

Riscure China Evaluation Product License Conditions - 20200208
Riscure中国评估产品许可条件 - 20200208

1. Scope of the Agreement

These Evaluation Product License Conditions shall apply to any agreement and all other legal relationships connected with the delivery of Product(s) identified in the evaluation quotation. The evaluation quotation and these Evaluation Product License Conditions, if applicable, constitute the agreement between parties (hereafter: "the Agreement"). The Agreement shall be concluded between customer (hereafter: "Licensee") and Riscure B.V. (hereafter: "Riscure"). Any terms and conditions proposed or stipulated by Licensee shall not apply - not even in addition to these Evaluation Product License Conditions - and any applicability is expressly excluded and rejected unless otherwise expressly agreed in writing.

2. License Grant

2.1 Subject to the Agreement Riscure grants Licensee a non-exclusive, temporary, subscription license to use, reproduce and modify (if applicable) the Software in the form delivered to Licensee, solely for evaluation purposes and for the limited term identified in the Agreement. At the expiration of the limited term, the license to the Software, lapses and Licensee will permanently remove and delete all copies of the Software or return these to Riscure.

2.2 The license cannot be carried over to a third party. The Software shall only be used by the Licensee's employees. Any modifications, reverse engineering, decompilations (except where allowed under mandatory law), renting, leasing, lending, hosting, sublicensing or reproducing of the Software outside the license is prohibited.

2.3 Access to workstations or servers on which the Software is used shall be limited to authorized personnel only. The Licensee is responsible for putting in place adequate security controls to prevent the Software from being accessed on a workstation or via a network connection by an unauthorized individual.

3. Ethical use & compliance with laws

The Product is designed for the purposes as described in the software description. It is not permitted to use the Product for any illegal purposes. This includes, but is not limited to, breaking the security of a product with the aim to financially exploit the vulnerabilities that are detected.

1. 协议范围

这些评估产品许可条件应适用于与评估报价中确定的产品交付有关的任何协议和所有其他法律关系。评估报价和这些评估产品许可条件（如适用）构成双方之间的协议（以下称“协议”）。该协议应在客户（以下称“被许可方”）和Riscure B.V.（以下称“Riscure”）之间达成。被许可人提出或规定的任何条款和条件均不适用-甚至不包括这些评估产品许可条件，也不得适用，除非明确书面同意，否则任何适用性均被明确排除和拒绝。

2. 许可授予

2.1在遵守协议的前提下，Riscure授予被许可方非排他性的临时订阅许可，以交付给被许可方的形式使用，复制和修改（如果适用）软件，仅用于评估目的和协议中确定的有限期限。在有限期限到期时，本软件的许可，失效和被许可方将永久删除和删除本软件的所有副本，或将其退还给Riscure。

2.2许可证不能转让给第三方。该软件只能由被许可方的员工使用。禁止对软件进行任何修改，逆向工程，反编译（除非强制性法律允许），在许可范围之外出租，租赁，出借，托管，再许可或复制软件。

2.3对使用该软件的工作站或服务器的访问仅限于授权人员。被许可方负责实施适当的安全控制措施，以防止未经授权的个人在工作站上或通过网络连接访问该软件。

3. 道德使用和遵守法律

产品设计用于软件说明中所述的目的。禁止将本产品用于任何非法目的。这包括但不限于破坏产品的安全性，旨在从财务上利用发现的漏洞。

4. Warranty

The Product is provided as-is and without any warranties. Riscure is under no obligation to repair or replacement of the Software.

5. Confidentiality

For the purposes of the Evaluation Product License Conditions, “Confidential Information” means all information disclosed by a party (“the Disclosing Party”) to the other party (“the Receiving Party”), whether orally or in writing, that is designated as confidential or can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. Any source code that may be included in the Software is deemed to be confidential. The Licensee agrees to hold information on methods, code and other knowledge that already exist in the Software in strict confidence and shall use the information only for the purpose of the Agreement. Licensee agrees to use the Confidential Information only for the limited term of its license and solely for the purpose of evaluation, and to take all steps reasonably necessary to maintain and protect the Confidential Information in the strictest confidence for the benefit of Riscure. Both parties will take all reasonable measures to ensure safe preservation or storage with respect to the Confidential Information in whatever form, or on whatever kind of data medium. The Receiving Party hereby acknowledges that, due to the unique nature of the Disclosing Party’s Confidential Information, any breach of its obligations hereunder would result in serious damage being sustained by the Disclosing Party.

The confidentiality clause does not apply to information which:

- At the date of disclosure to the Receiving Party or thereafter can be shown by the Receiving Party to be already generally available to the public and/or which comes into the public domain other than through an action or inaction by the Receiving Party (or any employee, agent, consultant or affiliate) in breach of the Agreement.
- Was lawfully in the Receiving Party’s possession or known by the Receiving Party prior to receipt from Disclosing Party.
- Was lawfully disclosed to the Receiving Party by a third party who was in lawful possession of such information and who was not under any confidentiality obligations.
- Was invented or developed by the Receiving Party.
- Is information output originating from the use of the Software .

4.维保

产品按原样提供，没有任何保证。Riscure没有维修或更换软件的义务。

5.保密性

就《评估产品许可条件》而言，“机密信息”是指由一方（“披露方”）向另一方（“接收方”）披露的所有口头或书面形式的信息。考虑到信息的性质和特征以及本公开的情况，可以保密或可以合理地将其视为机密。本软件中可能包含的任何源代码均被视为机密信息。被许可人同意持有有关软件中已经存在的方法，代码和其他知识的信息，请务必严格保密，并且这些信息仅应用于本协议的目的。被许可人同意仅在其许可的有限期限内使用机密信息，并且仅出于评估目的，并采取一切合理必要的步骤以最严格的信心维护和保护机密信息，以使Riscure受益。

双方将采取一切合理措施，确保以任何形式或在任何类型的数据介质上安全保密地保存或存储机密信息。接收方在此承认，由于披露方机密信息的独特性，任何违反其保密义务的行为都会导致披露方遭受严重损害。

保密条款不适用于以下信息：

- 在向接收方披露之日或之后，接收方可以证明其已普遍向公众开放和/或已进入公共领域，但通过接收方（或任何其他方式的作为或不作为）员工，代理商，顾问或关联公司）。
- 合法地属于接收方所有，或在披露方收到之前被接收方知晓。
- 由合法拥有的第三方合法地向接收方披露此类信息，谁没有任何保密义务。
- 由接收方发明或开发。
- 信息输出是否源自使用软件。

6. Intellectual property

6.1 The intellectual property rights on the Product are owned by Riscure.

6.2 Riscure shall indemnify Licensee against any action at law based on the allegation that the Product infringe(s) any intellectual property right, provided that Licensee shall notify Riscure promptly in writing of the claim and give Riscure sole control over its defence or settlement. The Licensee agrees to provide Riscure with reasonable assistance in defending the claim, and Riscure will reimburse Licensee for reasonable out of pocket expenses that it incurs in providing that assistance. This obligation to indemnify shall cease to exist if and insofar as the infringement concerned relates to (i) any modifications which Licensee has made in the Products, equipment or materials or caused to be made therein by third parties, (ii) non-Riscure software; (iii) Licensee's combination of the Product with (or damages based on the value of) a non-Riscure product, data, or business process; (iv) the use or redistribution of the Product in violation of this Agreement; (v) Licensee's continued use of the Product after being notified to stop due to a third party claim; or (vi) Products or fixes provided free of charge.

7. Export

Licensee agrees and warrants that it will comply with all applicable national and international (re-) export control laws and regulations, such as but not limited to the Wassenaar Arrangement and end-user, end use and destination restrictions by U.S. and other governments related to Riscure Products, services, and technologies.

8. Termination

Parties shall, in any event, be entitled to immediately rescind the Agreement in the event that:

- The other party is in material breach of its contractual obligations and has not remedied such breach within thirty (30) days after receipt of a written notice of default from the other party.
- The other party is declared bankrupt, is granted a suspension of payments or begins negotiations for a composition with its creditors or is otherwise insolvent.

Termination of the Agreement is solely possible as specified in the Agreement.

6. 知识产权

6.1 产品的知识产权归Riscure拥有。

6.2 Riscure应当基于被指控产品侵犯任何知识产权的指控向被许可方赔偿任何法律诉讼，前提是被许可方应立即以书面形式将权利要求通知Riscure并完全控制Riscure对其辩护或解决。

被许可方同意为Riscure提供抗辩的合理协助，并且Riscure将补偿被许可方因提供这种协助而产生的合理的自付费用。如果与以下侵权行为有关，并且 (i) 被许可人对产品，设备或材料进行的任何修改或由第三方导致的任何修改，(ii) 非Riscure软件，则该赔偿义务将不复存在。；(iii) 被许可人将产品与非礼节性产品，数据或业务流程（或基于其价值造成的损失）组合在一起；(iv) 违反本协议使用或重新分发产品；(v) 被许可人由于第三方索赔而被告知停止使用后继续使用产品；或 (vi) 免费提供的产品或修复程序。

7. 出口

被许可方同意并保证将遵守所有适用的国家和国际（再）出口管制法律和法规，例如但不限于 Wassenaar安排以及美国和其他政府对最终用户，最终用途和目的地的限制，Riscure产品，服务和技术。

8. 终止

在任何情况下，当事方应有权在以下情况下立即撤销本协议：

- 另一方严重违反了合同义务，并且在收到另一方的书面违约通知后三十（30）天内没有纠正这种违约行为。
- 另一方被宣告破产，被授予中止付款或开始与其债权人进行债务偿还谈判或以其他方式破产。

完全有可能按照协议中的规定终止协议。

9. Liability

Riscure delivers the Product as-is, excludes any liability for direct or indirect damages caused by the Product and is not responsible for any consequences of misuse of the tool and any mistakes in the platform.

The limitations contained in the Agreement will not apply with respect to (i) Riscure's obligations under the Agreement to defend third party claims of intellectual property infringement, and to pay damages resulting from any final adjudication (or settlement to which Riscure consents) of such claims, or (ii) Riscure's liability for damages resulted from gross negligence or wilful misconduct of Riscure's senior management or (iii) for damages caused in violation of mandatory applicable law or where liability cannot be excluded or limited under applicable mandatory laws.

10. Applicable law

The Agreement and any dispute connected thereto shall be governed by the laws of the Netherlands, without effect to its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

11. Resolving conflicts

Any dispute arising from the Agreement shall be submitted to the jurisdiction of the competent court of the country of the defendant. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

12. Severability

In the event any provision clause, sentence, phrase, or word in these Evaluation Product License Conditions, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision in any other circumstances. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the provision to the extent permissible under applicable law.

13. Entire agreement

The Agreement constitutes the entire agreement of the parties with respect to the use of the Products. The Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both parties.

9.责任

Riscure照原样提供产品，不承担任何由产品引起的直接或间接损坏的责任，并且对于因滥用工具和平台中的任何错误所造成的后果不承担任何责任。

本协议中包含的限制不适用于 (i) 本协议中Riscure的义务，即为第三方对知识产权侵权的要求进行辩护，并赔偿因此类要求的任何最终裁决（或Riscure同意的和解）而导致的损害赔偿，或 (ii) Riscure对因Riscure的高级管理人员的过失或故意的不当行为而造成的损害赔偿责任，或 (iii) 对违反强制性适用法律或在适用的强制性法律下不能排除或限制责任的损害造成的赔偿责任。

10.适用法律

本协议及其相关的任何争议均应受荷兰法律管辖，但不影响其法律冲突规则。双方同意，《联合国国际货物销售合同公约》不适用于该协议。

11.解决冲突

由协议引起的任何争议应提交被告所在国家/地区的主管法院管辖。这种司法管辖权的选择不会阻止任何一方在任何适当的司法管辖区就侵犯知识产权或保密义务寻求禁令救济。

12.可分割性

如果本评估产品许可条件中的任何条款，句子，短语或单词或其任何情况下的适用被认为是无效或不可执行的，则此类无效或不可执行性将不影响其余条款的有效性或可执行性或在任何其他情况下适用任何此类规定。认为无效，非法或无法执行的任何此类规定，应在适用法律允许的范围内，用类似进口的规定代替，以反映该规定的初衷。

13.完整协议

该协议构成双方关于产品使用的全部协议。只有通过双方授权代表签署的书面执行的书面修改，才能对本协议进行修改。



Licensee declares to have read the Evaluation Product License Conditions and accepts the conditions that are presented to him/her in the Agreement.

被许可方声明已阅读《评估产品许可条件》，并接受协议中提供给他们条件。

Name 姓名:

Signature 签名:

Place 签署地:

Date 日期:

Please return the signed document by courier (preferred), email or post to Riscure.

请通过快递（推荐），电子邮件或邮寄的方式将签名的文件回复给安试酷。

The right of interpretation rests with us. If there is any difference between Chinese and English, the English shall prevail, and the content and version will be updated without notice.
解释权在我方，若中文与英文有任何不同以英文为准，内容及版本更新不另行通知。



Evaluation Quotation

This document serves as formal quotation for customer (Licensee) to evaluate a Riscure product. Irrespective of the product, the Riscure Evaluation Product License Conditions apply to this quotation and any other legal relationships connected with the delivery of the product.

本文档用作客户（被许可方）评估Riscure产品的正式报价。不论产品如何，Riscure评估产品许可条件均适用于此报价以及与产品交付有关的任何其他法律关系。

Customer Company Name 公司名称:

Customer Address 地址:

	Terms 条款	Further information 其他
Product being evaluated 在评估产品		
Agreed duration/available renewals 有效期		
Agreed fee for evaluation if any 评估价格（若有）		
Further evaluation agreements (as part of MVP or other collaborative processes) 评估协议（作为MVP或其他协作流程的一部分）		

Riscure 安试酷

(Customer公司名称)

Name姓名:

Name 姓名:

Title 职务:

Title 职务:

Signature/Place/Date

Signature/Place/Date

签字/地点/日期

签字/地点/日期

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