

TERMS AND CONDITIONS OF SALE

銷售條款和條件

THESE TERMS AND CONDITIONS OF SALE (the “Terms and Conditions”) set forth the terms and conditions governing the use of the products or services purchased by you (“Customer”) from LitePoint Corporation (“LitePoint”), including any software provided with, or for use with, such products or services (collectively, the “Product(s)”), provided however that if LitePoint and Customer enter into or have entered into another agreement signed on behalf of both parties regarding the purchase and license of the specific LitePoint Products being purchased and such agreement is in effect at the time the applicable Customer purchase order is accepted by LitePoint (“Existing Agreement”), the terms and conditions of such Existing Agreement shall govern the purchase and license of those Products.

本銷售條款和條件（「條款和條件」）約束您（「客戶」）向 LitePoint 公司（「LitePoint」）購買的商品或服務的使用條款和條件，包含附隨該產品或服務而提供或與其併同使用之任何軟體（合稱「產品」）。惟若 LitePoint 與客戶就特定 LitePoint 產品的購買及授權擬簽訂或已簽訂另一協議，且該協議於 LitePoint 接受適用的客戶採購單即生效者（「現有協議」），該產品之購買與授權應適用並依照現有協議之條款。

1. CONTROLLING TERMS.

1. 控制條款

1.1. Governing Terms. Subject to any Existing Agreement, all sales and all purchase orders shall be governed exclusively by these Terms and Conditions, and nothing contained in any such purchase order will in any way modify or supplement these Terms and Conditions. Acceptance of Customer’s order by LitePoint is expressly conditional on the assent of Customer to these Terms and Conditions which assent will be conclusively presumed from Customer’s acceptance of the Products. Any terms or conditions in Customer’s purchase order or otherwise proposed by Customer, whether written or oral, that add to, vary from, or conflict with these terms and conditions are objected to by LitePoint and shall be deemed null and void.

1.1. 準據條款 除現有協議外，所有銷售與採購單應均應受本條款和條件的約束，且任何此類採購單中的內容不得以任何方式修改或補充本條款和條件。LitePoint 接受客戶訂單的前提係客戶同意本條款和條件，客戶接受產品後視同願受本條款和條件之約束。LitePoint 反對客戶透過採購單或以其他書面或口頭方式提議新增、修改或置入與本條款和條件衝突之其他條款，

1.2. Use of Products. These Terms and Conditions set forth the terms and conditions for Customer’s purchase of Products, which *Products are solely for (i) Customer’s internal business use, or (ii) resale, only if and where Customer has been granted distribution rights by LitePoint for the specific Products to be resold/distributed.*

1.2. 產品使用 客戶購買產品的約定規範於本條款和條件中，該等產品僅得用於 *(i) 客戶內部業務使用用途，或 (ii) 轉售用途，前提是 LitePoint 就待轉售/經銷的特定產品已授予客戶經銷權。*

2. PRICE AND PAYMENT.

2. 價格與付款

2.1. Quoted Prices. The total price for the Products is the amount indicated on the LitePoint quotation or sales order acknowledgements. Prices are valid for the period indicated on the quotation. Prices are per shipment terms specified in Section 3.4, Shipment.

2.1. **報價** LitePoint 產品總價為報價單或銷售訂單確認書上註明的金額。價格僅在報價單上註明的期限內有效。價格計算依據第 3.4 條『發貨』的發貨條件而定。

2.2. Prices Exclusive of Taxes. Except as explicitly provided in our quotations or sales order acknowledgements, prices quoted do not include any taxes (including any excise, sales, use, value added, withholding, and similar taxes), customs duties, tariffs or license fees. To the extent such taxes or duties are required to be collected by LitePoint, they will be added to the related invoice and are payable in full without reduction or setoff. If exemption from taxes or duties is claimed, Customer will provide a certificate of exemption.

2.2. **未稅價格** 除報價單或銷售訂單確認書中有明確規定外，報價金額不包含任何稅金（包含任何消費稅、銷售稅、使用稅、增值稅、預扣稅和相類稅收）、進口稅、關稅或許可規費。若該等稅費須由 LitePoint 收取者，此類稅費金額將加總至相關發票中，且應全額到付，不得有任何折扣或扣除。若要求免除稅費者，客戶應提供免稅證明書。

2.3. Currency. Unless otherwise indicated in the quotation, sales order acknowledgement or separate written agreement between Customer and LitePoint signed on behalf of both parties, payment for Products shall be made in U.S. Dollars to our accounts in the United States of America, or such other place as LitePoint may designate, by check, wire transfer, or, if required by LitePoint, letter of credit in full in advance of shipment.

2.3. **貨幣** 除報價單、銷售訂單確認書或客戶與 LitePoint 簽訂書面協議中另有註明外，產品款項應以美元支付予我們在美國或其他 LitePoint 得指定地點的帳戶，支付方式為支票、電匯或應 LitePoint 的要求，發貨前開立全額信用狀。

2.4. Extension of Credit. LitePoint may, at its sole discretion, extend credit and payment terms to Customer, and reserves the right to change those terms at any time, in its sole discretion, as facts and circumstances may warrant.

2.4. **授信** LitePoint 得自行決定提供客戶展延信用狀或付款期限，並有權按事實與情況隨時修改該條款。

2.5. Non-Payment. If payment is not received in accordance with the payment terms set forth in this Section 2, then LitePoint may, at its sole discretion, assess a late payment fee from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law, if less. Future shipments and delivery of services may be delayed or terminated until all outstanding payment issues have been resolved. Customer grants LitePoint a security interest in Products purchased under these Terms and Conditions to secure payment for such Products. If requested by LitePoint, Customer agrees to execute financing statements to perfect this security interest.

2.5. 未付款 若客戶未按第 2 條規定向 LitePoint 付款，LitePoint 得自行決定按每個月 1.5% 的利率或法定最高利率（若較少）計算逾期付款費用，直至客戶付款項為止。LitePoint 可延遲或暫停後續出貨與服務提供，直到所有積欠款項問題得到解決。為確保產品付款無虞，客戶依據本條款和條件購買之產品設定擔保權予 LitePoint。若 LitePoint 要求時，客戶同意執行財務報告以完善該擔保權的設定。

3. ORDERS AND DELIVERY.

3. 訂單與交付

3.1. Purchase Orders. All orders for Products submitted by Customer shall be initiated by written, faxed, or electronically transmitted purchase order. Customer shall submit purchase orders to LitePoint at least sixty (60) days prior to the requested delivery date, but no more than one hundred eighty (180) days before the requested delivery date. No order shall be binding upon LitePoint until accepted by LitePoint in writing, and LitePoint shall have no liability to Customer with respect to purchase orders that are not accepted or with respect to the delivery of items not specified on Customer's purchase order. LitePoint shall use its reasonable commercial efforts to notify Customer of the acceptance or rejection of an order and of the anticipated delivery date for accepted orders within thirty (30) days after receipt of the purchase order. Any purchase order placed with less than the required lead time may result in additional charges should LitePoint accept the requested delivery schedule.

3.1. 採購單 客戶提交的所有產品訂單應以書面、傳真或電子傳輸的採購單發起。客戶應至少於要求的交付日期前六十 (60) 天向 LitePoint 提交採購單，但不得早於要求交付日期前一百八十 (180) 天。在 LitePoint 書面接受前，訂單對 LitePoint 不生效力，就未被接受的採購單或客戶採購單上未規定項目的交付，LitePoint 對客戶不承擔任何責任。在收到採購單後三十 (30) 天內，LitePoint 應盡其合理商業努力，向客戶通知是否接受該訂單以及已接受訂單的預計交付日期。任何採購單的交單時間短於要求的交付周期時，若經 LitePoint 接受客戶要求的交付日期，可能導致額外費用，

3.2. Cancellations and Rescheduling.

3.1. 採購單取消與改期

a) Customer may cancel a purchase order without penalty by giving written notice of the cancellation to LitePoint within forty-eight (48) hours of the initial placement of the order. After such time, Customer may not cancel, modify, or reschedule orders for Products within 30 days of original requested delivery date. Customer may modify or cancel orders more than 30 days before original requested delivery date, subject to a ten percent (10%) cancellation fee on the entire order if cancelled, or in the case of a modification, a ten percent (10%) cancellation fee on the positive difference, if any, in price of the order prior to the modification and the price of the order subsequent to the modification.

a) 客戶可在初始下單後四十八 (48) 小時內書面通知 LitePoint 取消該訂單，無須支付罰款。而在前述時間後，客戶不得在原要求的交付日期前 30 天內取消、修改或改期產品訂單。客戶可在原要求的交貨日期前 30 天以上修改或取消訂單，若是取消，則客戶應支付整張訂單金額的百

分之十（10%）作為取消費；若為修改，則客戶應支付修改前訂單價格與修改後訂單價格的正差價（如有）之百分之十（10%）作為取消費。

b) Customer may delay shipment only once, and for no more than 30 days from original requested delivery date, by giving written notice and receiving written approval from LitePoint at least 30 days prior to original requested delivery date, and subject to a five percent (5%) rescheduling fee.

b) 客戶得於原要求的交付日期前至少 30 天書面通知且獲得 LitePoint 書面核可後，要求出貨改期，次數上限為一次；改期後的新交付日期不得晚於原要求的交付日期起 30 天內，同時客戶應支付訂單金額的百分之五（5%）作為改期費。

c) Any changes to delivery dates or modifications to the order after the initial order date may require a revised quotation and/or price change.

c) 初始訂單日期後，變更訂單交付日期或修改訂單，可能須更新報價和/或價格。

d) Rescheduling of existing purchase orders, if accepted by LitePoint, to an earlier shipping date may require an expedited charge or commission adjustment.

d) 若 LitePoint 接受，將現有採購單改期到較早的發貨日期，可能需要收取加急費或調整手續費。

e) Cancellation of custom Products and any items requiring special modifications to standard Products are subject to a one hundred percent (100%) cancellation charge less any credits LitePoint may receive from returning materials to LitePoint's suppliers.

e) 取消客製產品和任何需要特別修改產品標準規格而製造的品項，客戶應支付的費用為訂單金額百分之百（100%）的取消費減去 LitePoint 將物料退回 LitePoint 的供應商時可能獲得的任何信用額度。

3.3. Delivery. LitePoint shall use commercially reasonable efforts to supply the Product ordered by Customer in accordance with accepted orders.

3.3. 交付 LitePoint 應盡商業上合理努力，根據接受的訂單供應客戶訂購的產品。

3.4. Shipment.

3.4. 出貨

a) All Products delivered to Customer shall be suitably packaged, according to LitePoint's sole judgment, for surface or air shipment in LitePoint's standard shipping cartons. Unless otherwise agreed by the parties, LitePoint shall select the carrier.

a) 所有出貨至客戶的產品應妥善包裝，包裝標準依 LitePoint 的自行判斷，陸運或空運時應使用 LitePoint 的標準裝運箱。雙方未另行約定時，應由 LitePoint 選定運送人。

b) All shipping terms shall be with reference to Incoterms 2020 definitions.

b) 所有出貨條件應參考《2020 年國際貿易術語》中的定義。

c) Unless otherwise indicated on the LitePoint quotation or sales order acknowledgement, each shipment will be delivered Ex Works LitePoint's facilities (the "Shipping Point") for delivery to the designated carrier.

c) 除非 LitePoint 報價單或銷售訂單確認書中另有說明，否則每批貨物將由 LitePoint 工廠（“裝運點”）以工廠交貨方式交付給指定的運送人。

d) If Incoterm FCA, CPT or CIP selected: LitePoint is authorized to act as Customer's true and lawful agent for purposes of preparing and filing the Electronic Export Information in accordance with the laws and regulations of the United States.

d) 若選擇《國際貿易術語》的貨交運送人（FCA）條件、運費付訖（CPT）條件和運保費付訖（CIP）條件：LitePoint 被授權為客戶真實合法的代理人，根據美國法律和法規準備與提交電子出口信息。

e) Title to, and risk of loss or damage to such delivered Products shall pass to Customer per the shipping terms in the quotation or sales order acknowledgement, subject to Incoterms 2020 definitions, and where such quotation, sales order acknowledgement, or definitions are not specific as to the point of transfer of title and risk of loss, Customer shall assume title to and risk of loss as if the shipping carrier terms were Ex Works Shipping Point. All freight, insurance, duty, and other shipping expenses, as well as any special packing expenses, shall be paid by LitePoint or Customer per the shipping terms in the quotation or sales order acknowledgement, subject to Incoterms 2020 definitions, and where such quotation, sales order acknowledgement, or definitions are not specific as to these charges, they shall be paid by Customer.

e) 根據《2020 年國際貿易術語》的定義，該交付產品的所有權以及危險應按照報價單或銷售訂單確認書中的出貨條款約定移轉給客戶；若該報價單、銷售訂單確認書或定義未具體規定所有權和危險移轉時點，則應視同採取工廠交貨條件之約定，由客戶依該條件承擔所有權和全部危險滅失。所有運費、保險、關稅、其他裝運費以及任何特殊包裝費用應由 LitePoint 或客戶根據報價單或銷售訂單確認書中的出貨條款支付，出貨條款依《2020 年國際貿易術語解釋通則》的定義為準；若該報價單、銷售訂單確認書或定義並未具體規定費用歸屬，則費用應由客戶支付。

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f) Customer shall also bear all applicable taxes, tariffs, duties, and similar charges that may be assessed against the Product after delivery to Customer or to the at the Shipping Point.

f) 客戶還應承擔所有適用的稅費、關稅、出口稅和相類費用，該等費用可能在產品交付給客戶或在裝運點交付給運送人後計算。

g) If Customer does not take delivery 7 days after shipment date, LitePoint may cancel this order without notice and charge a ten percent (10%) cancellation fee.

g) 若客戶在出貨日期後 7 天仍未收貨，則 LitePoint 得不經通知即取消該筆訂單，並額外收取訂單金額百分之十（10%）的取消費。

h) If Customer requests delivery of Products to Customer's forwarding agent or another representative in the country of shipment, Customer shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance.

h) 若客戶要求將產品交付給客戶的貨運代理或發貨國的其他貨運代表，則客戶就遵守適用的出口法律和法規並承擔其責任，包含編制和提交出口清關所需的運送文件。

i) LITEPOINT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY FOR DELAY IN DELIVERY OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. EXCEPT IN ACCORDANCE WITH THE APPLICABLE SHIPPING TERMS SET FORTH IN THESE TERMS OF SALE, LITEPOINT SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH SHIPMENT, NOR SHALL THE CARRIER BE DEEMED TO BE AN AGENT OF LITEPOINT.

i) 對於延遲交付或未能通知任何延遲而造成的任何損失、損害或罰款，LITEPOINT 概不負責。除非本銷售條款和條件中所規定並適用的出貨條款另有規定，否則 LITEPOINT 不承擔任何與出貨有關的責任，且運送人不得被視為 LITEPOINT 的代理人。

3.5. Shipment Acceptance.

3.5. 貨物驗收

a) Products are considered accepted by Customer upon transfer of title of the Product. Any other acceptance procedures must be agreed to by LitePoint's authorized representative in writing prior to shipment and may be subject to additional charges.

a) 產品所有權移轉時即視為客戶已驗收產品。任何其他驗收程序須在出貨前得到 LitePoint 授權代表的書面同意，且可能需額外收費。

b) All sales are final. Except as provided in LitePoint's warranty statements, LitePoint does not accept returns unless (i) LitePoint shipped a product other than as specified in the Purchase Order, and (ii) such Product is unused and still in its original packaging, and (iii) the Product is returned in accordance with LitePoint's then current RMA policy and procedures.

b) 產品售出即不得退換。除 LitePoint 的保固聲明中另有規定外，LitePoint 不接受退貨，但下列情況例外 (i) LitePoint 出貨的產品與採購單中規定的產品不同，以及 (ii) 該產品處於未使用狀態且原始包裝未拆封，以及 (iii) 該產品按照 LitePoint 當時的退料審查 (RMA) 政策和程序退回的。

4. SOFTWARE LICENSE.

4. 軟體授權

Software accompanying or for use with hardware Products is provided under a written Software End User License Agreement which includes restrictions on use, disclosure and copying, and which is incorporated herein by reference. Customers may obtain a copy of LitePoint's Software End User License Agreement at the following link: <https://www.litepoint.com/knowledgebase/litepoint-software-end-user-license-agreement/> or

<https://www.teradyne.cn/terms-conditions/>, accompanying the associated Software and/or hardware Product, or from a LitePoint representative.

隨硬體產品提供或與之配套使用的軟體係根據書面的《軟體終端用戶授權協議》提供的，該協議載明了針對使用、揭露和複製的限制，並透過引用納入本銷售條款和條件。客戶可從以下連結：<https://www.litepoint.com/knowledgebase/litepoint-software-end-user-license-agreement/> 或 <https://www.teradyne.cn/terms-conditions/> 或從 LitePoint 業務代表取得相關軟體和/或硬體產品附隨的 LitePoint 《軟體終端用戶授權協議》的副本。

5. WARRANTY AND DISCLAIMER.

5. 保證和免責聲明

5.1. Limited Product Warranty. LitePoint warrants, only to Customer that, for a period of one (1) year after delivery of the LitePoint hardware Product (including system software incorporated therein and required to operate the hardware Product, but specifically excluding any application or other software which is covered in 5.5 below), or for a period of ninety (90) from delivery with respect to replacement parts, that the Product or replacement parts will operate in substantial compliance with the specifications in the associated LitePoint data sheet.

5.1. 有限的產品保固 針對 LitePoint 硬體產品（包含內嵌至硬體產品，操作硬體產品所需的系統軟體，但明確排除下述第 5.5 條中涵蓋的任何應用程式或其他軟體），LitePoint 僅向客戶提供一（1）年保固，時間從交付日起算；針對更換零件，則僅向客戶提供九十（90）天保固，時間從交付日起算，但前提是該等產品或更換零件的操作實質上符合 LitePoint 相關數據表中的規範。

LitePoint does not warrant that the Product will operate without interruption or will be error free, or that all errors will be corrected.

LitePoint 不保證產品能夠不間斷或無錯誤地操作，也不保證所有錯誤將被修正。

5.2. Exclusive Remedy. LITEPOINT'S SOLE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT (or, at the sole option of LitePoint, a refund of the purchase price). This warranty and remedy is conditioned on Customer's prompt written notice to LitePoint, within the warranty period, of the nonconformity, and Customer's following LitePoint's Product return procedures.

5.2. 排他性救濟 LITEPOINT 對違反上述保固條款的唯一責任和義務，以及對客戶的唯一救濟措施是修理或更換產品（或由 LitePoint 自行決定按購買價格退款）。此保固和救濟以客戶在保固期內及時書面通知 LitePoint 不符合項目以及客戶遵守 LitePoint 產品退貨程序為條件。

5.3. Services. Services provided hereunder shall be performed in a workmanlike manner consistent with industry standards. Customer must notify LitePoint promptly, but in no event more than thirty (30) days after completion of the services, of any claimed breach of this services warranty. Customer's sole and exclusive remedy for breach of this services warranty shall be, at LitePoint's option, (i) re-performance of the services, or (ii) return of the portion of the service

fees paid to LitePoint by Customer for such non-conforming services, termination of any remaining related services to be performed by LitePoint, and termination of all other LitePoint obligations with respect to those services under these Terms and Conditions. Other than with respect to replacement parts warranties in Section 5.1, the provision of services under these Terms and Conditions shall not extend the warranties provided with any hardware purchased or software licensed by Customer.

5.3. 服務 本銷售條款和條件提供的服務應以符合業界標準的專業方式履行。客戶必須立即通知 LitePoint 任何聲稱違反本服務保固的行為，但在任何情況下，不得遲於服務完成後三十（30）天。對於違反本服務保固的行為，客戶唯一和排他性救濟措施為以下二者之一，由 LitePoint 選擇：（i）重新履行服務；或（ii）LitePoint 退還客戶就該等不符合要求的服務中對應支付的服務費，終止任何剩餘的、待由 LitePoint 履行的相關服務，並終止 LitePoint 在本條款和條件下關於該等服務的所有其他義務。除了第 5.1 條中的更換零件保固外，根據本條款和條件提供的服務不得延長客戶購買的任何硬體或授權軟體的保固範圍。

5.4. Limitations. LitePoint's warranty shall not extend to problems in the Product that result from (i) Customer's failure to implement all error corrections to the Product which are made available by LitePoint, (ii) changes to the Product or system software or interacting Product made by parties other than LitePoint, (iii) any use of the Product in a manner for which it was not designed or as not authorized under associated documentation or end user software licenses, (iv) negligence on the part of Customer, its employees, consultants, or agents, (v) any use of the Product with other products, hardware, software, or items not supplied by or inconsistent with the documentation provided by LitePoint, (vi) misuse, abuse, accident, power surge, or operating conditions outside of the Product's operating specifications or, (vii) Customer use for beta, evaluation, testing, or demonstration purposes, or other circumstances for which LitePoint does not receive a payment of a purchase price or license fee.

5.4. 限制 LitePoint 的保固不適用於以下原因導致的產品問題：（i）客戶未能對 LitePoint 提供的產品實施所有錯誤修正；（ii）由 LitePoint 以外的一方對產品或系統軟體或交互產品所做的更改；（iii）以不符合設計用途的方式使用產品，或未經相關文件或終端用戶軟體授權而使用產品；（iv）客戶、其員工、顧問或代理人的疏忽；（v）將產品與其他非由 LitePoint 供應或與其提供的文件不一致的產品、硬體、軟體或項目配套使用；（vi）誤用、濫用、事故、電湧或超出產品操作規範的操作條件；或（vii）客戶將產品用於測試、評估、檢測或演示目的，或在 LitePoint 未收到購買價格或授權費的其他情況下。

5.5. Software. Except as set forth hereinabove with respect to the system software, application software and all other software provided by LitePoint is provided under the LitePoint Software End User License Agreement.

5.5. 軟體 除上述關於系統軟體的規定外，LitePoint 對應用軟體和所有其他軟體的提供均依據 LitePoint 《軟體終端用戶授權協議》。

5.6. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, LITEPOINT AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OR BY COURSE OF DEALING OR TRADE USAGE, AND LITEPOINT AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY

IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. EXCEPT AS EXPRESSLY STATED HEREIN, ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY. CUSTOMER ASSUMES THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION PRODUCED BY THE PRODUCT OR ANY CHANGES MADE BY THE PRODUCT TO ANY THIRD PARTY OR CUSTOMER HARDWARE, SOFTWARE, OR INVENTORY. CUSTOMER ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT.

5.6. 免責聲明 除上述明確規定外，LITEPOINT 及其供應商不做任何明示、默示、法定或其他形式的保證，也不透過交易或貿易慣例作出任何保證，LITEPOINT 及其供應商明確否認所有其他保證和條件，包含任何關於適銷性、特定用途適用性、非侵權性和令人滿意的質量的默示條件或保證。除非本條款和條件另有明確規定，否則所有產品均按「現況」提供，不附帶任何保證。對於因產品產生的資訊或產品對任何第三方或客戶硬體、軟體或庫存所做的任何變更而造成的任何損害，客戶應承擔全部費用。對於為實現其預期結果而進行的選品、產品安裝、使用以及因此獲得的結果，客戶承擔全部責任。

6. LIMITATION OF LIABILITY.

6. 責任限制

TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, IN NO EVENT WILL LITEPOINT OR ITS SUPPLIERS BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INDIRECT DAMAGES, AND INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF PROCURING SUBSTITUTE OR ALTERNATIVE GOODS AND SERVICES, OR OTHER SIMILAR LOSS ARISING FROM THE USE OF (OR INABILITY TO USE) THE PRODUCT OR DOCUMENTATION, THE DATA COLLECTED OR CREATED IN THE USE OF THE PRODUCT, OR THE ACCOMPANYING DOCUMENTATION, NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY. IN NO EVENT SHALL LITEPOINT'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, IN ANY ONE OR MORE CAUSES OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OR USE OF A PRODUCT UNIT (INCLUDING WITHOUT LIMITATION PURSUANT TO SECTION 7) EXCEED THE AMOUNT PAID BY CUSTOMER FOR THOSE PRODUCT UNIT(S) THAT ARE STILL WITHIN THEIR WARRANTY PERIOD. These limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if LitePoint, its suppliers or dealers have been advised of the possibility of such damage or of any type of use intended by Customer. Customer acknowledges that these limitations are integral to the amount of consideration levied under these Terms and Conditions and that the consideration reflects this allocation of risk.

在任何情況下，在法律允許的最大範圍內，對於使用（或無法使用）產品或文件、在產品使用過程中收集或創建的數據或隨附文件而引起的任何利潤損失或附帶、特殊、後果性、懲戒性或間接的損害，包含但不限於數據遺失、業務中斷、商業資訊遺失、採購替代品或其他商品和服務的費用，或其他類似損失，無論何種原因造成及基於任何責任理論，LITEPOINT 或其供應商概不負責。在任何情況下，對於客戶因產品單元的購買或使用（包含但不限於根據第 7 條）所引起或

與之相關的任何一項或多項訴因造成的所有損害，LITEPOINT 的全部責任不得超過客戶為仍處於保固期內的产品單元支付的金額。即使未能實現任何有限救濟措施的根本目的，且 LitePoint 且其供應商或經銷商已被告知此類損害的可能性或客戶的任何預期用途，此等限制仍然適用。客戶確認，此等限制是根據本條款和條件徵收的對價款額的組成部分，且該對價反映了風險分配。

7. INFRINGEMENT INDEMNITY.

7. 侵權損害賠償

7.1. LitePoint's Indemnity. LitePoint shall defend or settle any claim, demand, suit or proceeding against Customer to the extent that such claim, demand, suit or proceeding is based on an allegation that any portion of the Product owned by LitePoint, as furnished to Customer under these Terms and Conditions and used as authorized in these Terms and Conditions, infringes any third party's copyright or misappropriates such third party's trade secrets (an "Action"), provided that Customer (i) gives prompt written notice of the Action to LitePoint, (ii) gives LitePoint the exclusive authority to control and direct the defense or settlement of such Action, and (iii) gives LitePoint, at Customer's own expense, all reasonably necessary information and assistance needed for the defense or settlement of such action. LitePoint shall pay all amounts paid in settlement and all damages and costs awarded with respect to such Action defended by LitePoint. Customer may participate in the defense of an Action after LitePoint assumes the defense or settlement of the Action, provided that Customer shall pay any legal fees and expenses and other costs of defense it incurs in so participating.

7.1. LitePoint 的損害賠償 針對客戶遭主張侵害任何第三人著作權或盜用該第三人營業秘密的任何索賠、要求、訴訟或法院程序（「訴訟」），該訴訟係指控 LitePoint 所有產品的任一部分，且由 LitePoint 基於本條款和條件提供並授權客戶使用時，LitePoint 應對訴訟進行抗辯或和解，前提是客戶遵守以下要求：(i) 就該訴訟及時書面通知 LitePoint；(ii) 給予 LitePoint 控制和指揮此類訴訟辯護或和解的專屬權；以及 (iii) 給予 LitePoint 全部合理必需的資訊及協助以辯護或和解該訴訟，費用由客戶承擔。LitePoint 應支付所有支出的和解款項以及與 LitePoint 抗辯此類訴訟相關的所有損害賠償金和費用。客戶可在 LitePoint 承擔訴訟抗辯或和解後參與訴訟抗辯，但前提是客戶應支付因參與訴訟而招致的任何法律費用和開支及其他抗辯費用。

LitePoint will not be liable for any costs or expenses incurred without its prior written authorization.

對任何未經 LitePoint 事先書面授權而產生的費用或開支，LitePoint 概不負責。

7.2. Replacement Product. If any portion of the Product is held, or in LitePoint's opinion is likely to be held, to infringe or misappropriate a third party's intellectual property rights, then LitePoint may at its sole option and expense: (i) procure for Customer the right to continue using the Product, (ii) replace the Product with non-infringing Product, or (iii) in the event that neither of the foregoing is reasonably practicable, terminate these Terms and Conditions and refund to Customer the amounts paid for the Product returned to LitePoint, less a reasonable sum for prior use based on the price originally paid by Customer to LitePoint for the Product, and reduced by an equal monthly amount on a straight line basis over three years from date of original shipment.

7.2. 替代產品 若產品的任何部分被認為，或 LitePoint 認為其有可能，侵犯或盜用第三方的智慧財產權，則 LitePoint 得自行選擇並承擔費用後：(i) 為客戶獲得繼續使用產品的權利，(ii) 用非侵權產品替換產品，或 (iii) 若前述兩項均非合理可行，則終止本條款和條件，以客戶支付的產品價格扣除最初發貨日起三年內按月直線等額遞減的前期合理使用費後，退還剩餘金額予客戶。

7.3. Limit on Indemnity. The foregoing notwithstanding, LitePoint shall have no liability for a claim of infringement to the extent the claim is based on: (i) the use by Customer of any Product more than thirty (30) days after LitePoint notifies Customer in writing that continued use of the Product may subject Customer to such claim of infringement, provided that such claim of infringement would have been avoided by the use of a replacement release made available by LitePoint; (ii) the combination of any Product with other products not provided by LitePoint, which claim would have been avoided if Product had not been so combined; (iii) the modification of any of the Product by anyone other than LitePoint or its suppliers; or, (iv) LitePoint's compliance with Customer's designs, specifications, or instructions.

7.3. 損害賠償限制 儘管有前述規定，侵權索賠係基於以下情況引起者，LitePoint 對侵權索賠不承擔任何責任：(i) LitePoint 書面通知客戶繼續使用產品可能致使客戶遭受此類侵權索賠後三十 (30) 天內，客戶仍使用該產品，但透過使用 LitePoint 提供的替代版本原本可以避免此類侵權索賠；(ii) 客戶將任何產品與其他非由 LitePoint 提供的產品組合使用而引起的索賠，而不組合使用產品不會發生此類索賠者；(iii) LitePoint 及其供應商以外的任何人對產品進行的修改；或 (iv) LitePoint 對客戶的設計、規範或說明的遵守。

7.4. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF LITEPOINT, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT BY THE PRODUCT AND ITS DOCUMENTATION.

7.4. 全部責任 本節的上述條款規定了 LITEPOINT 的全部責任和義務，以及客戶就產品及其文件實際或涉嫌侵犯或盜用任何智慧財產權而採取的唯一救濟措施。

8. TERM AND TERMINATION.

8. 期間與終止

8.1. Term. These Terms and Conditions shall remain in full force and effect until otherwise terminated below.

8.1. 期限 在下條終止情況發生前，本條款和條件應維持完全有效。

8.2. Termination

8.2. 終止

a) This Terms and Conditions will automatically and immediately terminate if Customer breaches any provision of the Software End User License Agreement.

- a) 若客戶違反了《軟體終端用戶授權協議》的任何條款，則本條款和條件立即自動終止。
- b) LitePoint may elect to terminate these Terms and Conditions if Customer is late in its payment for Product.
- b) 若客戶逾期支付產品款項，LitePoint 得選擇終止本條款和條件。
- c) Either party may terminate these Terms and Conditions if the other party breaches a material term and such breach is not cured within thirty (30) days of written notice of the breach as given by the non-breaching party.
- c) 若任一方違反重要條款，且未能在守約方發出違約書面通知後三十（30）天內改正該違約行為，則守約方可終止本條款和條件。
- d) Either party may immediately terminate these Terms and Conditions by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for the other party or its property; (ii) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within ninety (90) days; or (iii) the other party is liquidated or dissolved.
- d) 在下列任一情況，任一方均可書面通知另一方立即終止本條款和條件：（i）另一方或其財產被指定接管人；（ii）另一方根據任何破產法、債務清理法或債務人救濟法啟動或已經啟動訴訟程序，而該訴訟程序在九十（90）天內未被駁回；或（iii）另一方被清算或解散。

8.3. Effect of Termination.

8.3. 解除效力

- a) Upon termination of these Terms and Conditions, all rights and licenses granted hereunder shall terminate, except as expressly provided in Section 8.3 (c) below.
- a) 在本條款和條件終止後，本條款和條件下授予的所有權利和授權應即終止，下文第 8.3(c) 條另有明確規定者除外。
- b) Upon termination of these Terms and Conditions, Customer shall immediately discontinue use of the Product and documentation for which full payment has not been made and return it to LitePoint.
- b) 在本條款和條件終止後，客戶應立即停止使用尚未付清款項的產品和文件，並將其退回 LitePoint。
- c) The provisions of 1,2.5, 4 - 7, 8.3, and 9 - 18 of these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions.
- c) 本條款和條件的第 1、2.5、4-7、8.3 和 9-18 條的規定應在本條款和條件終止或期滿後繼續有效。

8.4. Other Remedies. Except as specifically provided otherwise, and subject to the limitations on liability set forth above, any and all rights and remedies of a party upon another party's breach of or default under these Terms and Conditions (whether expressly conferred by these Terms and Conditions or otherwise) shall be deemed cumulative with, and not exclusive of, any other right or remedy conferred by these Terms and Conditions or by law or equity on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The waiver by either party of any right provided under these Terms and Conditions shall not constitute a subsequent or continuing waiver of such right or of any other right under these Terms and Conditions.

8.4. 其它救济措施 除非另有明确规定，且受上述责任限制的约束，一方因另一方违反本条款和条件或违约时享有的任何和全部权利以及救济措施（无论本条款和条件是否明确授予）应被视为累加于本条款和条件或法律或衡平法授予该方的任何其他权利或救济，且对任何一项救济措施的行使不得妨碍对其他救济措施的行使。任一方放弃本条款和条件规定的任何权利不构成后续或持续放弃该权利或本条款和条件下的任何其他权利。

9. DISPUTE RESOLUTION.

9. 争端解决

Except for actions by a party for infringement of its patent or other intellectual property rights, any dispute or claim arising out of or relating to these Terms and Conditions or breach thereof shall be finally resolved by arbitration in the City of San Jose, California before, and in accordance with the rules of, the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Either party, however, shall be entitled to apply to any court of competent jurisdiction for injunctive or equitable relief. In any suit or proceeding, including arbitration or mediation, relating to these Terms and Conditions the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of these Terms and Conditions, and shall survive expiration or termination and shall not be merged into any such judgment.

除一方因侵害其专利或其他智慧财产权而提起的诉讼外，因本条款和条件或违反本条款和条件而引发或与之相关的任何争端或索赔应在加州圣荷西市按照美国仲裁协会的规则透过仲裁最终解决，并可根椐仲裁员作出的裁決在任何有管轄權的法院執行。然而，任一方均有權向任何具有管轄權的法院聲請禁制令或衡平救濟。在與本條款和條件相關的任何訴訟或程序（包含仲裁或調解）中，勝訴方有權向另一方追償其費用以及與該訴訟或程序有關的律師、會計師和其他專業人員的合理費用和支出，包含上訴的成本、費用和支出，此費用獨立於判決中包含的任何其他金額並作為其補充。本款旨在與本條款和條件的其他規定獨立分割，在本條款和條件期滿或終止後繼續有效，且不得併入任何此類判決中。

10. FORCE MAJEURE.

10. 不可抗力

LitePoint shall not be liable for nonperformance or delays, not otherwise excused, which occur due to causes beyond its reasonable control. These causes shall include, but shall not be limited to, acts of God, wars, riots, strikes, fires, storms, flood, earthquake, shortages of labor or material, labor disputes, vendor failures, transportation embargoes, acts of any government or agency thereof, judicial action or any or all other causes beyond its reasonable control. In the event of any such excused delay or failure of performance, the date of delivery shall, at the request of LitePoint, be deferred for a period equal to the time lost by the delay. LitePoint shall notify Customer in writing of any such event or circumstances within a reasonable time after it learns of same.

對因超出其合理控制範圍的事由致生的不履約或延遲履約情況，LitePoint 不承擔任何責任。這些事由應包含但不限於天災、戰爭、暴亂、罷工、火災、暴風、洪水、地震、勞動或物料短缺、勞資糾紛、供應商不能履約、運輸禁運、任何政府或其機關的行為、司法行動或超出其合理控制範圍的任何或所有其他事由。若出現任何此類有理由的延遲履約或未能履約的情況，應 LitePoint 的要求，交付日期應延期一段與延遲所損失時間相等的時間。在獲知此類事由或情況後，LitePoint 應於合理時間內書面通知客戶。

11. PROPRIETARY RIGHTS.

11. 所有權

LitePoint retains all proprietary rights in and to all designs, engineering details and other data pertaining to the Products specified in the order and to all discoveries, inventions, copyrights, patents and trade secrets which may be found or developed as a result of the efforts and work done by LitePoint in connection with the order and to any and all Products developed by LitePoint, including the sole right to manufacture or copy any and all such Products. Except as expressly set forth in Section 4 with respect to software, no license, express, implied, or otherwise, is granted by LitePoint. LitePoint may require Customer to execute a separate confidential disclosure agreement.

LitePoint 保留針對訂單所列產品有關的全部設計、工程細節和其他數據、與訂單相關而 LitePoint 投入努力及工作所發現或開發的全部發現、發明、著作權、專利和營業秘密，以及 LitePoint 所開發的任何與全部產品（包含製造或複製任何與所有該產品的獨占權）的所有權。除非第 4 條對軟體作出了明確規定，否則 LitePoint 對軟體不提供任何明示、默示或其他形式的授權。LitePoint 得要求客戶另行簽署保密協議。

12. MODIFICATION AND SUBSTITUTIONS.

12. 修改和取代

LitePoint reserves the right to make substitutions and modifications in the specifications of Products manufactured by LitePoint providing that such substitution or modification will not materially adversely affect the form, fit or function of the Product. Products may contain reconditioned parts.

LitePoint 有權取代和修改 LitePoint 生產之產品規格，前提是該取代或修改不會對產品的形式、相容性或功能造成重大不利影響。產品可能含有經過翻新零件。

13. ASSIGNMENT.

13. 轉讓

Customer may not assign these Terms and Conditions, whether by operation of law, merger or reorganization, without the prior written consent of LitePoint; any attempted assignment in violation of the foregoing will be void. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all amounts due under these Terms of Conditions. LitePoint may assign, without notice, its rights and interests under these Terms and Conditions, including but not limited to its rights to payment and remedies for non-payment, but will remain responsible for all of LitePoint's obligations hereunder. LitePoint's assignees will have LitePoint's rights and remedies, but will not be subject to Customer's defenses against LitePoint.

未經 LitePoint 事前書面同意，客戶不得透過法律、合併或重整的操作轉讓本條款和條件；任何試圖違反上述規定進行轉讓的行為均屬無效。無論客戶是否進行了任何轉讓，客戶仍應負責支付本條款和條件下到期的所有款項。LitePoint 得不經通知轉讓其在本條款和條件下的權益，包含但不限於其收款權和客戶不付款的救濟措施，但 LitePoint 仍應履行其在本條款和條件下的所有義務。LitePoint 的受讓人將享有 LitePoint 的權利和救濟措施，但不受制於客戶對 LitePoint 提出的抗辯。

14. GOVERNMENT REGULATIONS.

14. 政府法規

14.1. Customer understands that LitePoint is subject to regulation by agencies of the U.S. Government, including, but not limited to the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries and prohibits corrupt payments to foreign officials for the purposes of obtaining or keeping business. Customer warrants that it will comply in all respects with (i) the Export Administration Regulations and all other export and re-export restrictions as may be applicable to the Product, and (ii) the United States Foreign Corrupt Practices Act of 1977.

14.1. 客戶理解，LitePoint 受到美國政府機關的監管，包含但不限於美國商務部，該機關禁止向某些國家出口或轉讓某些技術產品，並禁止為獲得或維持業務項目而向外國官員支付賄賂。客戶保證將在各方面遵守 (i) 《出口管制條例》和所有其他可能適用於產品的出口和再出口限制措施，以及 (ii) 1977 年美國《反海外腐敗法》。

14.2. To the maximum extent permitted by law, Customer shall be solely responsible for complying with, and shall otherwise assume all liabilities that may be imposed in connection with, any legal requirements adopted by any governmental authority related to Directive 2012/19/EU of the European Parliament and of the Council on Waste Electrical and Electronic Equipment (WEEE) (recast), dated 4 July 2012, or otherwise mandating waste collection, treatment, recovery, disposal, financing or related obligations in connection with the Products. Customer shall defend, indemnify and hold LitePoint harmless from any damage, claim or

liability relating thereto. At the time Customer desires to dispose of the Products, Customer is responsible for ensuring that products are handled appropriately and in accordance with all applicable laws. Customer shall contact LitePoint directly, if necessary, to confirm the waste management options.

14.2. 在法律允許最大範圍內，客戶應全權負責遵守任何政府當局通過的與 2012 年 7 月 4 日歐洲議會和歐盟理事會《關於報廢電子電氣設備（WEEE）的第 2012/19/EU 指令》（修訂）有關的任何法律要求，或其他強制規定有關產品的廢棄物收集、處理、回收、處置、融資或相關義務的法律要求。客戶應確保 LitePoint 免受與此相關的任何損害、索賠或責任。在客戶希望處置產品時，客戶應負責確保產品處理妥當且符合所有適用法律的要求。如必要，客戶應直接聯繫 LitePoint，以確認廢棄物管理選項。

15. RESTRICTIONS

15. 限制

15.1. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any use, location, or user in violation of the U.S. Export Administration Regulations (EAR) (15 C.F.R. Parts 730 to 744); US Sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) (31 C.F.R. Parts 500 to 599); EU sanctions implemented by EU Member States; or EU and Member States export controls administered pursuant to Council Regulations (EC) 821/2021, Switzerland export control regulations and all other applicable national export control laws and regulations (collectively, "Sanctions")

15.1. 不應直接或間接將產品銷售、出口、再出口、轉讓或轉移至任何違反《美國出口管制條例》（EAR）（《美國聯邦法規》第 15 編第 730 至 774 部分）；由美國財政部外國資產控制辦公室（OFAC）實施的美國制裁（《美國聯邦法規》第 31 編第 500 至 599 部分）；由歐盟成員國實施的歐盟制裁；或根據《歐洲理事會第 821/2021 號條例》、瑞士出口管制條例和所有其他適用的國家出口管制法律和法規實施的歐盟和成員國出口管制（統稱為“制裁”）的地點或用戶，或用於違反制裁的用途。

15.2. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any person: (i) that is a target of Sanctions; (ii) located, organized or ordinarily residing in Iran, North Korea, Syria, Cuba or the Crimea, Donetsk or Luhansk region of the Ukraine; or (iii) owned or controlled by a person described in clause (i) or (ii), as a result of which such owned or controlled person is subject to the same prohibition or restrictions as the person in (i) or (ii).

15.2. 產品不應直接或間接銷售、出口、再出口、轉讓或轉移給以下任何人員：（i）為制裁對象；（ii）位於、組織於或通常居住於伊朗、北韓、敘利亞、古巴、或烏克蘭的克里米亞、頓涅茨克或盧甘斯克地區；或（iii）由（i）或（ii）項所述人員擁有或控制，因此該受占有或受控人員受到與（i）或（ii）項人員相同的禁止或限制。

15.3. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any person on any list of concern, such as the U.S. Department of Commerce's Bureau of Industry & Security (BIS) Denied Person List, Entity List, Unverified List, or the Military End User List.

15.3. 不應直接或間接將產品銷售、出口、再出口、轉讓或轉移給任何關注清單上的任何人員，如《美國商務部工業和安全局（BIS）被拒絕人員清單》、《實體清單》、《未經核實清單》或《軍事最終用戶清單》。

15.4. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly for any prohibited activities set forth in Section 744 of the EAR, including, but not limited to, prohibited nuclear, missile, unmanned aerial vehicle (drone), or chemical-biological weapons activities.

15.4. 不得直接或間接將產品銷售、出口、再出口、轉讓或轉移，以用於 EAR 第 744 節中規定的任何受禁活動，包含但不限於受禁核武器、導彈、無人航空載具（無人機）或生化武器活動。

15.5. Products shall not be used for the Production (including test) or development of any part, component, or equipment produced, purchased, or ordered by any entity on the Entity List without authorization or any entity on the Entity List with a footnote 1, 3 or 4 designation in the license requirement column of the Entity List (15 C.F.R. Part 744, Supp. No. 4).

15.5. 產品不應用於《實體清單》（《美國聯邦法規》第 15 編第 744 部分第 4 條補充條款）的許可要求欄中帶有註腳 1、3 或 4 名稱的任何實體或《實體清單》上未經授權的任何實體所生產、購買或訂購的任何零件、元件或設備的生產（包含測試）或開發。

15.6. Products shall not be exported, reexported, transferred, or diverted directly or indirectly for the production of a supercomputer in or destined to China or Macau; for the production of integrated circuits at a semiconductor fabrication facility; or for the production of items specified under ECCN's 3B002, 3B090, 3B611, 3B991 or 3B992 as defined in 744.23.

15.6. 不應直接或間接將產品出口、再出口、轉讓或轉移而用於在中國或澳門生產或運往中國或澳門的超級電腦；用於半導體製造工廠生產集成電路；或用於生產 EAR 第 744.23 部分中定義的出口管制分類號碼 3B002、3B090、3B611、3B991 或 3B992 項下項目。

15.7. Customer is not a military end user/military intelligence end user, shall not use the Product(s) for a military end use/military-intelligence end use and shall not sell, export, reexport, transfer or divert the Product(s) to a military end user/military-intelligence end-user as defined in the EAR part 744.21 and 744.22. Customer shall not use the Products for a military end-use including for the development, production or test of a military item as defined in Article 4 of Council Regulations (EC) 821/2021.

15.7. 客戶非軍事終端用戶/軍事情報終端用戶，客戶亦不應將產品用於軍事終端用途/軍事情報終端用途，且不應將產品銷售、出口、再出口、轉讓或轉移至 EAR 的第 744.21 和 744.22 部分中定義的軍事終端用戶/軍事情報終端用戶。客戶不應將產品用於軍事終端用途，包含開發、生產或測試《歐洲理事會第 821/2021 號條例》第 4 條中定義的軍事項目。

16. NO AGENCY.

16. 無代理

These Terms and Conditions do not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of these Terms and Conditions. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

本條款和條件不建立任何代理、合夥、合資企業或特許經營關係。任一方的員工不得因本條款和條件的存在或執行而成為或被視為另一方的員工。本條款和條件的每一方均為獨立的契約當事人。任何一方不得代表另一方承擔或制定任何性質的義務，或在任一方面約束另一方。

17. NOTICES.

17. 通知

Notices required under these Terms and Conditions shall be given in writing and directed to the address set forth below for LitePoint, or for Customer, to either of the last address a) to which an invoice was sent by LitePoint, or b) from which a purchase order was received by LitePoint. LitePoint's address for notices is: LitePoint Corporation, Attn: Contracts, 180 Rose Orchard Way, San Jose, CA 95134 USA, or alternately, contracts@teradyne.com. Acceptable methods for sending notice are overnight courier, certified mail, or electronic mail. Notices given by overnight courier or certified mail are deemed delivered two (2) days after posting and notices given by email are deemed to be delivered when sent. Notwithstanding the foregoing, notices regarding changes in software license terms, policies, or programs may be delivered by posting on LitePoint.com or by email.

本條款和條件要求的通知應以書面作成，並寄送至 LitePoint 的下列地址，或寄送至客戶任一最近使用之地址：a) LitePoint 寄送客戶發票的地址，或 b) LitePoint 接收採購訂單的地址。LitePoint 接收通知的地址為：LitePoint 公司，收件人：合同，180 Rose Orchard Way, San Jose, CA 95134 USA，或者發送電子郵件至 contracts@teradyne.com。可接受的通知寄送方式為隔夜快遞、掛號信或電子郵件。以隔夜快遞或掛號信寄送的通知被視為在郵寄後兩（2）天送達，而透過電子郵件寄送的通知在寄送時被視為送達。縱有上述規定，但有關軟體授權條款、政策或程式變更的通知可透過 LitePoint.com 發布或通過電子郵件發送。

18. ENTIRE AGREEMENT.

18. 完整合意

These Terms and Conditions constitute the final, complete and exclusive agreement between the parties with respect to Customer's use of the Products and supersedes any prior or contemporaneous representations or agreements, whether written or oral.

本條款和條件就客戶對產品的使用構成雙方之間最終、完整和排他性協議，並取代任何先前或同期的書面或口頭陳述或協議。

19. MISCELLANEOUS.

19. 其他

These Terms and Conditions are governed by the laws of the State of California, excluding conflicts of laws principles. Customer consents to the exclusive jurisdiction and venue of the state and federal courts located in San Jose, California for all claims, actions and disputes (if any) not subject to arbitration. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions shall remain in full force and effect. The headings in these Terms and Conditions are inserted for convenience only and do not affect its interpretation. These Terms and Conditions are made in English. The Chinese version is for reference only. In case of any ambiguity herein, the English version shall prevail.

本條款和條件受加州法律管轄，排除法律衝突原則。對於所有非經仲裁解決的索賠、訴訟和爭議（如有），客戶同意位於加州聖荷西市的州和聯邦法院具有專屬管轄權並以其作為審判法院。若具有司法管轄權的法院認為本條款和條件的任何條款違背法律，則應對該條款進行變更和解釋，以在法律允許的最大範圍內最充分地實現原條款的宗旨，而本條款和條件的其餘條款仍維持完全有效。本條款和條件中的標題僅為方便起見而設，並不影響其解釋。本條款和條件以英文作成，中文版本僅為參考。英文版與中文版間發生歧異時，應以英文版為準。