

TERMS AND CONDITIONS LICENSE AND PURCHASE AGREEMENT

条款和条件 许可与采购协议

1. License.

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(c). If you are being granted a perpetual License, you may install only the number of copies of the Software at the Site Location(s) for which you have been granted a license for use by you, your employees or authorized independent contractors. You may make and retain one additional copy for backup purposes only, and may transfer the location of any Site Location if you obtain EFI's prior written consent.

(d). If you are being granted a term License, except as otherwise specified on the Purchase Documentation, such license has an Initial Term of three (3) years from the Start Date. If you do not provide written notice of termination to EFI at least 90 days before the end of the Initial Term or any Renewal Term, the term will automatically renew at EFI's then-current fees. Only you, your employees or authorized independent contractors, and your end users, as applicable, may Access the Product, and only for your business. You are solely responsible for ensuring that data entry is timely, accurate, and reflects your requirements. You shall indemnify and hold EFI harmless from any liability, damages, or costs arising from data entered by you or your end users or on your behalf.

(e). Some third-party materials distributed with the Product may be subject to other terms and conditions, which are typically found in a separate license agreement or "Read Me" file provided with those third-party materials. The License does not apply to any third-party software except as specified herein.

YOU ACKNOWLEDGE THAT THE PRODUCT MAY CONTAIN A LICENSE KEY TO PREVENT UNAUTHORIZED USE, THAT THE LICENSE KEY IS NOT

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1. 许可

(a). EFI 授予您有限的个人不可转让非独占许可，以便您能仅出于文件规定的目的使用或访问软件 and 文件。只有您、您的员工或授权独立承包商及您的终端用户（如适用）可使用或访问产品或文件。其他条款和条件可能会随新产品或产品更新、发布或升级提供。

(b). 软件用于授权使用而非出售。除本协议规定的权利外，您对软件或文件不拥有任何明示或暗示所有权或任何其他权利。您不得再许可、分许可、复制、修改、加强、修正、从中创造衍生产品、反编译、解密、反向工程或反汇编软件（包括任何数据库）或文件，或允许任何第三方这样做。您不得在任何分时服务中心或类似安排中或以任何可能会让全部或部分软件或文件受任何排除许可规限的方式出租、租赁、租借或以其他方式散布或使用软件或文件。

(c). 若您获授永久许可，您仅可在现场位置安装指定数量的软件副本，以供您、您的员工或获授权独立承包商使用。您可制作并保留一份额外副本，仅作备份之用，并可在事先获得 EFI 书面同意的情况下，转移任何现场位置的位置。

(d). 如果您获授短期许可，除非购买文件另行规定，否则，该许可的初始期限为自开始日期起三(3)年。如果您并未在初始期限或任何续期期限结束前提前至少 90 天向 EFI 提供书面终止通知，该期限将自动按 EFI 其时现行的费用续期。只有您、您的员工或授权独立承包商及您的终端用户（如适用）可访问产品，且仅可用于您的业务目的。您须全权负责确保数据输入及时、准确并反映您的要求。您应就您或您的终端用户或代表输入的数据所引起的任何责任、损害或费用向 EFI 作出弥偿，并使其免受损害。

(e). 随产品分发的一些第三方材料可能受其他条款和条件规限，该等条款和条件可在随第三方材料一起提供的独立许可协议或“阅读我”文件中找到。该许可不适用于任何第三方软件，本文指定的情况除外。

您确认，产品可能包含一个防止非授权的许可密钥且该许可密钥并非病毒，该许可密钥的执行或禁用可能会让产品或其部分不可操作，以及 EFI 可能会在您的许可版本 2018.07.19

A VIRUS, THAT EXECUTION OR DEACTIVATION OF THE LICENSE KEY MAY RENDER THE PRODUCT OR A PORTION OF IT INOPERABLE, AND THAT EFI MAY EXECUTE OR DEACTIVATE THE LICENSE KEY UPON TERMINATION OF YOUR LICENSE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT, IF THE LICENSE KEY IS EXECUTED OR DEACTIVATED AS SPECIFIED IN THIS AGREEMENT, YOU MAY BE OBLIGATED TO PAY EFI'S THEN-CURRENT FEE TO REACTIVATE THE PRODUCT, PLUS ANY OTHER APPLICABLE FEES.

2. Installation and Professional Services.

(a). Installation. Unless specified in the Purchase Documentation, the installation and implementation of the Product is your exclusive responsibility. EFI has no responsibility to modify the Product to cause it to function or operate on any particular hardware system, configuration, or platform or with any other software.

(b). Professional Services. You may purchase Professional Services from EFI, and statement(s) of work may be created to more fully describe the scope, duration, and/or fees for the Professional Services and shall be governed by this Agreement. All pre-paid Professional Services must be used within twenty-four (24) months of the Start Date.

(c). Compensation and Expenses. On-site Professional Services days are based on a standard 8-hour work day. Additional hours will be billed at EFI's then-current applicable rate unless a different rate is mutually agreed to by the parties. Customer shall reimburse EFI for all reasonable out-of-pocket expenses (including travel, lodging and meals) incurred in connection with on-site Services session(s). Professional Services scheduled and/or performed (i) during after-hours on a weekday or (ii) on a Saturday will be invoiced at 150% of EFI's then-current Professional Services Fees. Professional Services scheduled and/or performed on a Sunday or a government-recognized holiday will be invoiced at 200% of EFI's then-current Professional Services Fees.

3. Hosted Solutions.

If EFI or its designated third-party providers are hosting the Software, the following additional terms and conditions apply:

(a). EFI or its designated provider will provide those services necessary to allow you Access, including a password(s).

(b). Data Entry. All data generated by and through your Access will reside on servers of EFI or its third party providers.

(c). Password Security. You are solely responsible for (i) ensuring that only authorized individuals have access to passwords to Access the Product, (ii) assigning roles and authority levels for your Access, (iii) the conduct of individuals with Access, and (iv) maintaining the confidentiality and integrity of passwords and authority levels. You shall
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终止时执行或禁用该许可密钥。您进一步确认并同意，若该许可密钥如本协议所述被执行或禁用，您则有义务向 EFI 支付重新激活产品所需的其时现行费用及任何其他适用费用。

2. 安装与专业服务

(a). 安装。除非采购文件中另有规定，否则，安装和实施产品是您的专有责任。EFI 概无责任修改产品，以使其在任何特定硬件系统、配置或平台上或与任何其他软件一起运作或运行。

(b). 专业服务。您可从 EFI 处购买专业服务，并可创建工作说明书，以更详细地描述专业服务的范围、期限和/或费用，该工作说明书应受本协议管辖。所有预付费专业服务必须在自开始日期起计二十四(24)个月内使用。

(c). 报酬和费用。现场专业服务天数基于标准的 8 小时工作日厘定。额外的工时将按 EFI 其时现行的费率收费，除非双方约定不同的费率。对于 EFI 就现场服务招致的所有合理的现付开支（包括差旅及食宿开支），客户应向 EFI 作出偿付。在(i)工作日下班时间之后或(ii)星期六安排及/或执行的专业服务将按 EFI 其时现行的专业服务费的 150%收费。在星期日或法定假期安排及/或执行的专业服务将按 EFI 其时现行的专业服务费的 200%收费。

3. 托管解决方案

若 EFI 或其指定第三方提供商托管软件，则下列附加条款和条件将适用：

(a). EFI 或其指定提供商将为您提供访问软件所需的所有必要服务，包括密码。

(b). 数据输入。所有由和通过您的访问生成的数据都将存储在 EFI 或其第三方提供商的服务器上。

(c). 密码安全。您须全权负责 (i) 确保只有授权人员方可获取访问产品的密码，(ii) 为您的访问分配角色和权限级别，(iii) 拥有访问权的人员的行为及 (iv) 维护密码和权限级别的机密性和完整性。您应就您未遵守本条规定所引起的任何责任、损害或费用向 EFI 作出弥偿，并使其免
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indemnify and hold EFI harmless from any liability, damages, or costs arising from your failure to comply with this Section.

(d). Scheduled Downtime. Downtime is required from time-to-time for regular maintenance of the technology that supports the Product. EFI will use commercially reasonable efforts to perform scheduled downtime outside normal business hours.

(e). Unexpected Outages. EFI will use commercially reasonable efforts to avoid unexpected outages and to restore Access as soon as possible. If you do not have Access for more than two (2) consecutive hours within any 24-hour period because of an unexpected outage caused by EFI, you may request credit for one day of the applicable fees (based on an average of that month's invoice). THIS IS YOUR SOLE AND EXCLUSIVE REMEDY AND EFI'S ENTIRE LIABILITY FOR UNSCHEDULED DOWNTIME OR OUTAGES, AND EFI WILL NOT BE LIABLE FOR ANY DAMAGES RELATED TO ANY UNSCHEDULED DOWNTIME OR OUTAGES.

(f). Self-Hosting. You at all times retain the right to self-host the Product from another location and, if you are being granted a term license, continue to pay the Term License Fees for the Software. Any Professional Services performed by EFI in migrating a hosted solution to a self-hosted solution shall be billable at EFI's standard rates.

4. Fees and Payments.

(a). You agree to pay all applicable Fees.

(b). Title and risk of loss for any media or hardware for the Product transfers to you at EFI's designated manufacturing plant(s) or warehouse(s). If the Product is delivered electronically, risk of loss shall transfer to you upon when the Product or Access is made available to you.

5. Product Maintenance.

(a). Subject to your timely payment of all applicable Fees, EFI or its designated provider will provide you with Maintenance for the Product. Maintenance terms automatically renew unless cancelled by either party with written notice at least 30 days before the renewal date.

(b). You must possess a valid License to use any upgrade or update. By using an upgrade or update, your license to any previous version of the Product automatically terminates. If you (i) have an out-of-date version of the Product or (ii) are not current on Maintenance due to your failure to timely pay Maintenance Fees and wish to update your version of the Product, you must pay any unpaid fees and may be subject to additional fees to transfer or convert any old data. EFI reserves the right to discontinue Maintenance for all out-of-date versions of the Product.

受损害。

(d). 预定停机。为了对支持产品的技术进行定期维护，需要不时停机。EFI 将尽商业上合理的努力在正常营业时间以外的时间执行预定停机。

(e). 意外停机。EFI 将尽商业上合理的努力避免意外停机，并尽快恢复访问。若您有任何 24 小时内因 EFI 引起的意外停机未能访问产品超过连续两 (2) 个小时，您可申请免除一天的适用费用（按照当月发票的平均费用计算）。这是您就非预定停机或故障获得的唯一专有补救及 EFI 的全部责任，对于与任何非预定停机或故障相关的任何损害，EFI 概不承担任何责任。

(f). 自托管。您始终有权从其他地点对产品进行自托管，并继续就软件支付短期许可费（若您获授短期许可）。EFI 在将托管的解决方案迁移至自托管解决方案时提供的任何专业服务应按 EFI 的标准费率收费。

4. 费用和付款

(a). 您同意支付所有适用费用。

(b). 产品的任何媒介或硬件的所有权和损失风险从 EFI 指定制造厂或仓库转移给您。若产品以电子方式交付，损失风险应在您获得产品或访问权后立即转移给您。

5. 产品维护

(a). 只要您及时支付所有适用费用，EFI 或其指定制造商将为您提供产品维护服务。维护条款将自动续期，除非任何一方在续期日期间提前至少 30 天发出书面通知要求取消。

(b). 您必须持有有效许可证，以使用任何升级或更新版本。通过使用升级或更新版本，您获得的产品先前版本许可将自动终止。若您 (i) 持有的产品版本已过时或 (ii) 因您未及时支付维护费用近期未对产品进行维护且希望更新您的产品版本，您必须支付任何未付费用，并可能需支付额外费用，以传输或转换任何旧数据。EFI 保留停止维护产品过时版本的权利。

6. Warranty and Disclaimer.

(a). Limited Warranties. EFI warrants to you that (i) EFI has the right to grant the License, (ii) subject to your timely payment of all applicable Fees, the Products as delivered to you will perform materially in accordance with EFI's then-current, applicable specifications if all available updates, upgrades, and bug-fixes are properly installed, and (iii) any Professional Services you purchase will be provided in good and workmanlike manner consistent with generally accepted industry standards. This warranty shall not apply to defects attributable to (A) any equipment or software not provided or approved for use by EFI, (B) any modification of the Product by you, your employees, or any third party acting on your behalf, (C) any accident, neglect, misuse, or abuse by you, your employees, or any third party acting on your behalf, or (D) exposure of the Product to conditions outside the range of environmental, power, and operating specifications provided by EFI. You must cooperate fully and promptly with EFI's attempts to identify the cause of any claimed breach of this limited warranty.

(b). Security. You agree to be solely responsible for (i) ensuring the confidentiality, security, and integrity of your network connectivity, data, and servers, (ii) preventing and bearing the risk of any loss or damage to any data on your servers, and (iii) maintaining archive and backup copies of any data.

(c). WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE PRODUCT IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. EFI, ITS SUPPLIERS, AND LICENSORS SPECIFICALLY DISCLAIM ANY OTHER WARRANTIES AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND ANY WARRANTIES RELATING TO SECURITY. EFI MAKES NO WARRANTY, IMPLIED OR OTHERWISE, REGARDING THE PERFORMANCE OR RELIABILITY OF ANY OTHER PRODUCTS, SERVICES, OR ANY THIRD PARTY PRODUCTS (SOFTWARE OR HARDWARE) OR SERVICES. THERE IS NO WARRANTY OR REPRESENTATION THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED, FAULT-TOLERANT, SECURE, OR ERROR-FREE, OR THAT THE PRODUCT WILL BE FREE FROM DEFECTS OR INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AND THE ENTIRE LIABILITY OF EFI AND ITS SUPPLIERS, RELATING TO ALL PRODUCTS, SERVICES, AND WARRANTIES SHALL BE, AT EFI'S OPTION,

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6. 保证与免责声明

(a). 有限保证。EFI 向您保证，(i) EFI 有权授予许可，(ii) 若您及时支付所有适用的费用且所有适用的更新、升级和漏洞修复均已正确安装，交付给您的产品将大体上根据 EFI 其时现行的适用规范运行以及 (iii) 您购买的任何专业服务将以符合公认的行业标准的专业方式向您提供。该保证不得适用于由于 (A) 非 EFI 提供或未经 EFI 批准使用的任何设备或软件、(B) 您、您的员工或代表您行事的任何第三方对产品所作的任何修改、(C) 您、您的员工或代表您行事的任何第三方的意外行为、疏忽、误用或滥用或 (D) 产品暴露在 EFI 提供的环境、功率和操作规范规定以外的条件下引起的缺陷。对于 EFI 试图找出任何声称的违反该有限保证的行为的原因，您必须及时提供全力协助。

(b). 安全。您同意全权负责 (i) 确保您的网络连接、数据和服务器的机密性、安全性和完整性，(ii) 防止并承担您的服务器上的任何数据丢失或损坏风险以及 (iii) 维护任何数据的存档和备份副本。

(c). 免责声明。除本协议规定的情况外，产品均“按原样”提供。在适用法律允许的最大范围内，本协议中的保证和补救具有排他性，并取代其他所有口头或书面、明示或暗示的保证和补救。EFI、其供应商和许可方明确拒绝任何其他保证和补救，包括但不限于针对特定用途适销性和适用性的暗示保证；履约惯例、交易惯例或商业惯例中产生的任何暗示保证；以及任何与安全相关的保证。对于任何其他产品、服务、或任何第三方产品（软件或硬件）或服务的性能和可靠性，EFI 概不作任何暗示或其他形式的保证。概未作出关于产品运行不间断、容错、安全或无误或产品无缺陷或未侵犯或侵害任何第三方知识产权的保证或声明。在适用法律允许的最大范围内，根据 EFI 的选择，您就所有产品、服务和保证获得的唯一补救及 EFI 及其供应商与之相关的全部责任应为 (1) 维修或更换产品或重新履行未满足有限保证的服务，或 (2) 按未满足有限保证的产品或服务其时现行的合理商业价值（若有）提供退款。除本协议规定的情况外，不得退款、退货、换货或更换。对于任何第三方硬件产品的性能或可靠性，EFI 概不作任何暗示或其他形式的保证，经允许，EFI 将通过任何第三方向客户所作的保证。

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7. Infringement Indemnification.

EFI will indemnify you from IP Claims and reimburse you for damages paid by you to the party bringing the IP Claim pursuant to a final, non-appealable judgment that the Product directly infringes any Third Party IP Rights. You agree that EFI shall be relieved of its obligations under this Section unless you notify EFI in writing within 10 business days of learning of the IP Claim, and give EFI proper and full information, assistance, and exclusive authority to defend or settle the IP Claim. If the Product or any part of it is in EFI's opinion likely to become the subject of a claim of infringement of Third Party IP Rights, or if it is adjudicatively determined that the Product or any part of it infringes Third Party IP Rights, EFI may at its option (i) obtain for you a license or right to use the Third Party IP Rights so you can continue to use the Product, or (ii) replace or modify the Product with other suitable and reasonably equivalent non-infringing technology or parts, or (iii) if it is not commercially reasonable to take the actions described in clauses (i) or (ii) in this sentence, terminate your License and, if you return the Product to EFI, refund a portion of the license fee paid by you equal to the then-current reasonable commercial value (if any) of the Product. EFI shall not be responsible, liable, or obligated to indemnify or reimburse you if the alleged infringement arises out of (i) compliance with your requirements or specifications that are outside EFI's standard specifications for the Product, (ii) any addition or incorporation to or modification of the Product at your request, (iii) any combination of the Product with any product or software not provided by EFI, or (iv) use of the Product in the practice of a process or system other than that for which it was intended. In any event as described in the preceding sentence, you shall defend and/or settle any claim brought against EFI at your own expense, and shall indemnify EFI against any costs, legal fees, other expenses, and damages required for the defense or settlement of the claim.

THE RIGHTS GRANTED TO YOU IN THIS SECTION ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY ALLEGED INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7. 侵权弥偿

EFI 将就知识产权索赔向您作出弥偿，并就您根据产品直接侵犯任何第三方知识产权的最终不得抗告判决向提起知识产权索赔的一方所支付的赔偿金作出补偿。您同意，除非您在获知知识产权索赔后 10 个营业日内以书面形式通知 EFI，并向 EFI 提供抗辩或解决知识产权索赔所需的适当、充分信息、援助和专有权力，否则 EFI 应免除其在本条下的义务。若 EFI 认为产品或其任何部分可能引起侵犯第三方知识产权索赔，或法院判决产品或其任何部分侵犯第三方知识产权，EFI 可自行选择 (i) 为您获取使用第三方知识产权的许可或权利，以便您能继续使用产品，(ii) 采用其他适当、合理等价的非侵权技术或部件更换或修改产品，(iii) 若采取本条 (i) 或 (ii) 款所述行动在商业上不合理，则终止您的许可，若您已将产品退还给 EFI，则退还您所支付的部分许可费（等价于产品其时现行的合理商业价值（若有））。若被控侵权是由于 (i) 遵守 EFI 产品标准规范以外的您的要求或规范、(ii) 经您的要求对产品进行任何添加、合并或修改、(iii) 产品与非 EFI 提供的任何产品或软件的任何组合或 (iv) 将产品用于其预期用途以外的任何流程或系统而引起，EFI 概无责任或义务对您作出弥偿或赔偿。在前款所述的任何情况下，您均应自费抗辩和/或解决任何针对 EFI 提起的索赔，并应就抗辩或解决该等索赔所需的任何费用、法律费用、其他开支和损害赔偿向 EFI 作出弥偿。

本条款授予您的权利是您就任何被控侵犯任何第三方知识产权享有的唯一专有补救。

8. LIMITATION OF LIABILITY.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL EFI OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, SERVICES, OR YOUR USE OF OR INABILITY TO USE OR ACCESS THE PRODUCTS OR ANY PORTION OF IT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EFI IS NOT RESPONSIBLE FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT, LOSS OF DATA, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SOFTWARE OR SERVICES, OR CLAIMS BY THIRD PARTIES (OTHER THAN AS DESCRIBED IN THE SECTION ON INFRINGEMENT INDEMNIFICATION). EXCEPT FOR INSTANCES INVOLVING EFI'S WILLFUL MISCONDUCT, EFI WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS, MISUSE, OR INTRUSION RELATED TO YOUR DATA ON EFI'S OR ITS SUPPLIERS' SERVERS OR ANY NETWORK YOU USE IN CONNECTION WITH THE PRODUCT.

IN NO CASE SHALL EFI'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THE PRODUCTS, SERVICES, ACCESS, AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF THE FEES ACTUALLY PAID BY YOU IN THE 12 MONTHS PRECEDING THE CLAIM FOR THE EFI PRODUCT, SERVICES, OR ACCESS GIVING RISE TO THE CLAIM. YOU AGREE THAT THIS AMOUNT IS SUFFICIENT TO SATISFY THE ESSENTIAL PURPOSE OF THIS AGREEMENT, THAT THIS AMOUNT IS A FAIR AND REASONABLE ESTIMATE OF ANY LOSS AND DAMAGE LIKELY TO BE SUFFERED IN THE EVENT OF ANY WRONGFUL ACT OR OMISSION BY EFI OR ITS SUPPLIERS AND LICENSORS, AND THAT THE PRICE OF THE PRODUCT, PROFESSIONAL SERVICES, OR ACCESS REFLECTS THIS ALLOCATION OF RISK. YOU AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS FORM AN ESSENTIAL ELEMENT OF THIS AGREEMENT, WITHOUT WHICH EFI WOULD NOT HAVE LICENSED OR SOLD THE PRODUCT TO YOU OR PROVIDED YOU WITH ACCESS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS OF LIABILITY IN THIS AGREEMENT, SOME OR ALL OF THEM MAY NOT APPLY TO YOU.

8. 责任范围

在法律不禁止的范围内，在任何情况下，对于由本协议、产品、服务或您对产品或其任何部分的使用或无法使用引起的任何直接、特殊、附带、间接、信赖、示范性或惩罚性损害（不论如何引致，亦不论基于何种责任理论），EFI 或其供应商或许可方概不负任何责任，即使其知晓可能存在该等损害。对于任何利润或收入损失、产品的使用损失、数据丢失、恢复任何数据的费用、替代软件或服务的费用或第三方提起的索赔（侵权弥偿条款中所述情况除外），EFI 概不承担任何责任。除涉及 EFI 蓄意不当行为的情况以外，对于与您在 EFI 或其供应商服务器上的数据或您使用的与产品有关的任何网络相关的任何违约、非授权访问、误用或侵入所引起的损害，EFI 概不承担任何责任。

在任何情况下，EFI 就由产品、服务、访问和/或本协议引起或与之相关的所有索赔承担的全部责任（不论采取何种行动方式（基于合约、侵权、法规或其他形式）），均不得超过在对引起索赔的 EFI 产品、服务或访问提出索赔前 12 个月内您所实际支付的费用总额。您同意，该金额足以满足本协议的根本目的，该金额是对 EFI 或其供应商和许可方出现任何不当行为或疏忽的情况下可能遭受的任何损失或损害的公平合理预估，产品、专业服务或访问的价格反映了该风险分配。您同意，上述责任范围和免责声明构成本协议的基本要素，没有该基本要素，EFI 就不会向您许可或出售产品或提供给您访问权。

由于一些司法管辖区不允许本协议中的全部或部分除外责任或责任范围，因此，这些条款中的一些或全部可能并不适用于您。

9. Proprietary Rights & Confidential Information.

(a). No Implied Conveyance of Proprietary Rights. The Product, Documentation, and any Work Product are the valuable, confidential, and proprietary property of EFI, its suppliers and licensors. EFI is not conveying any of its Intellectual Property Rights, except the limited rights specified in this Agreement. You must maintain and reproduce all copyright, trademark, patent, and other proprietary notices on the Product in the same form and manner as delivered by EFI.

(b). Protection of Information. You must not disclose any of EFI's Confidential Information, and must take precautions with respect to EFI's Products and Confidential Information that are at least as protective as you take to protect your own confidential information and proprietary rights of the greatest sensitivity. You must advise your employees and authorized independent contractors of the confidential and proprietary nature of the Product and EFI's Confidential Information and of the restrictions imposed by this Agreement, and confine access to the Product and EFI's Confidential Information to those individuals who need it in the ordinary course and scope of their employment or relationship with you. Except as specified in this Agreement, you may not directly or indirectly disclose any part of the Product, EFI's Confidential Information, or Documentation to any third party.

(c). Termination; Injunctive Relief. Your violation of the confidentiality obligations or of EFI's Intellectual Property Rights may cause irreparable damage that cannot be fully remedied by money damages. In the event of any actual or threatened violation, you agree that EFI will be entitled, in addition to any other remedy available to it, to (i) terminate this Agreement, retake possession of the Product, execute the License Key, and/or terminate Access, and/or (ii) obtain injunctive or other equitable relief from any court of competent jurisdiction to prevent any further violation.

(d). Use of Your Trademarks and Logos. Subject to any reasonable use guidelines, you grant EFI a non-exclusive, worldwide, royalty-free license to use Customer Marks in connection with this Agreement, for use with the Product, for promoting EFI's Products in marketing materials, print, or on-line advertising, and for identifying you as an EFI customer. You shall also secure for EFI any rights or sublicenses required for EFI's use of the trademarks or service marks of your Affiliates. EFI acknowledges that (i) Customer Marks are owned solely and exclusively by you or your Affiliates, (ii) EFI has no other rights, title, or interest in or to Customer Marks, and (iii) all use and goodwill of Customer Marks by EFI shall inure to the benefit of you and your Affiliates.

10. No Assignment.

You may not assign or transfer, voluntarily, by operation of law, or otherwise, any rights under this Agreement without EFI's prior written consent, which may be withheld, delayed, or conditioned in EFI's sole discretion. Any attempted assignment or transfer without EFI's consent shall be null and void.

9. 专有权利和机密信息

(a). 无隐含的专有权利转让。 产品、文件和任何工作成果都是 EFI、其供应商和许可方的宝贵、机密专有财产。EFI 未转让其任何知识产权，本协议规定的有限权利除外。您必须按照 EFI 交付的相同方式，维护和复制产品上的所有版权、商标、专利和其他专有权利声明。

(b). 信息保护。 您不得披露 EFI 的任何机密信息，对于 EFI 的产品和机密信息，您必须至少采取如同保护自己最敏感的机密信息和专有权利一样的保护措施。您必须告知您的员工和授权独立承包商产品和 EFI 机密信息的机密和所有权性质以及本协议施加的限制条件，并仅允许日常工作中需要访问产品和 EFI 机密信息的人员根据其职责范围及与您的关系访问产品和 EFI 机密信息。除本协议规定的情况外，您不得直接或间接向任何第三方披露产品、EFI 机密信息或文件的任何部分。

(c). 终止；禁令救济。 倘若您违反保密义务或 EFI 的知识产权，可能会造成不可挽回的损害，该等损害无法通过金钱赔偿完全补救。倘若出现任何实际或潜在违约行为，您同意，除任何其他补救措施外，EFI 将有权 (i) 终止本协议、收回产品、执行许可密钥和/或终止访问权，及/或 (ii) 从任何具有合法管辖权的法院获得禁令救济或其他衡平法救济，以防止任何进一步的违约行为。

(d). 使用您的商标和徽标。 根据任何合理使用指南，您授予 EFI 使用与本协议相关的客户标志的非排他性、全球性、免版税许可，以用于所述产品、在营销材料、打印材料或在线广告中推广 EFI 产品或将您识别为 EFI 客户。您还应授予 EFI 使用您的附属公司的商标或服务标志所需的任何权利或分许可。EFI 确认，(i) 客户标志完全由您或您的附属公司拥有，(ii) EFI 对客户标志无任何其他权利、所有权或权益，以及 (iii) EFI 对客户标志的一切使用和善意均应使您或您的附属公司受益。

10. 不得转让

未经 EFI 事先书面同意，您不得自愿、依法或以其他方式转让或让与本协议项下的任何权利，EFI 可自行决定拒绝、推迟或限制该等转让或让与。未经 EFI 同意的任何试图转让或让与均为无效。

11. Export Law Compliance.

The Product and related technology, information, and materials are subject to the export laws and regulations of the United States. You must comply with those and any other applicable export laws or regulations. You are solely responsible for obtaining any necessary export licenses and exemptions. The Product and related technology, information, and materials may not be exported or re-exported to any U.S.-embargoed country, to any person or entity on any list of prohibited parties designated by the U.S. government, or otherwise in violation of any export law or regulation.

12. Termination.

(a). This Agreement may be terminated immediately upon written notice to the other party (i) by EFI, if you fail to make any required payment other than Maintenance Fees, (ii) by the non-breaching party, if you or EFI fails to cure a material breach within 30 days after written notice from the non-breaching party, or (iii) by EFI, if you cease doing business as a going concern, become the object of voluntary or involuntary bankruptcy or liquidation proceedings that are not dismissed within 60 days after the initial filing, or if a receiver is appointed with respect to a substantial portion of your assets.

(b). Upon termination, you must promptly (i) pay EFI all unpaid fees accrued before the termination, (ii) return all EFI Confidential Information and the Product, and (iii) return any materials, programs, manuals, and other items related to or derived from the Product in your possession or control. EFI shall use commercially reasonable efforts to provide you with any proprietary data belonging to you in the format in which it is stored by EFI at the time of termination.

13. Audit Rights.

EFI may audit your use of or Access to the Product. Any audit will take place after prior notice to you, during regular business hours, and in a manner that does not unreasonably interfere with your normal business. If the audit shows that you are using or accessing the Product in a way that violates this Agreement, EFI may invoice you for such use or Access, including late fees, interest, and expenses associated with the audit. If you do not timely pay that invoice, EFI may exercise its termination rights and pursue any other rights or remedies available to it.

14. Consent to Use Data.

You acknowledge and agree that EFI may collect and use technical data and related information to facilitate providing and/or confirming authorized use of Products, Access, Professional Services, and/or Maintenance to and by you. Subject to EFI's then current privacy policy (available at <https://www.efi.com/legal/privacy/>) and applicable laws and regulations, you agree that EFI may (i) use this information to improve its products, to provide customized services or technologies to you, and/or to confirm authorized use, (ii) transfer this information to EFI's affiliates, agents, and

11. 遵守出口法律

所述产品和相关技术、信息和材料受美国出口法律和法规限制。您必须遵守这些法律和任何其他适用出口法律或法规。您须全权负责获取任何必要的出口许可和免税。不得将产品及相关技术、信息和材料出口或再出口至任何美国禁运国家、美国政府指定的任何禁止缔约方名单上的或以其他方式违反任何出口法律或法规的任何人士或实体。

12. 终止

(a). 在另一方收到以下通知的情况下，可立即终止本协议：(i) 来自 EFI 的通知，若您未支付除维护费用以外的任何必需费用，(ii) 来自守约方的通知，若您或 EFI 未能在收到守约方的书面通知后 30 天内补救重大违约行为，或者 (iii) 来自 EFI 的通知，若您停止作为一个经营主体经营业务、成为自愿或非自愿破产或首次申请后 60 天内未撤销的清算程序的对象或就您的大部分资产指定了接管人。

(b). 终止后，您必须立即 (i) 向 EFI 支付终止前产生的所有未付费用，(ii) 返还所有 EFI 机密信息和产品及 (iii) 返还任何材料、程序、手册及衍生自您占有或控制的产品或与之相关的其他项目。本协议终止时，EFI 应尽商业上合理的努力以其存储的格式向您提供任何属于您的专有数据。

13. 审核权

EFI 可审核您对产品的使用或访问。任何审核都将在事先向您发送通知的情况下，于正常营业时间内以不会不合理地干扰您的正常营业的方式进行。若审核发现您在以违反本协议的方式使用或访问产品，EFI 可就该等使用或访问向您开具发票，其中包含滞纳金、利息和审核相关费用。若您未能及时支付该发票，EFI 可行使其终止权，并追究任何可用的其他权利或补救。

14. 同意使用数据

您确认并同意，EFI 可收集和使用技术数据和相关信息，以便向您提供和/或确认您对产品、访问权、专业服务和/或维护的授权使用。根据 EFI 其时现行的隐私政策（载于 <https://www.efi.com/legal/privacy/>）及适用的法律和法规，您同意，EFI 可 (i) 使用该等信息改进其产品、向您提供定制化服务或技术和/或确认授权使用，(ii) 传输该等信息至 EFI 的附属公司、代理商和合作伙伴，以及 (iii) 传输该等信息至美国和/或 EFI 或其附属公司、代理商和合作

partners, and (iii) transfer this information to the United States and/or any other country where EFI or its affiliates, agents, and partners maintain facilities.

15. General Provisions.

(a). Taxes. Except with respect to income recognized by EFI, you will be liable for all tariffs, duties, and taxes, however designated or levied, based on your possession, use of, or Access to the Product, this Agreement, and/or any Professional Services, including but not limited to sales, use, value added, excise, services, personal property, or other taxes.

(b). Governing Law. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sales of Goods or any other international treaty or convention. Rather, this Agreement shall be governed in all respects by the laws of the State of California, USA, without regard to conflicts of laws principles. For all disputes related to this Agreement, the Product, Access, or any services provided under this Agreement, each party consents to the exclusive personal jurisdiction and venue of the state and federal courts in and for Santa Clara County, California, USA.

(c). Severability; Interpretation. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by any court of competent jurisdiction, that provision will be fully severable and this Agreement will be construed and enforced as if it were not included. This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor or against either party. The captions are for convenience only and do not affect the scope, intent, or meaning of the provisions. Any failure or delay to enforce any provision of this Agreement shall not be deemed a waiver of EFI's right to do so.

(d). Language. This Agreement is only in English, which shall be controlling in all respects. If EFI has provided you with a translation, you agree that the translation is for your convenience only and that the English-language version, not the translation, will be legally binding. If there are any conflicts or inconsistencies between the English-language version and a translation, the English-language version will control. Any notices relating to this Agreement shall be in writing in English.

(e). Entire Agreement and Modification. With respect to the subject matter or any term of this Agreement: (i) this Agreement constitutes the entire understanding of the parties; (ii) this Agreement supersedes all prior and contemporaneous communications and understandings (including but not limited to discussions, representations, warranties, inducements, promises, and agreements); (iii) there are no such communications or understandings not explicitly contained herein; (iv) neither party has relied on any such communications or understandings except as explicitly contained in this Agreement; and (v) any waiver, modification, or amendment shall be effective only if in a writing signed by the parties, where email shall not constitute such a signed writing.

伙伴的设施所在的任何其他国家。

15. 一般条款

(a). 税务。除与 EFI 确认的收入相关的税务外，您须根据您对产品、本协议和/或任何专业服务的占有、使用或访问负责所有关税、税项和税务（不论以何种方式指定或征收），包括但不限于销售税、使用税、增值税、消费税、服务税、动产税或其他税项。

(b). 适用法律。本协议不受 1980 年联合国国际货物销售合同公约或任何其他国际条约或公约管辖。然而，本协议应在各方面受美国加州法律管辖，而不考虑法律冲突原则。对于所有与本协议、所述产品、访问权或本协议项下提供的任何服务相关的争议，各方均同意美国加利福尼亚州圣克拉拉县的州和联邦法院的专属属人管辖权和审判地。

(c). 可分割性；解释。若本协议的任何条款被任何具有合法管辖权的法院认定为非法、无效或不可执行，则该条款将被完全分割，且本协议将按不包含该条款来解释和执行。本协议应按照其条款公平诠释，不得有任何有利于或不利于任一方的狭义解释。标题仅为方便起见，不影响条款的范围、意图或含义。未能或延迟执行本协议的任何条款不得被视为 EFI 放弃执行的权利。

(d). 语言。本协议的英文版本对各方面都具有约束力。如果 EFI 为您提供了解译版本，您同意该翻译版本仅供参考，而英文原版将具有法律约束力。如果英文原版与翻译版本之间有任何冲突或不一致，请以英文原版为准。任何与本协议有关的通知应以英语书写。

(e). 完整协议及修改。就本协议的主题或任何条款而言：(i) 本协议构成双方之间的完整共识；(ii) 本协议取代所有先前及同期的通信及谅解（包括但不限于讨论、声明、保证、诱因、承诺及协议）；(iii) 并无未明确载于本协议的通信或谅解；(iv) 任何一方均未依赖任何该等通信或谅解（明确载于本协议者除外）；及 (v) 任何豁免、修改或修订仅当采用书面形式且经双方签署时方可生效，电邮不构成该等经签署的书面文件。

(f). Orders and Acceptance. All orders for Products or Professional Services made pursuant to this Agreement are non-cancelable, non-refundable and must be submitted at least fifteen (15) days prior to the requested order delivery date. For any given order, you shall make the order and corresponding payment to EFI or its subsidiary or affiliate depending upon which company is making the sale of Products or Professional Services for that order. Orders shall not be deemed accepted or binding without written notification of acceptance from EFI. This Agreement shall govern all subsequent orders, and nothing contained in Customer's purchase orders or other communications shall in any way modify this Agreement.

(g). Independent Contractors. You and EFI, and our respective employees and representatives, are and shall be independent contractors with respect to the other party. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(h). Survival. The provisions of this Agreement that relate to fees and payment terms, ownership of intellectual property and proprietary rights, export law compliance, termination, confidentiality, infringement indemnification, warranty disclaimers, limitation of liability, governing law, survivability, force majeure, severability and interpretation, definitions, modification and use of software products owned or distributed by Microsoft, Oracle or Adobe included in an EFI Product shall survive termination of this Agreement.

(i). Force Majeure. Except for payment of monies, no party shall be liable for its failure to perform any obligations on account of strikes, shortages, failure or acts of suppliers, riots, insurrection, fires, flood, storm, explosions, acts of God, war, military operations, acts of terrorism whether actual or threatened, acts of a public enemy, epidemics, quarantines, governmental action, labor conditions, earthquakes, material shortages, or any cause that is similar to those enumerated or beyond the reasonable control of such party.

(j). Compliance With Laws. You may only use the Product in compliance with all applicable laws and regulations. Upon written notice to you, EFI may modify or suspend your use of or Access to the Product as necessary to comply with any law or regulation. Both parties acknowledge their responsibilities and commitments to abide by and comply with international anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act and the United Kingdom Anti-Bribery Act, and any amendments and regulations relating to those laws, in addition to each of our own ethical guidelines (EFI's Code of Conduct is available online at <http://ir.efi.com/committee-details/code-business-conduct-and-ethics>). Specifically, for example, no employee, or any individual or entity acting on behalf of or for the benefit of either EFI or Customer, shall give or receive anything of value, or anything that may be perceived as valuable, to or from a government official or any other individual for the purpose of influencing any act, securing any improper advantage, or obtaining or retaining business.

(f). 订单与接受。根据本协议下达的关于产品或专业服务的所有订单均不可取消、不可退款，且必须在要求的订单交付日期前提前至少十五(15)天提交。对于任何指定订单，您应向 EFI 或其附属公司或联属公司下达订单及作出相应付款（取决于由哪一家公司销售该订单的产品或专业服务）。若无 EFI 的书面接受通知，订单不得视为已获接受或具有约束力。本协议应管辖所有后续订单，客户的购买订单或其他通信的任何内容均不得以任何方式修改本协议。

(g). 独立承包商。您和 EFI 及我们各自的员工和代表为且应为另一方的独立承包商。本协议的任何一方均不得拥有任何权利、权力或权威代表另一方执行或创造任何明示或暗示的义务。

(h). 存续。本协议中有关费用和支付条款、知识产权所有权和专有权利、遵守出口法律、终止、机密性、侵权弥偿、免责声明、责任范围、适用法律、存续性、不可抗力、可分割性和解释、定义、包含在 EFI 产品中由 Microsoft、Oracle 或 Adobe 拥有或分发的软件产品的修改和使用的规定应在本协议终止后继续存续。

(i). 不可抗力。除支付款项以外，对于由于罢工、物资短缺、供应商的作为或不作为、暴动、叛乱、火灾、洪水、风暴、爆炸、天灾、战争、军事行动、实际或潜在恐怖主义行为、公敌行为、传染病、检疫、政府行为、劳工条件、地震、材料紧缺或任何与所列之项类似或超出该等方合理控制的原因造成的未能履行任何义务，任何一方概不承担任何责任。

(j). 遵守法律。您仅可根据所有适用法律和法规使用产品。向您发出书面通知后，EFI 可根据需要修改或暂停您对产品的使用或访问，以遵守任何法律或法规。双方承认其充分尊重并自觉履行国际反腐败法律的责任和承诺，包括但不限于美国《海外反腐败法》、英国《反贿赂法》和与这些法律有关的任何修正和条例以及我们自己的道德准则（您可在线浏览 EFI 的行为准则，网址：<http://ir.efi.com/committee-details/code-business-conduct-and-ethics>）。具体而言，例如，代表公司或为 EFI 或客户的利益行事的任何员工、个人或实体均不得以出于影响任何行为、牟取不正当利益或获得或保留业务之目的，向政府官员或任何其他个人提供或接受其提供的有价值或可能被视为有价值的东西。

(k). U.S. Government Restricted Rights. Use, duplication, or disclosure of the Product by the United States Government is subject to restrictions as set forth in FAR 12.212 or DFARS 227.7202-3 - 227.7202-4 and, to the extent required under U.S. federal law, the minimum restricted rights as set out in FAR 52.227-14, Restricted Rights Notice (June 1987) Alternate III(g)(3) (June 1987) or FAR 52.227-19 (June 1987). To the extent any technical data is provided pursuant to the Agreement, such data is protected per FAR 12.211 and DFARS 227.7102-2 and to the extent explicitly required by the U.S. Government, is subject to limited rights as set out in DFARS 252.227.7015 (November 1995) and DFARS 252.227-7037 (September 1999). If any of the above-referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the Contractor is Electronics For Imaging, Inc.

(l). Delivery and Shipping Terms. Unless otherwise specified in the Purchase Documentation, where you are purchasing hardware: (i) EFI shall act as agent for Customer and procure insurance against risk of loss and/or procure and prepay for shipment, (ii) Customer agrees to reimburse EFI for all charges relating to the shipment of such hardware upon EFI providing an invoice for such charges. EFI shall use commercially reasonable efforts to ship such hardware as soon as practicable following execution of this Agreement and EFI's receipt of any required deposits. If the Customer requests a delay in delivery or otherwise causes a delay in the transportation process, EFI reserves the right to separately charge the Customer for any costs it incurs for paying the logistics company to store and warehouse such hardware on behalf of the Customer.

16. Products that include EFI Monarch Planner.

(a). The term "Product" as used in this Agreement includes the Adobe® PDF Library SDK and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.

(b). If the Product includes font software, you may embed the font software, or outlines of the font software, into your electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe Systems Incorporated ("Adobe") and non-Adobe owned fonts. You may fully embed any font owned by Adobe.

(c). You are hereby notified that Adobe, a Delaware corporation located at 345 Park Avenue, San Jose, CA 95110-2704 is a supplier of EFI and a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions which relate to your use of any software, font programs, typefaces, and/or trademarks licensed or supplied by Adobe. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to EFI.

17. E-Commerce Applications.

If you have obtained a License for EFI e-commerce software, the following additional terms and conditions apply (as applicable):

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(k). 美国政府限制权利。 美国政府对所述产品的使用、复制或披露受 FAR 12.212 或 DFARS 227.7202-3 - 227.7202-4 所载限制及（在美国联邦法律允许的范围内）FAR 52.227-14、限制权利通知（1987 年 6 月）替代 III(g)(3)（1987 年 6 月）或 FAR 52.227-19（1987 年 6 月）所载最低限制权利规限。倘若任何技术数据乃根据本协议提供，则须根据 FAR 12.211 和 DFARS 227.7102-2 对该等数据进行保护，且在美国政府明确要求的范围内，该等数据受 DFARS 252.227.7015（1995 年 11 月）和 DFARS 252.227-7037（1999 年 9 月）所载限制权利规限。若任何上述提及的机构法规遭到修改或取代，则后续等法规应适用。承包商名称为 Electronics For Imaging, Inc.。

(l). 交付与运输条款。 除非购买协议另行规定，否则，当您购买硬件时：(i) EFI 应担任客户的代表，购买保险以防损失及/或促进装运及预付装运费用；(ii) 客户同意在 EFI 提供相关费用的发票时，向 EFI 偿付所有与该硬件发运有关的费用。EFI 应以商业合理的努力，在签署本协议及收到任何必要的保证金后尽快将该硬件发运。若客户要求延迟交付或导致运输流程延迟，EFI 保留向客户另行收取其就代表客户向物流公司支付硬件的仓储费用所招致的费用的权利。

16. 包含 EFI Monarch Planner 的产品

(a). 本协议中使用的“产品”一词包括 Adobe® PDF Library SDK 和相关文件及其任何升级、修改版本、更新、添加和副本。

(b). 若产品包含字体软件，您可将字体软件或字体软件的大纲嵌入您的电子文档，只要字体供应商版权所有人允许该等嵌入。该软件包中包含的字体可能包括 Adobe Systems Incorporated（“Adobe”）和非 Adobe 拥有字体。您可完全嵌入 Adobe 拥有的任何字体。

(c). 您兹获知，一家特拉华州公司 Adobe（地址：345 Park Avenue, San Jose, CA 95110-2704）为 EFI 的供应商和本协议的第三方受益人，只要本协议包含关于您使用 Adobe 许可或提供的任何软件、字体程序、字样和/或商标的条款。该等条款乃为了 Adobe 的利益明确制定，并可由 Adobe（除 EFI 外）强制执行。

17. 电子商务应用

若您已就 EFI 电子商务软件获得许可，以下附加条款和条件将适用（如适用）：

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(a). Use at Site Location. You may use or Access the Product only for activity at the Site Location. If you have more than one facility, you may not use or Access the Product for activity at any facility other than the Site Location(s) for which you have been granted a license.

(b). Links. You represent and warrant that you have the right to create and maintain, or to allow EFI to create and maintain, all Links to the Product and any other websites mutually agreed upon between you and EFI. You agree to incorporate EFI's "Powered by EFI" logo on any website utilizing EFI e-commerce software.

(c). Relationships with Third Parties. Use of or Access to the Product does not create a contract or other obligation between you and any of your customers or between EFI and any of your customers or vendors. EFI cannot and does not guarantee the performance of any of your customers, vendors, or other third parties. EFI shall have no liability in connection with any dispute between you and any third party. Any such dispute shall not relieve you of any obligation to EFI under this Agreement.

18. EFI Metrix.

If you have a License for EFI Metrix software, EFI will provide you with a security key(s) to use the Product and grants you a limited, non-transferable, non-exclusive right and license to use the security key required for use with the Product. The Product may be accessed and used only by the number of concurrent users for whom you have obtained security keys or passwords. Safekeeping of the security keys and passwords is your responsibility. If you lose or otherwise disable the Security Key, your License may be terminated. Additional license fees may be charged for replacement security keys and passwords.

19. Products that include Microsoft Software (such as Windows or SQL Server).

(a). The term "Product" as used in this Agreement includes certain Microsoft software and related documentation, associated media, "online" or electronic documentation, upgrades and updates. EFI does not own these products and the use thereof is subject to certain rights and limitations.

(b). Microsoft is not responsible for any support services for the Product. Notwithstanding the foregoing, in the event any support issues arise related to the Microsoft software that cannot be resolved by EFI, support to you may be provided by Microsoft pursuant to the Microsoft Premier support services agreement, or a similar type agreement, between EFI and Microsoft.

(c). The Product is not fault-tolerant. The Product is not designed or intended for use in any situation where failure or fault of any kind of the Product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). You are not licensed to use the Product in, or in conjunction with, High

(a). 在现场位置使用。您仅可在现场位置使用或访问产品，以便开展相关活动。若您不只有一个设施，您不得在获得许可的现场位置以外的任何其他设施使用或访问产品，以便开展相关活动。

(b). 链接。您声明并保证，您有权创建和维护，或允许 EFI 创建和维护产品及您与 EFI 之间相互约定的任何其他网站的所有链接。您同意将 EFI 的 "Powered by EFI" 徽标纳入任何使用 EFI 电子商务软件的网站。

(c). 与第三方的关系。使用或访问产品并不构成您与您的任何客户或 EFI 与您的任何客户或供应商之间的任何合同或其他义务。EFI 无法亦不会保证您的任何客户、供应商或其他第三方履约。对于您与任何第三方之间产生的任何争议，EFI 概不负责。任何该等争议均不得免除您在本协议项下对 EFI 负有的义务。

18. EFI Metrix

若您就 EFI Metrix 软件获得许可，EFI 将向您提供使用产品的安全密钥，并授予您使用该安全密钥所需的有限、不可转让、非排他性权利和许可，以便您使用产品。产品仅可由您为其获得安全密钥或密码的并发用户访问和使用。妥善保管安全密钥和密码是您的责任。若您丢失或以其他方式禁用安全密钥，您的许可可能会终止。更换安全密钥和密码可能会收取附加许可费。

19. 包含 Microsoft 软件（比如：Windows 或 SQL Server）的产品

(a). 本协议中使用的“产品”一词包括某些 Microsoft 软件和相关文件、关联媒介、“在线”或电子文档、升级和更新。EFI 并不拥有该等产品，其使用受某些权利和限制规限。

(b). Microsoft 概不负责产品的任何支持服务。尽管有上述规定，但若出现 EFI 无法解决的任何与 Microsoft 软件相关的支持问题，Microsoft 可根据 Microsoft 顶级支持服务协议或 EFI 和 Microsoft 之间签订的类似协议向您提供支持。

(c). 产品不具有容错性。不得将产品用于任何类型的产品故障或缺陷可能导致任何人员死亡或严重身体伤害或严重的物理或环境损害（下文简称“高风险用途”）的情况下。您未获授权在高风险用途或与之相关的用途中使用产品。严格禁止高风险用途。举例来说，高风险用途包括以下方面：联邦食品、药品和化妆品法案规定的飞机

Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetic Act. Customer agrees not to use the Product in, or in connection with, any High Risk Use. You are responsible for taking all appropriate measures to ensure the safe use of the Product if used for such purposes and EFI and its suppliers, including Microsoft, shall not be liable for any claims or damages arising from such use.

20. Products that include Software Products Owned or Distributed by Oracle.

(a). The term “Product” as used in this Agreement includes certain software products provided by EFI that are owned or distributed by Oracle USA, Inc. (“Oracle”) and related program documentation (the “Oracle Programs”), EFI does not own the Oracle Programs and the use thereof is subject to certain rights and limitations. The Oracle Programs included herein are subject to a restricted use license and can only be used in conjunction with the Product. Oracle or its licensors retain all ownership of intellectual property rights to the Oracle Programs. You are hereby notified that Oracle is a supplier of EFI and a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions which relate to your use of the Oracle Programs. Such provisions are made expressly for the benefit of Oracle and are enforceable by Oracle in addition to EFI.

(b). You acknowledge and agree that you are prohibited from (i) publishing any results of benchmark tests run on the Oracle Programs, (ii) using the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing, and (iii) removing or modifying any program markings or notice of Oracle’s or Oracle’s licensors’ proprietary rights.

(c). To the extent not prohibited by law, in no event will Oracle be liable for (i) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (ii) any loss of profits, revenue, data or data use, arising from the use of the Oracle Programs.

(d). You hereby permit EFI to (i) report any audit results obtained pursuant to this Agreement above to Oracle to the extent such results are related to the Oracle Programs, or (ii) assign such rights to audit your use of the Oracle Programs to Oracle.

(e). You are hereby notified that some Oracle Programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement.

(f). The Computer Information Transactions Act shall not apply to this Agreement.

(g). You acknowledge and agree that in the event a third party technology may be appropriate or necessary for use with some Oracle Programs, it shall be specified in the Product
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或其他人类大众运输模式、核或化学设施及 III 类医疗器械。客户同意不在任何高风险用途或与之相关的用途中使用产品。若用于该等目的，您须负责采取一切合理措施确保安全使用产品，对于由该等使用引起的任何索赔或损害赔偿，EFI 及其供应商（包括 Microsoft）概不承担任何责任。

20. 包含由 Oracle 拥有或发行的软件产品的产品

(a). 本协议中使用的“产品”一词包括 EFI 提供的由 Oracle USA, Inc.（下文简称“Oracle”）拥有或发行的软件产品及相关的程序文件（下文简称“Oracle 程序”），EFI 并不拥有 Oracle 程序且其使用受某些权利和限制规限。本文所载 Oracle 程序受限制使用许可规限，且仅可与产品一起使用。Oracle 或其许可方保留所有 Oracle 程序知识产权的所有权。您兹获知，Oracle 是 EFI 的供应商和本协议的第三方受益人，只要本协议包含关于您使用 Oracle 程序的条款。该等条款乃为了 Oracle 的利益明确制定，并可由 Oracle（除 EFI 外）强制执行。

(b). 您确认并同意，您不得 (i) 发布任何在 Oracle 程序上运行的基准测试的结果，(ii) 将 Oracle 程序用于租赁、分时、订阅服务、托管或外包，以及 (iii) 删除或修改任何程序标记或有关 Oracle 或 Oracle 许可方专有权利的声明。

(c). 在法律不禁止的范围内，在任何情况下，对于由使用 Oracle 程序引起的 (i) 任何直接、间接、附带、特殊、惩罚性或从属损害和 (ii) 任何利润、收入、数据或数据使用损失，Oracle 概不承担任何责任。

(d). 您兹允许 EFI (i) 向 Oracle 报告根据本协议获得的任何审核结果，只要该等结果与 Oracle 程序相关，或者 (ii) 将审核您对 Oracle 程序的使用的权利转让给 Oracle。

(e). 您兹获知，一些 Oracle 程序可能包含 Oracle 可作为该等程序标准发货的一部分提供的源代码，该等源代码应受本协议条款管辖。

(f). 计算机信息交易法不适用于本协议。

(g). 您确认并同意，当一些 Oracle 程序可能适合或需要与第三方技术一起使用时，应在产品包文件中指明

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package documentation or as otherwise noted, and such third party technology is licensed to you only for use with the Product under the terms of the third party license agreement specified in the Product package documentation or as otherwise noted, and not under the terms of this Agreement.

21. EFI Escada Corrugated Control Hardware.

(a). Limited Warranty. Notwithstanding Section 6(a) and subject to Section 6(c), if you are purchasing EFI Escada corrugated control hardware, EFI warrants to you that, subject to your maintaining such hardware Products in accordance with the Documentation, those hardware Products shall materially conform to the applicable specifications set forth in the Documentation provided to you at the time of installation for a period of (1) year commencing on the installation date (“Hardware Warranty Period”).

(b). Hardware RMA Procedures. During the Hardware Warranty Period, EFI, at its option and in its sole discretion, will repair or replace such parts or components with new, used or refurbished parts or components.

22. Open Source Software.

Some versions of the Products contain open source software. Open source software is licensed to you under that software’s own license terms, which can be found in the “Help,” “About,” “Read Me,” or other specified portion of the Product. You are responsible for complying with any terms and conditions applicable to any open source software. To the extent that this Agreement imposes greater restrictions on you than the open source software license terms, the open source software license terms shall control, but solely with respect to such open source software.

23. EFI Optitex and Fiery DesignPro.

If you have a License for EFI Optitex or Fiery DesignPro products, the following additional terms and conditions apply:

(a). Except as noted below, if you are being granted a perpetual License to the Product, you may only use, install and operate the Product on a single computer, which shall be identified with a USB dongle or a software key, and you may not use, install, or operate the Product on a server multi-user system, or permit such prohibited use, installation or operation. If you are being granted a “Floating User” perpetual License, you may use, install and operate the Product on a server-based multi-user system, *provided that* at no time may your total number of active concurrent users of the Product exceed the total number of perpetual Licenses you have for the Product.

(b). The Site Location requirements in Section 1(c) do not apply.

(c). You may not collect any information about any communication transmitted on computers used to operate the Product by monitoring, interdicting or intercepting any process within the Product.

或以其他方式说明，且该等第三方技术仅可根据产品包文件指明或以其他方式说明的第三方许可协议的条款（而非本协议的条款）与产品一起使用。

21. EFI Escada 瓦楞控制硬件

(a). 有限保证。不论第 6(a) 条有何规定，在不抵触第 6(c) 条的前提下，如果您购买 EFI Escada 瓦楞控制硬件，EFI 向您保证，只要您根据文件维护该等硬件产品，该等硬件产品应能在自安装之日起一(1)年（下文简称“硬件保修期”）内实质上符合在安装时向您提供的文件载列的适用规格。

(b). 硬件 RMA 程序。在硬件保修期内，EFI 可根据其选择及唯一酌情，以全新、二手或翻新的部件或组建维修或更改该等部件或组件。

22. 开源软件

一些产品版本包含开源软件。开源软件乃根据该软件自己的许可条款授权给您，该等条款可在产品的“帮助”、“关于”、“阅读我”或其他指定部分找到。您须负责遵守任何适用于开源软件的条款和条件。若本协议相比开源软件许可条款为您施加了更多限制，则应以开源软件许可条款为准，但仅针对该等开源软件。

23. EFI Optitex 和 Fiery DesignPro.

如果您获得 EFI Optitex 或 Fiery DesignPro 产品许可，下列附加条款和条件将适用：

(a). 除下文指出的情况外，若您获授产品的永久许可，您仅可在单台计算机上使用、安装和运行产品，该计算机应使用 USB 加密狗或软件密钥进行标识，且您不得在服务器多用户系统上使用、安装或运行产品或允许该等受禁使用、安装或运行。若您获授“浮动用户”永久许可，您可在基于服务器的多用户系统上使用、安装和运行产品，*只要*您的产品活跃并发用户总数绝不超您就产品获得的永久许可总数。

(b). 第 1(c) 条中的现场位置要求不适用。

(c). 您不得通过监控、阻拦或拦截产品内的任何过程来收集任何关于在运行产品的计算机上传输的任何通信的信息。

(d). You may not embed or nest the Product, or any part thereof, including any functionality, feature, or technology, in any other software or platform.

(e). Internet-Based Services Components. The Product contains components that may enable and facilitate the use of certain Internet-based services. You acknowledge and agree that, as part of that process, EFI may verify the version of the Product and/or its components that you are using and that all data collected may be sent to EFI's servers using your internet, network connections and/or infrastructure.

(f). Unless otherwise noted on your Purchase Documentation, all Licenses to Access EFI Optitex are for designated users only and cannot be shared or used by more than one user concurrently, *provided that* you may change the named user for a License as needed by providing prior notice to EFI.

(g). If the Product is configured by or for you to employ any tracking technology, then you shall be solely responsible for: (i) complying with all applicable legal requirements relating to such use, including but not limited to providing any notice and/or obtaining any consent to the use of such technology. You also agree to indemnify and hold EFI harmless from any liability, damages, or costs relating to your use of such technology.

24. Definitions.

“**Access**” means the connection to and use of a Product by Customer via an Internet web browser under the terms of this Agreement.

“**Affiliate**” means any entity directly or indirectly controlling, controlled by, or under common control with a party.

“**Agreement**” means this EFI License and Purchase Agreement.

“**Confidential Information**” means any information that you have been informed or have a reasonable basis to believe is confidential to EFI, whether provided to you before, on, or after this Agreement, including, for example, ideas, programs, data, software, systems configurations, reports, projections, initiatives, customer data, or other business or technical information. Confidential Information includes any written information marked as confidential or proprietary, and any information disclosed orally or visually that is identified as confidential or proprietary at or around the time of its disclosure. All EFI Intellectual Property Rights and technical information related to the Product are Confidential Information whether or not marked as confidential or proprietary.

“**Customer Data**” means data generated by and/or through Customer's Access to and/or use of a Product or Hosting Services.

“**Customer Marks**” means your name and logo or other trademarks, service marks, or other marks.

(d). 您不得在任何其他软件或平台上嵌入或嵌套产品或其任何部分，包括任何功能、特性或技术。

(e). 基于互联网的服务组件。产品包含一些可能会支持和促进某些基于互联网的服务的使用的组件。您确认并同意，作为该过程的一部分，EFI 可验证您正在使用的产品和/或其组件的版本，以及所有收集的数据可通过您的互联网、网络连接和/或基础设施发送至 EFI 服务器。

(f). 除非您的采购文件中另有说明，否则 EFI Optitex 的所有访问许可均仅针对指定用户，不得同时由多个用户共享或使用，*前提是*您可根据需要通过事先通知 EFI 更改许可指定用户。

(g). 若产品由您或为您配置以使用任何跟踪技术，则您须全权负责：(i) 遵守所有与该等使用相关的适用法律要求，包括但不限于提供任何通知和/或就该等技术的使用获取任何同意。您还同意就您对该等技术的使用所引起的任何责任、损害或费用向 EFI 作出弥偿，并使其免受损害。

24. 定义

“**访问**”是指客户根据本协议条款通过互联网网络浏览器对产品的连接和使用。

“**附属公司**”是指任何直接或间接控制或受控于一方或与一方共同受控的实体。

“**协议**”是指 EFI 许可和采购协议。

“**机密信息**”是指您已获知或有合理的依据认为对 EFI 具有机密性的信息（无论该等信息是在本协议签署之前、之时或之后提供给您），其中包括：创意、程序、数据、软件、系统配置、报告、预测、举措、客户数据或其他业务或技术信息。机密信息包括任何标记为机密或专有的书面信息及任何以口头或视觉形式披露、在披露之时或前后被视为机密或专有的信息。所有与产品相关的知识产权和技术信息均为机密信息，无论是否标记为机密或专有。

“**客户数据**”是指由和/或通过客户访问和/或使用产品或托管服务所产生的数据。

“**客户标志**”是指您的名称、徽标或其他商标、服务标志或其他标志。

“**Documentation**” means user’s guides, manuals, and other information related to the Product or Professional Services.

“**EFI**” means Electronics For Imaging, Inc., Electronics For Imaging BV, Electronics For Imaging United Kingdom Limited, Metrics Sistemas De Informacao Ltda., alphagraph Team GmbH, or such other EFI subsidiary or affiliate referred to in the Purchase Documentation.

“**Excluded License**” means any license that requires as a condition of use, modification, and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

“**Fees**” means the fees for the Product, Access, or Professional Services, including any fees set forth in your Purchase Documentation, license fees, hardware fees, Term License Fees, Hosting Fees, Maintenance Fees, or other applicable fees. Unless otherwise specified in the Purchase Documentation, payments for any fees must be made within 30 days of the date of the invoice in the currency listed in the Purchase Documentation. Any amount not paid when due shall be subject to a service charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law, and EFI may defer shipments of Products and/or provision of services until all overdue payments are received. Payment of the service charge will not foreclose any other right that EFI may have as a consequence of late payment. In the event that EFI is required to take legal action to collect unpaid amounts, and EFI is successful in such action, Customer will reimburse all costs and reasonable attorneys’ fees incurred by EFI in such action.

“**Hosting Fees**” means the hosting fees described in the Purchase Documentation. Unless otherwise specified in the Purchase Documentation, payment obligations for Hosting Fees shall commence on the first day of the next month following 30 days from the Start Date

“**Initial Term**” means the three-year period of time beginning on the Start Date.

“**Intellectual Property Rights**” means, individually or collectively, any patent, copyright, trademark, service mark, trade secret, trade name, or other intellectual property right.

“**IP Claim**” means a lawsuit filed against you by a third party that is not a patent assertion entity or non-practicing entity.

“**License**” means the license granted to you for the Product you have obtained.

“**License Key**” means a programming code included in the Product that, if executed or deactivated, renders the Product or portions of it inoperable.

“**文件**”是指用户指南、手册和其他与产品或专业服务相关的信息。

“**EFI**”是指 Electronics For Imaging, Inc.、Electronics For Imaging BV、Electronics For Imaging United Kingdom Limited、Metrics Sistemas De Informacao Ltda.、alphagraph Team GmbH 或采购文件中提述的该等其他 EFI 子公司或附属公司。

“**排除许可**”是指任何作为使用、修改和/或发行受排除许可规限的软件的条件的条件，要求该等软件或与该等软件结合使用和/或发行的其他软件 (i) 以源代码形式披露或发行、(ii) 出于制作衍生作品的目的授予许可或 (iii) 可免费再发行的许可。

“**费用**”是指产品、访问或专业服务的费用，包括您的采购文件中载列的任何费用、许可费、硬件费、短期许可费、托管费、维护费或其他适用费用。除非采购文件中另有规定，否则任何费用均须以采购文件所列货币形式自开发票之日起 30 日内支付。对于任何到期未付金额，买方须每月支付百分之一点五 (1.5%) 或法律允许的最大金额的服务费，以较小者为准，且 EFI 可延迟产品发货及/或服务供应，直至收到所有欠付的款项。支付服务费将不会妨碍 EFI 由于买方逾期付款可能享有的任何其他权利。倘若 EFI 必须采取法律行动来获取未付金额，且在该等行动中胜诉，买方将补偿 EFI 因该等行动而产生的所有成本和合理的律师费用。

“**托管费用**”是指采购文件中描述的托管费用。除非采购文件中另有规定，否则，托管费用的支付义务应自开始日期起 30 天后第一个月的第一天开始。

“**初始期限**”指自开始日期起计的三年期限。

“**知识产权**”是指（单称或统称）任何专利权、版权、商标、服务标志、商业机密、商品名或其他知识产权。

“**知识产权索赔**”是指非专利主张实体或非实施实体的第三方对您提起的诉讼。

“**许可**”是指就您取得的产品授予您的许可。

“**许可密钥**”是指产品中包含的编程代码，若执行或禁用，会让产品或其部分变得不可操作。

“**Link**” means a hypertext reference that, when activated, moves users from one website to another on the Internet.

“**Maintenance Fees**” means the support and/or maintenance fees charged by EFI and/or a third party for the Product. Unless otherwise specified in the Purchase Documentation, payment obligations for Maintenance Fees shall commence on the first day of the next month following 30 days from the Start Date and continue for the period specified in the Purchase Documentation. Any use of a virtual private network or other requirement that requires EFI to act outside of its normal processes in order to provide Maintenance to you may be subject to additional fees.

“**Maintenance**” means (i) correction of material defects so that the Product will operate materially in conformity with the warranties in this Agreement, (ii) periodic updates that incorporate corrections of material defects and fixes of minor bugs in the Product, (iii) telephone or email/electronic consultation services regarding the use of the Product during EFI’s standard support hours, and (iv) enhancements and/or revisions to software components of the Product, which shall be subject to additional charge unless they are provided at no charge to substantially all other licensees.

“**Product**” means Software or hardware, and may also include third party software and documentation, downloads, on-line materials, bug fixes, patches, releases, release notes, updates, upgrades, technical support materials, and information related to the EFI software or hardware.

“**Professional Service(s)**” means any training, installation, implementation, customization and/or other professional services provided by EFI to Customer.

“**Purchase Documentation**” means the purchase order, investment summary, statement of work, written agreement, or other documentation executed by you by which you agreed to obtain a license, product, or service from EFI or one of EFI’s partners.

“**Renewal Term**” means the three-year period following the Initial Term or another Renewal Term unless specified otherwise in your Purchase Documentation. Fees for any Renewal Term may be increased to EFI’s then-current fees.

“**Site Location**” means the printing plant or facility specified in the Purchase Documentation.

“**Software**” means the EFI software listed on the Purchase Documentation or licensed to you under this Agreement.

“**Start Date**” means the Effective Date of the Purchase Documentation or the date the Product is made available to you, whichever is later.

“**Term License Fees**” means the term license fees for the Product described in the Purchase Documentation, the payment of which entitles you to Maintenance at no additional charge. Unless otherwise specified in the Purchase Documentation, payment obligations for Term License Fees shall commence on the Start Date.

“**链接**”是指超文本引用，一旦激活，会让互联网用户从一个网站跳转至另一个网站。

“**维护费用**”是指 EFI 和/或第三方就产品收取的支持和/或维护费用。除非采购文件中另有规定，否则，维护费用的支付义务应自开始日期起 30 天后第一个月的第一天开始，并在购买文件规定的期限内持续。对任何虚拟专用网络的使用或要求 EFI 在其正常过程之外采取行动以向您提供维护都可能需要支付额外费用。

“**维护**”是指 (i) 修正重大缺陷，以便产品基本按照本协议中的保证运行，(ii) 定期更新，以将重大缺陷修正和小漏洞修复纳入产品，(iii) EFI 标准支持时间内关于产品使用的电话或电子邮件/电子咨询服务，以及 (iv) 加强或修订产品软件组件（应收取额外费用，除非向几乎所有其他获许可方均免费提供）。

“**产品**”是指软件或硬件，还可包括第三方软件和文件、下载、在线材料、漏洞修复、补丁、发布、发布说明、更新、升级、技术支持材料和与 EFI 软件或硬件相关的信息。

“**专业服务**”是指由 EFI 向客户提供的任何培训、安装、实施、定制和/或其他专业服务。

“**采购文件**”是指采购订单、投资摘要、工作说明书、书面协议或其他由您签署、据此您同意从 EFI 或其合作伙伴处获取许可、产品或服务的文件。

“**续期期限**”是指初始期限结束后的三年期限或您的采购文件中另行规定的其他续期期限。任何续期期限的费用均可添加至 EFI 其时现行的费用。

“**现场位置**”是指采购文件中指定的印刷厂或设施。

“**软件**”是指采购文件中载列的或根据本协议授权给您的 EFI 软件。

“**开始日期**”指购买文件的生效日期或产品向您提供的日期，以较晚者为准。

“**短期许可费**”指购买文件所述产品的短期许可费，支付该许可费后，您有权获得维护服务，而无需支付额外的费用。除非购买文件另行规定，否则，短期许可费的支付义务应自开始日期开始。

“**Third Party IP Rights**” means a third party’s U.S. patent rights.

“**Work Product**” means any and all ideas, concepts, and Intellectual Property Rights related in any way to the techniques, knowledge, and processes of the Product, Services, and deliverables provided by EFI, including any integration to third party products, whether or not developed for you.

“**You**”, “**you**” or “**Customer**” means the person or entity that obtained the Product under this Agreement and that is agreeing to be bound by this Agreement.

Adobe is a registered trademark of Adobe Systems Incorporated in the United States and/or other countries.

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If you have any questions, see the EFI website at www.efi.com.

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“**第三方知识产权**”是指第三方的美国专利权。

“**工作成果**”是指以任何方式与 EFI 提供的产品、服务和交付物的技术、知识和过程相关的任何及一切创意、理念和知识产权，包括集成到任何第三方产品（无论是否专门为您开发）。

“**您**”或“**客户**”是指获得本协议项下的产品并同意受本协议约束的个人或实体。

Adobe 是 Adobe Systems Incorporated 在美国和/或其他国家的注册商标。

Oracle 是 Oracle Corporation 的注册商标。

Microsoft、Windows 和 SQL Server 为 Microsoft Corporation 在美国和/或其他国家的注册商标。

所有其他标志均为其各自所有者的财产。

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