

Teradyne, Inc. Software License Agreement

泰瑞达股份有限公司

TSL No. _____

软件许可协议

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”).

本合約旨在規範 Teradyne, Inc. 或其關係企業 (下稱「Teradyne」) 授予最終使用者買方 (下稱「被授權人」) 之授權條款，俾供後者使用適用 Teradyne 報價單或其他購買文件中載明之特定軟體，且被授權人獲准使用該特定軟體。本約定條款僅適用於 Teradyne 擁有或 Teradyne 獲授權、並由 Teradyne 或其獲授權業務夥伴交付予被授權人之軟體 (下稱「約定軟體」)。

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

基於本合約所載之承諾，雙方茲同意下列內容：

1) License Grant.

1) 授權授予

- 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) 被授權人於訂購時或交付時，一旦支付費用，授權即生效力 (費用可能單獨規定或包含在系統價格中)，Teradyne 授予被授權人使用約定軟體之非專屬授權，如本合約所述，約定軟體 (如有必要，以及可供被授權人使用軟體的授權金鑰) 交付予被授權人時，授權即生效力。除 Teradyne 另有書面載明外，被授權人不得將約定軟體的授權，轉讓或轉授權給他人。
- 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

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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.

- b) 本授權授予被授權人一有限、非專屬且不可轉讓之授權，俾允許被授權人的員工和承包商使用約定軟體及其相關使用說明文件，此外，約定軟體僅限供被授權人作內部使用，不得 (i) 經銷或轉售，(ii) 執行為第三方提供的服務，或 (iii) 用於其他商業目的。
- 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 Teradyne 產品單位 (下稱「約定產品」) 上執行的約定軟體，僅授權與該約定產品一起使用，除非原始約定產品發生故障，因而允許臨時在功能同等或更佳的另一約定產品上使用，此類臨時使用僅限於前述故障的期間。
- 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 Teradyne 在相關 Teradyne 購買文件或授權金鑰中另有規定者外，本授權的效期僅限於被授權人獲授權使用約定軟體並擁有約定產品的期間。
- 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) 如果美國政府機構或單位成為約定軟體及相關軟體文件之被授權人和最終使用者，則美國政府了解並同意，按照 48 C.F.R. 2.101、227.7202 及 252.227-

7014(a)(1) 的名詞定義，該約定軟體為私人經費 (及非政府資金) 開發的「商業電腦軟體」，並且相關軟體文件為私人經費 (和非政府資金) 開發的「商業電腦軟體文件」。美國政府及其被授權人依據 48 C.F.R. 12.212 和 27.405-3 (針對民用機構)，與 48 C.F.R. 227.7202-1 和 227.7202-3 (針對軍用機構) 對約定軟體及隨附軟體文件的任何使用、修改、複製、公布、執行、展示或揭露僅應受本合約條款之規範，並且除非是本合約條款明文許可之情形，否則一律禁止。

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) 約定軟體及其相關文件的所有權利、所有權、利益及專屬權利，一律歸 Teradyne 及其授權人和供應商所有。

- 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) 被授權人理解，約定軟體和相關說明文件包含 Teradyne 及其授權人和供應商的營業秘密和專有資訊，並同意不會向他人揭露此等資訊，亦同意比照自身類似性質的資料，運用相同謹慎義務，任何情況下不得低於合理審慎程度。

- 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) 被授權人不得修改、反編譯、反彙編或以其他方式對約定軟體進行反向工程，亦不得複製約定軟體或相關說明文件，惟存檔或緊急備份目的不在此限。任何此類副本必須包含正本隨附的所有著作權與所有權聲明。

- d) Licensee shall allow Teradyne to monitor compliance with these conditions in a manner that does not interfere with normal business operations.
- d) 被授權人應允許 Teradyne 以不干擾一般業務營運的方式，監控其對本約定條款的遵守情況。

- 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) 除非完全遵守此類法律，被授權人不得將約定軟體、約定軟體的原始碼或包含任何約定軟體的約定產品，出口、再出口或發布給適用法律不定期實施管制的國家公民，包括但不限於美國的出口管制法。
- f) Licensee is responsible for the acts and omissions of all of its employees and contractors.
- f) 對於其員工與承包商的作為和不作為，被授權人全權負責。

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) 第三方軟體：對於非由 Teradyne 交付的第三方軟體、原始碼、應用程式或開源軟體（合稱「第三方軟體」），Teradyne 概不授予授權或提供保證，無論使用約定軟體是否需要此類第三方軟體；被授權人有責任自行取得第三方軟體的所有授權。若 Teradyne 將第三方軟體交付予被授權人，第三方軟體適用的授權條款應取代本合約對該第三方軟體的衝突條款。

4) Security.

4) 安全性

- 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) 約定軟體會安裝在被授權人的系統和網路上，被授權人應全權負責該等系統和網路的物理及環境安全。在現場，如被授權人提出要求，Teradyne 人員將遵守雙方就

被授權人系統和網路相關，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 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) 安裝在被授權人系統和網路上的軟體，其存取權限僅由被授權人管理和控制，而非由 Teradyne。如果 Teradyne 人員需要遠端存取該系統以提供維護與支援服務，經被授權人提出要求，Teradyne 人員應遵守被授權人的安全程序，包括雙方事前約定的使用者憑證相關政策。
- 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) 對於被授權人安全程序之充分與否，Teradyne 概不負責，亦不作任何聲明、擔保或保證，有鑑於此，如因被授權人安全程序之不充分造成任何安全事故，Teradyne 概不負責。

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) 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 Teradyne 的約定軟體或約定硬體 (分稱「安全事故」)，被授權人均應立即通報 Teradyne。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 Teradyne 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。

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) 效能有限保固：以下保固僅適用於與 Teradyne 產品分開交付且未嵌入 Teradyne 產品的約定軟體。

- 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) Teradyne 保證，自約定軟體交付之日起一年內，約定軟體大致按其相關使用者文件運作。如果被授權人在保固期間內通知 Teradyne 約定軟體的程式邏輯疑似存在錯誤，Teradyne 應盡合理商業努力確認該錯誤是否存在。如確認有錯誤，Teradyne 將依其認為必要者，盡力且免費為被授權人：

- (i) Apply a temporary correction; or

- (i) 套用臨時改正；或
 - (ii) Develop a workaround if the test system, equipment or instrument associated with the Software is inoperable.
 - (ii) 如與約定軟體相關的測試系統、設備或儀器無法執行，應制定解決方法。
- 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 Teradyne 認定 (i) 和 (ii) 均不可行，Teradyne 可於被授權人退回約定軟體時，退還被授權人已付的授權費，以履行保固義務。
- c) Warranty service is provided remotely and does not include onsite services, for which additional charges apply.
- c) 保固服務採遠端提供，不含需額外收費的現場服務。
- 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 Teradyne 合理研判此類錯誤不存在，被授權人同意按 Teradyne 的標準費率向 Teradyne 支付服務費用，包括如經要求的現場服務費用。
- 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) 此保固僅適用於原始被授權人，且僅適用於當時未變更的約定軟體形式；本保固不適用於第三方軟體。
- f) This Section states the sole remedy of Licensee and exclusive liability of Teradyne for breach of this warranty.
- f) 本條規定被授權人的唯一救濟以及 Teradyne 對違反本保固的唯一責任。

7) Warranty of No Malicious Code.

7) 無惡意程式碼保證

- 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) Teradyne 保證，交付予被授權人時，約定軟體及其更新均不包含停用程式碼 (亦即，此類電腦程式碼旨在干擾一併提供且/或與之一起使用的 Teradyne 產品之正常運作)、監控裝置或任何程式常式、裝置、後門程式或其他未揭露的功能，包括但不限於病毒、蠕蟲、特洛伊木馬、惡意軟體、勒索軟體或其他惡意程式碼，專門設計用於允許未經授權存取、刪除、禁用、停用、干擾或以其他方式損害被授權人系統或資料或 Teradyne 產品。
- b) The foregoing warranty expressly excludes, and Teradyne makes no warranty with respect to, any Third Party Software.
- b) 上述保證明確排除任何第三方軟體，Teradyne 不對此提供任何保證。
- c) As Licensee's sole remedy for any breach of the foregoing warranty, Teradyne shall, at its sole cost and expense,
- c) 作為被授權人對違反上述保證之唯一救濟，Teradyne 應自行承擔成本及費用實施以下
- (i) Redeliver the Software without the disabling code and
 - (i) 以沒有停用程式碼的情況，重新交付約定軟體，且
 - (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) 若可行，應盡商業合理努力復原 (或責成復原) 因此類違規行為而致喪失或損壞的所有資料、系統和軟體。
- 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) 上述保證的先決條件為 (1) 被授權人業已試圖減輕損害，包括但不限於遵循自身安全程序 (不得低於最佳實務)、備份和加密所有資料，以及安裝和運作最新版本的病毒及惡意程式偵測軟體，並自行發現並減輕已知漏洞；(2) 被授權人遵守本合約以盡可能減輕其損害；(3) 被授權人已採取充分的安全程序，俾確保其系統和網路的物理及環境安全。

8) Disclaimer and Limitations.

8) 免責聲明與責任限制

- 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) TERADYNE 概不對軟體作出其他明示或默示之保證或聲明，無論係依事實或依法，包括對適售性及符合特定用途之默示保證或任何非侵權保證。
- 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) 任何情況下，Teradyne 概不負責任何附帶、特殊或間接之罰則或損害 (包括利潤損失)，縱 Teradyne 已知悉此類損害之可能性，亦同。被授權人同意，Teradyne 對於本合約項下任何損害之賠償責任，無論採取何種行動方式，均不得超過被授權人為約定軟體已付和應付的授權費用總額。

9) Termination. Teradyne may terminate this Agreement for

9) 終止：如有以下情事，Teradyne 可終止本合約

- 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) 被授權人就本合約項下的義務發生重大不履約，且經書面通知後三十 (30) 天內仍未補正者，或
- b) Licensee's failure to pay any license or other fees related to an item or items of Software, or
- b) 被授權人未能支付與軟體品項相關的授權費或其他費用，或

- c) Licensee's ceasing to do business or filing or having filed against it a petition in bankruptcy.
- c) 被授權人停業或提出破產聲請。

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.

本合約終止後，根據本合約授予之授權亦將終止，若可行，被授權人應按 Teradyne 的標準約定軟體和相關使用者文件，或將之銷毀至無法再執行。本合約屆期或終止後，第 2、3、5(c) 和 8 至 10 條仍應繼續有效。

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) 一般規定：本合約之修訂應以書面為之，並由雙方簽署。本合約以美國麻薩諸塞州法為準據法並從其解釋。被授權人的採購訂單條款或其他旨在修改或取代本合約內容之訂購文件不予適用。未經 Teradyne 同意，被授權人不得轉讓或委託本合約。

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OUR GLOBAL BRANDS