

COLIBRIUM ADDITIVE TERMS OF SALE - ON DEMAND SERVICES 通用电气增材销售条款 – 随选服务

These terms (the “Terms”) govern the provision of services (parts and labor) relating to additive manufacturing equipment pursuant to written quotations issued by {{CONTRACT_GE_CONTRACTING_ENTITY}} (“GE”) and accepted by {{CONTRACT_CUSTOMER_CONTRACTING_ENTITY1}} (“Customer”) in accordance with these terms. “GE”) and Customer being collectively referred to as the “Parties”.

本条款（以下简称为“本条款”）适用于依照书面报价提供、与增材制造设备相关的各项服务（零部件与人工）；该书面报价由{{合同_通用电气_订约_单位}}（以下简称为“通用电气”）根据本条款发出，并由{{合同_客户_订约_单位 1}}（以下简称为“客户”）根据本条款接受；“通用电气”与“客户”统称为“双方”。

Once a Quotation (as defined below) is accepted for On Demand Services (as defined below) in accordance with Article 1 of the Terms, the Terms will form a binding the agreement (the “Agreement”) between the Parties in respect of such On Demand Services.

如按照协议条款第 1 条的规定接受了有关随选服务（定义见下文）的报价（定义见下文），则本条款应当构成双方之间就该等随选服务达成的具有约束力的协议（以下简称为“协议”）。

The Terms apply to the exclusion of all other terms (including, without limitation, any terms incorporated or referenced to in the Customer’s purchase order).

本条款的适用排除了其他条款（包括但不限于在客户采购订单中包含或引述的任何条款）。

1. On Demand Support Services 随选支持服务

A. Covered Products 适用产品

This Agreement only applies in respect of additive manufacturing hardware (and embedded software that is licensed with the purchase of hardware) manufactured by GE or any of GE's affiliates (the “Covered Products”).

本《协议》仅适用于通用电气或通用电气任何关联公司所生产的增材制造硬件（以及因购买硬件而获得许可的嵌入式软件）（以下简称为“适用产品”）。

Software developed by a third party and hardware and embedded software that is licensed with the purchase of the hardware manufactured by a third party (collectively, “Third Party Product”) are expressly excluded from the scope of this Agreement.

由第三方开发的软件以及通过购买第三方制造的硬件而获得许可的硬件和嵌入式软件（以下统称为“第三方产品”）明确排除在本《协议》范围之外。

B. Scope of On Demand Support Services

PROPRIETARY INFORMATION NOTICE

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随选支持服务范围

GE may issue Customer with quotations (the “Quotation”) in respect of services (which may include maintenance, Parts, labor, software or training) which Customer has requested be provided in respect of the Covered Products (the “Quoted On Demand Support Services”). The Quotation will set out the scope of work and/or parts required and associated price and payment terms for the relevant Quoted On Demand Support Services. For the avoidance of doubt, nothing in this Agreement obliges GE to issue any Quotation.

通用电气可以就客户要求针对适用产品提供的服务项目（可以包括维护、零部件、人工、软件或培训）（以下简称为“报价随选支持服务”）向客户发出报价单（以下简称为“报价单”）。在报价单中应列明所需要的工作范围和/或零部件，以及相关报价随选支持服务的价格和付款方式。为了避免产生疑问，本《协议》的任何内容均未要求通用电气发出任何报价单。

Customer may accept a Quotation in writing by referring to: (i) the Quotation (such accepted Quoted On Demand Support Services set out in the Quotation being “On Demand Support Services” for the purposes of this Agreement); and (ii) the relevant then current PO, provided always that any terms set out on any acceptance by Customer, whether within any Customer standard terms and conditions or otherwise, shall not apply and shall be disregarded for the purposes of the On Demand Support Services.

客户可以参照以下文件、以书面形式接受报价：(i)报价单（就本《协议》而言，在报价单中列明的报价随选支持服务属于“随选支持服务”；以及(ii)相关现行采购订单；但是，不论是否处于任何客户标准条款和条件的范围内，在客户接受报价时所列明的任何条款均不应适用于随选支持服务，并且应当针对随选支持服务予以忽略。

Once a Quotation has been accepted by the Customer in accordance with the above process, GE agrees to perform the On Demand Support Services set out in such Quotation subject to the terms of this Agreement and any specific terms set out in the Quotation.

如客户按照上述流程接受了报价单，则通用电气同意按照本《协议》条款以及报价单中列明的任何具体条款执行在该报价单中规定的各项随选支持服务。

GE shall not be required to perform:

通用电气无须执行：

1. any services or provide any parts which are not specifically set out in an accepted Quotation. Any additional work will be subject to an additional Quotation; and 在所接受的报价单中未明确规定的任何服务或提供在所接受的报价单中未明确规定的任何零部件。任何额外工作均应以附加报价单为准；及
2. any Quoted On Demand Support Service unless Customer has issued a PO with a remaining un-invoiced balance which exceeds the amount which will be due in respect of the relevant Quoted On Demand Support Services.

任何报价随选支持服务，除非客户已发出采购订单，并且其剩余未开票余额超过了相关报价随选支持服务的应付金额。

The initial PO to be issued by Customer will be in the amount agreed in writing with GE. Customer will issue such initial PO upon execution of this Agreement. If GE notifies Customer that the amount due in respect of Quoted On Demand Support Services exceeds the un-invoiced balance of the then current PO, Customer will issue a further PO in an amount agreed in writing with GE in respect of Quoted On Demand Support Services.

由客户发出的初始采购订单应当以与通用电气书面约定的金额为准。客户应当在本《协议》签订后发出初始采购订单。如果通用电气告知客户，报价随选支持服务的应付金额超过了现行采购订单的未开票余额，则客户应当按照与通用电气书面约定的金额，针对报价随选支持服务另行发出采购订单。

Unless otherwise agreed in a Quotation, all On Demand Support Services shall be provided during normal business hours (Saturday, Sunday and public holidays excluded) of the country of incorporation of GE.

除非在报价单中另有约定，所有随选支持服务均应在通用电气所在国家的正常营业时间（周六、周日和公众节假日除外）内提供。

C. Customer Obligations

客户义务

Customer must:

客户必须:

- a. maintain power quality, grounding, temperature, humidity and repairs due to power anomalies, all as necessary for Products to operate within OEM specifications;
保持电源质量、接地、温度、湿度，进行电源异常所导致的维修作业，以及确保产品在原始设备制造商技术规格范围内运行所需要的全部作业；
- b. ensure labeling complies with all applicable laws and regulations;
确保标签符合所有适用的法律法规；
- c. ensure that only duly qualified persons are permitted to operate and perform maintenance services on the Covered Products at all times;
确保在任何时候，仅允许有资格的人员对适用产品进行操作和维护服务；
- d. properly store, transport, and dispose of any waste items (including, without limitation, scrapped parts or waste powder or consumables or hazardous waste) generated in the course of GE's services in accordance with all applicable laws and regulations, and qualify as the sole "generator" of any such wastes;
按照所有适用的法律法规，妥善储存、运输和处置在通用电气服务过程中所产生的任何废弃物（包括但不限于报废零部件、或废弃粉末或消耗品或危险废弃物），并取得作为任何该类废弃物唯一“产生者”的资格；
- e. timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, approvals required to receive or use controlled or reactive materials, and foreign exchange authorizations / registrations, required for the lawful performance of services at the site or fulfillment of Customer's obligations, except that GE shall obtain any license or registration necessary for GE to generally conduct business and visas or work permits, if any, necessary for GE's personnel;
及时获取、完成在现场依法执行各项服务或履行客户义务所需要的任何必要许可、执照、豁免、备案、登记和其他授权，并保持其有效性，包括但不限于建筑和环境许可、进口许可、环境影响评估、接收或使用受控或活性材料所需要的批准、以及外汇交易授权/登记；但是，通用电气应当获得通用电气在正常情况下开展业务所必需的任何许可或注册，以及通用电气工作人员所必需的签证或工作许可（如有）；

- f. provide access to Covered Products and all relevant Customer persons as required to enable performance of the On Demand Support Service;
根据需要允许使用适用产品并接触所有相关客户人员，以便执行“随选支持服务”；
- g. provide standard tools and a sufficient quantity of consumables and powder required in order to perform the relevant On Demand Support Services provided that Customer shall indemnify GE, its employees and agents, for any and all claims, damages, losses, and expenses arising out of or relating upon injury to persons (including death) or damage to property resulting from operation of tools at site by GE's personnel;
提供所需要的标准工具以及足够数量的消耗品和粉末，以执行相关的随选支持服务；但是，客户应当就通用电气人员在现场操作工具导致的人身伤害（包括死亡）或财产损失所引起的或相关的任何及所有索赔、损害、损失、和费用，对通用电气、及其员工和代理人进行赔偿；
- h. not install, change or remove any programs on the machine computer without GE's prior written approval; and
未经通用电气的预先书面批准，不得在机器计算机上安装、更改或删除任何程序；及
- i. Securely store any parts supplied by GE in advance of the performance of any services (the “Consigned Parts”) and make these parts available to GE's personnel immediately upon demand to enable performance of the services. In the event that any Consigned Parts are not so made available to enable GE to perform the On Demand Support Services, GE shall be deemed to have completed the On Demand Support Services to which such Consigned Parts relate, all amounts payable in respect of such On Demand Support Services shall become due and GE shall not be required to re-perform such On Demand Support Services; and
在执行任何服务之前安全存放通用电气提供的任何零部件（以下简称为“寄存零部件”），并在需要时立即向通用电气人员提供该等零部件，以确保能够执行各项服务。如果未提供任何寄存零部件、以确保通用电气能够执行随选支持服务，则通用电气应被视为完成了与该等寄存零部件相关的随选支持服务，针对该等随选支持服务的所有应付款项应当立即到期支付，而通用电气无须重新执行该等随选支持服务；及
- j. if GE is required to access Customer's network to provide the Services, provide network and Covered Product security, virus protection, backup, data integrity, and recovery of data, images, software, or equipment. GE is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.
如果通用电气需要接入“客户”网络以提供各项服务，则应提供网络并确保适用产品的安全、病毒防护、备份、数据完整性、以及数据、图像、软件或设备的恢复。通用电气无须负责恢复丢失或损坏的数据或图像。任何一方均不应承担因未经授权访问网络或使用产品而造成的损害，即使某一方采取了合规的安全措施。

D. Return For Repair 返修

Prior to shipping any Covered Product or part thereof to GE for repair, Customer will back up and remove data stored on the Covered Product. Customer is responsible for damage during shipment to GE. GE may remove data stored on the Covered Product prior to sending it back to Customer and will provide standard shipping.

在将任何适用产品或部分适用产品运送到通用电气进行维修之前，客户应当备份并删除在适用产品上存储的数据。在运送到通用电气的过程中发生的损坏应当由客户负责。在将其送回客户之前，通用电气可以删除在适用产品上存储的数据，并提供标准运输。

E. Title to Replaced Parts

更换零部件的所有权

Title to all parts which are removed and replaced with a part provided by GE pursuant to the On Demand Support Services will be transferred to GE upon the incorporation of the replacement part. If GE directs customer to scrap a part which has been removed or replace with a part provided by GE pursuant to the On Demand Support Services, customer shall scrap such part in accordance with applicable law and regulations as soon as reasonably practicable.

对于按照随选支持服务拆除并利用通用电气提供的零部件予以更换的所有零部件，其所有权应当在整合到更换部分时转移至通用电气。如果通用电气指示客户报废已按照随选支持服务拆除或利用通用电气提供的零部件予以更换的某一零部件，则客户应当在合理可行的情况下尽快按照适用的法律法规报废该零部件。

F. Used Serviceable Material

使用过的可用材料

GE may install used serviceable parts in the performance of the On Demand Support Services. 通用电气可以在执行随选支持服务时安装使用过的可用零部件。

G. Substitution of Replacement Parts

更换零部件的替代品

GE may replace parts with revised, modified or upgraded parts (which may have a different part number to the one it is replacing) in performance of On Demand Support Services. GE shall notify Customer in the event that a part is replaced with a revised, modified or upgraded part.

在执行随选支持服务时，通用电气可以用经过修订、修改或升级的零部件（可能与其更换的零部件具有不同的零部件号）更换零部件。如果使用经过修订、修订或升级的零部件更换了某一零部件，则通用电气应当告知客户。

H. Additional Terms Applicable to Parts

适用于零部件的附加条款

Any Parts supplied pursuant to this Agreement will be subject to the additional terms set out below.

根据本《协议》提供的任何零部件均应受下列附加条款的约束。

In this Agreement:

在本《协议》中：

“Parts” means either (a) physical parts or hardware; or (a) Software (as defined in Article 5 E);

“零部件”是指：(a)物理零部件或硬件；(b)软件（定义见第5E条）；

“Installed Parts” means any Parts which are to be installed by GE’s personnel pursuant to this Agreement; and

“安装零部件”是指应由通用电气人员根据本《协议》安装的任何零部件；及

“Spare Parts” means all Parts other than Installed Parts.

“备件”是指除安装零部件以外的所有零部件。

1. Spare Part Terms

备件条款

- a. GE will deliver each Spare Part in accordance with sub-paragraph b. below on the date notified to Customer in writing subject to Article 12 (Force Majeure); 在遵照第 12 条（不可抗力）规定的前提下，通用电气应当在以书面形式向客户告知的日期，按照下文第 b 款规定交付所有备件；
- b. Title and risk to Spare Parts will pass to Customer immediately at the time and place that the Spare Parts are handed over by GE or GE's affiliate to the first freight forwarder. Delivery as specified in the relevant Quotation (or if delivery terms are not specified with the Quotation delivery will take place [FCA (Free Carrier)/DAP (Delivered At Place)] INCOTERMS 2020 at GE's facility or GE's affiliate's facility (as applicable); 在通用电气或通用电气的关联公司将备件移交给第一货运代理的时间及地点，备件的所有权和风险应当立即转移至客户。应当按照相关报价单的规定交付备件（或如果在报价单中未规定交付条款，则应当在通用电气场地或通用电气关联公司场地（根据情况适用）按照《2020 年国际贸易术语解释通则》[FCA（货交承运人）/DAP（目的地交付）价格条款]交付；
- c. Spare Parts will be subject to inspection by Customer for defects in quantity and non-conformity to the relevant Quotation and Customer will notify GE in writing of any defects or discrepancies within 30 calendar days of arrival at the Customer's facility. After such time, if no written notification has been received by GE, the Spare Part will be deemed to have been accepted by Customer; and 客户应当检查备件是否存在数量缺陷、以及是否不符合相关报价单；客户应当在运抵客户场地后 30 个日历日内，以书面形式向通用电气告知任何缺陷或差异情况。在此之后，如果通用电气没有收到任何书面通知，则应视为客户已接受了备件；及
- d. The prices exclude delivery (unless stated otherwise in the Quotation), insurance and customs costs and, as set out in Article 14, any applicable taxes. Customer agrees to pay these items. Customer shall be the importer of record of all Spare Parts to the extent required for the purposes of implementing the transaction. 上述价格不包括运费（除非在报价单中另有规定）、保险费和海关费用、以及第 14 条中规定的任何适用税费。客户同意支付该等费用。客户在实施交易所需时，应当作为所有备件的备案进口商。

2. Installed Part Terms

安装零部件条款

- a. GE will deliver each Installed Part in accordance with sub-paragraph b. below on the date notified to Customer in writing subject to Article 12 (Force Majeure); 在遵照第 12 条（不可抗力）规定的前提下，通用电气应当在以书面形式向客户告知的日期，按照下文第 b 款规定交付所有安装零部件；
- b. Delivery of Installed Parts will take place where and at the time when installation of the Installed Part takes place as specified in the relevant Quotation and title and risk will pass to Customer upon installation provided that GE may delivery Consigned Parts prior to the date on which the associated maintenance services are to be performed in which case such parts will be delivered CIP (Carriage and Insurance Paid) INCOTERMS 2020 to the Customer facility and risk will transfer upon such delivery with title transferring upon installation;

应当在相关报价单中规定的安装零部件安装地点和时间交付安装零部件，而其所有权和风险应当在安装时转移至客户；但是，在相关维护服务执行日之前，通用电气可以交付寄存零部件；在这种情况下，应当按照《2020年国际贸易术语解释通则》CIP 价格条款（运费和保险付至）将该等零部件交付至客户场地，而风险应当在交付时转移，所有权应当在安装时转移；

- c. Installed Parts will not be subject to inspection by Customer and will be deemed to have been accepted by Customer upon installation; and 安装零部件不需要客户检验，并且在安装时被视为已由客户接受；及
- d. The prices exclude delivery (unless stated otherwise in the Quotation), insurance and customs costs and, as set out in Article 14, any applicable taxes. Customer agrees to pay these items. Customer shall be the importer of record of all Installed Parts (including, without limitation, any Consigned Parts). 上述价格不包括运费(除非报价中另有规定)、保险费和海关费用，以及第14条中规定的任何适用税费。客户同意支付这些费用。客户应为所有已安装部件(包括但不限于任何寄售部件)的记录进口商。

2. Price And Payment 价格与付款方式

Customer will pay the prices set out in the relevant Quotation for the relevant On Demand Support Services and/or Parts in accordance with the payment terms of relevant Quotation.

客户应当按照相关报价单的支付条款，支付相关报价单中针对相关随选支持服务和/或零部件列明的价格。

If payment is late Customer will pay interest on the overdue amount. Interest will be applied on the overdue amount at a rate of 6% per annum (calculated and accruing on a daily basis until the overdue amount is paid in full). In addition, GE reserves the right to:

如果逾期付款，则客户应当支付逾期款项的利息。逾期款项的年利率为 6%（按天计算并累积，直至全额支付了逾期款项）。此外，通用电气有权：

- i. withhold delivery or performance of any Parts or On Demand Support Services pending payment of any overdue amounts from Customer under this Agreement or any other agreement between the Parties; and 在客户支付本《协议》项下或双方之间达成的任何其他协议项下的任何逾期款项之前，拒绝交付任何零部件或执行随选支持服务；及
- ii. vary future payment terms or require payment security where payments have been late or GE reasonably determines that future payments may not be made when due. 如果已逾期付款或通用电气合理确定未来款项无法在到期时支付，则更改未来支付条款或要求提供付款担保。

3. Warranty 保修

A. GE warrants that:
通用电气保证：

- i. the On Demand Support Services will be performed by trained individuals who have been certified/accredited by the relevant OEM in a professional and workmanlike manner;

应当由经过培训、并且在专业和工艺方面获得相关原始设备制造商认证/认可的人员执行随选支持服务；

- ii. **Parts (excluding Software) will be delivered free from defects in material, workmanship and title; and**
所交付的零部件（不包括软件）在材料、工艺和所有权方面不存在任何缺陷；及
- iii. **Software will be delivered free from major errors and will fundamentally conform to the service specification that is valid at the time of installation.**
所交付的软件不存在重大错误，并且基本上符合安装时有效的服务规范。

B. Each warranty will expire as follows:

每一项保修的到期日如下：

- i. **Parts and Software: 30 days from the date of delivery; and**
零部件和软件：自交付之日起 30 天；及
- ii. **On Demand Support Services: 30 days from the date of completion of performance.**
随选支持服务：自执行完成之日起 30 天。

C. The following conditions must be true for the warranties to apply:

保修必须符合以下条件：

- i. **the relevant Covered Product and any Parts have not been subject to any alteration, repair or modification without written authorization of GE;**
在未经通用电气书面授权的情况下，不得对相关适用产品以及任何零部件进行任何更改、维修或修改；
- ii. **the relevant Covered Product and any Parts have not been operated in a manner which is inconsistent with the OEM manuals or any other operational or maintenance instructions issued by the OEM; and**
相关适用产品以及任何零部件的操作方式不得与原始设备制造商手册或原始设备制造商发布的任何其他操作或维护说明书不符；及
- iii. **Customer has notified GE in writing of the defect within 30 days of its discovery.**
客户已在其发现缺陷后 30 天内以书面形式告知通用电气。

D. The sole and exclusive remedies for a breach of warranty are as follows:

对于违反保修情况的唯一和排他性补救措施如下：

- i. **Parts (excluding Software).** GE will at its option (following consultation with Customer) repair or provide a replacement for the defective or nonconforming Part. GE will not provide any services free of charge in connection with the removal or reinstallation of the defective or nonconforming Part and will only be required to provide a repaired or replacement Part. The warranty period for the repaired or replacement Part will be the remaining balance of the warranty period for the original Part.
零部件（不包括软件）。通用电气应当自行选择（在与客户协商后）修理或更换有缺陷或不合格的零部件。通用电气不应免费提供与拆卸或重新安装有缺陷或不合格零部件有关的任何服务，只需要提供已修理零部件或更换零部件。已修理零部件或更换零部件的保修期为原零部件保修期的剩余部分。
- ii. **Software.** GE will at its option (following consultation with Customer): (a) rectify the defect that is causing the major error or (b) change the program or exchange it with a functionally equivalent software so that fundamental conformity with the service specification is satisfied. If GE is unable to satisfactorily rectify or change the software within a reasonable period, GE will refund the applicable purchase price to Customer. The warranty period for the repaired or replaced Software will be the remaining balance of the warranty period for the original Software. Due to the nature of the Software,

Customer acknowledges and agrees that: GE cannot and does not make any representation or warranty that any cyber security Software will provide complete protection against all possible security vulnerabilities or intrusions.

软件。通用电气应当自行选择（与客户协商后）：(a)纠正导致重大错误的缺陷；或(b)更改程序或用具有相当功能的软件予以更换，以满足基本符合服务规范的要求。如果通用电气在合理期限内无法按照要求纠正或更改软件，则通用电气应当向客户退还适用的购买价款。已修理零部件或更换零部件的保修期为原零部件保修期的剩余部分。由于软件的性质，客户承认并同意：通用电气不能也不会做出任何网络安全软件可以针对所有可能的安全漏洞或入侵提供完整保护的声明或保证。

- iii. On Demand Support Services. GE will at its option: (a) re-perform the nonconforming portion; or (b) terminate the relevant portion of the Quotation and return the portion of the price paid for the nonconforming portion of the relevant On Demand Support Services.

随选支持服务。通用电气应当自行选择：(a)重新执行不合格部分；或(b)终止报价单的相关部分，并退还针对相关随选支持服务的不合格部分所支付的部分价款。

- E. Any Documents (as defined below) that are delivered under this Agreement are provided to Customer "as is" and GE makes no warranties, express or implied, or any representations to Customer or any third party regarding the usability, condition, operation, or fitness of the deliverable.

对于在本《协议》项下交付的任何文件（定义见下文），应当“按原样”提供给客户，而通用电气没有就交付成果的可用性、状况、操作或适用性向客户或任何第三方做出任何明示或暗示的保证或声明。

- F. The provisions in this Article 3 provide the exclusive remedies for all claims based on nonconformity of the On Demand Support Services or Parts. **GE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

本第3条规定了对于因随选支持服务或零部件不合格所引起的所有索赔给予的排他性救济。通用电气没有做出任何明示或暗示保证，尤其是没有针对适销性或某一特定用途的适宜性做出任何保证。

4. Protection of Confidential Information

保护保密信息

A. Nondisclosure

无披露

Each Party agrees to maintain in confidence the Confidential Information received from the disclosing Party, and to not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party. Further, the Parties agree to use such Confidential Information only for the purposes of this Agreement. A Party may disclose Confidential Information to employees and consultants on a need-to-know basis for use in accordance with this Agreement, provided such persons are under obligations of confidentiality and non-use at least as restrictive as this Agreement. The foregoing obligations shall not apply to Confidential Information that (a) is known or available to the receiving Party before receipt from the disclosing Party, (b) becomes known or available to the receiving Party from sources other than the disclosing Party, which sources did not acquire or disclose such Confidential Information by a wrongful act, (c) is or becomes part of the general public knowledge without breach of

obligations under this Agreement, (d) is, as demonstrated by written evidence, independently developed by employees or agents of the receiving Party who do not have access to the Confidential Information of the disclosing Party or (e) is disclosed pursuant to judicial or regulatory action, provided Customer provides GE with prompt notice thereof and a reasonable opportunity to take protective measures.

各方同意对从披露方获得的保密信息予以保密，并且未经披露方的预先书面同意，不得向任何第三方披露该等保密信息。此外，双方同意仅为本《协议》之目的使用该等保密信息。一方可以在需要知晓的情况下向员工和顾问披露保密信息，以便根据本《协议》的规定予以使用；但是，该等人员应当承担至少与本《协议》同样严格的保密和禁用义务。前述义务并不适用于以下保密信息：(a)在从披露方获得之前，接收方已经知晓或获得的保密信息；(b)接收方从披露方以外的其他来源知晓或获得的保密信息，并且该等来源并未通过不法行为获取或披露该等保密信息；(c)在没有违反本《协议》项下义务的情况下，已经或将会为公众所知晓的保密信息；(d)通过书面证据证明，由无权获得披露方保密机密信息的接收方员工或代理独立开发的保密信息；或(e)根据司法或监管行动披露的保密信息；但是，客户应当及时告知通用电气，并提供采取保护措施合理机会。

B. Confidentiality of this Agreement

本《协议》的保密性

The Parties agree not to disclose the existence of this Agreement or any terms or conditions of this Agreement to any third party without the prior written consent of the other Party, except as required by applicable law.

双方同意，未经另一方预先书面同意，不向任何第三方披露本《协议》的存在或本《协议》的任何条款或条件，但适用法律要求的除外。

C. Deliverables

可交付成果

Customer agrees that deliverables that may be provided pursuant to this Agreement (including, without limitation, online help functions, user instructions, manuals and other technical or operational documents (the "Documents")) embody GE's Confidential Information. Customer shall not analyze or cause to be analyzed the deliverables provided pursuant to this Agreement for reverse engineering or to determine their physical or chemical properties, and shall not copy, decompile, or reverse engineer Software.

客户同意，根据本《协议》提供的可交付成果（包括但不限于在线帮助功能、客户说明、手册、以及其他技术或操作文件（以下简称为“文件”））包含通用电气的保密信息。客户不得为逆向工程或为确定其物理或化学性质而分析或促使分析根据本《协议》提供的可交付成果，也不得对软件进行复制、反编译或逆向工程。

D. License Registration

许可注册

Online registration as a licensee may be required for receipt of Software or Documentation. 如要收取软件或文件，可能需要在线注册为被许可人。

E. Software License

软件许可

- i. GE hereby grants Customer a limited, non-transferable, non-sublicensable, non-exclusive license to use the data processing software programs ("Software") provided by GE or any of its affiliates with each machine strictly in accordance with this Article 4 E.

通用电气在此向客户授予一项有限、不可转让、不可再许可、非排他性的许可，以允许客户严格按照本第 4E 条的规定，在每台机器上使用通用电气或其任何关联公司提供的数据处理软件程序（以下简称为“软件”）。

- ii. Customer may use the Software solely for the purpose of operating machines to manufacture additive parts. In connection with this purpose, use of the Software by Customer includes copying or saving Software and data in the data processing unit, executing programs, data processing and making copies in machine readable format, and connecting Software with other data processing programs.

客户仅可将软件用于操作机器，以制造增材零部件。为此目的，客户对软件的使用包括复制或保存数据处理单元中的软件和数据，执行程序，以机器可读格式进行数据处理和复制，以及将软件与其他数据处理程序连接。

- iii. The Customer will not: (i) make any changes, translations of other amendments to the Software, (ii) make any back translation of the Software in the form of source programs or in other forms, or (iii) change any protection or ownership notices in the Software, such as copyright notices and reservations of rights (and Customer shall retain all such notices in any copies made by Customer).

客户不得：(i)对软件进行任何更改、翻译或其他修改；(ii)以源程序的形式或以其他形式对软件进行任何反向翻译；或(iii)更改软件中的任何保护或所有权通知，例如版权通知和权利保留（客户应在其制作的任何副本中保留所有此类通知）。

- iv. Customer will not grant access to the Software in any form to any third party without the prior written consent of GE.

未经通用电气的预先书面同意，客户不得以任何形式授权第三方使用软件。

- v. The Customer will not transfer the Software or the license under this Article 4 E, or permit the use of Software by a third party, without the prior written consent of the Relevant GE Entity. Any attempted transfer or use without GE consent will be void. 未经相关通用电气单位的预先书面同意，客户不得转让软件或本第 4E 条项下的许可，也不得允许第三方使用软件。任何未经通用电气同意的转让或使用均属无效。

- vi. If the Customer intends to directly or indirectly transfer ownership of a machine with the Software to a third party (whether by sale, merger, consolidation, change of control/ownership of Customer, dissolution or otherwise), then Customer shall promptly inform GE of the intended transfer, and the transfer will be subject to the prior written consent of GE (such consent not to be unreasonably withheld).

如果客户有意将装有软件的机器的所有权直接或间接转让给第三方（无论是通过出售、兼并、合并、变更客户控制权/所有权、解散或其他方式），则客户应当及时将转让意向告知通用电气，并应预先获得通用电气的书面同意（不得无故拒绝授予同意）。

5. Patent Indemnity 专利赔偿

- A. GE will handle, at its expense, all claims brought against Customer that use of any Parts or other deliverables (including, without limitation, any Documents) or the provision of the On Demand Support Services (the "Relevant Intellectual Property") provided under this Agreement infringes a U.S. patent. Customer will promptly notify GE in writing of such claims and give GE authority, information, and assistance for the defense of such claims.

通用电气应自费处理因使用在本《协议》项下提供的任何零部件或其他可交付成果（包括但不限于任何文件）或提供随选支持服务（“相关知识产权”）侵犯美国专利而对客户提

出的所有索赔。客户应当及时以书面形式向通用电气告知该等索赔情况，并向通用电气提供权限、信息和协助，以便对该等索赔进行辩护。

- B. Should a court restrict Customer's use of Relevant Intellectual Property pursuant to a claim according to Article 5A, GE will, at its option, use commercially reasonable efforts to (i) procure for Customer the right to continue using such Relevant Intellectual Property; or (ii) replace or modify the Relevant Intellectual Property so it becomes non-infringing.

如果法院根据第 5A 条中说明的索赔情况，限制客户使用相关知识产权，则通用电气应当根据其选择，尽其在商业上合理的努力：(i)为客户获得继续使用该等相关知识产权的权利；或(ii)替换或修改相关知识产权，以确保其不再侵权。

- C. The remedies described in Articles 5A and 5B above do not apply to any i) Relevant Intellectual Property that has been modified, combined with other items not provided by GE, or not used by Customer for their intended purpose, or ii) any third party-owned intellectual property.

上文第 5A 条和第 5B 条中说明的各项救济并不适用于任何：i)已被修改、与并非通用电气提供的其他产品组合在一起、或客户未用于预期用途的相关知识产权；或 ii)任何第三方拥有的知识产权。

- D. The obligations recited in this Article constitute the sole and exclusive liability of GE for actual or alleged patent infringement.

在本条中列举的各项义务构成通用电气对实际或涉嫌专利侵权的唯一和排他性责任。

6. Indemnification for Customer Produced Items

对客户生产产品的赔偿

Customer will be solely responsible for:

客户应当全权负责：

- A. the use made of the Services and any additive manufacturing machine; and
各项服务以及任何增材制造机器的使用；及
- B. the design, validation, compliance with applicable law, regulations or trade or industry standards and quality and performance and manufacture of any item produced for or on behalf of Customer with any Covered Product; and

为客户或代表客户通过利用任何适用产品所生产的任何产品的设计、验证、对适用法律、法规或贸易或工业标准的符合性、质量、性能和制造；及

GE will have no liability with respect to the matters referred to in paragraphs A or B above. The items in paragraph (B) above are collectively referred to as "Items" in this Agreement.

通用电气对上文第 A 款或第 B 款中述及的事项概不负责。上文第(B)款中的产品在本《协议》中统称为“产品”。

Customer shall have exclusive responsibility for reviewing, verifying, and approving all designs, documentation, and validation of suitability and performance characteristics of such Items and monitoring and validation of the performance of additive manufacturing machines when producing any Item. Upon demand by GE, Customer will indemnify GE (and any of its affiliates including General Electric Company and any other GE Additive company or any of their related persons) against (1) any claims or costs, including, without limitation, any costs of their defense of claims or other allegations, including attorneys' fees and costs, that may arise from, or in any way relate to, any alleged act or omission of Customer, including, without limitation, any breach of this Agreement or from the use, misuse, or failure

of any Item or additive manufacturing machine); and (2) any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's tools or equipment or the site prior to the commencement of GE's Services; (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released on the site by parties other than GE.

客户应当全权负责对该等产品的所有设计、文件、适用性确认和性能特征进行审核、验证和批准，并在生产任何产品时对增材制造机器的性能进行监控和验证。如通用电气提出要求，则客户应当就以下各项对通用电气（及其任何关联公司，包括通用电气公司、以及任何其他通用电气增材公司或其任何相关人员）进行赔偿：(1)客户的任何指控作为或不作为（包括但不限于对本《协议》的任何违反，或任何产品或增材制造机器的使用、误用、或故障）所引起的，或以任何方式与之相关的任何索赔或费用（包括但不限于对索赔或其他指控进行辩护的任何费用，包括律师费用和开支）；以及(2)在目前或过去符合以下条件的任何危险物质引起的或相关的任何及所有索赔、损坏、损失、和费用：(i)在开始执行通用电气各项服务之前存在于或涉及客户工具或设备或场地；(ii)客户或客户员工、代理、承包商或分包商不当处理或处置；或(iii)由通用电气以外的各方在现场带来、产生、生产或释放。

7. **Limitation of Liability**

责任限度

GE WILL NOT BE LIABLE FOR LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT OR SYSTEMS, INTERRUPTION OF BUSINESS, DOWNTIME COSTS, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARE FORESEEABLE TO GE. GE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PRICE FOR THE PART OR SERVICE THAT IS THE BASIS FOR THE CLAIM. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

无论通用电气是否可以预见，通用电气对于利润或收入损失、设备或系统的使用损失、业务中断、停机费用、或任何其他特殊、间接、从属或惩罚性损害概不负责。通用电气在本《协议》项下的最大责任不得超过作为索赔依据的零部件或服务的价格。即使有限救济未能达到其基本目的，责任限度也应适用。

8. **Term**

有效期

Subject to the termination provisions below, this Agreement shall remain in force until completion of the On Demand Services to which this Agreement relates GE.

根据以下终止规定，在本《协议》项下与通用电气有关的随选支持服务完成之前，本《协议》应当保持有效。

9. **Termination**

终止

If a Party is in material breach of this Agreement (which in the case of the Customer includes, without limitation, not paying any amounts when due or becomes insolvent or subject to any insolvency proceeding in any jurisdiction), then the other Party may terminate the Agreement by providing written notice. GE may terminate this Agreement for convenience upon 30 days' notice. In the event of termination pursuant to this Article 9, this Agreement and any Quotations shall cease to apply with immediate effect provided that Customer will pay all amounts due within 5 days of termination in respect

of such On Demand Support Services which have been provided or which GE has provided in part as at the date of termination.

如果一方严重违反本《协议》（对于客户而言，包括但不限于未支付任何到期款项或资不抵债或在任何司法管辖区进行任何破产程序），则另一方可以通过发出书面通知的方式终止本《协议》。通用电气可提前 30 天通知终止本《协议》。如果根据第 9 条的规定终止本《协议》，则本《协议》及任何报价单应当立即终止适用；但是，客户应当在终止后 5 天内支付针对截至终止之日通用电气已提供或部分提供的随选支持服务而应当支付的所有款项。

The following shall survive termination of this Agreement: (i) Article 4 (Confidentiality); (ii) Article 7 (Indemnification for Customer Produced Items); (iii) Article 7 (Limitation of Liability); (iv) Article 10 (Compliance with Laws & Governmental Authorizations); (v) Article 11 (Customer Insurance); (vi) Article 14 (Taxes); (vii) Article 15 (Non-Solicitation); (viii) Article 16 (Disputes); (ix) Article 17 (Governing Law); and (x) Article 18 (Miscellaneous).

本《协议》终止后，下列条款应继续保持有效：(i) 第 4 条（保密）；(ii) 第 7 条（对客户生产产品的赔偿）；(iii) 第 7 条（责任限度）；(iv) 第 10 条（符合法律和政府授权）；(v) 第 11 条（客户保险）；第 14 条（税费）；第 15 条（禁止招揽）；(viii) 第 16 条（争议）；(ix) 第 17 条（管辖法律）；(x) 第 18 条（其他事项）。

10. Compliance with Laws & Governmental Authorizations

符合法律和政府授权

Each of the Parties will comply with all of their respective legal and regulatory obligations applicable to the performance of this Agreement or use of the machines or manufacture of any Item (including without limitation, any import and export laws and regulations) provided that Customer shall, to the extent permitted by applicable law or regulation, be or act as the manufacturer of record for each Item with respect to all regulatory authorities (for example, the U.S. Food & Drug Administration) and compliance with manufacturing practices that such authorities may require (as applicable). GE will not deliver, install, service or train if it discovers Covered Products have been or are intended to be used contrary to this Agreement.

各方均应遵守各自适用于本《协议》履行或机器使用或任何产品制造的所有法律和监管义务（包括但不限于任何进出口法律和法规）；但是，在适用法律或法规允许的范围内，客户应当在所有监管机构（例如：美国食品药品监督管理局）成为或担任各项产品的备案生产商（根据情况适用），并应遵守该监管机构所要求的生产质量规范。如果通用电气发现适用产品已经或准备用于违反本《协议》的用途，则通用电气不会进行交付、安装、维修或培训。

Both Parties shall comply with: (a) all applicable laws, regulations and legal obligations (“General Laws”); and (b) all applicable customs, export control, import control, and sanctions laws, regulations, and orders, including but not limited to: (i) the International Traffic in Arms Regulations; (ii) the Export Administration Regulations; (iii) the Foreign Assets Control Regulations; and (iv) applicable non-US customs, export control, and sanctions laws, regulations, and orders (the items referred to in (i) to (iv) above being collectively referred to as “ITC Laws” and, together with General Laws, “Applicable Laws”). Customer shall not export, re-export, transfer, or otherwise divert any items provided by GE that are controlled under ITC Laws, including goods, equipment, technology, and technical data: (i) to Cuba, Iran, North Korea, Russia, Syria, and/or any country comprehensively sanctioned by the United States, the United Kingdom, and/or the European Union; (ii) to or for use by any party prohibited from receiving such items under applicable ITC Laws; and/or (iii) for any end use prohibited under applicable ITC Laws. In the event Customer re-exports, re-transfers, or provides GE items to any third party, Customer shall require such third party to comply with the terms in this Article.

双方应遵守：（a）所有适用的法律、法规和法律义务（“一般法律”）；（b）所有适用的海关、出口管制、进口管制和制裁法律、法规和命令，包括但不限于：（i）《国际武器贸易条例》；（ii）《出口管理条例》；（iii）《外国资产控制条例》；以及（iv）适用的非美国海关、出口管制和制裁法律、法规和命令（上述（i）至（iv）中提及的项目统称为“ITC 法律”，与一般法律一起称为“适用法律”）。客户不得将通用电气提供的任何受 ITC 法律控制的产品（包括货物、设备、技术和技术数据）出口、再出口、转让或以其他方式转移：（i）古巴、伊朗、朝鲜、俄罗斯、叙利亚和/或被美国、英国及/或欧盟全面制裁的任何国家；（ii）根据适用的 ITC 法律被禁止接收此类物品的任何一方或供其使用；和/或（iii）用于适用的 ITC 法律禁止的任何最终用途。如果客户向任何第三方再出口、再转让或向任何第三方提供通用电气的物品，客户应要求该第三方遵守本条中的条款。

If transaction under this Agreement requires authorization pursuant to applicable ITC Laws, Customer shall use reasonable efforts to obtain such authorizations and be individually responsible for compliance with all authorization requirements. GE shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed, and Customer shall not thereby be relieved of its obligations under this Agreement.

如果本协议项下的交易需要根据适用的 ITC 法律获得授权，客户应尽合理努力获得此类授权，并单独负责遵守所有授权要求。如果任何授权被延迟、拒绝、撤销、限制或未续签，通用电气概不负责，并且客户不应因此被免除其在本协议项下的义务。

Upon request by GE, Customer shall provide to GE all information and documentation reasonably requested in relation to compliance with Applicable Laws and acknowledges that GE may rely on such information and documentation for its own compliance activities, including issuing certifications and/or other documentation related to Applicable Laws.

根据通用电气的要求，客户应向通用电气提供与遵守适用法律有关的所有合理要求的信息和文件，并承认通用电气可以依赖此类信息和文件进行自己的合规活动，包括颁发与适用法律相关的证明和/或其他文件。

11. Customer Insurance

客户保险

- A. Customer shall obtain and keep in force, for so long as any Items are in use and for six years thereafter and for the benefit of the Customer and GE, a policy of product liability insurance that is applicable to each category of Items that Customer produces, that has a minimum \$100 million (US) limit per occurrence and in the aggregate, and that is issued by insurance carriers with a minimum A.M. Best's rating of A-: VII, or S&P A, or better. At any time on GE's request, Customer shall provide GE with a certificate of insurance evidencing that the required minimum coverage is in effect and that GE is named as an additional insured, provide a waiver of subrogation clause in favor of GE, and provide that all coverage provided by the Customer shall be primary. Such insurance shall not exclude the actions of any subcontractor that Customer may utilize under this Agreement. The insurance provided by Customer hereunder shall have no effect on any obligations imposed upon Customer under this Agreement.

为了客户及通用电气的利益，在任何产品使用期间及此后的六个月内，客户应当购买适用于客户所生产的任何类别产品的产品责任保险，并确保其有效；该等保险每次理赔的最低金额以及总理赔金额为 1 亿美元，并由贝式评级至少达到 A-: VII 级或标准普尔评级至少达到 A 级的保险公司提供。根据通用电气的要求，客户应当提供所要求的最低保险范围有效并将通用电气指定为附加被保险人的保险证明，放弃以通用电气为受益人的代位求偿条款，并规定客户提供的所有保险均为主要保险。该等保险不应排除客户在本《协议》项下

可以利用的任何分包商行为。客户在本《协议》项下提供的保险并不影响客户在本《协议》项下的任何义务。

- B. GE will maintain coverage in accordance with its standard certificate of insurance.
通用电气应当根据其标准保险证明投保。

12. Force Majeure 不可抗力

Force Majeure. In the event of circumstances beyond a Party's reasonable control (each a "Force Majeure Event"), any time periods for performance shall be extended to the extent reasonably required. Each Party shall use reasonable endeavors to mitigate the effects of the Force Majeure Event (but shall not be required to take any action or incur any additional costs which are commercially unreasonable and, in such cases, the time period for performance shall be extended).

不可抗力。如果发生超出一方合理控制范围的情况（称为“不可抗力事件”），则应在合理必要的范围内延长任何执行期限。各方应当尽其合理努力减轻不可抗力事件的影响（但不需要采取任何商业上不合理的行动或承担任何额外费用；在这种情况下，应当延长执行期限）。

The novel coronavirus (or COVID-19) may be a Force Majeure Event (notwithstanding that it was declared by the World Health Organization (WHO) to be a global pandemic prior to the date of execution of this Agreement).

新型冠状病毒（或新冠病毒）属于不可抗力事件（尽管在本《协议》签署日之前，世界卫生组织（WHO）已将其宣布为全球流行性疾病）。

13. Performance of Services on Customer Site or Using Customer Property 在客户网站上或利用客户所有物执行各项服务

- A. When GE performs any Services on Customer's premises or utilizes the property of Customer, GE shall:

当通用电气在客户场所执行任何服务或利用客户所有物时，通用电气应当：

- i. comply with the reasonable written policies and instructions of the Customer; and
遵守客户的合理书面政策和指示；及
- ii. hold Customer harmless from and against any liability, claims, demands or expenses (including reasonable attorney's and other professional fees) for damages to the property of or injuries (including death) to Customer, its employees or any other person occurring at Customer's premises or to Customer's property because of GE's performance of services or utilization of Customer's property, except for such liability, claim, or demand arising out of the negligence or willful misconduct of Customer, its employees or any such other person.

确保客户免于承受因通用电气执行各项服务或利用客户所有物而对财产造成的损害或对客户、客户员工或处于客户场所的任何其他人员造成的人身伤害（包括死亡）、或对客户所有物造成的损害所引起的任何责任、索赔、要求或费用（包括合理的律师费和其他专业费用），但由于客户、客户员工或任何其他人员的疏忽或故意不当行为而产生的责任、索赔或要求除外。

- B. At all times when GE's personnel provide any services (including any installation services) at the Customer's premises, Customer will provide: (i) safe working conditions for GE's personnel (including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, electrical safety (including an assured grounding program),

working at heights (including compliant anchorage points for personal fall arrest PPE and/or adequate/guarded portable work stands), and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out (“LOTO”) procedures, including physical LOTO or a mutually agreed upon alternative method); and (ii) written notice of the presence and condition of any hazardous materials at such premises that GE's personnel may encounter while performing services at the site as soon as reasonably practicable. If the health, safety, or security of GE's personnel is, or may be, at risk, GE may, in addition to other rights or remedies available to it, suspend performance of all or any part of the Agreement without liability. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable law so that GE's work may safely proceed.

当通用电气人员在用户场所提供任何服务（包括任何安装服务）时，客户应当提供：(i) 通用电气人员的安全工作条件（包括但不限于利用安全有效的上锁挂牌程序（包括物理上锁挂牌程序或双方商定的替代方法）对危险物质、密闭空间进入、电气安全（包括有保证的接地程序）、高空作业（包括人员防坠落个人防护装置的合规锚固点和/或充分/有保护的便携式工作台），以及电力系统通电和断电（电气、机械和液压）实施适当的程序；以及(ii)在合理可行的情况下，尽快就通用电气人员在现场提供各项服务时可能遇到的任何有害物质的存在和状况发出书面通知。如果通用电气人员的健康、安全或安保存在或可能存在风险，则通用电气可以在其享有的其他权利或补救措施之外，暂停本《协议》全部或任何部分的履行，并且不承担任何责任。在这种情况下，客户应当根据适用法律消除危险状况，以便能够安全地进行通用电气的各项工作。

- C. Customer shall timely advise GE in writing of all applicable site-specific health, safety, security and environmental requirements and procedures. GE has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures, and conditions at the site. Customer shall offer a site-specific health, safety, security and environmental briefing to GE's personnel before GE's performance of any work at the site.

客户应当及时以书面形式向通用电气告知现场适用的所有健康、安全、安保和环境要求及程序。通用电气有权但无义务不时审查和检查现场适用的健康、安全、安保和环境文件、程序及条件。在通用电气在现场开展任何工作之前，客户应当向通用电气人员提供现场具体健康、安全、安保和环境情况的简报。

- D. Customer shall make any of its site medical facilities and/or resources available to GE's personnel who need medical attention.

客户应当向需要医疗服务的通用电气人员提供任何现场医疗设施和/或资源。

14. Taxes 税费

All prices are exclusive of Taxes. The Customer shall be responsible for all Taxes levied against either party or its assigns in connection with this Agreement other than income taxes measured by the income of GE and imposed or levied by a taxing authority in the country of incorporation of GE.

所有价格均不含税。客户应负责就本《协议》向任何一方或其受让人收取的所有税费，但以通用电气公司的收入计算并由通用电气公司注册地的税务机关征收或收取的所得税除外。

All payments by Customer pursuant to this Agreement shall be free of all withholding unless required by law, and if any such withholding is so required, Customer shall pay an additional amount such that the net amount received by GE shall equal the amount that GE would have received if such withholding had not been required.

除非法律要求，否则客户根据本《协议》支付的所有款项均无需进行任何扣缴；如果需要进行任何此类扣缴，客户应当支付额外款项，以确保通用电气收到的净金额等于通用电气在不需要进行此类扣缴的情况下所收到的金额。

For purposes of this section, "Taxes" means all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem, excise, franchise, gross receipts, import, license, property, sales, stamp, turnover, use, or value added taxes and any and all items of withholding, deficiency, penalty, addition to tax, interest or assessment related thereto).

就本款而言，“税费”是指任何性质的所有税费、关税、费用或其他收费（包括但不限于从价税、消费税、特许经营税、总收入税、进口税、许可证税、财产税、销售税、印花税、营业税、使用税或增值税，以及与之相关的任何及所有扣款、欠缴、罚款、附加税、利息或估定税）。

15. Non-Solicitation

禁止招揽

Subject to applicable laws, during the term of this Agreement and for twelve (12) months after its expiration or termination for any reason, the Customer shall not call or solicit, either directly or indirectly, any employee of the GE who has been directly involved in the provision of On Demand Support Services within the previous twelve (12) months.

根据适用法律的规定，在本《协议》有效期内以及本《协议》期满或因任何原因终止后的十二（12）个月内，客户不得直接或间接召唤或招揽在过去十二（12）个月内直接参与提供随选支持服务的任何通用电气员工。

16. Disputes

争议

If a dispute arises regarding this Agreement, the Parties will escalate such dispute to senior management, with the intention of reaching a negotiated resolution within 60 days. If the dispute cannot be resolved within 60 days, then the Parties agree to forsake litigation and resolve any dispute exclusively through arbitral proceedings that the American Arbitration Association (AAA) administers in accordance with its rules. This arbitration will be held in New York City, USA, and any proceedings will be conducted in the English language. Having a mutual interest in achieving a cost-efficient outcome, the parties agree that the arbitration panel shall exercise its discretion in limiting discovery and other pre-hearing procedures in proportion to the size of the dispute and with due regard to eliminating undue burden and expense. Except as specified in the next sentence, the parties intend that the dispute resolution process in this paragraph will be their exclusive remedy for any dispute arising under or relating to the subject of this Agreement. Either party may initiate litigation before a court of competent jurisdiction (1) to seek any equitable, interim, or provisional relief to avoid irreparable harm or injury pending arbitration or (2) to seek relief regarding a party's confidential, proprietary, or intellectual property rights. If any part of this agreement is determined through a dispute resolution process described above to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

如因本《协议》发生争议，则双方应将争议上报高层管理人员，以便在 60 天内通过协商解决。如无法在 60 天内解决争议，则双方同意放弃诉讼，并且只能由美国仲裁协会（AAA）根据其规则实施的仲裁程序解决任何争议。该类仲裁应当在美国纽约市举行，任何程序均应以英语进行。鉴于双方均希望取得具有成本效益的结果，双方同意仲裁庭应当行使自由裁量权，根据争议的规模按比例限制证据开示和其他审前程序，并适当考虑消除不应有的负担和费用。除下一句另有规定外，双方有意将本段所述争议解决程序作为其在本《协议》项下产生的或与本《协议》主旨相关的任何争议的唯一救济。任何一方均可在有管辖权的法院提起诉讼，以：(1)寻求任何衡平法、临时或暂时救济，以避免仲裁前发生无法弥补的损害或伤害；或(2)就一方的保密、专有信息或知识

产权寻求救济。如果本《协议》的任何部分通过上述争议解决程序被确定为无效或不可执行，则本《协议》的其余条款应继续保持完全有效。

17. **Governing Law** **管辖法律**

The rights and obligations of the Parties under this Agreement will be governed in all respects by the substantive laws of the State of New York, USA, without regard to any conflict or choice of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

双方在本《协议》项下的权利和义务在所有方面均应受美国纽约州实体法的管辖，并且不考虑其任何冲突或法律选择条款。《联合国国际货物销售合同公约》（以下简称为《销售公约》）不适用于本《协议》。

18. **Miscellaneous** **其他事项**

Any assignment of this Agreement or any rights or obligations under it by either Party (whether by sale, merger, consolidation, change of control or ownership of Customer, dissolution or otherwise) without the prior written consent of the other Party is void, provided that, without the consent of Customer, (i) GE may assign any or all of its rights or obligations under this Agreement to any of its affiliates, and (ii) GE may assign any or all of its receivables to a third party for purposes of factoring. This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements, understandings, and communications of the Parties with respect to the subject matter of this Agreement. For the avoidance of doubt, if Customer has executed a machine sale agreement with GE or any of its affiliates (the "MSA"), the terms of this Agreement will apply to any On Demand Support Services to the exclusion of the MSA. In the event of any conflict between the terms of this Agreement and the terms of any Quotation or PO, the terms of this Agreement shall prevail and in the event of any conflict between the terms of any Quotation and any PO, the terms of the Quotation shall prevail. This Agreement cannot be amended unless both Parties agree in writing (and in no case will terms on a purchase order do so). Failure to exercise any right under this Agreement will not constitute a waiver of such right. This Agreement is solely for the benefit of the Parties and not for any third party.

未经另一方预先书面同意，任何一方对本《协议》或本《协议》项下任何权利或义务的转让（无论是通过出售、兼并、合并、客户控制权或所有权变更、解散或其他方式）均属无效；但是，在未经客户同意的情况下：(i)通用电气可将其在本《协议》项下的任何或全部权利或义务转让给其任何关联公司；及(ii)通用电气可将其部分或全部应收账款转让给第三方进行保理。本《协议》构成双方之间的完整协议，并取代双方先前就本《协议》主旨达成的所有协议、谅解和通信。为了避免产生疑问，如果客户已与通用电气或其任何关联公司签订了机器销售协议（以下简称为“机器销售协议”），则本《协议》的条款应当适用于任何随选支持服务，但机器销售协议除外。如果本《协议》条款与任何报价单或采购订单的条款存在任何冲突，则以本《协议》条款为准；如果任何报价单条款与任何采购订单的条款存在任何冲突，则以报价单条款为准。除非双方以书面形式达成一致，否则不得修改本《协议》（在任何情况下，均不得根据采购订单条款修改本《协议》）。未行使本《协议》项下的任何权利不应构成对该权利的放弃。本《协议》仅为双方利益，而不为任何第三方的利益。

The language of this Terms shall be English and Chinese, if there is any discrepancy between English and Chinese, the English shall prevail and control.

本条款的语言为英文和中文，如果英文和中文之间存在任何差异，应以英文为准。