General Terms and Conditions for Professional Services

专业服务的一般条款

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1 **Scope and conclusion of these General Terms and Conditions** 本一般条款的范围及结论 3
2 **Subject matter of these General Terms and Conditions** 本一般条款的主题 3
3 **Rights of use in relation to work results** 工作成果的使用权 5
4 **Remuneration** 酬金 7
5 **cbs CN's Performance cbs CN** 的工作 9
6 **Cooperation between the parties** 双方合作 10
7 **Acceptance (contracts for work only)** 验收（仅限工作合同） 11
8 **Indemnity** 赔偿 16
9 **Limitation of Liability** 责任限制 17
10 **Confidentiality, Data Protection** 保密、数据保护 18
11 **Termination** 终止 19
12 **Final provisions** 最终条款 19

1 Scope and conclusion of these General Terms and Conditions
本一般条款的范围及结论

1.1 These General Terms and Conditions shall apply to any performance of work and/or services by cbs Management Consulting (Shanghai) Co., Ltd. (hereinafter: “cbs CN”) for the Client. They also apply to any future work and services performed by cbs CN for the Client insofar as nothing has been expressly agreed to the contrary in writing. Conflicting terms and conditions of the Client shall not apply even if cbs CN does not expressly reject them. Any agreements or side letters deviating from these terms shall not be effective unless approved by cbs CN in writing. Approved deviations shall only apply to a certain individual case and shall have no effect on any future transactions.

本一般条款与条件适用于凯毕思管理咨询（上海）有限公司（以下简称“cbs CN”）为客户履行的任何工作和/或服务。这些条款也同样适用于 cbs CN 今后为客户提供的任何工作和服务，只要没有明确的相反书面约定。即使 cbs CN 没有明确表示拒绝，与客户条款与条件相冲突的条款与条件也不适用。除非得到 cbs CN 的书面批准，任何偏离这些条款的协议或附函均无效。经批准的偏离仅适用于个别情况，对今后的任何交易均无效。

1.2 In the case of work performance, cbs CN shall be responsible for controlling and monitoring of the service provision and the achieved results. Services provided by cbs CN serve to support and advise the Client; the Client however shall be responsible for the obtained or achieved results.

cbs CN 应负责对所提供的服务和取得的成果进行控制和监督。cbs CN 提供的服务旨在为客户提供支持和建议；但客户应对所取得的成果负责。

2 Subject matter of these General Terms and Conditions 本一般条款的主题

2.1 The content and scope of contractual performance is based exclusively on the specific agreements contained in the individual contract with the Client, in particular cbs CN’ Statement of Work (“SoW”). If necessary, the SoW will also determine the input

provided by the Client and cbs CN as well as the cooperation obligation of the Client.

合同履行的内容和范围完全基于与客户签订的个别合同中的具体约定，特别是 cbs CN 的工作说明书(“SoW”)。必要时，SoW 还将确定客户和 cbs CN 的投入以及客户的合作义务。

2.2 Any services, which are not included in a specific SoW or contract, are not part of the SoW or contract. In particular, installation, introduction and maintenance costs will be part of the contract only if they were expressly agreed upon in writing.

任何未包含在具体 SoW 或合同中的服务均不属于 SoW 或合同的一部分。尤其是安装、引进和维护费用，只有在书面明确约定的情况下，才能作为合同的一部分。

2.3 Both parties are entitled to suggest subsequent changes and additions to the agreed performance stated in the SoW or contract (“Change Request”).

双方均有权对 SoW 或合同中约定的履约内容提出后续变更和补充（“变更请求”）。

2.4 cbs CN will evaluate change requests from the Client within a reasonable time and submit a written offer for the change in performance, its remuneration and, where applicable, any necessary adjustment to the timetable or other agreements. cbs CN is entitled to reject a requested change in performance if it is technically impossible or involves an unreasonable amount of work. cbs CN may invoice the Client for the costs of assessing any change requests at the agreed hourly rates, alternatively at cbs CN’ usual hourly rates. Until consent is given by the Client, cbs CN shall continue with the performance of the services and/or work in accordance with the existing contract and/or SoW.

In all other respects, price lists and any advertising documents of cbs CN shall be non-binding and be always subject to change. Generally, services and/or work proposals of cbs CN shall be deemed accepted by the Client if the Client has accepted a written offer from cbs CN within the stipulated time frame or if cbs CN has confirmed any service/work request from the Client. cbs CN’s order confirmation must correspond to the Client’s offer and will then become binding and determine the range of obligations,

accepted by cbs CN.

cbs CN 将在合理的时间内对客户的变更请求进行评估，并就变更履行、酬金以及（如适用）对时间表或其他协议的任何必要调整提交书面建议。如果技术上不可行或涉及不合理的工作量，cbs CN 有权拒绝变更履行的请求。cbs CN 可按约定的小时费率或 cbs CN 提倡的小时费率向客户开具评估任何变更请求的费用发票。在客户同意之前，cbs CN 应继续按照现有合同和/或 SoW 提供服务和/或工作。

在所有其他方面，cbs CN 的价目表和任何宣传文件均不具有约束力，并可随时更改。一般情况下，如果客户在规定的时间内接受了 cbs CN 的书面建议，或者 cbs CN 确认了客户的服务或工作请求，则 cbs CN 的服务和/或工作提案被视为已被客户接受。cbs CN 的订单确认必须与客户的报价相对应，然后才具有约束力，并能确定 cbs CN 接受的义务范围。

3 Rights of use in relation to work results 工作成果的使用权

3.1 With respect to the work results obtained for the Client and transferred to the Client in accordance with the contract and/or SoW, the Client shall, in the absence of a contractual provision to the contrary, have the irrevocable and non-exclusive right, which is unrestricted in terms of time and geographic area to use the work results in order to achieve the economic purposes pursued in the underlying contract.

对于根据合同和/或 SoW 为客户获得并转让给客户的工作成果，在合同没有相反规定的情况下，客户拥有不可撤销的非独占权，在时间和地理区域上不受任何限制地使用工作成果，以实现基础合同所追求的经济目的。

3.2 Insofar as the Client obtains, on the basis of an express contractual agreement, an exclusive right of use to the work results, cbs CN shall always be entitled to use its own knowledge or that of its employees, used for the purposes of producing the specific work results, as well as tools and procedures, which are intended or suitable for re-use in the context of other contractual relationships, for the purposes of cbs CN's own business operations. This shall not apply to knowledge which is regarded as the Client's trade or business secret. Even where the Client is granted exclusive rights of use, cbs CN shall always remain entitled to keep and use a copy of the software (source code)

and documentation for the purpose of supplementary performance within the framework of its warranty for material defects and/or defects in title.

在客户根据明确的合同协议获得对工作成果的专有使用权的情况下，cbs CN 应始终有权使用其自身或其雇员的知识，用于生产特定的工作或成果，以及工具和程序，这些知识和程序旨在或适合在其他合同关系中重复使用，用于 cbs CN 自身的业务活动。这不适用于被视为客户商业秘密的知识。即使在客户被授予专有使用权的情况下，cbs CN 也始终有权保留和使用软件（源代码）和文件的副本，以便在其材料缺陷和/或所有权缺陷保证的框架内补充履行。

3.3 The Client shall be entitled to request the source code for the computer programs which have been individually created for the Client, and to which the Client has been granted an exclusive right of use by cbs CN, if and insofar as this source code is in the possession and under the control of cbs CN and always provided cbs CN has the legal right to dispose of the source code. The Client is obliged to use this source code only in accordance with the rights of use which have been granted to the Client. The Client may only disclose the source code to third parties, or otherwise make it available, according to the circumstances of the individual case, always provided that this is necessary to safeguard the legal rights of the Client, e.g. in order to secure the future use of the respective computer programs for the aforementioned purposes, by way of maintenance, development or other processing, independently of cbs CN. Otherwise, the Client is obliged to treat the source code as confidential and must impose the same duties of confidentiality upon third parties to whom it intends to disclose the source code.

若客户已获得 cbs CN 的专有使用权，只要该源代码由 cbs CN 拥有和控制，并且 cbs CN 拥有处置该源代码的合法权利，客户有权要求 cbs CN 提供单独为客户创建的计算机程序源代码。客户有义务仅根据已被授权的使用权使用该源代码。客户只能根据具体情况向第三方披露源代码，或以其他方式提供源代码，前提是这是客户合法权利所必需的，例如，为了确保今后通过独立于 cbs CN 的维护、开发或其他处理方式，将各自的计算机程序用于上述目的。否则，客户有义务将源代码视为机密，并必须对其打算披露源代码的第三方施加同样的保密责任。

4 Remuneration 酬金

4.1 In the absence of any agreement to the contrary, work and services will be charged, on a time and materials basis, at the hourly rates submitted, alternatively at cbs CN's usual hourly rates, plus the charges and expenses necessary in order to effect performance, in particular travel costs (travelling time, travel expenses, accommodation etc.) and expenses. The same applies to work which falls outside the agreed scope of performance and additional expenditures resulting from incorrect/ incomplete information provided by the Client or unjustified notices of defects, improper use of the system or breaches of duty by the Client.

在没有任何相反协议的情况下，工作和服务将以时间和材料为基础，按所提交的小时费率收费，或者按 cbs CN 通常的小时费率收费，外加为完成工作所必需的费用和开支，尤其是差旅费（差旅时间、差旅费、住宿费等）。这同样适用于超出约定工作范围的工作，以及因客户提供的信息不正确/不完整或无理的缺陷通知、系统使用不当或客户违反义务而造成的额外支出。

4.2 When invoicing on a time and materials basis, cbs CN charges the hours worked and the travelling time, costs and expenses incurred, at the applicable hourly or daily rates at the end of each month. The travel expenses are submitted on the basis of actuals and receipts with a brief description of the activity in form of an activity report (as an attachment to the invoice). Where the period of work is shorter, Client receives the invoice at the end of the period. If cbs CN does not receive a written objection to a properly executed activity report from the Client within 5 working days, the activity report is considered accepted by the Client. Every half-hour or part thereof will be charged. The Client is not entitled to call off quotas of less than 4 man-hours per day unless this has been expressly agreed in writing or contractual performance requires lower daily quotas. A "man-day" means 8 working hours.

在按时间和材料开具发票时，cbs CN 将在每月月底按适用的小时费率或日费率对工作时间和差旅时间、费用和报销进行收费。差旅费根据实际情况和收据提交，并以活动报告的形式简要说明活动情况（作为发票附件）。如果工作周期较短，客户将在工作周期结束时收到发票。如果 cbs CN 未在 5 个工作日内收到客户对正确执行的活动报告提出的书面异议，则视为客户已接受该活动报告。每半小时或不足半小时收费。客户无权取

消每天少于 4 小时工时的定额，除非有明确的书面约定或合同要求降低日定额。1“人天”等于 8 个工作小时。

4.3 Price details for work which is remunerated on a time and materials basis, are estimates. The quantities forming the basis of an estimate are derived from an evaluation of the extent of the work, carried out in good faith, at the time of conclusion of the contract. They may change as a result of the actual circumstances. Where cbs CN discovers in the course of performance that the estimate will be exceeded, it shall notify the Client without delay. In the case of services, cbs CN shall not exceed the quantities forming the basis of the estimated price until it has received the written approval from the Client. With regard to contracts for work, if the contract is based on a cost estimate without cbs CN guaranteeing the accuracy of the estimate and if it turns out that the work cannot be carried out without substantially exceeding the estimate, then cbs CN is only entitled, if the Client terminates the contract for this reason, to part of the remuneration that corresponds to the work already performed and reimbursement of those expenses not included in the remuneration.

按时间和材料计费的工作详细价格为估价。构成估价基础的工作量是在签订合同时，本着诚信根据对工作范围的评估得出的。估价可能会根据实际情况发生变化。如果 cbs CN 在执行过程中发现将超出估价，应立即通知客户。就服务而言，cbs CN 在获得客户书面批准之前，不得超出构成预估价格基础的数量。关于工作合同，如果合同是基于成本估算，而 cbs CN 不保证估算的准确性，并且如果事实证明在不大幅超出估算的情况下无法完成工作，那么如果客户因此而终止合同，cbs CN 只有权获得与完成工作相对应的部分报酬，以及偿还未包含在报酬中的费用。

4.4 If the Client’s order cannot be completely or partly executed for reasons for which the Client is responsible, the Client will remain committed to the payment of the contract price after deduction of the effectively saved expenses.

因客户责任原因导致客户订单无法全部或部分执行，在扣除有效节省的费用后，客户仍承诺支付合同价款。

4.5 In the case of an agreed fixed price, cbs CN shall invoice for the remuneration pursuant

to the payment plan contained in the contract. In the case of remuneration on a time and materials basis, invoicing shall take place at the beginning of the month following performance or, in the case of a shorter performance period, following completion of performance, provided nothing has been agreed to the contrary. Invoices are due for payment, without deductions, within 30 days after the date of invoice. The Client is only entitled to exercise a right of set-off or retention against cbs CN where the Client's claim is undisputed or has been upheld by way of a final court judgment or if it is a counterclaim from the same contractual relationship.

在约定固定价格的情况下，cbs CN 应根据合同中的付款计划开具发票。在按时间和材料计费的情况下，应在履约后下一个月月初开具发票，若履约期较短，且未达成相反的协议的情况下，则应在履约完成后开具发票。发票应在开票日期后 30 天内付款，不得扣款。只有在索赔无争议或法院终审判决维持原判时，或在同一合同关系中提出反诉时，客户才有权对 cbs CN 行使抵消权或留置权。

4.6 Price details in the offer/contract are net and exclusive of any statutory or value added tax.

报价或合同中的价格明细为净价，不含任何法定或增值税。

4.7 If the Client's payment is late or delayed, any outstanding payment or invoice amount shall bear interest at 2 percentage points per month above the base rate applicable in each case. Claims for additional losses are not excluded. cbs CN is also entitled to refuse to effect performance where the Client fails to settle an overdue invoice despite payment request.

如果客户逾期或延迟付款，任何未付款项或发票金额应根据情况按适用的基准利率每月上浮 2 个百分点计息。不排除对额外损失的索赔。在提出付款请求后，如果客户仍未结清逾期发票，cbs 有权拒绝履约。

5 cbs CN's Performance cbs CN 的工作

5.1 The work and/or service to be performed by cbs CN for the Client as well as the place

of performance is determined in each respective contract or SoW.

cbs CN 为客户提供的工作和/或服务以及工作地点在各自的合同或 SoW 确定。

5.2 Both contracting parties will mutually designate a Project Manager, who will act as the responsible person in dealing with the respective contracting party for the period of the contract execution.

合同双方将共同指定一名项目经理，该项目经理在合同执行期间负责与合同双方的事务。

5.3 At the time of execution of contract or SoW, none of the parties may intervene in employer-legal competencies of the other contracting party. cbs CN's staff members are exclusively bound to cbs CN's instructions.

在执行合同或 SoW 时，任何一方不得干预另一方的雇主法律权限。cbs CN 的工作人员仅服从 cbs CN 的指示。

5.4 The Client's obligations and responsibilities include the punctual execution of the obligations to cooperate which are specified in each contract or SoW. The Client's obligations include without limitation in particular the disclosure (provision) of any required documents, information, programs and equipment, which are significant for the execution of the respective contract at the Client's company, and the supply of the required personnel.

客户的义务和责任包括按时履行各合同或 SoW 中规定的合作义务。客户的义务包括但不限于披露（提供）对在客户公司执行合同具有重要意义的任何所需文件、信息、程序和设备，以及提供所需人员。

6 Cooperation between the parties 双方合作

6.1 The Client is obliged to provide any and all assistance and make the declarations necessary to ensure contractual performance, professionally and within the agreed deadlines. Where the Client defaults on performance of the duties and obligations for which it is responsible, cbs CN's duty to effect performance shall be suspended for the period of the default if without performance of the Client's said duties, it is impossible

or requires unreasonable additional expenditures or efforts. In addition to the agreed remuneration, the Client shall reimburse cbs CN for the additional costs incurred as a result, at the agreed applicable daily or hourly rates. cbs CN shall have the right to give the Client a reasonable period of time for making up for the act to be performed by declaring that cbs CN will terminate the contract if the respective act is not undertaken by the end of the period of time. The respective contract is deemed to be cancelled if the respective act is not made up for by the end of the period of time. Where a timetable has been agreed, the deadlines shall be postponed according to the duration of the delay.

客户有义务提供一切必要的协助并作出必要的声明，以确保在约定期限内专业地履行合同。如果客户不履行其应承担的责任和义务，则应在违约期间暂停 cbs CN 的履约义务，如果客户不履行上述义务，则不可能履约或需要不合理的额外支出或努力履约。除约定的酬金外，客户应按约定的每日或每小时费率向 cbs CN 支付因此而产生的额外费用。cbs CN 有权给客户一段合理的时间来弥补应履行的行为，并声明如果在期限结束时仍未履行相关行为，cbs CN 将终止合同。如果相关行为在期限内未得到补偿，则该合同视为解除。在已商定时间表的情况下，最后期限应根据延迟时间顺延。

6.2 Where cbs CN is otherwise obstructed in its contractual performance, it shall notify the Client thereof. The notification should contain information about the likely duration of the delay. Performance deadlines shall be extended by a reasonable amount of time insofar as the delay is not caused by cbs CN or its agents.

如果 cbs CN 在履行合同时受到其他阻碍，应将此情况通知客户。通知应包含有关可能延误时间的信息。如果延误不是由 cbs CN 或其代理人造成的，应合理地延长履行期限。

7 Acceptance (contracts for work only) 验收（仅限工作合同）

7.1 Where the subject matter of the contract involves the creation of a document (concept, technical specification, study, documentation etc.), the Client shall inspect it within 5 working days from submission, with regard to its clarity, accuracy and completeness according to the SoW, and indicate acceptance in writing or otherwise issue a written notification of any defects found. cbs CN shall prepare a written report on the acceptance procedure whose accuracy the Client shall confirm by way of signature.

The report shall set out, in full, all defects found, if any, and the reasons for any refusal of acceptance. Minor defects shall not give rise to a right to refuse acceptance but must be remedied in accordance with the warranty. cbs CN shall discuss the document with the Client at the Client's request. Where the costs of the meeting exceed the contractually agreed level, following prior notice, cbs CN may invoice the additional efforts separately according to cbs CN' usual hourly rates. Where acceptance of the document is legitimately refused due to an existing defect, cbs CN shall remedy the reported defect within a reasonable time limit and resubmit it for acceptance. Where the conditions for acceptance have been met, the Client will then indicate acceptance, in writing without delay. Where the contract requires a specification sheet and, based thereon, the creation of software, cbs CN shall only commence creation of the software after successful acceptance of the specification sheet by the Client.

如果合同标的涉及文件（概念、技术规范、研究、文档等）的创建，客户应在文件提交后 5 个工作日内，根据 SoW 对文件的清晰度、准确性和完整性进行检查，并以书面形式表示验收或以其他方式就发现的任何缺陷发出书面通知。cbs CN 应就验收程序编写书面报告，客户应签字确认报告的准确性。报告应完整列出发现的所有缺陷（如有）以及拒绝验收的理由。轻微缺陷不构成拒绝验收的权利，但必须按照保修规定进行补救。cbs CN 将应客户的要求与客户讨论该文件。如果会议费用超过合同约定的水平，经事先通知后，cbs CN 可根据 cbs CN 通常的小时费率另行开具额外费用的发票。如果文件因存在缺陷而被合法地拒绝验收，cbs CN 应在合理的期限内对报告的缺陷进行补救，并重新提交文件以供验收。在满足验收条件的情况下，客户应立即以书面形式表示验收。如果合同要求提供规格表并据此开发软件，则 cbs CN 只有在客户成功验收规格表后才能开始开发软件。

7.2 Where the creation of a software solution forms the subject matter of the contract, cbs CN shall notify the Client that the work is ready for acceptance ("RfA") and jointly with the Client carry out an acceptance test without delay and in any case within 14 days of the RfA, on the basis of an acceptance plan which has been agreed by the parties. This shall stipulate, inter alia, the duration of the acceptance. Following a successful acceptance test, the Client shall indicate acceptance in writing without delay. The Client is only entitled to refuse acceptance due to class 1 defects (see Clause 7.5 below). Class 2 and 3 defects shall not prevent acceptance of the work but must be remedied

in the course of subsequent performance. cbs CN shall prepare a written report on the acceptance procedure whose accuracy the Client shall confirm by way of signature. The report shall describe all defects found, categorized according to error classes, and list the reasons for any refusal of acceptance in full. cbs CN shall remedy class 1 defects without delay, inform the Client of this in writing and, where applicable, resubmit the work for acceptance; where the conditions for acceptance have been met, the Client will then indicate acceptance, in writing, without delay. Class 2 defects shall be remedied within 6 weeks; class 3 defects within a reasonable time limit.

当软件解决方案的创建构成合同标的时，cbs CN 应通知客户工作已准备就绪，可进行验收(“RfA”)，并与客户共同进行验收测试，不得延误，且无论如何应在 RfA 后 14 天内，根据双方商定的验收计划进行验收测试。其中应特别规定验收的期限。验收测试成功后，客户应立即以书面形式表示验收。客户仅有权因一类缺陷拒绝验收（见下文第 7.5 条）。二类和三类缺陷不妨碍工作验收，但必须在随后的工作过程中加以补救。cbs CN 应就验收程序编写书面报告，客户应签字确认报告的准确性。cbs CN 应立即纠正第 1 类缺陷，并书面通知客户，在适当的情况下，重新提交工作以供验收；在满足验收条件的情况下，客户应立即以书面形式表示验收。第 2 类缺陷应在 6 周内修复；第 3 类缺陷应在合理期限内修复。

7.3 The Client shall provide cbs CN with the conditions necessary for implementation of the acceptance, and described in the acceptance plan, in particular test data, work stations, equipment and test cases (together with details of the purpose, entries and expected system reaction) in good time prior to the start of the acceptance test for the purposes of quality control. The Client is obliged to notify cbs CN, in writing, without delay if during the acceptance test, the Client becomes aware of divergences from the contractually agreed requirements. Any operational use of the software without having carried out the prior testing phase shall be undertaken at the Client’s own risk and responsibility.

客户应在验收测试开始前及时向 cbs CN 提供验收计划中所述的实施验收的必要条件，特别是测试数据、工作站、设备和测试案例（以及目的、记录和预期系统反应的细节），以便进行质量控制。 如果在验收测试过程中，客户发现与合同约定的要求有出入，有

义务立即书面通知 cbs CN。在未进行事先测试阶段的情况下对软件进行任何操作使用，客户应自行承担风险和责任。

7.4 If a defect is detected from the Client, cbs CN is entitled to choose whether to remedy the defect or produce a new piece of work. In the case of software, a correction may also take place by way of delivery or installation of a new program version or a workaround. cbs CN is entitled to carry out such number of attempts to remedy the defects as is appropriate according to the circumstances of the individual case and reasonable for the Client.

如果从客户处发现缺陷，cbs CN 有权选择弥补该缺陷或者开发新的作品。就软件而言，也可以通过交付或安装新的程序版本或变通方法进行纠正。cbs CN 有权根据具体情况和客户的合理要求，进行适当次数补救缺陷的尝试。

7.5 Defects must be reported in writing by way of a detailed and comprehensible description of the symptoms of the defect and, as proof, suitable written records, hard copies and the like, so as to allow reproduction of the defect. Any statutory inspection and reporting obligations remain unaffected.

必须以书面形式报告缺陷，对缺陷的症状进行详细、易懂的描述，并提供适当的书面记录、硬拷贝等作为证据，以便复制缺陷。任何法定的检查和报告义务不受影响。

7.6 Defects are divided into the following classes:

- **Class 1 defect**: The defect has the consequence that the system as a whole, or the part of the system submitted for acceptance, cannot be used.
- **Class 2 defect**: The defect has the consequence that the use of the system is restricted. The defect does not, however, have such a far-reaching effect on the functional capability of the overall work that the system or the part of the system submitted for acceptance, cannot be used; or suitable measures can be used to bypass the defect in such a way and for such a period as is reasonable.
- **Class 3 defect**: all other defects.
- 缺陷分为以下几类：

- • 一类缺陷：缺陷的后果是整个系统或提交验收的系统部分无法使用。
- • 二类缺陷：缺陷的后果是系统的使用受到限制。但是，该缺陷不会对整体工作的功能能力产生深远影响，以致该系统或提交验收的系统部分无法使用；或者可以采取适当措施，以合理的方式和期限绕过该缺陷。
- 三类缺陷：所有的其他缺陷。

7.7 Acceptance is deemed to have occurred if the Client does not accept the work within a reasonable period of time. It shall be equivalent to an acceptance where the Client employs the software in productive operations, after RfA, for a period of at least 6 weeks, in accordance with the contract unless acceptance is legitimately refused.

如果客户在合理期限内未验收工作，则视为已验收。除非客户合法拒绝验收，否则客户在 RfA 之后按照合同规定在生产运营中使用软件至少 6 周，则等同于验收。

7.8 Insofar as nothing to the contrary is agreed, definable partial services may be accepted individually in accordance with the regulations of Clauses 7.1 – 7.7. Partial acceptances that have already been declared shall remain unaffected by subsequent acceptance checks for other services.

在未达成相反协议的情况下，可定义的部分服务可根据条款 7.1-7.7 的规定单独验收。已经宣布的部分验收不受后续其它服务验收检查的影响。

7.9 The Client shall accept cbs CN's performance of work immediately after a successful acceptance test and/or transfer. An insignificant deviation from the agreed-upon performance features and acceptance criteria will not justify the refusal of acceptance by the Client.

客户应在验收测试和/或移交成功后立即验收 cbs CN 的工作。与商定的性能特征和验收标准的微小偏差不能成为客户拒绝验收的理由。

7.10 If the Client does not provide the necessary conditions for the execution of the acceptance in accordance with the contract despite a request in writing, cbs CN' performance of work will be regarded as accepted after a time period of 14 calendar

days following cbs CN' request in writing.

如果在 cbs CN 提出书面要求后 14 个自然日内，客户仍未按照合同规定提供必要的验收条件，则 cbs CN 的工作业绩将被视为已验收。

8 Indemnity 赔偿

8.1 cbs CN warrants that the goods and services which it delivers are free from any third-party rights which would prevent their use pursuant to the contract and/or SoW.

cbs CN 保证其交付的货物和服务不受任何第三方权利影响，以免无法按照合同和/或 SoW 进行使用。

8.2 Where third parties assert such rights, cbs CN shall, at its own expense, defend the goods and services against the rights asserted by third parties insofar as the Client notifies cbs CN of the assertion of such third-party rights, in writing, without delay, grants cbs CN the necessary powers and authorizations and provide it with appropriate and reasonable support. The Client shall not be entitled to acknowledge claims of third parties and must always leave the resolution of any disputes to cbs CN including any out-of-court settlements or conduct such cases with cbs CN only by mutual agreement.

如果第三方主张上述权利，在客户以书面形式及时通知 cbs CN 有关第三方主张权利，授予 cbs CN 必要权利和授权，并向其提供适当合理支持的情况下，cbs CN 应自费保护货物和服务免受第三方主张权利的侵害。客户无权承认第三方提出的索赔要求，必须始终将任何争议的解决（包括任何庭外和解）交给 cbs CN 处理，或仅在双方同意的情况下与 cbs CN 处理此类案件。

8.3 Where there are defects in title, cbs CN is entitled to choose either to defend/enforce by suitable means the contractual use of the goods and services delivered against the assertion of third-party rights, or to change or replace them in such a way that the third-party rights are no longer infringed, or the third parties no longer assert an infringement. The agreed functionality of the goods and services supplied may not be unreasonably impaired by the defense measures. cbs CN continues to be obliged to reimburse the necessary costs of asserting legal rights incurred by the Client which are capable of

reimbursement against presentation of proper receipts.

如果所有权存在瑕疵，cbs CN 有权选择通过适当的方式维护/执行所交付货物和服务的合同使用权，以对抗第三方权利的主张，或对它们进行更改或替换，使第三方权利不再受到侵犯，或第三方不在主张侵权。所提供货物和服务的约定功能不得因防御措施而受到不合理的损害。cbs CN 仍有义务偿还客户因维护法律权利而产生的必要费用，这些费用可凭适当的收据予以偿还。

9 Limitation of Liability 责任限制

Client agrees that:
(a) subject to Section 9(b), cbs CN, its affiliates, agents and subcontractors, and each of their partners, principals, members, employees and other personnel served for cbs CN (hereinafter, “cbs CN or its Related Parties”) shall not be liable to Client for any actions, claims, damages, liabilities, costs, expenses, or losses in any way arising out of or relating to the Services under a Work Order for an aggregate amount in excess of the fees paid by Client to cbs CN under the applicable Work Order; and
(b) in no event shall cbs CN or its Related Parties be liable for special, indirect, incidental, consequential or punitive damages, costs, expenses or losses of any nature, including, without limitation, lost profits, opportunity costs and lost data. The provisions of this Section 9 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
applicable Work Order; and
客户同意：
在不违反第 9(b)条规定的前提下，cbs CN、其关联公司、代理和分包商，以及他们的每一位合伙人、负责人、成员、雇员和其他为 cbs CN 服务的人员（以下简称“cbs CN 或其关联方”），对于因工作订单项下的服务而引起的或与之相关的任何行动、索赔、损害、责任、成本、费用或损失，不对客户承担总额超过客户根据适用工作订单向 cbs CN 支付的费用的责任；以及
在任何情况下，cbs CN 或其关联方均不对特殊的、间接的、附带的、后果性或惩罚性损害赔偿、费用、支出或任何性质的损失负责，包括但不限于利润损失、机会成本和数

据丢失。无论何种形式的诉讼、损害、索赔、责任、成本、费用或损失，无论是合同、法规、侵权行为（包括但不限于过失）或其他形式，均适用本第 9 条规定。

10 Confidentiality, Data Protection 保密、数据保护

10.1 The parties undertake to treat as confidential all confidential information which becomes known to them under any contract or SOW concluded pursuant to these Terms and Conditions and only to use it for contractually agreed purposes. Confidential information within the meaning of this provision includes any information, documentation, details and data which are designated as such, or which, by their nature, must be regarded as confidential. Excluded from this is only confidential information which was in the public domain at the time of its disclosure or which entered the public domain thereafter, was disclosed to the recipient by a third party without a duty of confidentiality, was already in the possession of, or known to, the recipient at the time of disclosure or was developed by the recipient independently of the confidential information. The duty of confidentiality shall continue for 2 years after the end of the contractual relationship.

双方承诺将根据本条款和条件签订的任何合同或 SoW 而获知的所有保密信息视为保密，并仅将其用于合同约定的目的。本条款所指的保密信息包括被指定为保密信息或因其性质必须被视为保密的任何信息、文件、细节和数据。只有以下保密信息不在此范围内：在披露时属于公共领域或在披露后进入公共领域；由没有保密义务的第三方披露给接收方；在披露时已经由接收方掌握或为接收方所知；或由接收方独立于保密信息而开发的。本合同关系结束后，保密义务仍应持续 2 年。

10.2 In addition to any contractual obligations, cbs CN' know-how, which is required for performing the work and/or services, is to be particularly held in utmost confidentiality by the Client. Company secrets and know-how of the other contract party may not be used without the other party's previous written approval.

除合同规定的义务外，客户应特别对 cbs CN 执行工作和/或服务所需的专有技术予以高度保密。未经另一方书面同意，不得使用合同另一方的公司机密和专有技术。

10.3 The parties undertake to abide by and comply with the statutory provisions on data

protection and impose a duty to comply with these provisions on their employees in accordance with the provisions of the Personal Information Protection Law of the People's Republic of China

根据《中华人民共和国个人信息保护法》的规定，双方承诺遵守和履行有关数据保护的法律规定，并对其雇员施加遵守这些规定的义务。

11 Termination 终止

11.1 The termination of contracts for work and services is permitted by giving the other party 2 months prior written notice. Both parties are entitled to terminate the contract with immediate effect for good cause. For the avoidance of doubt, in case of termination the Client will pay cbs CN for any services/work performed until the date the termination becomes effective. Notice to terminate must be in writing.

提前 2 个月书面通知对方，可终止工作和服务合同。双方均有权以正当理由立即终止合同。为避免疑问，在终止合同的情况下，客户应向 cbs CN 支付终止合同生效日之前的服务/工作费用。终止通知必须以书面形式发出。

12 Final provisions 最终条款

12.1 **Entire Agreement / Written form requirement**. This Agreement contains all regulations concerning the object of this Agreement. Additional verbal agreements do not exist. Any modifications and/or addenda to this Agreement shall be in writing.

完整协议/书面形式要求。本协议包含有关本协议目标的所有规定。不存在其他口头协议。对本协议的任何修改和/或增补均应以书面形式进行。

12.2 **Assignment**. The assignment of any of the parties' rights and obligations under any agreement governed by cbs CN GTC in whole or in part, to third parties is subject to the other parties' prior written consent, such consent shall not be unreasonably withheld. Affiliated Companies shall not be considered as third parties under this

Agreement.

转让。将 cbs CN GTC 所管辖的任何协议项下的任何双方权利和义务全部或部分转让给第三方，须事先征得对方的书面同意，且不得无理拒绝。关联公司不应被视为本协议项下的第三方。

12.3 **No Waiver**. Any failure or delay by either party in exercising any right, power or privilege to which it may be entitled under this Agreement shall not be construed a waiver of the right, nor will any single or partial exercise of the right preclude any further exercise of the right.

不弃权。任何一方未行使或延迟行使本协议规定的任何权利、权力或特权，不得解释为放弃该权利，单次或部分行使该权利也不妨碍进一步形式该权利。

12.4 **Force Majeure**. Any force majeure making the performance of a service (except payment) or of an obligation substantially more difficult or impossible shall entitle the affected party to postpone the performance of such duty or obligation for the duration of such interference and for a reasonable start-up period. “Force majeure” means any event or circumstances, which is beyond the reasonable control of the party seeking to rely on such force majeure, including natural disasters, war, hostilities, embargo, fire, national strikes, pandemics which could not reasonably have been foreseen by that party at the date of this Agreement, the consequences of which could not reasonably have been avoided by that party, and which prevents that party from carrying out any of its obligations under this Agreement.

不可抗力。任何使履行服务（付款除外）或义务变得更加困难或不可能的不可抗力，受影响方应有权在干扰期间和合理的启动期内推迟履行该责任或义务。“不可抗力”是指超出寻求援用不可抗力一方合理控制范围的任何事件或情况，包括自然灾害、战争、敌对行动、禁运、火灾、全国性罢工、大流行病，该方在本协议签订之日无法合理预见，其后果该方无法合理避免，并使该方无法履行本协议规定的任何义务。

12.5 **Non-solicitation**. Neither party shall knowingly solicit or hire, any of the other party’s employees involved in the work/services during the term of the applicable contract/SoW and for a period of six (6) months from the termination thereof, without the express

written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

不招揽。在适用的合同或 SoW 期间内以及合同或 SoW 终止后的 6 个月内，未经另一方明确的书面同意，任何一方不得故意招揽或雇用另一方参与工作/服务的任何雇员。本规定不限制任何一方在媒体上进行一般招募或招聘的权利。

12.6 **Independent Contractor**. The relationship of Client and cbs CN established by these General Terms and Conditions is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by these General Terms and Conditions.

独立承包商。客户与 cbs CN 在本一般条款中建立的关系是独立承包商关系，本一般条款不构成雇佣、代理、信托、合伙或信托关系。

12.7 **Compliance with Export restrictions**. Client acknowledges that the work/services under these General Terms or a separate contract or SoW, which may include technology, may be subject to various export control laws and regulations on embargoes, sanctions of an economic, commercial or financial nature and other restrictive measure of the country in which the work/services are rendered or received. Client confirms that it will strictly abide and comply with any such restrictive rules and regulations and not export or re-export the work/services to a restricted country, or one which is subject to any restrictions, without having obtained all required permits and approvals.

遵守出口限制。客户承认，本一般条款或单独合同或 SoW 下的工作/服务（可能包括技术）可能受制于各种出口管制法律法规，包括禁运、经济、商业或金融性质的制裁，以及工作/服务提供地或接收地所在国家的其他限制性措施。客户确认，将严格遵守任何此类限制性规定和条例，在未获得所有必要许可和批准的情况下，不向受限制国家或受任何限制的国家出口或再出口工作/服务。

12.8 **Invalidity**. Any invalidity of any provisions of these Terms and Conditions or of any individual agreement entered into on their basis shall not affect the validity of any other provision thereunder. In such a case, the parties shall cooperate in creating provisions

the economic result of which comes as close as possible to the economic result of an invalid provision in a manner valid under law. The above shall apply accordingly to incomplete provisions.

无效。本条款和条件的任何规定或基于此签订的任何单独协议的任何无效性，均不影响本条款和条件下任何其他规定的有效性。在这种情况下，双方应合作制定条款，其经济效果尽可能接近无效条款的经济效果，并符合法律法规。上述规定适用于不完整的条款。

12.9 **Dispute resolution**. In case any dispute arises out of and in connection with this Agreement or Work Order, before commencing any action or court proceeding, both parties will endeavor to settle such dispute amicably between themselves within a period of 30 (thirty) days from the date of the first occurrence of such dispute. In the event that the parties fail to reach an agreement within the 30 (thirty) day period (counting from the notification of one party to the other party that a dispute has arisen), any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by the Shanghai International Arbitration Center (“SHIAC”) in accordance with the Arbitration Rules of the Shanghai International Arbitration Center ("SHIAC Rules") for the time being in force, which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be Shanghai. The language to be used in the arbitral proceedings shall be English.

争议解决。如果因本协议或工作订单引起任何争议，在开始任何诉讼或法院程序之前，双方应努力在争议首次发生之日起 30 天内友好解决争议。如果双方未能在 30 天期限内（自一方通知另一方发生争议之日起计算）达成协议，任何由本协议引起或与本协议有关的争议，包括有关本协议的存在、有效性或终止的任何问题，均应提交上海国际仲裁中心(“SHIAC”)根据《上海国际仲裁中心规则》（“SHIAC 规则”）进行仲裁并最终解决。仲裁地法定地点为上海。仲裁程序中使用的语言为英语。

12.10 **Applicable Law**. All individual agreements entered into under these Terms and Conditions shall be governed by the laws of China under the exclusion of the UN Law on Sales (CISG United Nations Convention on Contracts for International Sale of Goods dated April 11, 1980). Applicability of any law other than China law by way of

applying any principles of private international law is expressly excluded.

适用法律。根据本条款和条件签订的所有单独协议均应受中国法律管辖，但《联合国销售法（1980 年 4 月 11 日《联合国国际货物销售合同公约》（CISG））除外。通过适用国际私法的任何原则，明确排除中国法律以外的任何法律的适用性。