Software Transaction Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS PRODUCT. BY DOWNLOADING, INSTALLING OR USING THIS PRODUCT, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT DOWNLOAD, INSTALL OR USE THIS PRODUCT. IF YOU HAVE A SIGNED AGREEMENT WITH PROVIDER THAT IS SPECIFICALLY REFERENCED IN AN ORDER THAT IS EXECUTED BETWEEN YOU AND PROVIDER, THEN THAT SIGNED AGREEMENT WILL SUPERSEDE THIS AGREEMENT.

This Software Transaction Agreement (the *"Agreement"*) is made between you, the Customer ("**Customer**" or "**You**") and the Provider, as defined below.

1. Definitions. Capitalized terms not defined in context shall have the meanings assigned to them below:

(a) *"Affiliate"* means any legal entity controlling, controlled by, or under common control with a party to this Agreement, for so long as such control relationship exists.

(b) *"Appliance"* means a computer hardware product upon which the Software is pre-installed and delivered.

(c) *"Documentation"* means the then current user manuals and documentation that Provider makes available for the Software either through the electronic download of the Software or from the Support Site, and all copies of the foregoing.

(d) *"eStore"* means Provider's online Software ordering system located at https://www.oneidentity.com/buy/.

(e) *"License Type"* means the model by which the Software is licensed (e.g., by server, by mailbox, by managed user) as indicated in the applicable Order and defined in the Product Guide.

(f) *"Maintenance Services"* means Provider's then current maintenance and support offering specified in the applicable Order and made available to Customer as stated in the *Maintenance Services* Section below.

(g) An "*Order*" is either (i) an ordering document signed by Customer and Provider ("*Signed Order*"), (ii) a Provider quotation referenced on a PO that states that it is governed exclusively by such quotation ("*Governing Quotation*"), (iii) an order placed through the eStore, (iv) an order placed through a Partner, or (v) a Customer purchase order ("*PO*") submitted to Provider. Each Order shall be Customer's irrevocable commitment to purchase and pay for the Products and/or Maintenance Services stated in the Order and each Order placed with Provider shall be subject to approval by Provider in writing or by performance.

(h) *"Partner"* means a reseller or distributor that is under contract with Provider or another authorized party and is authorized via such contract to resell the Products and/or Maintenance Services.

(i) *"Product(s)"* means the Software and/or Appliance(s) provided to Customer by Provider.

(j) *"Product Guide"* means the document located at https://www.oneidentity.com/docs/Product_Guide.pdf that contains the Product Terms.

软件交易协议

使用本产品之前，请仔细阅读本协议。下载、安装或使用本产品，即表示您接受并同意本协议的条款和条件。如您不同意本协议的条款和条件，请不要下载、安装或使用本产品。如果您与提供商签订有协议，并在您与提供商之间的订单中特别提及该协议，则该份已签订的协议将取代本协议。

本软件交易协议（"**协议**"）由作为客户的您（"**客户**"或"**您**"）和提供商签订，定义如下。

1. **定义。** 未在上下文中定义的黑体术语具有下文赋予的含义：

(a) "**关联公司**"指控制本协议一方、受本协议一方控制或者与本协议一方共同受他方控制的任何法律实体，只要该等控制关系存在。

(b) "**设备**"指预装和交付软件之计算机硬件产品。

(c) "**文件**"指提供商通过软件的电子下载形式或在支持网站上为软件提供的当时现行的用户手册和文件，以及上述内容的所有副本。

(d) "**eStore**" 指提供商的在线软件订购系统，网址为 https://www.oneidentity.com/buy/。

(e) "**许可类型**"指在适用订单中指出并在产品指南中定义的许可软件的模式（例如，按服务器、按邮箱、按管理用户）。

(f) "**维护服务**"指在适用的订单中规定并按照下文*维护服务*一条所述提供给客户的提供商当时现行的维护和支持服务。

(g) "**订单**"指：(i) 客户和提供商签署的订购文件（"**已签署的订单**"），(ii) PO 上引用的提供商报价，并且 PO 述明其仅受该等报价约束（"**约束性报价**"），(iii) 通过 eStore 下达的订单，(iv) 通过合作伙伴下达的订单，或 (v) 客户提交给提供商的采购订单（"**PO**"）。每份订单应是客户购买和支付订单中所述的产品和/或维护服务的不可撤销的承诺，并且向提供商下达的每份订单应得到提供商的书面批准或执行。

(h) "**合作伙伴**"指与提供商或其他授权方签订合同并通过该等合同获授权转售产品和/或维护服务的转销商或分销商。

(i) "**产品**"指由提供商提供给客户的软件和/或设备。

(j) "**产品指南**"指载于 https://www.oneidentity.com/docs/Product_Guide.pdf，包含产品条款的文件。

(k) **"Product Terms"** means the terms associated with each License Type and any other terms associated with an individual Product. The Product Terms for Products in a Signed Order or a Governing Quotation shall be as stated in the Signed Order or Governing Quotation. If no Product Terms are stated in the Signed Order or Governing Quotation, if the Order is placed with a PO only, if the Order is placed through the eStore, or if the Products are purchased from a Partner, then the Product Terms for such Products shall be as stated in the Product Guide as of the date of the Order or purchase.

(l) **"Provider"** means One Identity Software International DAC, with its principal place of business at City Gate Park, Mahon, Cork, , T12 HD21 Ireland. If an Order is placed through and approved by an Affiliate of Provider, then that Affiliate shall be the Provider under this Agreement. If the Provider is renamed, then the renamed entity shall become the Provider under this Agreement.

(m) **"Software"** means any and all software that is provided or made available to Customer under this Agreement as well as any new versions and releases of such software that are made available to Customer pursuant to this Agreement, and all copies of the foregoing. Software includes On-Premises Software and SaaS Software (as defined in the *Software License* Section), along with software that is delivered on an Appliance.

(n) **"Use"** means Customer's installation, deployment, access of or provision of access to, or operation of a Product.

2. Software License.

(a) **General.** Subject to Customer's compliance with the terms of this Agreement, Provider grants to Customer, and Customer accepts from Provider, a non-exclusive, non-transferable (except as otherwise set forth herein) and non-sublicensable license to Use the quantities of each item of Software purchased from Provider or a Partner within the parameters of the Product Terms associated with the applicable Software and License Type (the **"License"**). Except for MSP Licenses (as defined below), Customer shall only Use the Software to support the internal business operations of itself and its worldwide Affiliates.

(b) **On-Premises Software.** If Software is delivered to Customer for (i) Customer's installation and use on its own equipment or (ii) pre-installed by Provider on an Appliance (**"On-Premises Software"**), the License shall be perpetual (unless otherwise stated on the Order) and shall also include the right to (i) make a reasonable number of additional copies of the On-Premises Software to be used solely for non-productive archival or passive disaster recovery purposes, provided such copies are kept in a secure location and are not used for production purposes unless the associated primary copy of the On-Premises Software is no longer being used for production purposes, and (ii) make and use copies of the Documentation as reasonably necessary to support Customer's authorized users in their Use of the On-Premises Software. Each License for On-Premises Software shall only be installed by Customer in the country in which the On-Premises Software is initially delivered to Customer.

(c) **Software as a Service.** If an Order provides Customer with a right to access and use Software installed on equipment operated by Provider or its suppliers (**"SaaS Software"**), (i) the License for such SaaS Software shall be granted for the duration of the term stated in the Order (the **"SaaS Term"**), as such SaaS Term may be extended by automatic or agreed upon renewals, and (ii) the terms set forth in the Software as a Service Addendum available at https://www.oneidentity.com/legal/saas-addendum.aspx (the **"SaaS Addendum"**) which are incorporated herein and made part of this Agreement. If any item of Software to be installed on Customer's equipment is provided in connection with SaaS Software, the License duration for such Software shall be for the corresponding SaaS Term,

(k) **"产品条款"**指与每个许可类型相关的条款以及与单个产品相关的任何其他条款。已签署的订单或约束性报价中的产品的产品条款应以已签署的订单或约束性报价中的规定为准。如果已签署的订单或约束性报价未包含产品条款，如果下达的订单仅有一个 PO，如果订单通过 eStore 下达，或者如果产品购自合作伙伴，则该等产品的产品条款应以订单日期或购买之日的产品指南所述为准。

(l) **"提供商"**指： One Identity Software International DAC□□□□□□□□□ City Gate Park, Mahon, Cork, T12 HD21 Ireland□□

(m) **"软件"**指根据本协议向客户提供或可供其使用的任何及所有软件，以及根据本协议向客户提供的该等软件的任何新版本和发行版，以及上述软件的所有副本。软件包括本地软件和 SaaS 软件（如*软件许可*一条所定义），以及在设备上交付的软件。

(n) **"使用"**指客户对产品的安装、部署、访问或提供访问权限或操作。

2. 软件许可。

(a) **总则。**在客户遵守本协议条款的前提下，提供商授予客户，并且客户接受供应商授予的非独占、不可移让（除非本协议另有规定）及不可转授的许可，以在适用软件和许可类型的相关产品条款参数范围内使用购自提供商或合作伙伴的规定数量的每个软件项目（**"许可"**）。除 MSP 许可（定义见下文）外，客户应仅将软件用于支持其自身及其全球关联公司的内部业务运营。

(b) **本地软件。**如果软件交付给客户，(i) 供客户在自己的设备上安装和使用，或 (ii) 由提供商预装在设备上（**"本地软件"**），则许可应为永久许可（除非订单上另有说明），并应包括以下权利：(i) 制作合理数量的本地软件的额外副本，仅用于非生产性存档或被动灾难恢复目的，前提是该等副本应保存在安全位置，并且不得用于生产目的，除非相关本地软件的主要副本不再用于生产目的，以及 (ii) 制作和使用合理必要的文件副本，以支持客户的获授权用户使用本地软件。本地软件的每份许可只能由客户在本地软件最初交付给客户的所在国家安装。

(c) **软件即服务。**如果订单为客户提供了访问和使用安装在提供商或其供应商运营的设备上的软件（**"SaaS 软件"**）的权利，则 (i) 该等 SaaS 软件的许可应在订单中规定的期限（**"SaaS 期限"**）内授予，因为该等 SaaS 期限可能通过自动或议定的续订延期，以及 (ii) 软件即服务附录中规定的条款载于 https://www.oneidentity.com/legal/saas-addendum.aspx （**"SaaS 附录"**），该附录被纳入本协议并成为其一部分。如果客户设备上安装的任何软件项目与 SaaS 软件相关，则该等软件的许可期限应为相应的 SaaS 期限，并且客户应及时安装提供商可能提供的该等软件的任何更新。

and Customer shall promptly install any updates to such Software as may be provided by Provider.

(d) **MSP License.** If an Order indicates that Software is to be used by Customer as a managed service provider, Customer shall be granted a License to use such Software and the associated Documentation to provide Management Services (an *"MSP License"*). *"Management Services"* include, without limitation, application, operating system, and database implementation, performance tuning, and maintenance services provided by Customer to its customers (each, a *"Client"*). If an Order indicates that an MSP License will be used to support a specific Client, Customer may not Use the MSP License to support any Client other than the Client named on the Order.

Customer shall ensure that (i) each Client only uses the Software and Documentation as part of the Management Services provided to it by Customer, (ii) such use is subject to the restrictions and limitations contained in this Agreement, including, but not limited to those in the *Export* Section of this Agreement, and the applicable Order, and (iii) each Client cooperates with Provider during any compliance review that may be conducted by Provider or its designated agent. At the conclusion of any Management Services engagement with a Client, Customer shall promptly remove any Software installed on its Client's computer equipment or require the Client to do the same. Customer agrees that it shall be liable to Provider for the acts and omissions of its Clients in connection with their use of the Software and Documentation and shall, at its expense, indemnify and defend Provider against any action, suit, or claim brought against Provider by a Client in connection with or related to Customer's Management Services and pay any final judgments or settlements as well as Provider's expenses in connection with such action, suit, or claim.

For MSP Licenses, (i) Customer shall be solely responsible for supporting its Client, including but not limited to, conducting all activities required to install the Software and for providing any training to its Client and any system integrators regarding the installation, use and operation of the Software; (ii) Customer will provide Management Services to its Client in a manner that does not degrade the goodwill and reputation of Provider or the Software and will not undertake any action that would impair or disrupt Provider's relationship with its customers or potential customers; and (iii) Customer will make no representations or warranties related to the Software in excess of Provider's representations or warranties contained in this Agreement. In the event Customer acquires a perpetual MSP License, Customer may assign the Software to its Client for the Clients' internal use, provided that Customer obtains Provider's prior written consent for the assignment and the Client agrees to be bound by Provider's then current license agreement. Customer understands and agrees that Customer shall have no right to charge a fee to its Client for such an assignment and that following such an assignment, Customer shall have no further rights to use the assigned Software and the applicable License shall terminate in accordance with the terms of this Agreement. Any attempted transfer or assignment of the Software to a Client in violation of the foregoing shall be null and void.

(e) **Evaluation License.** If an Order indicates that Software is to be used by Customer for evaluation purposes, or if Software is otherwise obtained from Provider for evaluation purposes, Customer shall be granted a License to Use such Software and the associated Documentation solely for Customer's own non-production, internal evaluation purposes (an *"Evaluation License"*). Each Evaluation License shall be granted for an evaluation period of up to thirty (30) days from the date of delivery of the On-Premises Software or from the date that access is granted to the SaaS Software, plus any extensions granted by Provider in writing (the *"Evaluation Period"*). There is no fee for an Evaluation License during the Evaluation Period, however, Customer is responsible for any applicable shipping charges or taxes which may be incurred, and any fees which may be associated with Use beyond the scope permitted herein. Customer will only be granted one

（d）MSP 许可。如果订单显示软件将由作为管理服务提供商的客户使用，则应授予客户使用该等软件和相关文件的许可，以提供管理服务（*"MSP 许可"*）。*"管理服务"*包括但不限于由客户向其客户（均为*"顾客"*）提供的应用程序、操作系统和数据库实施、性能调优及维护服务。如果订单显示 MSP 许可将用于支持特定顾客，客户不得使用 MSP 许可以支持订单所指定顾客以外的任何顾客。

客户应确保（i）每个顾客仅将软件和文件作为客户提供给它的管理服务的一部分使用，（ii）该等使用应遵守本协议中的限制和约束，包括但不限于本协议的*出口*一条和适用订单中的限制和约束，以及（iii）每个顾客在提供商或其指定代理人可能进行的任何合规审查中与提供商合作。在与顾客的任何管理服务约定结束时，客户应及时删除安装在其顾客计算机设备上的任何软件，或要求顾客也这样做。客户同意为其顾客在使用软件和文件时的行为和不作为向提供商负责，并应在顾客对提供商提出的与客户管理服务有关或与之相关的任何诉讼、控告或索赔中，自费对提供商进行赔偿和辩护，并支付任何最终判决或和解以及提供商与此类诉讼、控告或索赔有关的费用。

对于 MSP 许可，（i）客户应全权负责支持其顾客，包括但不限于进行安装本软件所需的所有活动，以及向其顾客和任何系统集成商提供有关本软件安装、使用和操作的任何培训；（ii）客户将以不损害提供商或本软件的商誉和声誉的方式向其顾客提供管理服务，且不会采取任何损害或破坏提供商与其客户或潜在客户关系的行为；以及（iii）客户不得作出超出本协议所载提供商的陈述或保证的与本软件有关的陈述或保证。在客户获得永久 MSP 许可的情况下，客户可以将本软件转让给其顾客，供顾客内部使用，前提是客户事先获得提供商的书面转让同意，并且顾客同意受提供商当时现行的许可协议的约束。客户理解并同意，客户无权为该等转让向其顾客收取费用，该等转让完成后，客户将没有进一步的权利使用被转让的软件，并且适用的许可将根据本协议的条款终止。任何违反上述规定而试图将本软件转让给顾客的行为均属无效。

（e）评估许可。如果订单显示软件将由客户用于评估目的，或者如果以其他方式从提供商获得的软件被用于评估目的，则应授予客户使用该等软件和相关文件并仅用于客户自己的非生产、内部评估目的的许可（*"评估许可"*）。每份评估许可的评估期为三十（30）天，自交付本地软件之日或自允许访问 SaaS 软件之日算起，加上提供商以书面形式授予的任何延期（*"评估期"*）。评估期内的评估许可不收取任何费用，但是，客户需承担任何适用的运输费用或可能产生的税费，以及可能与超出本协议允许范围的使用有关的任何费用。任何软件项目的每个版本将只授予客户一份评估许可。即便本协议中载有任何其他规定，客户理解并同意，评估许可按"原样"提供，并且提供商不为评估许可提供保证或维护服务。

Evaluation License per release of any item of Software. Notwithstanding anything otherwise set forth in this Agreement, Customer understands and agrees that Evaluation Licenses are provided "AS IS" and that Provider does not provide warranties or Maintenance Services for Evaluation Licenses.

(f) **Freeware License.** If Customer downloads a freeware version of Software from a Provider website, the terms of Use of such Software shall be governed by the applicable Freeware definition set forth in the Product Guide (a *"Freeware License"*). Notwithstanding anything otherwise set forth in this Agreement, Customer understands and agrees that Freeware Licenses are (i) provided "AS IS", (ii) Provider does not provide warranties or Maintenance Services for Freeware Licenses, and (iii) Freeware Licenses are for internal use only and may not distributed to any third party.

(g) **Use by Third Parties.** Customer may allow its services vendors, outsourcing providers, and contractors (each, a *"Third Party User"*) to Use the Software and Documentation provided to Customer hereunder solely for purposes of providing services to Customer, provided that Customer ensures that (i) the Third Party User's access to or use of the Software and Documentation is subject to the restrictions and limitations contained in this Agreement, including, but not limited to those in the *Export* Section, and the applicable Order(s), (ii) the Third Party User cooperates with Provider during any compliance review that may be conducted by Provider or its designated agent, and (iii) the Third Party User promptly removes any Software installed on its computer equipment upon the completion of the Third Party's need to access or use the Software as permitted by this Section. Customer agrees that the acts and omissions of its Third Party Users related to this Agreement, the Software, and Orders shall be deemed the acts and omissions of Customer.

(h) **Third Party Licenses.** Some Products incorporate third party components which are subject to the terms of the third party licenses and whose licenses require Provider to publish copies of the licensing language and/or copyright notices. Copies of such third party licenses are available at https://www.oneidentity.com/legal/third-party-licenses.aspx.

3. Restrictions. Customer may not, nor allow any third party to reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof unless and to the extent (a) such restrictions are prohibited by applicable law and (b) Customer has requested interoperability information in writing from Provider and Provider has not provided such information in a timely manner. In addition, Customer may not, nor allow any third party to (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Products, Documentation or any part thereof, (ii) resell, sublicense or distribute the Products or Documentation, (iii) provide, make available to, or permit use of the Products, in whole or in part, (except as expressly set forth herein), (iv) use the Products or Documentation to create or enhance a competitive offering or for any other purpose which is competitive to Provider, (v) remove Software that was delivered on an Appliance from the Appliance on which it was delivered and load such Software onto a different appliance without Provider's prior written consent. Furthermore, Customer will not, nor allow any third party to distribute or publish the licensing files designed to enable an authorized user to run the Software provided by Provider or use any other means of circumventing copy protection, to install, operate, or access the Software. Customer understands and agrees that the Products may work in conjunction with third party products and Customer agrees to be responsible for ensuring that it is properly licensed to use such third-party products. Notwithstanding anything otherwise set forth in this Agreement, the terms and restrictions set forth herein shall not prevent or restrict Customer from exercising additional or different rights to any open source software that may be contained in or provided with the Products in accordance with the applicable open source software

（f）**免费软件许可。** 如果客户从提供商网站下载软件的免费版本，则该等软件的使用条款应受产品指南中规定的适用免费软件定义（**"免费软件许可"**）的约束。即便本协议中载有任何其他规定，客户理解并同意，免费软件许可（i）按"原样"提供，（ii）提供商不为免费软件许可提供保证或维护服务，（iii）免费软件许可仅供内部使用，不得向任何第三方分发。

（g）**由第三方使用。** 客户可允许其服务供应商、外包商和承包商（均为**"第三方用户"**）使用根据本协议提供给客户的软件和文件，但客户必须确保：（i）第三方用户对软件和文件的访问或使用须遵守本协议中的限制和约束，包括但不限于*出口*一条和适用订单中的限制和约束，（ii）第三方用户在提供商或其指定代理人可能进行的任何合规性审查中须与供应商合作，以及（iii）第三方在本条所允许的范围内访问或使用软件的需求得到满足后，第三方用户须及时删除安装在其计算机设备上的任何软件。客户同意，其第三方用户与本协议、本软件和订单有关的行为和不作为应被视为客户的行为和不作为。

（h）**第三方许可。** 一些产品包含第三方组件，该等组件受第三方许可条款的约束，并且其许可要求提供商公布许可语言和/或版权声明的副本。该等第三方许可的副本载于

https://www.oneidentity.com/legal/third-party-licenses.aspx。

3. 限制。 客户不得，也不允许任何第三方对本软件或其任何部分进行逆向工程、反编译、反汇编或试图发现或修改其底层源代码，但以下情况除外：（a）适用法律禁止该等限制；及（b）客户已书面请求提供商提供互操作性信息，而提供商未及时提供该等信息。此外，客户不得，也不允许任何第三方（i）修改、翻译、本地化、改编、出租、租赁、借用、创建或准备衍生作品，或基于产品、文件或其任何部分创建专利，（ii）转售、分许可或分发产品或文件，（iii）提供、公开或允许使用产品的全部或部分内容（除非本协议明确规定），（iv）使用产品或文件创建或加强竞争性产品，或用于任何其他与提供商竞争之目的，（v）未经提供商事先书面同意的情况下，将在设备上交付的软件从设备上删除，并将该等软件加载到不同的设备上。此外，客户不会，也不得允许任何第三方分发或发布旨在使授权用户运行提供商提供的软件的许可文件，或使用任何其他规避复制保护的手段，安装、操作或访问该软件。客户了解并同意，产品可能与第三方产品一起使用，并且客户同意负责确保其获得使用该等第三方产品的适当许可。即便本协议中载有任何其他规定，但本协议规定的条款和限制不应阻止或限制客户根据适用的开放源码软件许可对可能包含在产品中或与产品一起提供的任何开放源码软件行使额外或不同的权利，该等许可应包括在产品中或应客户要求提供给客户。

licenses which shall be either included with the Products or made available to Customer upon request.

4. Proprietary Rights. Customer understands and agrees that (i) the Products are protected by copyright and other intellectual property laws and treaties, (ii) Provider, its Affiliates and/or its licensors own the copyright, and other intellectual property rights in the Products, (iii) the Software is licensed, and not sold, (iv) this Agreement does not grant Customer any rights to use Provider's trademarks or service marks, and (v) Provider reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement.

5. Title, Risk of Loss and Delivery. Provider, its Affiliates and/or its licensors own the title to all Software. Title and risk of loss to an Appliance shall pass from Provider to Customer upon shipment (unless the Appliance is rented, leased or loaned to Customer). Delivery of Products shall be by electronic download or FCA (Provider's Dublin office) ICC Incoterms (2020).

6. Payment and Taxes. Customer agrees to pay to Provider (or, if applicable, the Partner) the fees specified in each Order, including any applicable shipping fees. Customer will be invoiced promptly following delivery of the Products or prior to the commencement of any Renewal Maintenance Period and Customer shall make all payments due to Provider in full within thirty (30) days from the date of each invoice or such other period (if any) stated in a Signed Order. Provider reserves the right to charge Customer a late penalty of 1.5% per month (or the maximum rate permitted by law, whichever is the lesser) for any amounts payable to Provider by Customer that are not subject to a good faith dispute and that remain unpaid after the due date until such amount is paid. The fees stated in an Order may not include taxes. If Provider is required to pay sales, use, property, value-added, other taxes based on the purchase or use of Products, or Maintenance Services provided under this Agreement, then such taxes shall be billed to and paid by Customer. This Section does not apply to taxes based on Provider's income.

7. Termination.

(a) **Termination**. This Agreement or the Licenses granted hereunder may be terminated (i) by mutual written agreement of Provider and Customer or (ii) by either party for a breach of this Agreement by the other party that the breaching party fails to cure to the non-breaching party's reasonable satisfaction within thirty (30) days following its receipt of notice of the breach.

(b) **End of Term Duties**. Upon termination of this Agreement or expiration or termination of a License for any reason, all rights granted to Customer for the applicable Software shall immediately cease and Customer shall immediately: (i) cease using the applicable Software and Documentation, (ii) remove all copies, installations, and instances of the applicable Software from all Customer computers and any other devices on which the Software was installed, and ensure that all applicable Third Party Users and Clients do the same, (iii) return the applicable Software to Provider together with all Documentation and other materials associated with the Software and all copies of any of the foregoing, or destroy such items, (iv) cease using the Maintenance Services associated with the applicable Software, (v) pay Provider or the applicable Partner all amounts due and payable up to the date of termination and shall not be entitled to any refund, and (vi) give Provider a written certification, within ten (10) days, that Customer, Third Party Users, and Clients, as applicable, have complied with all of the foregoing obligations.

(c) **Survival**. Any provision of this Agreement that requires or contemplates continued performance after (i) termination of this Agreement, (ii) a termination or expiration of a License, or (iii) the expiration of a SaaS Term, is enforceable against the other party and

4. **所有权权利。** 客户了解并同意：（i） 产品受版权和其他知识产权法律和条约的保护，（ii） 提供商、其关联公司和/或其许可人拥有产品的版权和其他知识产权，（iii） 本软件以许可而非出售的方式供客户使用，（iv） 本协议不授予客户使用提供商的商标或服务标志的任何权利，以及（v）提供商保留未在本协议中明确授予客户的任何及全部默示或其他权利。

5. **所有权、损失风险和交付。** 提供商、其关联公司和/或其许可人拥有所有软件的所有权。设备的所有权和损失风险应在装运时由提供商转移给客户（除非设备出租、租赁或借给客户）。产品应通过电子下载形式或按照 FCA（提供商在都柏林的办公室）ICC《2020 年国际贸易术语解释通则》交付。

6. **付款和税费。** 客户同意向提供商（或合作伙伴，如适用）支付每份订单中规定的费用，包括任何适用的运输费。在交付产品后或任何续期维护期开始前，将从速向客户开具发票，并且客户应在每份发票的日期或已签署的订单中规定的其他期限（如有）起三十 （30） 天内全额支付应付提供商的所有款项。对于客户应付给提供商的、不受善意争议的、在到期日仍未支付的任何款项，提供商保留向客户收取每月 1.5%（或法律允许的最高费率，以较低者为准）的滞纳金直至该款项得到支付的权利。订单中所述的费用可能不包括税费。如果提供商需要支付销售税、使用税、财产税、增值税或其他基于购买或使用产品或根据本协议提供的维护服务的税费，则应向客户开具该等税费的账单并由客户支付。本条不适用于基于提供商收入的税费。

7. **终止。**

（a） **终止。** 本协议或根据本协议授予的许可在以下情况下可被终止：（i） 提供商和客户达成一致书面意见，或（ii） 如一方违反本协议且未能在收到违约通知后三十 （30） 天内纠正相关违约行为以向非违约方作出合理满意的答复，非违约方亦可终止本协议。

（b） **期限结束时的职责。** 一旦本协议终止或许可证因任何原因到期或终止，授予客户的适用软件的所有权利应立即停止，客户应立即：（i） 停止使用适用的软件和文件，（ii） 从所有客户计算机和安装有本软件的任何其他设备上删除适用软件的所有副本、安装和实例，并确保所有适用的第三方用户和顾客也这样做，（iii） 将适用的软件连同所有文件及与该软件相关的其他材料及上述任何内容的所有副本一起归还提供商，或销毁这些物品，（iv） 停止使用与适用软件相关的维护服务，（v） 向提供商或适用合作伙伴支付截至终止日期的所有应付款项，并且无权要求任何退款，以及（vi） 在十 （10） 天内向提供商提供书面证明，证明客户、第三方用户和顾客（如适用）已履行所有上述义务。

（c） **存续条文。** 本协议中要求或拟定在（i） 本协议终止，（ii） 许可终止或到期，或（iii） SaaS 期限到期后继续履行的任何条文，尽管有该等终止或到期，仍可对另一方及其各自继任人和受让人强制执行，包括

their respective successors and assignees notwithstanding such termination or expiration, including, without limitation, the *Restrictions*, *Export*, *Payment*, *Taxes*, *Termination*, *Warranty Disclaimer, Infringement Indemnity, Limitation of Liability*, *Confidential Information*, *Compliance Verification*, and *General* Sections of this Agreement. Termination of this Agreement or a License shall be without prejudice to any other remedies that the terminating party may have under law, subject to the limitations and exclusions set forth in this Agreement.

8.   Export. Customer acknowledges that the Products and Maintenance Services are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States, Europe, and other applicable countries and regions (the ***"Export Controls"***) and agrees to abide by the Export Controls. Customer hereby agrees to use the Products and Maintenance Services in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Products or any copy, portion or direct product of the foregoing in violation of the Export Controls. Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Products and for ensuring compliance with the requirements of such licenses or authorizations.

9.   Maintenance Services. If ordered, Maintenance Services are provided in accordance with Provider's then current Support Guide available on Provider's Support Site at https://support.oneidentity.com/essentials/support-guide which describes the Maintenance Services, including support offering levels, severity levels, response times, and contact information. The time period during which Customer is entitled to receive Maintenance Services is the "***Maintenance Period.***" The Support Guide is incorporated in this Agreement and subject to change at Provider's discretion; however, Provider will not materially reduce the level of technical support services provided during a paid support period. As part of the Maintenance Services Provider will (i) make available new releases and corrections of the Software when Provider makes them generally available to its supported customers at no additional license fee, and (ii) provide technical support for issues that are demonstrable in the currently supported release(s) of the Software. Maintenance Services fees are due and payable annually in advance of a support period. Except for non-perpetual Licenses (for which the Maintenance Period is equal to the duration of the License) and unless otherwise stated in the Order, each License includes an initial Maintenance Period beginning on the date of the initial delivery of the Software following an Order and lasting for twelve (12) months thereafter. The Maintenance Period for perpetual Licenses will automatically renew for additional terms of 12 months, at the prices stated on a Maintenance Services renewal Quotation provided by Provider, unless the renewal has been cancelled by either party with at least sixty (60) days prior written notice (email is sufficient). Maintenance Services must be ordered for all copies of each licensed Product and may not be purchased for a subset of licenses of a Product only. The procedure and fees for reinstating Maintenance Services for Software after it has lapsed is posted on the Support Site.

10. Warranties and Remedies.

(a) **Software Warranty and Remedies.** Provider warrants that, during the applicable Warranty Period, the operation of the Software, as provided by Provider, will substantially conform to its Documentation (the ***"Software Warranty"***). The ***"Warranty Period"*** for On-Premises Software shall be ninety (90) days following the initial delivery of the Software pursuant to an Order; and for SaaS Software shall be the duration of the SaaS Term. Provided Customer notifies Provider of any breach of the foregoing warranty within the Warranty Period, Provider shall at its option (i) correct or provide a workaround for reproducible errors in the Software that caused the breach within a reasonable time considering the severity of the error and its effect on Customer or (ii) refund the license fees paid for the applicable nonconforming On-

但不限于本协议的*限制*、*出口*、*付款*、*税项*、*终止*、*保证免责声明*、*侵权赔偿保证*、*责任限制*、*保密信息*、*合规性验证*和*总则*各条。本协议或许可的终止不会损害终止方在法律上可能拥有的任何其他补救，但须遵守本协议中规定的限制和除外情况。

8.   **出口。**客户确认，产品和维护服务受限于美国、欧洲和其他适用国家和地区的出口管制法律、规则、法规、限制和国家安全控制措施（***"出口管制措施"***），并同意遵守出口管制措施。客户特此同意根据出口管制措施使用产品和维护服务，并且不会以违反出口管制措施的方式出口、再出口、出售、租赁或另行转让产品，或前述各项的任何副本、部分或直接产物。客户全权负责获得与出口、再出口、出售、租赁或转让产品相关的所有必要许可或授权，以及确保遵守该等许可或授权的要求。

9.   **维护服务。**如订购，将按照提供商当时现行的支持指南提供维护服务，该指南载于提供商的支持网站 https://support.oneidentity.com/essentials/support-guide，其中描述了维护服务，包括支持服务等级、严重程度、响应时间和联系信息。客户有权获得维护服务的时间段为"***维护期***"。支持指南已纳入本协议，可由提供商自行决定是否更改；但是，提供商在付费支持期间不会实质性地降低其所提供的技术支持服务的等级。作为维护服务的一部分，提供商（i）向其获支持客户广泛提供本软件的新版本和更正时，将不收取额外的许可费，并（ii）将为本软件的当前获支持版本出现的问题提供技术支持。应在每年支持期结束之前支付维护服务费。除了非永久许可（维护期等于许可期限），并且除非订单中另有说明，每份许可均包括从下达订单后首次交付软件的日期算起并持续十二（12）个月的初始维护期。永久许可的维护期将按照提供商提供的维护服务续期报价单上的价格自动续期 12 个月，除非任何一方提前至少六十（60）天书面通知（电子邮件即可）取消续期。必须为每个获授权产品的所有副本订购维护服务，不能只为一个产品的许可子集购买。软件的维护服务失效后，将在支持网站上公布恢复维护服务的程序和费用。

10. **保证和补救措施。**

（a）**软件保证和补救措施。**提供商保证，在适用保证期内，提供商所提供软件的运行将基本符合其文件规定（***"软件保证"***）。本地软件的***"保证期"***应为根据订单首次交付软件后的九十（90）天；而 SaaS 软件的保证期应为 SaaS 期限。只要客户在保证期内将任何违反前述保证的情况通知提供商，提供商应自行选择（i）在考虑错误严重性及其对客户的影响后，于合理时间内纠正错误，或为导致违反前述保证的软件中的可复制错误提供应急方案，或（ii）退还为不合格的适用本地软件所支付的许可费，作为客户退回该等不合格本地软件的交换，或针对 SaaS 软件的运行与适用文件所述实质不一致所属期间的费用提供费用抵免。这些是客户唯一和排他性补救措施，也是提供商对任何该等违反

Premises Software in exchange for a return of such nonconforming On-Premises Software or provide a credit of the fees allocable to the period during which the SaaS Software was not operating in substantial conformance with the applicable Documentation. These are Customer's sole and exclusive remedies and Provider's sole obligation for any such breach of the Software Warranty.

(b) **Appliance Warranties.** Appliances are warranted in accordance with the warranty document delivered with the Appliance and/or included on the hardware manufacturers' website.

(c) **Warranty Exclusions.** The warranties set forth in this Section shall not apply to any non-conformance (i) that Provider cannot recreate after exercising commercially reasonable efforts to attempt to do so; (ii) caused by misuse of the applicable Product or by using the Product in a manner that is inconsistent with this Agreement or the Documentation; or (iii) arising from the modification of the Product by anyone other than Provider.

(d) **Warranty Disclaimer.** The express warranties and remedies set forth in this section and section *Country Unique Terms* or in a Signed Order are the only warranties and remedies provided by Provider hereunder. To the maximum extent permitted by applicable law, all other warranties or remedies are excluded, whether express or implied, oral or written, including any implied warranties of merchantability, fitness for any particular purpose, non-infringement, satisfactory quality, and any warranties arising from usage of trade or course of dealing or performance. Provider does not warrant uninterrupted or error-free operation of the Products.

(e) **High-Risk Disclaimer.** The Products are not fault-tolerant and are not designed or intended for use and may not be used in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other potentially life critical uses (collectively, "***High-Risk Activities***"). Provider shall not be liable for any claims by Customer in respect of or which relate directly or indirectly to High-Risk Activities.

11. Infringement Indemnity.

(a) Provider shall indemnify Customer from and against any claim, suit, action, or proceeding brought against Customer by a third party to the extent it is based on an allegation that the Software directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which Provider has authorized Customer to use the Software, including the country to which the Software is delivered to Customer, or misappropriates a trade secret in such country (a ***"Claim"***). Indemnification for a Claim shall exclusively consist of the following: Provider shall (1) defend or settle the Claim at its own expense, (2) pay any judgments finally awarded against Customer under a Claim or any amounts assessed against Customer in any settlements of a Claim, and (3) reimburse Customer for the reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, it necessarily incurs in responding to the Claim. Provider's obligations under this *Infringement Indemnity* Section are conditioned upon Customer (i) giving prompt written notice of the Claim to Provider, (ii) permitting Provider to retain sole control of the investigation, defense or settlement of the Claim as long as such settlement shall not include a financial obligation on or admission of liability by Customer, and (iii) providing Provider with cooperation and assistance as Provider may reasonably request in connection with the Claim.

(b) Provider shall have no obligation hereunder to indemnify Customer as described under section (a) above against any Claim resulting from (1) Use of the Software other than as authorized by this Agreement, a Signed Order, or a Governing Quotation, (2) a modification of the

软件保证的唯一义务。

(b) **设备保证。** 设备的保证以随同设备交付的保证文件和/或包括在硬件制造商网站上的保证文件为准。

(c) **保证范围。** 本条所载的保证不应适用于任何不合规情况，包括：(i) 提供商在作出商业上合理的努力后不能恢复原状；(ii) 由于滥用适用产品或以不符合本协议或文件的方式使用产品而造成不合规；或 (iii) 由提供商以外的任何人修改产品而造成不合规。

(d) **保证免责声明。** 本条和*国家/地区独特条款*一条所载的明示保证和补救措施为提供商于本协议下提供的唯一保证和补救措施。在适用法律许可的最大范围内，所有其他保证或补救措施都排除在外，不论明示还是默示，口头还是书面，包括任何默示适销性、适用于任何特定用途、不侵权、质量令人满意的保证，以及由行业惯例或交易或履约习惯产生的任何保证。提供商不保证产品的不间断或无错误运行。

(e) **高风险免责声明。** 本产品不是容错产品，并非为危险环境而设计，不能也不得用于要求故障-安全特性的危险环境，如核设施、飞机导航或通信系统、空中交通管制、武器系统、生命支持机器的运行，或任何其他潜在的生命关键用途（统称为"***高风险活动***"）。对于客户提出的与高风险活动直接或间接相关的任何索赔，提供商概不承担责任。

11. 侵权赔偿保证。

(a) 如第三方基于软件直接侵犯可在提供商授权客户使用软件的国家（包括向其交付本软件的客户所在国家）强制执行的任何专利、版权、商标或其他所有权权利，或在该国盗用商业秘密的指控，对客户提出任何索赔、起诉、诉讼或法律程序（"***索赔***"），提供商应就此对客户做出赔偿。对索赔的赔偿应只包括以下各项：提供商应 (1) 自费抗辩或和解索赔；(2) 支付根据索赔最终判客户赔偿的任何款项或在索赔的任何和解中评定客户需支付的任何金额；及 (3) 向客户偿还其为应对索赔在必要情况下招致的合理行政费用或开支，包括但不限于合理律师费。提供商于本*侵权赔偿保证*一条下的义务以下列各项为前提条件：(i) 客户从速向提供商发出索赔的书面通知，(ii) 客户允许提供商保留对调查、抗辩或和解索赔的全权控制权，只要该等和解不包括客户的财务义务或要求客户承认负有责任，以及 (iii) 客户向提供商提供提供商就索赔合理要求的配合和协助。

(b) 对于因以下原因导致的任何索赔，提供商没有义务向客户提供上述第 (a) 条所述的赔偿：(1) 未经本协议、已签署的订单或约束性报价授权而使用本软件；(2) 提供商以外的人士修改本软件；(3) 客户在提供商免费提供非侵权更新后使用本软件的任何版本；或 (4) 与非提供商提

Software other than by Provider, (3) Customer's Use of any release of the Software after Provider has provided a non-infringing update at no charge, or (4) Use of the Software in conjunction with other products, services, or data not supplied by Provider if the infringement would not have occurred but for such use.

(c) If, as a result of a Claim or an injunction, Customer must stop using any Software (*"Infringing Software"*), Provider shall at its expense and option either (1) obtain for Customer the right to continue using the Infringing Software, (2) replace the Infringing Software with a functionally equivalent non-infringing product, (3) modify the Infringing Software so that it is non-infringing, or (4) terminate the License for the Infringing Software and (A) for On-Premises Software, accept the return of the Infringing Software and refund the license fee paid for the Infringing Software, pro-rated over a sixty (60) month period from the date of initial delivery of such Software following an Order, or (B) for SaaS Software, discontinue Customer's right to access and use the Infringing Software and refund the unused pro-rated portion of any license fees pre-paid by Customer for such Software. This Section states Provider's entire liability and its sole and exclusive indemnification obligations with respect to a Claim and Infringing Software.

12. Limitation of Liability.

Except as otherwise set forth in Section *Country Unique Terms* Customer or its Affiliates or Provider, its Affiliates or suppliers shall be liable as follows:

(a) Subject to Section 12(b) and (c), the maximum aggregate and cumulative liability of either party under this Agreement, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the fees paid and/or owed (as applicable) by Customer for the Products that are the subject of the breach; or (ii) for Maintenance Services or a Product subject to recurring fees, the liability shall not exceed the amount paid and/or owed (as applicable) for such Maintenance Service or Product during the twelve (12) months preceding the breach.

(b) Subject to Section 12(c), neither party shall be liable for any (i) loss of income, revenue, business, contracts or actual or anticipated profits; (ii) loss of anticipated savings; (iii) loss of goodwill or reputation; (iv) loss of, damage to or corruption of data; (v) recovery of data or programs; (vi) indirect, incidental, special or consequential loss or damage of any kind; howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise.

(c) Nothing in this Agreement shall exclude or limit a party's liability for (i) any breach of the S*oftware License, Restrictions,* or *Export* Sections of this Agreement; (ii) Provider's express obligations under the *Infringement Indemnity* Section of this Agreement and Customer's express obligations under the *Conduct* Section of the SaaS Addendum (if applicable), and *the MSP License* Section of this Agreement, (iii) a prevailing party's legal fees pursuant to the *Legal Fees* Section of this Agreement; (iv) death or personal injury resulting from negligence; (v) willful misconduct or fraud; and (vi) any liability to the extent liability may not be excluded or limited as a matter of applicable law.

13. Confidential Information.

(a) **Definition**. *"Confidential Information"* means information or materials disclosed by one party (the *"Disclosing Party"*) to the other party (the *"Receiving Party"*) that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade

供的其他产品、服务或数据结合使用本软件，而如果未进行该等使用，就不会发生侵权行为。

(c) 如果由于索赔或禁令，客户必须停止使用任何软件（*"侵权软件"*），提供商应自费选择：(1) 为客户获得继续使用侵权软件的权利，(2) 用功能相当的非侵权产品替换侵权软件，(3) 修改侵权软件，使之不侵权，或 (4) 终止侵权软件的许可，以及 (A) 对于本地软件，允许客户退回侵权软件，并退还客户为侵权软件支付的许可费（自订购后首次交付该等软件之日起，在六十 (60) 个月期间按比例计算），或 (B) 对于 SaaS 软件，终止客户访问和使用侵权软件的权利，并退还客户为该等软件预付的任何许可费（按未使用比例部分计算）。本条述明了提供商就索赔和侵权软件承担的全部责任及其唯一和排他性的赔偿义务。

12. 责任限制。

除*国家/地区独特条款*中另有规定外，客户或其关联公司或提供商、其关联公司或供应商应承担以下责任：

(a) 根据第 12(b) 和 (c) 条的规定，任何一方在本协议下的最大累计和总责任，无论是否因违反合同、侵权行为（包括疏忽）、违反法定责任或其他原因而起，均不得超过客户就索赔的标的产品所支付和/或欠付（视情况而定）的费用；或者 (ii) 对于循环收费的维护服务或产品，责任不得超过在索赔之前十二 (12) 个月期间就该等维护服务或产品支付和／或欠付（视情况而定）的金额。

(b) 根据第 12(c) 条的规定，任何一方概不对以下各项承担责任：(i) 收入、收益、业务、合同或实际或预期利润的损失；(ii) 预期节余损失；(iii) 商誉或声誉损失；(iv) 数据丢失、损坏或破坏；(v) 数据或程序的恢复；(vi) 任何类型的间接、附带、特殊或相应而生的损失或损害，不论该等损失或损坏如何产生，不论是否可预见或在双方的预料之中，且不论是否是因违反合同、侵权（包括疏忽）、违反法定责任或其他原因而产生。

(c) 本协议中的任何内容均不得排除或限制一方对以下事项的责任：(i) 违反本协议的*软件许可*、*限制*或*出口*各条；(ii) 提供商在本协议的*侵权赔偿保证*一条下的明确义务，和客户在 SaaS 附录*行为*一条下（如适用）以及本协议的 *MSP 许可*一条下的明确义务；(iii) 根据本协议的*法律费用*一条的胜诉方的法律费用；(iv) 因过失导致的死亡或人身伤害；(v) 故意不当行为或欺诈；以及 (vi) 在适用法律上无法排除或限制的任何责任。

13. 机密信息。

(a) 定义。*"机密信息"*指的是一方（*"披露方"*）向另一方（*"接收方"*）披露的、不为公众广泛所知、且由于其特性和性质一位理性人士在类似环境下会视作机密的信息或材料，包括但不限于财务、营销和定价信息、商业秘密、技术诀窍、专有工具、知识和方法、软件（以源代码和／或目标代码形式）、有关软件功能和性能的信息或基准测试结

secrets, know-how, proprietary tools, knowledge and methodologies, the Software (in source code and/or object code form), information or benchmark test results regarding the functionality and performance of the Software, any Software license keys provided to Customer, and the terms and conditions of this Agreement. Confidential Information shall not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party after the date that Customer accepts the Agreement (the *"Effective Date"*); (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (iv) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information,

(b) **Obligations.** The Receiving Party shall (i) not disclose the Disclosing Party's Confidential Information to any third party, except as permitted in subsection (c) below and (ii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights. For the avoidance of doubt, this Section shall apply to all disclosures of the parties' Confidential Information as of the Effective Date, whether or not specifically arising from a party's performance under this Agreement.

(c) **Permitted Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the *"Representatives"*), but only to those Representatives that (i) have a "need to know" in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would be a breach of this Agreement.

Additionally, it shall not be a breach of this Section for the Receiving Party to disclose the Disclosing Party's Confidential Information as may be required by operation of law or legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party unless expressly prohibited from doing so by a court, arbitration panel or other legal authority of competent jurisdiction.

14. Data Protection. Each party shall comply with all laws and regulations applicable to the processing of personal data in connection with any transactions related to this Agreement, such as the General Data Protection Regulation (EU) 2016/679 (the "*GDPR*"), including any implementation act(s) related thereto, or any other applicable laws regulations and other legal requirements related to (a) privacy and data security, and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal and other processing of personal data ("*Privacy Laws*"). Each party is responsible for obtaining any necessary authorizations and consents prior to disclosing personal data to the other party or to any third party. The terms "controller", "personal data" and "processing" used in this Section shall have the meaning set out in the applicable Privacy Laws. Either party may use personal data consisting of ordinary business contact data (e.g., name, phone number, email address, etc.) in its capacity as a controller strictly in accordance with applicable Privacy Laws in the normal course of

果、向客户提供的任何软件许可密钥和本协议的条款和条件。机密信息不应包括以下信息或材料：（i）通常为公众所知，而非因为接收方在客户接受本协议之日（*"生效日期"*）后未经允许的披露；（ii）在接收披露方披露之前，已为接收方知悉且无需承担保密义务；（iii）接收方合法地从第三方接收，而第三方未违反协议或信托义务；或（iv）由接收方现行或过去独立开发，而并未获取或使用披露方的机密信息。

（b）**义务**。接收方（i）不得向任何第三方披露披露方的机密信息，惟下文（c）分条允许者除外，及（ii）应以至少与其保护自身相似信息相同的谨慎程度，保护披露方的机密信息，以防未经授权使用或披露，但无论如何不得低于合理谨慎程度。接收方如获悉有人未经授权使用或披露披露方的机密信息，应及时通知披露方，并将在披露方为保护其所有权权利而向第三方提起的任何诉讼中配合披露方。为免生疑义，本条须适用于自生效日期起对双方机密信息的所有披露，不论该披露是否明确因一方履行本协议而起。

（c）**允许的披露**。尽管有上述规定，接收方可不经披露方的事先书面同意向其任何关联公司、董事、高级职员、员工、顾问、承包商或代表（统称*"代表"*）披露披露方的机密信息，但这些代表须符合以下条件：（i）有"知情需要"以执行本协议目的或就本条提供专业建议；（ii）根据限制性至少与本协议相同的条款，受接收方合法约束，以保护信息（如机密信息）；和（iii）已获接收方告知机密信息的机密性质，以及本条所载的披露和使用限制要求。如接收方向任何代表披露机密信息，而该代表做出如是接收方做出的即属违反本协议的作为或不作为，则接收方应就该作为或不作为对披露方承担责任。

此外，法律或法律程序的实施可能要求接收方披露披露方的机密信息，此种情况不属于违反本条，前提是接收方事先向披露方提供相关披露的通知，但具司法管辖权的法院、仲裁小组或其他法律机构明令禁止这样做的情况除外。

14. **数据保护**。 各方应遵守适用于处理与本协议相关的任何交易的个人数据的所有法律和法规，如《通用数据保护条例（欧盟）2016/679》（*"GDPR"*），包括与此相关的任何实施法案，或与（a）隐私和数据安全，以及（b）个人数据的使用、收集、保留、存储、安全、披露、传输、处置和其他处理有关的任何其他适用法律规定和其他法律要求（*"隐私法"*）。向另一方或任何第三方披露个人数据之前，各方均有责任获得任何必要的授权和同意。本条款使用的术语"控制者"、"个人数据"和"处理"应具有适用隐私法中所载的含义。任何一方均可在正常业务过程中，严格按照适用的隐私法，以控制者的身份使用包括普通业务联系数据（如姓名、电话号码、电子邮件地址等）在内的个人数据，但只能用于管理一方的业务关系和履行本协议规定的义务。如果客户已购买 SaaS 软件，并且提供商通过客户对 SaaS 软件的使用代表客户处理任何个人数据，则应适用 SaaS 附录。

business but only for the purpose of administration of the party's business relationship and performance of their obligations under this Agreement. Where Customer has purchased SaaS Software and to the extent that Provider processes any personal data on behalf of the Customer through the Customer's use of the SaaS Software, the SaaS Addendum shall apply.

15. Compliance Verification.

(a) **Tracking**. Customer shall maintain and use systems and procedures that allow Customer to accurately and completely track, document, and report Customer's installations, deployment, access of or provision of access to, or operation of each Product in the quantities and versions used and allow Provider to audit the same (the "*Audit*"). Audits may be performed by Provider or its designated agents. Provider shall provide at least ten (10) days prior written notice to Customer before the start of an Audit and will conduct the Audit during normal business hours at Customer's facilities. Customer shall provide, and will require its Clients, and Third Party Users to, provide their full cooperation and assistance with such audit and provide access to the applicable records and computers.

(b) **Confidentiality.** Provider agrees that any Customer information gathered during the performance of an audit shall be Customer's Confidential Information under this Agreement. Customer agrees that it will not require any further confidentiality or nondisclosure agreements to be executed by Provider or its designated agents in connection with the Audit. Prior to the Audit, Provider shall ensure that its agents are subject to confidentiality obligations at least as protective as those set forth herein.

(c) **Excess Use.** If an Audit indicates that Customer's installations, deployment, access of or provision of access to, or operation of each Product exceeds the quantity of licenses owned or is otherwise not in compliance with the scope of the license granted ("*Overuse*") then Customer shall pay for all Overuse quantities at Provider's then current list price plus any interest on past due amounts and prior Maintenance Service fees. If the Overuse is more than five percent (5%) of Customer's license entitlements, then Customer shall reimburse Provider for Provider's reasonable cost of performing the Audit. Strict performance by Customer in accordance with this provision is an express condition to all or any licenses granted in this Agreement.

16. Country Unique Terms. If You purchased the Products in any country set forth in this Section *Country Unique Terms*, this Section sets forth specific provisions that apply thereto, as well as certain exceptions to specific terms and conditions in this Agreement, as detailed below:

Australia:

1. **Taxes** Section – the following paragraph is added to this section:
"If goods and services tax ("GST") is payable on a Taxable Supply made by Provider under this Agreement, the amount of GST payable for that supply must be paid to Provider as additional Consideration. For the purposes of this section, capitalised terms not defined elsewhere in this Agreement have the meaning in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)."

2. **Limitation of Liability** Section – the following paragraph is added to this section:

"Nothing in these terms and conditions shall operate to exclude, restrict or modify the application of any provisions of the Competition and Consumer Act 2010 or any equivalent law ("Law"). If any condition or warranty is implied in these termsand conditions by any Law and the Law avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of or liability under such condition or warranty, such condition or warranty shall be deemed to be included in these

15. 合规核查。

（a）**跟踪**。客户应维护和使用系统和程序，使客户能够准确和完整地跟踪、记录和报告客户对每种产品的安装、部署、访问或提供访问权限，或以规定的数量和所用的版本操作每种产品的情况，并允许提供商审计这些内容（"*审计*"）。审计工作可由提供商或其指定的代理人进行。提供商应在审计开始前至少提前十（10）天向客户发出书面通知，并在正常营业时间内对客户的设施进行审计。客户应提供，并将要求其顾客和第三方用户对该等审计提供充分的合作和协助，同时提供对适用记录和计算机的访问权限。

（b）**保密**。提供商同意，执行审计过程中收集的任何客户信息应属于本协议规定的客户保密信息。客户同意不要求提供商或其指定的代理人签署与审计有关的任何进一步的保密或非披露协议。审计前，提供商应确保其代理人受到至少如本协议规定条款的保护程度的保密义务约束。

（c）**超量使用。**如果审计表明客户对每种产品的安装、部署、访问或提供访问权限或操作超过了客户拥有的许可数量，或不符合所授予的许可范围（"*过度使用*"），则客户应按提供商当时现行的清单价格支付所有过度使用的数量，外加任何逾期金额的利息和之前的维护服务费。如果过度使用超过客户许可权利的百分之五（5%），则客户应向提供商偿还提供商进行审计的合理费用。客户严格遵守本条文是本协议授予客户所有或任何许可的明确条件。

16. **国家/地区独特条款**。如果您在本条*国家/地区独特条款*所载的任何国家购买了本产品，本条规定了适用于这些国家/地区的具体条文，以及本协议中具体条款和条件的某些例外，详见下文：

澳大利亚：

1. **税项**一条 – 该条增加以下段落.
"如果商品和服务税（"GST"）是由提供商根据本协议提供的应税供应的应付税项，则该供应的 GST 金额必须作为额外的代价支付给提供商。就本条而言，本协议其他地方未定义的大写术语具有《1999 年新税制（商品和服务税）法》（联邦）中的含义。"

2. **责任限制**一条 – 该条增加以下段落：

"这些条款和条件不应排除、限制或修改 2010 年《竞争和消费者法》或任何同等法律（"法律"）的任何条文的适用性。如果任何法律在这些条款和条件中暗示了任何条件或保证，而法律避免或禁止合同中排除或修改该等条件或保证的适用、行使或责任的条文，则该等条件或保证应被视为包含在这些条款和条件中，但在法律允许的范围内，提供商、其关联公司和许可人对违反条件或保证的责任应限于以下任何一项或多

terms and conditions provided that the liability of Provider, its Affiliates and licensors for breach of the condition or warranty, to the extent permitted by law, shall be limited to any one or more of the following: (a) if the breach relates to goods, at Provider's option: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; the payment of the cost of replacing the goods or acquiring equivalent goods; or (iv) the payment of having the goods repaired; and (b) if the breach relates to services at Provider's option: (i) the supply of the services again; or (ii) the payment of having the services supplied again."

3. **Governing Law and Venue** Section- the phrase "the laws of Singapore" is replaced with "the laws of the State of Victoria of the Commonwealth of Australia."

Hong Kong S.A.R. and Macau S.A.R of China:

Governing Law and Venue Section- the phrase "the laws of Singapore" is replaced with "the laws of Hong Kong Special Administrative Region of China".

Japan:

1. **Title, Risk of Loss and Delivery** Section– the last sentence of section shall be amended to read as follows:"Delivery of Products shall be made upon leaving Provider's office."

2. **Taxes** Section– the second sentence shall be amended to read as follows:
"If Provider is required to pay sales, use, property, value-added, consumption tax or other taxes based on the Products or Maintenance Services provided under this Agreement or on Customer's use of Products or Maintenance Services, then such taxes shall be billed to and paid by Customer."

3. **Maintenance Services** Section shall be amended to read as follows:

"(a) **Description.** Except as otherwise stated in a Signed Order or Governing Quotation, or an amendment to this Software Transaction Agreement during any Maintenance Period and for the applicable fees, Provider or through its Partner shall:

(i) Make available to Customer new versions and releases of the Software, including Software corrections, enhancements, and upgrades, if and when Provider makes them generally available without charge as part of Maintenance Services.
(ii) Respond to communications from Customer that report Software failures not previously reported to Provider or Partner by Customer. Nothing in the foregoing shall operate to limit or restrict follow up communication by Customer regarding Software failures.

(iii) Respond to requests from Customer's technical coordinators for assistance with the operational/technical aspects of the Software unrelated to a Software failure. Provider shall have the right to limit such responses if Provider reasonably determines that the volume of such non-error related requests for assistance is excessive or overly repetitive in nature.

(iv) For Customers who have purchased a License to use Software in the "Privileged Account" family of products (***"PA Software"***) and have purchased Maintenance Services for the PA Software continuously since the purchase of such License(s), provide the ***Privileged Account Appliance Replacement Program*** (as described in the Product Guide) for the Appliance on which the PA Software is delivered (the ***"PA Appliance"***).

(v) Provide access to Provider's software support website at https://

项：（a） 如果违约行为与货物有关，则由提供商选择：（i） 更换货物或提供同等的货物；（ii） 维修货物；支付更换货物或获得同等货物的费用；或（iv） 支付维修货物的费用；以及（b） 如果违约与服务有关，则由提供商选择：（i） 再次提供服务；或 （ii） 支付再次提供服务的费用。"

3. **适用法律及审判地**一条 –"新加坡法律"替换为"澳大利亚联邦维多利亚州法律".

中国香港特别行政区和澳门特别行政区：

适用法律及审判地一条 –"新加坡法律"替换为"中国香港特别行政区法律"。

日本：

1. **所有权、损失风险和交付**一条 – 该条的最后一句话应修改为如下内容："产品的交付应在离开提供商的办公室时进行。"

2. **税项**一条 – 第二句应修改为如下内容:

"如果提供商需要支付销售税、使用税、财产税、增值税、消费税或其他基于产品或根据本协议提供的维护服务或基于客户使用产品或维护服务的税费，则应向客户开具该等税费的账单并由客户支付。"

3. **维护服务**一条应修改为如下内容.

"(a) **描述。** 除非已签署的订单或约束性报价或本软件交易协议的修订中另有规定，在任何维护期内并在收取适用费用后，提供商（或通过其合作伙伴）应.

(i) 向客户提供软件的新版本和发行版，包括软件的更正、增强和升级，条件是提供商将其作为维护服务的一部分免费提供。

(ii) 对报告客户先前未报告给提供商或合作伙伴的软件故障的通信作出回应。上述内容不应限制或约束客户对软件故障的后续通信。

(iii) 对客户的技术协调员提出的与软件故障无关的软件操作/技术方面的援助请求作出回应。如果提供商合理地确定该等与错误无关的援助请求的次数过多或重复率较高，则提供商有权限制该等回应。

(iv) 对于已购买"特权账户"产品系列中的软件（***"PA 软件"***）的使用许可，并且自购买该等许可后连续购买 PA 软件维护服务的客户，为交付 PA 软件的设备（***"PA 设备"***）提供***特权账户设备更换计划***（如产品指南中所述）。

(v) 提供访问提供商的软件支持网站的权限：https://

www.oneidentity.com/support/ (the *"Support Site"*).

Maintenance Services are available during regional business support hours (*"Business Hours"*) as indicated on the Support Site unless Customer has purchased 24x7 Support. The list of Software for which 24x7 Support is available and/or required is listed in the Global Support Guide on the Support Site.

The Maintenance Services for Software that Provider has obtained through an acquisition or merger may, for a period of time following the effective date of the acquisition or merger, be governed by terms other than those in this Section. Theapplicable different terms, if any, shall be stated on the Support Site.

(b) **Maintenance Period.** For On-Premises Software, the first period for which Customer is entitled to receive Maintenance Services begins on the date of the initial delivery of the Software following an Order and ends twelve (12) months thereafter unless otherwise set forth below or in the applicable Signed Order or Governing Quotation (the *"Initial Maintenance Period"*). Following the Initial Maintenance Period, Maintenance Services for On-Premises Software shall automatically renew for additional terms of twelve (12) months (each, a *"Renewal Maintenance Period"*), at the prices stated on the Maintenance Renewal Quotation unless the renewal has been cancelled by either party giving written notice, by email or otherwise, to the other at least sixty (60) days prior to the first day of the applicable Renewal Maintenance Period. Unless otherwise agreed in writing, Customer must purchase Maintenance Services for all copies of each licensed Product or none at all for that Product. Customer may not cancel Maintenance Services on a subset oflicenses of a Product to reduce Maintenance fees. For purposes of this Agreement, the Initial Maintenance Period and each Renewal Maintenance Period shall be considered a *"Maintenance* Period.*"* For the avoidance of doubt, this Agreement shall apply to each Renewal Maintenance Period. Cancellation of Maintenance Services for perpetual On-Premises Software License will not terminate Customer's rights to continue to use the On-Premises Software. Maintenancefees shall be due in advance of each Renewal Maintenance Period and shall be subject to the payment requirements set forth in this Agreement. The procedure for reinstating Maintenance Services for On-Premises Software after it has lapsedis posted at https://support.oneidentity.com/essentials/Reinstate-Maintenance-Services.

For SaaS Software, the Maintenance Period is equal to the duration of the applicable SaaS Term. For non-perpetual, On-Premises or MSP Software Licenses, the Maintenance Period is equal to the duration of the License.

4. **Governing Law and Venue** Section - the phrase "the laws of Singapore" is replaced with "the laws of Japan exclusively in the Tokyo District Court".

5. **General** Section – the following sub-section shall be added:
Language This Agreement shall be prepared and executed in both Japanese and English languages. If there is any discrepancy in construction of the English and Japanese versions or there is inconsistency between them, the English version shall prevail.

Korea:

1. **Governing Law and Venue** Section - the phrase "the laws of Singapore" is replaced with "the laws of South Korea exclusively in the Seoul Central District Court in Seoul, South Korea".

2. **General** Section – the following sub-section shall be added:
Language This Agreement shall be prepared and executed in both Korean and English languages. If there is any discrepancy in construction of the English and Korean versions or there is inconsistency between them, the English version shall prevail.

www.oneidentity.com/support/（"**支持网站**"）。

除非客户购买了 24x7 支持，否则将在支持网站上显示的区域业务支持时间（"**业务时间**"）内提供维护服务。提供和/或要求 24x7 支持的软件的清单列于支持网站的全球支持指南中。

提供商通过收购或兼并获得的软件维护服务，在收购或兼并生效后的一段时间内，可能受本条规定以外的条款约束。适用的不同条款（如有）应在支持网站上说明。

(b) **维护期。** 对于本地软件，客户有权获得维护服务的第一个维护期自下达订单后首次交付软件之日起，并在此后十二（12）个月内结束，除非下文或适用的已签署订单或约束性报价中另有规定（"**初始维护期**"）。在初始维护期之后，本地软件的维护服务应自动额外续期十二（12）个月（各为"**续期维护期**"），价格在维护续期报价单上注明，除非任何一方在适用的续期维护期的第一天之前至少提前六十（60）天通过电子邮件或其他方式向另一方发出书面通知取消续期。除非另有书面约定，客户必须为每种获授权产品的所有副本购买维护服务，或不为该产品购买任何维护服务。客户不得为减少维护费用而取消产品的许可子集的维护服务。就本协议而言，初始维护期和每个续期维护期应被视为一个"**维护期**"。为免生疑义，本协议应适用于每个续期维护期。取消对永久性本地软件许可的维护服务，不会终止客户继续使用本地软件的权利。客户应在每个续期维护期之前支付维护费，并应遵守本协议中规定的付款要求。本地软件的维护服务失效后的恢复程序载于 https://support.identity.com/essentials/Reinstate-Maintenance-Services。

对于 SaaS 软件，维护期等于适用 SaaS 期限的持续时间。对于非永久性、本地或 MSP 软件许可，维护期等于许可证的有效期。

4. **适用法律及审判地** 一条 –"新加坡法律"替换为"仅在东京地区法院适用的日本法律"。

5. **总则** 一条 – 应增加以下分条：
语言 本协议应以日文和英文两种语言编写和执行。如果英文和日文版本在结构上有任何差异，或两者之间有不一致之处，应以英文版本为准。

韩国：

1. **适用法律及审判地** 一条 –"新加坡法律"替换为"仅在韩国首尔中央地区法院适用的韩国法律"。

2. **总则** 一条 – 应增加以下分条：
语言 本协议应以韩文和英文两种语言编写和执行。如果英文和韩文版本在结构上有任何差异，或两者之间有不一致之处，应以英文版本为准。

New Zealand:

1. **Warranties and Remedies** Section - the following paragraph is added to this section:
"If the Consumer Guarantee Act 1993 implies in this Agreement any condition or warranty and also prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under that condition or warranty, that condition or warranty is deemed to be included in this Agreement."

2. **Limitation of Liability** Section - the following paragraph is added to this section:
"If Customer has acquired the goods and services under this Agreement as a consumer, as that term is defined in the Consumer Guarantee Act 1993, then the limitations in this Section are subject to the limitations in the Consumer Guarantees Act 1993."

3. **Governing Law and Venue** Section - the phrase "the laws of Singapore" is replaced with "the laws of New Zealand".

People's Republic of China (excluding Hong Kong S.A.R., Macau S.A.R. and Taiwan):

1. **Taxes** Section is replaced with: "Each party shall be responsible for the taxes payable by that party in connection with the Products and Maintenance Services under this Agreement in accordance with the applicable tax laws in China."

2. **Governing Law and Venue** Section is replaced with the following:
"This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, without giving effect to any conflict of laws principles. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement. Any dispute arising from or in connection with this Agreement shall be submitted to the China International and Economic and Trade Arbitration Commission ("CIETAC") for arbitration which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of arbitration. The arbitration tribunal shall consist of three (3) arbitrators, one appointed by each party and, if either of the parties fails to appoint an arbitrator within the time specifiedin CIETAC's arbitration rules, the Chairman of CIETAC shall make such an appointment. The third arbitrator shall be appointed by agreement between the parties, and, if the parties fail to jointly appoint the arbitrator within the time specified in CIETAC's arbitration rules, the Chairman of CIETAC shall make such an appointment. The arbitration proceedings shall be held in Beijing and shall be conducted in the Chinese language. The arbitral award shall be final and binding upon both parties. The costs of arbitration shall be borne by the losing party, unless otherwise determined by the arbitration tribunal."

17. General.

(a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of Singapore, without giving effect to any conflict of laws principles. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

(b) **Rights of Third Parties**. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B of the Singapore Statutes) to enforce any of its terms and the parties hereto acknowledge that no right has been created or was intended to be impliedly or expressly conferred upon any third party. This section shall only apply if the Agreement is governed

新西兰:

1. 保证和补救措施一条 – 该条增加以下段落:
"如果 1993 年《消费者保障法》在本协议中暗示了任何条件或保证,同时禁止合同中的条款排除或修改该条件或保证的适用、行使或责任,则该条件或保证被视为包含在本协议中。"

2. 责任限制一条 – 该条增加以下段落.
"如果客户作为消费者获得了本协议项下的货物和服务(如 1993 年《消费者保障法》中所定义),则本条中的限制将受 1993 年《消费者保障法》的约束。"

3. 适用法律及审判地一条 –"新加坡法律"替换为"新西兰法律"。

中华人民共和国(不包括香港特别行政区、澳门特别行政区和台湾):

1. 税项一条替换为:"各方应根据中国适用的税法,负责支付该方在本协议下与产品和维护服务有关的税款。"

2. 适用法律及审判地一条替换为以下内容.
"本协议应受中华人民共和国的法律管辖并按其诠释,任何法律冲突原则均不适用。双方同意,《联合国国际货物销售合同公约》(United Nations Convention on Contracts for the International Sale of Goods)和《统一计算机信息交易法》(Uniform Computer Information Transaction Act, UCITA)不适用于本协议。因本协议引起或与之有关的任何争议均须提交中国国际经济贸易仲裁委员会(China International and Economic and Trade Arbitration Commission,"CIETAC")进行仲裁,该仲裁须按照仲裁时现行有效的 CIETAC 仲裁规则执行。仲裁庭须由三(3)名仲裁员组成,各方各指定一名及,如果任何一方未在 CIETAC 仲裁规则规定的时间内指定仲裁员,则 CIETAC 主席须进行指定。第三名仲裁员须由双方协商指定,及如果双方未在 CIETAC 仲裁规则规定的时间内共同指定该仲裁员,则 CIETAC 主席须进行指定。仲裁程序须在北京进行,且须以中文进行。该仲裁裁决须为最终裁决,且对双方具有法律约束力。除非仲裁庭另行裁定,否则仲裁费用须由败诉的一方承担。"

17. 总则.

(a) 适用法律及审判地。本协议应受新加坡法律管辖并按此诠释,任何法律冲突原则均不适用。双方同意,无论双方在哪个国家开展业务或注册成立,《联合国国际货物销售合同公约》(United Nations Convention on Contracts for the International Sale of Goods)和《统一计算机信息交易法》(Uniform Computer Information Transaction Act, UCITA)均不适用于本协议。

(b) 第三方的权利。根据《合同(第三方权利)法》(《新加坡法规》第 53B 章),非本协议一方的人士无权强制执行本协议的任何条款,并且本协议各方承认,各方未建立或意图默示或明示授予任何第三方任何权利。该条仅在本协议受第 18(a)条规定的新加坡法律管辖的情况下适用。

by the laws of Singapore as specified in Section 18(a).

(c) **Assignment.** Neither party may, in whole or part, assign or transfer any of its rights or obligations under this Agreement or an Order, whether voluntarily, by contract, by operation of law or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise, without the prior written consent of the other party except (i) in connection with a merger, acquisition or sale of all or any portion of such party's assets or business, provided that such party's successor entity or third party assumes in writing all of such party's obligations under this Agreement and agrees in writing to be bound by this Agreement, (ii) that Provider may without the consent of Customer assign or transfer the Agreement to Provider's Affiliates, and (iii) if Customer purchased the Licenses in the European Economic Area (EEA) or Switzerland, that Customer may transfer to a third party (the "*Transferee*") its perpetual Licenses purchased, provided that Customer (1) ceases using the applicable Software, Documentation and associated Maintenance Services, (2) entirely removes all copies, installations, and instances of the applicable Software from all Customer computers and any other devices on which the Software was installed, and ensures that all applicable Third Party Users do the same and gives Provider upon request a written certification that Customer and its Third Party Users, as applicable, have complied with all of the foregoing obligations, (3) makes available to Transferee the license terms of this Agreement and the Order that apply to the transferred License, and (4) immediately notifies Provider in writing of the transfer and of the name and address of the Transferee. Any attempted assignment or transfer in violation of the foregoing, including but not limited to any transfer of any License that Customer acquired by any means other than under a license purchase contract (for example non-perpetual licenses or SaaS Software), or a transfer of Maintenance Services associated with the transferred Licenses, will be null and void. Notwithstanding the foregoing, the parties agree that Provider may use subcontractors to perform all or part of its obligations hereunder.

(d) **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible by law to affect the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, the terms of this Agreement that limit, disclaim, or exclude warranties, remedies or damages are intended by the parties to be independent and remain in effect despite any failure or unenforceability thereof. The parties have relied on the limitations and exclusions set forth in this Agreement in determining whether to enter into it.

(e) **Notices.** All notices provided hereunder shall be in writing and addressed to the legal department of the respective party or to such other address as may be specified in an Order or in writing by either of the parties to the other in accordance with this Section. Except as may be expressly permitted herein, notices may be delivered personally, sent to an email address specified by the receiving party, sent via a nationally recognized courier or overnight delivery service, or mailed by first class mail, postage prepaid. All notices, requests, demands or communications shall be deemed effective upon personal delivery or, if sent by mail, four (4) days following deposit in the mail in accordance with this paragraph.

(f) **Disclosure of Customer Status.** Provider may include Customer in its listing of customers and, upon written consent by Customer, announce Customer's selection of Provider in its marketing communications.

(g) **Waiver.** Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one

(c) 转让。未经另一方事先书面同意，任何一方不得全部或部分转让或移让其在本协议或订单下的任何权利或义务，无论是自愿的、通过合同的、通过法律的实施或通过兼并（无论该方是存续的还是消失的实体）、股票或资产出售、合并、解散、通过政府行为或命令或其他方式进行的转让或移让，除非（i）该等转让或移让与兼并、收购或出售该方的全部或部分资产或业务有关，条件是该方的继承实体或第三方以书面形式承担该方在本协议下的所有义务，并书面同意受本协议约束；（ii）提供商可能在未经客户同意的情况下将本协议转让或移让给提供商的关联公司；及（iii）如果客户在欧洲经济区（EEA）或瑞士购买许可，则客户可能将其购买的永久许可转让给第三方（"*受让方*"），条件是客户（1）停止使用适用的软件、文件和相关的维护服务，（2）从所有客户的计算机和安装有本软件的任何其他设备上完全删除适用软件的所有副本、安装和实例，（3）向受让方提供适用于转让许可的本协议和订单的许可条款，以及（4）从速将转让以及受让方的名称和地址以书面形式通知提供商。任何试图违反上述规定的转让或移让，包括但不限于客户以许可购买合同以外的任何方式（例如非永久许可或 SaaS 软件）获得的任何许可的转让，或与转让的许可相关的维护服务的转让，均属无效。尽管有前述规定，双方同意，提供商可以使用分包商履行其在本协议下的全部或部分义务。

(d) 可分割性。如本协议的任何条文被具有司法管辖权的法院判定为违反法律，该条文将在影响各方意图的法律允许的最大范围内执行，而本协议剩余条文仍将具十足效力及作用。尽管有前述规定，双方拟定，本协议中限制、卸弃或免除保证、补救或损害赔偿的条款具有独立性，即使在其失效或无法强制执行的情况下，仍具有效力。双方倚赖本协议中的限制及除外情况确定是否订立本协议。

(e) 通知。本协议所有通知均须为书面形式，注明由各方法律部门或可能在订单中说明的其他地址收件，或由其中一方依照本节书面通知另一方。除本协议中明确准许的情况外，通知可以亲自交付、发送至接收方指定的电子邮件地址、通过全国认可的速递或次日达服务或通过平邮邮寄以预付邮费的方式交付。所有通知、请求、要求或通信一经根据本段专人递送或（如通过邮寄）在根据本段投递后四（4）天，即被视为已生效。

(f) 披露客户状况。提供商可以将客户列入其客户名单，并在得到客户的书面同意后，在其营销通信中宣布客户选择了提供商。

(g) 弃权。一方需于本协议下履行的任何义务，仅可由经另一方的获授权代表签署的书面宽免书宽免，该宽免书仅对其中所述特定义务有效。某一次宽免或不强制执行本协议的任何条文，不得被视为对任何其他条文的宽免或在任何其他情况下对该条文的宽免。

occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(h) **Injunctive Relief.** Each party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of the *Software License, Restrictions* or *Confidential Information* Sections of this Agreement, the non-breaching party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies.

(i) **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, communication line failures, and power failures. For added certainty, this Section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

(j) **Headings.** Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term "including" is used in this Agreement it will be construed in each case to mean "including, but not limited to."

(k) **Legal Fees.** If any legal action is brought to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, full costs and other collection expenses, in addition to any other relief it may be awarded.

(l) **Entire Agreement.** This Agreement contains the total agreement between the two parties regarding the subject matter covered herein and supersedes any other agreements, written, oral, expressed, or implied, including any confidentiality agreement between the parties. Unless there is a prevailing signed Agreement between the Parties, all Orders are governed solely and exclusively by this Agreement and any additional or varying terms stated on a Signed Order or a Governing Quotation. In the event of a conflict between the terms of this Agreement and the terms contained in an Order, the terms of a Signed Order or Governing Quotation shall control. For all other Orders, in the event of a conflict between the terms of this Agreement and the terms contained in an Order, the terms of this Agreement shall control. Neither this Agreement, nor an Order, may be modified or amended except by a writing executed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement or an Order and Customer agrees that all additional or inconsistent terms that may be contained in any purchase order or other documentation submitted by Customer in connection with an Order are not applicable. Customer agrees that all of Customer's licenses for such Product, regardless of license date, will be governed by the version of the Agreement and applicable Product Terms in effect on the date of the most recent license purchase.

（h）**禁制令**。双方承认并同意，如有重大违反本协议的行为，包含但不限于违反本协议的*软件许可*、*限制*或*机密信息*各条，没有违反协议的一方有权立即申请禁制令而不限制违约方的其他权利和补救。

（i）**不可抗力**。如任何一方因超出其合理控制范围的原因（包括但不限于天灾、罢工、停工、暴乱、战争、疫疾流行、大流行病、通讯线路故障和电力故障，且该方对此并无过错或疏忽），而无法履行任何义务或服务，则该方可在此期限内免除履行责任。为了增加确定性，该条不应改变、删除或修改双方在本协议下的任何义务（如付款），即便只是为延迟履行该等义务而提供借口。

（j）**标题**。本协议中的标题仅为阅读便利而设，不影响本协议任何的含义或释义。本协议将不会按照有利或不利于一方或另一方的方式诠释，而是按照其公平含义诠释。本协议中，"包括"一词在每种情况下均指"包括但不限于"。

（k）**法律费用**。如提出任何法律诉讼要求强制执行本协议下的任何权利或义务，除可能判罚的任何其他济助外，胜诉方有权索取其合理的律师费、全部费用和其他收费。

（l）**完整协议**。本协议包含双方关于本协议所涉及的事项的全部协议，并取代任何其他书面、口头、明示或暗示的协议，包括双方的任何保密协议。除非双方有现行、已签署的协议，否则所有订单仅受本协议和已签署的订单或约束性报价的任何附加或变更条款的约束。如果本协议条款与订单条款发生冲突，则应以已签署的订单或约束性报价的条款为准。对于所有其他订单，如果本协议条款与订单条款发生冲突，则应以本协议的条款为准。除非各方正式授权代表书面签署，否则本协议或订单均不可修改或修订。任何其他行为、文件、惯例或习惯都不应视为修订或修改本协议或订单，并且客户同意，客户提交的与订单有关的任何采购订单或其他文件中可能包含的所有额外或不一致的条款均不适用。客户同意，无论许可日期如何，客户对该等产品的所有许可均受最近一次购买许可之日有效的协议版本和适用的产品条款约束。