SaaS 协议—免费，有限试用

SaaS Agreement – No-Fee, Limited Trial Use

本协议由普迪飞半导体技术（上海）有限公司（"**PDF**"）和如下签署的公司（"**用户**"）之间签订。

THIS AGREEMENT is entered into by and between PDF Solutions Semiconductor Technology (Shanghai) Co. Ltd. ("**PDF**") and the undersigned Company (the "**User**").

鉴于 **PDF** 已经开发并提供商业软件来分析半导体制造和测试数据；

用户是一家位于中国的半导体公司，有兴趣评估 PDF 软件，以获得商业许可；

为了最终签订商业合同，**PDF** 愿意按照本文规定，在有限的时间内免费向**用户**提供 Exensio® Hosted 软件供试用和评估。

WHEREAS PDF has developed and provides commercial software for the analysis of semiconductor manufacturing and test data;

WHEREAS User is a semiconductor company located in the People's Republic of China interested in evaluating PDF's software for possible commercial license; and

WHEREAS for the possibility of an eventual commercial contract, PDF is willing to enable User's evaluation of its Exensio® Hosted software for a limited time at no license fee, as set forth herein.

在此，基于有效的对价交换，缔约双方达成以下协议。

NOW, THEREFORE, the Parties agree as follows, in exchange for good and valuable consideration.

1. Hosted 服务

Hosted Services

A. 在遵守第 1.C.节的前提下，PDF 将为用户创建一个帐户，并提供该帐户的用户登录详细信息。

Subject to Section 1.C., PDF will create an Account for User and provide User login details for that Account.

B. PDF 特此授予用户非独占、免可变许可使用费、无需另行支付固定使用费的有限许可（无转许可权），在协议期限内，用户可以通过网页浏览器按照文档说明将 Hosted 服务用于用户的内部业务。

PDF hereby grants to User a non-exclusive, royalty-free, fully-paid up, limited license (without the right to sublicense) to use the Hosted Services by means of a web browser for the internal business purposes of User in accordance with the Documentation during the Term.

C. 第 1.A 条规定的 PDF 义务，以及 PDF 根据第 1.B 条授予用户的许可，受到以下限制：

Any obligation on PDF under Section 1.A. and the license granted by PDF to User under Section 1.B. are subject to the following limitations:

(i) PDF 可随时单方面决定终止和/或取消 Hosted 服务。对于终止和/或取消服务，PDF 对用户不承担任何赔偿责任或其他责任；

the Hosted Services may be terminated and/or cancelled by PDF at any time in its sole discretion, without any compensation or liability hereunder to User for such termination and/or cancelation;

(ii) Hosted 服务只能在中华人民共和国大陆境内使用；

the Hosted Services may only be used only within the territory of the mainland of The People's Republic of China;

(iii) Hosted 服务免费使用只支持总计 1GB 的数据上传；

the Hosted Services may only be used to load up to one (1) total GB of data; and,

(iv) Hosted 服务同时只允许 3 名使用者使用，包括用户的管理人员、员工、代理商和分包商，由用户不时向 PDF 提供使用者名单。

the Hosted Services may only be concurrently used by up to three (3) officers, employees, agents, or subcontractors of User, as identified to PDF by User from time to time hereunder.

D. 除本协议明确允许或法律要求的外，PDF 根据 1.B 条授予用户的许可受限于以下禁止：

Except to the extent expressly permitted in this Agreement or required by law, the license granted by PDF to User under Section 1.B. is subject to the following prohibitions:

(i) 用户不得允许未得到授权的个人访问或使用 Hosted 服务；

User must not permit any unauthorized person to access or use the Hosted Services;

(ii) 用户不得使用 Hosted 服务为第三方服务；

User must not use the Hosted Services to provide services to third parties;

(iii) 用户不得再出版或再传播 Hosted 服务中的任何内容或材料；

User must not republish or redistribute any content or material from the Hosted Services;

(iv) 除文档允许的内容外，用户不得对平台进行任何改动；以及

User must not make any alteration to the Platform, except as permitted by the Documentation; and

(v) 未经 PDF 事先书面同意，用户不得进行或要求任何其他人对平台或 Hosted 服务进行任何负载测试或侵入测试。

User must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the PDF.

E. 用户应对帐户信息采取适当安全措施，以防止未经授权的个人使用帐户访问 Hosted 服务。

User shall put appropriate security measures relating to Account access details in place to ensure that no unauthorized person may gain access to the Hosted Services using an Account.

F. PDF 应尽合理努力维护 Hosted 服务在公共互联网与 Hosted 服务专用网络服务提供商接口处的可使用性，但是，本协议中的任何内容均不得解释成为任何关于服务可用性的保证。

PDF shall use reasonable efforts to maintain the availability of the Hosted Services to the User at the gateway between the public internet and the network of the hosting services provider for the Hosted Services, however, nothing in this Agreement is, or shall be interpreted to be, a guarantee of any level of service availability.

G. 用户应遵守 PDF 不时提供给用户的可接受的使用政策（包括且不限于 https://www.exensio.cn/picture/WEB_China_Website_Privacy_Policy.pdf 网站上的隐私政策），同时确保用户授权的以及通过账户使用 Hosted 服务的个人遵守相同的政策。

User shall comply with all PDF's acceptable use policies delivered to User from time to time hereunder (including but not limited to the privacy policy at https://www.exensio.cn/picture/WEB_China_Website_Privacy_Policy.pdf) and shall ensure that all persons using the Hosted Services with the authority of the User or by means of an Account also comply with such policies.

H. 用户不得以任何导致或可能导致 Hosted 服务或平台或其可用性和可访问性受损的方式使用 Hosted 服务。

User shall not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

I. 用户不得在以下情形使用 Hosted 服务：

User shall not use the Hosted Services:

(i) 使用方式非法、有欺诈性或有害；

in any way that is unlawful, illegal, fraudulent or harmful; or,

(ii) 与任何非法、欺诈或有害目的或活动有关。

in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

J. 为免生疑问，在协议期限内或期限之后，用户无权访问平台的软件代码（包括目标代码、中间代码和源代码），并且 PDF 不会根据本协议向用户交付任何软件。

For the avoidance of doubt, User has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term, and PDF will not deliver any software to User hereunder.

K. 所提供的许可证是试用许可，因此 PDF 可以出于任何原因随时暂停提供 Hosted 服务，而无需承担任何义务或责任。

The license provided is a trial license and as such PDF may suspend the provision of the Hosted Services at any time for any reason without any obligation or liability hereunder.

2. 不提供维护、支持或培训

No Maintenance, Support, or Training Services

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PDF is not obligated to provide any technical support, maintenance services, including with respect to any Hosted Services Defects, or training on use of the Platform or applications.

B. 如果 PDF 自行决定提供更新，包括安全修复程序，对于可能影响 Hosted 服务可用性的更新，PDF 可以提前通知用户，但没有义务这样做。

If PDF elects in its discretion to apply an Update, including a security fix, PDF may give User advanced notice if such application is likely to affect the availability of the Hosted Services but has no obligation hereunder to do so.

C. 用户可以在 Exensio 在线用户论坛中与其他用户交流使用心得，用户激活其帐户后，PDF 将向该用户提供论坛访问权限。PDF 可能会为用户在论坛中提出的问题提供建议和答案，但没有义务这样做。

User may exchange user tips with other users in the Exensio online users forum to which User will be provided access after activation of its Account. PDF may offer advice and answers to questions posed by users in the forum but has no obligation hereunder to do so.

3. 用户数据

   User Data

   A. 用户在此授予 PDF 一份非专有许可， PDF 可以为了履行和行使本协议项下义务和权利，以及一般产品开发、基准测试和营销的目的，在合理范围内对用户数据进行复制、重制、存储、分发、发布、导出、改编、编辑、使用和翻译。用户还授予 PDF 将这些权利再许可给履行本协议所需的存储、连接和电信服务提供商。

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   User warrants to PDF that it has the right to provide User Data as set forth in this Agreement for the purposes of the use of the Platform and such use will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

   C. PDF 应在本协议期满或提前终止后 30 天内删除用户数据，无需另行通知或取得用户同意。

   PDF shall delete User Data within 30 days after expiration or earlier termination of this Agreement without further notice to or consent of User.

4. 保留权利；不转让知识产权

   Reserved rights; no assignment of intellectual property

   A. 在双方之间，PDF 保留一切与平台及应用相关的本协议中未明确授予用户的权利。此外，应用程序以及与用户对 Hosted 服务的所有反馈均归 PDF 专有。

   As between the Parties, all rights relating to the Platform and applications not expressly licensed hereunder to User are reserved and retained by PDF. Further, the applications and all feedback about the Hosted Services that User shares with PDF are exclusively owned by PDF.

   B. 本协议的任何内容均无意将任何知识产权从 PDF 转让给用户。

   Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from PDF to User.

5. 免费；无义务

   No Fee; no obligation

   A. 用户根据本协议使用 Hosted 服务不需要向 PDF 支付任何费用。

   User shall not be required to pay any fees to PDF for use of the Hosted Services as permitted under this Agreement.

   B. 本协议仅提供有限的试用许可，本协议中的任何内容均无意且不应解释为使任何一方负有义务向另一方提供任何信息或服务或与另一方签订任何商业协议，直到各方自行确定提供信息，或订立关于 PDF 向用户提供服务或商业许可的协议。

   As a limited, trial license, nothing in this Agreement is intended or shall be construed to obligate either Party to provide any information or services to or execute any commercial agreement with the other Party unless and until each Party determines, which it may do in its sole discretion, to deliver any information or shall enter into any such agreement with respect to a commercial license to any PDF products or engagement of PDF for services.

6. 保密义务

Confidentiality obligations

   A. 双方都应该：

   Each Party shall:

   (i) 除本协议允许之外，不得使用另一方的任何机密信息；

   not use any of the other Party's Confidential Information other than as permitted under this Agreement;

   (ii) 以另一方用来保护其最宝贵的机密和专有信息的谨慎态度，但不低于合理谨慎标准，来对另一方的机密信息予以保密；

   keep the other Party's Confidential Information confidential, using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its most valuable confidential and proprietary information; and,

   (iii) 未经另一方事先书面同意，不得披露本协议的财务或其他条款。

   not disclose the financial or other terms of this Agreement without the prior written consent of the other Party.

   B. 除非事先获得 PDF 的书面同意，否则用户不得将 PDF 的机密信息透露给 PDF 的竞争对手或潜在竞争对手。

   User shall not disclose PDF's Confidential Information to any person or entity that is a competitor or potential competitor of PDF, unless approved in advance in writing by PDF.

C. 本第 6 条规定的义务并不适用于任何一方具有如下情形的机密信息：

This Section 6 imposes no obligations upon either Party with respect to the other Party's Confidential Information that:

(i) 在根据本协议获得披露之前接收方已知该等信息且并无其他保密义务；

is known to the receiving Party before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

(ii) 另一方的机密信息已为公众所知，且并非由于接收方的行为或过错导致；

is or becomes publicly known through no act or default of the receiving Party; or,

(iii) 接收方从第三方获得的另一方的机密信息，且接收方无理由认为任何保密义务被违反。

is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality.

D. 本第 6 条中的限制不适用于接收方根据任何法律或法规、任何司法或政府命令或要求需要披露机密信息的情形，不适用于根据一方股票所在证券交易所 的要求需要披露的情形。但是，信息披露方需要及时通知被披露方，以便它可以寻求保护令，或以其他方式保护其利益。

The restrictions in this Section 6 do not apply to the extent that a disclosing Party's Confidential Information is required to be disclosed by the receiving Party pursuant to any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of a Party on any recognized stock exchange. However, the Party required to so disclose the other Party's information shall provide prompt notice to the other Party so that it can seek a protective order or otherwise protect its interests.

E. 本第 6 条的规定自本协议终止后五年内仍然有效，在该期限结束时，它们将不再有效，但是就任何机密信息中承载的 PDF 的商业秘密而言，用户不得使用且予以保密的义务仍将在本协议终止或到期后继续有效。

The provisions of this Section 6 shall continue in force for a period of five (5) years following the termination of this Agreement, at the end of which period they will cease to have effect, except with respect to any of PDF's trade secrets embodied in its Confidential Information, which obligation to not use and keep them confidential shall survive any termination or expiration hereof.

F. 无论是否有相反规定，i）明确允许双方向各自的关联企业披露本协议的条款；（ii）用户授权 PDF：在公开演示中使用用户的名称和徽标，并在向公众发布的新闻稿中一般性地宣称用户为其软件的使用者； 在适

用的情况下，向 Hosted 服务中包含或使用的技术或软件的许可人披露本协议，但仅限于向其报告使用费的范围内。

Notwithstanding anything to the contrary, (i) both Parties are expressly allowed to disclose the terms of this agreement to Affiliates; and (ii) User authorizes PDF to: use User's name and logo in public presentations, and to issue a press release to the public generally announcing User, as a user of the software; where applicable, disclose this Agreement to licensors of included or enabling technology or software only in connection with royalty reporting to such entities.

7. 确认与保证限制

Acknowledgements and warranty limitations

A. 用户确认，复杂软件永远不会完全没有缺陷、错误和安全漏洞，并且 PDF 未提供任何关于 Hosted 服务没有缺陷（包括 Hosted 服务缺陷）、错误、漏洞或者是完全安全的陈述与保证。

User acknowledges that complex software is never wholly free from defects, errors, bugs, security vulnerabilities, and PDF gives no warranty or representation that the Hosted Services will be free from defects (including Hosted Services Defects), errors, bugs, or be entirely secure.

B. 用户确认 Hosted 服务仅与某些受支持的工具和有限的网络系统兼容，并且 PDF 并不保证或表示 Hosted 服务将与任何其他软件或系统兼容。

User acknowledges that the Hosted Services are designed to be compatible only with certain supported tools and limited network systems; and PDF does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

C. 用户确认，在本协议项下或与 Hosted 服务有关的领域，PDF 将不会提供任何关于法律、财务、会计或税务方面建议，并且 PDF 不保证或表示 Hosted 服务或用户使用 Hosted 服务不会对用户或任何其他人造成任何法律责任。

The User acknowledges that the PDF will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and PDF does not warrant or represent that the Hosted Services or the use of the Hosted Services by User will not give rise to any legal liability on the part of User or any other person.

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8. 责任限制和排除

Limitations and exclusions of liability

A. 用户在此确认并同意，对于用户或任何第三方遭受的与本协议有关的或者由于 PDF 不履行本协议导致的合同性、侵权性（包括过失）或其他任何性质的任何商誉、业务、产品使用、生产、营收、利润、预期节省、开支浪费，或数据、数据库或软件损坏方面的损失（无论能否合理预见到），或其他任何间接的、特别的或后果性损失，PDF 均概不负责。

User hereby acknowledges and agrees that PDF shall have no liability whatsoever in contract, tort (including negligence), or otherwise for any loss of goodwill, business, use or production, revenue or profits, anticipated savings, or wasted expenditure or corruption of any data, database or software (in any case, whether reasonably foreseeable or not), or indirect, special, or consequential loss suffered by User or any third party in relation to this Agreement or for any non-performance by PDF hereunder.

B. 本第 8 条和本协议其他部分规定的责任限制和排除适用于本协议引起的，或与本协议主题有关的所有责任，包括合同、侵权（包括过失）引起的责任，以及 违反法定义务。

The limitations and exclusions of liability set out in this Section 8 and elsewhere in this Agreement govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence), and for breach of statutory duty.

9. 分包和关联企业

Subcontracting and Affiliates

A. PDF 可以将其在本协议下的任何义务分包，无须用户事先同意。

PDF may subcontract any of its obligations under this Agreement without the prior consent of User.

B. 尽管有本文的任何规定，本文中对 PDF 的指称应指 PDF Solutions，Inc.及其所有关联企业，并且任何此类实体都可以履行本文中规定的义务，而无需事先通知或征得用户的同意

Notwithstanding anything herein, references to PDF herein shall be to PDF Solutions, Inc. and all of its Affiliates, and the duties/obligations set forth herein may be fulfilled by any such entity without prior notice to or consent of User.

10. 其他

General

A. 本文中使用但未定义的大写术语具有附录 1 给出的含义。

Capitalized terms used herein and not defined herein have the meanings given them in Appendix 1 attached hereto.

B. 任何一方向另一方根据本协议发出的任何通知都必须以书面形式发送（电子邮件亦可），并送达 本协议每一方签字栏中规定的地址。 此类通知被视为在发送之日后的工作日收到。

Any notice from one Party to the other Party under this Agreement must be given in writing (email is sufficient) delivered to the address set forth in each Party's signature block to this Agreement. Such notices are deemed received the Business Day following the date of sending.

C. 除非得到未违约一方的明确书面同意，否则不可视为该方放弃了任何追究违约责任的权利。

No breach of any provision of this Agreement shall be waived except with the express written consent of the Party not in breach.

D. 如果任何法院或其他主管当局认定本协议的任何规定是非法或不可执行的，本协议的其他规定将继续有效。如果任何非法或无法执行的条款在删除其中一部分后将称为合法或可执行的，则该部分将被视为已删除，其余条款将继续有效（除非这与当事方的明确意图相抵触，在这种情况下，整个相关规定将被视为已删除）。

If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

E. 本协议不得更改，除非通过由双方或双方代表签署的书面文件完成。

This Agreement may not be varied except by a written document signed by or on behalf of each Party.

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User shall not, without the prior written consent of PDF, assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

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This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

H. 本协议构成双方关于本协议主题的完整合同，并取代双方先前有关本协议主题的一切合意、安排和谅解。

This Agreement shall constitute the entire agreement between the Parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the Parties in respect of that subject matter.

I. 本协议应受香港法律管辖并据其解释。 PDF 和用户同意按照在提交仲裁通知时有效的《香港国际仲裁中心管理仲裁规则》，由香港国际仲裁中心（"HKIAC"）专属管辖仲裁解决，仲裁地点亦在 HKIAC 机构所在地仲裁庭应由三（3）名仲裁员组成，首席仲裁员的国籍不得与任何一方的国籍相同。仲裁地为香港。仲裁程序以英语进行，仲裁裁决为终局裁决，对双方均具有约束力。尽管有上述规定，任何一方均可在具有管辖权的任何法院中根据本协议寻求禁令或其他衡平法救济。双方同意，《联合国国际货物销售合同公约》（1980年）被明确排除在本协议之外，不适用于本协议。

This Agreement shall be governed by and construed in accordance with the laws of Singapore excluding the choice of law rules. PDF and User consent to the exclusive jurisdiction and venue of the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules")in force when the Notice of Arbitration is submitted. The arbitral tribunal shall consist of three (3) arbitrators selected in accordance with the SIAC Rules. The presiding arbitrator having a nationality other than that of any Party. The seat of arbitration shall be Singapore. The arbitration proceedings shall be conducted in English, and the arbitral award shall be final and binding on both Parties. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief under this Agreement in any court of competent jurisdiction. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and shall not apply to this Agreement.

J. 本合同以中、英文版本签订，当两种版本有差异时，以英文版本为准。

The Agreement is written in both Chinese and English versions. In the event of discrepancy of two versions, the English version shall prevail.

K. 本协议可以通过电子/数字签名、传真副本或扫描的图像（例如，通过电子邮件交换）或其他方式在两个或多个文件副本上签署，每个文件副本均视为原件，并且共同构成一份文书。

This Agreement may be executed by, among other manners, electronic/digital signature, fax copies or scanned images (e.g., exchanged via e-mail) in two or more counterparts, each of which are deemed an original and which together constitute one instrument.

11. 期限和终止

Term and Termination

A. 本协议应自生效日起生效，并自生效日起十二（12）个月内（"期限"）有效，本协议将在此之日自动终止，但有可能提前终止，如下所述。

This Agreement shall come into force upon the Effective Date and continue in force for twelve (12) months from the Effective Date (the "**Term**"), upon which this Agreement shall terminate automatically, subject to earlier termination as follows.

B. 任何一方均可通过书面通知另一方终止本协议。

Either Party may terminate this Agreement by giving to the other Party written notice of termination.

C. 本协议终止后，本协议的所有条款将失效，但下列条款除外，这些条款应继续完全有效（在其明确表明的期限内或无限期）：3.C，4、6、7、8 和 10 条 。

Upon termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, except the following provisions, which shall survive and continue in full effect (in accordance with their express terms or otherwise indefinitely): Sections 3.C., 4, 6, 7, 8, and10.

D. 除本协议明确另有规定的外，本协议的终止不影响任何一方的已产生权利。

Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either Party.

为鉴证本协议，双方已通过其正式授权代表签署本协议如下。

WHEREUPON, THE PARTIES HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT.

PDF 方（**By "PDF"**）：	用户方（**By "USER"**）：
普迪飞半导体技术（上海）有限公司	公司名称**(Company Name):** _____
PDF SOLUTIONS SEMICONDUCTOR TECHNOLOGY (SHANGHAI) CO. LTD.	注册**(Registration #)**_____
上海市杨浦区政学路 51 号弘源创新大厦 2 号楼 12 层 1203-1204 单元	地址(Address): _____
Unit 1203-1204, 12th Floor, Building 2, Hongyuan Innovation Building, No. 51 Zhengxue Road, Yangpu District, Shanghai (PRC)	
	邮箱(Email):_____

副本发送至：legal.department@pdf.com

With a copy to: legal.department@pdf.com

签字（盖章）(Chop or Signature): _____	签字（盖章）(Chop or Signature):_____
根据情况适用	根据情况
If applicable,	If applicable,
印刷体(Printed Name): _____	印刷体(Printed Name): _____
职务(Title): _____	职务(Title): _____
日期(Date):_____	日期(Date): _____

附件 1：定义　　**Appendix 1: Definitions**

在本协议中

In the Agreement:

"帐户"是指使用户员工得以访问和使用 Exensio-Hosted 服务的帐户。

"**Account**" means an account enabling an employee of User to access and use the Hosted Services.

"关联企业"是指由某个缔约方控制、控制该缔约方或与该缔约方处于共同控制之下的实体。 控制是指控制者直接或间接拥有或控制着受控实体百分之五十（50%）以上股份或具有决策权的所有者权益。 在这样的所有权或控制权存续期间，该实体即被视为关联企业。

"**Affiliate**" as used herein means an entity that is controlled by a Party, controls that Party, or is under common control with that Party. Control means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity or person. An entity is considered to be an Affiliate so long as such ownership or control exists.

"本协议"是指本文本中体现出的协议，包括本文本所附的任何附录以及对本协议的不时修改。

"**Agreement**" means this agreement including any appendices attached hereto and any amendments to this Agreement from time to time.

"工作日"是指中华人民共和国境内除银行歇业日和公共假日以外的任何工作日。

"**Business Day**" means any weekday other than a bank or public holiday in The People's Republic of China.

"用户机密信息"是指用户在期限内向 PDF 披露并被标记为"秘密"的的信息以及所有用户数据。

"**User Confidential Information**" means information disclosed by User to PDF during the Term that at the time of disclosure was marked as "confidential" and all User Data.

"用户数据"是指所有用户上传或存储在平台上，或者平台应用户触发而传输， 或者用户提供给 PDF 用以上传、传输或存储在平台上，或者 由用户使用 Exensio-Hosted 服务在平台生成的所有数据、工作成果和材料（但不包括与平台使用和服务器日志文件有关的分析数据）。

"**User Data**" means all data, works and materials: uploaded to or stored on the Platform by the User; transmitted by the Platform at the instigation of the User; supplied by User to PDF for uploading to, transmission by, or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by User (but excluding analytics data relating to the use of the Platform and server log files).

"文档"是指由 PDF 生成并交付或提供给用户的关于 Exensio-Hosted 服务的文档。

"**Documentation**" means the documentation for the Hosted Services produced by the PDF and delivered or made available by PDF to User.

"生效日"是指 PDF 在本协议完全签署后指定的日期，并标注在本协议首页的顶部。

"**Effective Date**" means the date assigned by PDF after full execution of this Agreement and referenced at the top of the first page of the Agreement.

"Hosted 服务"是指 Exensio® Hosted 应用程序，根据本协议，PDF 将它通过因特网提供给用户使用。

"**Hosted Services**" means *Exensio® Hosted* applications, which will be made available by PDF to User as a service via the Internet in accordance with this Agreement.

"Hosted 服务缺陷"是指平台中对 Hosted 服务的操作、功能或性能产生不利影响的缺陷、错误或瑕疵。

"**Hosted Services Defect**" means a defect, error or bug in the Platform having an adverse effect on the operation, functionality, or performance of the Hosted Services.

"Hosted 服务规格"是指文档中列出的关于平台和 Hosted 服务的规格（如果有）

"**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in in the Documentation, if any.

"知识产权"是指在世界任何地方的所有知识产权，无论是可注册的还是不可注册的、已注册的或未注册的，包括对此类权利的任何申请或申请权（这些"知识产权"包括版权和相关权、数据库权 、秘密信息、商业秘密、专有诀窍、

公司名称、商号、商品商标、服务商标、假冒产品权、不正当竞争权、专利、小专利、实用新型、半导体布图权和外观设计权）。

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

"平台"是指由 PDF 管理并由 PDF 用于提供 Hosted 服务的平台，包括 Hosted 服务的应用程序和数据库软件、用于提供 Hosted 服务的系统和服务器软件以及运行此类软件的计算机硬件。

"**Platform**" means the platform managed by PDF and used by PDF to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed.

" PDF 机密信息"指平台、Hosted 服务及其使用的应用程序，以及在本协议期限内在执行本协议过程中或者正在 PDF 的销售和营销工作中而披露给用户或由用户知悉的所有其他有关 PDF 的非公开或专有信息。

"**PDF Confidential Information**" means the Platform, Hosted Services and applications accessed thereby, and all other non-public confidential or proprietary information of PDF disclosed to, or learned by, User in connection with this Agreement or the sales and marketing efforts of PDF during the Term of this Agreement.

"更新"是指任何平台软件的修补程序或补丁。

"**Update**" means a hotfix or patch to any Platform software.