

## DASSAULT SYSTEMES

## CUSTOMER EVALUATION LICENSE AND ONLINE SERVICES AGREEMENT

## 客戶評估授權暨線上服務合約

This Customer Evaluation License and Online Services Agreement is made by and between the customer (“**Customer**”) and the DASSAULT SYSTEMES group legal entity (“**3DS**” or “**DS**”), as both are identified in the Transaction Document. This Agreement is accepted by Customer by signing or otherwise accepting a Transaction Document referencing this Agreement or by other electronic means permitted by 3DS, such as click-to-accept and electronic signature. The parties agree as follows:

本評估授權合約係由交易文件內所指之客戶（下稱「**客戶**」）與 DASSAULT SYSTEMES 集團法律實體（下稱「**3DS** 或 **DS**」）所簽署。本合約由客戶透過簽署或以其他方式接受引述本合約的交易文件而接受，或以 3DS 允許之其他電子方式（包括點擊接受和電子簽名）接受。雙方當事人同意如下：

GENERAL TERMS一般條款

## 1. Definitions

## 1. 定義

**3DS Group Company** (or **DS Group Company**) means Dassault Systèmes, a French “société européenne” or any entity which Dassault Systèmes, directly or indirectly, (i) owns more than 50% of the outstanding equity or ownership interest, or (ii) has the power to designate the managing authority.

**3DS 集團公司** (或 **DS 集團公司**) 意指 Dassault Systèmes（一家法國之歐洲公司）或 Dassault Systèmes 直接或間接 (i) 持有 50% 以上已發行股數或股東權益；或 (ii) 有權指定管理團隊之任何實體。

**3DS Offering** (or **DS Offering**) means one or more Licensed Programs and/or Online Services and/or Packaged Offerings.

**3DS 產品** (或 **DS 產品**) 意指一個或多個授權程式及/或線上服務及/或產品套組。

**3DS Website Terms** means the Product Portfolio, the Data Processing Exhibit and the relevant Third Party Terms located at the website available at [www.3ds.com/terms](http://www.3ds.com/terms).

**DS 網站條款**意指網站 <http://www.3ds.com/terms> 上的產品組合、資料處理附件及相關第三方條款。

**Agreement** means these terms, the Transaction Document and the terms contained in the 3DS Website Terms referenced herein.

**本合約**意指本合約條款、交易文件及本合約引述之 3DS 網站條款中包含的條款。

**Applicable Data Protection Legislation** means any applicable data privacy law and all other regulations that may apply to the Processing of Personal Data provided by Customer.

**資料保護相關法規**意指任何適用於資料隱私的法律及其他得以適用於處理客戶提供的個人資料的規範。

**Controller, Data Subject, Personal Data, Personal Data Breach, Process/Processing, Processor, and Supervisory Authority** when used in the appropriate context, shall have the same meaning as in the Applicable Data Protection Legislation. If the preceding terms are not defined in the Applicable Data Protection Legislation, then such terms as used in this Agreement shall have the same meaning as their analogous terms under the Applicable Data Protection Legislation. In the event there are no such analogous terms, then the definitions of those terms under Regulation (EU) 2016/679 (General Data Protection Regulation) shall apply.

**控制方、資料主體、個人資料、個人資料洩露、處理、處理方和監管機構**在相關上下文中使用時，應具有與資料保護相關法規中相同的含義。若資料保護相關法規對該等術語未作定義，則該等術語在本合約中使用時應具有與資料保護相關法規中類似術語相同的含義。若无類似術語，則應適用該等術語在歐盟第 2016/679 號規則（《一般資料保護規則》）中的定義。

**Controlled Data** means any information : (i) required for the development, production, assembly, operation, repair, test, maintenance, or modification of an item, in any tangible or intangible form, (including but not limited to written or oral communications, designs, computer-aided design files, plans, models, photographs, instructions, engineering designs and specifications) falling in any category of the list of controlled items of any Export Control Regulations; (ii) subject to cybersecurity regulatory requirements on information technology systems used for its storage or transfer.

**受控資料**意指以下任何資訊：(i) 屬於任何適用的出口法規管制物品清單中任何類別的、以有形或無形方式存在的物項之開發、生產、組裝、操作、修理、測試、維護或修改所需的資訊（包括但不限於書面或口頭溝通、設計、計算機輔助設計文檔、計劃、模型、照片、說明、工程設計和規格）；和/或 (ii) 對於其儲存或傳輸的資訊技術系統有網絡安全監管要求的資訊。

**Customer Data** means the data provided by Customer or collected by 3DS, through Customer's use of the Online Services, including any Personal Data.

**Data Processing Exhibit** means the terms published in the 3DS Website Terms applicable to the Processing of Personal Data by 3DS when 3DS is acting as Processor on behalf of Customer.

**Documentation** means the current user documentation in any form or media as delivered together with the 3DS Offering for use in connection with the 3DS Offering.

**Effective Date** means (i) for a Licensed Program, the later of the following (x) the date on which such Licensed Program is shipped or made available electronically to Customer or, if applicable, (y) the date on which Customer is informed by 3DS that the associated license key can be requested or is available, or (ii) for Online Services, the date of delivery of the Online Services as described in Section 3.

**Export Control Regulations** means all applicable export control laws and regulations, and sanctions programs worldwide, including but not limited to the United States Export Administration Regulations (EAR) and the Office of Foreign Assets Control (OFAC) Specially Designated Nationals sanctions, and the European Union Council Regulation (EU) No 2021/821.

**Licensed Program** means (i) any data processing program and content, including databases and digital models for which a license is provided to Customer pursuant to a Transaction Document and (ii) associated Documentation.

**Machine** means a device on which a 3DS Offering is executed and which is either (1) (i) (a) belonging to Customer or under its sole control or supervision and (b) located on Customer's premises or according to Teleworking conditions, or (ii) authorized by Customer according to its own information technology charter or equivalent whereby third party devices (such as Users own devices) are specifically authorized, or (2) operated by a third party service provider as specifically authorized in the Agreement solely for and on behalf of Customer.

**Named User** means a User identified with a unique username and password to use the 3DS Offering from a single machine at any given time.

**Online Services** means online access to, and use of, Licensed Program and/or other related services, as may be updated by 3DS from time to time and ordered by Customer pursuant to a Transaction Document. Online Services may also include certain Licensed Programs for which on-premises installation may be required.

**Packaged Offering** means a 3DS Offering composed of multiple Licensed Programs and/or Online Services as defined in the product portfolio available in the 3DS Website Terms, and ordered by Customer pursuant to a Transaction Document, provided that each Licensed Program or Online Service comprising a Packaged Offering shall be governed by all of the terms and conditions of this Agreement applicable to it respectively.

**Sub-Processor** means any Processor appointed by 3DS or by any other Sub-Processor of 3DS that receives, from 3DS or from any other Sub-Processor of 3DS, Personal Data for the Processing activities to be carried out on behalf of Customer in accordance with the terms of this Agreement and the terms of a written subcontract if applicable.

**客戶資料**意指透過客戶使用線上服務而由客戶提供的或由 3DS 蒐集的資料，包括任何個人資料。

**資料處理附件**意指 3DS 網站條款中發布的條款，適用於 3DS 代表客戶作為處理方處理個人資料。

**說明文件**意指以任何形式或媒體承載，連同 3DS 產品一併交付之當期使用說明手冊，以供使用 3DS 產品時參考之用。

**生效日**意指 (i) 對於授權程式：於下列 (x) 或 (y) 時點，兩者較晚發生時為準：(x) 授權程式交寄時或客戶得以電子方式使用時，或，於適用之情況下 (y) 由 3DS 通知客戶相關授權碼已可索取或可使用時；或 (ii) 對於線上服務：依本合約第 3 條交付線上服務時。

**出口管制法規**意指所有適用的出口管制法律和法規以及全球範圍的制裁方案，包括但不限於美國《出口管理規則》(EAR) 和海外資產控制辦公室 (OFAC) 特別指定的國民制裁措施和歐盟理事會規則 (EU) 2021/821。

**授權程式**意指 (i) 依交易文件提供給客戶授權之任何資料處理程式和內容，包括資料庫和數位模型及 (ii) 相關說明文件。

**機器**意指在其上執行 DS 產品的設備，該設備：(1) (i) (a) 屬於客戶或獨受客戶控制或監管，且 (b) 位於客戶場所或根據遠程工作條件工作，或 (ii) 由客戶根據其自身資訊技術條款或同等條款作出授權 (第三方設備 (如使用者自身設備) 據此獲得特別授權)；或 (2) 由本合約項下特別授權的第三方服務提供商完全為並代表客戶運營。

**指名使用者**意指以獨特之使用者名稱及密碼辨識，可在任何给定时间从單台機器使用 3DS 產品之使用者。

**線上服務**意指 3DS 得隨時更新且客戶得依照交易文件訂購之在線上訪問或使用授權程式或其他相關的服務。線上服務可能包含特定需要到現場安裝之授權程式。

**產品套組**意指由客戶根據交易文件訂購的、包含多個授權程式和/或線上服務的 3DS 產品 (詳見 3DS 網站條款中列出的產品組合)，惟前提係構成產品套組的每一個授權程式或線上服務應分別受本合約中對其適用的所有條款和條件的約束。

**分處理方**意指 3DS 或 3DS 任何其他分處理方指定的、為代表客戶根據本合約條款及書面分包契約條款 (如適用) 從事處理活動而從 3DS 處或 3DS 任何其他分處理方處接收個人資料的任何處理方。

**Teleworking** means any program authorized by and for the benefit of Customer to enable its employees to work outside its own premises, using information and communication technology.

Any use of 3DS Offerings while Teleworking is authorized if all of the following conditions are at all times met: (a) Customer's employees do so on Machine(s) connected to Customer's network (e.g. via Virtual Private Network), (b) Customer is able to provide access to such Machine(s) during a compliance verification according to the Agreement, and (c) Customer's employees use the 3DS Offerings for Customer's exclusive internal needs.

**Transaction Document** means the form provided by 3DS (which may be online) referencing this Agreement, signed or otherwise accepted by Customer and accepted by 3DS which identifies the 3DS Offering ordered by Customer and includes other information such as the quantities thereof, duration, geographical scope and the 3DS Group Company serving as the licensor or service provider and Customer information.

**User** means any (a) Customer's employee, or (b) employee of Customer's consultant(s) or subcontractor(s) (i) who accesses a 3DS Offering, (ii) who works for the exclusive internal needs of Customer and (iii) whose usual workplace is located within Customer's premises. Subject to the terms and conditions of this Agreement, including without limitation, export-related obligations, Customer's employee may also work according to Teleworking conditions.

Whenever required by the context hereof, the terms herein apply equally to the singular and plural forms of the terms and expressions defined.

## 2. License and Use Rights

**2.1. Grant.** 3DS grants Customer, from the Effective Date, a temporary, free of charge, non-exclusive and non-transferable right to access and use the 3DS Offering identified in the Transaction Document, for the duration identified in the Transaction Document and solely for the purpose of evaluating such 3DS Offering and specifically excluding any production, commercial, or training purpose. Customer may (i) make and install the necessary number of copies of the applicable Licensed Program for which on-premises installation is required, and (ii) make one copy for back-up purposes of each Licensed Program for which on premise installation is required.

The Licensed Programs may (i) be used only in the country where the license has been ordered by Customer, (ii) be executed only on, or accessed by, Machines, and (iii) if applicable, be only for the maximum number of Users, Named Users or maximum use authorized through tokens, as described in the Transaction Document.

The Online Services may be used only for the maximum number of Named Users, as described in the Transaction Document. This Agreement shall not contain, nor shall be supplemented by any service level agreement.

**2.2. Scope.** Customer agrees to operate each 3DS Offering in accordance with (i) the terms and provisions of this Agreement and the Documentation for such 3DS Offering, and (ii) any specific third party terms published at 3DS Website Terms that apply to such 3DS Offering. Customer agrees to ensure that its authorized Users comply with such terms and provisions.

**遠程工作**是指由客戶作出授權且為客戶利益而作出授權，使其員工能夠在其自有的場所外使用資訊和通信技術工作的任何計劃。

若始終滿足以下所有條件，則授權遠程工作期間 3DS 產品的任何使用：(a) 客戶的員工在連接到客戶網路的機器上使用（例如通過虛擬專用網路），(b) 在根據合約進行合規性驗證時客戶能夠提供對此類機器的訪問許可權，以及 (c) 客戶的員工僅為滿足客戶內部需求使用 3DS 產品。

**交易文件**意指由 3DS 提供、引述本合約、由客戶簽署或以其他方式接受並經 3DS 接受之文件（可能是線上文件），載明客戶所訂購之 3DS 產品和其他資訊，如其等之數量、應付費用、期間、地理範圍、3DS 集團公司為授權者或服務提供者及客戶資訊等。

**使用者**意指 (a) 客戶的任何員工，或 (b) 客戶顧問或客戶分包商的任何員工，該等人員 (i) 對 3DS 產品進行訪問，(ii) 僅為滿足客戶內部需求而工作，且 (iii) 其通常的工作場所位於客戶場所內。在遵守本合約條款和條件（包括但不限於出口相關義務）的前提下，客戶員工也得根據遠程工作條件工作。

在本合約上下文需要時，本合約中的條款同等適用於所定義的術語和表達的單數和複數形式。

## 2. 授權與使用權

**2.1. 授權。**自生效日起，3DS 授予客戶一暫時、免費、非專屬且不得轉讓之權利，使客戶得以在交易文件所指存續期間內，基於對 3DS 產品進行評估之唯一目的，存取及使用該交易文件中所指 3DS 產品，並明確排除客戶將其用於生產商業或培訓用途之權利。客戶得 (i) 就需要在現場安裝者，製作並安裝相關授權程式所需數量之複本，及 (ii) 就需要在現場安裝者，基於備份之目的為每一個授權程式製作一份副本。

該授權程式 (i) 僅得於客戶訂購授權所在之國家境內使用，(ii) 僅得在機器上執行或由機器存取，以及 (iii) 於適用時，僅得供交易文件所載最大數量之使用者、指名使用者使用，或僅得依該交易文件所載最大授權使用數使用。

線上服務僅得供交易文件所載最大數量之指名使用者使用。本合約應不得包含任何服務層級合約，亦不得以任何服務層級合約補充。

**2.2. 範圍。**客戶同意將依照 (i) 本合約及此類 DS 產品之說明文件載明之條款，及 (ii) 公布於 3DS 網站條款之適用於此類 3DS 產品之第三方特別條款操作 3DS 產品。客戶同意將確保經其授權之使用者會遵守各該條款與約款。

Other than as expressly set forth herein, Customer acknowledges and agrees that 3DS shall have no obligation to provide any other services, support or maintenance for the 3DS Offering under this Agreement. No rights, including, without limitation, any right to use, reproduce or display, other than those specifically provided in this Agreement are granted to Customer. Except to the extent permitted by applicable law, Customer shall not modify, adapt, reverse engineer, decompile, disassemble or otherwise translate all or part of any 3DS Offering, and shall not provide, disclose or transmit any results of tests or benchmarks related to any 3DS Offering to any third party.

### 3. Delivery

3DS Offerings will be delivered or made available to Customer electronically. Electronic delivery will be made by providing Customer with the necessary information to access the Online Services and/or download the Licensed Program. Customer is responsible for accessing 3DS's website and downloading the Licensed Program.

### 4. Intellectual Property

3DS and/or its suppliers retain ownership in all intellectual property rights in all 3DS Offerings and all modifications, or other derivative works thereof. Licensed Programs are licensed, not sold. Customer shall preserve and reproduce all copyright, patent and trademark notices which appear in any 3DS Offering or any copy thereof. Customer shall keep full, true and accurate records of all copies of the Licensed Programs, which records shall be available for audit by 3DS. Customer recognizes that the methodologies and techniques contained in or expressed within the 3DS Offerings are proprietary information or trade secrets of 3DS and/or its suppliers, whether or not marked as "confidential". Customer shall treat such as confidential information and not disclose them.

### 5. Warranty, Limitation of Liability, Risk of Use and Indemnity

THE 3DS OFFERINGS ARE MADE AVAILABLE ON AN "AS IS" BASIS, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

3DS AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, THAT IN ANY WAY RELATE TO THIS AGREEMENT, ANY 3DS OFFERING, DOCUMENTATION OR SERVICES, WHETHER OR NOT 3DS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER'S USE OF 3DS OFFERINGS SHALL BE AT CUSTOMER'S SOLE RISK. CUSTOMER SHALL INDEMNIFY AND HOLD 3DS AND ITS LICENSORS HARMLESS FROM ANY AND ALL LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF THIS AGREEMENT OR CUSTOMER'S USE OF 3DS OFFERINGS UNDER THIS AGREEMENT.

除於本合約載明者外，客戶承認並同意 3DS 並無義務依本合約為 3DS 產品提供其他任何服務、支援或維護。除於本合約載明者外，本合約並未將任何權利，包括但不限於使用、重製或展示之權利授與客戶。除相關法令許可之範圍外，就任何 3DS 產品所為的全部或一部逆向工程、反編譯、反彙編、改編或解譯。其亦不得向任何第三方提供、揭露或傳送與任何 3DS 產品有關之測試結果或標竿測試結果。

### 3. 交付

3DS 產品將以電子方式交付或提供給客戶。電子交付係提供客戶必要資訊以利客戶訪問線上服務及/或下載授權程式。客戶須自行進入 3DS 官方網站並下載授權程式。

### 4. 智慧財產

3DS 及/或其供應商保留所有 3DS 產品及其所有修改或其他衍生作品之一切智慧財產權。授權程式僅提供授權並非賣斷。客戶應將 3DS 產品中出現之所有著作權、專利和商標聲明，保留及複製於授權程式或其任何複本。客戶應為授權程式的所有複本製作完整、真實且準確的紀錄。這項紀錄應可提供給 3DS 進行查核。客戶瞭解，3DS 產品所含或所述之方法和技術，不論是否以「機密」標示之，均為 3DS 和/或其供應商之專屬資訊或營業秘密，客戶應將該等資料視為機密資訊，且不得予以揭露。

### 5. 保證、責任限制、使用風險與補償

3DS 產品係「依現況」提供，且在適用法律許可之範圍內，不為任何明示或暗示、口頭或書面保證，此包括但不限於對適售性、特定用途之適用性、權源，和未侵害他人權利等所為之任何暗示保證。

3DS 及其授權人就直接、間接、偶發、衍生性損害或懲罰性賠償皆不負賠償責任。此包括但不限於針對利潤損失、業務干擾或資料喪失及以任何方式與本合約、任何 3DS 產品、說明文件或服務有關連之法律上請求，不論 3DS 是否曾被告知發生此類賠償之可能性。

就使用 3DS 產品之行為，客戶應獨自承擔其風險。對於因本合約或客戶依本合約使用 3DS 產品所產生的任何及一切賠償責任或費用（包括合理的律師費用），客戶應對 3DS 及其授權人給予賠償並使其不因此受到損害。

## 6. Term and Termination

**6.1. Term.** This Agreement remains in effect for the term specified in the Transaction Document, unless terminated earlier by either party hereto, with or without grounds, upon written notice to the other party.

**6.2. Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, or of any licenses granted or any Online Services provided hereunder, Customer shall immediately destroy or return all copies of the terminated or expired Licensed Programs and associated Documentation in their entirety and shall no longer have access to the Online Services.

## 7. Additional Terms for Online Services

**Customer Data.** All Customer Data will remain the sole property of Customer or the authorized Users that posted such Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and obtaining copyright permissions for all Customer Data. Subject to the terms and conditions of this Agreement, Customer grants to 3DS a non-exclusive license to use, copy, store and transmit Customer Data and have Customer Data used, copied, stored and transmitted by 3DS's Group Companies and 3DS's subcontractors, to the extent reasonably necessary to provide, maintain and improve the Online Services. Customer shall defend the 3DS Group Companies against all third party claims arising from or relating to (i) Customer's use of the Online Services in violation of applicable laws or regulations, and/or (ii) any violation, infringement or misappropriation of the rights of a third party resulting from the Customer Data, and shall pay all costs, damages and expenses (including reasonable legal fees) finally awarded against 3DS by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Customer arising out of such claim, provided (i) 3DS provides Customer with prompt written notice of the claim, and (ii) 3DS gives Customer sole control of the defense of the claim and any related settlement discussions and provides reasonable cooperation in the defense and settlement of the claim.

Customer undertakes to abstain from, and shall ensure that all Users abstain from, processing, storing or uploading on its data sharing environment any confidential information or confidential data.

3DS may destroy Customer Data without notice upon expiration or termination of this Agreement.

## 8. Export

**8.1. Export Regulations.** 3DS Offerings and related Documentation are subject to Export Control Regulations concerning (i) their export, import, re-export and in-country transfer, (ii) their intended end use by Customer, and (iii) the receipt, use, storage and/or export of Controlled Data. In the event of any conflict between Export Control Regulations, for purposes of the Agreement, the most restrictive law shall prevail.

**8.2. Licenses/Authorizations.** 3DS, any 3DS Group Company and their licensors shall not be liable if authorizations, licenses and approvals, required for export to Customer under Export Control Regulations, are not sought or obtained.

## 6. 效期與終止

**6.1. 效期。** 除經任一方當事人，具或不具理由，以書面通知他方當事人提前終止本合約者外，本合約應於交易文件所載期間內生其效力。

**6.2. 到期或終止效力。** 於本合約或任何依本合約授與之授權或提供之任何線上服務到期或終止時，客戶須立即全數銷毀或交還相關授權程式之所有複本及相關說明文件，並不再存取使用線上服務。

## 7. 線上服務附加條款

**客戶資料。** 客戶本人或由有權使用者張貼之任何客戶資料，在法律許可之範圍內，仍為客戶或該使用者專有之財產。客戶應對所有客戶資料之準確性、品質、完整性、合法性、可靠性、適當性及著作權許可之取得自行負責。依據本合約之條款與條件，客戶授予 3DS 一非專屬授權，使其得在提供、維持及更新線上服務之合理必要範圍內，使用、複製、儲存及傳送客戶資料。客戶瞭解並同意 3DS 集團公司員工及 3DS 轉包商可在履行本合約時存取客戶資料。若：(i) 3DS 即時提供客戶關於索償之書面通知；及 (ii) 3DS 給予客戶主導所有針對索償及相關和解協商之辯護行動，並於辯護與協商過程提供合理協助，則客戶應保護 3DS 集團公司不會因下列原因而遭第三方索償：(i) 客戶使用線上服務違反相關法規，及/或 (ii) 任何客戶資料違反、侵害或侵佔第三方之權利。客戶並應支付管轄法院最終判決 3DS 應負擔，或客戶因簽訂書面索償和解協議同意支付之所有成本、損失及費用（包括合理之法律費用）。

客戶保證會避免，並應確保所有使用者皆會避免在其資料分享環境中處理、儲放或上傳任何機密資訊或機密資料。

3DS 得於本合約到期或終止時，不經通知便銷毀客戶資料。

## 8. 出口

**8.1. 出口法規。** 3DS 產品和相關說明文件應符合與 (i) 其出口、進口、轉出口及國內轉移、(ii) 客戶預期的最終用途以及 (iii) 受控資料的接收、使用、儲存和/或出口有關的出口管制法規。若出口管制法規之間存在任何衝突，則為本合約之目的，應以限制性最強的法律為準。

**8.3. Customer Responsibilities.** Customer shall comply with all applicable Export Control Regulations, and shall not export or re-export, directly or indirectly, any 3DS Offering or related Documentation if such export or re-export requires an export license or other governmental approval pursuant to Export Control Regulations without first obtaining such license or approval. Customer shall not use any 3DS Offering and Documentation in violation of Export Control Regulations, including but not limited to proliferation of any nuclear, chemical or biological weapons or missile delivery systems. Customer shall not divert any 3DS Offering or Documentation to any country, company or individual if prohibited by Export Control Regulations. For that purpose, 3DS shall be entitled at any time to require Customer to: (i) sign a binding end-use form confirming Customer's compliance with Export Control Regulations (in particular as regards the compliant use and absence of diversion of 3DS Offerings), and (ii) provide evidence to authenticate the use of 3DS Offerings in compliance with Export Control Regulations.

**8.4. Online Services.** Customer recognizes that Customer's data may be transferred to, or stored in any country. In the event of export, Customer shall be deemed the exporter of Controlled Data and shall be responsible for compliance with all Export Control Regulations applicable to its data. Customer shall ensure that all users under the Agreement abstain from processing, storing or uploading any Controlled Data on its data sharing environment. The restriction in the foregoing sentence shall not apply to information where the authorization is required solely for export to countries subject to trade sanctions.

**8.5. Applicability.** The export, re-export, and in-country transfer of information provided under the Agreement is subject to compliance with Export Control Regulations. Unless provided for in a separate agreement, the parties shall not disclose or exchange any Controlled Data. The restriction in the foregoing sentence shall not apply to information where the authorization is required solely for export to countries subject to trade sanctions.

**8.6. Compliance.** The obligations of 3DS and any 3DS Group Company under the Agreement shall be subject to and conditioned upon compliance with all applicable Export Control Regulations. 3DS and/or any 3DS Group Company may terminate or suspend at any time the Agreement, all licenses and access to Online Services, provision of 3DS Offerings hereunder, or generally cease or suspend the performance of its obligations under the Agreement, if Customer violates the Export Control Regulations provisions of the Agreement or if performance of the Agreement would cause 3DS and/or any 3DS Group Company to infringe any Export Control Regulations or to be potentially exposed to any sanctions or penalties that could be imposed by any governmental authority as a result of continued performance. Such suspension or termination shall be effective upon written notice as of the date stipulated in that notice.

## 9. Customer Data; Data Privacy

**8.2. 授權/准許。** 若未尋求或未獲得根據出口管制法規向客戶出口所需的准許、授權和批准，3DS、任何 3DS 集團公司及其授權方均不承擔責任。

**8.3. 客戶責任。** 客戶應遵守所有適用的出口管制法規，並且，若出口或轉出口需要根據出口管制法規要求獲得出口授權或其他政府批准而未事前獲得，客戶則不得直接或間接出口或轉出口任何 3DS 產品或相關說明文件。客戶不得將任何 3DS 產品及說明文件用於任何違反出口管制法規的用途，包括但不限於任何核武器、化學或生物武器或導彈運載系統的擴散。若出口管制法規禁止，客戶不得將任何 3DS 產品或說明文件轉移至任何國家、公司或個人。為此，3DS 應有權隨時要求客戶 (i) 簽署具有約束力的最終用途表，確認客戶遵守出口管制法規（特別是關於 3DS 產品合規使用和不得轉移至任何國家、公司或個人），及 (ii) 提供證據以證明 3DS 產品的使用符合出口管制法規。

**8.4. 線上服務。** 客戶確認客戶資料得轉移至或儲存在任何國家。在出口的情況下，客戶應被視為受控資料的出口方，並負責遵守適用於其資料的所有出口管制法規。客戶應確保本合約下的所有使用者避免在其資料共享環境中處理、儲存或上傳任何受控資料。前句中的限制不適用於僅在向受貿易制裁的國家出口時才需要出口授權的資訊。

**8.5. 適用。** 本合約下的資訊出口、轉出口及國內轉移應遵守出口管制法規。除非另有合約約定，雙方不得揭露或交換任何受控資料。前句中的限制不適用於僅在向受貿易制裁的國家出口時才需要出口授權的資訊。

**8.6. 合規。** 3DS 和任何 3DS 集團公司在本合約項下的義務應以符合所有適用的出口管制法規為前提和條件。若客戶違反本合約中的出口管制法規規定，或若履行本合約將導致 3DS 和/或任何 3DS 集團公司違反任何出口管制法規，或若繼續履行本合約將可能致使其遭受到任何政府機構的制裁或處罰，則 3DS 和/或任何 3DS 集團公司得隨時終止或暫停本合約、終止或暫停線上服務的所有授權和訪問權限、終止或暫停供應本合約項下的 3DS 產品，或全面停止或暫停履行本合約項下的義務。該等暫停或終止自書面通知中規定的日期起生效。

## 9. 客戶資料；資料隱私

Each Party acknowledges that, for the Processing of professional contact details required for the management of this Agreement, Customer and 3DS each act as independent Controllers according to their own publicly available privacy policy. 3DS's Privacy Policy is available here: <https://www.3ds.com/privacy-policy>. Each Party undertakes to comply with the Applicable Data Protection Legislation when Processing such Personal Data, including but not limited to, for the management of Data Subjects' requests.

Customer acknowledges and agrees that, as a principle and except when the evaluation of Online Services (which specifically excludes any production, commercial or training purpose) irrefutably requires the Processing by 3DS Personal Data provided by Customer (Customer's Personal Data), Customer shall not transfer to 3DS any Personal Data for its evaluation of Online Services. It is Customer's responsibility to use fake data and/or anonymize any Personal Data prior to any transmission of data to be Processed by 3DS.

When the evaluation of the Online Services, as described in the Transaction Document, irrefutably requires the Processing by 3DS of Customer's Personal Data on behalf of Customer, Customer appoints 3DS as Processor and the Parties agree that 3DS will Process Customer's Personal Data in accordance with Dassault Systèmes Data Processing Exhibit.

Customer acknowledges and agrees that it is and shall at all times remain the sole Data Controller of the Personal Data that will be processed as part of its access to and use of a 3DS Offering and therefore, shall be responsible for complying with all Applicable Data Protection Legislation including, but not limited to, (i) transfer of Personal Data, (ii) information of data subjects and (iii) access, modification and deletion rights of data subjects. 3DS as the Data Processor will collect, store and process the Personal Data in accordance with the Agreement.

## 10. Miscellaneous

**10.1. Notices.** All notices required hereunder shall be in writing and delivered to the other party at its contact address as specified in the relevant Transaction Document. In the case of Customer providing a notice to 3DS, any notice shall include a copy to [legal.notice@3ds.com](mailto:legal.notice@3ds.com). For Online Services, notices may also be delivered by 3DS by e-mail and deemed to have been given twenty-four (24) hours after the time such e-mail is sent to Customer. For 3DS Offerings ordered on the 3DS web store, notices shall be delivered pursuant to the processed defined on such 3DS web store. Notwithstanding the foregoing, where in Section 6.1 a written notice is required, that requirement can be met by exchange of letters, emails or other electronic means for which a process has been provided by 3DS.

**10.2. Force Majeure.** Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from (i) a force majeure event as defined by the law governing this Agreement and the courts in such jurisdiction, or (ii) the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.), or any electrical, utility, or telecommunication outage.

每一方確認，就管理本合約所需的專業聯繫方式的處理而言，客戶和 3DS 各自根據其公開的隱私政策作為獨立的控制方。3DS 的隱私政策見網站：[www.3ds.com/privacy-policy](http://www.3ds.com/privacy-policy)。每一方承諾在處理此類個人資料（包括但不限於管理資料主體的請求）時，遵守資料保護相關法規。

客戶確認並同意，原則上，除非線上服務的評估（明確排除任何生產、商業或培訓目的）不容爭辯地要求 3DS 處理客戶提供的個人資料（客戶個人資料），否則客戶不得將任何個人資料傳輸給 3DS 用於線上服務的評估。在傳輸將由 3DS 處理的資料之前，客戶有責任使用「假」資料和/或對任何個人資料進行匿名化。

當交易文件中描述的線上服務的評估不容爭辯地要求 3DS 代表客戶處理客戶個人資料時，客戶將指定 3DS 為處理方。雙方同意，3DS 將按照達梭系統資料處理附件處理客戶個人資料。

客戶確認並同意其是，並且在任何時候均為個人資料之唯一資料控制方，且該個人資料將作為客戶訪問及使用 3DS 產品的一部份進行處理，故客戶應有責任遵循一切資料保護相關法規，包括但不限於 (i) 個人資料之傳輸；(ii) 資料主體之資訊；及 (iii) 資料主體訪問、修改與刪除的權利。3DS 作為資料處理方將依據本合約進行個人資料之蒐集、儲存及處理。

## 10. 雜項規定

**10.1. 通知。** 本合約項下需要的所有通知應採用書面形式，並按照相關交易文件中規定的聯繫地址交付給另一方。客戶向 3DS 發出的通知應抄送給 [legal.notice@3ds.com](mailto:legal.notice@3ds.com)。就線上服務而言，3DS 可以電子郵件形式遞交通知，且該等通知應在該電子郵件發給客戶後二十四 (24) 小時即被視為已送達。於 3DS 官方網站網路商店訂購之 3DS 產品，依官方網站網路商店之規定送達其通知。

儘管有上述規定，在第 6.1 條項下需要發出書面通知時，得透過信件、電子郵件或 3DS 已提供流程的其他電子方式滿足此項要求。

**10.2. 不可抗力。** 任一方如因下述原因無法履行本合約義務者，毋須承擔責任：(i) 本合約之準據法及司法管轄機關所認定之不可抗力事由所致者，及 (ii) 下列原因：罷工（不論是否事前宣布）、戰爭（不論是否宣戰）、暴動、政府措施、恐怖主義行動、天災（火災、洪水、地震等），任何電力、公用事業或電信服務之中斷。

**10.3. Third Party Hosting.** Customer is authorized to install and use the Licensed Programs remotely on machines operated by a well-established third party service provider and to appoint such provider to host the Licensed Programs solely for and on behalf of Customer; provided, however, that (i) only duly authorized users shall have the right to use the Licensed Programs, (ii) Customer shall ensure that such service provider grants access to the Licensed Programs solely for the purpose of providing the services mentioned above to Customer in compliance with the terms of this Agreement, and (iii) such service provider is not part of a group of companies that provides products or services competing with 3DS Offerings. If Customer becomes aware of any unauthorized access, use, or disclosure of the Licensed Programs, Customer shall immediately terminate the service provider's access to the Licensed Programs and promptly notify 3DS or the relevant 3DS Group Company.

**10.4. Severability.** If any provision of this Agreement is found to be illegal, void, or unenforceable, the other provisions shall remain in full force and effect, and the affected provision will be modified to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

**10.5. Transfer; Assignment; Subcontract.** Any subcontract, assignment, delegation, or other transfer of this Agreement or any right, duty, benefit, or obligation of Customer hereunder (including without limitation by operation of law or by sale of Customer assets, whether directly or by merger, and a change in control of Customer shall be deemed to be an "assignment" for purposes of the foregoing) is subject to 3DS's prior written approval. Any attempt to do so without 3DS consent is void. Any approved transfer of licenses may be subject to an adjustment fee. This Agreement shall be binding upon, and inure to the benefit of 3DS and its successors and assigns. 3DS may assign, delegate, subcontract, or otherwise transfer any of its rights or obligations hereunder, in whole or in part, without Customer's consent.

**10.6. Entire Agreement.** This Agreement comprises the complete agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, and communications, whether oral or written. Customer confirms that it (i) has full knowledge of all terms herein and those incorporated herein by reference, (ii) agrees to be bound by and to comply with such terms, and (iii) in entering into this Agreement, has not relied upon the future availability or functionality or product updates with respect to any 3DS Offering. Any term or condition contained and/or referenced in Customer's purchase order shall not in any way supersede, supplement, or otherwise modify the terms of this Agreement. No waiver or modification of any provision of this Agreement shall be binding unless made in writing and signed by both parties. A party's failure at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce that or any other provision.

**10.7. Amendments & Non-Waiver.** No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made by written amendment signed by both parties. A party's failure at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce that or any other provision.

**10.3. 第三方託管。** 客戶已獲得授權，得在由信譽良好的第三方服務提供者運營的機器上遠端安裝和使用授權程式，並指定該提供者僅代表客戶託管授權程式；惟：(i) 僅正式授權使用者有權使用授權程式；(ii) 客戶應確保該服務提供者僅為按照本合約條款向客戶提供上述服務之目的而授予授權程式的訪問權限；且 (iii) 該服務提供者並非其產品或服務與 3DS 產品形成競爭的集團公司的任何成員公司。若客戶知悉任何對授權程式未經授權的訪問、使用或揭露，客戶應立即終止服務提供者對授權程式的訪問權限。

**10.4. 可分割性。** 若本合約任何條款被認為違法、無效或無法執行，本合約剩餘部份之條款仍應維持相同之效力，並應於最大可能允許之範圍內修正受影響條款使其得以有效執行，以符合雙方當事人原先之真意。

**10.5. 轉移；轉讓；分包。** 對本合約或本合約項下客戶權利、責任、利益或義務的任何分包、轉讓、轉托或轉移（包括但不限於通過合併、控制權變更、收購、剝離、法律施行或賣物出資），均需經 3DS 事先書面批准。未經同意而做出的該等嘗試應歸於無效。本合約應對 3DS 及其繼受人、受讓人具有約束力並視為其利益而簽訂。3DS 可以全部或部分轉讓、轉托、分包或以其他方式轉移其在本合約項下的任何權利或義務，無需客戶同意。

**10.6. 完整合約。** 本合約構成雙方當事人就本合約所涉事項達成之完整協議，並取代先前一切及同時期一切口頭或書面提案、協議、承諾、聲明與溝通。客戶確認其 (i) 已充分瞭解本合約所有條款，及所有本合約引述之條款；(ii) 同意遵循該等條款；及 (iii) 非因任何 3DS 產品未來之功能或產品更新的可用性而締結本合約。客戶採購訂單中包含和/或引述的任何條款或條件不得以任何方式取代、補充或修改本合約的條款。除非以書面形式作出並經雙方簽字，否則對本合約任何條款的棄權或修改不具有約束力。一方在任何時候未要求另一方履行本合約任何規定的，不得以任何方式影響其以後強制執行該規定或任何其他規定的權利。

**10.7. 增補與未為拋棄。** 非經雙方做成書面增補合約並簽署之，本合約任何約款之拋棄、改變、修改或取消不生拘束力。任何一方當事人於任何時刻未能要求他方當事人履行本合約任何條款者，不影響該當事人日後行使該條款或其他條款之權利。



**10.8. Language.** This Agreement is provided in English and may be provided, for informational purposes only, in a language other than English. The English version shall be the only binding and enforceable version of this Agreement.

**10.9. Survival.** The following sections of this Agreement shall survive termination or expiration thereof: Sections 1 (“Definitions”), 2.2 (“Scope”), 4 (“Intellectual Property”), 5 (“Warranty, Limitation of Liability, Risk of Use and Indemnity”), 6.2 (“Effect of Expiration or Termination”), 7 (“Additional Terms for Online Services”), 8 (“Export”), 9 (“Customer Data; Data Privacy”) and 10 (“Miscellaneous”).

**10.10. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of Taiwan, without regard to any conflict of laws principles and excluding application of the United Nations Convention on Contracts for the International Sale of Goods.

All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally decided by the Taiwan Taipei District Court and any appellate court thereof.

Customer acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, 3DS’s right to seek injunctive relief, equitable remedies, or commence preparatory proceedings arising out of, or in connection with, the validity, interpretation and/or performance of this Agreement, or to resolve any dispute involving the ownership of any intellectual property rights, before any competent court in any jurisdiction.

**10.8. 語言。** 本合約係以英文為之，且僅得因資訊需求翻譯為英文之以外語言，但僅供參考之用。英文版應為本合約唯一具有約束力且可執行之版本。

**10.9. 續存條款。** 本合約下列條款於本合約終止或到期後應仍繼續有效：第 1 條（「定義」）、第 2.2 條（「範圍」）、第 4 條（「智慧財產」）、第 5 條（「保證、責任限制、使用風險與補償」）、第 6.2 條（「到期或終止效力」）、第 7 條（「線上服務附加條款」）、第 8 條（「出口」）、第 9 條（「客戶資料；資料隱私」）和第 10 條（「雜項規定」）。

**10.10. 准據法及管轄權。** 本合約應以台灣法律為準據法，並依該法解釋，且以台灣台北地方法院及其上級審為管轄法院而排除任何法律衝突原則之適用，亦排除聯合國國際貨物銷售合同公約之適用。

因本合約所生或與本合約有關之一切爭端，包括本合約之存在、效力或終止，應由台灣台北地方法院及其上訴審為終局解決。

客戶承認並同意前述約款並未阻止、限縮或以其他方式限制 3DS 於任何管轄權法院尋求禁制令、衡平救濟之權利或就本合約之效力、解釋及/或履行進行準備程序，或於提付有管轄權法院前解決涉及智慧財產權所有權之任何紛爭。