LITEPOINT

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终端用户许可协议

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B. 应用软件。"应用软件"是指用于外围计算机硬件（即非莱特波特系统硬件）的莱特波特软件。当应用软件被加载到临时存储器（即RAM）或安装到该计算机硬件的永久性存储器（如硬盘，CD-ROM，或其他任何类型的存储设备）时，其即是在计算机上"使用"。根据本协议的条款和条件，如果客户购买了一（1）项应用软件许可，则莱特波特授予客户个人的、非排他性的、不可转授的和不可转让的（除了下面第10节规定的）权利和许可，仅在客户拥有或控制的一台计算机上，在客户场所安装和使用一(1)份目标代码格式的相关应用软件，仅供内部使用，且仅与客户使用一个或多个莱特波特系统相关。根据本协议的条款和条件，如果客户购买了多个应用软件许可，莱特波特授予客户个人的、非排他性的、不可转授的和不可转让的权利和许可（下文第10节规定的除外），以在客户场所拥有或控制的计算机上安装和使用与客户拥有的目标代码格式的许可一样多的相关应用软件副本，仅供内部使用，并且仅与客户使用一个或多个莱特波特系统有关。根据本协议的条款和条件，如果客户购买了应用软件场地许可，莱特波特授予客户个人的、非排他性的、不可转授的和不可转让的（下文第10节规定的除外）权利和许可证，以在客户和客户关联公司的场所，在客户和客户关联公司拥有或控制的计算机上安装和使用目标代码格式的相关应用软件，仅供内部使用，并且仅与客户对一个或多个莱特波特系统的使用有关。客户应尽合理努力通知和告知其有权访问应用软件的雇员、代理人和关联公司有关客户使用该应用软件的限制、责任和义务。客户可以制作一（1）份相关应用软件的副本，用于备份或存档。

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.

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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. 审计。客户必须保留关于客户复制、安装和使用该软件和莱特波特系统的当前、完整和准确的记录。客户将向莱特波特提供此类信息，只要莱特波特在任何12个月时期内提出的请求不超过四次。在莱特波特发出合理的事先通知后，客户将向莱特波特或其代理人提供对客户场所、记录和人员的合理访问权限，莱特波特得以审计和确认客户遵守本协议的情况。如果审计披露，对软件的任何复制、安装或使用不符合本协议的要求，则客户应立即遵守本协议，并支付应付的额外费用（按莱特波特当前的费率）以及每月1.5%的利率或法律允许的最高利率的利息（以较低者为准）。如果审计披露任何不合规之处，客户也需及时对莱特波特予以赔偿，支付进行审计的合理费用。

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.

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3. TERM AND TERMINATION.

3. 期限与终止。

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.

除非本协议根据本节规定终止，否则本协议的期限将继续有效。莱特波特可在以下情况下随时终止本协议：（i）客户出现破产、无力偿付或破产管理，或（ii）客户对本协议做出任何重大违约，且在收到此类重大违约通知后三十（30）天内未得到纠正。除了

第1节的A、B、C和D款所述，本协议的所有剩余条款在本协议终止后继续有效。客户可以随时通过停止使用该软件和文档来终止本协议。

4. AUTOMATIC FEATURES OF THE SOFTWARE.
4. 软件的自动性能。

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.

该软件可能包含用于自动启用或禁用该软件的功能，以确保客户使用该软件的时间不会超过客户使用该软件的许可期限或范围。客户承认，在客户使用该软件的许可终止后，或者如果莱特波特自行决定客户对该软件的使用超出了客户许可的范围，该软件可能在某些或所有方面停止运行，并且客户可能无法访问使用该软件制作或存储的数据。客户承认，禁用该软件是本协议项下许可权利和责任的一项重要特征。

5. SPECIAL PROVISIONS REGARDING THIRD PARTY SOFTWARE.
5. 关于第三方软件的特殊规定。

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.

该软件可能包含受不同许可期限保护的第三方软件，或与之一起分发（"**第三方软件**"）。有关包含第三方软件的信息（如有）以及适用于该第三方软件的通知、许可期限和免责声明包含在随该软件提供的"Readme.txt"文档中，或者如果第三方软件有单独的安装程序，则适用于该第三方软件的通知、许可期限和免责声明可能是第三方软件安装的一部分。本协议不适用于该软件附带的"Readme.txt"文档中标识的任何第三方软件，或当第三方软件安装程序中包含单独的第三方软件许可时，本协议也不适用。

6. HIGH RISK ACTIVITIES AND EXPORT CONTROLS.
6. 高风险活动和出口控制。

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. 高风险活动。本软件并非为使用而设计或旨在予以使用，客户不得在危险或需要故障保护性能的环境中使用莱特波特系统，包括但不限于该软件，这些环境包括但不限于核设施、武器系统、空中交通管制或生命保障系统，在这些环境中，软件故障可能导致死亡、人身伤害或严重的身体或财产损失（"高风险活动"）。莱特波特及其许可方特此明确免于与客户在违反第6节的任何高风险活动中使用该软件相关的任何责任，并且客户同意对因客户违反上述限制或在高风险活动中的任何使用而对莱特波特或其许可方提出的任何索赔、要求或判决进行辩护、赔偿并使之免受损害。

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. 出口控制。 在行使本协议项下的权利时，客户同意完全遵守美国以及客户在其管辖范围内开展业务的任何其他国家、组织或政治实体对该软件和文档所实施的所有出口管制和法规，莱特波特或其许可方在与提供该软件相关的莱特波特系统的原始销售国之外的管制和法规项下不承担任何责任。客户声明和保证，其不会使用或转让莱特波特系统，包括但不限于该软件或文档，以用于任何与核、化学或生物武器，或导弹技术相关的用途，除非得到美国政府的授权。客户同意为莱特波特和其许可方进行辩护、赔偿，并使其免受如下损害：由于客户违反上述限制，针对莱特波特和其许可方的任何索赔、要求或判决。

7. GOVERNMENTAL RIGHTS.

7. 政府权利。

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.

根据适用的《国防联邦购置条例》（DFAR）第227.7202节和《联邦采购法规》（FAR）第12.212(b)节，软件和文档分别被视为"商用计算机软件"和"商用计算机软件文档"，根据DFAR第227.7015(a)节，所提供的上述条款未涵盖的任何技术数据被视为"技术数据——商业项目"，其使用受DFAR第227.7015(b)节的条款管辖。美国政府或其任何代理机构对软件或文档的任何和所有使用应仅受本协议条款约束，除非本协议条款明确允许，否则将被禁止。

8. SECURITY.

8. 安全。

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. 该软件安装在客户的系统和网络上，客户单独负责这些系统和网络的实体和环境安全。在现场时，如果客户有要求，莱特波特人员将遵守客户事先同意的与客户系统和网络相关的实体和环境的或访问、使用和安全相关的政策、规则和程序（"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. 对安装在客户系统和网络上的软件的访问由客户单独管理和控制，而非由莱特波特管理和控制。如果莱特波特人员出于提供维护和支持服务之目的，需要远程访问这些系统，如果客户提出要求，他们将遵守客户的安全程序，包括他们事先同意的与用户凭证相关的政策。

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. 莱特波特对客户安全程序的适当性或充分性不负责，也不对其作任何陈述、担保或保证，因此其不对因客户安全程序的不充分或不适当而导致的任何安全事故负责。

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. 客户应立即向莱特波特报告任何企图、实际或疑似违反安全或未经授权访问、破坏或盗窃、丢失或勒索数据的行为，这些行为可能以任何方式影响、涉及或牵连莱特波特软件或产品（各称为"安全事故"）。 安全事故报告应至少包括违规或未经授权访问的类型、损失、此类事件的范围（或预期范围）以及在该软件或产品中发现的任何漏洞或莱特波特为调查此类安全事故可能要求的任何其他必要信息。

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. 双方应共同努力，定期沟通并向各自的高级管理层提出建议，以确定安全事件的根源、被访问和遭到破坏、盗窃、丢失或勒索的数据的性质、可能适用的任何监管或保险报告要求，以及双方应采取的任何补救措施，所有这些都应与高级管理层协商。

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. 双方不得披露安全事故已发生这一事实，或与安全事故或其原因有关的任何信息或可能已受影响的数据，除非且仅在法律、法规或法院命令要求的范围内，或双方高级管理层同意的情况下，并且双方应相应通知其人员，指示所有人员将任何第三方的询问移交给高级管理层。

10. GENERAL PROVISIONS.

10. 总则。

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.

未经莱特波特事先书面同意，客户不得转让本协议或转移本协议项下的任何权利或义务，任何违反前述规定的转让尝试都无效。根据上述规定，本协议应对双方的继承人和允许的受让人具有约束力，并符合其利益。本协议将受加利福尼亚州和美国的法律管辖，而不用考虑控制法律冲突的法律主体。双方特此明确放弃对《联合国国际货物销售合同公约》的适用。如果因本协议产生任何索赔，在适用法律允许的最大范围内，双方特此不可撤销地服从位于加利福尼亚州圣何塞市的联邦和州法院的专属管辖权。本协议仅可通过明确提及代表双方签署的本协议的书面文档来修订或补充。除非代表放弃权利的一方以书面形式签署，否则无论是否发生行使权利的行为，都不应被理解为弃权，亦不产生效力。如果本协议的任何条款被发现无效，本协议的其余部分应继续具有完全效力，除非此类无效的情况会危及莱特波特或其许可方在该软件或文档各自部分的权利、所有权和权益，包括任何知识产权，在这种情况下，莱特波特应有权在提前三十（30）天向客户发出书面通知后终止本协议。本协议代表双方对本协议主题的完全理解，并取代任何先前或同期关于本协议主题的口头或书面协议或理解。除非双方根据单独的书面文档明确同意，否则客户的任何采购订单、确认书或类似文档中的任何附加、补充或预妥印条款均不得被视为本协议的一部分，莱特波特对此特此表示明确反对。

11．QUESTIONS.
11．问题。

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.

如果您对本协议有任何疑问，或者如果您因为任何原因希望联系莱特波特，请联系www.litepoint.com/support的支持人员。