Customer License Agreement

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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 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 itsPrivacy Notice. Licensee has reviewed and agrees to Licensor'sPrivacy 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 foundhere.

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和任何维护，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，适销性，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

16.1Entire 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.

16.3Waiver. Any waiver by Licensor of any default shall not constitute a waiver of any subsequent default. Moreover, any waiver by Licensor must be in 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 authorise 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，公司或非法人团体（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.