LITEPOINT

END USER LICENSE AGREEMENT

最終使用者授權合約

THIS SOFTWARE END USER LICENSE AGREEMENT (**"AGREEMENT"**) IS A LEGAL AGREEMENT BETWEEN CUSTOMER (EITHER AN INDIVIDUAL OR, AS SET FORTH BELOW, AN ENTITY) AND LITEPOINT CORPORATION (**"LITEPOINT"**) REGARDING THE USE OF LITEPOINT'S SOFTWARE (AND RELATED DOCUMENTATION) ACCOMPANYING THIS AGREEMENT AND PROVIDED BY LITEPOINT IN CONNECTION WITH THE LITEPOINT TESTING SYSTEM (**"LITEPOINT SYSTEM"**), WHETHER SUCH SOFTWARE IS PRE- INSTALLED ON THE HARDWARE COMPRISING THE LITEPOINT SYSTEM; SUPPLIED ON A SEPARATE MEDIUM SUCH AS A CD OR MADE AVAILABLE FOR DOWNLOAD BY LITEPOINT THROUGH ITS WEBSITE AND ANY UPDATES TO ANY OF THE FOLLOWING MADE AVAILABLE BY LITEPOINT (COLLECTIVELY **"SOFTWARE"**). IF YOU ARE AN EMPLOYEE OR AGENT OF ANOTHER NATURAL PERSON OR A LEGAL ENTITY WHICH IS THE ACTUAL PURCHASER OF THE LITEPOINT SYSTEM AND SOFTWARE LICENSE (**"CUSTOMER"**), OR THE EMPLOYEE OR AGENT OF A CUSTOMER AFFILIATE, YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO ACCEPT AND TO BIND CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. **"AFFILIATE"** MEANS ALL CURRENT AND FUTURE BUSINESS ENTITIES OF WHICH CUSTOMER OWNS, DIRECTLY OR INDIRECTLY, MORE THAN FIFTY PERCENT (50%) OF THE VOTING SECURITIES. ANY SUCH ENTITY SHALL BE CONSIDERED AN AFFILIATE FOR ONLY SUCH TIME AS CUSTOMER CONTINUES TO OWN SUCH EQUITY INTEREST. BEFORE CLICKING ON THE "I ACCEPT AND AGREE" BUTTON AT THE END OF THIS DOCUMENT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT AND AGREE" BUTTON, CUSTOMER IS AGREEING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "I DECLINE" BUTTON AND THE SOFTWARE WILL NOT BE AVAILABLE FOR INSTALLATION. IF CUSTOMER IS DECLINING TO ENTER THIS AGREEMENT IN CONNECTION WITH THE INITIAL PURCHASE OF THE LITEPOINT SYSTEM, CUSTOMER MAY RETURN THE UNUSED LITEPOINT SYSTEM AND ALL ACCOMPANYING MATERIALS (INCLUDING ALL SOFTWARE AND DOCUMENTATION) TO LITEPOINT FOR A FULL REFUND OF THE PURCHASE PRICE THEREFOR. CUSTOMER UNDERSTANDS AND AGREES THAT ANY USE OF THE SOFTWARE BY CUSTOMER SHALL CONSTITUTE ITS ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

本軟體最終使用者授權合約 (下稱「**合約**」) 為客戶 (個人或如下所述的實體) 與 LITEPOINT 公司 (下稱「**LITEPOINT**」) 簽訂的法律合約，內容規範 LITEPOINT 軟體 (及相關說明文件) 之使用，該軟體隨附於本合約，並由 LITEPOINT 提供，且關聯於 LITEPOINT 測試系統 (下稱「**LITEPOINT 系統**」)，不論該軟體是否預先安裝於包含 LITEPOINT 系統的硬體上，或是以單獨媒體 (例如 CD) 提供，或由 LITEPOINT 開放於網站下載，以及 LITEPOINT 提供的更新 (合稱「**約定軟體**」)。如果您是實際購買 LITEPOINT 系統及軟體授權之其他自然人或法律實體(下稱「**客戶**」)的員工或代理人，或為客戶關係企業的員工或代理人，您特此聲明並保證您具有權限及授權，可接受並約束客戶遵守本合約之條款。「**關係企業**」是指客戶目前和未來直接或間接擁有超過百分之五十 (50%) 表決權證券之所有商業實體；此類實體僅在客戶持續持有該等權益的期間內視為關係企業。點擊本文件末尾的「我接受並同意」按鈕之前，請仔細閱讀本合約條款，一旦點選「我接受並同意」按鈕，即表示客戶同意遵守本合約並成為本合約之締約方。客戶如不同意本合約所有條款，請點擊「我拒絕」按鈕，此時將無法安裝約定軟體。如

果客戶初次購買 LITEPOINT 系統時拒絕簽訂本合約，客戶可將未使用的 LITEPOINT 系統和所有隨附資料 (包括所有軟體和說明文件) 返還 LITEPOINT 並取得全額退款。客戶理解並同意，客戶使用約定軟體均構成其接受並同意受本合約條款的約束。

1. GRANT OF RIGHTS & CONFIDENTIAL INFORMATION.
1. 權利授予和機密資訊

A. System Software. Subject to the terms and conditions of this Agreement, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to use the object code version of any software either pre-installed on the LitePoint System or intended for use on the LitePoint System (**"System Software"**) for Customer's internal business purposes solely as installed on and in conjunction with Customer's use of the relevant LitePoint System. Customer agrees that this Agreement will apply to any permitted use of System Software with other LitePoint System units acquired by Customer.

A. 系統軟體：根據本合約條款，LitePoint 授予客戶一個人、非專屬、不可轉授權且不可轉讓 (下第 10 條載明者除外) 之權利及授權，可使用任何軟體的目的碼版本，無論軟體是預先安裝於包含 LITEPOINT 系統，或旨在於 LitePoint 系統時使用 (下稱「**系統軟體**」)，系統軟體僅供客戶內部業務目的使用，且客戶必須一併結合 LitePoint 系統，在系統上安裝後使用。客戶同意，本合約將適用於與客戶購買之其他 LitePoint 系統單位，結合使用系統軟體之獲准用途。

B. Application Software. "Application Software" means LitePoint Software intended for use on peripheral computer hardware (i.e. non-LitePoint System hardware). The Application Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device of any type) of that computer hardware. Subject to the terms and conditions of this Agreement, if Customer has purchased one (1) Application Software license, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to install and use one (1) copy of the relevant Application Software in object code format, for internal purposes only, on only one computer, owned or controlled by Customer, at Customer's site and solely in connection with Customer's use of one or more LitePoint Systems. Subject to the terms and conditions of this Agreement, if Customer has purchased multiple Application Software licenses, LitePoint grants Customer a personal, non-exclusive, non- sublicensable and non-transferable (except as set forth under Section 10 below) right and license to install and use as many copies of the relevant Application Software as Customer has licenses in object code format, for internal purposes only, on computers owned or controlled by Customer at Customer's site(s) and solely in connection with Customer's use of one or more LitePoint Systems. Subject to the terms and conditions of this Agreement, if Customer has purchased an Application Software site license, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to install and use the relevant Application Software in object code format, for internal purposes only, on computers owned or controlled by Customer and Customer Affiliates at Customer and Customer Affiliates' sites and solely in connection with Customer's use of one or more LitePoint Systems. Customer shall make reasonable efforts to notify and inform its employees, agents and Affiliates having access to the Application Software of Customer's limitations, duties and obligations regarding use of the Application Software. Customer may make one (1) copy the relevant Application Software for back-up or archival purposes.

B. 應用程式軟體：「應用程式軟體」是指旨在於週邊電腦硬體上 (即非 LitePoint 系統硬體) 使用的 LitePoint 軟體。當應用程式軟體下載至電腦的臨時記憶體 (即 RAM)，或安裝於該電腦硬體的永久記憶體 (例如硬碟、CD-ROM 或任何類型的其他儲存裝置) 中時，該應用程式軟體即處於「使用中」狀態。根據本合約條款，如果客戶已購買一 (1) 個應用程式軟體授權，LitePoint 即授予客戶一個人、非專屬、不可轉授權且不可轉讓 (下第 10 條載明者除外) 之權利及授權，可以目的碼形式安裝和使用相關應用程式軟體的一 (1) 個副本，但僅供客戶於現場內部使用，僅限於安裝在客戶擁有或控制的單一電腦上，且僅可與一個以上的 LitePoint 系統一併使用。根據本合約條款，如果客戶已購買多個應用程式軟體授權，LitePoint 即授

予客戶一個人、非專屬、不可轉授權且不可轉讓 (下第 10 條載明者除外) 之權利及授權，可以目的碼形式安裝和使用客戶擁有授權之相關應用程式軟體的相同數量的多個副本，但僅供客戶於現場內部使用，僅限於安裝在客戶擁有或控制的電腦上，且僅可與一個以上的 LitePoint 系統一併使用。根據本合約條款，如果客戶已購買一個應用程式軟體現場授權，LitePoint 即授予客戶一個人、非專屬、不可轉授權且不可轉讓 (下第 10 條載明者除外) 之權利及授權，可以目的碼形式安裝和使用相關應用程式軟體，但僅供客戶及其關係企業於現場內部使用，僅限於安裝在客戶及其關係企業擁有或控制的電腦上，且僅可與一個以上的 LitePoint 系統一併使用。客戶應盡合理努力，向有權存取應用程式軟體的員工、代理人及關係企業，告知並傳達客戶就使用應用程式軟體方面應遵守的限制、責任與義務。客戶可以製作一 (1) 份相關應用程式軟體的副本，作備份或存檔用途。

C. Documentation. Subject to the terms and conditions of this Agreement, LitePoint grants Customer a personal, non-exclusive, non-sublicensable and non-transferable (except as set forth under Section 10 below) right and license to use any user manuals, written instructions, how-to-guides and any other documentation provided by LitePoint with the Software ("Documentation") in connection with Customer's exercise of its rights and licenses to the System Software and Application Software set forth under Sections A and B above and Customer shall be entitled to make a reasonable number of copies of the Documentation in connection therewith.

C. 說明文件：根據本合約條款，LitePoint 授予客戶一個人、非專屬、不可轉授權且不可轉讓 (下第 10 條載明者除外) 之權利及授權，可使用 LitePoint 隨約定軟體附上的使用者手冊、書面說明、步驟指引及其他文件 (合稱「說明文件」)，此類說明文件有關客戶根據上述 A 和 B 條行使系統軟體及應用程式軟體之權利和授權，且客戶有權製作前述各類文件的合理數量副本。

D. Updates. To the extent LitePoint makes available to Customer any bug fixes, workarounds, updates, upgrades or other modified versions of any System Software, Application Software or Documentation ("Updates"), any and all such Updates shall be subject to the terms and conditions of this Agreement, including the relevant limited licenses applicable to such Updates set forth under paragraphs A, B and C above. For avoidance of doubt, except as may otherwise be agreed to between Customer and LitePoint pursuant to a separate written agreement, LitePoint has no obligation whatsoever to provide any Updates to Customer by virtue of this Agreement.

D. 更新：若 LitePoint 向客戶提供系統軟體、應用程式軟體或說明文件之除錯、解決方案、更新、升級或其他修改版本 (合稱「更新」)，所有此類更新均應遵守本合約條款，包括遵守上述 A、B 和 C 點中，可適用該等更新的相關有限授權。為免疑義，除非客戶和 LitePoint 另以書面協議約定外，LitePoint 概無義務根據本合約向客戶提供任何更新。

E. Restrictions. Customer shall not, and shall not authorize any third party to, attempt to (i) modify, translate, create derivative works of, rent, lease, loan, distribute or sublicense the Software or Documentation, in whole or in part; (ii) copy or otherwise reproduce the Software or Documentation except as expressly set forth herein; (iii) decompile, disassemble or otherwise attempt to reverse engineer, the Software, in whole or in part, provided that to the extent a total prohibition on reverse engineering is void as a matter of applicable law and such invalidity is not cured by virtue of this Agreement being governed by the laws of the State of California and the United States, Customer shall be entitled to do so solely to the minimum extent required under applicable law to permit the Software to interoperate with Customer's other software; (iv) bypass or delete any copy protection methods that are for preventing unauthorized copying or use of the Software; (v) benchmark performance of the Software or LitePoint System; or (vi) use the Software to provide processing services to third parties or otherwise use the Software on a "service bureau", "cloud computing", or similar basis.

E. 限制：客戶不得意圖 (亦不得授權第三方意圖)：(i) 修改、翻譯、建立衍生作品、出租、租賃、出借、經銷或轉授權約定軟體或說明文件之全部或部分；(ii) 複製或以其他方式重製約定軟體或說明文件，本文明文規定者不在此限；(iii) 對全部或部分約定軟體進行反編譯、反彙編，或以其他方式意圖對約定軟體進行反向工程，惟前提是，若根據適用法律，全面禁止反向工程為無效規定，且本合約縱以加州法律和美國法律為準據，仍無法補正此等無效性，則客戶僅有權在適用法律要求

的最小範圍內進行反向工程，俾利約定軟體得以與客戶的其他軟體相容；(iv) 規避或刪除用於防範未經授權複製或使用約定軟體的複製保護方法；(v) 為約定軟體或 LitePoint 系統設定效能基準；(vi) 使用約定軟體向第三方提供處理服務，或以其他方式透過「服務中心」、「雲端運算」或類似方式使用約定軟體。

F. No Other Rights. Except for the limited grant of rights hereunder, LitePoint and its licensors retain all of their respective rights, title and interest in and to the Software and Documentation, including any and all copyright, patent, trade secret, trademark and other intellectual property rights embodied therein ("Intellectual Property Rights") and nothing in this Agreement shall be construed, whether by implication, estoppel or otherwise to grant Customer (or any third party) any rights under such Intellectual Property Rights, which shall at all times remain with LitePoint or its licensors.

F. 無其他權利： 除本合約項下的有限權利授予外，LitePoint 及其授權人保留其各自對約定軟體和說明文件的所有權利、所有權及利益，包括內含的一切著作權、專利、營業秘密、商標及其他智慧財產權 (合稱「智慧財產權」)；本合約任何內容一律不得解釋為以默示、禁反言或其他方式，授予客戶 (或任何第三方) 該等智慧財產權下的任何權利，該等權利始終歸屬於 LitePoint 或其授權人。

G. Confidentiality. Both the Software and Documentation hereunder contain the valuable trade secrets of LitePoint and its licensors and Customer shall use no less than reasonable care to maintain the secrecy of the Software and Documentation and in no event use the same except in the exercise of its rights in accordance with the terms of this Agreement. Customer shall not disclose the Software or Documentation to any third party other than subject to reasonable non-use and non-disclosure obligations and solely in connection with Customer's exercise of its rights in accordance with the terms and conditions of this Agreement.

G. 保密義務： 本合約下的約定軟體和說明文件均包含 LitePoint 及其授權人的寶貴營業秘密，因此客戶應至少採取合理程度的審慎態度，盡力維護約定軟體和說明文件的機密性，且除依本合約條款行使其權利外在任何其他情況均不得使用。客戶不得向任何第三方揭露軟體或說明文件，除非該第三方受合理的不使用和不揭露義務的約束，並且僅限於客戶根據本合約的條款和條件行使其權利相關。

2. NO WARRANTY, DISCLAIMERS, LIMITATION OF LIABILITY, & AUDIT.

2. 無保證、免責聲明、責任限制與稽核

A. No Warranty & Disclaimer. Except to the extent that LitePoint may expressly warrant System Software as part of a LitePoint System warranty, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS AND LITEPOINT AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND WITH RESPECT TO THE DOCUMENTATION AND SOFTWARE AND LITEPOINT AND ITS LICENSORS HEREBY EXPRESSLY EXCLUDE ANY WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR ANY OTHER WARRANTIES OR GUARANTEES THAT MAY ARISE FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER LITEPOINT NOR ITS SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING (I) THE USE OR INABILITY TO USE THE SOFTWARE OR (II) ANY RESULTS OF SUCH USE IN TERMS OF CORRECTNESS, ACCURACY, OR RELIABILITY. CUSTOMER UNDERSTANDS AND AGREES THAT IT ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. SOME JURISDICTIONS DO NO PERMIT THE EXCLUSION AND/OR WAIVER OF CERTAIN WARRANTIES. TO THE EXTENT CUSTOMER'S USE OF THE SOFTWARE IS GOVERNED BY THE LAWS OF SUCH JURISDICTION AND SUCH EXCLUSIONS AND/OR WAIVERS ARE NOT ENFORCEABLE BY VIRTUE OF THIS AGREEMENT BEING GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, THE FOREGOING EXCLUSIONS SHALL BE ENFORCED SOLELY TO

THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS OF SUCH JURISDICTION.

A. 無保證及免責聲明：除 LitePoint 可明確保證系統軟體為 LitePoint 系統保固之部分外，約定軟體和說明文件均按「現狀」提供，且 LitePoint 及其授權人概不對說明文件和約定軟體提出任何形式的保證；LitePoint 及其授權人特此明確排除與此相關之保證，無論為明示、默示、法定或其他，包括但不限於對適售性、品質滿意、符合特定用途、所有權、未侵權、準確性之保證，或可能因交易、使用或貿易實務期間而生的其他保證或擔保。LITEPOINT 及其供應商概不就後述各項提出任何聲明、保證或其他承諾：(I) 約定軟體之使用或無法使用，或 (II) 此類使用的結果是否正確、準確或可靠。客戶理解並同意，其願全權承擔有關約定軟體之結果及效能的一切風險。部分司法管轄區不允許排除及/或放棄特定保證，若客戶使用軟體需受此類司法管轄區的法律約束，且對於本合約受加州法律和美國法律管轄，不可強制執行上述排除及/或棄權條款，上述排除條件在相關司法管轄區內，應僅在適用法律允許的最大範圍內執行。

B. Limitation of Liability. IN NO EVENT WILL LITEPOINT OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF LITEPOINT OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE SOFTWARE PAID BY CUSTOMER OR ONE HUNDRED DOLLARS (US$100), WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION, EXCLUSION AND/OR WAIVER OF CERTAIN KINDS OF DAMAGES. TO THE EXTENT CUSTOMER'S USE OF THE SOFTWARE IS GOVERNED BY THE LAWS OF SUCH JURISDICTION AND SUCH LIMITATIONS, EXCLUSIONS AND/OR WAIVER OF DAMAGES ARE NOT ENFORCEABLE BY VIRTUE OF THIS AGREEMENT BEING GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES, THE FOREGOING LIMITATIONS, EXCLUSIONS AND WAIVERS SHALL BE ENFORCED SOLELY TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAWS OF SUCH JURISDICTION.

B. 責任限制：任何情況下，對於任何類別的使用損失、業務中斷、利潤損失或資料遺失，或間接、特殊、懲罰性、附帶或衍生性損害，無論採取何種行動方式，LITEPOINT 或其授權人概不負責，無論此等損害係基於契約、侵權 (包括疏忽)、嚴格責任或其他，縱 LITEPOINT 或其授權人已知悉此等損害的可能性，亦同。在所有訟因及本合約相關事項所生之一切責任理論下，對客戶的累積責任總額應限於且不得超過客戶已付的軟體購買價格或一百美元 (US$100)，以較高額者為準。部分司法管轄區不允許前開責任限額、排除及/或放棄特定損害責任，若客戶使用軟體需受此類司法管轄區的法律約束，且對於本合約受加州法律和美國法律管轄，不可強制執行上述責任限額、排除及/或放棄特定損害責任條款，因此上述責任限額、排除及/或放棄特定損害責任條件在相關司法管轄區內，應僅在適用法律允許的最大範圍內執行。

C. Audit. Customer must keep current, complete, and accurate records regarding Customer's reproduction, installation, and use of the Software and the LitePoint System. Customer will provide such information to LitePoint, so long as LitePoint does not make more than four requests during any 12-month period. Customer will, after reasonable prior notice from LitePoint, provide LitePoint or its agents with reasonable access to Customer premises, records, and personnel so that LitePoint may audit and confirm that Customer complies with this Agreement. If an audit reveals any reproduction, installation, or use of the Software that is not compliant with this Agreement, Customer will promptly comply with this Agreement and pay the additional fees (at LitePoint's then- current rates) due plus interest at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Customer will also promptly reimburse LitePoint for its reasonable costs of conducting the audit if the audit reveals any noncompliance.

C. 稽核：客戶必須就其複製、安裝和使用約定軟體和 LitePoint 系統，留存最新、完整且準確的記錄。客戶應於 LitePoint

提出請求時提供此類資訊，但任一 12 個月期間內，LitePoint 至多提出四次請求。經 LitePoint 發送合理事情通知後，客戶應開放 LitePoint 或其代理人進出、存取、訪談客戶營業處所、記錄和人員的合理權限，以便 LitePoint 稽核並確認客戶確實遵守本合約。經稽核後如發現約定軟體的複製、安裝或使用有不符本合約的情形，客戶應立即改正，並支付加計利息的額外費用 (按 LitePoint 當時費率)，利率以 1.5% 或法律允許的最高利率 (以較低者為準) 按月計息。經稽核後如發現任何未遵循規定的行為，客戶另應立即向 LitePoint 補償其進行稽核的合理費用。

D. Indemnification. Customer will indemnify, hold harmless, and defend LitePoint (including all of its officers, employees, directors, subsidiaries, representatives, affiliates, and agents) and LitePoint's suppliers from and against any damages (including attorney's fees and expenses), claims, and lawsuits that arise or result from Customer's use of the Software and the LitePoint System.

D. 擔保賠償： 如因客戶使用約定軟體和 LitePoint 系統而招致任何求償及訴訟，客戶應承擔一切賠償責任、法律責任並負責抗辯，使 LitePoint (包括其所有主管、員工、董事、子公司、代表、關係企業和代理人) 及 LitePoint 的供應商免受損害 (包括律師費與開支)。

3. TERM AND TERMINATION.

3. 效期與終止

The term of this Agreement shall continue unless terminated in accordance with this Section. LitePoint may terminate this Agreement at any time upon (i) bankruptcy, insolvency or receivership of Customer, or (ii) any material default by Customer of this Agreement not cured within thirty (30) days after notice of such material default. Except for paragraphs A, B, C and D of Section 1, all the remaining provisions of this Agreement shall survive any termination of this Agreement. Customer may terminate this Agreement at any time by ceasing to use the Software and Documentation.

除根據本條規定終止外，本合約效期應延續。如果 (i) 客戶聲請破產、無力償債或遭接管，或 (ii) 客戶發生重大違約，且在收到通知後三十 (30) 天內仍未得到糾正，LitePoint 可於任何時候終止本合約。除第 1 條 A、B、C 和 D 點外，本合約其餘條款於本合約終止後仍具有效力。客戶可於任何時候終止使用約定軟體和說明文件，以終止本合約。

4. AUTOMATIC FEATURES OF THE SOFTWARE.
4. 軟體的自動功能

The Software may contain a feature that is used to automatically enable or disable the Software to ensure that Customer does not use the Software longer than the term of, or beyond the scope of, Customer's license to use the Software. Customer acknowledges that upon the termination of Customer's license to use the Software, or if LitePoint has determined in its sole discretion that Customer's use of the Software exceeds the scope of Customer's license, the Software may cease to function in some or all respects, and Customer may lose access to data made with or stored using the Software. Customer acknowledges that the disabling of the Software is a key feature of the license rights and responsibilities conveyed under this Agreement.

約定軟體可能包含用於自動啟用或停用約定軟體的功能，旨在確保客戶使用約定軟體的時間，不超過客戶的使用授權效期或範圍。客戶理解，客戶使用約定軟體的授權終止後，或若經 LitePoint 自行裁量，認定客戶對約定軟體之使用已超出授權範圍，約定軟體可就部分或所有層面停止運作，且客戶將可能無法存取以約定軟體製作或儲存的資料。客戶理解，停用約定軟體為本合約下移轉授權權利及責任的關鍵特徵。

5. SPECIAL PROVISIONS REGARDING THIRD PARTY SOFTWARE.
5. 關於第三方軟體的特殊規定

The Software may contain or be distributed with third party software that is covered by a different license terms (**"Third Party Software"**). Information concerning the inclusion of Third Party Software, if any, and the notices, license terms, and

disclaimers applicable to that Third Party Software is contained in the Readme.txt file provided with the Software or if there is a separate installation procedure for the Third Part Software, the notices, license terms, and disclaimers applicable to that Third Party Software may be part of the installation of the Third Party Software. This Agreement does not apply to any Third Party Software identified in the Readme.txt file provided with the Software or when a separate Third Party Software license is included with the Third Party Software installation procedure.

約定軟體可能包含，或與第三方軟體一併銷售，該第三方軟體通常遵守不同的授權條款 (下稱「**第三方軟體**」)。有關包含第三方軟體的資訊 (如有) 以及適用於該第三方軟體的聲明、授權條款及免責聲明，包含隨附於約定軟體的 Readme.txt 檔案中，或若第三方軟體具備獨立安裝程序，則適用於該第三方軟體的此類聲明、授權條款及免責聲明可能含在該第三方軟體安裝中。隨附於約定軟體之 Readme.txt 檔案中載明的第三方軟體，或具備獨立安裝程序之第三方軟體中包含獨立第三方軟體授權時，不適用本合約。

6. HIGH RISK ACTIVITIES AND EXPORT CONTROLS.
6. 高風險活動和出口管制

A. High Risk Activities. The Software is not designed or intended for use, and Customer shall not use the LitePoint System, including but not limited to the Software, in environments that are hazardous or which require fail safe performance, including, but not limited to, nuclear facilities, weapons systems, air traffic control or life support systems, where a failure of the Software could result in death, personal injury or sever physical or property damage ("High Risk Activities"). LitePoint and its licensors hereby expressly waive any liability in connection with Customer's use of the Software in any High Risk Activities in breach of this Section 6 and Customer agrees to defend, indemnify and hold LitePoint harmless against any alleged claim, demand or judgment made against LitePoint or its licensors based on Customer's breach of the foregoing restrictions or any use in High Risk Activities.

A. 高風險活動：約定軟體的設計理念或預期用途並非旨在於危險環境或需要故障安全效能的環境中使用，客戶亦不得在此類環境下使用 LitePoint 系統 (包括但不限於約定軟體)，此類環境包括但不限於核能設施、武器系統、航空交通管制或生命支援系統，因這類環境下一旦約定軟體故障，很可能造成死亡、人身傷害或嚴重的物理或財產損失 (下稱「高風險活動」)。客戶如違反本第 6 條，在任何高風險活動中使用約定軟體並招致相關責任，LitePoint 及其授權人特此明確放棄相關責任；如因客戶違反前述限制或在高風險活動中使用，致使 LitePoint 招致任何指控求償、要求或判決，客戶同意負責抗辯並承擔一切賠償及法律責任，使 LitePoint 或其授權人免受損害。

B. Export Controls. In exercising its rights under this Agreement, Customer agrees to comply fully with all export controls and regulations imposed on the Software and Documentation by the U.S. and any other country, organization or nations within whose jurisdiction Customer does business and neither LitePoint nor its licensors shall have any responsibility under controls and regulations beyond the original country of sale of the LitePoint System in connection with which the Software was provided. Customer represents and warrants that it will not use or transfer the LitePoint System, including but not limited to the Software or Documentation, for any use relating to nuclear, chemical or biological weapons, or missile technology unless authorized to do so by the United State's Government. Customer agrees to defend, indemnify and hold LitePoint and its licensors harmless in connection with any claim, demand or judgment applicable against LitePoint or its Licensor's based on Customer's breach of the foregoing restrictions.

B. 出口管制：客戶行使其合約權利時，同意完全遵守美國及客戶執業所在管轄區域內之組織或國家，對約定軟體和說明文件實施的所有出口管制和法規，除原始銷售國家外，LitePoint 及其授權人概不負責約定軟體相關 LitePoint 系統的管制及法規。客戶聲明並保證，除獲美國政府之授權外，其不會將 LitePoint 系統 (包括但不限於約定軟體或說明文件) 用於核武、化學或生化武器或導彈技術相關的用途。客戶同意，如因客戶違反前述限制，致使 LitePoint 或其授權人招致任何求償、要求或判決，客戶同意負責抗辯並承擔一切賠償及法律責任，使 LitePoint 或其授權人免受損害。

7. GOVERNMENTAL RIGHTS.

7. 政府權利

The Software and Documentation is deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable and any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a) with use governed by the terms of DFAR Section 227.7015(b). Any and all use by the U.S. Government of the Software or Documentation or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

根據 DFAR 第 227.7202 節和 FAR 12.212(b) 節 (視情況而定)，約定軟體和說明文件分別符合「商業電腦軟體」或「商業電腦軟體文件」；而根據 DFAR 第 227.7015(a) 節，上述規定未涵蓋的任何技術資料，視為「技術資料商業品項」，其用途應遵守 DFAR 第 227.7015(b) 節的規定。美國政府或各級機構使用約定軟體或說明文件，均應僅遵守本合約之條款，且除本合約條款明確允許者外，應予以禁止使用。

8. SECURITY.

8. 安全性

A. The Software is installed on Customer's systems and networks and Customer is solely responsible for the physical and environmental security of those systems and networks. When on site, if requested by Customer, LitePoint personnel will comply with Customer's physical and environmental, or access, use and security policies, rules, and procedures ("Security Procedures") pertaining to Customer's systems and networks to which they have agreed in advance.

A. 約定軟體會安裝在客戶的系統和網路上，客戶應全權負責該等系統和網路的物理及環境安全。在現場，如客戶提出要求，LitePoint 人員將遵守雙方就客戶系統和網路相關，事前約定的物理及環境或存取、使用與安全的政策、規則及程序 (合稱「安全程序」)。

B. Access to the Software, as installed on Customer's systems and networks, is managed and controlled solely by Customer and not by LitePoint. Where LitePoint personnel require remote access to those systems for the purpose of providing maintenance and support services, if requested by Customer, they will comply with Customer's Security Procedures, including policies pertaining to user credentials, to which they have agreed in advance.

B. 安裝在客戶系統和網路上的軟體，其存取權限僅由客戶管理和控制，而非由 LitePoint。如果 LitePoint 人員需要遠端存取該系統以提供維護與支援服務，經客戶提出要求，LitePoint 人員應遵守客戶的安全程序，包括雙方事前約定的使用者憑證相關政策。

C. LitePoint is not responsible for and makes no representation, warranty, or assurance as to the adequacy or sufficiency of Customer's Security Procedures and therefore shall not be responsible of any Security Incidents caused for reasons of inadequacy or insufficiency of Customer's Security Procedures.

C. 對於客戶安全程序之充分與否，LitePoint 概不負責，亦不作任何聲明、擔保或保證，有鑑於此，如因客戶安全程序之不充分造成任何安全事故，LitePoint 概不負責。

9. SECURITY INCIDENTS.

9. 安全事故

A. Customer shall immediately report to LitePoint any attempted, actual or suspected breach of security or unauthorized access to, corruption of, or theft, loss or ransom of data that in any way may affect, involve or implicate the LitePoint

Software or Product (each, a "Security Incident"). The report of the Security Incident shall at a minimum include the type of breach or unauthorized access, the loss, the scope of such (or the anticipated scope) as well as any vulnerabilities discovered in the Software or Product or any other necessary information LitePoint may request for the purpose of investigation on such Security Incident.

A. 如有意圖、實際或疑似違反安全性或資料遭未經授權存取、毀損、竊取、喪失或勒索，足以影響、涉及或牽連 LitePoint 的約定軟體或約定軟體 (分稱「安全事故」)，被授權人均應立即通報 LitePoint。安全事故通報內容應至少包括違規或未經授權存取、損失之類別及範圍 (或預期範圍)，以及在約定軟體和約定產品中發現的漏洞，或提供 LitePoint 可能要求的其他必要資訊，以利此類安全事故之調查。

B. The parties shall work together, communicating regularly and advising their respective senior management, to identify the root cause of the Security Incident, the nature of the data accessed, corrupted, stolen, lost, or ransomed, and any regulatory or insurance reporting requirements that may be applicable, and any remedial measures that the parties should take, all in consultation with senior management.

B. 雙方當事人應共同努力、定期溝通、向各自高層主管提供最新情況，雙方當事人另應諮詢各自高層主管以釐清安全事故的根本原因，研判遭存取、毀損、竊取、喪失或勒索資料的性質，確認是否適用任何監管或保險報告規定，以及應採取哪些補救措施。

C. The parties shall not disclose the fact that a Security Incident has occurred, or any information pertaining to the Security Incident or its cause or data that may have been affected, except and then only to the extent required to do so by law, regulation, or court order, or except as agreed by the parties' senior management, and the parties shall inform their personnel accordingly, instructing all personnel to refer any third party inquiries to senior management.

C. 雙方當事人不得對外揭露已發生安全事故之事實，也不得揭露有關安全事故、其原因或可能受影響之資料的任何資訊，除非根據法律、法規或法院命令必須強制揭露，或除非經雙方當事人的高層主管同意揭露，當事人並應據此通知各自人員，指示所有人員將第三方詢問轉交高層主管。

10. GENERAL PROVISIONS.

11. 一般規定

Customer shall not assign this Agreement or transfer any of the rights or obligations under this Agreement without the prior written consent of LitePoint and any attempted assignment in violation of the foregoing shall be null and void and of no effect. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by the laws of the State of California and the United States, without regard to that body of law controlling conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties. In the event of any claim arising out of this Agreement, to the maximum extent permitted under applicable law, the parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts located in San Jose, California. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights nor effective unless in writing signed on behalf of the party against whom the waiver is asserted. To the extent any provision of this Agreement is found to be invalid, the rest of this Agreement shall continue in full force and effect except to the extent such invalidity would jeopardize LitePoint's or its licensors' rights, title and interest in and to their respective portions of the Software or Documentation, including any Intellectual Property Rights, in which case LitePoint shall be entitled to terminate this Agreement upon thirty (30) days prior written notice to Customer. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding, whether oral or written, with respect to the subject matter hereof. Unless expressly agreed to by the parties pursuant to a separate writing, no additional, supplemental or pre-printed terms in any purchase order, acknowledgement or similar document of Customer shall be deemed a part of this Agreement and are hereby expressly objected to by LitePoint.

未經 LitePoint 事前書面同意，客戶不得轉讓本合約或讓與本合約項下任何權利或義務，違反上述規定之意圖轉讓一概無效。除前述外，雙方當事人之繼受人及獲准受讓人得繼有本合約利益，並應受其約束。本合約以美國加州法律和美國法律為準據法並從其解釋，排除相關涉外法律適用原則。雙方當事人明確排除適用《聯合國國際商品買賣契約公約》。如因本合約引致任何求償，在適用法律允許的最大範圍內，雙方特此不可撤銷地同意由位於加州聖荷西的聯邦及州法院的專屬管轄權。本合約之增補修訂僅限以書面為之，其中明確提及本合約並由雙方代表簽署。除一方當事人的代表以書面簽署確認主張棄權外，未執行或未行使權利一概不得視為棄權或有效。如本合約任何條款經裁定為無效，本合約的其餘部分應繼續完全有效，除非此等無效會危及 LitePoint 或其授權人於約定軟體或說明文件中的各自權利、所有權與利益，包括任何智慧財產權，此情況下，LitePoint 有權提前三十 (30) 天以書面通知客戶後，終止本合約。本合約構成雙方當事人就標的事項之完整合意，取代雙方先前就同樣標的事項之一切口頭或書面協議與共識。除經雙方另行書面約定者外，客戶的採購訂單、確認書或類似文件中，如有任何附加、補充或預列印條款，一概不應視為本合約的部分，並特此受 LitePoint 明確提出異議。

11. QUESTIONS.

11. 問題

Should you have any questions concerning this Agreement, or if you desire to contact LitePoint for any reason, please contact support at www.litepoint.com/support.

如對本合約有任何疑問，或有意聯絡 LitePoint，請透過 www.litepoint.com/support 聯絡支援人員。