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EXHIBIT A
Subscription Terms and Conditions
附件 A
订阅条款与条件

1. Definitions

定义

- (A) **“Agreement”** means, with respect to each individual Work Order, these terms and conditions and such Work Order, along with any other agreement in place between the parties.
“协议”指每份工作订单、本条款与条件，以及双方之间的任何其他协议。
- (B) **“Affiliate”** means all entities which control, are controlled by, or are under common control of the named party, whether directly or through one or more intermediaries, with “control” and “controlled” defined as ownership of more than fifty percent (50%) of the voting capital stock or other interest that has voting rights with respect to the election of the board of directors or similar governing authority.
“关联公司”指直接或通过一层或多层中间机构控制指定命名方、受其控制或与其共同受控的所有实体。“控制”和“受控”定义为持有超过百分之五十（50%）有表决权的股本或其他具有董事会或类似管理机构选举投票权的权益。
- (C) **“Customer Data”** means all electronic data or information submitted by Customer to the Services in conjunction with Customer’s use of the Services.
“客户数据”指客户在使用服务过程中提交至服务的所有电子数据或信息。
- (D) **“Documentation”** means the Vendor-provided documentation, use and implementation descriptions, user guide, or other technical specifications associated with or included within the Services, which may be made available on Vendor’s website or through electronic means.
“文档”指供应商提供的与服务相关的文档、使用和实施说明、用户指南或其他技术规范，可能通过供应商网站或电子方式提供。
- (E) **“Malicious Code”** means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
“恶意代码”指病毒、蠕虫、定时炸弹、特洛伊木马和其他有害或恶意代码、文件、脚本、代理或程序。
- (F) **“Service(s)”** means Vendor’s services that Customer or Customer’s Affiliates identified under a Work Order, including the following: IN-GaugeSM Performance Management Software; data extraction process to support PMS, POS, data warehouse, data lake or any customer third party application; FPG Front Desk upsell tracking and reporting processes and mechanism; IN-GaugeSM modular application to include core functionality, features and UI; IN-GaugeSM machine learning products to learn application; IN-GaugeSM Knowledgebase; IN-GaugeSM administration panel provided as part of IN-GaugeSM.
“服务”指工作订单中指定由供应商提供的服务，包括以下内容：IN-GaugeSM绩效管理软件；数据信息提取流程，以支持 PMS, POS, 数据仓库, 数据湖或任何客户第三方应用程序；FPG 前台增销追踪和报告流程及机制；IN-GaugeSM 模块化应用程序，包括核心功能，特性和用户界面；IN-GaugeSM机器学习产品学习应用；IN-GaugeSM知识库；IN-GaugeSM管理面板作为 IN-GaugeSM的一部分提供。
- (G) **“Subscription Term”** means either the Subscription Term or each Renewal Term as the case dictates and as set forth in the Work Order.
“订阅期限”指工作订单中根据具体情况规定的订阅期限或每个续订期限。
- (H) **“Users”** means individuals who are authorized by Customer to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied unique user login identifications. Users may include but are not limited to Customer’s employees, consultants, contractors, and agents.
“用户”指经客户授权使用服务的个人，已订购服务订阅并获得唯一用户登录标识。用户包括但不限于客户的员工、顾问、承包商和代理人。
- (I) **“Work Order”** means the documents for placing orders hereunder which reference these Terms and Conditions, including addenda thereto, that are entered into between Customer and Vendor or any of Vendor’s Affiliates from time to time, including addenda and supplements thereto.
“工作订单”指引用本条款与条件的订购文件，包括其附件，由客户与供应商或其任何关联公司不时签订，包括其增补和补充文件。



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2. Services Provision and Usage Limits

服务提供与使用限制

- (A) **Provision of Services.** Vendor shall make the Services available to Customer pursuant to this Agreement and the relevant Work Order during the Subscription Term set forth in the Work Order.

服务提供。供应商应根据本协议及相关工作订单，在订阅期限内向客户提供所述服务。

- (B) **Room and User Subscriptions.** Unless otherwise specified in the applicable Work Order, (i) Services are accessed on a subscription basis and shall not be accessed by no more than the number of Users or used to support more than the number of rooms ("Rooms") specified in the Work Order, (ii) additional User or Room subscriptions may be purchased during the applicable Subscription Term, and (iii) the added usage subscriptions shall terminate on the same date as expiration or termination of the Subscription Term. The Services may be subject to other limitations, such as, for example, limits on usage, on disk storage space, or on the number of calls Customer is permitted to make against Vendor's application programming interface. Any such limitations are specified in the Work Order. The Services provide real-time information to enable Customer to monitor Customer's compliance with such limitations, if applicable, and this Agreement.

客房与用户订阅。除非相关工作订单另有规定，(i) 服务按订阅方式提供，访问用户不得超过工作订单规定的用户数量，或用于支持超过工作订单规定的房间数量("房间")；(ii) 在订阅期限内可增购用户或房间订阅；(iii) 新增用量订阅应与订阅期限同时终止。服务可能受其他限制约束，例如使用量、磁盘存储空间或客户调用供应商应用程序接口的次数限制。任何此类限制均在工作订单中列明。服务提供实时信息以便客户监控对此类限制(如适用)及本协议的遵守情况。

- (C) **Affiliates.** Each Affiliate of Customer that enters into a Work Order under this Agreement agrees to be bound by the terms of this Agreement as if it were an original party hereto. Work Orders shall be deemed incorporated herein by reference. No Customer Affiliate may utilize the Services under a Work Order unless agreed to in writing by Vendor.

关联公司。根据本协议签订工作订单的客户关联公司同意受本协议条款约束，如同其为原始缔约方。工作订单应被视为通过引用并入本协议。未经供应商书面同意，客户关联公司不得根据工作订单使用服务。

3. Vendor Support

供应商支持

Vendor shall provide Vendor's Support Plan for the Services to Customer as set forth in Exhibit B attached hereto, at no additional charge, and/or upgraded support if purchased separately under the Work Order.

供应商应按本协议附件B的规定，免费向客户提供标准支持计划，和/或工作订单中单独购买的升级支持服务。

4. Customer Responsibilities

客户责任

- (A) **Customer's Responsibilities.** Customer shall (i) ensure Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality, and legality of Customer Data and of the means by which Customer acquired Customer Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Vendor promptly of any such unauthorized access or use; (iv) use the Services only in accordance with the Documentation and all applicable laws and government regulations; and (v) be responsible for the manner in which Customer uses the Services, including the policies and procedures Customer establishes to protect the security of its data, computer network, and other facilities, its choice of equipment, software, and online content, and all other matters related to how Customer uses the Services. Customer shall not (i) make the Services available to anyone other than Users; (ii) sell, resell, rent, or lease the Services; (iii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, in violation of this Agreement, or applicable laws; (iv) use the Services to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (vi) attempt to gain unauthorized access to the Services or their related systems or networks; (vii) copy, modify, or create derivative works of the Service or attempt to ascertain the underlying processes or code of the Service; or (viii) use the Service to develop, modify, or create a product or service that competes with Service or has substantially similar functionality as the Service.

客户责任。客户应：(i) 确保用户遵守本协议；(ii) 对客户数据的准确性、质量及合法性负责，并对获取客户数据的方式负责；(iii) 采取商业合理措施防止对服务的未授权访问或使用，并及时通知供应商任何此类未授权访问或使用；(iv) 仅根据文档及所有适用法律法规使用服务；(v) 对使用服务的方式负责，包括为保护其数据、计算机网络及其他设施安全而制定的政策与程序，其设备、软件及在线内容的选择，以及与服务相关的所有其他事项。客户不得：(i) 向用户以外的任何人提供服务的访问权限；(ii) 出售、转售、出租或租赁服务；(iii) 使用服务存储或传输侵权、诽谤或其他非法或侵权材料，或以违反第三方隐私权、本协议或适用法律的方式存储或传输



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材料；(iv) 使用服务存储或传输恶意代码；(v) 干扰或破坏服务或其包含的第三方数据的完整性或性能；(vi) 试图未经授权访问服务或其相关系统或网络；(vii) 复制、修改服务或创建服务的衍生作品，或试图确定服务的底层流程或代码；(viii) 使用服务开发、修改或创建与服务竞争或功能基本相似的产品或服务。

- (B) **Representations and Warranties.** Customer represents and warrants that (i) it has full right and authority to enter into this Agreement; (ii) it will not use the Services in any manner which is in violation of any law or governmental regulation; (iii) the Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; (iv) the Customer Data will not include indecent or obscene material or constitute a defamation or libel of any third party and will not result in the obligation of Vendor to make payment of any third party licensing fees; and (v) it will comply with all relevant export and encryption laws and regulations of the United States and the country in which the Services are utilized (“**Export Laws**”).

声明与保证。客户声明并保证：(i) 其拥有签订本协议的完整权利和授权；(ii) 不会以违反任何法律或政府法规的方式使用服务；(iii) 客户数据不会侵犯他人权利，包括但不限于任何专利、版权、商标、商业外观、商业秘密、隐私权、公开权或其他个人或专有权利；(iv) 客户数据不包含不雅或淫秽材料，不构成对第三方的诽谤或中伤，且不会导致供应商有义务向第三方支付许可费用；(v) 其将遵守美国及服务使用所在国家/地区所有相关出口和加密法律法规（“**出口法律**”）。

- (C) **Performance.** In addition to the excused performance contemplated under Section 14 (Force Majeure), Vendor will be excused from failures to: (i) perform or provide any services, or (ii) meet any obligations described in this Agreement if (A) Customer fails to perform Customer's responsibilities as identified in any Work Order or in any other provisions of this Agreement (collectively, a “**Customer Failure**”), and (B) such Customer Failure directly causes Vendor's failure to perform (an “**Excused Performance Failure**”). A Customer Failure includes the failure of Customer to purchase application support maintenance coverage with respect to Customer owned or licensed software applications to the extent such lack of application maintenance support causes such failure. In the event of a Customer Failure which results in an Excused Performance Failure, Vendor will, as soon as reasonably possible under the circumstances, (i) give Customer notice of the Customer Failure and the Excused Performance Failure, and (ii) use reasonable efforts to provide the Services, and to otherwise mitigate the adverse consequences of the Customer Failure.

履约。除第 14 条（不可抗力）规定的免责履约情形外，在以下情况下供应商可免除履约责任：(i) 未能履行或提供任何服务，或 (ii) 未能履行本协议规定的任何义务，前提是 (A) 客户未履行工作订单或本协议其他条款规定的客户责任（统称为“**客户违约**”），且 (B) 该客户违约直接导致供应商未能履约（“**免责履约失败**”）。若客户未就其拥有或许可的软件应用程序购买应用支持维护服务导致故障，该行为构成客户违约。若客户违约导致免责履约失败，供应商应：(i) 在合理可行的情况下尽快通知客户该违约及免责履约失败；(ii) 尽合理努力提供服务，并减轻客户违约的不利影响。

5. Professional Services

专业服务

No on-site service or professional service is included under this Agreement. Any such service requested by Customer shall be provided at Vendor's standard rates as then in effect if negotiated under separate terms and conditions between Vendor and Customer.

本协议不包含任何现场服务或专业服务。客户要求的此类服务应按供应商当时有效的标准费率提供，并根据供应商与客户另行协商的条款和条件执行。

6. License

许可

In consideration for the payment of all applicable charges, Customer is granted the right to use the Services strictly in accordance with and subject to any accompanying Documentation. Customer is prohibited from creating any internet links to or from the Service, other than Customer's own internal intranets. Except as specifically set forth herein, Vendor has no obligation to provide maintenance or other support of any kind for any third-party software, including without limitation any error corrections, updates, enhancements, or other modifications.

作为支付所有适用费用的对价，客户被授予严格按照本协议及随附文档使用服务的权利。客户禁止创建任何互联网链接至服务或从服务创建链接（客户内部内联网除外）。除本协议明确规定外，供应商无义务为任何第三方软件提供任何形式的维护或其他支持，包括但不限于错误更正、更新、增强或其他修改。

7. Customer Data

客户数据



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Customer shall retain all title, copyright, and other proprietary rights in and to any Customer Data that is entered in the Services during the Subscription Term of this Agreement. Vendor shall treat Customer Data as confidential information as set forth in Section 17 (Confidentiality), and will take commercially reasonable actions to protect the security and integrity of said Customer Data. Upon written request by Customer within thirty (30) days of the effective date of termination of the relevant Work Order, and provided all outstanding fees have been paid, Vendor shall make available to Customer a file of Customer Data via the Services or permit Customer to extract and transfer such data. After such thirty (30) day period, Vendor shall have no obligation to maintain or provide any Customer Data to Customer.

客户应保留在本协议订阅期限内输入服务的任何客户数据的所有权、版权和其他专有权利。供应商应按照第 17 条（保密条款）的规定将客户数据视为机密信息，并采取商业合理的措施保护所述客户数据的安全性和完整性。在相关工作订单终止生效后三十（30）天内收到客户的书面请求，且所有未付费用均已结清的情况下，供应商应通过服务向客户提供客户数据文件或允许客户提取和传输此类数据。超过该三十（30）天期限后，供应商无义务保留或向客户提供任何客户数据。

8. Statistical and Performance Information

统计和性能信息

Vendor may compile performance statistics related to the operations of its hosting services, which may be based in whole or in part on the Services delivered to Customer. Vendor retains all title, copyright, and other proprietary rights to this statistical and performance information. Such statistical and performance information shall not reference Customer by name without the prior written consent of Customer.

供应商可编制与其托管服务运营相关的性能统计数据，这些数据可能全部或部分基于向客户提供的服务。供应商保留对此类统计和性能信息的所有权、版权和其他专有权利。未经客户事先书面同意，此类统计和性能信息不得使用客户名称进行引用。

9. Disclaimer of Warranties

免责声明

Customer agrees that it is solely responsible for assessing its own computer and transmission network needs and the results to be obtained therefrom. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S USE AND USERS' USE OF THE SERVICES, SOFTWARE, AND/OR EQUIPMENT PROVIDED BY VENDOR AND THE INTERNET. CUSTOMER UNDERSTANDS AND AGREES FURTHER THAT THE INTERNET IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF VENDOR'S AND/OR CUSTOMER'S NETWORK. VENDOR HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR ACTIONS AND CUSTOMER AND CUSTOMER'S USERS ACCESS THE SERVICES AT THEIR OWN RISK. THE SERVICES, FACILITIES, AND RELATED SOFTWARE AND/OR EQUIPMENT PROVIDED BY VENDOR UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY VENDOR, ITS AFFILIATES, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

客户同意其全权负责评估自身的计算机和传输网络需求及预期获得的结果。客户承担其自身及用户使用供应商提供的服务、软件和/或设备以及互联网的全部责任。客户进一步理解并同意，互联网可能被试图破坏供应商和/或客户网络安全的人员访问。供应商对此类材料或行为无法控制，并明确声明不承担任何责任，客户及其用户需自行承担使用服务的风险。根据本协议由供应商提供的服务、设施及相关软件和/或设备均按“现状”和“可用性”基础提供，不作任何明示或暗示的保证，包括但不限于所有权保证、不侵权保证或适销性、特定用途适用性的默示保证，特此全部予以免责。供应商、其关联公司或其承包商或各自员工提供的任何建议或信息均不构成保证。

10. Indemnity

赔偿

(A) Vendor shall defend, indemnify, and hold harmless Customer and its directors, officers, agents, and employees ("Customer Indemnified Parties") from and against any and all liabilities, costs, and expenses, including reasonable attorneys' fees, associated with third party claims against any Customer Indemnified Parties to the extent based on an allegation that the Service infringes, misappropriates, or otherwise violates any intellectual property rights of such third party (each, a "Customer Claim").

供应商应为客户及其董事、高级职员、代理和员工（“客户赔偿方”）进行辩护，并使其免受基于以下指控产生的所有责任、成本和费用（包括合理的律师费）的损害：服务侵犯、盗用或以其他方式违反第三方的知识产权（每项称为“客户索赔”）。



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- (B) Customer agrees to defend, indemnify, and hold harmless Vendor and its Affiliates and their respective directors, officers, agents, and employees harmless from and against any and all liabilities, costs, and expenses, including reasonable attorneys' fees, associated with third party claims against Vendor to the extent based on an allegation arising out of or relating to: (i) a breach of Section 4(A) (Customer Responsibilities), Section 4(B) (Representations and Warranties), or Section 7 of this Agreement by Customer or Users; (ii) Customer Data; (iii) acts or omissions of Customer or Customer's agents or contractors in connection with the installation, maintenance, presence, use, or removal of equipment or software not provided by Vendor in connection with the provision of the Services; and (iv) claims for infringement of any third party proprietary right, including copyright, patent, trade secret, or trademark rights, arising from the use of any services, equipment, or software not provided by Vendor.

客户同意为供应商及其关联公司以及各自的董事、高级职员、代理和员工进行辩护，并使其免受基于以下情况产生的所有责任、成本和费用（包括合理的律师费）的损害：(i) 客户或用户违反本协议第 4(A) 条（客户责任）、第 4(B) 条（声明与保证）或第 7 条；(ii) 客户数据；(iii) 客户或其代理或承包商在与安装、维护、存在、使用或移除非供应商提供的设备或软件相关的作为或不作为；(iv) 因使用非供应商提供的任何服务、设备或软件而侵犯任何第三方专有权利（包括版权、专利、商业秘密或商标权）的索赔。

- (C) Vendor will have no liability if the Customer Claim is caused by or the result of: (i) modifications to the Service made other than by Vendor or on Vendor's behalf; (ii) the combination, operation, or use of the Service with equipment, devices, software, or data not authorized by Vendor or necessarily contemplated under the Documentation; (iii) use of the Service in violation of this Agreement or any other written instructions provided by Vendor; or (iv) Vendor's compliance with any designs or specifications provided to it by Customer.

在以下情况下，供应商不承担责任：(i) 对服务进行的修改非由供应商或代表供应商作出；(ii) 将服务与未经供应商授权或在文档中未明确预期的设备、装置、软件或数据组合、操作或使用；(iii) 违反本协议或供应商提供的任何书面指示使用服务；或(iv) 供应商遵守客户提供的任何设计或规格。

- (D) For a party to obtain indemnification under this Section 10, the party seeking to be indemnified (the "Indemnified Party") will: (i) promptly notify the other party (the "Indemnifying Party") in writing of a third-party claim; (ii) grant the Indemnifying Party sole control of the defense and resolution of the claim; and (iii) provide the Indemnifying Party, at the Indemnifying Party's expense, with all assistance, information, and authority required for the defense or resolution of the claim. The Indemnifying Party shall not enter into a settlement of any claim that imposes any liability or material obligation on the Indemnified Party or materially prejudices the Indemnified Party's rights without the Indemnified Party's prior written consent that the Indemnified Party shall not unreasonably withhold, condition, or delay.

一方根据本第 10 条获得赔偿的前提是，寻求赔偿的一方（“受偿方”）应：(i) 立即以书面形式将第三方索赔通知另一方（“赔偿方”）；(ii) 授予赔偿方对该索赔辩护和解决的独家控制权；以及(iii) 应赔偿方要求并由其承担费用，提供辩护或解决索赔所需的所有协助、信息和授权。未经受偿方事先书面同意（受偿方不得无理拒绝、拖延或附加条件），赔偿方不得达成任何对受偿方施加责任或重大义务或实质损害受偿方权利的索赔和解。

- (E) THIS SECTION 10 IS VENDOR'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION 10.

本条是供应商对第 10 条项下可获赔偿的任何索赔的唯一责任，也是客户的唯一和排他救济。

11. Fees and Expenses

费用和开支

- (A) Customer will pay all fees due according to the pricing and terms listed in the Work Order(s) throughout the Subscription Term. If at any time the fees for the Service fall below the fees calculated based on any minimum usage shown in the Work Order(s), Customer shall not be entitled to any refund or reduction in fees. Customer agrees that Customer's subscription and payment of fees hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Vendor regarding future functionality or features.

客户应根据工作订单中列出的定价和条款在整个订阅期限内支付所有到期费用。如果任何时候服务费用低于根据工作订单中所示最低使用量计算的费用，客户无权获得任何退款或费用减免。客户同意，其订阅和支付费用不以交付任何未来功能或特性为条件，也不依赖于供应商就未来功能或特性作出的任何口头或书面公开评论。

- (B) After the initial Subscription Term (or the completion of each Renewal Term) or the initial term of any Work Order, Vendor shall have the right to increase its fees under any Work Order at any time upon sixty (60) days prior written notice to Customer, provided that Vendor may not increase its fees under a Work Order more than once in any twelve (12) month period.

初始订阅期限（或每个续订期限）或任何工作订单的初始期限结束后，供应商有权在任何时候提前六十（60）天书面通知客户提高任何工作订单下的费用，但供应商在任何十二（12）个月内对同一工作订单的费用上调不得超过一次。



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12. Payment Terms

付款条款

Unless otherwise specified on the Work Order, the Services are billed and payable within thirty (30) days of the invoice date. Vendor may, at its discretion, pass through credit card or other third party payment processing fees if permissible under applicable law. Any payment not received within thirty (30) days of the invoice date shall accrue interest of the lower of either (A) one and one-half percent (1.5%) or (B) the highest rate permissible under applicable law, per month on the unpaid balance. If Vendor terminates this Agreement on account of Customer's uncured breach, Vendor will be entitled to recover payment for all Services rendered as well as cost for implementation set-up and activation if termination occurs within the first six (6) months of the Agreement; and Vendor will be entitled to, as liquidated damages, a termination equal to sixty percent (60%) of the aggregate fees payable for each full or partial month remaining in the Subscription Term. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE ACTUAL DAMAGES TO Vendor IN SUCH EVENT WOULD BE IMPOSSIBLE OR IMPRACTICAL TO DETERMINE AND THAT THIS PROVISION FOR LIQUIDATED DAMAGES IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AND KNOWN TO THE PARTIES.

除非工作订单中另有规定，服务费用应在发票日期后三十（30）天内计收并支付。根据适用法律允许的情况下，供应商可自行决定转嫁信用卡或其他第三方支付处理费用。任何款项若未在发票日期后三十（30）天内支付，则应按以下两者中较低者计收月息：(A) 1.5%；或(B) 适用法律允许的最高利率。如果供应商因客户未补救的违约行为终止本协议，供应商有权收取所有已提供服务的费用，以及若终止发生在协议前六（6）个月内，还包括实施设置和激活费用；并且供应商有权作为违约金，收取订阅期限内剩余每个完整或部分月份应付总费用的 60%。双方在此确认并同意，在此情况下供应商的实际损失难以或无法确定，且该违约金条款在双方已知和存在的情况下是合理的。

13. Assignment

转让

Without the prior written consent of Vendor, Customer's rights to any Services under this Agreement and this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Customer and any attempt to do so in violation of this Section shall be null and void ab initio, except that Vendor may assign or transfer this Agreement in whole without Customer's consent (A) to any of its Affiliates, or (B) upon a change of control of Vendor, upon a sale of all or substantially all assets of Vendor, by operation of law, or due to a merger, consolidation, or reorganization of Vendor.

未经供应商事先书面同意，客户不得以自愿或其他方式转让、分许可或以其他方式转让其根据本协议对任何服务的权利和本协议，任何违反本条的尝试均自始无效，但供应商可在以下情况下无需客户同意转让或转移本协议：(A) 向其任何关联公司转让；或(B) 因供应商控制权变更、出售全部或实质全部资产、法律运作或由于供应商合并、整合或重组。

14. Force Majeure

不可抗力

Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or delay in its performance under this Agreement due to causes beyond such party's reasonable control, including but not limited to: (A) acts of God, fire, flood, or other catastrophes; (B) any law, order, regulation, direction, or action of any governmental entity or agency, or any civil or military authority; (C) national emergencies, insurrections, riots, wars; strikes, lock-outs, work stoppages, or other labor difficulties; or (D) failure of the internet (not resulting from the actions or inaction of such party), provided that such affected party (i) gives the other party prompt notices of such cause and (ii) uses reasonable commercial efforts to promptly correct such failure or delay in its performance. If Customer is unable to operate its business due to the foregoing subclauses (A) through (C) ("Closure Event"), the Subscription Term of the Service that is not used during that time shall extend for the period of the Closure Event, provided such period shall not extend longer than three (3) months.

任何一方对于因超出其合理控制范围的原因导致的未能或延迟履行本协议不承担责任，也不应延长任何信用津贴或提供其他补救措施，包括但不限于：(A) 天灾、火灾、洪水或其他灾难；(B) 任何政府实体或机构的任何法律、命令、法规、指示或行动，或任何民事或军事当局的行为；(C) 国家紧急状态、暴动、战争；罢工、停工、停工或其他劳资纠纷；或(D) 非因该方作为或不作为导致的互联网故障，前提是受影响方(i) 立即向另一方通知该原因；以及(ii) 尽商业合理努力迅速纠正其履约中的未能或延迟。如果客户因上述(A)至(C)项（“关闭事件”）无法运营其业务，未在该期间使用的服务的订阅期限应延长关闭事件的持续时间，但该延长期限不得超过三（3）个月。

15. Limitation of Liability

责任限制



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- (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY), IN EACH CASE REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

在任何情况下，任何一方均不对因本协议项下提供的服务而产生或与之相关的任何间接损害、附带损害、特殊损害、惩罚性损害或后果性损害，或利润或特许权使用费的丧失或推定丧失、数据丢失或采购替代商品或服务的费用承担责任，无论是因为，除其他外，违反保证或由此产生的任何义务，也无论责任是基于，除其他外，合同或侵权（包括但不限于过失和严格产品责任）主张，在任何情况下，无论该方是否已被告知可能发生此类损失或损害。

- (B) VENDOR'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE GREATER OF (i) THE MONTHLY RECURRING CHARGES PAID BY CUSTOMER TO VENDOR FOR SERVICES FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR DAMAGES UNDER THIS AGREEMENT OR \$500.00. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ANY REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The provisions of this Section allocate the risks between Vendor and Customer and Vendor's pricing reflects the allocation of risk and limitation of liability specified herein.

供应商在本协议项下的责任在任何情况下均不得超过以下两者中较高者：(i) 客户在紧接索赔前的十二（12）个月内根据本协议向供应商支付的服务每月定期费用；或 500.00 美元。客户在此放弃主张任何关于这些免责条款剥夺其充分救济的权利或导致本协议项下任何救济无法实现其基本目的的索赔。本条规定在供应商与客户之间分配风险，且供应商的定价反映了此处规定的风险分配和责任限制。

- (C) No action or claim, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after Customer knew or should have known of the event which gave rise to the cause of action, unless such restriction is not enforceable under applicable law.

无论采取何种形式，客户因本协议提起的任何诉讼或索赔均不得在客户知道或应当知道导致诉由的事件后超过两（2）年提出，除非该限制根据适用法律不可执行。

- (D) THE CUSTOMER AND VENDOR AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 15 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT VENDOR HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

客户和供应商同意，本第 15 条规定的责任限制是双方达成交易的基本依据，供应商基于该等条款的可执行性而确定其费用，并且尽管任何救济可能无法实现其基本目的，该等责任限制条款仍应适用。

16. Term and Renewal

期限和续订

Unless otherwise set forth in the Work Order, this Agreement is effective from the Effective Date and shall continue through the Subscription Term of the Service set forth in the Work Order; thereafter, this Agreement will automatically renew for additional twelve (12) month terms (each a "Renewal Term") unless Customer provides Vendor written notice of its intent not to renew this Agreement thirty (30) days prior to the end of the then existing term. Notwithstanding anything contained in this Agreement, this Agreement shall remain in effect so long as Vendor is providing Services under any Work Order.

除非工作订单中另有规定，本协议自生效日起生效，并在订单中规定的服务订购期限内持续有效；此后，除非客户在现有期限结束前三十（30）天向供应商发出书面通知，表示其不打算续约本协议，否则本订单将自动续约额外的十二（12）个月期限（每个期限称为“续订期限”）。不论本协议中有任何相反规定，只要供应商根据任何工作订单提供服务，本协议应持续有效。

17. Confidentiality

保密

- (A) The parties mutually acknowledge that the Services delivered by Vendor to Customer under this Agreement are the trade secrets and the confidential information of Vendor. Customer will keep confidential the Services, and each party will keep confidential any financial, statistical, business, technical, copyrighted or confidential or proprietary information of the other party which may be submitted by one party to the other (including the price paid for the Services and its related services, any discounts, any special payment terms, and any other negotiated terms of this license), and each party agrees to keep such information confidential by using the same care and



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discretion that it uses with similar confidential and proprietary information of its own but no less than a reasonable standard of care and will instruct its personnel to do so.

双方共同确认，供应商根据本协议向客户提供的服务是供应商的商业秘密和机密信息。客户应对服务内容予以保密，且各方对于另一方可能提交的任何财务信息、统计信息、商业信息、技术信息、受版权保护信息或其他机密或专有信息（包括为服务及其相关服务支付的价格、任何折扣、任何特殊付款条款以及本许可的任何其他协商条款）均应予以保密，各方同意，对此类信息应施加与自身类似机密及专有信息相同程度的谨慎与判断力予以保密，且不得低于合理谨慎标准，并应指示其相关人员遵守同等保密义务。

- (B) Notwithstanding the above, Vendor shall be entitled to issue a press release upon execution of this Agreement, announcing a software subscription between Vendor and Customer, provided however that such press release shall not include any confidential information such as dollar value and size of the deployment, unless Customer has specifically authorized in writing the release of such information. In addition, each party shall be allowed to use the name and logo of the other party on their respective websites subject to reasonable brand guidelines of each party.

尽管有上述规定，供应商应有权在本协议签署时发布新闻稿，宣布供应商与客户之间的软件订阅关系，但该新闻稿不得包含任何机密信息，例如交易金额及部署规模等，除非客户已书面特别授权披露该等信息。此外，在遵守各方合理品牌使用规范的前提下，各方可在各自网站上使用另一方的名称和标识。

18. Suspension, Termination for Cause

暂停、因故终止

- (A) In addition to the termination provisions of this Agreement, Vendor may suspend the provision of any Services upon the failure of Customer to pay any amount when due hereunder or Customer or any party acting on Customer's behalf breaches the terms of this Agreement, provided Customer has been notified and given the opportunity to remedy the payment failure or if Customer's use of the Service is causing immediate and ongoing harm to Vendor or others.

除本协议规定的终止条款外，如果客户未能按时支付本协议项下的任何到期款项或客户或任何代表客户行事的方违反本协议条款，供应商可暂停提供任何服务，前提是已通知客户并给予补救付款失败的机会，或如果客户使用服务对供应商或他人造成即时持续损害。

- (B) In addition, Vendor may terminate this Agreement in the event of (i) Customer's failure to pay any uncontested amount when due hereunder; (ii) the filing of a petition in bankruptcy by or against Customer which, in the case of an involuntary petition, is not dismissed within sixty (60) days; and (iii) any default of this Agreement, including but not limited to violation of Customer's obligations under Sections 4(A) and 4(C), which continues for a period of thirty (30) days.

此外，供应商可在以下情况下终止本协议：(i) 客户未能按时支付本协议项下无争议的到期款项；(ii) 客户被提出或自行提出破产申请，且若为被动申请，未能在六十(60)天内撤销；以及(iii) 违反本协议的任何违约行为，包括但不限于违反第4(A)和4(C)条规定的客户义务，且该等违约行为持续三十(30)天。

19. Contracting Parties, Notices, Governing Law and Jurisdiction

合同方、通知、适用法律和管辖权

- (A) The table below defines the Vendor entity the Customer is contracting with under this Agreement based upon where Customer is domiciled. This table also specifies the party to direct notices to, what jurisdiction and venue will apply in interpreting this Agreement or resolving any disputes arising out of or in connection with this Agreement, and which courts have exclusive jurisdiction and venue over the parties with respect to the performance and interpretation of this Agreement.

下表根据客户注册地定义客户在本协议项下缔约的供应商实体。该表同时载明通知接收方、本协议解释或与本协议相关争议解决所适用的司法管辖区和管辖地，以及就本协议履行与解释对双方具有专属管辖权和管辖地的法院。

If Customer is domiciled in: 如果客户注册地在:	The Vendor entity is: 供应商实体为:	Notices should be addressed to: 通知应发送至:	The governing law is: 适用法律为:	The courts having exclusive jurisdiction and venue are: 拥有专属管辖权和管辖地的法院为:



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The United States of America, Mexico or a Country in Central America, South America or the Caribbean	Frontline Performance Group, LLC	941 W Morse Blvd, Suite 100, PMB 498, Winter Park, FL 32789	Florida and Controlling United States federal law	Orlando, Florida U.S.A.
Canada	Frontline Performance Group Canada, Ltd.	777 Dunsmuir Street, Suite 1700 Vancouver BC V7Y 1K4	Florida and Controlling United States federal law	Orlando, Florida U.S.A.
A Country in Europe other than France or Spain	Frontline Performance Group UK, LTD	3rd Floor, 207 Regent Street, London, W1B 3HH	England & Wales	England & Wales
France	Frontline Performance Group SARL	3-5 rue Saint-Georges 75009 Paris	England & Wales	England & Wales
Spain	Frontline Performance Group Sociedad Limitada	Paseo de Gracia 34, Barcelona, 08007, Spain	England & Wales	England & Wales
A Country in the Middle East, Africa, Turkey, Sri Lanka, Maldives	TSA Training Services FZ-LLC	The Administrator P.O. Box 75329, Dubai, United Arab Emirates	England & Wales	England & Wales
India	FPG Technologies India Private Limited	3rd Floor, 305 and 306, A Wing, ICC Trade Tower, Senapati Bapat Road, Pune, Maharashtra, 411016	Singapore	Singapore
A Country in Asia or the Pacific region, other than Japan or China	TSA Training Services Pte Ltd, a Singapore private limited company	5 Shenton Way, #12-01 UIC Building, Singapore 068808	Singapore	Singapore
Japan	Frontline Performance Group Japan, GK	Nihonbashi 3 Chome Square 11F, 3-9-1 Nihonbashi, Chuo-ku, Tokyo	Singapore	Singapore
China, Hong Kong, Macau or Mongolia	TSA Consultancy Services Pte. Ltd, a Singapore private limited company	5 Shenton Way, #12-01 UIC Building, Singapore 068808	Singapore	Singapore
Australia	Frontline Performance Group Australia, Pty Limited	C/- TMF Corporate Services (Aust) Pty Limited Level 4, 99 William Street, Melbourne VIC 3000	Singapore	Singapore

- (B) This Agreement will be governed in accordance with the applicable law according to the table in Section 19(A) without regard to its conflict of law provisions. The parties agree that exclusive jurisdiction and venue for any actions arising out of or in any way relating to this Agreement will be in the applicable state or federal courts according to the table in Section 19(A). Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of *forum non conveniens* or otherwise.

本协议应根据第 19(A) 条表中规定的适用法律管辖，并排除其法律冲突条款。双方同意，因本协议引起或以任何方式与本协议相关的任何诉讼的专属管辖权和管辖地应为第 19(A) 条表中规定的相应州法院或联邦法院。各方特此同意该等法院的管辖权，并放弃可能享有的以不方便法院原则或其他理由质疑该等法院适当性的任何权利。

- (C) Except as otherwise specified in the Agreement or Work Order, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the seventh business day after regular mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) by email at the time when the email was confirmed received (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices and any other relevant Service notices to Customer shall be addressed to the contacts designated in the Agreement, Work Order or subsequent documentation provided by the Customer.

除非本协议或工作订单中另有规定外，所有通知、许可和批准均采用书面形式，并在以下情况视为已送达：(i) 专人递送时；(ii) 普通邮寄后第七个工作日；(iii) 确认传真发送后第二个工作日；或(iv) 通过电子邮件发送且确认收到时（但终止通知或可赔偿索赔的通知不得仅通过电子邮件发送）。与账单相关的通知和其他相关服务通知应发送至客户在协议、工作订单或后续提供的文件中指定的联系人。



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20. Severability

可分割性

If a court declares one or more provisions or parts of this Agreement invalid, illegal, or unenforceable with jurisdiction over the parties to this Agreement, the remaining provisions will nevertheless remain in full force and effect in such jurisdiction, unless such severance would frustrate the contractual intent of the parties.

如果具有管辖权的法院宣布本协议的一项或多项条款或部分无效、不合法或不可执行，其余条款仍应在该司法管辖区继续完全有效，但若该等剔除将导致合同目的无法实现的除外。

21. Relationship of the Parties

双方关系

The relationship between Vendor and Customer is that of independent contractors and neither party is an employee, agent, partner or joint-venture of the other. Customer has no authority, apparent or otherwise, to contract for or on behalf of Vendor, or in any other way legally bind Vendor in any fashion. Vendor has no authority, apparent or otherwise, to contract for or on behalf of Customer, or in any other way legally bind Customer in any fashion. Neither Vendor nor Customer shall hold itself out as the agent of the other party, nor imply, nor fail to correct a misunderstanding, that there is an agency relationship between it and the other party. Each party is solely responsible for its employees, contractors, directors, officers and representative agents and neither party's employees, contractors, directors, officers, or representative agents will be entitled to or benefit from the other party's benefit or entitlement plans.

供应商与客户的关系为独立合同方关系，任何一方均不构成另一方的员工、代理人、合作伙伴或合资企业。客户无权以明示或默示方式代表供应商签订立合同，或以任何其他方式对供应商产生法律约束力。供应商亦无权以明示或默示方式代表客户订立合同或以任何方式对客户产生法律约束力。供应商和客户均不得对外宣称自己是另一方的代理，也不得暗示或放任他人误解双方存在代理关系。各方应独自对其员工、承包商、董事、高级职员和代表代理负责，且任何一方的员工、承包商、董事、高级职员或代表代理均无权享受或受益于另一方的福利或权益计划。

22. Construction & Legal Advice

解释与法律建议

In the event of any dispute over the terms in the Agreement, the terms in the Agreement will be deemed to have been drafted by all parties herein and will not be strictly construed as against any party. The parties have been made aware of their right and opportunity to consult with independent legal counsel and have either done so, or knowingly waive the right to do so. Further the parties acknowledge that they have engaged in negotiations to reach agreement on these terms.

如就本协议条款发生任何争议，本协议条款应视为由各方共同拟定，且不得作不利于任何一方的严格解释。各方已知悉并理解其有权且有机会咨询独立法律顾问，且已实际进行咨询或明知该权利而自愿放弃。此外，双方确认已通过协商达成本协议条款。

23. Foreign Corrupt Practices Act FCPA and Anti-Money Laundering

美国反海外腐败法与反洗钱

- (A) Vendor understands and complies with the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA") (15 U.S.C. §§ 78dd-1, et. seq.), as if the Vendor were a U.S. "issuer," and laws and regulations related to anti-corruption, anti-bribery, anti-money laundering, and sanctions that are applicable to this Agreement or the actions of Vendor in connection with this Agreement.

供应商理解并遵守美国《反海外腐败法》（“FCPA”）（《美国法典》第15编第78dd-1节及以下）的规定，犹如供应商是美国“发行人”，以及适用于本协议或供应商与本协议相关行为的反腐败、反贿赂、反洗钱和制裁相关法律法规。

- (B) Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employees or agents of either party in connection with this Agreement. If Customer shall learn of any violation of the above restriction, if permitted by applicable law, Customer will use reasonable efforts to promptly notify Vendor at Admin@FrontlinePG.com.

任何一方均未收受或获提供与本协议相关的、来自另一方员工或代理人的任何非法或不正当贿赂、回扣、付款、礼品或其他有价物品。如客户发现任何违反上述限制的行为，在适用法律允许的情况下，客户应尽合理努力立即通过Admin@FrontlinePG.com通知供应商。

24. Export Controls

出口管制



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Each party shall comply with the Export Laws and regulations of the applicable jurisdictions in providing and using Services. Without limiting the generality of the foregoing, Customer is not and shall not make Services available to any person or entity that is: (A) located in a country that is subject to a U.S. government embargo; (B) listed in The Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN List) or Other OFAC Sanctions List as maintained and provided by The U.S. Department of the Treasury; or (C) engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

各方在提供和使用服务时，均应遵守相关司法管辖区的出口法律和法规。在不限制前述规定一般适用性的前提下，客户不得且不得使服务可供以下人员或实体使用：(A) 位于受美国政府禁运的国家；(B) 被列入美国财政部外国资产控制办公室(OFAC)特别指定国民和被封锁人员名单(SDN 名单)或其他 OFAC 制裁名单列明；或(C) 从事与大规模杀伤性武器扩散直接或间接相关的活动。

25. Taxes

税务

Customer agrees to pay when due (or reimburse Vendor for) all taxes including all sales, use, value-added and other taxes (federal, state or otherwise), which Vendor is at any time obligated to pay or collect in connection with the Services and the license of the Services, all of which will be invoiced in addition to the fees under the Work Order, except any taxes based on Vendor's net income. Any delay by Vendor in collecting any such tax will in no way release Customer of Customer's obligation under this Section.

客户同意按时支付（或向供应商补偿）所有税费，包括供应商在任何时候有义务支付或收取的与服务和服务的许可相关的所有销售税、使用税、增值税及其他税费（联邦、州或其他），上述费用将另行开具发票，不包含在工作订单费用中，但基于供应商净收入的税费除外。供应商在收取任何此类税费时的延迟，均不免除客户在本条款项下的义务。

26. Survival

存续

Notwithstanding the expiration or termination of this Agreement or any renewal period hereunder, the parties agree that the terms of Sections 4, 6, 7, 9, 10, 11, 12, 15, 17, 18, 19, and 25 through 31 and any other term of this Agreement that by its very nature must survive the expiration or termination of the Agreement do so survive.

无论本协议或其任何续订期限是否到期或终止，双方同意第 4、6、7、9、10、11、12、15、17、18、19 条以及第 25 至 31 条的条款，以及本协议中依其性质必须在协议到期或终止后继续有效的任何其他条款，均应继续有效。

27. Headings; Interpretation

标题；解释

The headings used herein are for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting, "or" shall not be exclusive, singular defined terms do not exclude the plural, and "expiration" and "termination" may be used interchangeably.

本协议中所使用的标题仅为识别和参考之目的，不得用于本协议的解释或理解。除非在特定款中另有明确相反意图，本协议中使用的词语“包括”、“包含”或“含有”等措辞不应被视为限制性含义，“或”不应具有排他性含义，单数形式的定义术语不排除复数形式，“到期”和“终止”可互换使用。

28. Counterparts

副本

This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Signatures shall be valid whether by paper original, fax, PDF, or electronic.

本协议可以签署副本，所有副本合并构成同一份法律文件。无论通过纸质原件、传真、PDF 或电子方式签署，签名均属有效。

29. Prevailing Language of Agreement & Notices

协议的优先语言和通知

(A) The Agreement is in English and if the Agreement is translated into and/or signed in any language other than English, the English language text shall prevail in the event of any discrepancy or inconsistency between the translation and the English language text.

本协议以英文订立，如果本协议被翻译成和/或以英文以外的其他语言签署，在翻译版本与英文版本之间如有任何歧义或不一致，应以英文版本为准。



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- (B) Each notice, instrument, certificate, or other communication to be given by a party to another under the Agreement or in connection with the Agreement shall be in English (being the language herein) and in the event that such notice, instrument, certificate, or other communication or the Agreement is translated into any other language, the English language text shall prevail in any and all events and circumstances.

一方根据本协议或与本协议相关向另一方发出的每份通知、文书、证明或其他通信均应采用英文（即本协议所用语言），如果该通知、文书、证明或其他通信或本协议被翻译成任何其他语言，在任何及所有情况和环境下均以英文版本为准。

30. Amendment

修改

Changes to this Agreement can only be made in writing with the signed agreement of an authorized representative of both Customer and Vendor.

本协议之变更仅可由客户与供应商双方授权代表以书面形式签署同意后作出。

31. Additional Terms and Conditions

附加条款和条件

The additional terms and conditions set forth in each Work Order shall be incorporated into this Agreement.

各工作订单中规定的附加条款和条件应纳入本协议并构成其组成部分。

This Agreement, including its terms and conditions and its Work Order(s) and exhibits, is a complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement, and which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties regarding such subject matter hereof.

本协议，包括其条款与条件及其工作订单和附件，构成双方关于本协议标的达成的完整且排他的协议声明，并取代双方此前或同期就本协议标的作出的一切口头或书面要约、谅解及其他通讯往来。



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EXHIBIT B
Standard Support Plan
附件 B
标准支持计划

1. Online Ticket Support
在线工单支持

Vendor will provide Customer with Online Ticket Support as the primary support channel for all Services. All tickets submitted will be classified into case types and responded to within regular business hours of Customer location.
供应商应将向客户提供在线工单支持作为所有服务的主要支持渠道。所有提交的工单均将按案件类型分类，并在客户所在地的正常工作时间内予以响应。

2. Correction of Malfunctions
故障修复

Vendor will correct Malfunctions as provided herein. “**Malfunction**” shall mean a failure of Service to operate pursuant to the Documentation. This Support Plan is the sole remedy with respect to Malfunctions of the Service. Malfunctions caused by third party failures, Customer failures, or circumstances beyond Vendor’s reasonable control are not considered Malfunctions.

供应商应将按本规定修复故障。“**故障**”指服务未按技术文档规定运行的情况。本支持计划是服务故障的唯一救济方式。由第三方原因、客户原因或供应商合理控制范围外的情形导致的故障不视为本协议定义的故障。

The definitions of the Malfunction classifications are as follows:
故障分类定义如下：

(a) Severity Level 1: A problem which renders Service inoperative, causes a significant and ongoing interruption to the end-user’s business activities or causes an unrecoverable loss or corruption of data.
严重性一级：导致服务无法运行、完全瘫痪，对终端用户业务活动造成重大持续中断，或导致数据不可恢复的丢失或损坏的问题。

(b) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Customer’s use of the Services.
严重性二级：导致服务瘫痪、中断或功能异常，并实质影响客户使用服务的问题。

(c) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Customer’s use of the Services and for which an acceptable circumvention is available.
严重性三级：导致服务不符合技术文档等适用规范，但对客户使用服务仅造成轻微影响，且存在可接受临时解决方案的问题。

(d) Severity Level 4: Any general questions and issues pertaining to the Services and all malfunctions which are not included in the other Malfunction classifications.
严重性四级：与服务相关的常规咨询问题和疑问，以及未包含在上述分类的其他故障情形。

3. Procedure
程序

(a) Report of Malfunction. With respect to a report of any Malfunction, Customer will submit such malfunction via the Online Ticket system to describe Malfunction in reasonable detail and the circumstances under which Malfunction occurred or is occurring and will, with the assistance of Vendor, classify Malfunctions as a Severity Level 1, 2, 3, or 4. Vendor’s reasonable determination of the Severity Level will control.

故障报告。客户应通过在线工单系统提交任何故障的报告，详细说明故障现象及发生环境，并在供应商协助下将故障分类为严重性一、二、三或四级。供应商对严重性级别的合理判定具有最终效力。

(b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a “**Critical Malfunction**”) cannot be corrected to Customer’s reasonable satisfaction through communication with Vendor within **eight (8)** hours after Vendor receives the description of Malfunction via the Online Ticket system, Vendor will: (1) escalate to Vendor customer service management; (2) take and continue to take reasonable actions to most expeditiously resolve the Critical Malfunction; (3) provide a written response to Customer of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and provide updates every **twenty-four (24)**



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hours until the Critical Malfunction is resolved; and (4) every **twenty-four (24)** hours, provide increasing levels of technical expertise and Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.

重大故障。如果严重性一级或二级故障（各称为“**重大故障**”）在供应商通过在线工单系统收到故障描述后八（8）小时内未能通过沟通使客户合理满意地解决，供应商将：（1）升级至供应商客户服务管理层；（2）采取并持续采取合理措施以最快速度解决重大故障；（3）向客户书面通报已采取和拟采取的解决措施、修复进展及预计修复时间，并每**二十四（24）**小时提供更新进展直至故障解决；（4）每**二十四（24）**小时提升技术专家介入层级和供应商管理层级别参与度，直至故障解决。

(c) Vendor Level of Effort. Vendor will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved until resolved. Unless otherwise specified by Customer, Vendor will work continuously during normal work hours in Vendor location to resolve any Severity Level 3 Malfunction. Vendor and Customer will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.

供应商处理强度。未达成修复或临时解决方案的重大故障，供应商将持续处理直至解决。除非客户另有要求，严重性三级故障将在供应商所在地正常工作时间内持续处理。供应商和客户将共同协商确定解决严重性四级故障的时间表。

(d) Action Required from Vendor. For a Critical Malfunction, Vendor will commence a correction plan, which Vendor will then provision access to Customer for Customer to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Customer's request will seek to establish a mutually agreed upon schedule for the correction to be provided.

供应商采取行动义务。对于重大故障，供应商将启动修复方案并向客户提供测试访问权限。对于严重性三级或四级故障，供应商将在合理可行范围内尽快提供修复，并根据客户要求协商确定修复时间表。