

TERMS AND CONDITIONS OF SALE

销售条款和条件

THESE TERMS AND CONDITIONS OF SALE (the “Terms and Conditions”) set forth the terms and conditions governing the use of the products or services purchased by you (“Customer”) from LitePoint Corporation (“LitePoint”), including any software provided with, or for use with, such products or services (collectively, the “Product(s)”), provided however that if LitePoint and Customer enter into or have entered into another agreement signed on behalf of both parties regarding the purchase and license of the specific LitePoint Products being purchased and such agreement is in effect at the time the applicable Customer purchase order is accepted by LitePoint (“Existing Agreement”), the terms and conditions of such Existing Agreement shall govern the purchase and license of those Products.

本销售条款和条件（“条款和条件”）规定了您（“客户”）从 LitePoint 公司（“LitePoint”）购买的产品或服务的使用条款和条件，包含随该等产品或服务提供或与其配套使用的任何软件（统称为“产品”），但前提是，如果 LitePoint 和客户代表双方就购买的特定 LitePoint 产品的购买和许可签订或已经签订另一协议，且该协议在 LitePoint 接受适用的客户采购订单时生效（“现有协议”），则该现有协议的条款和条件应适用于该等产品的购买和许可。

1. CONTROLLING TERMS.

1. 控制条款

1.1. Governing Terms. Subject to any Existing Agreement, all sales and all purchase orders shall be governed exclusively by these Terms and Conditions, and nothing contained in any such purchase order will in any way modify or supplement these Terms and Conditions. Acceptance of Customer’s order by LitePoint is expressly conditional on the assent of Customer to these Terms and Conditions which assent will be conclusively presumed from Customer’s acceptance of the Products. Any terms or conditions in Customer’s purchase order or otherwise proposed by Customer, whether written or oral, that add to, vary from, or conflict with these terms and conditions are objected to by LitePoint and shall be deemed null and void.

1.1.控制条款 根据任何现有协议，所有销售和所有购买订单均应完全受本条款和条件的约束，且任何此类采购订单中的任何内容均不会以任何方式修改或补充本条款和条件。LitePoint 接受客户订单的明确条件是客户同意本条款和条件，而客户接受产品即表明客户同意本条款和条件。对于添加至本条款和条件，与之相异或相冲突的客户采购订单中的任何条款或条件，或客户提出的其他条款或条件，无论是书面还是口头的，LitePoint 均表示反对并视其无效。

1.2. Use of Products. These Terms and Conditions set forth the terms and conditions for Customer’s purchase of Products, which *Products are solely for (i) Customer’s internal business use, or (ii) resale, only if and where Customer has been granted distribution rights by LitePoint for the specific Products to be resold/distributed.*

1.2. 产品使用 本条款和条件规定了客户购买产品的条款和条件，该等产品仅适用于（i）客户的内部业务使用，或（ii）转售，前提是 LitePoint 已就待转售/分销的特定产品授予客户分销权。

2. PRICE AND PAYMENT.

2. 价格与付款

2.1. Quoted Prices. The total price for the Products is the amount indicated on the LitePoint quotation or sales order acknowledgements. Prices are valid for the period indicated on the quotation. Prices are per shipment terms specified in Section 3.4, Shipment.

2.1. 报价 产品的总价格是 LitePoint 报价单或销售订单确认书上注明的金额。价格在报价单上注明的期限内有效。价格计算依据第 3.4 条“发货”中规定的发货条款。

2.2. Prices Exclusive of Taxes. Except as explicitly provided in our quotations or sales order acknowledgments, prices quoted do not include any taxes (including any excise, sales, use, value added, withholding, and similar taxes), customs duties, tariffs or license fees. To the extent such taxes or duties are required to be collected by LitePoint, they will be added to the related invoice and are payable in full without reduction or setoff. If exemption from taxes or duties is claimed, Customer will provide a certificate of exemption.

2.2. 不含税价格 除非我们的报价单或销售订单确认书中有明确规定，否则报价不含任何税项（包含任何消费税、销售税、使用税、增值税、预扣税和类似税收）、进口税、关税或许可费。如果此类税收或关税需要由 LitePoint 征收，则此类税费将添加到相关发票中，且应全额支付，不得减少或扣除。如果要求免除税收或关税，客户将提供免税证书。

2.3. Currency. Unless otherwise indicated in the quotation, sales order acknowledgement or separate written agreement between Customer and LitePoint signed on behalf of both parties, payment for Products shall be made in U.S. Dollars to our accounts in the United States of America, or such other place as LitePoint may designate, by check, wire transfer, or, if required by LitePoint, letter of credit in full in advance of shipment.

2.3. 货币 除非在报价单、销售订单确认书或客户与 LitePoint 之间代表双方另行签订的书面协议中另有说明，产品的付款应以美元支付给我们在美国或 LitePoint 可能指定的其他地方的账户，支付方式为支票、电汇，或者按 LitePoint 的要求，在发货前全额支付信用证。

2.4. Extension of Credit. LitePoint may, at its sole discretion, extend credit and payment terms to Customer, and reserves the right to change those terms at any time, in its sole discretion, as facts and circumstances may warrant.

2.4. 延期付款 LitePoint 可自行决定向客户提供延期付款机会和付款期限，并保留根据事实和情况随时更改该等期限的权利。

2.5. Non-Payment. If payment is not received in accordance with the payment terms set forth in this Section 2, then LitePoint may, at its sole discretion, assess a late payment fee from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law, if less. Future shipments and delivery of services may be delayed or terminated until all outstanding payment issues have been resolved. Customer grants LitePoint a security interest in Products purchased under these Terms and Conditions to secure payment

for such Products. If requested by LitePoint, Customer agrees to execute financing statements to perfect this security interest.

2.5.不付款 如果客户未根据第 2 条规定的付款期限向 LitePoint 付款, 则 LitePoint 可自行决定按每月 1.5%的费率或法律允许的最高费率(若较少)评估逾期付款费用, 直至客户付款为止。LitePoint 可延迟或终止后续发货和提供服务, 直到所有拖欠款项相关问题得到解决。客户就根据本条款和条件购买的产品授予 LitePoint 担保权益, 以确保对该等产品的付款。如果 LitePoint 要求, 则客户同意执行财务报告以完善该担保权益。

3. ORDERS AND DELIVERY.

3. 订单和交付

3.1. Purchase Orders. All orders for Products submitted by Customer shall be initiated by written, faxed, or electronically transmitted purchase order. Customer shall submit purchase orders to LitePoint at least sixty (60) days prior to the requested delivery date, but no more than one hundred eighty (180) days before the requested delivery date. No order shall be binding upon LitePoint until accepted by LitePoint in writing, and LitePoint shall have no liability to Customer with respect to purchase orders that are not accepted or with respect to the delivery of items not specified on Customer's purchase order. LitePoint shall use its reasonable commercial efforts to notify Customer of the acceptance or rejection of an order and of the anticipated delivery date for accepted orders within thirty (30) days after receipt of the purchase order. Any purchase order placed with less than the required lead time may result in additional charges should LitePoint accept the requested delivery schedule.

3.1.采购订单 由客户提交的所有产品订单应通过书面、传真或电子传输的采购订单发起。客户应在要求的交付日期前至少六十(60)天向 LitePoint 提交采购订单, 但不得早于要求的交付日期前一百八十(180)天。在 LitePoint 书面接受之前, 任何订单对 LitePoint 均没有约束力; 对于未被接受的采购订单或客户采购订单中未规定项目的交付, LitePoint 对客户不承担任何责任。在收到采购订单后三十(30)天内, LitePoint 应尽其合理的商业努力, 向客户通知其是否接受该订单以及已接受订单的预计交付日期。如果 LitePoint 接受客户要求的交付期, 则任何早于要求的交付周期的采购订单均可能导致额外的费用。

3.2. Cancellations and Rescheduling.

3.2. 取消和重新安排

a) Customer may cancel a purchase order without penalty by giving written notice of the cancellation to LitePoint within forty-eight (48) hours of the initial placement of the order. After such time, Customer may not cancel, modify, or reschedule orders for Products within 30 days of original requested delivery date. Customer may modify or cancel orders more than 30 days before original requested delivery date, subject to a ten percent (10%) cancellation fee on the entire order if cancelled, or in the case of a modification, a ten percent (10%) cancellation fee on the positive difference, if any, in price of the order prior to the modification and the price of the order subsequent to the modification.

a) 客户可在初始下单后四十八（48）小时内向 LitePoint 发出书面通知取消该订单，无需支付罚款。而在上述时间之后，客户不得在原来要求的交付日期前 30 天内取消、修改或重新下产品订单。客户可在原来要求的交货日期前 30 天以上修改或取消订单，如果是取消，则客户应对整个订单支付百分之十（10%）的取消费；如果是修改，则就修改前订单价格与修改后订单价格的正差（如有），客户应支付百分之十（10%）的取消费。

b) Customer may delay shipment only once, and for no more than 30 days from original requested delivery date, by giving written notice and receiving written approval from LitePoint at least 30 days prior to original requested delivery date, and subject to a five percent (5%) rescheduling fee.

b) 通过在原来要求的交付日期前至少 30 天发出书面通知并获得 LitePoint 的书面批准，客户仅可延迟发货一次，该等延迟从原来要求的交付日期起不得超过 30 天，同时客户应支付订单价格百分之五（5%）的重新安排费。

c) Any changes to delivery dates or modifications to the order after the initial order date may require a revised quotation and/or price change.

c) 初始订单日期之后对交付日期的任何变更或对订单的任何修改可能造成报价修改和/或价格变更。

d) Rescheduling of existing purchase orders, if accepted by LitePoint, to an earlier shipping date may require an expedited charge or commission adjustment.

d) 如果 LitePoint 接受，将现有采购订单重新安排到较早的发货日期，可能需要收取加急费或调整支付手续费。

e) Cancellation of custom Products and any items requiring special modifications to standard Products are subject to a one hundred percent (100%) cancellation charge less any credits LitePoint may receive from returning materials to LitePoint's suppliers.

e) 如果取消定制产品和任何需要对标准产品进行特殊修改的项目，客户需要支付的费用为订单价格百分之百（100%）的取消费减去 LitePoint 通过将物料退回 LitePoint 供应商时可能获得的任何信用。

3.3. Delivery. LitePoint shall use commercially reasonable efforts to supply the Product ordered by Customer in accordance with accepted orders.

3.3.交付 LitePoint 应尽商业上合理的努力，根据接受的订单供应客户订购的产品。

3.4. Shipment.

3.4.发货

a) All Products delivered to Customer shall be suitably packaged, according to LitePoint's sole judgment, for surface or air shipment in LitePoint's standard shipping cartons. Unless otherwise agreed by the parties, LitePoint shall select the carrier.

a) 根据 LitePoint 的自行判断，应适当地包装所有交付给客户的产品，以便使用 LitePoint 的标准装运箱进行陆运或空运。除非双方另有约定，否则 LitePoint 应选择承运人。

b) All shipping terms shall be with reference to Incoterms 2020 definitions.

b) 所有发货术语均应参考《2020 年国际贸易术语解释通则》中的定义。

c) Unless otherwise indicated on the LitePoint quotation or sales order acknowledgement, each shipment will be delivered Ex Works LitePoint's facilities (the "Shipping Point") for delivery to the designated carrier.

c) 除非 LitePoint 报价单或销售订单确认书中另有说明，否则每批货物将由 LitePoint 工厂（“装运点”）以工厂交货方式交付给指定的承运人。

d) If Incoterm FCA, CPT or CIP selected: LitePoint is authorized to act as Customer's true and lawful agent for purposes of preparing and filing the Electronic Export Information in accordance with the laws and regulations of the United States.

d) 如果选择《国际贸易术语解释通则》货交承运人（FCA）、运费付至（CPT）和运费或保险费付至（CIP）：LitePoint 被授权作为客户真实合法的代理人，根据美国法律和法规编制并归档电子出口信息。

e) Title to, and risk of loss or damage to such delivered Products shall pass to Customer per the shipping terms in the quotation or sales order acknowledgement, subject to Incoterms 2020 definitions, and where such quotation, sales order acknowledgement, or definitions are not specific as to the point of transfer of title and risk of loss, Customer shall assume title to and risk of loss as if the shipping terms were Ex Works Shipping Point. All freight, insurance, duty, and other shipping expenses, as well as any special packing expenses, shall be paid by LitePoint or Customer per the shipping terms in the quotation or sales order acknowledgement, subject to Incoterms 2020 definitions, and where such quotation, sales order acknowledgement, or definitions are not specific as to these charges, they shall be paid by Customer.

e) 根据《2020 年国际贸易术语解释通则》的定义，该等交付产品的所有权以及损失或损坏风险应按照报价单或销售订单确认书中的发货条款转移给客户，而如果该等报价单、销售订单确认书或定义并未具体规定所有权和损失风险转移，则客户应承担所有权和损失风险，如同发货条款为工厂交货装运点一样。所有运费、保险、关税、其他装运费用以及任何特殊包装费用应由 LitePoint 或客户根据报价单或销售订单确认书中的发货条款支付，并符合《2020 年国际贸易术语解释通则》的定义，而如果该等报价单、销售订单确认书或定义并未具体规定该等费用，则该等费用应由客户支付。

f) Customer shall also bear all applicable taxes, tariffs, duties, and similar charges that may be assessed against the Product after delivery to Customer or to the carrier at the Shipping Point.

f) 客户还应承担所有适用的税费、关税、出口税和类似费用，该等费用可能在产品交付给客户或在装运点交付给承运人后评估。

g) If Customer does not take delivery 7 days after shipment date, LitePoint may cancel this order without notice and charge a ten percent (10%) cancellation fee.

g) 如果客户在发货日期后 7 天仍未收货，则 LitePoint 可取消该订单，无需另行通知，并收取百分之十（10%）的取消费。

h) If Customer requests delivery of Products to Customer's forwarding agent or another representative in the country of shipment, Customer shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance.

h) 如果客户要求将产品交付给客户的货运代理或启运国的其他代表，则客户应承担遵守适用的出口法律和法规的责任，包含编制和提交出口清关所需的发运文件。

i) LITEPOINT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY FOR DELAY IN DELIVERY OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. EXCEPT IN ACCORDANCE WITH THE APPLICABLE SHIPPING TERMS SET FORTH IN THESE TERMS OF SALE, LITEPOINT SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH SHIPMENT, NOR SHALL THE CARRIER BE DEEMED TO BE AN AGENT OF LITEPOINT.

i) 对于延迟交付或未能通知任何延迟而造成的任何损失、损害或罚款，LITEPOINT 概不负责。除非本销售条款中规定了适用的发货条款，否则 LITEPOINT 不承担任何与发货有关的责任，且承运人不得被视为 LITEPOINT 的代理人。

3.5. Shipment Acceptance.

3.5. 货物验收

a) Products are considered accepted by Customer upon transfer of title of the Product. Any other acceptance procedures must be agreed to by LitePoint's authorized representative in writing prior to shipment and may be subject to additional charges.

a) 产品发生所有权转移即视客户接受产品。任何其他验收程序须在发货前得到 LitePoint 授权代表的书面同意，可能导致额外收费。

b) All sales are final. Except as provided in LitePoint's warranty statements, LitePoint does not accept returns unless (i) LitePoint shipped a product other than as specified in the Purchase Order, and (ii) such Product is unused and still in its original packaging, and (iii) the Product is returned in accordance with LitePoint's then current RMA policy and procedures.

b) 所有销售都是最终的。除 LitePoint 的保修声明中另有规定外，LitePoint 不接受退货，除非（i）LitePoint 发运的产品与采购订单中规定的产品不同，以及（ii）该等产品处于未使用状态且原始包装未拆封，以及（iii）该产品是按照 LitePoint 当时的退料审查（RMA）政策和程序退回的。

4. SOFTWARE LICENSE.

4. 软件许可证

Software accompanying or for use with hardware Products is provided under a written Software End User License Agreement which includes restrictions on use, disclosure and copying, and which is incorporated herein by reference. Customers may obtain a copy of LitePoint's Software End User License Agreement at the following link: <https://www.litepoint.com/knowledgebase/litepoint-software-end-user-license-agreement/> or <https://www.teradyne.cn/terms-conditions/>, accompanying the associated Software and/or hardware Product, or from a LitePoint representative.

随硬件产品提供或与之配套使用的软件是根据书面的《软件最终用户许可协议》提供的，该协议载明了针对使用、披露和复制的限制，并通过引用纳入本销售条款和条件。客户可从以下链接：<https://www.litepoint.com/knowledgebase/litepoint-software-end-user-license-agreement/> 或 <https://www.teradyne.cn/terms-conditions/> 或从 LitePoint 代表处获得相关软件和/或硬件产品随附的 LitePoint《软件最终用户许可协议》的副本。

5. WARRANTY AND DISCLAIMER.

5. 保证和免责声明

5.1. Limited Product Warranty. LitePoint warrants, only to Customer that, for a period of one (1) year after delivery of the LitePoint hardware Product (including system software incorporated therein and required to operate the hardware Product, but specifically excluding any application or other software which is covered in 5.5 below), or for a period of ninety (90) days from delivery with respect to replacement parts, that the Product or replacement parts will operate in substantial compliance with the specifications in the associated LitePoint data sheet.

5.1.有限的产品保修 针对 LitePoint 硬件产品（包含内嵌至硬件产品，操作硬件产品所需的系统软件，但明确排除下文第 5.5 条中涵盖的任何应用程序或其他软件），LitePoint 仅向客户提供一（1）年保修，时间从交付之日后算起；针对更换部件，则仅向客户提供九十（90）天保修，时间从交付当天算起，但前提是该产品或更换部件的操作实质上符合 LitePoint 相关数据表中的规范。

LitePoint does not warrant that the Product will operate without interruption or will be error free, or that all errors will be corrected.

LitePoint 不保证产品能够不间断或无差错地运行，也不保证会纠正所有差错。

5.2. Exclusive Remedy. LITEPOINT'S SOLE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT (or, at the sole option of LitePoint, a refund of the purchase price). This warranty and remedy is conditioned on Customer's prompt written notice to LitePoint, within the warranty period, of the nonconformity, and Customer's following LitePoint's Product return procedures.

5.2.排他性救济 LITEPOINT 对违反上述保修条款的唯一责任和义务，以及对客户的唯一救济措施是修理或更换产品（或 LitePoint 自行选择按购买价格退款）。此保修和救济以客户在保修期内及时书面通知 LitePoint 不符合项以及客户下列 LitePoint 产品退货程序为条件。

5.3. Services. Services provided hereunder shall be performed in a workmanlike manner consistent with industry standards. Customer must notify LitePoint promptly, but in no event more than thirty (30) days after completion of the services, of any claimed breach of this services warranty. Customer's sole and exclusive remedy for breach of this services warranty shall be, at LitePoint's option, (i) re-performance of the services, or (ii) return of the portion of the service fees paid to LitePoint by Customer for such non-conforming services, termination of any remaining related services to be performed by LitePoint, and termination of all other LitePoint obligations with respect to those services under these Terms and Conditions. Other than with respect to replacement parts warranties in Section 5.1, the provision of services under these Terms and Conditions shall not extend the warranties provided with any hardware purchased or software licensed by Customer.

5.3.服务 本销售条款和条件项下提供的服务应以符合行业标准的专业方式履行。客户必须立即通知 LitePoint 任何声称违反本服务保修的行为，但在任何情况下，不得迟于服务完成后三十（30）天。对于违反本服务保修的行为，客户唯一和排他性救济措施为以下二者之一，由 LitePoint 选择：（i）重新履行服务；或（ii）LitePoint 退还客户就该等不符合要求的服务向其支付的服务费，终止任何剩余的、待由 LitePoint 履行的相关服务，并终止 LitePoint 在本条款和条件下关于该等服务的所有其他义务。除了第 5.1 条中的更换部件保修外，根据本条款和条件提供的服务不得延长客户购买的任何硬件或许可软件的保修范围。

5.4. Limitations. LitePoint's warranty shall not extend to problems in the Product that result from (i) Customer's failure to implement all error corrections to the Product which are made available by LitePoint, (ii) changes to the Product or system software or interacting Product made by parties other than LitePoint, (iii) any use of the Product in a manner for which it was not designed or as not authorized under associated documentation or end user software licenses, (iv) negligence on the part of Customer, its employees, consultants, or agents, (v) any use of the Product with other products, hardware, software, or items not supplied by or inconsistent with the documentation provided by LitePoint, (vi) misuse, abuse, accident, power surge, or operating conditions outside of the Product's operating specifications or, (vii) Customer use for beta, evaluation, testing, or demonstration purposes, or other circumstances for which LitePoint does not receive a payment of a purchase price or license fee.

5.4.限制 LitePoint 的保修不适用于以下原因导致的产品问题：（i）客户未能对 LitePoint 提供的产品实施所有误差纠正；（ii）LitePoint 以外的各方对产品或系统软件或交互产品所做的更改；（iii）以不符合设计用途的方式使用产品，或未经相关文件或最终用户软件许可授权而使用产品；（iv）客户、其员工、顾问或代理人的疏忽；（v）将产品与其他非由 LitePoint 供应或与其提供的文件不一致的产品、硬件、软件或项目配套使用；（vi）误用、滥用、事故、电涌或超出产品操作规范的操作条件；或（vii）客户将产品用于测试、评估、检测或演示目的，或在 LitePoint 未收到购买价格或许可费的其他情况下。

5.5. Software. Except as set forth hereinabove with respect to the system software, application software and all other software provided by LitePoint is provided under the LitePoint Software End User License Agreement.

5.5.软件 除上述关于系统软件的规定外，LitePoint 对应用软件和所有其他软件的提供均依据 LitePoint 《软件最终用户许可协议》。

5.6. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, LITEPOINT AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OR BY COURSE OF DEALING OR TRADE USAGE, AND LITEPOINT AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. EXCEPT AS EXPRESSLY STATED HEREIN, ALL PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTY. CUSTOMER ASSUMES THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION PRODUCED BY THE PRODUCT OR ANY CHANGES MADE BY THE PRODUCT TO ANY THIRD PARTY OR CUSTOMER HARDWARE, SOFTWARE, OR INVENTORY. CUSTOMER ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE CUSTOMER’S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT.

5.6.免责声明 除上述明确规定外，LITEPOINT 及其供应商不做任何明示、暗示、法定或其他形式的保证，也不通过交易或贸易惯例作出任何保证，LITEPOINT 及其供应商明确否认所有其他保证和条件，包含任何关于适销性、特定用途适用性、非侵权性和令人满意的质量的暗示条件或保证。除非本条款和条件另有明确规定，否则所有产品均按“原样”提供，不附带任何保证。对于因产品产生的信息或产品对任何第三方或客户硬件、软件或库存所做的任何变更而造成的任何损害，客户应承担全部费用。对于为实现其预期结果而进行的选品、产品安装、使用以及因此获得的结果，客户承担全部责任。

6. LIMITATION OF LIABILITY.

6. 责任限制

TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, IN NO EVENT WILL LITEPOINT OR ITS SUPPLIERS BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INDIRECT DAMAGES, AND INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF PROCURING SUBSTITUTE OR ALTERNATIVE GOODS AND SERVICES, OR OTHER SIMILAR LOSS ARISING FROM THE USE OF (OR INABILITY TO USE) THE PRODUCT OR DOCUMENTATION, THE DATA COLLECTED OR CREATED IN THE USE OF THE PRODUCT, OR THE ACCOMPANYING DOCUMENTATION, NO MATTER HOW CAUSED AND ON ANY THEORY OF LIABILITY. IN NO EVENT SHALL LITEPOINT’S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, IN ANY ONE OR MORE CAUSES OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OR USE OF A PRODUCT UNIT (INCLUDING WITHOUT LIMITATION PURSUANT TO SECTION 7) EXCEED THE AMOUNT PAID BY CUSTOMER FOR THOSE PRODUCT UNIT(S) THAT ARE STILL WITHIN THEIR WARRANTY PERIOD. These limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if LitePoint, its suppliers or dealers have been advised of the possibility of such damage or of any type of use intended by Customer. Customer acknowledges that these limitations are integral to the amount of consideration levied under these Terms and Conditions and that the consideration reflects this allocation of risk.

在任何情况下，在法律允许的最大范围内，对于使用（或无法使用）产品或文件、在产品使用过程中收集或创建的数据或随附文件而引起的任何利润损失或附带、特殊、后果性、惩戒性或间接的损害，包括但不限于数据丢失、业务中断、商业信息丢失、采购替代品或其他商品和服务的费用，或其他类似损失，无论何种原因及责任理论，LITEPOINT 或其供应商概不负责。在任何情况下，对于客户因购买或使用产品单元（包括但不限于根据第 7 条）引起或与之相关的任何一项或多项诉因造成的所有损害，LITEPOINT 的全部责任不得超过客户为仍处于保修期内的产品单元支付的金额。即使未能实现任何有限救济措施的根本目的，且 LitePoint、其供应商或经销商已被告知此类损害的可能性或客户的任何预期用途，此等限制仍然适用。客户确认，此等限制是根据本条款和条件征收的对价款额的组成部分，且该对价反映了风险分配。

7. INFRINGEMENT INDEMNITY.

7. 侵权损害赔偿

7.1. LitePoint's Indemnity. LitePoint shall defend or settle any claim, demand, suit or proceeding against Customer to the extent that such claim, demand, suit or proceeding is based on an allegation that any portion of the Product owned by LitePoint, as furnished to Customer under these Terms and Conditions and used as authorized in these Terms and Conditions, infringes any third party's copyright or misappropriates such third party's trade secrets (an "Action"), provided that Customer (i) gives prompt written notice of the Action to LitePoint, (ii) gives LitePoint the exclusive authority to control and direct the defense or settlement of such Action, and (iii) gives LitePoint, at Customer's own expense, all reasonably necessary information and assistance needed for the defense or settlement of such action. LitePoint shall pay all amounts paid in settlement and all damages and costs awarded with respect to such Action defended by LitePoint. Customer may participate in the defense of an Action after LitePoint assumes the defense or settlement of the Action, provided that Customer shall pay any legal fees and expenses and other costs of defense it incurs in so participating.

7.1.LitePoint 的损害赔偿 如果针对客户的任何索赔、要求、诉讼或程序基于以下指控：根据本条款和条件向客户提供并按照本条款和条件授权客户使用的 LitePoint 的产品的任何部分侵犯任何第三方的版权或盗用该第三方的商业秘密（“诉讼”），则 LitePoint 应对此类索赔、要求、诉讼或程序进行抗辩或寻求和解，但前提是客户遵守以下要求：（i）及时就该诉讼向 LitePoint 发出书面通知，（ii）授予 LitePoint 控制和指导此类诉讼辩护或和解的排他性权力，以及（iii）就此类诉讼的辩护或和解向 LitePoint 提供所有合理必要信息和协助，费用由客户承担。LitePoint 应支付所有已支付的和解款项以及与 LitePoint 抗辩此类诉讼相关的所有损害赔偿金和费用。客户可在 LitePoint 承担诉讼抗辩或和解后参与诉讼抗辩，但前提是客户应支付因参与诉讼而招致的任何法律费用和开支及其他抗辩费用。

LitePoint will not be liable for any costs or expenses incurred without its prior written authorization.

对任何未经其事先书面授权而产生的费用或开支，LitePoint 概不负责。

7.2. Replacement Product. If any portion of the Product is held, or in LitePoint's opinion is likely to be held, to infringe or misappropriate a third party's intellectual property rights, then LitePoint may at its sole option and expense: (i) procure for Customer the right to continue using the Product, (ii) replace the Product with non-infringing Product, or (iii) in the event that neither of the

foregoing is reasonably practicable, terminate these Terms and Conditions and refund to Customer the amounts paid for the Product returned to LitePoint, less a reasonable sum for prior use based on the price originally paid by Customer to LitePoint for the Product, and reduced by an equal monthly amount on a straight line basis over three years from date of original shipment.

7.2. 替代产品 如果产品的任何部分被认为，或 LitePoint 认为其有可能，侵犯或盗用第三方的知识产权，则 LitePoint 可自行选择并承担费用：（i）为客户获得继续使用产品的权利，（ii）用非侵权产品替换产品，或（iii）如果前述两项均非合理可行，则终止本条款和条件，并就退回产品向客户退款，退款金额为客户已就该退回产品向 LitePoint 支付的金额，减去以客户最初支付给 LitePoint 产品的价格就前期使用计算的合理金额，且该金额从最初装运之日起三年内，按直线折旧法每月等额减少。

7.3. Limit on Indemnity. The foregoing notwithstanding, LitePoint shall have no liability for a claim of infringement to the extent the claim is based on: (i) the use by Customer of any Product more than thirty (30) days after LitePoint notifies Customer in writing that continued use of the Product may subject Customer to such claim of infringement, provided that such claim of infringement would have been avoided by the use of a replacement release made available by LitePoint; (ii) the combination of any Product with other products not provided by LitePoint, which claim would have been avoided if Product had not been so combined; or, (iii) the modification of any of the Product by anyone other than LitePoint or its suppliers (iv) LitePoint's compliance with Customer's designs, specifications, or instructions.

7.3. 损害赔偿限制 尽管有前述规定，但 LitePoint 对侵权索赔不承担任何责任，前提是该索赔由以下情况引起：(i) LitePoint 书面通知客户继续使用产品可能致使客户遭受此类侵权索赔后三十(30)天内，客户仍使用该产品，但通过使用 LitePoint 提供的替代版本原本可以避免此类侵权索赔；(ii) 客户将任何产品与其他非由 LitePoint 提供的产品组合使用而引起的索赔，而不组合使用产品原本可以避免此类索赔；或 (iii) LitePoint 及其供应商以外的任何人对产品进行的修改；(iv) LitePoint 对客户的设计、规范或说明的遵守。

7.4. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF LITEPOINT, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT BY THE PRODUCT AND ITS DOCUMENTATION.

7.4. 全部责任 本节的上述条款规定了 LITEPOINT 的全部责任和义务，以及客户就产品及其文件实际或涉嫌侵犯或盗用任何知识产权而采取的唯一救济措施。

8. TERM AND TERMINATION.

8. 期限与终止

8.1. Term. These Terms and Conditions shall remain in full force and effect until otherwise terminated below.

8.1. 期限 在下文终止情况发生之前，本条款和条件应保持完全有效。

8.2. Termination

8.2. 终止

a) These Terms and Conditions will automatically and immediately terminate if Customer breaches any provision of the Software End User License Agreement.

a) 如果客户违反了《软件最终用户许可协议》的任何条款，则本条款和条件立即自动终止。

b) LitePoint may elect to terminate these Terms and Conditions if Customer is late in its payment for Product.

b) 如果客户延期支付产品款项，LitePoint 可以选择终止本条款和条件。

c) Either party may terminate these Terms and Conditions if the other party breaches a material term and such breach is not cured within thirty (30) days of written notice of the breach as given by the non-breaching party.

c) 如果任何一方违反重要条款，且未能在守约方发出书面通知后三十（30）天内纠正该违约行为，则守约方可终止本条款和条件。

d) Either party may immediately terminate these Terms and Conditions by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for the other party or its property; (ii) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within ninety (90) days; or (iii) the other party is liquidated or dissolved.

d) 在以下任一情况下，任何一方均可书面通知另一方立即终止本条款和条件：（i）另一方或其财产被指定接管人；（ii）另一方根据任何破产法、资不抵债法或债务人救济法启动或已经启动诉讼程序，而该诉讼程序在九十（90）天内未被驳回；或（iii）另一方被清算或解散。

8.3. Effect of Termination.

8.3. 解除效力

a) Upon termination of these Terms and Conditions, all rights and licenses granted hereunder shall terminate, except as expressly provided in Section 8.3 (c) below.

a) 在本条款和条件终止后，本条款和条件下授予的所有权利和许可证应终止，下文第 8.3(c)条明确规定的除外。

b) Upon termination of these Terms and Conditions, Customer shall immediately discontinue use of the Product and documentation for which full payment has not been made and return it to LitePoint.

b) 在本条款和条件终止后，客户应立即停止使用尚未全额付款的产品和文件，并将其退回 LitePoint。

c) The provisions of 1,2.5, 4 - 7, 8.3, and 9 - 18 of these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions.

c) 本条款和条件第 1、2.5、4-7、8.3 和 9-18 条的规定应在本条款和条件终止或期满后继续有效。

8.4. Other Remedies. Except as specifically provided otherwise, and subject to the limitations on liability set forth above, any and all rights and remedies of a party upon another party's breach of or default under these Terms and Conditions (whether expressly conferred by these Terms and Conditions or otherwise) shall be deemed cumulative with, and not exclusive of, any other right or remedy conferred by these Terms and Conditions or by law or equity on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The waiver by either party of any right provided under these Terms and Conditions shall not constitute a subsequent or continuing waiver of such right or of any other right under these Terms and Conditions.

8.4.其它救济措施 除非另有明确规定，且受上述责任限制的约束，一方因另一方违反本条款和条件或违约时享有的任何和所有权利以及救济措施（无论本条款和条件是否明确授予）应被视为与本条款和条件或法律或衡平法授予该方的任何其他权利或救济累加，且对任何一项救济措施的行使不得妨碍对任何其他救济措施的行使。任何一方放弃本条款和条件规定的任何权利不构成后续或持续放弃该权利或本条款和条件下的任何其他权利。

9. DISPUTE RESOLUTION.

9. 争议解决

Except for actions by a party for infringement of its patent or other intellectual property rights, any dispute or claim arising out of or relating to this these Terms and Conditions or breach thereof shall be finally resolved by arbitration in the City of San Jose, California before, and in accordance with the rules of, the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Either party, however, shall be entitled to apply to any court of competent jurisdiction for injunctive or equitable relief. In any suit or proceeding, including arbitration or mediation, relating to these Terms and Conditions the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of these Terms and Conditions, and shall survive expiration or termination and shall not be merged into any such judgment.

除一方因侵犯其专利或其他知识产权而提起的诉讼外，因本条款和条件或违反本条款和条件而引发或与之相关的任何争议或索赔应在加利福尼亚州圣何塞市按照美国仲裁协会的规则通过仲裁最终解决，并可根据仲裁员作出的裁决在任何有管辖权的法院作出执行判决。然而，任何一方均有权向任何具有管辖权的法院申请禁令或衡平法救济。在与本条款和条件相关的任何诉讼或程序（包含仲裁或调解）中，胜诉的一方有权向另一方追偿其费用以及与该诉讼或程序有关的律师、会计师和其他专业人的合理费用和支出，包含上诉的成本、费用和支出，此等费用独立于判决中包含的任何其他金额并作为其补充。本款旨在与本条款和条件的其他规定分割开，在本条款和条件期满或终止后继续有效，且不得并入任何此类判决中。

10. FORCE MAJEURE.

10. 不可抗力

LitePoint shall not be liable for nonperformance or delays, not otherwise excused, which occur due to causes beyond its reasonable control. These causes shall include, but shall not be limited to, acts of God, wars, riots, strikes, fires, storms, flood, earthquake, shortages of labor or material, labor disputes, vendor failures, transportation embargoes, acts of any government or agency thereof, judicial action or any or all other causes beyond its reasonable control. In the event of any such excused delay or failure of performance, the date of delivery shall, at the request of LitePoint, be deferred for a period equal to the time lost by the delay. LitePoint shall notify Customer in writing of any such event or circumstances within a reasonable time after it learns of same.

对因超出其合理控制范围的原因导致的不履约或延迟履约情况，LitePoint 不承担任何责任。这些原因应包含但不限于天灾、战争、暴乱、罢工、火灾、暴风、洪水、地震、劳动力或物料短缺、劳资纠纷、供应商不能履约、运输禁运、任何政府或其机构的行为、司法行动或超出其合理控制范围的任何或所有其他原因。如果出现任何此类有理由的延迟履约或未能履约的情况，应 LitePoint 的要求，交付日期应延迟一段与延迟所损失的时间相等的时间。在获知此类事件或情况后，LitePoint 应在合理时间内书面通知客户。

11. PROPRIETARY RIGHTS.

11. 所有权

LitePoint retains all proprietary rights in and to all designs, engineering details and other data pertaining to the Products specified in the order and to all discoveries, inventions, copyrights, patents and trade secrets which may be found or developed as a result of the efforts and work done by LitePoint in connection with the order and to any and all Products developed by LitePoint, including the sole right to manufacture or copy any and all such Products. Except as expressly set forth in Section 4 with respect to software, no license, express, implied, or otherwise, is granted by LitePoint. LitePoint may require Customer to execute a separate confidential disclosure agreement.

LitePoint 保留与订单中指定产品有关的所有设计、工程细目和其他数据的所有权，以及 LitePoint 由于对订单所做的努力和工作而发现或开发的所有发现、发明、版权、专利和商业秘密的所有权，以及 LitePoint 开发的任何和所有产品的所有权，包含制造或复制任何和所有此等产品的独占权。除非第 4 条对软件作出了明确规定，否则 LitePoint 不会授予任何明示、暗示或其他形式的许可。LitePoint 可以要求客户另行签署保密协议。

12. MODIFICATION AND SUBSTITUTIONS.

12. 修改和取代

LitePoint reserves the right to make substitutions and modifications in the specifications of Products manufactured by LitePoint providing that such substitution or modification will not

materially adversely affect the form, fit or function of the Product. Products may contain reconditioned parts.

LitePoint 保留取代和修改 LitePoint 所生产产品的规格的权利，前提是此类取代或修改不会对产品的形式、相配性或功能造成重大不利影响。产品可能包含经过修复的部件。

13. ASSIGNMENT.

13. 转让

Customer may not assign these Terms and Conditions, whether by operation of law, merger or reorganization, without the prior written consent of LitePoint; any attempted assignment in violation of the foregoing will be void. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all amounts due under these Terms of Conditions. LitePoint may assign, without notice, its rights and interests under these Terms and Conditions, including but not limited to its rights to payment and remedies for non-payment, but will remain responsible for all of LitePoint's obligations hereunder. LitePoint's assignees will have LitePoint's rights and remedies, but will not be subject to Customer's defenses against LitePoint.

未经 LitePoint 事先书面同意，客户不得通过法律、合并或重组转让本条款和条件；任何试图违反上述规定进行转让的行为均属无效。无论客户是否进行了任何转让，客户仍应负责支付本条款和条件下到期的所有款项。LitePoint 可不经通知而转让其在本条款和条件下的权益，包括但不限于其收款权和对不付款的救济措施，但 LitePoint 仍应履行其在本条款和条件项下的所有义务。LitePoint 的受让人将享有 LitePoint 的权利和救济措施，但不受制于客户针对 LitePoint 的抗辩。

14. GOVERNMENT REGULATIONS.

14. 政府法规

14.1. Customer understands that LitePoint is subject to regulation by agencies of the U.S. Government, including, but not limited to the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries and prohibits corrupt payments to foreign officials for the purposes of obtaining or keeping business. Customer warrants that it will comply in all respects with (i) the Export Administration Regulations and all other export and re-export restrictions as may be applicable to the Product, and (ii) the United States Foreign Corrupt Practices Act of 1977.

14.1.客户理解，LitePoint 受到美国政府机构的监管，包括但不限于美国商务部，该等机构禁止向某些国家出口或转移某些技术产品，并禁止为获得或保持业务而向外国官员支付贿赂。客户保证将在所有方面遵守 (i) 《出口管制条例》和所有其他可能适用于产品的出口和再出口限制措施，以及 (ii) 1977 年美国《反海外腐败法》。

14.2. To the maximum extent permitted by law, Customer shall be solely responsible for complying with, and shall otherwise assume all liabilities that may be imposed in connection with, any legal requirements adopted by any governmental authority related to Directive 2012/19/EU of the European Parliament and of the Council on Waste Electrical and Electronic Equipment (WEEE) (recast), dated 4 July 2012, or otherwise mandating waste collection,

treatment, recovery, disposal, financing or related obligations in connection with the Products. Customer shall defend, indemnify and hold LitePoint harmless from any damage, claim or liability relating thereto. At the time Customer desires to dispose of the Products, Customer is responsible for ensuring that products are handled appropriately and in accordance with all applicable laws. Customer shall contact LitePoint directly, if necessary, to confirm the waste management options.

14.2. 在法律允许的最大范围内，客户应全权负责遵守任何政府当局通过的与 2012 年 7 月 4 日欧洲议会和欧盟理事会《关于报废电子电气设备（WEEE）的第 2012/19/EU 指令》（修订）有关的任何法律要求，或以其他方式强制规定有关产品的废物收集、处理、回收、处置、融资或相关义务的法律要求。客户应确保 LitePoint 免受与此相关的任何损害、索赔或责任。在客户希望处置产品时，客户应负责确保产品处理妥当且符合所有适用法律的要求。如有必要，客户应直接联系 LitePoint，确认废物管理选项。

15. RESTRICTIONS 限制

15.1. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any use, location, or user in violation of the U.S. Export Administration Regulations (EAR) (15 C.F.R. Parts 730 to 744); US Sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) (31 C.F.R. Parts 500 to 599); EU sanctions implemented by EU Member States; or EU and Member States export controls administered pursuant to Council Regulations (EC) 821/2021, Switzerland export control regulations and all other applicable national export control laws and regulations (collectively, "Sanctions")

15.1. 不得违反《美国出口管制条例》（EAR）（《美国联邦法规》第 15 编第 730 至 774 部分）；由美国财政部外国资产控制办公室（OFAC）实施的美国制裁（《美国联邦法规》第 31 编第 500 至 599 部分）；由欧盟成员国实施的欧盟制裁；或根据《欧洲理事会第 821/2021 号条例》、瑞士出口管制条例和所有其他适用的国家出口管制法律和法规实施的欧盟和成员国出口管制（统称为“制裁”），直接或间接将产品销售、出口、再出口、转让或转移至任何地点或用户，或用于任何用途。

15.2. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any person: (i) that is a target of Sanctions; (ii) located, organized or ordinarily residing in Iran, North Korea, Syria, Cuba or the Crimea, Donetsk or Luhansk region of the Ukraine; or (iii) owned or controlled by a person described in clause (i) or (ii), as a result of which such owned or controlled person is subject to the same prohibition or restrictions as the person in (i) or (ii).

15.2. 产品不得直接或间接销售、出口、再出口、转让或转移给以下任何人员：（i）为制裁对象；（ii）位于、组织于或通常居住于伊朗、朝鲜、叙利亚、古巴、或乌克兰的克里米亚、顿涅茨克或卢甘斯克地区；或（iii）由（i）或（ii）项所述人员拥有或控制，因此该拥有或受控人员受到与（i）或（ii）项人员相同的禁止或限制。

15.3. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly to any person on any list of concern, such as the U.S. Department of Commerce's Bureau of Industry & Security (BIS) Denied Person List, Entity List, Unverified List, or the Military End User List.

15.3. 产品不得直接或间接销售、出口、再出口、转让或转移给任何关注清单上的任何人员，如《美国商务部工业和安全局（BIS）被拒绝人员清单》、《实体清单》、《未核实清单》或《军事最终用户清单》。

15.4. Products shall not be sold, exported, reexported, transferred, or diverted directly or indirectly for any prohibited activities set forth in Section 744 of the EAR, including, but not limited to, prohibited nuclear, missile, unmanned aerial vehicle (drone), or chemical-biological weapons activities.

15.4. 不得直接或间接销售、出口、再出口、转让或转移产品，用于 EAR 第 744 节中规定的任何受禁活动，包含但不限于受禁核武器、导弹、无人驾驶飞行器(无人机)或生化武器活动。

15.5. Products shall not be used for the Production (including test) or development of any part, component, or equipment produced, purchased, or ordered by any entity on the Entity List without authorization or any entity on the Entity List with a footnote 1, 3 or 4 designation in the license requirement column of the Entity List (15 C.F.R. Part 744, Supp. No. 4).

15.5. 产品不得用于《实体清单》（《美国联邦法规》第 15 编第 744 部分第 4 条补充条款）的许可要求栏中带有脚注 1、3 或 4 名称的任何实体或《实体清单》上未经许可的任何实体所生产、购买或订购的任何零件、部件或设备的生产（包含测试）或开发。

15.6. Products shall not be exported, reexported, transferred, or diverted directly or indirectly for the production of a supercomputer in or destined to China or Macau; for the production of integrated circuits at a semiconductor fabrication facility; or for the production of items specified under ECCN's 3B002, 3B090, 3B611, 3B991 or 3B992 as defined in 744.23.

15.6. 不得直接或间接出口、再出口、转让或转移产品，用于在中国或澳门生产或运往中国或澳门的超级计算机; 用于半导体制造工厂生产集成电路; 或用于生产 EAR 第 744.23 部分中定义的出口管制分类编码 3B002、3B090、3B611、3B991 或 3B992 项下项目。

15.7. Customer is not a military end user/military intelligence end user, shall not use the Product(s) for a military end use/military-intelligence end use and shall not sell, export, reexport, transfer or divert the Product(s) to a military end user/military-intelligence end-user as defined in the EAR part 744.21 and 744.22. Customer shall not use the Products for a military end-use including for the development, production or test of a military item as defined in Article 4 of Council Regulations (EC) 821/2021.

15.7. 客户不是军事最终用户/军事情报最终用户，不得将产品用于军事最终用途/军事情报最终用途，并且不得向 EAR 的第 744.21 和 744.22 部分中定义的军事最终用户/军事情报最终用户销售、出口、再出口、转让或转移该产品。客户不得将产品用于军事最终用途，包含开发、生产或测试《欧洲理事会第 821/2021 号条例》第 4 条中定义的军事项目。

16. NO AGENCY.

16. 无代理

These Terms and Conditions do not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of these Terms and Conditions. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

本条款和条件不建立任何代理、合伙、合资企业或特许经营关系。任何一方的员工不得因本条款和条件的存在或执行而成为或被视为另一方的员工。本协议的每一方均为独立的合约方。任何一方不得代表另一方承担或制定任何性质的义务，或在任何方面约束另一方。

17. NOTICES.

17. 通知

Notices required under these Terms and Conditions shall be given in writing and directed to the address set forth below for LitePoint, or for Customer, to either of the last address a) to which an invoice was sent by LitePoint, or b) from which a purchase order was received by LitePoint. LitePoint's address for notices is: LitePoint Corporation, Attn: Contracts, 180 Rose Orchard Way, San Jose, CA 95134 USA, or alternately, contracts@teradyne.com. Acceptable methods for sending notice are overnight courier, certified mail, or electronic mail. Notices given by overnight courier or certified mail are deemed delivered two (2) days after posting and notices given by email are deemed to be delivered when sent. Notwithstanding the foregoing, notices regarding changes in software license terms, policies, or programs may be delivered by posting on LitePoint.com or by email.

本条款和条件要求的通知应以书面形式发出，并发送至 LitePoint 的下列地址，或发送至客户任一最近使用之地址：a) LitePoint 发送发票的最后地址，或 b) LitePoint 接收采购订单的地址。LitePoint 接收通知的地址为：LitePoint 公司，收件人：合同，180 Rose Orchard Way, San Jose, CA 95134 USA，或者可以发送电子邮件至 contracts@teradyne.com。可接受的通知发送方式为连夜快递、挂号信或电子邮件。通过连夜快递或挂号信发出的通知被视为在邮寄后两（2）天送达，而通过电子邮件发出的通知在发送时被视为送达。尽管有上述规定，但有关软件许可条款、政策或程序变更的通知可通过 LitePoint.com 发布或通过电子邮件发送。

18. ENTIRE AGREEMENT.

18. 完整协议

These Terms and Conditions constitute the final, complete and exclusive agreement between the parties with respect to Customer's use of the Products and supersedes any prior or contemporaneous representations or agreements, whether written or oral.

本条款和条件就客户对产品的使用构成双方之间的最终、完整和排他性协议，并取代任何先前或同期的书面或口头陈述或协议。

19. MISCELLANEOUS.

19. 其他

These Terms and Conditions are governed by the laws of the State of California, excluding conflicts of laws principles. Customer consents to the exclusive jurisdiction and venue of the state and federal courts located in San Jose, California for all claims, actions and disputes (if any) not subject to arbitration. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions shall remain in full force and effect. The headings in these Terms and Conditions are inserted for convenience only and do not affect its interpretation. These Terms and Conditions are made in English. The Chinese version is for reference only. In case of any ambiguity herein, the English version shall prevail.

本条款和条件受加利福尼亚州法律管辖，排除法律冲突原则。对于所有未经仲裁的索赔、诉讼和争议（如有），客户同意位于加利福尼亚州圣何塞的州和联邦法院具有专属管辖权并作为审判地点。如果具有司法管辖权的法院认为本条款和条件的任何条款违背法律，则应对该条款进行变更和解释，以在法律允许的最大范围内最充分地实现原条款的宗旨，而本条款和条件的其余条款应保持完全有效。本条款和条件中的标题仅为方便起见而设，并不影响其解释。本条款和条件以英文作成，中文版本仅为参考。英文版与中文版间发生歧异时，应以英文版为准。