

# Mobility Global Licensing Terms and Conditions

## Mobility Global 许可条款与条件

**The following Agreement will govern licensing for the Solutions as detailed in an Order. By accessing the Solutions, Customer accepts and agrees to be bound by this Agreement.**

以下协议将规范订单中所述方案的许可与使用。客户一经访问该方案，即表示接受并同意遵守本协议的全部条款。

### **General Construction 通用释义:**

**Description.** This Agreement sets out the general terms and conditions under which Mobility agrees to provide, and Customer agrees to receive and use, certain Solutions. Capitalized terms used in this Agreement are defined in [Section 1](#) or elsewhere in this Agreement.

**描述。**本协议约定了 Mobility 同意提供、客户同意接受并使用特定的 Mobility 方案所应适用的通用条款和条件。本协议中使用的术语的定义见本协议 [第1条](#) 或本协议其他部分。

**Orders.** The specific Solutions shall be identified and set out in separate Orders that shall (unless expressly stated otherwise) incorporate the terms and conditions of this Agreement, and Customer hereby acknowledges and agrees that any access to and use of the applicable Solutions shall be in accordance with and solely and exclusively for the purposes set out therein.

**订单。**相关方案详细内容由额外订单列举及规定；除非另有明确约定，本协议的条款和条件应构成该订单的组成部分。客户在此确认并同意，任何对相关解决方案的访问和使用，均应严格遵照本协议中规定的目的，且仅限于该等目的。

**Parties.** Affiliates of the Parties may enter into Orders governed by this Agreement. In such circumstances, references to “Customer”, “Mobility” or a “Party” in this Agreement shall be read, for the purposes of such Order, to mean the specific Customer Affiliate and/or Mobility Affiliate (as applicable) identified in and executing such Order.

**协议各方。**各方的关联方可签订受本协议约束的订单。在此情况下，对于此类订单，本协议中的“客户”、“Mobility”或“一方”应特指在此类订单中指定的并且签署此类订单的特定客户关联方和/或 Mobility 关联方（视情况而定）。

**Order of Precedence:** If there are any discrepancies between the below Terms and Conditions and an applicable Order or Exhibit, (a) such Order will take precedence over such an Exhibit and the Terms and Conditions, and (b) such Exhibit will take precedence over the Terms and Conditions.

**优先顺序：**如果以下的条款和条件与适用的订单或附件之间存在任何差异，(a) 此类订单的效力将优先于此类附件和条款和条件，并且 (b) 此类附件的效力将优先于条款和条件。

### **TERMS AND CONDITIONS 条款和条件**

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### **1. DEFINITIONS.**

1.1. “**Affiliate**” means any legal entity which Controls, is Controlled by, or is under common Control of either Party (where “**Control**” means ownership of more than 50% of assets, voting securities, partnership, equity interest and/ or stock with the power to direct day-to-day operations).

1.2. “**Agreement**” means this Mobility Master Agreement, Terms and Conditions, including (where applicable and referenced in an Order) the applicable Exhibit(s).

1.3. “**Authorized User(s)**” means employees of Customer (and, where expressly permitted by an Order, Customer’s Affiliates), who are authorized to access and use the Solutions solely as permitted in the applicable Order.

1.4. “**Confidential Information**” means: any information whether in oral or written form that by its nature, Recipient knows is, or a reasonable person would consider to be, confidential or proprietary, including Discloser business or technical information and the terms of this Agreement and each Order. Without limiting the generality of the foregoing, Mobility’s Confidential Information includes Solutions, and Customer’s Confidential Information shall include Customer Information but excludes the content of any or all of the Solutions and any information made available to and/or to be used by Mobility or its

### **1. 定义。**

1.1.“**关联方**”是指协议一方控制的、控制协议一方的或者与协议一方共同受同一主体控制的任何法律实体（“**控制**”是指拥有超过 50% 的资产、有表决权的证券、合伙份额、股权和/或对日常经营有控制权的股票）。

1.2.“**协议**”是指本 Mobility 主协议，条款和条件，包括（适用且在订单中援引的情况下）相关的附件。

1.3.“**授权用户**”是指仅为适用订单所允许而被授权访问和使用方案的客户（和订单明确允许的客户关联方的）雇员。

1.4.“**保密信息**”是指：无论口头或书面形式，因其自身性质，接收方知道或一个理性人会认为具有保密性或专有性的任何信息，包括披露方的商业或技术信息以及本协议的条款和每个订单。在不限制前述规定通用性的前提下，Mobility 的保密信息包括方案，客户的保密信息包括客户信息，但是不包括部分或全部方案的内容和 Mobility 或其关联方根据双方签订的任何其他协议获得和/或使用的任何信息。

Affiliates in accordance with any other agreements in place with the Parties.

1.5. “Customer Information” means any confidential or proprietary information/data provided by Customer to Mobility to enable Mobility to perform its obligations or exercise its rights under the Agreement and/or Order.

1.6. “Documentation” means, if applicable, the materials, user guides, and manuals made available to Customer from time to time in connection with the Solutions.

1.7. “Exhibit(s)” means an exhibit which contains standard terms, which apply to certain of the Solutions (if referenced in the relevant Order).

1.8. “Expenses” means the expenses incurred by Mobility (as specified in an Order) in the provision of Solutions to Customer.

1.9. “Fees” means the amount Customer will pay to Mobility for the Solutions as indicated in each applicable Order.

1.10. “Force Majeure Event” means any circumstance not within a Party’s reasonable control, including: acts of God, fire, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil commotion or riots, threat of or preparation for war, war, armed conflict, cyber-attack, any law or any action taken by a government or public authority, including imposing an export or import restriction, restriction on the movement of goods or people, quota or prohibition, imposition of sanction, embargo, or breaking off of diplomatic relation; any labor or trade dispute, strike, industrial action or lockout (other than in each case by the personnel of the Party seeking to rely on [Section 13.10](#) (Force Majeure), or the Party’s Affiliates); non-performance by supplier or subcontractor due to any of the causes listed in this Section (other than by Affiliates of a Party); and interruption or failure of utility service or communication network.

1.11. “Good Industry Practice” means, in relation to any particular circumstances, the degree of skill, diligence, prudence, and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced provider of equivalent services and/or data of a similar type to that provided pursuant to this Agreement or an Order under the same or similar circumstances and conducted in accordance with all laws and regulations applicable as provider of the Solutions.

1.12. “Internal use” or use for “internal business purposes” means use by Customer in its internal operations as may be permitted and further restricted in the relevant Order but shall not include or permit Customer: (a) to use all or any part of Solutions licensed under an Order to provide any service or product to any third-party (including its Affiliates unless otherwise expressly permitted in the relevant Order); or (b) to give or allow access to, or to otherwise provide, all or any part of such Solutions in any manner whatsoever to any third-party (including its Affiliates unless otherwise expressly permitted in such Order).

1.13. “Order” means an order form, addendum, schedule or Statement of Work (or combination thereof) executed by each Party setting out the Solutions being licensed, the license term, Fees, Expenses, and/or any special terms and conditions.

1.14. “Product(s)” means all data, information, software, information technology systems, applications, reports and files and Mobility Property or deliverables provided by Mobility and/or its Third-Party Providers to Customer under an Order.

1.15. “Mobility Property” means: (a) except as otherwise expressly provided in an Order, materials forming part of the Solutions; (b) all information, processes, analytics, materials, techniques and technologies of or created or provided by Mobility pursuant to this Agreement or an Order, including any algorithms, analyses, aggregated data, data, trademarks, copyrights, databases, domain names, Documentation, formats, forecasts, formulae, information, inventions, know-how, methodologies, models, schema, feed formats, tools, software (including all source code and object code), trade secrets, valuations, websites, programs; (c) any and all enhancements, updates, or modifications to any of the foregoing and any component thereof or of any derivative work which comprises any of the foregoing;

1.5.“客户信息”是指客户向 Mobility 提供的、以便 Mobility 履行本协议和/或订单项下义务或行使本协议和/或订单项下权利的任何保密或专有信息/数据。

1.6.“文件”是指（如适用）不时向客户提供的、与方案有关的材料、用户指引和手册。

1.7.“附件”是指包含适用于具体方案的标准条款的附件（如果被相关订单援引）。

1.8.“开支”是指 Mobility 向客户提供方案时发生的开支（在订单中进行规定）。

1.9.“费用”是指根据每份适用的订单中规定的，客户就方案向 Mobility 应支付的金额。

1.10.“不可抗力事件”是指超出一方合理掌控范围的情况，包括：天灾、火灾、洪水、干旱、地震或其他自然灾害；流行病或大流行病；恐怖袭击、内乱或骚乱、战争威胁或战争准备、战争、武装冲突、网络攻击、任何法律或政府或公共机构采取的任何行动，包括实施进出口限制、限制货物或人员流动、限额或禁令、制裁、禁运或断交；任何劳工或贸易纠纷、罢工、劳工行动或停工（由企图引用[第13.10条](#)不可抗力的一方的人员或该方的关联方的人员造成的情况除外）；供应商或分包商因本款所列任何原因（但如属于一方的关联方则除外）未履行义务；以及公用事业服务或通信网络的中断或故障。

1.11.“良好行业惯例”是指在任何特定情形中，具备合理的技能和经验的提供方，作为方案提供方，在相同或相似的情形下，根据所有适用法律法规提供与本协议或订单项下同等的服务和/或相似类型数据时，根据普遍合理预期应当达到的技能、勤奋、谨慎和操作实践能力水平。

1.12.“内部使用”或为“内部业务目的”使用是指客户在相关订单中被许可并进一步限定的范围内在其内部业务操作中使用，但该使用不包括或许可客户：(a)使用订单许可的方案的全部或任一部分为任意第三方提供任何服务或产品（就本条而言，第三方包括客户的关联方，除非相关订单中明确另行允许）；或(b)以任何方式向任何第三方提供或允许其获得对方案全部或任何部分的访问权限（就本条而言，第三方包括客户的关联方，除非相关订单中明确另行允许）。

1.13.“订单”是指由协议各方签署的、规定了被许可使用的方案、许可期限、费用、开支以及/或特殊条款和条件的订单、补充协议、附件或工作清单（或它们的组合）。

1.14.“产品”是指 Mobility 和/或其第三方提供方依据相关订单向客户提供所有数据、信息、软件、信息技术系统、应用程序、报告和文件以及 Mobility 财产或交付成果。

1.15.“Mobility 财产”是指：(a)（除订单中另有约定外）构成方案的材料；(b)Mobility 根据本协议或订单拥有、创建或提供的所有信息、流程、分析、材料、技艺和技术，包括算法、分析、聚合数据、数据、商标、版权、数据库、网域名称、文件、格式、预测、公式、信息、发明、专有技术、方法、模型、图式、信息源格式、工具、软件（包括所有源代码和目标代码）、商业秘密、评估、网站、程序；(c)对前述任何财产及其任何组成部分，或包含前述任何财产的衍生作品做出的任何及所有改进、更新或修改；和(d)与上述(a)至(c)项相关的所有知识产权和专有权利。

and (d) all intellectual property and proprietary rights associated with (a) through (c) above.

1.16. “Service(s)” means services and Mobility Property provided by Mobility to Customer as specified under an Order.

1.17. “Solutions” means, where applicable Product(s) and/or Service(s), in each case including anything contained therein or provided in connection therewith and any portion thereof.

1.18. “Statement of Work” (or “SOW”) means a written document that may be executed by the Parties, describing the relevant Services, Fees, Expenses, estimated completion dates, or milestones and any special terms or conditions.

1.19. “Third-Party Providers” means third parties providing data, software, information technology systems, any other deliverable or intellectual property to Mobility to enable Mobility to provide the Solutions.

2. **TERM.** The initial term and any subsequent renewal term for the license to any Solutions shall be set out in the applicable Order (“Term”). This Agreement shall be effective from, and continue in full force and effect as of, the Effective Date and the provisions of this Agreement shall, unless expressed to survive termination, continue to apply to each Order until the expiry of its Term.

### 3. FEES, PAYMENT, AND TAXES.

3.1. Mobility will invoice Customer for all Fees and Expenses due under any Order and Customer will pay the Fees and Expenses in the currency specified in the Order within thirty (30) days from date of the invoice issued to Customer without set-off, withholding or deduction. Customer will, in addition, pay interest on any overdue sum at the lesser of one percent (1%) per month or the maximum percent permitted under applicable law until payment is made in full (including any such interest). Customer is responsible, and shall reimburse Mobility, for all costs and expenses incurred by Mobility in collecting unpaid Fees, Expenses or other amounts due hereunder. Additionally, if a Customer-issued purchase order is required in connection with any Order and Customer has not delivered such purchase order to Mobility within thirty (30) days of execution of the applicable Order, then Mobility reserves the right to issue invoice(s) under such Order without receiving the Customer-issued purchase order.

3.2. In addition to the Fees, Customer will pay to Mobility or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added, withholding or similar taxes payable (including any penalties, interest or similar charges in lieu of failure to timely pay) under this Agreement or an Order so that after payment of such taxes the amount Mobility receives is not less than the Fees.

3.3. The Fees to be paid by Customer to Mobility under this Agreement and each applicable Order are based on the type, scope and extent of the Solutions, and rights thereto, as agreed by Customer. If Customer wishes to obtain a broader license in respect of additional rights or Solutions, Customer shall contact Mobility to discuss the various licensing options.

### 4. LICENSE AND USE.

#### 4.1. License.

4.1.1. Any license(s) granted to Customer by Mobility shall be detailed in this Agreement and/or in the appropriate Order and shall be subject to and contingent upon Customer’s compliance with the terms and conditions of this Agreement and such Order. Customer and its Authorized Users may access and use the Solutions in the manner permitted in the applicable Order, and as described in the accompanying Documentation (if any), and, unless otherwise expressly provided therein, solely for Customer’s internal use.

4.1.2. Customer assumes full liability and responsibility for the acts and omissions of its Authorized Users and will take all reasonable steps to ensure that no unauthorized persons shall have access to any of the Solutions and, with respect to named or specified Authorized Users, maintain an up-to-date list of all such users and make such list available for inspection at Mobility’s reasonable request.

4.2. **Delivery.** Customer shall be solely responsible for any and all equipment, facilities and/or connections necessary to enable

1.16. “服务”是指 Mobility 依据订单为客户提供的服务和 Mobility 财产。

1.17. “方案”是指适用情形下的产品和服务，其中包括包含在内或与之关联提供的任何内容及其任何部分。

1.18. “工作清单”是指协议各方可能签署的，规定相关服务、费用、开支、预计完成日期、或里程碑事件以及任何特殊条款和条件的书面文件。

1.19. “第三方提供方”是指向 Mobility 提供数据、软件、信息技术系统、任何其他交付成果或知识产权，以便 Mobility 提供方案的第三方。

2. **期限。**任何方案的许可的初始期限及任何后续续展期在适用的订单中规定 (“期限)”。本协议自生效日起生效并保持充分有效，且本协议的规定，除明确规定在终止后继续有效的条款以外，应持续适用于每一订单，直至其期限届满时为止。

### 3. 费用、付款和税费

3.1. Mobility 应就任何订单项下到期应付的全部费用和开支向客户开具发票。客户应在发票开具之日起三十 (30) 天内使用订单中所规定的货币币种来全额支付相关费用和开支，不得抵销、预扣或扣减。如有任何到期未支付款项，客户应按照每月百分之一 (1%) 或适用法律允许的最高利率 (以较低者为准) 额外支付利息，直至款项 (包括任何此类利息) 支付完毕。对于 Mobility 在收取未付费用、开支或本协议项下应付的其他款项时发生的所有成本和费用，客户应承担，并偿还 Mobility。此外，如果相关订单需由客户签发采购订单且客户在适用订单签署完成三十 (30) 天内未向 Mobility 递送此类采购订单，则 Mobility 有权在未收到客户签发的采购订单的情况下开具此类订单项下发票。

3.2.除前述费用外，客户应向 Mobility 或相关税务机关 (视情况而定) 支付本协议或订单项下任何应适用的销售税、使用税、商品和服务税、增值税、预扣税款或类似应支付税款 (包括任何罚金、利息或因未能及时支付而产生的类似费用)，以确保 Mobility 收到的税后净额不少于前述费用。

3.3.客户在本协议和每份适用订单项下向 Mobility 支付的费用是基于经客户同意的方案及其附随权利的种类、范围和程度确定的。如果客户针对额外的权利或方案需要获得更广泛的授权，客户应与 Mobility 联系，讨论各种备选的授权方式。

### 4. 许可和使用。

#### 4.1. 许可。

4.1.1. Mobility 授予客户的许可应在本协议和/或相应订单中详细写明，并且以客户遵守本协议和该订单的条款和条件为条件。客户及其授权用户可按照适用订单中允许的方式，并依据随附文件 (如有) 中的说明，访问和使用方案，且除订单中另有明确规定外，仅供客户内部使用。

4.1.2. 客户应当为其授权用户的行为和不作为承担全部责任，并将采取一切合理措施确保未经授权的人员不能访问方案的任何内容，且就指定或特定授权用户许可，及时维护更新所有该等用户名单，并在 Mobility 提出合理要求时提供该名单以供核校。

4.2. **交付。**客户应对向客户自身系统传输或交付方案 (“交付”) 所需的任何和所有设备、设施和/或连接负全部责任。Mobility 对任何此类设备、设施或

transmission or delivery of the Solutions (“Delivery”) to Customer’s own systems. Mobility shall have no responsibility for any such equipment, facilities or connections. Where Delivery of a particular Solution is provided by way of login access codes, usernames and/or passwords, or any combination thereof (“Logins”), Customer acknowledges and agrees that these are only for Authorized Users’ use and may not be shared with anyone else. If a Login is issued on a named Authorized User basis, then such Login is personal to, and for use only by, the named Authorized User to whom it is issued. Unless otherwise stated in an Order, delivery of any Solution physically shipped is deemed to have occurred and risk of loss has passed upon commencement of such shipment. Where Mobility provides any Login to Customer that allows Customer to access or to take possession of the Solution(s) through electronic or digital means, Delivery is deemed to have occurred and risk of loss has passed to Customer upon Delivery of such Login. With respect to Services which comprise the performance of consultancy and/or software implementation work or the results of such Services, delivery is deemed to have occurred upon completion thereof (or when each Service milestone, as applicable, is completed) in accordance with the Order. Mobility reserves the right to cancel without liability to Customer any Login and/or assign replacement Logins to Customer if Mobility (acting reasonably) suspects unauthorized use of any such Login.

**4.3. Security.** Customer shall at all times maintain security systems and procedures no less stringent than those it applies to its own similar confidential or sensitive data and/or systems to prevent any unauthorized access to, misuse of, or disruption to the Solutions or to its or Mobility’s systems. These shall include, at a minimum: (a) establishing and maintaining all reasonable procedures and systems to allow for the delivery of Solutions in accordance with this Agreement and any Order, and to ensure that the Solutions are accessible only by Authorized Users and protected from unauthorized access, misuse, damage or disruption; and (b) promptly giving written notice to Mobility of any unauthorized access to or misuse of the Solutions, Mobility’s systems or Customer’s systems of which it is aware, including reasonable detail of the security breach and the measures taken to cure it.

**4.4. Terms of Use.** In addition to the terms and conditions of this Agreement and any Order, Customer’s access to and use of the Mobility website(s) or any Solutions shall be in accordance with any “Terms of Use” contained therein; provided, that to the extent any terms in such “Terms of Use” are inconsistent with or conflict with the terms and conditions of this Agreement and/or any Order, the terms and conditions of this Agreement and/or such Order shall prevail.

**4.5. General Use Restrictions.** Except as expressly permitted in writing pursuant to an Order or other mutually agreed document, Customer shall not: (a) remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to the Solutions; (b) refer to any of the Solutions or any trademark or copyright notice used in relation thereto, in a way which does or may imply (i) that any Solutions form part of the services or products offered to Customer’s clients, or (ii) that Mobility is responsible for the accuracy or quality of the services or any other information or data that Customer provides to its clients; (c) copy, distribute, display, publish, republish, scan, share, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, modify or otherwise reproduce, disclose or make available to others (including its Affiliates), or create derivative works of, any of the Solutions; (d) circumvent or disable any security or technological measures of any Solutions; (e) attempt to reverse-engineer the Product or otherwise match the data or information in the Products to other data to identify an individual; (f) utilize Solutions to train, teach, refine, mold, or create any artificial intelligence, nor use the Solutions as an input to any artificial intelligence; (g) use the Solutions for any illegal or unlawful purpose or in a manner which is competitive with or which would create a functional substitute for any Solutions; (h) violate any applicable local, state, national or international law, statute, ordinance, rule or regulation, including any of the foregoing relating to competition or antitrust matters; or (i) infringe, violate, breach or otherwise contravene any rights of Mobility, its Affiliates or any third-party (including any Third-Party Provider), including any copyright, database right, trademark, patent, right of confidence or any other proprietary or intellectual property right in connection with any of the Solutions.

连接不承担任何责任。如果通过登录访问代码、用户名和/或密码，或它们的组合 (“登录信息”) 的形式交付特定方案，则客户确认并同意登录信息仅限授权用户使用，并不得与任何其他人分享。如果登录信息以指定授权用户为基础签发，则此类登录信息专属于获得该登录名的授权用户，仅供该指定授权用户使用。除非订单中另有说明，任何以实物方式提供的方案，一旦运输开始则应视为方案已实际交付并且相关损失风险已经随之转移至客户。当 Mobility 以电子或数字方式向客户交付任何登录信息（使客户能够访问或取得相应方案）时，应视为相关方案已实际交付，且损失风险自 Mobility 向客户交付该等登录信息之时起转移至客户。对于以咨询和/或软件实施工作的履行为内容的服务或此类服务的结果，在服务（或每一服务里程碑事件，如适用）按照订单完成时，应当视为服务已交付。若 Mobility 合理怀疑任何登录信息存在未经授权使用的情形，Mobility 有权取消客户的任何登录信息并/或为客户提供替代登录信息且无需向客户承担责任。

**4.3. 安全。** 客户应始终保持安全系统和程序的严格程度不低于其应用于其自身的类似机密或敏感数据和/或系统的安全系统和程序，以防止任何对方案或对客户或 Mobility 系统未经授权的访问、滥用或干扰。该等安全系统和程序至少应包括：(a) 建立并维持所有合理的程序和系统，以便根据本协议及任何订单交付方案，并确保方案仅由授权用户访问，保护方案使其免受未经授权的访问、滥用、损坏或破坏；(b) 如客户发现任何未经授权访问或滥用方案、Mobility 系统或客户系统的情形，及时书面通知 Mobility，包括安全漏洞的合理细节以及为解决此问题所采取的措施。

**4.4. 使用条款。** 除本协议及任何订单的条款和条件外，客户访问和使用 Mobility 网站或任何方案均应遵守其中包含的任何“使用条款”；如果此类“使用条款”中的任何条款与本协议和/或任何订单中的条款和条件不一致或相冲突，以本协议和/或该订单的条款和条件为准。

**4.5. 一般使用限制。** 除订单或其他双方同意的书面文件中明确允许的情况外，客户不得：(a) 以任何方式去除、掩盖或修改方案中所使用的所有权标识，包括任何商标或版权声明；(b) 引用任何方案或与之相关的任何商标或版权声明，以暗示或可能暗示(i)任何方案组成客户向其客户提供服务或产品的一部分；或(ii)Mobility 为客户向其提供的服务或任何其他信息或数据的准确性或质量负责；(c) 复制、传播、展览、出版、再版、扫描、分享、转让、销售、授权、出租、赠予、永久保留、反编译、逆向工程、修改或以其他方式复制、披露或向其他人（包括客户关联方）提供方案的任何内容，或创造方案任何内容的衍生作品；(d) 规避或禁用任何方案的安全或技术措施；(e) 试图对产品进行逆向工程，或以其他方式将产品中的数据或信息与其他数据进行匹配以识别个人；(f) 利用方案训练、教导、优化、塑造或创建任何人工智能，亦不得将方案作为任何人工智能的输入；(g) 为任何非法的或违法的目的使用，或以对方案产生竞争或创造功能替代品的方式使用方案；(h) 违反任何适用的地方、州、国家或国际法律、法规、条例、规则或规章，包括任何与竞争或反垄断事务相关的法律、法规、条例、规则或规章；或(i) 侵犯、妨碍、违反或以其他方式违背 Mobility、其关联方或任何第三方（包括任何第三方提供方）的任何权利，包括任何版权、数据库权、商标、专利、保密权或任何其他与方案有关的专有权或知识产权。

**4.6. Modification.** The Solutions are subject to modification (including addition, alteration or deletion) by Mobility: (a) to reflect statistical, technical, administrative, market-based or other changes that Mobility determines in its sole discretion, acting in good faith, are required or desirable; (b) to comply with the requirements of Mobility's Third-Party Providers or if Mobility no longer has the necessary right from any Third-Party Provider; or (c) in connection with any legal, regulatory or market-based changes that Mobility determines in its sole discretion, acting in good faith, may affect such Solutions.

## 5. OWNERSHIP OF INTELLECTUAL PROPERTY.

5.1. As between Mobility and Customer, Mobility (or its Affiliates or Third-Party Providers) owns the Mobility Property and the Solutions, and Customer owns all Customer Information. If Customer provides Mobility with suggestions and/or feedback, Mobility may use such suggestions and/or feedback without any obligation to Customer. Customer acknowledges that the Solutions shall not be considered works for hire, and were developed, compiled, prepared, revised, selected and arranged by Mobility, its Affiliates and/or Third-Party Providers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. The Mobility Property and the Solutions constitute valuable intellectual property and trade secrets of Mobility (or its relevant Affiliates or Third-Party Providers as the case may be), the unauthorized disclosure, use or dissemination of which would cause irreparable harm and constitute a free ride on Mobility's labor and efforts.

5.2. Customer acknowledges that certain Third-Party Providers may have rights in the software, data or information forming part of or comprising the Solutions and agrees to comply with any restriction or condition imposed by Third-Party Providers relating to such software, data or information as notified by Mobility or such Third-Party Providers. As part of such compliance, Customer may be required to enter into a separate agreement with Mobility or a Third-Party Provider in order to receive or continue to receive such data. Third-Party Provider restrictions and notice may be provided at <https://www.mobilityglobal.com/en-us/legal/terms-of-use> and/or supplied within the Solutions, an Order, or directly by the Third-Party Provider.

5.3. Customer acknowledges that, as a reasonable protection of the proprietary rights in the Solutions and to avoid any breach of Mobility's obligations to Third-Party Providers, any dissemination or distribution of data or information identical to or derived from any of the Solutions shall (other than as permitted expressly under this Agreement or the relevant Order) be deemed a material breach of this Agreement and the relevant Order. Customer agrees to use commercially reasonable efforts to protect the proprietary rights of Mobility, its Affiliates, and/or the relevant Third-Party Providers in the Solutions (and to comply with all reasonable written requests made by Mobility to protect and enforce such rights).

## 6. CONFIDENTIAL INFORMATION.

6.1. Each Party (a "Recipient") will keep confidential the Confidential Information of the other Party (the "Discloser"), using the same degree of care it uses to protect its own information of like nature, but in no event less than a reasonable degree of care. Recipient will use Discloser's Confidential Information internally solely for the purpose of performing its obligations and/or receiving the benefit of its rights in accordance with the terms of this Agreement and applicable Order or as may be agreed upon in writing by Discloser. Recipient shall not (without the prior written consent of the Discloser) disclose any Confidential Information to any person other than its (and, in the case of Mobility, its Affiliates' and Third-Party Providers') employees, officers, accountants and/or legal advisors, who in each case have a need to access such Confidential Information for Recipient to perform its obligations and/or receive the benefit of its rights under the Agreement or an Order and who are subject to binding use and disclosure restrictions at least as protective as those described in the Agreement and/or Order (collectively, "Representatives").

6.2. Each Party assumes full liability and responsibility for the acts and omissions of its Representatives with respect to such Confidential

**4.6. 修改。** Mobility 有权对方案为下述目的进行修改（包括添加、更改或删除）：(a)反映 Mobility 基于诚信原则单方认为必需或合适的统计、技术、行政、基于市场或其他方面的变更；(b)符合 Mobility 的第三方提供方的要求，或当 Mobility 不再从任何第三方供应商处享有必要权利的情况下；或(c)涉及 Mobility 基于诚信原则单方认为可能影响该等方案的任何法律、监管或基于市场的变更。

## 5. 知识产权归属

5.1. 在 Mobility 与客户之间，Mobility 财产和方案归 Mobility（或其关联方或第三方提供方）所有，所有客户信息归客户所有。Mobility 可以使用客户向其提出的建议和/或反馈，且不因该使用而向客户承担任何义务。客户知晓方案不属于职务作品，而是由 Mobility、其关联方和/或第三方提供方以通过大量的时间、努力和金钱的花费所开发运用的应用方法和判断标准开发、编译、准备、修订、挑选和安排产生的。Mobility 财产和方案构成 Mobility（或其关联方或第三方提供方，视情况而定）的有价值的知识产权和商业秘密，对其未经授权的披露、使用或传播将造成不可弥补的损害并且构成对 Mobility 劳动和努力成果的不当侵占。

5.2. 客户知晓特定的第三方提供方可能对构成或组成方案的软件、数据或信息拥有相应权利，并且同意按照 Mobility 或此类第三方提供方的通知，遵守第三方提供方关于此类软件、数据或信息施加的限制或条件。作为此类合规要求的一部分，客户可能被要求与 Mobility 或者第三方提供方签署单独协议，以收到或继续收到此类数据。第三方提供方的限制和通知可能载于 <https://www.mobilityglobal.com/en-us/legal/terms-of-use> 和/或与方案、订单一起提供或由第三方提供方直接提供。

5.3. 客户知晓，作为对方案专有权的一项合理保护并且为避免违反 Mobility 对第三方提供方承担的任何义务，任何对与方案相同或源于方案的数据或信息的散布或传播应被视为对本协议和相关订单的重大违约（除非本协议或相关订单中另有明确约定）。客户同意采取商业上合理的措施来保护 Mobility、其关联方和/或相关第三方提供方对方案的专有权（并遵守 Mobility 为保护和行使此类权利而提出的所有合理书面请求）。

## 6. 保密信息。

6.1. 协议一方（“接收方”）应对另一方（“披露方”）的保密信息保密。接收方应当根据其保护自身同类信息时所采用的相同谨慎程度（但绝不低于合理的谨慎程度）保护披露方的保密信息。接收方只能为根据本协议和适用订单的条款履行其义务和/或享受其权益之目的或经披露方书面同意而使用披露方的保密信息，且对保密信息的使用应限于接收方内部。非经披露方事先书面同意，接收方不得向任何人披露任何保密信息，接收方（在接收方为 Mobility 的情况下，包括其关联方和第三方提供方）的员工、高管、会计师和/或法律顾问（合称“代表”）除外，前提是此类人员应系为接收方履行其在本协议或订单项下的义务和/或享受其权益之需要访问此类保密信息，且受到对保密信息的保护程度不低于本协议和/或订单的使用和披露限制的约束。

6.2. 协议一方对其代表针对此类保密信息的作为和不作为以及对保密义务的遵守承担全部责任。

Information and their compliance with the confidentiality obligations herein.

6.3. Confidential Information does not include information that: (a) is now or subsequently becomes public knowledge through no breach on the part of Recipient or its Representatives; (b) Recipient can demonstrate was rightfully in its possession without any obligation of confidentiality before receipt from Discloser; (c) Recipient independently develops without using any Confidential Information of the Discloser; or (d) Recipient obtains from a third-party without any obligation of confidentiality.

6.4. Recipient may disclose Discloser's Confidential Information to the extent required by applicable law or any judicial or government request or order if (i) Recipient gives (where allowed by law to do so) prompt written notice to Discloser to give Discloser the opportunity to prevent disclosure or protect Discloser Confidential Information, (ii) the Recipient making such disclosure shall reasonably cooperate with any efforts by the Discloser to seek confidential treatment of the information to be disclosed by the Recipient and (iii) no such information shall otherwise be divested of its status, either retroactively or thereafter, as Confidential Information except to the extent otherwise required by law. Nothing in this Agreement or applicable Order limits Recipient's ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege, to any federal, provincial, state, local or other applicable governmental agency or commission regarding possible legal violations, without notice to Discloser.

## 7. INDEMNIFICATION.

### 7.1. By Mobility.

7.1.1. Except as otherwise expressly set forth in an Order, Mobility will defend Customer (and its Affiliates that are covered by the applicable Solutions license) and their respective directors, officers, agents, employees, successors and permitted assigns ("Customer Indemnitees") from and against any claim, suit or proceeding by a third-party alleging that the provision of the Solutions by Mobility, when used by Customer in accordance with the terms of this Agreement and the relevant Order, infringes any patent, trade secret, copyright or other proprietary rights of such third-party ("Customer Infringement Claim") and will (a) indemnify and hold harmless Customer Indemnitees from any damages (and related and reasonable attorney's fees) awarded by a court in favor of a third-party arising from such a Customer Infringement Claim; or (b) pay the sum agreed upon by Mobility in settlement of such Customer Infringement Claim in accordance with [Section 7.3](#) below.

7.1.2. Mobility will have no liability under this Agreement or any Order for any Customer Infringement Claim arising from: (a) access, distribution or other use of the Solutions in breach of the Agreement or the applicable Order; (b) modification of the Solutions (including the combination of any of the same with any other services, software or data) not specifically authorized in writing by Mobility or made in accordance with the Documentation; (c) use of a version of the Solutions other than the then-current version, if the infringement would have been avoided by use of the then-current version; (d) compliance with protocols, designs, plans, or specifications furnished by or on behalf of the Customer; or (e) any action against Customer asserting that the Solutions infringe any rights over a technology, method or invention that is in such widespread unlicensed or freely or openly licensed use by third-parties as to be reasonably considered a fundamental public domain element.

7.1.3. If any of the Solutions are held by a court of competent jurisdiction or believed by Mobility to infringe, Mobility may choose, at its sole expense, (a) to modify the Solutions so that they are non-infringing; (b) to replace the Solutions with non-infringing and functionally equivalent Solutions; (c) to obtain a license for Customer to continue to use the Solutions; or, if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order for the infringing Solutions and refund Fees paid for such infringing Solutions; (i) in the case of provision of a subscription, prorated from the date of the Customer Infringement Claim; or (ii) in the case of provision of software granted on a perpetual basis, based upon a five (5) year depreciation schedule. This [Section 7.1](#) states the entire liability of

6.3. 保密信息不包括: (a)并非由于接收方或其代表违约而在当前或此后为公众所知的信息; (b)接收方能够证明其从披露方处收到前已经合法取得且无需承担任何保密义务的信息; (c)接收方在未使用任何披露方保密信息的情况下独立开发的信息; 或者(d)接收方从第三方取得的信息, 且无需承担任何保密义务。

6.4. 接收方可以在适用法律或任何司法或政府的要求或命令所要求的范围内披露由披露方提供的保密信息, 但前提是(i) 在法律允许的情况下, 接收方应当及时书面通知披露方, 使得披露方有机会采取措施防止披露或保护其保密信息, (ii)进行该等披露的接收方应合理配合披露方的任何努力, 以寻求对接收方将要披露的信息进行保密处理, 及(iii)该等信息不得被另行剥夺其作为保密信息的资格, 无论是向披露前追溯性地进行还是在披露后进行, 但法律另有要求的情况除外。本协议或相关订单中的任何内容均不限制接收方在未通知披露方的情况下, 直接向任何联邦、省、州、市或其他适用政府机构或委员会就可能的法律违规进行沟通并提供信息(包括文件), 但前提是该等信息(及相关文件)并非已根据任何适用法律或特权而受到披露限制。

## 7. 赔偿。

### 7.1. Mobility 的赔偿。

7.1.1. 除订单中另有明确规定的情况外, 如任何第三方向客户提起索赔、诉讼或法律程序, 主张客户依据本协议和相关订单的条款使用的由 Mobility 提供的方案侵犯了该第三方的专利、商业秘密、版权或其他专有权("客户侵权索赔"), Mobility 将为客户(及适用方案许可涵盖的客户关联方)和其各自的董事、高管、代理、员工、继承方及被允许的受让方("客户受偿方")提供抗辩, 且(a)在法院裁决支持的第三方因该客户侵权索赔而获得的损害赔偿范围内(包括相关合理的律师费), 给予客户受偿方赔偿, 并使其免受损害; 或(b)支付 Mobility 根据下文[第7.3条](#)为处理该客户侵权索赔而同意的金额。

7.1.2. 对于基于以下原因导致的客户侵权索赔, Mobility 无须承担本协议或任何订单项下的责任: (a)违反本协议或适用订单的规定访问、分销或以其他方式使用方案; (b)未经 Mobility 明确书面授权而修改方案(包括与任何其他服务、软件或数据组合使用), 或修改不符合文件规定; (c)使用并非当时最新的方案版本, 且如使用当时最新的方案版本可以避免侵权; (d)为了遵守客户提出的或代表客户提出的流程、设计、方案或规格要求; 或(e)任何第三方对客户提起诉讼, 主张方案侵犯了第三方普遍无须授权即可使用, 或可以免费或公开获得授权的, 被合理认为属于公有领域基本要素的技术、方法或发明的权利。

7.1.3. 如果方案的任何内容被有管辖权的法院裁定或判决认定为或 Mobility 认为方案的任何内容侵犯他人权利, Mobility 可以自行选择并承担相应费用: (a)修改方案, 使其不再具有侵权性; (b)以具备同等功能的非侵权方案替代该等方案; (c)为客户取得相应许可, 从而使客户能够继续使用方案; 或者如果采取上述(a)、(b)或(c)项措施在商业上不合理, 那么(d)终止与侵权方案相关的订单, 将客户为该等侵权方案已支付的费用退还给客户; (i)对于订阅, 自客户侵权索赔之日起按比例折算; 或者(ii)对于无限期授权的软件, 按照五(5)年折旧期间按比例折算。本[第7.1条](#)规定了侵犯第三方的任何专有权时 Mobility 承担的全部责任以及客户享有的唯一排他性救济。

Mobility and Customer's sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

## 7.2. By Customer.

7.2.1. Customer will defend Mobility, its Affiliates and Third-Party Providers, and each of their respective directors, officers, employees, successors and permitted assigns ("Mobility Indemnitees") from and against any claim, suit or proceeding by a third-party alleging that Customer Information and/or material, data, methodologies, software, information and/or equipment provided by Customer to Mobility or its Affiliates in connection with the Solutions infringes or misappropriates any patent, trade secret, copyright or other proprietary rights of such third-party ("Mobility Infringement Claim") and will (a) indemnify and hold harmless Mobility Indemnitees from any damages (and related and reasonable attorney's fees) awarded by a court in favor of a third-party arising from such an Mobility Infringement Claim; or (b) pay the sum agreed upon by Customer in settlement of such Mobility Infringement Claim in accordance with [Section 7.3](#) below. If Customer Information and/or such material, data, methodologies, software, information and/or equipment provided by Customer to Mobility is held or is reasonably believed by Mobility to infringe, Mobility will cease using it and will not be liable to Customer for any breach of the Agreement and/or Order for which the Customer Information was provided.

7.2.2. Customer will indemnify, defend and hold harmless Mobility Indemnitees for any losses, liabilities, damages, cost (including reasonable attorneys' fees) and expenses arising as a result of: (a) any claim, suit or proceeding brought by any third-party against any Mobility Indemnitees in connection with any third-party's access or use of any Solutions (or data or Customer services or products created, enhanced or derived therefrom or in connection therewith) permitted or suffered by Customer or its Affiliates (regardless of whether Mobility granted consent for such use); or (b) any use of Solutions in breach of the terms of this Agreement and/or an Order.

7.3. **Indemnification Procedure.** The indemnification obligations of each Party under this [Section 7](#) are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim (save that failure to provide such notice will not excuse the indemnifying Party's from its indemnity obligations and duties to defend, except to the extent that the indemnifying Party's ability to defend or settle the relevant claim is actually prejudiced by such failure); (b) the right to sole control of the defense or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to participate in proceedings and/or be represented by counsel, it will be at the indemnified Party's sole cost and expense. The indemnifying Party shall not enter into any settlement or compromise of any such claim, or make any attribution of fault or wrongdoing to, or admission on behalf of, the indemnified Party that would impose on them any liability or obligation without the indemnified Party's prior written consent.

## 8. DISCLAIMER AND LIMITATION OF LIABILITY.

8.1. **Disclaimer of Warranties.** CUSTOMER AGREES THAT SOLUTIONS PROVIDED UNDER THIS AGREEMENT OR ANY ORDER ARE "AS IS" AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER Mobility, ITS AFFILIATES NOR ANY THIRD-PARTY PROVIDER MAKES ANY REPRESENTATION, WARRANTY, CONDITION, OR UNDERTAKING, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO: (A) THE SOLUTIONS OR THE RESULTS OBTAINED IN USING THEM; OR (B) ANY DOCUMENTATION OR MATERIALS PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT OR AN ORDER, INCLUDING: I) THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; OR II) THEIR CONTINUITY, ACCURACY, TIMELINESS OR COMPLETENESS, and Customer acknowledges that it has not relied upon any representation, warranty, condition, or undertaking (express or implied) made by Mobility, its Affiliates or any Third-Party Provider, except those expressly set forth in this Agreement or an applicable Order.

8.2. Neither Mobility, its Affiliates nor any Third-Party Provider shall in any way be liable to Customer, whether in contract (including under

## 7.2. 客户的赔偿。

7.2.1. 如任何第三方提起索赔、诉讼或法律程序，主张客户信息和/或客户向 Mobility 或其关联方提供的与方案有关的信息、数据、方法、软件、信息和/或设备侵犯或不当使用了该第三方的任何专利、商业秘密、版权或其他专有权利 ("Mobility 侵权索赔")，客户将为 Mobility、其关联方和第三方提供方及其各自的董事、高管、员工、继承方和被允许的受让方 ("Mobility 受偿方") 提供抗辩，且(a)在法院支持的第三方因该 Mobility 侵权索赔而获得的损害赔偿范围内（包括相关合理的律师费），给予 Mobility 受偿方赔偿，并使其免受损害；或 (b) 支付客户根据下文 [第7.3 条](#) 为处理该 Mobility 侵权索赔而同意的金额。如果客户信息和/或客户向 Mobility 提供的此类材料、数据、方法、软件、信息和/或设备被裁定或判决认定为或 Mobility 合理认为侵犯他人权利，Mobility 将停止使用该信息，并且对于因客户信息提供而导致的任何协议和/或订单的违约，Mobility 不对客户承担责任。

7.2.2. 客户应赔偿、提供辩护并使 Mobility 的受偿方免受因以下原因引起的任何损失、责任、损害、费用（包括合理的律师费）和开支：(a)任何第三方向任何 Mobility 受偿方提起的、与任何第三方在客户或其关联方允许或容许的情况下（无论 Mobility 是否同意此类使用）访问或使用任何方案（或由此创建、增强、衍生或与之相关的数据、客户服务或产品）有关的索赔、诉讼或法律程序；或(b)违反本协议和/或订单约定对方案的任何使用

7.3. **赔偿程序。** 协议一方承担本协议 [第7 条](#) 中所规定的赔偿义务的前提条件是：受偿方应当向赔偿方提供(a)关于索赔事项的及时书面通知（仅是未能提供此类通知不能免除赔偿方的赔偿责任和抗辩义务，除非赔偿方抗辩或和解相关索赔的能力因此受到实质损害）；(b)关于索赔事项抗辩或和解的单独控制权；以及(c)合理的配合和协助，费用由赔偿方承担。如果受偿方决定参与法律程序并/或聘请律师代理，相关费用和开支应当由受偿方自行承担。未经受偿方事先书面同意，赔偿方不得代表受偿方就任何该等索赔进行任何达成和解或妥协，或承认错误或过错，或自认责任等要求受偿方承担责任或义务的行为。

## 8. 免责声明和责任限制。

8.1. **保证事项免责声明。** 客户认可根据本协议或任何订单提供的方案均以“现状”提供，并且在法律所允许的最大范围内，Mobility 及其关联方和第三方提供方在此明确表示，未提供任何有关以下事项的陈述、保证、条件或承诺，不论是明示的、默示的、法定的或其他的：(A)方案或使用方案期间获得的成果；或(B)在本协议或订单项下提供或获取的任何文件或材料，包括其：I) 适用性或特定用途的适用性；或 II) 连续性、准确性、及时性或完整性，并且客户在此确认除本协议或适用订单明确规定的陈述、保证、条件或承诺外，未依赖于 Mobility、其关联方或任何第三方提供方作出的任何其他陈述、保证、条件或担保（无论明示或默示）。

8.2. Mobility 及其关联方和任何第三方提供方均不就客户或客户的关联方或客户遭受的、因以下原因引起或与之相关的损失或损害，向客户承担任何责

an indemnity), in tort (including negligence), under a warranty (express or implied), under statute or otherwise, in respect of any loss or damage suffered by Customer or any Affiliate or client of Customer arising in respect of, or in connection with (a) any inaccuracy, error or omission, regardless of cause, in any of the Solutions; or (b) any advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of Customer or any Affiliate or client of Customer, made or taken in reliance of, or based on, any of the Solutions.

8.3. NEITHER Mobility, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, NOR CUSTOMER, WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES, INCLUDING: (A) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (B) LOSS OF DATA OR INFORMATION; (C) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (D) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR AN ORDER OR ANY USE OF OR INABILITY TO USE THE SOLUTIONS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

8.4. Except for each Party's indemnification obligations under [Section 7.1](#) and [Section 7.2](#), the maximum liability of Mobility, its Affiliates and Third-Party Providers to Customer, and Customer to Mobility, its Affiliates and Third-Party Providers, in each case for all claims under this Agreement or an Order, whether in contract, in tort (including negligence), under a warranty (express or implied), under statute or otherwise, will be limited to financial compensation up to a sum not to exceed: (a) in the case of Products and recurring Services, the Fees paid (or in Customer's case, payable) by Customer to Mobility or its Affiliates in the prior twelve (12) months for the relevant Product(s) to which the liability relates; or (b) in case of the non-recurring Services, consultancy work, and/or software implementation, financial compensation up to a sum not to exceed the Fees paid (or in Customer's case, payable) by Customer to Mobility or its Affiliates for such Services that are the subject of the claim.

8.5. **Exclusions.** The limits on liability set out in this [Section 8](#) shall not apply in respect of liability of a Party for damages related to (a) death or personal injury or (b) gross negligence, willful misconduct, fraud or fraudulent misrepresentation of a Party; (c) claims or losses based upon breaches by Customer (or its Affiliates or Authorized Users) of its license/authorized use; (d) Customer's liability under [Section 3](#) (Fees, Payment and Taxes); and/or (e) those which cannot be excluded under applicable law.

8.6. In the event of a breach or threatened breach of any of the provisions of this Agreement or an Order by either Party, its Affiliates, or any of its Authorized Users; the other Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement or the relevant Order, but nothing herein shall preclude such Party from pursuing any other action or remedy.

## 9. TERMINATION.

9.1. **Termination by Mobility.** Mobility may terminate any specific Order and cancel or withdraw any of the Solutions provided pursuant to such Order:

(a) upon written notice to Customer at such time as it reasonably determines that the data, software, technology, materials, information or other intellectual property used to provide such Solutions is not commercially satisfactory in terms of legality, quality, volume, availability or significance, or the Solutions (in Mobility's good faith determination) become unlawful, subject to a third-party claim or are to be otherwise discontinued, provided that any such termination by Mobility applies to its customers generally;

(b) in the event of a material breach by Customer of any of the provisions of this Agreement or the applicable Order and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days' after its receipt of written notice thereof;

(c) upon the occurrence of Customer having a receiver or administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its

任, 无论是合同责任(包括赔偿约定)、侵权责任(包括过失)、保证责任(明示或默示)、法定责任或其他责任:(a)方案的任何不准确、错误或缺失, 不论其产生的原因;(b)客户或其任何关联方或客户因依赖于或基于任何方案所做出或采取的任何建议、意见、推荐、指导、预测、判断、发表、结论或行动(或不行动)方案。

8.3. Mobility 及其关联方或第三方提供方和客户均不承担任何间接损害、惩罚性赔偿、特别损害或其他间接损失, 即使已经事先被告知发生该等损失或损害的可能性。上述间接损失包括: 因本协议或订单引起或与之相关、或因使用或无法使用方案引起或与之相关的(A)实际或预期利润损失、经营收入损失、费用节省损失或业务损失;(B)数据或信息丢失;(C)商誉或名誉损失, 和/或其他类似损失;或(D)业务中断。

8.4.除本协议第7.1条和第7.2条所规定的每一方的赔偿责任外, Mobility 及其关联方和第三方提供方对客户、客户对 Mobility 及其关联方和第三方提供方根据本协议或订单就全部索赔所承担的责任(包括合同、侵权(包括过失)、保证(明示或默示)、法定或其他责任)仅限于经济赔偿且其总额不超过以下金额:(a)对于产品和循环性服务, 客户在此前十二(12)个月内为涉及责任的相关产品向 Mobility 或其关联方支付的费用(或在客户责任情形时, 客户应支付的费用); 或者(b)对于非循环性服务、咨询工作和/或软件实施, 经济赔偿总额不超过客户为索赔中涉及的服务向 Mobility 或其关联方支付的费用(或在客户责任情形时, 客户应支付的费用)。

8.5.例外。本第8条中规定的责任限制不适用于协议任何一方就以下相关损害所承担的责任:(a)死亡或人身伤害; 或(b)该方的重大过失、故意不当行为、欺诈或欺诈性虚假陈述;(c)因客户(或其关联方或授权用户)违反许可/授权使用而引起的索赔或损失;(d)客户在本协议第3条(费用、付款和税费)项下的责任; 和/或(e)依据适用法律不能被排除的事项。

8.6.若任何一方、其关联方, 或任何其授权用户违反或可能违反本协议或订单的任何约定, 另一方有权申请禁制令要求履行本协议或相关订单约定, 但其采取其他措施或寻求救济的权利不受此影响。

## 9. 终止。

9.1. Mobility 提出终止。Mobility 可在以下情形下按下列方式终止任何特定订单和取消或撤销根据相应订单提供的任何方案:

(a) 当提供方案所使用的数据、软件、技术、材料、信息或其他知识产权被合理认定为在合法性、质量、数量、可获得性或显著性方面无法满足商业需求或方案(依据 Mobility 的善意认定)变得不合法, 受到第三方索赔或因其他原因无法继续提供时, 可向客户发出书面通知终止, 但前提是 Mobility 的该等终止应普遍适用于其客户;

(b) 客户实质性违反本协议或适用订单中的约定, 并且(在违约行为可以纠正的情况下)未能在收到书面通知后三十(30)天内纠正其违约行为;

(c) 客户发生下列情况: 被指定接管人或管理人; 通过清盘决议或者有管辖权的法院作出对客户进行清盘的裁决; 被下达破产管理令; 与债权人订立自

creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization; or

(d) upon any change of Control of Customer or its relevant Affiliates (whether by merger, stock transfer or otherwise) or any sale, lease or other transfer of all or substantially all of the assets of Customer or its relevant Affiliates.

**9.2. Termination by Customer.** Customer may terminate any specific Order and cancel its access to the Solutions provided pursuant to such Order:

(a) in the event of a material breach by Mobility of any of the provisions of the applicable Order and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days after its receipt of written notice thereof;

(b) upon written notice to Mobility at any time that the use of such Solutions (as permitted under this Agreement and the applicable Order) has, pursuant to the judgment of a court of competent jurisdiction or a regulatory agency, become unlawful; or

(c) upon the occurrence of Mobility having a receiver, administrative receiver or an administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization.

**9.3.** No termination relieves either Party of any liability incurred prior to such termination, or Customer's payment obligation for unaffected Solutions. Upon the termination of this Agreement or any Order, all Fees and Expenses owed by Customer through the date of termination automatically and immediately become due and payable.

**9.4.** Mobility is entitled to suspend with immediate effect the license to any of the Solutions for late or non-payment, or if in Mobility's reasonable opinion: (a) Customer is in breach of the terms of this Agreement or any Order or any license granted therein; (b) Customer fails to cooperate with any reasonable investigation of a suspected breach; or (c) it is necessary to do so in order to comply with (i) any change in a material contractual requirement imposed by a Third-Party Provider or (ii) any applicable law, regulation or decision of any applicable regulatory body.

**9.5. Post Termination.** Upon any expiration or other termination of an Order, and unless otherwise expressly stated in an Exhibit or Order:

(a) Customer shall pay all Fees, taxes and other sums owed under such Order in respect of the period up to the date of such termination. In the event of any termination of an Order pursuant to [Sections 9.1\(b\), 9.1\(c\) or 9.1\(d\)](#) there will be no refund under any circumstances of any Fees paid by Customer. In the event of a termination pursuant to [Sections 9.1\(a\) or 9.2](#), Mobility shall refund Customer on a pro-rata basis such element of Fees received by Mobility in respect of any Solutions which are the subject of the terminated Order which relate to the period after the date of such termination; and

(b) all licenses granted under the same immediately shall terminate, and Customer shall (and shall ensure any Affiliates and Authorized Users otherwise permitted access or use under the license shall) immediately cease using the Solutions provided under the expired or terminated Order. All terms and conditions of the Agreement will continue to apply to any Orders that have not been so terminated; and

(c) Customer shall permanently destroy and expunge all hard and electronic copies of such Solutions (including any data derived or incorporated therefrom such as in Reports or in connection therewith) from all systems, servers or other forms of data storage devices on which Customer and/or its Affiliates stored, placed, used or processed any of the foregoing, in each case, within thirty (30) days of termination or expiration of such Term, except that Customer may retain a copy of any data to the extent necessary for the purpose of satisfying its legal or regulatory requirements, provided that such retained data shall remain Confidential Information for the purposes of [Section 6](#), shall no longer readily accessible, shall not be used for any other purpose, and Customer shall cooperate with Mobility in connection with any reasonable request to verify its (and where applicable its Affiliates')

愿协议; 或根据国家或地方法律发生的等同于前述内容的情况, 除非此类安排的目的是为了在非破产情形下进行善意合并或重组; 或

(d) 客户或其相关关联方控制权发生任何变化(无论是合并, 股权转让或是其他), 或者客户或其相关关联方出售、出租或转让其全部或绝大部分财产。

**9.2.客户终止。**客户有权在以下情形终止任何特定订单和取消其根据相应订单提供的方案的访问:

(a) Mobility 实质性违反本协议或可适用订单中的约定, 并且(在违约行为可以纠正的情况下)未能在收到书面通知后三十(30)天内纠正其违约行为;

(b) 相应方案的使用(在本协议或适用订单允许的范围内)根据有管辖权的法院或监管机构的裁决被认定为不合法时, 在任何时候书面通知 Mobility; 或

(c) Mobility 发生下列情况: 被指定接管人、行政接管人或管理人; 通过清盘决议或者有管辖权的法院作出对客户进行清盘的裁决; 被下达破产管理令; 与债权人订立自愿协议; 或根据国家或地方法律发生的等同于前述内容的情况, 除非此类安排的目的是为了在非破产情形下进行善意合并或重组。

**9.3.**协议的终止并不免除协议任何一方此前已产生的任何责任, 或者客户为未受影响的方案付款的义务。当协议或任何订单终止时, 客户在终止日已经产生的所有费用和开支应当自动并立即到期应付。

**9.4.**如发生延迟付款或不付款, 或者 Mobility 合理认定存在下列情况, Mobility 有权暂停提供对任何方案的许可并立即生效: (a)客户违反本协议或任何订单的条款或其项下授予的任何许可; (b)客户未能配合针对涉嫌违约行为的合理调查; (c)为了遵从(i)第三方提供方施加的实质性合同要求所发生的变更, 或(ii)适用的法律、法规或任何相关监管机构的决定, 确有必要这样做。

**9.5.终止效力。**订单期满或终止后, 除非附件或订单另有明确约定:

(a) 客户应支付该订单项下截至终止日为止已产生的所有应付费用、税费和其他款项。如果订单依据[第9.1\(b\)、9.1\(c\)或9.1\(d\)](#)条终止, 客户所支付的任何费用在任何情况下均不予退款。如果订单依据[第9.1\(a\)或9.2](#)条终止, Mobility 应按比例退还 Mobility 就被终止订单项下的方案所收取的费用中与终止日以后的期间所对应的部分; 并且

(b)该订单中授予的所有许可应同时立即终止, 并且客户应(并确保该许可项下获访问和使用的所有关联方和授权用户)立即停止使用期满或被终止的订单项下提供的方案。本协议各项条款和条件将继续适用于尚未终止的订单; 并且

(c) 客户应在期限终止或期满后三十(30)日内, 从客户和/或其关联方存储、放置、使用或处理相应方案的所有系统、服务器或其他形式的数据存储设备中, 永久销毁并清除所有相应方案的实体和电子副本(包括由方案衍生或纳入的任何数据, 例如报告中包含的数据, 或与方案有关的任何数据)。但客户可以为了满足法律或监管要求而在必要范围内保留一份数据副本, 前提是此类保留数据仍应被视为[第6条](#)所规定的保密信息, 且应不再易于获取, 并且不得用于任何其他目的。客户应在 Mobility 合理要求时配合 Mobility 确认客户(及其关联方, 如适用)对前述规定的遵守情况, 包括向 Mobility 提供客户已遵守本段规定的书面保证。

compliance with the foregoing including to providing written certification to Mobility that Customer has complied with this paragraph.

**10. U.S. GOVERNMENT USE.** The following is a required notice to Customer as well as to any third-party recipients of the Solutions: The Solutions provided hereunder: (a) were developed at private expense and are Mobility's or its Affiliates' or Third-Party Providers' proprietary assets and information; (b) were not developed with government funds; (c) are an Mobility's or its Affiliates' or Third-Party Providers' trade secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Solutions used by, for, or on behalf of the U.S. Government are provided with LIMITED RIGHTS. Any software or tools embedded in the Solutions used by or on behalf of the U.S. Government are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Mobility and/or its Affiliates.

#### 11. COMPLIANCE WITH LAWS.

**11.1. No Advice.** Unless expressly stated in an Order, the Solutions are intended only for professionals in the financial markets and certain other industries. The Solutions should not be construed as financial, investment, legal, tax or other advice of any kind, nor should they be regarded as an offer, recommendation, or as a solicitation of an offer to buy, sell or otherwise deal in any investment or securities. Customer may not use the Solutions to transmit, undertake or encourage any unauthorized investment advice or financial promotions, or to generate any advice, recommendations, guidance, publications or alerts made available to its own customers or any other third-parties. Nothing in the Solutions constitutes a solicitation by Mobility or its Affiliates of the purchase or sale of any loans, securities or investments.

**11.2. Anticorruption.** Each Party shall comply with all applicable anticorruption laws and regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Each Party agrees not to perform, offer, give or receive bribes or otherwise engage in corrupt actions in connection with this Agreement or any Order. Failure to comply with anti-corruption laws will be deemed a material breach of the Agreement and the applicable Order.

**11.3. Export Controls.** Each Party shall comply with all applicable export control laws and regulations, including regulations promulgated by the U.S. Treasury Department's Office of Foreign Assets Control, and other relevant local export laws as they apply to the Solutions. Each Party agrees not to export, reexport, or retransfer any goods or Solutions received under this Agreement or an Order in violation thereof. Each Party further certifies that it will not cause the other Party to violate any applicable export control laws and regulations of the United States or other relevant local export laws as they apply to the Solutions. Failure to comply with all applicable export control laws and regulations will be deemed a material breach of the Agreement and the applicable Order.

**11.4. Sanctions.** For the purpose of this Section: (i) the term "Sanctions" means any sanctions administered by the U.S. Government (including, without limitation, sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control), the Government of the United Kingdom, the European Union or any European Union member state, the Government of Singapore, the United Nations Security Council or any other applicable authority; and (ii) "Embargoed Country" means a country or territory that is the subject of Sanctions or otherwise subject to trade or economic embargoes administered by the Government of the United States (including, Cuba, Iran, North Korea, Russia, Syria, Venezuela, and the Crimea, Luhansk, and Donetsk regions of Ukraine (insofar as such countries remain subject to Sanctions)), the Government of the United Kingdom, the European Union or any European Union member state, the Government of Singapore, the United Nations Security Council, or other applicable authority.

**10. 美国政府使用。** 以下为必须向客户以及方案的任何第三方接收方提供的通知：本协议项下提供的方案：(a)由私人经费开发，属于 Mobility 或其关联方或第三方提供方的专有资产和信息；(b)并非使用政府资金开发；(c)就《信息自由法》而言，属于 Mobility 或其关联方或第三方提供方的商业秘密；并且(d)为 FAR 2.101 所定义的商业物品。任何由美国政府使用、为其使用或代表其使用的解决方案，均以“有限权利”提供。任何嵌入在由美国政府使用或代表其使用的解决方案中的软件或工具，均以“受限制权利”提供。美国政府对数据或软件的使用、复制或披露受到如下条例中载明的限制约束：FARS 12.211 条和 12.212(a)条的技术数据和计算机软件权利条款和/或 DFARS 227.7202-1(a)条的商业计算机软件或 48 CFR 52.227-19 条的商业计算机软件受限权利的(c)(1)和(2)项，如适用。开发商为 Mobility 和/或其关联方。

#### 11. 法律遵守

**11.1. 不具建议性。** 除非订单中明确说明，方案仅面向金融市场和其他特定行业的专业人士。方案不得被理解为任何形式的财务、投资、法律、税务或其他建议，也不应被视为购买、出售或进行任何其他投资或证券交易的要约、推荐或要约邀请。客户不得使用方案向其客户或任何其他第三方，传输、承诺或鼓励任何未经授权的投资建议或财务宣传，或提供任何建议、推荐、指导、出版物或快讯。方案中的任何内容均不构成 Mobility 或其关联方对任何贷款、证券或投资的购买或出售的招揽。

**11.2. 反腐败。** 协议各方均应遵守所有适用的反腐败法律和法规，包括美国《反海外腐败法》和英国《反贿赂法》。协议各方同意不在本协议或任何订单有关项下从事、提供、给予或收受贿赂，或以其他方式参与腐败行为。未能遵守反腐败法律将被视为本协议和适用订单项下的重大违约。

**11.3. 出口管制。** 协议各方均应遵守所有适用的出口管制法律法规，包括美国财政部外国资产控制办公室颁布的法规和其他适用于方案的相关的当地出口法律。各方均同意，不得以违反上述规定的方式，出口、再出口或转让根据本协议或订单收到的任何商品或方案。协议各方同时承诺将不会导致另一方违反任何适用的美国出口管制法律法规或其他适用于方案的相关的当地出口法律。未能遵守所有适用的出口管制法律法规将视为本协议和适用订单项下的重大违约。

**11.4. 制裁。** 就本条而言：(i)“制裁”一词是指美国政府（包括但不限于由美国财政部外国资产控制办公室实施的制裁）、英国政府、欧盟或任何欧盟成员国、新加坡政府、联合国安全理事会或任何其他有关当局实施的任何制裁；(ii)“禁运国”是指受制裁或以其他方式受美国政府（包括古巴、伊朗、北朝鲜、俄罗斯、叙利亚、委内瑞拉以及乌克兰的克里米亚、卢甘斯克和顿涅茨克地区（在这些地区仍受制裁的范围内）、英国政府、欧盟或任何欧盟成员国、新加坡政府、联合国安全理事会或其他有关当局实施的贸易或经济禁运的国家或地区。

As of the date(s) of the Agreement and any applicable Order, to the best of Mobility's knowledge, no entity 50% or more owned or Controlled by a direct or indirect parent of Mobility is the subject of Sanctions. As of the date(s) of the Agreement and applicable Order, Customer represents and warrants that Customer:

(a) (i) is not owned or Controlled by, (ii) nor owns or Controls, (iii) nor is under common Control with (in each case directly or indirectly, individually or in the aggregate) any person or entity (including any director or corporate officer) that is the subject of Sanctions;

(b) is not an agency or instrumentality of or an entity owned or Controlled by the government(s) of an Embargoed Country; or

(c) is not located organized, or resident in an Embargoed Country, or owned or Controlled, directly or indirectly, by any person located, organized, or resident in an Embargoed Country.

As long as the Agreement and any Order is in effect, each Party will promptly notify the other Party if any of these circumstances change. Mobility shall have the right to immediately suspend the performance of or terminate the Agreement and any Order, if Mobility determines, in its sole discretion, that Mobility is required to suspend the performance of or terminate the Agreement and any Order to comply with applicable law or corporate policy, or that Customer has breached any of the representations or covenants contained in this Section. Customer shall neither distribute nor redistribute (nor permit or facilitate a third party, through action or inaction, to distribute or redistribute) the Solutions to, nor use the Solutions in furtherance of its business with, any person subject to Sanctions or located, organized, or resident in an Embargoed Country, without the prior written consent of Mobility. Customer will not cause Mobility to violate any applicable Sanctions.

11.5. **Anti-Slavery.** Each Party shall, in performing its obligations under this Agreement or under any applicable Order comply with all applicable anti-slavery laws, statutes and regulations from time to time in force and to which it is subject, including the UK Modern Slavery Act 2015.

## 12. DATA PROTECTION, USE COMPLIANCE AND SECURITY.

12.1. Mobility will handle all personal data in accordance with the Global Corporate Privacy Policy, which can be found at <https://www.mobilityglobal.com/en-us/privacy/privacy-policy-english> and the Data Protection Addendum applicable to the Solutions as set forth at <https://www.mobilityglobal.com/content/dam/mobility-global/en-us/legal/Mobility-DPA-Landing-Page.pdf>.

12.2. **General Compliance.** Each Party shall at all times during the term of this Agreement or Order: (a) comply with all applicable privacy, consumer protection, data security, artificial intelligence, and other similar laws, rules and regulations, including any law related to use of AI; (b) use, handle, process, collect, maintain, store, transmit and destroy Customer Information related to the Solutions solely as permitted under this Agreement or Order or in accordance with lawful written instructions from the Discloser; (c) maintain and enforce security procedures to ensure the confidentiality of Customer Information and the Solutions; (d) maintain an information security program aligned to Good Industry Practice that is designed to protect against accidental or malicious threats; (e) apply reasonable controls to prevent, detect, and respond to malicious software or cyber security attacks; and (f) maintain and communicate to all of such Party's personnel, and contractors as appropriate, its information security and privacy program.

### 12.3. Use Compliance and Audit.

12.3.1. **Annual Compliance.** Customer shall, upon Mobility's request, provide an annual written certification confirming compliance with the terms and conditions of this Agreement and/or any Order. Such certification shall include that, to Customer's knowledge the Solutions have been used solely as permitted under this Agreement and/or any Order.

12.3.2. **Audit.** During the term of this Agreement and for one (1) year thereafter (unless otherwise agreed in the Order or stated in an Exhibit), upon Mobility's request, Customer shall complete an audit

截至本协议和任何适用订单之日, 据 Mobility 所知, 没有任何由 Mobility 的直接或间接母公司拥有或控制 50%或以上的实体受到制裁。截至本协议和任何适用订单之日, 客户声明并保证其:

(a) (i) 不由受制裁的任何个人或实体(包括任何董事或公司高管)拥有或控制, (ii) 也不拥有或控制受制裁的任何个人或实体(包括任何董事或公司高管), (iii) 且不与受制裁的任何个人或实体(包括任何董事或公司高管)处于共同控制之下。(在上述每种情况下, 无论是直接或间接、单独或合计)。

(b) 不是受禁运国政府拥有或控制的机构、部门或实体, 也不是由其拥有或控制的实体。或

(c) 不位于、设立于或居住在禁运国, 也不由任何位于、设立于或居住在禁运国的个人或实体直接或间接拥有或控制。

只要本协议和任何订单有效, 如果上述任何情况发生变化, 各方将立即通知另一方。如果 Mobility 自行认定 Mobility 必须暂停履行或终止协议和任何订单以遵守适用法律或公司政策, 或者客户违反了本条中包含的任何陈述或保证, 则 Mobility 有权立即暂停履行或终止协议和任何订单。未经 Mobility 事先书面同意, 客户不得向受制裁或位于、设立于或居住于禁运国的任何人传播或再传播(或通过作为或不作为允许或促进第三方传播或再传播)方案, 也不得将方案用以促进其与受制裁或位于、设立于或居住于禁运国的任何人之间的业务。客户不得造成 Mobility 违反任何适用的制裁。

11.5. **反奴隶制。** 协议各方在履行其在本协议或任何适用订单项下义务时, 应遵守所有不时生效且约束其的适用反奴隶法律、法规和规章, 包括英国 2015 年《反现代奴隶制法》。

## 12. 数据保护、使用合规与安全。

12.1. Mobility 在处理所有个人数据时, 将根据全球公司隐私政策(详见 <https://www.mobilityglobal.com/en-us/privacy/privacy-policy-english>) 以及适用于方案的《数据保护附录》(详见 <https://www.mobilityglobal.com/content/dam/mobility-global/en-us/legal/Mobility-DPA-Landing-Page.pdf>) 处理个人信息。

12.2. **一般合规性。** 在本协议或订单有效期内, 协议各方应始终:(a) 始终遵守所有适用的隐私、消费者保护、数据安全、人工智能及其他类似法律、法规和规章, 包括任何与使用人工智能相关的法律; (b) 仅在本协议或订单允许的情况下或依照披露方的合法书面指示, 使用、操作、处理、收集、维护、存储、传输和销毁与方案有关的客户信息; (c) 维持并执行安全程序, 以确保客户信息和方案的机密性; (d) 维持符合旨在防范意外或恶意威胁的良好行业惯例的信息安全计划; (e) 采用合理控制措施来预防、发现和应对恶意软件或网络安全攻击; 及(f) 维持其信息安全和隐私计划, 并向该方的全体人员(及承包商, 如适用) 传达该等计划。

### 12.3. 使用合规与审计。

12.3.1. **年度合规。** 客户应根据 Mobility 的要求, 提供年度书面证明, 确认遵守本协议及/或任何订单的条款和条件。该证明应包括: 在客户知晓的范围内, 方案完全按照本协议和/或任何订单的许可使用。

12.3.2. **审计。** 除订单中另有约定或在附件中另有说明, 客户应在本协议期限内及其后一(1)年根据 Mobility 的要求填写审计问卷, 以核实: (a) 客户对本协议和/或任何相关订单条款的遵守情况; 以及(b) 客户在接收、维护、使用和

questionnaire to verify Customer's: (a) compliance with the terms of this Agreement and/or any relevant Order and (b) physical and technical environment as it relates to the receipt, maintenance, use and retention of the Solutions. In cases of a material breach or upon a suspected violation, or due to a requirement from a Third-Party Provider, and upon reasonable notice and at all reasonable times, Customer shall permit Mobility (or a representative of Mobility), to attend the offices of Customer and/or to inspect the relevant books, records, systems and equipment of Customer to verify the foregoing. In conducting any such verification, Mobility shall use its reasonable efforts to limit, as far as practicable, material disruption to the normal business activities of Customer. Customer's failure to promptly comply with the foregoing could constitute a material breach of this Agreement or any applicable Order.

12.3.3. If Mobility reasonably believes that Customer has breached this Agreement and/or any Order, Mobility may notify Customer in writing describing the suspected or actual breach and Customer shall, within five (5) business days of receipt of such notice: (a) acknowledge receipt in writing; (b) to the best of its knowledge, provide answers, including relevant information and explanation regarding the breach, to Mobility's queries and questions; and (c) outline corrective actions taken or planned to be taken by Customer. Customer shall cooperate in good faith with Mobility's investigation and respond promptly to reasonable follow-up requests. Failure to respond and cooperate within the specified period could constitute a material breach of this Agreement or any applicable Order that is not capable of being remedied.

12.4. **Anti-virus.** Each Party shall use antivirus software protection reasonably designed to prevent the Solutions from being infected with any virus, worm, trojan or other malware or malicious code. Mobility's inclusion of license keys or logins in Solutions shall not be deemed malware or malicious code.

### 13. MISCELLANEOUS.

13.1. **Provision of the Solutions.** In providing the Solutions, Mobility shall use commercially reasonable efforts to perform its obligations hereunder in accordance with Good Industry Practice.

13.2. **Independent Contractors.** The Parties are independent contractors and nothing in this Agreement or an Order will be construed to create a partnership, joint venture, agency, or employment relationship between the Parties or any of their Affiliates.

13.3. **Entire Agreement.** This Agreement and any Orders executed hereunder set forth the entire agreement between the Parties and supersede any and all prior proposals, warranties, representations or agreements, written or oral, of the Parties with respect to the subject matter of the relevant Order. Nothing contained in any Customer-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will in any way modify or add any additional terms or conditions to this Agreement and the relevant Order. Such Customer-issued purchase orders are for Customer's internal administrative purposes only, and are not binding on either Party, even if acknowledged, executed, or processed on request of Customer.

#### 13.4. Privity of Contract.

13.4.1. If Customer executes the applicable Order and/or if Customer's Affiliate(s) or Authorized Users access or use any of the Solutions, then Customer shall be responsible for ensuring compliance with this Agreement or any applicable Order by Customer, Customer's Affiliate(s), its Authorized Users, and the Authorized Users of Customer's Affiliates.

13.4.2. If Customer's Affiliate executes the applicable Order; then the Order will be treated as an independent contract between Mobility and such Affiliate, and such Affiliate shall be responsible for ensuring compliance with this Agreement by itself and its Authorized Users (and any Affiliate added to the Order).

13.5. **Variation.** No variation of this Agreement (or any Order or Exhibit) shall be valid unless by written instrument duly executed by authorized representatives of each of the Parties to it.

保留方案方面的物理和技术环境。如果发生重大违约或存在涉嫌违约行为，或因第三方提供方提出要求，客户应在收到合理通知后，于任何合理时间允许 Mobility（或 Mobility 的代表）前往客户办公场所，并/或查验客户的相关账簿、记录、系统及设备，以核实上述情况。在进行任何此类核实时，Mobility 应在切实可行的范围内尽合理努力，尽量减少对客户正常业务活动造成重大干扰。客户未能及时遵守上述规定，可能构成本协议或任何适用订单的重大违约。

12.3.3 如果 Mobility 合理认为客户已违反本协议和/或任何订单，Mobility 有权以书面形式通知客户，说明疑似或已存在的违约行为。客户应在收到该通知后的五（5）个工作日内，采取以下行动：（a）以书面形式确认已收到通知；（b）据其所知，向 Mobility 提供有关该违约行为的答复，包括相关信息和解释，以回应 Mobility 的询问和问题；（c）概述客户已采取或计划采取的纠正措施。

客户应本着诚实信用的原则，配合 Mobility 的调查，并及时回应合理的后续请求。如未能在规定期限内作出回应和配合，则构成本协议或任何适用订单的不可补救的重大违约。

12.4. **病毒。** 各方应建立合理设计的防病毒软件保护，以防止方案感染任何病毒、蠕虫、木马或其他恶意软件或恶意代码。Mobility 在方案中纳入许可证密钥或登录信息不应被视为恶意软件或恶意代码。

### 13. 其他。

13.1. **方案的提供。** 在提供方案时，Mobility 应根据良好行业惯例，尽其商业上合理的努力履行其义务。

13.2. **独立缔约方。** 协议双方属于独立缔约方。本协议或订单并未在协议双方间或其关联方间建立合伙关系、合资关系、代理或雇佣关系。

13.3. **完整协议。** 本协议以及所有或根据本协议签署的订单构成协议双方就本协议事项达成的完整协议，并替代协议双方此前就相关订单的主旨事项所达成的所有书面或口头的建议、保证、陈述或协议。客户签发的采购订单、采购订单确认书或采购订单条款和条件中所包含的任何内容（包括采购流程要求的任何在线条款）均不会以任何方式修改本协议和相关订单或补充额外的条款或条件。客户签发的采购订单仅供客户内部管理目的使用，对双方均无约束力，无论是否已按客户要求确认知晓、签署或处理。

#### 13.4. 合同相对性。

13.4.1. 如果客户签署了适用订单，且/或如果客户关联方或授权用户访问或使用任何方案，客户应负责确保自身、客户关联方、客户的授权用户以及客户关联方的授权用户遵守本协议或任何适用订单。

13.4.2. 如果客户关联方签署了适用订单，则订单视为 Mobility 和该关联方之间的独立合同，该关联方负责确保自身和其授权用户（及订单添加的任何关联方）遵守本协议。

13.5. **协议变更。** 未经相关各方的授权代表正式签署书面文件，对本协议（或任何订单或附件）的变更均属无效。

**13.6. Waiver.** No failure or delay by either Party to exercise any right or remedy they may have, operates as a waiver of that or any other right or remedy at any future time.

**13.7. Assignment and Change of Control.** Customer may not assign this Agreement or an Order or otherwise transfer any of its rights or delegate any of its duties thereunder (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of Mobility, which consent will not be unreasonably conditioned, withheld, or delayed. Mobility's refusal to provide consent to any requested assignment: (a) to a direct competitor of Mobility or its Affiliates; (b) that would interfere with performance of obligations under this Agreement or any applicable Order; or (c) that changes the scope or use contemplated by the Parties under this Agreement or any applicable Order, shall not be deemed unreasonable. Any assignment or transfer in violation of this provision is void. Customer shall give Mobility written notice not fewer than thirty (30) days before the effective date of any such change of Control, merger or acquisition. Customer acknowledges that additional Fees may become payable for increased numbers of Authorized Users or for expanded scope or use of the applicable Solution as a result of (a) an assignment of this Agreement, and/or Order; or (b) a change of Control of Customer or its relevant Affiliates. Mobility may assign, delegate, transfer or novate this Agreement or any Order, in whole or in part, to any of its Affiliates, provided that such transfer does not materially affect the Solutions.

**13.8. Binding on Successors.** This Agreement and any applicable Order shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns. Customer shall ensure its successor or permitted assigns comply with this Agreement or any applicable Order. Failure to secure such compliance may be considered a material breach of this Agreement or an Order. Mobility reserves the right to subcontract any or all of its obligations and rights under this Agreement or Order to subcontractors of its choosing.

**13.9.** The construction, validity and performance of this Agreement and each Order and the transactions contemplated by them (including non-contractual disputes or claims) shall be governed by the laws of the People's Republic of China without regards to its conflict of laws principles. Each Party submits to the exclusive jurisdiction of China International Economic and Trade Arbitration Commission for the purposes of determining any dispute arising out of this Agreement, any Order or the transactions contemplated by them. Each party will bear its own expenses in connection with the arbitration and share equally the fees and expenses of the arbitrators. The language used in such arbitration, including the language of the decision and the reasons supporting such decision shall be English.

**13.10. Force Majeure.** Neither Party shall be liable for delay in performing, or failure to perform, any of its obligations under this Agreement or an Order (except Customer's obligations to pay Mobility for the Solutions) if such delay or failure results from a Force Majeure Event provided that the affected Party provides written notice to the other Party as soon as reasonably possible. In such circumstance, the affected Party shall be entitled to a reasonable extension of time for performing such obligations and shall use commercially reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations.

**13.11. Severability.** If any provision of this Agreement or Order is found invalid or unenforceable such provision shall be deemed deleted therefrom and the Parties shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision. Any remaining portions will remain in full force and effect.

**13.12. Notice.** All notices under this Agreement or an Order must be in writing and delivered by hand, reputable courier service; or via certified mail, return receipt requested; or by confirmed email to the addresses specified on the first page of this Agreement; or at such other addresses as the Parties designate in writing from time to time. Notices are deemed delivered when received by any of the above means. Any legal notices must also be copied to "Attention: Mobility Legal Department, General Counsel, Mobility Global, 5860 Trinity Parkway, Suite 600, Centreville, VA 20120, USA".

**13.13. Publicity.** Mobility is entitled to refer to Customer (by name and logo) as a customer in its public relations (including social media), marketing and sales efforts, and may otherwise use Customer's name,

**13.6. 权利放弃。** 协议一方未履行或迟延履行本协议赋予的任何权利或救济, 不视为其对将来行使该项权利或救济或任何其他权利或救济的放弃。

**13.7. 转让和控制权变更。** 非经 Mobility 事先书面同意, 客户不得(直接或间接、通过法律运作或其他方式) 转让或委托履行本协议或订单或其在在本协议或订单项下的任何权利或义务, 而 Mobility 不得在给予同意时附加不合理的条件, 也不得无故拒绝或拖延给予同意。如果要求进行的转让存在以下情形, 则 Mobility 拒绝为该等转让提供同意不应被认为不合理: (a) 转让给 Mobility 或其关联方的直接竞争对手; (b) 会干扰本协议或任何适用订单项下的任何义务的履行; 或者(c) 会变更协议双方在本协议或任何适用订单项下约定的范围和使用情况。违反上述规定实施的转让或出让行为均无效。客户应当在任何该等控制权变更、合并或收购的生效日前不少于三十(30)天向 Mobility 发出书面通知。客户认可, 因(a) 本协议和/或订单的转让; 或(b) 客户或其相关关联方的控制权变更, 导致授权用户数量增加或适用方案的使用范围扩大时, 可能需要支付额外费用。Mobility 可将本协议或任何订单全部或部分出让、委托、转让或概括转让给其任何关联方, 前提是不对方案造成重大影响。

**13.8. 对于继承人有约束力。** 本协议和任何适用订单应当对于协议双方及其各自的继承人和被允许的受让人均有约束力, 并符合它们的利益。客户应确保其继承人或被允许的受让人遵守本协议或任何适用订单。未能确保此类遵守可被视为对本协议或订单的重大违约。Mobility 有权自行决定聘请其选定的分包商履行或行使本协议或订单项下的任何或所有义务和权利。

**13.9. 法律选择。** 本协议和各订单及其拟进行的交易(包括非合同争议或索赔)的解释、有效性和履行, 应受中华人民共和国法律管辖, 不论其冲突规范如何规定。因本协议和各订单及其拟进行的交易而发生的任何争议, 各方应提交至中国国际经济贸易仲裁委员会("CIETAC") 专属管辖解决。各方应自行承担与仲裁相关的费用, 并平等分担仲裁员的费用和开支。仲裁所使用的语言(包括仲裁裁决以及支持仲裁裁决的理由)为英文。

**13.10. 不可抗力。** 如果因为不可抗力事件导致任何一方延迟履行或未能履行其在本协议或订单项下的任何义务(客户为方案向 Mobility 付款的义务除外), 受影响的一方不应对此类延迟或未能履行承担责任, 但前提是其尽合理可能立即书面通知另一方。在此情况下, 受影响的一方有权合理延长履行相应义务的时间, 并应尽商业上合理的努力减轻不可抗力事件对其履行义务的影响。

**13.11. 可分割性。** 如果本协议或订单任何条款被认定为无效或不可执行, 该条款应视为被删除, 且各方应诚意协商, 以商定能尽最大可能实现原条款所预期之商业结果的替代条款。本协议其他条款仍将继续有效。

**13.12. 通知。** 本协议或订单项下要求的所有通知必须采用书面方式, 并通过当面递交、信誉良好的快递服务公司递送、需送达回执的挂号信、或者经过确认的电子邮件方式送达至本协议首页载明的地址或者协议双方不时书面指定的其他地址。以上述方式收到的通知应当视为已经成功送达。所有法律通知还须抄送至: "收件人: Mobility 法务部, 总法律顾问, Mobility Global, 5860 Trinity Parkway, Suite 600, Centreville, VA 20120, USA"。

**13.13. 公开。** Mobility 有权在其公关(包括社交媒体)、营销和销售工作中, 使用客户名称和徽标将客户列为 Mobility 客户, 并为向客户提供方案之

trademarks, service marks or logos as necessary to provide the Solutions to Customer. Any other use by a Party of the other Party's trademarks, trade names, service marks, or any other additional publicity regarding the other Party will require that Party's prior written consent.

**13.14. Limitation Period.** Notwithstanding anything to the contrary as stated herein, Customer may not bring any claim or cause of action based on this Agreement, an Order or any Solution more than three (3) years after the date such cause of action accrues.

**13.15. Survival.** The terms and conditions of this Agreement or an Order (including [Section\(s\) 3](#) (Fees, Payment, and Taxes), [5](#) (Ownership of Intellectual Property), [6](#) (Confidential Information), [7](#) (Indemnification), [8](#) (Disclaimer and Limitation of Liability), [9.3](#) and [9.5](#) (Termination), [11](#) (Compliance with Laws) and [13](#) (Miscellaneous) of this Agreement) will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit by the Party in whose favor they operate.

**13.16. Third-Party Rights.** This Agreement does not confer any rights or remedies upon any person other than the Parties to this Agreement (or any applicable Order) and their respective successors and permitted assigns. Mobility Affiliates shall be entitled to enforce and/or rely on rights or benefits under this Agreement or an Order (a) as an intended third-party beneficiary or (b) if applicable, in accordance with the Contracts (Rights of Third Parties) Act 1999 ("1999 Act") or equivalent legislation in any relevant jurisdiction. Save for the foregoing, the operation of the 1999 Act is hereby excluded.

**13.17. Authorized Execution.** Each signatory executing this Agreement on behalf of either Party hereby represents and warrants that they are duly authorized and have full authority to execute and deliver this Agreement. Each Party hereby represents and warrants to the other Party that: (a) it has the full right, power and authority to execute, deliver and perform this Agreement and any Order in accordance with its terms; and (b) this Agreement and each Order has been duly executed and delivered by or on behalf of such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

**13.18. Execution in Counterparts.** This Agreement and/or any Order hereto may be executed simultaneously in two or more counterparts, each or which will be considered an original, but all of which together will constitute one and the same instrument.

**13.19. Electronic Signatures.** Each Party consents to the other Party's use of electronic signatures on this Agreement and/or Order. Neither Party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

**13.20. Interpretation.** Section headings are for ease of reference only and do not form part of the Agreement and/or Order. Where used in this Agreement or any Order, the words "include" and "including" will be deemed to be followed by the phrase "without limitation"; all references to singular refers to plural and vice versa.

**13.21. Language.** In the event of any conflicts between the English language version of this Agreement and any translations hereof, the English language version shall prevail.

必要, 以其他方式使用客户的名称、商标、服务标记或徽标。一方在其他方面使用另一方的商标、商号、服务商标或发布另一方的其他信息, 均应当取得另一方的事先书面同意。

**13.14. 诉讼时效。** 无论有任何相反规定, 自相关诉因发生之日起超过三(3)年, 客户即不可根据本协议、订单或任何方案提出任何索赔或诉讼。

**13.15. 继续有效。** 本协议或订单的条款和条件(包括本协议[第3条](#)(费用、付款和税费)、[第5条](#)(知识产权归属)、[第6条](#)(保密信息)、[第7条](#)(赔偿)、[第8条](#)(免责声明和责任限制)、[第9.3](#)和[9.5条](#)(终止)、[第11条](#)(法律遵守)、[第13条](#)(其他)), 为执行该等条款本身并为实现该等条款所保护的协议方利益之必要, 应在本协议期满或另行终止后在最大限度内继续有效。

**13.16. 第三方权利。** 除本协议(或任何适用的订单)双方及其各自的继承人和被允许的受让方以外, 本协议不授予任何人以任何权利或补救措施。Mobility 关联方在以下情况中, 有权执行和/或依赖本协议或订单的权利或利益: (a)作为预期的第三方受益人, 或(b)根据1999年《合同(第三方权利)法》("1999年法")或任何相关司法管辖区的同等法律(如适用)。除上述内容外, 特此排除该1999年法的适用。

**13.17. 授权签署。** 代表任何一方签署本协议及/或订单的签字人在此陈述并保证, 其已获正式授权, 具有签署和提交本协议的充分权限。每一方在此向另一方声明并保证: (a)其拥有根据其条款签署、交付和履行本协议及任何订单的全部权利、权力和授权; 及(b)本协议及各订单已由该方或该方代表妥为签署及交付, 并构成该方的合法、有效及具约束力的义务, 且可根据其条款对该方强制执行。

**13.18. 协议文本。** 协议双方可同时签署两份或多份协议和/或订单文本, 各份已签署的协议和/或订单文本均视为本协议和/或订单的正本, 共同构成同一协议文件。

**13.19. 电子签署。** 协议一方同意另一方在签署本协议和/或订单时使用电子签名。电子签名应被视为有约束力的签名正本, 任何一方均不会否认其法律效力和可执行性。

**13.20. 解释。** 条款标题仅供参考, 不构成本协议和/或订单的一部分。在本协议或任何订单中使用的"包括"和"包含"一词都被视为后跟"但不限于"一词; 所有对单数的引用亦含有复数, 反之亦然。

**13.21. 语言。** 如本协议英文版本与其任何译本存在任何冲突, 以英文版本为准。

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End of Terms and Conditions

条款和条件部分至此结束

## EXHIBIT FOR SUBSCRIPTION AND ONE-TIME PRODUCTS

### 订阅及一次性产品附件

#### 1. SUBSCRIPTION, ONE-TIME PRODUCTS, FEES AND RENEWAL.

**1.1** This Exhibit applies solely to Products that are licensed either on a subscription basis or on a one-time license basis.

**1.2** The Customer will pay Mobility the Fees at the beginning of each Term for licensing the Products specified in any Order. Except as expressly set out in this Agreement, all Fees are nonrefundable. Unless otherwise agreed in the Order, Mobility reserves the right to modify the Fees after the initial twelve (12) month subscription period by providing at least forty-five (45) days prior written notice, email is sufficient, to the Customer; provided such change will occur no more than once in any twelve (12) month period.

**1.3** If the Auto Renew box in the applicable Order is marked "Yes", the Products ordered by Customer on a renewal term basis under such Order will automatically renew for successive twelve (12) month renewal terms, unless either Party provides the other Party with written notice of its intent not to renew at least thirty (30) days before the end of the initial or any renewal term. For the avoidance of doubt, if the Auto Renew box is marked "No", the applicable subscription shall expire at the end of the then-current term and shall not automatically renew.

#### 2. LICENSE AND AUTHORIZED USE.

##### 2.1 LICENSE TYPES

**2.1.1 "Customer License"** means a type of license that allows the Authorized Users (number specified in the applicable Order) of Customer (as of the Start Date of the license as set out in the Order) to access and use the Product. A Customer License does not include the right to allow use by Authorized Users of Customer Affiliates.

**2.1.2 "Divisional License"** means a type of license that allows the Authorized Users (number and region specified in the applicable Order) of Customer and Divisional Affiliates existing as of the Start Date of the license as set out in the Order) to access and use the Product. For the purposes of this Section **"Divisional Affiliate"** means any legal entity which is: (i) directly Controlled by Customer or Customer's parent company, and (ii) together with Customer operates a distinct and separate business division or regional unit within the Customer enterprise. The Divisional License does not extend to any entity that was not a Divisional Affiliate as of the Start Date of the license as set out in the Order, including (a) direct competitors of Mobility or its Affiliates; (b) entities whose access significantly alters the scope or use of the Solution or require Mobility to incur additional costs to offer the Products pursuant to the Agreement and/or Order; (c) if the relevant Divisional Affiliate being acquired or Controlled by the Customer is an existing Customer of Mobility; or (d) is an entity whose acquisition by the Customer, merger with the Customer, or any transfer of its assets to the Customer results in a significant increase in the size of the Customer's Authorized Users.

**2.1.3 "Enterprise-Wide License"** means a type of license that allows the Authorized Users (number and region specified in the applicable Order) of Customer and Customer Affiliates existing as of the Start Date of the license as set out in the Order to access and use the Product. The Enterprise-Wide License does not extend to any entity that was not a Customer Affiliate as of the Start Date of the license as set out in the Order, including (a) direct competitors of Mobility or its Affiliates; (b) entities whose access significantly alters the scope or use of the Solution or require Mobility to incur additional costs to offer the Products pursuant to the Agreement and/or Order; (c) if the relevant Customer Affiliate being acquired or Controlled by the Customer is an existing Customer of Mobility; or (d) is an entity whose acquisition by the Customer, merger with the Customer, or any transfer of its assets to the Customer results in a significant increase in the size of the Customer's Authorized Users.

#### 1. 订阅、一次性产品、费用与续订。

**1.1** 本附件仅适用于以订阅方式或一次性许可方式授权的产品。

**1.2** 客户应在每一期限开始时，就任何订单中所列明的许可产品向 Mobility 支付费用。除非本协议中另有明确约定，所有费用均不可退款。除非订单另有约定，经至少提前四十五(45)天书面通知客户（电子邮件即可），Mobility 有权在初始十二(12)个月订阅期届满后修改费用，但该等修改每十二(12)个月不超过一次。

**1.3** 如果适用订单中的“自动续订”框标注为“是”，则客户在该订单项下按续订订购的产品将自动续订为连续的十二(12)个月续订期，除非协议一方在首个期间或任何续展期间届满前至少提前三十(30)天书面通知另一方，表明其不再续期。为避免疑义，如“自动续订”框标注为“否”，则相应的订阅将在当期届满时终止，且不会自动续订。

#### 2. 许可与授权使用。

##### 2.1 许可类型

**2.1.1“客户许可”**是指允许客户的授权用户自订单载明的许可开始日期起访问并使用产品的一种许可类型。授权用户人数在适用订单中予以规定。客户许可不允许客户关联方的授权用户使用。

**2.1.2“部门许可”**是指允许客户及其授权用户（在订单所载许可开始日期时已存在的部门关联方）访问并使用产品的一种许可类型。授权用户人数和区域在适用订单中予以规定。本条中的**“部门关联方”**是指客户或客户母公司直接控制，且和客户在企业内部共同运营一个独立业务部门或区域单位的法律实体。部门许可不适用于在订单所载许可开始日期并非部门关联方的任何实体，包括：**(a)Mobility** 或其关联方的直接竞争对手；**(b)**其访问会显著改变方案的范围或使用方式，或将导致 **Mobility** 根据协议和/或订单提供产品而产生额外成本的实体；**(c)**被客户收购或控制且为 **Mobility** 现有客户的相关部门关联方；或**(d)**被客户收购、与客户合并，或其任何资产转移给客户从而导致客户的授权用户规模显著增加的实体。

**2.1.3“企业范围内许可”**是指允许客户及其授权用户（在订单所载许可开始日期时已存在的客户关联方）访问并使用产品的一种许可类型。授权用户人数和区域在适用订单中予以规定。企业范围内许可不适用于在订单所载许可开始日期并非客户关联方的任何实体，包括：**(a)Mobility** 或其关联方的直接竞争对手；**(b)**其访问会显著改变方案的范围或使用方式，或将导致 **Mobility** 根据本协议和/或订单提供产品而产生额外成本的实体；**(c)**被客户收购或控制且为 **Mobility** 现有客户的相关客户关联方；或**(d)**被客户收购、与客户合并，或其任何资产转移给客户从而导致客户的授权用户规模显著增加的实体。

**2.1.4 “One-Time License”** means a type of license that allows Customer to access and use the Product and is not based on an ongoing subscription.

**2.1.5 “Site License”** means a type of license that only allows Customer to access and use the Product from the location(s) listed in the Order. Proxy or community access from locations not listed in the Order is strictly prohibited. Site License may include Customer Affiliates’ locations as sites, if the Order specifically lists the Customer Affiliates’ locations.

**2.1.6 “User License”** means a type of license that allows the number of Authorized Users specified in the Order to access and use the Product through username and passwords. Authorized Users of Customer Affiliates may access the Product if the Order specifically lists the Customer Affiliates.

## 2.2 AUTHORIZED USE.

**2.2.1 License Grant.** Subject to the terms and conditions of the Agreement, Mobility grants to Customer, and Customer hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsub licensable, and revocable.

**2.2.2 Creation of Reports from the Product.** Customer may create internal reports, analysis, calculations, presentations or other information (collectively “Reports”) using a reasonable amount of information from the Product. Reports may include: (a) limited excerpts of information directly from the Product; and/or (b) information, analysis, or outputs created through Customer’s own analysis or processing of the Product. Nothing in this Section will operate so as to vest in Customer any proprietary rights in any Products or portions of the Product used in the Reports.

**2.2.2.1 Amount of Product in Reports.** Customer undertakes: (a) that the information from the Product used in the Reports will be insubstantial and will not be primarily a copy of the Product; and (b) not to create Reports that uses a portion of the Product that could reasonably be considered substantial.

**2.2.2.2 Reports Not to be Commercialized.** Customer must not use Reports: a) to produce a commercial product or service or b) directly for revenue-generating purposes; and Reports are not disclosed, distributed or otherwise made available to third party without the prior written consent of Mobility. For avoidance of doubt, Reports created in accordance with this Section shall not be deemed a “derivative work” of the Product under this Agreement.

**2.2.2.3 Citing Mobility in Reports.** In Reports, Customer will represent Mobility as the source of the Product information in the following form: *“Includes content supplied by Mobility Global Mobility [name of the Product, publication date]. All rights reserved.”*

**2.2.2.4 Use of Reports at End of Term or Termination.** Customer is not required to delete, destroy, or return any Reports in backup or archival storage, including server backups, cloud backups or similar media. Such Reports shall be deleted or destroyed in accordance with Customer’s retention policy. All archival or backup copies of the Reports remain subject to the terms of the Agreement and may only be accessed or used for internal archival, compliance, or regulatory purposes. Any other use of archival or backup copies is strictly prohibited.

**2.1.4“一次性许可”**是指一种类型的许可，允许客户访问并使用产品，该等许可不是持续性订阅。

**2.1.5“站点许可”**是指一种类型的许可，仅许可客户在订单中所列的地点访问并使用产品。在订单中列明的地点外通过代理或第三方站外接入方式访问产品是严格禁止的。如果订单明确将客户关联方地点列出，站点许可也可以将客户关联方地点设为站点。

**2.1.6“用户许可”**是指一种类型的许可，允许订单中规定数量的授权用户以用户名和密码访问并使用产品。若订单中特别列明客户关联方，则客户关联方的授权用户可以访问该产品。

## 2.2 授权使用。

**2.2.1 授予许可。**受限于本协议的条款和条件，Mobility 向客户授予且客户在此接受一份许可，该许可是有限的、非独占的、不可转让的、不可分许可的且可撤销的。

**2.2.2 使用产品制作报告。**客户可以使用产品中合理数量的信息制作内部报告、分析、计算、演示或其他信息（以下合称“报告”）。报告可以包含：(a)直接来自产品的有限摘录；和/或(b)客户通过对产品进行自身分析或处理而创建的信息、分析或输出。本条规定并未向客户授予任何产品的或报告中使用的产品部分的专有权利。

**2.2.2.1 报告中产品的量。**客户承诺，(a)在报告中使用的来源于产品的信息应当是少量的，且其主要构成不是对产品的复制；并且(b)创作报告所使用的产品部分无法合理认定为大量。

**2.2.2.2 报告的非商业性。**客户不得：(a)使用报告制作商业产品或服务，或者(b)将报告用于可以直接带来收益的目的；且未经 Mobility 事先书面同意，不得向任何第三方披露、分发或以其他方式提供报告。为免生疑义，依据本节创建的报告不应视为本协议项下产品的“衍生作品”。

**2.2.2.3 在报告中引用 Mobility。**客户应按照下列格式在报告中表明 Mobility 为产品信息的来源：*“包含由 Mobility Global Mobility 提供的内容 [产品名称，发布日期]。保留所有权利。”*

**2.2.2.4 期满或者终止后对报告的使用。**客户无需删除、销毁或返还备份或归档存储中的任何报告（包括服务器备份、云备份或类似介质）。该等报告应根据客户自身的留存政策删除或销毁。报告的所有存档或备份仍受协议条款的约束，并且仅可出于内部归档、合规或法规目的予以访问或使用。严禁将归档或备份副本用于任何其他用途。

## EXHIBIT FOR SERVICES

### 服务附件

#### 1.SERVICES.

1.1 This Exhibit applies solely to Services that are performed under an SOW.

1.2 Services are deemed accepted so long as Mobility has performed tasks in accordance with the scope of Services as set forth under an SOW.

#### 2.DEFINITIONS.

2.1 “**Deliverables**” for the purposes of this Exhibit and all applicable SOWs, Deliverables means the results of Services performed by Mobility for Customer under each SOW. References to Services in the Agreement shall also apply to Deliverables as appropriate.

2.2 “**Fixed Fee**” means an amount specified in an SOW that is fixed and not dependent on the time spent or costs incurred by Mobility in performing the Services.

2.3 “**Time-Based Fee**” means an amount per hour, day or month specified in an SOW that is based on the time Mobility spends performing Services.

2.4 “**Unit-Based Fee**” means an amount specified in an SOW for each or a defined number of report(s) or datasheet(s) or any other kind of Deliverables as supplied by Mobility in performing the Services.

2.5 “**Retainer Fee**” means fees prepaid by Customer for Services. If Customer has paid a Retainer Fee, Mobility will deduct from that Retainer Fee any Fees owed for any Fixed, Time-Based, or Unit-Based Services.

#### 3.FEES.

Customer will pay Mobility the Fees set forth in any SOW(s).

#### 4.LICENSE.

Subject to the terms and conditions of the Agreement, Mobility hereby grants to Customer, and Customer hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable. Customer may use any Deliverables that contain Mobility Property and that are set forth in an SOW for its Internal use only.

#### 5.WARRANTIES.

Subject to [Section 8.1](#) of the Agreement, Mobility warrants that Services provided by Mobility under an Order will be performed with reasonable skill and care by competent and trained personnel. The content of any Deliverables is provided “AS IS.” Customer’s sole and exclusive remedy and Mobility’s sole obligation for breach of this warranty is for Mobility to use commercially reasonable efforts to correct materially defective Services at no additional charge to Customer; provided that Customer gives Mobility specific written notice of the materially defective Services within thirty (30) days after the Services are performed.

#### 6.CUSTOMER OBLIGATIONS.

6.1 Customer will cooperate with Mobility in providing prompt and timely information, notices, and feedback.

6.2 Customer acknowledges that the ability of Mobility to perform Services in the timeframe set forth in any SOW is contingent upon Customer’s provision to Mobility of timely Customer Information. Mobility’s time of performance will be increased, day-for-day to match any delay caused by: (a) failure by Customer to submit Customer Information by the dates set forth in the SOW; (b) a special request by Customer or any governmental agency authorized to regulate or supervise Customer that impacts Mobility performance; or (c) Customer’s failure to provide access to any of its facilities as called for by any SOW. Mobility will promptly notify Customer of the estimated impact on its performance, if any, as a result of an event described in Sections (a) through (c) above.

#### 7.MISCELLANEOUS.

7.1 **Changes to an SOW.** If Customer wants to change an SOW, Customer will put such change request in writing. Mobility will respond within ten (10) days as to whether it can perform the requested changes, and will note any additional Fees, and time necessary to accomplish such changes. Mobility may, upon five (5) business days’ written notice to the Customer, request changes to the SOW.

#### 1.服务。

1.1 本附件仅适用于根据工作清单提供的服务。

1.2 只要 Mobility 已按照工作清单中规定的服务范围完成相关任务，即视为服务已被接受。

#### 2.定义。

2.1“**交付成果**”为本附件和所有适用的工作清单之目的，交付成果是指 Mobility 根据各工作清单向客户提供的服务成果。协议中引述的服务应在适当情况下亦适用于交付成果。

2.2“**固定费用**”是指工作清单中规定的固定金额，不取决于 Mobility 在履行服务中实际花费的时间或产生的成本。

2.3“**计时费用**”是指根据 Mobility 在履行服务时实际花费的时间，按工作清单中规定的小时、天或月费率支付的金额。

2.4“**计件费用**”是指工作清单中规定的，为 Mobility 在履行服务时提供的每份或规定数量的报告、数据表或其他交付成果支付的金额。

2.5“**聘用费**”指客户为服务预先支付的费用。如果客户已经支付了聘用费，则 Mobility 将在聘用费中扣除客户应付的固定费用、计时费用和计件费用。

#### 3.费用。

客户将向 Mobility 支付任何工作清单中规定的费用。

#### 4.许可。

受限于协议的条款和条件，Mobility 向客户授予且客户在此接受一份许可，该许可是有限的、非独占的、不可转让的、不可分许可的且可撤销的。客户可以且仅可为内部使用目的使用工作清单中列明的、包含 Mobility 财产的任何交付成果。

#### 5.保证。

在协议[第8.1条](#)效力优先的前提下，Mobility 保证其根据订单提供的服务将由具备相应能力且经培训的工作人员以合理的技能和适当的注意实施。任何交付成果的内容均以“现状”提供。当 Mobility 违反本项保证时，客户享有的唯一和排他性救济以及 Mobility 承担的唯一义务为：由 Mobility 尽其商业上合理努力免费为客户消除服务中存在的重大缺陷。Mobility 承担此义务的前提是，客户应当在服务提供后三十(30)天内向 Mobility 提供关于服务中存在重大缺陷的明确书面通知。

#### 6.客户责任

6.1 客户将配合 Mobility 迅速、及时提供相关信息、通知和反馈意见。

6.2 客户认可，Mobility 是否能够按照相关工作清单规定的时间表提供服务取决于客户是否及时向 Mobility 提供客户信息。以下情形可能致使 Mobility 的服务履行期间以天为单位相应延长：(a)客户未按照工作清单规定的期限提供客户信息；或者(b)客户或者负责监管或监督客户的政府主管部门提出特殊要求，从而对 Mobility 的正常服务安排产生影响；或者(c)客户未提供工作清单要求的、Mobility 提供服务时必需的设施。发生上述(a)项至(c)项所述情形时，Mobility 将及时通知客户并说明预计对其提供服务产生的影响（如有）。

#### 7.其他。

7.1 **对工作清单的修改。**如果客户希望修改工作清单，其应当提出书面请求。Mobility 应当在十(10)天内给予答复，明确其是否可以实施客户申请的修改内容，并注明为实施修改内容所需的时间和额外费用。经至少提前五(5)个工作日书面通知客户，Mobility 可请求修改工作清单。

**7.2 Termination for Convenience.** Except as otherwise provided in an SOW, Customer will have the right to terminate a portion or all of a Fixed Fee SOW without cause by giving thirty (30) days prior written notice to Mobility. Such termination will be effective upon receipt of the notice by Mobility or such later date as may be set forth in the notice. Customer will pay the Fees and approved Expenses earned through the date of termination plus reasonable charges incurred because of the termination and subject to Mobility's submission of correct invoices. Payments are due as otherwise set forth in this Agreement.

**7.2 无理由终止合同。**除非在工作清单中另有约定，客户经提前三十(30)天书面通知 Mobility 即可终止一项固定费用工作清单的全部或者部分。该等终止应在 Mobility 收到通知之日或者该等通知中列明的较晚日期生效。客户应支付截至终止日发生的费用和经批准的开支以及因终止而发生的合理费用，前提是 Mobility 应提供正确的发票。款项应按照本协议中其他规定的时间和方式到期或应支付。