

AUTOFORM SOFTWARE LICENSE AND MAINTENANCE TERMS

AutoForm 软件许可及维护条款

These License and Maintenance Terms (“Agreement”) apply to any license grant by AutoForm Software (Shanghai) Ltd., with its registered office at Unit 1802 (actual floor 18F, nominal floor 20F), 769 Jiujiang Road, Huangpu District, Shanghai, PRC (“AF-CN”) to any end-user (“Licensee”) for the use of AF software products. By ordering, installing, copying, or otherwise using such products, Licensee agrees to be bound by the terms of this Agreement. Any terms and conditions proposed by Licensee inconsistent with or in contradiction to this Agreement shall be void and of no effect, unless specifically agreed to in writing by AF-CN.

本许可与维护条款（以下简称“本协议”）适用于奥德富软件（上海）有限公司（注册地址：中华人民共和国上海市黄浦区九江路 769 号 1802 室（实际楼层 18 层，名义楼层 20 层），以下简称“AF-CN”）向任何终端用户（以下简称“被许可方”）授予的关于 AF 软件产品使用许可的行为。被许可方一经订购、安装、复制或以其他方式使用相关软件产品，即视为已阅读、理解并同意接受本协议全部条款和条件的约束。除非 AF-CN 事先以书面形式明确同意，否则被许可方提出的任何与本协议不一致、相冲突或构成补充的条款和条件均不适用，对 AF-CN 不具有约束力，且不产生任何法律效力。

1. License Grant

许可授予

1.1 General Licensing Rules

一般许可规则

- 1.1.1 Subject to the terms and conditions of this SLMA, AF-CN, hereby grants Licensee for the applicable license period (hereinafter “License Period”) and in accordance with the type of license applicable to the licensed software (“Named User License” or “Floating License” as defined in Section 1.2 and in the respective contract concluded between the parties reflecting the details of licensing in the respective License Period, hereinafter referred to as “the Contract”) a non-exclusive, non-transferable, non-sublicensable license to Use the software identified in the Contract, in object code form, in the version existing as of the date the parties enter into this SLMA, and all updates and upgrades thereto supplied by AF-CN to Licensee under this SLMA (“Licensed Software”). The license grant includes the right to use all published documentation related to the Licensed Software, including but not limited to manuals, technical specifications and training materials, supplied by AF-CN from time to time (“Licensed Documentation”, Licensed Software and Licensed Documentation are hereinafter collectively referred to as “Licensed Product”). AF-CN has been duly authorized to distribute the Licensed Product by its affiliated company AutoForm Engineering GmbH located in Switzerland (“AF-CH”) which owns all intellectual property rights related to the Licensed Products.

在遵守本协议条款和条件的前提下，AF-CN 特此授予被许可方在适用的许可期限内（以下简称“许可期限”）根据适用于许可软件的许可类型（1.2 节以及双方就相应许可期限签署并载明许可详情的相关合同（以下简称“合同”）中定义的“指定用户许可证”或“浮动许可证”）使用软件许可合同中确定的软件，该许可为非独占的、不可转让的、不可再许可的，软件版本为双方签订本协议之日的现有版本，以及 AF-CN 根据本协议向被许可方提供的所有更新和升级版本（“许可软件”）。许可授予包括使用与许可软件相关的所有已发布文档的权利，包括但不限于由 AF-CN 不时提供的手册、技术规范和培训材料（“许可文件”，许可软件和许可文件以下统称为“许可产品”）。AF-CN 已获得其位于瑞士的关联公司 AutoForm Engineering GmbH（以下简

称“AF-CH”)的正式授权来分销许可产品, AF-CH 拥有与许可产品相关的所有知识产权。

- 1.1.2 “Use” for the purposes of this SLMA shall mean reading into and out of memory of the Licensed Software and the execution of the Licensed Software, in whole or in part. The granted right to Use is restricted to employees of Licensee (“Users”) and does not include the right to assign, rent, sublicense or make otherwise available to any third party, nor permit the assignment, rental, sublicensing or making otherwise available of any of the rights granted hereunder, whether by operation of law or otherwise. Any attempt to do any of the above without AF-CN's prior written consent shall be null and void and shall be considered an incurable breach of contract as per Section 10.2 below.

就本协议而言,“使用”系指从存储器中读取许可软件,并全部或部分地执行许可软件。被授予的使用权仅限于被许可方的雇员(“用户”),不包括转让、出租、再许可或以其他方式提供给任何第三方的权利,也不允许转让、出租、再许可或以其他方式提供根据本协议授予的任何权利,无论是通过法律的实施还是其他方式。任何未经 AF-CN 事先书面同意的上述行为均无效,并应视为下文第 10.2 节所述的不可补救的违约行为。

- 1.1.3 Licensed Product may include software and documentation from a third party, as identified on <http://www.autoform.com/en/legal/3rdPartyProducts>, which shall be subject to any obligations or restrictions imposed by such third party's license terms and which shall only be used by Licensee in connection with the Licensed Products and for the term of the respective license grant.

许可产品可能包括来自第三方的软件和文档,如 <http://www.autoform.com/en/legal/3rdPartyProducts> 所示,这些软件和文档应遵守第三方许可条款规定的任何义务或限制,并且只能由被许可方在各自的许可期限内与许可产品一起使用。

- 1.1.4 Except as expressly provided in this SLMA, no right, title, license, interest or any other proprietary rights, express, implied or otherwise, in or to the Licensed Product or copies or modifications thereof are granted to Licensee. Licensee acknowledges and agrees that, excepting content from unrelated third party contained therein, the Licensed Product and all copies thereof and any corrections, improvements, derivative works or other modifications are the exclusive property and constitute a valuable trade secret of AF-CN or any legal entity controlling, controlled by or under common control with AF-CN (“Affiliate”).

除本协议中明确规定外,未以任何明示、暗示或其他方式向被许可方授予许可产品或其副本或修改的任何权利、所有权、许可、利益或任何其他专有权利。被许可方承认并同意,除其中包含的来自无关第三方的内容外,许可产品及其所有副本以及任何更正、改进、衍生作品或其他修改均为 AF-CN 或控制、受 AF-CN 控制或与 AF-CN 共同控制的任何法律实体(“关联公司”)的专有财产,并构成有价值的商业秘密。

- 1.1.5 In case of third parties' Licensed Product, each third party shall retain all title and ownership rights to the Licensed Product it has provided, and Licensee shall be subject to and shall comply with the terms and conditions applicable to the use of such third parties' products. AF-CN confirms that, provided Licensee Uses the Licensed Products in strict compliance with this SLMA, Licensee is also compliant with such third parties' terms.

如果是第三方的许可产品,则每个第三方应保留其提供的许可产品的全部所有权,被许可方应遵守适用于使用该等第三方产品的条款和条件。AF-CN 确认,如果被许可方严格遵守本协议使用许可产品,则被许可方也遵守此类第三方的条款。

1.2 License Types

许可类型

Depending on the type of Licensed Software module ordered by Licensee, Licensee is granted one or several Named User Licenses or Floating Licenses to which the following terms apply:

根据被许可方订购的许可软件模块的类型，被许可方被授予一个或多个指定用户许可证或浮动许可证，并适用以下条款：

1.2.1 Named User License

指定用户许可证

Named User Definition: In accordance with the number of licenses ordered by Licensee as per the Contract for the License Period in the respective quote or order confirmation, AF-CN for the License Period authorizes employees of Licensee, that are identified with a unique username and password, to Use the Licensed Product from a single machine at any given time (“Named User”). Each Named User may install the AutoForm Products on up to 4 (four) devices, provided that he/she only Uses the Software on one (1) device at a time and only within the country specified in the Contract (“Permitted Country”). To accommodate for the fact that a Named User may occasionally have to travel abroad, Use outside of the Permitted Country is permitted up to a maximum of 40 (forty) days during a License Period For the avoidance of doubt, employees of companies controlling, controlled by or under common control with Licensee (“Licensee Affiliate”) cannot be considered Named Users under this SLMA. Any Licensee Affiliate needs to acquire its own licenses by entering into a separate SLMA with the applicable local AF Affiliate.

指定用户定义：根据被许可方在相应报价或订单确认中按照许可期限合同订购的许可数量，AF-CN 在许可期限内授权被许可方的员工（“指定用户”）在任何特定时间从一台机器上使用许可产品，该员工应具有唯一的用户名和密码。每个指定用户最多可在 4 台设备上安装 AutoForm 产品，但每次只能在 1 台设备上使用软件，且只能在软件许可合同中指定的国家/地区（“允许的国家/地区”）内使用。考虑到指定用户有时可能需要出国旅行，在许可期限内，允许在指定国家以外使用软件的时间最多不超过 40（四十）天。为避免疑义，与被许可方有控制权、受其控制或受其共同控制的公司（“被许可方关联公司”）的员工不能被视为本协议下的指定用户。任何被许可方的关联公司需要通过与适用的当地 AF 关联公司签订单独的 SLMA 来获取自己的许可。

Group or shared logins and/or use of automated programs or “user agent” programs or utilities for multiple users are strictly prohibited and considered a material breach of this SLMA. Licensee is obliged to take all necessary measures to ensure and monitor strict compliance with this provision, e.g. by ensuring that Named Users do not share or use the same username and password.

多个用户集体或共享登录和/或使用自动化程序或“用户代理”程序或实用程序是被严格禁止的，并将被视为对本协议的重大违反。被许可方有义务采取一切必要措施，确保并监督对本条款的严格遵守，例如，确保指定用户不共享或使用相同的用户名和密码。

Replacement of a Named User / Reassignment to a Named User: Replacement of an existing Named User by a new Named User is permitted, provided that the new Named User strictly complies with all Use terms. Permanent or temporary replacement: In case of a permanent personnel change or in case of temporary leave of absence of a Named User (e.g. due to illness or end of a project), Licensee may replace a Named User instantaneously by assigning the Licensed Software to another Named User. In such case, the assigning Named User thereafter will be blocked from Using the Licensed Software during one hundred sixty-eight (168) hours (“Blocking Period”), i.e. reassignment of the Licensed Software to such Named User is only possible after

expiry of the Blocking Period. Further assignment to a next new Named User, however, is always possible instantaneously, again, provided that any assigning Named User after his assignment of the Licensed Software will be subject to the Blocking Period.

替换指定用户/重新分配给指定用户：允许新的指定用户替换现有的指定用户，但新指定用户必须严格遵守所有使用条款。永久或临时替换：在发生永久性人员变动或指定用户临时休假（例如，由于疾病或项目结束）的情况下，被许可方可以通过将许可软件分配给另一指定用户的方式，立即替换指定用户。在此情况下，被替换的指定用户将在此后的一百六十八（168）小时（“封锁期”）内被禁止使用许可软件，即只有在封锁期届满后才能将许可软件重新分配给该指定用户。然而，每一个指定用户始终可以立即将其进一步转让给下一个新的“指定用户”，但其在转出后将受到封锁期的约束。

Reporting: Licensee will provide AF-CN upon request with anonymized license server log-files.

报告：被许可方应根据 AF-CN 的请求向其提供匿名的许可证服务器日志文件。

1.2.2 Floating License

浮动许可证

A Floating License entitles one User at a time to Use the Licensed Software modules specified in the Contract Annex 1, during the License Period specified in the Contract Annex 1.

在软件许可合同附件 1 规定的许可期限内，每个浮动许可证允许一名用户同时使用软件许可合同附件 1 规定的许可软件模块。

2. Supply and Installation

提供和安装

2.1 Supply 提供

As of the license start date specified in the Contract for the respective period, AF-CN shall provide Licensee with the Licensed Product and with a temporary license key which allows Licensee to temporary Use the Licensed Product from the start date of the License Period until the payment date of such period (specified in the Contract), but which does not imply any right to evaluate or reject the Licensed Product. Upon receipt of full payment of the license fee/s set forth in the Contract, AF-CN shall provide Licensee with a full license key that allows Licensee to Use Licensed Product for the respective period.

在软件许可合同中规定的相应期限的许可开始日期，AF-CN 应向被许可方提供许可产品和临时许可密钥，允许被许可方从许可期间的开始日期起临时使用许可产品，直至该期限的付款日期（在软件许可合同中规定），但这并不意味着任何评估或拒绝许可产品的权利。AF-CN 在收到软件许可合同中规定的许可费全额付款后，将向被许可方提供一个完整的许可密钥，允许被许可方在相应期限内使用许可产品。

2.2 Installation 安装

2.2.1 Option License Server in the Cloud

选择使用云中运行的许可证服务器

The server on which the licenses for the Licensed Software are installed (“License Server”), is run in the cloud and is managed by AF-CN, who shall be responsible for the proper configuration and installation. AF-CN uses the services of Aliyun and regarding access to the license server, the terms and conditions of Aliyun available at

https://terms.aliyun.com/legal-agreement/terms/suit_bu1_ali_cloud/suit_bu1_ali_cloud201802281451_77479.html?spm=5176.ecsnewbuy.0.0.6cf73675VMp3yQ apply, especially regarding availability of the services of Aliyun during the License Period. AF-CN confirms that the server of Aliyun is located in China and any personal information, that may be processed in the course of Licensee's Using the Licensed Software, shall be handled in full compliance with Chinese applicable data privacy laws, including Personal Information Protection Law of the People's Republic of China (PIPL). A respective PIPL compliant personal information protection agreement has been concluded with Aliyun.

安装许可软件许可证的服务器（“许可证服务器”）在云中运行，由 AF-CN 管理，并负责正确配置和安装。AF-CN 使用阿里云网络服务，在访问许可证服务器时，适用阿里云产品服务协议（可从 https://terms.aliyun.com/legal-agreement/terms/suit_bu1_ali_cloud/suit_bu1_ali_cloud201802281451_77479.html?spm=5176.ecsnewbuy.0.0.6cf73675VMp3yQ 获取），特别是关于许可期限内阿里云网络服务的可用性。AF-CN 确认，阿里云的服务器位于中国，被许可方在使用许可软件过程中可能被处理的任何个人信息，都必须完全遵守中国适用的数据隐私法律，包括《中华人民共和国个人信息保护法》（《个保法》）来进行处理。AF-CN 已与阿里云签订了符合《个保法》要求的个人信息保护协议。

2.2.2 Option License Server on Licensee's Premises

选择使用客户本地的许可证服务器

If Licensee installs the license keys for the Licensed Software on a server located on Licensee's premises ("Premises"), Licensee shall be responsible for the installation of the Licensed Software on the Designated Equipment. Upon expiration of any current license term, AF-CN at its sole discretion may change the availability of the Licensed Software for Designated Equipments (hardware platforms and/or operating systems) with one hundred and eighty (180) days advance written notice to Licensee. Licensee may submit to AF-CN a written request to change the Designated Equipment. Such request shall specify both the former and the future Designated Equipment including serial number and processor type and may be accepted by AF-CN at its sole discretion. Licensee is required to give written certification to AF-CN that the Licensed Software is no longer Used on the former Designated Equipment. Any further Use of the Licensed Software on the former Designated Equipment by Licensee shall entitle AF-CN to charge an additional license fee; in case the former Designated Equipment is a license server AF-CN shall be entitled to charge license fees for each and any Floating License related to such license server. Operating the License Server as a virtual machine is explicitly prohibited. A separate license is required for each License Server. The licenses are stored in a special license file and must be saved in the installation directory. The AF license validity period is limited by contract and by technical measures.

如果被许可方在其场所（“场所”）内的服务器上安装许可软件的许可密钥，被许可方应负责在指定设备上安装许可软件。在任何当前许可期限届满后，AF-CN 可自行决定更改用于指定设备（硬件平台和/或操作系统）的许可软件的可用性，但需提前一百八十（180）天书面通知被许可方。被许可方可向 AF-CN 提交书面请求变更指定设备，该请求应指明先前的和未来的指定设备，包括序列号和处理器类型，AF-CN 可自行决定是否接受该请求。被许可方必须向 AF-CN 提供书面证明，证明许可软件不再用于先前的指定设备。如果被许可方在先前的指定设备上继续使用许可软件，AF-CN 有权收取额外的许可费用；如果前指定设备是许可证服务器，AF-CN 有权收取与该许可证服务器相关的所有浮动许可的许可费。明确禁止将许可证服务器作为虚拟机操作。每个许可证服务器都需要一个单独的许可证。许可证储存在一个特殊的许可证文件中，必须保存在安装目录下。AF 许可证的有效期限受合同和技术措施的限制。

3. Maintenance and Support

维护和支持

- 3.1 During the term of this SLMA, AF-CN shall provide Licensee with instructions and advice regarding the installation (only in case of License Server on Premises) and Use of the Licensed Software (hereinafter "Technical Support Services") and shall by means of telephone, e-mail, internet or telefax communications with Licensee's Technical Support Contact during AF-CN's normal business hours assist Licensee in diagnosing errors, malfunctions and defects of the Licensed Software (excluding unexpected, inaccurate or invalid results obtained) to perform any material function specified in the Licensed Documentation, and shall use reasonable efforts to correct them or to offer work-around suggestions ("Maintenance Services"). Maintenance Services do not include correction of, third party Licensed Products and do not include assistance necessary as a result of Licensee's not Using the Licensed Product in accordance with this SLMA or the Licensed Documentation.

在本协议期限内，AF-CN 应向被许可方提供有关许可软件的安装（仅适用于使用本地许可证服务器的情况）和使用的说明和建议（以下简称“技术支持服务”），并应在 AF-CN 的正常营业时间内，通过电话、电子邮件、互联网或传真与被许可方的技术支持联系人沟通，协助被许可方诊断许可软件的错误、故障和缺陷（不包括获得的意外、不准确或无效的结果），以运行许可文件中规定的任何重要功能，并应尽合理努力予以纠正或提供变通建议（“维护服务”）。维护服务不包括对第三方许可产品的纠正，也不包括因被许可方未按照本协议或许可文件使用许可产品而产生的必要协助。

- 3.2 AF-CN at its sole discretion shall have the right from time to time to assign the performance of the Technical Support Services and the Maintenance Services, the provision to Licensee of the Licensed Product, the license key and the invoicing and collection of payments due to AF-CN, to one or more AF-CN-designated third parties, as identified in a written notice from AF-CN to Licensee.

如 AF-CN 向被许可方发出的书面通知中所述，AF-CN 有权自行决定不时将技术支持服务和维护服务的履行、向被许可方提供许可产品、许可密钥以及向 AF-CN 开具发票和收取款项的工作分配给一个或多个 AF-CN 指定的第三方。

- 3.3 AF-CN is only obliged to provide Maintenance Services for the most current version of the Licensed Product. Maintenance Services for any other version are provided at AF-CN's sole discretion.

AF-CN 仅有义务为最新版本的许可产品提供维护服务。任何其他版本的维护服务均由 AF-CN 自行决定是否提供。

4. Duties of Licensee

被许可方的责任

- 4.1 For each license granted by AF-CN to Licensee, Licensee shall permit only properly trained, qualified and authorized Users to Use the Licensed Software in accordance with this SLMA.

对于 AF-CN 授予被许可方的每一项许可，被许可方应仅允许经过适当培训、合格且授权的用户按照本协议使用许可软件。

- 4.2 Licensee shall provide AF-CN with all information, documentation, technical assistance as AF-CN may require in order to perform its duties set forth in Section 3 hereof and/or to verify compliance by Licensee with the terms and conditions of this SLMA. AF-CN

shall be released from its obligations under Section 3 if Licensee is unable or otherwise fails to provide AF-CN with the foregoing.

被许可方应向 AF-CN 提供 AF-CN 为履行本协议第 3 条规定的职责和/或验证被许可方是否遵守本协议的条款和条件而可能需要的所有信息、文件、技术支持。如果被许可方不能或以其他方式未能向 AF-CN 提供上述内容，则 AF-CN 应免除其在第 3 条项下的义务。

- 4.3 Licensee shall not compute any simulations with the Licensed Product on behalf of competitors of AutoForm, nor provide any competitors with results of any simulations computed with the Licensed Product.

被许可方不得代表 AutoForm 的竞争对手使用许可产品计算任何模拟，也不得向任何竞争对手提供使用许可产品计算的任何模拟结果。

- 4.4 Licensee shall not Use the Licensed Product for military purposes, including but not limited to the design, development, production, testing or maintenance of military goods, military technology or military services.

被许可方不得将许可产品用于军事目的，包括但不限于军事物资、军事技术或军事服务的设计、开发、生产、测试或维护。

- 4.5 All Licensed Products delivered under this SLMA are subject to local export control laws and regulations, and may be subject to export or import laws and regulations of other countries, including but not limited to the Export Administration Regulations of the United States of America and its embargoed country list. Each Party acknowledges its responsibility to comply with all such laws and regulations at its sole expense.

本协议项下交付的所有许可产品均受当地出口管制法律法规的约束，并可能受其他国家出口或进口法律法规的约束，包括但不限于《美利坚合众国出口管理条例》及其禁运国家清单。各方承认其有责任自行承担遵守所有该等法律法规的费用。

- 4.6 Licensee may copy the Licensed Product in whole or in part for back-up purposes only and may not use such copy for any purpose other than to replace a damaged copy. All copies of the Licensed Product, in whole or in part, shall contain all of AF-CH's restrictive and proprietary notices as they appear on the Licensed Product provided by AF-CN.

被许可方仅可出于备份目的复制许可产品的全部或部分內容，除替换损坏的副本外，不得将该副本用于其他任何目的。许可产品的所有副本（全部或部分）应包含 AF-CN 提供的许可产品上出现的所有 AF-CH 的限制性和专有声明。

- 4.7 Licensee agrees not to modify, reverse engineer, translate, disassemble, or decompile the Licensed Product or any portion thereof except to the extent that this restriction is expressly prohibited by applicable law.

被许可方同意不修改、反向工程、翻译、反汇编或反编译许可产品或其任何部分，除非适用法律明确禁止这种限制。

- 4.8 Licensee agrees that AF-CN may during the term of this Agreement audit Licensee's facilities, records and Use of the Licensed Product to determine Licensee's compliance with the terms and conditions of this Agreement. Such audits shall occur after prior notice during regular business hours and shall be conducted in a manner designed to limit disruption to Licensee's business. In the event an audit reveals that Licensee has underpaid any fees or charges owing to AutoForm, or that Licensee is using the Licensed Product in an unauthorized manner, Licensee shall immediately pay to AutoForm any amounts due, together with interest for late payment of 1 percent per

month but in no case exceeding the highest rate permitted by applicable law, and Licensee shall reimburse AutoForm for all reasonable costs incurred in connection with the audit. In addition, AF-CN expressly reserves the right to take legal action. Licensee further accepts that, in order to prevent unlicensed use (copyright infringement / piracy) of its products, AF may through specific software features collect data in order to identify unauthorized changes to the licensing or activation functions of the Licensed Product.

被许可方同意，AF-CN 可在本协议有效期内审计被许可方的设施、记录和对许可产品的使用，以确定被许可方是否遵守本协议的条款和条件。此类审核应在事先通知后的正常营业时间内进行，并限制对被许可方业务的干扰。如果审计发现被许可方少付了任何费用或欠 AutoForm 的费用，或者被许可方以未经授权的方式使用许可产品，被许可方应立即向 AutoForm 支付任何应付款项，连同每月 1% 的逾期付款利息，但在任何情况下不得超过适用法律允许的最高利率，并且被许可方应偿还 AutoForm 与审计相关的所有合理费用。此外，AF-CN 明确保留采取法律行动的权利。被许可方进一步接受，为了防止其产品的未经许可使用（侵犯版权/盗版），AF 可能会通过特定的软件功能收集数据，以识别对许可产品的许可或激活功能的未经授权的更改。

5. Fees and Other Charges

费用及其他收费

- 5.1 As remuneration for the Use of the Licensed Product, Licensee shall pay to AF-CN the annual license fees in advance according to Section 2.1 of this Agreement and the payment terms as set forth in the Contract, without offset or demand therefore, for the specified license terms, as indicated in the Contract.

作为使用许可产品的报酬，被许可方应根据本协议第 2.1 条和软件许可合同中规定的付款条件，按软件许可合同中规定的许可期限向 AF-CN 预付年度许可费，不得抵消。

- 5.2 Maintenance and Technical Support fees due in consideration of AF-CN's performance of its duties under Section 3 hereof are included in the annual license fees and are not charged separately to Licensee. Any services provided outside the scope of AF-CN's duties under Section 3 hereof shall be charged on a time and materials basis at AF-CN's then current rate.

因 AF-CN 履行其在本协议第 3 条项下的职责而应支付的维护和技术支持费用包含在年度许可费中，不向被许可方单独收取。在本协议第 3 条项下 AF-CN 职责范围之外提供的任何服务，均应按 AF-CN 当时的时间和材料费率收取费用。

- 5.3 All applicable charges shall be due and payable to AF-CN on the payment date of the respective period, as specified in the Contract. For any unpaid amounts, an interest rate for late payment of 1 percent per month but in no case exceeding the highest rate permitted by applicable law shall apply.

所有适用的费用应在软件许可合同中规定的相应期间的付款日支付给 AF-CN。对于任何未支付的金额，滞纳金利率为每月 1%，但在任何情况下均不得超过适用法律允许的最高利率。

6. Intellectual Proprietary Rights Indemnity

知识产权赔偿

- 6.1 Licensee shall be indemnified and defended from and against all claims that the normal operation, possession or use of the Licensed Product by Licensee during the term of this SLMA violates any third-party intellectual property right, provided that Licensee (a) promptly notifies AF-CN of any intellectual property infringement claim; and (b) gives

AF-CN sole control of the defense and settlement of any claim in respect of any intellectual property infringement and does not admit liability or otherwise settle or compromise said claim except upon the express instructions of AF-CN; and (c) cooperates with AF-CN in any such defense.

被许可方在本协议期限内正常操作、拥有或使用许可产品侵犯任何第三方知识产权的所有索赔，被许可方应获得赔偿和辩护，前提是被许可方 (a) 立即将任何知识产权侵权索赔通知 AF-CN; (b) 由 AF-CN 全权处理与任何知识产权侵权相关的索赔的辩护和解决，除非 AF-CN 明确指示，否则不承认责任或以其他方式解决或妥协上述索赔；并且 (c) 在任何此类辩护中与 AF-CN 合作。

- 6.2 Licensee shall be reimbursed for all reasonable costs incurred in complying with the provisions of Section 6.1.

被许可方应获得为遵守第 6.1 条规定而产生的所有合理费用的补偿。

- 6.3 If a Licensed Product is, or in AF-CN's opinion is likely to become, the subject of a an infringement claim, then AF-CN, at its sole discretion and expense, will either (a) obtain for Licensee the right to continue using the Licensed Product under the terms of this SLMA; (b) replace the Licensed Product with a product that is substantially equivalent in function, or modify the Licensed Product so that it becomes non-infringing and substantially equivalent in function; or (c) refund to Licensee the portion of the license fee paid to AF-CN for the Licensed Product giving rise to the infringement claim, less a charge for use by Licensee.

如果许可产品是或 AF-CN 认为可能成为侵权索赔的对象，则 AF-CN 将自行决定并自费 (a) 为被许可方获得在本协议条款下继续使用许可产品的权利；(b) 用功能基本等同的产品替换许可产品，或修改许可产品，使其不构成侵权且功能基本等同；或(c) 向被许可方退还就引起侵权索赔的许可产品向 AF-CN 支付的部分许可费，减去被许可方的使用费。

- 6.4 AF-CN SHALL HAVE NO LIABILITY IN RESPECT OF AN INFRINGEMENT IF THE SAME RESULTS FROM ANY UNAUTHORIZED ALTERATION, MODIFICATION OR ADJUSTMENT TO THE LICENSED PRODUCT.

AF-CN 对未经授权而对许可产品进行的改动、修改或调整所造成的侵权不承担任何责任。

- 6.5 In the event that Licensee violates any intellectual property rights pertaining to the Licensed Product, Licensee agrees to indemnify, defend and hold harmless AF-CN or AF-CH from and against all damages, losses, liabilities and expenses arising from or related to such violation. This obligation shall survive the expiration or termination of this SLMA.

如果被许可方侵犯了与许可产品有关的任何知识产权，被许可方同意赔偿、抗辩并使 AF-CN 或 AF-CH 免受因该等侵权行为引起或与之相关的一切损害、损失、责任和费用。此义务在本协议期满或终止后继续有效。

7. WARRANTY

保证

- 7.1 THE LICENSED SOFTWARE IS DELIVERED MATERIALLY CORRESPONDING TO THE LICENSED DOCUMENTATION. DURING THE TERM OF THIS SLMA IT WILL BE CORRECTED OR REPLACED AT AF-CN's DISCRETION IN CASE OF NON-COMPLIANCE PROVIDED THAT LICENSEE IS IN FULL COMPLIANCE WITH ALL APPLICABLE CONTRACTUAL TERMS. TO THE FULLEST EXTENT PERMITTED BY

THE APPLICABLE LAW, NO FURTHER WARRANTY IS GIVEN REGARDING PERFORMANCE OF THE LICENSED PRODUCT OR REGARDING CORRECTNESS OF THE MATERIAL DATA FILES DELIVERED FOR SIMULATION PURPOSES TOGETHER WITH THE LICENSED SOFTWARE.

交付的许可软件在实质上与许可文件相对应。在本协议有效期内，在被许可方完全遵守所有适用合同条款的情况下，**AF-CN** 将自行决定对许可软件和许可文件的不符情况予以纠正或更换。在适用法律允许的最大范围内，**AF-CN** 对许可产品的性能或为模拟目的与许可软件一起交付的材料数据文件的正确性不作进一步保证。

- 7.2 LICENSEE ACKNOWLEDGES THAT THE LICENSED SOFTWARE USES STATE-OF-THE-ART MATHEMATICAL AND PHYSICAL ALGORITHMS THAT ARE NOT NECESSARILY PROVEN ACCURATE OR VALID AND THAT EXCEPT FOR SECTION 7.1 AND TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, THE LICENSED PRODUCT IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS OF THE LICENSED PRODUCT FOR A PARTICULAR PURPOSE.

被许可方承认，许可软件使用了最先进的数学和物理算法，但这些算法并不一定准确或有效，除第 7.1 条外，在适用法律允许的最大范围内，许可产品按“原样”提供，不提供任何明示或默示保证，包括但不限于许可产品的适销性或特定用途适用性的默示保证。

- 7.3 LICENSEE SHALL IN ANY EVENT BE SOLELY RESPONSIBLE FOR THE SELECTION, SUITABILITY AND EFFICIENCY OF THE LICENSED PRODUCT FOR ITS INTENDED PURPOSES AND PLANNED USE AND ASSUMES ALL RISKS ARISING FROM OR RELATED TO SUCH USE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WAIVES ALL CLAIMS AGAINST AF-CN ASSOCIATED THEREWITH.

在任何情况下，被许可方均应对许可产品在其预期用途和计划使用方面的选择、适用性和效率负全部责任，并承担因此类使用而产生或与之相关的所有风险，并在适用法律允许的最大范围内放弃对 **AF-CN** 的所有相关索赔。

8. Limitations of Liability

责任限制

- 8.1 THE MAXIMUM LIABILITY OF AF-CN ARISING OUT OF OR IN CONNECTION WITH THIS SLMA AND EACH PART THEREOF, INCLUDING ITS EXECUTION AND PERFORMANCE SHALL BE LIMITED, IF SUCH LIABILITY IS NOT THE RESULT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF AF-CN, TO THE NET AMOUNT THE LICENSEE HAS PAID AF-CN WITH RESPECT TO THE SLMA IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE.

AF-CN 因本协议及其各部分（包括其签署和履行）而产生的或与之相关的最大责任，如果该责任不是 **AF-CN** 的故意不当行为或重大过失造成的，则应限于被许可方在该索赔产生之日之前的十二(12)个月内就本协议向 **AF-CN** 支付的净额。

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER AF-CN NOR THE LICENSEE SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, CLAIMS OF THIRD PARTIES, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

在适用法律允许的范围内，AF-CN 和被许可方均不对另一方任何间接的、附带的、后果性的、惩罚性的、依赖的或特殊的损害，包括但不限于利润损失、第三方索赔、利益、任何种类的收益、节约或收入或增加的运营成本承担赔偿责任。

- 8.2 TO THE EXTENT THAT A PARTY'S LIABILITY IS EXCLUDED OR LIMITED, THE SAME ALSO APPLIES TO ITS EMPLOYEES, REPRESENTATIVES, AFFILIATES AND ANY OTHER PERSONS AF-CN EMPLOYS IN THE PERFORMANCE OF CONTRACTUAL OBLIGATIONS UNDER THIS SLMA.

如果某一方的责任已被豁免或受到限制，则其员工、代表、关联公司及 AF-CN 在履行本协议项下合同义务时雇用的任何其他人员的责任也得以豁免或受到限制。

9. Confidentiality

保密

- 9.1 Unless explicitly stated herein, any information provided to the other party is deemed non-confidential. Licensee acknowledges that the Licensed Product and any information related to it is considered AF Confidential Information and may not be disclosed in whole or in part to anyone by Licensee, except to those of its employees and to the staff involved in the execution of this SLMA who are required to have the information in order for Licensee to Use the Licensed Product hereunder and who are bound by confidentiality terms at least as stringent as the ones stated herein. Licensee agrees to use Confidential Information solely in connection with the execution of this SLMA and agrees to use its best efforts to protect the secrecy of and to avoid the disclosure and unauthorized use of Confidential Information. Without limiting the foregoing, Licensee shall at least take those measures it normally adopts to protect its own most highly Confidential Information and will delete all Confidential Information received upon termination of this SLMA.

除非在本协议明确说明，否则提供给另一方的任何信息均被视为非机密信息。被许可方承认，许可产品及与之相关的任何信息均被视为 AF 机密信息，被许可方不得将其全部或部分披露给任何人，但被许可方的员工和参与执行本协议的工作人员除外，因为被许可方必须掌握这些信息才能使用本协议项下的许可产品，且这些人员受至少与本协议所述条款同样严格的保密条款的约束。被许可方同意仅在执行本协议时使用保密信息，并同意尽最大努力保护保密信息的机密性，避免泄密和未经授权使用保密信息。在不限制前述规定的前提下，被许可方至少应采取其通常采取的用以保护其自身的高度机密信息的措施，并在本协议终止时删除收到的所有机密信息。

- 9.2 Confidential Information shall not include information that (a) is or becomes public without violation of this SLMA; or (b) was known by Licensee prior to AF-CN's disclosure of such information to Licensee as evidenced by written records; or (c) is disclosed to Licensee without any obligation of confidentiality by a third party lawfully in possession of such information.

保密信息不应包括以下信息：(a) 在不违反本协议的情况下公开或成为公开信息；或 (b) 在 AF-CN 向被许可方披露此类信息之前被被许可方知晓，并有书面记录为证；或 (c) 由合法拥有此类信息的第三方在不承担任何保密义务的情况下披露给被许可方。

- 9.3 Injunctive Relief. Licensee acknowledges that violation or threatened violation of its confidentiality obligations would cause AF-CN or any Affiliate substantial and irreparable harm, which in addition to any other available remedies would entitle AF-CN or an Affiliate to seek injunctive relief.

禁令救济。被许可方承认，违反或可能违反其保密义务将对 AF-CN 或任何关联公司造成重大且无法弥补的损害，除任何其他可用的补救措施外，AF-CN 或关联公司有权寻求禁令救济。

- 9.4 The confidentiality obligation as set out in this Section 9 shall continue as long as this SLMA remains in force and shall survive the termination or expiration of this SLMA for a period of five (5) years.

本第 9 节规定的保密义务在本协议有效期间应持续有效，并且在本协议终止或到期后五（5）年内仍然有效。

10. Term and Termination

期限和终止

- 10.1 **Term** This SLMA comes into force as of the date it is duly executed by both parties ("Effective Date") and will last to the end date of the License Period/s agreed upon between the parties, as specified in the respective Contract(s) or to the termination date according to Sections 10.2 hereafter

期限：本协议自双方正式签署之日（“生效日”）起生效，并将持续有效至双方在一份或多份相关合同中约定的最后一个许可期限届满之日。若本协议根据第 10.2 条终止，则其有效期截至该等终止之日止。

- 10.2 **Termination for cause:** Each party may terminate this SLMA in the event of a material breach by the other party that is not cured within thirty (30) days after receipt of written notice of such breach. Notwithstanding the foregoing, each party may terminate this SLMA without a cure period in the event that a default is non-curable or if the other party becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

因故终止：若另一方发生重大违约，且在收到书面违约通知后三十（30）天内仍未补救，则各方均可终止本协议。尽管有上述规定，若违约不可补救，或另一方破产或根据任何破产法自愿或非自愿寻求保护，则各方均可终止本协议，而无需补救期。

- 10.3 **Consequences of Termination:** In case of termination all amounts accrued shall become immediately due and payable and any license granted hereunder shall automatically terminate. Licensee shall immediately stop Using the Licensed Product and destroy all copies, including partial copies of Licensed Product, and give written certification of such destruction to AF-CN or, upon AF-CN's respective request return the Licensed Product. In case of termination for cause by Licensee, AF-CN shall refund to Licensee fees that were paid in advance for the respective license period on a linearly pro-rated basis. In all other cases, any amounts paid by Licensee under this Agreement will remain with AF-CN.

终止的后果：在终止的情况下，所有应计金额应立即到期并支付，根据本协议授予的任何许可应自动终止。被许可方应立即停止使用许可产品并销毁所有副本，包括许可产品的部分副本，并向 AF-CN 提供销毁的书面证明，或应 AF-CN 的要求返还许可产品。若被许可方有理由终止许可，AF-CN 将按线性比例退还被许可方在相应许可期内预付的费用。在所有其他情况下，被许可方根据本协议支付的任何款项将归 AF-CN 所有。

11. Personal Information Protection

个人信息保护

- 11.1 Either party may provide personal information to the other party during the execution of the Contract and this SLMA. The party providing personal information is hereinafter

referred to as “Personal Information Provider”, the party receiving personal information is hereinafter referred to as “Personal Information Recipient”.

双方在履行合同及本协议时，任意一方均可能向另一方提供个人信息。提供个人信息的一方在下文简称为“个人信息提供方”，接收个人信息的一方为“个人信息接收方”。

- 11.2 The Personal Information Recipient shall strictly comply with the Personal Information Protection Law of the People’s Republic of China (“Personal Information Protection Law”) when processing personal information provided by the Personal Information Provider during the execution of the Contract and this SLMA.

个人信息接收方在履行合同及本协议时处理个人信息提供方提供的个人信息，应当严格遵守《中华人民共和国个人信息保护法》（“《个人信息保护法》”）的要求。

- 11.3 The Personal Information Provider confirms that it has obtained the voluntary, expressive, and fully informed separate consent from the personal information subjects, or fulfilled the other requirements of the laws and administrative regulations (if applicable) with respect to its provision of personal information to the Personal Information Recipient according to the Personal Information Protection Law.

个人信息提供方确认，其向个人信息接收方提供个人信息的行为已根据《个人信息保护法》的要求取得了个人信息主体在充分知情的前提下自愿、明确作出的单独同意或满足法律、行政法规的其他要求（如适用）。

- 11.4 The Personal Information Recipient shall not transfer any of the Personal Information Provider’s personal information that it received during the execution of the Contract and this SLMA to any third parties unless (1) the Personal Information Recipient has complied with the preconditions required by the Personal Information Protection Law relating to the provision of personal information to third parties, including but not limited to conducting prior personal information protection assessment, passing security assessments for outbound data transfer, obtaining the personal information protection certification, concluding standard contracts with the overseas recipient and etc., if applicable; and (2) the third party and circumstances that personal information is provided to such third party (including the name and the country/region of the third party, purpose of the provision to the third party and category of personal information provided) have been explained in writing to the Personal Information Provider and the consent of the Personal Information Provider has been obtained.

个人信息接收方不得将其因履行合同及本协议而接收到的、个人信息提供方的个人信息向任何第三方提供，除非(1) 个人信息接收方遵循《中华人民共和国个人信息保护法》的规定完成了向第三方提供个人信息的前置条件，包括但不限于进行事前个人信息保护影响评估、通过数据出境安全评估、获得个人信息保护认证、与境外接收方订立标准合同等（如适用）。(2)该第三方与向第三方提供个人信息的情形（包括该第三方的名称、所在国/地区、提供信息的目的及提供信息的类型）已经通过书面方式向个人信息提供方说明并取得了个人信息提供方的同意。

- 11.5 Where personal information received has been or may be leaked, tampered with, or lost, such Personal Information Recipient shall immediately take remedial measures and notify the department that performs personal information protection duties and the Personal Information Provider. Such Personal Information Recipient shall, at its own expense, make all reasonable efforts to avoid, as far as possible, harm caused and shall legal liabilities in connection therewith.

当接收的个人信息发生或可能发生个人信息泄露、篡改、丢失的，该个人信息接收方应当立即采取补救措施，并通知履行个人信息保护职责的部门和个人信息提供方。该个人信息接收方应当自费作出所有合理努力，尽可能避免所造成的危害，并承担与之有关的法律责任。

- 11.6 The Personal Information Recipient shall determine a contact method to respond to inquiries or complaints regarding the processing of personal information and shall process inquiries or complaints from the personal information subjects in a timely manner. The Personal Information Recipient shall clearly inform the Personal Information Provider of such contact method in writing.

个人信息接收方应当确定一个联系方式答复有关个人信息处理的询问或者投诉，并应当及时处理个人信息主体的询问或者投诉。个人信息接收方应通过书面方式向个人信息提供方明确告知该联系方式。

- 11.7 If the Personal Information Recipient infringes on any personal information provided by the Personal Information Provider, claims, administrative penalties, and lawsuits arising therefrom shall be solely borne by such Personal Information Recipient and it shall indemnify the Personal Information Provider for reasonable damages, fines, litigation fees and other related expenses incurred by the Personal Information Provider as a result of such infringement.

若个人信息接收方对个人信息提供方提供的个人信息有侵权行为，由此引起的索赔、行政处罚和诉讼均由个人信息接收方独自承担，并赔偿个人信息提供方因此产生的合理损害赔偿、罚款、诉讼费及其他相关费用。

- 11.8 The Personal Information Provider shall indemnify and defend the Personal Information Recipient from and against any liability that may be derived and any damage that the Personal Information Recipient may suffer as a consequence of its violation of this personal information protection clause or failure by the Personal Information Provider to comply with the provisions of the relevant laws and regulations.

个人信息提供方应对个人信息接收方因个人信息提供方违反本个人信息保护条款或未能遵守相关法律规定而可能产生的任何责任以及损害进行赔偿和辩护。

- 11.9 Upon expiry or termination of the Contract and this SLMA, the Personal Information Recipient shall destroy within thirty (30) days upon a written request from the Personal Information Provider all copies, all documents, and any materials (with any medium) containing, summarizing, or embodying the personal information provided by the Personal Information Provider or any part thereof that are under the control of the Personal Information Recipient, no backups should be kept, unless otherwise required by law.

合同及本协议到期或终止后，个人信息接收方应在个人信息提供方提出书面要求的三十（30）日内销毁在个人信息接收方控制之下的所有包含、总结或体现个人信息提供方提供的个人信息或其任何部分的所有副本、所有文件和任何材料（任何媒介），不得保留任何备份，除非法律另有要求。

- 11.10 AF-CN may transfer the personal basic information such as name, phone number, email address, WeChat account, position that it received from the Personal Information Provider during the execution of the Contract and this SLMA to AutoForm Engineering GmbH located in Switzerland for the purpose of sales and customer support. Inquiries or complaints regarding the processing of personal information by AF-CN can be sent to privacy@autoform.cn.

Licensee agrees that AF-CN stores and uses all data and information required for or resulting from the business relationship between the parties (including but not limited to contractual documents and information about Licensee and Licensee's auxiliary persons) as necessary for due performance of the SLMA. Such data may be stored and used in and outside Licensee's country of incorporation and it may be disclosed to affiliated companies of AF-CN for providing services, fulfilment of legal requirements or for AF internal audit and/or supervisory requirements; to the extent AF-CN processes

personal information within the meaning of Art. 4 no. 1 of Personal Information Protection Law of the People's Republic of China AF complies with all applicable laws and regulations regarding the protection of personal information. The processing of personal information is described in AF-CN's customer privacy policy as available under <https://www.autoform.com/en/legal/customerdataprivacy/>). Licensee shall provide this customer privacy policy to any of its Users of the Software Product.

出于销售与客户支持的目的，AF-CN 可能会将其在履行合同及本协议期间从个人信息提供方获得的姓名、电话号码、邮箱地址、微信账号、职位等个人基本信息向位于瑞士的 AutoForm Engineering GmbH 公司提供。针对 AF-CN 个人信息处理的询问或者投诉，可以发送邮件至 privacy@autoform.cn。

被许可方同意，AF-CN 存储和使用双方业务关系所需或由此产生的所有数据和信息（包括但不限于合同文件和有关被许可方及其辅助人员的信息），以适当履行本协议。该等数据可在被许可方的注册国境内外存储和使用，并可向 AF-CN 的关联公司披露，以提供服务、履行法律要求或用于 AF 内部审计和/或监管要求；在 AF-CN 处理《中华人民共和国个人信息保护法》第 4 条第 1 款中定义的个人信息的范围内，AF 遵循所有适用的关于个人信息保护的法律法规。个人信息处理详见 AF-CN 的客户隐私政策(详见 <https://www.autoform.com/en/legal/customerdataprivacy/>)。被许可方应向其软件产品的任何用户提供本客户隐私政策。

12. General Provisions

一般条款

- 12.1 Any provision of this SLMA held to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be deemed severed from this SLMA and shall not affect the validity and enforceability of the remaining clauses. The parties agree to promptly attempt to reach an agreement on a substitute clause.

本协议的任何条款若被有管辖权的法院认定为无效、非法或不可执行，则应视为与本协议分离，且不影响其余条款的有效性和可执行性。双方同意立即尝试就替代条款达成协议。

- 12.2 Any provisions which by their nature may be reasonably inferred to have been intended to survive termination shall survive as enforceable rights and obligations.

任何根据其性质可合理推断为意在终止后继续有效的条款，应作为可强制执行的权利和义务继续有效。

- 12.3 This SLMA including any Contract that exists at the Effective Date or that may be concluded later is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party.

本协议及在生效日已经生效或此后双方签署的任何合同，共同构成双方就本协议项下相关事项达成的完整协议，并取代任何一方之前的所有口头或书面的理解、文字、提案、陈述或沟通。

- 12.4 This SLMA may be amended only in writing and if duly signed by both parties.

本协议只能以书面形式修订，且须经双方正式签署。

- 12.5 This SLMA is in English and Chinese language. The Chinese version shall be only for information and the English version shall be the binding one.

本协议的语言为中英双语。中文版本的协议仅用于提供信息，具有法律约束力的仍是英语版本。

- 12.6 This SLMA is governed by **Chinese law**, without regard to conflicts of law principles. All disputes arising out of or in connection with this SLMA shall be settled by the court of AF-CN's legal address. The breaching Party shall reimburse the non-breaching Party for all reasonable costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees, court fees, arbitration costs, asset preservation fees, notarization fees, expert fees, and travel expenses.

本协议受中华人民共和国法律管辖，不考虑法律原则冲突。因本协议引起的或与之相关的所有争议应由 **AF-CN** 法定地址的法院解决。违约方应承担守约方因此发生的全部合理费用，包括但不限于律师费、诉讼费、仲裁费、财产保全费、公证费、鉴定费及差旅费等。