Licensee must either deliver to OT or destroy all copies of Software, Documentation, and OT confidential information in Licensee's possession or control. Within 15 days after termination, an authorized representative of Licensee must certify in writing that all copies have been delivered to OT or destroyed. Any terms in this EULA which by their nature extend beyond termination or expiration of this EULA will remain in effect until fulfilled.

12.3 Termination or suspension of Support Services. Without limiting OT's rights under clause 12.1, OT may, in its sole discretion, terminate or suspend Support Services if Licensee fails to remedy a material breach within thirty (30) days of notice by OT, including failure to pay an invoice.

13.0 Miscellaneous

13.1 Confidentiality. Each party (a "**Disclosing Party**") may disclose to the other party (a "**Receiving Party**") any Confidential Information. Each party agrees, for the period of this EULA and for three (3) years after such period, to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties (other than to Affiliates and to professional advisers who are bound by appropriate obligations of confidentiality) unless authorized to do so by the Disclosing Party, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take reasonable steps to protect the other party's Confidential Information to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this section. The foregoing prohibition on disclosure of Confidential Information shall not apply to any information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession without confidentiality obligation prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; or (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party by employees or agents without access to the Disclosing Party's Confidential Information; (e) is required to be disclosed by the Receiving Party as a matter of law or by order of a court or by a regulatory body, provided that the Receiving Party promptly notifies the Disclosing Party (where lawfully permitted to do so) so that Disclosing Party may intervene to contest such disclosure requirement and/or seek an appropriate protective order or waive compliance with this section. .

13.2 Automated Verification. The Software may contain or require a license key to prevent unauthorized installation or to enforce limits of the Software License, and may contain devices or functionality to monitor Licensee's compliance with this EULA.

13.3 Developer Tools. OT is not responsible or liable for Licensee's development or use of additional software code or software products ("**Licensee Software**") using software developer tools licensed by OT and Licensee will defend and indemnify OT against any claims, damages, costs, losses or expenses related to the development or use of the Licensee Software.

13.4 Independent Contractors. OT and Licensee are independent contractors. Neither party has any authority to bind the other in any manner.

13.5 Waiver, Amendment, Assignment. Any amendment of this EULA must be in writing and signed by both

12.2 **终止或期满生效**。如果本协议因任何原因终止或本协议项下规定的许可证终止或定期许可证期满：（a）所有软件许可证应立即终止；（b）被许可方应立即停止对软件的一切使用；以及（c）被许可方必须将软件、随附文档及其拥有或控制的 OT 机密信息的所有副本交还 OT 或予以销毁。协议终止后的十五（15）天内，被许可方的授权代表须以书面形式出具证明，证实所有副本均已被交还 OT 或销毁。本协议的任何条款按照其性质在本协议终止或到期后应继续生效的，则在类似终止或到期后继续有效，直至履行完毕。

12.3 **终止或暂停支持服务**。在不影响第 12.1 条项下 OT 权利的情况下，如果被许可人在接到 OT 通知后，未在三十（30）日内纠正严重违约行为的，包括未支付款项，OT 可以自行决定终止或暂停支持服务。

13.0 **其他条款**

13.1 **保密**。任何一方（"披露方"）可能向对方（"接收方"）披露保密信息。双方同意，本协议期间及本协议终止后的三（3）年内，对于对方的保密信息予以严格保密，非经披露方授权，不向第三方（不包括附属公司和受适当保密义务约束的专业顾问）披露保密信息，不在本协议明确约定的目的之外使用保密信息。双方同意采取合理的步骤保护对方的保密信息不被披露、传播或违反本条约定被使用。前述对于保密信息披露的限制不适用于下列信息：（1）非因接收方的作为或不作为已经或将要为公众所知的信息；（2）接收方合法持有的、在披露前不受保密义务约束的且不是直接后间接自披露方处获得的信息；或（3）由不受披露限制的第三方向接收方合法披露的信息；或（4）由接收方的员工或代理在不接触披露方的保密信息的情况下独立开发的信息；（5）根据法律或法院命令或监管机构，接收方被要求披露的信息，在该情形下，接收方应立即通知披露方（在法律许可的情况下）以使披露方可以对于该等披露要求提出异议和/或寻求适当的保护令或对于本条的弃权。

13.2 **自动验证**。软件可能包含或要求许可证密钥，以防止未经授权的安装或实施软件许可证的限制条件，还可能包含用于监视被许可方是否遵守本协议规定的设备或功能。

13.3 **开发工具**。OT 无须对被许可方使用经 OT 许可的软件开发工具开发或使用附加软件代码或软件产品（"被许可方软件"）负责或承担法律责任，被许可方应负责抗辩并使 OT 免受任何与开发或使用被许可方软件事宜相关的索赔、损害、成本、损失或开支的侵害。

13.4 **独立契约方**。OT 和被许可方都是独立的契约方。任何一方均无权以任何方式约束另一方。

13.5 **弃权、修订、转让**。对本协议的任何修改均须以书面形式进行并经双方签署。未经 OT 事先书面同意，被许可方不得以书面协议、合并、兼并、变更控制权、法律实施或任何其他形式出让、转让或分许可其在本协议下的任何权益、权利或义务。本协议任何一方都不得因时间推移或由于任何声明或陈

parties. Licensee may not assign, transfer, or sublicense any portion of its interests, rights, or obligations under this EULA by written agreement, merger, consolidation, change of control, operation of law, or otherwise, without the prior written consent of OT. Neither party will be deemed to have waived any of its rights under this EULA by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of this EULA will constitute a waiver of any prior or subsequent breach of this EULA. An assignment in contravention of this subsection will be null and void. Except to the extent identified in this subsection, this EULA will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

13.6　Governing Law. Except for injunctive relief required by either party to protect its intellectual property (which may be sought in any relevant jurisdiction), any dispute arising around of this EULA, the parties' shall first attempt to resolve the dispute by negotiation and where necessary a supplemental agreement shall be signed in respect of the settlement of such dispute, which shall have equal legal effect to the Agreement. In case of failure to settle such dispute through negotiation within 30 (thirty) days after one Party gives notice to the other party about the existence of the dispute (or such other period as agreed between the parties), either Party has the right to submit the dispute to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in Beijing which shall be conducted in accordance with the CIETAC's arbitration rules in effect as the time of applying for arbitration. The arbitration shall be conducted in English. The arbitration award is final and binding on both parties. The arbitration fee should be borne by the losing party.

13.7　Force Majeure. Except for payment and confidentiality obligations, or protection of intellectual property, neither party is responsible for any delay or failure in performance of this EULA to the extent due to causes beyond its reasonable control.

13.8　Severability. If any provision of this EULA is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from this EULA and all remaining provisions will continue in full force.

13.9　Export Laws. The Software, including Documentation, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee will comply strictly with all regulations and has the responsibility to obtain any licenses required to export, re-export, or import Software or Documentation.

13.10　Press Release. With Licensee's prior approval, OT may refer to Licensee's relationship with OT in a public press release or marketing materials.

13.11　Attribution Notices. Licensee will not remove, modify, obscure, resize, or relocate any ownership, attribution, or branding notices from the Software.

13.12　Resale of Third Party Software. The use of any Third Party Software resold by OT to the Licensee will be governed by a license agreement between the Third Party Software owner and the Licensee. OT does not provide any warranties related to the Third Party Software. OT has no liability or obligation to the Licensee related to the Third Party Software.

13.13　US Government End Users-Restricted Rights Legend. If the Software is being licensed directly or indirectly on behalf of the United States government, the following applies. For civilian agencies and departments: the Software was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 and its successors, and it is unpublished and all rights are reserved

述而被视为已放弃其在本协议下的任何权利，除非其正式授权代表以书面形式放弃该等权利。如果本协议任何一方放弃追究违反本协议的行为，该方不得被视为已放弃追究任何之前或之后违反本协议的行为。在违反本条款规定的情况下进行任何转让均无效。除非本条款另有明确规定，本协议应对协议双方各自的继承人和受让人具有同等法律效力，并对协议双方各自的继承人和受让人的利益生效。

13.6　准据法。除了本协议任何一方为保护其知识产权而要求的禁令救济之外（其可从任何相关的司法管辖中获得），对于因本协议而引起的任何争议，本协议双方均应首先尝试通过谈判来解决该等争议，并且在必要时，就该等争议的解决签订补充协议，该等补充协议应具有与本协议同等的法律效力。若本协议一方向协议另一方就争议的存在发出通知之后三十（30）天内（或本协议双方商定的其他期限），未能通过谈判来解决该争议，则本协议任何一方均有权将该争议提交至位于中国北京的中国国际经济贸易仲裁委员会（以下简称"CIETAC"）进行仲裁，该等仲裁应按照申请仲裁之时有效的 CIETAC 仲裁规则进行。仲裁所使用的语言应为英语。仲裁裁决为终局性裁决，并且对本协议双方均具有约束力。仲裁费用应由仲裁败诉方承担。

13.7　不可抗力。除支付义务、保密义务或保护知识产权义务外，本协议的任何一方都无须对由于超出其控制范围的原因而无法履行或延迟履行本协议承担责任。

13.8　可分割性。如果本协议的任何条款被具有合法管辖权的法庭视为违反适用法律或不可执行，则应将该等条款与本协议分割，本协议的所有其余条款应继续完全有效。

13.9　出口法律。软件及其随附文档受美国出口法律的管辖，包括《美国出口管理法》及其相关法规，且可能还受其他国家的进出口法律法规管辖。被许可方应严格遵守所有法律法规，并负责获得出口、再出口或进口软件或随附文档所需的任何许可。

13.10　新闻稿。OT 可在公开的新闻稿或营销材料中提及其与被许可方的关系。

13.11　属性标记。被许可方不得删除、修改、掩盖、改变大小或于其他位置重新放置软件的任何所有权、归属或品牌标记。

13.12　转售第三方软件。在使用经 OT 转售的任何第三方软件时，被许可方应受其与第三方软件拥有者签订的许可协议制约。OT 不提供与第三方软件相关的任何担保。OT 无须对被许可方承担与第三方软件相关的任何责任。

13.13　美国政府最终用户——有限权利说明。如果直接或间接地代表美国政府授权许可软件，则下述适用。民用机构和部门：软件属于自费开发，且是根据 FAR 52.227-19《商业计算机软件——有限权利》的分款（a）至（d）及其后续条款提交的权利受限的"受限制计算机软件"，而且软件并未公开发行，将根据美国版权法保留所有权利。国防部单位：软件是根据 DFAR 227.7202-3（a）《计算机软件和计算机软件文档》

under the copyright laws of the United States. For units of the Department of Defense, the Software is "commercial computer software" and "commercial computer software documentation" under the Rights in Computer Software and Computer Software Documentation clause of DFAR 227.7202-3 (a) and its successors, and all use, duplication or disclosure is subject to the license and restrictions set forth in this EULA.

13.14 Entire License Agreement. The License Documents set forth the entire agreement between the parties with respect to this subject matter, and supersede all other related oral and written agreements and communications between the parties. Neither party has relied upon such other agreements or communications. Any purchase order terms which purport to amend or modify terms of the License Documents, or which conflict with the License Documents are void and shall have no legal effect notwithstanding the fact the purchase order terms being later in time or OT issuing an invoice to Licensee after receiving such purchase order from Licensee.

13.15 Transaction Documents and Order of Priority. OT and Licensee may agree in a Transaction Document to special provisions which amend or vary a party's rights or obligations under this EULA (including any addenda), the License Model Schedule, Documentation, the document entitled Third Party Notifications available at www.opentext.com/agreements or any other documents provided by OT setting out permitted uses of the Software. In the event of an inconsistency between: (i) special provisions agreed in a Transaction Document, (ii) this EULA (including any addenda), (iii) the License Model Schedule, Documentation, the document entitled Third Party Notifications available at www.opentext.com/agreements or any other documents provided by OT setting out permitted uses of the Software, the documents shall be interpreted in that order to the extent of the inconsistency.

13.16 Third Party Rights. This EULA does not confer a benefit on, and is not enforceable by, any person or entity who is not a party to this EULA.

13.17 Legal Review and Interpretation. Both parties have had an opportunity for legal review of the License Documents. The parties agree that the License Documents result from negotiation between the parties. The License Documents will not be construed in favor of or against either party by reason of authorship. The headings used in this EULA are for convenience only. The term section refers to all subsections below a section heading (i.e. 3.0) and the term subsection refers to sequentially numbered subsections following a section (i.e. 3.1).

13.18 Notices. Any notice under this EULA that must be given by a party in writing is deemed effective when sent either: (a) via certified or registered mail, postage prepaid, or (b) via express mail or nationally recognized courier service to the other party's address specified in this EULA or on the most recent Transaction Document. Notices to OT will also be sent to OT's general counsel at Unit B008, 3rd Floor, Building 1, No 799, Naxian Road, Pudong District, Shanghai, China.

13.19 Hardware. IF HARDWARE IS IDENTIFIED ON A TRANSACTION DOCUMENT, THE SALE AND USE OF THE HARDWARE WILL BE GOVERNED BY TERMS OTHER THAN THIS EULA. OT DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO THE HARDWARE.

13.20 Governing Language. This EULA shall be prepared and interpreted in the English language. Any translation of this EULA into another language is for the purpose of convenience only. Any inconsistency arising due to translation into another language or a difference of interpretation between two or more languages, the English language clause will prevail over any other interpretation.

及其后续条款规定的"商用计算机软件"和"商用计算机软件文档"。任何对软件的使用、复制或披露均受本协议列明的许可和限制条件管辖。

13.14　完整许可协议。许可授权文件构成协议双方之间关于本协议主题事项的完整协议，并取代双方之间的所有其他相关口头或书面协议和通讯。任何一方都未曾依赖该等其他协议或通讯。任何旨在修订或修改许可授权文件条款，或与许可授权文件相悖的购买订单条款均无效且无法律效力，即使该等购买订单时间在后或 OT 在接到该等购买订单后向被许可方开具发票。

13.15　交易文件和优先次序。OT 和被许可方可在一份交易文件特别条款中变更或修改在本协议（包括任何日程表）、许可模式一览表、文档、题为《第三方通知》并可从

http://www.opentext.com/agreements 下载的文件，以及由 OT 提供并对所涉软件获准用途作出规定的任何其他文件中一方的权利或义务。若（1）交易文件特别条款、（2）本协议（包括任何日程表）、（3）许可模式一览表、文档、题为《第三方通知》并可从

http://www.opentext.com/agreements 下载的文件，以及由 OT 提供并对所涉软件获准用途作出规定的任何其他文件存在不一致的，相关文件应按前述顺序就不一致之处进行解释。

13.16　第三方权利。本协议不会向非协议方的任何个人或实体给予或由其强行获取任何好处。

13.17　法律审查和解释。协议双方都已有机会对许可授权文件进行法律审查。双方同意许可授权文件是经由协商达成。许可授权文件不会因由某方编制而将条款解释为对一方有利或不利。本协议中使用的标题仅为方便之用。术语"条款"指某一条款的标题（例如 3.0）下方的所有分款。术语"分款"指某一条款下按顺序编号的所有分款（例如 3.1）。

13.18　通知。根据本协议必须由一方以书面形式发出的任何通知须在以下述方式发送后被视为有效：（a）通过邮资预付的挂号信；或（b）通过特快专递或国家认可的快递服务将通知发送到在本协议中指明或在最近的交易文件中指明的另一方地址。向 OT 发出的通知应当同时向位于中国上海浦东自由贸易试验区那贤路 799 号 1 幢 3 层 B008 单元 OpenText 总顾问发送。

13.19　硬件。如果在交易文件中指明了硬件，则该硬件的销售和使用应受本协议之外的条款管辖。OT 不承认与硬件相关的任何担保和责任。

13.20　语言。本协议以英文书写和解释。对于本协议的任何翻译仅为方便阅读之目的。如果由于翻译成另一种语言而产生的任何不一致或两种或多种语言之间的解释差异，应以英文版为准。