供应商登记表

GENERAL SERVICES AGREEMENT

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| 协议方：Parties: | “北京清醒异构科技有限公司”“The Wake Systems Co.Ltd” | “供应商”“Supplier” |
| 法定全称：Full Legal Name: | 北京清醒异构科技有限公司The Wake Systems Co.Ltd. |  |
| 商业实体类型：Business Entity Type: | 有限责任公司 Limited Liability Company, LLC |  |
| 设立地：Organized In: | 中国北京Beijing P. R. China |  |
| 营业执照号码：Business License No.: | 91110108MA01YY401P |  |
| 主营业地地址：Principal Business Address: | 北京市海淀区东升科技园北街6号院10号楼7层710No. 6 North Street, Dongsheng Science and Technology Park, Haidian District, Beijing, China, 7th Floor, Building 10, Room 710 |  |
| 通知地址：Address for Notices: | 请将一份法律通知副本送至如下地址：With a copy of legal notices to:北京市海淀区东升科技园北街6号院10号楼7层710No. 6 North Street, Dongsheng Science and Technology Park, Haidian District, Beijing, China, 7th Floor, Building 10, Room 710.100000 | 请将法律通知的一份副本送至如下地址：With a copy of legal notices to: |
|  |  |
|  | 收件人：行政部Attn： Administration Department |  |
|  | 收件人:金雨邮政信箱：hr.jin@thewakesystems.com Attn:hr.jin@thewakesystems.com |  |
|  |  |  |
| 生效日Effective Date: |  |
| 初始期限到期日Expiration Date of Initial Term： |  |
| 协议签订地 Place of Signing  | Beijing |

北京清醒异构科技有限公司和供应商在本协议中单独称为“**一方**”，合称“**双方**”。

The Wake Systems Co.Ltd and Supplier may be referred to in this Agreement individually as a “**Party**” or jointly as the “**Parties**”.

1. **定义Definitions**
2. “**验收标准**”指《工作说明》、订单或附件以及第5条（履约标准）所述标准规定的、与服务和/或应交付物相关的规范、时间、里程碑、期限和任何其他验收要求。

 “**Acceptance Criteria**” means the Specifications, times, milestones, deadlines and any other acceptance requirements relative to the Services and/or the Deliverables as set forth in a SOW, Order or exhibit, and the standards set forth in Section 5 (Performance Standards) below.

1. “**协议**”指本服务协议以及以引用形式并入本服务协议的所有文件。

**“Agreement”** means this General Services Agreement and all documents incorporated by reference.

1. “**受影响方**”指因任何不可抗力事件而延迟或未履行本协议项下义务的一方。

**“Affected Party”** means a Party who is delayed or fails to perform its obligations under this Agreement as a result of a Force Majeure Event.

1. “**关联公司**”，就任何一方而言，指直接或间接：(i) 拥有或控制该方；(ii)由该方拥有或控制；或(iii)与该方由相同主体拥有或控制的任何商业实体。

**“Affiliate”** means any business entity that directly or indirectly (i) owns or Controls; (ii) is owned or Controlled by; or (iii) is under common ownership or Control with a Party hereto.

1. “**营业中断**”指导致对于供应商提供应交付物和/或履行服务必要的供应商设施、系统、人员或其他业务运营中断的任何预期（比如申诉、职工抗议行动）或非预期事件，包括但不限于不可抗力事件。

**“Business Interruption”** means any event, whether anticipated (e.g., grievance, job action) or unanticipated, including, without limitation, a Force Majeure Event, that disrupts Supplier’s facilities, Supplier’s systems, Supplier Personnel, or other business operations necessary for Supplier’s supply of Deliverables and/or performance of Services under this Agreement.

1. “**保密信息**”指披露方在本协议有效期内披露给接收方的下列任何非公开信息（以下第8(b)条所述除外情形除外）：(a)标注为“机密”、“专有”或类似文字说明；(b)以任何其他形式披露，在披露时指明为机密；(c)通过披露方的任何网络或电子门户查阅；或(d)通过访问另一方的设施获悉；和/或(e)披露或提供的情形应当使接收方合理认识到该信息属于机密（不论是否标注）。

**“Confidential Information”** means any non-public information disclosed during the term of this Agreement by Discloser to Recipient, subject to the exclusions in Section 8(b) below, that is (a) marked “confidential” or “proprietary” or with a similar legend; (b) disclosed in any other manner and identified as confidential at the time of disclosure; (c) accessed through any web based or electronic portal of a Discloser; or (d) learned as a result of a visit to a Party’s facilities; and/or (e) is disclosed or provided under circumstances by which the Recipient should reasonably understand the information to be confidential (whether or not so marked).

1. “**控制**”**或**“**受控制**”指控制方直接或间接在被控制实体实益性持有在董事或类似管理机构的推选中拥有表决权的股票或其他股权总数的百分之五十（50%）以上，或通过其他方式拥有决定或使人决定被控制实体的总体经营管理的权力。任何实体仅在该控制权存续期间视为关联公司。

**“Control” or “Controlled”** means that the controlling party directly or indirectly has the beneficial ownership of more than fifty percent (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body, or otherwise has the power to direct or cause the direction of the general management of the controlled entity**.** An entity is an Affiliate only so long as such control exists.

1. “**数据保护法律**”指与个人数据的隐私、保密、安全性、完整性和保护存在任何关联的所有适用法律、规章、法规、指令和政府要求，包括但不限于不时经修订或替代的《中华人民共和国个人信息保护法》等相关法律法规、欧盟《通用数据保护条例》（欧盟第2016/679号条例，以下简称“**GDPR**”）、英国《2018年数据保护法》、经欧盟第2009/136/EC号指令修订的欧盟《电子隐私指令》（欧盟第2002/58/EC号指令）以及不时经修订的任何国家实施法案和《加利福尼亚州2018年消费者隐私保护法》（以下简称“**CCPA**”）。

**“Data Protection Laws”** means all applicable laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality, security, integrity and protection of Personal Data, including without limitation Personal Information Protection Law of the People's Republic of China and its relevant laws/regulations, the EU General Data Protection Regulation 2016/679 (the “**GDPR**”), the UK Data Protection Act 2018, the EU ePrivacy Directive 2002/58/EC as amended by Directive 2009/136/EC, as amended or superseded from time to time and any national implementing legislation and the California Consumer Privacy Act of 2018 (the “**CCPA**”), all as amended from time to time.

1. “**应交付物**”指本协议项下作为服务的一部分交付北京清醒异构科技有限公司的任何物项，包括但不限于供应商创作、开发、生产、交付、履行或以其他方式提供的货物、产品、作品、数据、物项、材料和任何财产。此外，在本协议中，工作成果和已有作品被视为应交付物。

**“Deliverable”** means anything delivered to The Wake Systems Co.Ltd under this Agreement as part of the Services, including but not limited to goods, products, work, data, items, materials, and any property created, developed, produced, delivered, performed or otherwise provided by Supplier to The Wake Systems Co.Ltd hereunder. In addition, Work Product and Pre-Existing Works are considered Deliverables for purposes of this Agreement.

1. “**披露方**”指本协议项下披露保密信息的一方或其关联公司。

**“Discloser”** means the Party or its Affiliates disclosing Confidential Information under this Agreement.

1. “**文件资料**”指供应商以电子或纸质形式提供给北京清醒异构科技有限公司、与服务和/或应交付物有关的供应商使用说明书、手册和指引。

**“Documentation”** means Supplier’s user manuals, handbooks, and guides relating to the Services and/or Deliverables, whether provided by Supplier to The Wake Systems Co.Ltd either electronically or in hard copy form.

1. “**生效日**”指前文规定的本协议生效日。

**“Effective Date”** means the effective date of the Agreement provided hereabove.

1. “**不可抗力事件**”指任何天灾、民事或军事当局的行动、公敌、战争、骚乱、事故、火灾、爆炸、电涌、地震、洪灾、干旱、异常恶劣天气、自然或人为灾难或事故、流行病、传染病、引发国际关注的突发公共卫生事件（根据世界卫生组织的定义确定）、罢工或劳资纠纷（不包括供应商的分包商）、政府法令和任何紧急状态、恐怖主义或恐怖主义威胁、国际或地区紧急状况或者任何一方无法控制、其性质使其无法预见和避免且并非因延迟或未履行义务的一方导致的其他类似原因。

**“Force Majeure Event”** means any acts of God, civil or military authority, the public enemy, war; riots; accidents; fires; explosions; power surges; earthquakes; floods; droughts; unusually severe weather; natural or man-made disaster or accident, epidemics; pandemics; public health emergency of international concern (as defined by the World Health Organization); strikes or labor disputes (excluding Supplier subcontractors); governmental edicts and any state of emergency, terrorism or threats of terrorism; national or regional emergency or other similar causes beyond either Party’s control and which by its nature could not have been foreseen, was unavoidable, and was not caused by the delayed or non-performing Party.

1. “**知识产权**”指任何专利、著作权、商标、商业秘密、数据库保护、其他知识产权法律或任何专有权利或者与世界任何地方的无形财产有关的类似权利或保护形式项下或与之相关的、世界范围内的任何及所有权利，不论是否备案或登记，不论目前存在或在今后产生。

**“Intellectual Property Rights”** means any or all rights in the world, whether or not filed or registered or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, other intellectual property rights laws or any other proprietary rights or equivalent rights or form of protection relating to intangible property anywhere in the world.

1. “**订单**”指北京清醒异构科技有限公司（或北京清醒异构科技有限公司的任何关联公司依照以下第2(b)条）发出的、与本协议有关的任何订购单。

**“Order”** means a purchase order issued by The Wake Systems Co.Ltd (or by an Affiliate of The Wake Systems Co.Ltd, in accordance with Section 2(b) below) in connection with this Agreement.

1. “**个人数据**”具有数据保护法律赋予的含义。

**“Personal Data”** has the meaning ascribed to it under the Data Protection Laws.

1. “**人员**”指全职、合同和/或临时员工、代理人和承包商。

“**Personnel**” means full-time, contract and/or temporary employees, agents and contractors.

1. “**已有作品**”指供应商拥有或获得第三方许可的、在所适用的《工作说明》或订单的生效日之前存在的任何技术和知识产权。

**“Pre-Existing Works”** means any Technology and any Intellectual Property Rights owned by Supplier or licensed by Supplier from third parties which exist prior to the effective date of the applicable SOW or Order.

1. “**接收方**”指本协议项下收到保密信息的一方或其关联公司。

**“Recipient”** means a Party or its Affiliates receiving Confidential Information under this Agreement.

1. “**服务**”指供应商在本协议、任何《工作说明》或相关订单项下提供的服务。

“**Services**” means the services provided by Supplier under this Agreement, a SOW and/or the relevant Order.

1. “**《工作说明》**”指供应商与北京清醒异构科技有限公司（或供应商与北京清醒异构科技有限公司的任何关联公司依照以下第2(b)条）一致以书面形式同意并提及本协议的一份或多份工作说明或类似文件。

**“SOW”** means one or more statements of work or similar documents mutually agreed by the Supplier and The Wake Systems Co.Ltd (or by Supplier and an Affiliate of The Wake Systems Co.Ltd, in accordance with Section 2(b) below) in writing and referencing this Agreement.

1. “**规范**”指相关订单和/或《工作说明》以及（如与上述文件相符并且不限制上述文件）文件资料规定的服务规范。

“**Specifications**” means the specifications for the Services set forth in the applicable Order and/or SOW and to the extent consistent with and not limiting of the foregoing, the Documentation.

1. “**支持**”指供应商在本协议项下提供的维护和支持服务。

“**Support**” means maintenance and support services provided by Supplier under this Agreement.

1. “**税款**”指任何中国政府、地方或其他政府机构针对因本协议引起的交易依法征收的增值税、商品及服务税、销售税、使用税和/或其他交易税。

**“Taxes”** means value added taxes, goods and services taxes, sales and use taxes, and/or other transactional taxes legally imposed by any GOC, local or other governmental authority upon the transactions arising out of this Agreement.

1. “**技术**”指科学、技术或艺术性质的任何及所有有形或无形产品、材料、数据、信息、技术或其他财产，不论采用口头、视觉或电子形式或记录在任何形式的媒介中，包括但不限于发明（不论是否在专利法律项下应受保护）、流程、技术、方法、示意图、图纸、模型、仪器、设备、机器、装置、集成电路、硬件、设计工具、软件、公式、算法、设计、设计文件、任何语言形式的源代码、文件、规格、计划、报告以及在知识产权项下应受保护的其他标的物，包括但不限于专有技术、构思、原创作品、新的或实用技术、组合、发展产物和发现。

**“Technology”** means any and all products, materials, data, information, technology or other property of a scientific, technical or artistic nature, whether tangible or intangible, whether oral, visual, electronic or recorded in any form of medium, including but not limited to inventions (whether or not protectable under patent laws), processes, techniques, methodologies, sketches, drawings, models, apparatus, equipment, machines, devices, integrated circuits, hardware, design tools, software, formulae, algorithms, designs, design files, source code (in any language), documentation, specifications, plans, reports, and other subject matter protectable under Intellectual Property Rights including but not limited to know-how, ideas, works of authorship, new or useful art, combinations, developments and discoveries.

1. “**工作成果**”指本协议项下提供给北京清醒异构科技有限公司、作为任何《工作说明》或订单规定的服务的一部分或通过服务构思、发现、创造、衍生、发明、付诸实施、设计、开发、制作或生成的所有有形和无形应交付物，包括但不限于属于或包含知识产权（包括但不限于任何软件，不论采用目标代码或源代码形式）或应受知识产权保护的应交付物，包括但不限于据此创造或开发的衍生作品或其任何变更。工作成果不包括供应商的已有作品或者不属于上述工作成果定义范围内的其他应交付物。

“**Work Product**” means all tangible and intangible Deliverables including without limitation those that are or contain or are protectable by Intellectual Property Rights, including without limitation, any software (whether in object or source code) which are provided to The Wake Systems Co.Ltd under this Agreement and that are conceived, discovered, created, derived, invented, reduced to practice, designed, developed, made or produced as part of, or as a result of, the Services, including, without limitation, derivative works created or developed therefrom, or changes thereto, identified in a SOW or Order. Work Product does not include Pre-Existing Works of the Supplier, or other Deliverables which do not otherwise fall in the definition of Work Product above.

1. 协议范围Scope of Agreement
	1. *范围Scope.*

 供应商应提供一份或多份《工作说明》中所描述的服务，或者，如果没有达成一致的《工作说明》，则在提及本协议的一份或多份订单中描述的服务。所有《工作说明》和订单（如适用）均以引用形式并入本协议。如果《工作说明》采用供应商报价、建议书或其创建的其他文件形式，该文件仅在下列范围内以引用形式并入本协议：(i)应履行的具体服务的范围和内容；(ii)应交付的任何应交付物；(iii) 履约里程碑/期限；以及(iv)与每项服务和应交付物相关的验收标准。北京清醒异构科技有限公司特此拒绝接受该文件中包含的所有其他条款和条件。本协议未使任何一方有义务签订任何《工作说明》，也未在双方之间订立任何排他性安排。

Supplier will provide the applicable Services described in one or more SOW, or absent an agreed SOW, as described in one or more Orders that reference this Agreement. Each SOW and Order (as applicable) is incorporated by reference herein. If the SOW is in the form of a Supplier quotation, proposal, or other document created by Supplier, then such document is incorporated by reference only to the extent that it describes (i) the scope and content of the specific Services to be performed; (ii) any Deliverables to be delivered; (iii) milestones/deadlines governing performance; and (iv) Acceptance Criteria associated with each Service and Deliverable; and all other terms and conditions included in such document are hereby rejected by The Wake Systems Co.Ltd. This Agreement does not obligate either Party to enter into any SOW and does not create an exclusive arrangement between the Parties.

* 1. *北京清醒异构科技有限公司关联公司The Wake Systems Co.Ltd Affiliates.*

 北京清醒异构科技有限公司的关联公司也可以依照本协议的条款，向供应商发出订单或与供应商商定《工作说明》。如果供应商接受北京清醒异构科技有限公司的任何关联公司的任何订单或《工作说明》，则供应商将仅期待该关联公司履行北京清醒异构科技有限公司在该订单或《工作说明》项下的任何及所有义务 。在解释适用于该订单或《工作说明》的本协议时，本协议中的“北京清醒异构科技有限公司”视为指发出该订单或签署该《工作说明》的北京清醒异构科技有限公司关联公司。

Affiliates of The Wake Systems Co.Ltd may also issue Orders or agree to SOWs with Supplier pursuant to the terms of this Agreement. If Supplier accepts an Order or SOW from an The Wake Systems Co.Ltd Affiliate, Supplier will look only to such Affiliate for the fulfillment of any and all obligations of The Wake Systems Co.Ltd under that Order or SOW and the term “The Wake Systems Co.Ltd” as used in this Agreement will be deemed to mean the The Wake Systems Co.Ltd Affiliate that issued such Order or signed such SOW for purposes of construing this Agreement as applied to such Order or SOW.

1. 有效期和终止Term & Termination
	1. *协议有效期Term of Agreement.*

 本协议自前文所述生效日起生效，有效期至前文所述初始期限到期日结束，**每次**到时自动延长十二（12）个月，除非任何一方在初始期限或当时的延长期（视情况而定）的到期日至少六十（60）日前向另一方发出书面终止通知，终止本协议；但是，如果供应商终止本协议，不得影响供应商当时尚未履行的义务，包括但不限于提供任何《工作说明》或订单项下要求的任何应交付物的义务，该等《工作说明》、订单和本协议对于尚未履行的义务依然有效，直至供应商已履行所有尚未履行的义务或者北京清醒异构科技有限公司终止本协议、《工作说明》和/或订单为止。

This Agreement will become operative on the Effective Date stated above and will remain in full force and effect until the Expiration Date of Initial Term stated above, at which time it will automatically renew for successive twelve (12)-month periods unless and until terminated by either Party by providing a written termination notice to the other Party at least sixty (60) days prior to the Expiration Date of the Initial Term or then-current renewal term (as the case may be); provided, that Supplier’s termination of the Agreement shall have no effect on Supplier’s then remaining obligations including but not limited to the obligation to provide any Deliverables required under any SOW or Order and such SOW, Order and this Agreement shall remain in effect with respect to such remaining obligations until such time as Supplier has performed all outstanding obligations, or The Wake Systems Co.Ltd has terminated the Agreement, SOW and/or Order.

* 1. *因故终止Termination for Cause.*

 任何一方严重违反本协议且未在收到书面违约通知后的三十（30）日内纠正该违约行为，另一方可以终止本协议或受影响的相关《工作说明》或订单。此外，如果任何一方：(i)被裁定或变得资不抵债；(ii)提起或被提起破产或资不抵债法律项下的任何程序，或任何重组、接管、解散或清算程序；(iii)为债权人的利益进行转让或与债权人达成任何偿债安排；或(iv)停业或通过要求停业的决议，另一方可以在提前二十四（24）小时发出书面通知后，因故终止本协议。

If either Party commits a material breach of this Agreement, the other Party may terminate this Agreement, or the affected SOW or Order, if the breaching Party fails to cure the breach within thirty (30) days of receiving written notice of breach. Additionally, should either Party: (i) be adjudged or become insolvent; (ii) have any proceedings instituted by or against it in bankruptcy, under insolvency laws, or for the Party's reorganization, receivership, dissolution, or liquidation; (iii) make an assignment for the benefit of creditors or any general arrangement with creditors; or (iv) discontinue business or adopt a resolution calling for same; the other Party may terminate this Agreement for cause upon twenty-four (24) hours written notice.

* 1. *任意终止Termination for Convenience.*

 除非相关《工作说明》另有约定，北京清醒异构科技有限公司可以在任何时候提前十五（15）日向供应商发出书面通知，全部或部分终止本协议或任何《工作说明》，或者取消任何订单。此外，北京清醒异构科技有限公司拥有本协议其他部分规定的任何终止权。

Except as otherwise agreed to the contrary in the applicable SOW, The Wake Systems Co.Ltd may terminate this Agreement or any SOW – in whole or in part – or cancel any Order, at any time without cause by providing at least fifteen (15) days’ prior written notice to Supplier. The Wake Systems Co.Ltd also has any rights of termination stated elsewhere in this Agreement.

* 1. *终止的效力Effect of Termination.*

除法律或本协议项下提供给北京清醒异构科技有限公司的任何其他救济外，如果北京清醒异构科技有限公司因故或任意终止本协议，供应商应及时偿付北京清醒异构科技有限公司预付的任何及所有费用。此外，北京清醒异构科技有限公司应被免除终止生效日之后因任何原因产生的任何支付义务。

In addition to any other remedies available to The Wake Systems Co.Ltd at law or under this Agreement, where The Wake Systems Co.Ltd terminates this Agreement, whether for cause or for convenience, Supplier shall promptly reimburse The Wake Systems Co.Ltd for any and all prepaid fees. Additionally, The Wake Systems Co.Ltd shall be relieved of any payment obligations otherwise accruing after the effective date of termination.

1. 报酬Compensation
	1. *费用Fees.*

 服务费应在相关《工作说明》、本协议的附件或（如未在附件或《工作说明》中约定）订单中约定。除非相关《工作说明》、附件或订单另有约定，所有服务费应以人民币计价和结算。除非相关《工作说明》、附件或订单另有明确规定，供应商无权获得与服务的履行相关的任何其他形式的款项、报酬或补偿。

Fees for Services will be as stated in the applicable SOW, in an exhibit to this Agreement, or as stated in the Order (if not stated in an exhibit or SOW). All fees for Services will be priced and settled in Renminbi unless otherwise agreed in the applicable SOW, exhibit or Order. Except as specifically provided in the applicable SOW, exhibit or Order, Supplier will not be entitled to any other form of payment, compensation or reimbursement related to the performance of the Services.

* 1. *支付条款Payment Terms.*

 除非相关《工作说明》或订单另有约定，无异议账单应在下列时间的孰晚者之后的会计期间结束后的六十（60）日内支付：(i)北京清醒异构科技有限公司收到指明北京清醒异构科技有限公司订单号的供应商明细账单；或(ii)北京清醒异构科技有限公司以书面形式接受服务。供应商应及时就其履行的服务向北京清醒异构科技有限公司开具账单。除非相关《工作说明》或订单另有约定，如果供应商未在履行任何服务所在自然月结束后的六（6）个月内向北京清醒异构科技有限公司开具服务账单，视为北京清醒异构科技有限公司已全额支付与该服务相关的任何及所有费用和其他报酬，无需为该服务承担任何进一步的义务或责任。

Unless otherwise agreed in the applicable SOW or Order, payment of undisputed invoices will be due and payable sixty (60) days from the end of the accounting period following the later of The Wake Systems Co.Ltd’s (i) receipt of Supplier's itemized invoice specifying The Wake Systems Co.Ltd’s Order number, or (ii) written acceptance of the Services. Detailed invoicing and payment information is available at [https://www.The Wake Systems Co.Ltd.com/en/corporate/procurement](https://www.amd.com/en/corporate/procurement). Supplier must promptly invoice The Wake Systems Co.Ltd for Services performed. Unless otherwise agreed in the applicable SOW or Order, to the extent that Supplier has not invoiced The Wake Systems Co.Ltd for Services within six (6) months of the end of the calendar month during which the Services were performed, The Wake Systems Co.Ltd will be deemed to have paid in full any and all fees and other compensation applicable to such Services, and The Wake Systems Co.Ltd will have no further obligations or liability related to such Services.

* 1. *税款Taxes.*

i. 除非相关《工作说明》另有约定，《工作说明》中的价格和/或报价表已依照适用法律包含税款。北京清醒异构科技有限公司和供应商应自行承担和缴纳根据其收入计量的中国政府和地方税款，以及基于其存续或开展业务的一般性权利征收的特许权税。

Unless otherwise agreed in the applicable SOW, the prices or/and quotations list in SOW are taxes included, in compliance with applicable laws. The Wake Systems Co.Ltd and Supplier shall bear and pay their own **GOC** and local taxes based upon or measured by its income, and franchise taxes based upon its existence or its general right to transact business.

ii. 不论本协议是否有任何其他相悖的规定，如果任何账单项下的任何应付款项依照任何外国或国内税收管辖区的法律，需要扣缴任何税款，包括企业所得税和增值税，除非相关《工作说明》另有约定，北京清醒异构科技有限公司应向供应商支付账单金额扣除扣缴税所得款项，并向相关税务机构报告该扣缴税。在本协议中，向供应商支付净额和向相关税务机构缴纳扣缴税构成全额清偿账单项下的应付款项。供应商提出书面要求时，北京清醒异构科技有限公司应提供对于确认已向相关税务机构缴纳扣缴税合理需要的任何证明材料，费用由北京清醒异构科技有限公司承担。

Notwithstanding any provision of this Agreement to the contrary, if any payment to be made in respect of any invoice is subject, under the law of any foreign or domestic tax jurisdiction, to any withholding tax, including withholding CIT and withholding VAT, unless otherwise agreed in the applicable SOW, The Wake Systems Co.Ltd shall make payment to Supplier of the amount owing on the invoice, less a deduction for the withholding tax, and shall account to the relevant tax authority for the withheld tax. Payments of the net sum to Supplier and the withholding tax to the relevant tax authority shall constitute, for purposes of this Agreement, full settlement of the amount owing under the invoice. The Wake Systems Co.Ltd will, upon written request from Supplier and at The Wake Systems Co.Ltd’s expense, furnish any necessary evidence that may reasonably be required to establish the payment of the withholding tax to the relevant tax authority.

iii. 供应商应自行负责缴纳法律或集体谈判劳动合同现在或将来规定或者与履行本协议项下义务的人员相关的任何及所有税款、社会保障或社会保险、医疗保险、失业保险、退休金、工伤保险或工伤赔偿金、人寿保险、养老金、年金或类似福利的供款以及承担与雇用相关的任何其他费用、义务和责任。

Supplier is exclusively liable for the payment of any and all taxes and contributions for social security or social insurance, health insurance, unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities, and similar benefits, and any other employment related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements, or otherwise with respect to persons performing under this Agreement.

 iv. 鉴于政府税务机构检查企业账簿和记录的法定权利，任何一方可以允许政府机构查阅本协议（只能阅读），前提是该机构承担法定保密义务。除非法律另有要求，该政府机构不得保留本协议的复印件。

In view of the statutory right of a government tax agency to inspect the books and records of a business, either party may grant a government agency access to this Agreement (read only) provided that the agency has a statutory duty of confidentiality. Unless otherwise required by law, the government agency shall not retain a copy of this Agreement.

1. 履约标准Performance Standards
	1. *一般条款General.*

 供应商必须严格依照验收标准开始和完成所有服务。除非相关《工作说明》或订单另有约定，供应商应提供对于全面和恰当履行服务必要的所有人工、材料、工具、设备和监督，并承担其及其人员因履行本协议发生的所有费用。

Supplier must commence and complete all Services in strict accordance with the Acceptance Criteria. Unless otherwise agreed in the applicable SOW or Order, Supplier will furnish all labor, materials, tools, equipment, and supervision necessary to fully and properly perform the Services and Supplier shall be liable for all expenses incurred by Supplier and its Personnel in connection with performing under this Agreement.

* 1. *服务的接受Acceptance of Services*.

除非任何《工作说明》另有约定，北京清醒异构科技有限公司可以自主决定拒绝接受不符合验收标准的任何或所有服务和/或任何应交付物。如果收到不合格的服务和/或应交付物，北京清醒异构科技有限公司应在三十（30）日内通知供应商，并以合理的详细度说明拒收的理由。除非被北京清醒异构科技有限公司拒收，在上述三十（30）日期间结束后，视为北京清醒异构科技有限公司已接受服务和应交付物，但是不影响本协议其他部分规定的任何适用保证。对于被拒收的服务和/或应交付物，供应商应在收到北京清醒异构科技有限公司的拒收通知后的十五（15）日内，将不合格的服务和/或应交付物修改或更换为合格的同等服务和/或应交付物，或者，如果不可行，根据北京清醒异构科技有限公司的自主选择，供应商(i)将更正不合格品的书面计划（包括时间表）提交北京清醒异构科技有限公司书面批准，并待北京清醒异构科技有限公司批准后按照该书面计划履行；或(ii)退还相关《工作说明》项下已付或应付的所有费用。

Except to the extent otherwise agreed in a SOW, The Wake Systems Co.Ltd may, in The Wake Systems Co.Ltd’s sole discretion, reject any part or all of the Services and/or any Deliverables not conforming to the Acceptance Criteria. The Wake Systems Co.Ltd will notify Supplier within thirty (30) days of receipt of such non-conforming Services and/or Deliverables, in reasonable detail, the reason for the rejection. Unless rejected by The Wake Systems Co.Ltd, The Wake Systems Co.Ltd will be deemed to have accepted the Services and Deliverables upon expiration of the thirty (30) day period, subject to any applicable warranties contained elsewhere in this Agreement. Upon rejection of the Services and/or Deliverables, Supplier shall either modify or replace the nonconforming Services and/or Deliverables with equivalent conforming Services and/or Deliverables within fifteen (15) days of The Wake Systems Co.Ltd's rejection notice, or if it is impracticable to do so, at the sole discretion of The Wake Systems Co.Ltd, (i) submit, for written approval by The Wake Systems Co.Ltd, a written plan to correct the nonconformance, including a schedule therefor and completely perform the work pursuant to the written plan upon The Wake Systems Co.Ltd's approval, or (ii) refund all fees paid or payable under the applicable SOW.

* 1. *服务保证Service Warranty.*

 供应商声明、保证和承诺如下：

Supplier represents, warrants and covenants the following:

* + 1. 供应商提供给北京清醒异构科技有限公司的、与供应商的资质、资格、利益冲突和经营状态有关的所有信息和材料在本协议的协商、签署和履行期间始终真实和有效；

All information and materials related to Supplier’s qualification, capacity, conflict of interests and operation status provided from Supplier to The Wake Systems Co.Ltd are [authentic](file:///C%3A/Program%20Files%20%28x86%29/Dict/7.5.2.0/resultui/dict/?keyword=authentic)[and](file:///C%3A/Program%20Files%20%28x86%29/Dict/7.5.2.0/resultui/dict/?keyword=and)[effective](file:///C%3A/Program%20Files%20%28x86%29/Dict/7.5.2.0/resultui/dict/?keyword=effective) at all times during negotiation, execution, and performance of this Agreement;

* + 1. 在本协议的协商、签署和履行期间，供应商在其主营业所所在国家始终持有有效营业执照，并且在其履行服务的所有国家拥有开展必要活动的恰当资格和许可（如需获得许可）；

At all times during negotiation, execution, and performance of this Agreement, Supplier shall hold a valid business license in the country in which it has its principal place of business and shall be duly qualified and licensed (if a license is necessary) to conduct the necessary activities in all countries where it performs Services;

* + 1. 应交付物符合相关《工作说明》或订单规定的所有质量和性能标准，并且完全符合验收标准。如果相关《工作说明》或订单未规定验收标准，应交付物符合商业上合理和行业公认的质量和/或性能标准（如适用）；

The Deliverables will meet all quality and performance standards set forth in the applicable SOW or Order and will strictly comply with all Acceptance Criteria. If no Acceptance Criteria are set forth in such applicable SOW or Order, the Deliverables shall meet commercially reasonable and industry-standard quality and/or performance standards, as the case may be;

* + 1. 供应商的人员、设施、设备、方法、操作和程序适合服务的履行，供应商拥有依照所有适用规范、标准和其他要求履行服务的所有必要专业知识；

Supplier’s Personnel and Supplier’s facility, equipment, methods, operations and procedures are suitable for performance of Services, and Supplier possesses all necessary expertise to perform the Services in compliance with all applicable specifications, standards and other requirements;

* + 1. 供应商的人员在开始服务之前必须与供应商签署要求其遵守下列义务的有效书面协议：(1)为第三方（包括但不限于北京清醒异构科技有限公司）的信息保密；以及(2)将其在任何工作成果上拥有的一切权利、所有权和权益转让给供应商和/或北京清醒异构科技有限公司，该转让的方式应当符合第11条（知识产权）的规定，并确保供应商能够遵守第11条（知识产权）的规定；以及

Supplier’s Personnel, prior to commencing the Services, will have signed a valid written agreement with Supplier requiring such Personnel to (1) maintain the confidentiality of third-party information, including but not limited to that of The Wake Systems Co.Ltd, (2) assign all of such Personnel’s right, title and interest in and to any Work Product to Supplier and/or The Wake Systems Co.Ltd in a manner consistent with and allowing Supplier to comply with the provisions contained in Section 11 (Intellectual Property Rights) below; and

* + 1. 供应商履行服务不会违反供应商对任何第三方承担的任何明示或暗示义务，包括但不限于保密义务。

Supplier’s performance of Services will not breach any express or implied obligation of Supplier to any third-party, including but not limited to obligations of confidentiality.

* 1. *瑕疵Deficiencies.*

 一经北京清醒异构科技有限公司要求，供应商应尽快纠正其服务和/或应交付物中存在的任何缺陷或瑕疵，不得额外收取费用。北京清醒异构科技有限公司可以接受或拒绝该等纠正。如果北京清醒异构科技有限公司合理认为服务和/或应交付物存在的瑕疵无法及时和恰当纠正，北京清醒异构科技有限公司可以立即全部或部分终止相关《工作说明》或订单，和/或自行或委托第三方纠正问题，并向供应商收取纠正费用，且不妨碍北京清醒异构科技有限公司在相关法律或衡平法项下拥有的任何其他救济。

At The Wake Systems Co.Ltd’s request, Supplier will correct any defects or deficiencies in its Services, and/or Deliverables as soon as possible at no additional charge, and those corrections will be subject to acceptance or rejection by The Wake Systems Co.Ltd. If The Wake Systems Co.Ltd reasonably believes that the Services and/or Deliverables are so deficient that timely and proper correction is not feasible, The Wake Systems Co.Ltd may (in addition to any other legal or equitable remedies available) immediately terminate the applicable SOW or Order, in whole or in part, and/or correct the problem itself (or utilize a third party to do so) and charge Supplier with the cost of correction.

* 1. *不可抗力Force Majeure.*

 任何一方因任何不可抗力事件延迟或未履行本协议或相关《工作说明》或订单的任何部分，无需为此承担赔偿或其他责任。供应商并非因不可抗力事件延迟生产或交付材料，或因总体市场状况（包括价格上涨）引起的劳工或材料短缺不构成不可抗力事件。受影响方应尽力（包括但不限于，投入合理资金以及重新安排人工和资源，或通过替代方式）减轻和最大限度地减少因此导致的任何延迟。受影响方必须在获悉发生不可抗力事件后的二十四（24）小时内向另一方发出书面通知，说明该事件的性质和原因、预计持续时间、拟议或已经为最大限度地减少延迟采取的措施以及实施该等措施的时间表。受影响方应在导致不可抗力的原因消除之后，在合理可行的范围内尽快恢复履行义务。如果发生影响供应商履行本协议项下义务的任何不可抗力事件，北京清醒异构科技有限公司可以中止履行其在本协议项下的义务，直至供应商依照本协议全面恢复义务为止。如因任何不可抗力事件导致连续五（5）天或以上未提供服务，北京清醒异构科技有限公司可以向供应商发出书面通知，终止本协议，无需承担责任。在此情况下，北京清醒异构科技有限公司已付或应付的费用应根据未提供或无法履行服务的比例相应调整。

Neither Party will be liable or responsible for any delay or failure in performance of any part of this Agreement or the applicable SOW or Order that is caused by any of Force Majeure Event. Delays by vendors in manufacture or delivery of materials not caused by a Force Majeure Event, or shortages of labor or materials resulting from general market conditions (including price increases), do not qualify as a Force Majeure Event. The Affected Party must use its best efforts (including, without limitation, incurring any reasonable expenditure of funds and rescheduling labor and resources, or through alternate means) to mitigate and minimize any resulting delay. The Affected Party must provide written notice to the other Party within twenty-four (24) hours of learning of a Force Majeure Event, stating the nature and cause of the event, the anticipated duration, the measures proposed or taken to minimize the delay, and the timetable for implementing such measures. The Affected Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event of a Force Majeure Event affecting Supplier’s performance under this Agreement, The Wake Systems Co.Ltd may suspend its performance hereunder until such time as Supplier resumes full performance in accordance with this Agreement. The Wake Systems Co.Ltd may terminate this Agreement without liability by written notice to Supplier if the Services are not available without interruption for a period of five (5) consecutive days or more as a result of a Force Majeure Event and the fees paid or payable by The Wake Systems Co.Ltd shall be adjusted accordingly based on the unavailability of the Services or inability to perform the Services on a prorated basis.

1. 合规Compliance
	1. *法律法规Laws & Regulations.*

 供应商应当始终遵守适用于供应商或服务的所有政府法律、法令、条例、规章、法规、命令和其他要求，不论该等法律、法令、条例、规章、法规、命令或法律要求在本协议生效日之前或之后生效，包括但不限于有关环境保护、劳工和雇用规范（包括但不限于健康、安全、工资、福利、工作时间、平等就业机会、无歧视、工作条件以及禁止使用强迫、契约、抵债（包括债役）、贩卖或奴隶劳工）、进出口管制（详见下文）、海关、运输、个人数据保护和反腐败（详见下文）的政府要求。如需北京清醒异构科技有限公司协助其遵守任何适用法律法规或其他要求，供应商应及时书面通知北京清醒异构科技有限公司。此外，上述保证也包括但不限于遵守与人员和财产的健康与安全相关的所有适用规章制度，供应商应当采取一切合理的预防措施，防止在开展工作的过程中发生人身伤害或财产损坏事故。供应商应当维持法律要求的损伤和疾病预防计划。

Supplier will at all times comply with all governmental laws, statutes, ordinances, rules, regulations, orders, and other requirements applicable to it or to the Services, regardless of whether such law, statute, ordinance, rule, regulation, order, or legal requirement had taken effect on the Effective Date or on some later date, including without limitation such governmental requirements applicable to environmental protection, labor and employment practices – including without limitation health, safety, wages, benefits, hours, equal employment opportunity, nondiscrimination and working conditions and the prohibition of forced, indentured, bonded (including debt bondage), trafficked or slave labor – import and export control (as more specifically stated below), customs, transportation, protection of Personal Data, and anti-corruption (as more specifically stated below). In the event that The Wake Systems Co.Ltd's assistance is necessary to achieve compliance with any applicable laws, regulations or other requirements, Supplier shall promptly notify The Wake Systems Co.Ltd in writing. The foregoing covenant also includes but is not limited to complying with all applicable rules with respect to the health and safety of persons and property and Supplier shall take all reasonable precautions to prevent the occurrence of injury to persons or property during the conduct of such work. Supplier will maintain an injury and illness prevention program where required by law.

* 1. *反腐败Anti-corruption*.

供应商应当始终遵守所有适用反腐败法律法规，包括但不限于中国《反不正当竞争法》和《刑法》等有关商业贿赂的规定，包括但不限于美国《反海外腐败法》（以下简称“**FCPA**”）以及当地适用的任何类似法律法规。供应商声明、保证和承诺，其未曾也不会因本协议的标的事项直接、间接或通过任何其他人员或实体，向任何政府官员（定义见FCPA，包括国有企业的管理人员和调任的政府官员），或者为提供给任何政府官员使用或者为任何政府官员的利益，支付、提供或授权提供违反任何反腐败法律的任何款项、礼品、承诺或其他利益。

Supplier will at all times comply with all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act (“FCPA”) and any applicable local equivalents including but not limited to, the commercial bribery provisions of the P.R.C. Anti-Unfair Competition Law and Criminal Law of P.R.C. Supplier represents, warrants, and covenants that in connection with the matters which are the subject of this Agreement, it has not made, offered, or authorized and will not make, offer, or authorize any payment, gift, promise, or other advantage, whether directly or indirectly or through any other person or entity, to or for the use or benefit of any government official (as defined by the FCPA to include officers of state-owned enterprises and seconded government officials), where such payment, gift, promise or advantage would violate any anti-corruption laws.

* 1. *北京清醒异构科技有限公司政策和程序The Wake Systems Co.LtdPolicies & Procedures.*

  供应商应确保访问北京清醒异构科技有限公司的营业场所或在北京清醒异构科技有限公司的营业场所工作的供应商人员、代理人、承包商和其他代表遵守告知该等供应商人员、代理人、承包商和其他代表的所有北京清醒异构科技有限公司政策和程序，包括但不限于环境、健康、安全、安保和电子信息安全政策和程序（如适用），以及所有张贴的标识。

Supplier will ensure that Supplier Personnel and Supplier’s agents, subcontractors and other representatives visiting or working on The Wake Systems Co.Ltd premises comply with all The Wake Systems Co.Ltd policies and procedures that have been communicated to such Supplier Personnel, agents, subcontractors or other representatives, including but not limited to environmental, health, safety, security, and electronic information security policies and procedures as applicable, and all posted signage.

* 1. *政府许可Governmental Permits.*

  供应商应调查需要为履行本协议项下的义务获得或完成的所有政府许可、认证、申报、批准和核查，并在法律允许的范围内，以其自身名义获得或完成该等政府许可、认证、申报、批准和核查。任何许可、认证或批准失效、被修改或撤销的，供应商应及时通知北京清醒异构科技有限公司。如果依照适用法律，任何许可、认证或批准必须以北京清醒异构科技有限公司的名义获得，供应商应及时通知北京清醒异构科技有限公司，并协助北京清醒异构科技有限公司获得该等许可、认证或批准。

Supplier will investigate the need for and will procure in its own name to the extent allowed by law, all governmental permits, certifications, notifications, approvals, and inspections required for the performance of its obligations hereunder. Supplier will promptly notify The Wake Systems Co.Ltd if any permit, certification or approval lapses, or is modified or revoked. If, under applicable law, any permits, certifications or approvals must be procured in The Wake Systems Co.Ltd's name, Supplier will promptly so inform The Wake Systems Co.Ltd and will assist The Wake Systems Co.Ltd in obtaining such permits, certifications or approvals.

* 1. *留置权Liens.*

  在法律允许的最大范围内，供应商特此放弃其可能因履行服务而在北京清醒异构科技有限公司拥有或租赁的财产上拥有的任何及所有留置权。供应商应在其与协助履行服务的任何分包商（不论处于哪个层级）或材料提供商签订的所有分包合同和材料供应合同中包含类似的弃权条款。供应商应及时支付或清偿任何分包商或材料提供商主张的任何留置权或产权负担，并向北京清醒异构科技有限公司提供所有分包商和材料提供商出具的、可记录形式的合适弃权声明书。北京清醒异构科技有限公司可以在所有该等弃权声明书提供之前，中止支付本协议项下的款项。

To the maximum extent allowed by law, Supplier hereby waives and releases any and all lien rights that it may acquire in The Wake Systems Co.Ltd’s owned or leased property as a result of performing Services. Supplier will incorporate a similar waiver and release into each subcontract and materials contract that Supplier may enter into with any subcontractor (of any tier) or materials provider assisting in the performance of Services. Supplier will promptly pay or discharge any lien or encumbrance asserted by any subcontractor or materials provider and will provide The Wake Systems Co.Ltd with appropriate releases and waivers of same in recordable form from each subcontractor and materials provider. The Wake Systems Co.Ltd may withhold payments hereunder until all such waivers/releases are provided.

* 1. *社会责任Social Responsibility*.

供应商声明和保证，在其开展业务的所有国家，供应商将证明，并将确保其关联公司、特许经营人和分包商证明，对于遵守与《负责任商业联盟行为准则》（见<http://www.responsiblebusiness.org/standards/code-of-conduct/>）相符的最高道德和合规标准的承诺。为此，供应商应制定和保持，并确保其关联公司、特许经营人和分包商制定和保持，使工作场所、员工和其他相关人员、组织、社区和环境受益的政策、程序和行为。

Supplier represents and warrants that, in all countries in which it does business, Supplier will demonstrate its commitment, and will ensure that its Affiliates, franchisees and subcontractors demonstrate their commitment, to the highest ethical and compliance standards consistent with the Responsible Business Alliance Code of Conduct located at <http://www.responsiblebusiness.org/standards/code-of-conduct/>. Accordingly, Supplier will adopt and maintain – and will ensure that its Affiliates, franchisees and subcontractors adopt and maintain – policies, procedures, and behaviors that benefit the workplace, employees and other applicable individuals, organization, community, and environment.

* 1. *背景调查Background Checks*.

在符合所有适用法律法规的情况下，供应商应当对履行本协议项下服务的任何供应商人员进行背景调查。该背景调查应在供应商人员开始提供本协议项下服务之前的六（6）个月内完成。对于持续提供本协议项下服务的供应商人员，每隔两年应当重新进行背景调查。背景调查的时间跨度为七（7）年，包括但不限于社会保障记录、别名检索、犯罪背景调查（包括地区、地方、国家以及（由北京清醒异构科技有限公司自主决定）国际犯罪背景调查）、学历核查、就业核查、扩展国际制裁调查、行车记录调查以及I-9就业资格核查。其他类型的调查，比如药检，如果对于某个项目必要，应在该项目的《工作说明》中载明。供应商应确保依照所有适用法律法规进行所有背景调查和核查。一经要求，供应商应将相关背景调查记录提交北京清醒异构科技有限公司核查。

Subject in all cases to applicable laws and regulations, Supplier will perform background checks of any Supplier Personnel providing Services under this Agreement.  These background checks will have been completed within the previous 6 months for Supplier Personnel who begin to provide Services under this Agreement and new background checks will be conducted every two years for Supplier Personnel who continue to provide Services under this Agreement.  Background checks must span a period of seven (7) years, including without limitation: social security trace, alias search, a criminal background check (to include Regional, Local, National and, at the discretion of The Wake Systems Co.Ltd, International), education verification, employment verification, extended global sanctions, Motor Vehicle Records (MVR), and I-9 employment eligibility verification. Other screening types, such as drug screening, if required for a project, will be set forth in the SOW for such project.  Supplier will ensure that all background checks and screens are performed in compliance with all applicable laws and regulations.  Supplier will make applicable background check records available for audit by The Wake Systems Co.Ltd if requested.

* 1. *审计Audit*.

  供应商应当保存合理证明其已依照本协议履行合规义务的记录。供应商应提供北京清醒异构科技有限公司通过调查问卷和/或面谈询问的信息，和/或允许北京清醒异构科技有限公司在合理通知后审计其记录和/或核查其营业场所，以确认合规。

Supplier shall keep records in a reasonable manner evidencing that Supplier has discharged its obligations with respect to compliance pursuant to this Agreement. Supplier will provide The Wake Systems Co.Ltd with information requested via questionnaires and/or oral interviews, and/or allow The Wake Systems Co.Ltd to conduct an audit of Supplier’s records and/or an inspection of Supplier’s premises upon reasonable notice to verify such compliance.

1. 保险Insurance

除非双方另有书面约定，供应商和开展本协议项下工作的所有分包商必须在本协议有效期内，自担费用在AM Best评级达到A或以上的保险公司保有保险限额不低于下列要求的保险单和每次事故保险限额：

Except as otherwise agreed by the Parties in writing, Supplier and each subcontractor performing work under this Agreement must maintain insurance policies and coverage limits (per occurrence) during the term of this Agreement at their own expense and with insurers rated “A” or better by AM Best with limits of not less than specified below:

|  |  |
| --- | --- |
| 工伤保险Worker’s Compensation | 法定要求Statutory Requirements |
| 雇主责任保险Employer’s Liability | 每次事故1‚000‚000人民币¥1,000,000 per occurrence |
| 商业综合责任保险Commercial General Liability1: | 人身伤害Bodily Injury: | 每次事故1‚000‚000人民币¥1,000,000 per occurrence累计5‚000‚000人民币¥5,000,000 aggregate |
| 财产损毁Property Damage: | 每次事故1‚000‚000人民币¥1,000,000 per occurrence累计5‚000‚000人民币$5,000,000 aggregate |
| 汽车责任保险Automobile Liability: | 1‚000‚000人民币¥1,000,000 |
| 专业责任/错误与疏忽责任保险Professional Liability/Errors & Omissions2: | 1‚000‚000人民币¥1,000,000 |
| 网络安全保险Cyber Security Insurance: | 5‚000‚000人民币¥5,000,000 |

1 包括但不限于营业场所及业务、完工、合同、广泛补偿财产损失和人身伤害责任保险。独资企业可以通过其房东保险单的家庭业务批单满足要求。请注意，个人伞式责任保险单不能满足本要求。

Includes without limitation coverage for Premises-Operations, Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Sole proprietors may satisfy this requirement through an in-home business endorsement to their homeowner’s insurance policy. Note that a personal umbrella liability policy will not satisfy this requirement.

2 仅适用于供应商或其代理人或分包商从事专业性质的工作（比如，工程师、会计师、建筑师）的情形，不论是否要求持有专业执照或证书。

Only applicable if Supplier or its agents or subcontractors perform work of a professional nature (e.g., engineers, accountants, architects), regardless of whether a professional license or certification is required.

北京清醒异构科技有限公司、其关联公司及其各自的董事、管理人员和员工应被列为商业综合责任保险和汽车责任保险的附加被保险人，并提供伞式/超额责任保障。此外，必须放弃对于北京清醒异构科技有限公司的代位求偿权。

The Wake Systems Co.Ltd, its Affiliates and their respective directors, officers & employees shall be listed as additional insured with respect to Commercial General Liability and Automobile Liability, with applicable Umbrella/Excess coverage to follow form. A waiver of subrogation shall be issued in favor of The Wake Systems Co.Ltd.

 保险限额以人民币计，但是可以采用等额当地货币。如果保障为索赔提出制而非事故发生制，供应商应确保该保障的有效期至本协议到期或终止后满一年之日终止。北京清醒异构科技有限公司保有的任何保险不适用于任何索赔。在开始工作之前，供应商应向北京清醒异构科技有限公司提供证明符合上述保险要求的保险证书。供应商应在任何要求的保险单被取消、发生重大变更、失效或终止的至少六十（60）日前书面通知北京清醒异构科技有限公司。

Insurance limits are expressed in **RMB** but may be maintained in local currency in equivalent monetary amounts. To the extent that coverage is based on claims made during the policy period rather than occurrences during such period, Supplier will maintain such coverage for a period of one year following expiration or termination of this Agreement. No insurance maintained by The Wake Systems Co.Ltd will apply to any claim. Prior to commencing work, Supplier will provide certificates of insurance to The Wake Systems Co.Ltd evidencing and certifying compliance with these insurance requirements. Supplier will notify The Wake Systems Co.Ltd in writing at least sixty (60) days prior to any cancellation, material modification, lapse, or termination of any required insurance policy.

1. 保密Confidentiality
	1. *保密义务/注意义务Non-Disclosure Obligations/Duty of Care*.

收到披露方提供的保密信息的接收方应以其为保护自身类似性质的保密和专有信息免遭未经授权的访问、使用、传播或公布运用的注意度（但是不得低于合理的注意度），保护该等保密信息。接收方不得向任何第三方披露本协议项下披露的任何保密信息，并且只能将保密信息披露给其需要了解相关信息并对接收方承担至少与本协议规定的义务同等严格的保密义务的员工和承包商。接收方只能出于提供或接受本协议项下服务的目的，保留、使用或披露任何保密信息。各方应负责确保其员工和承包商遵守本协议的条款。此外，除非适用法律允许，接收方不得对体现保密信息的任何产品、原型、软件或其他有形物体进行反向工程、反汇编或反编译。如果双方在本协议项下收到个人数据，各方应遵守所有数据保护法律以及与本协议项下收到或处理的所有个人数据相关的任何适用隐私和/或保密附件。尤其是，除遵守中国当地法律法规，包括但不限于个人信息保护法，如果任何一方属于源自欧洲经济区的个人数据的处理者或处理与本协议相关的加利福尼亚消费者个人信息的服务提供商，该方应遵守GDPR第28条和CCPA的要求（如适用）。

Recipient receiving Confidential Information from the Discloser shall protect such Confidential Information by using the same degree of care, but no less than a reasonable degree of care, it uses to prevent the unauthorized access, use, dissemination or publication of its own confidential and proprietary information as Recipient uses to protect its own confidential information of a like nature. Recipient shall not disclose any Confidential Information disclosed hereunder to any third-party and shall limit disclosure of Confidential Information to only those of its employees and contractors with a need to know and who are bound by confidentiality obligations with Recipient at least as restrictive as those contained in this Agreement. Recipient may only retain, use, or disclose any Confidential Information for purposes of providing or receiving Services under this Agreement, as the case may be. Each Party shall be responsible for its employees' and contractors' adherence to the terms of this Agreement. Further, except to the extent permitted by applicable law, Recipient shall not reverse engineer, disassemble, or decompile any products, prototypes, software, or other tangible objects that embody Confidential Information. In the event that the Parties receive Personal Data under this Agreement, each Party shall comply with all Data Protection Laws and any applicable privacy and/or security exhibits in respect of all Personal Data that is received or processed as part of this Agreement. In particular, in addition to following China local laws, including but not limited to Personal Information Protection Law, in the event that a Party acts as a processor of Personal Data originating in the European Economic Area or a service provider handling California consumers’ personal information in connection with this Agreement, it shall comply, respectively, with the requirements of Article 28 of the GDPR, and of the CCPA.

* 1. *除外情形和强制披露Exclusions and Compelled Disclosure.*

除非涉及个人数据，对于接收方能够合理证明属于下列情形的保密信息，本协议未要求接收方遵守任何额外义务：(a) 接收方从披露方处收到之时或之前已经合法掌握并且不承担保密义务的信息；(b)非因接收方的过错，已经或变得为公众知晓的信息；(c)接收方从没有保密义务的第三方处合法获得的信息；或(d)接收方在未使用或参考保密信息的情况下独立开发的信息。如果接收方收到拥有管辖权的任何法院或授权政府机构的请求、要求、传票或命令，要求披露全部或任何保密信息，接收方必须在披露保密信息之前及时将任何该等要求书面通知披露方（除非适用法律禁止该通知），并合理配合披露方寻求针对任何该等披露的保护（如有），之后方可遵守该披露要求。接收方只能提供相关法院或机构要求的保密信息。

Except with respect to Personal Data, this Agreement imposes no additional obligations upon Recipient with respect to Confidential Information that Recipient can reasonably demonstrate (a) was in Recipient's rightful possession on or before receipt from Discloser without a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third-party without a duty of confidentiality; or (d) is independently developed by Recipient without use of or reference to Confidential Information. If Recipient receives a request, demand, subpoena or order issued by a court of competent jurisdiction or authorized governmental agency to disclose all or any part of Confidential Information, Recipient may comply with such request or demand only if Recipient promptly notifies Discloser in writing of any such requirement prior to the disclosure of Confidential Information (except where such notification is prohibited by applicable law) and reasonably cooperates with Discloser regarding Discloser's efforts, if any, to protect against any such disclosure. Recipient may release only that portion of the Confidential Information as required by the court or agency.

* 1. *对于供应商使用北京清醒异构科技有限公司保密信息的附加限制Additional Restrictions on Supplier’s Use of The Wake Systems Co.Ltd Confidential Information*.

如果供应商收到与北京清醒异构科技有限公司产品的运行相关的北京清醒异构科技有限公司保密信息（比如，技术规范、源代码等），供应商和供应商人员：(i) 不得使用或促使他人使用任何该等北京清醒异构科技有限公司保密信息，开发任何衍生发明；以及(ii)不得申请工作成果上的知识产权，和/或修改任何现有知识产权（比如，提出或修改任何专利申请、延续申请、部分延续申请或者扩展任何类型的现有专利或专利申请）。

If Supplier receives The Wake Systems Co.Ltd Confidential Information about the operation of The Wake Systems Co.Ltd products (e.g. technical specifications, source code etc.), Supplier and Supplier Personnel (i) shall not use or procure others to use any such The Wake Systems Co.Ltd Confidential Information for developing inventions derived from The Wake Systems Co.Ltd’s Confidential Information and (ii) will refrain from seeking Intellectual Property Rights in or to the Work Product, and/or modifying any existing Intellectual Property Rights (e.g., by creating or modifying any patent application, continuation application, continuation in part, or extension of any existing patent or patent application of any kind).

* 1. *保密信息的归还和销毁Return or Destruction of Confidential Information*.

接收方应在披露方提出要求后的十五（15）日内，根据披露方的自主选择，安全地销毁或归还所有保密信息（接收方在正常经营过程中，在其标准备份系统中保存的副本除外，前提是该等副本依然适用第8条（保密）的规定）。本协议项下提供的硬件应依照所有适用法律销毁。

Within fifteen (15) days of Discloser's written request, Recipient shall, at Discloser's discretion, securely destroy or return all Confidential Information except for those copies that are retained in Recipient's standard backup system in the normal course of business, which copies shall remain subject to the provisions of this Section 8 (Confidentiality). Destruction of hardware provided under this Agreement shall be in compliance with all applicable laws.

* 1. *有权查阅北京清醒异构科技有限公司保密信息的供应商人员的移除Removal of Supplier Personnel having Access to The Wake Systems Co.Ltd Confidential Information.*

有权查阅北京清醒异构科技有限公司保密信息的任何供应商人员即将离职或更换的，供应商应在可行范围内尽快书面通知北京清醒异构科技有限公司。供应商承认，及时将该等离职或更换通知北京清醒异构科技有限公司构成本协议项下的重大义务，如违反该义务，可能导致北京清醒异构科技有限公司因故终止本协议。

Supplier will provide written notification to The Wake Systems Co.Ltd as soon as is practicable of any pending terminations or replacements of Supplier Personnel having access to The Wake Systems Co.Ltd Confidential Information. Supplier acknowledges that prompt notification to The Wake Systems Co.Ltd of such terminations or replacements is a material obligation of this Agreement and that a breach of this obligation could result in a termination for cause by The Wake Systems Co.Ltd.

* 1. *应交付物除外Exclusion for Deliverables*.

第8条（保密）规定的义务，包括但不限于保密义务、对于披露、访问、使用、反向工程、反编译、反汇编、传播和公布的限制以及归还或销毁材料或信息的义务，就任何应交付物而言不适用于北京清醒异构科技有限公司。

The obligations in this Section 8 (Confidentiality), including but not limited to the obligation of confidentiality, the restrictions on disclosure, access, use, reverse engineering, decompiling, disassembling, dissemination and publication, and the obligation to return or destroy materials or information do not apply to The Wake Systems Co.Ltd with respect to any Deliverable.

1. 赔偿Indemnity

**供应商应赔偿北京清醒异构科技有限公司及其关联公司、代理人、管理人员、董事和员工完全或部分因下列任何原因引起或导致遭受或发生的所有索赔、损害、责任、损失和合理费用（包括但不限于合理的律师费、顾问和专家证人的支出和费用以及上诉费用），为其进行抗辩和确保其免遭损害：(a)供应商违反本协议的任何规定；(b) 有关本协议项下提供的服务或任何应交付物侵犯任何知识产权的主张；或(c)供应商或任何供应商人员的任何过失行为或不作为。如果供应商认为服务和/或应交付物构成侵权，供应商应当选择采取下列措施（费用由供应商自行承担）：(x) 修改服务和/或应交付物，使其不再侵权；或(y)为北京清醒异构科技有限公司获得继续依照本协议描述的方式使用服务和/或应交付物的许可；但是，如果供应商无法在合理时间内作出上述选择，供应商应退还北京清醒异构科技有限公司已就相关服务和/或应交付物支付的所有费用。**

SUPPLIER WILL INDEMNIFY, DEFEND, AND HOLD The Wake Systems Co.Ltd AND ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES AND REASONABLE EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, COSTS AND EXPENSES OF CONSULTANTS AND EXPERT WITNESSES, AND COSTS OF APPEAL), TO THE EXTENT ARISING OUT OF OR RESULTING IN WHOLE OR IN PART FROM (A) ANY BREACH OF THIS AGREEMENT BY SUPPLIER, (B) ANY CLAIM THAT SERVICES OR ANY DELIVERABLE PROVIDED HEREUNDER INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS, OR (C) ANY NEGLIGENT ACT OR OMISSION OF SUPPLIER OR ANY SUPPLIER PERSONNEL. IF THE SERVICES AND/OR DELIVERABLE ARE BELIEVED BY SUPPLIER TO INFRINGE, SUPPLIER WILL, AT ITS OPTION AND EXPENSE, EITHER (X) MODIFY THE SERVICES AND/OR DELIVERABLE TO BE NON-INFRINGING; OR (Y) OBTAIN FOR The Wake Systems Co.Ltd A LICENSE TO CONTINUE USING THE SERVICES AND/OR DELIVERABLE IN THE MANNER DESCRIBED IN THIS AGREEMENT; HOWEVER, IF IT IS NOT POSSIBLE FOR SUPPLIER TO PERFORM EITHER OF THE ABOVE OPTIONS WITHIN A REASONABLE TIMEFRAME, THEN SUPPLIER SHALL REFUND TO The Wake Systems Co.Ltd ALL FEES PAID BY The Wake Systems Co.Ltd FOR THOSE SERVICES AND/OR DELIVERABLE.

1. 责任Liability

**任何一方在任何情况下均无需为因本协议或供应商在本协议项下提供的任何产品、服务或应交付物引起或与之相关的任何间接、附带性、特定、惩罚性、后果性（包括但不限于丧失使用价值、收入、利润或储蓄损失）或惩戒性损害承担责任（不论该等责任基于任何追偿理论（包括但不限于违反合同、违反保证、过失、侵权和严格责任）提出），即便责任方已被告知发生该等损害的可能性，或者可以预见该等损害。尽管有上述规定，本协议的任何规定均未限制或排除供应商因下列原因引起或导致的责任：(i)人身伤亡或有形财产损失索赔；(ii) 供应商、供应商人员或代表供应商行事的任何主体的严重过失、故意不当行为或欺诈行为；或(iii)供应商在下列条款项下的义务：第8条（保密）、第9条（赔偿）以及任何适用的本协议约定的隐私和/或保密义务。**

IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION LOSS OF USE, INCOME, PROFIT, OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT, SERVICE, OR DELIVERABLE PROVIDED BY SUPPLIER UNDER THIS AGREEMENT, EVEN IF THE RESPONSIBLE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF THOSE TYPES OF DAMAGES OR EVEN IF THOSE TYPES OF DAMAGES WERE REASONABLY FORESEEABLE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE SUPPLIER’S LIABILITY ARISING FROM OR AS A RESULT OF: (I) CLAIMS FOR PERSONAL INJURY, DEATH OR DAMAGE TO TANGIBLE PROPERTY, (II) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF SUPPLIER, SUPPLIER PERSONNEL OR ANY PERSON ACTING ON SUPPLIER’S BEHALF, (III) SUPPLIER’S OBLIGATIONS UNDER THE FOLLOWING SECTIONS: CONFIDENTIALITY (SECTION 8), INDEMNIFICATION (SECTION 9) AND ANY APPLICABLE PRIVACY AND/OR SECURITY OBLIGATIONS IN THIS AGREEMENT.

1. 知识产权Intellectual Property Rights
	1. *权利的转让Transfer of Rights.*

工作成果属于北京清醒异构科技有限公司的专有和独有财产，所有知识产权均应在产生时归属北京清醒异构科技有限公司。供应商特此完全和排他性地将其在工作成果上拥有的任何及所有知识产权自该等权利产生之时起转让和出让给北京清醒异构科技有限公司，并且（如适用）供应商和供应商人员不可撤销地放弃任何相关著作人身权。供应商应签署对于北京清醒异构科技有限公司在工作成果上拥有的知识产权的所有权在法律上生效必要的所有表格、文件和文书，不得额外收取任何费用。如果供应商无法在适用法律项下如前文所述将其在工作成果上的知识产权完全转让给北京清醒异构科技有限公司，供应商特此在法律允许的最大范围内，授予北京清醒异构科技有限公司制造、使用、委托制造、销售、提供销售、进口、执行、生产、公开展示、公开表演、修改、复制、拷贝、分许可、转让该等工作成果，制作该等工作成果的衍生作品，以及分发该等工作成果的副本（不论在内部或外部分发，包括通过多种渠道分发）的永久性、不可撤销、排他性、世界范围、已全额支付和免使用费的许可（包括授权他人做上述任何、部分或所有事情的权利），不得额外收取任何费用。

Work Product is solely and exclusively the property of The Wake Systems Co.Ltd and all Intellectual Property Rights shall vest in The Wake Systems Co.Ltd upon their creation, and Supplier hereby completely and exclusively assigns, transfers, and conveys any and all of its Intellectual Property Rights in and to such Work Product to The Wake Systems Co.Ltd effective upon their creation, and if applicable, Supplier and Supplier’s Personnel irrevocably waives any related moral rights. Supplier shall execute, at no additional cost, all necessary forms, documents, written instruments necessary to perfect the ownership of Intellectual Property Rights owned by The Wake Systems Co.Ltd in the Work Product. If under applicable law Supplier cannot fully transfer its Intellectual Property Rights in the Work Product to The Wake Systems Co.Ltd as described above, then to the maximum extent permitted by law, Supplier hereby grants to The Wake Systems Co.Ltd at no additional cost a perpetual, irrevocable, exclusive, worldwide, fully-paid, royalty-free license to make, use, have made, sell, offer for sale, import, execute, produce, publicly display, publicly perform, modify, create derivative works of, reproduce, copy, sublicense, assign, distribute (internally or externally, including through multiple channels) copies of such Work Product, including the right to authorize others to do any, some, or all of the foregoing.

* 1. *许可权License Rights*.

如果工作成果：(a) 包含任何已有作品；或(b)要求使用已有作品，则供应商授予北京清醒异构科技有限公司制造、使用、销售、提供销售、进口、执行、生产、公开展示、公开表演、修改、复制、拷贝、分许可、转让该等已有作品，制作该等已有作品的衍生作品，以及分发该等已有作品的副本（不论在内部或外部分发）的永久性、不可撤销、非排他性、世界范围、已全额支付和免使用费的许可（包括授权他人做上述任何、部分或所有事情的权利），不得额外收取任何费用。供应商和供应商人员特此放弃与该等已有作品有关的所有著作人身权。供应商声明和保证，未经北京清醒异构科技有限公司事先书面批准，不得在任何应交付物中包含适用任何开源许可的任何已有作品。供应商应在相关《工作说明》中指明其意图包含在任何应交付物中的任何已有作品。如未在相关《工作说明》中指明该等已有作品，除非北京清醒异构科技有限公司之后书面同意包含该等已有作品，否则视为工作成果存在瑕疵。北京清醒异构科技有限公司可以自主决定将该瑕疵视为严重违反本协议。

If the Work Product: (a) incorporates Pre-Existing Works; or (b) requires the use of Pre-Existing Works; then Supplier grants to The Wake Systems Co.Ltd at no additional cost a perpetual, irrevocable, non-exclusive, worldwide, fully-paid and royalty free license to make, use, sell, offer for sale, import execute, produce, publicly display, publicly perform, modify, create derivative works of, reproduce, copy, sublicense, assign, distribute (internally or externally) copies of such Pre-Existing Works and any derivatives thereof, and to authorize others to do any, some, or all of the foregoing. Supplier and Supplier Personnel hereby waive all moral rights with respect to such Pre-Existing Works. Supplier represents and warrants it will not incorporate any Pre-Existing Works governed by an open-source license into any Deliverable without prior written approval from The Wake Systems Co.Ltd. Supplier will identify in the applicable SOW any Pre-Existing Works it intends to incorporate into a Deliverable. Failure to identify such Pre-Existing Works in the applicable SOW shall result in the Work Product being deemed deficient unless The Wake Systems Co.Ltd subsequently agrees to its inclusion in writing. Such deficiency may be deemed, in The Wake Systems Co.Ltd’s sole discretion, a material breach of this Agreement.

* 1. *著作权声明Copyright Notices*.

如果相关《工作说明》或订单要求公布应受著作权保护的任何工作成果，或将任何工作成果提供给第三方，供应商同意在所有该等工作成果中插入下列格式或北京清醒异构科技有限公司指定的其他格式的书面声明：

To the extent that the applicable SOW or Order requires Supplier to publish any copyrightable Work Product or provide Work Product to third-parties, Supplier agrees to place a written notice on all such Work Product in the following format, or as otherwise specified by The Wake Systems Co.Ltd:

 *©[插入起始年份]北京清醒异构科技有限公司版权所有。Copyright © [Year Created] The Wake Systems Co.Ltd All Rights Reserved*

* 1. *北京清醒异构科技有限公司知识产权The Wake Systems Co.Ltd Intellectual Property*.

除非本协议另有明确规定，本协议的任何规定不得视为将北京清醒异构科技有限公司的任何知识产权转让给或授予供应商，北京清醒异构科技有限公司独自保留所有该等知识产权以及北京清醒异构科技有限公司保密信息和技术上的所有权利。此外，除非北京清醒异构科技有限公司的授权代表以书面形式明确授权，供应商未获得北京清醒异构科技有限公司的任何商标、商号、服务标志或其他专有标识上的任何知识产权或使用权（对于履行服务绝对必要的权利除外）。

Except as expressly stated otherwise in this Agreement, nothing in this Agreement shall be deemed to transfer or otherwise grant to Supplier any of The Wake Systems Co.Ltd’s Intellectual Property Rights and The Wake Systems Co.Ltd exclusively retains all such Intellectual Property Rights, rights in The Wake Systems Co.Ltd Confidential Information and The Wake Systems Co.Ltd’s Technology. Furthermore, except as expressly granted in writing by an authorized representative of The Wake Systems Co.Ltd, Supplier shall not acquire any Intellectual Property Rights in or to, nor have any right to use, any The Wake Systems Co.Ltd trademark, trade name, service mark, or other proprietary designation of The Wake Systems Co.Ltd other than as strictly necessary to perform the Services.

1. 法律选择、法院和争议解决Choice of Law; Forum and Dispute Resolution
	1. *管辖法律和法院Governing Law and Forum.*

本协议适用中华人民共和国的内部法律，依其解释，但是排除法律冲突规则。双方明确排除《联合国国际货物销售合同公约》对于本协议的适用。因本协议引起或与本协议有关的所有争议和诉讼，包括但不限于与本协议的履行相关的事项，应由本协议签署所在地的人民法院排他性管辖。各方特此不可撤销地接受该等法院的对人管辖权，并且不可撤销地放弃对于该审判地的所有异议。

This Agreement shall be governed by, subject to, and construed in accordance with the internal laws of the People’s Republic of China , excluding the conflict of law rules thereof. The Parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods. All disputes and litigation arising out of or related to this Agreement, including, without limitation, matters connected with its performance, will be subject to the exclusive jurisdiction of the people's court at the place where this Agreement is signed. Each Party hereby irrevocably submits to the personal jurisdiction of such courts and irrevocably waives all objections to such venue.

* 1. *胜诉方Prevailing Party.*

 在因本协议引起或与本协议有关、涉及北京清醒异构科技有限公司和供应商的任何仲裁或司法程序中，胜诉方有权获得偿还与该程序有关的所有合理费用，包括合理的律师费和支出。

In any arbitration or judicial proceeding involving The Wake Systems Co.Ltd and Supplier arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover all reasonable expenses associated with such proceeding, including reasonable attorneys’ fees and expenses.

1. 其他Miscellaneous
	1. *通知Notices.*

 本协议项下的所有通知必须采用书面形式，并通过下列一种或多种方式发送至本协议序文部分提供的相关方地址：(i)专人递送；(ii)要求确认收到的传真（如提供传真号码），并在之后邮寄原件；(iii)邮资预付、要求回执的挂号或认证邮件；或(iv)带跟踪功能的隔夜邮递服务。任何一方可以依照本条款的规定向另一方发出书面变更通知，变更其通知地址。非英文法律通知必须随附英文翻译件。因地址变更且未发出书面通知而被拒收、拒绝接受或无法投递的，视为已收到所发出的通知。

All notices under this Agreement must be in writing and delivered to the address(es) of the respective Parties in the introductory portion of this Agreement via one or more of the following methods: (i) in person; (ii) confirmed facsimile to be followed-up by a mailed original (if facsimile number is available); (iii) registered or certified mail, postage prepaid, return receipt requested; or (iv) overnight mail delivery service with tracking capabilities. Either Party may change its address for notices by giving written notice of the change to the other Party in accordance with this section. Legal notices, if not in the English language, must attach an English translation. Rejection or other refusal to accept, or the inability to deliver because of change of address of which no written notice was given, shall be deemed to be receipt of the notice sent.

* 1. *独立缔约方Independent Contractor.*

供应商以独立缔约方身份履行本协议。供应商或任何供应商人员并非北京清醒异构科技有限公司的雇员、代理人或员工。供应商或任何供应商人员不得作出任何相反的声明。本协议或任何《工作说明》或订单在任何情况下不得以任何方式视为或理解为雇佣合同，也不得使北京清醒异构科技有限公司承担因任何雇佣关系引起的任何责任。北京清醒异构科技有限公司不得干涉供应商聘用供应商人员或委托供应商人员为北京清醒异构科技有限公司履行服务。北京清醒异构科技有限公司对供应商人员不享有任何监督、控制或纪律处分权。未经另一方事先书面同意，任何一方均无权也不得使另一方受到与任何第三方签订的任何协议的约束，或者代表另一方承担任何义务或责任。如果北京清醒异构科技有限公司合理认为任何供应商人员不可接受并通知供应商，供应商应在收到通知后的二（2）周内，将该等人员更换为资质相同、可比或更高并且北京清醒异构科技有限公司合理接受的人员。供应商应自行负责供应商人员的管理，以及遵守有关劳工、工资、失业保险、社会保险、员工所得税扣缴以及员工福利的提供（包括但不限于健康保险、工伤（或类似）保险和休假时间）的所有适用法律。

In the performance of this Agreement, Supplier is acting as an independent contractor. Neither Supplier nor any Supplier Personnel are the servants, agents, or employees of The Wake Systems Co.Ltd; neither Supplier nor any Supplier Personnel shall make any representations otherwise. In no event shall this Agreement or any SOW or Order be considered or construed in any manner to be an employment contract, or otherwise impose any liability on The Wake Systems Co.Ltd that would arise from any employer-employee relationship. The Wake Systems Co.Ltd will not interfere in Supplier’s engagement of Supplier Personnel or Supplier’s assignment of Supplier Personnel to perform Services for The Wake Systems Co.Ltd. The Wake Systems Co.Ltd will have no supervision, control, or disciplinary authority over Supplier Personnel. Neither Party has the right nor the ability to bind the other Party to any agreement with a third-party or incur any obligation or liability on behalf of the other Party without the other Party’s prior written consent. In the event The Wake Systems Co.Ltd reasonably finds any Supplier Personnel unacceptable and so notifies Supplier, Supplier shall, within two (2) weeks of such notification, replace such Personnel with Personnel having the same, comparable or better qualifications and reasonably acceptable to The Wake Systems Co.Ltd. Supplier is solely responsible for managing Supplier Personnel, and for compliance with all the applicable laws regarding labor, wages, unemployment insurance, social insurance, employee income tax withholding, and provision of employee benefits, including but not limited to health insurance, Worker’s Compensation (or comparable) insurance, and leave time.

* 1. *合同双方应共同遵守《中华人民共和国劳动法》，确保双方人员合法权益不受侵害*

 Both parties to the contract shall abide by the《 Labor Law of the People's Republic of China》 to ensure that the legitimate rights and interests of both parties are not infringed

* 1. *委托、分包和转让Delegation, Subcontracting, and Assignments.*

 除非本协议另有明确规定（如有），未经北京清醒异构科技有限公司事先书面授权（北京清醒异构科技有限公司可以自主和不受约束地决定拒绝提供该授权），供应商不得将其权利转让、义务委托或将服务或本协议的任何部分分包给供应商的任何关联公司、子公司、特许经营人、分包商或其他第三方（以下均称“**代理人**”），在未经授权的情况下宣称进行的任何转让或委托均属无效。对于任何委托或分包，不论是否获得授权，供应商声明、保证和承诺：(i)供应商将要求其代理人以书面形式同意依照保护程度不低于本协议适用于供应商的条款，为北京清醒异构科技有限公司的保密信息保密；以及(ii)供应商仍应为本协议项下提供的所有服务以及供应商代理人的任何及所有作为、不作为和责任承担全部责任。北京清醒异构科技有限公司可以自主决定将违反本条款任何规定的行为视为严重违反本协议。

Except to the extent (if any) otherwise expressly stated in this Agreement, Supplier may not assign its rights, delegate its duties, or subcontract any portion of the Services or this Agreement to any Supplier Affiliate, subsidiary or franchisee, any subcontractor, or any other third-party (each a “Delegate”) without prior written authorization from The Wake Systems Co.Ltd (which authorization The Wake Systems Co.Ltd may withhold in its sole and unfettered discretion), and any purported assignment or delegation without such authorization will be null and void. For any delegation or subcontract, authorized or unauthorized, Supplier represents, warrants and covenants that (i) Supplier will require its Delegates to agree, in writing, to protect the confidentiality of The Wake Systems Co.Ltd Confidential Information with terms at least as protective as those applicable to Supplier under this Agreement; and (ii) Supplier remains fully responsible and liable for all Services provided under this Agreement and for any and all acts, omissions and liabilities of Supplier’s Delegates. Breach of any provision in this section may be deemed, in The Wake Systems Co.Ltd’s sole discretion, a material breach of this Agreement.

* 1. *北京清醒异构科技有限公司资源的使用Use of The Wake Systems Co.Ltd Resources.*

 如果获得使用北京清醒异构科技有限公司设施或资源（包括但不限于办公室、电脑、电话和网络）的授权，供应商同意仅出于履行其在本协议项下义务的目的使用该等设施或资源。本协议因任何原因到期或终止后，供应商应归还北京清醒异构科技有限公司为本协议项下服务的履行提供的任何及所有北京清醒异构科技有限公司资源，包括但不限于笔记本电脑和其他电子设备。如果供应商滥用任何北京清醒异构科技有限公司资源，除可获得的任何其他救济外，北京清醒异构科技有限公司可以立即全部或部分终止本协议，无需对供应商承担任何进一步的义务或责任。该终止不构成北京清醒异构科技有限公司放弃因未经授权使用The Wake Systems Co.Ltd资源可以采取的任何法律行动。供应商应及时赔偿北京清醒异构科技有限公司的设施或资源遭受的任何损失或损坏。

If given authorization to utilize The Wake Systems Co.Ltd facilities or resources (including, without limitation, offices, computers, telephones and networks), Supplier agrees to use such facilities or resources strictly for performing its obligations hereunder. Immediately upon expiration or termination of this Agreement for any reason, Supplier shall return any and all The Wake Systems Co.Ltd resources, including but not limited to laptop(s) and other electronic devices, provided by The Wake Systems Co.Ltd for the provision of Services hereunder. If Supplier misuses any The Wake Systems Co.Ltd resources, The Wake Systems Co.Ltd may in addition to all other available remedies immediately terminate this Agreement, in whole or in part, without further obligation or liability to Supplier. Upon such termination, The Wake Systems Co.Ltd does not waive any possible legal action arising from the unauthorized use of The Wake Systems Co.Ltd resources. Supplier will promptly reimburse The Wake Systems Co.Ltd for any loss or damage to such facilities or resources.

* 1. *广告和营销Advertising & Marketing.*

 各方同意，未经另一方事先书面批准，不得通过任何新闻稿、公告或者营销或销售活动，公布或促使传播与另一方或本协议有关的任何信息。

Each Party agrees that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information that relates to the other Party or this Agreement without the prior written approval of the other Party.

* 1. *可提供记录Records Available.*

 供应商必须保存与其在本协议项下义务的履行相关的会计记录。该等记录应依照公认会计准则编制，自编制之日起至少保存六（6）年。在北京清醒异构科技有限公司合理通知后，必须应要求将所有该等记录在合理地点和正常工作时间内，提供给北京清醒异构科技有限公司或其授权代表。

Supplier must keep detailed accounting records relating to Supplier’s performance under this Agreement that are prepared and maintained on the basis of generally accepted accounting principles, for a period of six (6) years after the creation of the record. All such records must be made available to The Wake Systems Co.Ltd or its authorized representative upon request, with reasonable notice and at a reasonable location, and during normal business hours.

* 1. *小费Gratuities.*

 供应商不得直接或间接向北京清醒异构科技有限公司的任何员工、代理人或代表支付任何现金或非现金小费或款项，以便获得北京清醒异构科技有限公司的任何业务，或就与北京清醒异构科技有限公司之间的任何合同或订单影响该等人士。任何该等行为视为严重违反本协议。

Supplier will not directly or indirectly offer or give to any The Wake Systems Co.Ltd employee, agent, or representative any cash or non-cash gratuity or payment with a view toward securing any business from The Wake Systems Co.Ltd or influencing such person with respect to any contracts with or order from The Wake Systems Co.Ltd. Any such action shall be a material breach of this Agreement.

* 1. *可分割Severability.*

 本协议的每个条款均应以使该条款在适用法律项下有效的方式解释。但是，如果本协议的任何条款变得或被拥有管辖权的任何法院或裁判庭宣布不合法，或因其他原因变得不可强制执行，视为该条款从本协议中删除，本协议的所有其他条款依然完全有效。

Each term of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, in the event that any of the terms of this Agreement becomes or is declared illegal by any court or tribunal of competent jurisdiction, or becomes otherwise unenforceable, such term shall be deemed deleted from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

* 1. *效力持续Survivability.*

 除履行进一步服务和为该等服务支付报酬的义务终止之外，本协议的条款和条件在本协议因任何原因到期或终止后依然有效。

Except for termination of the obligations to perform further Services and to compensate for such Services, the terms and conditions of this Agreement shall continue and survive any expiration or termination of this Agreement.

* 1. *无弃权No Waiver of Rights.*

 任何一方未对另一方违反本协议条款的任何行为提出异议或采取肯定性行动的，不得理解为豁免该行为，或者豁免任何进一步违约或后续的不当行为。应交付物和/或服务的接受不得构成豁免任何适用保证。

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct. Acceptance of Deliverables and/or Services will not constitute a waiver of any applicable warranties.

* 1. *救济非排他性Remedies Not Exclusive.*

 除非另有明确相反约定，本协议规定的所有救济均非排他性，北京清醒异构科技有限公司有权寻求相关法律或衡平法项下的任何其他救济。

Except as specifically agreed to herein to the contrary, all remedies stated in this Agreement are not exclusive, and The Wake Systems Co.Ltd shall have the right to seek any additional remedies that may be available at law or in equity.

* 1. *变更Modification.*

 对本协议的任何变更或修改必须采用书面形式，并由双方各自的正式授权代表签字。任何其他行为、文件、习惯做法或习俗不得视为变更或修改本协议。双方同意，电子邮件不得构成本条款项下的书面签字。

This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party; no other act, document, usage, or custom shall be deemed to amend or modify this Agreement. The Parties agree that an email does not constitute a signed writing for purposes of this section.

* 1. *无第三方受益人No Third-Party Beneficiaries.*

本协议仅为双方及其各自的承继人和许可受让人的利益订立。本协议的任何明示或暗示规定均无意也不得将本协议项下或与本协议相关的法律或衡平法上任何性质的权利、利益或救济赋予任何其他主体。

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

* 1. *类似开发Similar Development.*

供应商理解和承认，北京清醒异构科技有限公司现在或将来可能开发或以其他方式取得或获得与服务或任何应交付物体现的产品、信息、概念、系统或技术相似或存在竞争的产品、信息、概念、系统或技术，本协议或任何文件资料的任何规定均未禁止北京清醒异构科技有限公司从事上述活动，也不得理解为声明北京清醒异构科技有限公司不得开发、取得或获得该等产品、信息、概念、系统或技术，前提是北京清醒异构科技有限公司不得因此违反其在本协议项下的任何义务。

Supplier understands and acknowledges that The Wake Systems Co.Ltd may currently or in the future be developing, or otherwise acquiring or receiving, products, information, concepts, systems or techniques similar to or competing with products, information, concepts, systems or techniques embodied in the Services or any Deliverable. Nothing in this Agreement or any Documentation will prohibit The Wake Systems Co.Ltd from doing the foregoing or be construed as a representation that The Wake Systems Co.Ltd will not be involved in the development, receipt or acquisition of such products, information, concepts, systems or techniques, provided that The Wake Systems Co.Ltd does not violate any of its obligations under this Agreement in connection with such development, receipt or acquisition.

* 1. *业务连续性和灾难恢复Business Continuity and Disaster Recovery.*

供应商应编制书面形式的灾难恢复计划，说明供应商在发生任何营业中断时，将采取哪些措施确保依照本协议的要求继续向北京清醒异构科技有限公司提供服务和/或应交付物。该计划应在本协议签署后的三十（30）日内提交北京清醒异构科技有限公司批准。供应商应当至少每年更新灾难恢复计划，并将更新后的计划按照与原计划相同的方式提交北京清醒异构科技有限公司批准。供应商应依照行业标准，保持和测试每项灾难恢复计划。供应商未及时提供和更新灾难恢复计划的，构成严重违反本协议。发生任何营业中断时，供应商应：(i) 立即书面通知北京清醒异构科技有限公司；(ii) 至少每天向北京清醒异构科技有限公司提交状态报告，详细说明营业中断情况、当时对服务和/或产品的影响以及供应商采取的补救措施的状态，直至该营业中断完全解决为止；(iii)依照业务连续性计划规定的时间表恢复服务；以及(iv)向北京清醒异构科技有限公司提供继续获得服务和/或应交付物应遵循的操作程序。

Supplier will prepare a written “Disaster Recovery Plan” describing the measures taken by Supplier to ensure the continued supply of Services and/or Deliverables to The Wake Systems Co.Ltd pursuant to the requirements of this Agreement in the event of any Business Interruption. Such plan will be submitted to The Wake Systems Co.Ltd for The Wake Systems Co.Ltd’s approval within thirty (30) days of the execution of this Agreement. The Disaster Recovery Plan will be updated at least annually by Supplier and such updates will be provided to The Wake Systems Co.Ltd for approval in the same manner as the original plan. Supplier shall maintain and test each Disaster Recovery Plan in accordance with industry standards. Supplier’s failure to provide and update the Disaster Recovery Plan in a timely manner will be a material breach of this Agreement. Upon the occurrence of a Business Interruption, Supplier shall: (i) immediately notify The Wake Systems Co.Ltd in writing, (ii) provide The Wake Systems Co.Ltd at least daily with status reports detailing the Business Interruption, the then current effect on the Services and/or products and the status of Supplier’s remediation efforts until full resolution of the relevant Business Interruption, (iii) restore the Services in accordance with the timeframes set out in the Business Continuity Plan and (iv) provide The Wake Systems Co.Ltd with operating procedures for The Wake Systems Co.Ltd to follow in order to continue to receive Services and/or Deliverables.

* 1. *附件Exhibits.*

 本协议的条款还包括下列附件、附录或附表中描述的附加条款：

The terms of this Agreement also include those additional terms described in any exhibit, appendix, addendum, or attachment referenced below:

不适用Not Applicable

该等文件均以引用形式并入本协议，构成本协议不可分割的一部分。

Each such document is incorporated by reference into and considered an integral part of this Agreement.

* 1. *完整协议Entire Agreement.*

 本协议和并入本协议或本协议提及的任何附件或其他文件，以及所有订单和《工作说明》的条款和条件，构成双方有关本协议约定事项的完整协议，替代此前或同期与本协议约定事项有关的所有书面或口头协议或声明。如果与本协议的明确条款存在任何冲突或不一致，在对于解决该冲突必要的范围内，本协议的条款替代任何《工作说明》或订单中存在冲突或不一致的任何条款和条件。尽管有上述规定，本协议的某些附件可能明确规定该附件的条款和条件，在对于解决冲突必要的范围内，替代本协议或任何《工作说明》中存在冲突或不一致的任何条款和条件。本协议可以签署一份或多份相同文本，每份文本均应视为原件，所有文本构成同一份文件；但是，任何文本必须与另一方要求的对应文本配对后方可生效。本协议经双方各自的授权代表签字和加盖双方各自的公章/合同专用章（如适用）之后生效。

This Agreement and any exhibits or other documents incorporated or referenced herein, and the terms and conditions in each Order and SOW, constitute the complete agreement between the Parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. Where there is any conflict or inconsistency with the express terms in this Agreement, the terms of this Agreement shall supersede such conflicting or inconsistent terms and conditions in any SOW or Order to the extent necessary to resolve such conflict; notwithstanding the foregoing, certain exhibits to this Agreement may specify that the terms and conditions in such exhibits supersede any conflicting or inconsistent terms and conditions in this Agreement or an SOW to the extent necessary to resolve such conflict. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and together constitute one and the same instrument; provided that no counterpart shall be effective until paired with the corresponding counterpart required by the other Party. This Agreement shall come into effect upon signing by authorized representatives and affixing of company/contract chops (if applicable) of both parties.

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| **北京清醒异构科技有限公司****The Wake Systems Co.Ltd** |  | **供应商****Supplier** |
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| **授权代表Authorized Signature** |  | 授权代表Authorized Signature |
|  |  |       |
| **姓名Print Name** |  | 姓名Print Name |
|  |  |       |
| **职务Title** |  | 职务Title |
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| **日期Date** |  | 日期Date |