

TERMS AND CONDITIONS

条款及条件

Effective April 2018

Please read this Software License Agreement (“License”) carefully before using the ADEC software. After reading the License, you will be required to click “Agree to the Terms and Conditions” before proceeding and agree to be bound by all the Terms and Conditions stated herein of this License. If you do not agree to the Terms and Conditions, you are not authorized to use ADEC software.

在使用ADEC软件之前，请仔细阅读本软件许可使用协议（“许可”）。阅读完本协议后，您必须先单击“同意条款和条件”，同意接受本许可使用协议中所有条款和条件的约束。如果您不同意本协议的条款和条件，则无权使用ADEC软件。

This License is entered into by and between FCS International, Inc. (dba ADEC Innovations, Inc.), a California Corporation (“ADEC” or “Licensor”) and the party agreeing to these Terms and Conditions, herein after referred to as “you” or “Client”. Upon agreeing to the Terms and Conditions of this License, Client is granted a license to use the ADEC software further defined and identified below as a licensee. This License is effective the date entered into by agreeing to the Terms and Conditions.

本许可使用协议由FCS International, Inc. (dba ADEC Innovations, Inc.)，一家注册于加利福尼亚州的公司（“ADEC”或“许可方”）与同意这些条款和条件的一方（以下简称“您”或“客户”）。同意本许可的条款和条件后，将授予客户使用以下进一步定义的ADEC软件。本许可协议在客户同意条款和条件后生效。

1. Purpose

目的

- 1.1. ADEC has developed and/or has proprietary rights to certain software applications and services, known as Clean Chain™ which are of interest and benefit to Client for use in the course of their business.
ADEC已开发和/或拥有对某些软件应用程序和服务（即Clean Chain™）的所有权，这些软件应用程序和服务将使客户在其业务开展过程中受益。
- 1.2. This License governs the structure, use and ownership rights of such software services and applications as between ADEC and Client.
本许可使用协议用于规范ADEC和客户之间关于此类软件服务和应用程序的关系、使用和所有权。

2. Software Licensing Definitions

软件许可定义

- 2.1. **Client** as used herein refers to the Licensee under this License and shall include Client, Client’s Affiliates, and Users.
本文所使用的客户是指本许可证下的被许可方，应包括客户、客户的关联公司和用户。
- 2.2. **Client Data** means electronic data and information submitted by or for Client to the Services or System or collected and processed by or for Client using the Services or System.
客户数据是指由客户或为客户向服务或系统提交或由客户或使用服务或系统为客户收集和处理的电子数据和信息。
- 2.3. **Compliance Information** means information available for a Formulation’s compliance with a specific industry standard or control list. Compliance Information may include, but is not limited to, accreditation certificates, test reports, and safety data sheets.
合规性信息是指可用于配方符合特定行业标准或控制列表的信息。合规信息可能包括但不限于：认可证书、测试报告和安全数据表。
- 2.4. **Confidential Information** means all information owned, possessed or used by ADEC or Client, which is not generally known to the public, that is communicated to, learned, developed or otherwise acquired by the other party or their employees or agents (a) in the performance of the Services, or (b) through any form of written, verbal or electronic communication where the party

receiving the information knows or should know that such information is confidential. Confidential Information includes but is not limited to trade secrets, methodologies, financial data (including costs and price data), personnel information, records, projections, sales and marketing data, technical processes, product designs or other information regarding business operations, suppliers, customers or computer systems.

保密信息是指ADEC或客户拥有或使用的，通常不为公众所知的，由另一方或其雇员或代理商在服务提供过程中中传达、知悉、开发或以其他方式获取的所有信息（a）服务提供方式；或（b）通过任何形式的书面，口头或电子通讯，在接收信息的一方知道或应知道此类信息是机密的情况下。机密信息包括但不限于商业秘密、方法、财务数据（包括成本和价格数据）、人员信息、记录、预测、销售和市场数据、技术流程、产品设计或其他有关业务运营、供应商客户的信息或计算机系统。

- 2.5. **Content** means the audio and visual information, documents, software, products and services contained or made available to Client in the course of using the Service or the System, including third party data or other materials made available to Client by ADEC.
内容是指在使用服务或系统的过程中包含或提供给客户的视听信息、文档、软件、产品和服务，包括ADEC提供给客户的第三方数据或其他材料。
- 2.6. **Emergency Maintenance Outage** means downtime of the System or Services outside of a planned outage or maintenance window in order to mitigate an imminent event outside of the reasonable control of ADEC.
紧急维护中断是指在计划的中断或维护时段之外的系统或服务停机时间，ADEC合理控制范围之外的突发事件。
- 2.7. **First Response** means the time it takes from Client's report of a problem, incident or defect using ADEC's issue reporting processes until Customer speaks with the appropriate ADEC subject matter expert.
第一响应是指自客户向ADEC报告问题、事件或缺陷到客户与ADEC的相关专家沟通所需的时间。
- 2.8. **Intellectual Property Rights** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
知识产权是指未获得专利的发明、专利申请、专利、设计权、版权、商标、服务标示、商品名称、域名权、掩码作品权、专有技术和其他商业秘密权，以及所有其他知识产权，衍生品以及世界上任何地方具有类似性质的保护形式。
- 2.9. **License** means these terms of use, and any materials available on any ADEC website specifically incorporated by reference herein, as such materials may be updated by ADEC from time to time in its sole discretion.
许可是指这些使用条款以及在任何ADEC网站上提供的任何材料，这些材料明确通过引用并入本文，ADEC可以自行决定不时更新这些材料。
- 2.10. **License Administrator(s)** means those Users designated by you who are authorized to administer your use of the Service.
许可管理员是指由您指定的有权管理您对服务的使用的用户。
- 2.11. **Licensee** as used herein shall mean "Client" and include Licensee, Licensee's Affiliates, and Subscribers.
此处使用的被许可方应表示“客户”，包括被许可方，被许可方的关联企业和订阅者。
- 2.12. **Licensed Products** means collectively Licensed Software and Licensed Material.
许可产品，是指集体许可的软件和许可的材料。
- 2.13. **License Term(s)** means the period(s) during which your organization is licensed to use the Service pursuant to this Agreement.
许可期限，是指您的组织根据本协议被许可使用服务的期限。
- 2.14. **Linked Data** means Client data that Client elects to share with one or more companies utilizing the System.
关联数据，是指客户选择与使用该系统的一个或多个公司共享的客户数据。
- 2.15. **Maintenance Window** means periods of time during which the System may see slowdowns or outages during the specified timeframe to permit ADEC to perform regular maintenance activities.
维护时段是指在指定的时间范围内系统可能会出现速度下降或中断的时间段，以允许ADEC进行常规维护活动。
- 2.16. **Malicious Code** means code, files, scripts, agents or programs intended to do harm, including for example, viruses, worms, time bombs and Trojan horses.
恶意代码是指旨在造成危害的代码、文件、脚本、代理或程序，包括病毒、蠕虫、定时炸弹和特洛伊木马等。
- 2.17. **Planned Outage** means the System is unavailable for the specified timeframe to permit ADEC to perform regular maintenance activities.
计划内停机，意味着系统在指定的时间段内不可用，以允许ADEC进行常规维护活动。
- 2.18. **Resolution Time** means the time it takes from Client's report of a problem, incident or defect using ADEC's issue reporting processes to the time ADEC implements a workaround, correction or modification to the System that corrects the problem.
解决时间，是指从客户使用ADEC的问题报告流程报告问题、事件或缺陷到ADEC对解决问题的系统进行变通、更正或修改所花费的时间。
- 2.19. **Service or Services** means the provision, hosting, maintenance, support and other services, including professional services

and data processing, performed by ADEC pursuant to this License in connection with making the System available to Client. 服务, 是指ADEC根据本许可协议执行的, 与客户可用的系统有关的提供、托管、维护、支持和其他服务, 包括专业服务和数据处理。

- 2.20. **Software** means the specific edition, suite, application or module of ADEC's technology identified during the ordering process and developed, operated, and maintained by ADEC, including ancillary online or offline products and services to which Client is being granted access by ADEC under this License, including the Content.
软件, 是指在订购过程中识别并由ADEC开发、操作和维护的ADEC技术的特定版本、套件、应用程序或模块, 包括ADEC根据本许可授权客户访问的辅助在线或离线产品和服务, 包括内容。
- 2.21. **Supplier** means any company or organization accessing ADEC technology and entering data and information and agreeing to share that data and information with one or more licensees, including Client.
供应商, 是指访问ADEC技术并输入数据和信息并同意与一个或多个被许可方(包括客户)共享该数据和信息的任何公司或组织。
- 2.22. **System** means the Software, Content, forms, reports, associated documentation, ADEC database, and all software, hardware and systems accessed or utilized by ADEC, in connection with providing access to the Software to Client under this License. 系统, 是指软件、内容、表格、报告、相关文档、ADEC数据库以及ADEC访问或使用的所有软件、硬件和系统, 并与根据本许可向客户提供对软件的访问有关。
- 2.23. **System Availability** means the degree to which the System is operable and functionality is behaving as designed.
系统可用性, 是指系统按设计可操作和功能表现的程度。
- 2.24. **System Registration** means the process by which data, information, payment and necessary approvals are collected from the Client in order to provide Client access to the System.
系统注册, 是指从客户那里收集数据、信息、付款和必要批准以使客户可以访问系统的过程。
- 2.25. **Term** means the initial term which is determined by the Client during initial System Registration, together with any additional subsequent renewal terms.
期限, 是指由初始系统注册过程中客户确定的初始期限, 以及任何其他后续的续订期限。
- 2.26. **User** means Client's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Client (or by ADEC at Client's request).
用户, 是指客户的雇员、代表、顾问、承包商或代理商, 他们有权使用该服务, 并已由客户(或应客户要求由ADEC提供)提供了用户标识和密码。

3. System Access Term

系统访问期限

- 3.1. **Initial Term.** The term for System access granted pursuant to this License shall commence on the date Client makes payment for access to the System and agrees to the Terms and Conditions herein. The term of this License shall continue for the period of time elected and paid for by Client during System Registration.
初始期限, 根据本许可授予的系统访问期限应自客户支付访问系统费用并同意此处的条款和条件之日起开始。本许可的期限将持续到客户在系统注册期间选择并支付的时间。
- 3.2. **Subsequent Terms.** This License is not automatically renewable. To renew the License for subsequent terms, Client must update its System Registration, select the term for Services, make payment to ADEC, and agree to the Terms and Conditions at that time. Failure to submit payment to renew or extend the License prior to the expiration of the Initial Term or subsequent terms shall result in an interruption of System access until payment is received.
后续条款, 该许可不会自动更新。要为后续条款续订许可, 客户必须更新其系统注册, 选择服务条款, 向ADEC付款, 并同意当时的条款和条件。在初始期限或后续期限届满之前, 如果未提交更新或延长许可的付款, 将导致系统访问中断, 直到收到付款为止。

4. Use of Software and Content/Scope of License

软件的使用和许可的内容/范围。

- 4.1. The Software is intended for the uses described and defined during the System Registration process. Client may receive additional Services at the sole discretion of ADEC, including and limited to upgrades to the user interface/experience, functional enhancements, new features, and database modifications.
- 4.2. Users agree NOT to use any of the Content for any purpose that is illicit, prohibited in the User Terms & Conditions, potentially harmful to the rights of third parties, or which may damage, render useless, overload, deteriorate or impede the normal use of the Content, the computer equipment or the documents, files or any type of content stored, owned by ADEC or of other Users. 该软件旨在用于系统注册过程中描述和定义的用途。客户可以由ADEC自行决定接受其他服务, 包括但不限于升级用户界面体验、功能增强功能、新功能和数据库修改。

- 4.3. No warranty expressed or implied, is made in connection with this site, including without limitation, merchantability or fitness for a particular purpose. All risk is assumed by user and ADEC assumes no liability for faulty or inaccurate information. The site may utilize a variety of public and other sources reasonably available to ADEC, as well as third party submittals. ADEC cannot, and does not assure, warrant, guarantee or assume any liability for the correctness, comprehensiveness, timeliness or completeness of any of such information, nor is the information to be construed as legal advice with respect to risks associated with any chemical. ADEC shall not be liable to anyone for any claims, causes of action, suits, damages, losses, costs and expenses (including, without limitation, attorneys' fees and costs) arising out of or caused by this report regardless of the acts, errors or omissions, or negligence of ADEC. Any damages shall be limited to the purchase price of the User's Agreement.

本网站不做任何明示或暗示的担保，包括但不限于适销性或适合特定目的。所有风险均由用户承担，ADEC对错误或错误的信息不承担任何责任。该站点可能利用ADEC合理可用的各种公共资源和其他资源，以及第三方提交的内容。对于任何此类信息的正确性、全面性、及时性或完整性，ADEC不能也不会保证、担保或承担任何责任，这些信息也不得被解释为与任何化学物质有关的风险的法律建议。对于因本报告引起或由本报告引起的任何索赔、诉讼缘由、诉讼、损害、损失、成本和费用（包括但不限于律师费和费用），ADEC不承担任何责任，无论其作为，错误如何，或ADEC的疏忽或疏忽，任何损害赔偿应仅限于用户协议的购买价格。

5. Data Ownership and Accuracy

数据所有权和准确性

- 5.1. ADEC shall provide Client with the means to enter (or have entered) any necessary Client Data into the System. Responsibility for ensuring that the Client Data entered is accurate and reflects Client's requirements lies solely with Client unless otherwise indicated. Client retains ownership of all right, title and interest in and to the Client Data. Subject to Section 6 regarding Linked Data, Client grants ADEC a license to use the Client Data to perform its obligations in accordance with the terms of this License and to use the data in an aggregated unidentifiable format for benchmarking, research and data analysis for ADEC and its customers. Client warrants that it may freely transmit all Client Data to ADEC or will obtain all necessary consents to do so.

ADEC应向客户提供将（或已经输入）任何必要客户数据输入系统的方法。除非另有说明，否则确保输入的客户数据准确无误并反映客户要求的责任完全由客户承担。客户保留对客户数据的所有权利，所有权和利益。根据有关链接数据的第6节，客户授予ADEC许可，以使用客户数据按照本许可的条款履行其义务，并以汇总的无法识别的格式使用数据进行ADEC和ADEC的基准，研究和数据分析它的顾客。客户保证可以自由地将所有客户数据传输到ADEC或将获得所有必要的同意。

- 5.2. Client warrants information entered into the system either as Client Data or as Linked Data is accurate and reliable to the best of Client's understanding and knowledge and agrees not to knowingly enter false or inaccurate information into the System. Client understands that ADEC does not guarantee or verify that Data entered into the System by third parties and Users are accurate or reliable and that, while all Users must agree to only enter accurate information into the System, Client understands and agrees that sole reliance upon Linked Data is at Client's own risk.

客户保证以客户数据或链接数据的形式输入到系统中的信息是准确和可靠的，据客户所知和所知，并同意不故意在系统中输入虚假或不正确的信息。客户了解ADEC不保证或验证第三方和用户输入到系统中的数据是准确或可靠的，并且尽管所有用户必须同意仅向系统中输入准确的信息，但客户理解并同意仅依赖链接数据风险自负。

6. Linked Data

关联数据

While Client retains ownership at all times of its Client Data provided to ADEC, if Client elects to share Client Data with one or more other companies utilizing the System as Linked Data, then in addition to the rights granted in Section 5 above, Client hereby grants an irrevocable, perpetual, royalty-free, non-exclusive license to all such Linked Data for ADEC to use the Linked Data in connection with this License and the Services and in connection with the provision of services to other ADEC customers and such other companies. Linked Data is limited to the Client Data entered during that period of time in which Client elects to share Client Data with one or more other companies utilizing the system and does not include data prior to that time or after Client stops sharing. Client understands that the Linked Data and Client's identity may remain accessible to the other companies to which the Client agreed to share Linked Data even after Client decides to stop sharing new data, information, or material, and even after the expiration or termination of this License.

尽管客户始终保留提供给ADEC的客户数据的所有权，但如果客户选择与使用该系统作为链接数据的一个或多个其他公司共享客户数据，则除以上第5节授予的权利外，客户特此授予所有此类链接数据的不可撤销的，永久的，免版税的非排他性许可，以供ADEC使用与本许可和服务有关的链接数据，以及与向其他ADEC客户和此类其他公司提供服务有关的链接数据。链接数据仅限于在此期间客户选择与使用该系统的一个或多个其他公司共享客户数据的时间段内输入的客户数据，并且不包含该时间之前或客户停止共享后的数据。客户了解，即使客户决定停止共享新数据，信息或材料，甚至在本许可期满或终止后，客户同意与之共享链接数据的其他公司也仍可访问链接数据和客户的身份。

7. Fees and Payments

费用及支付方式

- 7.1. **Licensing Fees.** Annual fees related to the System are due and payable in advance of using the System. In addition to access, availability and maintenance of the System, the Fees include:
许可费：与系统有关的年费应在使用系统之前支付。除了访问，可用性和系统维护之外，费用还包括
- 7.1.1. Sharing Linked Data with up to a specified number of companies as confirmed by the Client in the System Registration, upgrade or renewal process;
客户在系统注册，升级或更新过程中确认的与指定数量的公司共享链接数据； C:\Users\mmclaughlin\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\9HDUMBY3\7.1.1.2
 - 7.1.2. Access for up to a specified number of users at a single facility as confirmed by the Client in the System Registration, upgrade or renewal process;
客户在系统注册，升级或续订过程中确认的单一设备上最多可以访问指定数量的用户；
 - 7.1.3. Reports and dashboards; and
报告和仪表盘；和
 - 7.1.4. Access to formulation database in conjunction with third-party Compliance Information (subject to availability by third parties).
与第三方合规性信息一起访问配方数据库（取决于第三方的可用性）。
- 7.2. **Additional Fees.** Additional fees related to System and Services may apply and shall be set forth in a separate written agreement and Service Order. These may include:
附加费用。与系统和服务有关的额外费用可能适用，并应在单独的书面协议和服务订单中规定。这些可能包括：
- 7.2.1. Configuration fees;
配置费；
 - 7.2.2. Training fees;
培训费；
 - 7.2.3. Integration fees;
整合费；
 - 7.2.4. Request for additional users/sites, reconfiguration of data input, database, calculations, reporting requirements, advanced analytics, business intelligence and dashboards; and
请求其他用户/站点：重新配置数据输入、数据库、计算、报告要求、高级分析、商业智能和仪表盘；和
 - 7.2.5. Fees for other professional, data processing or software services to be charged on an as-quoted basis.
其他专业：数据处理或软件服务的费用将按报价标准收取。
- 7.3. **Fee Modifications.** ADEC reserves the right to modify its fees and charges, as well as introduce new charges that would take effect upon expiration of the current term or at the time of System Registration or renewal of this License. All pricing terms are confidential, and Client agrees not to disclose them to any third party.
费用修改：ADEC保留修改其费用以及引入新的费用的权利，这些费用将在当前期限届满时或在系统注册或本许可续期时生效。所有定价条款均为机密，客户同意不将其透露给任何第三方。
- 7.3.1. **New Functionality Charges:** Client understands that additional functionality or Services requested by Client from ADEC after System Registration or upgrade shall be separately charged to client. ADEC may also offer new functionality that is introduced following execution of this License agreement to Client for an additional fee. Client shall have the sole and absolute discretion to decide whether or not to use the new functionality, and ADEC shall not charge Client for new functionality absent Client's use or communication of a decision to use the new functionality.
新功能收费：客户了解，在系统注册或升级后，客户向ADEC请求的其他功能或服务应单独向客户收费。ADEC还可能向客户执行此许可协议后提供新功能，但需要额外付费。客户应拥有唯一和绝对的自由裁量权来决定是否使用新功能，如果客户未使用或未告知使用新功能的决定，ADEC将不向客户收取新功能的费用。
 - 7.3.2. **Enhanced Functionality Charges:** ADEC may offer enhancements to existing functionality that is introduced following execution of this License agreement to Client that results in an increase in fees. Client shall be able to use the enhanced functionality for no additional charge until the expiration of the current term. Upon renewal of this License, the System fees will incorporate charges for the enhanced functionality that was introduced during the previous term.
增强的功能收费：ADEC可能会增强对客户执行本许可协议后引入的现有功能，从而导致收费增加。客户应能够在当前期限到期之前免费使用增强功能。续订此许可后，系统费用将包含上一条款中引入的增强功能的费用。

- 7.4. Payment. Client will pay the amounts set forth by ADEC on the System ("Fees"). Fees are exclusive of taxes, levies, duties, governmental charges or expenses, including wire or bank expenses for payment. In addition to the Fees and expenses specified in this License, Client is solely responsible for and will pay (or reimburse ADEC for) all withholding, value added and sales taxes due, except for taxes on ADEC's income.
付款：客户将支付ADEC在系统上规定的金额（“费用”）。费用不包括税、征费、关税、政府费用或支出，包括电汇或银行支出。除了本许可证中指定的费用和支出外，客户应全权负责，并将为应付的所有预扣税，增值税和营业税支付（或偿还ADEC），但ADEC的收入税除外。
- 7.5. Suspension of Services.
暂停服务。
- 7.5.1. In addition to any other rights granted to ADEC herein, ADEC reserves the right to suspend or terminate this License and Client's access to the System and/or Services if, prior to the end of the current Term, Client does not renew this License by updating its System Registration, submitting payment for additional terms or extension of the License, and agreeing to the applicable Terms and Conditions.
除本协议授予ADEC的任何其他权利外，如果在当前期限结束之前，客户未通过更新来更新本许可，则ADEC保留暂停或终止本许可以及客户对系统和/或服务的访问的权利。其系统注册，为附加条款或许可扩展提交付款，并同意适用的条款和条件。
- 7.5.2. If ADEC initiates termination of this License for violation of these Terms and Conditions, failure to make payment or renew the License, or for other cause, Client will not be refunded any prorated portion of the License Fee from the time of termination until the end of the current Term.
如果ADEC因违反这些条款和条件，未付款或续订许可证或出于其他原因而启动本许可证的终止，则自终止之日起至期限届满前，客户将不获退还任何按比例分配的许可证费用。
- 7.5.3. ADEC reserves the right to impose a reconnection fee in the event Services are suspended pursuant to this Section and Client thereafter requests access to the System and/or Services with all previously entered and/or configured Client and Linked Data preserved.
如果根据本节暂停服务，且客户此后要求访问系统和/或服务且保留所有先前输入和/或配置的客户和链接数据，则ADEC保留收取重新连接费的权利。
- 7.5.4. ADEC will have no obligation to retain Client Data or provide access to Linked Data. In addition, any such Client Data may be irretrievable and inaccessible by if Client's account is suspended for thirty (30) days or more.
ADEC没有义务保留客户数据或提供对链接数据的访问。此外，如果客户的帐户被暂停三十（30）天或更长时间，则任何此类客户数据可能都是无法检索和访问的。

8. Verification

验证

ADEC may, at its expense, audit Client's use of the System, provided that any such audit shall not materially interfere with Client's business activities. ADEC shall also be permitted to conduct automated audits at its discretion, provided that such automated audits take place without accessing Client's internal information technology networks and do not materially interfere with Client's use of the System. If an audit reveals that Client has underpaid fees to ADEC, Client shall pay ADEC such underpaid fees and if any such underpayment exceeds five percent (5%) of the amounts due, Client shall pay ADEC the reasonable costs of the audit. If necessary, Client shall cooperate with ADEC to provide passwords and other information necessary for ADEC to conduct such audits.
ADEC可以自费审计客户对系统的使用，但前提是任何此类审计均不得严重干扰客户的业务活动。还应允许ADEC自行进行自动审核，条件是该自动审核在不访问客户内部信息技术网络的情况下进行，并且不会严重干扰客户对系统的使用。如果审计表明客户已向ADEC支付了不足的费用，则客户应向ADEC支付这笔少付的费用，如果任何此类未付的款项超过应付款的百分之五（5%），则客户应向ADEC支付合理的审计费用。如有必要，客户应与ADEC合作，以提供密码和ADEC进行此类审核所需的其他信息

9. System Access

系统访问

- 9.1. **Use of System.** ADEC hereby grants to Client a limited, royalty-free, non-exclusive, non-transferable, non-sub-licensable and irrevocable, unless terminated per Section 10 of this License, right to use the System during the Term, solely for Client's own internal business purposes, subject to the terms and conditions of this License. All rights not expressly granted to Client are reserved by ADEC and its licensors. Client may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
使用系统。ADEC特此授予客户有限、免费、非排他、不可转让、不可再许可和不可撤销的有限权利，除非根据本许可的第10节终止，在此期限内，仅由客户自己使用系统的权利内部业务目的，但须遵守本许可的条款和条件。ADEC及其许可方保留未明确授予客户的所有权利。客户不得出于监视其可用性，性能或功能或出于任何其他基准测试或竞争目的而访问服务。

10. Term and Termination

期限和终止

- 10.1. **Termination Upon Expiration of Term.** This License will terminate at the end of the Term unless Client renews or extends the License pursuant to Section 3.2. Upon termination, Client will no longer have access to the System.
期限届满时终止。除非客户根据第3.2条款的规定续订或扩展许可，否则本许可将在本期限终止时终止。终止后，客户端将不再有权访问系统。
- 10.2. **Breach of Contract.** Any breach of Client's payment or other obligations or unauthorized use of the System or any Service will be deemed a material breach of this License. In the event that such material breach is incurable or is not remedied within three (3) business days ADEC, in its sole discretion, may withhold Services, documents or deliverables, terminate Client's password, account or use of the System or Service and/or terminate this License. If termination of the License is the result of a material breach by Client, Client agrees and acknowledges that ADEC has no obligation to retain or provide Client access to the Client Data. Client shall be responsible for any consequential damages related to said breach.
违反合约。任何违反客户付款或其他义务或未经授权使用系统或任何服务的行为将被视为对本许可的重大违反。如果无法在三(3)个工作日内解决此类重大违约或无法补救的情况，ADEC可自行决定扣留服务，文件或可交付成果，终止客户的密码，帐户或使用系统或服务并/或终止本许可证。如果由于客户的重大违反而导致终止许可，则客户同意并承认ADEC没有义务保留或提供客户对客户数据的访问权。客户应对与上述违约相关的任何间接损失负责。
- 10.3. **Effect of Termination.** Upon termination for any reason, Client shall cease all use of the System, and Client shall be entitled to receive an electronic copy of the Client Data it has input into the System; provided, however, the license granted to ADEC in Section 5 above shall survive the expiration or termination of this License. ADEC will also provide all documentation and deliverables that have been completed and paid for until the date of Termination. Sections 1, 6, 7, 10-13, 16-21 and 23-25 will survive the expiration or termination of this License.
终止的效力。一旦出于任何原因终止，客户应停止对系统的所有使用，并且客户有权获得其输入到系统中的客户数据的电子副本；但是，在上述第5节中授予ADEC的许可应在本许可到期或终止后继续有效。ADEC还将提供在终止日期之前已完成并已付款的所有文档和可交付成果。第1、6、7、10-13、16-21和23-25节将在本许可到期或终止后继续有效。

11. Limitations and Restrictions

限制

The System and Services include confidential and proprietary information. Client shall not disclose, provide or use, directly or indirectly, any of the System or Services or any portion thereof to or in connection with any other party.
系统和包括机密和专有信息。客户不得直接或间接向任何其他方或与任何其他方共享，提供或使用任何系统或服务或其任何部分。

- 11.1. **Limitations.** Client shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service, System or the Content in any way; (ii) modify or make derivative works based upon the Service, System or the Content; (iii) create Internet "links" to the Service or the System or "frame" or "mirror" any Content on any other server or wireless or Internet-based device without express written agreement by both Parties; or (iv) reverse engineer, access, or provide access to the Service or System, including in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or System, or (c) copy any ideas, features, functions or graphics of the Service or System.
局限性。客户不得：(i) 以任何方式许可、分许可、出售、转售、转让、分配、分发或以其他方式进行商业利用或向任何第三方提供服务、系统或内容；(ii) 根据服务，系统或内容修改或制作衍生作品；(iii) 未经双方明确书面同意，在任何其他服务器，无线或基于互联网的设备上创建与服务或系统或“框架”或“镜像”任何内容的互联网“链接”；或(iv) 逆向工程，访问或提供对服务或系统的访问，包括为了(a) 构建具有竞争力的产品或服务，(b) 使用服务的相似构想、功能或图形来构建产品或系统，或(c) 复制服务或系统的任何想法，功能，功能或图形。
- 11.2. **Password protection.** Client agrees to maintain the privacy of usernames and passwords associated with ADEC Services and the System. Client is fully responsible for all activities that occur under License's password or Internet account, including all User accounts, and will cooperate with ADEC in the enforcement of this License against all Users. Client will implement reasonable controls to ensure that the System is only accessed and used by the then-currently authorized Users and to ensure that each User's access to and use of the System is in compliance with the terms of this License. Client agrees to immediately contact ADEC of any unauthorized use of Client's or a User's password or account or any other breach of security. ADEC shall not be liable for any damages incurred by Client or any third party arising from Client's failure to comply with this section. ADEC will have the right to immediately Software License Agreement for discontinue a User's access to and use of the System if such User breaches the terms of this License or otherwise impedes or disrupts any third party's use of the System. Where reasonably possible, ADEC will deliver notice to Client of the termination of a User's access to and use of the System.
密码保护。客户同意维护与ADEC服务和系统相关的用户名和密码的隐私。客户应对使用许可证的密码或Internet帐户进行的

所有活动（包括所有用户帐户）承担全部责任，并将与ADEC合作对所有用户执行此许可证。客户将实施合理的控制措施，以确保只有当前授权的用户才能访问和使用该系统，并确保每个用户对系统的访问和使用均符合本许可的条款。客户同意，如果未经授权使用客户或用户的密码或帐户，或任何其他违反安全性的行为，应立即与ADEC联系。对于因客户不遵守本节规定而引起的客户或任何第三方的任何损害，ADEC不承担任何责任。ADEC将有权立即如果用户违反本许可条款或以其他方式阻碍或破坏任何第三方对系统的使用，则中止用户访问和使用系统的软件许可协议。在合理可能的情况下，ADEC会向用户发出终止用户访问和使用系统的通知。

11.3. Reservation of Rights 保留权利

11.3.1. Subject to the limited rights expressly granted hereunder, all software and products licensed or made available to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADEC and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADEC products. Client receives no rights to any ADEC products or intellectual property of ADEC or its licensors, except as expressly stated herein.

根据本协议明确授予的有限权利，本协议下许可或提供给客户的所有软件和产品均为ADEC和/或其许可方的许可和/或拥有的财产，体现了ADEC和/或其许可方的专有商业秘密技术，并受以下内容的保护：版权法，国际版权条约以及其他知识产权法，其中包括禁止未经授权使用和复制任何ADEC产品的行为。除本文明确规定外，客户没有任何关于ADEC产品或ADEC或其许可方知识产权的权利。

11.3.2. Certain of the Content is provided to ADEC by third parties and Client may have access to such Content through the use of the System, it being understood that Client's access to certain Content may change during the Term, including if ADEC no longer has the right to use and distribute Content.

某些内容是由第三方提供ADEC的，客户可能会通过使用系统访问此类内容，应理解，客户对某些内容的访问权在有效期内可能会发生变化，包括ADEC不再有权使用和分发内容。

12. Training and Implementation of Services

培训和实施服务

All training and implementation services shall be provided under the terms of a separate written agreement or Service Order. To the extent any additional services are requested by Client and not otherwise covered in a written agreement, Client will be charged at ADEC's current rate plus all reasonable travel, lodging, and meal expenses.

所有培训和实施服务应根据单独的书面协议或服务订单的条款提供。如果客户要求提供任何其他服务，且未在书面协议中另行规定，则将按ADEC的现行费率以及所有合理的旅行、住宿和餐饮费用向客户收费。

13. Other Services

其他服务

Any other services, including but not limited to data management, processing and/or professional/technical consulting services shall be provided under the terms of a separate written agreement or Service Order. To the extent any additional services are requested by Client and not otherwise covered in a written agreement, Client will be charged at ADEC's current rate plus all reasonable travel, lodging, and meal expenses. In absence of such a Service Order, Client acknowledges and agrees that ADEC is not providing any consulting, management or advisory services to Client, legal or otherwise, in connection with the System, Client Data or otherwise, including with respect to the input of data, the accuracy of the data, its evaluation, or its compilation for internal or external reporting purposes.

任何其他服务，包括但不限于数据管理、处理和/或专业/技术咨询服务，均应根据单独的书面协议或服务订单的条款提供。如果客户要求提供任何其他服务，且未在书面协议中另行规定，则将按ADEC的现行费率以及所有合理的旅行、住宿和餐饮费用向客户收费。在没有此类服务订单的情况下，客户承认并同意ADEC不向客户提供任何与系统，客户数据或其他有关的法律，其他方面的咨询，管理或咨询服务，包括有关数据输入的信息，数据准确性，评估或出于内部或外部报告目的而进行的汇编。

14. Maintenance and Support

维护与支持

14.1. **Scope of Maintenance.** ADEC is responsible for the operation, maintenance and management of the System.
维护范围。ADEC负责系统的运行，维护和管理。

14.1.1. **Monitoring of System and Services.** ADEC shall provide 24 hour a day, 7 day a week, 365 day a year monitoring of critical computing infrastructure, and related software services within the hosting environment.
监视系统和/或服务。ADEC应每年365天，每周7天，每天24小时提供对托管环境中的关键计算基础结构和相关软件服务的监视。

- 14.1.2. **Maintenance.** ADEC will provide regular and ongoing maintenance of the System to correct bugs or other errors in the System. Maintenance will be scheduled so as to cause as minimal interference with Client usage as reasonably possible. During the Maintenance Window, Client may experience slowdowns or outages. Reasonable efforts will be made to complete maintenance within the designated Maintenance Window.
保养。ADEC将提供系统的定期和持续维护，以更正系统中的错误或其他错误。将安排维护时间，以尽可能合理地减少对客户端使用的干扰。在“维护”窗口中，客户端可能会变慢或中断。将在指定的“维护时段”内做出合理的努力以完成维护。
- 14.1.3. **Planned Outage.** ADEC will perform regular maintenance which will at times require Planned Outage of the System. Minimum 24 hours' notice will be provided to Client of any such Planned Outage and ADEC will use reasonable efforts to schedule such maintenance activities outside of the majority of Clients' business hours.
计划内停机。ADEC将执行定期维护，有时需要计划内的系统中断。任何此类计划内停电将至少提前24小时通知客户，并且ADEC将尽合理的努力在大多数客户的工作时间之外安排此类维护活动。
- 14.1.3.1. **Emergency Outage.** ADEC may need to perform an Emergency Maintenance Outage for System maintenance. ADEC will use commercially reasonable efforts to notify Client prior to any such Emergency Maintenance Outage or as soon as reasonably possible after beginning an Emergency Maintenance Outage.
紧急停电。ADEC可能需要执行紧急维护停机以进行系统维护。ADEC将在商业上做出合理的努力，在任何此类紧急维修中断之前或在发生紧急维修中断之后尽快通知客户。
- 14.1.3.2. **Client Notification.** Client shall notify ADEC immediately of any unexpected outages or system malfunctions. ADEC shall provide a First Response to Client to assess the problem and provide a Resolution Time estimate for resolution of the issue.
客户通知。如果发生意外中断或系统故障，客户应立即通知ADEC。ADEC应向客户提供第一响应，以评估问题并提供解决问题的估计时间。
- 14.1.3.3. **Technical Support.** Technical support not otherwise contemplated in this License may incur additional fees. ADEC shall provide a reasonable assessment of such fees to Client prior to completion of support services.
技术支持，本许可未另行考虑的技术支持可能会产生额外费用。在支持服务完成之前，ADEC应向客户提供此类费用的合理评估。
- 14.2. **Warranties.** ADEC warrants that it will provide 99% System availability as measured on a monthly basis, excluding any System maintenance or force majeure events that result in the System not being available to any User, as measured and monitored from ADEC facilities. The System Availability measure shall not include interruptions caused by Client's equipment, local area network, Client caused interruptions, internet system providers or interruptions, or third parties.
保证，ADEC保证按月衡量将提供99%的系统可用性，但不包括任何可能导致无法由ADEC设施进行测量和监控的用户使用的系统维护或不可抗力事件。系统可用性措施不应包括由客户的设备，局域网，客户引起的中断，互联网系统提供商或中断或第三方引起的中断。
- 14.3. **Internet Delays.** The System and ADEC Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications out of ADEC's control. ADEC is not responsible for any delays, delivery failures, or other damage resulting from such problems and any unavailability of the System due to any of the foregoing will not count against the System availability warranty set forth above.
互联网延迟，系统和ADEC服务可能会受到ADEC无法控制的使用互联网和电子通信时的限制，延迟和其他问题的困扰。对于因此类问题而导致的任何延迟，交付失败或其他损坏，ADEC不承担任何责任，并且由于上述任何原因导致的系统不可用性均不计入上述系统可用性保证。
- 14.4. **Errors.** Under no circumstances does ADEC warrant or represent that all System errors or bugs can or will be corrected.
错误，在任何情况下，ADEC均不保证或声明所有系统错误或错误可以或将得到纠正。
- 14.5. **Client Obligations.** ADEC's ability to fulfill its support obligations is conditioned upon Client (a) promptly providing all relevant information necessary for ADEC to respond to a support request; (b) providing all relevant Information and any additional requested information and documentation necessary for ADEC to reproduce the error; (c) designation of primary and secondary contacts (along with afterhours contact Information for such people) who have been trained on the System and who can provide ADEC with all requested information; (d) submission of support requests promptly in response to a System error; (e) using commercially reasonable efforts to diagnose and resolve problems in the operation of the Client's interface to the System prior to contacting ADEC for support; (f) using commercially reasonable efforts to confirm that reported problems are not due to Client's system or third-party system; (g) consultation of ADEC documentation before submitting requests; and (h) providing ADEC with remote access to Client's systems.
客户义务，ADEC履行支持义务的能力取决于客户（a）及时提供ADEC响应支持请求所需的所有相关信息；（b）提供所有相关信息以及ADEC重现错误所需的任何其他要求的信息和文件；（c）指定经过系统培训并可以向ADEC提供所有要求的信息的

主要和次要联系人（以及此类人员的下班后联系信息）；（d）因系统错误而迅速提交支持请求；（e）在联系ADEC寻求支持之前，通过商业上合理的努力来诊断和解决客户与系统的接口操作中的问题；（f）通过商业上合理的努力来确认所报告的问题不是由于客户的系统或第三方系统引起的；（g）在提交请求之前咨询ADEC文件；（h）为ADEC提供对客户系统的远程访问。

- 14.6. **Out-of-scope.** If ADEC determines that a reported problem is not a System error, ADEC will Inform Client and work with Client to attempt to identify the problem. For problems not solely caused by ADEC or problems that are not System errors, including problems caused by Client's or third party equipment or environment, then ADEC may charge Client reasonable fees for services performed to diagnose and efforts to repair such problem. Without limiting the foregoing, the following support services are outside the scope of ADEC's support obligations: (a) support provided outside of mutually agreed upon business hours or timeframes; (b) support which becomes necessary due to failure of computer hardware, equipment or programs not provided by ADEC, negligence of Client, error by Client in operation of the System, or improper modification or use of hardware or software by Client; (c) maintenance and support of hardware, software programs, or data connections owned, operated or develop by Client; and/or (d) development, customization, coding, installation, integration, consulting, and training.

超出范围，如果ADEC确定报告的问题不是系统错误，则ADEC将通知客户端并与客户端一起尝试识别问题。对于并非仅由ADEC引起的问题或非系统错误的问题，包括由客户或第三方设备或环境引起的问题，则ADEC可能会向客户收取合理的服务费，以进行诊断和修复此类问题。在不限制上述规定的前提下，以下支持服务不在ADEC的支持义务范围内：（a）在共同商定的工作时间或时间表之外提供的支持；（b）由于ADEC未提供的计算机硬件，设备或程序的故障，客户端的过失，客户端在系统运行中的错误或客户端对硬件或软件的不当修改或使用而引起的必要支持；（c）维护和支持客户拥有，运营或开发的硬件，软件程序或数据连接；和/或（d）开发，定制，编码，安装，集成，咨询和培训。

- 14.7. **Exclusions.** Notwithstanding any other provisions of this License, ADEC shall not be responsible for any failure to meet the service level or support commitments set forth above if such failure is due to:

- ▶ Client acts or omissions, including any Client misuse or abuse of the System or use in violation of the License;
- ▶ Any force majeure event;
- ▶ Third party or Client software, content or services;
- ▶ Viruses not prevented by ADEC's application of industry standard anti-virus software;
- ▶ Client's or any User's violation of the License;
- ▶ Malicious attacks on the System not prevented by ADEC's application of industry standard intrusion prevention software;
- ▶ An increase in System utilization by Client beyond the agreed upon and paid for hosting capacity.

排除项，尽管有本许可的任何其他规定，如果由于以下原因导致未能达到上述服务水平或支持承诺，ADEC不承担任何责任：

- ▶ 客户的作为或不作为，包括任何客户滥用或滥用系统或违反许可使用的行为；
- ▶ 任何不可抗力事件；
- ▶ 第三方或客户端软件、内容或服务；
- ▶ ADEC应用行业标准的防病毒软件无法阻止的病毒；
- ▶ 客户或任何用户违反许可；
- ▶ ADEC应用行业标准的入侵防御软件无法阻止对系统的恶意攻击；
- ▶ 客户对系统使用率的提高超出了托管容量的约定和支付范围。

- 14.8. **Sole Remedy.** The foregoing constitutes Client's sole and exclusive remedy and ADEC's entire liability for System downtime. 唯一的补救措施，前述内容构成客户的唯一专有补偿，并且ADEC对系统停机承担全部责任。

15. Intellectual Property Rights

知识产权

Without limiting the generality of the provisions included in the License, ADEC shall at all times solely and exclusively own all rights, title, and interest in and to the System and Content and any and all improvements, enhancements, derivative works and extensions thereof, and all intellectual property rights therein. Client shall not remove, modify, or obscure any ADEC or other copyright, trademark, and other proprietary notices affixed to or displayed on the System, and shall not allow any third party to take any such action. The site contents are proprietary to ADEC, and contain copyrighted material and trademarks of ADEC. All other trademarks used herein are the property of their respective owners. All rights of ADEC as to are reserved.

在不限制许可中所包含条款一般性的前提下，ADEC应始终专有和专一地拥有对系统和内容以及对系统和内容及其任何，所有改进，

增强，派生作品及其扩展的所有权利，所有权和利益，以及其中的所有知识产权。客户不得删除，修改或模糊系统上粘贴或显示的任何ADEC或其他版权、商标和其他所有权声明，并且不得让任何第三方采取任何此类行动。网站内容是ADEC专有的，并包含ADEC的版权材料和商标。本文使用的所有其他商标均为其各自所有者的财产。ADEC保留所有的权利。

16. Ownership

所有权

ADEC warrants and represents that: (a) ADEC has the full and unrestricted right, power and authority to enter into this License and to perform its obligations in accordance with the terms of this License; (b) ADEC has all right, title and interest in the Licensed Products and in all related copyrights and other intellectual property rights, and that ADEC has the right to license the Licensed Products to Client for use in accordance with the terms of this License; (c) no portion of the Licensed Products infringes upon any copyright, trademark, trade secret, patent, right of publicity, or right of privacy of a third party or otherwise violates the rights of any third party; (d) that Licensor's performance of services and grant of licenses under this License will not violate any agreement to which ADEC is a party or any applicable law, rule or regulation; and (e) ADEC has given no commissions, payments, gifts, kickbacks, lavish or extensive entertainment, or other things of value to any employee or agent of Client or of an Affiliate in connection with this License. ADEC保证并表示：(a) ADEC拥有签订本许可证并按照本许可证的条款履行其义务的全部和不受限制的权利，权力和授权；(b) ADEC拥有许可产品以及所有相关版权和其他知识产权的所有权利，所有权和利益，并且ADEC有权将许可产品许可给客户，以根据本许可的条款使用；(c) 许可产品的任何部分均不侵犯任何第三方的任何版权，商标，商业秘密，专利，宣传权或隐私权，或以其他方式侵犯任何第三方的权利；(d) 许可方提供服务并根据本许可授予许可不会违反ADEC参加的任何协议或任何适用的法律，法规或规章；(e) ADEC没有向与本许可证有关的客户或关联公司的任何雇员或代理商提供任何佣金，付款，礼物，回扣，奢华或广泛的娱乐或其他有价值的东西。

17. Disclaimer

免责声明

EXCEPT FOR THE WARRANTIES STATED HEREIN, THE SYSTEM AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, AND LICENSEE'S USE OF THE SYSTEM AND SERVICES IS SOLELY AT LICENSEE'S OWN RISK. ADEC DOES NOT WARRANT THAT THE SYSTEM OR SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ADEC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, CONCERNING THE SYSTEM, THE SERVICES OR OTHERWISE RELATED TO THIS LICENSE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ANY STATUTORY WARRANTIES OF NON-INFRINGEMENT.

除此外声明的保证外，系统和/或服务均按“原样”提供，没有任何保证，并且被许可方对系统和/或服务的使用仅由被许可方承担风险。ADEC不保证该系统或/或服务将满足被许可方的要求，也不保证该操作不会中断或无差错。在适用法律允许的最大范围内，ADEC拒绝就本许可协议所涉及的系统，服务或其他形式，包括明示，暗示和法定的所有陈述和保证，包括但不限于默示担保和保证。出于交易或使用过程中的特殊目的或由此引起的，以及任何不侵权的法定保证。

18. Limitation of Liability

责任范围

EXCLUDING THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS, OR DAMAGES ARISING FROM OR OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM LICENSEE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM (OR THE AMOUNT PAID FOR THE INITIAL TERM IF DURING THE INITIAL TERM). EXCLUDING THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS, OR DAMAGES ARISING FROM OR OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SYSTEM OR THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SYSTEM, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SYSTEM, OR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

排除双方各自的赔偿义务，或因一方的过失，恶意的不当行为或欺诈而造成的损害，在任何情况下，双方的责任均不超过经（经）和/或（或）实际支付的金额立即在发生此类事件之前就提起诉讼（或在初始期限内支付初始期限的金额）。排除各方的特定赔偿义务或因一方的过失，恶意的不当行为或欺诈而造成的损害，在任何情况下，任何一方和/或其许可方均不对任何一方或任何方对任何间接责任由系统或服务引起的或以任何方式与系统或服务有关的任何类型或种类的偶发或继发性损害（包括数据，收入，利润，使用或其他经济优势的损失），包括但不限于使用或即使是由于损害或一方已征得当事方的原因，也无法使用该系统或因该系统而获得或通过该系统获得的任何内容，或因任何原因造成的任何干扰，不准确，错误或遗漏事先已被告知可能发生此类损坏。

19. Governmental Matters

政府事宜

19.1. **Governmental Approval or Registration.** If this License or any associated transaction is required by the law of any nation to be either approved or registered with any governmental agency, Client shall assume all legal obligations to do so. Client shall notify ADEC if it becomes aware that this License is subject to a United States or foreign government reporting or approval requirement. Client shall make all necessary filings and pay all costs including fees, penalties, and all other out-of-pocket costs associated with such reporting or approval process.

政府许可或注册，如果任何国家/地区的法律要求本许可证或任何关联交易必须在任何政府机构中获得批准或注册，则客户应承担所有法律义务。如果客户知道本许可证受美国或外国政府的报告或批准要求的约束，则应通知ADEC。客户应进行所有的备案，并支付所有费用，包括费用，罚款以及与此类报告或批准流程相关的所有其他自付费用。

19.2. **Export Control Laws.** Client shall observe all applicable United States and foreign laws with respect to the use of the System and the transfer related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations and the Export Administration Regulations.

出口管制法，客户应遵守与系统使用以及将相关技术数据转移到国外有关的所有适用的美国 and 外国法律，包括但不限于《国际武器交易条例》和《出口管理条例》。

20. Indemnification

保障

Each Party shall indemnify, defend and hold harmless the other Party and its affiliated companies, current and former officers, directors, employees, agents and representatives from and against any and all third-party claims (including employment claims), causes of action, suits, damages, losses, costs and expenses (including, without limitation, attorneys' fees and costs) arising out of or caused by the willful or negligent acts, errors or omissions of the indemnifying Party in connection with this License.

各方应就任何及所有第三方索赔（包括雇佣索赔），诉讼因由，和解和赔偿另一方及其关联公司，现任和前任官员，董事，雇员，代理商和代表，并使其免受损害。赔偿方因与本许可相关的故意或过失行为，错误或疏忽而引起或引起的损害，损失，成本和费用（包括但不限于律师费用）。

21. Non-Disclosure

非公开

All Confidential Information (information that is proprietary to disclosing Party) disclosed hereunder will remain the exclusive and confidential property of the disclosing Party. The receiving Party will not disclose the Confidential Information of the disclosing Party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing Party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving Party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential and will only use Confidential Information in connection with the performance of this License. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, and (c) relating to a specific employee, to the extent such employee has consented to its release. Upon the request of the disclosing Party, the receiving Party will return or destroy all Confidential Information of the disclosing Party that is in its possession. The obligations and restrictions contained in this Section do not apply to information: (i) which is now or subsequently becomes publicly available other than by breach of this License; (ii) which was already in the recipient's possession and at its free disposal at the time of disclosure and was not obtained directly or indirectly from discloser; or (iii) which is independently developed by the recipient without use of the other Party's Confidential Information.

以下披露的所有机密信息（披露方专有的信息）将保留为披露方的专有和机密财产。接收方将不会披露披露方的机密信息，并且至少会使用与披露方的机密信息相同的谨慎程度，酌处权和勤奋程度来保护披露方的机密信息，但绝不案情不够合理。接收方将对需要了解其机密信息的分支机构，员工和授权代表进行限制，并指示他们对此类信息保持机密，并且仅在执行本许可时使用机密信息。尽管有上述规定，接收方可以（a）在遵守适用于其的任何法律，规则，法规或裁定的必要范围内（a）在适当的情况下并在可行的情况下事先知会，以披露披露方的机密信息。在任何传票，传票或任何诉讼有关的情况下做出回应，并且（c）与特定雇员有关，只要该雇员已同意释放该雇员。根据披露方的要求，接收方将归还或销毁其拥有的披露方的所有机密信息。本节中包含的义务和限制不适用于以下信息：（i）现在或以后可公开获得的信息，但不违反本许可的情况；（ii）在披露时已经由接收者拥有并且可以自由处置，并且不是直接或间接从披露者那里获得的；或（iii）由接收者独立开发，无需使用另一方的机密信息。

22. Insurance

保险

22.1. Insurance the Term, ADEC will maintain the following:

保险期限内，ADEC将维持以下条件：

22.1.1. General liability coverage in which the minimum policy limit is \$1,000,000, combined single limit for both bodily injury and property damage.

一般责任险，其最低保额限额为\$ 1,000,000，包括人身伤害和财产损失的单一限额。

22.2. **Limits of Liability.** ADEC makes no representation that the insurance specified under the terms of this License are adequate to protect Client against Client's undertaking under this License.

责任范围，ADEC不代表本许可证条款中规定的保险足以保护客户免受客户根据本许可证承担的责任。

22.3. **Errors and Omissions.** ADEC also agrees to carry Errors & Omissions insurance in the minimum amount of \$1,000,000 by a qualified carrier in California, during the Term.

错误和遗漏，ADEC还同意在有效期内由合格的加利福尼亚承运人承保最低保额为\$ 1,000,000的错误与遗漏保险。

23. Notices

通知

Any notices given by either Party hereunder will be in writing and will be given by personal delivery, national overnight courier service, by email, receipt requested, or by postal service, certified or registered, postage prepaid, return receipt requested, to ADEC at the address specified below or to Client at the address specified during System Registration. All notices will be deemed effective upon personal delivery, return receipt received for emails, or two (2) business days following delivery confirmation with any overnight courier services. All notices related to this License shall be addressed to the following:

任何一方在本协议项下发出的任何通知均将以书面形式发出，并将通过亲自递送，全国通宵快递服务，通过电子邮件，要求的收据或通过邮寄，已认证或已注册，预付邮资，要求退回的收据在ADEC发出。下面指定的地址，或在系统注册期间指定的地址发送给客户的地址。所有通知将在个人交付，收到电子邮件回执或在交付确认后的两（2）个工作日内提供任何隔夜快递服务后视为有效。与本许可证有关的所有通知应发送至以下地址：

To ADEC:
ADEC

ADEC Innovations / FCS International
Attn: Legal Department
250 Commerce, Suite 250
Irvine, CA 92602 USA

ADEC Innvations/FCS International Attn :
美国加利福尼亚州Suite 250 Irvine 250
Commerce 法律部。

24. General Provisions

一般条款

24.1. **Binding.** his License shall inure to the benefit of, and be binding upon the Parties hereto, together with their respective legal representatives, successors, and assigns.

24.2. **Governing Law and Jurisdiction.** This License shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this License or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in California.

治理法律和管辖区，本许可应受加利福尼亚州法律和美国联邦控制法的管辖，而不受任何司法辖区的法律选择或冲突规定的影响，以及与本许可或与之相关的任何纠纷，诉讼，主张或诉讼因由。服务应受加利福尼亚州州和联邦法院的专属管辖。

24.3. **Authority.** Client hereto represents and warrants to ADEC that the person executing this License are duly authorized to execute and deliver this License, and by so executing this License, Client is formally bound to the provisions of this License and is a validly existing entity with full right and authority to enter into this License and perform hereunder.

授权，客户在此声明并向ADEC保证执行本许可证的人已被正式授权执行和交付本许可证，并且通过执行本许可证，客户正式受本许可证条款的约束，是有效的现有实体，具有完整的权利和有权签署本许可证并执行本协议。

- 24.4. **Total Agreement.** This License constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, any representations or communications with respect to accessing the ADEC System. The terms of this License may be amended by ADEC and Client will receive notification of such amendment. In order to access the ADEC System, Client will need to click "Agree" to the amended License agreement.
总协议，本许可构成了双方之间就此主题的完整协议和谅解，并取代了所有先前或同期的协议，与访问ADEC系统有关的任何陈述或通讯。ADEC可能会修改本许可的条款，客户将收到有关此修改的通知。为了访问ADEC系统，客户需要单击“同意”以修改后的许可协议。
- 24.5. **No-Waiver.** No waiver by either Party of any breach or default of any covenant or agreement set forth in this License shall be deemed a waiver as to any subsequent and/or similar breach or default.
不得放弃，任何一方均不放弃对本许可协议中任何约定或协议的违反或违约，也不应视为对任何后续和/或类似违反或违约的放弃。
- 24.6. **No Third Party Beneficiaries.** There are no third-party beneficiaries to this License.
没有第三方受益人。此许可证没有第三方受益人。
- 24.7. **Assignability.** Unless specifically stated otherwise within this License, this License is personal to the Parties hereto and may not be assigned.
转让，除非本许可协议中另有明确说明，否则本许可协议对本协议的各方均属私人性质，不得转让。
- 24.8. **Failure to Perform.** In the event of a breach or violation of this License and if it becomes necessary for either Party to undertake legal action against the other on account thereof, then the prevailing Party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.
违约责任，如果违反或违反了本许可协议，并且如果任何一方有必要针对另一方采取法律行动，则胜诉方除了获得赔偿外，还应就合理的律师费获得赔偿。
- 24.9. **Records Retention.** ADEC will keep and maintain invoices and records related to this License in an organized manner. Records will be kept for three (3) years from the date of termination of this License and will include time sheets, work progress reports, and other project-related documentation to adequately detail the Services provided. Electronic communications, including e-mails, will be retained for a one (1) year period.
记录保留，ADEC将有组织地保存和维护与本许可证相关的发票和记录。从终止本许可之日起，记录将保存三（3）年，其中将包括时间表，工作进度报告以及其他与项目有关的文档，以充分详细说明所提供的服务。电子通讯，包括电子邮件，将保留一（1）年。
- 24.10. **Headings.** The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this License.
标题，插入几个部分的标题只是为了方便参考，并不打算成为本许可证的一部分或影响本许可证的含义或解释。
- 24.11. **Severability.** In the event that any of the provisions contained in this License is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this License, and this License shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.
可分割性，如果本许可证中包含的任何条款在任何方面被认为是无效，非法或无法执行的，则此类无效，非法或不可执行性不会影响本许可证的任何其他条款，并且本许可证应被视为无效，非法或无法执行的规定从未包含在其中。

IN WITNESS WHEREOF, both ADEC and Client have executed this Agreement by their respective and duly authorized officers on the day and year written.

Executed for the Client by:

Executed for FCS International, Inc. dba ADEC Innovations by:

Print Name

Print Name

Authorized Signature

Authorized Signature

Title

Title

Date

Date