NΛVVIS

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   process. Cameras are triggered automatically at a pre-defined distance interval. Mapping might include outdoor area and use of third-party

   technology.

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NavVis does not provide any warranty for Services, unless otherwise expressly agreed in writing. Except as expressly provided herein or in an individual agreement signed by both parties, NavVis disclaims and Licensee waives all representations, warranties, conditions or other terms (whether express, implied, or statutory), including in particular any warranty, condition, or term (a) of any implied warranties of merchantability, fitness for a particular purpose, reasonable care and skill, non-infringement, satisfactory quality, accuracy, or system integration, or (b) arising from any course of dealing, course of performance, or usage in the industry. To the extent permitted by law, if a warranty, condition, or term cannot be disclaimed, such warranty, condition, or term shall be limited in duration to the applicable express warranty period.

不作出质量保证。NavVis 不对经销商或除 NavVis 以外的任何一方所作的任何保证或陈述负责。尽管本最终用户许可协议有其他规定，NavVis 对直接从 NavVis 购买的 NavVis 软件的保证和义务应仅限于本章第 3 条（有限质量保证）。

除非另有书面明确约定，NavVis 不提供任何服务保证。除非本协议或双方签署的单独协议中有明确规定，否则 NavVis 弃权并且被许可方放弃所有陈述、保证、条件或其他条款（无论是明示、暗示或法定的），尤其包括（a）关于适销性、针对特定目的的适用性、合理的护理和技能、不侵权、令人满意的质量、准确性或系统集成，或（b）因行业内的任何交易过程、履行过程或使用而产生的任何保证、条件或条款。在法律允许的范围内，如果保证、条件或条款不能被免除，则该保证、条件或条款的有效期应以适用的明示保证期为限。

c) **Warranty exclusion**. The following errors are excluded from NavVis' warranty: (i) insignificant defects, including but not limited to errors that can be easily corrected (by workaround to the extent reasonable) and will not show up as a performance defect; (ii) defects that result from modification, alteration or enhancement by anyone other than NavVis itself in provision of maintenance and support services or as otherwise agreed; (iii) defects that result from Licensee's use of an operating and/or installation environment, software, hardware, firmware, data, or technology not provided or approved in writing by NavVis; (iv) or from any telecommunications medium used by Licensee.

Further, warranty does not cover claims (v) resulting from neglect and misuse, (vi) resulting from any use in violation of this EULA, Documentation and instructions by NavVis, including but not limited to, if any unauthorized User is granted access to and use of the Software, (vii) resulting from use of a superseded version provided the infringement would have been avoided

by the use of a then-current release for which Licensee was eligible for and (vii) for Upgrades, updates, patches etc. for which the Software was not eligible.

质量保证范围。以下错误不在 NavVis 的质量保证范围内：（ⅰ）无关紧要的缺陷，包括但不限于（通过合理的变通方法）易于纠正的错误，并且不会表现为性能缺陷的错误；（ⅱ）因 NavVis 本身以外的任何人在提供维护和支持服务或按照其他协议而进行的修改、变更或增强导致的缺陷；（ⅲ）因被许可人使用未经 NavVis 提供或书面批准的操作和/或安装环境、软件、硬件、固件、数据或技术而导致的缺陷；（ⅳ）或从被许可方使用的任何电信媒介获得的。

此外，质量保证不涵盖（ⅴ）由于疏忽和滥用而引起的索赔、（ⅵ）由于 NavVis 违反本最终用户许可协议、文档和说明的任何使用引起的索赔，包括但不限于任何未经授权的用户被授予访问和使用软件的权利、（ⅶ）由于使用被取代的版本而导致的侵权，前提是使用被许可方有资格使用的当前版本，以及（ⅶ）软件不具有资格的升级、更新、修补程序等来避免侵权。

d)   Licensee is not authorized to rectify defects itself or have them rectified by any third party and claim reimbursement for expenses without prior confirmation from NavVis in writing.

未经 NavVis 事先书面确认，被许可方无权自行纠正或由任何第三方纠正缺陷，并要求报销费用。

e)   The warranty for the Software, including any eligible Upgrades, updates, patches etc. is in any case limited to twelve (12) months from the date of first delivery of the original Software and claims based on material defects or defects of title become time-barred thereafter. Software is deemed delivered when it is made available by NavVis for electronic download or delivered by NavVis on physical media (e.g. IMMS). Warranty work performed by NavVis creates neither an extension of the warranty period nor does it start a new warranty period afresh. In the event of willful act or gross negligence of NavVis, in case of malicious concealment of a defect, physical injury, guarantees and claims in accordance with mandatory product liability laws, the statutory limitation periods apply.

软件的质量保证，包括任何合格的升级、更新、修补程序等，在任何情况下，均限于自首次交付原软件之日起的十二（12）个月内，此后基于重大缺陷或所有权缺陷的索赔将被视为有时限的。当软件由 NavVis 提供电子下载或由 NavVis 在物理媒体（如 IMMS）上交付时，视为已交付软件。NavVis 执行的质量保证工作既不会延长质保期，也不会重新开始新的质保期。如果 NavVis 有故意行为或重大过失，根据强制性产品责任法律恶意隐瞒缺陷、人身伤害、担保和索赔，则适用法定时效期限。

f)   Defects shall be documented by Licensee in a manner comprehensible to NavVis (e.g. in the case of material defects by means of screenshots, pictures, error messages and defect records) and shall be reported in writing immediately after determination of any such defect. NavVis requires that all warranty claims are accompanied by a proof of purchase or subscription (sales receipt or order confirmation), Licensee name and contact information to allow verification of the date of purchase or subscription and delivery. Where proof of purchase or subscription is not provided, NavVis reserves the right to classify the defect a non-warranty case and to charge a service fee and/or charge for parts replaced or repaired.

被许可方应以 NavVis 可理解的方式记录缺陷（例如，在出现重大缺陷的情况下，通过截图、图片、错误信息和缺陷记录），并在确定任何此类缺陷后立即以书面形式报告。NavVis 要求所有质量保证索赔都必须附有购买或订购证明（销售收据或订单确认），被许可方名称和联系信息，以便核实购买或订购日期和交付日期。如果未提供购买或订购证明，NavVis 保留将缺陷归类为非质量保证情况的权利，并收取服务费和/或更换或修理零件的费用。

g)   **Warranty**. NavVis warrants that the Software at the time of first delivery will be free from (i) defects as to quality and title and (ii) known viruses.

质量保证。NavVis 保证，在首次交付时，软件将不存在（ⅰ）质量和产权方面的缺陷和（ⅱ）已知病毒。

i.   NavVis will rectify the defect through elimination of the defect/repair or provision of a defect-free substitute at NavVis' choice and free of charge within an appropriate period. It is Licensee's responsibility to backup any data, software, or other material associated with the Software. NavVis will not be responsible for any data, software or material that is lost or reformatted. To the extent reasonable for Licensee and provided it does not considerably impair the agreed use, NavVis may rectify the defect by providing an update, upgrade or more recent version of the Software or a technical workaround by means of written or remote instructions and/or by way of corrective tool or software, whereas Licensee is obliged to implement such instructions, to enable remote data transmission or remote access by NavVis as necessary. The Licensee may refuse to remote data transmission and remote access for good reason. In such case Licensee must provide other means for implementing the instruction and/or corrective tool or software.

NavVis 将通过消除缺陷/维修或提供由 NavVis 选择的无缺陷替代品来纠正缺陷，并在适当的期限内免费提供。被许可方有责任备份与软件相关的任何数据、软件或其他材料。NavVis 对丢失或重新格式化的任何数据、软件或材料概不负责。在被许可方合理的范围内，并且在不严重损害协议用途的前提下，NavVis 可以通过书面或远程指令和/或通过提供软件的更新、升级或更新版本或技术解决方法来纠正缺陷，同时被许可方有义务执行此类指令，以便在必要时允许 NavVis 进行远程数据传输或远程访问。被许可方亦可以合理理由拒绝远程数据传输或远程访问，但此时被许可方必须提供其他方法以便执行上述指令和/或纠正工具或软件。

ii. If a defect cannot be rectified within a reasonable period, or if repair or delivery of a substitute can be deemed to have failed for other reasons, then Licensee may demand reduction of the Fee. Supplementary performance has not failed until NavVis has unjustifiably refused to rectify or has been given adequate opportunities to rectify the defect considering the complexity of the matter and the circumstances, but at least three (3) opportunities. NavVis may refuse to rectify the defect and refer Licensee to its right to rescind or terminate the contract if it is only possible for NavVis at unreasonable expenses.

Alternative to reduction of the Fee, Licensee may rescind the contract provided that the claimed defect is not immaterial. In case of rescission, NavVis will refund payment less compensation for use (limited use due to defect for which NavVis is liable) and deterioration.

如果缺陷不能在合理的期限内得到纠正，或者如果替代品的维修或交付被认为由于其他原因而失败，被许可方可以要求降低费用。鉴于问题和具体情况的复杂性，在 NavVis 不合理地拒绝纠正或给予足够的机会纠正缺陷之前，在至少有三（3）次机会的情况下的补充履行不视为失败。如果 NavVis 需要为此支付不合理的费用，则 NavVis 可以拒绝纠正缺陷，并有向被许可方提出解除或终止合同的权利。

除了降低费用以外，只要所声称的缺陷不是无关紧要的，被许可方可以撤销合同。在撤销合同的情况下，NavVis 将退还付款并扣除使用（因 NavVis 应承担责任的缺陷造成的有限使用）和损坏的赔偿。

iii. NavVis will at its absolute discretion rectify defects in title by way of (a) obtaining for Licensee a non-exclusive license to continue using the Software; (b) replacing the infringing portion to the extent reasonable for Licensee in consideration of the agreed purpose of use; or (c) modifying the infringing portion without unreasonable degradation in functionality in order to make it non-infringing. In case rectification is not possible, NavVis will take back the infringing portion thereof and refund payment less compensation for use and deterioration.

NavVis 将自行决定通过以下方式纠正所有权上的缺陷：（a）为被许可方获得继续使用软件的非排他性许可；（b）在考虑到约定使用目的的情况下，在被许可方合理的范围内更换侵权部分；或者（c）修改侵权部门而不造成功能上的不合理损坏，以使其不侵权。如无法整改，NavVis 将收回其侵权部分，以及退还付款并扣除使用和损坏的赔偿。

h) Licensee is obliged to mitigate damages and loss.

被许可方有义务减轻损害和损失。

i) Unless otherwise expressly agreed, the place of performance shall be Licensee's registered business address specified in the Quotation or order confirmation.

除非另有明确约定，否则履行地点应为报价单或订单确认书中规定的被许可方注册的营业地址。

j) NavVis reserves the right to invoice Licensee for costs (i) arising as a result of Allocation or reallocation of the Software by Licensee to a location other than the contractually agreed; (ii) arising as a result of Licensee culpably failing to comply with its obligations to cooperate in accordance with this EULA; (iii) based on material defects in the Software which are asserted by Licensee but do not exist; (iv) exclusively arising as a result of culpable faulty operation (including material defects in the Software); and/or (v) based on non-observance of the Documentation and instructions.

NavVis 保留向被许可方开具发票的权利：（i）因被许可方将软件分配或重新分配到合同约定以外的地点而产生的费用；（ii）因被许可方未能按照本最终用户许可协议履行其合作义务而产生的费用；（iii）基于被许可方声称但不存在的软件中的重大缺陷；（iv）完全由于应承担责任的错误操作（包括软件中的重大缺陷）而产生的；和/或（v）基于不遵守文档和说明的情况。

k) This Section 3 (Limited Warranty) states NavVis's total obligation and the sole remedy available to Licensee regarding any claims for defect.

本第 3 条（有限质量保证）规定了 NavVis 的全部义务以及被许可方就任何缺陷索赔可获得的唯一补救措施。

III. GENERAL PROVISIONS/总则

In the event of conflict between the terms of this Section III (General Provisions), the terms of Section II (License) shall prevail.

如果本第 III 章（总则）的条款之间存在冲突，应以第 II 章（许可）的条款为准。

4. REFERENCE TO THE GTC/通用销售条款的参考

a) This EULA is a supplement to the GTC (available at https://www.navvis.com/hubfs/documents/GTC_China.pdf) and the provisions of the GTC shall apply where this EULA is silent, including but not limited to Section 1 (Application, Amendment), Section 2 (Conclusion of Contract, Ordering Process), Section 4 (Prices, Payment), Section 5 (Regulations, Importer of Record), Section 6 (Delivery, Transfer of Risk and Cancellation) and Section 9 (Confidential Information, Naming as Reference Customer) provided however, that references to the GTC therein shall be understood to refer to this EULA. This EULA is made in Chinese and English. In case of discrepancy between the two language versions, the English version shall prevail.

本最终用户许可协议是对通用销售条款的补充（可在 https://www.navvis.com/hubfs/documents/GTC_China.pdf 上获得），在本最终用户许可协议未作规定的情况下，通用销售条款的规定应适用，包括但不限于第 1 条（应用、变更）、第 2 条（合同订立、订购流程）、第 4 条（价格、付款）、第 5 条（规定、进口商的记录）、第 6 条（交付、风险转移和取消）和第 9 条（保密信息、指定为参考客户），但是，其中提及的通用销售条款应被理解为提及本最终用户许可协议。本最终用户许可协议以中文和英文书就。如果两种语言版本之间存在差异，则以英文版本为准。

5. OWNERSHIP/所有权

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b) NavVis prices its Software, among other factors, based on the limited set of capabilities made available to Licensee. Licensee shall not extend the Software to enable or unlock capabilities of the Software not specifically identified by NavVis as forming part of the specified License functionality.

除其他因素外，NavVis 的软件定价是基于被许可方所拥有的有限功能集。被许可方不得扩展软件以启用或解锁未经 NavVis 明确标识为构成指定许可功能一部分的软件功能。

c) In no event shall Licensee be entitled to demand the source code for the Software.

在任何情况下，被许可方无权要求软件的源代码。

6. LICENSEE'S OBLIGATIONS/被许可方的义务

a) The setup of a functional hardware and software environment for the Software shall be solely in Licensee´s responsibility. The same shall apply to regular data backup. Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Software, SaaS or Data and will notify NavVis promptly of any such unauthorized access or use. Licensee will use the Software, SaaS or Data only in accordance with this EULA, the applicable Documentation and applicable laws and regulations.

为软件设置功能性硬件和软件环境应完全由被许可方负责。这同样适用于定期数据备份。被许可方将尽商业上合理的努力防止未经授权访问或使用软件、SaaS（软件服务化）或数据，并将立即通知 NavVis 任何此类未经授权的访问或使用。被许可方将仅根据本最终用户许可协议、适用文档和适用法律法规使用软件、SaaS 或数据。

b) Licensee will not make any Software or SaaS obtained under this EULA available to or use any Software or SaaS for the benefit of, anyone other than Users authorized to use and access as agreed (e.g. as per Allocation). In any case, Licensee shall remain (i) responsible for compliance with the applicable terms and conditions, including the GTC and this EULA, and shall ensure that any third party is in compliance with any restrictions agreed between the parties (e.g. License is granted for a specific country) or by applicable and mandatory law and (ii) fully liable for any breach of (i).

被许可方不会将根据本最终用户许可协议获得的任何软件或 SaaS 供任何人使用，也不得将这些软件或 SaaS 用于受益于经许可（例如，按分配）授权使用和访问的用户以外的任何人。在任何情况下，被许可方应（i）负责遵守适用的条款和条件，包括通用销售条款和本最终用户许可协议，并应确保任何第三方遵守双方约定的任何限制（例如，为特定国家授予的许可）或适用的强制性法律，以及（ii）对任何违反（i）的行为承担全部责任。

c) Licensee may not transfer the License granted under this EULA to a third party without NavVis' prior written consent. If such consent is obtained, Licensee shall in no case retain any (partial) copies of the Software. The recipient of such transfer must agree to the then current EULA. Any purported sublicense, assignment, transfer, or encumbrance not in accordance with the foregoing is void.

未经 NavVis 事先书面同意，被许可方不得将根据本最终用户许可协议授予的许可转让给第三方。如果获得此类同意，被许可方在任何情况下都不得保留软件的任何（部分）副本。此类转让的接收者必须同意当时的最终用户许可协议。任何不符合上述规定的所谓再许可、分配、转让或留置均属无效。

d) Licensee may not (i) sell, resell, rent, lease or sublease, license, sublicense, distribute or otherwise make available, any Software, Services or Data, or include any Software, Services or Content or offer service bureau or outsourcing services with NavVis Products to a third party for production use without NavVis' prior approval, (ii) use any Software or Services to capture and store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iii) interfere with or disrupt the integrity or performance of any Software or Services or third-party data contained therein, (iv) attempt to gain unauthorized access to any Software, Services or Data or its related systems or networks, (v) permit direct or indirect access to or use of any Software, Services or Data in a way that circumvents a contractual usage limit, or use any Software or Services or parts thereof to access or use any of NavVis' intellectual property except as permitted, (vi) copy any Software or Services or any part, feature, function or user interface thereof, (vii) create any change, translation, adaptation, arrangement, addition, modification, extension, upgrade, update, improvement (including patentable improvements), new version, or other derivative work based on, incorporating, or using, the Software, (viii) use Data except as permitted herein, (ix) frame or mirror any part of any Software, Services or Data, unless explicitly agreed, (x) access any Software, Services or Data, in whole or in part, in order to build a competitive product or service or (xi) modify, adapt, translate, reverse engineer, decompile, disassemble, decrypt, port, emulate the functionality, reverse assemble, or otherwise reduce or attempt to discover any source code or underlying structures, ideas, or algorithms of the Software or Services or any confidential information or trade secret (to the extent such restriction is permitted by law).

被许可方不得（i）未经 NavVis 事先批准，出售、转售、出租或转租、许可、再许可、分销或以其他方式提供任何软件、服务或数据，或包括任何软件、服务或内容，或向第三方提供服务部门或使用 NavVis 产品的外包服务、（ii）使用任何软件或服务捕获和存储或传输侵权、诽谤或其他非法或侵权的材料，或使用任何软件或服务存储或传输侵犯第三方隐私权的材料，（iii）干扰或破坏其中包含的任何软件或服务或第三方数据的完整性或性能、（iv）试图获取未经授权访问任何软件、服务或数据或其相关系统或网络、（v）允许以规避合同使用限制的方式直接或间接访问或使用任何软件、服务或数据，或使用任何软件或服务或其任何部分访问或使用 NavVis 的任何知识产权，除非获得许可、（vi）复制任何软件或服务或其任何部分、特征、功能或用户界面、（vii）创建基于、合并或使用软件的任何更改、翻译、改变、安排、添加、修改、扩展、升级、更新、改进（包括可申请专利的改进）、新版本或其他衍生作品、（viii）除本协议允许的情况外使用数据、（ix）除非明确同意，对任何软件、服务或数据的任何部分进行帧或镜像、（x）访问任何软件、服务或数据的全部或部分，以构建有竞争力的产品或服务，或（xi）修改、改编、翻译、反向工程、反编译、反编汇、解密、移植、模仿软件或服务或任何保密信息或商业秘密（在法律允许的范围内）的功能性、反向汇编或以其他方式减少或试图发现任何源代码或底层结构、思想或算法。

e) Notwithstanding the above, if any of the Software is provided to Licensee in source code format (or any other format that can be modified), Licensee may modify such portion of the Software for the sole purpose of using the Software in accordance with this EULA. NavVis will solely own all modified portions and Licensee will irrevocably assign to NavVis in perpetuity all worldwide intellectual property and any other proprietary rights in and to any modifications of the Software.

尽管有上述规定，如果任何软件以源代码格式（或任何其他可以修改的格式）提供给被许可方，被许可方可以仅为按照本最终用户许可协议的目的而修改软件的该部分。NavVis 将完全拥有所有修改的部分，被许可方将不可撤销地永久转让 NavVis 在软件中所有全球知识产权和任何其他所有权以及对软件的任何修改。

f) **Suspension**. Any use of the Software or Services in breach of this EULA, by Licensee or User, that in NavVis' judgment threatens the security, integrity or availability of NavVis Software or Services, may result in NavVis' immediate suspension of the Software or Services, notwithstanding that NavVis will use commercially reasonable efforts to provide Licensee with notice and an opportunity to remedy such violation or threat prior to such suspension.

停用。被许可方或用户违反本最终用户许可协议使用软件或服务，且 NavVis 认为威胁到 NavVis 软件或服务的安全性、完整性或可用性，这可能导致 NavVis 立即停用软件或服务。NavVis 将尽商业上合理的努力下，向被许可方提供通知并在停用前提供补救此类违反或威胁的机会。

g) Licensee will not disclose to any third party the results of any benchmark or other performance, evaluation, or test run on or related to the Software.

被许可方不得向任何第三方披露软件上或与软件相关的任何基准或其他性能、评估或测试运行的结果。

h) **API & SDK.** Licensee may not permit any software products not licensed by NavVis to interface or interact with the Software, unless accomplished with use of the application program interface (API) or software development kit (SDK) provided by NavVis. NavVis is not responsible or liable for Licensee´s development or use of additional software code or software products using software developer tools, including API and SDK, provided by NavVis. Licensee will defend and indemnify NavVis against any claims, damages, costs, losses or expenses related to the development or use of such Licensee's software. Use rights and restrictions concerning the API and SDK are not subject to this EULA.

API 和 SDK。被许可方不得允许任何未经 NavVis 授权的软件产品与软件进行接口或交互，除非使用 NavVis 提供的应用程序接口（API）或软件开发工具包（SDK）完成。NavVis 不对被许可人使用 NavVis 提供的软件开发工具（包括 API 和 SDK）开发或使用其他软件代码或软件产品负责。被许可方将保护 NavVis 免受与开发或使用该被许可方的软件相关的任何索赔、损害、成本、损失或费用。有关 API 和 SDK 的使用权和限制不受本最终用户许可协议的约束。

7. **CLIENT CERTIFICATE, REGISTRATION/客户端证书、注册**

a) If required for the access to or use of the Software, NavVis will provide Licensee with client certificate(s) as agreed to allow Licensee access to the NavVis Software repository(s) to enable Licensee to install NavVis Software on its CPU. For service bureau or outsourcing services offering by Licensee for non-production use or as otherwise permitted in writing, if an end customer of Licensee wishes to host the Software on its own server, that end customer shall obtain a License and corresponding client certificate(s) as agreed directly from NavVis. Each Licensee shall remain responsible for timely updates, upgrades, patches, fixes modifications, ported versions, or new versions of the Software hosted on its CPU.

如果需要访问或使用软件，NavVis 将向被许可方提供约定的客户端证书，允许被许可方访问 NavVis 软件存储库，以便被许可方能够在其 CPU 上安装 NavVis 软件。对于服务部门或被许可方提供的非生产性使用或其他书面许可的外包服务，如果被许可方的最终客户希望在其自己的服务器上托管软件，则该最终客户应直接从 NavVis 获得许可和相应的客户端证书。每个被许可方应负责及时更新、升级、修补、修正、移植版本或其 CPU 上托管的软件的新版本。

b) A registration or activation with NavVis may be required for Licensee to utilize the full benefits of the Software.

被许可方可能需要向 NavVis 注册或激活，以充分利用软件的优势。

8. **SUPPORT/支持**

a) Any technical support required shall be subject to an active support program procured by Licensee in accordance with the then current NavVis support policy.

所需的任何技术支持应受被许可方根据当时的 NavVis 支持政策制定的有效支持计划的约束。

b) **Limited warranty.** Subject to compliance with this EULA and the support policy, NavVis warrants to Licensee that software maintenance and support services delivered to Licensee as procured and described in the then current version of the support policy (a) will be free of all known viruses at the time of first Delivery to Licensee; and (b) will perform substantially in accordance with the accompanying Documentation. Section 3 (Limited Warranty) of this EULA and Section 8 (Support Service, Non-Warranty Repair) of the GTC shall apply accordingly.

有限质量保证。在遵守本最终用户许可协议和支持政策的前提下，NavVis 向被许可方保证，交付给被许可方的软件维护和支持服务（例如在当时的支持政策版本中所采购和描述的）（a）在首次交付给被许可方时将不受所有已知病毒的影响；以及（b）将基本上按照随附的文档执行。本最终用户许可协议的第 3 条（有限质量保证）和通用销售条款的第 8 条（支持服务、非保证维修）应相应适用。

c) NavVis will aim to support Licensee in all aspects to the extent reasonable, however, NavVis shall have no responsibility to provide support services with respect to any problem caused by: (i) any software, device or other product not supplied by NavVis; (ii) use for a purpose other than the purpose for which it was designed; (iii) use on a platform or in an environment other than authorized by NavVis; or (iv) failure to install any Upgrade or other support software provided by NavVis.

NavVis 将在合理的范围内为被许可方提供各方面的支持，但是，NavVis 没有责任就以下原因引起的任何问题提供支持服务：（i）任何非 NavVis 提供的软件、设备或其他产品；（ii）用于其设计目的以外的目的；（iii）在非 NavVis 授权的平台或环境中使用；或（iv）未能安装 NavVis 提供的任何升级或其他支持软件。

9. DATA/数据

a) NavVis Hardware and Software, amongst other functionality, create Data. NavVis as author of the Data hereby assigns to Licensee the exclusive rights of use for all Data which is produced, created and generated by NavVis Hardware and Software provided NavVis maintains the exclusive right to use and modify the Data for Indoor Positioning and Indoor Navigation solutions. In this respect Licensee is permitted to use the Data for providing Indoor Positioning and Indoor Navigation solely by using NavVis Software, Customer shall not use any third-party positioning or navigation software or system.

除了其他功能外，NavVis 硬件和软件还可以创建数据。NavVis 作为数据的作者，在此将由 NavVis 硬件和软件生产、创建和声称的所有数据的专有使用权转让给被许可方，前提是 NavVis 保留针对室内定位和室内导航解决方案使用和修改数据的专有权利。在此方面，被许可方仅允许通过 NavVis 软件将数据用于提供室内定位和室内导航，客户不得使用任何第三方定位或导航软件或系统。

b) NavVis Software may enable the User to upload, store and manipulate User Generated Data and the Licensee represents and warrants to be the owner of all rights in and to all such User Generated Data required by applicable laws and regulations, including data protection law particularly. NavVis acquires no right, title or interest from Licensee or User under this EULA in or to User Generated Data. However, to the extent as permitted by applicable laws, Licensee and/or User hereby grants to NavVis a right to process, analyze, backup, etc. uploaded User Generated Data in order to fulfill its contractual obligations as well as to improve NavVis Products and Services.

NavVis 软件可以使用户上载、存储和处理用户生成的数据，被许可方声明并保证是适用法律法规（特别是数据保护法）要求的所有此类用户生成数据中的所有权利的所有者。NavVis 不从被许可方或用户处获得在本最终用户许可协议项下对用户生成数据的任何权利、所有权或利益。但是，在适用法律允许的范围内，被许可方和/或用户在此授予 NavVis 处理、分析、备份等上传用户生成数据的权利，以履行其合同义务，并改进 NavVis 产品和服务。

c) NavVis may collect and utilize technical information gathered as part of the Service to improve NavVis Products and/or to provide customized services to its Licensees. Such data will not be disclosed or disseminated to third parties except in an anonymized form and will be collected and processed in accordance with applicable data protection laws and regulations.

NavVis 可收集和利用作为服务的一部分而收集的技术信息，以改进 NavVis 产品和/或向其被许可方提供定制化服务。除以匿名形式外，此类数据不得披露或传播给第三方，并将根据适用的数据保护法律和法规进行收集和处理。

10. RIGHT OF INSPECTION, AUDIT/检查和审计的权利

a) The Software may contain or require a license key to prevent unauthorized installation or to enforce limits of the License and may contain devices or functionality to monitor Licensee´s compliance with this EULA.

软件可能包含或要求许可秘钥，以防止未经授权的安装或强制实施许可的限制，并且可能包含监控被许可方遵守本最终用户许可协

议的设备或功能。

b) NavVis' Software is subject to a limited Term and Volume. Licensee acknowledges that the Software may be delivered with embedded Time Clocks and mechanisms for Volume and agrees that NavVis is permitted to retrieve information regarding Licensee´s Production Use by Time Clocks and Volume Checking, as this is an essential part of the Fee and limitations and restrictions applicable for Licensee´s specific license. Licensee further acknowledges and agrees that Time Clocks and Volume Checks are not considered a defect of the Software and, to the extent permitted by applicable law, NavVis is not liable for any and all claims, however characterized, arising from or related to Time Clocks or Volume Checks or their operation.

NavVis 的软件受有限的期限和容量的限制。被许可方承认，软件可与嵌入式时钟和容量机制一起交付，并同意允许 NavVis 通过时钟和容量检查来检索与被许可方生产使用有关的信息，因为这是适用于被许可方特定许可的费用、限制、约束的重要部分。被许可方进一步承认并同意，时钟和容量检查不被视为软件的缺陷，在适用法律允许的范围内，NavVis 不对任何和所有由时钟或容量检查或其操作引起或与之相关的索赔（无论其特征如何）承担责任。

c) Compliance with the use rights granted under this EULA is the sole responsibility of Licensee. During the Term of this EULA and for twelve (12) months after, Licensee will maintain electronic and other records sufficient to confirm compliance with this EULA.

被许可方全权负责遵守本最终用户许可协议项下授予的使用权。在本最终用户许可协议有效期内及之后的十二（12）个月，被许可方将保留足以确认遵守本最终用户许可协议的电子和其他记录。

(i) Licensee will promptly and accurately complete and return any self-audit questionnaires, along with a certification by an authorized representative confirming that its responses to the questionnaire accurately and fully reflect its usage of the Software.

被许可方将及时准确地填写并返回任何自我审核调查表并附上授权代表的证明，以确认其对问卷的答复准确、充分地反映了其对软件的使用。

(ii) Furthermore, NavVis may - not more than once per year or upon reasonable concerns about Licensee´s compliance with this EULA - audit Licensee's records and computer systems (including servers, databases, and all other applicable software and hardware) to ensure compliance with this EULA. Licensee shall cooperate with the NavVis audit team and promptly and accurately respond to, database queries, location information, system reports, and other reports as requested and provide a certification by an authorized representative of Licensee confirming that information provided accurately reflects its usage of the Software.

Audits will be conducted during regular business hours and will not interfere unreasonably with Licensee´s business. NavVis will provide Licensee with minimum five (5) days prior notice of an audit. Licensee will allow NavVis to make copies of relevant records and copies which will be handled in compliance with all applicable data protection regulations.

此外，NavVis 每年不得超过一次或出于合理的考虑，对被许可方的记录和计算机系统（包括服务器、数据库和所有其他适用的软件和硬件）进行审计，以确保被许可方遵守本最终用户许可协议。被许可方应与 NavVis 审计团队合作，并根据要求及时、准确地回复数据库查询、位置信息、系统报告和其他报告，并由被许可方的授权代表提供一份证明，确认所提供的信息准确地反映了其对软件的使用情况。

审计将在正常工作时间进行，不会对被许可方的业务造成不合理的干扰。NavVis 将至少提前五（5）天向被许可方发出审计通知。被许可方将允许 NavVis 复制相关记录和副本，并按照所有适用的数据保护法规进行处理。

(iii) If Licensee is not in compliance, Licensee will be deemed to have acquired the use rights and must immediately pay the applicable Fees of the then current list price and taxes, and respective support fees, if applicable, for the past and the future to become compliant and reimburse all costs incurred by NavVis in performing the audit.

如果被许可方不符合要求，则被许可方将被视为已获得使用权，并且必须立即支付当时的清单价格和税费的适用费用，以及过去和未来的相应支持费用（如适用）以符合要求，并报销 NavVis 在执行审计过程中产生的所有费用。

11. **LIMITATION OF LIABILITY/责任限制**

a) Both parties are liable with regards to this EULA and each individual order pursuant to the following conditions:

双方应根据以下条件对本最终用户许可协议和每份单独订单承担责任：

i. Both parties are liable without restriction for loss or damage caused by intent (Vorsatz) by the respective party, its legal representatives or officers, and of subcontractors or other auxiliary persons (Erfüllungsgehilfen).

双方对因各自、其法定代表人或高级职员和分包商或其他辅助人员故意造成的损失或损害不受限制地承担责任。

ii. Both parties are liable without restriction for loss or damage resulting from death, physical injury or health impairment caused by the respective party, its subcontractors, legal representatives or other auxiliary persons.

双方对因各自、其分包商、法定代表人或其他辅助人员的死亡、人身伤害或健康损害造成的损失或损害不受限制地承担责任。

iii. Both parties are liable for loss or damage arising from the absence of assured characteristics (zugesicherte Eigenschaften) up to the amount encompassed by the purpose of the assurance and which was identifiable by the respective party at the time of giving the assurance.

双方对因缺乏被保证特性而产生相关的损失或损害承担责任，其金额应当以出于保证目的而涵盖的且在提供保证时被相关方得以识别的金额为限。

b) NavVis is liable for product liability losses and damage pursuant to the provisions of the Product Quality Law of the People's Republic of China.

根据《中华人民共和国产品质量法》的规定，NavVis 对产品责任损失和损害承担责任。

c) Both parties are liable for loss or damage caused by gross negligence (grobe Fahrlässigkeit) by the respective party, its legal representatives or officers and of subcontractors or other auxiliary persons, however with respect to indirect loss and indirect damage limited to losses and/or damages reasonably foreseeable by the respective party at the time of the performance and that would typically arise out the performance of the respective service. In any event consequential damages (e.g. due to production downtime) and damages for lost profit shall be excluded.

双方应对各自、其法定代表人或高级职员、分包商或其他辅助人员的重大过失造成的损失或损害负责。但是，对于间接损失和间接损害，仅限于履行时双方可合理预见的损失和/或损害，并且通常是履行各自服务时产生的损失和/或损害。在任何情况下，应排除间接损害（如由于生产停工）和利润损失。

d) Both parties are liable for loss or damage caused by negligence (Fahrlässigkeit) by the respective party, its legal representatives or officers and of other auxiliary persons, however limited to direct losses and/or direct damages reasonably foreseeable by the respective party at the time of the performance and that would typically arise out the performance of the respective service. In any event consequential damages (e.g. due to production downtime) and damages for lost profit shall be excluded. The aggregate liability for any and all such loss or damage arising out of the performance under or in connection with this EULA shall not exceed the total aggregate value of all orders according to this EULA. The liability for individual order shall be limited to the respective value of that order.

双方应对各自、其法定代表人或高级职员以及其他辅助人员的疏忽造成的损失或损害负责，但仅限于履行时双方可合理预见的直接损失和/或直接损害，且通常由履行各自的服务引起。在任何情况下，应排除间接损害（如由于生产停工）和利润损失。因履行本最终用户许可协议项下或与之相关的任何及所有此类损失或损害的赔偿责任总额，不得超过本最终用户许可协议项下所有订单的总价值。单独订单的赔偿责任应限于该订单的各自价值。

e) Both parties are liable for loss and damage arising from the breach of Material Obligations by the respective party, its legal representatives or auxiliary persons. Material obligations are the main obligations that form the basis of the contract, were crucial for the conclusion of the contract, and upon whose fulfilment the other party can reasonably rely (Kardinalpflichten). If a party is in breach of these Material Obligations through negligence, its liability shall be limited to the amount reasonably foreseeable by the respective party at the time of the performance of the respective service. In any event consequential damages (e.g. due to production downtime) and damages for lost profit shall be excluded.

双方对各自、其法定代表人或辅助人员违反重大义务而造成的损失和损害承担责任。重大义务是构成合同基础的主要义务，是订立合同的关键，并且另一方可以合理地依靠其履行义务。如果一方因疏忽而违反了这些重大义务，其责任应仅限于履行各自服务时各自可合理预见的金额。在任何情况下，应排除间接损害（如由于生产停工）和利润损失。

f) All claims for loss or damage against NavVis shall become time-barred after twelve (12) months, unless otherwise stipulated by applicable laws and other longer statutory limitation period applies case by case.

除非适用法律另有规定，否则针对 NavVis 的所有损失或损害索赔应在十二（12）个月后失效，适用法律另有规定和其他更长的法定时效适用于具体情况的除外。

g) **Indemnification.** NavVis will support Licensee in defense against any third party claim that NavVis Products infringe third party patents or copyrights (or similar) in a court of competent jurisdiction and will indemnify Licensee - in full or in case of negligence on behalf of NavVis for loss of profits limited to the annual Fee amount for subscription or the total contract value for purchase - against a final judgment entered by a court of competent jurisdiction or any settlements arising out of such claim, provided that Licensee satisfies the following conditions: Licensee will (i) immediately notify NavVis in writing about any third party claim asserted and its reasons; (ii) grant NavVis sole control over the litigation and all associated actions with respect to such claim as far as reasonable; and support NavVis to the extent reasonably necessary; (iii) provide all reasonable assistance, information and authority to NavVis which is required to enforce the actions mentioned in (ii); (iv) not make any admission against NavVis' interests or agree to any settlement of any claim without the prior written consent of NavVis in writing, unless made pursuant to a judicial request or order, and (v) enable NavVis to choose and instruct a lawyer.

赔偿。NavVis 将支持被许可方对任何第三方关于 NavVis 产品在有管辖权的法院侵犯第三方专利或版权（或类似）的索赔进行抗辩，并将代表 NavVis 对被许可方进行全额或在疏忽的情况下的利润损失赔偿（赔偿金额限于认购年费金额或购买的合同总价值），将根据有管辖权的法院作出的最终判决或由该索赔引起的任何和解，被许可方应满足以下条件：被许可方将（i）立即以书面形式通知 NavVis 任何第三方索赔及其理由；（ii）在合理的范围内授予 NavVis 对该索赔的诉讼和所有相关诉讼的唯一控制权；并在合理必要的范围内支持 NavVis；（iii）提供所有合理的协助，执行（ii）中所述行动所需的信息和授权；（iv）未经 NavVis 实现书面同意，不得对 NavVis 的利益作出任何承认或同意解决任何索赔，除非是根据司法请求或命令作出的，（v）使 NavVis 能够选择和指导律师。

12. HIGH RISK ACTIVITIES/高风险活动

a) The Software is not fault tolerant and is not designed, manufactured, or intended for use or resale as control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Accordingly, NavVis and its suppliers specifically disclaim any express or implied warranty of fitness for any High Risk Activities.

软件不具有容错性，并且在需要故障安全性能的危险环境中，例如在核设施或通信系统、空中交通管制、直接生命支持机器或武器系统的操作中，其设计、制造或打算用作或转售为控制设备的，在这些环境中，软件的故障可能直接导致死亡、人身伤害或严重的身体或环境损害（"**高风险活动**"）。因此，NavVis 及其供应商明确否认对任何高风险活动的适用性作出任何明示或暗示的保证。

13. TERMINATION/终止

a) Either party may terminate this EULA if the other party: (a) becomes insolvent; and (b) has a receiver or receiver manager appointed with respect to it or any of its assets. Without prejudice to each right or remedy of a non-breaching party, either party may terminate this EULA for material breach by notice in writing, with ten (10) business days' notice period unless the other party first cures the breach.

任何一方均可终止本最终用户许可协议，如果另一方：（a）破产；以及（b）已就其或其任何资产指定了一名接管人或接管人管理人。在不影响守约方的每项权力或补救措施的情况下，任何一方均可通过书面通知终止本最终用户许可协议，通知期限为十（10）个工作日，除非另一方首先纠正该违约行为。

b) Upon any termination of this EULA or upon expiration of a Term: (a) all Licenses or use of SaaS will immediately terminate; (b) Licensee will immediately cease all use of the Software or SaaS; and (c) Licensee must either deliver to NavVis or destroy all copies of Software, Documentation, and other confidential information in Licensee´s possession or control, and shall certify such destruction in writing upon NavVis' request. Any term in this EULA which by its nature extend beyond termination or expiration of this EULA will remain in effect after termination of this EULA.

在本最终用户许可协议终止或期限届满时：（a）所有许可或 SaaS 的使用将立即终止；（b）被许可方将立即停止所有软件或 SaaS 的使用；以及（c）被许可方必须向 NavVis 交付或销毁所有软件、文档的副本，以及被许可方拥有或控制的其他保密信息，并应在 NavVis 的要求下以书面形式证明此类销毁。本最终用户许可协议中的任何条款，其性质超出本最终用户许可协议的终止或期满，将在本最终用户许可协议终止后继续有效。

IV.   MISCELLANEOUS/其他

14. **CHOICE OF LAW, DISPUTE RESOLUTION/法律选择、争议解决**

a) This EULA shall be governed by and construed under the laws of the country (and state if applicable) where NavVis as contractual party to this EULA is established, excluding the principles of conflicts of law and the UN Convention on Contracts for the International Sale of Goods. Any dispute arising from or in connection with this Contract shall be submitted to Shanghai International Arbitration Center for arbitration.

本最终用户许可协议应受 NavVis 作为本最终用户许可协议合同方的国家（和州，如适用）的法律管辖并根据其进行解释，不包括法律冲突原则和《联合国国际货物销售合同公约》。因本合同引起的或与本合同有关的任何争议，均应提交至上海国际仲裁中心进行仲裁。

b) Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

尽管有上述规定，任何一方均可就任何涉嫌侵犯其知识产权或专有权的行为，向任何具有适当管辖权的法院寻求临时禁令救济。

c) NavVis wishes to address Licensee's concerns in good faith. Before filing a claim to the arbitration authority parties agree to informal dispute resolution by contacting the other party´s management in writing at the registered business address. If a dispute is not resolved within fifteen (15) business days following receipt of such notice, either party may proceed formally as deemed necessary.

NavVis 希望真诚地解决被许可方的担忧。在向仲裁机构提出索赔之前，双方同意在注册营业地址以书面形式联系另一方的管理层，以非正式方式解决争议。如果争议在收到该通知后的十五（15）个工作日内仍未解决，则任何一方均可根据需要正式进行处理。

15. **OTHER/其他**

a) Section 14 (Other) and Section 15 (Data Processing Agreement) of the GTC are hereby incorporated into this EULA by reference, provided however, that references to the GTC therein shall be understood to refer to this EULA.

通用销售条款第 14 条（其他）和第 15 条（数据处理协议）在此通过引用并入本最终用户许可协议，但其中对通用销售条款的引用应理解为对本最终用户许可协议的引用。