

Suzhou SPEA Automated Testing Equipment Co. Software License Agreement

苏州斯贝亚自动检测设备有限公司 软件许可协议

This Agreement defines the license terms and conditions under which Suzhou SPEA Automated Testing Equipment Co., ("SPEA") grants user rights to selected software and the undersigned ("Customer") will use such selected software. These terms apply only to software owned or controlled by SPEA that is delivered to Customer by SPEA ("Software").

本协议约定了苏州斯贝亚自动检测有限公司（“斯贝亚”）授予用户特定软件使用权限所依据的许可条款；本协议后面签字方（“顾客”）将有权使用该特定软件。本协议只适用于由斯贝亚所有或者控制，且由斯贝亚交付给顾客的软件（“软件”）。

In consideration of the mutual covenants contained herein, the parties agree as follows:

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2. Customer's rights in Software and documentation are user's rights only, and all title and ownership rights in them remain with SPEA (or third party supplier to SPEA). Customer acknowledges that the Software and related documentation contain trade secret and proprietary information of SPEA, and agrees not to disclose it to any others, using the same degree of care as with its own materials of a similar nature, but in no event less than reasonable care. Customer shall not modify, decompile, disassemble or otherwise reverse engineer Software. Customer will not copy the Software or related documentation, except for archival or emergency backup purposes. Any such copy must contain the copyright or proprietary notice as furnished with the original. Customer agrees to allow SPEA to monitor compliance with these conditions in a manner that does not interfere with normal business operations. When additional licenses or license terms exist or are required for any third party material incorporated in or delivered with Software, the terms of that third party license will supersede any conflicting terms in this Agreement as it relates to the third party material.

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6. Except as expressly stated herein, terms governing provision of any specific item or items of Software including license fees and Software maintenance fees shall be the Standard SPEA Terms and Conditions, incorporated herein by reference, and associated SPEA invoices and other purchase documents at the time the order is received.

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9. Suzhou Industrial Park People's Court shall have exclusive jurisdiction over all disputes arising hereunder or in connection with the subject matter hereof.

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10. This agreement is made both in English and Chinese. In case there are any discrepancies between the two languages, the Chinese version shall prevail.

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