

## Teradyne, Inc. Software License Agreement

泰瑞达股份有限公司  
软件许可协议

TSL No. \_\_\_\_\_

This Agreement sets forth the terms and conditions under which Teradyne, Inc. or its Affiliate (“Teradyne”) grants the end user purchaser (“Licensee”) a license to use selected software identified on the applicable Teradyne quote or other purchase document, and Licensee is permitted to use such selected software. These terms apply only to software owned by or licensed to Teradyne and that is delivered to Licensee by Teradyne or an authorized Teradyne business partner (the “Software”).

本协议规定了泰瑞达公司或其关联公司（以下简称“泰瑞达”）授予终端用户购买者（以下简称“被许可方”）使用在适用的泰瑞达报价单或其他购买文件中确定的选定软件的许可的条款和条件，并允许被许可方使用这些选定软件。这些条款仅适用于由泰瑞达拥有或授权与其他的、由其或授权的泰瑞达业务合作伙伴交付给被许可方的软件（以下简称该“软件”）。

In consideration of the mutual covenants contained herein, the parties agree as follows:

在考虑到本文所载的共同契约的情况下，双方同意：

### 1) License Grant.

#### 1) 许可授予。

- a) Effective upon payment by Licensee of the applicable fees therefor in effect at the time of order or delivery, which may be stated separately or included as part of a system price, Teradyne grants to Licensee a nonexclusive license to use the Software, as described herein, effective when the Software is delivered to Licensee (and, if required, a license key to enable Licensee’s use of the Software). Unless otherwise specified in writing by Teradyne, the license of Software is not transferable or sublicensable by Licensee to any other party.
- a) 在被许可方支付订购或交付时有效的适用费用（可能单独列出或作为系统价格的一部分包含其中）之后，泰瑞达授予被许可方非排他性的许可，以使用本文所述的软件，自该软件交付给被许可方时生效（如果有要求，需提供许可密钥，使被许可方得以使用该软件）。除非泰瑞达以书面形式另行规定，否则被许可方不得向任何其他方转让或分许可该软件。
- b) This license grants Licensee a limited, non-exclusive and non-transferable license to permit its employees and contractors to use the Software and its related user documentation only for Licensee’s internal use and not (i) for distribution or resale, (ii) to perform services for a third party, or (iii) for any other commercial purpose.

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- b) 该许可授予被许可方有限的、非排他性的和不可转让的许可，允许其雇员和承包商使用该软件及其相关的用户文件，但只能用于被许可方内部，不得用于 (i) 分销或转售，(ii) 为第三方提供服务，或 (iii) 任何其他商业目的。
- c) Software that operates on a specific Teradyne product unit (“Product”) is licensed for use only with that Product, except that temporary use on another Product of equivalent or greater functionality is permitted if due to malfunction of the original Product and then only for the duration of such malfunction.
- c) 在特定泰瑞达产品单元（以下简称“产品”）上运行的软件，只允许在该产品上使用，但如果由于原产品发生故障，则允许在另一个具有同等或更多功能的产品上临时使用，而且只可在此类故障期间予以使用。
- d) Unless otherwise specified by Teradyne in the associated Teradyne purchase document or license key, the term of this license shall extend only for so long as Licensee owns the Product with which the Software is licensed for use.
- d) 除非泰瑞达对相关的泰瑞达购买文件或许可密钥另有规定，否则本许可的期限仅限于在被许可方拥有许可使用该软件的产品期间。
- e) If an agency or unit of the United States Government becomes a Licensee and end user of the Software and related software documentation, the United States Government acknowledges and agrees that the Software is “commercial computer software” developed at private expense (and no government funds) and the related software documentation is “commercial computer software documentation” developed at private expense (and no government funds) as those terms are defined and used in 48 C.F.R. 2.101, 227.7202, and 252.227-7014(a)(1). Consistent with 48 C.F.R. 12.212 and 27.405-3 (for civilian agencies), and 48 C.F.R. 227.7202-1 and 227.7202-3 (for military agencies), any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying software documentation by the United States Government and its licensees 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.
- e) 如果美国政府的机构或单位成为该软件和相关软件文档的被许可方和终端用户，则美国政府确认并同意，该软件是自费开发的“商业计算机软件”（并且没有政府的资金参与），并且相关软件文档是自费开发的“商业计算机软件文档”（并且没有政府的资金参与），该等条款在《美国联邦法规》第 48 编第 2.101 节、第 227.7202 节和第 252.227-7014(a)(1)节中有所定义和使用。根据《美国联邦法规》

第 48 编第 12.212 节和第 27.405-3 节 ( 民间机构 ) 以及《美国联邦法规》第 48 编第 227.7202-1 节和第 227.7202-3 节 ( 军事机构 ) · 美国政府及其被许可方对软件和随附软件文档的任何使用、修改、复制、发布、执行、显示或披露都应仅受本协议条款的约束，除非本协议条款明确允许，否则上述行为将被禁止。

## 2) Restrictions.

### 2) 限制。

- a) All right, title and interest in and ownership rights to the Software and its related documentation remain with Teradyne and its licensors and suppliers.  
a) 该软件及其相关文档的所有权利、所有权和权益以及其他所有权都属于泰瑞达及其许可方和供应商。
- b) Licensee acknowledges that the Software and related documentation contain trade secret and proprietary information of Teradyne and its licensors and suppliers, and agrees not to disclose it to any others, using the same degree of care as with its own materials of a similar nature, but in no event less than reasonable care.  
b) 被许可方承认，该软件和相关资料包含泰瑞达及其许可方和供应商的商业机密和专有信息，并同意不向任何其他人士披露这些信息，使用的注意程度与其自身的类似性质的材料相同，但在任何情况下都不得低于合理的注意。
- c) Licensee shall not modify, decompile, disassemble or otherwise reverse engineer the Software, or copy the Software or related documentation except for archival or emergency backup purposes. Any such copy must contain all copyright and proprietary notices as furnished with the original.  
c) 被许可方不得修改、反编译、反汇编或以其他方式对该软件进行逆向工程，或复制该软件或相关资料，除非是出于存档或紧急备份的目的。任何此类副本必须包含与原件一并提供的所有版权和所有权声明。
- d) Licensee shall allow Teradyne to monitor compliance with these conditions in a manner that does not interfere with normal business operations.  
d) 被许可方应允许泰瑞达以不干扰正常业务运营的方式监控这些条件的遵守情况。
- e) Licensee shall not export, re-export or release the Software, the source code for the Software, or any Product incorporating any Software to a national of a country or to any country to which restrictions are applied from time to time by applicable laws, including but not limited to, the export laws of the United States, except in full compliance with said laws.

- e)除非完全遵守上述法律，否则被许可方不得向一个国家的国民或适用法律（包括但不限于美国的出口法律）不时施加限制的任何国家出口、再出口或发布该软件、该软件的源代码或包含任何该软件的任何产品。
- f) Licensee is responsible for the acts and omissions of all of its employees and contractors.  
f) 被许可方对其所有雇员和承包商的行为和疏忽负责。

**3) Third Party Software.** Teradyne makes no grant of license or warranty to any third party software, source code, applications or open source software not delivered by Teradyne (hereinafter “Third Party Software”), whether or not such Third Party Software is required for use of the Software. Licensee is responsible for securing all licenses for Third Party Software. When Third Party Software is delivered by Teradyne to Licensee, the license terms applicable to that Third Party Software supersede any conflicting terms in this Agreement as applied to that Third Party Software.

**3) 第三方软件。** 泰瑞达对非泰瑞达交付的任何第三方软件、源代码、应用程序或开放源代码（以下简称“第三方软件”）不授予许可或保证，无论该第三方软件是否为使用该软件所要求的。被许可方负责确保第三方软件的所有许可。当泰瑞达向被许可方交付第三方软件时，适用于该第三方软件的许可条款将取代本协议中适用于该第三方软件的任何冲突条款。

#### 4) Security.

#### 4) 安全。

- a) The Software is installed on Licensee’s systems and networks and Licensee is solely responsible for the physical and environmental security of those systems and networks. When on site, if requested by Licensee, Teradyne personnel will comply with Licensee’s physical and environmental, or access, use and security policies, rules, and procedures (“Security Procedures”) pertaining to Licensee’s systems and networks to which they have agreed in advance.
- a) 该软件安装在被许可方的系统和网络上，被许可方单独负责这些系统和网络的实体和环境安全。在现场时，如果被许可方要求，泰瑞达人员将遵守被许可方事先同意的、与被许可方的系统和网络相关的实体和环境的或访问、使用和安全政策、规则和程序（“安全程序”）。
- b) Access to the Software, as installed on Licensee’s systems and networks, is managed and controlled solely by Licensee and not by Teradyne. Where Teradyne personnel require remote access to those systems for the purpose of providing maintenance and support services, if requested by Licensee, they will comply with Licensee’s Security Procedures, including policies pertaining to user credentials, to which they have agreed in advance.
- b) 对安装在被许可方系统和网络上的软件的访问由被许可方单独管理和控制，而非由泰瑞达管理和控制。如果泰瑞达人员出于提供维护和支持服务的需要远程访问

这些系统，如果被许可方提出要求，其将遵守被许可方的安全程序，包括他们事先同意的与用户凭证相关的政策。

- c) Teradyne is not responsible for and makes no representation, warranty, or assurance as to the adequacy or sufficiency of Licensee's Security Procedures and therefore shall not be responsible of any Security Incidents caused for reasons of inadequacy or insufficiency of Licensee's Security Procedures.
- c) 泰瑞达对被许可方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，因此其不对因被许可方的安全程序的不充分或不适当而导致的任何安全事故负责。

## 5) Security Incidents.

### 5) 安全事故。

- a) Licensee shall immediately report to Teradyne 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 Teradyne 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 Teradyne may request for the purpose of investigation on such Security Incident.
- a) 被许可方应立即向泰瑞达报告任何企图、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、涉及或牵连泰瑞达软件或产品（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泰瑞达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咨询。
- 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。

**6) Limited Warranty of Performance.** The following warranty is applicable solely to Software that is delivered apart from, and not embedded in, a Teradyne Product.

**6) 履行的有限保修。** 以下保证仅适用于与泰瑞达产品分开交付且未嵌入其中的软件。

- a) Teradyne warrants that, for a period of one year from the date of delivery of the Software, the Software will function in substantial accordance with its related user documentation. If Licensee notifies Teradyne within the warranty period that it suspects an error in the program logic of the Software, Teradyne shall use reasonable commercial efforts to confirm the existence of such error. If the error is confirmed, Teradyne shall undertake, at no charge to Licensee, sufficient efforts as it determines necessary to:
- a) 泰瑞达保证，自该软件交付之日起一年内，该软件的功能与相关的用户文档实质一致。如果被许可方在保修期内通知泰瑞达，其怀疑该软件的程序逻辑中存在错误，则泰瑞达应使用合理的商业努力来确认是否存在此类错误。如果错误得到确认，泰瑞达应不向被许可方收取费用，应做出其认为必要的充分努力：
- (i) Apply a temporary correction; or
  - (i) 实施临时更正；或
  - (ii) Develop a workaround if the test system, equipment or instrument associated with the Software is inoperable.
  - (ii) 如果与软件相关的测试系统、设备或仪器无法操作，则制定一项程序问题解决方法。
- b) If Teradyne determines that neither (i) nor (ii) is practical, then Teradyne may satisfy its warranty obligations by returning any license fee paid upon Licensee's return of the Software.
- b) 如果泰瑞达确定 (i) 和 (ii) 都不可行，那么泰瑞达可以在被许可方退还该软件后，通过退还所支付的任何许可费用来履行其保修义务。
- c) Warranty service is provided remotely and does not include onsite services, for which additional charges apply.
- c) 保修服务是远程提供的，不包括现场服务，现场服务需要额外收费。

- d) If Teradyne reasonably determines that no such error exists, Licensee agrees to pay Teradyne for its services at Teradyne's standard charges, including charges for onsite services where requested.
- d) 如果泰瑞达合理确定不存在此类错误，被许可方同意按照泰瑞达的收费标准向泰瑞达支付其服务费用，包括按要求提供现场服务的费用。
- e) This warranty extends to the original Licensee only, and applies only to the then current unaltered form of the Software. This warranty does not apply to Third Party Software.
- e) 此保修仅适用于原始被担保方，并且仅适用于该软件的当前未变更形式。此保修不适用于第三方软件。
- f) This Section states the sole remedy of Licensee and exclusive liability of Teradyne for breach of this warranty.
- f) 本节规定了被许可方的唯一补救措施和泰瑞达对违反本保修的排他性赔偿责任。

## 7) Warranty of No Malicious Code.

### 7) 无恶意代码的保证。

- a) Teradyne warrants that at the time of its delivery to Licensee, the Software, and any updates to the Software, do not contain disabling code (defined as computer code designed to interfere with the normal operation of the Teradyne Product with which it has been provided and/or with which it is used), monitoring device, or any program routine, device, backdoor or other undisclosed feature, including but not limited to, viruses, worms, Trojan horses, malware, ransomware or other malicious code that is specifically designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm Licensee's systems or data or the Teradyne Product.
- a) 泰瑞达保证在交付给被许可方时，该软件和该软件的任何更新不包含禁用代码（定义是旨在干扰泰瑞达产品正常运行的计算机代码，已与泰瑞达产品一起提供和/或与之一起使用）、监控装置，或任何程序例程、设备、后门或其他未披露的功能，包括但不限于病毒、蠕虫病毒、特洛伊木马、恶意软件、勒索软件或专门设计用于允许未经授权的访问、删除、禁用、停用、干扰或以其他方式损害被许可方的系统或数据或泰瑞达产品的其他恶意代码。
- b) The foregoing warranty expressly excludes, and Teradyne makes no warranty with respect to, any Third Party Software.
- b) 上述保修明确排除任何第三方软件，泰瑞达也不对任何第三方软件做出任何担保。
- c) As Licensee's sole remedy for any breach of the foregoing warranty, Teradyne shall, at its sole cost and expense,

- c) 作为被许可方对违反上述保修的唯一补救措施，泰瑞达应自行承担成本和费用，
- (i) Redeliver the Software without the disabling code and
  - (i) 重新交付不带禁用代码的软件，以及
  - (ii) If practical, use its commercially reasonable efforts to restore or cause to be restored all data, systems and software that have been lost or damaged as a result of such breach.
  - (ii) 如可行，运用商业上合理的努力恢复或促使恢复因此类违约而丢失或损坏的所有数据、系统和软件。
- d) The foregoing warranty is conditioned on (1) Licensee's having mitigated its damages, including without limitation by following its own Security Procedures (which shall not be less than best practices), backing up and encrypting all data and installing and operating the most recent versions of virus and malware detection software, and informing itself of and mitigating known vulnerabilities; (2) Licensee having mitigated its damages by adhering to and complying with this Agreement; (3) Licensee has adopted adequate and sufficient Security Procedures to ensure the physical and environmental security of its systems and networks.
- d) 上述保证的条件是：(1) 被许可方已经减轻了其损失，包括但不限于遵循其自身的安全程序（不应低于最佳实践的标准），备份和加密所有数据，安装和操作最新版本的病毒和恶意软件检测软件，并告知和减轻已知的漏洞；(2) 被许可方已通过遵循本协议来减轻其损失；(3) 被许可方已采用适当和充分的安全程序来确保其系统和网络的实体和环境安全。

## 8) Disclaimer and Limitations.

### 8) 免责声明和限制。

- a) **TERADYNE MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS RESPECTS THE SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT.**
- a) 泰瑞达不对该软件作出任何其他明示或暗示的事实或法律上的保证或陈述，包括对适销性和特定用途的适用性的暗示保证，以及任何非侵权的保证。
- b) **IN NO EVENT WILL TERADYNE BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL PENALTIES OR DAMAGES, INCLUDING LOST PROFITS, EVEN IF TERADYNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE AGREES THAT ANY LIABILITY OF TERADYNE HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL OF LICENSE FEES PAID BY LICENSEE FOR AND ALLOCABLE TO THE SOFTWARE.**



b)在任何情况下泰瑞达不应由于偶然性、特殊的或间接的惩罚或损害，包括利润损失而受罚，即使泰瑞达被建议此类损害的可能性。被许可方同意，泰瑞达根据本协议承担的任何损害赔偿赔偿责任，无论采取何种形式，都不得超过被许可方为该软件支付的和分配给该软件的许可费用的总额。

**9) Termination.** Teradyne may terminate this Agreement for

**9) 终止。** 泰瑞达可因以下原因终止本协议

- a) Any material failure of Licensee to perform its obligations under this Agreement that is not remedied within thirty (30) days of written notice, or  
a)被许可方在本协议项下履行其义务的任何重大失误，在书面通知后三十（30）天内仍然没有得到补救，或
- b) Licensee's failure to pay any license or other fees related to an item or items of Software, or  
b) 被许可方未能支付与该软件一个或多个项目相关的任何许可费用或其他费用，或
- c) Licensee's ceasing to do business or filing or having filed against it a petition in bankruptcy.  
c) 被许可方停止业务运营，或已向其提交破产申请。

On termination of this Agreement, the license granted hereunder shall terminate and, if possible, Licensee shall return or render inoperable to Teradyne's satisfaction the Software and related user documentation. Sections 2, 3, 5(c), and 8 through 10 of this Agreement shall survive the expiration or termination of this Agreement.

本协议终止后，本协议项下授予的许可也应予以终止，如可能，被许可方应返还该软件和相应用户文档，或以达到泰瑞达满意的程度为标准使其无法运行。本协议第 2、3、5（c）、8 至 10 节在本协议期满或终止后仍然有效。

**10) General.** Any change to this Agreement must be in writing, signed by both parties. The laws of the Commonwealth of Massachusetts will govern the interpretation and enforcement of this Agreement. The terms of Licensee's purchase order or other ordering documents that purport to amend or supersede this Agreement are rejected. This Agreement is not assignable or delegable by Licensee without Teradyne's consent.

**10) 概述。**

对本协议的任何更改都必须是书面的，并由双方签署。马萨诸塞邦的法律将适用本协议的解释和执行。被许可方的采购订单或其他订购文件中，意图修改或取代本协议的条款不予适用。未经泰瑞达同意，被许可方不得转让或委托本协议。

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