

DASSAULT SYSTEMES

CUSTOMER EVALUATION LICENSE AND ONLINE SERVICES AGREEMENT

客户评估许可与在线服务协议

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:

本评估许可协议由交易文件中列出的客户（以下简称“客户”）与 DASSAULT SYSTEMES 下属法律实体（以下简称“3DS”或“DS”）签订。本协议由客户通过签署或以其他方式接受引述本协议的交易文件而接受，或以 3DS 允许的其他电子方式（包括点击接受和电子签名）接受。双方约定如下：

GENERAL TERMS**一般条款****1. Definitions****1. 定义**

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 集团公司 (或 **DS 集团公司**) 指 Dassault Systèmes（一家法国的欧洲公司）或 Dassault Systèmes 直接或间接 (i) 持有其 50% 以上已发行股份或所有权权益，或 (ii) 有权指定其管理团队的任何实体。

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

3DS 产品（或 **DS 产品**）指一个或多个许可程序和/或在线服务和/或打包产品。

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.

3DS 网站条款指网站 www.3ds.com/terms 上的产品组合、数据处理附件及相关第三方条款。

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

协议指本协议条款、交易文件以及本协议所引述的 3DS 网站条款中包含的条款。

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.

适用数据保护法律指任何适用的数据隐私法律以及所有其他可适用于处理客户个人数据的法规

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、数据主体、个人数据、个人数据泄露、处理、处理方和监管机构在相关上下文中使用时，应具有与适用数据保护法律中相同的含义。如果适用数据保护法律对该等术语未作定义，则该等术语在本协议中使用时应具有与适用数据保护法律中类似术语相同的含义。如果没有类似术语，则应适用该等术语在欧盟第 2016/679 号条例（《通用数据保护条例》）中的定义。

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.

受控数据指以下任何信息：（i）属于任何适用的出口法规管制物品清单中任何类别的、以有形或无形方式存在的物项之开发、生产、组装、操作、修理、测试、维护或修改所需的信息（包括但不限于书面或口头沟通、设计、计算机辅助设计文档、计划、模型、照片、说明、工程设计和规格）；和/或（ii）对用于其存储或传输的信息技术系统有网络安全监管要求的信息。

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

客户数据指通过客户使用在线服务而由客户提供的或由 3DS 收集的数据，包括任何个人数据。

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.

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.

数据处理附件指 3DS 网站条款中发布的条款，适用于 3DS 代表客户作为处理方处理个人数据。

说明文件指连同 3DS 产品一并交付的任何形式的或以任何媒体承载的当前使用说明手册，供使用 3DS 产品时参考之用。

生效日 (i) 就许可程序而言，指下列较晚发生之日期：(x) 该许可程序被运至或以电子方式提供给客户之日，或（如适用）(y) 3DS 通知客户相关许可密钥已可索取或可使用之日；或 (ii) 就在线服务而言，指第 3 条所述之在线服务交付之日。

出口管制法规指所有适用的出口管制法律和法规以及全球范围的制裁方案，包括但不限于美国《出口管理条例》（EAR）和海外资产控制办公室（OFAC）特别指定的国民制裁措施和欧盟理事会法规（EU）2021/821。

许可程序指 (i) 根据交易文件向客户授予许可的任何数据处理程序和内容，包括数据库和数字模型，以及 (ii) 相关说明文件。

机器指在其上执行 3DS 产品的设备，该设备：(1) (i) (a) 属于客户或独受客户控制或监管，且 (b) 位于客户场所或根据远程工作条件工作，或 (ii) 由客户根据其自身信息技术条款或同等条款作出授权（第三方设备（如用户自身设备）据此获得特别授权）；或 (2) 由本协议项下特别授权的第三方服务提供商完全为并代表客户运营。

命名用户指拥有唯一的用户名和密码以在任何给定时间从单台机器使用 3DS 产品的用户。

在线服务指在线访问和使用许可程序和/或其他相关服务（3DS 可不时予以更新且客户可根据交易文件订购）。在线服务还可包括可能需要现场安装的特定许可程序。

打包产品指由客户根据交易文件订购的、包含多个许可程序和/或在线服务的 3DS 产品（详见 3DS 网站条款中列出的产品组合），前提是构成打包产品的每一个许可程序或在线服务应分别受本协议中对其适用的所有条款和条件的约束。

次级处理方指 3DS 或 3DS 任何其他次级处理方指定的、为代表客户根据本协议条款及书面分包合同条款（如适用）从事处理活动而从 3DS 处或 3DS 任何其他次级处理方处接收个人数据的任何处理方。

远程工作是指由客户作出授权且为客户利益而作出授权，使其员工能够在其自有的场所外使用信息和通信技术工作的任何计划。

若始终满足以下所有条件，则授权远程工作期间 3DS 产品的任何使用：(a) 客户的员工在连接到客户网络的机器上使用（例如通过虚拟专用网络），(b) 在根据协议进行合规性验证时客户能够提供对此类机器的访问权限，以及 (c) 客户的员工仅为满足客户内部需求使用 3DS 产品。

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.

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.

交易文件指 3DS 提供的、客户签署或以其他方式接受且被 3DS 接受的、列明客户所订购的 3DS 产品（包括该等 3DS 产品的数量、期限、地域范围、3DS 集团公司是许可人还是服务提供商以及客户信息等其他信息）并引述本协议的表格（可为在线表格）。

用户指（a）客户的任何员工，或（b）客户顾问或客户分包商的任何员工，该等人员（i）对 3DS 产品进行访问，（ii）仅为满足客户内部需求而工作，且（iii）其通常的工作场所位于客户场所内。在遵守本协议条款和条件（包括但不限于出口相关义务）的前提下，客户员工也可以根据远程工作条件工作。

在本协议上下文需要时，本协议中的条款同等适用于所定义的术语和表达的单数和复数形式。

2. 许可与使用权

2.1. 授予。自生效日起，3DS 授予客户一项临时、免费、非专属且不可转让的权利，供其在交易文件所述期限内，仅为评估交易文件所列 3DS 产品之目的（尤其不得用于任何生产、商业或培训之目的）访问并使用该等 3DS 产品。客户可（i）复制及安装必要数量的需要现场安装的相关许可程序的副本，及（ii）针对每一需要现场安装的许可程序分别制作一份副本，以作备份之用。

许可程序仅可（i）在该许可被客户订购的所在国家境内使用，（ii）在机器上运行或由机器访问，及（iii）（如适用）为交易文件中规定的最大数量的用户、命名用户或通过令牌授予的最大用量所使用。

在线服务仅能为交易文件中规定的最大数量的命名用户所使用。本协议不得包含任何服务水平协议，亦不得以任何服务水平协议作为补充。

2.2. 范围。就操作每一 3DS 产品，客户同意遵守（i）本协议条款和规定以及该等 3DS 产品的说明文件，及（ii）3DS 网站条款中公布的、适用于该 3DS 产品的任何第三方特别条款。客户同意确保其授权用户遵守该等条款和规定。

除非本协议明确规定，客户确认并同意，3DS 没有义务为本协议项下的 3DS 产品提供任何其他服务、支持或维护。除本协议中明确规定的权利之外，未向客户授予任何权利，包括但不限于任何使用、复制或展示的权利。除非适用的法律允许，客户不得对任何 3DS 产品的全部或部分进行修改、改编、反向工程、反编译、反汇编，或以其他方式进行翻译，亦不得向任何第三方提供、披露或传输与任何 3DS 产品有关的测试或基准测试结果。

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.

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.

3. 交付

3DS 产品将以电子方式交付或提供给客户。电子交付将通过向客户提供使用在线服务和/或下载许可程序的必要信息完成。客户负责自行进入 3DS 网站，下载许可程序。

4. 知识产权

3DS 和/或其供应商保留所有 3DS 产品及其所有修改或其他衍生作品中的一切知识产权的所有权。许可程序仅为许可使用，而非出售。客户应保留并复制任何 3DS 产品或其任何副本中出现的所有著作权、专利和商标声明。客户应完整、真实、准确地记录许可程序的全部副本，并将该等记录提供给 3DS 审核。客户了解，3DS 产品所含或所述的方法和技术，均为 3DS 和/或其供应商的专有信息或商业秘密，无论是否标明为“保密”。客户应将该等资料视为保密信息，不得予以披露。

5. 保证、责任限制、使用风险与赔偿

3DS 产品系按“原样”提供，且在适用法律允许的范围内，未附有任何形式（无论是明示或暗示的、口头或书面的）的保证，包括但不限于任何默示的关于适销性、适用于特定用途、所有权和不侵权保证。

对于以任何方式与本协议、任何 3DS 产品、说明文件或服务相关的直接、间接、附带、后果性或惩罚性损害（包括但不限于对利润损失、业务中断或数据丢失而提起的索赔）（无论 3DS 是否被告知发生该等损害的可能性），3DS 和其许可方均不承担责任。

客户使用 3DS 产品应自担风险。对因本协议或客户使用本协议项下的 3DS 产品所引起的任何及所有责任或费用（包括但不限于合理律师费），客户应赔偿 3DS 及其许可方，并使之免受损害。

6. 期限与终止

6.1. 期限。 本协议有效期为交易文件中规定的期限，除非本协议任何一方因故或无故以书面通知另一方的方式提前终止本协议。

6.2. 到期或终止的效力。 本协议或本协议项下所授予的任何许可或本协议项下所提供的任何在线服务期满或终止后，客户应立即销毁或归还已终止或已期满许可程序的全部副本以及相关说明文件，不得继续使用在线服务。

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.

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

7. 在线服务附加条款

客户数据。所有客户数据始终为发布该等客户数据的客户或授权用户的专有财产。客户应对所有客户数据的准确性、质量、完整性、合法性、可靠性及适宜性以及为其取得著作权许可负全责。受限于本协议条款和条件，客户向 3DS 授予一项非独占许可，允许 3DS 使用、拷贝、存储和传输客户数据，并在提供、维持和改进在线服务所需的合理范围内允许 3DS 的集团公司以及 3DS 的处理分包商使用、拷贝、存储和传输客户数据。客户应就因以下事项引起的或与之相关的全部第三方案赔为 3DS 集团公司抗辩：(i) 客户违反适用法律或法规使用在线服务，和/或 (ii) 违反、侵犯或滥用因客户数据而产生的第三方权利，且客户应支付有管辖权的法院最终判定 3DS 承担的或因该等索赔而由客户签署的书面和解协议中约定的全部成本、损害赔偿及费用（包括合理的律师费），但前提是 (i) 3DS 立即向客户发出有关索赔的书面通知，及 (ii) 3DS 给予客户就索赔而进行抗辩以及进行任何相关和解谈判的独家控制权，且 3DS 在索赔抗辩和和解的过程中给予合理配合。

客户承诺不会，并确保所有用户不得，在其数据共享环境中处理、存储或上传任何保密信息或保密数据。

在本协议期满或终止后，3DS 可销毁客户数据，不再另行通知。

8. 出口

8.1. 出口法规。3DS 产品和相关说明文件应符合与 (i) 其出口、进口、转出口及国内转移、(ii) 客户预期的最终用途以及 (iii) 受控数据的接收、使用、存储和/或出口有关的出口管制法规。若出口管制法规之间存在任何冲突，则为本协议之目的，应以限制性最强的法律为准。

8.2. 许可证/授权。如果未寻求或未获得根据出口管制法规向客户出口所需的授权、许可和批准，3DS、任何 3DS 集团公司及其许可方均不承担责任。

8.3. 客户责任。客户应遵守所有适用的出口管制法规，并且，如果出口或转出口需要根据出口管制法规要求获得出口许可证或其他政府批准而未事先获得，客户则不得直接或间接出口或转出口任何 3DS 产品或相关说明文件。客户不得将任何 3DS 产品及说明文件用于任何违反出口管制法规的用途，包括但不限于任何核武器、化学或生物武器或导弹运载系统的扩散。若出口管制法规禁止，客户不得将任何 3DS 产品或说明文件转移至任何国家、公司或个人。为此，3DS 应有权随时要求客户 (i) 签署具有约束力的最终用途表，确认客户遵守出口管制法规（特别是关于 3DS 产品合规使用和不得转移至任何国家、公司或个人），及 (ii) 提供证据以证明 3DS 产品的使用符合出口管制法规。

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

9.1 Principle.

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, 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 of Personal Data provided by Customer, 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.

9.2 Exception.

When the evaluation of the Online Services, as described in the Transaction Document, irrefutably requires the Processing by 3DS of Personal Data provided by Customer on behalf of Customer, Customer appoints 3DS as Processor and the Parties agree that 3DS will Process Personal Data provided by Customer in accordance with this Agreement including the Data Processing Exhibit published in the 3DS Website Terms.

8.4. 在线服务。客户确认，客户数据可以转移至或存储在任何国家。在出口的情况下，客户应被视为受控数据的出口方，并负责遵守适用于其数据的所有出口管制法规。客户应确保本协议下的所有用户避免在其数据共享环境中处理、存储或上传任何受控数据。前句中的限制不适用于仅在向受贸易制裁的国家出口时才需要出口授权的信息。

8.5. 适用。本协议下信息出口、转出口及国内转移应遵守出口管制法规。除非另有协议约定，双方不得披露或交换任何受控数据。前句中的限制不适用于仅在向受贸易制裁的国家出口时才需要出口授权的信息。

8.6. 合规。3DS 和任何 3DS 集团公司在本协议项下的义务应以符合所有适用的出口管制法规为前提和条件。如果客户违反本协议中的出口管制法规规定，或如果履行本协议将导致 3DS 和/或任何 3DS 集团公司违反任何出口管制法规，或如果继续履行本协议将可能致使其遭受到任何政府机构的制裁或处罚，则 3DS 和/或任何 3DS 集团公司可以随时终止或暂停本协议、终止或暂停在线服务的所有许可和访问权限、终止或暂停供应本协议项下的 3DS 产品，或全面停止或暂停履行本协议项下的义务。该等暂停或终止自书面通知中规定的日期起生效。

9. 客户数据；数据隐私

9.1 原则。

每一方确认，就管理本协议所需的专业联系方式的处理而言，客户和 3DS 各自根据其公开的隐私政策作为独立的控制方。

客户确认并同意，原则上，除非在线服务的评估（明确排除任何生产、商业或培训之目的）不容争辩地要求 3DS 处理客户提供的个人数据（客户个人数据），否则客户不得将任何个人数据传输给 3DS 用于在线服务的评估。在传输将由 3DS 处理的数据之前，客户有责任使用“假”数据和/或对任何个人数据进行匿名化。

9.2 例外情况。

当交易文件中描述的在线服务的评估不容争辩地要求 3DS 代表客户处理客户提供的个人数据时，客户将指定 3DS 为处理方。双方同意，3DS 将按照本协议包括 3DS 网站条款中发布的数据处理附件处理客户提供的个人数据。

Customer acknowledges and agrees that it is and shall at all times remain the sole 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 (including cross-borders transfer) and storage of Personal Data, (ii) information and/or consent of Data Subjects and (iii) rights of Data Subjects, including access, modification, and deletion where applicable.

Customer warrants that it will, and will only instruct 3DS to, Process the Personal Data provided by Customer in accordance with the Applicable Data Protection Legislation. Customer further warrants that it has provided all the sufficient notices and obtained all the necessary consent, approval, certification, license from the Data Subjects and/or the regulatory authorities to permit, enable and ensure the lawful collection, disclosure, transfer (including overseas data transfer), storage, use and processing of Personal Data by 3DS for the purpose of the Agreement. Without prejudice to the generality of the foregoing, where the processing of the Personal Data provided by Customer is subject to the Applicable Data Protection Legislation of the People's Republic of China ("PRC"), Customer agree that 3DS may transfer the Data provided by Customer outside of the PRC and the Customer shall take all the required actions to make the cross-border transfers compliant with the Chinese data protection laws.

3DS, acting as Processor, will collect, store and Process the Personal Data in accordance with the Agreement.

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, regarding sections 32 to 36 of the General Data Protection Regulation, taking into account the nature of Processing as described in the Agreement; If 3DS has reason to believe or is convinced that a Personal Data Breach impacting Customer has occurred, 3DS will (i) notify the incident to Customer without undue delay after becoming aware of such Personal Data Breach, (ii) provide Customer with available information allowing it to comply with its notification obligations with competent supervisory authority;
- 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, in case compliance with Applicable Data Protection Legislation cannot be evidenced through the appropriate documentation provided by 3DS, allow for, an audit. Such audit will be (i), notified to 3DS in writing at least thirty (30) days in advance by indicating its scope which shall be limited to assess Customer's compliance where the documentation provided by 3DS is not relevant (ii) conducted by an independent auditor mandated by Customer at Customer's costs and performed not more than once every twelve (12) months;

客户确认并同意，其现在和将来始终为其访问和使用 3DS 产品过程中处理的个人数据的唯一控制方，因此，应负责遵守所有适用数据保护法律，包括但不限于以下方面：（i）个人数据的传输（包括跨境传输）和存储；（ii）数据主体的信息和/或同意；及（iii）数据主体权利，包括适用的访问、修改和删除。

客户保证其将且 3DS 将仅依据其指示按照适用数据保护法律处理客户提供的个人数据。客户进一步保证，其已向数据主体和/或监管机构提供所有充分的通知并获得所有必要的同意、批准、认证、许可，以允许、促成并确保 3DS 为本协议之目的合法收集、披露、传输（包括海外数据传输）、存储、使用和处理个人数据。在不影响前述规定的通用性的前提下，如客户提供的个人数据的处理受中华人民共和国（“中国”）适用数据保护法律的约束，客户同意 3DS 可将客户提供的数据转移至中国境外，且客户应采取一切必要行动使跨境转移符合中国数据保护法律的规定。

3DS 作为数据处理方，将根据协议收集、存储和处理个人数据。

如果适用数据保护法律要求，3DS 将：

- i. 在使用在线服务期间，根据本协议和客户的合理书面指示处理客户提供的个人数据，而客户的合理书面指示在任何情况下都应本协议保持一致；
- ii. 要求被授权处理客户提供的个人数据的人员确有必要知道并遵守适当的保密义务；
- iii. 基于本协议所述的处理的性质，合理地协助客户使其履行《通用数据保护条例》第 32 条至第 36 条；如果 3DS 有理由相信或确信发生了影响客户的个人数据泄露事件，3DS 将：（i）在知悉该等个人数据泄露事件后，不无故延迟向客户通知该事件，（ii）向客户提供可用信息，使其能够履行向主管监管机构的通知义务；
- iv. 以符合在线服务使用和 3DS 作为处理方的角色的方式，合理协助客户履行其义务，回应数据主体行使适用数据保护法律规定的权利的请求；
- v. 向客户提供 3DS 掌握的必要信息，以证明客户遵守适用数据保护法律规定的和本节反映的义务；以及，在无法通过 3DS 提供的适当文件证明客户遵守适用数据保护法律的情况下，允许进行审核。该等审核将（i）至少提前三十（30）日以书面形式通知 3DS，说明审核的范围，该范围应仅限于在 3DS 提供的文件不相关的情况下评估客户的合规情况，（ii）由客户授权的独立审核员进行，费用由客户承担，且每十二（12）个月不超过一次；
- vi. 实施数据处理附件中所述的技术和组织措施，客户在考虑到技术发展水平、实施成本和处理性质、范围、背景和目的以及对自然人的权利和自由造成的不同可能性和严重程度的风险后，认为这些措施是适当的。
- vii. 保留一份因代表客户执行处理活动而将参与处理客户提供的个人数据的次级处理方的清单，并通知客户有关增

- vi. implement the technical and organization measures as described in the Data Processing Exhibit, which Customer deems appropriate taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- vii. keep a list of the Sub-Processors that will be involved in the Processing of Personal Data provided by Customer due to the Processing activities implemented on behalf of Customer and inform Customer of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the Customer the opportunity to object to such changes. Customer will be notified at least 15 (fifteen) days in advance before authorizing any new Sub-Processor to Process Personal Data provided by Customer with a mechanism to obtain notice of that update, except in case of emergency. Customer may reasonably object to 3DS's use of a new Sub-Processor if (i) such new Sub-Processor Processes Personal Data provided by Customer, (ii) Customer demonstrates it has a legitimate interest, and notifies 3DS in writing, within fifteen (15) days after receipt of the notification, it being specified that in the absence of an objection from Customer, the Sub-Processor is deemed to be accepted by Customer. If Customer notifies its objection related to the new Sub-Processor within the above timeframe, Customer may terminate the 3DS Offering impacted by this change of Sub-Processor before the end of the notice period of fifteen (15) days after receipt of the notification; and
- viii. upon termination or expiration of the Agreement, delete or return to Customer Personal Data provided by 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 provided by Customer is necessary for evidentiary purposes during the applicable statute of limitations.

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. 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.

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,

- 加或更换其他次级处理方的任何预期变更，从而给与客
户反对此类变更的机会。在授权任何新的次级处理方处
理客户提供的个人数据之前，将至少提前十五（15）日通
知客户，并提供获取更新通知的机制，但紧急情况除
外。在以下情况下，客户可合理反对 3DS 使用新的次级处
理方：（i）该新的次级处理方处理客户提供的个人数
据，（ii）客户证明其拥有合法权益，并在收到通知后十
五（15）日内以书面形式通知 3DS，但须明确的是，在客
户未提出异议的情况下，该次级处理方被视为已被客户
接受。如果客户在上述期限内通知其对新的次级处理方
提出异议，则客户可在收到通知后的十五（15）日的通知
期限结束前终止受次级处理方变更影响的 3DS 产品；且
- viii. 自本协议终止或期满时起，根据本协议并依客户选择删
除或返还客户提供的个人数据，并删除全部现有副本，
除非适用法律要求保留客户提供的个人数据，或在适用
诉讼时效期间出于取证目的而需要保留客户提供的个人
数据。

10. 其他

10.1. 通知。本协议项下需要的所有通知应采用书面形式，并按
照相关交易文件中规定的联系地址交付给另一方。客户向 3DS
发出的通知应抄送给 legal.notice@3ds.com。就在线服务而言，
3DS 可采用电子邮件的通知方式，且该等通知应在该电子邮件
发给客户后二十四（24）小时即被视为已送达生效。在 3DS 网
络商店中订购的 3DS 产品，应按 3DS 网络商店中规定的流程发
送通知。

尽管有上述规定，在第 6.1 条项下需要发出书面通知时，可以
通过信件、电子邮件或 3DS 已提供流程的其他电子方式满足此
项要求。

10.2. 不可抗力。任何一方如因下列原因违反本协议规定之义
务，无需承担责任：（i）本协议的准据法及管辖法院规定的不
可抗力事件，或（ii）以下原因：罢工（不论是否事先宣
布）、战争（不论是否宣战）、暴动、政府行动、恐怖行为、
天灾（火灾、水灾、地震等）、或任何电力、公共设施或电信
中断。

10.3. 第三方托管。客户已获得授权，可以在由信誉良好的第三
方服务提供商运营的机器上远程安装和使用许可程序，并指定
该提供商仅代表客户托管许可程序；但前提是：（i）仅正式授

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.

10.8. 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

权用户有权使用许可程序；(ii) 客户应确保该服务提供商仅为按照本协议条款向客户提供上述服务之目的而授予许可程序的访问权限；且 (iii) 该服务提供商并非其产品或服务与 3DS 产品形成竞争的集团公司的任何成员公司。若客户知悉任何对许可程序未经授权的访问、使用或披露，客户应立即终止服务提供商对许可程序的访问权限。

10.4. 可分割性。若本协议任何条款被认定为非法、无效或无法执行，其他条款应保持完全效力，应对受影响条款进行修改，在最大程度上使其有效并可执行，以实现双方的最初目的。

10.5. 转移；转让；分包。对本协议或本协议项下客户权利、责任、利益或义务的任何分包、转让、转托或转移（包括但不限于通过合并、控制权变更、收购、剥离、法律施行或实物出资），均需经 3DS 事先书面批准。未经同意而做出的该等尝试应归于无效。本协议应对 3DS 及其继受人、受让人具有约束力并视为为其利益而签订。3DS 可以全部或部分转让、转托、分包或以其他方式转移其在本协议项下的任何权利或义务，无需客户同意。

10.6. 完整协议。本协议构成双方之间就本协议标的事项达成的完整协议，取代先前及目前的所有口头或书面建议、协议、谅解、陈述及通讯。客户确认：(i) 其已充分知悉本协议及通过引述并入本协议的全部条款，(ii) 同意受该等条款约束并遵守该等条款，及 (iii) 其在签订本协议时，并未依赖任何 3DS 产品的未来可用性、功能或产品更新。客户采购订单中包含和/或引述的任何条款或条件不得以任何方式取代、补充或修改本协议的条款。除非以书面形式作出并经双方签字，否则对本协议任何条款的弃权或修改不具有约束力。一方在任何时候未要求另一方履行本协议任何规定的，不得以任何方式影响其以后强制执行该规定或任何其他规定的权利。

10.7. 修订及不弃权。对本协议任何条款的弃权、变更、修订或取消均不具有约束力，除非以双方签署的书面修订方式做出。一方在任何时间未能要求履行本协议任何条款，不得以任何方式影响其后强制执行该条款或任何其他条款的权利。

10.8. 语言。本协议采用英文，且可以仅为提供信息之目的采用除英文以外的语言。英文版本为本协议唯一具有约束力并可以强制执行的版本。

10.9. 存续。本协议以下条款应在本协议终止后保持有效：第 1 条（“定义”）、第 2.2 条（“范围”）、第 4 条（“知识产权”）、第 5 条（“保证、责任限制、使用风险与赔偿”）、

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 Hong Kong, without regards 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 settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause, by one arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Hong Kong and shall be conducted in English. The seat of arbitration shall be Hong Kong. The decision resulting from the arbitration and the arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The prevailing party shall be entitled to fees and costs.

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.

第 6.2 条（“到期或终止的效力”）、第 7 条（“在线服务附加条款”）、第 8 条（“出口”）、第 9 条（“客户数据；数据隐私”）和第 10 条（“其他”）。

10.10. 准据法及管辖权。本协议受香港法律管辖并依其解释（不包括任何冲突法原则），且不适用《联合国国际货物销售合同公约》。

因本协议产生或与之相关的任何争议（包括任何对本协议的存续、效力或终止而提出的质疑）均应由根据《国际商会仲裁规则》（该规则被视为通过引述而纳入本条规定）指定的一名仲裁员按照上述规则予以最终解决。仲裁应在香港以英语进行。仲裁地为香港。因仲裁而做出的决定及仲裁裁决为终局的，对双方均具有约束力，双方同意接受裁决约束并执行裁决。胜诉方有权获得费用和开支的补偿。

客户确认并同意，上条规定不得以任何方式妨碍、约束或以其他方式限制 3DS 向任何法域内具有管辖权的法院寻求因本协议的效力、解释和（或）履行引起或与之相关的禁令救济、衡平法上的救济或启动诉前准备程序，或解决涉及知识产权所有权的任何争议的权利。

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