

<p><i>Product License & Maintenance Services Terms and Conditions – v 3.2 (11-17)</i></p>	<p><i>产品许可及维护服务 条款和条件——v 3.2 (11-17)</i></p>
<p>WARNING - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.</p> <p>BY SIGNING A PRODUCT SCHEDULE WITH RPM THAT INCORPORATES THESE TERMS, BY CLICKING YOU “ACCEPT” THESE TERMS AND CONDITIONS WHEN INSTALLING THE SOFTWARE OR COPYING, INSTALLING OR USING ANY PORTION OF THE SOFTWARE YOU (HEREAFTER “YOU OR THE CUSTOMER”) ARE CONSENTING TO BE BOUND BY THE TERMS OF AND ARE BECOMING A PARTY TO THIS SOFTWARE LICENSE & MAINTENANCE AGREEMENT.</p> <p>IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, PLEASE DO NOT SIGN THE PRODUCT SCHEDULE AND/OR DO NOT CLICK THAT YOU “ACCEPT” THESE TERMS AND CONDITIONS ON INSTALL AND/OR DO NOT INSTALL AND USE THE SOFTWARE AND/OR MAINTENANCE SERVICES.</p>	<p>警示——请认真阅读本条款和条件。</p> <p>经与隆格签署包含本条款的产品明细表，且在安装软件或复制、安装或使用软件任何部分之时，点击您“接受”本条款和条件的，您（以下简称“您”或“客户”）即同意受本条款和条件的约束，并成为本软件许可及维护协议的当事人。</p> <p>如您不同意本条款和条件之全部，请不要签署产品明细表，和/或在安装时不要点击您“接受”本条款和条件，和/或不要安装及使用软件和/或维护服务。</p>
<p>THESE TERMS AND CONDITIONS CONTAIN VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SOFTWARE AND MAINTENANCE SERVICES PROVIDED TO YOU BY RPM SOFTWARE PTY LTD(ACN 611 453 779) OR ITS AUTHORISED DISTRIBUTORS(HEREAFTER “RPM”), AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.</p> <p>IF YOU ARE NOT AN AUTHORISED USER FOR THIS SOFTWARE, ANY USE OF THIS SOFTWARE IS PROHIBITED HOWEVER SUCH UNAUTHORISED USE IS CONDITIONAL UPON AND SUBJECT TO THESE TERMS AND CONDITIONS.</p> <p>THE SOFTWARE IS LICENSED NOT SOLD, ONLY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. YOU MAY HAVE ANOTHER WRITTEN AGREEMENT DIRECTLY WITH RPM AND IF SO WHERE RPM HAS AGREED THAT WRITTEN AGREEMENT MAY SUPPLEMENT OR SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT.</p>	<p>关于 RPM SOFTWARE PTY LTD (ACN 611 453 779) 或其授权分销商（以下简称“隆格”）向您提供的软件及维护服务，本条款和条件包含与您涉及该软件及服务权利及义务相关的全部重要信息，以及适用于您的限制与免责条款。</p> <p>如您并非本软件的授权用户，则禁止使用本软件，但擅自使用也以本条款和条件为前提，且受约于本条款和条件。</p> <p>软件仅根据本条款和条件被许可，而非出售。您可能与隆格直接签订其他书面协议，并且，如签订其他书面协议的，隆格已经同意该书面协议可以补充或取代本协议之全部或部分。</p>

1. Incorporation of Terms and Conditions. These terms and conditions (clauses 1 to 48 (inclusive) and the Schedules and annexures (if any) nominated in the Product Schedule govern your use of and access to the Products and receipt of the Services. Where you sign a

1. 纳入本条款和条件。 本条款和条件（第 1 条至 48 条）及产品明细表中指定的附件及附录（如有）适用于您使用及访问产品及接受服务。如您与隆格签署产品明细表的，本条款即纳入该产品明细表，且共同构成双方之间关于产品明细表详述的产品及服务的独立协议。隆

Product Schedule with RPM, these terms are incorporated into that Product Schedule and shall together form a separate agreement between the parties in respect of the Products and Services detailed in that Product Schedule. RPM will nominate the applicable Schedules that apply to any Product Schedule which may include: (i) **Schedule 1** where RPM agrees to provide Standard Support for the Products; **Schedule 2** where RPM agrees to provide Extended Support for the Products; **Schedule 3** where RPM agrees to provide a rental or Subscription License to access and use the Products and/or **Schedule 4** where RPM agrees to host the Products and provide you access to the Products via Hosted Services. Due to changes in technology and other factors, RPM may from time-to-time revise, update and amend the terms and conditions governing use of the Products and provision of any Services. You agree to and accept any such revisions, updates or amendments. RPM will identify the version of the terms and conditions that will apply at the time of installation and/or at the time of executing any Product Schedule, together with making a copy of all applicable versions of its terms and conditions available on its website. The current version of these terms and conditions is **v3.2 (11-17)**.

2. Licence. Subject to the terms set out below, RPM grants you (“you”), a non-exclusive, non-sublicensable, non-transferable licence to use the Products solely for your internal business operations, for the License Term.

3. Usage Restriction. The licence granted under this Agreement is for the number of User Licenses, Location Licenses, Asset Licenses, Server Licenses or Site Licenses (as applicable) as agreed with RPM and specified in the Product Schedule. You must not use the Products on a virtual machine or terminal server where doing so results in the usage restrictions being circumvented. Any use of the Products inconsistent with those usage restrictions is a material breach of this Agreement.

4. Additional Licenses. Additional User Licenses, Server Licenses, Location Licenses, Asset Licenses or Site Licenses (as applicable) may be added during the License Term at the price specified in the Product Schedule or in the absence of a pre-agreed rate, at the price negotiated in good faith with RPM at the time.

5. Delivery and Installation. Except where RPM has agreed to provide hosted access to the Products, RPM or its Authorised Distributor will deliver the Products to you or make the Products available for you to download via the Internet. Delivery will occur via a delivery source selected by RPM, F.C.A (Incoterm) RPM's offices or those of its Authorised Distributor. Where made available for you to download via the Internet, delivery will be deemed to have occurred on RPM providing you with the necessary link to download the Products (irrespective of the date on which you elect to download the Product). Except where RPM has agreed to provide hosted access to the Products, RPM shall not be required to install, implement or configure the Products unless expressly agreed by RPM in a separate consulting services agreement.

格将指定适用于任何产品明细表的相关附件，该等附件可以包括：(i)附件 1，其中，隆格同意提供产品标准支持；附件 2，其中，隆格同意提供产品扩展支持；附件 3，其中，隆格同意提供访问及使用产品的租赁或订购许可证，和/或附件 4，其中，隆格同意对产品进行托管，并向您提供通过托管服务使用的产品。由于技术及其他因素的变化，隆格可能不时修订、更新及修改关于使用产品及提供任何服务的条款和条件。您同意并接受任何此类修订、更新或修改。在安装之时和/或签署任何产品明细表之时，隆格将指明适用的条款和条件的版本，并在其网站上复制全部相关版本的条款和条件。本条款和条件的当前版本为 **v3.2 (11-17)**。

2. 许可。受约于下述条款之前提下，在许可期限内，隆格向您（“您”）授予非独家、不能分许可、不能转让的产品使用许可，仅供您内部经营使用。

3. 使用限制。本协议项下授予的许可适用于与隆格约定且在产品明细表中指明数量的用户许可证、地点许可证、资产许可证、服务器许可证或场所许可证。您不得在虚拟机器或终端服务器上使用产品，并以此规避使用限制。违背使用限制而使用产品的行为，均构成严重违反本协议。

4. 增加许可。按照产品明细表指明的价格，或者，如无预先约定费率时，按照当时与隆格善意协商达成的价格，在许可期限内，可以增加额外的用户许可证、服务器许可证、地点许可证、资产许可证或场所许可证。

5. 交付及安装。除隆格已同意提供产品托管服务外，隆格或其授权分销商将向您交付产品，或通过互联网向您提供产品下载。将通过隆格选择的交付源，按照 FCA（《国际贸易术语解释通则》）隆格办公室或其授权分销商办公室的方式交付。如通过互联网向您提供产品下载的，当隆格向您提供下载产品的必要链接时，即视为已经交付（不考虑您选择下载产品的实际日期）。除隆格已经同意提供产品托管服务之外，隆格无需安装、执行或配置产品，但在另行达成的咨询服务协议中隆格明确同意的除外。

6. Documentation. RPM grants you a non-exclusive, non-sublicensable, non-transferable licence to use the Documentation, solely in support of your authorised use of the Products. You may at your own expense make a reasonable number of copies of the Documentation. Any copies must include any proprietary markings or legends placed on or contained within the original Documentation. Any copies, if made, constitute Documentation subject to the terms of this Agreement.

7. Equipment. The Products should be used on equipment that, as a minimum, meets the Minimum Hardware Requirements. Except where RPM has agreed to provide hosted access to the Products, it is your responsibility to ensure those Minimum Hardware Requirements are met to operate the Products.

8. Other Restrictions. Except to the extent expressly permitted by RPM, you must not, and you must not permit any Authorised User to:

- a. relicense, sublicense, rent, lease, sell, assign, lend or otherwise transfer the Products, or use the Products for the benefit of anyone other than yourself;
- b. separate the component parts of any Product for use on more than one computer system (other than in respect of separately licensed components of the Product for example where a Product is licensed on the basis of both a Server License and a User License basis); or
- c. copy the Products, except that you may make one copy of each Product for backup purposes provided that you affix any proprietary markings or legends placed on or contained within the Product to the copy of the Product. The terms of this Agreement apply, with any necessary changes, to any copies of a Product made in accordance with the foregoing; or
- d. Use the Products to provide any application service provider (ASP), hosted or bureau services or process the data of any third party not specifically authorised by RPM; or
- e. Use the Product to develop a product or provide a service that is competitive with the Product or any service provided by RPM; or

f. directly or indirectly access or use any “non-public” application program interfaces (API’s); being any API that RPM does not expressly make available for third party interface or access as further detailed in the Documentation released for each Product.

9. No Modifications. Except to the extent permitted under applicable law, you shall not modify the Products or merge all or any part of the Products with any other software without RPM’s express written permission. This Agreement applies to the Products as modified.

10. No Reverse Engineering. You shall not reverse assemble or reverse compile, or otherwise attempt to determine Source Code, protocols or trade secrets of any part of the Products, or directly or indirectly allow or cause a third person to do any of the foregoing. You may not attempt to circumvent any security measures incorporated in any Dongle (if any) provided with the Product. All works

6. 文档。隆格向您授予非独家、不可分许可、不可转让的文档使用许可，仅用于支持您对产品的授权使用。您可以自担费用制作合理数量的文档复印件。任何复印件必须包含原始文档中设置的专有标志或说明。任何复印件（如有）均构成适用本协议的文档。

7. 设备。作为最低要求，使用产品的设备应当符合最低硬件要求。除隆格同意提供产品托管服务外，您应自行负责确保运行产品时满足上述最低硬件要求。

8. 其他限制。除隆格明确允许外，您不得实施以下行为，且不得允许任何授权用户实施以下行为：

- a. 转许可、分许可、出租、出售、转让、出借或以其他方式转让产品，或为您之外任何人的利益而使用产品；
- b. 分离任何产品的组成部分，以便在多个电脑系统内使用（但单独许可的产品组件除外，例如，同时基于服务器许可证及用户许可证而许可某件产品）；或
- c. 复制产品，但您可以出于备份目的制作每件产品的一份复制件，不过，此种情形下，您应在产品复制件上标明产品内设置的专有标志或说明。经必要修订后，本协议条款适用于根据上述约定制作的产品复制件；或
- d. 将产品用于提供任何应用服务提供商(ASP)、托管或服务中心的服务，或用于处理隆格未明确授权的第三方数据；或
- e. 将产品用于开发与隆格所提供产品或任何服务相竞争的商品或提供此类相竞争的服务；或
- f. 直接或间接接入或使用任何“非公开”应用程序界面(API)，且隆格并未出于第三方界面或访问而明确提供该API，详见每件产品发布的文档中的详细说明。

9. 不得修订。除适用法律允许外，未经隆格明确书面允许，您不得修订产品，亦不得将产品全部或任何部分与任何其他软件合并。本协议适用于经修订的产品。

10. 不得反向工程。您不得对产品进行反汇编、反编译，或以其他方式试图确定产品任何部分的源代码、通讯协议或商业秘密，或直接或间接允许或促使第三人实施任何上述行为。您不得试图规避随同产品提供的任何软件狗（如有）中的任何安全措施。违反本条而创造的全部作品均属于产品的衍生作品，您特此将该等衍生作品的全部权利、所有权及权益无条件地和不可撤销地转让给隆格。

created in violation of this clause are derivative works of the Products, and you hereby unconditionally and irrevocably assign all right, title and interest in and to those derivative works to RPM.

11. Security. You shall be solely responsible for the use, supervision, management and control of the Products (including any Dongle (if any)) and Documentation. You shall ensure that the Products (including any Dongle (if any)) and Documentation are protected at all times from misuse or unauthorised use.

12. Licence Fee. You must pay RPM or the Authorised Distributor (if any as detailed in the Product Schedule) the Licence Fee on the payment terms agreed with RPM. The licences granted under this Agreement will automatically be revoked in the event that you fail to pay the Licence Fee as set out above.

13. Maintenance Services and Maintenance Fee.

Subject to payment by you of the Maintenance Fee, RPM and/or its Authorised Distributor will provide you with Maintenance Services. Unless otherwise agreed with RPM, the Maintenance Services shall commence on delivery of the Product and continue for an initial twelve (12) month maintenance period which shall automatically renew unless terminated pursuant to the terms of this Agreement. Unless terminated by either party by notice in writing in accordance with the termination provisions of the agreed Maintenance Services schedule, or otherwise in accordance with clause 30 of these terms and conditions, the Maintenance Services term shall automatically renew for successive 12-month periods with the Maintenance Fee adjusted annually in the manner detailed in the agreed Maintenance Services schedule. Your right to receive Upgrades of the Products is conditional upon the payment of all Maintenance Fees. RPM may charge additional License Fees and Maintenance Fees for any Third Party Products incorporated in an Upgrade. In the event that you have chosen to terminate Maintenance Services and then you wish to reinstate the Maintenance Services RPM may require you to pay a reinstatement fee as detailed in the agreed Maintenance Services schedule.

14. Amended Terms and Conditions with Upgrades. As a recipient of paid Maintenance Services or under a paid Subscription License you are entitled to receive Upgrades of the licensed Products as and when RPM makes those Upgrades available to its customers under its product release cycle. You acknowledge that the terms and conditions governing the use of the upgraded licensed Products may be revised, updated and amended by RPM and revised terms and conditions may apply to use of any Upgrades to the licensed Products. The terms and conditions that apply to the licensed Products following any Upgrade may be materially different to the terms and conditions accepted by you at the time you originally licensed and installed the Product. RPM will identify the version of the terms and conditions that will apply to the Upgrade of the Product and will provide you with a “click-thru” version of those applicable terms and conditions that will apply to each Upgrade and the upgraded licensed Product, together with making a copy of all applicable versions of its terms and conditions available on its website. You expressly acknowledge and agree that your acceptance, installation and use of any Upgrade of the

11. 安全。您应自行负责产品（包括任何软件狗（如有））及文档的使用、监督、管理及控制。您应始终确保产品（包括任何软件狗（如有））及文档不会被滥用或擅自使用。

12. 许可费。您必须按照与隆格约定的付款条款，向隆格或授权分销商（如有，详见产品明细表）支付许可费。如您未按照上述约定支付许可费的，本协议项下授予的许可将自动撤销。

13. 维护服务及维护费。在您支付维护费的前提下，隆格和/或其授权分销商将向您提供维护服务。除与隆格另行约定外，应从交付产品时开始提供维护服务，初始维护期限为12个月，除根据本协议条款终止外，服务期限应自动续期。除任一方根据约定的维护服务附件的终止条款或根据本条款和条件第30条书面通知终止外，维护服务期限应自动连续续期，每次续期12个月，同时，应按照约定的维护服务附件中详细指明的方式，按年度调整维护费。您获得产品升级的权利是以支付全部维护费为前提。关于纳入升级产品的任何第三方产品，隆格可以收取额外许可费及维护费。您选择终止维护服务后，希望恢复维护服务的，隆格可以要求您支付约定的维护服务附件中详细指明的恢复服务费。

14. 升级时修订条款和条件。当隆格根据其产品发布周期向其客户提供升级时，您作为付费维护服务的接受人或基于付费订购许可证，您有权获得许可产品的升级。您确认，隆格可以修订、更新及修改使用升级许可产品的条款和条件，经修订的条款和条件可以适用于许可产品升级版的使用。适用于升级许可产品的条款和条件，可能与您原来许可及安装产品之时接受的条款和条件存在重大差异。隆格将指明适用于升级产品的条款和条件的版本，并向您提供适用于每项升级及升级许可产品的该等相关条款和条件的“点击通过”版，并在其网站上复制全部可用条款和条件的相关版本。您明确确认并同意，您接受、安装及使用许可产品的任何升级（当隆格发布升级之时）以及其后经升级的许可产品，将适用您安装升级之时接受的条款和条件的版本。与产品相关的全部以前的条款和条件应在该时间予以取代。

licensed Products (as and when released by RPM) and thereafter the upgraded licensed Product, will be governed by the version of the terms and conditions accepted by you at the time of installation of the Upgrade. All prior terms and conditions in respect of the Product shall be superseded and replaced at that time.

15. IP Rights. As between RPM and you, RPM retains all right, title and interest in and to the Products (including, to avoid doubt, all material and work product resulting from performance of any Services) and the Documentation, including without limitation, any copy or derivative work of, or modification to, any part of a Product or the Documentation. You hereby unconditionally and irrevocably assign and will, if required, procure the assignment to RPM without consideration all Intellectual Property rights in and to any derivative work of or modification to a Product or the Documentation. You must not take any action which would jeopardise or interfere with RPM's ownership of and rights with respect to the Products. You agree and undertake not to, by yourself or through any of your owners, affiliates, directors, officers, employees, agents, intermediaries or any other third parties, apply to register, register or maintain any registration in any form of any Intellectual Property in or relating to any of the Products or RPM's Intellectual Property rights, or any Intellectual Property similar to the foregoing, anywhere in the world during and after the License Term. This clause shall survive the expiration or termination of this Agreement.

16. Third Party software. You acknowledge that some Products may be provided with Third Party Products. This is third party software which RPM cannot control and for, and in respect of, which RPM bears no responsibility or liability. In this regard, RPM acts as licensor of those Third Party Products on terms disclosed by RPM. RPM does not grant any additional rights, assume any obligations or make any representations or warranties in respect of any such Third Party Products other than as disclosed.

17. Verification. RPM may request and gain access to your premises for the limited purpose of conducting an inspection to determine and verify your compliance with the terms of this Agreement including but not limited to usage of the Products within the required usage restrictions. RPM will give you at least five (5) days advance written notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with your normal operations. In the event that such inspections identify your usage of the Products exceeds the relevant restrictions under this Agreement, then you must immediately pay to RPM (at RPM's then current list price) the additional License Fees and Maintenance Fees to reflect your actual use of the Products, together with RPM's costs of the inspection (including the fees of any professional advisers instructed by RPM to assist in the inspection). Your new license will become effective upon payment of such invoice.

18. Taxes. You will bear all Taxes and duties attributable to the licensing of the Products and the provision of Maintenance Services. In the event that withholding tax or royalty is payable or required to be withheld and paid to any authority in relation to any supply of the Products or Maintenance Services, you shall increase the amount of

15. 知识产权。在隆格与您之间，隆格保留产品及文档的全部权利、所有权及权益（为避免疑义，包括履行任何服务产生的全部材料及工作成果），包括但不限于产品或文档任何部分的复制品或衍生作品或修订。您特此向隆格无条件地和不可撤销地转让，并且如经要求您应无偿促使转让予隆格，产品或文档的任何衍生作品或修订的全部知识产权。您不得采取任何行动，损害或干涉隆格就产品享有的所有权及权利。您同意并承诺在许可期限内和之后不会自己或通过您的所有人、关联方、董事、高管、员工、代理人、中间人或任何其他第三方，在世界任何地方就任何产品中或与之相关的知识产权、任何隆格的知识产权或任何与前述类似的知识产权，申请注册、注册或维持任何形式的知识产权注册。本条在本协议期满或终止后持续有效。

16. 第三方软件。您确认，某些产品可能与第三方产品一并提供，这是隆格不能控制的第三方软件。关于该第三方软件，隆格不承担任何责任。就此，隆格是基于其披露的条款，作为第三方产品的许可人行事。关于该等第三方产品，除披露的内容之外，隆格并未授予任何其他权利、承担任何义务或做出任何声明或保证。

17. 核实。出于检查以确定、核实您是否遵守本协议的有限目的（包括但不限于在要求的使用限制范围内使用产品），隆格有权请求并进入您的营业场所。如进行此类检查的，隆格将至少提前 5 日书面通知您，并在正常营业时间内进行检查，且检查方式不会不合理地干扰您的正常经营。如检查发现，您使用产品超过了本协议项下的相关限制，则根据您实际使用产品的情况，您必须（按照隆格当时的定价）立即向隆格支付额外的许可费及维护费，并支付隆格的检查费用（包括隆格委托的协助检查的专业顾问的费用）。您的新许可将在支付上述费用后生效。

18. 税收。您将承担许可产品以及提供维护服务引起的全部税费。如因提供产品或维护服务，应当缴纳或需要扣缴且向任何机构缴纳任何预提税或特许权使用费的，您应提高支付给隆格的金额，以确保隆格实际收到的金额不低于开具发票的许可费或维护费（如适用）。

any payment to RPM so that the amount actually received by RPM is no less than the invoiced License Fee or Maintenance Fee (as applicable).

19. Late payments. Invoice amounts will be considered delinquent if not received by RPM within 30 days after the invoice date. Interest will be added to delinquent amounts at the rate of 1.5% per month (being 18% per annum) or the maximum amount allowed by law, whichever is less. Failure to make payment within the time limits set out in this clause is a material breach and excuses RPM from any performance under this Agreement. RPM may suspend or terminate the licence granted under this Agreement or the Maintenance Services for your failure to make timely payments after tendering 7 days written notice to you.

20. Confidential Information. The Products and Documentation, including all Error Corrections, Upgrades and all other materials supplied as part of Maintenance Services, constitute confidential information of RPM and its licensors. You must not disclose or make available the Products or the Documentation to any third party during the term or after the expiration or termination of this Agreement, except as otherwise expressly permitted by RPM. RPM agrees to maintain the confidentiality of any information you provide to RPM during the Maintenance Services or otherwise under this Agreement and not to provide that information to any third party or use that information other than as required in order to provide the Maintenance Services or license the Products under this Agreement. Your confidentiality obligations under this clause shall survive the expiration or termination of this Agreement.

21. Warranty Disclaimer. RPM does not warrant that the Products or the Services will be free from defects or errors. The Products and Services are provided "as is" and RPM gives no warranty as to their use, fitness for purpose, accuracy or performance, nor as to the results generated therefrom. Whilst you are receiving Maintenance Services or under a paid Subscription License, with respect to any Errors that you report to RPM, you agree that RPM's sole and exclusive obligation and your sole and exclusive remedy is for RPM to use commercially reasonable efforts to correct such Errors. The warranty in this clause is, to the extent permitted by law, in lieu of all other warranties, express, implied, or statutory, regarding the Products and Services, including any warranties of merchantability, fitness for a particular purpose, title, and subject to clause 22 non-infringement of third party rights.

22. Third Party infringement claims. RPM agrees to defend and indemnify you from any successful claims from any third party that your use of the Products or receipt of the Maintenance Services infringes the copyright of that third party, provided that you promptly notify RPM of any such claim, give RPM the right to control the defence of such claim and (at RPM's cost) fully cooperate with RPM in the defence and settlement of such claim. The foregoing obligation does not apply to any claim arising out of or relating to:

a. use of other than the then-current, unaltered version of the Product;

19.逾期付款。如隆格在发票日期之后 30 日内未收到发票金额，发票金额即视为已经逾期。逾期金额将按照月利率 1.5%（即年利率 18%）或法律允许的最高利率（以较低者为准）加收利息。未在本条所述期限内付款的，构成严重违约，隆格即免除履行本协议的义务。提前 7 日书面通知您之后，您仍未及时付款的，隆格有权暂停或终止本协议项下授予的许可或维护服务。

20.保密信息。产品及文档（包括作为维护服务组成部分而提供的全部错误纠正、升级及全部其他材料），构成隆格及其许可人的保密信息。除隆格另行明确允许外，您不得在本协议期限内或本协议期满或终止后向任何第三方披露或提供产品或文档。关于维护服务期间或本协议项下您向隆格提供的任何信息，隆格同意予以保密，不会向任何第三方提供该信息，亦不会在根据本协议提供维护服务或许可产品所必要的范围之外使用该信息。您在本条项下的保密义务在本协议期满或终止后持续有效。

21. 免责声明。隆格并未保证产品或服务不存在缺陷或错误。产品及服务是按“现状”提供，关于产品及服务的使用、适合目的、准确性或性能及其产生的结果，隆格并未做出保证。虽然您获得维护服务或适用付费订购许可证，关于您向隆格报告的任何错误，您同意隆格的唯一义务以及您的唯一救济措施，应限于由隆格尽商业合理努力纠正该错误。在法律允许时，本条中的保证取代关于产品及服务的全部其他明示、默示或法定保证，包括适销性、适合特定目的、所有权的保证，且应受约于第 22 条不侵犯第三方权利的约定。

22.第三方侵权索赔。如任何第三方成功主张您使用产品或接受维护服务侵犯了该第三方的著作权，隆格同意为您提供辩护及赔偿，但您应将此类索赔及时通知隆格，向隆格提供对该索赔进行抗辩的控制权，并由隆格承担费用，在该索赔的抗辩和和解中与隆格充分协作。上述义务不适用于以下事由引起或与其相关的任何索赔：

a. 使用的产品不是未经篡改的当时版本；

b. 并未根据本协议或文档使用产品；

c. 将产品与任何非隆格软件、设备或材料一并使用或进行组合，且如果不是因为该使用或组合，本来可以避免上

- b. any use other than in accordance with this Agreement or the Documentation;
- c. any use or combination of a Product with any non-RPM software, equipment or material, if such infringement would have been avoided but for such use or combination;
- d. any third party software or hardware;
- e. any modification or alteration to a Product not made by RPM; or
- f. any use of the allegedly infringing Product after RPM has supplied you non-infringing alternative.

You acknowledge and agree that the foregoing obligation constitutes RPM's sole and exclusive obligation and your sole and exclusive remedy in respect of any claims of infringement of third party rights.

23. Indemnity. You agree to indemnify RPM against any loss or damage RPM may suffer or incur in respect of any claim or action by any User, including any Authorised User who is not your employee, agent or subcontractor, an Approved Entity or any third party, that arises as a result of:

- a. any use of any modifications made by you under clause 9;
- b. use of the Products in combination with other goods or software not specifically approved by RPM;
- c. use of the Products in a manner or for a purpose not reasonably contemplated or authorised by RPM; or
- d. any transaction entered into by you relating to the Products without RPM's consent.

Your indemnity obligations under this clause shall survive the expiration or termination of this Agreement.

24. Indemnity – Unauthorised Users. You agree to indemnify RPM against any loss or damages RPM may suffer or incur in respect of any claim or action by any Unauthorised User who is not your employee or any other third party that arises as a result of use of the Products. Your indemnity obligations under this clause shall survive the expiration or termination of this Agreement.

25. Liability - Products. To the extent permitted by law, RPM's total aggregate liability to you in connection with the Products or the use of the Products for any damages or loss is limited to (i) in respect of any perpetual license – an amount equivalent to the initial perpetual Licence Fee paid; and (ii) in respect of any Subscription License – the amount of the Subscription Fees paid for the twelve month period immediately preceding the point at which the claim arose.

26. Liability - Services. To the extent permitted by law, RPM's total aggregate liability to you in connection with any Services for any damages or loss is limited to an amount equivalent to the amount of the Services Fee paid under this Agreement for the twelve month period immediately preceding the point at which the claim arose.

27. Exclusion. RPM's liability to you and any Authorised User, Approved Entity or third party for any lost profits, revenues, savings, data or goodwill, or for any indirect, consequential, special, exemplary or incidental damages, is expressly excluded.

28. Liability limitation and exclusion. The provisions

述侵权;

- d. 任何第三方软件或硬件;
- e. 隆格之外的人对产品做出任何修订或变更; 或
- f. 隆格向您提供不侵权替代方案之后, 仍使用涉嫌侵权的产品。

您确认并同意, 关于侵犯第三方权利的任何索赔, 上述义务构成隆格的唯一义务以及您的唯一救济措施。

23. 赔偿。如因任何用户提起的与以下事由相关的任何索赔或诉讼, 导致隆格遭受或发生任何损失或损害的, 您同意为隆格提供赔偿, 这包括不属于您员工、代理人或分包商的任何授权用户、获批实体或任何第三方:

- a. 使用第 9 条项下您做出的任何修订;
- b. 将产品与隆格并未明确批准的其他货物或软件一并使用;
- c. 使用产品的方式或目的并非隆格合理预期或授权的方式或目的; 或
- d. 未经隆格同意, 您达成与产品相关的任何交易。

您在本条项下的赔偿义务在本协议期满或终止后持续有效。

24. 赔偿——未授权用户。如因不属于您员工的任何未授权用户或任何其他第三方提出与产品使用相关的任何索赔或诉讼, 导致隆格遭受或发生任何损失或损害的, 您同意为隆格提供赔偿。您在本条项下的赔偿义务在本协议期满或终止后持续有效。

25. 责任——产品。如法律允许的, 隆格向您承担的与产品或使用产品相关的全部损害或损失赔偿责任应限于以下金额: (i)关于任何永久性许可——等于支付的初始永久性许可费; 以及(ii)关于任何订购许可——就紧接索赔产生之前 12 个月而支付的订购费。

26. 责任——服务。如法律允许的, 隆格向您承担的与任何服务相关的全部损害或损失赔偿责任, 应限于就紧接索赔产生之前 12 个月而支付的本协议项下的服务费。

27. 免责。隆格向您及任何授权用户、获批实体或第三方承担的关于任何利润、收入、节约、数据或商誉损失或任何间接、附随、特殊、承接或偶然损害的责任, 均明确予以免除。

28. 责任限制与免除。第 25、26 及 27 条适用于与该等责任

clauses 25, 26 and 27 apply to any cause of action in respect of such liability including breach of contract, breach of statutory duty, tort (including negligence) or otherwise and shall survive the expiration or termination of this Agreement.

29. Representations. You warrant that you have not relied on any representation made by RPM which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by RPM. You acknowledge that to the extent RPM has made any representation which is not otherwise expressly stated in this Agreement, you have been provided with an opportunity to independently verify the accuracy of that representation.

30. Termination. RPM may terminate this Agreement immediately by written notice if you or any Authorised User use the Products in breach of this Agreement. Upon such termination, the licenses granted herein will automatically terminate and you must uninstall the Products, deliver to RPM (or, at RPM's option destroy) all copies of the Products and the Documentation under your, and all Authorised User's, possession or control and deliver to RPM a certificate stating that all copies of the Products have been removed and returned or destroyed.

31. Implied terms. RPM expressly excludes any implied terms in respect of the Products, Documentation or Services, including, without limitation, any implied term, guarantee or warranty as to fitness for purpose. Where legislation implies into this Agreement any guarantee, condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under such guarantee, condition or warranty, the guarantee, condition or warranty shall be deemed to be included in this Agreement. However, RPM's liability for any breach of such guarantee, condition or warranty shall be limited, at RPM's option, to one or more of the following:

- a. if the breach relates to goods, the replacement or repair of the goods, the supply of equivalent goods or the payment of the cost of replacing or repairing the goods or of acquiring equivalent goods; or
- b. if the breach relates to services, the supplying or cost of having supplied the services again

32. Dispute resolution. In the event of any dispute, claim, cause of action, disagreement or "pass-through" claim for indemnification and/or contribution arising from or relating to this Agreement, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties.

If the parties cannot reach a resolution of the matter within 30 days, either party is entitled to submit the dispute to the Beijing Intellectual Property Court (the "**Court**"). The Court shall order the losing party to bear reasonable proportion of the fees and costs relating to the dispute, including staff time, attorneys' and other professional fees and costs and other claim related expenses. Without prejudice to the foregoing, CLIENT acknowledges that monetary damages are not a sufficient remedy for RPM for any breach under this AGREEMENT, and that RPM is entitled to seek an order for continuing performance or injunctive relief (as

相关的任何诉由, 包括违约、违反法定义务、侵权（包括过失）或其他诉由, 并且在本协议期满或终止后持续有效。

29. 声明。您保证, 您并未依赖隆格在本协议中明确约定之外做出的任何声明, 或依赖任何文件中的任何描述、图解或说明, 包括隆格制作的产品目录或宣传资料。您确认, 如隆格做出本协议明确约定之外的任何声明的, 您已有机会独立核实该声明的准确性。

30. 终止。如您或任何授权用户违反本协议使用产品的, 隆格有权立即书面通知后解除本协议。解除之后, 本协议中授予的许可应立即终止, 您必须卸载产品, 向隆格交付您及全部授权用户占有或控制的产品及文档的全部复制品, 并向隆格交付一份证明书, 指明产品的全部复制品均已移除及返回或销毁。

31. 默示条款。隆格明确排除与产品、文档或服务相关的任何默示条款, 包括但不限于任何默示期限、担保或与适合目的相关的保证。如法律规定本协议中应适用任何默示担保、条件或保证, 且法律禁止合同排除或修改该默示担保、条件或保证的适用或其项下责任的, 则该担保、条件或保证应视为纳入本协议。但根据隆格的选择, 隆格违反该担保、条件或保证时应限于承担以下一项或多项责任:

- a. 如违反涉及货物的, 应替换或维修货物, 供应同等货物, 或支付替换或维修货物或取得同等货物的费用; 或
- b. 如违反涉及服务的, 重新提供服务, 或支付委托第三方重新提供服务的费用。

32. 争议解决。就因本协议产生的或者与本协议有关的争议、索赔、诉由、争执或者“转嫁类”赔偿和/或分担额要求, 双方应彼此善意协商及磋商, 根据其共同利益努力达成令双方满意的公正且公平的解决方案。

如果双方未能在 30 天内就争议事项达成一致意见, 则任何一方均有权将争议提交北京知识产权法院 (“**知识产权法院**”) 审理。知识产权法院应当判决败诉方按合理的比例承担该等争议所产生的相关费用和成本, 包括员工的时间、律师以及其他专业人员的费用和支出以及其他与诉求相关的费用。在不对上述事项造成影响的情况下, 客户确认损害赔偿金并不能构成因违反本协议义务而对隆格造成的损失之充分救济, 而且隆格有权就违反本协议或者可能出现的违反本协议的行为向知识产权法院或其它任何有权管辖的法院寻求继续履行的命令或者禁止令救济 (视情况而定)。

appropriate) from the Court or any other competent court for any breach or threatened breach thereof.

33. Delays. RPM is not responsible to you or anyone else for any failure to provide the Products or any of the Services if the failure is due to a cause outside RPM's control. RPM will tell you if there is a delay that will affect the Products or any of the Services and the cause of the delay.

34. Governing law. This Agreement is governed by the laws of the Peoples Republic of China. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

35. Notices. Notices under this Agreement must be in writing and delivered to the addressee.

36. Assignment. You may not assign, novate or sublicense this Agreement or any of your rights or obligations under this Agreement without RPM's prior written consent. RPM may consent to the assignment or novation of this Agreement by you subject to any conditions it chooses to impose. RPM may assign this Agreement and any of its rights and obligations under this Agreement. Any change of control of the Customer shall be deemed to be an assignment requiring the consent of RPM under this clause.

37. Entire Agreement. This Agreement sets out the entire understanding of the parties with respect to the subject matter hereof. You agree that any terms and conditions attached to, contained within or referenced in any purchase order you may issue, regardless of when such purchase order may be issued, do not and will not apply to the subject matter of this Agreement.

38. Severability. If any provision of this Agreement is held to be illegal or unenforceable, then the remainder of this Agreement has full force and effect and the parties will in good faith negotiate to replace the illegal or unenforceable term with a term which carries out the parties' intentions to the greatest lawful extent.

39. Amendment. This Agreement may not be modified or amended except in a writing signed by both parties.

40. No Waiver. A provision of this Agreement or a right created under it may not be waived except in writing, signed by the party to be bound. No waiver of any breach will be construed to be a waiver of any subsequent breach of the same or any other provision.

41. Publicity. You consent to RPM naming your organisation, using your organisation's logo, and providing a general description of the Products used by you in any marketing material issued by RPM.

42. Ethical Business Practices and Export Control. The parties themselves and on behalf of their owners, affiliates, directors, officers, employees, agents or intermediaries warrant that they do not and will not directly or indirectly pay, offer to pay, promise to make, solicit or accept bribes, secret commissions or other improper payments or benefits or authorise the payment of any monetary funds or things of value, or the provision of any services, directly or indirectly, to employees of the parties or to any other related persons; or to any other persons (including public, government and municipal officers) affecting acts /

33.逾期。如因隆格不能控制的原因导致未提供产品或任何服务的，隆格不向您或任何其他人承担责任。如发生影响产品或任何服务的逾期的，隆格将向您告知该情形以及逾期的原因。

34. 适用法律。本协议应适用中华人民共和国法律。《联合国国际货物买卖合同公约》不适用于本协议。

35. 通知。本协议项下的通知必须采取书面形式，并发送给收件人。

36. 转让。未经隆格事先书面同意，您不得转让、更替或分许可本协议或本协议项下您的任何权利或义务。在受约于隆格规定的任何条件的前提下，隆格可以同意您对本协议的转让或更替。隆格有权转让本协议及本协议项下其任何权利义务。客户控制权的任何变更应视为本条项下须经隆格同意的转让。

37. 完整协议。本协议构成双方之间与本协议标的相关的完整谅解。您同意，您发出的任何订购单所附、包含或提及的任何条款和条件不适用于本协议标的（无论何时发出该订购单）。

38. 可分割性。如本协议任何条款被认定非法或不能执行，本协议其余条款仍应有效，双方应基于善意进行协商，使用在最大合法范围内实现双方意图的条款替代该非法或不能执行的条款。

39. 修订。未经双方签署书面文件，本协议不得作出任何修订。

40. 非弃权。除弃权方签署书面文件外，本协议任何条款或本协议项下创设的权利不得放弃。免除任何违约行为的责任，不得免除今后违反相同或任何其他条款的违约行为的责任。

41. 宣传。您同意隆格可以在隆格发布的任何营销材料中提及您机构的名称、使用您机构的标识以及概述明您使用的产品。

42. 商业道德及出口管制。双方自己并代表其所有人、关联人、董事、高管、员工、代理人或中间人保证，其并未且不会直接或间接向双方的员工或任何其他相关人士，或向影响前述人士行为/不作为或决定的任何其他人（包括公共、政府及市政官员）支付、许诺支付、承诺提供、索取或接受贿赂、秘密佣金或其他不正当款项或利益，或授权支付任何金钱或有价值物项，或提供任何服务，以便取得任何不正当利益或获取任何业务，包括为自己或为其代表的当事人或为任何其他非法目的。双方自己并代表其所

omissions or decisions of these persons in order to gain any undue advantages or secure any business, either personally or on behalf of the party they represent or to any other illegal aims. The parties themselves and on behalf of their owners, affiliates, directors, officers, employees, agents or intermediaries warrant that they do not and will not directly or indirectly pursue actions that under any legislation applicable to this Agreement (including but not limited to the laws governing this Agreement under clause 34 and the laws of the United States of America, the United Kingdom and/or Australia) are determined as active / passive bribery or corrupt business practices, or pursue actions violating the applicable legislation and international instruments on combating legalisation (laundering) of illegally gained income. The parties agree that they will also take measures to prevent such actions by their affiliates, employees and intermediaries. Without limiting any other clause of this Agreement, RPM may refuse to deliver a Product, and may immediately terminate this Agreement if the Product is used or proposed to be used at any site that is illegal, sanctioned or otherwise restricted, by any regulations administered by the Commonwealth of Australia, US Department of Treasury's Office of Foreign Assets Control (OFAC), the export administration regulations (EAR) administered by the US Department of Commerce's Bureau of Industry and Security (BIS) or similar; or if you or any of your agents, officers, directors, or employees are identified as being engaged in proliferation or as a restricted party on any of the lists maintained by the Australian or US Government including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List, Non-proliferation Sanctions and General Order 3 to Part 736. In case any of the parties has any suspicion that violation of any of the provisions of this clause has occurred or may occur, the party shall give written notification to the other party. Upon written notification, the party has the right to withhold performance of its obligations under this Agreement until a confirmation that the violation has not occurred or will not occur is obtained. The other party shall provide such confirmation within ten working days upon the receipt of the written notification. In the written notification the party shall refer to facts or provide reliable materials confirming or giving reason to believe that violation of any of the provisions of this clause has occurred or may occur by the other party, its affiliates, employees or intermediaries, expressed in actions that under any applicable legislation are determined as active / passive bribery or corrupt business practices, or in actions violating any applicable legislation and international instruments on combating legalisation of illegally gained income. The obligation of the parties to refrain from committing any wrongful acts specified in this clause is an essential condition of the Agreement. If one of the parties commits any wrongful act specified in this clause, and / or if the other party, within the legal time limit, does not receive a confirmation that the violation has not occurred or will not occur, the other party shall have the right to unilaterally terminate this Agreement in full or in part by giving written notification of termination. The defaulting party shall defend, indemnify, and hold harmless the other parties from and against any claims, losses and liabilities resulting from any breach of the obligations detailed in this clause. The obligations under this section shall survive the

有人、关联人、董事、高管、员工、代理人或中间人保证，其并未且不会实施根据本协议适用法律（包括但不限于根据第 34 条适用于本协议的法律，美国、英国和/或澳大利亚的法律）认定为积极/消极贿赂或腐败的行为，亦不会实施违反关于打击非法所得（洗钱）的适用法律及国际文件的行为。双方同意，其也将采取措施，防止其关联人、员工及中间人实施上述行为。不限制本协议任何其他条款的前提下，在以下情形中，隆格可以拒绝交付产品，且可以立即解除本协议：如根据澳大利亚、美国财政部海外资产控制办公室执行的任何法规，美国商务部工业安全局执行的任何出口管理法规或类似法律，在任何场所使用或计划使用产品构成非法、被禁止或受到其他限制的；您或您的任何代理人、高管、董事或员工被认定从事澳大利亚或美国政府管理的任何名单上的扩散行为，或被指定为该名单中的受限制方，包括但不限于遭禁人士名单、未经证实名单、实体名单、特别指定国民名单、禁止贸易方名单、不扩散制裁及一般命令第 3 号至 736 部分。如任一方怀疑对方已经或可能发生违反本条任何约定的情形的，该方应书面通知对方。经书面通知，该方有权停止履行本协议项下义务，直至取得对方并未或不会发生该违反情形的确认。对方应在收到书面通知后 10 个工作日内做出该确认。在书面通知中，该方应提述其有理由认为对方、其关联人、员工或中间人已经或可能发生违反本条任何约定的事实或可靠材料，即根据任何适用法律，认定为积极/消极贿赂或腐败行为，或违反打击非法所得的任何适用法律及国际文件。本条中双方不得实施任何不正当行为的义务构成本协议的根本条件。如一方实施本条中指明的任何不正当行为，和/或对方在法定期限内，并未收到没有或不会发生违反行为的确认，对方有权书面通知后单方面解除本协议之全部或部分。违约方同意就违反本条义务引起的任何索赔、损失和责任向对方提供辩护及赔偿，使对方不致因此遭受损害。本条项下的义务在本协议届期或解除后存续有效。

termination or expiration of this Agreement.

43. Open Source. The Products may include or incorporate third party source code or software which is licensed under the open source initiative licenses including but not limited to Apache, BSD, GNU General Public License (GPL), GNU Library or “lessor” General Public License (LGPL), MIT license, Mozilla Public License, Common Development & Distribution License, Eclipse Public License, Boost Software License, zlib/libpng license (Zlib) and any other similar royalty-free/open source license(collectively, the Open Source Licenses and Open Source Software). Wherever Open Source Software is provided RPM shall use reasonable endeavours to identify the Open Source Software and applicable Open Source License that applies in the Documentation provided with the Product. This Agreement does not modify or abridge any rights or obligations you may have in Open Source Software under applicable Open Source Licenses. Any use of Open Source Software outside of your licensed use of applicable Product is subject to the rights and obligations under such third party technology’s Open Source License. Open Source Software programs that are separate from RPM Products are provided as a courtesy to you and are licensed solely under the relevant Open Source License

44. Language. Unless otherwise agreed with RPM, reference to any Product or Documentation refers to the non-localised English language version of that Product or Documentation.

45. Counterparts and Translation. This Agreement may be executed in two bi-lingual original counterparts with English and Chinese language texts. In the event of any dispute between the English and Chinese texts, the English language text shall prevail.

46. Definitions. The following terms when used in this Agreement have the following definitions

“**Approved Entity**” means the entities advised by you to RPM at the time of purchase of the Products.

“**Asset**” means an item of equipment or property owned or controlled by the Customer the details of which are being controlled, stored, managed or maintained by a licensed RPM Product.

“**Asset Licenses**” means a Product licensed that is restricted to a specified number of Assets as agreed with RPM.

“**Authorised Distributor**” means a third party partner authorised by RPM to distribute the Products and/or provide the Maintenance Services and or issue the Invoice for payment of the Licence Fee and Maintenance Fee to you which may include RPM, an Authorised Distributor, a related company within the RPM group of companies or any other third party approved by RPM as disclosed by RPM to you.

“**Authorised User**” means any Users that use, access, display, run, or otherwise interact with the Product at any given time.

“**Commencement Date**” means the commencement date as set out in any Product Schedule entered into with RPM or otherwise is the date you purchase the Product from RPM.

43. 开源。产品可能包含或采纳根据开源促进会许可证而许可的第三方源代码或软件，包括但不限于 Apache, BSD, GNU General Public License (GPL), GNU Library 或 “lessor” General Public License (LGPL), MIT license, Mozilla Public License, Common Development & Distribution License, Eclipse Public License, Boost Software License, zlib/libpng license (Zlib)及任何其他类似的免使用费/开源许可证（开源许可证及开源软件）。无论在何处提供开源软件，隆格应尽合理努力在随同产品提供的文档中指明适用的开源软件及相关开源许可证。本协议并未修订或减少您根据相关开源许可证在开源软件中的任何权利或义务。在您被许可使用相关产品的范围之外使用开源软件，应适用上述第三方技术开源许可证项下的权利义务。与隆格产品独立的开源软件程序是免费向您提供，并仅根据相关开源许可证授予许可。

44. 语言。除与隆格另行约定外，提述的任何产品或文档是指该产品或文档非本地化的英语版本。

45. 副本及翻译。本协议可以签署两份英文与中文的双语原件。如英文与中文文本之间存在任何歧义，以英文版本为准。

46. 定义。本协议中使用的以下用语定义如下。

“**获批实体**”，是指购买产品之时，您向隆格告知的实体。

“**资产**”，是指客户拥有或控制的设备或财产，并且其详细情况是由许可的隆格产品控制、储存、管理或维护。

“**资产许可证**”，是指限于与隆格约定数量的资产而许可的产品。

“**授权分销商**”，是指隆格授权的第三方合作伙伴，负责分销产品和/或提供维护服务，和/或向您开具许可费及维护费发票，可以包括隆格、授权分销商、隆格集团公司内的关联公司或隆格向您披露的经隆格批准的任何其他第三方。

“**授权用户**”，是指在任何指定时间内使用、访问、展示、运行产品或以其他方式与产品互动的任何用户。

“**生效日**”，是指与隆格达成的任何产品明细表中指明的开始生效日期，或您向隆格购买产品的其他日期。

“Concurrent User” means the number of Authorised Users of a Product that may concurrently access the Product at any one moment in time.

“Computer” means any personal computer, workstation or server containing one or more central processing units and/or one or more graphic processing units.

“Documentation” means the user guides and manuals for installation and use of the Products that RPM provides to you.

“Dongle” means in respect of a Single User software Product a hardware device provided with the Product that is required to operate the Product.

“Error” means a reproducible defect in a Product that results in a failure of the Product, when used in accordance with RPM’s instructions, to function substantially in accordance with the Product’s specifications. An Error does not include any failure to achieve a particular result, target or solution.

“Error Correction” means either (a) a bug fix, patch, work around or other modification for a Product that corrects an Error or (b) a procedure or routine for a Product that eliminates the practical adverse effect of an Error.

“Hosting Services” means RPM providing access to the licensed Product by way of making the Product available over the Internet for use by the Customer by RPM installing the Product on infrastructure owned or operated by RPM or a third party supplier. The Product is not installed on infrastructure owned or operated by the Customer.

“Intellectual Property” includes all present and future rights conferred by statute, common law or equity in or in relation to any copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trade marks, designs, circuit layouts, business and domain names and all other proprietary rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

“Licence Fee” means the licence fee for the Products, as set out in any Product Schedule entered into with RPM or otherwise is the fee you have agreed with RPM to pay for use of the Products.

“License Term” is the period as set out in any Product Schedule entered into with RPM or otherwise is in the absence of agreement otherwise with RPM shall be perpetual.

“Location License” means a Product licensed that is restricted to use at a nominated Customer location which can be a Customer operation/site or collection of operations/sites as specified in the relevant Product Schedule.

“Maintenance Fees” means those amounts payable by you for the provision of Maintenance Services, as set out in any Product Schedule entered into with RPM or otherwise as agreed at the time of purchase and adjusted annually in accordance with the terms of this Agreement

“Maintenance Services” means the support and maintenance services for Products that RPM provides to you under this Agreement as detailed in either Schedule 1

“并发用户”，是指在任何时刻同时使用某产品的授权用户的人数。

“电脑”，是指包含一个或多个中央处理单位和/或一个或多个图形处理单位的任何个人电脑、工作站或服务器。

“文档”，是指隆格向您提供的关于安装及使用产品的用户指南及手册。

“软件狗”，就个人用户软件产品而言，是指随同产品提供的，运行产品时所必要的硬件设施。

“错误”，是指产品中可重现的缺陷，导致根据隆格说明使用产品时，产品未能实质上按照产品说明书运行。错误不包括未实现特定结果、目标或方案。

“错误纠正”，是指(a)更正产品错误的修复、补丁、工作站或其他修订；或者(b)消除错误实际不利影响的产品程序或例程。

“托管服务”，是指隆格通过在互联网上提供产品的方式，由客户使用许可产品，即隆格将产品安装在隆格或第三方供应商拥有或运营的基础设施之上，而并未安装在客户拥有或运营的基础设施上。

“知识产权”，是指成文法、普通法或衡平法赋予的且在工业、商业、科学、文学或艺术领域内智力活动引起的，关于任何著作权、发明相关的专有权（专利）、注册及未注册商标、外观设计、电路布图、商号及域名、全部其他专有权的全部现有及将来的权利。

“许可费”，是指与隆格达成的任何产品明细表中指明的产品许可费用，或您与隆格同意的为了使用产品而支付的费用。

“许可期限”，是指与隆格达成的任何产品明细表中指明的期间，或没有与隆格约定时，该期限应为永久期限。

“地点许可证”，是指限于指定客户地点使用的许可产品，该地点可以是相关产品明细表中指明的客户的经营地/场所或若干经营地/场所。

“维护费”，是指与隆格达成的任何产品明细表中指明的您就维护服务而应付的款项，或购买维护服务时另行约定的费用，该费用应根据本协议条款按年调整。

“维护服务”，是指隆格根据本协议向您提供的产品支持及维护服务，详见附件 1（“标准支持”）或附件 2（“扩展支持”），在产品明细表中选定，或者，如未选

(“**Standard Support**”) or Schedule 2 (“**Extended Support**”) as selected in the Product Schedule or in the absence of such selection Standard Support.

“**Minimum Hardware Requirements**” means the minimum requirements for equipment on which the Products are licensed to run, as notified by RPM to you from time to time.

“**Named Users**” means the number of specifically named and identifiable Authorised Users that may access the Software;

“**Non-Error**” has the same meaning given to that term in Schedule 1 to this Agreement.

“**Products**” means the object code versions of the computer software products agreed to be licensed by RPM to you (including any Products expressly set out in any Product Schedule entered into with RPM) and may include a Dongle (if any), and the term Product includes the object code versions of any Error Corrections or Upgrades for those products supplied to you under this Agreement.

“**Product Schedule**” means a schedule executed by the parties which if entered into forms the Agreement as detailed in clause 1.

“**Schedule of Triage**” means the schedule of triage set out in Schedule 2 to this Agreement.

“**Server License**” means a Product that is installed and running on a server owned or controlled by the Customer that Authorised Users of that Customer are licensed to access. A separate server license is required for each production instance of the Product running on the server including any virtual machine instance.

“**Services**” means the Maintenance Services and/or Hosting Services agreed to be performed by RPM as specified in a Project Schedule

“**Services Fees**” means those amounts payable by you for the provision of any Maintenance Services and/or Hosting Services as set out in any Product Schedule entered into with RPM or otherwise as agreed at the time of purchase and adjusted in accordance with the terms of this Agreement.

“**Single User**” means a specified number of Users of a Product that may access a single installation of a Product on a Computer which may be accessed by a single User using the supplied Dongle.

“**Site License**” means a Product that is restricted to use with Users located at and/or performing work related to a specified Customer site or operation.

“**Source Code**” means the human-readable version of a software Product that can be compiled into executable code.

“**Subscription License**” means a license granted by RPM under an ongoing regular payment structure (the “**Subscription Fee**”) that allows the Customer to access and use a specific Product for a specific period of time at a set price per Location, Server, Site, User or Asset and under which the Customer’s rights to use and access the Software cease upon conclusion of the relevant

定的，则为标准支持。

“最低硬件要求”，是指运行许可产品的设备的最低要求，由隆格不时向您通知。

“指定用户”，是指可以使用软件的明确指定身份的授权用户的人数。

“非错误”，见本协议附件 1 赋予的涵义。

“产品”，是指隆格同意向您许可的电脑软件产品的目标代码版本（包括与隆格签订的任何产品明细表中指明的任何产品），且可能包括软件狗（如有），“产品”一语包括根据本协议向您提供的该等产品任何错误纠正或升级的目标代码版本。

“产品明细表”，是指双方签署的构成协议的一份明细表，详见第 1 条。

“分类表”，是指本协议附件 2 中的分类表。

“服务器许可证”，是指在客户拥有或控制的，允许客户授权用户使用的服务器内安装及运行的产品。在服务器上运行的每个产品实例均需要单独的服务器许可证，包括任何虚拟机器。

“服务”，是指项目附件中指定的隆格同意履行的维护服务和/或托管服务。

“服务费”，是指与隆格达成的任何产品明细表中指定的您就维护服务和/或托管服务而应付的款项，或购买该等服务时另行约定的费用，该费用应根据本协议条款调整。

“个人用户”，是指在使用软件狗的个人用户可以访问的电脑之上，可以使用一项安装产品的产品用户的人数。

“场所许可证”，是指限于指定客户场所或经营地之内，和/或履行与指定客户场所或经营地相关工作的用户使用

的产品。

“源代码”，是指软件产品的人工可读版本，可以编译为可执行代码。

“订购许可证”，是指基于持续定期付款模式（“订购费”），隆格授予的许可证，允许客户按照基于地点、服务器、场所、用户或资产的确定价格，在特定期限内访问并使用特定产品，在该许可证项下，相关订购期限结束时，客户使用及访问软件的权利即告终止（续展该期限的除外）。

subscription term unless that term is renewed.

“Tax” means any tax, levy, impost, deduction, charge, rate, duty or withholding which is levied or imposed by a government authority (local, State, Federal or otherwise) from time to time, including any stamp, value added, goods and services or transaction tax, duty or charge, excluding taxes on profit or capital gains.

“Third Party Product” means a software Product owned or licensed by a third party other than RPM.

“Unauthorised User” means any User that is not specifically authorised to use the Product.

“Upgrade” means a revision or release of a Product that RPM generally releases to its end user customers receiving Maintenance Services from RPM. An Upgrade does not include a release of another product or module that is not part of the Product licensed to you.

“User” means a natural person using the Products to perform activities related to their employment furthering your internal business purposes.

“User Licenses” means a Product licensed that is restricted to a specified number of Concurrent Users, Named Users or Single Users as agreed with RPM.

47. Interpretation.

47.1 Reference to:

- a. one gender includes the others;
- b. the singular includes the plural and the plural includes the singular;
- c. a person includes a body corporate;
- d. a party includes the party's executors, administrators, successors and permitted assigns;
- e. a statute, regulation or provision of a statute or regulation (“Statutory Provision”) includes:
 - i. that Statutory Provision as amended or re-enacted from time to time; and
 - ii. a statute, regulation or provision enacted in replacement of that Statutory Provision; and
- f. money is to Australian dollars, unless otherwise stated.

47.2 “Including” and similar expressions are not words of limitation.

47.3 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

47.4 Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.

47.5 A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

47.6 If a party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly.

47.7 An obligation, representation or warranty in favour of more than one person is for the benefit of them separately

“税收”，是指任何政府机构（地方、州、联邦或其他级别的机构）不时征收的任何税费、扣除额或扣缴额，包括任何印花税、增值税、货物及服务税或交易税、关税或收费，不包括所得税或资本利得税。

“第三方产品”，是指隆格之外的第三方拥有或许可的软件产品。

“未授权用户”，是指未明确被授权使用产品的任何用户。

“升级”，是指隆格向其提供维护的全部最终用户发布的产品修订或版本。升级不包括不属于向您许可的产品组成部分的其他产品或模块。

“用户”，是指为了支持您的内部经营，将产品用于履行与其聘用工作相关活动自然人。

“用户许可证”，是指限于与隆格约定数量的并发用户、指定用户或个人用户而许可的产品。

47.解释。

47.1 提述的以下用语适用以下解释：

- a. 一种性别的用语包括其他性别；
- b. 单数用语包括复数，反之亦然；
- c. “人”包括法人；
- d. 一方包括该方的遗嘱执行人、遗产管理人、继受人及获许受让人；
- e. 法律法规或法律法规的规定（“法律规定”）包括：
 - i. 经过不时修订或重新制定的该法律规定；以及
 - ii. 取代该法律规定而制定的法律、法规或规定；以及
- f. 除另有说明外，款项是指美元。

47.2 “包括”及类似用语并非限定性用语。

47.3 如某个单词或用语被赋予特定涵义，该单词或用语的其他语态及语法形式应具有相应涵义。

47.4 条款标题与索引目录仅供方便参考，不构成本协议组成部分，亦不影响本协议的解释。

47.5 不得仅因一方负责拟定本协议或将任何条款纳入本协议，而对本协议该条款做出对该方不利的解释。

47.6 如一方包括多人的，该协议应单独约束其中每一人，且共同约束其中任何两人或多人。

47.7 以多人作为受益人而承担的义务或做出的承诺、声明，由其享有个别及共同利益。

and jointly.

47.8A party which is a trustee is bound both personally and in its capacity as a trustee.

48. No Standard-form Contract. You acknowledge and agree that (a) you have fully read and understood this Agreement which is not a standard-form contract; (b) you have had the opportunity to consult and discuss this Agreement with your legal counsel; and (c) you have freely and voluntarily accepted the terms of this Agreement intending to be legally bound hereby.

47.8 作为受托人的一方应当同时以自己的身份并以受托人身份受本协议约束。

48. 非格式合同。您承认并同意(a)您已完全阅读并理解并非格式合同的本协议；(b)您已有机会咨询和与您的法律顾问讨论本协议；以及(c)您自由地和自愿地接受了本协议的条款，并意图在法律上受其约束。