Terms and Conditions for MODEL-SIMULATOR
模型模拟器之条款和条件

These Terms and Conditions apply to the use by Customer of the ETAS MODEL-SIMULATOR on the basis of software as a service (SaaS) provided by ETAS (Shanghai) Co., Ltd., 333 Fuquan Road North, Shanghai 200335, China (hereinafter: "**Provider**", Customer and Provider hereinafter referred to as "**Parties**").

本条款和条件适用于客户使用由易特驰汽车技术（上海） 有限公司提供的基于软件的易特驰模型模拟器。易特驰汽车技术（上海）有限公司位于中国上海市长宁区福泉北路 333 号，邮编 200335，以下简称为"**提供商**"，客户和提供商以下合称为"**双方**"。

1. Definitions

1. 定义

1.1. "**Account**" means the authorization to access controlled-access Applications of the Provider.

1.1 "**账号**"是指访问提供商的受控访问应用程序的权限。

1.2. "**Application**" means the respective software application provided by the Provider under a Contract.

1.2 "**应用程序**"是指提供商根据合同提供的相应的软件应用程序。

1.3. "**Contract**" means the agreement between the Provider and Customer regarding the provision of the Application (e.g. an offer, an order form).

1.3 "**合同**"是指提供商与客户就提供应用程序所达成的协议（例如报价、订单）。

1.4. "**Customer Data**" means all data, information, content or material submitted by Customer or on behalf of Customer in connection with use of the Service, storage space and/or the Account or manually generated by the Customer with the Application. Customer Data also includes access and registration data.

1.4 "**客户数据**"是指客户或客户授权代表提交的与服务、存储空间和/或账号相关的，或客户通过使用应用程序人工生成的所有数据、信息、内容或材料。客户数据也包括访问数据和注册数据。

1.5. "**Service Description**" means a description of the technical functionalities of the respective Application.

1.5 "**服务说明**"是指各**应用程序**的技术功能的说明。

1.6. "**Reference Simulation Hour**" means the time-based unit of the Simulation Service usage time, whereby the reference is defined as the use of a worker node instance as defined in the quotation for a usage time of one hour. The use of the simulation function contained in the application consumes the agreed quota of reference simulation hours.

1.6 "**参考模拟小时**"是指模拟服务使用时间的计时单位，其中参考的定义为一个工人节点实例的使用，见报价中对一小时使用时间的定义。使用应用程序中的模拟功能需消耗约定的额定参考模拟小时数。

2. Scope of Application

2. 应用范围

2.1. Provider provides the Application to Customer solely on the basis of these Terms and Conditions and the applicable attachments as referenced herein, which are part of the Contract.

2.1 提供商仅根据本文所提及之条款和条件及适用附件向客户提供应用程序。本条款和条件及适用附件构成合同的一部分。

2.2. Terms and conditions of Customer or of third parties will not apply even if Provider does not specifically object to

the application of such terms and conditions. Even where Provider refers to a letter containing or referring to Customer's or a third party's business terms and conditions, this does not constitute agreement to the application of such business terms and conditions.

2.2 客户或第三方的条款和条件不适用，即使提供商没有特别反对该条款和条件的适用。即使提供商提及包括或指向客户或第三方的商业条款和条件的信函，也不构成提供商对适用该商业条款和条件的同意。

2.3. Individual agreements executed between the Parties on a case -by -case basis in written form (including ancillary agreements, supplements and amendments) will in any event take precedence over these Terms and Conditions.

2.3 在任何情况下，双方根据具体情况以书面形式（包括附属**协议**、补充协议和修订协议）签署的个别协议将优先于本条款和条件。

3. Subject Matter

3. 标的

3.1. The subject matter of these Terms and Conditions is the provision of the Application via remote access for use by Customer,the necessary server infrastructures well as the granting or procurement of usage rights regarding the Application by Provider in return for payment as agreed by the Parties. The Application is described in more detail in the user manual which is referenced in the quotation

3.1 本条款和条件的标的是通过远程访问提供应用程序供客户使用，提供必要的服务器基础设施，以及在客户按双方约定付款的情况下提供商授予或促成客户获得应用程序的使用权。关于应用程序的详细信息，请参阅报价单中所提及的用户手册。

3.2. The implementation of an interface integration with Customer's existing system landscape is outside the scope of these Terms and Conditions.

3.2 实现与客户现有系统规划的界面整合不在本条款和条件的范围内。

3.3. Provider has the right to have the

services performed by third parties (including affiliates of Provider) as subcontractors.

3.3. 提供商有权让第三方（包括提供商的关联方）作为分包商提供服务。

4. Provision of Application and Server Infrastructure

4. 提供应用程序和服务器基础设施

4.1. Provider shall make available the current version of the Application for use in accordance with the provisions of these Terms and Conditions on a server infrastructure provided by Provider or its subcontractors (hereinafter referred to as "Server") from the time agreed in the Contract.

4.1 提供商应从合同约定时间起，根据本条款和条件的规定，在提供商或其分包商提供的服务器基础设施（以下简称为"**服务器**"）上提供当前版本的应用程序，以供使用。

4.2. The use of the application requires the creation of a simulation model with the ETAS software COSYM (Version COSYM 2.3 Hotfix 2), which must be licensed separately. The simulation model must also be brought into a suitable structure, which is described in the user manual. The Customer is responsible for the correctness of the simulation model and must ensure this in the ETAS software COSYM before the application is used.

4.2 使用该应用程序需要使用 ETAS 软件 COSYM（版本 COSYM 2.3 Hotfix 2）创建一个仿真模型，该仿真模型必须另外获得许可。仿真模型还必须放入合适的结构中，该结构在用户手册中进行了描述。客户应对仿真模型的正确性负责，并且必须在使用该应用程序之前在易特驰软件 COSYM 中确保这一点。

4.3. The application includes a function for generating reports, see section 5.6. To change the report configurations described in section 5.6. the Customer requires a PC-based software "ETAS EATB", version 4.1.0 or higher, which must be licensed separately.

4.3 该应用程序具有生成报告的功能，请参见第 5.6 节。要更改第 5.6 节中描述的报告配置，客户需要使用基于电脑运行的软件"ETAS EATB"（版本 4.1.0 或更高版本），该软件必须另外获得许可。

4.4. Access to the Application by Customer shall be browser-based via the Internet.

4.4 客户应通过互联网基于浏览器访问应用程序。

4.5. For the use of the application, the Provider will provide the registration link to an administrator designated by the Customer. Only this administrator is entitled to apply for user accounts via the Support, see clause 6.

4.5 对于应用程序的使用，提供商将向客户指定的管理员提供注册链接。只有该管理员有权通过"技术支持"申请用户帐号，见第 6 条。

4.6. If an Account is required to obtain access to and to use the Application, the Provider shall make this Account available to Customer after Customer agrees to these Terms and Conditions. Multi-factor authentication via mobile phone is required to use the user account. The Account and the access credentials are not transferable. Customer is liable for all actions performed under Customer's Account.

4.6 4.4 如果需要账号才能访问和使用应用程序，提供商应在客户同意本条款和条件后，向客户提供账号。要使用用户账号，需要通过手机进行多因素身份验证。账号和访问凭证不可转让。客户应对在其账号下执行的所有操作负责。

4.7. Customer shall keep all passwords confidential. Provider is not responsible for the consequences of misuse of user passwords.

4.7 客户应对所有密码保密。提供商无须对客户密码滥用造成的后果负责。

Provider shall make storage space available on Provider's Server to the extent that this is required for the intended use of the Application. Further details on the scope of services can be found in the Quotation.

提供商应确保提供商的服务器上有应用程序预期用途所需的可用存储空间。关于服务范围的更多详细信息，请参阅报价单。

4.8. The size of this storage space is defined in the main contract. The Customer himself is responsible for compliance with the storage limitation. For this purpose, suitable deletion functions are made available via the application. The Provider will inform the Customer (administrator) by e-mail as soon as the storage space actually used approaches the contractually agreed storage space. The information will only be provided during the business hours defined in section 6 "Support". Should the Customer exceed the agreed storage space, the additional storage space will be charged to the Customer. The costs for the additional storage space are defined by the main contract. Customer Data shall be stored and be regularly backed-up by Provider throughout the duration of the contractual relationship. Customer shall be solely responsible for compliance with retention periods required of Customer under commercial and tax law .

4.8 主合同中定义了存储空间的大小。客户自行负责遵守该存储限制。为此，可以通过应用程序使用有关删除功能。一旦实际使用的存储空间接近合同约定的存储空间，则提供商将通过电子邮件通知客户（管理员）。该通知只能在第 6 节"技术支持"中定义的工作时间内提供。如果客户超出了约定的存储空间，则提供商将就额外的存储空间向客户收取费用。 额外存储空间的费用由主合同确定。在整个合同关系期间，提供商应定期存储和备份客户数据。客户应全权负责遵守商业和税务法律所规定的数据保管期限。

4.9. The Provider shall provide the Customer with a contingent of reference simulation hours as defined in the offer. The use of the simulation function is only possible for the Customer if there is a sufficient contingent of reference simulation hours available. If the quota of reference simulation hours is used up, further simulations are not possible for the Customer. In the event that simulations are carried out by the Customer and the

quota is used up during the simulation period, the simulations are aborted by the application and the simulation results generated up to that point are saved. The Provider will inform the Customer (administrator) by e-mail as soon as the reference simulation hours are almost exhausted. This information will only be provided during the business hours defined in section 6 "Support".

4.9 提供商应向客户提供报价中定义的参考模拟小时。只有在有足够的参考模拟小时可用的情况下，客户才能使用模拟功能。如果参考模拟小时的配额用完，则客户无法进行进一步的模拟。如果客户进行了模拟并且在模拟时间配额已用完，则应用程序将中止模拟，并保存到此时为止生成的模拟结果。参考模拟时间即将用完时，提供商将通过电子邮件通知客户（管理员）。该通知只能在第 6 节"技术支持"中定义的工作时间内提供。

5. Technical Availability of the Application

5. 应用程序的技术可用性

5.1. Provider owes exclusively the availability of the Application at the Internet hubs of Provider's data center.

5.1 提供商应专门提供在提供商数据中心互联网中心上具有可用性的应用程序。

5.2. Provider is not responsible for non availability of the Application on account of: (i) planned maintenance work (e.g. for updates and upgrades), (ii) other planned interruptions in operations, (iii) unplanned maintenance work for good cause or for other reasons for which Provider is not responsible, such as malfunctions in the field of the provision, operation and support of the Customer's communications connection (communications sections outside Provider's data center), in particular due to a failure in Customer's Internet connection.

5.2 对于因下述原因导致应用程序不可用的情况，提供商无须承担责任：（1）计划维护工作（如更新和升级），（2）运行中的其他计划内中断，（3）因正当理由或提供商无须承担责任的其他原因而开展的计划外维护工作，如应用程序出现故障，

无法为客户提供、操作或支持通信连接（提供商数据中心以外的通信），特别是客户发生互联网连接故障的情况。

5.3. The defined availability, which is set out in Appendix 1 to this document, applies. The Provider is not responsible for the period of non-availability of the application (downtime). This also includes the loss of data of simulations already started in connection with the downtime. The Provider is not liable for the recovery of data lost due to the downtime. The Downtime, inter alia, includes the following cases:

5.3 在本文档附件 1 中列出的可用性定义适用。提供商对应用程序的不可用时间（停机时间）概不负责，还包括与停机造成的已经开始的模拟工作的数据丢失。提供商也不负责恢复因停机而丢失的数据。停机主要包括以下情况：

(1) Failure of a software service (e.g. simulation service, data service and reporting service)

（1） 软件服务（例如模拟服务、数据服务和报告服务）发生故障

(2) Failure due to unavailable cloud infrastructure

（2） 由于云基础架构不可用而导致的故障

(3) Error in case of overflow of the so-called network share storage of the cloud infrastructure

（3）超出云基础架构的所谓网络共享存储容量时发生错误

5.4. The availability of the functionalities of the Application described in the user manual presuppose that the system requirements also regulated therein have been complied with by Customer. Customer shall be solely responsible for compliance with the system requirements. The provision of Section 0 shall apply accordingly to changes to the system requirements and to changes to the technical system of Provider.

5.4 提供商对用户手册中所描述的应用程序的功能的可用性负责，前提是客户遵守了其中规定的系统要求。客户应全权负责遵守系统要求。第 15 节的规定相应地适用于

系统要求的变更和提供商技术系统的变更。

5.5. Provider is only responsible for the proper functioning of Provider's systems up to the Internet hubs of Provider's data center.

5.5 提供商仅负责提供商系统到提供商数据中心的互联网集线器的正常运行。

5.6. The application includes a function for generating reports. The configuration of these reports stored in the application cannot be changed directly by the Customer.If an adaptation of the report configuration is necessary, Customer can create configuration files with the ETAS Software EATB Version 4.1.0., which must be licensed separately, and transfer them to the support center of the Provider by e-mail via the administrator of the Customer. The support center of the Provider will inform the Customer (administrator) as soon as the implementation of the configuration files is done. Further details are defined in Annex 1. Customer is responsible for the correctness of the new configuration files.

5.6 该应用程序具有生成报告的功能。这些报告的配置存储在应用程序中，客户无法直接更改。如果需要对报告配置进行修改，则客户可以使用易特驰软件 EATB（4.1.0 版）创建配置文件，该软件必须另行获得许可，并且由客户管理员通过电子邮件将这些配置文件转发到提供商的支持中心。配置文件实施完成后，提供商的支持中心将通知客户（管理员）。附件 1 中介绍了更多详细信息。客户应对新配置文件的正确性负责。

6. Support

6. 技术支持

6.1. Provider shall provide a First Point of Contact (FPoC) for Customer via a support center for all incidents arising in the context of the Application provided. The Customer shall inform the Provider about incidents by e-mail. Support is provided during Provider's normal business hours which the Customer can find on the ETAS website in the Internet under Service and Support at https://www.etas.com/de/support/support_hotlines.php. Within the scope of support, a ticket is created and classified by Provider for each incident report. Customer will provide Provider with all information necessary for troubleshooting.

6.1 提供商应通过支持中心为客户提供第一联系点（FPoC），以处理在应用程序上下文中发生的所有事件。客户应通过电子邮件将事件告知提供商。提供商将在其正常营业时间提供技术支持，客户可上网登陆 ETAS 网站，点击右侧导航栏"服务和技术支持"，了解提供商将会提供哪些技术支持，网址为 https://www.etas.com/de/support/support_hotlines.php。在技术支持范围内，提供商将为每个事件报告创建事件单并对此进行分类。客户将为提供商提供排除故障所需的所有信息。

6.2. The support will be only provided in English.

6.2 该技术支持将仅以英语提供。

6.3. The reporter of the error shall be advised of the status at regular intervals. If, however, the qualification of the incident ticket by Provider shows that the cause of the incident lies in a service or performance by Customer pursuant to Section 0 or has other reasons for which Provider is not responsible, then the incident ticket will be closed and Customer informed that he is responsible for resolving the problem on his own account.

6.3 定期将运行状态告知错误报告人。但是，如果提供商确定的事件单定性结果显示，事件的发生是因客户根据第 13 节开展的服务或性能或因提供商无须承担责任的其他原因而导致的，则提供商将关闭事件单系统，并通知客户自行解决发生的问题。

6.4. The Provider is entitled to interrupt the provision of the Application for maintenance work. The Provider will plan maintenance work in such a way that the use of the Application by the Customer is impaired as little as possible.

6.4 提供商有权中断提供应用系统维护。提供商将规划维护工作，尽可能减少对客户使

用应用程序的影响。

7. Other services by Provider

7. 提供商提供的其他服务

7.1. During the term of the Contract, Provider shall provide Customer with a documentation for the Application (user manual) in the current version in electronic form in the Application.

7.1 在合同有效期内，提供商应在应用程序中以电子形式向客户提供当前版本的应用程序文档（用户手册）。

7.2. A separate agreement in writing is required for additional services by Provider, in particular integration services (for Customer systems and/or for plant / technical units) and consulting services. Customer has no entitlement to performance of such services.

7.2 如客户要求提供商提供附加服务，尤其是整合服务（针对客户系统和/或工厂，技术单位）以及咨询服务，则须另行签署协议。在本条款和条件项下，客户无权要求提供方提供以上服务。

8. Usage Rights

8. 使用权

8.1. Provider grants to Customer a non-exclusive, non-sub-licensable and non-transferable right to use the Application in the context of the functionalities and the intended use of the Application in accordance with the user manual for the term of the contractual relationship.

8.1 在合同关系的有效期内，提供商授予客户一项非独占性的、不可再许可、不可转让的，根据用户手册定义的功能和预期用途使用应用程序的权利。

8.2. The open source software („OSS") components including the applicable OSS license terms used in Provider's Application shall be illustrated in the user manual or in the Application itself, if and to the extent the provision as SaaS expressly requires the fulfilment of OSS-specific license obligations.

8.2 如果提供 SaaS 明确要求履行开源软件（"OSS"）特定许可义务，且仅在其要求的范围内，将在用户手册或应用程序中，

说明提供商应用程序中使用的 OSS 部件及适用的 OSS 许可条款。

8.3. Provider makes the Application available as SaaS (Software as a Service) per remote access. It shall not be made available to Customer for Customer's own permanent storage nor does Customer have the right to make it available itself or to use it in a data center environment.

8.3 提供商为通过远程访问方式提供 SaaS（软件即访问）形式的应用程序。客户不得永久保存应用程序，也无权自行使该应用程序可供使用或无权在数据中心环境中使用该应用程序。

8.4. If, during the term of the Contract, Provider makes new versions, updates, upgrades, modifications or extensions of the Application available or carries out other changes with respect to the Application, the provisions of Section 0 shall also apply thereto, even if the modifications or extensions were ordered by Customer and paid for separately.

8.4 如果合同有效期内，提供商提供应用程序的新版本、更新版、升级版、修正版或扩展版，或对应用程序进行其他更改，则第 8 节的规定同样适用，即使修正版或扩展版由客户订购或单独付费。

8.5. Customer shall not have any rights not explicitly granted to Customer under these Terms and Conditions. In particular, Customer has no right to:

8.5 客户无权享有未在本条款和条件项下明确授予的权利，尤其是：

8.6. use the Application and/or the Account beyond the scope of use agreed in these Terms and Conditions or to permit third parties to use it;

8.6 客户无权超出本条款和条件约定的使用范围使用应用程序和/或账号，或无权允许第三方使用应用程序和/或账号；

8.7. subject to Section 8.1, make the Application and/or the Account available to third parties; or

8.7 除非第 8.1 节中另有规定，否则客户无权向第三方提供应用程序和/或账号；

8.8. duplicate the Application and/or the Account or to provide it for use for a limited period of time, in particular not to lease it or loan it.

8.8 客户无权复制应用程序和/账号，或向其他方提供应用程序和/账号供其在有限时间内使用，尤其不得将应用程序和/账号出租或出借。

8.9. Customer is obliged to ensure that the provisions of these Terms and Conditions are complied with.

8.9 客户有义务确保本条款和条件的规定得到遵守。

8.10. If Customer breaches the provisions of Section 0, Provider may, after giving Customer advance notification in writing, block Customer's access to the Application if the violation can be rectified by such blocking. The block shall be removed as soon as the reason for the blocking ceases to exist. If Customer continues to violate the provisions of Section 0 or does so repeatedly despite a respective warning in writing from Provider, Provider is entitled to terminate the contractual relationship for cause without notice unless Customer was not responsible for such breach. Provider's right to claim damages shall remain unaffected.

8.10 如果客户违反第 8 节的规定，提供商在向客户发出书面通知后，可禁止客户访问应用程序，前提是禁止客户访问可以纠正违规行为。一旦客户纠正了违规行为，提供商应立即恢复客户访问应用程序的权限。如果客户继续违反第 8 节的规定或不顾提供商发出的相应书面警告而一再违反，则提供商有权在没有通知的情况下终止合同关系，除非对该等违约行为没有责任。提供商要求损害赔偿的权利不受影响。

9. Intellectual Property

9. 知识产权

Except for Customer Data, all content of the Application, such as text, graphics, logos, button icons, images and audio clips, is the property of Provider or his licensors, and is protected by copyright or by other intellectual property rights.

除客户数据外，应用程序的所有内容如文本、图形、标识、按钮图标、图像和音频剪辑，均属于提供商或其许可方的财产，并受著作权或其他知识产权的保护。

10. Customer Data

10. 客户数据

10.1. The processing of personal data within the scope of the use of the application by the Customer is not permitted. This does not apply for the access data.

10.1 客户不得在应用程序的使用范围内处理个人数据。但这不适用于访问数据。

10.2. Customer hereby grants to Provider the right to use, for the purpose of executing the Contract, the Customer Data filed in the server infrastructure for use of the Application, in particular the right to reproduce such Customer Data for this purpose (e.g. for data back-up), to disclose it to third parties, to modify it and to provide such Customer Data for the purpose of accessing it.

10.2 客户特此授予提供商因执行本合同所需而使用应用程序服务器基础设施中归档的客户数据的权利，尤其是为此复制客户数据（例如：为了数据备份）、向第三方披露客户数据、修改客户数据和提供客户数据以供访问的权利。

10.3. Customer warrants that

10.3 客户做出了如下保证：

a) he and/or his licensors hold all rights to the Customer Data required for the granting of rights under these Terms and Conditions;

a) 客户和/或其许可方拥有在本条款和条件项下向提供商授予客户数据权利所须的所有权利。

b) the Customer Data does not violate these Terms and Conditions or applicable laws and does not infringe the intellectual property of a third party.

b) 客户数据不违反本条款和条件或适用法律，也不侵犯任何第三方的知识产权。

10.4. The Customer is responsible for the security of Customer Data. Unless otherwise agreed in the Contract, Customer is obligated to regularly back

up his Customer Data. Each data back-up by Customer shall be performed so that the recovery of the Customer Data is possible at all times.

10.4 客户需对客户数据的安全性负责。除非合同另有约定，否则客户有义务定期备份客户数据。客户应备份每个客户数据，以确保随时可以恢复客户数据。

10.5. Provider is entitled to immediately block Customer's use of the Application and the storage space if there is justified suspicion that the stored Customer Data is unlawful and/or infringes third-party rights. There is a justified suspicion of unlawfulness and/or of an infringement of rights in particular when courts, authorities and/or other third parties notify Provider thereof. Provider shall then notify Customer of the block, stating the reason for the block. The block shall be removed as soon as the suspicion has been refuted.

10.5 如果有正当理由怀疑存储的客户数据是非法的和/或侵犯第三方权利的，提供商有权立即禁止客户使用应用程序和存储空间。特别是在法院、主管机构和/或其他第三方通知提供商时相关情况时，提供商有正当理由怀疑客户数据是非法的和/或侵犯第三方权利的。提供商应通知客户禁止访问应用程序并说明理由。一旦解除了嫌疑，提供商应立即恢复客户访问应用程序的权限。

11. Defect Claims

11. 针对缺陷提出索赔

11.1. Following a respective defect notification by Customer, defects in the Application including the documentation shall be dealt with by Provider. The same shall apply with regard to other disruptions of the Application's usability for which Provider is responsible. Any potential damage claims based on defective performance for which the Provider is responsible shall be governed by Section 0 of these Terms and Conditions.

11.1 在客户发出缺陷通知后，提供商应处理应用程序（包括文档）中的缺陷。如果发生应用程序可用性中断的情况，且提供商应对此承担责任，则提供商也应予以相应的

处理。条款和条件第 17 节的规定适用于针对提供商应承担责任的缺陷性能而提起的任何潜在损害索赔。

11.2. If the Application is provided free of charge, Provider does not assume any warranty for material defects and/or defects of title, except in cases in which the Provider fraudulently concealed the respective material defect and/or defect of title.

11.2 如果应用程序是免费提供的，提供商不会对任何重大缺陷和/或权利瑕疵承担任何担保责任，提供商欺诈隐瞒重大缺陷和/或权利瑕疵的情况除外。

12. Remuneration, Tax, Price Change

12. 服务报酬、税费、价格变动

12.1. The amount of remuneration is specified in the Quotation. The remuneration consists of the following components:

12.1 报价单上注明了服务报酬金额。报酬由以下部分组成：

a) Basis access, which will be invoiced immediately after the conclusion of the contract but for a maximum period of 12 months. If the contract period is longer than 12 months, the basic access for the following period will be invoiced in advance for a further 12 months;

a) 基础访问费用，将在合同签订后立即开具发票，但最长为 12 个月。如果合同期限超过 12 个月，则接下来的 12 个月的基础访问期限将提前开具发票；

b) Simulation hours, which were actually used from the contingent of reference simulation hours and which will be invoiced at the end of every calendar month;

b) 模拟小时数的费用，根据实际使用的参考模拟小时数计费，并将在每个日历月末开具发票；

c) Costs for the additional storage space according to section 4.6, which will be invoiced at the end of every calendar month.

c) 根据第 4.6 节的规定，额外存储空间的费用将在每个日历月末开具发票。

12.2. The simulation hours used by the Customer will be subtracted as full hours from the contingent of reference simulation hours. Each simulation hour that is started is thus rounded up to a full hour when scheduling the simulation. For the performance of the simulation is it is necessary to boot and to shut down dynamically the above mentioned Windows instances. This process takes 27 minutes (infrastructure time), time which will be taken into account, i.e., invoiced to Customer as reference simulation hours.

12.2 客户使用的模拟小时数将作为完整小时数从参考模拟小时数中减去。因此，在制定模拟时间表时，每个开始的模拟小时都会算作一个完整的小时。为了执行模拟，需要不断启动和关闭上述 Windows 实例。此过程将花费 27 分钟（基础架构时间），该时间将被考虑在内，即作为参考模拟小时向客户开具发票。

Example 1: 10 simulation hours will be started. Each of them takes 30 minutes. This means that 10 reference simulation hours will be used. Calculation method: 30 minutes simulation time + 27 minutes infrastructure time = 57 minutes, rounded up to 1 hour. 10 simulations of one hour are 10 reference simulation hours.

例 1：将开始进行 10 次模拟。每次模拟需要 30 分钟。这意味着将使用 10 个参考模拟小时。计算方法：30 分钟的模拟时间+ 27 分钟的基础架构时间= 57 分钟，算作 1 小时。10 次时长一小时的模拟需要 10 个参考模拟小时。

Example 2: 10 simulation hours will be started. Each of them takes 50 minutes. This means that 20 reference simulation hours will be used. Calculation method: 50 minutes simulation time + 27 minutes infrastructure time = 77 minutes, rounded up to 2 hours. 10 simulations of two hours eachare 20 reference simulation hours.

例 2：将开始进行 10 次模拟。每次模拟需要 50 分钟。这意味着将使用 20 个参考

模拟小时。计算方法：50 分钟的模拟时间+ 27 分钟的基础架构时间= 77 分钟，算作 2 小时。10 次时长两小时的模拟需要 20 个参考模拟小时。

12.3. All prices are in RMB plus Value Added Tax or any other tax of a similar nature in the applicable jurisdiction at the applicable amount levied in accordance with statutory law.

12.3 所有价格均以人民币计费，包含了增值税或适用司法管辖区内规定征收的任何其他性质的税费，该等税费均按照法律规定征收适当金额。

12.4. Unless otherwise agreed, all invoices from Provider must be paid without any deductions to a bank account specified by Provider within 30 days of the receipt and due date of an invoice.

12.4 除非另有约定，否则客户应在收到发票后三十日内，且在发票到期付款日内向提供商指定的银行账号支付提供商开具的所有发票上的金额，不得扣除任何费用。

12.5. For other services not covered by the remuneration agreed in the Quotation, the Customer has to request a separate quotation.

12.5 对于报价单中约定的服务报酬以外的其他服务，客户必须让提供商另外报价。

12.6. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under the Contract.

12.6 根据适用法律的规定，各方都应负责确认并支付因本合同项下的交易和付款而强制征收的所有税费和其他政府收费（以及任何罚款利息和其他附加费用）。

12.7. All payments made by the Customer to the Provider under the Contract will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such

additional amounts as are necessary so that the net amount received by Provider is equal to the amount then due and payable under the Contract. Provider will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under the Contract.

12.7 客户根据本合同向提供商支付的所有款项不得做扣除或预扣税款。如果任何款项需要扣除或预扣税款（包括但不限于跨境预扣税），客户需支付必要的额外金额，也就是说提供商收到的金额为当时根据合同到期应付的金额。提供商应按照客户的合理要求向客户提供税单，以减少或取消本合同项下支付款项的任何预扣或扣除税款的金额。

12.8. For the first time after the expiry of a 12-month period from the conclusion of the Contract, Provider is entitled to increase the contractual remuneration by giving three months' prior written notice to the end of the term of the contract, however such increase may not exceed Provider's general list prices valid at the time of the effect of the price increase. Further increases of remuneration items so adjusted, may only be demanded after the expiry of a 12-month period since the last price adjustment. In the event of an adjustment of the remuneration, Customer may terminate the contractual relationship within a period of six weeks to take effect on the effective date of the adjustment of remuneration, provided that the increase exceeds 10% of the last applicable prices.

12.8 自合同签订之日起 12 个月后，提供商有权在合同有效期结束前提前三个月向客户发出书面通知，要求提高合同服务报酬，但增加的服务报酬金额不得超过提价生效时提供商一般价目表上的定价。自上次调价期满 12 个月后，可进一步要求调整服务报仇。如果服务报酬发生调整，且增幅超过上次适用价格的 10%，则客户可在服务报酬调整生效日起 6 周内终止合同关系。

13. **Duties and Obligations of Customer**

13. 客户的责任和义务

13.1. Customer shall perform all cooperation duties required from Customer for the execution of the contractual relationship. In particular, Customer is obliged to:

13.1 客户应履行执行合同关系要求的所有合作职责。尤其须履行下述义务：

a) to keep usage and access authorizations assigned to Customer secret, to protect them against access by third parties and not to disclose them to unauthorized users. These data shall be protected by suitable and effective measures. Customer shall notify Provider without undue delay in case of any suspicion that unauthorized persons might have obtained knowledge of access data and/or passwords;

a) 对分配给客户的使用和访问授权予以保密，禁止任何第三方访问，不向任何未经授权的用户披露。客户应采取适当有效的措施保护这些数据。如果怀疑未经授权的人员可能获取了与访问数据和/或密码有关的信息，客户应立即通知提供商；

b) create the system requirements described in the user manual ;

b) 创建用户手册中所述的系统需求；

c) comply with the restrictions/obligations with regard to the rights of use under Section0 and to prosecute any violations of these obligations effectively and with the objective of preventing future violations;

c) 遵守第 8 节项下与使用权有关的限制/义务，以预防未来发生违法行为为目的，有效起诉任何违反这些义务的行为；

d) obtain the necessary consent from affected persons to the extent personal data are collected, processed or used within the Application and no statutory or other permission applies;

d) 如果要在应用程序范围内收集、处

理或使用个人信息，在任何法定权限或其他权限均不适用的情况下，须取得相关个人的必要同意；

e) check data and information for viruses and other malware prior to sending data and information to Provider and to implement anti-virus programs in accordance with the state of the art; and

e) 在向提供商发送数据和信息之前检查数据和信息中是否存在病毒和其他恶意软件，根据届时的技术水平实施杀毒程序；

f) notify Provider of defects in contractual performances by email immediately (no later than on the following working day) after obtaining knowledge thereof.

f) 倘若发现合同履约存在不足，则应立即（不迟于第二个工作日）向提供商发送电子邮件告知相关情况。

13.2. Customer is not authorized:

13.2 客户未获得下述授权：

a) to obtain access to non-public areas of the Application or to the technical systems on which the Application is based;

a) 获取访问应用程序非公共区域或作为应用程序的基础的技术系统（的权限；

b) to utilize robots, spiders, scrapers or other similar data collection or extraction tools, to utilize programs, algorithms or methods to search, access, acquire, copy, or monitor the Application outside of the documented API endpoints;

b) 利用机器人、爬虫或其他类似的数据收集或提取工具，利用程序、算法或方法在备有证明文件的 API 端点之外搜索、访问、获取、复制或监控应用程序；

c) to knowingly send Customer Data with viruses, worms, Trojans or other infected or harmful components, or to otherwise interfere in the proper functioning of the Application;

c) 故意发送带病毒、蠕虫病毒、木马或其他受感染组件或有害组件的客户数据，或以其他方式干扰应用程序的正常运行；

d) to test, scan, or examine the vulnerability of the Application, or

d) 测试、扫描或检查应用程序的漏洞；

e) to intentionally utilize devices, software or routines which have a disruptive effect on the applications, functions or usability of the Application or willfully destroy other data, systems or communications, generate excessive load, or harmfully interfere, fraudulently intercept or capture.

e) 故意使用对应用软件的应用、功能或可用性具有破坏性影响的设备软件或例行程序，或故意破坏其他数据、系统或通信，产生过多负载，或进行有害干扰、欺诈性拦截或捕获。

14. **Data Privacy**

14. **数据保密性**

14.1. The Parties shall comply with the applicable provisions of data protection law and commit their employees engaged in connection with the contractual relationship and the execution thereof to data protection, except to the extent that they are already under a general obligation to act accordingly.

14.1 双方应遵守数据保护法的适用条款，并承诺各方参与合同关系及合同执行的员工会履行数据保护义务，除非这些员工已经负有履行数据保护的一般义务。

14.2. If Customer processes personal data, then Customer warrants that he is authorized to do so in accordance with applicable data protection regulations, and in the event of any infringement, Customer shall indemnify Provider from and against third party claims.

14.2 如果客户要处理个人信息，则客户须保证其有权根据适用的数据保护法规处理个人

数据，且在发生任何侵权事件时，客户应赔偿并使提供商免受第三方索赔的影响。

14.3. Provider shall only process Customer Data to the extent required to execute the Contract. Customer consents to the processing of such data to this extent.

14.3 客户应仅在执行合同所需的范围内处理客户数据。客户同意在此范围内处理该等数据。

14.4. The obligations pursuant to Sections 0 to 14.3shall continue to exist as long as personal data are in the area of influence of Provider, also after the termination date of the contract.

14.4 只要个人数据在提供商的影响范围内，第 14.1 节至第 14.3 节规定的义务应继续存续，且在合同终止日期之后也应继续存续。

15. Changes to the Contract

15. 合同的变更

15.1. Provider reserves the right to adapt these Terms and Conditions and paid Applications to changed technical or legal conditions, with regard to further developments or technical progress, whereby the basic functionalities of the Application have to remain, at any time, such adaptation also being effective with regard to existing contractual relationships.

15.1 提供商保留因技术条件或法定条件发生变更而修改本条款和条件以及付费应用程序的权利，以实现进一步开发或技术进步，但将确保应用程序仍然具备基本功能，任何时候，前述修改对现有合同关系有效。

15.2. Except for changes that cannot be deferred due to material impact on the safety and/or usability of the Application, Customer shall be notified of such changes no later than 30 calendar days before the planned effective date of the changes insofar as the adaptation involves a restriction in the usability of data generated to date or other not only insignificant disadvantages (e.g. adaptation expenses). If Customer does not object within 30 days of receipt of the notification and continues to use the Application after expiry of the period for

objection, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an objection is raised, Provider is entitled to terminate the contractual relationship subject to a one (1) month' notice period. Customer shall be advised of its right to object and of the consequences in the change notification.

15.2 除因对应用程序的安全性和/或可用性造成重大影响而不能推迟的变更外，如果是对现有生成数据可用性的限制或其他并非无关紧要的不足之处进行修改（如修改费用），则提供商应至少在变更的计划生效日期前 30 个历日将变更事宜通知客户。如果客户在收到通知后 30 天内未提出反对，并在反对期限届满后继续使用该应用程序，则应视为自反对期限届满之日起实际同意提供商做出的变更。如有异议，合同关系应继续存续，但须受现行适用条件的约束。如果提出异议，提供商有权在一（1）个月的通知期内终止合同关系。提供商应在变更通知中告知客户其有权提出反对的权利并说明提出反对后会产生的结果。

16. Confidentiality

16. 保密条款

16.1. The Parties shall observe the confidentiality of all information which is to be treated as confidential and obtained in the context of this contractual relationship. Information to be treated as confidential includes information explicitly marked as confidential by the Party communicating the information and informationwhere the confidentiality thereof derives from the circumstances of its provision ("Confidential Information"). The Provider is entitled to disclose Confidential Information to its sub-contractors, who need to know this information in order to fulfil the purpose of the contract, provided that the sub-contractors are themselves bound by a corresponding confidentiality obligation. Furthermore, Confidential Information may only be disclosed to third parties -

for whatever purpose - upon prior written consent of the other party.

16.1 双方应对在合同关系中获得的，被视作保密信息的信息承担保密义务。以下这些信息被视为保密信息：

信息提供方明确标有"保密"字样的信息及提供信息的环境决定了其保密性的信息（"保密信息"）。提供商有权为了实现合同目的，向其分包商披露保密信息，，前提是分包商本身受相应保密义务的约束。此外，无论出于何种目的，经另一方事先书面同意后方可向第三方披露保密信息。

16.2. The obligations under Section0 shall not apply to such information or parts thereof for which the receiving Party proves that it

16.2 第 16.1 节项下的义务不适用于经接收方证明符合下述条件的信息或信息内容。

a) was known to the receiving Party or generally accessible prior to the date of receipt or became known from a third party after the date of receipt in a lawful manner and without any confidentiality obligation; or

a) 在接收日之前为接收方所知晓或通常可以获得的信息，或在接收日之后以合法方式从第三方得知的没有任何保密义务的信息；

b) was already known to the general public or was generally accessible prior to the date of receipt; or

b) 在接收日之前已经为公众所知或在公共领域通常可以获得的信息；

c) became known to the general public or became generally accessible after the date of receipt without the receiving Party being responsible for this; or

c) 在接收日之后为公众所知或通常可以获得的信息，且接收方对此无责任；

d) has waived its right to confidentiality in respect of which the notifying Party has waived its right to confidentiality by means of a written declaration to the receiving Party.

d) 通知方已向接收方发出书面声明放弃保密权的信息。

16.3. The Parties shall only make public statements relating to their cooperation subject to their prior mutual agreement. Customer does not have the right to appear as the representative or commercial partner of Provider. Without the prior consent of Provider, Customer is not entitled to use information on envisaged or existing contractual cooperation for reference or marketing purposes.

16.3 双方只有在事先达成一致的情况下才能就其合作发表公开声明。客户无权以提供商代表或商业合作伙伴的身份出现。未经提供商事先同意，客户无权将有关意向性的或现有的合同合作信息用于参考或营销用途。

16.4. Unless otherwise provided for in section 16.2, the obligations under Section 0 shall survive the termination of the contract for 5 years after the contract.

16.4 除第 16.2 节另有规定外，第 16.1 节规定的义务应在合同终止后 5 年内继续存续。

17. **Liability**

17. **责任**

17.1. Provider is liable in accordance with the statutory provisions

17.1 提供商应根据法律规定对下述情况承担责任：

a) in the event of intent or gross negligence,

a) 发生故意或重大过失的情况，

b) in accordance with the provisions of the German Product Liability Act,

b) 《产品责任法》规定的情况，

c) within the scope of a guarantee given by Provider, and

c) 在提供商做出的担保范围内的情况，

d) in the event of injury to life or limb or impairment to health of a person.

d) 发生生命伤害、肢体受伤或健康损

害的情况。

17.2. In the event of any property and financial damage caused negligently in any other way, Provider and persons engaged by it for the performance of its obligations shall be liable only in the event of a breach of a material contractual obligation, the amount being limited, however, to the damages foreseeable when the contract was entered into and typical of the type of contract; material contractual obligations are those obligations the performance of which is characteristic of the contract and which Customer may rely on (hereinafter referred to as "Material Obligation").

17.2 如果因其他过失造成任何财产损失和经济损失，提供商及其为履行其义务而聘用的人员仅在违反重大合同义务的情况下才应承担责任，但金额仅限于订立合同时所能预见的、合同类型下典型的损害赔偿金；重大合同义务是指履行义务属于合同特征的义务和客户可能依赖的那些义务（以下简称为"重大义务"）。

17.3. Strict liability ("liability without fault") for defects which already existed when the contract was concluded, is excluded.

17.3 不包括订立合同时对已存在缺陷的严格责任（"无过失责任"）。

17.4. Subject to Section 0Provider shall not be liable for the loss of Customer Data if the damage is due to Customer's failing to back up data in accordance with Section0and thus to ensure that lost Customer Data can be recovered with reasonable effort.

17.4 根据第 17.1 节的规定，如果因客户未能按照第 10.3 节的规定备份数据而造成了数据损坏，提供商无须对客户数据的丢失承担任何责任，且无须保证通过合理努力可以恢复丢失的客户数据。

17.5. The foregoing limitations of liability shall also apply in the event of fault by a person engaged by Provider in the performance of its obligations and to the personal liability of employees, representatives and corporate bodies of Provider.

17.5 如果提供商聘用人员履行提供商义务，而

该人员发生工作过失，上述责任限制适用。上述责任限制还适用于提供商的雇员、代表和法人团体的个人责任。

18. **Term, Termination**

18. **有效期及终止条款**

18.1. Except as otherwise agreed, the Contract is concluded for a period of one year.

18.1 除非另有约定，本合同有效期为一年。

18.2. The Contract is automatically renewed for three monthsperiod, unless it is terminated by either party with three months' notice to the end of the Contract term. Termination of the contractual relationship simultaneously includes the termination on the next possible date of the Account.

18.2 除非在合同有效期届满前，任何一方提前三个月通知发出终止合同的通知，否则合同将自动续期三个月。合同关系的终止同时包括下一个可能的账号日期的终止。

18.3. In the case the Customer acts in breach of Contract, in particular in the case of default of payment, the Provider is entitled, without prejudice to the other contractual and legal rights of the customer, to withdraw from the Contract or to terminate the Contract for the future after expiry of a reasonable period of grace.

18.3 如果客户违反合同规定，特别是如果客户拖欠付款，在不损害客户的其他合同权利和法律权利的情况下，提供商有权在合理宽限期届满后终止合同。

18.4. The Provider is entitled to withdraw or terminate the Contract without granting a grace period if the Customer suspends his payments or if an application is made to open insolvency proceedings or comparable proceedings for the purpose of debt relief have been filed.

18.4 如果客户暂停付款，或如果客户申请启动破产程序或以减免债务为目的的类似程序，提供商有权终止合同，且不给予宽限期。

18.5. Without providing a grace period, Provider shall be entitled to withdraw

from or terminate the Contract,

18.5 如发生下述情况，提供商有权终止合同且不给予宽限期，

    a) if an impairment of the Customer's financial situation occurs or is threatening to occur and if as a result thereof Customer's ability to fulfill its payment obligations toward Provider be at risk, or

    a) 如果客户的财务状况发生或可能发生减值，且客户履行对提供商的付款义务的能力因此而受到风险，

    b) the Customer should become insolvent.

    b) 客户可能会资不抵债。

18.6. Provider shall be entitled to withdraw from or terminate the Contract if the fulfillment of the Contract was no longer permissible due to legal and/or regulatory changes after the signature of the contract.

18.6 如果在合同签署后，由于法律和/或法规的变更而不再允许履行合同，提供商应有权终止合同。

18.7. The rights mentioned in this Article 18 shall be in addition to any statutory right, which shall not be affected thereof.

18.7 第 18 条所述权利是对任何法定权利的补充，不影响法定权利。

19. Obligations upon and after Termination of the Contract

19. 合同终止时及终止后的义务

The Provider shall delete Customer Data from all Provider systems one month after termination of the contract, unless there are legal retention periods to the contrary. The Customer is obliged to export and save the Customer Data on his own responsibility in good time before termination of the contract or expiry of the aforementioned period. On request of the Customer and for a fee to be agreed separately, the Provider will support the Customer thereby.

提供商应在合同终止后一个月内从提供商的所有系统中删除客户数据，除非法定保

留期有相反规定。客户有义务在合同终止前或上述期限届满前及时导出并保存客户数据，并自担责任。如应客户要求并另行商定了费用，提供商将向客户提供客户数据方面的支持服务。

20. Export Control and Customs

20. 出口管制和海关

20.1. Each party is entitled to refuse to perform its obligations under these terms and conditions insofar as the performance is prohibited or impaired by foreign trade law (including, without limitation, national and international [re-]export control and customs regulations, including embargos and other sanctions) which is – in accordance with this law – applicable to this contract (hereinafter "Foreign Trade Law"). In such cases, either party is entitled to terminate this contract to the extent necessary.

20.1 如果对外贸易法（包括但不限于国内和国际（转）出口管制和海关法规，包括禁运和其他制裁）（以下简称"外贸法"）适用于本合同，而且禁止或影响本合同项下义务的履行，则双方均有权拒绝履行本条款和条件项下的义务。在该情况下，任何一方有权在必要的情况下终止本合同。

20.2. In case of delay in the performance of obligations under these terms and conditions caused by licensing, authorization or similar requirements or caused by other Foreign Trade Law procedures (hereinafter "Authorization"), the time of performance for such obligations is extended/moved accordingly and neither party shall have any liability for non-compliance related to such delay. Should an Authorization be denied or not granted within 12 months after filing the application, we are entitled to terminate this contract to the extent the performance of the obligation requires this Authorization.

20.2 如果由于许可要求、授权要求或类似要求或其他外贸法律程序（以下合称为"授权"）延误了本合同项下的义务的履行，则该等义务的履行时间将相应延长/后移，双方均不对与此类延误有关的违规行为承担任何责任。如果在提交申请后 12

个月内授权被拒绝或不予授权，而授权对于履行合同义务是必需的，则我方有权解除合同。

20.3. Each party shall notify the other party within a reasonable time period upon becoming aware of a Foreign Trade Law, which may prohibit or impair performance according to clause 20.1 or delay in performance according to clause 20.2.

20.3 如果各方意识到外贸法可能会如第 20.1 条所述禁止或影响义务的履行，或如第 20.2 条所述延误义务的履行，则应在合理时间内通知另一方。

20.4. Upon our request, the customer shall provide any information and documents necessary to comply with Foreign Trade Law or requested by authorities in relation to Foreign Trade Law. Such information and documents including, without limitation, information on the end customer/user, the destination and the intended end-use of the Application. We may, in our sole discretion, refuse to perform our obligations under these terms and conditions or terminate the contract, if the customer does not provide the Provider with such information or documents within a reasonable time period.

20.4 为遵守外贸法或有关外贸法的要求客户应根据我们的要求，提供任何必要的信息和文件。此类信息和文件包括但不限于有关最终客户/用户、目的地和应用程序的预期最终用途的信息。如果客户在合理的时间内未向提供商提供此类信息或文件，我方可以全权酌情决定拒绝履行本条款和条件项下的义务或终止合同。

20.5. In the event that the customer provides to any third party (specifically including any affiliate of the customer) the Application, the customer shall comply with applicable Foreign Trade Law. We are entitled to refuse to perform our obligations under these terms and conditions and to terminate the contract for cause, if the customer breaches this obligation.

20.5 如果客户向任何第三方（特别是包括客户的任何关联方）提供应用程序，则客户应遵守适用的外贸法。如果客户违反了条款

和条件，我们有权拒绝履行本条款和条件下的义务，并因故终止合同。

20.6. To the extent permitted by applicable law, we shall have no liability for any claims of the customer for damages related to or arising from our refusal to perform obligations under these terms and conditions or termination of the contract in accordance with clauses 20.1, 20.2, 20.4 and 20.5.

20.6 在适用法律允许的范围内，对于客户因我们根据第 20.1、20.2、20.4 和 20.5 条拒绝履行本条款和条件下的义务或终止合同而引起的任何损害或索赔，我们概不负责。

20.7. For provision of Application across customs borders to us, the customer is obliged to provide us with all required documents and information such as commercial invoice and delivery note, for a complete and correct import customs declaration to the shipment. In the case of free of charge provisions to us, the customer is obliged to declare a value, which reflects a fair market price as well as the note „For Customs Purpose Only" in the pro forma invoice. The value has to contain all components of the Application such as hardware and respectively software.

20.7 对于跨海关向我们提供应用程序而言，客户有义务向我方提供所有必需的文件和信息，例如商业发票和交货单，以便对货物进行完整、正确的进口报关。在免费提供给我方的情况下，客户需要声明一个价格，该价格应体现公平的市场价格，并在形式发票中注明"仅供海关使用"字样。该价格必须涵盖应用程序的所有组件，例如硬件和软件。

21. Miscellaneous

21. 其他规定

21.1. The contractual relationships between the Parties shall be governed by the substantive laws of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

21.1. 双方之间的合同关系应受中国法律管辖。

《联合国国际货物销售合同公约》不适用。

21.2. Legally relevant statements and notices to be delivered to Provider by Customer after conclusion of the Contract (e.g. setting of time limits, notification of defects, and declaration of rescission or price reduction) must be made in text form in order to be effective.

21.2 客户在签订合同后交付给提供商的相关法律声明和通知（例如，设定时限、缺陷通知以及撤销或降价声明）必须以书面形式作出方可生效。

21.3. Should any provision of these Terms and Conditions be or become invalid or unenforceable, this shall, however, not affect the remaining provisions.

21.3 如果本条款和条件的任何条款无效或不可执行，则不应影响其余条款的效力或可执行性。

21.4. All disputes arising under the Contract, including those that may evolve from the question of its coming into effect as well as those that originate from the Contract after its termination, shall be finally settled by a Court of Arbitration to be convened at China International Economic and Trade Arbitration Commission (CIETAC) in Shanghai in accordance with the rules of CIETAC as at present in force. The arbitrator shall be a fully qualified lawyer. No discovery shall be conducted between the Parties.

21.4 任何因合同而产生的纠纷，包括源于合同生效及终止后的任何争议，应最终通过中国国际经济贸易仲裁委员会（CIETAC），在上海根据该会当前有效的仲裁规则通过仲裁解决。仲裁员应由完全合格的律师的担任。各方之间不应进行任何开示。

21.5 These Terms and Conditions are drafted in both Chinese and English. If there are any discrepancies between the English and the Chinese version, the English version shall prevail.

21.5 本条款和条件以中英文双语起草，如本条款和条件的中英文版本之间存在任何不一致，应以英文版本为准。

Annex 1: Service Level Agreement

附件 1：服务水平协议

This Service Level Agreement governs the provision on service levels, Availability, Maintenance Work, the availability of support, Incident Management and service reviews and reporting of ETAS MODEL-SIMULATOR ("**Application**").

本服务水平协议明确了有关易特驰模型模拟器（"**应用程序**"）的服务水平、可用性，维护工作、技术支持的可用性、事件管理以及服务审查和报告的规定。

1. Definitions

1. 定义

1.1. **Availability** means that the Customer can execute and use the essential functions of the Application at the Handover Point as defined in the Contract.

1.1　**可用性**是指客户可以在合同中定义的移交点执行和使用应用程序的基本功能。

1.2. **Contract** means the agreement between the Customer and the Provider regarding the provision of the Application by the Provider and use of the Application by the Customer.

1.2　**合同**是指客户与提供商之间就提供商提供应用程序以及客户使用应用程序达成的协议。

1.3. **Downtime** means the total number of hours in which the essential functions of the Application as defined in the Contract are not available for use by the Customer during the Service Time.

1.3　**停机时间**是指在服务时间，客户无法使用合同中定义的应用程序的基本功能的总小时数。

1.4. **Handover Point** are the internet hubs of Provider's data center.

1.4　**移交点**是指提供商数据中心的互联网枢纽。

1.5. **Incident** means any impairment on the Application, such as Downtimes, errors or a reduction of quality.

1.5　**事件**是指对应用程序的任何损害，例如停机时间、错误或质量下降。

1.6. **Incident Management** means the processing of Incidents.

1.6　**事件管理**是指事件的处理。

1.7. **Incident Priority** means the severity of the Incident.

1.7　**事件优先级**是指事件的严重性。

1.8. **Response Time** means the period of time to start working on a reported Incident by the Customer.

1.8　**响应时间**是指着手处理客户所报告的事件的时间段。

1.9. **Maintenance Work** means all maintenance activities required to keep the Application running, to eliminate errors in the Application, to backup data and/or activities required to enhance, enlarge or renew functionalities to ensure that the Application can be used in accordance with the Contract.

1.9　**维护工作**是指为确保用户可以根据合同使用应用程序，保持应用程序运行、排除应用程序中的错误、备份数据所需的所有维护活动，和/或增强、扩大或更新功能所需的活动。

1.10. **SLA** means this Service Level Agreement.

1.10　**SLA** 是指本服务水平协议。

1.11. **System Runtime** means the time in which the system must be ready for operation.

1.11 系统运行时间是指系统必须准备就绪可以运行的时间。

1.12 **Service Time** means the time in which ETAS provides a service for the maintenance work.

1.12 服务时间指 ETAS 为维护工作提供服务的时间。

2. General Provisions

2. 一般规定

2.1. This SLA sets forth the Availability of the Application and supporting services.

2.1 本服务水平协议规定了应用程序和支持服务的可用性。

2.2. This SLA applies solely to the Applications made available for productive use by the Customer and not apply to any non-productive, free and/or try-out versions of the Application, integration or test systems having unreleased functions or functionality.

2.2 本服务水平协议提出了应用程序和支持服务的可用性要求。本协议仅适用于客户可用于生产性使用的应用程序，而不适用于任何非生产性、免费和/或试用版的应用程序、集成或具有未发布功能的测试系统。

2.3. This SLA is only valid in conjunction with the Contract and shall not take effect until Customer and Provider have executed the Contract.

2.3 本服务水平协议仅与合同一起使用有效，并且在客户和提供商执行合同之前不会生效。

2.4. All obligations of the Provider in this SLA only apply to the Application as made available to the Customer at the Handover Point. Provider is not responsible for data transmission from the Handover Point to the Customer and/or in the area of Customer's IT system.

2.4 提供商在本服务水平协议下的所有义务仅适用于在移交点向客户提供的应用程序。提供商对于移交点之后发生的对客户的数据传输和/或在客户 IT 系统中的数据传输不承担任何责任。

3. Threshold Values

3. 阈值

3.1. The Provider shall provide the Application in accordance with the Availability agreed in Section 0.1, only if the Customer complies with the following upper threshold values.

3.1 只有在客户符合以下上阈值时，提供商才应根据第 4.1 节中商定的可用性提供应用程序。

Threshold Value 阈值	Limit 限值
Maximum size of one trip 一次行程最大的容量	1,5 GB
Maximum size of one campaign 一次活动最大的容量	30 GB
Number of users 用户数	A (max 10) A（最多 10）
Number of active simulation runs 有效模拟运行次数	B (max 1000) B（最多 1000）
Simulation time	C

模拟时间	
Number of logging channels 记录通道数	D
Sampling rate 采样率	E (currently fixed to 5 ms) E（目前定为 5 ms）
Max. size of simulation output (A x B x C x D x 8 Byte /E < Limit) 模拟输出的最大容量（A x B x C x D x 8 字节/ E <限值）	120 GB
Permanent Storage 永久储存	1 Petabyte 1 PB
Maximum size of a report 一次报告的最大容量	150 MB

3.2. If the Customer is using the Application above the predefined threshold values, a lower Availability up to a total Downtime of the Application may occur, for which the Provider is not responsible.

3.3 如果客户超出预定义的阈值使用的应用程序，则可能发生可用性下降的情况，直至应用程序完全停机，提供商对此概不负责。

4. Availability

4. 可用性

4.1. The System Runtime is 24 hours/ 7 days per week. The Provider shall provide the Application at the Handover Point during the Service Time with the Availability as specified below:

4.1 系统的运行时间是每周 24 小时/7 天。提供商应在服务时间内在移交点向应用程序提供以下指定的可用性：

System Runtime 系统运行时间	24/7
Service Time 服务时间	Mo-Fri 09:00 – 17:00 CET/CEST, with the exception of public holidays in Baden-Württemberg 周一——周五　09:00 – 17:00 欧洲中部时间/中欧夏令时，巴登-符腾堡州的公共假期除外
Agreed Availability 确认的可用性	95.00 %
Availability of ticket system 票务系统的可用性	24/7

4.2. The Provider is not required to make the Application available for use outside of the before mentioned Service Time and during scheduled Maintenance Work according to Section 6. If the Application is available outside the Service Time and in case of scheduled Maintenance Work according to Section 6, the use of the Application is at risk of Customer. Customer

accepts that outside of the Service Time and in case of scheduled Maintenance Work the use of the Application might be limited regarding functionalities or performance and/or that the Application shall be switched off or restarted without notice. If the Application is made available outside of the Service Time and in case of scheduled Maintenance Work and there is a reduction in the functions or functionality of the Application or a reduction of the Availability, Customer shall have no claim for breach of warranty or be entitled to any compensation.

4.2 在上述服务时间之外和根据第 6 节的规定进行的计划的维护工作期间，提供商不需要提供该应用程序。在上述服务时间之外和根据第 6 节的规定进行的计划的维护工作期间，如果应用程序可用，则会对客户构成风险。客户接受在服务时间之外以及进行计划的维护工作期间，应用程序在功能或性能方面可能受到限制，并且/或者需要关闭或重新启动应用程序，恕不另行通知。如果在服务时间之外以及进行计划的维护工作期间，提供商提供该应用程序，而该应用程序的功能减少或可用性降低，则客户无权就违反保证索赔或获得任何赔偿。

4.3. The Availability of the Application is calculated according to the following formula as the percentage proportion of time in the course of a calendar month during the Service Time.

4.3 应用程序的可用性是根据以下公式计算得出的，以系统运行时间在一个日历月时间所占百分比表示。

$$\text{Availability in percent} = \frac{\text{Service Time (hour/min)} - \text{Downtime (hour/min)}}{\text{Service Time (hour/min)}} \; x \; 100$$

$$可用性百分比 = \frac{服务时间（小时/分）-停机时间（小时/分）}{服务时间（小时/分）} \; x100$$

This results in a maximum downtime of 8 hours and 41 minutes in a month:

得出一个月的最长停机时间为 8 小时 41 分钟：

$$95\% = \frac{176 \text{ horus} - 8,4 \text{ hours}}{176 \text{ hours}} \; x \; 100$$

$$95\% = \frac{176\,小时 - 8.4\,小时}{176\,小时} \; x \; 100$$

4.4. When calculating the Availability, Downtimes for which the Provider is not responsible, are considered as available times. These Downtimes include the following:

4.4 在计算可用性时，不在提供商责任范围内的停机时间将被视为可用时间。此类停机时间包括：

   a) Downtimes due to scheduled or unscheduled Maintenance Work as defined Section 6;

   a) 因进行第 6 节中定义的计划内或计划外维护工作而导致的停机时间；

   b) Downtimes due to Maintenance Work agreed with the Customer in advance;

   b) 已事先与客户约定的维护工作导致的停机时间；

   c) Downtimes due to operational disruptions caused by a force majeure event or other unavoidable events beyond Provider's control, which could not be averted with reasonable effort, which could not have been foreseen even when exercising with due care, and which make Provider's obligations under this SLA considerably more difficult or completely or partially impossible, such as strikes, lockouts, exceptional weather conditions, power outages, operational or traffic disruptions and transport obstructions and which discharge Provider from its obligations under this SLA for the duration of such an event;

   c) 因不可抗力事件或提供商无法控制的其他不可避免事件造成运营中断而导致的停机时间，此类事件不能通过合理的努力来避免，即使在合理注意情况下也无法预见，并且致使提供商难于或无法完全或部分履行本服务水平协议下的义务，这些事件包括罢工、停工、特殊天气情

况、停电、运营或交通中断以及运输障碍，并且在此类事件期间，提供商将免于履行其在本服务水平协议下的义务；

d) Downtimes due to virus or hacker attacks, unless the Provider has not taken the reasonable protective measures;

d) 由于病毒或黑客攻击而导致的停机时间，除非提供商未采取合理的保护措施；

e) Downtimes due to interruptions caused by the Customer;

e) 因客户造成的中断而导致的停机时间；

f) Downtimes due to software errors in Customer's applications or due to errors in the system and system-related software caused by Customer's applications or data;

f) 因客户的应用程序中的软件错误或客户的应用程序或数据造成的系统和与系统相关的软件错误而导致的停机时间；

g) Downtimes due to interruptions of third parties for which the Provider is not responsible.

g) 由于不在提供商责任范围内的第三方中断而导致的停机时间。

4.5. The Customer shall report any impairment on the Availability of the Application to the Provider in accordance with Section 5.

4.5 如果应用程序可用性发生任何减损，客户应根据第 5 节的规定向提供商报告。

5. Incident Management

5. 事件管理

5.1. Incident Management shall comprise all the activities between the Customer and the Provider associated with the notification and management of Incidents until resolution.

5.1 事件管理应包括客户与提供商之间进行的与事件的通知和管理相关的所有活动，直到事件解决为止。

5.2. Incident Priority

5.2 事件优先级

a) All Incidents within the Application shall be assigned an Incident Priority which shall determine the target Response Time.

a) 应为应用程序内的所有事件分配一个事件优先级，而该优先级将确定目标响应时间。

2. Incident Priority 2. 事件优先级	3. Description 3. 描述	7. Response Time 7. 响应时间
5. 1 6. Critical 6. 危急	7. There is an Incident Priority 1 if the use of the Application or major parts of the Application is completely unavailable or severely restricted for instance due to malfunctions, false work results or response times. 7. 如果由于故障、错误的工作结果或响应时间等原因而导致应用程序或应用程序主要部分的全不可用或使用严重受限，则事件优先级为 1 级。	≤ 1 hour within the Support business hours 14. 技术支持部门工作时间内≤1 小时

	8.	
2 Major 重大	There is an Incident Priority 2 if, although the use of the Application is not unavailable or severely restricted, for instance due to malfunctions, false work results or response times, the use is subject to restriction(s) which is (are) material. 如果由于故障、错误的工作结果或响应时间等原因导致应用程序不可用或严重受限，使用受到实质性限制，则事件优先级为 2 级。	≤ 1 (one) business day ≤1（一）个工作日
3 Minor 轻微	There is an Incident Priority 3 if the use of the Application is not directly and/or significantly/considerably impaired, such as an instance that basic settings which are unfavourably defined or without "nice-to-have" functions. 如果未直接和/或没有明显/相当大程度影响应用程序的使用，例如，定义了不利的基本设置或没有"最好有"的功能的情况，则事件优先级为 3 级。	9. ≤ 2 (two) business days 9. ≤2（两个）工作日
4 Non 非事件	There is an Incident Priority 4 if there is no limitation of the use of the Application functionalities; e.g. minor flaws, questions or requests for improvement by the Customer. 如果对应用程序功能的使用没有限制，例如有细微的缺陷、疑问或改进要求，则事件优先级为 4 级。	10. ≤ 3 (three) business days 10. ≤3（三）个工作日

b) The Provider shall, in its sole discretion, prioritize Incidents taking into account the definitions included in the table above.

b) 提供商应自行决定，考虑上表中的定义，确定事件的优先级。

5.3. Process

5.3 处理

   a) Customer shall immediately notify the Provider of all Incidents.

   a) 客户应立即将所有事件通知提供商。

   b) All Incidents must be communicated to the Provider via eMail. In case of an Incident Priority 1, Customer shall also contact the service hotline of first-level-support.

   b) 所有事件都必须通过电子邮件发送给提供商。

   c) The Customer shall ensure that when the Incident is reported, the Incident reporting must include the following required information:

   c) 如果发生优先级为 1 的事件，则客户还应拨打一级支持部门的服务热线。客户应确保在报告事件时注明以下必要信息：

      (1) Description of the Incident;

(1) 描述事件；

(2) Functionality of the Application affected;

(2) 受影响的应用程序的功能；

(3) Environment affected;

(3) 受影响的环境；

(4) Gateways affected;

(4) 受影响的网关；

(5) Date and time when the Incident occurred;

(5) 事件发生的日期和时间；

(6) Incident Priority;

(6) 事件优先级；

(7) The action(s) which the Customer has already taken to remedy the Incident and any results from the action to remedy the Incident taken by the Customer.

(7) 客户已经采取的纠正事件的措施以及客户采取措施的任何结果。

d) Once the Customer provides all required information, the resolution process shall start and the first feedback after receipt of the Incident report shall be given according to the Response Time in relation to the Incident Priority according to Section 5.2.

d) 客户提供了所有必需的信息之后，解决程序随即启动，在收到事件报告后，将根据第 5.2 节中与事件优先级相关的响应时间给出第一反馈。

e) The Provider shall notify the Customer upon Incident closure.

e) 提供商应在事件结束后通知客户。

f) Incident processing shall be performed during the business days and operating times.

f) 事件处理应在工作日和营业时间内进行。

g) The Provider may provide the Customer with an interface for creating Incident tickets in Provider's ticketing system. The Provider reserves the right to amend the ticketing system in its sole discretion due to a change in requirements. The Provider shall give the Customer at least three months' advance notice of a change to the ticketing system and/or a change to the interfaces. Any use of the ticketing system by third parties, in particular by end customers or suppliers of the Customer, is prohibited. The ticket language for all tickets is English.

g) 提供商可以为客户提供一个界面，以便在提供商的工单系统中创建事件工单。由于需求的变化，提供商保留自行决定修改工单系统的权利。如发生票务系统变更和/或界面变更，提供商应至少提前三个月通知客户。禁止第三方（尤其是最终客户或客户的提供商）使用工单系统。所有工单所用的语言均为英语。

6. Maintenance Work

6. 维护工作

6.1. The Provider has the right to interrupt the provision of the Application for Maintenance Work.

6.1 提供者有权中断应用程序，进行维护工作。

6.2. The Provider shall plan Maintenance Work to minimize the interruption of the use of the Application, so that the use of the Application by the Customer is affected as little as possible.

6.2 提供商应制定维护工作计划，以最大程度地减少应用程序的使用中断，尽可能减轻对客户使用应用程序的影响。

6.3. The Customer must be given 7 calendar days advance notice of Maintenance Work.

6.3 如要进行维护工作，必须提前 7 个日历日通知客户。

6.4. The Provider is also permitted to conduct unscheduled Maintenance Work on the Application for important reasons, e. g. if the Application operation is jeopardized. This includes but is not limited to emergency changes, e. g. the implementation of security patches, which are necessary for securing and maintaining operations and require immediate implementation. The Customer must be notified hereof without undue delay and the unscheduled Maintenance Work must be carried out in such a way as to minimize malfunctions in operational processes as far as possible.

6.5 提供商还可以出于重要原因对应用程序进行计划外的维护工作，例如：应用程序运行受到了威胁。这包括但不限于紧急更改，例如：实施安全补丁，这对于保护和维护运行稳定是必需的，并且需要立即实施。必须立即通知客户，不得延误，并且计划外的维护工作必须尽可能减少操作过程中的故障。

6.5.All times are based on the Central European Time (CET) or Central European Summer Time (CEST) valid in Germany.

6.5 文中所有时间均基于在德国有效的中欧时间（CET）或中欧夏令时间（CEST）。

7. Service Level Reviews and Reporting

7. 服务水平审查与报告

7.1. The service levels agreed in this SLA shall be subject to a regular review. The aim of this review is to discuss any possible deviations and, if applicable, to specify appropriate measures. The persons participating in the review shall be determined by the respective party.

7.1 本服务水平协议中约定的服务水平应接受定期审查。审查的目的是讨论任何可能存在的偏差，并在适用的情况下，指定适当的措施。参加审查的人员应由有关各方确定。

7.2. The Provider shall provide the Customer with the following values in a monthly report:

7.2 提供商应在月度报告中向客户提供以下数据：

   a) Availability of the Application;

   a) 应用程序的可用性；

   b) Maintenance Work conducted;

   c) 已进行的维护工作；

   c) Number of Incidents broken down by Incident Priority;

   c) 按事件优先级细分的事件数；

7.3. The Provider shall send the report to Customer in electronic form by email.

7.3 提供商应通过电子邮件将报告发送给客户。

7.4. The monthly report does not encompass non-productive, free and/or try-out versions of the Application, integration or test systems. Such reports are not incorporated in the service level review.

7.4 月度报告不包含非生产性\免费和/或试用版的应用程序、集成或测试系统。服务水平审核不涉及此类报告。

8. Miscellaneous

8. 其他

Version June 2021
2021 年 06 月版

The provisions of the Contract shall remain in full force and effect.

本合同的规定应完全有效。

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