般软件许可和更新/维护条款及条件
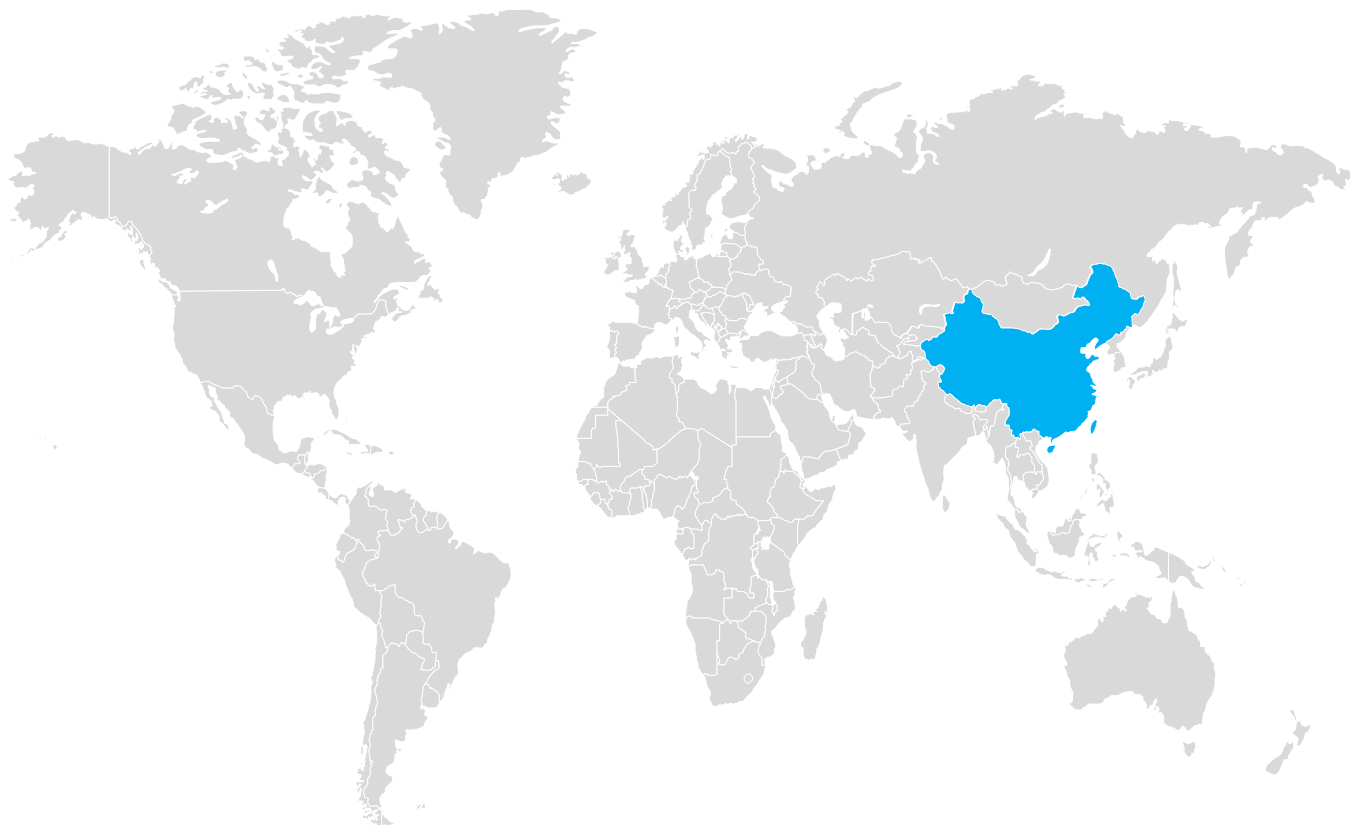
VG 软件

（中国，包括中国大陆、香港、澳门和台湾）

Please click here for the English version.

A.）□□□□

1. 语言

本一般软件许可和更新/维护条款及条件（中国，包括中国大陆、香港、澳门和台湾）（**"条款及条件"**）使用中文和英文写就——可从 Volume Graphics 公司官网获取，网址为：https://volumegraphics.hexagon.com/cn/system/terms-and-conditions.html 。如果两种语言版本之间存在分歧，以英文版为准。

2. 本条款及条件的适用范围、客户的一般条款及条件

2.1 条款及条件适用于住所位于中国北京市朝阳区天泽路 16 号院润世中心 2 号楼 B 座 12 层的唯迹（北京）科技有限公司（"海克斯康"）与海克斯康的客户（**"客户"**）之间关于 VG 软件生产线软件产品的提供、使用和维护（包括合同订立在内）的所有现有的和将来的业务关系。

2.2 在适用的情况下，软件产品--或其任何更新或升级--可能包括一个 Nexus 云平台接口。通过该接口，客户可以访问 Nexus 云平台，并使用其计量报告功能将数据从 VG 软件直接上传到该平台。Nexus 云平台服务和计量报告是独立的产品，不是 VG 软件的一部分。Nexus 云平台和计量报告本身受《海克斯康制造智能云服务协议》条款管辖。使用 Nexus 服务和计量报告需要正常的互联网连接、在 Nexus 云平台上注册并接受《海克斯康制造智能云服务协议》。此外，Nexus 平台的某些服务是收费的，必须单独购买。

2.3 海克斯康的培训或其他定制咨询服务受另外条款及条件的约束。

2.4 在此拒绝接受客户的任何一般条款及条件。即使海克斯康收到后并未再次明确拒绝，也不认可此类一般条款及条件。

2.5 对法定条文适用性的援引应只具有澄清意义。即使不进行此类澄清，如果法定条文未修改、未增补或未在本条款及条件中明确排除，则法定条文仍应适用。

3. 本条款及条件的标的

B 部分（**"许可条款"**）规定的条款适用于提供和使用现有的和将来的 VG 软件生产线软件产品，包括海克斯康向客户提供使用的关联加密狗、许可密钥或用户文档在内。C 部分（**"维护条款"**）规定的条款适用于 VG 软件生产线软件产品的更新和维护服务。除许可条款和维护条款以外，D 部分（**"一般规定"**）规定的一般条款适用。

B.）□□□□□□

1. 提供的服务和未包含的服务

1.1 若客户获得 VG 软件生产线软件产品的许可（以下简称**"软件"**），海克斯康应以目标代码向客户提供相应软件产品的副本以及关联加密狗、许可密钥和用户文档，并根据获得许可时订立的特定协议（**"许可协议"**）及以下许可条款，向客户授予软件使用权。若许可协议中规定的条款与本许可条款之间有任何不一致，以许可协议中规定的条款为准。

1.2 客户无权转让源程序。客户不得成为软件和用户文档的版权所有者。版权、所有工业产权和其他知识产权，包括商业秘密在内，仍归海克斯康所有。用于程序识别的版权声明、序列号和其他特征标识不得被删除或修改。

1.3 除非许可协议中另有规定，应向客户提供最新版本的软件。

1.4 海克斯康不担保、不承担任何责任或保证软件的使用适用于实现客户所追求的目的。

1.5 海克斯康没有义务在客户的住所安装或调试软件。此外，若没有另行签署更新/服务协议，海克斯康没有义务提供软件相关的维护服务或技术支持。

2. 提供软件、确认条款及条件

2.1 除非已经明确约定使用数据载体提供软件，在合同签订后，客户可通过为其在海克斯康服务器上设置的网络账户下载获取软件。为下载软件之目的，客户有权在网络账户设置完成后 12 天的期限内访问该网络账户。

2.2 客户必须在登陆个人网络账户和/或安装软件时明确确认本条款及条件的有效性——即使客户聘请第三方执行此操作也是如此。

2.3 无论许可证类型如何，软件必须至少安装在客户的一台计算机上才可使用。若根据 B 部分第 3 条第 2 款第 C 项购买浮动许可证，还需要在客户的中央网络服务器上安装 Flexera 的 FlexNet 许可证服务器。

2.4 无论客户获得何种许可证，若在支付许可费之前提供软件，则客户应在最初获得为期八周的临时许可。全额款项收到以后，客户应获得永久许可，除非下文或许可协议中另有规定。

2.5 在许可授予过程中，客户应提供完整真实的信息（"**注册信息**"）。海克斯康有权以能够履行与客户所签署协议的必要方式处理注册信息中包含的信息。

3. 授予软件使用权

3.1 以全额支付商定许可费为先决条件，海克斯康基于加密狗绑定许可证（"**加密狗许可证**"）、计算机绑定许可证（"**节点锁定许可证**"）、网络服务器绑定许可证（"**浮动许可证**"）、测试许可证（"**试用许可证**"） 或用于学术研究和教学的许可证（"**学术许可证**"），按照以下条款及条件授予客户使用软件的非独占权利。

3.2 以下特别条款适用于相应约定的许可证模式：

（a） **加密狗许可证**：在使用提供给客户的加密狗的前提下，购买加密狗许可证的客户有权在任何计算机上使用软件。软件安装后，作为许可授予过程的一部分，将生成一个特定的许可密钥，该许可密钥允许客户利用加密狗和该加密狗对应的有效许可密钥使用软件。在遵守许可协议条款及条件的前提下，加密狗许可证授权客户允许其员工、自由雇员、代理员工和临时工（"**授权用户**"）按照本条款及条件使用配有加密狗并生成许可密钥的软件。

严禁对加密狗作任何复制或其他技术干预。许可密钥仅对生成许可密钥的加密狗有效。不可能也不允许将许可密钥转移到另一个加密狗。

（b） **节点锁定许可证**：若购买的是节点锁定许可证，则客户有权在每台有购买许可的计算机上安装使用软件。软件安装后，作为许可授予过程的一部分，将生成一个特定的许可密钥，该许可密钥仅允许在安装软件的计算机上使用软件。按照许可协议的规定，节点锁定许可证授权客户允许授权用户根据本条款及条件在已生成特定许可秘钥的电脑上使用软件。

（c） **浮动许可证**：若购买的是浮动许可证，则客户有权在相应的许可颁发区域（"**许可区域**"）内网络中的任何电脑上安装使用软件。可以获取客户所在的特定地区许可证（"**本地浮动许可证**"）或特定国家——如俄罗斯、澳大利亚、印度、加拿大、美国和国家的特定地缘政治区域如中国大陆（被称为联邦国家、省、州、地区、联邦区或类似地区，具体取决于国家）——许可证（"**国家浮动许可证**"）或特定时区带许可证（"**洲际浮动许可证**"）或全球范围使用的许可证（"**全球浮动许可证**"）。按照许可协议的条款及条件，浮动许可证授权客户允许授权用户根据本条款及条件使用软件。

只有当授权用户和计算机都位于许可区域且其他用户尚未行使使用权时，才允许使用软件。为了能够使用软件，授权用户必须在每次启动软件时首先从 FlexNet 许可证服务器检索到所购买的许可证。

基于浮动许可证使用软件需要永久连接到客户网络服务器上安装的 FlexNet 许可证服务器。每次启动和维护软件时，在整个使用期间该连接都会通过从 FlexNet 许可证服务器检索许可证来建立。此外，在没有连接到网络服务器的情况下，软件最多可使用 7 天（即所谓的 "**离线借用**"）。在离线借用的情况下，还允许在许可区域外为离线借用目的在签出许可证的相应计算机上使用软件。

（d） **试用许可证**：试用许可证以节点锁定或浮动许可证的形式，授予客户仅用于内部、非商业和非科学测试目的的临时软件使用权，以确定软件是否符合客户的要求。试用过程中产生的结果（如图片、动画、测试结果或分析结果）也只能用于软件的内部评估，不得作商业性或科学性使用或发布。

若无其他规定，一个试用许可证的有效期为 30 天，且不可延长。若出于试用目的向客户提供了软件副本，客户在试用后未获得该软件的商业许可，则试用许可证到期后必须将该软件从计算机上卸载并不可恢复地彻底删除。

（e） **学术许可证**：若客户为教育机构，并以学术许可证形式（"**学术许可证**"）获得加密狗、节点锁定或浮动许可证，除非另有约定，以下特别条款适用：（i）学术许可证授予客户仅限学术研究和教学目的的软件使用权。客户不得将学术许可证下的软件用于商业目的，尤其是用于向第三方提供服务，例如付费测量服务。（ii）学术许可证的授权用户为相应教育机构的成员，特别是其大学教师、博士生、研究助理和在教育机构注册的学生。（iii）客户可

允许其授权用户使用软件，但仅限于学术研究和教学目的。学术研究和教学以发表研究结果或研究结果不受版权限制为前提。为了私人研究项目或受政府监管的项目使用软件需要商业许可证。

3.3　关于远程访问软件、使用数个软件实例和加密狗服务器及类似设备或软件解决方案，应适用以下规定：

（a）　**远程访问**：若是加密狗许可证和节点锁定许可证，不允许通过远程访问使用软件；若是浮动许可证，仅当授权用户和正在访问的计算机都位于许可区域内时，才允许通过远程访问使用软件。

（b）　**使用数个实例**：允许一个授权用户在一台计算机上同时启动和运行多个软件实例。就第 1 句话而言，一个实例是指可在一台计算机上发生多次的程序启动（**"实例"**）。若是加密狗许可证和节点锁定许可证，则禁止多个不同用户在一台工作站计算机或试用计算机上同时使用数个实例（特别是在远程访问的情况下）。若是浮动许可证，则在已获得所需数目浮动许可证的前提下，多个不同用户可在一台工作站计算机或试用计算机上同时启动和运行软件数个实例——例如授权用户通过远程访问。每一授权用户需要一个浮动许可证。若同一授权用户通过多台工作站计算机，直接或远程访问一台工作站计算机或试用计算机，并且在此期间同时运行软件数个实例，则该授权用户需要在每一台计算机上安装单独的浮动许可证，以访问工作站计算机或试用计算机上的软件。

（c）　**加密狗服务器及类似设备或软件解决方案**：使用所谓加密狗服务器或通过网络提供加密狗许可证的其他设备或软件解决方案的软件被禁止使用。

3.4　若软件从先前版本升级而来，一旦提供软件升级版本后，客户可能——根据 C 部分第 6 条第 2 款的规定，无法再继续使用软件的先前版本。客户应永久卸载并不可恢复地彻底删除对于需求来说过剩的软件版本、过时的授权文件和许可密钥，及其任何副本。加密狗和任何现有的原始数据载体必须退回海克斯康的营业地。

4.　加密狗许可证保护

4.1　若是加密狗许可证，如果已生成授权文件的加密狗发生丢失和/或被盗，视为客户丧失软件使用权。若是 VGinLINE 加密狗许可证则除外，为了防止丧失软件使用权，即使在加密狗可能丢失的情况下，通过特殊的许可证颁发方式，即**"加密狗许可证保护"**，客户仍有机会确保继续使用软件。这要求客户是 2.2 版本或更高版本 VGSTUDIO、VGSTUDIO MAX、VGMETROLOGY 或 VGMETROLOGY ES 的永久加密狗许可证的拥有者。

4.2　全额支付加密狗许可证和加密狗许可证保护的费用以后，在加密狗许可证保护之下，客户将从海克斯康获得一份加密狗的授权文件，而非永久授权文件，其有效期自结算日期起为期 12 个月。授权文件到期前 90 天，软件将通知客户许可即将到期，客户因此须联系海克斯康以取得新的授权文件。取决于是否再次约定加密狗许可证保护，该新的授权文件有效期还是 12 个月或是无限期。

4.3　若在达成加密狗许可证保护之前，已经颁发并发给客户相关软件的永久授权文件，客户应将已安装授权文件的加密狗退回海克斯康。在将加密狗送达海克斯康营业地之前，海克斯康没有义务向客户提供有加密狗许可证保护的加密狗。客户应对运输途中退还加密狗的丢失负责。若运输途中加密狗丢失，客户可以退出加密狗许可证保护并要求归还已为加密狗许可证保护支付的任何款项；在这种情况下，海克斯康没有义务颁发有加密狗许可证保护的新加密狗。因此，建议客户购买合适的运输保险。

4.4　若加密狗受加密狗许可证保护的保护，加密狗发生丢失和/或被盗时，客户支付相应的费用，可以获得包含相应授权文件的新加密狗，有效期为授权文件剩余有效期限。费用由固定手续费和变量授权文件更换费组成，每月或每部分费用为软件相应安装总标价的 2%，以通知海克斯康加密狗丢失之日起至 12 个月期限（即授权文件的剩余有效期限）届满为限。加密狗的更换费用须提前支付。

4.5　若在为期十二个月的加密狗许可证保护有效期内，加密狗发生数次丢失和/或被盗，则海克斯康保留拒绝更新加密狗许可证保护的权利。

4.6　海克斯康有权在其一般产品政策框架内，随时停止"加密狗许可证保护"产品或调整其在市场上一般提供加密狗许可证保护的条件。

5.　一般使用限制

客户应遵守以下一般使用限制：

（a）　在不违反强制性法定条文的情况下，客户无权进行反向工程、反编译、反汇编或其他试图捕获软件源代码的行为。客户不得以任何形式编辑、改写或扩展程序及其相关文件，不得将其修改以便在其他系统上使用，也不得译作其他语言，除非相关准据法明确允许此类操作。排除中华人民共和国《计算机软件保护条例》第 16 条第 3 项规定的权利。

（b）　客户不得全部或部分出租、租赁、借出或再许可软件，其中包括加密狗、许可密钥和相关打印资料。此外，客户无权向第三方出售、转让或让渡软件及其使用软件的权利。

（c）　除非另有约定，客户不得复制、向社会公开、分发、编辑或以其他方式使用软件的全部或部分，无论是已知类型的使用的情形，还是在订立合同时未知类型的使用的情形，本许可条款另有明确规定的情况除外。

（d）　客户在使用软件时应符合所有相关法律法规的规定。除非满足所有相关法律法规的规定，包括软件技术出口的适用规定，否则客户不得下载、进口或再出口软件。

6.　期限和终止

6.1　除非本许可条款中另有规定或双方另有约定，客户被授予无限期软件使用权利。若授予此类永久许可证，排除普通终止及部分终止。

6.2　若客户被授予有限期许可，则客户使用软件的权利应在约定的使用期限届满时消灭。除非另有约定，有限期许可有效期限为 12 个月，自合同订立后次月第一天开始起算。若双方一致同意许可订购，则有限期许可每次在相应许可期届满后应再延长 12 个月的有效期限，除非一方在许可期结束前三（3）个月（首次到初始许可期结束前）通知终止许可订购。

6.3　海克斯康因客户违反义务而终止合同的法定权利不受影响。特别是在以下情形中，海克斯康有权终止授予客户的许可和权利，（i）客户或其任何授权用户使用软件超出本条款及条件允许的范围，并且海克斯康警告之后未在合理期限之内纠正侵权行为，（ii）无论是许可费或是维护费，客户未在海克斯康规定的合理宽限期内支付到期费用，或（iii）客户最终严肃拒绝支付该等费用。

6.4　任何终止通知必须通过邮件或电子邮件发送。

6.5　许可终止后，无论因何法律原因终止许可，经海克斯康要求，客户有义务删除或销毁客户有处分权的软件所有副本，其中包括所有许可密钥，并将任何的加密狗退回海克斯康营业地。

7.　许可购买和有限期许可的维护

7.1　若客户希望通过附加许可扩展客户已获得且包含在更新/服务协议中的许可（"**许可购买**"），仅在客户同样为许可扩展范围签订更新/服务协议或将现有更新/服务协议扩展到该范围的情况下，海克斯康才可同意此类许可购买。

7.2　若客户通过所谓的附加模块或程序包扩展客户已获得且包含在更新/服务协议中的许可（"**许可扩展**"），则软件的更新/服务协议应相应地扩展。许可扩展后客户应立即支付剩余维护期限的维护费用。

7.3　若是付费授予的有限期许可，则依据本条款及条件 C 部分中的维护条件，许可期限内包含维护服务，并以许可费作为补偿。在这方面不需要另行签署更新/服务协议。有限期许可的许可费应提前一个合同年度结算。

C.）更新/□ □ □ □

1.　维护条件的有效性和维护协议的标的

1.1　若客户签署 VG 软件生产线软件产品更新/服务协议（"**维护协议**"），海克斯康将提供与维护协议中所规定软件产品（以下简称"**软件**"）有关的下列服务（以下统称为"**维护**"或"**维护服务**"）：

> 创建维护账户（C 部分第 2 条）
> 在合同有效期内提供软件更新（C 部分第 3 条）
> 在海克斯康正常工作时间内，就请求时版本不超过 12 个月的软件提供安装和使用技术支持（C 部分第 4 条）。
> 在海克斯康保证义务范围以外提供软件相应公认版本的可重复错误处理（C 部分第 5 条）

1.2　海克斯康没有义务提供维护协议项下其他服务。特别是，海克斯康没有义务提供维护协议项下以下服务：

> 未经海克斯康同意，修改软件以适应客户更改过的硬件或软件环境，或修改软件以适应更改过的操作系统
> 软件或更新、升级或补丁的安装或调试
> 错误处理，此类错误已通过提供给客户的软件新版本或软件更新、升级或补丁修复，但客户无正当理由拒绝

> 软件产品服务，此类软件产品的发行状态为一般不再由海克斯康维护
> 超出技术支持或错误处理范围的咨询服务
> 软件用户指导或培训
> 在客户住所现场服务
> 正常工作时间以外电话热线服务

1.3　　海克斯康应在合同签订以后，但不得在客户通知海克斯康软件操作使用之前提供维护服务。若有疑问，应通过请求授权文件予以通知。

2.　维护账户、系统管理员

2.1　　海克斯康应在海克斯康网络服务器上为客户创建网络账户，客户可在维护协议有效期内通过海克斯康网站访问该网络账户（**"维护账户"**）。为此，客户应在合同签订以后立即指定一名有管理权限的系统管理员作为联系人，并将其电子邮件地址提供给海克斯康。数据将存储在维护账户中，并用于合同关系内的通讯，特别是用于通知新软件版本的可用性。

2.2　　若系统管理员人选有任何变动，客户应立即通知海克斯康。

2.3　　客户应对维护账户的访问数据进行保密并安全存储。客户应防止第三方获取访问数据。

3.　更新

3.1　　海克斯康应向客户提供安全更新、一般错误更正、官方发布的软件服务包和新版本（均单独称为和统称为**"更新"**），以及在维护协议有效期内发布的相关用户文档。通过使用维护账户下载提供更新。软件相应最新版本可供下载。更新的可用性将以电子方式告知客户。

3.2　　海克斯康致力于持续进一步开发软件，并定期通过更新提供。但是，客户并不享有软件进一步开发的权利，更不享有广泛的功能扩展或以新模块或模块扩展形式更改软件的权利。若海克斯康提供新模块或模块扩展，仅在另行签订协议并支付额外费用的基础上才可获得。

3.3　　更新可能要求客户所使用操作系统的新版本。海克斯康没有义务交付或安装新的操作系统。关于软件运行所需的任何固件或硬件，该规定同样适用。

4.　技术支持

4.1　　在维护协议有效期内，海克斯康应使用中文和英文提供技术支持。技术支持仅限于协助客户解决与软件安装使用有关的特定技术问题，并且仅在合理范围内提供给通过培训或其他方式熟悉软件的软件用户。合同签订后，客户应立即告知海克斯康受委托代表客户请求支持的合适联系人（所谓的**"关键用户"**）。若任何关键用户的人选有任何变动，客户应立即告知海克斯康。

4.2　　海克斯康没有义务对通过电话或电子邮件以外的通讯方式所提出的请求作出回应。若在个别情况下海克斯康使用其他远程通信方式或其他语言提供技术支持，此举仅为善意表示，应由海克斯康自主决定是否使用，即使是在请求重复的情况下，此举也不得构成将来的权利主张。

4.3　　海克斯康在海克斯康官网 https://volumegraphics.hexagon.com/cn （或通过其后续网址）支持栏目下提供支持团队相应最新联系方式。

4.4　　为了获得技术支持，客户必须通过维护协议拥有者身份验证。客户应根据要求向海克斯康提供海克斯康为进行验证所需要的全部信息。特别是其中包括向客户分配的软件相关许可识别号（许可识别号）。

5.　错误处理

5.1　　海克斯康承诺处理软件中严重影响软件使用或客户业务经营的错误。本更新/维护条款所称错误，是指软件在预期的系统环境中按照预期使用时，未展示出许可协议和用户文档中规定的软件功能。若在担保期限内发生软件错误，则仅适用本条款及条件 D 部分第 5 条的保证规定。

5.2　　错误处理应包括缩小错误原因的范围、诊断错误和纠正错误本身。只对可重复错误有纠正错误义务。

5.3　　若客户或第三方对软件进行了更改，则客户无权要求错误处理，除非客户证明错误并非由更改软件造成。

5.4　　客户的错误通知必须通过电子邮件发至相应最新的支持电子邮件地址或通过网站上的支持请求表发送。消息发送必须包含错误准确描述并列出软件任何的错误消息。

5.5　海克斯康应根据其合理判断，同时考虑到错误的性质和严重程度以及错误对客户业务经营的影响，决定错误处理的时间和方式。

尤其可以通过以下补救措施履行错误处理：

> 提供软件新版本。软件新版本若以所谓的服务包或补丁形式提供，则除软件外还应安装服务包或补丁，若以完整版本形式提供，则需要重新安装软件（均单独称为并合称为"补丁"）。补丁将通过维护账户提供。
> 通过远程访问客户的系统进行远程维护，以便能够更改软件本身或其设置。
> 通过能够规避错误的方式确定应对方案。

5.6　海克斯康不保证错误完全或在一定时间内得到纠正。海克斯康没有义务确保软件的特定可用性。

5.7　客户应在错误处理方面向海克斯康提供合理帮助。客户应根据要求提供所有数据和文件，并提供海克斯康进行错误分析和纠正错误所需的全部信息。其中尤其包括错误报告、日志、屏幕截图、测试数据及系统环境和软件许可证相关信息。

此外，若进行错误分析和纠正错误时需要，客户应授权海克斯康远程访问软件及其自己的系统。为此，客户应自负费用维护必要的硬件和系统环境，并与公共数据网络建立必要的连接。

若客户未能遵守该等合作义务，海克斯康不对任何延迟或难以实施的错误处理负责。

5.8　若在处理错误通知的过程中，发现报告的错误实际并不存在，海克斯康有权根据提供服务时有效的价目表要求单独偿还产生的费用。

6.　使用权

6.1　客户根据维护协议使用海克斯康所提供的任何更新、补丁或其他数据和信息（包括相关用户文档和任何加密狗在内）的权利，应与需维护的软件使用权利相一致并在客户全额支付所欠维护费先决条件成就时向客户授予。

6.2　海克斯康根据维护协议提供的许可文件——在客户没有任何主张的情况下——可以对软件的多个版本有效，以便于切换到新版本（但是，最多不超过当前维护周期的版本以及当前和前一个日历年度的以前版本）。被维护服务取代的软件版本，一旦相应的当前许可文件不再支持其使用时，则客户不得再使用该软件；B 部分第 3 条第 4 款第 2 和第 3 句应参照适用。

7.　期限、终止、履行期限

7.1　除非另有约定，客户无保留地接受海克斯康提交的维护协议要约后，维护协议开始生效，最短期限为 12 个月，自合同订立后次月的第一天开始起算。

7.2　若签订维护协议时附带自动续签协议，则每次最短期限届满后，维护协议应再延长 12 个月，除非任何一方在合同年度结束前三（3）个月（首期为最短期限结束前）通知终止维护协议。若维护协议有固定期限，则维护协议在约定期限届满时终止。

7.3　因重大事由立即终止的权利以及 D 部分第 2 条第 2 款和 C 部分第 9 条第 1 款规定的终止权不受影响。重大事由尤其是指（i）无论是许可费或是维护费，客户未在海克斯康规定的合理宽限期内支付到期费用，（iii）客户最终严肃拒绝支付该等费用，或（iii）客户或授权用户恶意不顾海克斯康的警告和设定的补救措施期限，仍旧侵犯海克斯康的权利，特别是客户或授权用户使用软件超出许可范围或违反 D 部分第 3 条第 4 款和 D 部分第 3 条第 5 款规定的保密义务。

7.4　任何终止通知必须通过邮件或电子邮件发送。

7.5　若客户合法获得软件多个许可，并就许可下的软件签订维护协议，客户只能统一终止整体软件维护。不得仅针对许可中的某一项终止软件维护。

7.6　若维护协议是在购买需维护软件的许可以后或当前现有的维护协议届满以后订立的，则协议效力追溯至客户购买软件许可的结算日期或上一维护协议期限结束后的次日（如适用）。在这种情况下，C 部分第 7 条第 1 款中规定的合同订立日期应替换为生效日期；除此以外，C 部分第 7 条第 1 款至 C 部分第 7 条第 4 款规定不受影响。

若许可免维护期为四（4）个月或更长，如果订立维护协议同时已发布软件新发行版本，则不再考虑 C 部分第 7 条第 6 款第 1 和 2 句规定的追溯效力。在这种情况下，客户需要将软件升级到最新发行版本以后，才能够签订软件维护协议。

7.7 客户只能在维护协议有效期内要求提供维护服务。因此，海克斯康仅有义务处理在维护协议有效期内海克斯康支持人员收到的客户发来的错误消息或技术问询。同理，客户仅在维护协议有效期内可获得更新和补丁。若在维护协议有效期内客户未下载提供的软件版本或在此期间未申请相关许可密钥，海克斯康没有义务提供有关软件版本和/或相关许可密钥。

8. 费用

客户应根据本条款及条件 C 部分规定支付维护服务的维护费。（i）考虑到客户在合同担保期限内有权获得免费缺陷弥补，和（ii）无论客户是否使用或使用维护服务的频率如何，所有维护服务均包含在内的事实，维护费统一费率。每次应提前一个合同年度结算维护费。

9. 产品停产

9.1 海克斯康有权在其一般产品政策的框架内停止全部或部分软件产品并停止其技术支持。若海克斯康停止分销需维护软件的个别模块或停止分销需维护的整体特定配置中的软件，海克斯康有权在宣布所涉软件产品停止分销的月份结束前三（3）个月通知终止维护协议。

若客户已经提前支付了整个合同年度的维护费，则海克斯康将按比例向客户退还提前终止的合同年度剩余维护期的维护费。

9.2 C 部分第 9 条第 1 款所涵盖范围，不包括对软件或软件个别模块进行微小修改，尤其是添加、限制或停止个别功能。维护协议不会受此影响将继续存在。

10. 许可和维护范围变更

10.1 许可条款的 B 部分第 7 条第 1 款规定适用于许可购买；B 部分第 7 条第 2 款规定适用于许可扩展。若客户有多个在维护中的许可而维护终止的，本维护条件 C 部分第 7 条第 5 款规定适用。对于海克斯康一般在市场上提供维护服务的软件产品，客户不能仅为此类软件产品购买部分许可证的维护。

10.2 若客户并非直接从海克斯康、而是从公司法规定的海克斯康的关联公司、授权销售合作伙伴或任何其他第三方，获得受维护协议约束的软件的附加许可或许可扩展，则客户必须立即将有关情况告知海克斯康。

11. 海克斯康作为分包商

11.1 若客户与海克斯康的授权分销商或任何其他第三方订立软件相关更新/服务协议，则客户相关合同伙伴应全权负责软件维护。若合同伙伴自身不提供全部或部分维护服务（如技术支持），而是使用海克斯康或海克斯康集团另一家公司（以下单独并统称为**"海克斯康公司"**） 在当地负责客户，则相应的海克斯康公司作为客户相关合同伙伴的分包商向客户提供维护服务。

海克斯康公司不对客户合同伙伴作出的合同承诺负责。该规定尤其适用于海克斯康公司本身一般不在市场上提供的软件相关维护服务。在提供的维护服务范围内，相应海克斯康公司不得提供任何超出本条款及条件 C 部分规定范围的服务，特别是不得授予需维护软件任何超出本条款及条件 C 部分第 6 条规定范围的使用权。

11.2 海克斯康集团负责 VG 软件销售和支持的公司的最新概况可在海克斯康官网 https://volumegraphics.hexagon.com/cn 公司/联系栏目下查阅。

D.）□□□□□□□□□□ 条款及条件

1. 付款条件

1.1 除非另有约定，本协议项下应付的费用，无论是许可费、维护费或其他费用，均应按照协议订立时有效的海克斯康价目表确定。

1.2 除非另有明确说明，费用和价格不含法定增值税（如适用）。任何适用的关税、税款和其他税费应由客户另外支付。

1.3 除非另有约定，收到发票后款项立即全额到期，应在 21 天以内支付。发票由海克斯康自行决定以信件或电子方式开具。

1.4 海克斯康没有义务按照客户的要求，执行特殊的开票程序，例如网络开票程序、电子开票程序和类似程序。若海克斯康同意客户的此类要求，则客户应以附加费的形式支付此类特殊服务的管理费，每张发票的附加费按照净发票金额 5%的统一费率收取，但最高不超过人民币 6,000 元。

1.5 付款必须通过银行转账汇至发票上所显示的海克斯康银行账户。不接受信用卡或任何其他形式的支付卡支付。境外汇款产生的银行收费应由客户承担。

1.6 关于迟延支付的相关法律规定应予适用。《中华人民共和国民法典》关于法定抗辩权的规定不受影响。

1.7 客户提出的索赔只能在海克斯康无异议或具有法律约束力时才能抵消。客户只在同一合同关系中享有保留权。

2. 价格调整

2.1 无论是许可订购范围内的许可费、附带自动续签协议的维护协议范围内的维护费，还是其他任何须支付的定期费用，海克斯康有权针对许可期或合同年度即将结束时后续合同期根据其合理判断以及价格计算相关因素的发展情况调整须支付的定期费用。尤其是根据发生变化的工资或材料成本（例如，硬件和软件的采购成本、通信网络的使用成本或能源成本）或发生变化的经济或法律框架条件进行调整；还应考虑行业价格上涨惯例。一种类型的成本增加时，仅在无法通过其他领域的任何成本下降得到补偿的范围内，用于相应上调价格。

2.2 海克斯康将至少在价格调整生效前六（6）周以文本形式通知客户。调整后的价格适用于自价格调整生效起开始或在价格调整生效后开始的许可期或维护协议年度。若客户自收到价格调整通知起 30 天期限内，在当前许可期或合同年度结束前未终止许可订购或维护协议，则视为客户同意价格调整。有关情况将再次以通知方式单独告知客户。

3. 客户的特殊义务、保密、客户的责任、违约金

3.1 客户应适当保护数据以免丢失，并按照相应的应用方式，定期备份所有数据，最低不应少于每天一次，以确保可通过合理努力恢复数据。

3.2 客户使用软件时，应在合理范围内遵守海克斯康给出的软件安装说明或纠错措施指示、软件升级或维护服务说明。

3.3 客户必须在合理范围内，事先在软件生产性使用之前在单独的测试环境中安装软件，并为客户的预期目的测试软件的功能和使用性能，以降低数据丢失或操作故障的风险。无论海克斯康有义务提供还是作为善意的表示提供，该规定同样适用于在后续履行范围内提供的软件版本、在维护合同范围内的错误处理或更新、升级或补丁。

3.4 在整个软件使用期间和软件使用停止以后，客户应保守客户获悉的、与履行海克斯康和客户之间所订立协议有关的、海克斯康或海克斯康关联公司的保密信息，不得向任何第三方提供，并仅出于协议规定的使用软件目的使用该等信息。

该规定尤其适用于软件、创建软件的方法和程序相关的所有机密信息、与软件相关的文档和数据载体、及其内容和相关通信以及在法律允许的范围内通过反编译获得的所有信息。

若能够证明信息（i）在海克斯康通知以前客户已通过合法方式知晓，且没有任何保密义务或使用限制，（ii）客户后来从第三方知晓，且没有任何保密义务或使用限制、不违反任何保密协议、法律规定或政府命令，（iii）在海克斯康披露以前已众所周知或普遍可访问，或（iv）后来非因客户或其授权用户违反本保密义务已众所周知或普遍可访问，则免除保密义务。

客户应责成授权用户相应保密，即使在现有员工的工作期限或其他合作协议的期限以外，除非根据法律或基于其他合同，授权用户已有义务保密。

3.5 客户应采取必要的预防措施，防止未经授权访问或第三方访问软件和 D 部分第 3 条第 4 款定义的机密信息。

3.6 客户应确保授权用户遵守许可协议和/或维护协议与本条款及条件的规定并对此承担责任。

3.7 客户应承担因违反许可协议或维护协议或本条款及条件中的义务给海克斯康造成的所有损失，并应对海克斯康因此产生的所有第三方索赔（无论法律依据如何）进行赔偿。

3.8 若客户或授权用户在使用软件时超出所施加的限制，则客户应对海克斯康根据其合理判断确定的每一侵权事实支付违约金，并在发生争议时由有管辖权的法庭进行审查。其他索赔和权利主张（特别是损害赔偿、禁令救济或解除协议的主张）不受此影响。违约金应被计入应付的损害赔偿金。

4. 履行时间、履行地点

4.1　若海克斯康的交付和/或服务需要监管审批，尤其是中华人民共和国出口管理条例规定的出口许可证，则只有授予监管批准先决条件成立的前提下，才能与客户签署相关协议。客户应提供监管审批所需的所有申报和证据，尤其是最终用途申报和/或进口执照。客户应负责获取可能需要的任何进口许可证。

4.2　海克斯康提供的有关交付和履行日期的信息不具有约束力，除非海克斯康以书面形式指定其具有约束力。

4.3　若客户迟延支付或未按照合同条款提供履行合同的必要配合，尤其是 C 部分第 5 条第 7 款规定的合作行为，则在此期间，交付和履行义务的期限相应顺延。若因非海克斯康责任的情形导致其无法履行合同，则海克斯康的履行义务期限延长至障碍消除后合理的时间重新起算。

4.4　催告或任何设定的截止期限必须通过传真或电子邮件的形式书面通知。

4.5　海克斯康的注册地为履行地。

5. 担保

5.1　海克斯康保证，本软件以及根据维护协议提供的软件版本和其他软件组件(如有)，在按照合同条款使用时，在风险转移时不存在导致其无效或实质性降低其价值或不能满足相关所订立协议规定之使用目的的瑕疵。特别是按照合同使用软件不会侵犯第三方的任何权利。没有进一步担保或保证。特别是，海克斯康不保证（i）软件与其他产品尤其是软件与硬件产品共同使用的可能性，或（ii）客户的硬件或软件环境发生变化时软件的可操作性不受限制，尤其是客户的操作系统不会改变。客户的此类投资风险，由客户自行承担。

5.2　客户必须在交付以后立即检查本软件，及根据维护协议提供的软件版本和其他软件组件是否在正常业务过程中可行，并且如果缺陷明显，则必须立即通过传真或电子邮件以书面形式报告缺陷，包括缺陷的简要说明。若客户未报告缺陷，则应视为软件或相应的维护服务已通过检验，除非检查过程中无法识别缺陷。若此类缺陷后来变得明显，则必须在发现后立即报告；否则，即使由于该缺陷，软件或维护服务仍应视为已通过检验。

5.3　自收到书面通知之日起的合理期限内，海克斯康应自行选择通过修理或更换的方式消除重大瑕疵。若经海克斯康检查没有发现任何被报告的瑕疵，或报告的瑕疵系由于不能归因于海克斯康的不当操作或故障产生，则检查费用及任何额外费用应由客户承担。

5.4　出现权属瑕疵时，海克斯康保证为客户提供法律允许范围内的软件使用权或同等替代软件。若第三方就软件向客户主张任何知识产权，客户应立即以书面形式通知海克斯康。

5.5　仅当客户尽可能地将瑕疵精确地告知海克斯康，并且海克斯康在客户为其设定的合理后续履行期限到期时仍未成功履行或进行继续履行失败后，客户才能主张退货、减价或损害赔偿以替代继续履行。两次继续履行均未成功，才视为继续履行失败。任何主张退货、减价或损害赔偿以代替继续履行的请求均须采用书面形式才生效。

5.6　若客户或第三方对软件进行了扩展或修改，则海克斯康免除担保责任，除非客户能证明相应的修改或扩展不是软件出现瑕疵的原因或辅助原因。对因操作不当、使用不配套设备/配件或非正常的运行条件产生的错误、故障或损失，海克斯康不承担责任。

5.7　担保期限（瑕疵担保）为一年。若中国法律中存在关于更长期限的规定，或出现生命、身体或健康受到损害情形，亦或海克斯康或海克斯康的法定代表人或代理人有故意、重大过失违反义务或欺诈性隐瞒瑕疵的行为时则不适用一年的瑕疵担保期限。若使用数据载体提供软件，担保期限自交付时起算；若通过下载方式提供软件，担保期限自收到网络账户访问数据的通知或收到维护账户中提供更新或补丁的通知时起算。发出缺陷通知及担保期满、中止和重新开始的法定条文不受影响。

6. 责任

6.1　无论法律依据如何（例如合同义务、重大瑕疵和权属瑕疵、违反义务和侵权行为），海克斯康在下列情况下承担责任，

（a）　若双方明确约定特定交付或履行日期具有约束力，则应依据法定条文承担因延迟交付或履行造成的损失；

（b）　若海克斯康已经提供合同担保，则应以担保中规定的条件为限承担责任；

（c）　若海克斯康以欺诈手段隐瞒缺陷，则应依据法定条文承担因此造成的损害；

（d）　对于因故意或重大过失违反义务造成的损害、至少是因疏忽伤害人的生命、身体或健康造成的损害、依据中国《产品质量法》提出的索赔，及因违反数据保护规定造成的损失，则应依据相关法定条文在不同情况下承担责任；

（e）　　应依据法定条文承担因轻微过失违反重大合同义务所造成的损害，重大合同义务，是指其履行对于合同的适当履行至关重要并且客户经常依赖并有权依赖其履行的义务。但是，此类责任不包括间接损害、从属损失、由于其他产品不必要的花费或利润损失造成的损害，并且应以合同订立时可预见的损害金额和属于此类合同典型的损害为限；但不超过已缴付的许可费数额。

6.2　　除此之外，海克斯康不承担任何责任。

6.3　　海克斯康有权拒绝承担共同过失责任。若发生数据丢失，则海克斯康只对妥善备份副本后仍会出现的损失承担责任。

6.4　　以根据 D 部分第 6 条规定排除或限制的责任为限，本款规定同样适用于海克斯康员工、代表和代理的个人责任。

6.5　　D 部分第 6 条项下的责任索赔时效根据相关法定条文的规定到期届满。

7.　审核

海克斯康在防止软件盗版方面享有合法权益，因此有权验证是否正确使用软件，特别是客户是否在获得的软件许可范围内定性定量地使用软件（"审核"）。若是 VGinLINE 加密狗许可证，审核还包括检查客户在用的 VGinLINE 安装是否与最初获得 VGinLINE 加密狗许可证时 VGinLINE 特定安装相符。为此，客户应向海克斯康提供信息，允许检查相关文件和记录，并允许对使用中的硬件和软件环境进行审核。在客户正常工作时间内，海克斯康可以在客户的住所现场进行审核，或者由负有保密义务的第三方进行。海克斯康将确保客户的业务经营活动尽可能少受现场活动的干扰。

双方应各自承担产生的审核费用。承担审核费用不影响海克斯康就审核过程中查明的客户违反软件许可使用限制提出的任何索赔。

8.　反馈

若客户或客户的授权用户向海克斯康提供软件或其文档相关的建议或意见，例如有关现有模块或个别功能的改善建议、或者软件未来开发的想法和建议，其中可能还包括与海克斯康集团公司的其他产品和服务可能实现的协同效应有关的建议（"反馈"），海克斯康及公司法规定的海克斯康集团关联公司可能利用此类反馈。通过提交反馈，客户和/或其授权用户不可撤销地授予海克斯康非排他、免版税、再许可和可转让的权利，在利用此类反馈时，该权利不受时间、地点和主题的限制。但是，海克斯康没有义务去使用任何反馈。

9.　出口规定

9.1　　客户声明并保证，(i)其所在地或住所不在根据经济和贸易制裁相关适用法律或适用出口管制法律法规普遍禁止海克斯康出口软件或提供维护服务的任何国家，包括但不限于中华人民共和国、德意志联邦共和国、欧盟、英国或美国相关法律（以下统称"出口法律法规"），以及(ii)出口法律法规或者根据出口法律法规实施的制裁不禁止海克斯康向客户交付软件或向客户提供维护服务。

若合同关系持续期间在稍后某个时间点，颁布出口法律法规或根据出口法律法规实施制裁，禁止海克斯康向客户交付软件或向客户提供维护服务，则客户必须立即将有关情况告知海克斯康。

9.2　　海克斯康 无义务履行违反出口法律法规的合同。如果海克斯康确定，交付软件或提供维护服务会违反出口法律法规，则海克斯康有权暂缓交付或者立即终止合同关系。

9.3　　客户承诺不将软件运送、传输或出口至依据出口法律法规禁止出口或依据出口法律法规被实施制裁的任何国家。若客户违反此义务，则客户不得再拥有和使用软件的所有权利。

9.4　　客户应在首次要求时向海克斯康赔偿第三方提出的所有索赔，特别是政府或组织向海克斯康或公司法意义上的海克斯康的关联公司由于客户违反出口法律法规、客户所作的和出口法律法规相关的虚假或不完整陈述、或客户作出不正确陈述或延迟通知或遗漏通知提出的索赔，客户应该赔偿海克斯康或公司法意义上的海克斯康关联公司因此遭受的所有损失。

10.　数据保护

10.1　　海克斯康应遵守数据保护规定，特别是，例如在维护协议的范围内，授权访问客户的业务或硬件和软件的情形。海克斯康应确保其代理人同样遵守此类规定，特别是在其开展活动之前要求其遵守数据保护义务。海克斯康无意代表客户处理或使用个人数据。只有在极特殊情形下，个人数据的传输才可能作为海克斯康合同履行的次级结果发生。若客户授权海克斯康访问其数据处理设备，并且不能排除海克斯康访问个人数据的可能，则客户应与海克斯康签

订符合《中华人民共和国个人信息保护法》（PIPL）第 21 条要求的书面协议。客户仍然为 PIPL 第 73 条所指的控制人。

10.2　　关于海克斯康处理个人数据的详情，可访问海克斯康官网 https://volumegraphics.hexagon.com/cn/system/privacy-policy.html （或后续网址）获取。当前版本的隐私声明可供查阅。如数据处理发生任何重大变化，将通过电子邮件告知客户。

11. 协议转让

11.1　　海克斯康与客户之间达成的协议原则上仅在合同另一方同意的情况下才允许向第三方转让。

11.2　　与 D 部分第 11 条第 1 款规定相背离，无需获得客户的任何同意，允许海克斯康将与客户签署的协议转让给根据《公司法》第 216 条规定与海克斯康直接或间接关联的公司，无论是由海克斯康控股的公司还是控股海克斯康的公司。

12. 本条款及条件的调整

12.1　　关于许可订阅或附带自动续签协议的维护协议，海克斯康有权随时修改或补充本条款及条件。尤其是在以下情形中，有必要对本条款及条件进行修改和补充
> 调整条款及条件以适应当前的法律状况，例如，适用的法律和法规或司法制度发生变化时，或为了遵守强制性官方决定或法院判决时；
> 在不会对迄今为止受管理的服务产生不利影响，从而损害客户的前提下，通过条款及条件中的合同条款明确额外提供的服务时；
> 调整条款及条件以适应软件技术进步或技术框架和内部流程的变化时，除非客户的合同权利因此不只是受到微小影响。

12.2　　最迟应于生效前六（6）周，通过向 C 部分第 5 条第 1 款所规定的系统负责人最后可知的邮件地址发送电子邮件的方式，告知客户 D 部分第 12 条第 1 款所指的任何修订或补充。经过修订或补充的条款及条件为双方之间现有协议的组成部分，并在生效后取代当时适用于协议的条款及条件。

13. 其他规定

13.1　　如果本条款及条件、许可协议或维护协议的任何条款因任何原因在任何司法管辖区内无效或无法执行，不影响其他条款的效力。海克斯康不行使或执行任何合同权利或条款不代表海克斯康放弃该权利或该条款。

13.2　　本条款及条件以及许可协议或维护协议（如适用）构成与软件或软件维护服务相关的最终的、唯一且完整的约定，取代双方之前和同时期达成的与软件或软件维护服务相关的所有协议。

13.3　　若本条款及条件与任何许可协议或维护协议的条款之间有任何不一致，相关许可协议或维护协议的条款优先于本条款及条件适用。

13.4　　对海克斯康与客户之间签署的协议（包括对本条款及条件在内）口头达成的修订或补充无效。以电子形式订立的协议至少应提供简单电子签名以证明其真实性（例如使用 DocuSign 或 AdobeSign）。

13.5　　海克斯康有权让第三方代其履行全部义务。在这种情况下，作为合同伙伴的海克斯康应继续保证其对客户的合同义务得到适当履行，客户应接受该履行行为作为海克斯康的履约行为。

13.6　　海克斯康和客户签订的协议包括本条款和条款在内应受中华人民共和国法律管辖，排除《联合国国际货物销售合同公约》（CISG）。

13.7　　由许可协议或维护协议包括本条款及条件在内引起的或与之有关的争议均提交位于北京的中国国际贸易仲裁委员会（CIETAC），按照中国国际贸易仲裁委员会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。双方同意北京作为仲裁地，仲裁程序中使用的语言应为英语。仲裁庭应由三名仲裁员组成。仲裁费用应由败诉方承担；仲裁裁决另有规定的，以裁决为准。
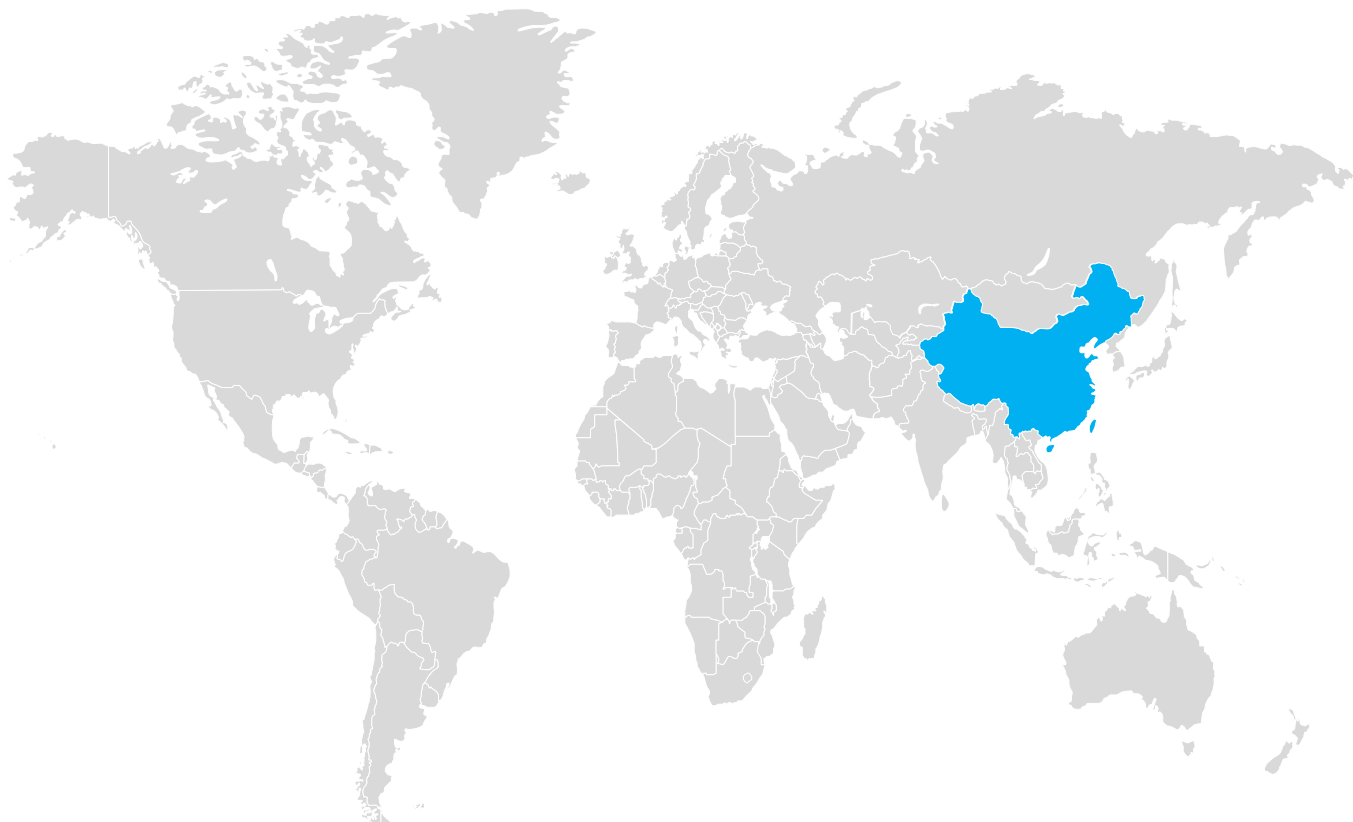
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General Software License and Update/Maintenance Terms and Conditions
VG Software
(China, including Mainland China, Hongkong, Macao, and Taiwan)

请点击这里查看中文版。

A.) Scope of Application

1. Languages

These General Software License and Update/Maintenance Terms and Conditions (China, including Mainland China, Hongkong, Macao, and Taiwan) ("**Terms and Conditions**") are drafted in Chinese and English—retrievable from the Volume Graphics website at https://volumegraphics.hexagon.com/en/system/terms-and-conditions.html. In the event of contradictions between the language versions, the English version shall prevail.

2. Scope of application of these Terms and Conditions, General terms and conditions of Customer

2.1 The Terms and Conditions shall apply to all existing and future business relationships with regard to the provision, use, and maintenance of software products of the VG software product line—including the conclusion of contracts—between Volume Graphics (Beijing) Technology Co., Ltd., World Profit Center, Tower B, 12th Floor, Building 2, No. 16 Tian Ze Road, Chaoyang District, People's Republic of China ("**Hexagon**") and customers of Hexagon ("**Customer**").

2.2 The software products—or any updates or upgrades thereof—may include an interface to the Nexus cloud platform where applicable. Through this interface, the Customer may access the Nexus cloud platform and upload data from VG software directly to the platform using the platform's Metrology Reporting function. The Nexus cloud platform services and Metrology Reporting are stand-alone products and not part of VG software. The Nexus cloud platform and Metrology Reporting itself are governed by the terms of the Hexagon Manufacturing Intelligence Cloud Services Agreement. Use of the Nexus services and Metrology Reporting requires a functioning internet connection, registration on the Nexus cloud platform and acceptance of the Hexagon Manufacturing Intelligence Cloud Services Agreement. In addition, some of the services of the Nexus platform are only available for a fee and must be purchased separately.

2.3 Training offers or other customized consulting services by Hexagon are subject to separate terms and conditions.

2.4 Any general terms and conditions of Customer are hereby objected to. They shall not be recognized even if Hexagon does not expressly object to them again after receipt.

2.5 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall apply insofar as they are not amended, supplemented, or expressly excluded in these Terms and Conditions.

3. Subject matter of these Terms and Conditions

The provisions set out in Part B.) ("**License Terms**") apply to the provision and use of existing and future software products of the VG software product line, including associated dongles, license keys, or user documentation, which are provided by Hexagon to Customer for use. The provisions set out in Part C.) ("**Maintenance Terms**") apply to update and maintenance services for software products of the VG software product line. In addition to the License Terms and the Maintenance Terms, the general provisions set out in Part D.) ("**General Provisions**") apply.

B.) Software License Terms

1. Services to be provided and services not included

1.1 If Customer acquires a license for a software product of the VG software product line (hereinafter "**Software**"), Hexagon shall provide Customer with a copy of the respective software product in object code as well as associated dongles, license keys, and user documentation and shall grant Customer a right to use the Software in accordance with the specific agreements made at the time of acquisition of the license ("**License Agreement**") and the following license terms. In the event of any contradiction between the terms set out in the License Agreement and these License Terms, the terms set out in the License Agreement shall prevail.

1.2 Customer shall not be entitled to the transfer of the source program. Customer shall not become the owner of the copyrights to the Software and the user documentation. The copyright, all industrial property rights and other intellectual property, including trade secrets, shall remain with Hexagon. Copyright notices, serial numbers, and other features used for program identification must not be removed or modified.

1.3 Unless otherwise stipulated in the License Agreement, Customer shall be provided with the Software in its latest version.

1.4 Hexagon does not warrant or assume any liability or guarantee that the use of the Software is suitable for achieving the purposes pursued by the Customer.

1.5 Hexagon shall not be obligated to install or commission the Software at the Customer's premises. Furthermore, without conclusion of a separate update/service agreement, Hexagon shall not be obligated to provide maintenance services or technical support with regard to the Software.

2. Provision of the software, confirmation of the Terms and Conditions

2.1 Unless the provision of the Software on a data carrier has been expressly agreed upon, the Software shall be made available by download via a web account on the Hexagon web server to be set up for Customer after conclusion of the contract. For the purpose of downloading, Customer shall be granted access to the web account for a period of 12 days after the web account has been set up.

2.2 Customer must expressly confirm the validity of these Terms and Conditions when logging into the personal web account and/or when installing the Software—even if the Customer engages third parties to perform this.

2.3 Regardless of the license model, the Software must be installed on at least one computer of Customer in order to be able to use it. If a Floating License pursuant to Section B.3.2 (c) is purchased, the installation of Flexera's FlexNet license server on a central network server of Customer is also required.

2.4 Regardless of which license the Customer has acquired, if the Software is provided before payment of the license fee, Customer shall initially be granted a provisional license limited to eight weeks. After receipt of full payment, Customer shall be granted a perpetual license, unless otherwise stated below or set out in the License Agreement.

2.5 Customer shall provide complete and truthful information during the licensing process ("**Registration Data**"). Hexagon shall be entitled to process the information contained in the Registration Data in such a way as is necessary to be able to fulfil the agreements made with Customer.

3. Granting of right to use the Software

3.1 Hexagon grants to Customer, subject to a condition precedent until full payment of the agreed license fee, on the basis of either a dongle-bound license ("**Dongle License**"), a computer-bound license ("**Node-locked License**"), a network server-bound license ("**Floating License**"), a test license ("**Evaluation License**"), or a license intended for academic research and teaching ("**Academic License**") the non-exclusive right to use the Software in accordance with the following terms and conditions.

3.2 The following special provisions apply to the respective agreed license models:

(a) **Dongle License**: When purchasing a Dongle License, Customer is granted the right to use the Software on any computer, provided that the dongle provided to Customer is used. After installation of the Software, a special license key is generated as part of the licensing process, which enables the use of the Software depending on the existence of a dongle and a valid license key generated for this dongle. Subject to the terms and conditions of the License Agreement, the Dongle License entitles Customer to permit its employees, freelancers, agency workers, and temporary workers ("**Authorized Users**") to use the Software with the provided dongle for which the license key has been generated in accordance with these Terms and Conditions.
Any duplication of the dongle or other technical interventions in the dongle are not permitted. The license key is only valid for the dongle for which it was generated. A transfer of the license key to another dongle is neither possible nor permitted.

(b) **Node-locked License**: When purchasing a Node-locked License, Customer is granted the right to install and use the software on one computer per purchased license. After installation of the Software, a special license key is generated as part of the licensing process, which enables the use of the Software solely on that computer. Subject to the terms of the License Agreement, the Node-locked License entitles Customer to permit Authorized Users to use the Software on the computer for which the special license key was generated in accordance with these Terms and Conditions.

(c) **Floating License**: When purchasing a Floating License, Customer is granted the right to install and use the Software on any computer of a network within the respective territory for which the license was issued ("**Licensed Territory**"). Floating Licenses may be acquired either for a specific location of Customer ("**Local Floating License**") or for a specific country—in the case of Russia, Australia, India, Canada, the United States of America, and Mainland China for a specific geopolitical area of a country (referred to as a federal state, province, canton, region, federation district, or similar, depending on the country)—("**Country Floating License**") or for a specific time zone range ("**Continental Floating License**") or for worldwide use ("**Global Floating License**"). Subject to the terms and conditions of the License Agreement, the Floating License entitles Customer to permit Authorized Users to use the Software in accordance with these Terms and Conditions.

The use of the software is only permitted if both the Authorized User and the computer are located within the Licensed Territory and the right of use is not already exercised by another user. In order to be able to use the Software, the Authorized User must first retrieve the purchased license from the FlexNet license server each time the Software is started.

The use of the Software on the basis of a Floating License requires a permanent connection to the FlexNet license server, which is installed on a network server of Customer. This connection is established each time the Software is started and maintained by retrieving the license from the FlexNet license server for the duration of use. In addition, the Software may be used for a period of at most 7 days without connection to the network server (so-called "**Offline Borrowing**"). In the context of Offline Borrowing, the use of the Software on the respective computer over which the license was checked out for the purpose of Offline Borrowing is also permitted outside the Licensed Territory.

(d) **Evaluation License**: The Evaluation License—in form of either a Node-locked or a Floating License—grants Customer a temporary right to use the Software solely for the purpose of internal, non-commercial, and non-scientific testing to determine whether the Software meets Customer's requirements. The results generated during the evaluation process (e.g., images, animations, measurement or analysis results) may also only be used for internal evaluation of the Software and may not be used commercially or scientifically or published.

Unless otherwise specified in the individual case, an Evaluation License is valid for 30 days and cannot be extended. If a copy of the Software has been made available to Customer for the purpose of evaluation and if Customer does not acquire a commercial license for the Software after evaluation, the Software must be uninstalled from the computer and irretrievably deleted after expiry of the Evaluation License.

(e) **Academic License**: If Customer is an educational institution and acquires a Dongle, Node-locked or Floating License in the form of an Academic License ("**Academic License**"), the following special terms shall apply unless otherwise agreed: (i) The Academic License grants Customer a right to use the Software solely for the purpose of academic research and teaching. Customer may not use the Software under an Academic License for commercial purposes, in particular, for the provision of services to third parties, such as measurement services against payment. (ii) Authorized users of an Academic License are the members of the respective educational institution, in particular its university teachers, doctoral students, research assistants, and the students enrolled at the educational institution. (iii) Customer may permit its Authorized Users to use the Software solely for the purposes of academic research and teaching. Academic research and teaching presupposes that the results of the research are published or in the public domain. Use for private research projects or projects subject to government regulation requires a commercial license.

3.3 With regard to remote access to the Software, the use of multiple instances of the Software and the use of dongle servers and comparable devices or software solutions, the following shall apply:

(a) **Remote Access**: In the case of a Dongle License or a Node-locked License, the use of the Software via remote access is not permitted; in the case of a Floating License, the use of the Software via remote access is permitted only if both the Authorized User and the computer that is being accessed are located within the Licensed Territory.

(b) **Use of Multiple Instances**: An Authorized User is permitted to start and run multiple Instances of the Software simultaneously on one computer. For the purposes of sentence 1, an Instance is a program start that can occur several times on one computer ("**Instance**"). In the case of Dongle Licenses and Node-locked Licenses, the use of multiple instances simultaneously on one workstation or evaluation computer by different users is prohibited, especially in the case of remote access. In the case of Floating Licenses, multiple instances of the Software may be started and run simultaneously on one workstation or evaluation computer by different Authorized Users—for example, by remote access of the Authorized Users, provided that the required number of Floating Licenses has been obtained. Each Authorized User requires a Floating License. If one and the same Authorized User accesses a workstation or evaluation computer via several workstation computers—either directly or remotely—and runs multiple instances of the Software while doing so, the Authorized User requires a separate Floating License for each computer with which the Authorized User accesses the Software on the workstation or evaluation computer.

(c) **Dongle Servers and Comparable Devices or Software Solutions**: The use of the Software using so-called dongle servers or other devices or software solutions that provide dongle licenses via a network is prohibited.

3.4 If the Software is an upgrade from a previous version, Customer may—subject to the provisions in Section C.6.2—not continue to use the previous version of the Software once the upgrade version of the Software has been provided. Customer shall permanently uninstall and irretrievably delete versions of the Software that have become surplus to requirements, obsolete license files and license keys, and any copies made thereof. Dongles and any existing original data carriers must be returned to the place of business of Hexagon.

4. Dongle license protection

4.1 In the case of a Dongle License, the loss and/or theft of the dongle after issuance of a license file encoded on this dongle is equivalent to the loss of the right to use the Software. Except in the case of a VGinLINE Dongle License, in order to prevent the loss of the right to use the Software, Customer has the option of securing the continued use of the software even in the event of a possible loss of the dongle by means of a special license issuance method, the so-called "**Dongle License Protection**". This requires that the Customer is the holder of a perpetual Dongle License for VGSTUDIO, VGSTUDIO MAX, VGMETROLOGY, or VGMETROLOGY ES in version 2.2 or higher.

4.2 When the fees for the Dongle License and the Dongle License Protection are fully paid, under the Dongle License Protection, instead of the perpetual license file, Customer will receive from Hexagon a license file for the Dongle, which is limited to 12 months from the invoice date. The software will notify Customer 90 days prior to the expiration of the license file that the license is about to expire, and that Customer must therefore contact Hexagon to obtain a new license file. Depending on whether a Dongle License Protection is agreed on again or not, this license file is also limited to 12 months or unlimited.

4.3 In the event that a perpetual license file for the relevant Software has already been issued and sent to Customer prior to the conclusion of the Dongle License Protection, Customer shall return the dongle on which the license file has already been installed to Hexagon. Prior to receipt of the dongle at Hexagon's place of business, Hexagon is not obligated to provide Customer with a dongle under Dongle License Protection. Customer shall be responsible for the loss of the returned dongle in transit. If the dongle is lost in transit, Customer may withdraw from the Dongle License Protection and reclaim any payment already made for the Dongle License Protection; in this case, Hexagon is not obligated to issue a replacement dongle under Dongle License Protection. Customer is therefore advised to take out appropriate transport insurance.

4.4 If the dongle is subject to Dongle License Protection, in the event of loss or theft of the dongle, Customer has the option to obtain a replacement for the dongle together with the associated license file for the remaining term of the license file against payment of a corresponding fee. The fee consists of a fixed handling fee and a variable replacement fee for the license file amounting to 2% of the gross list price for the software in its individual

configuration per month or part thereof for the period between the notification of the loss of the dongle to Hexagon and the expiry of the 12-month period (= remaining term of the license file). The fee for the replacement of the dongle is to be paid in advance.

4.5 Hexagon reserves the right to refuse a renewal of Dongle License Protection in the event of multiple loss and/or theft of the dongle within a twelve-month term of Dongle License Protection.

4.6 Hexagon is entitled, within the framework of its general product policy, to discontinue the product "Dongle License Protection" at any time or to adjust the conditions under which it generally offers Dongle License Protection on the market.

5. General restrictions on use

Customer shall be subject to the following general restrictions on use:

(a) Customer shall—insofar as there are no conflicting mandatory statutory provisions—not be entitled to subject the source program of the Software to reverse engineering, to decompile it, to disassemble it, or to otherwise attempt to capture it. Customer shall not be permitted to edit, adapt, or extend the program or its documentation in any way, to modify it for use on other systems, or to translate it into other languages, unless this is expressly permitted by applicable law. The right as stipulated in Art. 16 para. 3 of the Chinese Regulation on the Protection of Computer Software shall be excluded.

(b) Customer shall not be permitted to rent, lease, lend or sub-license the Software, including the dongle, license key, and associated printed materials, in whole or in part. Furthermore, Customer shall not be entitled to resell, transfer or assign the Software and its right to use it to a third party.

(c) Unless otherwise agreed, Customer shall not be permitted to copy, make publicly accessible, distribute, edit, or otherwise use the Software in whole or in part—whether within the context of a known type of use or in the context of a type of use unknown at the time of conclusion of the contract—unless expressly provided otherwise in these License Terms.

(d) Customer shall comply with all applicable laws and regulations when using the Software. In particular, any download or other import and re-export of the Software is permitted only in compliance with all applicable laws and regulations, including the laws governing the export of software technology.

6. Term and termination

6.1 Unless otherwise stated in these License Terms or unless the parties have agreed otherwise, Customer is granted the right to use the Software for an unlimited period of time. In the case of such a perpetual license, ordinary termination as well as partial termination is excluded.

6.2 If Customer is granted a term-based license, Customer's right to use the Software shall end upon expiry of the agreed period of use. Unless otherwise agreed, a term-based license has a term of 12 months, calculated from the first day of the month following the conclusion of the contract. If the parties have agreed on a license subscription, the term of the term-based license shall be extended after the expiry of the respective license period for a further 12 months in each case, unless one of the parties terminates the license subscription with three (3) months' notice to the end of a license period—for the first time to the end of the initial license period.

6.3 The statutory rights of Hexagon to terminate the contract due to breach of duty by Customer shall remain unaffected. Hexagon is in particular entitled to terminate the licenses and rights granted to the Customer if (i) Customer or any of its Authorized Users uses the Software beyond what is permitted under these Terms and Conditions and does not remedy the infringement within a reasonable period of time after a warning from Hexagon, (ii) Customer does not pay fees due—whether license fees or maintenance fees—within a reasonable grace period set by Hexagon, or (iii) Customer seriously and finally refuses to pay these fees.

6.4 Any notice of termination must be sent by mail or by e-mail.

6.5 Upon termination of the license, irrespective of the legal reason for the termination of the license, Customer is obliged to delete or destroy all copies of the Software in Customer's power of disposition, including all license keys, and to return any dongles to Hexagon' place of business upon Hexagon's request.

7. License purchases and maintenance of term-based licenses

7.1 If Customer wishes to extend a license already acquired by Customer and covered by an update/service agreement by additional licenses ("**License Purchase**"), Hexagon may only agree to such a License Purchase if Customer also concludes an update/service agreement for the extended scope of the license or extends the existing update/service agreement to this extent.

7.2 If Customer extends a license already acquired by Customer and covered by an update/service agreement by so-called add-on modules or packages ("**License Extension**"), the update/service agreement for the Software shall be extended accordingly. Maintenance fees to be paid for the remaining maintenance term shall be paid by Customer upon License Extension.

7.3 In the case of term-based licenses granted against payment, the maintenance services are included for the duration of the license in accordance with the maintenance conditions in Part C.) of these Terms and Conditions and are compensated for with the license fee. A separate conclusion of an update/service agreement is not required in this respect. The license fee for term-based licenses shall be invoiced in advance for one contract year.

C.) Update/Maintenance Terms

1. Validity of the maintenance conditions and subject matter of the maintenance agreement

1.1 If Customer concludes an update/service agreement ("**Maintenance Agreement**") for a software product of the VG software product line Hexagon will provide the following services (hereinafter collectively referred to as "**Maintenance**" or "**Maintenance Services**") with respect to the software product identified in the Maintenance Agreement (hereinafter "**Software**"):

> Creation of a maintenance account (Section C.2)
> Provision of updates to the Software available during the term of the contract (Section C. 3)
> Technical support within Hexagon's regular hours of availability for the installation and use of the Software with respect to a version not older than 12 months at the time of the request (Section C. 4).
> Treatment of reproducible errors of the respective then-current version of the Software outside any warranty obligations of Hexagon (Section C. 5)

1.2 No further services are owed by Hexagon under the Maintenance Agreement. In particular, Hexagon is under no obligation to provide the following services under the Maintenance Agreement:

> Adaptation of the Software to a hardware or software environment changed by Customer without the consent of Hexagon or adaptation of the Software to a changed operating system
> Installation or commissioning of the Software or of updates, upgrades, or patches
> Treatment of errors which have been fixed by a new version of the Software or by an update, upgrade, or patch for the Software which has already been offered to Customer, but which has been rejected by Customer without legitimate reason
> Services for a software product with a release status that is generally no longer maintained by Hexagon
> Consulting services that go beyond technical support or error treatment
> Instruction or training of software users
> On-site services at Customer's premises
> Telephone hotline services outside the regular availability times

1.3 Hexagon shall provide the maintenance services upon the conclusion of the contract, but not before Customer has notified Hexagon of the operational use of the Software. In case of doubt, the notification shall be made by requesting the license file.

2. Maintenance account, system manager

2.1 Hexagon shall set up a web account on the Hexagon web server for Customer for the duration of the Maintenance Agreement, which the Customer can access via the Hexagon website ("**Maintenance Account**"). For this purpose, Customer shall name a system manager with administrative rights as contact person immediately after the conclusion of the contract and provide Hexagon with his/her e-mail address. The data will be stored in the Maintenance Account and used for communication within the contractual relationship, in particular for the notification of the availability of new software versions.

2.2 Customer shall inform Hexagon immediately of any changes in the person of the system manager.

2.3 Customer shall keep the access data to the Maintenance Account confidential and store it safely. Customer shall prevent third parties from obtaining knowledge of the access data.

3. Updates

3.1 Hexagon shall provide Customer with security updates, general error corrections, officially announced service packs and new releases of the Software (in each case individually and collectively "**Updates**"), and associated user documentation published during the term of the Maintenance Agreement. Updates are provided by download via the Maintenance Account. Available for download is the respective latest version of the Software. Customer will be notified electronically of the availability of an Update.

3.2 Hexagon strives for a continuous further development of the software, which is regularly made available through updates. However, there is no entitlement to further development of the software, a fortiori to extensive functional extensions or changes in the form of new modules or module extensions. If Hexagon offers new modules or module extensions, these can only be acquired on the basis of a separate agreement and against additional payment.

3.3 Updates may require a new version of the operating system used by Customer. Hexagon is not obligated to deliver or install new operating systems. The same applies with regard to any firmware or hardware required for the operation of the Software.

4. Technical support

4.1 Hexagon shall provide technical support in Chinese and in English language during the term of the Maintenance Agreement. Technical support is limited to assisting Customer with specific technical questions relating to the installation use of the Software and is only owed to a reasonable extent to users of the Software who have familiarized themselves with the Software either through training or otherwise. Customer shall inform Hexagon of the appropriate contact persons that are authorized to make support requests on behalf of the Customer immediately after the conclusion of the contract (so-called "**Key Users**"). Customer shall inform Hexagon of any changes in the person of any Key User immediately.

4.2 Hexagon is not obligated to respond to requests made by means of communication other than by telephone or e-mail. Insofar as Hexagon provides technical support in individual cases using other means of remote communication or in additional languages, this shall be done solely as a gesture of goodwill and at its own discretion and shall not constitute a claim for the future, even in the event of reiteration.

4.3 Hexagon provides the respective current contact details of the Support team on the Hexagon website https://volumegraphics.hexagon.com (or under its successor URL) under the heading Support.

4.4 In order to receive technical support, Customer must be authenticated as the holder of a Maintenance Agreement. Upon request, the Customer shall provide Hexagon with all information required by Hexagon for the purpose of authentication. In particular, this includes the license identification number (Lic-ID) assigned to Customer with respect to the Software.

5. Error handling

5.1 Hexagon undertakes to treat errors in the Software that materially affect the use of the Software or the business operations of Customer. An error within the meaning of these update/maintenance terms shall be deemed to exist if the Software, when used as intended in the intended system environment, does not exhibit the functionality of the Software as provided for in the license agreement and the user documentation. For errors of the Software that occur during the warranty period, the warranty provisions pursuant to Section D.5 of these Terms and Conditions shall apply exclusively.

5.2 Error handling shall include narrowing down the cause of the error, diagnosing the error, and remedying the error itself. The obligation to remedy errors only exists with regard to reproducible errors.

5.3 Customer's claim to error handling shall not exist if Customer or a third party has made changes to the Software, unless the Customer proves that the error is not caused by the changes.

5.4 Customer's error notification must be sent by e-mail to the respective current support e-mail address or via the support request form on the website. The message must contain a precise description of the error and list any error messages of the Software.

5.5 Hexagon shall decide on the time and manner of error handling at its reasonable discretion, taking into account the nature and severity of the error and the impact of the error on Customer's business operations.

Error handling may in particular be performed by the following remedial actions:

> The provision of new versions of the Software. These may be provided in form of so-called service packs or patches, which are to be installed in addition to the Software, or in form of full versions, which require a new installation of the Software (in each case individually and together "**Patches**"). Patches will be provided via the Maintenance Account.
> The remote maintenance via remote access to Customer's systems so that changes can be made to the software itself or to its settings.
> The identification of workarounds by means of which the error can be circumvented.

5.6 Hexagon does not guarantee that an error will be cured at all or within a certain period of time. Hexagon is not obligated to ensure a certain availability of the Software.

5.7 Customer shall provide reasonable assistance to Hexagon in error handling. Upon request, Customer shall provide all data and documents and give information on all information required by Hexagon for error analysis and error correction. This includes in particular error reports, logs, screenshots, test data as well as information on the system environment and the software license.

Furthermore, Customer shall grant Hexagon remote access to the software and access to its own systems if this appears necessary in the context of error analysis and error correction. For this purpose, Customer shall maintain the necessary hardware and system environment at its own expense and shall establish the necessary connection to the public data network.

If Customer fails to comply with these obligations to cooperate, Hexagon shall not be responsible for any delayed or unfeasible error handling.

5.8 If, in the course of processing an error notification, it turns out that the reported error does not actually exist, Hexagon is entitled to demand separate reimbursement for the resulting expenditure in accordance with the price list valid at the time the service was provided.

6. Right of use

6.1 Customer's right to use any Updates, Patches, or other data and information provided by Hexagon under the Maintenance Agreement, including associated user documentation and any dongles, shall conform with the right to use the Software to be maintained and shall be granted to the Customer subject to a condition precedent until full payment of the maintenance fee owed by Customer.

6.2 License files provided by Hexagon under the Maintenance Agreement may—without Customer having any claim thereto—be valid for several versions of the Software to facilitate the switch to a new version (at most, however, for versions of the current maintenance period as well as previous versions of the current and the preceding calendar year). Software versions replaced by Maintenance Services may no longer be used by Customer as soon as the respective current license file no longer supports their use; Section B.3.4 sentences 2 and 3 shall apply mutatis mutandis.

7. Term, termination, performance period

7.1 Unless otherwise agreed, the Maintenance Agreement shall become effective upon the unreserved acceptance of the maintenance agreement offer submitted by Hexagon and shall have a minimum term of 12 months, calculated from the first day of the month following the conclusion of the contract.

7.2 If the Maintenance Agreement was concluded with an Auto-Renewal Agreement, the Maintenance Agreement shall be renewed after expiry of the minimum term for a further 12 months in each case, unless it is terminated by either party with three (3) months' notice to the end of a contractual year—for the first time to the end of the minimum term. If the Maintenance Agreement has a fixed term, the Maintenance Agreement ends with the expiry of the agreed term.

7.3 The right to extraordinary termination for material cause as well as the rights of termination according to sections D.2.2 and C.9.1 shall remain unaffected. A material cause shall be deemed to exist in particular if (i) Customer does not pay fees due—whether license fees or maintenance fees—within a reasonable grace period set by Hexagon, (ii) Customer seriously and finally refuses to pay these fees, or (iii) Customer or an Authorized User culpably despite a warning and setting of a deadline for remedial action by Hexagon violates the rights of Hexagon, in particular if Customer or an Authorized User uses the software beyond the extent permitted or violates the confidentiality obligations pursuant to section D.3.4 and D.3.5.

7.4 Any notice of termination must be sent by mail or by e-mail.

7.5 If Customer has lawfully acquired several licenses for the Software and has concluded a Maintenance Agreement for the Software under these licenses, Customer may only terminate the maintenance uniformly for the Software as a whole. The termination of the maintenance of the Software for one of the licenses only is not possible.

7.6 Maintenance Agreements that are not concluded at the time the license for the Software to be maintained has been purchased or that are not concluded before the expiry of a currently existing maintenance agreement for its immediate follow-up period shall enter into force retroactively to the invoice date of the software license purchased by Customer or to the day following the end of the term of the last maintenance agreement, as applicable. In this context, the date of conclusion of the contract in section C.7.1 shall be replaced by the effective date; otherwise, sections C.7.1 to C.7.4 shall remain unaffected.

If the maintenance-free period of a license is four (4) months or longer, the retroactive conclusion of a maintenance agreement pursuant to sentences 1 and 2 of this section C.7.6 shall not be considered if a new release version of the Software has been published in the meantime. In this case, an Upgrade of the Software to the latest release version is required before Customer is able to conclude a maintenance agreement for the Software.

7.7 Maintenance services can only be claimed by Customer during the term of the Maintenance Agreement. Hexagon is therefore only obligated to process error messages and technical enquiries from Customer if they are received by Hexagon support within the term of the Maintenance Agreement. Likewise, Customer can only obtain Updates and Patches during the term of the Maintenance Agreement. If Customer has not downloaded the provided software versions during the term of the Maintenance Agreement or has not applied for the associated license key during this period, Hexagon shall not be obligated to provide the relevant software version and/or the associated license key.

8. Remuneration

Customer shall pay a maintenance fee for the maintenance services pursuant to Part C.) of these Terms and Conditions. The maintenance fee is a flat fee (i) that takes into account the fact that Customer is entitled to have defects remedied free of charge during the contractual warranty period, and (ii) that covers all maintenance services, irrespective of whether and how often Customer makes use of them. It will be invoiced in advance for one contractual year at a time.

9. Product discontinuation

9.1 Hexagon is entitled to discontinue software products in whole or in part and to discontinue their technical support within the framework of its general product policy. If Hexagon discontinues the distribution of individual modules of the software to be maintained or the distribution of the software to be maintained in its specific configuration as a whole, Hexagon shall be entitled to terminate the Maintenance Agreement prematurely with three (3) months' notice to the end of the month for which the end of distribution of the software product concerned was announced.

If Customer has already paid the maintenance fee for the entire contract year in advance, Customer will be reimbursed by Hexagon on a pro rata basis for the remaining maintenance period of the prematurely terminated contract year.

9.2 Insignificant changes to the Software or individual modules of the Software, in particular the addition, restriction or discontinuation of individual functions, are not covered by Section C.9.1. The existence of the Maintenance Agreement shall remain unaffected by this.

10. Changes to the scope of licenses and maintenance

10.1 Section B.7.1 of the License Terms shall apply to a License Purchase; Section B.7.2 to a License Extension. For the termination of maintenance in the event that the Customer has several licenses under maintenance, Section C.7.5 of these Maintenance Conditions applies. The maintenance of only a part of the licenses purchased by Customer for software products for which Hexagon offers maintenance services generally on the market is not possible.

10.2 If Customer does not acquire additional licenses or a license extension for the software that is subject to the Maintenance Agreement directly from Hexagon but from a company that is affiliated with Hexagon under company law, from an authorized sales partner or from any other third party, Customer must notify Hexagon thereof immediately.

11. Hexagon as subcontractor

11.1 If Customer enters into an update/service agreement in respect of the Software with an authorized distributor of Hexagon or any other third party, the respective contractual partner of Customer shall be solely responsible for the maintenance. Insofar as the contractual partner does not provide maintenance services (such as technical support) in whole or in part itself but uses Hexagon or another company of the Hexagon Group locally responsible for Customer (hereinafter each individually referred to as "**GHexagon Company**" and collectively referred to as the "**Hexagon Companies**"), the respective Hexagon Company provides the maintenance services to Customer as a subcontractor of the respective contractual partner.

The Hexagon Companies are not responsible for the contractual promises of Customer's contractual partner. This applies in particular to maintenance services that the Hexagon Companies do not generally offer on the market themselves with regard to the Software. Within the scope of the maintenance services to be provided, the respective Hexagon Company shall not provide any services beyond those set forth in this Part C.) of these Terms and Conditions, in particular it shall not grant any rights of use to the software to be maintained beyond those set forth in Section C.6 of these Terms and Conditions.

11.2 A current overview of the companies of Hexagon Group responsible for the sale and support of VG software can be found on the Hexagon website at https://volumegraphics.hexagon.com under the heading Company/Contact.

D.) General Terms and Conditions for Licenses and Software Maintenance

1. Payment terms

1.1 Unless otherwise agreed, the fees payable under this agreement—whether license, maintenance, or other fees—are determined in accordance with Hexagon's price list valid at the time the agreement is concluded.

1.2 Unless expressly stated otherwise, fees and prices are net plus statutory value-added tax, if applicable. Any applicable customs duties, taxes, and other levies shall be paid additionally by Customer.

1.3 Unless otherwise agreed, payments are due immediately upon receipt of the invoice without deduction and are payable within 21 days. Invoices shall be issued by letter or electronically at the discretion of Hexagon.

1.4 Hexagon is not obligated to implement special invoicing procedures such as web invoicing procedures, e-invoicing procedures, and similar programs at the request of Customer. If Hexagon agrees to such specifications of Customer, Customer shall reimburse the administrative expenses for this special service for each invoice in the form of a flat-rate surcharge of 5% on the net invoice amount, up to a maximum of RMB 6,000 Yuan per invoice.

1.5 Payments must be made by bank transfer to Hexagon's bank account as shown on the invoice. Credit cards or any type of charge cards are not accepted. Any bank charges for transfers from abroad are to be borne by the Customer.

1.6 The statutory rules governing the consequences of default in payment shall apply. Statutory defenses according to the Civil Code of the PRC shall remain unaffected.

1.7 Offsetting shall only be permitted to Customer in respect of claims that are uncontested by Hexagon or have been asserted in a legally binding manner. Customer shall only be entitled to a right of retention within the respective contractual relationship.

2. Price adjustment

2.1 Hexagon is entitled to adjust the periodic fees to be paid—whether license fees within the scope of a license subscription, maintenance fees within the scope of a maintenance agreement with auto-renewal agreement, or any other periodic fees to be paid—towards the end of a license period or contract year for the subsequent contractual period at its reasonable discretion to the development of the factors relevant for the price calculation. Adjustments shall be made in particular to changed wage or material costs—e.g., costs for the procurement of hardware and software, costs for the use of communication networks, or energy costs—or to changed economic or legal framework conditions; price increases customary in the industry shall also be taken into account. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any declining costs in other areas.

2.2 Hexagon will inform Customer in text form of price adjustments at least six (6) weeks before they come into effect. The adjusted prices shall apply to license periods or maintenance agreement years that commence with or after entry into force of a price adjustment. A price increase shall be deemed to have been agreed if Customer does not terminate the license subscription or the maintenance agreement within a period of 30 days from receipt of the notification towards the end of the current license period or contract year. Customer will be separately informed thereof again in the notification.

3. Special obligations of Customer, confidentiality, liability of Customer, contractual penalty

3.1 Customer shall protect itself adequately against data loss and shall back up the entire data stock at intervals appropriate to the application, but at least once a day, to ensure that the data can be restored with reasonable effort.

3.2 Customer shall, to the extent reasonable, observe the instructions given by Hexagon for the installation of the Software or in the context of error correction measures, software upgrades, or maintenance services when using the Software.

3.3 Customer must, to the extent reasonable, install the Software in a separate test environment prior to its productive use and test it for functionality and usability for the purposes intended by Customer, to reduce the risk of data loss or operational disruptions. This shall also apply to software versions which are provided within the scope of subsequent performance, error handling within the scope of the maintenance contract, or an update, upgrade, or patch, regardless of whether these are owed by Hexagon or provided as a gesture of goodwill.

3.4 Customer shall treat all confidential information of Hexagon or a company affiliated with Hexagon that Customer obtains knowledge of in connection with the performance of the agreements made between Hexagon and Customer as confidential during the entire period of use of the Software and after discontinuation of its use, shall not make it accessible to any third party, and shall use it exclusively for the purpose of using the Software in accordance with the agreements.

This shall apply in particular to all confidential information about the Software, about methods and procedures used to create it, to documents and data carriers pertaining to the Software, their contents and associated correspondence as well as to all information obtained from a decompilation permitted by law.

Exempt from this obligation is information that can be proven (i) to have been lawfully known to Customer without any obligation to confidentiality or restriction of use prior to notification by Hexagon, (ii) to have become known to Customer at a later date from a third party without any obligation to confidentiality or restriction of use, without violation of any confidentiality agreement, legal requirement, or governmental order, (iii) to have already become public knowledge or generally accessible prior to being disclosed by Hexagon, or (iv) to have become public knowledge or generally accessible at a later date without this being due to a breach of this confidentiality obligation by Customer or its Authorized Users.

Customer shall oblige the Authorized Users to maintain confidentiality accordingly—even beyond the duration of existing employee or other cooperation agreements, unless they are already obligated thereto by law or otherwise on a contractual basis.

3.5 Customer shall take the necessary precautions to prevent unauthorized access or access by third parties to the Software and the confidential Information as defined in Section D.3.4.

3.6 Customer shall ensure and be liable that Authorized Users comply with the provisions of the License Agreement and/or the Maintenance Agreement and these Terms and Conditions.

3.7 Customer shall be liable to Hexagon for all damages resulting from the violation of its obligations from the License Agreement or the Maintenance Agreement or these Terms and Conditions and shall indemnify Hexagon against all claims of third parties arising therefrom, irrespective of the legal grounds.

3.8 If Customer or an Authorized User exceeds the restrictions imposed when using the Software, Customer shall pay a contractual penalty for each case of infringement to be determined by Hexagon at its reasonable discretion and, in the event of a dispute, to be reviewed by a tribunal of competent jurisdiction. The assertion of further claims and rights, in particular for damages, injunctive relief, or rescission shall remain unaffected by this. The contractual penalty shall be credited to any compensation for damages that has to be paid.

4 Time of performance, place of performance

4.1 Insofar as deliveries and/or services of Hexagon require regulatory approval, in particular an export license according to the export regulations of the People's Republic of China, respective agreements with Customer shall

only be concluded subject to a condition precedent of the granting of the regulatory approval. Customer shall provide all declarations and evidence required for the regulatory approval, in particular end-use declarations and/or import certificates. Customer shall be responsible for obtaining any import license that may be required.

4.2 Information provided by Hexagon regarding delivery and performance dates shall not be binding, unless Hexagon has designated them as binding in writing.

4.3 Delivery and performance periods shall be extended by the period of time in which Customer is in default of payment or fails to cooperate as necessary for the performance of the contract in a manner contrary to the terms of the contract—in particular the acts of cooperation pursuant to section C.5.7. In the event that Hexagon is prevented from performing the contract due to circumstances for whichHexagon is not responsible, the performance period shall be extended to a reasonable start-up period after the obstacle has ceased to exist.

4.4 Reminders and any setting of deadlines shall be sent in writing, by fax or by e-mail.

4.5 The place of performance is the registered office of Hexagon.

5. Warranty

5.1 Hexagon warrants that the Software as well as versions and other components of the Software provided under a Maintenance Agreement (if any), when used in accordance with the contractual provisions, are free from defects at the time of the transfer of risk, that void or substantially reduce their value or their fitness for use as provided for in the relevant agreements made. This includes in particular, that their contractual use does not infringe any rights of third parties. There are no further warranties or guarantees. In particular, Hexagon does not promise (i) any possibility of use or application in connection with other products, in particular software and hardware products, or (ii) the unrestricted operability of the Software in the event of changes in Customer's hardware or software environment, in particular not to changes in Customer's operating system. Such investments by Customer shall be made solely at Customer's risk.

5.2 Customer must inspect the Software as well as versions and other components of the Software provided under Maintenance Agreement immediately after delivery, to the extent this is feasible in the proper course of business, and, if a defect becomes apparent, must immediately report the defect in writing, by fax or e-mail, including a brief description of the defect. If Customer fails to report a defect, the Software or respective maintenance service shall be deemed to have been approved, unless the defect was not identifiable during the inspection. If such a defect becomes apparent later on, the defect must be reported immediately after discovery; otherwise, the software or maintenance service shall also be deemed approved in view of this defect.

5.3 Material defects shall be remedied by Hexagon within a reasonable period of time after written notification, at Hexagon's option, either by rectification or subsequent delivery. If Hexagon's inspection does not reveal any defects that have been reported, or if a reported defect is due to faulty operation or malfunctions for which Hexagon is not responsible, the costs of the inspection or the additional costs thus incurred shall be borne by Customer.

5.4 In the event of defects in title, Hexagon warrants that it will provide the Customer with a legally flawless way to use the Software or equivalent software. Customer shall inform Hexagon immediately in writing if third parties assert property rights to the Software against Customer.

5.5 Withdrawal, reduction, or the assertion of damages in lieu of performance shall only be possible if Customer has specifically objected to the defect within the scope of its possibilities and Hexagon has either allowed a reasonable period for subsequent performance set for it by Customer to fruitlessly expire or the subsequent performance has failed. Subsequent performance shall only be deemed to have failed after two unsuccessful attempts. The declaration of withdrawal or reduction as well as the assertion of damages in lieu of performance must be made in writing.

5.6 If the Software is extended or modified by Customer or by third parties, the warranty shall expire unless Customer can prove that the respective modification or extension is not the cause or contributory cause of the defect. No warranty shall be assumed for errors, malfunctions, or damage resulting from improper operation, use of unsuitable equipment/supplies, or unusual operating conditions.

5.7 The warranty period (liability for defects) shall be one year. The limitation to one year shall not apply if the law of the People's Republic of China prescribes longer periods as well as in cases of injury to life, body, or health, in case of an intentional or grossly negligent breach of duty by Hexagon, or by a legal representative or vicarious agent of Hexagon, and in case of fraudulent concealment of a defect. The period shall commence in the case the Software is provided on a data carrier at the time of delivery; in the case the Software is made available by download upon receipt of the notification of the access data to the web account or upon receipt of the notification of the availability of Updates or Patches in the Maintenance Account. The statutory provisions on the obligation to give notice of defects as well as on suspension of expiry, suspension, and recommencement of periods shall remain unaffected.

6. Liability

6.1 Hexagon shall be liable, irrespective of the legal grounds (for example, contractual obligations, material defects and defects of title, breach of duty, and tort),

(a) insofar as a specific delivery or performance date was expressly agreed by the parties as binding, for damages caused by delay in accordance with the statutory provisions;

(b) insofar as Hexagon has given a contractual warranty, to the extent of the conditions stated in the warranty;

(c) insofar as Hexagon has fraudulently concealed a defect, for the damages caused thereby in accordance with the statutory provisions;

(d) for damages due to intentional or grossly negligent breach of duty, for damages resulting from at least negligent injury to life, body, or health of a person, for claims under the Chinese Product Quality Law, and for data protection violations, in each case in accordance with the relevant statutory provisions;

(e) for damages arising from the slightly negligent breach of a material contractual obligation, i.e., an obligation the performance of which is essential for the proper execution of the contract and on the performance of which Customer regularly relies and is entitled to rely on, in accordance with the statutory provisions. Such liability, however, shall not include indirect damages, consequential damages, damages due to futile expenses for other products or loss of profit and shall be limited in amount to the extent of damages foreseeable at the time of the conclusion of the contract and typical for this type of contract; but not exceeding the amount of the license fee paid.

6.2 Apart from that, any liability of Hexagon shall be excluded.

6.3 Hexagon shall be entitled to invoke the objection of contributory negligence. In the event of loss of data, Hexagon shall only be liable for the damage that would have occurred even if data had been properly backed up.

6.4 To the extent to which liability is excluded or limited in accordance with this section D.6, this shall also apply to the personal liability of Hexagon's employees, representatives, and vicarious agents.

6.5 Liability claims under this section D.6 shall become time-barred in accordance with the statutory provisions.

7. Audit

Hexagon has a legitimate interest in preventing software piracy and is therefore entitled to verify the proper use of the Software, in particular whether the Customer is using the Software qualitatively and quantitatively within the scope of the software licenses Customer has acquired ("**Audit**"). In the case of VGinLINE dongle licenses, this also includes checking whether Customer's VGinLINE Installation in use matches with the specific VGinLINE Installation for which the VGinLINE Dongle License was originally acquired. To this end, Customer shall provide Hexagon with information, allow inspection of relevant documents and records, and permit an Audit of the hardware and software environment in use. Hexagon may carry out the Audit on-site on the premises of Customer during Customer's usual business hours or have it carried out by third parties bound to secrecy. Hexagon will ensure that the business operations are disrupted as little as possible by the on-site activity.
Each party shall bear the costs of an Audit incurred by it. This shall not affect any claims of Hexagon due to a violation of the restrictions of use of a software license by Customer, which is determined in the course of such an Audit.

8. Feedback

If Customer or an Authorized User of Customer provides Hexagon with recommendations or suggestions to Hexagon concerning the Software or its documentation, for example, suggestions for improvement with respect to existing modules or individual functions or ideas and suggestions for future developments of the Software, which may also include suggestions with respect to possible synergy effects to be achieved with other products and services of other companies of the Hexagon Group ("**Feedback**"), Hexagon as well as the companies of the Hexagon Group associated with it under company law may use such Feedback. By submitting the Feedback, Customer and/or its Authorized Users irrevocably grant Hexagon a non-exclusive, royalty-free, sub-licensable, and transferable right that is unrestricted in time, place, and subject matter to use such Feedback. However, Hexagon is under no obligation to use any Feedback.

9. Export provisions

9.1 Customer represent and warrants (i) that Customer is not located or domiciled in any country to which an export of the Software or of the Maintenance Services to be rendered by Hexagon is generally prohibited under the applicable laws in respect of economic and trade sanctions or the applicable export control laws and regulations, including but not limited to the relevant laws of the People's Republic of China, the Federal Republic of Germany, the European Union, the United Kingdom or the United States of America (hereinafter collectively referred to as "**Export Regulations**") and (ii) that Hexagon is not prohibited from delivering the Software to Customer or from providing Maintenance Services to Customer under the Export Regulations or a sanction imposed on the basis thereof.

If, at a later point in time during an ongoing contractual relationship, an Export Regulation is issued or a sanction is imposed under the Export Regulations that prohibits Hexagon from delivering the Software to Customer or from providing Maintenance Services to Customer, Customer must inform Hexagon thereof immediately.

9.2 Hexagon shall not be obligated to fulfill contracts in violation of Export Regulations. If Hexagon determines that the delivery of the Software or the provision of Maintenance Services would violate Export Regulations, Hexagon shall be entitled to suspend such delivery and to end the contractual relationship with immediate effect.

9.3 Customer agrees not to ship, transfer, or export the Software to any country to which an export is prohibited under the Export Regulations or a sanction imposed under the Export Regulations. All rights of Customer to possess and use the Software shall terminate upon Customer's breach of this obligation.

9.4 Customer shall indemnify Hexagon upon first demand against all claims asserted by third parties, in particular authorities or organizations, against Hexagon or a company affiliated with Hexagon under company law due to a violation of the Export Regulations by Customer, due to an incorrect or incomplete statement by Customer relevant under export control law or in connection with an incorrect representation or a delayed or omitted notification by Customer and shall compensate Hexagon for all damages incurred by Hexagon or a company affiliated with Hexagon under company law in this connection.

10. Data protection

10.1 Hexagon shall comply with the data protection regulations, in particular if—for example, within the scope of the Maintenance Agreement—access is granted to Customer's business or hardware and software. Hexagon shall ensure that its vicarious agents also comply with these provisions, in particular commit them to data secrecy before commencing their activities. Hexagon does not intend to process or use personal data on behalf of Customer. A transfer of personal data may only take place in exceptional cases as a secondary consequence of the contractual performance of Hexagon. In the event that Customer grants Hexagon access to its data processing equipment and access to personal data by Hexagon cannot be excluded, Customer shall enter into a written agreement with Hexagon that meets the requirements of Article 21 of Personal Information Protection Law of the People's Republic of China (PIPL). Customer shall remain the controller within the meaning of Article 73 PIPL.

10.2 Information on the processing of personal data by Hexagon can be found on the Hexagon website at https://volumegraphics.hexagon.com/en/system/privacy-policy.html (or a successor URL). The privacy notice is

retrievable in its current version. Customer will be informed by e-mail of any significant changes to the data processing.

11. Transfer of the agreement

11.1 A transfer of the agreements made between Hexagon and Customer to a third party is in principle only permissible with the consent of the other contracting party.

11.2 In deviation from Section D.11.1, Hexagon is permitted to transfer agreements concluded with Customer to a company directly or indirectly affiliated with Hexagon in accordance with § 216 Company Law, be it a company controlled by Hexagon or a company controlling Hexagon, without any consent of Customer being required.

12. Adaptation of these Terms and Conditions

12.1 With regard to license subscriptions or Maintenance Agreements with an auto-renewal agreement, Hexagon is entitled to amend or supplement these Terms and Conditions at any time. Amendments and supplements to these Terms and Conditions are in particular necessary

> - to adapt the Terms and Conditions to the current legal situation, e.g., in the event of changes in the applicable laws and regulations or judicature or to comply with mandatory official or court decisions;
> - to define additionally offered services by means of a contractual provision in the Terms and Conditions, provided that this does not adversely change services regulated to date to the detriment of Customer;
> - to adapt the Terms and Conditions to technical advancements of the Software or to changes in the technical framework and internal processes, unless the contractual rights of Customer are not only insignificantly affected thereby.

12.2 Customer shall be notified of any amendments or supplements within the meaning of Section D.12.1 no later than six (6) weeks before they come into force by e-mail to the last known e-mail address of the person responsible for the system pursuant to Section C.5.1. The amended or supplemented Terms and Conditions shall become an integral part of the existing agreement between the parties and shall, upon entry into force, replace the Terms and Conditions applicable to the agreement up to that point in time.

13. Miscellaneous provisions

13.1 If any provision of these Terms and Conditions, a License Agreement or a Maintenance Agreement is invalid or unenforceable for any reason and in any jurisdiction, this shall not affect the validity of the remaining provisions. The failure of Hexagon to exercise or enforce any contractual right or provision shall not constitute a waiver of such right or provision.

13.2 These Terms and Conditions together with the License Agreement or the Maintenance Agreement, as applicable, constitute the final, exclusive, and comprehensive agreement with respect to the Software or the Maintenance Services for the Software and supersedes all prior and contemporaneous agreements between the parties with respect thereto.

13.3 In the event of any inconsistency between these Terms and Conditions and the terms of any License Agreement or Maintenance Agreement, the terms of the relevant License Agreement or Maintenance Agreement shall prevail over these Terms or Conditions.

13.4 Verbally agreed amendments or supplements to the agreements made between Hexagon and Customer including these Terms and Conditions are invalid. Agreements made in electronic form shall at least be provided with a simple electronic signature to prove their authenticity (e.g., using DocuSign or AdobeSign).

13.5 Hexagon is entitled to have all obligations fulfilled by third parties on behalf of Hexagon. In this case, Hexagon as contractual partner shall continue to guarantee the proper fulfilment of its contractual obligations towards Customer and Customer shall accept the performance rendered as the performance of Hexagon.

13.6 The agreements made between Hexagon and Customer including these Terms and Conditions shall be governed by the laws of the People's Republic of China to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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13.7 Any dispute arising from or in connection with the License Agreement or the Maintenance Agreement including these Terms and Conditions shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) in Beijing for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. Beijing shall be agreed as place of venue for any arbitration proceedings and the language to be used in the arbitral proceeding shall be English. The arbitral tribunal shall be composed of three arbitrators. The arbitration fee shall be borne by the losing Party; where it is otherwise provided in the arbitration award, the award shall prevail.

(Status: July 01, 2025)