



RISCURE CHINA GENERAL SERVICES CONDITIONS – 20191230

安试酷通用服务条款 - 20191230

Scope of Agreement

协议范围

These General Services Conditions shall apply to any agreement and all other legal relationships connected with the delivery of services. The quotation and/or purchase order and these General Services Conditions constitute the agreement between parties (hereafter: “the Agreement”). The Agreement shall be concluded between customer (hereafter: “Client”) and Riscure (Shanghai) Co., Ltd. (hereafter: “Riscure”). Any terms and conditions proposed or stipulated unilaterally by Client shall not apply - not even in addition to these General Services Conditions - and any applicability is expressly excluded and rejected unless otherwise expressly agreed in writing. 本通用服务条款适用于与服务提供有关的任何协议和所有其他法律关系。报价和/或订单以及此通用服务条款构成双方之间的协议（以下简称“本协议”）。本协议由客户（以下称“客户”）与安试酷信息科技有限公司（上海）有限公司（以下称“安试酷”）达成。除非双方明确书面同意，否则除此通用服务条款之外的客户单方面提议或规定的任何条款和条件均不适用。

Payment terms

付款条件

The prices in the quotation to which these General Services Conditions apply exclude VAT or any other local taxes that may apply. Client shall pay any taxes applicable or connected to Riscure’s performance of the services (included but not limited to any value added, services, sales or other transaction taxes, fees, (sur)charges and other similar taxes); and any regulatory cost recovery that is owed under the Agreement. The payment schedule is specified in the Agreement. The Client will be deemed to have accepted the services, unless Riscure receives within two (2) weeks after delivery a written notice of rejection specifying the problem and including feedback from the Client on revisions that are desired before acceptance. In case of a change of instructions, or if Client does not (timely) provide the agreed required information or cooperation, Client will be responsible for reimbursing Riscure for any costs or losses so caused to Riscure and Riscure shall be not responsible for the delay of Services caused. Riscure will notify Client as soon as reasonably possible of such (imminent) costs or losses, and will use best efforts to mitigate such costs or losses.

该通用服务条款适用的报价中的价格不包括增值税或任何其他可能适用的地方税，这些税应由客户承担。客户应支付任何与安试酷的服务绩效相关或适用的税（包括但不限于任何增值税、服务税、销售税或其他交易税、（附加）费用及其他类似税）以及本协议下应支付的任何监管费用返还。本协议将约定付款安排。除非安试酷在交付后两（2）星期内收到书面拒绝通知，其中指明了问题所在，并包括客户对接受之前需要进行的修订的反馈，否则将视为客户已接受服务。如果客户更改要求，或者未（及时）提供其之前同意提供且被要求提供的所需信息或合作，则客户将负责赔偿因此给安试酷造成的任何费用或损失，安试酷对因此造成的延迟服务不承担责任。安试酷将在合理可能的情况下尽快将此类（即将发生的）成本或损失通知客户，并将尽最大的努力减轻此类成本或损失。

Intellectual property

知识产权

All rights in any pre-existing work used in the performance of services will remain the sole property of the party providing the pre-existing work (either Client or Riscure, as applicable). Specifically, all (intellectual property) rights regarding any processes, designs, knowledge or know-how related to the methodologies, techniques and (software and hardware) tools which are used or created by Riscure for performing the services set out in the

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Agreement are not part of the new results and will be vested in Riscure. During the performance of services and upon full payment, each party grants to the other (and its contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

提供服务时使用的任何先前存在的作品的所有权利将始终是提供该先前存在的作品的一方（视情况为客户或安试酷）的专有财产。特别是安试酷使用或创造的用于履行本协议中约定的服务的方法、技术和（软件和硬件）工具相关的任何过程、设计、知识或诀窍的所有权利（知识产权）均不属于新成果的一部分，并将归属安试酷。在提供服务期间且客户全额付款后，双方均授予另一方（必要时亦授予其承包商）临时的、非排他性许可，以使用、复制和修改已提供给另一方其任何先前存在的作品，但仅可用于履行本协议项下的服务。

The copyright in the new result(s) of the services performed by Riscure pursuant to the Agreement, which shall exclude the intellectual property rights vested in pre-existing work of Riscure, will be vested in Client.. Client grants Riscure a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) such new results for Riscure's legitimate business purposes (including performing services to its other customers). The assignment of copyright at the conclusion of Riscure's performance of the relevant services is conditioned upon Client's compliance with the terms of the Agreement and is subject to final written confirmation by Riscure.

基于安试酷根据本协议提供的服务产生的新的工作成果中的版权（不包括安试酷先前存在的作品中包含的知识产权）将归客户所有。全额付款后，新工作成果中的版权将属于客户。客户授予安试酷非排他的、永久的、已全额付费的许可，允许安试酷为其合法商业目的（包括向其他客户提供服务）而使用、复制和修改（如适用）新工作成果。安试酷完成相关服务后，版权转让给客户的前提是客户遵守了本协议并取决于安试酷最终的书面确认。

Indemnification

免责

Riscure shall indemnify Client against any action at law based on the allegation that services developed by Riscure itself infringe(s) any intellectual property right, provided that Client shall notify Riscure promptly in writing of the claim and give Riscure sole control over its defence or settlement. Client agrees to provide Riscure with reasonable assistance in defending the claim, and Riscure will reimburse Client for reasonable out of pocket expenses that it incurs in providing that assistance and subjects to the prior written approval of Riscure. This obligation to indemnify shall cease to exist if and insofar as the infringement concerned relates to any modifications which Client has made in the software, equipment or materials or caused to be made therein by third parties.

如安试酷自行开发的服务侵犯了任何知识产权，安试酷应使客户免于受到任何法律诉讼，前提是客户应立即以书面形式将该诉求通知安试酷，并由安试酷全权应诉或解决该争议。客户同意向安试酷提供合理的协助以应诉，安试酷将向客户偿还其因提供协助产生的合理自付费用，前提是产生该费用应获得安试酷的事先书面批准。如果相关侵权与客户或第三方对软件、设备或材料进行的任何修改相关，则安试酷不再承担此免责义务。

In addition, and as an exception to the above, this obligation to indemnify shall cease to exist for (results of) services provided by Riscure to Client, where Riscure advises Client how to make Client's services, products, systems or processes more secure (e.g. by advising on countermeasures against security attacks). When

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adopting the results of these services, it is Client's responsibility to check whether there is an infringement of a third party's intellectual property rights and, where relevant, to secure a proper license from such third party.

此外，另一个免责任的例外是，当安试酷就如何使客户的服务、产品、系统或流程更安全（例如通过建议针对安全攻击的对策）提出建议，客户采纳该建议的，安试酷对该部分服务不承担免责任。检查采纳该建议是否会侵犯第三方的知识产权应属客户的责任，此时客户应从该第三方获取适当许可。

Confidentiality

保密

With respect to information, data or knowledge which is designated as confidential or which can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure, the parties will enter into a separate agreement (NDA) which will govern their respective obligations with respect to confidentiality.

对于被标示为机密或依据信息的性质和特征以及披露的背景，可以合理认定为机密的信息、数据或知识，双方将签订单独的保密协议（NDA）规范各自的保密义务。

Non-solicitation

不招揽

Neither Party shall, during the term of the Agreement and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the services, without such other Party's express prior written consent.

在协议有效期内和终止后的一（1）年内，未经另一方事先书面同意，任何一方不得招揽直接参与本协议项下服务的另一方人员为其雇员、顾问或其他人员。

Riscure Services

安试酷的服务

The services set out in the Agreement can include the testing of the security of (part of) the Clients system(s) or product(s), by performing penetration tests and vulnerability scans by Riscure. These tests can for instance include (i) the use of false signals or false keys to analyse and/or to access to the whole or any part of the computer system or product of Client or (ii) reverse engineering of the product.

本协议规定的服务可包括通过安试酷执行渗透测试和漏洞扫描来测试客户端系统（或部分）的安全性。比如，这些测试可能包括（i）使用错误的信号或错误的密钥来分析和/或访问客户的计算机系统或产品的整个或任何部分，或（ii）产品的反向工程。

The services will be performed by Riscure solely on request of Client and with its explicit permission. Client is responsible for obtaining the necessary consents. The purpose of the services is to check the security of Client's system or product.

安试酷将仅在客户要求并获得其明确许可的情况下提供服务。客户应负责获得必要的同意。服务的目的是检查客户系统或产品的安全性。

Client will not file a criminal complaint or otherwise notify local justice authorities (like the police or the prosecutor's office) to the extent that Riscure performs the services for Client as agreed. Client will indemnify Riscure for any claims from third parties that arise from these services of Riscure.

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安试酷在客户同意的范围内为其提供服务的，客户不会提起刑事诉讼或以其他方式通知当地司法当局（例如公安或检察院）。对于因安试酷的这些服务引起的第三方索赔，客户应赔偿安试酷。

Termination

终止

Parties shall be entitled to terminate the Agreement immediately 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 non-breaching party (30 days' late payment by Client is material breach), in which case, the breaching party shall pay [20]% of full price under the Agreement to the non-breaching party as liquidated damages; or,

The other party is declared bankrupt or is undergoing liquidation procedure 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. The Agreement is terminated upon receipt of written notice of the non-breaching party. Such termination shall not release Client from paying Riscure for Services accepted by Client.

一方有权在以下情况下立即终止本协议：

另一方严重违约并且在收到未违约方的书面违约通知后三十（30）天内（客户延迟付款 30 天属于严重违反）未予纠正的，此时违约方还应向非违约方支付本协议下服务全价的[20]%作为违约金；或者，

另一方被宣告破产、正在进行清算程序或开始与其债权人进行重组谈判，或处于破产状态。

解除本协议的原因仅限于本协议列出的原因。本协议自违约方收到非违约方书面通知后终止。协议终止不免除客户向安试酷支付其已接受的安试酷服务对应的费用。

Liability

责任

Riscure provides the requested services in accordance with industry standards. Riscure's liability under the Agreement is limited to direct economic damages in an amount not to exceed the lesser of (i) the amount Client paid (or was required to pay) during the previous 12 months for the specific project for which the direct damages were caused, or (ii) the amount paid out under Riscure's insurance policy. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, loss of anticipated profit or interruption of business, however caused or on any theory of liability.

安试酷根据行业标准提供所需的服务。安试酷在本协议下的责任仅限于赔偿直接经济损失，且赔偿额不得超过以下两种数额的较小者：（i）客户在过去 12 个月中对造成直接损害的特定项目项下支付（或被要求支付）的总金额或（ii）根据安试酷的保险单支付的金额。无论是由何原因引起的或基于任何责任理论，任何一方在任何情况下均不对间接的、偶然的、特殊的、惩罚性的或间接损害负责，包括使用损失、利润损失、预期利润损失或业务中断。

In addition, and as an exception to the above, in no event shall Riscure be liable for damages resulting from or related to any action at law based on the allegation that the use of services provided by Riscure advising Client how to make Client's services, products, systems or processes more secure (e.g. by advising on countermeasures

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against security attacks), infringes upon any intellectual property right of third parties, including but not limited to any fees (including attorney's fees), expenses, costs, judgments or awards.

另外，除上述情况外，安试酷建议客户，如何使其服务、产品、系统或流程更安全（例如，针对安全攻击提出对策建议）的，如前述建议侵犯了第三方的任何知识产权，安试酷在任何情况下均不对因任何法律诉讼引起的或与之相关的损害负责，包括但不限于任何费用（包括律师费）、费用、判决或裁决。

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 due to Services provided by Riscure under this Agreement which cannot be excluded or limited under mandatory applicable law.

本协议项下的限制不适用于（i）本协议中安试酷为第三方对知识产权侵权的索赔进行辩护并赔偿因此类索赔的任何最终裁决（或安试酷同意的和解）而导致的损害赔偿的义务，或（ii）安试酷因提供本协议下的服务而违反强制性适用法律造成的、不能排除或限制的责任。

Severability

可分割性

In the event any provision, clause, sentence, phrase, or word in these General Services 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, sentence, clause, phrase, or word in any other circumstances.

如本通用服务条款中的任何规定、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，此类无效或不可执行性不影响其余规定、条款、句子、短语或单词的有效性或可执行性和任何条件下的适用。

Entire agreement

整个协议

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

本协议构成双方关于使用安试酷服务的全部协议。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。

Resolving conflicts

解决冲突

Any dispute arising from the Agreement shall be submitted to the Shanghai International Economic and Trade Arbitration Commission (SHIAC) for arbitration. 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.

因本协议引起的任何争议均应提交上海国际经济贸易仲裁委员会（SHIAC）进行仲裁。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。

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Applicable law

适用法律

The Agreement and any dispute connected thereto shall be governed by the laws of People's Republic of China (for purpose of the Agreement, excluding Hong Kong, Macau and Taiwan), without effect to its conflict of laws rules.

本协议及与之相关的任何争议均应受中华人民共和国法律（就本协议而言，不包括香港、澳门和台湾法律）管辖，但不包括法律冲突规则。

Language

语言

This Agreement is written in both English and Chinese, with both versions having equal legal effect. In case any discrepancy arises between the two versions, the English version shall prevail in all instances.

本协议以英文和中文写成，两种文本具有同等法律效力。如果两个版本之间有任何差异，以英文版本为准。

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Signature Page of RISCURE CHINA GENERAL SERVICES CONDITIONS
《安试酷通用服务条款》的签署页

Client hereby declares to have read the RISCURE CHINA GENERAL SERVICES CONDITIONS and accepts all the conditions that are presented to him/her contained herein. Upon signature by Client, this Conditions shall be binding on Client.

客户特此声明已阅读《安试酷通用服务条款》，并接受该文件展示的所有条款条件。一经客户签署，本条款对客户有约束力。

Name of Client/客户名称 _____

Signature of Responsible Person/负责人签字 _____

Date/日期 _____

Please return the signed and stamped document by EMS, email or fax to Riscure.
请通过 EMS 快递、电子邮件或传真将签名用印的文件寄回给安试酷。

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