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6. **Confidentiality obligations 保密义务**

A. Each Party shall: 各方应：

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(ii) 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, 为另一方的机密信息保密，采取如同保护自身最有价值的机密信息和专有信息相同级别但不低于合理程度的保护;而且，

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D. This Section 6 imposes no obligations upon either Party with respect to the other Party's Confidential Information that: 本第 6 条规定任何一方就另一方的机密信息规定无以下义务：

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    C. The User acknowledges that 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. 用户确认，PDF 不会根据本协议或与托管服务相关的内容提供任何法律、财务、会计或税务建议;PDF 不保证或声明托管服务或用户使用托管服务不会引起用户或任何其他人的任何法律责任。

    D. **NO WARRANTY, INCLUDING AS TO THE ACCURACY, COMPLETENESS, SECURITY, OR SUITABILITY OF SOFTWARE OR INFORMATION, OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, ARE MADE BY PDF UNDER THIS AGREEMENT. THE PLATFORM, HOSTED SERVICES, APPLICATIONS, AND ALL SOFTWARE ARE PROVIDED "AS IS."** PDF 在本协议项下不作任何保证，包括软件或信息的准确性、完整性、安全性或适用性，也不作适销性、适合特定目的、所有权或不侵权的保证。平台、托管服务、应用程序和所有软件均按"原样"提供。

8. **Limitations and exclusions of liability 责任的限制和排除**

    A. **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, data, or wasted expenditure or corruption of any data, database or software, or indirect, incidental, special, punitive, or consequential damages or losses suffered by User or any third party, in any case, whether reasonably foreseeable or not, in relation to this Agreement or for any non-performance by PDF hereunder.** 用户在此确认并同意，在任何情况下，与本协议有关或 PDF 不履行本协议项下的任何行为，无论用户或任何第三方是否合理可预见，对于商誉、业务、使用或生产、收入或利润、预期的节省、数据或浪费的支出或任何数据、数据库或软件的损坏或损失，或间接的、偶然的、特殊的、惩罚性的或后果性的损害或损失，PDF 在合同、侵权(包括疏忽)或其他方面均不承担任何责任。

    B. 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. 本第 8 条和本

协议其他地方规定的责任限制和免责适用于本协议项下产生的或与本协议有关的所有责任，包括合同、侵权行为(包括疏忽)和违反法定义务产生的责任。

9. **Subcontracting and Affiliates 分包和关联公司**

   A. PDF may subcontract all or any part of its obligations under this Agreement without the prior consent of User. PDF 可在未经用户事先同意的情况下，将其在本协议项下的全部或任何部分义务分包给分包商。

   B. Notwithstanding anything herein, references to PDF herein shall be to PDF Solutions Semiconductor Technology (Shanghai) Co., Ltd. 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. 无论任何规定，此处提及的 PDF 为普迪飞半导体技术（上海）有限公司及其所有关联公司，任何此类实体均可在无需事先通知用户或征得用户同意的情况下履行本协议规定的职责/义务。

10. **Export Control 出口控制**

   User acknowledges that the use of the Hosted Services and the Platform may be subject to applicable export and import control or sanctions laws and regulations (collectively, the "Laws"). Notwithstanding anything to the contrary, availability and any PDF obligations to provide the Hosted Services and the Platform are subject to such Laws, and the User agrees that in the event such Laws restrict PDF from providing the Hosted Services, PDF will be excused from such obligation without liability, penalty, or compensation. User confirms it will comply with any such applicable Laws, and without limiting the foregoing, (i) will not export, reexport, transfer, or divert the Hosted Services to a country, entity, or individual without a required license or other government authorization, in violation of any applicable Laws of any jurisdiction; and (ii) will not export, reexport, transfer, divert, or allow any third party to use the Hosted Services in any activities related to the development, production, storing or testing of nuclear, chemical or biological weapons or missiles. User certifies that he or she does not develop, produce, maintain, or use military items, that he or she is not a military end-user, and that the PDF Hosted Services are not intended for a military end-use or military end-user.

   用户确认，使用托管服务和平台可能受适用的进出口管制或制裁法律法规(统称"法律")的约束。无论是否有任何相反的规定，PDF 提供托管服务和平台的可用性和任何义务都受此类法律的约束，并且用户同意，如果此类法律限制 PDF 提供托管服务，PDF 将免于承担此类义务，而无需承担责任、罚款或赔偿。用户确认其将遵守任何此类适用的法律，并且在不限制上述规定的情况下，(i)在没有所需许可证或其他政府授权的情况下，不会违反任何司法管辖区的任何适用法律，将托管服务出口、再出口、转让或转移到任何国家、实体或个人;以及(ii)不出口、再出口、转让、转移或允许任何第三方将托管服务用于与核武器、化学武器或生物武器或导弹的开发、生产、储存或测试有关的任何活动。用户证明他或她不开发、生产、维护或使用军事物品，他或她不是军事最终用户，并且 PDF 托管服务不打算用于军事最终用途或军事最终用户。

11. **General 通用条款**

   A. Capitalized terms used herein and not defined herein have the meanings given them in Section 13. 本协议中使用但未定义的大写术语具有第 13 条中规定的含义。

   B. Any notice required or permitted under this Agreement shall be given in writing by email only, to the email address for each party set forth in each Party's signature block to this Agreement. Notice shall be effective one day after sending. 本协议要求或允许的任何通知均应以书面形式通过电子邮件发送至本协议各方签名栏中规定的各方电子邮件地址。通知应在发送后一天生效。

   C. No breach of any provision of this Agreement shall be waived except with the express written consent of the Party not in breach. 除非未经未违约方明确书面同意，否则不得视为该方放弃追究违反本协议任何条款的行为的权利。

   D. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The affected clause shall be interpreted in such a manner as to render it enforceable while attempting to closely approximate the intent and the economic effect of the affected clause. 如果本协议的任何条款根据适用法律被认定为无效、非法或不可执行，则其余条款的有效性、合法性和可执行性不得因此受到影响或损害。应尽量考虑该涉及条款的意图和经济影响而对该涉及条款做出使其具有可执行性的解释，。

   E. This Agreement may not be varied except by a written document signed by or on behalf of each Party. 除非各方或其代表签署书面文件，否则不得更改本协议。

   F. 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. Any attempted assignment shall be void. 未经 PDF 事先书面同意，用户不得转让、转让、收费、许可或以其他方式处理或处置本协议项下的任何合同权利或义务。任何试图进行的转让均无效。

   G. 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 to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party. 本协议是为双方的利益而订立的，不旨在使任何第三方受益，也不可由任何第三方强制执行。

双方终止、撤销或同意本协议项下或与本协议有关的任何修订、弃权、变更或和解的权利不受任何第三方同意的约束。

H. PDF and/or its licensors shall have the right to audit User's compliance with this Agreement upon reasonable notice, at its expense, and at reasonable times. User agrees to reasonably cooperate in any such audit to ensure a complete and accurate audit by PDF and/or its independent auditors. PDF 和/或其许可方有权在履行合理通知后，在合理的时间，自费审核用户对本协议的遵守情况。用户同意在任何此类审计中合理配合，以确保 PDF 和/或其独立审计师进行完整准确的审计。

I. 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. This Agreement may not be modified or altered except by a writing duly executed by PDF and User. 本协议应构成双方就本协议内容达成的全部协议，并应取代双方之前就该内容所达成的所有协议、安排和谅解。除非 PDF 和用户正式签署书面协议，否则不得修改或更改本协议。

J. No waiver by either Party of any breach of any provision of this Agreement shall be construed as a waiver of that or any other provision on any other occasion. 任何一方对违反本协议任何条款的弃权均不得解释为在其他情况下对该条款或任何其他条款的弃权。

K. This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China ("PRC") and both Parties consent and hereby submit to the exclusive jurisdiction and exclusive venue in the People's Court for the Yangpu District, Shanghai, PRC for adjudication of any dispute arising out of or in connection with this Agreement. 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. 本协议受中华人民共和国法律管辖，并根据中华人民共和国法律进行解释，双方同意并在此将由本协议引起的或与本协议有关的任何争议的专属管辖权和专属审判地为中华人民共和国有上海市杨浦区人民法院。双方同意，《联合国国际货物销售合同公约》（1980 年）明确排除在本协议之外，不适用于本协议。

L. User agrees that by click accepting the terms of this Agreement online (e.g., by electing to submit the registration form), User agrees to be bound by all of the terms and conditions stated in this Agreement, and that if User does not so agree, User will not click accept the Agreement (or submit the registration form) and will not use or access the Hosted Services or the Platform. 用户同意，通过在线点击接受本协议的条款（例如，通过选择提交注册表），用户同意受本协议中规定的所有条款和条件的约束，如果用户不同意，用户将不会点击接受协议（或提交注册表）并且不会使用或访问托管服务或平台。

12. Termination 终止

A. This Agreement shall continue in force until terminated by either the User or PDF, which either Party may do at any time in its discretion upon written notice to the other (email is sufficient). 本协议应继续有效，直到用户或 PDF 终止，任何一方均可在书面通知（电子邮件即可）另一方后自行决定终止。

B. Upon termination of this Agreement, all of the provisions of this Agreement, including User's right to use the Hosted Services shall cease. Notwithstanding the foregoing, the following provisions of the Agreement shall survive and continue in full effect (in accordance with their express terms or otherwise indefinitely): Sections 3.C., 4, 6, 7, 8, 10, 11, 12, and 13. 本协议终止后，本协议的所有条款，包括用户使用托管服务的权利，均应终止。尽管有上述规定，本协议的以下条款应继续有效（根据该条款的明确规定否则无限期有效）：第 3.C.条、第 4 条、第 6 条、第 7 条、第 8 条、第 10 条、第 11 条、第 12 条和第 13 条。

C. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either Party. 除非本协议另有明确规定，否则本协议的终止不影响任何一方的应计权利。

13. Definitions 定义

- "**Account**" means an account enabling a User to access and use the Hosted Services. "帐户"是指允许用户访问和使用托管服务的帐户。

- "**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. 本协议中使用的"关联方"是指由一方控制、控制该方或与该方被共同控制的实体。控制是控制实体或个人直接或间接拥有或控制受控实体的百分之五十（50%）以上的股份或所有权权益形成具有对该受控实体的决策权。只要存在该所有权或控制权，该实体就被视为关联方。

- "**Agreement**" means this agreement including any appendices attached hereto and any amendments to this Agreement from time to time. "协议"是指本协议，包括本协议所附的任何附录以及不时对本协议的任何修订。

- "**Business Day**" means any weekday other than a bank or public holiday in Santa Clara County, California (USA). "工作日"是指除美国加利福尼亚州圣克拉拉县的银行或公共假日以外的任何工作日。

- "**Data Security incident**" or "**DSI"** means any event that results in unauthorized access or use, loss, disclosure, modification or destruction of PDF Confidential Data or User Data whether accidental or deliberate. "数据安全事件"或"DSI"是指意外或故意导致未经授权访问或使用、丢失、披露、修改或破坏 PDF 机密数据或用户数据的任何事件。
- "**Documentation**" means the documentation for the Hosted Services produced by the PDF and delivered or made available by PDF to User. "文档"是指由 PDF 制作并通过 PDF 交付或提供给用户的托管服务文档。
- "**Hosted Services**" means *Exensio®* applications made available by PDF to User as a service (via the Internet) in accordance with this Agreement. "托管服务"是指 PDF 根据本协议以服务形式（通过互联网）向用户提供的 Exensio®应用程序。
- "**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. "托管服务缺陷"是指平台中对托管服务的操作、功能或性能产生不利影响的缺陷、错误或漏洞。
- "**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in in the Documentation, if any. "托管服务规范"是指文件中规定的平台和托管服务规范（如有）。
- "**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). "知识产权"是指世界上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，已经注册的还是未注册的，包括此类权利的任何申请或申请权（以及这些"知识产权"包括版权和相关权利、数据库权利、机密信息、商业秘密、专有技术、企业名称、商品名称、商标、服务标志、反假冒权、反不正当竞争权、专利、小专利、实用新型、半导体拓扑图权利和设计权）。
- "**Party**" means PDF or User, and "**Parties**" means both PDF and User. "一方"指 PDF 或用户，"双方"指 PDF 和用户。
- "**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. "PDF 机密信息"是 PDF 向用户披露或由用户了解的与本协议有关的平台、托管服务和由此访问的应用程序以及在本协议有效期内有关 PDF 销售和营销工作的所有其他非公开的 PDF 机密或专有信息。
- "**Platform**" means the collection of online resources, typically provided via a third-party commercial cloud service provider, 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 resources on which that application, database, system and server software is installed and operates. "平台"是指在线资源的集合，通常通过第三方商业云服务提供商提供，由 PDF 管理，并由 PDF 用于提供托管服务，包括托管服务的应用程序和数据库软件，用于提供托管服务的系统和服务器软件，以及已安装并运行的应用程序、数据库、系统和服务器软件。
- "**Update**" means a hotfix or patch to any Platform software. "更新"是指任何平台软件的修补程序或补丁。
- "**User**" means the individual who accepts this Agreement by click accepting it online. "**用户**"是指通过在线点击接受本协议而接受本协议的个人。
- "**User Confidential Information**" means information disclosed by User to PDF that at the time of disclosure was marked as "confidential" and all User Data. "用户保密信息"是指用户向 **PDF** 披露的在披露时被标记为"保密"的信息以及所有用户数据。
- "**User Content" means all User Data and User Results.** "用户内容"是指所有用户数据和用户结果。
- "**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. "用户数据"是指用户上传到平台或存储在平台上，由平台在用户的授意下传输，或由用户提供给 PDF 用于上传到平台、由平台传输或存储的所有数据、作品和材料。
- "**User Results**" means any output User generates from use of the Hosted Services 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). "用户结果"是指用户通过使用托管服务产生的任何输出，或平台因用户使用托管服务而产生的输出（但不包括与平台和服务器日志文件的使用相关的分析数据）。