

Customer License Agreement

Customer License Agreement

This Customer License Agreement (“CLA” or “Agreement”) is a binding legal agreement between you, either as an individual or, an entity and its Affiliates (“Licensee”) and Wuhan Huike Sky Science and Technology Co.,Ltd. (“Licensor”) concerning its Software (as defined below). An amendment or addendum to this Agreement may accompany the Software, and any such amendment or addendum shall be considered part of the Agreement.

By installing, copying, downloading or otherwise using the Software, or by clicking a box indicating your acceptance, Licensee agrees to be bound by the terms of this Agreement. If you are entering into this agreement on behalf of an entity, you represent that you have the authority to bind such entity to the Agreement and are agreeing to the Agreement for that entity.

IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN LICENSEE MUST NOT INSTALL, COPY, DOWNLOAD OR OTHERWISE USE THE SOFTWARE.

1. DEFINITIONS

“**Accessible Code**” means source code that is unprotected and accessible.

“**Affiliate**” means another entity controlled by or under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Application**” means the Atlassian JIRA ,Confluence application and so on within which the Software runs.

“**Authorized User**” means a person who accesses and uses the Software under a User License.

“**Cloud Products**” means our software hosted in the cloud.

“**Embedded Software**” means any third party software licensed by Licensor from a third party and embedded in the Software.

“**Fees**” mean all fees and expenses payable by the Licensee to Licensor in acquiring the Software and as applicable any Maintenance or User Licenses.

“**Free License**” means a license for which the Fees are waived by Licensor.

“**Maintenance**” means the provision by Licensor to Licensee, of Software updates and/or enhancements made generally available to customers from time to time, and online technical support for the sole purpose of addressing technical issues relating to the use of the Software.

“**Media**” means all images, icons, text files, pdfs or other static non-code assets contained within the Software.

“**OEM Distribution**” means distribution of the Software as either a bundled add-on to, or embedded component of, another application with such application being made available to its users as, but not limited to, an on-premises application, a hosted application, a Software-as-a-Service offering or a subscription.

“**Paid License**” means a license for which Fees have not been waived by Licensor.

“**Parties**” means either Licensor or the Licensee or both.

“**Protected Code**” means any source code that is protected against access by the Licensee and any third party without Licensor’s prior written permission and is otherwise not accessible under this Agreement.

“**Purchase**” means acquisition of a license to use the Software from a Reseller or Licensor.

客户许可协议

本客户许可协议 (“CLA” 或 “协议”) 是您作为个人或实体及其关联公司 (“被许可人”) 和武汉汇科天下科技有限公司 (简称汇科天下) 之间具有约束力的法律协议。汇科天下 (“许可方”) 涉及其软件 (定义见下文), 软件可随附本协议的修订或补遗, 任何此类修订或补遗均应视为本协议的一部分。

通过安装, 复制, 下载或以其他方式使用本软件, 或单击表示您接受的方框, 被许可方同意受本协议条款的约束。如果您代表某实体签订本协议, 则表示您有权将该实体约束于本协议并同意该实体的协议。

如果被许可方不同意本协议的条款, 则被许可方不得安装, 复制, 下载或以其他方式使用本软件。

1. 定义

“**可访问代码**”是指不受保护和可访问的源代码。

“**关联公司**”是指由主体实体控制或受共同控制的另一实体。就本定义而言, “控制”是指直接或间接拥有或控制主体实体超过50%的投票权益。

“**应用程序**”是指运行软件的Atlassian的JIRA、Confluence等相关应用程序。

“**授权用户**”指根据用户许可访问和使用本软件的人。

“**云产品**”是指在云中托管的汇科天下提供的软件。

“**嵌入式软件**”是指许可方从第三方获得许可并嵌入本软件的任何第三方软件。

“**费用**”是指被许可方在许可方获得软件时应支付的所有费用和费用, 以及适用的任何维护或用户许可。

“**免费许可**”是指许可方免除费用的许可。

“**维护**”是指许可方不时向被许可方提供软件更新和/或通常可供客户使用的增强功能, 以及仅用于解决与软件使用相关的技术问题的在线技术支持。

“**媒体**”指本软件中包含的所有图像, 图标, 文本文件, pdf或其他静态非代码资产。

“**OEM分发**”是指将软件分发为另一个应用程序的捆绑附加组件或嵌入式组件, 此类应用程序可供其用户使用, 但不限于本地应用程序, 托管应用程序, 软件即服务产品或订阅。

“**付费许可**”是指许可方未获得免除费用的许可。

“**缔约方**”指许可方或被许可方或两者。

“**受保护的代码**”是指未经许可方事先书面许可而被许可方和任何第三方访问的任何源代码, 并且根据本协议无法访问。

“**购买**”是指从经销商或许可方处获得使用本软件的许可。

“**经销商**”指在许可方授权下销售和分发许可方服务, 产品或两者的第三方。

“**软件**”是指许可方的Gears品牌软件, 可能包括计算机软件, 可访问代码和受保护代码, 相关媒体, 媒体, 印刷材料, 电子文档, 基于Internet的服务和嵌入式软件。

“**用户许可**”是指根据本协议授予被许可方的许可, 以允许授权用户使用本软件。授予被许可方的用户许可数量取决于被许可方支付的费用。

“Reseller” means a third party selling and distributing Licensor services, products, or both, under authorization from the Licensor.

“Software” means the Licensor’s Gears branded software and may include computer software, Accessible Code and Protected Code, associated media, Media, printed materials, electronic documentation, Internet-based services and Embedded Software.

“User License” means a license granted under this Agreement to the Licensee to permit an Authorized User to use the Software. The number of User Licenses granted to the Licensee is dependent on the Fees paid by the Licensee.

2. GRANT OF LICENSE

The Software is licensed, not sold. Upon Licensee’s acceptance of this Agreement, Licensor grants the Licensee the right to use the Software as follows:

2.1 Paid License

2.1.1 Authorized Users. The licenses granted are subject to the condition that the Licensee must ensure the maximum number of Authorized Users accessing and using the Software concurrently is equal to the number of User Licenses for which the necessary Fees have been paid to the Reseller or Licensor. The Licensee may purchase additional User Licenses at any time on payment of the appropriate Fees to the Reseller or Licensor.

2.1.2 Backup. The Licensee is permitted to copy the Software for data protection, archiving and backup purposes only and for no other purpose. Only the minimum number of backup copies may be made.

2.2 Evaluation License

2.2.1 Installation and Use. Licensor may in its sole discretion provide evaluation copies of the Software, which may have limited functionality, to a Licensee to assess the Software. Any such evaluation copies will be provided under an Evaluation License that limits the period during which the Licensee may download, install, use and operate the Software (“Evaluation Period”) and limits the number of temporary users. On the expiry of the Evaluation Period the Software will cease to function and the Licensee must remove and delete all copies of the Software in its possession.

2.3 General License Terms

2.3.1 Scope. Each license granted by Licensor under this Agreement is worldwide, nonexclusive and non-transferable, unless otherwise specified in writing. Licensee agree not to (a) decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive, any part of or the whole of the Software; (b) sell, sublicense, distribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form any part of or the whole of the Software or any data/information not owned by the Licensee; (c) make the Software available by rental, timesharing, a subscription service, hosting or outsourcing; and (d) directly or indirectly access or use any Embedded Software independently of the rest of the Software.

2.3.2 Duration. Subject to the terms of this Agreement and unless terminated earlier in accordance with this Agreement, the term granted hereunder shall be: (a) for a Paid License of the downloaded Software – perpetual; (b) for a Cloud Product – the period of time of the Paid License subscription or renewal, or (c) for an Evaluation License – the Evaluation Period.

2.3.3 Protection Mechanisms. The Software includes license protection mechanisms that are designed to manage and protect the intellectual property rights of Licensor and its third party suppliers. Licensee must not modify, alter, attempt to defeat or defeat such protection mechanisms or the use rules that the protection mechanisms are designed to enforce. Any such violation by the Licensee will result in the immediate termination of this license.

2. 授予许可

本软件是许可的，不是出售的。被许可方接受本协议后，许可方授予被许可方使用本软件的权利，如下所示：

2.1 付费许可

2.1.1 授权用户。 授予的许可证的条件是被许可方必须确保同时访问和使用本软件的授权用户的最大数量等于已向经销商或许可方支付必要费用的用户许可证的数量。被许可方可以在向经销商或许可方支付相应费用后随时购买额外的用户许可。

2.1.2 备份。 被许可方仅允许复制本软件以进行数据保护，存档和备份，不得用于其他目的。只能创建最少数量的备份副本。

2.2 评估许可

2.2.1 安装和使用。 许可方可自行决定向被许可方提供软件的评估副本，该软件可能具有有限的功能，以评估软件。任何此类评估副本将根据评估许可提供，该许可限制被许可方可下载，安装，使用和操作软件的期限（“评估期”）并限制临时用户的数量。在评估期限届满时，软件将停止运行，被许可方必须删除并删除其拥有的所有软件副本。

2.3 一般许可条款

2.3.1 范围。 除非另有书面规定，否则许可方根据本协议授予的每个许可均为全球性，非独占性且不可转让。被许可方同意不 (a) 对本软件的任何部分或全部进行反编译，反向工程，反汇编，修改，改编，创建衍生作品或以其他方式衍生本软件；(b) 出售，再许可，分发，复制，传播，传播，传播，翻译或减少任何电子媒介或机器可读形式的软件的任何部分或全部或被许可方不拥有的任何数据/信息；(c) 通过租赁，分时，订阅服务，托管或外包使软件可用；(d) 独立于本软件的其他部分直接或间接访问或使用任何嵌入式软件。

2.3.2 持续时间。 在遵守本协议条款的前提下，除非根据本协议提前终止，否则本协议授予的条款应为：(a) 下载软件的付费许可 – 永久；(b) 云产品 – 付费许可证订购或续订的时间段，或 (c) 评估许可证 – 评估期。

2.3.3 保护机制。 本软件包括许可保护机制，旨在管理和保护许可方及其第三方供应商的知识产权。被许可方不得修改，更改，试图破坏或破坏此类保护机制或保护机制旨在强制执行的使用规则。被许可方的任何此类违规将导致此许可证立即终止。

2.3.4 允许的计算机。 除非许可方另有书面约定，否则被许可方必须仅安装本软件并使本软件可用于被许可方拥有，租赁或控制的硬件系统。

2.3.5 非受控系统的责任。 如果许可方允许被许可方安装本软件或使本软件可用于非被许可方拥有，租赁或控制的硬件系统（“非受控系统”），则被许可方将确保本协议的条款得到遵守此类非受控系统的用户和被许可方将向许可方赔偿许可方因在非受控系统上安装或使用本软件而遭受的所有费用，损害和损失。

2.3.4 Permitted Computers. Except as otherwise agreed in writing by Licensor, the Licensee must only install the Software and make the Software available for use on hardware systems owned, leased or controlled by the Licensee.

2.3.5 Responsibility for Non-controlled systems. If Licensor permits the Licensee to install the Software or make the Software available for use on hardware systems not owned, leased or controlled by the Licensee (“Non-controlled Systems”), the Licensee will ensure the terms of this Agreement are complied with by users of such Non-controlled Systems and the Licensee will indemnify Licensor for all costs, damages and loss Licensor suffers arising from such installation or use of the Software on Non-controlled Systems.

3. FEES

The Licensee must pay all Fees by the due date and in the manner directed at the time of Purchase of the Software. Failure to pay Fees by the due date will result in the immediate termination of the licenses granted under this Agreement.

4. MAINTENANCE

4.1 Supplemental Software and Services. This Agreement applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Licensor may provide to the Licensee or make available to the Licensee after the date the Licensee obtains its initial copy of the Software (“Supplemental Software”), unless Licensor provides additional terms with any Supplementary Software.

4.2 Support Services. Licensor may offer support services, and such services may be subject to the payment of additional fees. Any such support services will be the subject of a separate agreement.

5. INTELLECTUAL PROPERTY

5.1 Ownership and Reservation of Rights. Licensor retains all rights, title and interest in and to the Software (other than Embedded Software), as well as all intellectual property rights (such as copyright, patent and trademark) in and to the Software not expressly granted to Licensee in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. The Licensee does not acquire any rights of ownership in the Software hereunder.

5.2 Embedded Software. The Licensor’s Software contains Embedded Software that is licensed from its respective third party owner. Additional obligations may apply to the use of Embedded Software by the Licensee that is not in accordance with the use of the Software under this Agreement. In such circumstances, the Licensee must acquire any licenses and consents from the relevant third parties for the use of any Embedded Software by the Licensee.

5.3 Licensee shall not remove markings. Licensee may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on or in the Software. Licensee is not granted any rights to any trademarks or service marks of Licensor.

6. BREACH BY LICENSEE

6.1 General. If the Licensee breaches or materially breaches any of its obligations, or causes a breach of its obligations which cannot be cured, then the Licensee must immediately report such breach to Licensor, in writing as required in Section 16.

3. 费用

被许可方必须在截止日期之前以购买软件时的方式支付所有费用。未能在截止日期前支付费用将导致立即终止根据本协议授予的许可。

4. 维护

4.1补充软件和服务。本协议适用于许可方可能向被许可方提供的软件的更新, 补充, 附加组件或基于Internet的服务组件, 或者在被许可方获得其软件的初始副本之后提供给被许可方的软件 (“补充软件”), 除非许可方提供任何补充软件的附加条款。

4.2支持服务。许可方可能会提供支持服务, 此类服务可能需要支付额外费用。任何此类支持服务都将作为单独协议的主题。

5. 知识产权

5.1所有权和权利保留。许可方保留软件 (嵌入式软件除外) 的所有权利, 所有权和利益, 以及本协议中未明确授予被许可方的软件中的所有知识产权 (如版权, 专利和商标)。本软件受版权和其他知识产权法律和条约的保护。被许可方未获得本软件的任何所有权。

5.2嵌入式软件。许可方软件包含从其各自第三方所有者许可的嵌入式软件。被许可方使用嵌入式软件的附加义务可能与本协议下软件的使用不符。在这种情况下, 被许可方必须从相关第三方获得被许可方使用任何嵌入式软件的任何许可和同意。

5.3被许可方不得删除标记。被许可方不得删除本软件上或本软件中的任何标题, 商标或商品名称, 版权声明, 图例或其他专有标记。被许可方未被授予许可方的任何商标或服务标记的任何权利。

6. 违反被许可人的规定

6.1一般。如果被许可方违反或严重违反其任何义务, 或导致违反其无法解决的义务, 则被许可方必须立即按照第16节的要求以书面形式向许可方报告此类违约行为。

6.2违反附加许可。如果违约行为涉及在用户许可或任何其他用户许可 (包括但不限于嵌入式软件的使用和分发), 许可方, 嵌入式软件的任何第三方所有者或两者的条款之外分发或使用软件。有权 (不影响许可方或嵌入式软件的任何第三方所有者可能对被许可方拥有的任何其他权利或主张) 向被许可方收取费用, 以及被许可方根据本协议应付的任何其他费用, 根据该数量计算的费用禁止的分发或使用乘以许可方和/或嵌入式软件的任何第三方所有者分别对软件或嵌入式软件收取的相应清单价格。

6.2 Breach of Additional Licenses. Where a breach involves the distribution or use of Software outside of the terms of the User License or any Additional User License (including but not limited to the use and distribution of Embedded Software), Licensor, any third party owner of Embedded Software, or both are entitled (without prejudice to any other right or claim that Licensor or any third party owner of Embedded Software may have against Licensee) to charge Licensee, in addition to any other Fees payable by Licensee under this Agreement, a fee calculated based on the number of prohibited distributions or uses multiplied by the respective list prices that Licensor and /or any third party owner of Embedded Software charges for the Software or Embedded Software respectively.

7. TERMINATION

7.1 Without prejudice to any other rights and in addition to any other termination rights in this Agreement, Licensor may terminate with immediate effect, this Agreement if: (a) the Licensee fails to comply with the terms and conditions of this Agreement; (b) Licensee or a third-party commences a judicial or administrative proceeding under a law relating to insolvency for the purpose of reorganizing or liquidating the Licensee or restructuring its debt; (c) a person is appointed or authorized, by law or under a contract, to take charge of property of the Licensee for the purpose of enforcing a lien against that property, or for the purpose of general administration of that property for the benefit of the Licensee's creditors; or (d) Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts.

7.2 Upon termination of a license granted under this Agreement, the Licensee must at its own cost as soon as is reasonably practicable: (a) cease access to and cease use of the Software; (b) remove all copies of the Software from its computer systems or any Un-controlled Systems, including archival or backup systems; and (c) provide Licensor with written certification that it has destroyed all copies of the Software including but not limited to all Accessible Code in its possession, custody or control.

7.3 Upon at least 30 days notice, Licensor reserves the right to terminate any Internet-based services provided to the Licensee or made available to the Licensee through the use of the Software.

7.4 Survival. All sections which reasonably should survive termination of this Agreement will survive, such as Sections 1, 5, 8-10, 12, 14-16.

8. INDEMNIFICATION

8.1 Indemnification by Licensor. Subject to Section 10, Licensor will indemnify and hold harmless Licensee against any claim, demand, loss, or damages (including attorney fees and costs) arising out of or related to: (a) the infringement of a third party's intellectual property rights related to Licensee's or its Authorized Users use of the Software. If the Software becomes, or in the opinion of Licensor may become, the subject of a claim of infringement of any third party's intellectual property rights, Licensor may, at its option and in its discretion: (a) procure for Licensee the right to use the Software free of any liability; (b) replace or modify the Software to make it non-infringing; or (c) terminate immediately this Agreement and refund any license Fees related to this Software paid by Licensee. The foregoing states the sole liability of Licensor and the exclusive remedy of Licensee for any infringement of intellectual property rights by the Software or any other items provided by Licensor under this Agreement.

8.2 Indemnification by Licensee. Licensee will indemnify and hold harmless Licensor against any claim, demand, loss or damages (including attorney fees and costs) arising out of or related to: (a) Licensee's data, (b) the Licensee's or its Authorized Users use of the Software, or (c) Licensee's breach of the Agreement.

7. 终止

7.1在不损害任何其他权利的情况下,除本协议中的任何其他终止权利外,许可方可在以下情况下立即终止本协议:(a)被许可方未能遵守本协议的条款和条件;(b)被许可人或第三方根据与破产有关的法律启动司法或行政诉讼,以重组或清算被许可人或重组其债务;(c)根据法律或合约,委任或授权某人负责管理被许可人的财产,以强制执行该财产的留置权,或为了该财产的一般管理而被许可人的债权人;或(d)被许可人暂停或威胁暂停,

7.2一旦根据本协议授予许可终止,被许可方必须在合理可行的情况下尽快自费:(a)停止访问和停止使用本软件;(b)从其计算机系统或任何非受控系统(包括档案或备份系统)中删除本软件的所有副本;(c)向许可方提供书面证明,证明其已销毁所有软件副本,包括但不限于其拥有,保管或控制的所有可访问代码。

7.3至少提前30天通知,许可方保留终止向被许可方提供或通过本软件向被许可方提供的任何基于互联网的服务的权利。

7.4生存。合理终止本协议后,所有部分都将继续有效,例如第1.5,8-10,12,14-16节。

8. 赔偿

8.1许可方的赔偿。在符合第10节的规定下,许可方将赔偿并使被许可方免受因以下原因引起或与之相关的任何索赔,要求,损失或损害(包括律师费和费用):(a)侵犯第三方与之相关的知识产权。被许可方或其授权用户使用本软件。如果软件成为或许可方认为可能成为侵犯任何第三方知识产权的主体,许可方可自行选择并酌情决定:(a)为被许可方购买使用权本软件不承担任何责任;(b)更换或修改本软件以使其不具侵权性;或(c)立即终止本协议并退还被许可方支付的与本软件相关的许可费用。上述规定了许可方的唯一责任以及被许可方对软件或许可方根据本协议提供的任何其他项目侵犯知识产权的唯一补救措施。

8.2被许可方的赔偿。被许可方将对许可方进行赔偿并使其免受因以下原因引起或与之相关的任何索赔,要求,损失或损害(包括律师费和费用):(a)被许可方的数据,(b)被许可方或其授权用户使用本软件,或(c)被许可方违反本协议。

8.3赔偿程序。寻求赔偿的一方必须及时通知提出赔偿请求的一方,给予提供赔偿的一方唯一控制的辩护和相关的和解谈判,寻求赔偿的一方必须向提供赔偿的一方提供合理的协助和信息,但不收取任何费用。未经事先书面同意,对于寻求赔偿的一方的账户,应当支付或者支出。

8.3 Indemnification Procedure. The party seeking indemnification must notify promptly the party providing indemnification of the claim, give the party providing indemnification sole control of the defense and related settlement negotiations, and the party seeking indemnification must provide the party providing indemnification with reasonable assistance and information, but no cost or expense shall be incurred for the account of the party seeking indemnification without its prior written consent.

9. DISCLAIMER OF WARRANTIES

Except as expressly stated in the Agreement, Licensor and its third party suppliers provide the Software and any Maintenance AS IS AND WITH ALL FAULTS. To the maximum extent permitted by applicable law, Licensor hereby disclaims all other warranties or remedies, whether express, implied or statutory, including but not limited to the performance, condition, merchantability, fitness for a particular purpose, data accuracy, availability, quality, reliability, or that errors and defects will be corrected. Additionally, Licensee acknowledges that Licensor's Cloud Products are hosted by third-parties, and that the availability of those Cloud Products is subject to a third party's Service Level Agreement.

10. LIMITATION OF LIABILITY

10.1 Licensor is not liable to for: (a) any loss of use, data, goodwill, or profits, whether or not foreseeable; (b) the cost of procurement of substitute goods, technology or services; or (c) any special, incidental, indirect, consequential, or punitive damages whatsoever (even if Licensor has been advised of the possibility of these damages), including those (x) resulting from loss of use, data, or profits, whether or not foreseeable, (y) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (z) arising from any other claim arising out of or in connection with your use of or access to the Software.

10.2 The maximum liability of Licensor under this Agreement shall not exceed three times the Fees actually paid by the Licensee for the Software during the past twelve months.

10.3 The limitations and exclusions in this Section apply to the maximum extent permitted by law.

11. LICENSEE PUBLICITY RIGHTS

During the term of this Agreement, Licensee grants Licensor the right to include Licensee as a customer in Software promotional material, including Licensee's logo. Licensee can deny Licensor this right at any time by submitting a written request via email to toexperts@hktx.cn and requesting to be excluded from Software promotional material. Requests generally are acted upon within thirty (30) calendar days.

12. IMPROVING LICENSOR'S PRODUCTS

Licensor is always striving to improve its products. In order to do so, Licensor needs to collect information about its users and to measure, analyze, and aggregate how its users interact with its products, such as usage patterns and characteristics of our user base. Licensor collects such information and uses the information as per its Privacy Notice. Licensee has reviewed and agrees to Licensor's Privacy Notice.

13. EXPORT RESTRICTIONS

The export of the Software from the country of original Purchase may be subject to control or restriction by applicable local law. Licensee is solely responsible for determining the existence and application of any such law to any proposed export and for obtaining any needed authorisation. Licensee agrees not to export the Software from any country in violation of applicable legal restrictions on such export.

14. DATA PROTECTION

If Licensee is subject to EU Data Protection Law (e.g., the General Data Protection Regulation (GDPR)), Licensee agrees to execute the Data Processing Amendment found [here](#).

9. 免责声明

除非协议中明确规定，否则许可方及其第三方供应商提供软件 and 任何维护，包括所有缺陷。在适用法律允许的最大范围内，许可方特此否认所有其他保证或补救措施，无论是明示的，暗示的还是法定的，包括但不限于性能，条件，适用性，特定用途的适用性，数据准确性，可用性，质量，可靠性，或错误和缺陷将得到纠正。此外，被许可方承认许可方的云产品由第三方托管，并且这些云产品的可用性受第三方服务水平协议的约束。

10. 责任限制

10.1 许可方不承担以下责任：(a) 任何使用，数据，商誉或利润的损失，无论是否可预见；(b) 替代货物，技术或服务的采购成本；或 (c) 任何特殊的，偶然的，间接的，后果性的或惩罚性的损害（即使许可方已被告知这些损害的可能性），包括由于使用，数据或利润的损失而产生的那些 (x)，无论是不可预见的，(y) 基于任何责任理论，包括违反合同或保证，疏忽或其他侵权行为，或 (z) 因您使用或访问本软件而引起或与之相关的任何其他索赔引起的。

10.2 许可方在本协议下的最大责任不得超过被许可方在过去12个月内实际支付的软件费用的三倍。

10.3 本节中的限制和排除适用于法律允许的最大范围。

11. 被许可人的公共权利

在本协议有效期内，被许可方授予许可方在软件宣传材料中包括被许可方作为客户的权利，包括被许可方的徽标。被许可方可以随时通过发送电子邮件至 experts@hktx.cn 提出书面请求并要求被排除在软件宣传材料之外，从而拒绝许可方此权利。通常在三十 (30) 个日历日内对请求采取行动。

12. 改进许可方的产品

许可方始终致力于改进其产品。为此，许可方需要收集有关其用户的信息，并衡量，分析和汇总其用户与其产品的交互方式，例如用户群的使用模式和特征。许可方根据其 [隐私声明](#) 收集此类信息并使用该信息。被许可方已审核并同意许可方的 [隐私声明](#)。

13. 出口限制

从原始购买国家/地区出口本软件可能受适用的当地法律的控制或限制。被许可方全权负责确定任何此类法律的存在和适用于任何拟议的出口以及获得任何所需的授权。被许可方同意不会从任何国家/地区出口本软件，违反此类出口的适用法律限制。

14. 数据保护

如果被许可方受欧盟数据保护法（例如，通用数据保护法规（GDPR））的约束，被许可方同意执行 [此处](#) 的数据处理修正案。

15. GOVERNING LAW, VENUE AND EXCLUSIONS

15.1 Governing Law and Venue. Any disputes or claims arising out of or in connection with the subject matter or formation (including non-contractual disputes or claims) of the Agreement are governed by and construed in accordance with the laws of The People's Republic of China, and The People's Republic of China Courts shall be the competent courts of jurisdiction.

15.2 Exception from Jurisdiction. Notwithstanding the foregoing, the parties reserve the right to seek and obtain injunctive relief, whether in the form of a temporary restraining order, preliminary injunction, injunction to enforce an arbitration award, or other order of similar import, including obtaining full payment of all fees and costs under this Agreement from any court of competent jurisdiction (e.g., local courts at the Licensee place of residence).

15.3 Exclusion of UN Convention. The United Nations Convention on Contracts for the Sale of Goods does not apply.

16. GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement (and any addendum or amendment to it which is included with the Software) is the entire agreement between the Licensee and Licensor relating to the Software and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement.

16.2 Notices.

All notices to Licensor will be sent to:
Room 2308, 23rd floor, building I, Modern Optics Valley World Trade Center, No. 70, Optics Valley Avenue, Donghu high tech Zone, Wuhan, experts@hktx.cn

All notices to Licensee will be sent to the physical address or the email address provided by Licensee upon Purchase of the Software.

Notices sent by mail shall be sent by certified mail or overnight courier and will be considered received upon receipt. Notices sent by electronic mail will be received upon confirmed receipt by the recipient.

16.3 Waiver. Any waiver by Licensor of any default shall not constitute a waiver of any subsequent default. Moreover, any waiver by Licensor must be in writing.

16.4 Severability. If any term of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16.5 No Partnership. Nothing in the Agreement is intended to, or shall be deemed to, establish any agency, partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

15. 管辖法律，场地和排除法

15.1 适用法律和地点。 由本协议的主题事项或形成（包括非合同争议或索赔）引起的或与之相关的任何争议或索赔均受中华人民共和国法律管辖并据其解释，中华人民共和国法院应为主管法院。

15.2 管辖权例外。 尽管有上述规定，当事人保留寻求和获得禁令救济的权利，无论是以临时限制令，初步禁令，强制执行仲裁裁决的禁令，还是其他类似进口的命令，包括全额支付所有费用任何有管辖权的法院（例如，被许可人居住地的地方法院）根据本协议承担的费用。

15.3 排除联合国公约。 “联合国货物销售合同公约”不适用。

16. 一般规定

16.1 完整协议。 本协议（及本软件随附的任何附录或修订）是被许可方与许可方之间关于本软件的完整协议，并取代所有先前或同期的与本软件有关的口头或书面通信，提议和陈述。或本协议涵盖的任何其他主题。

16.2 通知。

所有发给许可方的通知都将发送至：
武汉市东湖高新区光谷大道70号现代光谷世贸中心I栋23楼2308室，experts@hktx.cn

所有发送给被许可方的通知都将被发送到被许可方在购买软件时提供的实际地址或电子邮件地址。

通过邮件发送的通知应通过认证邮件或隔夜快递发送，并在收到后视为已收到。通过电子邮件发送的通知将在收件人确认收到后收到。

16.3 放弃。 许可方对任何违约的任何豁免不构成对任何后续违约的弃权。此外，许可方的任何豁免必须以书面形式提出。

16.4 可分割性。 如果任何有管辖权的法院或行政机构认定本协议的任何条款无效，不可执行或非法，则该条款应在此类无效或不可执行的范围内予以排除；本协议的所有其他条款仍应完全有效；并且，在允许和可能的范围内，无效或不可执行的用语应被视为有效且可执行且最接近表达无效或无法执行的用语的用语。

16.5 没有伙伴关系。 本协议中的任何内容均不旨在或将被视为在任何一方之间建立任何代理，合伙或合资企业，构成另一方代理人的任何一方，也不授权任何一方作出或承担任何承诺或代表任何其他方。

16.6 解释。 在本协议中，以下规则适用：（a）任何人包括自然人，公司或法人团体（不论是否具有独立的法人资格）；（b）对一方的提述包括其个人代表，继承人或准许的受让人；（c）本协议的标题仅为方便而插入，不得影响其构造；（d）对特定法律的提述是指其在考虑任何修订，延期或重新制定时生效，并包括根据该法律生效的任何附属法例；（e）提及一个性别包括提及另一性别；（f）条款所引入的任何短语，包括，包括，特别是或任何类似的表述应被解释为说明性的，不应限制这些术语之前的词语的含义；（g）提及书面或书面，包括传真，电子邮件，网站通讯及类似的通讯方式。

16.7 转让。 被许可方可以在许可方事先书面同意的情况下转让本协议，不得无理拒绝。未经被许可方同意，许可方可以转让本协议项下的权利和义务。任何允许的受让人均受本协议的条款和条件的约束。

16.6 Interpretation. In this Agreement, the following rules apply: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to a party includes its personal representatives, successors or permitted assigns; (c) the headings in this Agreement are inserted for convenience only and shall not affect its construction; (d) a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; (e) a reference to one gender includes a reference to the other gender; (f) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (g) a reference to writing or written includes faxes, e-mails, communications via websites and comparable means of communication.

16.7 Assignment. Licensee may assign this Agreement with Licensor's prior written consent, which shall not be unreasonably withheld. Licensor may assign its rights and obligation under this Agreement without consent of Licensee. Any permitted assignee shall be bound by the terms and conditions of this Agreement.