

DASSAULT SYSTEMES

CUSTOMER LICENSE AND ONLINE SERVICES AGREEMENT

客戶授權暨線上服務合約

This Customer License and Online Services Agreement is made by and between the customer (“**Customer**”) and the Dassault Systemes legal entity (“**3DS**” or “**DS**”), as both are identified in the applicable 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:

本客戶授權暨線上服務合約係由交易文件內所指之客戶（下稱「**客戶**」）與Dassault Systemes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**

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

3DS Website Terms means the relevant OST, Support Services details, product portfolio, Data Processing Exhibit and SLA located at the website available at www.3ds.com/terms.

Agreement means these terms, the applicable Country Specific Terms, the Transaction Documents, and the terms contained in the 3DS Website Terms referenced herein.

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.

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.

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.

1. 定義

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 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 網站條款意指網站 www.3ds.com/terms 上的相關產品專用條款、支援服務詳情、產品組合、資料處理附件及服務層級合約。

本合約意指本合約條款、適用之當地專用條款、交易文件及本合約引述之 3DS 網站條款中包含的條款。

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。

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。

受控資料意指以下任何資訊： (i) 屬於任何出口管制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）； (ii) 用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。

Country Specific Terms means terms below corresponding to the country in which Customer is located, as such country is identified in the Transaction Document.

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.

Distributor means a third party authorized by 3DS to distribute 3DS Offerings and/or Support Services.

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 (a) the date on which such Licensed Program is shipped or made available electronically to Customer or, if applicable, (b) 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 4.1.

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, (ii) associated Documentation, and (iii) corrective patches and Releases to which a Customer is entitled. A Licensed Program does not include new versions of a Licensed Program, including any successor product which significantly differs in architecture, user interface, or mode of delivery.

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.

OST (Offering Specific Terms) means specific terms applicable to a given Release of a 3DS Offering and published in the 3DS Website Terms. The applicable OST for a specific Release will be the one applicable for the specific Release at the time of the initial delivery. Any OST applicable to a subsequent Release of a 3DS Offering will not, on an overall basis, result in a material increase in Customer's liabilities and obligations or a material decrease in 3DS's liabilities and obligations under this Agreement.

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.

Release means a periodic update of the same major version of a 3DS Offering if and when made generally available to the market.

當地專用條款意指下文與客戶所在國相對應的條款，國別詳見交易文件。

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。

經銷商意指由 3DS 授權經銷 3DS 產品及/或支援服務的第三方。

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 (a) 或 (b) 時點，兩者較晚發生時為準：(a) 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 (b) 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 4.1 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；(ii) 相關說明文件；及 (iii) 修補程式；及客戶有權取得之更新版本。授權程式不包括新版本之授權程式，包括架構、使用者介面或傳輸模式有顯著不同之任何後續產品。

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。

OST (產品專用條款) 意指 3DS 網站條款中發布的適用於 3DS 產品之某一特定更新版本的專用條款。適用於特定更新版本的產品專用條款，指在初始交付時適用於該特定更新版本的產品專用條款。適用於 3DS 產品後續更新版本的任何產品專用條款，總體上不會導致本合約項下客戶的責任和義務實質增加或 3DS 的責任和義務實質減少。

產品套組意指由客戶根據交易文件訂購的、包含多個授權程式及/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和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。

更新版本意指得於市場上普遍取得之同一版主要 3DS 產品之定期更新。

Service Level Agreement means the service level terms for the Online Services published in the 3DS Website Terms.

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.

Support Services means the maintenance, enhancement and other support services for 3DS Offerings referred to herein and described in the 3DS Website Terms.

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 Offerings and/or Support Services ordered by Customer, and includes other information such as the quantities of licenses thereof, fees payable (unless ordered through a Distributor), duration, geographical scope, and the 3DS Group Company serving as the licensor or service provider and Customer information.

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 non-exclusive and non-transferable (except as expressly permitted herein) right, for the duration identified in the Transaction Document, and solely for its own internal business use, to:

- Access and use the 3DS Offering according to the terms and conditions of this Agreement and their applicable Documentation;
- Allow its authorized users (as specified in the applicable OST) to access and use the 3DS Offering;
- Install the permitted number of copies and make one copy for back-up purposes for 3DS Offering requiring on-premises installation.

2.2. Scope. Customer agrees to operate each 3DS Offering in accordance with the terms and provisions of this Agreement and applicable Documentation and to ensure that its authorized users comply with such terms and provisions. License keys, license tokens, or delivery of media do not in and of themselves, grant any right to use any software if such software has not been ordered pursuant to a Transaction Document. Except as expressly set forth in this Agreement, no other express or implied right or license is granted to Customer.

Except as specifically permitted in this Agreement, Customer agrees not to: (a) use any 3DS Offering to develop software applications for use by or distribution to any third party; (b) rent, lease, or sublicense any 3DS Offering to third parties, or perform or offer any type of services to third parties relating to any 3DS Offering including, without limitation, consulting, training, assistance, outsourcing, service bureau, customization, or development; (c) correct errors, defects, and/or other operating anomalies of any 3DS Offering; (d) reverse engineer, decompile, disassemble, adapt, or otherwise translate all or part of any 3DS Offering; (e) conduct or authorize any third party to conduct security testing on Online Services or any related network or system used by 3DS to provide Online Services or

服務層級合約意指 3DS 網站條款中發布的針對線上服務的服務層級條款。

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。

支援服務意指此處提及與於 3DS 網站條款所描述之 3DS 產品的維修、升級及其他支援服務。

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 產品及/或支援服務和其他資訊，如其等授權之數量、應付費用（除非係經由經銷商訂購）、期間、地理範圍、及 3DS 集團公司為授權者或服務提供者及客戶資訊等。

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. 授權及使用權利

2.1. 授與。自生效日起，3DS 授予客戶非專屬且不可移轉（此處明確准者除外）之權利，期間如交易文件所載，且僅限客戶自身作下列之內部商業使用：

- 依照本合約及 3DS 產品適用說明文件的條款與條件訪問及使用 3DS 產品；
- 准許由其授權之使用者（詳見適用之 OST）訪問及使用 3DS 產品；
- 安裝授權數量的副本，並為需要現場安裝的 3DS 產品製作一份備份副本。

2.2. 範圍。客戶同意依照本合約及適用之說明文件載明之條款操作 3DS 產品，並確保由其授權之使用者亦會遵循這些條款及條件。授權碼、授權憑證或交付媒體本身並不代表授予客戶使用任何未按交易文件訂購的軟體的任何權利。除本合約另有明定外，並無任何其他明示或默示之權利或授權授予客戶。

除本合約另有明定外，客戶同意不會：(a) 利用 3DS 產品開發供任何第三方使用或會散佈給任何第三方之軟體應用程式，(b) 將 3DS 產品出租、租用、或轉授權予第三方，或用於為第三方執行或提供任何類型之與任何 3DS 產品相關的服務，包括但不限於顧問服務、訓練服務、輔導服務、外包服務、服務中心、客製化服務或開發服務，(c) 更正錯誤、瑕疵及/或 3DS 產品其他作業異常狀況，(d) 對任何 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，(e) 自行

Support Services; (f) provide, disclose, or transmit publicly or to any third party any result of benchmarking or testing related to any 3DS Offering hosted by Customer or by a third party on its behalf, such as any vulnerability test result.

3. Support Services

Support Services for 3DS Offerings are provided in accordance with the applicable Support Services policy posted in the 3DS Website Terms and include support request management and, in the case of Licensed Programs, Releases made available during the Support Services term. Support Services policies are subject to change; but any change shall not take effect for Customer until Customer's next renewal of Support Services. Unless otherwise requested by Customer or terminated in accordance with this Agreement, Support Services shall automatically renew on an annual basis subject to the then-current Support Services policies.

4. Delivery and Payment

4.1. Delivery. 3DS Offerings will be delivered and/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 Programs. Customer is responsible for accessing 3DS's website and downloading the Licensed Programs. Licensed Programs requiring physical delivery will be delivered by 3DS FCA (Incoterms 2020) 3DS's premises as designated by 3DS.

4.2. Payment

4.2.1. Payment Terms. Customer shall pay the fees applicable to each 3DS Offering and Support Services at the price identified in the applicable Transaction Document (or similar document between Customer and Distributor, if ordered through a Distributor). Unless otherwise agreed to in a Transaction Document, (i) all fees will be invoiced in advance, and (ii) Customer shall pay invoices in accordance with the Country Specific Terms. 3DS shall be entitled to suspend the provision of any Support Services and/or Online Services for which payment has not been made.

To avoid Customer having multiple renewal dates, the parties may elect to set a common renewal date with respect to any 3DS Offering or Support Services with different renewal dates, and 3DS will prorate the fees due as applicable so there is no duplication of fees.

Customer may elect to submit payment for certain 3DS Offerings online. In such a case, Customer will be notified by e-mail of upcoming renewals for those 3DS Offerings that are subject to automatic renewal. Renewal fees will be debited from Customer's account no earlier than seven (7) days prior to the renewal date. Once debited, the renewal shall be deemed accepted by Customer and cannot be canceled or withdrawn. Should such debit be rejected, 3DS shall be entitled to terminate the applicable 3DS Offering as of the renewal date.

4.2.2. Renewal Pricing. The price for renewal of fixed term Licensed Program and/or Support Services for any given period is the price of the previous period, plus the last percentage of increase applicable to the Licensed Program in the applicable country, as published at least ninety (90) days prior to the renewal date. If applicable, current price increase

或授權任何第三方對線上服務或 3DS 用於提供線上服務或支援服務的任何相關網絡或系統進行安全測試； (f) 公開或向任何第三方提供、揭露或傳輸與客戶託管的或第三方代表客戶託管的任何 3DS 產品相關的標竿測試或測試結果，例如任何漏洞測試結果。

3. 支援服務

3DS 產品支援服務將根據 3DS 網站條款中發布的相關支援服務政策提供，其中包括支持請求管理，且就授權程式而言，包括於支援服務期間提供的更新版本。支援服務政策可能隨時變動，惟在客戶下一次續約支援服務之前，任何變動不會對客戶生效。除客戶有為其他之請求或依本合約終止者外，支援服務應每年依照當時最新的支援服務政策自動續約。

4. 交付與付款

4.1. 交付。 3DS 產品將以電子方式交付及/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。需要實物交付之 3DS 產品將依據 2020 年版國貿條規 (Incoterms 2020) 明定之「貨交運送人」條件 (FCA)，由 3DS 於 3DS 指定之 3DS 處所交付。

4.2. 付款

4.2.1. 付款方式。 客戶須依相關交易文件（如係向經銷商訂購則依客戶與經銷商之間的類似文件）所示之價格，支付各個 3DS 產品及支援服務之費用。除交易文件另有約定外，(i) 所有費用均會預先開立發票，(ii) 客戶應依據當地專用條款，支付發票所載費用。客戶尚未付清相關款項前，3DS 有權暫停提供任何支援服務及/或線上服務。

任何 3DS 產品或支援服務之續約日期如有差異，為避免客戶有多個續約日期，雙方得選擇指定統一之續約日期。3DS 將按比例計算應付費用（如適用），以避免重複計費。

客戶得選擇線上支付某些 3DS 產品的費用。在此情況下，將以電子郵件的形式通知客戶需要自動續約的 3DS 產品即將續約。續約費用將於續約日期前不早於七 (7) 日計入客戶的賬戶。一旦計入客戶賬戶，續約將被視為接受，不得取消或撤銷。如客戶拒絕計入其賬戶，3DS 有權自續約日期起終止相關 3DS 產品。

4.2.2. 續約定價。 任一給定期間之續約之固定期限授權程式及/或支援服務，續約之價格為適用於該授權程式的前一期間價格加上在續約日前至少九十 (90) 天公告之適用於適用國家授權

terms and conditions can be found in the 3DS Website Terms.

The price for renewal of fixed term Online Services and/or associated Support Services shall be calculated by applying the percentage difference between the list price of the renewal period and the list price of the prior period to the fees charged to Customer for the prior period.

4.2.3. Late Payments. Customer shall pay interest and collection fees on late payments at the rate identified in the Country Specific Terms.

4.2.4. Billing/Payment Agents. 3DS may agree that Customer may designate a third-party billing agent to be the recipient of 3DS invoices related to the 3DS Offerings and Support Services ordered under a Transaction Document. Such billing agent will make the applicable payments as specified in the Transaction Document directly to 3DS acting in the name of and on behalf of Customer. Customer shall remain liable to 3DS for all payment obligations hereunder in the event such billing agent fails to make such payments when due. Customer shall perform any obligation which could be created by or related to designation of a billing agent. No express or implied license to the 3DS Offerings is granted to the billing agent hereunder.

4.2.5. Taxes. All prices are exclusive of taxes. Customer shall be responsible for payment of any and all taxes as more fully identified in the Country Specific Terms, and for any and all taxes due in relation to the transfer or usage of a 3DS Offering.

5. Intellectual Property

5.1. Ownership. 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 recognizes that the methodologies and techniques contained in or expressed within the 3DS Offering 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.

5.2. Intellectual Property Claims. 3DS will defend Customer against any claim made by a third party that a 3DS Offering delivered under this Agreement infringes a copyright in any country or a patent of the United States, Japan, or a member state of the European Patent Organization. 3DS will also pay all costs, damages, and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by 3DS arising out of such claim. 3DS's obligations in this section are conditioned upon Customer (i) providing 3DS with prompt written notice of the claim, (ii) giving 3DS sole control of the defense of the claim and any related settlement discussion, and (iii) providing reasonable cooperation in the defense and settlement of the claim.

This obligation shall not apply to any claim related to (i) any modification of a 3DS Offering by anyone other than 3DS, (ii) Customer or third party content, including databases and/or digital models provided or published via the 3DS Offering, (iii) the use of one or more 3DS Offering in combination with other hardware, data, or programs not specified by 3DS, or (iv) the use of corrective patches or Releases other than the most recent one, to the extent that such claim would have been prevented by use of such patches

程式之最近增加之價格比例。如果適用，可以在 3DS 網站條款中找到當前的價格上漲條款和條件。

固定期限線上服務及/或相關支援服務之續約價格應根據客戶前一期間向客戶收取的費用加上續約期表列價格與前一期表列價格之間的差額比例進行計算。

4.2.3. 延遲付款。 客戶應依當地專用條款規定之利率支付延遲付款之利息，加上催款成本。

4.2.4. 賬單/付款代理。 3DS 得同意客戶指定第三方賬單代理作為與交易文件項下訂購的 3DS 產品和支援服務相關的 3DS 發票的接收方。該賬單代理將直接以客戶的名義代表客戶向 3DS 支付交易文件中規定的適用款項。若該賬單代理未在到期時付款，客戶應繼續向 3DS 承擔本合約項下的所有付款義務。客戶應履行因指定賬單代理而可能產生的或與之相關的任何義務。本合約未向賬單代理授予對 3DS 產品的任何明示或暗示的授權。

4.2.5. 稅賦。 所有價格均不含稅。客戶應負擔當地專用條款中更全面規定之任何及所有稅賦，以及移轉或使用 3DS 產品而生之任何及所有相關稅賦。

5. 智慧財產

5.1. 所有權。 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。客戶瞭解，3DS 產品所含或所述之方法和技術，不論是否以「保密」標示之，均為 3DS 及/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保密資訊，且不得予以揭露。

5.2. 智慧財產權索償。 客戶依本合約取得之 3DS 產品如因侵犯任何國家之著作權，或美國、日本或歐洲專利組織成員國之專利，而遭致第三方索償者，3DS 將保護其不受任何損害，並將支付管轄法院最終判決客戶應負擔，或 3DS 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）。惟本條中 3DS 義務的前提係客戶：(i) 及時提供 3DS 關於索償之書面通知；(ii) 給予 3DS 主導所有針對索償及相關和解協商之辯護行動，並 (iii) 於辯護與協商過程提供合理協助。

該義務不適用於與以下事項相關的任何索賠：(i) 3DS 以外的任何人修改 3DS 產品，或 (ii) 通過 3DS 產品提供或公佈的客戶內容或第三方內容，包括資料庫及/或數位模型，或 (iii) 一個或多個 3DS 產品搭配 3DS 未指定的其他硬體、數據或程式使

or Releases.

If any claim of infringement of intellectual property rights is made, or in 3DS's reasonable opinion is likely to be made, 3DS may, at its sole discretion and expense either (i) secure the right for Customer to continue using the applicable 3DS Offering, (ii) modify it so that it is not infringing, or (iii) replace it with another program which is functionally comparable. If none of the foregoing options is available on terms which are reasonable in 3DS's judgment, 3DS may terminate the affected 3DS Offering. For fixed term 3DS Offerings, 3DS shall refund all prepaid but unused fees paid hereunder for the affected 3DS Offering. For other than fixed term 3DS Offering, 3DS shall either refund, or provide a credit to Customer, at Customer's option, in an amount equal to the corresponding one-time fee paid for the 3DS Offerings by Customer, depreciated on a straight-line over three (3) years. Prior to any such refund or credit, Customer shall certify, in writing signed by an officer of Customer, the return or destruction of all copies of the affected Licensed Program.

This Section 5.2 ("Intellectual Property Claims") states 3DS's entire liability and Customer's exclusive remedy for any infringement of intellectual property rights.

6. Warranty

6.1. Licensed Program Warranty. 3DS warrants for ninety (90) days from the initial delivery of each Licensed Program that such Licensed Program will materially conform to its Documentation when used in the specified operating environment. If the Licensed Program does not so conform, and Customer has notified 3DS within this warranty period, 3DS will use commercially reasonable efforts to make it conform as warranted. If 3DS has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may terminate the license to the non-conforming Licensed Program within thirty (30) days and receive a full refund of all fees paid for such non-conforming Licensed Program. This refund represents 3DS's sole liability and Customer's sole remedy for breach of this warranty.

6.2. Online Services Warranty. 3DS warrants, for the subscription term of each Online Services offering, that such Online Services will perform materially in accordance with its Documentation when accessed and used in accordance with terms and conditions of this Agreement.

Customer shall provide 3DS with prompt notice of any claim under the warranty set forth above and, if applicable, provide 3DS with reasonable assistance required for 3DS to identify and repair such material non-conformance of the Online Services. Customer's sole and exclusive remedy for a breach of this warranty shall be that 3DS shall be required to use commercially reasonable efforts to make conform as warranted any non-conforming Online Services. If 3DS has not corrected the non-conformity within ninety (90) days from the date of such notification, Customer may terminate its right to access and use the non-conforming Online Services by providing written notice to 3DS within thirty (30) days and receive a pro-rata refund of prepaid subscription fees paid for the non-conforming Online Services covering the remainder of the term of such non-conforming Online Services after the effective date of termination. This refund represents 3DS's sole liability and Customer's sole remedy for breach of this warranty.

用, 或 (iv) 使用並非最新的修補程式或更新版本, 且如果使用最新的修補程式或更新版本, 本可避免索賠。

如遭智慧財產權侵權索償或 3DS 合理認為可能遭索償, 3DS 得自行決定自費 (i) 為客戶爭取繼續使用相關 3DS 產品之權利, 或 (ii) 修改 3DS 相關產品使其不致侵權, 或 (iii) 以其他功能可比之程式取代之。若 3DS 合理判斷前述選項均不可行, 3DS 得終止受影響之 3DS 產品。針對固定期限之 3DS 產品, 3DS 應就受影響之 3DS 產品退還依據本合約預先支付但尚未使用之費用。針對非固定期限之 3DS 產品, 3DS 應依客戶之選擇, 退款予客戶或提供折抵, 折抵金額等於客戶為該等產品一次繳清之費用 (須依直線法折舊三 (3) 年)。在獲得退款或折抵之前, 客戶應以書面形式證明受影響的授權程式的所有副本均已歸還或銷毀, 並由客戶的高階主管簽字。

本第 5.2 條 (「智慧財產索償」) 係規定侵犯智慧財產權時 3DS 之全部責任, 以及客戶所得主張之唯一救濟。

6. 保證

6.1. 授權程式保證。 3DS 保證, 自每一個授權程式最初交付給客戶後九十 (90) 日內, 如客戶於指定作業環境下使用該授權程式, 則該授權程式將實質符合其說明文件之描述。若授權程式未符合描述, 且客戶於保證期間內已通知 3DS, 3DS 將盡商業上合理的努力使該授權程式符合保證內容。如 3DS 無法於收到通知後九十 (90) 日內修正未符合描述之處, 客戶得於三十 (30) 日內終止不符合描述的授權程式之授權並獲得該程式之全額退費。上述之退款應視為 3DS 違反本保證之全部責任及客戶之唯一救濟。

6.2. 線上服務保證。 3DS 保證, 在每個線上服務產品的訂閱期限內, 當根據本合約的條款和條件訪問和使用時, 該等線上服務將實質上按照其說明文件執行。

客戶應及時向 3DS 發出本保證項下的任何索償通知, 並在 3DS 提出請求時, 向 3DS 提供所需的合理協助, 以便 3DS 確定和修復線上服務的實質不符合項。對於違反本保證, 客戶的唯一救濟是要求 3DS 盡商業上合理的努力, 使任何不符合保證的線上服務符合保證。若 3DS 未在通知日期後九十 (90) 天內糾正不符合項, 客戶得在三十 (30) 天內向 3DS 發出書面通知, 終止其訪問和使用不符合保證的線上服務的權利, 並在終止生效日期後按比例收取該等不符合保證的線上服務剩餘期限所對應的預付訂閱費退款。上述之退款應視為 3DS 違反本保證之全部責任及客戶之唯一救濟。

6.3. Disclaimers. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS FOR 3DS OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

3DS DISCLAIMS ALL LIABILITY FOR ANY USE OR APPLICATION OF ANY 3DS OFFERING OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE 3DS OFFERING. 3DS DOES NOT WARRANT THAT (I) THE FUNCTIONS OF ANY 3DS OFFERING WILL MEET CUSTOMER'S REQUIREMENTS OR WILL ENABLE IT TO ATTAIN THE OBJECTIVES CUSTOMER HAS SET FOR ITSELF, (II) THE 3DS OFFERING WILL OPERATE IN THE COMBINATION OR ENVIRONMENT SELECTED FOR USE BY CUSTOMER, OR (III) THE OPERATION OF THE 3DS OFFERING WILL BE UNINTERRUPTED OR FREE OF ERRORS. IN ALL INSTANCES, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE RESULTS PRODUCED BY THE 3DS OFFERING COMPLY WITH QUALITY AND SAFETY REQUIREMENTS OF CUSTOMER'S PRODUCTS OR SERVICES. NO EMPLOYEE OR AGENT OF 3DS IS AUTHORIZED TO GIVE A GREATER OR DIFFERENT WARRANTY. CUSTOMER SHALL HAVE EXCLUSIVE RESPONSIBILITY FOR (A) SELECTION OF THE 3DS OFFERING TO ACHIEVE CUSTOMER'S INTENDED RESULTS, (B) INSTALLATION OF THE LICENSED PROGRAM, (C) TAKING ADEQUATE MEASURES TO PROPERLY TEST, OPERATE, AND USE EACH 3DS OFFERING, AND (D) RESULTS OBTAINED THEREFROM.

3DS exercises no control over, and assumes no responsibility or liability for any Customer content or third party content, including databases and digital models provided or published via the 3DS Offerings.

7. Limitation of Liability

EXCEPT FOR 3DS'S LIABILITY UNDER SECTION 5.2, 3DS'S MAXIMUM LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM HEREUNDER. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT ENLARGE THIS MAXIMUM AND AGGREGATE LIMIT.

NOTWITHSTANDING THE FOREGOING, AND EXCLUDING 3DS'S OBLIGATIONS UNDER SECTION 5.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, 3DS SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AS WELL AS 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.

THE LIMITATIONS STATED IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY), TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE REMEDY.

6.3. 免責聲明。 前述保證取代及排除 3DS 產品其他一切明示或暗示之保證、聲明或條件，包括但不限於任何和可商品化、特定用途之適用性、所有權和無侵權情形有關之暗示保證。

3DS 就 3DS 產品之使用或應用，或其使用者就 3DS 產品所得到之結果或作成之決策不負任何責任。3DS 不保證以下項目 (i) 3DS 產品之功能符合客戶之需求，或可使客戶達到其自行設定之目標；(ii) 3DS 產品線上服務能在客戶選擇之組合或環境中運作；或 (iii) 3DS 產品之運作不會中斷或不發生錯誤。在任何情況下，客戶皆必須自行負責確保 3DS 產品產生之結果符合客戶之產品或服務在品質與安全之要求。3DS 無任何員工或代理人有權做出更大範圍或不同之保證。客戶對以下項目應自行負責 (a) 為達成客戶預定結果，就 3DS 產品所為之選擇；(b) 安裝授權程式；(c) 採取適當措施以妥切地測試、操作及使用各 3DS 產品；及 (d) 自 3DS 產品取得之結果。

客戶或第三方透過 3DS 產品提供或公開之內容，包括但不限於資料庫和數位模型，3DS 無法控制且無義務或責任。

7. 責任限制

除第 5.2 條規定 3DS 應負之責任外，3DS 所承擔的損害賠償責任總額不得超過客戶於引起本合約項下索償的首次事件出現前十二 (12) 個月在本合約項下所實際支付的費用之總額。即使存在多項索償，也不應提高這一總額上限。

儘管有前述規定，在適用法律允許的範圍內，除第 5.2 條規定 3DS 應負之義務外，對於以任何方式與本合約、任何 3DS 產品、說明文件或服務相關的間接、附帶、後果性或懲罰性損害，以及對利潤損失、業務中斷及資料丟失而提起的索償（無論 3DS 是否被告知發生該等損害的可能性），3DS 均不承擔責任。

無論訴訟方式為何，無論訴訟系基於合約（包括但不限於違反保證）、侵權（包括但不限於過失）、成文法或任何其他普通法或衡平法下的救濟，本條所列明的限制規定均適用。

Customer agrees that any and all claims related to this Agreement shall be brought solely against 3DS and not any 3DS licensor or any other 3DS Group Company.

Any legal action against 3DS must be filed in the appropriate judicial jurisdiction within two (2) years after the applicable cause of action has arisen.

8. Distributors

Notwithstanding anything to the contrary herein, specifically including the terms of Section 4, for any 3DS Offering which Customer obtains through a Distributor, Customer agrees that Distributor is responsible for any order it accepts of (i) pricing, invoicing, payment collection, (ii) the delivery of 3DS Offering, (iii) the provision of Support Services as specified in the applicable Support Services policy and (iv) the transmission to 3DS of Customer's termination notification according to Section 9.3. Distributors are not agents of 3DS and have no ability to bind 3DS. 3DS remains independent from the Distributor and is not responsible for the Distributor's actions or omissions.

9. Term and Termination

9.1. Term. This Agreement remains in effect until terminated as provided hereunder, or until the expiration of all 3DS Offerings ordered under this Agreement.

9.2. Termination for Cause

9.2.1. Material Breach. Either party may terminate this Agreement and/or Customer's rights to any or all 3DS Offerings and/or Support Services, if the other party is in material breach of any of its obligation, and fails to remedy such breach within thirty (30) days of receipt of written notice.

9.2.2. Online Services – Service Level Agreement Breach. Customer may terminate Online Services if 3DS fails to provide such Online Services in accordance with the then-applicable Service Level Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice detailing such breach.

9.3. Termination for Convenience

9.3.1. Licensed Program; and related Support Services. Customer may terminate the license to any Licensed Program by providing 3DS with at least thirty (30) days prior written notice. For perpetual licenses, such termination will take effect thirty (30) days after receipt of such notice; for fixed term licenses, such termination will take effect at the expiration of the then-current term. Absent notice from Customer in accordance with this Section, fixed term licenses shall automatically renew. Customer may terminate Support Services for a Licensed Program by providing 3DS with at least thirty (30) days prior written notice, provided, however, that any such termination of Support Services shall apply to Support Services for all licenses of the relevant Licensed Program held by Customer under any agreement then in effect between Customer and any 3DS Group Company.

9.3.2. Online Services; Use Rights and Support Services for Online Services. If applicable Customer may terminate the use rights and Support Services for Online Services, and either Customer or 3DS may terminate any Online Services, by providing the other party with thirty (30) days prior written notice. Absent such notification and unless otherwise stated in the

客戶同意，與本合約相關的任何和所有索償應僅針對 3DS 提起，而不得針對 3DS 的任何授權方或任何其他 3DS 集團公司提起。

對 3DS 採取之一切法律行動，皆應於訴因發生後二 (2) 年內向適當之司法管轄機關提起。

8. 經銷商

儘管本合約有任何相反規定 (特別包括第 4 條的規定)，對於客戶透過經銷商取得的任何 3DS 產品，客戶同意，就其所接受的任何訂單而言，由經銷商負責 (i) 定價、出賬和收款，

(ii) 交付 3DS 產品，(iii) 提供適用的支援服務政策中規定的支援服務，以及 (iv) 向 3DS 發送客戶根據第 9.3 條發出的終止通知。經銷商並非 3DS 的代理人，無權約束 3DS。3DS 與經銷商為不同主體，且不為經銷商之行為或疏失負責。

9. 效期與終止

9.1. 效期。 本合約效期至依照本合約規定而終止時止，或至本合約項下訂購的所有 3DS 產品到期時止。

9.2. 終止事由。

9.2.1. 實質違約。 若另一方當事人違反其義務情節重大且未能於接獲書面通知後三十 (30) 日內補正該違約行為者，一方得終止本合約及/或客戶對任何或所有 3DS 產品及/或支援服務之權利。

9.2.2. 線上服務——違反服務層級合約。 若 3DS 提供之線上服務不符合屆時適用的服務層級合約之約定，且未能於接獲載明違約詳情的書面通知後三十 (30) 日內補正該不符合約定事項，客戶得終止線上服務。

9.3. 任意終止

9.3.1. 授權程式；及相關支援服務。 客戶得至少提前三十 (30) 日以提供書面之方式通知 3DS 終止任何授權程式之授權。對於永久性授權，該終止將在收到通知三十 (30) 日後生效；對於固定期限授權，該終止將在當前期限到期時生效。若客戶未根據本條規定發出通知，固定期限授權將自動續約。

9.3.2. 線上服務；線上服務的使用權利和支援服務。 在提前三十 (30) 日向另一方 (視情況而定) 發出書面通知後，客戶得終止線上服務的使用權利和支援服務，客戶或 3DS 得終止任何

applicable OST, the Online Services shall automatically renew and be subject to the then-applicable Service Level Agreement. In the case where Customer is terminating the use rights and Support Services related to Online Services, such termination shall take effect at the end of the notice period, in all other instances, such termination shall take effect at the next scheduled renewal date.

9.4. Effect of Expiration or Termination

9.4.1. General Effect. Upon expiration or termination of (i) this Agreement, (ii) a 3DS Offering, (iii) Support Services, (iv) Online Services, or (v) use right and Support Services for Online Services, Customer shall not be entitled to receive any refund or credit for early cancellation or termination of any 3DS Offering or Support Services. However, Customer will have no further obligation to pay future fees associated with the terminated item(s), provided, however, that Customer shall continue to be obligated to pay all fees that have accrued or are otherwise owed by Customer hereunder. Customer shall no longer have access to the Online Services or Support Services. In the case of (i) or (ii), Customer shall immediately destroy or return all copies of the terminated or expired Licensed Program and associated Documentation. In the case of (iii), Customer shall only be authorized to use (subject to the terms of this Agreement) the latest Release deployed in production by Customer of the Licensed Program for which Support Services are expired or terminated. If Customer terminates Online Services in accordance with Section 9.2.2 herein, Customer shall receive a refund of any prepaid but unused recurring fees as of the termination date. Such refund represents 3DS's sole liability and Customer's sole remedy for 3DS' failure to provide Online Services in accordance with the Service Level Agreement.

9.4.2. Agreement. In the event this Agreement is terminated by 3DS for breach, 3DS reserves the right to terminate (i) Customer's right to use any 3DS Offering for which payment has not been made, and (ii) Customer's right to use any or all 3DS Offering ordered hereunder if such breach is for other than a failure to pay.

9.4.3. Support Services for Licensed Programs. Upon expiration or termination of Support Services for Licensed Programs, 3DS shall have no further obligation to provide any service or deliver any Release in support of any such license, except for providing license keys if necessary. Customer may reinstate Support Services, if available, provided such reinstatement is for all licenses of a given Licensed Program held by Customer under any license then in force between Customer and any 3DS Group Company, and Customer pays all fees that would have been due in respect of Support Services from the date of termination to the date of reinstatement of such Support Services, plus a reinstatement fee as set forth in the 3DS Website Terms.

9.4.4. Use rights and Support Services for Online Services. 3DS shall have no further obligation to provide any service related to expired or terminated Online Services, except as specified in the applicable OST. If permitted in the applicable OST, Customer may reinstate use rights and Support Services, if available, for Online Services, subject to payment of all fees that would have been due in respect of the use rights and Support Services for such Online Services from the date of termination to the date of reinstatement.

10. Customer Data; Data Privacy

線上服務。若未發出該等通知且除非在適用的產品專用條款中另有規定，線上服務應自動續約並應符合屆時有效的服務層級合約之規定。若客戶終止與線上服務相關的使用權利和支援服務，則終止應在通知期結束時生效，在所有其他情況下，終止應於下一個預定的續約日期生效。

9.4. 到期或終止的效力。

9.4.1. 一般效力。在 (i) 本合約、(ii) 3DS 產品、(iii) 支援服務、(iv) 線上服務或 (v) 線上服務的使用權利和支援服務到期或終止後，客戶無權因提前取消或終止任何 3DS 產品或支援服務而獲得任何退款或折抵。但是客戶將不再有義務支付與終止的項目相關的未來費用，但有義務繼續支付客戶在本合約項下已經發生的或以其他方式拖欠的所有費用。客戶不再有權訪問該等線上服務或支援服務。在第 (i) 種或第 (ii) 種情況下，客戶應立即銷毀或歸還所有到期或終止的授權程式和相關說明文件的副本。在第 (iii) 種情況下，對於支援服務已到期或終止的授權程式，客戶僅被授權（按照本合約條款）使用其已在生產中部署的最新的更新版本。若客戶根據本合約第 9.2.2 條終止線上服務，其將按比例取得截至終止日期任何預先支付但尚未使用的費用的退款。退款是 3DS 對 3DS 未能按照服務層級合約提供線上服務的唯一責任和客戶的唯一救濟。

9.4.2. 合約。若 3DS 因客戶違約而終止本合約，則 3DS 有權：

(i) 終止客戶使用未付款的任何 3DS 產品的權利，以及 (ii) 若違約是由於未付款以外的原因造成，則終止客戶使用本合約項下訂購的任何或所有 3DS 產品的權利。

9.4.3. 授權程式之支援服務。授權程式的支援服務到期或終止後，除必要時提供授權碼外，3DS 不再負有提供任何服務或更新版本以支援任何該等授權的義務。客戶得恢復支援服務（如可用），惟前提係該等恢復適用於客戶根據其與任何 3DS 集團公司簽訂的屆時有效的任何授權而持有的特定授權程式的所有授權，且客戶支付自支援服務終止之日起至恢復之日止，所有應付之支援服務產生的所有費用，加計如 3DS 網站條款所載之恢復修理費。

9.4.4. 線上服務之使用權利及支援服務。除於相關 OST 中有詳細說明者外，3DS 無須再提供任何與期滿或終止的線上服務相關之服務。若相關 OST 允許，客戶得恢復線上服務之使用權利及支援服務（如可用），並支付自該等線上服務之使用權利及支援服務終止之日起至恢復之日止，應付之所有費用。

10. 客戶資料；資料隱私

10.1. Customer Data. All Customer Data will remain the sole property of Customer. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, suitability of and obtaining all necessary rights for all Customer Data. Customer grants to 3DS, 3DS Group Companies, and 3DS's subcontractors to the extent reasonably necessary, a non-exclusive, worldwide, royalty-free license to use, copy, store and transmit Customer Data to provide, maintain and adapt any software and services of 3DS or any 3DS Group Company. 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. Customer shall pay all costs, damages and expenses (including reasonable attorney's 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 any 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 discussion and provides reasonable cooperation in the defense and settlement of the claim.

10.2. Customer Data: Storage. As part of the Online Services, and if available in the applicable OST, 3DS will provide storage of Customer Data for the duration of the Online Services and within the storage size limits defined in the applicable OST. Should Customer exceed such storage limits, Customer shall within fifteen (15) days of notice from 3DS, either (i) order additional storage capacity or (ii) reduce the size of the stored Customer Data accordingly.

10.3. Customer Data: Security. For the security, integrity, availability and confidentiality of Customer Data stored in the Online Services, 3DS utilizes administrative, physical and technical safeguards aligned with accepted security industry standards, such as NIST SP 800-53 or ISO/IEC 27001. 3DS verifies such safeguards as described in 3DS trust center located at <https://www.3ds.com/trust>.

When using the Online Services, Customer is responsible for not compromising the security, integrity, availability and confidentiality of Customer Data, its network or systems and 3DS network or system by implementing measures aligned with applicable security industry standard, such as account authentication, update, backup and encryption measures.

10.4. Customer Data: Confidentiality. Customer Data shall be treated as confidential using no less than the same degree of care that 3DS uses with respect to its own confidential information of a similar nature, during the period when the Online Services are provided by 3DS and for a period of one (1) year following termination or expiration of Online Services.

To the extent necessary to perform this Agreement, 3DS is authorized to disclose Customer Data to third parties who have entered into an appropriate agreement with 3DS to protect the security and confidentiality of such Customer Data.

The obligation to treat Customer Data as confidential shall not apply to any Customer Data that is: (i) already in the possession of 3DS without any obligation of confidentiality at the time the information was received from Customer; (ii) independently developed by 3DS without reference to the Customer Data; (iii) or becomes publicly available without breach of this Agreement; (iv) rightfully received by 3DS from a third party without an obligation of confidentiality; or (v) required to be disclosed in accordance

10.1. 客戶資料。任何客戶資料始終為客戶專有之財產。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、合適性及所有必要權利之取得自行負責。客戶授予 3DS、3DS 集團公司及 3DS 分包商一非專屬的、全球範圍內的、免費的授權，使其得在提供、維持及調試 3DS 或任何 3DS 集團公司的任何軟體和服務之合理必要範圍內，使用、複製、儲存及傳送客戶資料。3DS 若：(i) 3DS 及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人索償：(i) 客戶使用線上服務違反相關法規，及/或 (ii) 任何因客戶資料而違反、侵害或侵佔第三人之權利。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（包括合理之律師費）。

10.2. 客戶資料：儲存。作為線上服務及相關 OST（如有適用）之一部份，3DS 應於線上服務之存續期間內，依據相關 OST 內所定義之儲存空間限制，提供客戶資料儲存服務。若客戶使用空間超過相關 OST 內所定義之儲存空間限制，客戶應於接獲 3DS 通知後十五（15）天內，(i) 訂購額外儲存空間或 (ii) 相應減少所儲存之客戶資料之大小。

10.3. 客戶資料：安全。3DS 採用符合公認的安全行業標準（如 NIST SP 800-53 或 ISO/IEC 27001）的管理、物理和技術保障措施，確保線上服務中儲存的客戶資料的安全性、完整性、可用性和保密性。3DS 依 3DS 信任中心（網址為 <https://www.3ds.com/trust>）所述驗證該等保障措施。

使用線上服務時，客戶應負責透過實施符合適用的網絡安全行業標準的措施（如賬戶認證、更新、備份和適當的資料加密措施），不危及客戶資料、客戶網絡或系統以及 3DS 網絡或系統的安全性、完整性、可用性和保密性。

10.4. 客戶資料：保密。在 3DS 提供線上服務期間以及線上服務到期或終止後一（1）年內，客戶資料應視為保密資訊，其保密程度應不低於 3DS 對其自身類似性質的保密資訊所採取的保密程度。

在履行本合約所需範圍內，3DS 有權向已與 3DS 訂立用於保護客戶資料的適當合約的第三方揭露客戶資料。

客戶資料的保密義務不應適用於以下客戶資料：(i) 在從客戶處接收時已由 3DS 不負任何保密義務而掌握的資訊；(ii) 3DS 在未參考客戶資料的情況下獨立開發的資訊；(iii) 非因違反本合約而現在或將來為公眾知悉的資訊；(iv) 由 3DS 從不負有保密義務的第三方處正當接收的資訊；或 (v) 司法或行政

with a judicial or administrative decision but solely for disclosure to such judicial or administrative entity, provided that 3DS provides prompt information to Customer and reasonably cooperates with the Customer to limit the disclosure and use of the applicable information.

10.5. Personal Data: Controller Obligations. 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. Customer acknowledges and agrees that it is and shall at all times remain the Controller of any Personal Data that will be Processed on its behalf as part of its access to and use of the Online Services.

Customer shall be responsible for complying with all Applicable Data Protection Legislation regarding, without limitation, (i) transfer of Personal Data, (ii) information of Data Subjects, and (iii) access, modification, and deletion rights of Data Subjects.

10.6. Personal Data: Location of Data Processing. In order for 3DS to provide the Online Services, Customer appoints 3DS as Processor and agrees that Personal Data provided by Customer may be transferred to, stored, accessed, and Processed in any country in which 3DS or its Sub-Processor are located. 3DS will ensure that equivalent data protection obligations as set forth in this Agreement will be imposed on its Sub-Processor by way of a written agreement and/or the standard contractual clauses from the European Commission, as applicable, in such a manner that the Processing will address the requirements of the Applicable Data Protection Legislation.

10.7. Personal Data: Processor Obligations. 3DS, acting as Processor, will, collect, store, and Process the Personal Data in accordance with this Agreement, including the Data Processing Exhibit published in the 3DS Website Terms.

If and as required by Applicable Data Protection Legislation, 3DS will:

- (i) for the duration of use of the Online Services, Process Personal Data provided by Customer in accordance with this Agreement and Customer's reasonable written instructions, which in all circumstances shall be consistent with this Agreement;
- (ii) require that the persons who are authorized to Process Personal Data provided by Customer have a need-to-know and are bound by an appropriate obligation of confidentiality;
- (iii) reasonably assist Customer in complying with its obligations as Controller, taking into account the nature of Processing as described in the Agreement;
- (iv) reasonably assist Customer with fulfilling its obligations with regards to responding to requests from Data Subjects to exercise their rights under Applicable Data Protection Legislation in a manner consistent with the use of the Online Services and 3DS's role as Processor;
- (v) make available to Customer the necessary information in 3DS's possession to demonstrate Customer's compliance with its obligations provided for in the Applicable Data Protection Legislation and reflected in this section; and

決定要求僅向該等司法或行政機構揭露的資訊，惟 3DS 向客戶提供及時的資訊並與客戶合理配合，以限制相關資訊揭露和使用。

10.5. 個人資料：控制方義務。 每一方確認，就管理本合約所需的專業人員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。客戶確認並同意，就作為其訪問和使用線上服務的一部分而由他人代表其處理的任何個人資料而言，其是且始終是控制方。

客戶應負責遵守所有資料保護相關法規，包括但不限於以下方面：(i) 個人資料的傳輸，(ii) 資料主體的資訊，以及 (iii) 資料主體的訪問權、修改權和刪除權。

10.6. 個人資料：資料處理地點。 為使 3DS 能夠提供線上服務，客戶指定 3DS 為處理方，並同意得在 3DS 或其分處理方所在的任何國家傳輸、儲存、訪問和處理客戶提供的個人資料。3DS 將確保透過書面合約及/或歐盟委員會的標準契約條款（如適用）向其分處理方施加與本合約項下的資料保護義務同等的義務，以使處理符合資料保護相關法規的要求。

10.7. 個人資料：處理方義務。 作為處理方，3DS 將根據本合約（包括 3DS 網站條款中發佈的資料處理附件）蒐集、儲存和處理個人資料。

在資料保護相關法規要求時，3DS 將按照該等要求：

- (i) 於線上服務的使用期間，根據本合約和客戶的合理書面指示（在所有情況下，該等指示應符合本合約）處理客戶提供的個人資料；
- (ii) 要求被授權處理客戶提供的個人資料的人員確有必要知悉該等資料並遵守適當的保密義務；
- (iii) 基於本合約中所述的處理的性質，合理協助客戶履行其作為控制方的義務；
- (iv) 以符合線上服務的用途和 3DS 作為處理方的身份的方式，合理協助客戶履行響應資料主體根據資料保護相關法規的規定要求行使權利的請求；
- (v) 向客戶提供 3DS 持有的必要資訊，以證明客戶遵守了資料保護相關法規中規定的以及本條中反映的義務；及

(vi) upon termination or expiration of the Agreement, delete or return Personal Data provided by Customer to Customer, at Customer's option, and delete all existing copies, in accordance with the terms of this Agreement, except where applicable law requires retention of Personal Data or where retention of Personal Data is necessary for evidentiary purposes during the applicable statute of limitations.

11. Additional Terms for Education Use and Non-Profit Research Use

11.1. Definitions Specific to Education and Non-Profit Research Use

11.1.1. Education Institution means a Customer which is either (i) an accredited institution of education and/or research which is authorized to grant academic degrees (diploma or certificate) at any primary, secondary, or higher education level and/or (ii) an accredited institution of education delivering continuing education programs (e.g. training organization, training center, career school, vocational school).

11.1.2. Education Use means use of 3DS Offerings by authorized users at Education Institutions solely for purposes that are strictly related to (i) education, instruction, training, upskilling of duly enrolled participant in Customer's education program, and/or (ii) research which is experimental and/or theoretical in nature, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory and/or (iii) experience-based and/or project-based learning activities which are under the direction and supervision of an Education Institution's faculty, undertaken to perform a project sponsored by one or more third parties to address problems presented by such third parties.

11.1.3. Non-Profit Research Institutes means a Customer which is a non-profit organization dedicated to research, notwithstanding anything to the contrary in any Country Specific Term.

11.1.4. Non-Profit Research Use means use of 3DS Offerings by authorized users at Non-Profit Research Institutes solely for purposes related to research that is experimental and/or theoretical in nature, undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, up to proof of concept in a laboratory.

11.2. Education or Non-Profit Research Use Restrictions. Notwithstanding anything to the contrary in Section 2 or any country-specific terms, 3DS Offerings for Education Use or Non-Profit Research Use shall not be used, directly or indirectly, for commercial purposes of Customer or any third party (e.g. for production of goods and services for resale, professional consulting, corporate or government internships, work-for-hire under commercial and/or governmental contract terms).

11.3. Content Watermarking. Content produced using any 3DS Offering for Education Use may automatically contain a watermark identifying the 3DS Offering used. Customer shall not remove any such watermark.

12. Export

12.1. Export Regulations. 3DS Offerings, Support Services and related Documentation are subject to Export Control Regulations concerning (i)

(vi) 在本合約終止或到期後，根據本合約條款刪除或向客戶返還（依客戶的選擇而定）客戶提供的個人資料，並刪除所有現有副本，除非適用法律要求保留個人資料，或在適用的訴訟時效期間出於證據目的而需要保留個人資料。

11. 教育使用和非營利研究使用附加條款

11.1. 教育和非營利研究使用的專用定義

11.1.1. 教育機構意指以下客戶：(i) 經認證有權授予任何初等、中等或高等教育學位（文憑或證書）的教育及/或研究機構，及/或 (ii) 經認證得提供繼續教育課程的教育機構（如培訓機構、培訓中心、職業學校和專科學校）。

11.1.2. 教育使用意指教育機構的授權使用者僅為與以下活動實質相關的目的使用 3DS 產品：(i) 正式註冊的客戶教育課程參與者的教育、指導、培訓、技能提升；及/或 (ii) 主要為獲得關於現象和可觀察事實的基本原理的新知識而進行的實驗性及/或理論性研究（直至在實驗室進行概念驗證為止）；及/或 (iii) 在教育機構教員的指導和監督下，為執行由一個或多個第三方贊助的項目而開展的基於經驗及/或基於項目的學習活動，以解決該等第三方提出的問題。

11.1.3. 非營利研究機構意指致力於研究的非營利組織客戶，無論任何當地專用條款中是否有任何相反規定。

11.1.4. 非營利研究使用意指非營利研究機構的授權使用者主要僅為獲得關於現象和可觀察事實的基本原理的新知識而進行的實驗性及/或理論性研究（直至在實驗室進行概念驗證為止）之目的而使用 3DS 產品。

11.2. 教育或非營利研究使用限制。無論在第 2 條或任何特定國家/地區的術語中是否有任何相反規定，用於教育使用或非盈利研究使用之目的的 3DS 產品不得直接或間接用於客戶或任何第三方的任何商業目的（例如：生產用於轉售的商品和服務、提供專業諮詢、在公司或政府內實習、按照商業及/或政府契約條款進行僱傭工作）。

11.3. 浮水印事項。任何為教育之目的使用 3DS 產品產出之內容，得自動加附浮水印，以示該內容係使用 3DS 產品作成。客戶不得移除任何此種浮水印。

12. 出口

12.1. 出口法規。3DS 產品、支援服務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

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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.

12.2. 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.

12.3. 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 obtain from the Customer that it (i) signs a binding end-use form customer confirming the Customer's compliance with Export Control Regulations (in particular as regards the compliant use and absence of diversion of 3DS Offerings), and (ii) provides evidence to authenticate the use of 3DS Offerings in compliance with Export Control Regulations.

12.4. 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.

12.5. Applicability. The export, re-export, and in-country transfer of information under the Agreement, with respect to the provision of Support Services and all other activities, 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.

12.6. 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 or Support Services 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.

13. Software Compliance

終用途以及 (iii) 受控資料的接收、使用、儲存及/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。

12.2. 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。

12.3. 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。

12.4. 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。

12.5. 適用。 本合約下與提供支援服務及所有其他活動相關的資訊出口、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。

12.6. 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 及/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 及/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 產品或支援服務，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。

13. 軟體合規性

13.1. Unauthorized Use Detection. 3DS Group companies employ measures to eliminate unauthorized use of 3DS software. 3DS software may include a security mechanism that can detect the installation or use of illicit copies of 3DS software and that is able to collect and transmit data about such illicit copies only. Data collected by such mechanism will not include any data created by Customer with the 3DS software. Customer consents to such detection and collection of data, as well as its transmission to and use by 3DS.

Further, 3DS also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to, and use of, any 3DS Offering. Customer shall not take steps to tamper with, circumvent, or disable any such measure.

13.2. Compliance Verification. In order to verify Customer's compliance with this Agreement, Customer shall maintain accurate records sufficient to confirm Customer's compliance with this Agreement and the license provisions hereunder. Customer shall provide 3DS with access to such records within three (3) business days from such request. 3DS may also conduct an audit (i) on Customer's premises, or on the premises where 3DS Offerings are installed, during normal business hours, in a manner that minimizes disruption to Customer's business, or (ii) for Online Services on Customer Data, to verify that its use of the 3DS products is compliant with the terms of a valid agreement. Customer shall provide 3DS with machine access, copies of system tools outputs, and allow execution of all appropriate tools generating audit records within two (2) business days from 3DS's request. 3DS may appoint a third party to conduct any such verification and such party shall have access to the records, premises and machines as detailed above. If the audit reveals unauthorized use of any 3DS Offering, Customer shall promptly pay 3DS any amount owed as a result of such unauthorized use at the then-current list price. If such unauthorized use is five percent (5%) or greater of Customer's authorized use for the applicable 3DS Offering, then in addition to Customer paying the applicable fees, Customer shall reimburse 3DS for the cost of such audit. By invoking the rights and procedures described above, 3DS does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

14. Miscellaneous

14.1. 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. 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 processes defined on such 3DS web store.

Notwithstanding the foregoing, where in Section 9.3 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.

14.2. 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

13.1. 檢測未經授權的使用行為。 3DS 集團公司採取措施以降低任何未經授權而使用 3DS 軟體之行為。DS 軟體中可能包括一種安全機制，該機制可以偵測非法使用或安裝複製的 3DS 軟體，並且只能蒐集及傳輸非法複製相關之資料。客戶自行使用 3DS 軟體而生之任何資料不在安全機制蒐集範圍之列。客戶同意前述之偵測及資料蒐集行為，並同意向 3DS 傳輸和由 3DS 使用該等資料。

此外，3DS 亦有權使用硬體鎖定裝置、授權管理軟體及/或授權核准碼以控制 3DS 產品的訪問及使用。客戶不得採取影響、規避或使任何上述安全機制無效之手段。

13.2. 合規驗證。 為驗證客戶是否遵守本合約，客戶應保留足夠的準確記錄，以確認客戶遵守本合約和本合約項下的授權條款。在 3DS 提出請求後三 (3) 個工作日內，客戶應向 3DS 提供訪問此類記錄的權限。3DS 也得 (i) 在客戶的處所或安裝 3DS 產品的處所，於正常營業時間內，以儘量減少對客戶業務幹擾的方式進行查核，或 (ii) 對客戶資料的線上服務進行查核，以驗證客戶對 3DS 產品的使用是否符合有效合約的條款。在 3DS 提出請求後兩 (2) 個工作日內，客戶應向 3DS 提供機器訪問權、系統工具輸出副本，並允許執行所有生成查核記錄的適當工具。3DS 得指定第三方進行任何此類驗證。該第三方有權訪問上述記錄、處所和機器。3DS 若查核發現客戶未經授權使用任何 3DS 產品，客戶應依當時之表列價格，及時支付該未經授權使用行為致生之欠款予 3DS。倘若相關 3DS 產品遭未經授權使用之授權數量，達客戶就相關已授權使用之 3DS 產品百分之五 (5%) 或更高比例，則客戶除支付相關授權費用外，另應賠償 3DS 之查核費用。執行上述權利與程序，不代表 3DS 放棄其執行本合約及/或以任何其他法律准許手段保護其智慧財產權之權利。

14. 雜項規定

14.1. 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。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 9.3 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。

14.2. 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

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.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. Order of Precedence. If there is a discrepancy, inconsistency, or contradiction between any OST and these terms, the provisions of the corresponding OST shall prevail, but solely with respect to those 3DS Offerings described in such OST.

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。

14.3. 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，並及時通知 3DS 或相關 3DS 集團公司。

14.4. 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。

14.5. 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，透過法律實施或出售客戶資產，無論是直接還是透過合併而進行，客戶控制權的變更應視為前述目的「轉讓」），均需經 3DS 事前書面批准。未經 3DS 同意而做出的該等嘗試應歸於無效。經批准轉移授權的，可能需要收取調整費用。本合約應對 3DS 及其繼受人、受讓人具有約束力並為其利益而簽訂。3DS 得全部或部分轉讓、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。

14.6. 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 產品之未來可用性、功能或產品更新而締結本合約。客戶採購訂單中包含及/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。

14.7. 優先順序。 若任何產品專用條款與本合約條款之間存在差異、不一致或衝突，僅就該產品專用條款中描述的 3DS 產品而言，應以相應產品專用條款的規定為準。

14.8. References. Customer authorizes 3DS to use its name and logo on 3DS's marketing and communication materials, including its website and/or social media accounts, for the purposes of identifying Customer as a client of 3DS.

14.9. 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.

14.10. Survival. The following sections of this Agreement shall survive termination or expiration: Sections 1 ("Definitions"), 2.2 ("Scope"), 4 ("Delivery and Payment"), 5 ("Intellectual Property"), 6.3 ("Disclaimers"), 7 ("Limitation of Liability"), 8 ("Distributors"), 9.4 ("Effect of Expiration or Termination"), 10 ("Customer Data; Data Privacy"), 11 ("Additional Terms for Education Use and Non-profit Research Use"), 12 ("Export"), 13 ("Software Compliance"), and 14 ("Miscellaneous") and any term identified as surviving termination in the Country Specific Terms.

14.11. Governing Law and Jurisdiction. The governing law and jurisdiction are set forth in the Country Specific Terms.

14.8. 引述。 客戶授權 3DS 在 3DS 的營銷和通訊材料（包括其網站及/或社交媒體賬戶）上使用其名稱和徽標，用於確定其為 3DS 的客戶。

14.9. 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。

14.10. 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（「交付與付款」）、第 5 條（「智慧財產」）、第 6.3 條（「免責聲明」）、第 7 條（「責任限制」）、第 8 條（「經銷商」）、第 9.4 條（「到期或終止的效力」）、第 10 條（「客戶資料；資料隱私」）、第 11 條（「教育和非營利研究使用附加條款」）、第 12 條（「出口」）、第 13 條（「軟體合規性」）、第 14 條（「雜項規定」）及經當地專用條款認定終止後應繼續有效之條款。

14.11. 準據法與管轄權。 準據法與管轄權規定於當地專用條款內。

COUNTRY SPECIFIC TERMS

當地專用條款

TERMS SPECIFIC TO TAIWAN**台灣專用條款**

Definitions - The definition of “Applicable Data Protection Legislation” in Section 1 of the General Terms shall be replaced with the following:

Applicable Data Protection Legislation means any applicable data protection laws and regulations that may apply to the processing of Personal Data provided by Customer, including Taiwan’s Personal Data Protection Act (PDPA), as applicable.

In addition to the definition of “Controller, Data Subject, Personal Data, Personal Data Breach, Process/Processing, Processor, and Supervisory Authority” in Section 1 of the General Terms, the following shall apply:

“Processing” shall be taken to mean “collection”, “use” and “processing” as defined under the PDPA.

Payment Terms – In addition to the provisions of Section 4.2.1 of the General Terms, the following shall apply:

Unless otherwise agreed to in writing by 3DS, Customer shall pay all invoices by wire transfer within sixty (60) days from the date of the invoice.

Late Payments – In addition to the provisions of Section 4.2.3 of the General Terms, the following shall apply:

Customer shall pay interest for late payment at a rate of the lesser of one and one-half percent (1.5%) per month or the highest lawful rate, on all sums unpaid at the due date, plus reasonable attorneys’ fees and costs incurred by 3DS and/or Distributor, as applicable, in collecting unpaid amounts.

Taxes – In addition to the provisions of Section 4.2.5 of the General Terms, the following shall apply:

All prices are exclusive of taxes. Customer shall be responsible for payment of any and all taxes, including fees, duties, excises, import VAT, or similar charges of any nature whatsoever, now in force or enacted in the future, that are levied, assessed, charged, withheld, or collected for or in connection with the transfer or usage, to the extent authorized hereunder, of the 3DS Offerings provided hereunder or otherwise arising in connection with this Agreement, but excluding domestic taxes based on 3DS’s net income.

If Customer is required to withhold, deduct, or pay for any tax from the amount of fees to be paid under this Agreement, then Customer shall pay such additional amount to 3DS as is necessary to ensure that 3DS receives a sum equal to what would have been received had no such withholding, deduction or payment been required.

Interoperability – In addition to the provisions of Section 5.1 of the General Terms, the following shall apply:

Except to the extent permitted by applicable law, Customer shall not modify, adapt, reverse engineer, decompile, disassemble, or otherwise translate all or part of the 3DS Offerings. If Customer wishes to ensure the

定義—一般條款第 1 條中「資料保護相關法規」的定義應以下文取代:

資料保護相關法規意指任何適用於處理客戶提供的個人資料的資料保護法律和規範，包括台灣《個人資料保護法》（如適用）。

除一般條款第 1 條中「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」的定義外，亦應適用以下定義:

「處理」意指《個人資料保護法》中定義之「蒐集」、「使用」和「處理」。

付款條款—除一般條款第 4.2.1 條之約款外，下列約款亦應適用:

除非經 3DS 另以書面同意，客戶應於發票開立日起六十（60）天內以匯款方式支付所有發票款項。

遲延條款—除一般條款第 4.2.3 條之約款外，下列約款亦應適用:

就遲延給付之款項，客戶應就到期日未付款項總額依月利率百分之一點五（1.5%）或法定最高利率中較低者支付利息，並加付 3DS 及/或其經銷商，如適用，為收取未清償款項所生之合理律師費用及費用。

稅費—除一般條款第 4.2.5 條之約款外，下列約款亦應適用:

所有價格均不含稅。客戶應負責支付目前及未來為了於此處授權之範圍內移轉或使用依本合約提供之 3DS 產品，或其他與本合約有關聯而衍生，所徵收、課徵、收繳、扣繳、收取之一切稅費，包括費用、關稅、貨物稅、加值型營業稅或任何性質之類似費用。但基於 3DS 之淨收入於該國所課徵之稅負不在此限。

若客戶須自依本合約支付之費用中預扣、扣除或支付任何稅費，客戶應向 3DS 支付額外之費用，俾使 3DS 取得與未預扣、扣除或支付此類費用時相同之款項。

互通性—除一般條款第 5.1 條，下列約款亦應適用:

除相關法令允許外，客戶不應對 3DS 產品之全部或部分進行修改、改編、逆向工程、反編譯、反彙編或以其他方式解譯。在

interoperability, within the limits of its authorized use as defined in Section 2 of these General Terms, of the 3DS Offerings with other computer software or with equipment under conditions provided for by law, Customer must ask 3DS for a license to use standard interfaces, exclusively for internal use to achieve interoperability. 3DS will grant Customer a license to use the standard interfaces at the then current prices and contractual conditions of 3DS or, if standard interfaces are not available, 3DS, for a fee, may provide Customer with the necessary information to permit interoperability. Customer is not authorized to give access to these interfaces to any person other than its authorized users (as defined in the OST).

Limitation of Liability - *The final paragraph of Section 7 of the General Terms shall be deleted and replaced in its entirety with the following paragraph:*

To the extent such limitation is permitted under application law, any legal action against 3DS must be filed with the appropriate judicial jurisdiction within two (2) years after the applicable cause of action has arisen.

Customer Data; Data Privacy - *Amend the paragraph of Section 10.5 as follows:*

Customer shall be responsible for complying with all Applicable Data Protection Legislation regarding, including without limitation, (i) collection, use, processing and transfer of Personal Data, (ii) information of Data Subjects and (iii) rights of Data Subjects.

Amend the paragraph of Section 10.7 as follows:

3DS, acting as Processor, will, collect, store, and Process the Personal Data for the purpose of performing this Agreement in accordance with all Applicable Data Protection Legislation and this Agreement, including the Data Processing Exhibit published in the 3DS Website Terms.

If and as required by Applicable Data Protection Legislation, 3DS will:

- (i) for the duration of use of the Online Services, Process Personal Data provided by Customer in accordance with this Agreement and Customer's reasonable written instructions, which in all circumstances shall be consistent with this Agreement;
- (ii) require that the persons who are authorized to Process Personal Data provided by Customer have a need-to-know and are bound by an appropriate obligation of confidentiality;
- (iii) reasonably assist Customer in complying with its obligations as Controller, taking into account the nature of Processing as described in the Agreement;
- (iv) reasonably assist Customer with fulfilling its obligations with regards to responding to requests from Data Subjects to exercise their rights under Applicable Data Protection Legislation in a manner consistent with the use of the Online Services and 3DS's role as Processor;
- (v) make available to Customer the necessary information in 3DS's possession to demonstrate Customer's compliance with its obligations provided for in the Applicable Data Protection Legislation and reflected in this section;

法律訂明的條件下，當客戶希望確認 3DS 產品與其他電腦軟體或設備之互通性時，於其被授權使用之範圍內（如一般條款第 2 條所定義）之相關限制外，客戶應向 3DS 請求授權使用標準介面（僅限於為互通性所需使用之該介面）。3DS 將依當時 3DS 價格及 3DS 的合約條件授權客戶使用標準介面；如無法授權使用標準介面，3DS 得有償提供客戶必要資訊以進行互通性測試。除由其所授權之使用者外（如 OST 所定義），客戶無權將該等介面之訪問權限提供給任何人。

賠償責任限制 - *刪除一般條款第 7 條最後一段，並以下文取代：*

在相關法令允許該限制的情況下，對 3DS 採取之一切法律行動，皆應於訴因發生後二（2）年內向適當之司法管轄機關提起。

客戶資料；資料隱私 - *第 10.5 條修訂如下：*

客戶應負責遵守所有資料保護相關法規，包括但不限於以下方面：(i) 個人資料的蒐集、使用、處理和傳輸，(ii) 資料主體的資訊，以及 (iii) 資料主體的權利。

第 10.7 條修訂如下：

作為處理方，3DS 將為履行本合約之目的根據所有資料保護相關法規及本合約（包括 3DS 網站條款中發佈的資料處理附件）蒐集、儲存和處理個人資料。

在資料保護相關法規要求時，3DS 將按照該等要求：

- (i) 於線上服務的使用期間，根據本合約和客戶的合理書面指示（在所有情況下，該等指示應符合本合約）處理客戶提供的個人資料；
- (ii) 要求被授權處理客戶提供的個人資料的人員確有必要知悉該等資料並遵守適當的保密義務；
- (iii) 基於本合約中所述的處理的性質，合理協助客戶履行其作為控制方的義務；
- (iv) 以符合線上服務的使用和 3DS 作為處理方的身份的方式，合理協助客戶履行響應資料主體根據資料保護相關法規的規定要求行使權利的請求；
- (v) 向客戶提供 3DS 持有的必要資訊，以證明客戶遵守了資料保護相關法規中規定的以及本條中反映的義務；

- (vi) upon termination or expiration of the Agreement, delete or return Personal Data provided by Customer to Customer, at Customer's option, and delete all existing copies, in accordance with the terms of this Agreement, except where applicable law requires retention of Personal Data or where retention of Personal Data is necessary for evidentiary purposes during the applicable statute of limitations.
- (vii) notify Customer and take remedial measures in the event that 3DS or 3DS's employees violate(s) the Applicable Data Protection Legislation; and
- (viii) inform Customer if 3DS becomes aware of Customer's instruction being in violation of the Applicable Data Protection Legislation.

Governing Law and Jurisdiction – In addition to the provisions of Section 14.11 of the General Terms, the following shall apply:

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.

- (vi) 在本合約終止或到期後，根據本合約條款刪除或向客戶返還（依客戶的選擇而定）客戶提供的個人資料，並刪除所有現有副本，除非適用法律要求保留個人資料，或在適用的訴訟時效期間出於證據目的而需要保留個人資料；
- (vii) 在 3DS 或 3DS 的員工違反資料保護相關法規之情形下，通知客戶並採取補救措施；及
- (viii) 在 3DS 知悉客戶的指示違反資料保護相關法規之情形下，通知客戶。

準據法與管轄權– 除一般條款第 14.11 條之約款外，下列約款亦應適用：

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