



Riscure China Inspector General License Conditions – 20200228 安试酷 Inspector 通用许可条款 - 20200228

1 Scope of the Agreement 协议范围

These General License Conditions shall apply to any agreement and all other legal relationships connected with the delivery of Product(s) (as defined below) and/or services regarding Inspector (as defined below) and/or other software. The quotation, these General License Conditions and the Service Contract Conditions, if applicable, 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 by Client shall not apply - not even in addition to these General License Conditions - and any applicability is expressly excluded and rejected unless otherwise expressly agreed in writing.

本通用产品条款适用于针对与 Inspector（定义见下方）相关的产品（定义见下方）和/或服务/或其他软件的交付相关联的任何协议和所有其他法律关系。报价及通用条款和服务合同，若适用，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（上海）有限公司（以下称“安试酷”）达成。除非双方明确书面同意，否则除此通用产品证书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。

2 Payment terms 付款条件

The prices in the Quotation to which these General Product Conditions apply include VAT or any other local taxes that may apply, which shall be borne by Client.

该通用产品条款适用的报价中的价格已包括增值税或任何其他可能适用的地方税。

The payment schedule is specified in the Quotation.

付款时间表会在报价中约定。

3 Acceptance 验收

The products, which include both Software (as defined below), third party software and hardware (hereafter: “Products”), are delivered DAP (as defined in the Incoterms 2010) at appointed address in China by Client unless otherwise agreed in writing. These Products are deemed accepted within two weeks after delivery if Riscure has not received feedback from Client in writing, which shall include a detailed description of the revisions that are desired before acceptance. Client shall not withhold acceptance in the case of a defect that is so minor that it does not impede the intended use of the Products. Also, the acceptance of Products is deemed to have taken place when Client has started using the Products.

除非双方另有书面约定，产品，包括软件（定义见下方）、第三方软件和硬件（以下合称为“产品”），应按照国家贸易术语 DAP（如《国际贸易术语解释通则 2010》所定义）在客户指定的中国境内的地址交付。交付后两周内，客户未就接受之前所需的修订进行详细说明并以书面形式反馈的，视为客户接受产品。如产品的缺陷微小到不妨碍按照预期用途使用产品的，客户不得拒绝接受。另外，客户开始使用产品亦视为接受产品。

4 Ethical use & compliance with laws 道德使用和遵守法律

The Inspector Side Channel Test Platform (“Inspector”) is designed to test if a product meets the security requirements of a manufacturer or issuer of the product. Further, it is designed to support research in the field of side-channel analysis countermeasures. It is not permitted to use Inspector 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.

Inspector 侧信道测试平台 (“Inspector”) 是为了测试制造商或发行商的产品是否符合其安全要求。此外，它也用于支持在侧信道分析防御对策的研究领域。不允许将 Inspector 产品用于任何非法目的。这包括但不限于为了从经济上利用已检测到的漏洞而破坏产品的安全性。

5 Warranty 质保



The software developed by Riscure that is included in Inspector and any other software delivered by Riscure excluding third party software (hereafter: "Software") will perform materially according to the specifications set out in the Agreement. The warranty for Software is limited to the functionality of the Software.

由安试酷开发的 Inspector 软件和安试酷提供的任何其他软件，不包括第三方软件（以下称“软件”），将按协议中规定的规格运行。对软件的保修仅限于针对软件的功能。

The hardware provided by Riscure shall be free from material defects for a period of one (1) year from the original date of purchase, unless a deviating warranty period is agreed upon by the parties in writing. If the Hardware are determined by both parties to be materially defective during the warranty period, your remedy is limited to the repair or replacement of this product. Client's warranty rights with respect to third-party hardware or software shall be limited to those rights that such third party makes available and that it allows Riscure to pass through to Client, if any.

安试酷保证其提供的硬件自最初购买日起一（1）年内免费维修，除非双方另外书面约定保修期。如果双方在保修期内确定产品存在重大缺陷，则您的补救措施仅限于维修或更换该产品。安试酷就第三方产品或软件的质量保证应限于该第三方提供的权利，且该第三方允许安试酷将该权利传递给客户（若有）。

6 Support 支持

6.1 Support with subscription license. The agreement to pay a periodic license fee entitles the Client to receive periodic maintenance, technical support as well as feature updates for the specific software package they are licensing. Such services expire when the license is cancelled by Client or Riscure.

通过订阅许可取得的支持服务。同意支付定期许可费的协议使客户有权获得定期维护、技术支持以及所许可的特定软件包的功能更新。当客户或 Riscure 取消许可，此类服务将失效。

6.2 Support with perpetual license. The agreement to acquire a perpetual license includes three years support from the date of installation, which entitles the Client to maintenance releases of the Software and technical support. Any service conditions agreed in the quotation are an integrated part of the Agreement. The duration of the services is three years. Client or Riscure is entitled not to renew the services component of the contract at the start of a new term.

通过永久许可取得的支持服务。获得永久许可的协议包括自安装之日起的三年服务，使客户有权获得软件和技术支持的维护版本。报价中约定的任何服务条件均为协议的组成部分。服务期限为三年。客户或 Riscure 有权在新的服务期开始时不续签合同的服务部分。

6.3 Shipping costs (packaging, transport, insurance and custom clearance), when applicable, shall be borne by Client.

如存在运输费用（包括包装、运输、保险及海关相关费用）的，应由客户承担。

7 Confidentiality 保密

For the purposes of the Inspector General 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. The source code of the modules that are included in the Software is deemed to be confidential. The Client agrees to hold information on methods, code and other knowledge that already exist in Inspector or the Software in strict confidence and shall use the information only for the purpose of the Agreement. Both parties will take all reasonable measures to ensure safe preservation or storage with respect to the Confidential Information in whatever form, or 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.

为一般许可条件的目的，“保密信息”是指一方（“披露方”）向另一方（“接收方”）披露的所有口头或书面形式的标示为保密的信息或鉴于信息的性质和特征以及公开的情况，可以合理地被认为是秘密信息。软件中包含的模块的源代码被视为保密信息。客户同意，将产品中已有的方法、代码和其他知识相关信息严格保密并且仅将这些信息用于本协议的目的。双方将采取一切合理措施，确保以任何形式或在任何种类的数据介质上安全地保存或存储保密信息。接收方认可，由于披露方保密信息的独特性，任何违反其保密义务的行为都将导致披露方遭受严重损害。

The confidentiality clause does not apply to information which:

本保密条款不适用于以下信息:

- 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.
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, 而且非通过接收方 (或其员工、代理商、顾问或关联公司) 违反本协议的作为或不作为发生;

- Was lawfully in the Receiving Party's possession or known by the Receiving Party prior to receipt from Disclosing Party.

合法地属于接收方所有或在从披露方收到信息之前被接收方知晓;

- 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.

由合法拥有此类信息且没有任何保密义务的第三方合法地向接收方披露;

- Was invented or developed by the Receiving Party.

由接收方发明或开发;

- Is information output originating from the use of Inspector or the Software.

属于在使用 Inspector 或软件过程中产生的信息;

- Is disclosed pursuant to requirement of a court, administrative agency, or other governmental body, provided, however, that except as restricted by law, Receiving Party shall provide prompt notice of such court order or requirement to Disclosing Party to enable Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

根据法院、行政机关或其他政府机构的要求进行披露, 前提是, 除法律限制外, 接受方应将该法院命令或要求迅速通知披露方, 以使披露方能够寻求保护性命令或以其他方式阻止或限制披露。

8 Intellectual property 知识产权

8.1 The intellectual property rights on the Software are owned by Riscure.

软件的知识产权归安试酷所有。

8.2 Subject to the Agreement, Riscure may grant Client either of the following licenses to use the Software, the choice of which is indicated in the quotation:

在遵守该协议的前提下, 安试酷可以授予客户以下软件使用许可之一, 并在报价中指明:

- upon payment in full, Riscure grants Client a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) the Software in the form delivered to client. The perpetual license to the Software that is left to Client at the conclusion of the Agreement is conditioned upon client's compliance with the terms of the Agreement. Client receives a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the source code of the analysis modules within the Software.

在全额付款后, 安试酷授予客户一份非排他的、永久的、已全额支付的许可, 许可使用、复制和修改 (如果适用) 安试酷交付给客户的软件。协议签订后, 客户取得的软件永久许可以客户遵守协议条款为条件。客户获得非排他的、临时的、已全额支付的许可可以使用、复制和修改软件中模块的源代码。

- upon payment of the periodic license fee, that is specified in the quotation, Riscure grants Client a non-exclusive, temporary, subscription license to use, reproduce and modify (if applicable) the Software in the form delivered to Client. Client receives a non-exclusive, temporary, subscription license to use, reproduce and modify the source code of the analysis modules within the Software. At the expiration of the subscription term, the license to the Software, including the license to the source code of the analysis modules within the Software, lapses and Client will permanently remove and delete all copies of the Software or return these to Riscure.



在支付了报价中指定的定期许可费用后，安试酷授予客户一份非专有的临时订购许可，以交付给客户的形式使用、复制和修改（如果适用）该软件。客户获得非排他性的临时订阅许可，以使用、复制和修改本软件中分析模块的源代码。订阅期限到期后，软件许可（包括软件内分析模块的源代码许可）将失效，并且客户端将永久删除和删除软件的所有副本，或将其退还给安试酷。

8.3 Riscure shall indemnify Client against any action at law based on the allegation that the Software 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 defense or settlement. The 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. This obligation to indemnify shall cease to exist if and insofar as the infringement concerned relates to (i) any modifications which Client has made in the Products, equipment or materials or caused to be made therein by third parties, (ii) non-Riscure software; (iii) Client's combination of the Software with (or damages based on the value of) a non-Riscure product, data, or business process; (iv) the use or redistribution of the Software in violation of this Agreement; (v) Client's continued use of the Software after being notified to stop due to a third party claim; or (vi) Products or fixes provided free of charge.

如有人诉称软件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，前提是客户应立即书面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。以下几种情形下，安试酷不再承担上述免责声明：（i）侵权涉及客户对软件的任何修改或客户指示第三方进行的任何修改；（ii）侵权涉及非安试酷的软件；（iii）客户将软件与非安试酷产品、数据或业务流程组合在一起或基于非安试酷产品、数据或业务流程产生的损失；（iv）客户违反本协议使用或分销软件；（v）由于第三方索赔而被告知停止使用后，客户仍继续使用软件；或（vi）侵权涉及安试酷免费提供给客户的软件或修复。

9 Use restricted to Client 仅限客户使用

The license cannot be carried over to a third party. The Software shall only be used by the Client's employees. Any renting, leasing, lending, hosting or reproducing of the Software is prohibited.

上述许可证书不可转让给第三方。该软件只能由客户的员工使用。禁止对软件进行任何出租、租赁、出借、托管或复制。

10 Access controls in environment 环境中的访问控制

An Inspector workstation must be located in a room or office building to which access is limited to authorised personnel. Further, access to the workstation shall be limited to authorised technical personnel only. The Client is responsible for putting in place adequate security controls to prevent the Software from being accessed via a network connection by an unauthorised individual.

Inspector 工作站必须位于仅允许授权人员访问的房间或办公楼中。只有授权人员才能访问使用 Inspector 的工作站。客户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。

11 Export 出口

Client 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.

客户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，例如但不限于瓦森纳协议以及美国和其他与安试酷产品、服务和技术相关的政府的最终用户、最终用途和目的地限制。

12 Termination 终止

Parties shall, in any event, be entitled to immediately rescind the Agreement in the event that: 一方有权在以下情况下立即终止本协议：

- 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.

安试酷信息科技有限公司（上海）有限公司 Riscure(Shanghai) Co., Ltd.

上海市长乐路 989 号 20 层 F20, No.989, Changle Lu, Xuhui, Shanghai, 200031, China

电话/Phone: +86 21 5117 5435 电邮/ E-mail: inforen@riscure.com 网址/Web: www.riscure.com

- 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；
- 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.
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。

Termination of the Agreement is solely possible as specified in the Agreement. The Agreement is terminated upon receipt of written notice of the other party. Such termination shall not release Client from paying Riscure for Products actually accepted by Client.

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产品对应的费用。

13 Liability 责任

Riscure delivers Inspector and/or the Software to the best of its abilities and is not responsible for any consequences of misuse of the tool and any mistakes in the platform. Inspector and/or the Software is not intended to generate evidence on the basis of results of automated tests. The Client is responsible for the correct interpretation of reports.

安试酷会在能力范围内提供 Inspector 及/或产品，对于因客户滥用产品和使用平台中的任何错误造成的后果不承担任何责任。Inspector 及/或产品并非旨在基于自动测试的结果来产生证据。客户负责正确解释报告。

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。

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.

本协议项下的责任限制不适用于（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）因安试酷高级管理层的重大过失或故意错误行为导致的损害赔偿义务，或（iii）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。

14 Applicable law 适用法律

The Agreement and any dispute connected thereto shall be governed by the laws of the People's Republic of China (for the purpose of this Agreement, excluding Hong Kong, Macau and Taiwan), 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.

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。双方同意，《联合国国际货物销售合同公约》不适用于该协议。

15 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。

16 Severability 可分割性



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

如本通用许可条款中的任何规定、条款、句子、短语或单词或其在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。任何无效、非法或不可执行的此类规定，应在适用法律允许的范围内，用类似含义的规定代替，以反映该规定的初衷。

17 Entire agreement 整个协议

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.

本协议构成双方关于使用安试酷产品的全部协议。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。

18 Language 语言

This Agreement is written in both English and Chinese, with both versions having equal legal effect and compensating each other at interpretation. In case of discrepancies between the two versions, the English version shall prevail.

本协议以英文和中文写成，两种文本具有同等法律效力，并在解释时互相补充。两个版本之间有差异的，以英文为准。



Signature Page of Riscure China Inspector General License Conditions

《安试酷 Inspector 通用许可条款》的签署页

Client hereby declares to have read the 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本《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。