

## DASSAULT SYSTEMES

## CUSTOMER LICENSE AND ONLINE SERVICES AGREEMENT

## 客户许可与在线服务协议

This Customer License and Online Services Agreement is made by and between the customer (“**Customer**”) and the Dassault Systemes (“**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:

本客户许可与在线服务协议由交易文件中列出的客户（以下简称“**客户**”）与 Dassault Systemes（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 fifty percent (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）持有其百分之五十（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 relevant OST, Support Services policies, product portfolio, price, Data Processing Exhibit, Service Level Agreement and shared responsibility model located at the website available at [www.3ds.com/terms](http://www.3ds.com/terms).

**3DS 网站条款**指网站 [www.3ds.com/terms](http://www.3ds.com/terms) 上的相关产品专用条款（OST）、支持服务政策、产品组合、价格、数据处理附件、服务水平协议及责任共担模型。

**Administrative Region** means either a country and, if applicable, an administrative territory with tax authority (e.g. provinces, states and landers) on withholding tax, value-added tax or similar charges.

**行政地区**指一个国家，或（如适用）具备预提税、增值税或类似税费征管权限的行政区域（例如省、州、联邦州）。

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

**协议**指本协议所述一般条款、适用的当地专用条款、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.

**适用的数据保护法律**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。

**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; and/or (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）属于任何出口管制法规管制物项清单中任何类别的、以有形或无形方式存在的某一物项之开发、生产、组装、运行、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。

**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

**控制者、数据主体、个人数据、个人数据泄露、处理、处理者和监管机构**在相关上下文中使用时，应具有与适用的数据保护法律中相同的含义。如果适用的数据保护法律对前述术语未作定义，则该等术语在本协议中使用时应具有与适用的数据保护法律中类似术语相同的含义。如果没有该等类似术语，则应适

analogous terms, then the definitions of those terms under Regulation (EU) 2016/679 (General Data Protection Regulation) shall apply.

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

**Customer Data** means the data stored in the Online Services, including digital asset, metadata and Personal Data, which is either provided or generated by Customer, through its use of the Online Services.

**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

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。

**当地专用条款**指下文与客户所在国（地区）相对应的条款，该等国别（地名）于交易文件中列明。

**客户数据**指存储于在线服务中的，客户通过使用在线服务提供或生成的数据，包括数字资产、元数据及个人数据。。

**数据处理附件**指 3DS 网站条款中发布的且适用于 3DS 作为处理者代表客户处理个人数据情形的条款。

**经销商**指经 3DS 授权经销 3DS 产品和/或支持服务的第三方。

**说明文件**指当前连同 3DS 产品一并交付的任何形式的或以任何媒介承载的使用说明手册，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：（a）该许可程序被发运或以电子方式提供给客户之日，或（如适用）（b）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 4.1 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，（ii）相关说明文件，和（iii）修补程序及客户有权取得的更新版本。许可程序不包括许可程序的全新版本（包括架构、用户界面或交付模式显著不同的任何后续产品）。

**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。

**OST（产品专用条款）**指 3DS 网站条款中发布的适用于 3DS 产品之某一特定更新版本的专用条款。适用于特定更新版本的 OST，指在初始交付时适用于该特定更新版本的 OST。适用于 3DS 产品后续更新版本的任何 OST，总体上不会导致本协议项下客户的责任和义务实质增加或 3DS 的责任和义务实质减少。

**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

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.

**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; and
- 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 or in a separate written agreement, Customer agrees not to: (a) use and permit any third party to use, any 3DS Offering and/or any part or output of any 3DS Offering,

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。

**更新版本**指普遍提供给市场的同一主要版本 3DS 产品之定期更新。

**服务水平协议**指 3DS 网站条款中发布的针对在线服务的服务水平条款。

**分处理者**指 3DS 或 3DS 任何其他分处理者指定的、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 任何其他分处理者处接收个人数据的任何处理者。

**支持服务**指本协议所称之 3DS 产品的维护、加强和其他支持服务, 内容详见 3DS 网站条款。

**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 产品和/或支持服务(包括该等 3DS 产品和/或支持服务的许可数量、应付费用(通过经销商订购的除外)、期限、地域范围和 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)。

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 授予客户一项非专有的且不可转让(本协议明确准许的除外)的许可(许可期限见交易文件), 供其用于执行下列工作(仅限企业自身内部用途):

- 依据本协议条款和条件以及 3DS 产品适用的说明文件访问及使用 3DS 产品;
- 准许其授权用户(详见适用的 OST)访问及使用 3DS 产品; 和
- 安装许可数量的副本, 并为需要现场安装的 3DS 产品制作一份备份副本。

**2.2. 范围。**客户同意按照本协议条款和规定以及适用的说明文件操作每一 3DS 产品, 并确保其授权用户遵守该等条款和规定。许可密钥、许可令牌或媒介交付本身并不授予使用任何未按交易文件订购的软件的任何权利。除非本协议另有明确规定, 未授予客户任何其他明示或暗示的权利或许可。

除非本协议或另有单独的书面协议明确准许, 客户同意不得做出下列行为: (a) 使用或允许任何第三方使用任何 3DS 产品

including content, data or results generated by the use of any 3DS Offering to develop software applications (i) for use by or distribution to any third party or (ii) competing or intending to compete directly or indirectly with any 3DS software or service, including through artificial intelligence model or system training; (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 Support Services; and (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

和/或任何 3DS 产品的任何部分或输出内容（包括使用任何 3DS 产品生成的内容、数据或结果），以开发软件应用程序 (i) 供任何第三方使用或分发给任何第三方，或 (ii) 与任何 3DS 软件或服务直接或间接竞争或意图展开该等竞争，包括通过人工智能模型或系统训练的方式；（b）将任何 3DS 产品出租、租赁或分许可给第三方，或用于为第三方执行或提供任何类型的与任何 3DS 产品相关的服务，包括但不限于咨询、培训、协助、外包、服务代理、定制或开发；（c）更正任何 3DS 产品的错误、瑕疵和其他运行异常之处；（d）对任何 3DS 产品的全部或部分进行反向工程、反编译、反汇编、改编或以其他方式翻译；（e）自行或授权任何第三方对在线服务或 3DS 用于提供在线服务或支持服务的任何相关网络或系统进行安全测试；或（f）公开地或向任何第三方提供、披露或传输与客户持有的或第三方代表客户持有的任何 3DS 产品相关的基准测试或测试结果，例如任何脆弱性测试结果。

### 3. 支持服务

3DS 产品支持服务将根据 3DS 网站条款中发布的适用的支持服务政策提供，其中包括支持请求管理，且就许可程序而言，包括于支持服务期限内提供的更新版本。支持服务政策可能随时变动，但在客户下一次续订支持服务之前，任何变动不会对客户生效。除非客户另有要求或支持服务根据本协议被终止，支持服务将依照现行支持服务政策按年自动续订。

### 4. 交付与付款

**4.1. 交付。** 3DS 产品将以电子方式交付和/或提供给客户。电子交付将通过向客户提供访问在线服务和/或下载许可程序的必要信息进行。客户负责自行进入 3DS 网站，下载许可程序。需要实物交付的许可程序，应依据《2020 年国际贸易术语解释通则》中的“货交承运人”条件，于 3DS 指定的 3DS 营业场所由 3DS 交付。

#### 4.2 付款

**4.2.1. 付款方式。** 客户应按照适用的交易文件（如通过经销商订购，则应按照客户与经销商之间的类似文件）中所示的价格，支付适用于每一 3DS 产品和支持服务的费用。除非在交易文件中另有约定，（i）所有费用都将预先出具账单，（ii）客户应依据当地专用条款，支付账单金额。如未支付相关款项，3DS 有权暂停提供任何支持服务和/或在线服务。

为避免客户有多个续订日期，对于任何有不同续订日期的 3DS 产品或支持服务，双方可选择设定一个统一的续订日期，且 3DS 将按比例计算应付费用（如适用）以避免重复计费。

客户可以选择在线支付某些 3DS 产品的费用。在此情况下，将以电子邮件的形式通知客户需要自动续订的 3DS 产品即将续订。续订费用将于续订日期前不早于七（7）日计入客户的账

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 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 as identified in the Country Specific Terms.

**4.2.4. Pay Agents.** Customer may designate a third-party pay agent to be the recipient of 3DS invoices related to the 3DS Offerings and Support Services ordered under a Transaction Document, provided that such third-party pay agent is located in the same Administrative Region as the Customer, otherwise a separate agreement is needed. Such pay 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 and tax obligations hereunder. Customer shall perform any obligation which could be created by or related to designation of a pay agent. No express or implied license to the 3DS Offerings or other benefit is granted to the third-party pay 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 5.2 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

户。一旦计入客户账户，续订将被视为接受，不得取消或撤销。如客户拒绝计入其账户，3DS有权自续订日期起终止相关3DS产品。

**4.2.2. 续订定价。**任何给定期间的固定期限许可程序和/或支持服务的续订价格系前一期期间的价格加上在续订日期前至少九十（90）日发布的、适用于适用国家内的许可程序的最近一次的增长率。如适用，现行价格上涨的条款和条件见3DS网站条款。

固定期限在线服务和/或相关支持服务的续订价格应在前一期向客户收取的费用上适用续订期限的列表价格与前一期间的列表价格之间的差额比率进行计算。

**4.2.3. 延迟付款。**客户应依照当地专用条款中的规定支付延迟付款的利息及催收费用。

**4.2.4. 付款代理。**客户可指定第三方付款代理作为与交易文件项下订购的3DS产品和服务相关的3DS发票的接收方，但该第三方付款代理须与客户位于同一行政地区，否则需另行签订协议。该付款代理将直接以客户的名义并代表客户向3DS支付交易文件中规定的适用款项。客户仍应向3DS承担本协议项下的所有付款及缴税义务。客户应履行因指定付款代理而可能产生的或与之相关的任何义务。本协议未向第三方付款代理授予对3DS产品的任何明示或暗示的许可或其他权益。

**4.2.5. 税费。**所有价格均不含税。客户应负责缴纳当地专用条款中详细载明的任何及所有税费，以及因3DS产品转让或使用而产生的任何及所有税费。

## 5. 知识产权

**5.1. 所有权。**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，无论是否标记“保密”。客户应将该等资料视为保密信息，不得予以披露。

**5.2. 知识产权索赔。**如果第三方提起任何索赔指称根据本协议交付的3DS产品侵犯任何国家的著作权，或美国、日本或欧洲专利组织成员国的专利，3DS将为客户进行抗辩。3DS还将支付有管辖权的法院最终判决客户应负担的或者在3DS签订的书面和解协议中同意支付的所有因该等索赔而产生的成本、损害赔偿及费用（包括合理的法律费用）。本第5.2条中3DS义务的前提是客户：（i）及时书面通知3DS该等索赔；（ii）给予3DS对于针对索赔而进行的抗辩及相关和解协商行动的独家控制权，并（iii）在抗辩与和解过程中提供合理协助。

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 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 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-

该义务不适用于与以下事项相关的任何索赔：(i) 3DS 以外的任何人对 3DS 产品做出的修改，或 (ii) 客户内容或第三方内容，包括通过 3DS 产品提供或公布的数据库和/或数字模型，或 (iii) 一个或多个 3DS 产品搭配非 3DS 指定的其他硬件、数据或程序使用，或 (iv) 使用并非最新的修补程序或更新版本（前提是如使用该等最新的修补程序或更新版本，本可避免该等索赔）。

如遭知识产权侵权索赔或 3DS 合理认为可能遭到该索赔，3DS 可自行决定并自费 (i) 为客户取得继续使用相关 3DS 产品的权利，或 (ii) 修改 3DS 产品使其不致侵权，或 (iii) 以其他具有类似功能的程序取代。若 3DS 判断上述方案均无法按合理条款得以实现，3DS 可终止受影响的 3DS 产品。针对固定期限 3DS 产品，3DS 应就受影响的 3DS 产品退还依据本协议预先支付但尚未使用的费用。针对非固定期限 3DS 产品，3DS 将退款给客户或提供抵扣额（依客户的选择而定），金额等于客户就该等 3DS 产品支付的相应一次性费用依直线法按三（3）年折旧后的金额。在获得退款或抵扣额之前，客户应以书面形式（由客户的管理人员签字）证明受影响的许可程序的所有副本均已归还或销毁。

本第 5.2 条载明了针对知识产权侵权，3DS 承担的全部责任以及客户享有的唯一救济方式。

## 6. 保证

**6.1. 许可程序保证。** 3DS 保证，任何许可程序自最初交付后九十（90）日内，该许可程序将实质上符合其说明文件，但前提是许可程序在规定的运行环境下使用。若许可程序未能依前述约定符合其说明文件，且客户在该保证期限内通知 3DS，3DS 将尽商业上合理的努力使许可程序达到所保证的运行性能。若 3DS 在自该等通知之日起九十（90）日内仍未提供相符的许可程序，则客户可于三十（30）日内，终止不符许可程序的许可，并获得就该等不符许可程序已支付的所有费用的全额退还。对于违反本保证的情形，该退款是 3DS 承担的唯一责任及客户享有的唯一救济。

**6.2. 在线服务保证。** 3DS 保证，在每个在线服务产品的订阅期限内，当根据本协议的条款和条件访问和使用时，该等在线服务将实质上按照其说明文件执行。

客户应及时向 3DS 发出本保证项下的任何索赔通知，并（如适用）向 3DS 提供所需的合理协助，以便 3DS 确定和修复在线服务的该等实质不符合项。对于违反本保证，客户的唯一救济是要求 3DS 尽商业上合理的努力，使任何不符合保证的在线服务符合保证。如果 3DS 未在该通知日期后九十（90）天内修正不符合项，客户可在三十（30）天内向 3DS 发出书面通知，终止其访问和使用不符合保证的在线服务的权利，并在终止生效日期后按比例收取该等不符合保证的在线服务剩余期限所对应的

rate 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.

**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.

已付订阅费退款。对于违反本保证的情形，该退款是 3DS 唯一责任和客户的唯一救济。

**6.3. 免责声明。** 前述保证取代并排除其他所有明示或默示的对 3DS 产品的保证、陈述或条件，包括但不限于任何默示的适销性、适用于特定用途、所有权及不侵权保证。

对于任何 3DS 产品的使用或应用，或 3DS 产品用户获得的结果或达成的决策，3DS 概不承担任何责任。3DS 不保证下列事项：(i) 任何 3DS 产品的功能符合客户的要求，或能帮助客户达成其自身设定的目标，或 (ii) 3DS 产品能于客户选择的特定组合或环境下运行，或 (iii) 3DS 产品的运行不间断或毫无错误。在任何情况下，客户应自行负责确保 3DS 产品产生的结果，符合客户的产品或服务的品质与安全规定。3DS 任何员工或代理人均无权给予范围更大或不同的保证。客户对于下列事项负有完全责任：(a) 选择 3DS 产品，以达成客户预期之结果，(b) 安装许可程序，(c) 采取充分措施，正确测试、操作和使用各 3DS 产品，及 (d) 由此取得的结果。

3DS 对于任何客户内容或第三方内容（包括通过 3DS 产品而提供或公布的数据库和数字模型）无任何控制权，且对其不承担任何责任或义务。

## 7. 责任限制

除第 5.2 条规定 3DS 应负之责任外，3DS 所承担的损害赔偿责任总额不得超过客户于引起本协议项下索赔的首次事件出现前十二（12）个月内在本协议项下所实际支付的费用之总额。即使存在多项索赔，也不应提高这一总额上限。

尽管有前述规定，且，除第 5.2 条规定的 3DS 应负之义务外，在适用法律允许的范围内，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间接、附带、后果性或惩罚性损害，以及对利润损失、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 均不承担任何责任。

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.

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 9.3.1 and unless otherwise stated in the applicable OST, 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.

无论诉讼方式为何，无论诉讼系基于合约（包括但不限于违反保证）、侵权（包括但不限于过失）、成文法或任何其他普通法或衡平法下的救济，本条所列明的限制规定均适用。

客户同意，与本协议相关的任何和所有索赔应仅针对 3DS 提起，而不得针对 3DS 的任何许可方或任何其他 3DS 集团公司提起。

对 3DS 提起的任何法律行动，均须于讼因产生后两（2）年内向具有适当管辖权的司法机构提起。

## 8. 经销商

尽管本协议有任何相反规定（特别包括第 4 条的规定），对于客户通过经销商取得的任何 3DS 产品，客户同意，就经销商所接受的任何订单而言，由经销商负责 (i) 定价、出账、收款，(ii) 交付 3DS 产品，(iii) 提供适用的支持服务政策中规定的支持服务，以及 (iv) 向 3DS 发送客户根据第 9.3 条发出的终止通知。经销商并非 3DS 的代理人，无权约束 3DS。3DS 始终独立于经销商，且不对经销商的作为和不作为承担责任。

## 9. 期限与终止

**9.1. 期限。** 本协议有效期至依照本协议规定而终止时止，或至本协议项下订购的所有 3DS 产品到期时止。

### 9.2. 因故终止

**9.2.1. 实质违约。** 如果一方实质性违反其任何义务且未能在收到书面通知后三十（30）日内纠正该违约行为，则另一方可终止本协议和/或客户所享有的对任何或全部 3DS 产品和/或支持服务的权利。

**9.2.2. 在线服务—违反服务水平协议。** 若 3DS 未能根据届时适用的服务水平协议提供在线服务，且未能在收到载明违约详情的书面通知后三十（30）日内纠正该违约行为，则客户可终止在线服务。

### 9.3 任意终止

**9.3.1. 许可程序；及相关支持服务。** 客户可以提前至少三十（30）日向 3DS 发出书面通知后终止任何许可程序的许可。对于永久许可，该终止将在收到通知三十（30）天后生效；对于固定期限许可，该终止将在当前期限到期时生效。如果客户未根据本第 9.3.1 条规定发出通知且适用的 OST 未另行规定，固定期限许可将自动续约。客户可至少提前三十（30）天向 3DS 发出书面通知，终止许可程序的支持服务，但前提是，任何该终止应适用于客户根据客户与任何 3DS 集团公司之间届时有效的任何协议而持有的相关许可程序的所有许可的支持服务。

**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 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 rights 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. 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 a cause 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

**9.3.2. 在线服务；在线服务的使用权和支持服务。**在提前三十（30）日向另一方（视情况而定）发出书面通知后，在适用的情形下，客户可终止在线服务的使用权和支持服务，客户或3DS可终止任何在线服务。如果未发出该等通知且除非在适用的OST中另有规定，在线服务应自动续约并应符合届时有效的服务水平协议之规定。如果客户终止与在线服务相关的使用权和支持服务，则该终止应在通知期结束时生效，在所有其他情况下，该终止应于下一个预定的续订日期生效。

#### 9.4. 到期或终止的效力

**9.4.1. 一般效力。**在（i）本协议、（ii）3DS产品、（iii）支持服务、（iv）在线服务、或（v）在线服务的使用权和支持服务到期或终止后，客户无权因提前取消或终止任何3DS产品或支持服务而获得任何退款或抵扣额。客户将不再有义务支付与终止的项目相关的未来费用，但有义务继续支付客户在本协议项下已经发生的或以其他方式拖欠的所有费用。客户不再有权使用在线服务或支持服务。在第（i）种或第（ii）种情况下，客户应立即销毁或归还所有终止或到期的许可程序和相关说明文件的副本。在第（iii）种情况下，对于支持服务已到期或终止的许可程序，客户仅被授权（按照本协议条款）使用其已在生产中部署的最新的更新版本。如果客户根据本协议第9.2.2条终止在线服务，其将取得截至终止日期任何预先支付但尚未使用的费用的退款。该退款是3DS对3DS未能按照服务水平协议提供在线服务的唯一责任和客户的唯一救济。

**9.4.2. 协议。**如果3DS因客户违约而终止本协议，则3DS有权：（i）终止客户使用未付款的任何3DS产品的权利，以及（ii）如果违约是由于未付款以外的原因造成，则终止客户使用本协议项下订购的任何或所有3DS产品的权利。

**9.4.3. 许可程序的支持服务。**许可程序的支持服务到期或终止后，除必要时提供许可密钥外，3DS无须再提供任何服务或更新版本来支持任何该等许可。客户可恢复支持服务（如可用），但条件是该等恢复应适用于客户根据客户与任何3DS集团公司之间届时有效的任何许可而持有的某一许可程序的所有许可，且客户须支付自支持服务终止之日起至恢复之日止所有应付的支持服务费用以及3DS网站条款中所规定的恢复费用。

**9.4.4. 在线服务的使用权和支持服务。**除适用的OST详细列明之外，3DS无须再提供与已到期或终止的在线服务相关的任何服务。如适用的OST允许，客户可恢复在线服务的使用权和支持服务（如可用），但应支付自该等在线服务的使用权和支持服务终止之日起至恢复之日止所有应付的费用。

Services for such Online Services from the date of termination to the date of reinstatement.

## 10. Customer Data; Data Privacy

**10.1. Customer Data.** Customer or its licensors remain the owner of Customer Data. 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 that (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 as specified in the shared responsibility model available in the 3DS Website Terms.

**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.

## 10. 客户数据；数据隐私

**10.1. 客户数据。**客户或其许可方始终是客户数据的所有者。客户应对所有客户数据的准确性、质量、完整性、合法性、可靠性及合适性以及为所有客户数据取得所有必要权利负全责。客户在合理地必要范围内向 3DS、3DS 集团公司及 3DS 分包商授予一项非专有的、全球范围内的、免费的许可，允许其为提供、维护和调试 3DS 或任何 3DS 集团公司的任何软件和服务而使用、拷贝、存储和传输客户数据。客户应就因以下事项引起或与之相关的全部第三方索赔为 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) 因客户数据而导致违反、侵犯或滥用第三方权利。客户应支付有管辖权的法院最终判定 3DS 承担的或因任何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 给予客户对于针对索赔而进行的抗辩以及任何与和解相关的协商的独家控制权，且在对索赔进行抗辩及和解的过程中给予合理配合。

**10.2. 客户数据：存储。**作为在线服务的一部分内容，且如果可在适用的 OST 中获得，则 3DS 将于在线服务期限内以及适用的 OST 所规定的存储容量限额内存储客户数据。如果客户超出该等存储限额，则客户应在 3DS 发出通知后十五（15）日内，  
(i) 订购额外存储能力或 (ii) 相应减少所存储的客户数据的大小。

**10.3. 客户数据：安全。**3DS 采用符合公认的安全行业标准（如 NIST SP 800-53 或 ISO/IEC 27001）的管理、物理和技术保障措施，确保对于在在线服务中存储的客户数据的安全性、完整性、可用性和保密性。3DS 证实该等保障措施如 3DS 信任中心（网址为 <https://www.3ds.com/trust>）中描述的一样。

使用在线服务时，客户应负责通过实施符合适用的安全行业标准的措施（如 3DS 网站条款中的责任共担模型所规定的账户认证、更新、备份和加密措施），不危及客户数据、客户网络或系统以及 3DS 网络或系统的安全性、完整性、可用性和保密性。

**10.4. 客户数据：保密。**在 3DS 提供在线服务期间以及在线服务终止或到期后一（1）年内，客户数据应视为保密信息，其保密程度应不低于 3DS 对其自身类似性质的保密信息所采取的保密程度。

在履行本协议所需范围内，3DS 有权向已与 3DS 订立用于保护客户数据安全性与保密性的适当协议的第三方披露客户数据。

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 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;

对于客户数据予以保密的义务不应适用于以下任何客户数据：

(i) 在从客户处接收时已由 3DS 不负任何保密义务而掌握的信息；(ii) 3DS 在未参考客户数据的情况下独立开发的信息；

(iii) 在不违反本协议的情况下，在现在或将来成为公众知悉的信息；(iv) 由 3DS 从不负有保密义务的第三方处正当接收的信息；或 (v) 根据司法或行政决定要求仅向该等司法或行政机构披露的信息，前提是 3DS 向客户提供及时的信息并与客户合理合作，以限制适用信息的披露和使用。

**10.5. 个人数据：控制者义务。**每一方确认，就管理本协议所需的专业人员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者。客户确认并同意，就作为其访问和使用在线服务的一部分而代表其处理的任何个人数据而言，其是且始终是控制者。

客户应负责遵守所有适用的数据保护法律，包括但不限于以下方面相关的法律法规：(i) 个人数据的传输，(ii) 数据主体的信息，以及 (iii) 数据主体的访问权、修改权和删除权。

**10.6. 个人数据：数据处理地点。**为使 3DS 能够提供在线服务，客户指定 3DS 作为处理者，并同意客户提供的个人数据可以向 3DS 或其分处理者所在的任何国家传输并可在该等国家存储、访问和处理。3DS 将确保通过书面协议和/或欧盟委员会的标准合同条款（如适用）向其分处理者施加与本协议项下的数据保护义务同等的义务，以使处理符合适用的数据保护法律的要求。

**10.7. 个人数据：处理者义务。**作为处理者，3DS 将根据本协议（包括 3DS 网站条款中发布的数据处理附件）收集、存储和处理个人数据。

在适用的数据保护法律要求时，3DS 将按照该等要求：

(i) 于在线服务的使用期间，根据本协议和客户的合理书面指示（在所有情况下，该等指示应符合本协议）处理客户提供的个人数据；

(ii) 要求被授权处理客户提供的个人数据的人员是确有必要知悉该等数据的并遵守适当的保密义务；

(iii) 基于本协议中所述的处理的性质，合理地协助客户履行其作为控制者的义务；

(iv) 以符合在线服务的用途和 3DS 作为处理者的身份的方式，合理地协助客户履行其义务以响应数据主体根据适用的数据保护法律的规定要求行使数据主体权利的请求；

(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 10.7; and

(vi) upon termination or expiration of the Agreement, delete or return to Customer, at Customer's option, Personal Data part of Customer Data 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 Use 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, (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 Terms.

**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 Use 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).

(v) 向客户提供 3DS 持有的必要信息，以证明客户遵守了适用的数据保护法律中规定的以及本第 10.7 条中反映的义务；及

(vi) 在本协议终止或到期后，根据本协议条款，依照客户的选择删除或向客户返还客户数据的个人数据部分，并删除所有现有副本，除非适用法律要求保留个人数据，或在适用的诉讼时效期间出于证据目的而需要保留个人数据。

## 11. 教育使用和非盈利研究使用附加条款

### 11.1. 教育使用和非盈利研究使用的专用定义

**11.1.1. 教育机构**指以下客户：（i）经认证有权授予任何初等、中等或高等教育学位（文凭或证书）的教育和/或研究机构，和/或（ii）经认证可以提供继续教育课程的教育机构（如培训机构、培训中心、职业学校和专科学校）。

**11.1.2. 教育使用**指教育机构的授权用户仅为与以下活动严格相关的目的使用 3DS 产品：（i）对于正式注册的客户教育课程参与者的教育、指导、培训、技能提升；（ii）主要为获得关于现象和可观察事实的基本原理的新知识而进行的实验性和/或理论性研究（直至在实验室进行概念验证为止）；和/或（iii）在教育机构教员的指导和监督下，为执行由一个或多个第三方赞助的项目而开展的基于经验和/或基于项目的学习活动，以解决该等第三方提出的问题。

**11.1.3. 非盈利研究机构**指致力于研究的非盈利组织客户，无论任何当地专用条款中是否有任何相反规定。

**11.1.4. 非盈利研究使用**指非盈利研究机构的授权用户仅为获得关于现象和可观察事实的基本原理的新知识而进行的实验性和/或理论性研究（直至在实验室进行概念验证为止）之目的而使用 3DS 产品。

**11.2. 教育使用或非盈利研究使用限制。**无论在第 2 条或任何当地专属条款中是否有任何相反规定，用于教育使用或非盈利研究使用之目的 3DS 产品不得直接或间接用于客户或任何第三方的商业目的（例如：生产用于转售的商品和服务、提供专业咨询、在公司或政府内实习、按照商业和/或政府合同条款进行雇佣工作）。

**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) 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 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

**11.3. 内容水印。**通过使用任何用于教育使用之目的的 3DS 产品而制作出的内容可自动包含可识别出所使用 3DS 产品的水印。客户不得移除任何该等水印。

## 12. 出口

**12.1. 出口法规。**3DS 产品、支持服务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。

**12.2. 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。

**12.3. 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 产品合规使用和无转移 3DS 产品情形), 及 (ii) 提供证据以证明 3DS 产品的使用符合出口管制法规。

**12.4. 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。

**12.5. 适用。**本协议下与提供支持服务及所有其他活动相关的信息出口、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。

**12.6. 合规。**3DS 和任何 3DS 集团公司在本协议项下的义务应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 产品或支持服务, 或全面停止或暂停履行本协议

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

**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.** Customer shall maintain, at all times, accurate and up to date records (with at least three (3) years history) related to its use of the 3DS Offerings in compliance with the applicable agreement ("Records"). Such Records shall include, without limitation, information related to logs (including usage tracing logs), Machines and Users. Upon written notification by 3DS, Customer will promptly provide such Records to 3DS or to such third party as 3DS may appoint ("Auditor") in order to assess if Customer's use of 3DS software is compliant with the terms of a valid agreement ("Verification Purpose"). Within five (5) business days of 3DS issuing the notification, Customer shall (i) appoint a single point of contact, (ii) comply with the requests outlined in the notification, and (iii) participate in a kick-off meeting during which the assessment procedure will be defined. The document establishing this agreed procedure will be provided by 3DS or its Auditor following the kick-off meeting. Data collection shall begin within ten (10) business days from the date 3DS issued the notification. For the Verification Purpose, Customer agrees to cooperate fully and in a timely manner with 3DS and its Auditor. This includes participation in regular meetings (during normal business hours), responding to questionnaires and information requests, and during normal business hours, providing access to (i) Customer's premises or any premises where 3DS Offerings are installed, (ii) machines, and (iii) system tools outputs, such as active directories or software asset management (SAM) tools. Customer shall also allow the execution of all appropriate tools provided by 3DS or its Auditor to generate audit records. For the Verification Purpose, notwithstanding anything to the contrary in this Agreement and in case the audited 3DS Offering is Online Services, 3DS or its Auditor shall have access to Customer Data related solely to Customer's use of or access to Online Services. In this case, 3DS shall first notify Customer of this audit, specifying the type of Customer Data to be accessed to by 3DS and its Auditors. Customer data collected by 3DS and its Auditor pursuant to this Section 13.2 shall be used solely by 3DS and its Auditor for the Verification Purpose, and shall not be disclosed to any other third party or used for any other purpose. If the assessment reveals unauthorized use of any 3DS Offerings, Customer shall promptly, and not later than thirty (30) days after receiving the final assessment report, (i) cease any unauthorized use, (ii) pay 3DS any amount owed as a result of such unauthorized use at the then-current list price, and (iii) reimburse 3DS for the cost of such assessment. Nothing in the above waives 3DS's rights to enforce the Agreement or to protect its intellectual property by any other means permitted by law or in equity. Each party's failure to comply with the provisions of this Section 13.2 shall

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。

### 13. 软件合规性

**13.1. 检测未经授权的使用行为。** 3DS 集团公司采取措施消除未经授权使用 3DS 软件的行为。3DS 软件可能包含一种安全机制，该机制可以检测 3DS 软件的非法副本的安装或使用，并且只能收集和传输有关此类非法副本的数据。该机制收集的数据不包括客户使用 3DS 软件创建的任何数据。客户同意该等数据的检测及收集，并同意向 3DS 传输和由 3DS 使用该等数据。

此外，3DS 还保留使用硬件锁定设备、许可证管理软件和/或许可证授权密钥以控制对任何 3DS 产品的访问及使用的权利。客户不得采取措施篡改、规避或禁用任何该等措施。

**13.2. 合规验证。** 客户应始终保留与其使用 3DS 产品相关的准确且最新的记录（至少包含三 (3) 年历史数据），以确保其遵守适用协议（以下简称“记录”）。此类记录应包括但不限于与日志（含使用追踪日志）、机器及用户相关的信息。应 3DS 书面通知，客户应及时向 3DS 或 3DS 可能指定的第三方（以下简称“查核方”）提供此类记录，以评估客户对 3DS 软件的使用是否符合有效协议的条款（以下简称“验证目的”）。在 3DS 发出通知后的五 (5) 个工作日内，客户应：(i) 指定单一联络人；(ii) 遵守通知中列明的要求；并 (iii) 参加启动会议，在会议期间将确定评估程序。确立该商定程序的文件将由 3DS 或其查核方在启动会议后提供。数据收集工作应于 3DS 发出通知之日起十 (10) 个工作日内启动。为验证目的，客户同意全面并及时地配合 3DS 及其查核方，其中包括参加定期会议（于正常营业时间内）、回复问卷及信息请求，并在正常营业时间内提供以下访问权限：(i) 客户场所，或安装 3DS 产品的任何场所；(ii) 机器；和 (iii) 系统工具输出（例如活动目录或软件资产管理 (SAM) 工具）。客户还应允许执行 3DS 或其查核方提供的所有适当工具以生成查核记录。为验证目的，尽管本协议中有任何相悖规定，并且如果所查核的 3DS 产品为在线服务，则 3DS 或其查核方应仅可访问与客户使用或访问在线服务相关的客户数据。在此情况下，3DS 应首先向客户告知此次查核，并明确说明 3DS 及其查核方将访问的客户数据类型。3DS 及其查核方根据本第 13.2 条收集的客户数据应仅由 3DS 及其查核方用于验证目的，并且不得向任何其他第三方披露或用于任何其他目的。若评估发现未经授权使用 3DS 产品，则客户应及时于收到最终评估报告后三十 (30) 日内：(i) 停止任何未经授权的使用；(ii) 以届时有效的目录价格向 3DS 支付因未经授权的使用而产生的应付款项；并 (iii) 偿付 3DS 该等评估的费用。上述任何条款均不放弃 3DS 执行本协议或以法律或衡平法允许的任何其他方式保护其知识产权的权利。每一方未能遵守本第 13.2 条约定构成对本协议的重大违约。

## 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](mailto:legal.notice@3ds.com). For Online Services, notices may also be delivered by 3DS by e-mail and deemed to have been given twenty-four (24) hours after the time such e-mail is sent to Customer. For 3DS Offerings ordered on the 3DS web store, notices shall be delivered pursuant to the process 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 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 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

## 14. 其他

**14.1. 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](mailto: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 9.3 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。

**14.2. 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。

**14.3. 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，并指定该服务提供商仅代表客户托管许可程序；但前提是：(i) 仅正式授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，并及时通知 3DS 或相关 3DS 集团公司。

**14.4. 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。

**14.5. 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，通过法律实施或出售客户资产，无论是直接还是通过合并而进行，客户控制权的变更应视为前述目的的“转让”），均需经 3DS 事先书面批准。未经 3DS 同意而做出的该等尝试应归于无效。经批准的转移，可能需要收取调整费用。本协议应对 3DS 及其继受人、受让人具有约束力并为其利益而签订。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。

**14.6. 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 CLOSA (Indirect) - China Mainland - S. Chinese - V13.2.1

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.

**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.

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) 同意受该条款约束并遵守该条款，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

**14.7. 优先顺序。**若任何 OST 与本协议条款之间存在差异、不一致或冲突，仅就该 OST 中描述的 3DS 产品而言，应以相应 OST 的规定为准。

**14.8. 引述。**客户授权 3DS 在 3DS 的营销和通讯材料（包括其网站和/或社交媒体账户）上使用其名称和徽标，用于确定其为 3DS 的客户。

**14.9. 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。

**14.10. 存续。**本协议以下条款应在本协议终止或到期后保持有效：第 1 条（“定义”）、第 2.2 条（“范围”）、第 4 条（“交付与付款”）、第 5 条（“知识产权”）、第 6.3 条（“免责声明”）、第 7 条（“责任限制”）、第 8 条（“经销商”）、第 9.4 条（“到期或终止的效力”）、第 10 条（“客户数据；数据隐私”）、第 11 条（“教育使用和非盈利研究使用附加条款”）、第 12 条（“出口”）、第 13 条（“软件合规性”）、第 14 条（“其他”）及当地专用条款中规定应在终止后继续有效的任何条款。

**14.11. 准据法及管辖权。**准据法及管辖权见当地专用条款规定。

## COUNTRY SPECIFIC TERMS

## 当地专用条款

**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 eighty (80) days from the date of 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 on all sums unpaid at due date at a rate of (one percent (1.0%) per month (twelve percent (12%) per annum)), or the highest amount allowed by applicable law, whichever is lower, 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 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).

**Disclaimers** – Amend the first provision of Section 6.3 as follows:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, 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

**付款方式** — 除一般条款第 4.2.1 条规定外，还应适用以下条款：

除非 3DS 另行书面约定，否则客户应在账单出具之日起八十（80）天内以电汇方式支付所有账单金额。

**延迟付款** — 除一般条款第 4.2.3 条规定外，还应适用以下条款：

客户应对到期日尚未支付的款项按照每月 1%（每年 12%）的比例或适用法律准许的最高限额（以少者为准）支付迟延支付利息，并须支付 3DS 和/或经销商（如适用）在收取未付款项及过程中所产生的合理律师费与其他费用。

**税款** — 除一般条款第 4.2.5 条规定外，还应适用以下条款：

所有价格均不含税。客户应支付任何及全部税款，包括针对根据本协议提供的 3DS 产品（在本协议授权范围内）转让或使用所征收、估定、课征、代扣或收取的或者因有关本协议的原因产生的现行有效或未来颁布的规费、关税、消费税、进口增值税或任何性质的类似收费，但不含基于 3DS 净收入的本国税收。

若客户需要从本协议项下应付的费用金额中代扣、扣除或支付任何税款，则客户应向 3DS 支付该等额外费用，且该等费用应足以确保 3DS 收到的总额等于无需上述代扣、扣除或支付的情况下本应收到的金额。

**互通性** — 除一般条款第 5.1 条规定外，还应适用以下条款：

除适用法律允许的情况外，客户不得全部或部分修改、改编、反向工程、反编译、反汇编或者翻译 3DS 产品。若客户希望确保 3DS 产品与其他计算机软件或设备在法律规定的条件下具有互通性（在本一般条款第 2 条定义的授权使用限度内），客户须向 3DS 申请使用标准接口的许可，该许可仅限为实现互通性目的在内部使用。3DS 将以其届时有效的价格及合同条件向客户授予许可，若标准接口无法使用，则 3DS 可以收取一定费用，向客户提供允许互通性的必要信息。客户不得允许除授权用户（定义见 OST）之外的任何人使用上述接口。

**免责声明** — 将第 6.3 条的第一条规定修改如下：

在适用法律允许的最大范围内，前述保证取代并排除其他所有明示或默示的保证、陈述或 3DS 产品的条件，包括但不限于任何默示的适销性、适用于特定用途、所有权及不侵权保证。

**Limitation of Liability** - Amend the provisions of Section 7 as follows:

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, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

To the fullest extent permitted by applicable laws, 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.

**Personal Data: Controller Obligations** – The final provision of Section 10.5 shall be amended as follows:

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

*In addition to the provisions of Section 10.5 of the General Terms, the following shall apply:*

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 Client Data 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.

**Compliance Verification** - Amend the first sentence of Section 13.2 of the General Terms as follows:

Customer shall maintain at all times accurate and up to date records (with at least three years history or longer if required by applicable laws) related to its use of the 3DS Offerings in compliance with the applicable agreement ("Records").

**Survival** – In addition to the provisions of Section 14.10 of the General Terms, the following shall apply:

By executing this Agreement, the Customer hereby confirms that it has carefully reviewed the Agreement in detail and fully understands the rights, obligations, and disclaimers of both parties provided in all the provisions in the Agreement, including but not limited to the clauses italicized and underlined and all the annexures and exhibits attached hereto. The Customer further confirms that 3DS has reminded it of these clauses and

**责任限制** — 将第7条规定修改如下:

在适用法律允许的最大范围内,无论诉讼方式为何,无论诉讼系基于合约(包括但不限于违反保证)、侵权(包括但不限于过失)、成文法或任何其他普通法或衡平法下的救济,本条所列明的限制规定均适用。

在适用法律允许的最大范围内,对3DS提起的任何法律行动,均须于诉讼产生后两(2)年内向具有适当管辖权的司法机构提起。

**个人数据:控制方义务** — 第10.5条最终规定应修订如下:

客户应负责遵守所有适用的数据保护法规,包括但不限于以下方面:(i)个人数据的传输,(ii)数据主体的信息,以及(iii)数据主体的权利,包括访问、修改和删除(如适用)。

除一般条款第10.5条规定外,还应适用以下条款:

客户保证,客户将且仅指示3DS根据适用的数据保护法规处理客户提供的个人数据。客户进一步保证,其已提供所有充分的通知,并获得数据主体和/或监管机构的所有必要同意、批准、认证、许可,以允许、启用和确保3DS出于本协议的目的合法收集、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一般性的情况下,如果客户提供的个人数据的处理受中华人民共和国(“中国”)适用的数据保护立法的约束,则客户同意3DS可以将客户数据传输到中国境外,并且客户应采取一切必要措施使跨境传输符合中国数据保护法。

**合规验证** — 将一般条款第13.2条的第一句修改如下:

客户应始终保留与其使用3DS产品相关的准确且最新的记录(至少包含三(3)年历史数据,如果适用法律要求更长,则保留更长时间),以确保其遵守适用协议(以下简称“记录”)。

**存续** — 除一般条款第14.10条的规定外,还应适用以下条款:

通过执行本协议,客户特此确认其已仔细详细审阅本协议,并充分理解本协议所有条款中规定的双方权利、义务和免责声明,包括但不限于斜体和下划线的条款以及本协议所附的所有附录和附件。客户进一步确认3DS已提醒其注意这些条款,并解释了这些条款的重要性,客户完全理解这些条款。

explained the significance of these clauses, which the Customer fully understands.

**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 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, 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.

**Miscellaneous** – In addition to the provisions of Section 14 of the General Terms, the following shall apply:

**14.12.** Except as expressly provided by this Agreement, a person who is not a party to this Agreement has no right to enforce or enjoy the benefit of any term of this Agreement, under the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

**Additional Terms for Online Services** – In addition to the provisions the General Terms, the following shall apply for Online Services:

A. 3DS will engage a third party which possesses the proper value-added telecom license to provide in the People's Republic of China (solely for purposes of this Agreement, excluding Hong Kong, Macau and Taiwan, "China") the portion of the Online Services that is categorized as a telecom business which is subject to the telecom license regulation in China, such as internet data center service.

B. Customer represents and warrants that Customer has obtained all authorizations, permissions, and approvals related to the subscription, access, and use of the Online Services. If Customer uses the Online Services to provide services or conduct business activities, Customer warrants that it has obtained relevant approvals and permissions in accordance with applicable laws and regulations. Customer further warrants that it will strictly comply with all applicable laws and regulations in its use of the Online Services. In particular, Customer warrants that:

**准据法与管辖权** — 除一般条款第 14.11 条规定外, 还应适用以下条款:

本协议受香港法律管辖并据其解释, 不适用任何冲突法原则且不适用《联合国国际货物销售合同公约》。

由本协议引起的或者与本协议有关的所有争议, 包括有关本协议存续、有效性或终止的问题, 应由根据《国际商会仲裁规则》(该规则视为通过引用并入本条) 任命的一名仲裁员做出终局裁决。仲裁应在香港以英文进行。仲裁地为香港。仲裁达成的决定及仲裁裁决为终局的, 对双方具有约束力。双方同意受仲裁决定及裁决约束并据其行事。胜诉方有权获得仲裁费用及成本补偿。

客户承认并同意, 上述条款不得以任何方式妨碍、阻碍或限制 3DS 因本协议有效性、解释和/或履行而在任何法域向具有管辖权的法院寻求禁止令救济或提起预备诉讼, 或解决涉及知识产权所有权的任何争议的权利。

**其他** — 除一般条款第 14 条的规定外, 还应适用以下条款:

**14.12.** 除本协议明确规定外, 根据《合同(第三方权利)法》(第 53B 章)或其他规定, 非本协议一方的人无权执行本协议的任何条款或享受本协议任何条款的利益。双方撤销或更改本协议的权利不受任何其他人的同意。

**在线服务附加条款**——除一般条款规定外, 以下条款应适用于在线服务:

A. 3DS 将聘请具备适当增值电信许可证的第三方在中华人民共和国("中国", 仅为本协议之目的, 不包括香港、澳门和台湾)提供在线服务中属于电信业务并受电信许可证管理的部分(例如, 数据中心服务)。

B. 客户陈述并保证客户具备所有的授权、许可、批准以订购、访问并使用在线服务。若客户使用在线服务提供服务或从事业务活动, 客户保证其已据法律法规取得相关的批准和许可。客户进一步保证其将在使用在线服务过程中严格遵守适用的所有法律法规。特别的, 客户保证:

(a) It will not publish anything, and any individual or entities authorized by Customer to use the Online Services will not publish anything, in the use of the Online Services, which may:

- (1) be against basic principles set forth in the Constitution of China;
- (2) jeopardize China national security, disclose national secrets, subvert state power, and undermine national reunification;
- (3) impair China national honor and interests;
- (4) incite ethnic hatred and discrimination, and undermine ethnic unity;
- (5) undermine China national religious policies, and preach cult and feudalistic superstition;
- (6) spread rumors, disturb the social order and undermine social stability;
- (7) spread obscenity, pornography, gambling, violence, murder, terrorism or subordination;
- (8) insult or slander others, and infringe other people's legitimate rights and interests; or
- (9) contain other contents prohibited by any applicable laws and regulations (including without limitation to the laws and regulations of China).

(b) It, and any individual or entity authorized by Customer to use the Online Services, will not use of the Online Services to:

- (1) access the computer information networks or use computer information network resources without proper permission;
- (2) delete, modify or add computer information network functions without permission;
- (3) delete, modify, or add data and applications stored in or transmitted through a computer information network without permission;
- (4) deliberately create and disseminate destructive programs including computer viruses; or
- (5) conduct other activities that may jeopardize the security of computer information networks.

If Customer fails to comply with any provision of this Section 10.6, it shall be solely responsible for all associated liabilities.

Customer further represents and warrants that all Customer Data and other contents it creates, posts, stores and processes in using the Online Services are for its technical use of 3DS Licensed Programs only, it will use the Online Services in full compliance with this Agreement and the applicable laws and regulations for lawful purposes.

C. Customer is obligated to comply with all applicable laws and regulations regarding real-name authentication. To enable applicable Online Services, Customer may be required to provide detailed identity information, business licenses, or other information to authenticate its identity or verify its qualification. Customer can only subscribe to and use the Online Services after its identity and qualification have been verified. Customer acknowledges and agrees that 3DS may engage a third party to verify such information.

(a) 其不会发布且经其授权使用在线服务的任何个人及单位也不会发布任何下列内容:

- (1) 反对中国宪法所确定的基本原则;
- (2) 危害中国国家安全泄露国家秘密, 颠覆国家政权, 破坏国家统一的;
- (3) 损害中国国家荣誉和利益的;
- (4) 煽动民族仇恨、民族歧视, 破坏民族团结的;
- (5) 破坏中国国家宗教政策, 宣扬邪教和封建迷信的;
- (6) 散布谣言, 扰乱社会次序, 破坏社会稳定的;
- (7) 散布淫秽、色情、赌博、暴力、凶杀、恐怖或者教唆犯罪的;
- (8) 侮辱或者诽谤他人, 侵害他人合法权益的; 或
- (9) 含有任何适用的法律法规 (包括但不限于中国法律法规) 禁止的其他内容。

(b) 其不会且经其授权使用在线服务的任何个人及单位也不会从事下列任何行为:

- (1) 未经允许, 进入计算机信息网络或者使用计算机信息网络资源的;
- (2) 未经允许, 对计算机信息网络功能进行删除、修改或者增加的;
- (3) 未经允许, 对计算机信息网络中存储或者传输的数据和应用程序进行删除、修改或者增加的;
- (4) 故意制作、传播计算机病毒等破坏性程序的; 或
- (5) 其他危害计算机信息安全的。

若客户未能遵守本第 10.6 条的任何规定, 客户应自行承担所有相关责任。

客户进一步陈述与保证所有其在使用在线服务中创造、上传、存储和处理的客户数据和其它内容均仅出于使用 3DS 许可程序的技术目的, 并且客户将在完全符合本协议及适用法律法规的条件下为合法的目的使用在线服务。

C. 客户有义务遵守关于实名认证所适用的法律和法规。为启用适用的在线服务, 客户会被要求提供详细的身份信息、营业执照或其它信息以认证其身份并核实其资质。客户仅能在其身份和资质被核实后订购并使用在线服务。客户认可并同意 3DS 可以聘用第三方核实这些信息。

Customer must use valid identity information to register for the Online Services under this Agreement. Customer must be an individual, legal entity, or organization with full capacity for civil rights and civil conduct. Customer shall be liable for any information it provides according to any relevant laws, regulations, and the terms of this Agreement. 3DS reserves the right to verify the authenticity of its Customer's identity under applicable laws and regulations, Customer agrees to provide necessary cooperation.

Customer understands and agrees that if Customer fails to complete real-name authentication, as required by 3DS, Customer cannot subscribe to, access, or use the Online Services.

D. Customer fully understands and agrees that Online Services may be affected by various factors including, but not limited to, the users, the quality of network services, hacker attacks, malicious programs such as viruses, and improper use by others. Therefore, Customer and any individual or entity authorized by the Customer to use the Online Services should strengthen their awareness of network security and personal data protection to avoid losses.

- (a) Customer and any person or entity authorized by Customer to use the Online Services shall not create, publish, use or distribute malicious programs that are used to disrupt the 3DS Online Services or steal 3DS accounts, personal information or property of others.
- (b) Customer should keep 3DS account and password in a safe place, and Customer should be cautious when dealing with property operations or unknown links to avoid losses.

E. Notwithstanding anything to the contrary in this Agreement, Customer hereby acknowledges and agrees that, in any of the following events, 3DS has the right to take actions, including but not limited to deleting or shielding related Customer Data, content, disconnecting links, suspending Online Services and accounts, terminating Online Services, accounts, and this Agreement, and that Customer is liable for any associated consequences and shall indemnify 3DS against any claims, and hold 3DS harmless against any losses (including but not limited to administrative penalties), related to:

- (a) Customer's violation of any provision of this Agreement (including without limitation to any OST of the 3DS Online Services);
- (b) Customer's violation of any service rules or policies listed on the relevant website; or
- (c) Customer violates any applicable law and regulation.

在本协议项下，客户必须使用有效身份信息注册在线服务。客户必须是自然人、法人或组织且具备完全民事行为能力。客户应依据相关法律、法规和本协议的规定对其提供的信息负责。3DS 保留依法核实客户身份真实的权利，客户同意提供必要协助。

客户理解并同意，若客户无法完成 3DS 要求的实名认证，客户不能订购、访问或使用在线服务。

D. 客户理解并同意，3DS 的在线服务会受到包括但不限于使用在线服务的用户原因、网络服务质量、黑客攻击、木马病毒等恶意程序、他人不当利用等多种因素的影响。因此客户及经客户授权使用在线服务的任何个人及单位，应当加强网络安全及个人数据的保护意识，以免遭受损失。

- (a) 客户及经客户授权使用在线服务的任何个人和单位不得制作、发布、使用、传播用于扰乱 3DS 在线服务、或窃取 3DS 账号及他人个人信息、财产的恶意程序。
- (b) 客户应妥善保管 3DS 账号及密码，客户在处理财产操作或不明链接时应谨慎行事，客户应谨慎行事，以免造成损失。

E. 不论本协议是否另有任何相反约定，客户在此承认并同意：在下列任一下列情形下，3DS 有权采取包括但不限于删除或屏蔽相关客户数据和内容、切断链接、中止在线服务和帐户、终止在线服务和帐户、终止本协议等行动，客户应对所有相关后果负责并赔偿 3DS 因此遭受的所有损失（包括但不限于行政罚款）：

- (a) 客户违反任何本协议（包括但不限于 3DS 在线服务 OST）之约定；
- (b) 客户违反任何相关网站所列之服务规则或政策；或
- (c) 客户违反任何适用法律、法规之规定。