Exact Terms and Conditions version July 2019

These terms and conditions describe the rights and restrictions that apply to the use of the products and services of Exact supplied to you.

This document contains the following:

Part A   General Provisions

Special Provisions
Part B   Software Agreement

Part C   Agreement in respect of Customised Software

Part D   Maintenance Agreement

Part E   Consultancy agreement

Part F   Subscription agreement

The General Provisions apply to every use, maintenance and support of all Software, Customised Software and all other services provided by Exact. The Special provisions specifically refer to the purchase by Customer of the specific product or service at Exact.

Exact 条款和条件 版本七月 2019

该等条款和条件描述了适用于使用 Exact 提供给您的产品和服务的权利和限制。
本文件包括以下内容：

A部分   通用条款

特殊条款
B部分   软件协议

C部分   关于定制软件协议

D部分   关于（定制）支持和维护服务协议

E部分   咨询协议

F部分   订购协议

本通用条款适用于 Exact 提供的所有软件、定制软件和所有其他服务的每次使用、维护和支持。特殊条款具体是指客户按规定购买特定的产品或服务。

EXACT TERMS AND CONDITIONS VERSION JULY 2019		Exact 条款和条件 版本 七月 2019
Part A **General Provisions**		A 部分　　通用条款
Article 1 第1条	**Definitions**	定义
	In these Exact Terms and Conditions ("these terms and conditions") the terms listed below have the following meaning:	在该等 Exact 条款和条件（"该等条款和条件"）中，下列术语具有以下含义：
1.1	*Customer*: the Person who enters into an Exact Agreement with Exact or is negotiating with Exact;	*客户*：与 *Exact* 达成或正在协商 Exact 协议的人士；
1.2	*Third- Party Components*: a piece of software, software component, collection of components developed by a third party and used by Exact in its Software;	*第三方组件*：由第三方开发并在其软件中 Exact 使用的一个软件、软件组件、组件集合；
1.3	*Customer Portal:* the protected part of the Website to which Named Users gain access by means of the User-ID provided by Exact;	*客户门户:* 网站的受保护部分，指定用户可以通过 Exact 提供的用户 ID 访问该部分；
1.4	*Third-Party Services*: a service, website, application, component or software of a third party that is connected to the Software;	*第三方服务*：连接到该软件的第三方的服务、网站、应用程序、组件或软件；
1.5	*Subsidiary*: a subsidiary within the meaning of Section 2:24a of the Dutch Civil Code, or another legal entity in which Exact or the Customer has more than 50% of either the share capital or the voting rights in the general meeting and can use this to determine the	*子公司*：《荷兰民法典》第 **2:24a** 条所指的子公司，或 Exact 或客户在股东大会上拥有超过 **50%**的股本或投票权的其他法律实体，并可据此确定子公司政策；

	subsidiary's policy;	
1.6	*Documentation:* the documentation, electronic or otherwise, of Exact belonging to the Software or the Customised Software, including any tools and reports;	*文档：*属于本 Exact 软件或定制软件的电子或其他文档，包括任何工具和报告；
1.7	*Exact:* Exact Group B.V. or one of its Subsidiaries acting as a provider of the Exact Service(s);	*Exact:* Exact Group B.V. 或其附属公司之一作为 Exact 服务的提供者；
1.8	*Exact Service(s):* the service or services to be provided by Exact or the other performance or performances to be delivered by Exact, as further described in the Exact Agreement;	*Exact 服务：*如 Exact 协议中进一步描述的，由 Exact 提供的服务或由 Exact 提供的其他履约内容；
1.9	*Exact Agreement:* (i) any agreement concluded between Exact and the Customer in respect of one or more Exact Services (including, but not limited to, a software agreement, a maintenance agreement, a consultancy agreement and a subscription agreement), (ii) including any amendment of this agreement, (iii) including all factual and legal acts to prepare this agreement, offers and order confirmations, and (iv) including these terms and conditions;	*Exact 协议：***(i)** Exact 与客户就一项或多项 Exact 服务达成的任何协议（包括但不限于软件协议、维护协议、咨询协议及订购协议），**(ii)**包括对本协议的任何修订, **(iii)**包括所有制备本协议的事实和法律行为，报价和订单确认, 和**(iv)** 包括该等条款和条件；
1.10	*User:* the Customer and/or Employee of a Customer who uses the Exact Service;	*用户：*使用 Exact 服务的客户和/或客户的雇员；
1.11	*Affiliated Company*: a group company of the Customer or Exact in the meaning of Section 2:24b of the Dutch Civil Code, as well as any other legal entity in which the Customer or Exact directly or indirectly through one or more intermediaries, controls, is controlled by or under common control with the Customer or Exact, as applicable.	*关联公司：*客户的集团公司或《荷兰民法典》第 **2:24b** 条所指的集团公司，以及客户或 Exact 通过一个或多个中介机构直接或间接控制、受客户或 Exact 控制或客户与 Exact 共同控制（视情况而定）的任何其他法律实体。
1.12	*File:* the file provided by Exact to the Customer that can be used to create administrations and/or	*文件：*Exact 提供给客户的文件，可用于在软件中创建管理和/

	databases and Named Users in the Software;	或数据库以及指定用户；
1.13	*Current Version*: the version of the Software in which the Customised Software is realised;	*当前版本*：实现定制软件的软件版本；
1.14	*Customised Software:* the software and/or software components developed in accordance with the Specifications by Exact on the instructions of the Customer, that do not form part of Exact's standard software;	*定制软件*：Exact 在客户指示下按照规格开发的，但不构成 Exact 标准软件的一部分的软件和/或软件组件；
1.15	*Employee:* an employee of the Customer or Exact and/or another Person who is authorised to work for or under the responsibility of the Customer or Exact;	*雇员*：客户或 Exact 的雇员及/或获授权为客户或 Exact 工作或在客户或 Exact 管理之下的其他人士；
1.16	*Named User:* the natural person for whom a User-ID is created, which User-ID gives access to the Software (irrespective of whether they use the Software or not) and/or to the Customer Portal;	*指定用户*：为其创建用户 ID 的自然人，该用户 ID 允许访问软件（无论其是否使用该软件）和/或客户门户；
1.17	*Defects:* all substantial failures in the Software that significantly impede its functioning. The lack of functionality in a new Update of the Software that was present in a previous Update is not regarded as a Defect;	*缺陷*：软件的所有重大故障都严重阻碍了其功能。在以往的更新中出现的软件的新更新中缺少功能不视为缺陷；
1.18	*The Parties:* Exact and the Customer;	*各方*：Exact 和客户；
1.19	*Person*: a natural person or legal entity or company without legal personality;	*人士*：自然人、法人或者非法人公司；
1.20	*Privacy Policy:* the privacy policy of Exact, made separately available on the Website, which applies to Exact's processing of the Customer's personal data and is in accordance with the applicable laws and regulations;	*隐私政策*：Exact 隐私政策，其在网站上单独提供，适用于 Exact 处理客户的个人资料，并符合适用的法律法规；
1.21	*Renewal Date*: the date on which the Exact Agreement (or part thereof) is (automatically) renewed in	*续签日期*：根据 Exact 协议（或其部分）的规定（自动）续签

	accordance with the provisions of the Exact Agreement or the relevant part thereof;	Exact 协议（或其部分）的日期；
1.22	*Software*: the standard (executable) software of Exact that is made available to the Customer pursuant to the Exact Agreement (with the exception of Third-Party Services), as well as all Updates provided by Exact to the Customer;	*软件*：根据 Exact 协议向客户提供的 Exact 标准（可执行的）软件（第三方服务除外），以及 Exact 向客户提供的所有更新；
1.23	*Specifications*: the description of the Customised Software and the requirements with which that software must comply;	*规格*：定制软件的描述及其必须遵守的要求；
1.24	*System Requirements:* the minimum requirements that Exact sets for the Customer's hardware and software to be able to use the Exact Services and that are also stated on the Website;	*系统要求*：Exact 为客户的硬件和软件设定的能够满足 Exact 服务的最低要求，以及在网站上所述的最低要求；
1.25	*Update*: a version of the Software in which an adjustment, a solution of a Defect or an improvement is made;	*更新*：对缺陷或者改进作出调整、解决方案的软件版本；
1.26	*User-ID*: a code exclusively intended for the Named User, consisting of a username and a password. The User-ID may only be used by the Named User;	*用户-ID*：专用于指定用户的代号，包括用户名和密码。用户-ID 只能由指定用户使用；
1.27	*Confidential Information*: confidential information about the Customer or Exact, including (a) information marked as 'confidential' in writing, (b) information not generally known to the public, (c) information not generally disclosed by the party to whom it relates and/or from whom it originates, and (d) information whose confidential nature is reasonably known;	*保密信息*：关于客户或 Exact 的保密信息，包括(a)书面标记为"机密"的信息，(b) 不为公众所知的信息, (c)通常不由与之有关的一方和/或其来源方披露的信息，和 (d)已合理知晓其机密性的信息；
1.28	*Website:* Exact's website;	*网站*：Exact 网站；
1.29	*Working Days:* generally accepted working days in the country of Exact or its Affiliated Companies from	*工作日*：除法定公众假期外，在 Exact 或其关联公司提供维修及

	which maintenance and support services are provided, with the exception of official public holidays; and	支持服务的国家内的一般认定的工作日；和
1.30	*Control:* in relation to a legal entity, the possession of a deciding vote by law, an agreement or otherwise, over such legal entity, including possession of more than fifty percent (50%) of the voting stock, equity interest, or rights on election of directors, or the right to direct the management of such legal entity.	*控制权：*就法律实体而言，对该法律实体拥有法律上、协议上或以其他方式的决定性一票，包括具有百分之五十以上有表决权的股票、权益或者董事选举权利，或者直接管理该法人的权利。
Article 2 第2条	**General**	**总则**
2.1	These terms and conditions apply to every Exact Agreement.	该等条款和条件适用于所有Exact协议。
2.2	Stipulations that deviate from these terms and conditions will be binding only if they have been agreed in writing and will apply only to the case in question.	不同于本条款和条件的规定，只有经书面同意才具有约束力，并且仅适用于有特定有争议案例。
2.3	Exact expressly rejects the applicability of the Customer's purchasing or general terms and conditions.	Exact 明确拒绝客户采购或一般条款和条件的适用性。
2.4	In these terms and conditions, the terms 'in writing' or 'written' also mean by e-mail.	在该等条款和条件中，"写作"或"书面"也指电子邮件。
2.5	If Exact does not require strict compliance with these terms and conditions in a particular case, it does not forfeit the right to require strict compliance in future cases, similar or otherwise.	如果 Exact 在特定情况下不要求严格遵守这些条款和条件，其在今后类似或其他情况下仍然拥有要求严格遵守这些条款和条件的权利。
2.6	The stipulations in these terms and conditions have not only been made for the benefit of Exact, but also for the benefit of its direct and indirect directors and its shareholders, all Persons working for Exact or	本条款和条件的规定不仅是为了 Exact 的利益，也是为了其直接和间接董事及其股东、为确切履行协议而工作或按确切方式受聘

	engaged by Exact for the performance of an Agreement and all Persons for whose actions and omissions Exact could be liable.	的所有人士，以及对其行为和疏忽负有责任的所有人士的利益。
2.7	Exact is entitled to revise these terms and conditions from time to time. The amended terms and conditions enter into effect on the date mentioned in the message in which Exact announces the amendments. The amended terms and conditions will apply to Exact Agreements that are concluded after the aforementioned amendment. The amended terms and conditions also apply to current Exact Agreements, unless the Customer, within 14 days after the announcement of the proposed amendment of the terms and conditions, has informed Exact in writing that it wishes to terminate the relevant Exact Agreement or Agreements with due observance of a notice period of 1 month, which possibility of termination only exists if the amendments are substantially or unreasonably onerous. In the absence of a timely and lawful termination, the Customer is deemed to have accepted the amended terms and conditions. Termination does not entitle the Customer to repayment of fees that have already been paid or that are due.	Exact 有权随时修改这些条款和条件。修改后的条款和条件自 Exact 宣布修改的消息中提到的日期起生效。修改后的条款将适用于上述修改后签订的 Exact 协议。修改的条款和条件也适用于当前 Exact 协议，除非客户在宣布修改条款后 14 天内以书面通知 Exact，其希望终止有关 Exact 协议或适当遵守通知期限为 1 个月的协议（只有当修正案实质上或不合理地繁重时，才存在终止的可能性）。如果没有及时和合法的终止，客户将自动视为接受修改后的条款和条件。终止并不赋予客户偿还已支付或到期费用的权利。
2.8	In the case of a conflict between the General Provisions of these terms and conditions and the Special Provisions, the Special Provisions will prevail.	本条款和条件的一般条款与特殊条款相矛盾的，以特殊条款为准。
2.9	These terms and conditions have been drawn up in different languages. If there is a difference of opinion about the content or purport of these terms and conditions, the English text will be binding.	该等条款和条件草拟时采用不同语言的，如对本条款的内容或主旨有异议，以英文文本为准。

Article 3 第3条	**Offer and agreement**	报价和协议
3.1	All offers or quotations by Exact regarding the Exact Services are non-binding and revocable.	Exact 提供的所有关于 Exact 服务的报价均不具有约束力，且可撤销。
3.2	An acceptance by the Customer that deviates from Exact's offer, on minor aspects or otherwise, always counts as a rejection of this offer and as a new offer of the Customer. An Exact Agreement is only created in accordance with this new offer after Exact's written acceptance.	客户接受不同于 Exact 的报价，无论是任何方面上，总是被视为拒绝该报价，并且客户提出新报价。只有在 Exact 公司书面接受后，才会根据该新报价生成 Exact 协议。
3.3	The Customer can place an order for Exact Services in the manner indicated by Exact. Each order is subject to Exact's acceptance. Exact may accept or refuse an order at its own discretion. Exact will perform a Restricted Party List screening (as defined in article 20.4 of these terms and conditions) on each new Customer. Customer commits to assist Exact in performing such screening.	客户可以按照 Exact 所指示的方式订购 Exact 服务。每一份订单都必须经过 Exact 公司的认可。Exact 可以自行决定接受或拒绝订单。Exact 将对每个新客户进行受限方名单筛选（定义见本条款和条件第 20.4 条）。客户承诺协助进行此类筛选。
Article 4 第4条	**Prices and payment**	价格和付款条款
4.1	All prices and rates applied by Exact exclude VAT and any other taxes, levies and surcharges of any nature imposed now or in the future by the government or any other competent authority. All payments to be made to Exact shall be made at such place and to such bank account as requested by Exact. All payments shall be made without any deductions based on any currency control restrictions, import duties, or sales, use, value-added or any other taxes, with the	所适用的所有价格和费率均不包括增值税和政府或任何其他主管机关现在或将来征收的任何其他税款、征费和附加费。所有支付给 Exact 的款项应在 Exact 要求的地点和银行账户中支付。除 Exact 公司可收回预扣税外，所有支付均不应根据任何货币管制限制、进口税、或销售、使用、增值或任何其他税种进行任何扣减（下称"可收回预扣税"）。如果客户有义务依照法律规定进行扣减，除可收回预扣税外，客户应偿还任何此类款项。如果客户

	exception of withholding tax, which are recoverable for Exact (hereinafter: "Recoverable Withholding Tax"). If the Customer is obliged to make deductions by virtue of law, the Customer shall reimburse Exact for any such amounts, with the exception of Recoverable Withholding Tax. If the Customer is obliged to pay Recoverable Withholding Tax, it shall promptly – and in any event ultimately 15 work days before payment of an invoice of Exact – notify Exact of such obligation and any related documentation requirements, so Exact and the Customer may effectuate reduction, if any, of Recoverable Withholding Tax under an applicable double tax treaty. In any event shall the Customer surrender to Exact proof of payment to the relevant authorities of the Recoverable Withholding Tax within 90 days of payment. Failure to comply with the aforementioned timely notification or the proof of payment, shall disqualify any paid withholding tax as Recoverable Withholding Tax, as a result of which the Customer shall be held to fully reimburse Exact for the deduction made by the Customer.	有义务支付可收回预扣税，在支付 Exact 发票前 15 个工作日，Exact 应及时通知 Exact 该义务和任何相关文件要求，因此 Exact 和客户可以根据适用的双重征税协定减少可收回预扣税（如有）。在任何情况下，客户应在付款后 90 天内向有关机关提交可收回预扣税的 Exact 付款证明。未按上述及时通知或付款证明办理的，应取消已支付的预扣税作为可收回预扣税的资格，因此，并追究客户对 Exact 扣除的税款的全部责任。
4.2	Payments by the Customer must be made unconditionally, without deferment, discounts or settlement, within 30 days after the invoice date.	客户必须在发票日期后 30 天内无条件付款，不得延期、扣减或商议。
4.3	The Customer owes Exact a fee for the Exact Services, irrespective of whether the Customer actually uses these or not.	无论客户是否实际使用 Exact 服务，客户都应向 Exact 支付费用。
4.4	Exact is authorised to adjust the amount of the fees due to it each year. This adjustment will be announced by e-mail and/or otherwise, for example via the Customer Portal. Customer expressly declares to agree to the annual adjustment if this (at maximum) keeps pace with the [Statistics Netherlands Consumer Price	Exact 公司有权每年调整应付的费用数额。此调整将通过电子邮件和/或其他方式（例如通过客户门户）宣布。客户明确声明，如果年度调整（最高）与[荷兰统计局消费者价格指数数字（级别：所有家庭，2015 年=100）]保持一致，则客户同意年度调

	Index Figure (series: all households, 2015=100)]. In the case of price increases exceeding this price index figure, the Customer can terminate the relevant Exact Agreement or Agreements as of the Renewal Date by means of a written notification by registered post to Exact or via the Customer Portal within two (2) weeks after announcement of the price increase. If the Customer does not respond to an announced price increase within the period referred to of two (2) weeks, the Customer is deemed to have accepted Exact's new price conditions.	整。在价格上涨的情况下超过这个价格指数图，客户可以在提价公告后的两(2)周内，以挂号邮件的形式向 Exact 或客户门户网站发出书面通知，终止相关的 Exact 协议或自续签日期起的协议。如果客户在两(2)周内没有对宣布的价格上涨做出回应，则视为客户接受 Exact 的新价格条件。
4.5	Exact may, at its own discretion, allow the Customer to pay the fees in instalments. When the Exact Agreement ends, Exact may immediately claim any balance of the original amount not yet paid by the Customer.	Exact 可以自行决定允许客户分期付款。当 Exact 协议终止时，Exact 可以立即索赔客户尚未支付的原始款项的任何余款。
4.6	Exact may (at its sole discretion) offer Customer various payment methods. To the extent Exact offers a specific payment method to the Customer and the Customer accepts it, the Customer agrees that additional conditions of Exact or of third parties may apply to that payment method.	Exact 可以(自行决定)向客户提供各种支付方式。如果 Exact 向客户提供了特定的支付方法，并且客户接受该支付方法，则客户同意 Exact 或第三方的附加条件可适用于该支付方法。
4.7	If the Customer has chosen payment via direct debit collection, the Customer will provide Exact with the correct authorisation and the Customer must have a bank account or an account with a national or international bank or third party payment service provider that is registered with or approved by the local central bank. Unless expressly agreed otherwise, direct debit collections are made monthly. To the extent a direct debit is not possible, the invoiced amount must be paid within 14 days of the invoice date.	如果客户选择通过直接借记收款方式付款，客户将向 Exact 提供正确的授权，客户必须拥有在当地中央银行注册或批准的银行账户，或在国内或国际银行或第三方支付服务提供商的账户。除非另有明确约定，否则每月直接通过借记收款。如果不能直接借记，发票金额必须在发票日期后 14 天内支付。

4.8	The Customer must provide Exact with all relevant details, including but not limited to its full name, address and payment details, and immediately notify Exact of any change in these details.	客户必须向 Exact 提供所有相关细节，包括但不限于其全名、地址和付款细节，并立即通知 Exact 如这些细节有任何更改。
4.9	IF THE CUSTOMER FAILS TO FULFIL ITS PAYMENT OBLIGATIONS OR FAILS TO FULFIL THEM IN TIME, WITHDRAWS THE DIRECT DEBIT MANDATE WITHOUT VALID REASON, OR IF THE PAYMENT CANNOT BE PROCESSED FOR REASONS NOT ATTRIBUTABLE TO EXACT, EXACT WILL INFORM THE CUSTOMER ACCORDINGLY AND RESERVES ITS RIGHT TO LIMIT OR TO BLOCK THE CUSTOMER'S ACCESS TO THE EXACT SERVICE WITHOUT INCURRING ANY LIABILITY TOWARDS THE CUSTOMER.	如客户未能履行付款义务或未能及时履行付款义务，无正当理由而撤销直接付款授权书，或因非 **EXACT** 的原因而无法处理付款，**EXACT** 将相应地通知客户，并保留在不对客户承担任何责任的情况下限制或阻止客户使用 **EXACT** 服务的权利。
4.10	If the Customer fails to fulfil its payment obligations or fails to fulfil them in time, it will be in default without any notice of default being required. If the Customer is in default in making any payment, all claims of Exact against the Customer are immediately due in full. During its default, the Customer owes interest on the outstanding amount due at a rate of 1.5% per month or part of the month.	如客户未能履行付款义务或未能及时履行付款义务，客户即属违约，无须发出任何违约通知。如果客户拖欠任何款项，Exact 向客户提出的所有索赔均应立即全额偿付。在其违约期间，客户对到期未付金额的利息按每月 1.5%或每月的一部分计算。
4.11	All internal and external costs of Exact that relate to the collection of the amounts due by the Customer, including but not limited to the costs for lawyers and bailiffs actually incurred by Exact, are at the Customer's expense. The extrajudicial collection costs due by the Customer amount to at least 15% on the first € 5,000 (with a minimum of € 250), 10% on the excess up to € 10,000, 8% on the excess up to € 20,000, 5% on the excess up to € 60,000 and 3% on the excess over € 60,000.	Exact 的所有内部和外部费用，包括但不限于 Exact 实际产生的律师和执行官的费用，均由客户承担。客户应支付的法庭外产生费用在首笔款项 **5,000** 欧元中至少占 **15%**（最低 **250** 欧元），超额到 **1** 万欧元则占 **10%**，超额到 **2** 万欧元则占 **8%**，超额到 **6** 万欧元则占 **5%**，超过 **6** 万欧元则占 **3%**。

4.12	At Exact's request, which can be made prior to and during execution of the Exact Agreement, the Customer will make a full or partial advance payment or provide sufficient security for the performance of its obligations vis-à-vis Exact. If Exact requires a deposit from the Customer, Exact shall ensure that the amount will not be more than 20% of the total fees payable by the Customer for the relevant Exact Services.	应 Exact 的要求，客户可以在签订 Exact 协议之前和执行期间支付全部或部分预付款，或为履行其对于 Exact 的义务提供足够的担保。如果 Exact 要求客户支付押金，Exact 应确保金额不超过客户为相关 Exact 服务应支付的总费用的 20%。
Article 5 第5条	**Delivery period, complaints, checks and inspection**	交货期、投诉、检查和检验
5.1	All delivery periods are determined by Exact to its best knowledge, on the basis of the information available at that time, and are observed as much as possible, but are not strict deadlines. Exceeding of these periods does not entitle the Customer to compensation for damages, repayment or discount, or to terminate the Exact Agreement.	所有的交货期都是由 Exact 根据当时其所知和可用信息而确定的，并且尽可能多地进行观察，但并不是严格的截止日期。超过该等期限，客户无权要求赔偿损失、偿还或折扣，或终止 Exact 协议。
5.2	Exact is at all times entitled to make partial deliveries.	Exact 在任何时候都有权进行分批交货。
5.3	The Customer must inform Exact in writing within 2 weeks after the Exact Services are made available by Exact of any complaints in respect of an incorrect delivery or performance of an incorrect or faulty service by Exact. Such a notification does not suspend the Customer's payment obligations. The Customer is not allowed to return goods to Exact without Exact's prior permission.	客户必须在 Exact 提供 Exact 服务后的两周内，以书面形式通知 Exact 关于 Exact 不正确交货或提供不正确或错误服务的任何投诉。此类通知并不暂停客户的付款义务。未经 Exact 公司事先许可，客户不得将货物退回 Exact 公司。
5.4	Exact is entitled to perform or have a third party perform a check and/or inspection in order to	Exact 有权执行或让第三方执行检查和/或检验，以确定客户是

	determine whether the Customer is complying with the conditions of the Exact Agreement, provided that this check and/or inspection is performed during normal business hours and in such a way that the Customer's activities are not unreasonably obstructed. Such an inspection will be performed by an expert chosen and deployed by Exact. This expert will submit a summarising note showing his findings, but in no way provides Exact with information other than that which the expert becomes aware of in the check and/or inspection. The costs of this check are at the expense of Exact, unless the inspection proves that the Customer is not complying with the provisions of an Exact Agreement, in which case the costs are at the expense of the Customer.	否符合 Exact 协议的条件，只要这种检查和/或检验是在正常的营业时间内进行的，并且不会无理地阻碍客户的活动。该等检查将由 Exact 选择和部署的专家执行。该专家将提交一份总结说明，说明其检查发现，但除了专家在检查和/或检验中发现的信息外，其他并不能提供准确的信息。此检查的费用由 Exact 承担，除非检查证明客户没有遵守 Exact 协议的规定，在这种情况下，费用由客户承担。
Article 6 第6条	**Transfer of risk**	风险转移
6.1	The risk of loss, theft, embezzlement or damage of items, data (including: usernames, codes and passwords), documents, software or data files that are created, provided or used in the context of the performance of the Exact Agreement passes to the Customer when the Customer or a person duly authorised by the Customer comes into actual possession of them.	当客户或客户正式授权的人士实际拥有该等所有物时，在履行 Exact 协议过程中创建、提供或使用的项目、数据（包括:用户名、代码和密码）、文档、软件或数据文件的丢失、被盗、盗用或损坏的风险转移给客户。
Article 7 第7条	**Retention of title and right of retention**	所有权和留置权的保留

7.1	The Exact Agreement does not serve to transfer the ownership of any right and/or any item to the Customer.	Exact 协议不用于将任何权利和/或任何项目的所有权转让给客户。
7.2	Insofar as an Exact Agreement serves to have Exact transfer the ownership of one or more items to the Customer, these items remain the property of Exact until all amounts the Customer owes to Exact pursuant to the Exact Agreement have been paid to Exact in full. A Customer that acts as a reseller can sell and resell all items delivered under retention of title insofar as this is customary in the context of the normal performance of its business.	如果 Exact 协议旨在使 Exact 将一个或多个项目的所有权转让给客户，则在客户根据 Exact 协议欠 Exact 的所有款项全部支付给 Exact 之前，这些项目仍属 Exact 财产。作为经销商的客户可以销售和转售所有交付的商品，只要这是在其业务正常运行的情况下的惯例。
7.3	The property-law consequences of the retention of title of an item intended for export are controlled by the law of the state of destination if that law contains more favourable provisions for Exact.	如果目的地国的法律对保留出口项目所有权包含更为有利的规定，Exact 财产法保留出口货物所有权的后果由目的地国法律控制。
7.4	In that case, rights are granted or transferred to the Customer subject always to the condition that the Customer has paid all amounts due under the Exact Agreement.	在这种情况下，权利总是被授予或转让给客户，条件是客户已经支付了根据 Exact 协议到期的所有款项。
7.5	Exact can retain the data, documents, software and/or data files received or realised in the context of the Exact Agreement in spite of an obligation to deliver or transfer until the Customer has paid all amounts due to Exact.	Exact 可以保留根据 Exact 协议接收或实现的数据、文档、软件和/或数据文件，尽管其有义务在客户付清欠 Exact 的所有款项之前交付或传输这些文件。
Article 8 第8条	**Intellectual property rights**	知识产权

8.1	All registered and unregistered copyrights, patents, registered trademarks, trade names, database rights, design rights and other intellectual and industrial property rights and all similar rights with regard to the protection of (information regarding) the Software, Customised Software and Documentation are the exclusive property of Exact or its licensors. None of the provisions may be construed in such a manner that it results in a full or partial transfer of those rights to the Customer.	所有已注册和未注册的版权、专利、注册商标、商号、数据库权、设计权以及其他知识产权和工业产权，以及所有与保护(有关)软件、定制软件和文档的(信息)有关的类似权利，均为 Exact 或其许可人的专有财产。任何条款不得被解释为导致这些权利全部或部分转让给客户。
8.2	The Customer may not fully or partially change, remove or render unrecognisable Exact's intellectual property rights. The Customer may not use or register any trademark, design, logo or domain name of Exact or any corresponding name or sign in any jurisdiction worldwide. Any use of Exact's trademarks and other intellectual property is reserved to Exact and any goodwill arising from such use is for the benefit of Exact.	客户不得完全或部分更改、删除或呈现无法识别 Exact 的知识产权。客户不得在全球任何司法管辖区使用或注册 Exact 的任何商标、设计、徽标或域名或任何相应的名称或符号。使用 Exact 的商标和其他知识产权的权利归 Exact 所有，使用该商标和其他知识产权产生的任何商誉均为 Exact 的利益。
8.3	In the case that legal proceedings are brought against the Customer that are based on the argument that the use of the Exact Services infringes a patent, copyright, business secret or any other intellectual property right of third parties, Exact will indemnify the Customer against all loss and costs resulting from a judicial order and/or from an amicable settlement reached in the context of legal proceedings, on the condition that: a) the Customer immediately informs Exact in writing of such legal action as soon as it become known to it; b) the legal action concerns the rights of a third party in a country that is a party to the Bern Convention for the protection of works or literature and art; c) the Customer is represented by a lawyer appointed by	如果客户因使用 Exact 服务侵犯了第三方的专利、版权、商业秘密或任何其他知识产权而被提起法律诉讼，Exact 将赔偿客户因司法命令和/或在法律程序范围内达成的友好和解而产生的一切损失和费用，条件是：a)客户一旦得知该等法律行动，立即书面通知 Exact；b)法律行动涉及《伯尔尼保护文学和艺术作品公约》缔约国境内第三方的权利；c)客户由 Exact 指定的律师代表；d)客户在进行抗辩并达成友好和解时给予充分合作；e)客户允许 Exact 自行进行抗辩，并就 Exact 认为合适的解决方案进行谈判。

	Exact; d) the Customer grants complete cooperation in conducting a defence and reaching an amicable settlement; and e) the Customer allows Exact to conduct a defence at its own discretion and negotiate a settlement that Exact deems appropriate.	
8.4	If the Customer is prohibited from using the Exact Services by a court order because of an infringing act as referred to in Article 8.3 of these terms and conditions or, in Exact's opinion, there is a chance that the Exact Services will be the subject of a successful claim for infringement, Exact may, at its own discretion and expense: a) obtain the right for the Customer to continue using the Software as set out in these terms and conditions; b) replace or modify the Software in such a way, that it no longer infringes, provided that its functionality remains materially unchanged; or c) if options (a) and (b) are not reasonably feasible – in Exact's opinion – terminate the Exact Agreement, including the rights granted in it, with respect to the infringing Software.	如客户因本条款第 8.3 条所指的侵权行为而被法院命令禁止使用 Exact 服务，或 Exact 认为，Exact 服务有可能成为胜诉的侵权索赔的主体，Exact 可以自行决定并承担费用：a)获得客户继续使用本条款和条件中规定的软件的权利；b)在保证其功能实质上保持不变的情况下，以不再构成侵权的方式替换或修改本软件；或 c)如果选项(a)和(b)在 Exact 看来不合理可行，则终止 Exact 协议，包括其中授予的与侵权软件有关的权利。
8.5	NOTWITHSTANDING THE OTHER PROVISIONS OF ARTICLE 8, EXACT IS NOT LIABLE TOWARDS THE CUSTOMER TO THE EXTENT A CLAIM IS BASED ON: A) USE OF THE EXACT SERVICES IN CONNECTION WITH DATA, EQUIPMENT OR SOFTWARE THAT EXACT HAS NOT PROVIDED, WHERE THE EXACT SERVICES BY THEMSELVES WOULD NOT INFRINGE OR OTHERWISE BE THE SUBJECT OF THE CLAIM; B) USE OF THE EXACT SERVICES BY THE CUSTOMER CONTRARY TO THE EXACT AGREEMENT, THESE TERMS AND CONDITIONS OR THE DOCUMENTATION; C) AN ADAPTATION OF THE SOFTWARE MADE BY A PERSON OTHER THAN EXACT; OR D) EXACT'S	尽管有第 8 条的其他规定，如果索赔基于以下情况，EXACT 对客户索赔不负任何责任：A)使用 EXACT 服务涉及 EXACT 未提供的数据、设备或软件，而 EXACT 服务本身不会侵犯或以其他方式成为索赔的主体；B)客户违反 EXACT 协议、本条款和条件或文件使用 EXACT 服务；C)由 EXACT 以外的人改编的软件；或 D)严格遵守客户的明示指示。客户对第 8.5 条中提到的直接针对 Exact 的索赔进行赔偿，并使 Exact 免受损害。

	COMPLIANCE WITH THE CUSTOMER'S EXPRESS INSTRUCTIONS. The Customer indemnifies and holds Exact harmless against claims as referred to in Article 8.5 that are directly brought against Exact.	
8.6	The Customer accepts that Exact's full and exclusive liability for infringements of patents, copyrights, trademarks or other intellectual property rights is as set out in this Article 8 and in Article 14. Exact may adopt and maintain technical measures to protect the Website, Software and Documentation, (including the intellectual property rights) to them.	客户同意 Exact 对侵犯专利、版权、商标或其他知识产权的全部和独家责任见本第 8 条和第 14 条。Exact 可以采取和维护技术措施来保护其网站、软件和文档（包括知识产权）。
Article 9 第9条	**Obligation to provide information and cooperation**	提供信息与合作的义务
9.1	To enable a proper performance of the Exact Agreement by Exact, the Customer will always and in due time provide the data, cooperation and/or information reasonably required by Exact, free of charge. The Customer must notify Exact in due time and in writing about changes to business data as well as any other relevant information.	为使 Exact 能够正确履行 Exact 协议，客户将始终在适当的时间免费提供 Exact 合理要求的数据、合作和/或信息。客户必须在适当的时间以书面形式通知 Exact 关于业务数据以及任何其他相关信息的更改。
9.2	The Customer ensures the accuracy and completeness of the data and information it provided to Exact. In connection with continuity, the Customer will appoint one or more contact persons who will act as such for the duration of the provision of services. The Customer's contact persons will have the necessary experience, specific knowledge of the subject matter and understanding of the goals desired by the Customer.	客户确保其提供给 Exact 的数据和信息的准确性和完整性。就连续性而言，客户将委任一名或多名联络人，在提供服务期间担任该等工作。客户的联络人将具有必要的经验、对主体的特定知识以及对客户所期望的目标充分理解。

9.3	The Customer is responsible for the use and the application of the equipment, software and of the services to be provided by Exact (in its organisation), for the monitoring and security procedures and proper system administration.	客户负责使用和应用 Exact（在其组织体系中）提供的设备、软件和服务，以进行监控和安全程序，以及适当的系统管理。
9.4	If Exact's Employees must perform their work at the Customer's location, the Customer will ensure that these Employees can perform their work without interruptions. The Customer provides the aforementioned Employees in any case with access to all Software, Documentation and any necessary location.	如果 Exact 的雇员必须在客户的位置执行他们的工作，客户将确保这些雇员能够在没有中断的情况下执行他们的工作。客户在任何情况下都向上述雇员提供访问所有软件、文档和任何必要位置的权限。
9.5	The Customer guarantees that the equipment and software it uses for the Exact Services meet the System Requirements. The Customer will take the measures necessary to protect its equipment, software and telecommunication and internet connections against viruses, cybercrime and unlawful use by third parties.	客户保证其用于 Exact 服务的设备和软件符合系统要求。客户将采取必要措施，保护其设备、软件、电信和互联网连接免受病毒、网络犯罪和第三方非法使用。
9.6	The Customer itself is fully responsible for the Software receiving all correct and correctly formatted data of all software and hardware that exchange data with the Software or that offer data to the Software.	客户本身完全负责接收与"软件"交换数据或向"软件"提供数据的所有软件和硬件的所有正确格式的数据。
Article 10 第10条	**Commencement, duration and termination**	**开始、期间和终止**
10.1	The Exact Agreement will become effective on the date prescribed in the agreement until terminated, unless the Parties have agreed otherwise in the Exact Agreement. At the end of each term, the Exact Agreement is automatically extended, each time for	除非双方在 Exact 协议中另有约定，否则 Exact 协议将在协议中规定的日期生效，直至终止。在每个期限结束时，Exact 协议自动延长，每次延长的期限与前一个协议期限相同。

	the same period as the preceding contractual period.	
10.2	The Exact Agreement can be terminated by the Parties in writing at the end of an agreed renewal or other period, by serving a notice at least one month in advance of the then expiration date, unless the Parties have agreed otherwise in the Exact Agreement.	除非双方在 Exact 协议中另有约定，否则双方可以在约定的续签期或其他期限结束时，提前至少一个月发出通知，终止 Exact 协议。
10.3	The Customer is not entitled to early termination of an Exact Agreement that has been entered into for a definite period of time.	客户无权提前终止已签订固定期限的 Exact 协议。
10.4	Without prejudice to its other rights and defences, Exact is authorised to suspend its obligations pursuant to the Exact Agreement and/or block the Customer's access to the Exact Services with immediate effect and/or charge an additional fee for the delay that has arisen, in the case that the Customer fails to comply with its obligations under the Exact Agreement, or fails to comply with them properly or in time. Exact's financial and other administrative records serve as full evidence in that respect.	如果客户未能履行其在 Exact 协议下的义务，或未能正确或及时地履行义务，在不损害其其他权利和抗辩的情况下，Exact 有权根据 Exact 协议中止其义务，并/或立即阻止客户访问 Exact 服务，并/或因延迟而收取额外费用。Exact 的财务和其他行政记录可以作为这方面的充分证据。
10.5	Exact is entitled to partially or fully terminate the Exact Agreement at any time with immediate effect and without judicial intervention by means of a written notification to the Customer, if: a) the Customer fails to comply with its obligations under the Exact Agreement, or fails to comply with them properly or in time and, after written notification by Exact, does not remedy this breach within a reasonable period of time after receipt of the notification; b) Exact has good reason to believe that the Customer will fail in the performance of one or more of its obligations; c) the Customer files or has filed a petition in bankruptcy which is not dismissed within 30 days; d) the Customer has been granted a	Exact 有权在任何时候以书面通知客户的方式部分或完全终止 Exact 协议，并立即生效，而无需司法干预，如果：a)客户未能履行其在 Exact 协议项下的义务，或未能正确或及时地履行义务，且在收到 Exact 的书面通知后，未能在收到通知后的合理期限内纠正该违约行为; b) Exact 有充分的理由相信客户将无法履行其一项或多项义务；c)客户申请破产或已申请破产，30 天内未被驳回的；d)客户已被准予暂停付款，无论是临时付款还是其他付款，或为此目的已提出申请；e)法定债务重组计划适用于客户或已申请；f)客户公司被清算；g)客户停止其活动；h)客户的控制权发生变化；或者 i)如果客户违反第 20.4 和/或 20.5 条所述

	suspension of payments, provisional or otherwise, or an application is made for that purpose; e) a statutory debt restructuring scheme is declared applicable to the Customer or applied for; f) the Customer's company is liquidated; g) the Customer ceases its activities; h) the Customer's Control changes; or i) in case Customer breaches any of the obligations and warranties as described in Article 20.4 and/or 20.5.	的任何义务和保证。
10.6	Exact is in no event obliged to pay any kind of compensation for damages if Exact invokes Article 10.4 or 10.5. Notwithstanding any deviating provision in the Exact Agreement, the termination of the Exact Agreement does not discharge the Customer from already accrued obligations to pay fees or other amounts due to Exact, nor does this entitle the Customer to any repayment of amounts already paid.	如果 Exact 援引第 10.4 或 10.5 条，则在任何情况下都没有义务支付任何形式的损害赔偿。尽管 Exact 协议中有任何偏离规定的地方，终止 Exact 协议并不免除客户支付费用或应付给 Exact 的其他款项的已累积义务，也不使客户有权偿还已支付的款项。
10.7	Unless explicitly agreed otherwise in any Exact Agreement, in case the Exact Agreement is terminated all rights, obligations and activities of the Parties will cease to exist at the time of termination, with the exception of the provisions of Articles 7, 8, 11, 14 and 19 of these terms and conditions. At the time the Exact Agreement is terminated Customer will immediately cease and not resume all use of the Software, Documentation and other materials supplied by Exact.	除非另有明确约定，如果 Exact 协议终止，除本条款和条件第 7、8、11、14 和 19 条的规定外，各方的所有权利、义务和活动在终止时将不复存在。在 Exact 协议终止时，客户将立即停止并不再继续使用 Exact 提供的软件、文档和其他材料。
10.8	If the Customer has already received services for the execution of the Exact Agreement at the time of termination, these services and the related payment obligations cannot be undone. Any amounts that Exact invoices before the termination for what has been properly performed or delivered under the Exact Agreement remain due in full and become payable immediately upon termination.	如果客户在终止时已收到用于执行 Exact 协议的服务，则无法撤消这些服务和相关的付款义务。在终止之前，根据 Exact 协议正确履行或交付的任何金额的 Exact 发票在终止后仍应全额支付，并在终止时立即支付。

Article 11 第11条	**Confidentiality**	保密性
11.1	Neither of the Parties will disclose Confidential Information received from the other Party or use it for any purpose other than (i) for which the Confidential Information is provided and/or (ii) the performance of the obligations or the exercise of rights pursuant to the Exact Agreement. This also means that Exact can provide the Customer's Confidential Information to its directors, employees, agents, subcontractors and professional advisors that must take note of this for the performance of the Exact Agreement.	任何一方均不会披露从另一方收到的保密信息，或将其用于除**(i)**提供保密信息的目的和/或**(ii)**根据 Exact 协议履行义务或行使权利之外的任何目的。其也意味着 Exact 可以向其董事、雇员、代理、分包商和专业顾问提供客户的机密信息，该等人士必须注意这一点，以履行 Exact 协议。
11.2	Both Parties will adopt all reasonable measures to comply with their confidentiality obligations and warrant that their Employees and the third parties they hire will comply with these obligations.	双方将采取一切合理措施履行其保密义务，并保证其雇员及其雇佣的第三方将遵守该等义务。
11.3	None of the provisions of this article imposes any restriction on the receiving party in respect of information or data – identical or similar to the information or data contained in the Confidential Information or otherwise – if that information or data a) were already in the rightful possession of the receiving party before these were acquired from the disclosing party; b) were developed independently by the receiving party without using information or data from the disclosing party; c) are or will become publicly known or accessible, other than due to the actions or omissions of the receiving party; or d) are disclosed to the receiving party by a third party, without violation of the confidentiality obligation vis-	本条的任何规定均不对接收方在信息或数据方面施加任何限制——与保密信息或保密信息中所载的信息或数据相同或类似或以其他方式——如果该信息或数据在从披露方获得之前已为接收方合法拥有；b)由接收方独立开发，而不使用披露方的信息或数据；c)除因接收方的行为或疏忽而公开或将公开的；或 d)由第三方向接收方披露，且不违反对披露方的保密义务。

	à-vis the disclosing party.	
11.4	The confidentiality obligations in this Article do not apply if the Confidential Information of the disclosing party must be disclosed pursuant to the law, a regulation or court order, or by decision of a public authority, provided that the receiving party makes every effort to limit the extent of that mandatory disclosure.	如果披露方的保密信息必须根据法律、法规或法院命令或公共机构的决定披露，则本条中的保密义务不适用，但接收方应尽一切努力限制强制披露的范围。
Article 12 第12条	**Personal data and privacy**	个人数据和隐私
12.1	Customer agrees that the Privacy Policy as published on the Website [*link to Exact's Privacy Policy*] applies to any processing by Exact of the Customer's personal data. The Customer hereby expressly consents to the Privacy Policy. Exact may amend the Privacy Policy occasionally and will give notice of the amendments. It is the Customer's responsibility to review the Privacy Policy and become familiar with any amendments. The Customer's continued use of the Exact Services following such amendments will be regarded as the Customer's acceptance of the revised Privacy Policy.	客户同意在网站上公布的隐私政策 [链接到 Exact 的隐私政策]适用于 Exact 对客户个人数据的任何处理。客户特此明确同意本隐私政策。Exact 可能会不时修订私隐政策，并会发出修订通知。客户有责任审查隐私政策并熟悉任何修改。客户在上述修订后继续使用 Exact 服务，则视为客户接受修订后的私隐政策。
12.2	The Customer ensures that it has acquired all necessary permissions and authorisations that are required to process and store personal data via the Exact Service(s), with Exact not being responsible or liable vis-à-vis the Customer for the acquisition of these permissions or authorisations on its behalf. The Customer guarantees that it will process, store and use its personal data in accordance with the applicable laws and regulations and codes of conduct. Exact has	客户须确保已取得所有必需的权限及授权，以便通过 Exact 服务处理及储存个人资料，而 Exact 无须就代表客户取得这些权限或授权向客户负责。客户保证将按照适用的法律、法规和行为准则处理、存储和使用其个人数据。Exact 有权要求客户提供令 Exact 满意的证据，证明已就使用 Exact 服务处理或储存的任何个人资料取得所需的权限和授权。在没有必要的许可或授权的情况下，客户应避免使用 Exact 服务处理或存储个人资料。Exact

	the right to request the Customer to provide evidence satisfactory to Exact that the necessary permissions and authorisations have been obtained in respect of any personal data to be processed or stored using the Exact Services. The Customer shall refrain, and Exact shall have the right to require to Customer to immediately refrain, from using the Exact Services to process or store personal data in the absence of the necessary permission or authorisations.	有权要求客户立即避免使用 Exact 服务处理或存储个人资料。
12.3	Exact will adopt appropriate technical and organisational measures against the unauthorised or unlawful processing of data that the Customer has entered through certain Exact Services and against incidental loss, destruction or damage.	Exact 将采取适当的技术和组织措施，防止未经授权或非法处理客户通过某些 Exact 服务输入的数据，以及防止意外的损失、毁坏或损毁。
12.4	Unless expressly provided otherwise in the Exact Agreement or insofar as can be reasonably necessary to enable Exact to perform its obligations pursuant to the Exact Agreement, Exact will not examine data that the Customer placed with Exact via specific Exact Services, and Exact will not make data available to third parties (with the exception of Subsidiaries and/or Affiliated Companies of Exact), unless Exact is obliged to do so pursuant to the law, regulations, a judicial order or by government decision.	除非 Exact 协议另有明确规定，或在确保 Exact 能够按照 Exact 协议履行其义务的合理必要范围内，Exact 不会检查客户通过特定的 Exact 服务存有在 Exact 上的数据，并且 Exact 不会将数据提供给第三方（Exact 的子公司和/或关联公司除外），除非 Exact 根据法律、法规、司法命令或政府决定有义务这样做。
12.5	Exact may access, aggregate and use non-personally identifiable Customer Data; these data will in no way identify the Customer or any other individual. Exact may use these data to: a) help it better understand how its customers use the Exact Services; b) provide its customers with more information on the use and benefits of the Exact Services; c) improve business productivity, including by creating useful business insights from aggregated data that allow customers to benchmark their business performance against such	Exact 可以访问、收集和使用非个人身份的客户数据；这些数据将无法识别认可其他客户或任何其他个人。Exact 可以使用这些数据：a)帮助其更好地了解客户如何使用 Exact 服务；b)向客户提供更多关于 Exact 服务的使用和好处的信息；c)提高业务生产力，包括从聚合数据中创建有用的业务概况，使客户能够根据这些聚合数据对其业务性能进行基准测试；d)改善 Exact 服务。

	aggregated data; and d) otherwise improve Exact Services.	
12.6	The Customer fully indemnifies Exact against all claims, costs, losses, damage, expenses, charges, legal actions, penalties and/or sanctions that Exact can incur or suffer or that can be brought against Exact or imposed on Exact in connection with data that are processed by the Customer and/or Exact in the context of the Exact Agreement (including as a result of a claim or allegation that this processing constitutes an infringement of local and/or international legislation in the area of data protection and/or other legislation regarding the processing of personal data).	客户完全保证 Exact 不会因客户和/或 Exact 在 Exact 协议范围内处理的数据而招致或遭受针对 Exact 或对 Exact 施加的所有所有索赔、费用、损失、毁坏、费用、收费、诉讼、处罚和/或制裁（包括因一项申索或指控，其可构成侵犯本地及/或国际在保障资料及/或其他处理个人资料的法例方面的法例）
Article 13 第13条	**Third-Party Components and Services and/or other Exact products**	第三方组件和服务以及/或其他 Exact 产品
13.1	If and to the extent that the Software may contain Third-Party Components, the conditions which apply between Exact and third party will also apply between Exact and Customer. At the Customer's first request Exact will provide these conditions to the Customer. Customer declares he has been able to take note of these conditions, which conditions may be amended occasionally and it is the Customer's responsibility to regularly familiarize itself with any amendments. Customer's continued use of the Software and such Third-Party Components after these amendments will be considered the Customer's acceptance of the revised conditions, unless these terms and conditions stipulate otherwise. Any Third-Party Components embedded in the Software or sublicensed to the	如果软件可能包含第三方组件，那么适用于 Exact 和第三方之间的条件也将适用于 Exact 和客户之间的条件。根据客户的第一个要求，Exact 将向客户提供这些条件。客户声明，其已悉知这些条件，这些条件可能偶尔被修订，客户有责任定期熟悉任何修订。除非本条款另有规定，否则客户在修订后继续使用本软件及此类第三方组件将被视为客户接受修订后的条件。任何嵌入到软件中的第三方组件或被再许可给客户的第三方组件，都将由 Exact 以其当前状态（"按原样"）许可给客户。**除非第三方许可方在该第三方的任何条件下明确和直接向客户提供保证，Exact 不就这些第三方组件提供任何进一步的保证，对于客户使用这些第三方组件所造成的任何损害，Exact 不承担任何责任。**

	Customer will be licensed by Exact to the Customer in their current state ('as is'). EXCEPT FROM WARRANTIES THAT THE THIRD-PARTY LICENSOR PROVIDES EXPLICITLY AND DIRECTLY TO THE CUSTOMER UNDER ANY CONDITIONS OF THAT THIRD PARTY, EXACT DOES NOT PROVIDE ANY FURTHER WARRANTY WITH REGARD TO THOSE THIRD-PARTY COMPONENTS AND EXACT ACCEPTS NO LIABILITY FOR ANY DAMAGE WHATSOEVER ARISING FROM THE CUSTOMER'S USE OF THESE THIRD-PARTY COMPONENTS.	
13.2	The Software of Exact can contain Third-Party Services and/or other (software) product from Exact. By giving Third-Party Services and/or another (software) product from Exact access to the Customer's data, the Customer agrees to the use of its data in the context of the described functionality and to the (general) terms and conditions of the third party and/or the (general) terms and conditions that apply to Exact's other (software) products. If Customer, after giving another (software) product of Exact or Third-Party Services access to its data, the Customer wishes to cease the access, the Customer can cease the access by changing or removing the password or by blocking the "login account".	Exact 的软件可以包含第三方服务和/或 Exact 的其他(软件)产品。通过提供第三方服务和/或 Exact 公司的其他（软件）产品访问客户数据，客户同意在上述功能下使用其数据，并同意在第三方的(一般)条款和条件，以及/或适用于 Exact 的其他(软件)产品的(一般)条款和条件下使用其数据。如果客户在向 Exact 或第三方服务的其他(软件)产品提供对其数据的访问权限后，希望终止访问，客户可以通过更改或删除密码或封锁登录帐户来终止访问。
13.3	The Customer accepts that Exact has no control over Third-Party Services and that Customer's access to or use of the Third-Party Services can be suspended or ended at any time, for any reason whatsoever.	客户接受 Exact 对第三方服务没有控制权，并且客户对第三方服务的访问或使用可以在任何时候因任何原因暂停或终止。
13.4	Exact gives no guarantee for a (good) connection with Third-Party Services, nor in respect of the functionalities and quality of the Third-Party Services.	Exact 不能保证（良好的）与第三方服务的连接，也不能保证第三方服务的功能和质量。
13.5	Third-Party Services that can be started up from the	无需登录详细信息即可从软件启动的第三方服务免费提供，但

	Software without login details are offered free of charge, but Exact reserves the right to ask a fee for this in the future.	Exact 保留权利要求在未来为此收费的权利。
13.6	The termination of the offer of Third-Party Services and/or the access to another (software) product of Exact does not entitle the Customer to any compensation.	终止提供第三方服务和/或访问 Exact 的另一个（软件）产品并不意味着客户有权获得任何补偿。
Article 14 第14条	**Liability and indemnity**	责任和赔偿
14.1	Exact, its legal representatives, its Employees and the third parties it has engaged for the performance of its obligations, can only be held liable for (i) physical injury; or (ii) property damage whether or not resulting from wilful misconduct or gross negligence, caused by Exact, its legal representatives, its Employees and the third parties it has engaged. Insofar as legal provisions exclude a limitation of liability for damage resulting from wilful misconduct or gross negligence, Exact, its legal representatives, its Employees and the third parties it has engaged are only liable for damages as described in the following paragraphs of Article 14.	Exact、其法律代表、其雇员及其为履行其义务而聘用的第三方，只能对**(i)**人身伤害承担责任；或**(ii) Exact**、其法定代表、其雇员及与之接触的第三方所引致的故意不当行为或重大疏忽，不论是否导致财产损失。在法律规定不包括故意不当行为或重大过失造成损害的责任限制的情况下，**Exact** 及其法定代表、其雇员和其聘用的第三方只对第 **14** 条以下各款所述的损害负责。
14.2	In the event of any property damage (other than property damage resulting from wilful or gross default of Exact), Exact's liability is in any case limited to EUR 50,000 for each and every injurious event. For purpose of these terms and conditions, a series of related events is considered to be one event.	如果发生任何财产损失（除 Exact 故意或严重违约造成的财产损失），Exact 在任何情况下对每一损害性事件的责任均限于 50,000 欧元。出于该等条款和条件的目的，所有一系列相关的事件应认视是一个事件。
14.3	EXACT WILL, TO THE EXTENT PERMITTED BY	在适用法律允许的范围内，**EXACT**在任何时候对间接损害不承

	APPLICABLE LAW, NEVER BE LIABLE FOR INDIRECT DAMAGE INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF GOODWILL, LOSS DUE TO BUSINESS INTERRUPTION, DAMAGE AS A RESULT OF NOT MEETING THE SYSTEM REQUIREMENTS, DAMAGE RESULTING FROM CLAIMS BROUGHT BY THE CUSTOMER'S CLIENTS, CORRUPTION OR LOSS OF DATA, DAMAGES ASSOCIATED WITH THE USE OF THIRD-PARTY GOODS, MATERIALS OR SOFTWARE PRESCRIBED BY THE CUSTOMER TO EXACT, DAMAGE CONNECTED TO THE CUSTOMER ENGAGING SUPPLIERS PRESCRIBED BY EXACT, CONSEQUENTIAL LOSSES, REGARDLESS OF THE NATURE OF THE ACTION (BREACH OF CONTRACT, UNLAWFUL ACT OR OTHERWISE), EVEN IF EXACT HAS BEEN INFORMED OF THE POSSIBILITY THAT THIS DAMAGE MIGHT OCCUR. Some countries and/or states and jurisdictions do not allow the exclusion or limitation of indirect, incidental or consequential damages, so the above limitation and exclusion may not apply to all Customers. In that case the liability of Exact is limited to the maximum extent possible by law.	担任何责任，包括但不限于利润损失、储蓄损失、商誉损失、业务中断造成的损失、不符合系统要求造成的损失、因客户提出索赔而造成的损害、数据的损坏或丢失、与使用客户指定的第三方货物、材料或软件相关的损失、与客户与EXACT指定的供应商相关的损失，间接损失，无论该行为何种性质(违约、非法行为或其他)，即使EXACT已被告知可能发生这种损害的可能性。 一些国家和/或州和司法管辖区不允许排除或限制间接、附带或结果性损害，因此上述限制和排除可能不适用于所有客户。在这种情况下，Exact 的责任在法律允许的最大范围内受到限制。
14.4	Exact is not liable for any damage of any nature suffered by the Customer: a) in connection with the temporary unavailability, incorrect or incomplete availability of the Exact Services; b) in connection with the failure to function or the improper functioning of software of the Customer or Third-Party Services, of the equipment of the Customer, Exact or third parties, or of internet connections of the Customer, Exact or third parties; and/or c) that was created due to or in connection with changes, work and such to the	Exact 不对客户遭受的任何性质的损害承担任何责任，若该损害：a)与 Exact 服务的暂时不可用、不正确或不完全可用有关；b)与用户或第三方服务的软件未能正常运行或功能不正常有关，与用户、Exact 或第三方的设备或用户、Exact 或第三方的互联网连接无法正常运行或功能不正常有关；以及/或 c)由于或与 Exact 提供的产品、服务和/或软件的变更、工作等相关而产生的，如果这些变更、工作和/或软件的安装或执行与 Exact 协议

	products, services and/or Software provided by Exact, if these have been installed or performed in conflict with the Exact Agreement or these terms and conditions.	或本条款和条件相矛盾。
14.5	Insofar as Exact cannot invoke the exclusions or limitations of liability described in Article 14.2, Article 14.3 and/or Article 14.4, its liability is always limited per case to an amount equal to 50% of all amounts, exclusive of VAT, invoiced in the twelve (12) months preceding the default after notice of default has been given, on the basis of an Exact Agreement concluded with the Customer. If and insofar as an Exact Agreement provides for periodic payments, Exact will never owe more than 50% of all amounts invoiced in the six (6) months preceding its default. Insofar as Exact cannot rely on the limitations as mentioned in the provisions of this Article 14.5 above, Exact's liability is in any case limited to EUR 10,000. Credit notes by Exact to the Customer will be deducted from the amounts referred to in this Article 14.5.	只要 Exact 不能援引第 14.2 条、第 14.3 条和/或第 14.4 条所述的免责或责任限制，根据与客户签订的严格协议，在违约通知发出后的十二(12)个月内，其责任始终被限制在不包括增值税在内的所有金额的 50%以内。如果 Exact 协议规定定期付款，Exact 将保证不会赊欠超过其违约前六(6)个月所有发票金额的 50%。鉴于 Exact 不能依赖上文第 14.5 条所述的限制，在任何情况下，Exact 的责任仅限于 10,000 欧元。Exact 给客户的信用票据将从本条 14.5 所述金额中扣除。
14.6	The Customer acknowledges and accepts that the fees under the Exact Agreement are determined according to the limitation of liability as referred to in this Article 14.	客户承认并接受 Exact 协议下的费用是根据本条款 14 所述的责任限制确定的。
14.7	The Customer acknowledges and accepts that the Software can never be perfect or 100% free of Defects and that not all Defects can or will be remedied. The Customer accepts the Software in the condition it is in on the date of delivery ("as is").	客户承认并接受软件永远不可能是完美的或 100%没有缺陷的，并且不是所有的缺陷都可以或将被纠正。客户接受软件的条件是软件在交付之日处于该状态（"按原样"）。
14.8	The Customer indemnifies Exact, its legal representatives, its Employees and third parties engaged by it in the performance of its obligations against third-party claims ensuing from or related to	客户应向 Exact、其法律代表、其雇员和第三方作出赔偿，以确保 Exact 履行其针对第三方索赔的义务，而第三方索赔是由 Exact 协议引起的或与 Exact 协议有关的，除非客户能够对

	the Exact Agreement, unless the Customer could enforce these claims against Exact with due observance of the provisions of this Article 14 if the Customer would have incurred the loss itself. The Customer indemnifies Exact against any form of liability to third parties insofar as Exact could be held liable respect of the Exact Services. The Customer must compensate Exact for the reasonable costs of defence against third-party claims.	Exact 强制执行这些索赔，并适当遵守本第 14 条的规定，否则客户本身将遭受损失。客户须就 Exact 提供的服务向 Exact 承担任何形式的法律责任，向 Exact 作出赔偿。客户必须赔偿 Exact 公司针对第三方索赔的合理抗辩费用。
14.9	Exact's liability due to attributable shortcomings to perform an Exact Agreement with the Customer arises in all cases only if the Customer serves Exact with immediate and proper notice of default, whereby a reasonable period must be given to remedy the breach, and Exact remains in breach after that period. The notice of default must include a full and detailed description of the breach, so that Exact can respond adequately.	在所有情况下，只有当客户向 Exact 提供即时和适当的违约通知时，才会产生 Exact 因可归责于客户的缺点而履行与客户的 Exact 协议的责任。在该通知中，客户必须给予 Exact 合理的时间来补救违约行为，并且在该期间之后，Exact 仍处于违约状态。违约通知必须包含对违约行为的完整和详细描述，以便 Exact 能够做出充分的响应。
14.10	A condition for the creation of any right to compensation is always that the Customer reports the loss to Exact in writing as soon as possible after the loss has occurred. Each claim for compensation against Exact lapses (i) due to the mere expiry of a period of twelve (12) months after the loss manifested itself or (ii) if the Customer has failed to take measures to limit the loss, immediately after it manifested itself, or to prevent (other or additional) loss from arising.	建立任何赔偿权利的一个条件是，客户必须在损失发生后尽快以书面形式向 Exact 报告损失。每一项针对 Exact 过失的索赔要求(i)均因在损失发生后的十二(12)个月期间届满而失效，或(ii)如客户未能在损失发生后立即采取措施限制损失，或未能防止(其他或额外)损失的发生。
14.11	The above limitations and exclusions apply to their full extent insofar as applicable law allows, even if Exact is unable to remedy problems with the Software.	在适用法律允许的范围内，上述限制和免责条款将完全适用，即使 Exact 无法纠正软件的问题。
14.12	Exact develops 'international' Software. This means the Software is suitable for use in many countries. Localised Software is also created for some countries.	Exact 开发的是"国际"软件。这意味着该软件适合在许多国家使用。Exact 在一些国家也在开发本地化软件。"本地化软件"是指软件的国际版本经过改编和/或本地化集成，以尽可能合理地遵

	'Localised Software' means that the international version of the Software is adapted and/or localisations are integrated to comply as much as reasonably possible with mandatory law and the most common business rules in a country. Localised Software is created solely at Exact's own discretion. Although Exact intends for Localised Software to comply as much as reasonably possible with mandatory law and customary business rules, it cannot warrant this. Localised Software may differ from country to country and depends solely on Exact's view of whether specific functionality is supported in a certain country and if so, how it is supported.	守一个国家的强制性法律和最常见的商业规则。本地化的软件完全基于 Exact 自己的判断。尽管 Exact 打算让本地化软件尽可能合理地遵守强制性法律和习惯业务规则，但并不能完全保证这一点。本地化软件可能因国家而异，仅取决于 Exact 对特定国家是否支持特定功能的看法，如果支持，则取决于如何支持。
Article 15 第15条	**Transferability**	可转让性
15.1	The Customer is not allowed to transfer the right to use the Software – in return for payment or otherwise – to third parties by act of law or by agreement (including but not limited to transfer by means of a merger or division), or to lease, sublicense, sell, dispose of or pledge that right. The Customer is also not allowed to allow third parties to use or manage the Software (including timesharing or outsourcing).	用户不得通过法律或协议（包括但不限于通过合并或分立方式进行的转让）将软件的使用权转让给第三方，也不得将软件的使用权出租、再许可、出售、处置或质押给第三方。客户也不允许第三方使用或管理软件（包括分时系统或外包）。
15.2	If the Customer provides a third party with the unauthorised use of the Software as referred to in Article 15.1 of these terms and conditions, the Customer remains liable for payment of the agreed fee for both its own use and the unauthorised use of that third party, without prejudice to the right of Exact to recover these fees directly from that third party,	如用户向第三方提供本条款及条件第 15.1 条所指的未经授权使用软件，尽管 Exact 拥有其他权利，但客户仍有责任为自己的使用和未经授权使用该第三方支付约定的费用，而不损害 Exact 直接从该第三方收回这些费用的权利。

	notwithstanding Exact's other rights.	
15.3	The Customer is not allowed to transfer an Exact Agreement or any of its rights and/or obligations under an Exact Agreement. Besides its effect relating to the law of obligations, this prohibition also has effect under property law (as referred to in Section 3:83(2) of the Dutch Civil Code). The Exact Agreement can only be transferred after Exact has given its prior written permission. Acts, omissions, actions of Exact or circumstances of any nature whatsoever do not affect this.	客户不得转让 Exact 协议或其在 Exact 协议下的任何权利和/或义务。除与义务法有关的效力外，这一禁令在物权法下也具有效力（如《荷兰民法典》第 3:83(2)条所述）。Exact 协议只有在事先获得书面许可后才能转让。Exact 任何性质的行动、遗漏或任何性质的情况均不影响本协议。
15.4	Exact may sublicense, transfer, renew, assign, outsource or subcontract the performance of its rights and/or obligations under the Exact Agreement.	Exact 可以根据 Exact 协议对其权利和/或义务的履行进行再许可、转让、续期、转让、外包或分包。
Article 16 第16条	**Customer's name**	客户名称
16.1	The name given by the Customer must correspond with the trade name used by the Customer as registered in the trade register of the Chamber of Commerce or the equivalent commercial register in his country, or - if the Customer is not registered in the trade register - the trade name under which the Customer participates in legal transactions.	客户所提供的名称必须与客户在其所在国家的商会贸易登记册或同等的商业登记册上登记的商品名称相一致，或者——如果客户没有在贸易登记册上注册——应与客户参与合法交易的商号一致。
16.2	Exact reserves the right to unilaterally change a name that has been given and accepted by the Customer.	Exact 保留单方面更改客户已提供并接受的名称的权利。
Article 17	**Force majeure**	不可抗力

第17条		
17.1	Force majeure ("non-attributable failure to perform") is assigned the same meaning in these terms and conditions as in Article 117 of the PRC Contract Law, and in any case includes: military actions, government actions, failure or breakdown of telecommunication and internet connections, delay in or breach of the performance of obligations by suppliers of Exact, transport difficulties and strikes.	不可抗力（"不可归责不能履行协议"）在本条款和条件中的含义与《中华人民共和国合同法》第117条中的含义相同，在任何情况下包括：军事行动、政府行动、电信和互联网连接故障或中断、延迟或违反Exact供应商履行义务、运输困难和罢工。
17.2	If force majeure occurs, Exact may suspend the performance of all or part of its obligations and the Customer cannot demand specific performance or compensation. If the period of force majeure lasts longer than three months, both Parties are authorised to terminate the Exact Agreement in whole or in part without being obliged to pay compensation for damages, on the understanding that if Exact has performed part of its obligations prior to or after the start of the force majeure, it is always entitled to a proportional part of the fee. Exact also has the right to invoke force majeure if it commences after Exact should have performed its obligations.	如不可抗力发生，Exact可以暂停履行其全部或部分义务，而客户不得要求强制履行义务或给予赔偿。如果不可抗力持续时间超过3个月，则双方有权终止全部或部分Exact协议，而无需支付损害赔偿，但在这种条件下，如果Exact在不可抗力开始之前或之后已经履行了部分义务，其始终有权收取一定比例的费用。如果在Exact应履行其义务之后开始，Exact也有权援引不可抗力。
Article 18 第18条	**Additional work**	额外工作
18.1	If, on the request or with the prior permission of the Customer, Exact has performed work or other actions that fall outside the contents or scope of the agreed work, the Customer will compensate this work in accordance with the rates agreed and, if no rates have	如果Exact根据客户的要求或事先获得客户的许可，已经完成了超出约定工作内容或范围的工作或其他行为，客户将按照双方商定的费率对这项工作进行赔偿，如果没有商定费率，则按照

	been agreed, in accordance with the rates applied by Exact at that time.	Exact 当时适用的费率进行赔偿。
18.2	Exact is not obliged to comply with a request as referred to in Article 18.1 of these terms and conditions and can require that an additional written agreement must be concluded for this.	Exact 没有义务遵守本条款和条件第 18.1 条中提到的要求，并可以要求为此必须签订额外的书面协议。
18.3	Insofar as a fixed price has been agreed for the services, Exact will inform the Customer, if so requested, in writing of the financial consequences of the additional work as referred to in this Article 18.	就服务的固定价格达成一致意见后，Exact 将以书面形式通知客户，如果客户要求，就本条第 18 款中提到的额外工作的财务影响后果。
Article 19 第19条	**Business relations clause**	业务关系条款
19.1	Unless Exact's prior written permission has been acquired, during the term of the Exact Agreement and for 1 year following that term, the Customer will not use, in any way or form and under any name whatsoever, directly or indirectly, the services or work of Exact employees or employees of third parties engaged by Exact who have been involved in the performance of an Exact Agreement in the preceding 12 months.	除非事先获得 Exact 的书面许可，否则在 Exact 协议期间以及在该协议期满后的 1 年内，客户不得以任何方式或形式，或以任何名义，直接或间接任用 Exact 员工或 Exact 聘用的第三方员工的服务或工作，而这些员工在过去 12 个月内参与履行 Exact 协议。
19.2	For each breach of the provisions of Article 19.1 of these terms and conditions the Customer incurs an immediately payable penalty of € 50,000, plus an immediately payable penalty of € 1,000 for each day, including a part of a day, that the breach continues, without prejudice to Exact's right to compensation for damages.	每违反本条款第 19.1 条的规定，客户将招致 50,000 欧元的即时应付罚款，再加上每天 1000 欧元的罚款，包括一天某部分，该违约行为将持续，但不影响 Exact 获得损害赔偿的权利。

	Miscellaneous	其他条款
Article 20 第20条	**Miscellaneous**	其他条款
20.1	If any provision of the Exact Agreement or these terms and conditions are fully or partially void, nullified or in conflict with the law, the other provisions of the Exact Agreement and these terms and conditions fully retain their legal effect and the provision in question will be replaced by a valid provision that, in view of the purpose and the effect of the Exact Agreement and these terms and conditions, deviates from the original provision as little as possible.	如果 Exact 协议的任何条款或本条款和条件完全或部分失效、无效或与法律冲突，Exact 协议的其他条款以及本条款和条件完全保留其法律效力，有关条款将被有效条款取代，鉴于 Exact 协议的目的和效力，以及该等条款和条件原有含义，尽量不偏离原来的规定。
20.2	The Exact Agreement constitutes the entire arrangement between the Parties and supersedes all prior and/or simultaneous written and oral arrangements and agreements between the Parties with respect to its subject matter.	Exact 协议构成双方之间的完整协议，并取代双方之前和/或同时作出的所有书面和/或口头约定，以及双方就其标的达成的协议。
20.3	Amendments to the Exact Agreement can only be agreed in writing.	对 Exact 协议的修改只能以书面形式达成一致。
20.4	Customer will comply with all applicable export controls, economic sanctions, and import laws and regulations in its use of the Exact Services, including without limitation the regulations of the European Union, United Kingdom, and the United States. Customer will not, directly or indirectly: a). export or reexport, or knowingly permit the export or reexport of any Exact Services, without any required government authorization, to any person or entity; and/or b). allow the use of any Exact Services by any	客户在使用 Exact 服务时将遵守所有适用的出口管制、经济制裁和进口法律法规，包括但不限于欧盟、英国和美国的法规。客户不会直接或间接地： a）未经任何必要的政府授权，向任何个人或实体出口或再出口，或故意允许出口或再出口任何 Exact 服务；和/或 b）允许任何人或实体使用任何确切的服务； 而该个人或实体为（i）居住在受全面经济制裁（目前包括克里

	person or entity;	米亚、古巴、伊朗、朝鲜和叙利亚）（"**受制裁国家**"）的任何国家或地区或（**ii**）被识别在任何适用的受限制方名单上（包括但不限于美国财政部外国资产管理局特别指定国民名单；英国财政部合并财务目标名单；以及欧盟合并受制裁个人和实体名单）（"**受限制方名单**"）。
	which is (i) resident in, located in, or organized under the laws of any country or territory subject to comprehensive economic sanctions (including, currently, Crimea, Cuba, Iran, North Korea, and Syria) ("**Sanctioned Countries**"), or (ii) identified on any applicable restricted party lists (including without limitation the U.S. Treasury, Office of Foreign Assets Control's Specially Designated Nationals List; the HM Treasury Consolidated List of Financial Targets in the UK; and the European Union's Consolidated List of Sanctioned Individuals and Entities) ("**Restricted Party Lists**").	
20.5	Customer represents and warrants that it is not (i) resident in, located in, or organized under the laws of a Sanctioned Country, or (ii) identified on, or majority-owned or controlled by one or more parties identified on, a Restricted Party List.	客户声明并保证，其不是（**i**）居住、位于受制裁国家中或根据受制裁国家的法律组织的，或（**ii**）被识别在受限制方名单上，或由被识别在受限制方名单上一个或多个当事方所拥有或以多数股权控制。
Article 21 第21条	**Applicable law and disputes**	适用法律及争议
21.1	These terms and conditions and the Exact Agreements shall be governed and shall be construed in accordance with the laws of the People's Republic of China.	本条款和条件以及确切的协议适用于中华人民共和国法律，并按照中华人民共和国法律解释。
21.2	Unless and to the extent that provisions of mandatory law preclude this, all disputes that may arise between the Parties because or in connection with the Exact Agreement or these terms and conditions will be settled in the first instance by People's Court of	除非强制性法律的规定排除这了这一点，因 Exact 协议或本条款条件引起的或与 Exact 协议或本条款条件有关的任何争议，将由上海市静安区人民法院一审解决，尽管 Exact 有权将上述争议提

	[Jingan District], Shanghai, notwithstanding Exact's right to submit a dispute, as referred to above, to any other competent court.	交任何其他主管法院。
21.3	The costs relating to legal proceedings, including but not limited to the actual costs Exact incurs for lawyers, bailiffs and translators, will be payable in full by the Customer if the Customer is the party that is completely or mostly unsuccessful in those proceedings.	如果客户是在法律程序中完全败诉或承担主要责任的一方，客户应全额支付与法律程序有关的费用，包括但不限于律师、执达官和翻译人员的实际费用。
Part B	**Special provisions in respect of Software (Software Agreement)**	**B** 部分　　关于软件(软件协议)的特殊条款
	The provisions included in this part B apply, in addition to the General Provisions of these terms and conditions, if the Exact Agreement (also) relates to a software agreement concluded between the Parties.	*如 Exact 协议(也)涉及双方之间签订的软件协议，则除本条款和条件的通用条款外，本 B 部分所包含的条款也适用。*
Article 22 第22条	**Right of use**	使用权
22.1	Exact grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use the Software and the Documentation in accordance with the provisions of the Exact Agreement, to install or have the Software installed for this purpose once on a server and to create the maximum number of administrations and/or databases indicated in the File with the use of this File.	Exact 根据 Exact 协议的规定授予客户使用软件和文档、在服务器上安装或为此目的安装软件、以及使用此档案创建档案中指示的最大管理器和/或数据库数量的非排他性、不可转让性和不可分许可的权利。

22.2	The Customer can only use the Software on the computer system used for the Customer's internal business operations, using the File made available by Exact and only for the number of Named Users stated in the File. The Customer cannot have the Software used by or on behalf of any other Person.	客户仅使用用于客户内部业务操作的计算机系统上的软件，使用 Exact 提供的档案，并且只能使用档案中指定的用户数量。用户不能让任何人或代表任何人使用软件。
22.3	The right to use the Software does not enter into effect until the Customer has registered in the prescribed way or has accepted Exact's proposal. Exact is entitled to request the Customer to register itself annually.	在客户以规定的方式注册或接受 Exact 的建议后，软件的使用权才会生效。Exact 有权要求客户每年进行注册。
22.4	The Customer owes a fee for each component of the Software for which a right to use is granted pursuant to the software agreement. The fee is due irrespective of whether the Customer uses the Software.	用户应就软件的每个组成部分支付费用，而软件的使用权是根据软件协议授予的。无论用户是否使用本软件，费用都应支付。
22.5	The Customer may only use the Software within its own company on a computer system that complies with the System Requirements.	用户只能在公司内部符合本系统要求的计算机系统内使用本软件。
Article 23 第23条	**Manner of use**	使用方式
23.1	The Customer is obliged to use the Software correctly, with due observance of the provisions in the Exact Agreement and in the Documentation. Notwithstanding the provisions of Article 22.2 and 22.3 of these terms and conditions, without Exact's express prior written permission the Customer is prohibited from copying, reproducing, translating, adapting, parsing, decompiling, recreating, changing, reconstructing, multiplying or otherwise modifying the Software and/or the Documentation, in whole or	客户有义务正确使用软件，并适当遵守 Exact 协议和文档中的规定。虽有本条款和条件第 22.2 及 22.3 条的规定，未经 Exact 事先书面许可，客户不得以任何方式全部或部分复制、备份、翻译、改编、解析、反编译、重新创建、更改、重构、复制或以其他方式修改软件和/或文档。

	in part, in any way whatsoever.	
23.2	The Customer is entitled to make one copy of the Software as a reserve copy (back up) and for recovery purposes. The Customer will only use this copy to replace original Software that can no longer be used.	客户有权将本软件复制一份作为备用副本（备份）并用于恢复目的。客户将仅使用此副本替换不能再使用的原始软件。
23.3	The Customer must regularly make a backups of all data files that are generated, used and/or applied with the Software.	客户必须定期备份软件生成、使用和/或应用的所有数据档案。
23.4	The Customer must: a) at all times ensure that the Software and the Documentation are sufficiently protected against abuse, damage (including damage as a result of latencies such as viruses, worms, trojan horses, logic bombs, etc.), theft or destruction by any party whatsoever; b) prevent an unauthorised Person from copying, reproducing, translating, adapting, parsing, decompiling, recreating, changing, reconstructing, accessing or otherwise multiplying or modifying the Software and/or the Documentation; c) inform Exact immediately of all particularities the Customer becomes aware of in respect of the unauthorised copying, changing or using of the Software and/or the Documentation and in respect of all other actions that are not allowed; d) ensure that the number of Named Users does not exceed the number allowed as stated in the File.	客户必须:a)不论什么时候确保软件和文档受到充分保护，不受任何一方的损毁、损坏（包括因延迟造成的损坏，如病毒、蠕虫、特洛伊木马、逻辑炸弹等）、盗窃或破坏；b)防止未经授权的人复制、备份、翻译、改编、解析、反编译、重新创建、更改、重构、访问或以其他方式复制或修改软件和/或文档；c)就未经授权复制、更改或使用软件和/或文档，以及就所有其他不允许的行为，立即通知 Exact 客户所知的所有情况；d)确保指定用户的数量不超过文件中所允许的数量。
23.5	The Customer is ultimately responsible for the correct installation and set-up of the Software in its computer system. At the Customer's request, Exact will support the Customer in the installation and set-up of the Software at the fees that are applicable at Exact at that time.	客户最终负责在其计算机系统中正确安装和设置软件。应客户要求，Exact 将按当时适用于 Exact 的费用支持客户安装和设置软件。
23.6	Some modules of the Software require maintenance. The Customer is aware that the continued proper	软件的一些模块需要维护。客户悉知，软件维护才能保证继续正

	functioning of the Software is not possible without maintenance and that errors and/or Defects can occur without maintenance. EXACT IS NOT LIABLE FOR DAMAGE RESULTING FROM THE USE OF THE SOFTWARE FOR WHICH MAINTENANCE WAS NECESSARY, IF NO MAINTENANCE SERVICES AS DESCRIBED IN ARTICLE 28 OF THESE TERMS AND CONDITIONS HAVE BEEN AGREED.	常运行，并且错误和/或缺陷也可能在没有维护的情况下发生。如果未就本条款和条件第 **28** 条所述的维护服务达成协议，**EXACT** 不对使用需要进行维护的软件所造成的损害承担责任。
Article 24 第24条	**Functioning of the Software**	软件功能
24.1	Exact declares that the supplied Software will function substantially in accordance with the provisions of the Documentation, during a one-off period of 90 days from the day of delivery of the Software, or a different commencement date if Exact has explicitly agreed that date with the Customer. The Customer must notify Exact by registered post of any claim related to the functioning of the Software within no more than 5 Working Days after the aforementioned period of 90 days. If the Customer informs Exact in accordance with the provisions of this Article 24.1 that the Software does not function substantially in accordance with the Documentation, Exact will provide the Support and Maintenance Services as described in Article 26 and 28 of these terms and conditions, even if the Customer has not concluded a Maintenance Agreement.	Exact 声明，所提供的软件将在软件交付之日起的 90 天内，或在与客户明确约定的另一个开始日期（如 **Exact** 已明确同意该日期）内，基本上按照文件的规定运行。客户必须在上述 90 天期限后的不超过 5 个工作日内，以挂号邮件的形式通知 Exact 任何与软件功能有关的索赔。如果客户根据本第 **24.1** 条的规定通知 **Exact**，软件的功能与本文档不符，**Exact** 将提供本条款和条件第 26 条和第 28 条所述的支持和维护服务，即使客户尚未签订维护协议。
24.2	Exact is not obliged to restore corrupted or lost data or to provide Maintenance Services in connection with errors and/or Defects that cannot be attributed to	Exact 对不能归责于 **Exact** 的错误和/或缺陷修复损坏或丢失的数据，或提供维修服务的义务，包括但不限于:a)未经 **Exact** 公司或其代表制作或安装的任何性质的软件的修改； **b)**客户或代

	Exact, including but not limited to errors and/or Defects arising as a result of: a) a modification of the Software, of any nature whatsoever, not made or installed by or on behalf of Exact; b) use of the Software by or on behalf of the Customer, in connection with other software or hardware or otherwise, in a way that is not described in the accompanying Documentation or is otherwise not allowed pursuant to these terms and conditions; c) the use of an old Update 3 months after Exact has introduced a new Update of the Software; d) intentional incorrect use of the software, whether or not by the Customer; e) defects, latencies (such as viruses, worms, trojan horses, logic bombs, etc.) or errors in software, hardware, communication equipment, peripherals or other equipment of the Customer or third parties that do not come from Exact, or the Customer's failure to have that equipment and/or software regularly maintained; f) input errors or errors related to the data used by the Customer. If Exact nevertheless decides, at Exact's sole discretion, to perform this work at the Customer's request, the Customer must pay a fee to Exact at the rates applicable at Exact at that time, in addition to the maintenance fee that the Customer must pay.		表使用软件，但与其他软件或硬件有关的使用方式未在随附文档中说明，或不符合本条款和条件；c)在 Exact 推出了一个新的软件更新 3 个月后使用旧版本；d)无论客户是否故意错误使用本软件；e)客户或第三方非 Exact 公司生产的软件、硬件、通讯设备、外围设备或其他设备的缺陷、延迟(如病毒、蠕虫、特洛伊木马、逻辑炸弹等)或错误，或客户未能定期维护该设备和/或软件；f)输入错误或与客户使用的数据相关的错误。但，如果 Exact 自行决定按照客户的要求执行此工作，客户必须按照当时适用于 Exact 的费率向 Exact 支付费用，此外还必须支付维护费用。
24.3		The one-off period of 90 days referred to in Article 24.1 of these terms and conditions for Software that has previously been ordered and delivered cannot be extended by (additional) Software that is ordered and delivered at a later point in time. If additional orders are added for which the period referred to in Article 24.1 of these terms and conditions has expired, this period will not become effective again for the Software that has previously been ordered and delivered. If more than 3 months have passed since an Update has	本条款第 24.1 条所述的一次性 90 天期限，是指先前已订购并交付的软件，不能通过（额外的）在较晚时间点订购并交付的软件来延长。如本条款第 24.1 条所述期限已过的额外订单增加，则该期限不再对先前订购并交付的软件生效。如果一个更新已经发布超过 3 个月，Exact 没有义务交付之前的更新或基于该更新的任何软件扩展。

	been issued, Exact is not obliged to deliver the preceding Update or any extension of the Software based on that Update.	
Part C	**Special provisions in respect of Customised Software** (Agreement in respect of Customised Software)	**C 部分　有关定制软件的特殊条款(有关定制软件的协议)**
	The provisions included in this part C apply, in addition to the General Provisions of these terms and conditions, if the Exact Agreement (also) relates to an agreement in respect of Customised Software.	*如 Exact 协议(也)涉及与定制软件有关的协议，则除本条款和条件的通用条款外，本 C 部分所包含的条款也适用。*
Article 25 第25条	**Customised Software**	定制软件
25.1	Unless stipulated otherwise in this part C, the special provisions of part B of these terms and conditions apply mutatis mutandis to the Customized Software, in so far as this is relevant.	除非本 C 部分另有规定，否则本条款和条件 B 部分的特殊条款应适用于与此相关的定制软件。
25.2	Exact grants the Customer the non-exclusive right and the non-exclusive right to use the Customized Software in accordance with the provisions of the Exact Agreement. Customer may only use the Customized Software in the compilation and for which the Customized Software has been developed by Exact in accordance with the Exact Agreement.	Exact 根据 Exact 协议的规定授予客户使用定制软件的非排他性权利。客户只能在编译过程中使用定制软件，并且定制软件是由 Exact 根据 Exact 协议开发的。
25.3	For the Customised Software to be developed for the Customer, Exact will draw up the Specifications in detail and in writing and make these known to the	对于为客户开发的定制软件，Exact 将制定详细的书面技术规格，并向客户公布该等规格。有关定制软件的协议载于 Exact 的订

	Customer. The agreements in respect of the Customised Software are laid down in Exact's order confirmation. Exact will develop the Customised Software to the best of its ability on the basis of the Specifications.	单确认中。**Exact** 将根据技术规格，尽其最大能力开发定制软件。
25.4	If it has been agreed that the Customised Software will be developed in stages, Exact can postpone the commencement of the work that forms part of the next stage until the Customer has approved the results of the preceding stage in writing and Exact has received the fee for the work in this preceding stage.	如双方同意分阶段开发该软件，**Exact** 可以推迟下一阶段工作的开始，直到客户以书面形式已批准前一阶段的结果，并且 **Exact** 已收到前一阶段工作的费用。
25.5	Exact will deliver the Customised Software to the Customer by making it available to the Customer via the Customer Portal or in another manner.	Exact 将通过客户门户或其他方式向客户提供定制软件。
25.6	The Customer is entitled to test the Customised Software for 14 days after delivery.	客户有权在交付后 **14** 天内测试定制软件。
25.7	The Customer is deemed to have accepted the Customised Software if Exact has not received a written response from the Customer within 14 days after delivery of the Customised Software which shows in detail that the Customised Software does not meet the Specifications and also fails to function substantially in accordance with the accompanying Documentation.	如果 **Exact** 在交付定制软件后的 **14** 天内没有收到客户的书面回复（该书面回复详细显示定制软件不符合技术规格），并且未能基本上按照所附文档运行，客户将自动视为已接受定制软件。
25.8	Acceptance of the Customised Software cannot be withheld due to the existence of small errors, being errors that do not reasonably prevent operational and productive use of the Customised Software, without prejudice to Exact's obligation to remedy these small errors. Acceptance also cannot be withheld due to aspects of the Customised Software that can only be assessed subjectively, such as aesthetic aspects and	如存在微小过失，在不影响 **Exact** 纠正这些微小过失的义务的情况下，客户不能因为存在微小过失而拒绝接受定制软件，这些微小过失不能合理地阻止客户对定制软件的操作和生产使用。由于定制软件的某些方面只能进行主观评估，例如审美方面和用户界面设计方面，因此也不能拒绝接受定制软件。

	aspects regarding the design of user interfaces.	
25.9	After receipt of the Customer's written response in accordance with Article 25.7 of these terms and conditions, Exact will endeavour to the best of its ability to ensure that the Customised Software is repaired within a reasonable term. Such a repair will only take place at Exact's expense if the Customised Software has been developed at a fixed price; otherwise this will take place at the rates applicable at Exact at that time. After delivery of the repaired Customised Software, this will be deemed to have been accepted by the Customer.	在收到客户按照本条款第 25.7 条的书面回复后，Exact 将尽其最大的能力确保定制软件在合理期限内得到修复。只有在定制软件以固定价格开发的情况下，Exact 才会承担修复费用；否则，费用的发生适用于 Exact 当时的费率。在交付已修复的定制软件后，将视为客户自动接受。
Part D Special provisions in respect of support and maintenance services (Maintenance Agreement)		D 部分　有关支持及维修服务的特殊条款(维修协议)
The provisions included in this part D apply, in addition to the General Provisions of these terms and conditions, if the Exact Agreement (also) relates to an agreement in respect of (customised) support and maintenance services (Maintenance Agreement).		*如 Exact 协议(也)涉及 (定制)支持和维护服务方面的协议(维修协议)，则除本条款和条件的通用条款外，本 D 部分所包含的条款也适用。*
Article 26 第26条	**Support**	支持
26.1	"Support (Services)" means the right to support in respect of the use and the functioning of the Software and/or Customised Software, where the Customer or one of its Employees can ask questions via the Customer Portal and where Exact can also offer	"支持（服务）"指客户或其雇员可以通过客户门户提出问题，Exact 也可以通过电话提供支持的情况下，就软件和/或定制软件的使用和功能提供支持的权利。

	support by telephone.	
26.2	Support can only be requested by the Customer and its Employees.	支持只能由客户及其雇员请求。
26.3	If the Customer or one of its Employees requests Support, the computer system on which the Software is installed must be in the immediate vicinity of the Customer or that Employee and be continually available to the Customer or that Employee. The Customer must also have an operational internet connection with Exact.	如果客户或其雇员之一要求支持，安装软件的计算机系统必须在客户或雇员的直接附近，并且客户或雇员可以随时使用。客户还必须与 Exact 可操作的互联网连接。
26.4	Support can only be offered if the Customer or one of its Employees provides the correct Software number and name to Exact.	只有当客户或其员工向 Exact 提供正确的软件编号和名称时，才能提供支持。
26.5	If it turns out that the Customer was not entitled to Support or if it turns out that the act does not fall under the scope of Support, Exact can charge on the costs of the Support offered to the Customer at the prices applicable at that time and the Customer will owe Exact the price that has been charged on.	如果事实证明客户无权支持，或者事实证明该行为不属于支持范围，Exact 可以按当时适用的价格收取向客户提供支持的成本，客户将欠 Exact 已收取的价格。
Article 27 第27条	**Support Services for Customised Software**	为定制软件提供支持服务
27.1	In addition to Article 26, Exact is only obliged to provide Support Services for Customised Software up to the moment the Current Version is two Updates older than the most recent Update at that time.	除第 26 条外，Exact 只负责为定制软件提供支持服务，直到当前版本比当时的最新版本更新迭代两次。
27.2	Additional orders of the Customised Software will be added to the current agreement in respect of the Customised Software. On purchase of the expansion of	有关定制软件的额外订单将会添加到当前协议中。在购买定制软件扩展功能时，Exact 会通知客户额外的支持服务费用。

	the Customised Software, Exact will inform the Customer of the additional fee for the Support Services.	
27.3	The Customer must pay an annual fee to Exact for the provision of Support Services for Customised Software.	客户必须向 Exact 支付年费，以获得为定制软件提供的支持服务。
Article 28 第28条	**Maintenance**	维护
28.1	In these terms and conditions, "Maintenance Services" mean (i) "Support" as described in Article 26 of these terms and conditions, unless expressly provided otherwise in the Exact Agreement, and (ii) "Maintenance" as described in this article, subject to the exceptions described in Article 30 of these terms and conditions.	在本条款和条件中，"维护服务"系指(i)本条款条件第 26 条所述的"支持"，除非 Exact 协议另有明确规定；及(ii)本条所述的"维护"，但本条款条件第 30 条所述的例外情况除外。
28.2	All Maintenance Services are in principle performed on Working Days between 08.30 a.m. and 5.30 p.m. Depending on the options which Exact offers, it may also be possible to perform Maintenance Services outside the hours referred to.	所有维修服务原则上工作日的在上午八时三十分至下午五时三十分时间段内进行。根据 Exact 提供的选项，也可以在规定的时间之外执行维护服务。
28.3	"Maintenance" includes: a) to the best of Exact's ability, identifying and repairing Defects in the Software as reported by the Customer to Exact in accordance with these terms and conditions; b) entirely at Exact's discretion, making Updates of the Software available, via the Customer Portal as much as possible.	"维护"包括：a)尽 Exact 的最大能力，根据本条款和条件识别并修复客户向 Exact 报告的软件中的缺陷；b)完全由 Exact 自行决定，尽可能通过客户门户提供软件的更新。
28.4	Exact can copy the functionalities of previous Updates of the Software in an Update without changes but does	Exact 可以在不做任何更改的情况下在更新中复制软件先前更新

	not guarantee that each new Update contains the same functionalities as the previous Updates of the Software.	的功能，但不保证每个新更新包含与软件先前更新相同的功能。
28.5	Exact may require that the Customer to adapt its computer system to the new System Requirements as indicated by Exact in connection with added functionality or higher requirements of Updates of the Software. IF THE CUSTOMER FAILS TO COMPLY WITH THESE NEW SYSTEM REQUIREMENTS AND STILL INSTALLS AN UPDATE OF THE SOFTWARE, EXACT IS NOT LIABLE FOR ANY DAMAGE RESULTING FROM THAT. If the Customer fails to meet the System Requirements set by Exact and continues to use the old Update of the Software, the provisions of Article 30.2, opening words and under c) of these terms and conditions apply.	Exact 可能要求客户调整其计算机系统，以适应 Exact 所指出的与软件的新增功能或更新的更高要求有关的新系统要求。**如果客户未能遵守这些新的系统要求，但仍然安装了软件的更新版本，EXACT 不对由此造成的任何损害负责。**如果客户未能满足 Exact 设定的系统要求，并继续使用旧的软件更新，则适用本条款和条件第 30.2 条的规定、开头词和第 c 项下的规定。
28.6	Maintenance Services will be performed online as much as possible. The Customer is responsible for creating a data connection with Exact in its computer system. Exact reserves the right to suspend its Maintenance Services if it reasonably determines that the data connection does not meet the technical and safety requirements set by Exact for that purpose.	维修服务将尽可能在网上进行。客户负责在其计算机系统中创建与 Exact 的数据连接。如果 Exact 合理地确定数据连接不符合 Exact 为此目的设定的技术和安全要求，则保留暂停其维护服务的权利。
28.7	If the Customer determines a Defect, it must inform Exact of this immediately via the Customer Portal and provide Exact with all system environment and other relevant information in respect of the Defect in order to enable Exact to isolate, reproduce and resolve the Defect.	如果客户确定了一个缺陷，其必须通过客户门户立即通知 Exact，并向 Exact 提供关于该缺陷的所有系统环境和其他相关信息，以便 Exact 能够隔离、重现和解决该缺陷。
28.8	Exact will provide its initial response to a Defect reported by the Customer within 3 Working Days after the Customer has reported the Defect via the Customer Portal in such a detailed manner that Exact	在客户通过客户门户以详细方式报告缺陷后的 3 个工作日内，Exact 将对客户报告的缺陷提供初始响应，以便 Exact 能够重现缺陷。该等响应可能包括一个初步的分析，或者（如可能）提供

	is able to reproduce the Defect. This response may consist of a preliminary analysis or, if available, the provision of a (already known) workaround.	一个（已知的）解决方案。
28.9	Exact will endeavour, to the best of its ability, to repair the Defects that are reported by the Customer in accordance with the provisions of these terms and conditions. Exact reserves the right to set priorities in the repair of Defects on the basis of the seriousness and consequences of these Defects for the entire data file. If reasonably possible, exclusively at Exact's discretion, Exact will attempt to resolve the reported Defect by offering the Customer a possibility for repair or workaround.	Exact 将尽其最大的能力，修复客户根据本条款和条件所报告的缺陷。Exact 保留根据整个数据文件中缺陷的严重性和后果在修复缺陷时设置优先级的权利。如在合理可能情况下，完全由 Exact 自行决定，Exact 将尝试通过为客户提供修复或变通的可能方案来解决报告的缺陷。
28.10	The Customer will provide its full cooperation with Exact's investigation into the Defect, which also includes suspending the use of the relevant Software at Exact's request in order to enable Exact to analyse and repair the Defect. If that cooperation is not provided, Exact will not be obliged to further investigate or repair the Defect.	客户将全力配合 Exact 对该缺陷的调查，包括应 Exact 公司的要求暂停使用相关软件，以便 Exact 能够分析和修复该缺陷。如果没有提供这种合作，Exact 将没有义务进一步调查或修复缺陷。
Article 29 第29条	**Maintenance of Customised Software**	**定制软件的维护**
29.1	Unless otherwise provided in this Article 29, Articles 28, 30 and 32 apply to the maintenance of Customised Software.	除非本第 29 条另有规定，第 28、30 和 32 条适用于定制软件的维护。
29.2	The Maintenance Fee is calculated on the basis of the fee for the Customised Software, the expected maintenance efforts and the number of Named Users and can always be adjusted further to a modification of	维护费是根据定制软件的费用、预期的维护费和指定用户的数量计算的，并可随时根据 Exact 实现的定制软件的修改情况作进一步调整。

	the Customised Software realised by Exact.	
29.3	"Maintenance of Customised Software" entails a) to the best of Exact's ability, identifying and repairing Defects in the Customised Software and modifications made by Exact as reported by the Customer to Exact in accordance with these terms and conditions; b) to the best of Exact's ability, adjusting the Customised Software to an Update (with a maximum of four (4) times per contract year), insofar as the Customer is entitled to an Update in the context of the Exact Agreement.	"定制软件的维护"包括：a)尽 Exact 的最大能力，识别和修复定制软件中的缺陷，以及客户根据本条款和条件向 Exact 报告的 Exact 所作的修改；b)尽 Exact 的最大能力，在客户有权根据 Exact 协议进行更新的情况下，将定制软件调整为更新版本（每个合同年度最多四次）。
29.4	Subject to Article 29.3, Exact arranges for the maintenance up to the moment the Current Version is two Updates older than the most recent Update at that time.	根据第 29.3 条的规定，Exact 约定可维护，直到当前版本比当时的最新更新的版本迭代两次。
29.5	If the Customised Software in the Current Version can no longer be maintained, at Exact's discretion, and if the Customer still wishes to use the customised functionality, the Customised Software must be adjusted to the most recent Update. The costs for these adjustments expressly are not covered under the maintenance of the Customised Software and will be offered separately to the Customer by Exact.	如果当前版本的定制软件无法继续维护（Exact 可自行决定），而客户仍希望使用自定制功能，则必须将定制软件更新至最新的版本。这些调整的费用明确不包括在定制软件的维护范围内，并且将由 Exact 单独向客户提供。
29.6	Maintenance Services for Customised Software does not entail a) adjustment of the Specifications; b) making the Customised Software suitable for a computer system other than the original computer system, another software composition, or making the Customised Software suitable for another Exact product line.	定制软件的维护服务不需要 a)调整规格；b)使定制软件适用于原计算机系统以外的计算机系统、其他软件组合，或使定制软件适用于 Exact 其他的产品线。
29.7	If Exact decides to perform the work as described under Article 29.6 anyway, the Customer must pay Exact a fee, in addition to the Maintenance Fee, at the	如果 Exact 决定按照第 29.6 条的规定执行工作，客户必须按照 Exact 当时适用的费率支付除维护费用之外的费用。

	rates applicable at Exact at that time.	
29.8	The Exact Agreement for the maintenance of the Customised Software enters into effect – with retroactive effect under certain circumstances – on the first day of the month following the month in which Exact has delivered the Customised Software in accordance with Article 25 of these terms and conditions.	根据本条款和条件第 25 条规定，Exact 已交付定制软件当月的次月第一天起，Exact 定制软件维护协议开始生效，并在某些情况下具有追溯效力。
29.9	Termination of part of the maintenance of the Customised Software in accordance with Article 32.5 means that any additional costs connected to this termination for necessary adjustments of the Customised Software are at the Customer's expense.	根据第 32.5 条终止定制软件的部分维护，意味着与此终止相关的任何额外费用，如需对定制软件作出必要的调整，则由客户承担。
Article 30 第30条	**Exclusions**	除外责任
30.1	Maintenance Services do not include: a) services in respect of system set-up, hardware and networks; b) structural work such as defining lay-outs, overviews, annual reports, setting up charts of accounts, book-keeping issues, import definitions, events and connections to Third-Party Services; c) on-site support; d) expanding the Software's functionality at the Customer's request; e) any services in respect of the set-up that was expanded and/or adjusted at the Customer's request, created by means of the Exact Synergy Enterprise Configurator; f) converting files; g) services in respect of external databases of third parties, or of producers other than Exact; h) installing, setting up (configuring), training or other services that are not expressly described in these terms and	维修服务不包括：a)系统设置、硬件和网络方面的服务；b)结构性工作，如定义设计、概述、年度报告、建立会计表、簿记问题、导入定义、事件和与第三方服务的连接；c)现场支持；d)应客户要求扩展软件功能；e)根据客户的要求，通过 Exact 协同企业配置器创建的任何与该设置相关的服务；f)转换文件；g)第三方或 Exact 以外的生产商的外部数据库方面的服务；h)安装、设置（配置）、培训或本条款和条件中未明确说明的其他服务；i)维护或支持由 Exact 公司提供的软件，但不包括 Exact 公司的软件和/或为 Exact 公司以外的生产商的（操作）软件提供的软件；j)硬件维护或支持；k)文件修复，其中损坏原因不归因于 Exact 的软件；l)维护 Exact 销售或代表 Exact 销售的软件以外的其他

	conditions; i) maintenance or support for software supplied by Exact other than the Software and/or for (operating) software of producers other than Exact; j) maintenance or support for hardware; k) file repair, where the cause cannot be attributed to Exact's Software; l) maintenance of other products than the Software that are marketed by or on behalf of Exact; m) reproduction of corrupted or lost data. Exact is not obliged to perform the work in respect of the matters referred to under a) up to and including m). If Exact nevertheless decides, at Exact's sole discretion, to perform this work at the Customer's request, the Customer must pay Exact a fee at the rates applicable at Exact at that time, in addition to the Maintenance Fee that the Customer must pay.	产品；m)已损坏或丢失数据的复制。Exact 没有义务就 a）至 m）项下提及的事项开展工作。如果 Exact 决定，在 Exact 的唯一酌情权，在客户的要求下执行这项工作，除了客户必须支付的维持费外，客户必须按照当时适用于 Exact 的费率支付 Exact 的费用。
30.2	Exact is not obliged to provide Maintenance Services, including Maintenance Services in connection with errors and/or Defects arising as a result of: a) a modification of the Software, of any nature whatsoever, not made by or on behalf of Exact; b) use of the Software by or on behalf of the Customer, in connection with other software or hardware or otherwise, in a way that is not described in the accompanying Documentation or is otherwise not allowed pursuant to the Exact Agreement; c) the use of an old Update 3 months after Exact has introduced a new Update of the Software; d) intentional incorrect use of the Software, whether or not by the Customer; e) shortcomings, latencies (such as viruses, worms, trojan horses, logic bombs, etc.) or errors in software, hardware, communication equipment, peripherals or other equipment of the Customer or third parties that does not come from Exact, or the Customer's failure to have that equipment and/or software regularly maintained; f) input errors or errors related to the	Exact 没有义务提供维护服务，包括与以下原因有关的错误和/或缺陷相关的维护服务：a)非由 Exact 公司或代表 Exact 公司对软件进行的任何性质的修改；b)客户使用或代表客户使用软件，与其他软件或硬件或以其他方式连接，但使用方式未按照随附文件中描述方式，或按照 Exact 协议不允许以其他方式使用软件；c)在 Exact 已推出新版本的软件更新 3；d)无论用户是否故意错误使用本软件；e)客户或第三方非 Exact 公司生产的软件、硬件、通讯设备、外围设备或其他设备的缺陷、延迟（如病毒、蠕虫、特洛伊木马、逻辑炸弹等）或错误，或客户未能定期维护该设备和/或软件；f)输入错误或与客户使用的数据相关的错误。但如果 Exact 自行决定按照客户的要求执行此工作，客户必须按照当时适用于 Exact 的费率向 Exact 支付费用，此外还必须支付维护费用。

	data used by the Customer. If Exact nevertheless decides, at Exact's sole discretion, to perform this work at the Customer's request, the Customer must pay a fee to Exact at the rates applicable at Exact at that time, in addition to the Maintenance Fee that the Customer must pay.	
Article 31 第31条	**Maintenance Fee**	维护费用
31.1	The Customer must pay an annual fee to Exact for the Maintenance Services (the "Maintenance Fee"). The Customer must pay the Maintenance Fee annually in advance. Where possible, the Maintenance Fee will be invoiced 1 month before the applicable Renewal Date. Exact reserves the right to take measures if the Customer makes excessive use of Support, namely use of Support that significantly exceeds a Customer's average use of Support. Exact may charge the Customer for the costs relating to this excessive burden.	客户必须为维护服务向 Exact 支付年费用（"维护费用"）。客户必须每年预付维护费。如有可能，维护费用将在适用的续期日期前一个月开具发票。如果客户过度要求支持服务，Exact 保留采取措施的权利，即使用的支持显著超过客户的平均支持服务。Exact 可能会向客户收取与此过度支持所负担相关的费用。
Article 32 第32条	**Commencement, duration and termination**	开始、期间和终止
32.1	The maintenance agreement is deemed to have entered into effect on the same day as the day on which the agreement in respect of the Software came into effect. If for any period in time no maintenance agreement has been concluded while there is a Software agreement and the Customer decides to	本维护协议在自本软件协议生效之日起自动生效。如果在软件协议续存期间，客户决定再次签订维护协议，而没有签订维护协议时，客户将赊欠 Exact 维护费，该费用具有追溯效力，从上次维护协议终止之日起生效，因为此前没有进行任何维护，因此需付

	conclude a Maintenance Agreement again, the Customer will owe Exact the Maintenance Fee with retroactive effect from the moment the last Maintenance Agreement ended , given the additional time and effort involved because no maintenance was performed earlier.	出额外的时间和精力。
32.2	The maintenance agreement is entered into for the duration of 1 year and is automatically renewed each time for a consecutive period of 1 year, unless one of the Parties informs the other Party in writing by registered post or via the Customer Portal, at least 3 months before the Renewal Date, that it wants to terminate the maintenance agreement.	本维护协议有效期为1年，每次自动续签1年，除非其中一方在续签日期前至少3个月，通过挂号邮件或客户门户以书面形式通知另一方其想终止维护协议。
32.3	The duration of the maintenance agreement will not change as a result of the Customer adding additional orders to the Software under the same Software agreement. These additional orders are added to the current maintenance agreement and the Maintenance Fee for Maintenance Services in respect of the additional orders is therefore invoiced proportionally each year, i.e. from the date on which the additional orders were added to the maintenance agreement up to the next Renewal Date. From the following Renewal Date, the Maintenance Fee is invoiced for the entire value of the Software.	维护协议的期限不会因客户在同一软件协议下向软件添加额外订单而改变。这些额外订单已添加到当前的维护协议中，因此每年按比例开具与这些额外订单相关的维护服务费发票，即从追加订单加入维护协议之日起至下一个续签日期。从以下更新日期起，维护费用按软件的全部价值开具发票。
32.4	If the Software agreement ends, Exact's obligation to perform Maintenance Services is automatically terminated in respect of the Software for which no agreement exists (any longer) as of the date of termination.	如果软件协议终止，自终止之日起，**Exact** 对未约定任何协议的软件的维护服务义务自动终止。
32.5	Termination of the maintenance agreement in respect of part of the Software (such as but not limited to the number of Named Users and modules) results in the	软件部分（如但不限于指定用户和模块的数量）的维护协议终止，导致终止维护的软件部分的使用权终止。

	right of use being ceased for that part of the Software for which the maintenance was terminated.	
Part E	**Special provisions in respect of consultancy services (Consultancy agreement)**	**E 部分　　有关咨询服务的特殊条款(咨询协议)**
	The provisions included in this part E apply, in addition to the General Provisions of these terms and conditions, if the Exact Agreement (also) relates to a consultancy agreement concluded between the Parties.	*如 Exact 协议(也)涉及双方之间签订的咨询协议，则除本条款和条件的通用条款外，本 E 部分所包含的条款也适用。*
Article 33 第33条	**Consultancy Services**	咨询服务
33.1	In these terms and conditions, "Consultancy Services" will mean the provision of advice that can relate to, among other things, the implementation and/or installation and/or setting up and/or training of the use of the Software and/or the Customer's Customised Software.	在本条款和条件下，"咨询服务"系指就软件及/或用户的定制软件的实施及/或安装及/或设置及/或培训事宜，向其提供意见。
33.2	Exact will perform the Consultancy Services to the best of its ability and endeavour to the best of its ability to perform the Consultancy Services with care, where relevant in accordance with the arrangements and procedures determined with the Customer in writing. Exact is not subject to an obligation to produce a certain result.	Exact 将尽其最大能力提供咨询服务，并在与客户书面确定的安排和程序相关的情况下，尽其最大能力谨慎地提供咨询服务。Exact 没有义务提供任何特定的结果。
33.3	Exact will send the Customer an order confirmation and add a schedule for the performance of the	Exact 将向客户发送订单确认，并添加执行咨询服务的时间表。收到客户签署并批准的订单确认书后，如果在订单确认书中已达

	Consultancy Services. After receipt of the order confirmation signed for approval by the Customer, Exact will draw up an action plan in consultation with the Customer if this has been agreed in the order confirmation. After receipt of the action plan signed for approval by the Customer, Exact will start the actual performance of the Consultancy Services, exclusively in accordance with the action plan.	成一致，Exact 将与客户协商制定行动计划。在收到客户签署并批准的行动计划后，Exact 将完全按照该行动计划提供咨询服务。
33.4	If it has been agreed that the Consultancy Services will be performed in stages, Exact is entitled to postpone the commencement of the services that form part of a next stage until the Customer has approved the results of the preceding stage in writing.	如果双方同意分阶段进行咨询服务，Exact 有权推迟下一阶段的部分的服务的开始时间，直道客户书面批准前一阶段的结果。
33.5	Exact is always entitled to replace the Person actually performing the Consultancy Services, i.e. the consultant. If the Customer has entered into the Exact Agreement with a view to performance by a certain Person, Exact will always be authorised to replace that Person with one or more other Persons with the same qualifications.	Exact 始终有权替换实际执行咨询服务的人士，即顾问。如果客户已经签订了 Exact 协议，目的是让某一特定人士履行职责，Exact 将始终有权用一名或多名具有相同资格的其他人士替换该人士。
33.6	Exact is always entitled - if it wishes to do so or deems this necessary for the correct performance of the assignment it has been given - to engage other experts in the performance of the Consultancy Services, for which the costs will be charged on after consultation with the Customer.	Exact 公司始终有权——如其有意这样做，或认为这是正确执行所分配任务所必需的——聘请其他专家提供咨询服务，费用将在与客户协商后收取。
33.7	The Consultancy Services will be performed on Working Days during normal office hours, with a right to a lunch break of 30 minutes. Depending on the activities, the Consultancy Services can be performed remotely or at the Customer, entirely at Exact's discretion.	咨询服务将于正常办公时间内的工作日内进行，午餐时间为 30 分钟。根据活动的不同，咨询服务可以远程执行，也可以在客户处提供，完全由 Exact 自行决定。

33.8	Each day is ended by the consultant drawing up a visit report, which must be signed by the Customer and made available to the Customer by Exact via the Customer Portal. If the Customer does not agree to the content of the visit report, the Customer will inform Exact of this in writing via the Customer Portal within 14 days after the publication of the visit report on the Customer Portal. If such a notification has not been received within the term set, the Customer is deemed to have accepted the content of the visit report as complete and correct.	每个工作日结束时，顾问都会起草一份访问报告，该报告必须由客户签署，并由 Exact 通过客户门户提供给客户。如果客户不同意工作报告的内容，客户将在访问报告发布后 14 天内通过客户门户以书面形式通知 Exact。如果在规定的期限内未收到此类通知，则视为客户已接受访问报告的内容是完整和正确的。
33.9	The Customer is responsible for having its computer system meet the System Requirements. If, on commencement of the Consultancy Services, it turns out that this is not the case, Exact is entitled to invoice the consultancy days on which it could not reasonably perform the Consultancy Services because the Customer's computer system did not meet the System Requirements, or (at Exact's discretion) charge on the costs that Exact had to incur to make the computer system operational in accordance with the System Requirements.	客户负责使其计算机系统满足系统要求。如果在开始提供咨询服务时，发现情况并非能满足系统要求，因客户的电脑系统不符合系统要求而不能合理提供咨询服务的咨询日当天开具发票，或（由 Exact 自行决定）对 Exact 为使计算机系统按照系统要求运行而必须承担的成本收取费用。
33.10	If the Customer wishes to purchase Consultancy Services, the Customer must contact Exact for that purpose at least 14 days before the commencement date desired by the Customer, following which Exact will schedule the Consultancy Services to be purchased, while taking account of the schedule desired by the Customer as much as possible. Exact cannot guarantee the schedule desired by the Customer.	如果客户希望购买咨询服务，客户必须在客户要求的开始日期前至少 14 天与 Exact 联系，在此日期之后，Exact 公司将制定购买咨询服务的时间表，同时尽可能考虑到客户所需的时间表。Exact 不能保证客户所要求的时间表。
33.11	Up to 5 Working Days before the agreed start date of the Consultancy Services, the Customer can cancel the purchase of the Consultancy Services or request Exact	客户可在顾问服务约定的开始日期前 5 个工作日内取消购买咨询服务，或要求 Exact 确定新的开始日期，而新的开始日期不得早

	to determine a new start date, which new start date will not be before the original start date. A new start date will be presented in the form of an order confirmation that must be signed for approval by the Customer. If the Customer does not observe the aforementioned term of 5 Working Days, Exact is entitled to charge the Customer for the Consultancy Services that were not purchased, and for the costs incurred.	于原定的开始日期。新的开始日期将以订单确认的形式显示确认，该订单确认必须经过客户签字批准。如果客户不遵守上述 5 个工作日的条款，**Exact** 有权向客户收取未购买的咨询服务费用，以及由此产生的费用。
Article 34 第34条	**Consultancy fee**	咨询费用
34.1	The Customer owes Exact the price agreed between Exact and the Customer. Exact reserves the right to charge other fees, including but not limited to fees for additional work.	客户赊欠 **Exact** 与客户商定的价格。**Exact** 保留收取其他费用的权利，包括但不限于额外工作的费用。
34.2	All prices and rates are exclusive of VAT and exclusive of travel, accommodation and hotel expenses. Invoicing take place based on part-days. Consultancy Services on site are invoiced for at least 4 hours per visit per consultant. On Working Days after 6 p.m., the hourly rates are increased up to 150% of the normal rate and up to 200% during the weekend.	所有价格均不含增值税，不含差旅费、住宿费和酒店费用。发票按工作日开具。现场咨询服务的费用为每位顾问每次至少 4 小时。在工作日下午 6 时后或周末期间，每小时的收费最高可分别达正常收费的 150%及 200%。
34.3	If the Consultancy Services requested by the Customer exceed the number of hours required as estimated to the best of Exact's ability for the performance of the requested Consultancy Services, the Consultancy Services can be performed for the Customer on the basis of the rates applicable at Exact at that time.	如客户所要求的咨询服务时间超过 **Exact** 所估计的所需时间，而 **Exact** 已尽其所能提供所需的咨询服务，根据当时 **Exact** 适用的费率，可以为客户提供咨询服务。

Part F	**Special provisions in respect of subscription (Subscription agreement)**	**F** 部分 关于订购的特殊条款(订购协议)
The provisions included in this part F apply, in addition to the General Provisions of these terms and conditions, if the Exact Agreement (also) relates to a subscription agreement concluded between the Parties.		*如 Exact 协议(也)涉及双方之间签订的订购协议,则除本条款和条件的通用条款外,本 F 部分所包含的条款也适用。*
Article 35 第35条	**Subscription**	订购
35.1	In these terms and conditions, "Subscription" means Exact's provision of a) a right to use the Software as referred to in part B of these terms and conditions, and/or b) Support (Services) and Maintenance (Services) as referred to in part D, unless the Parties have agreed otherwise in the subscription agreement.	在本条款和条件中,"订购"指由 Exact 提供的 a)本条款和条件 B 部分所述的使用软件的权利,以及/或 b) D 部分所述的支持(服务)和维护(服务),除非双方在订购协议中另有约定。
Article 36 第36条	**Subscription fee**	订购费用
36.1	The Customer shall pay Exact a monthly subscription fee for each part of the Software for which a right to use is granted pursuant to the subscription agreement as well as for the Support and Maintenance Services.	用户应就软件的每个部分,根据订购协议授予软件的使用权以及支持和维护服务按月向用户支付每月的订购费用。
36.2	The monthly subscription fee is paid each month in advance for the duration of the subscription	每月的订购费在订阅协议期间按月预付。

	agreement.	
36.3	Payment only takes place via direct debit collection for which the Customer will grant its consent, unless otherwise agreed between Exact and the Customer.	除非 Exact 和客户另有约定，付款只能通过客户同意的直接收款方式进行。
Article 37 第37条	**Commencement, duration and termination**	开始、期间和终止
37.1	The subscription agreement and the right to use the Software enter into effect on the date that Exact and the Customer have agreed the order confirmation and the File is available on the Customer Portal. From the Customer Portal, the Customer can download the File required to create the administrations and/or databases and Named Users and to use the Software.	订购协议和使用软件的权利自 Exact 与客户就订单确认达成一致并在客户门户上提供该文件之日起生效。客户可以从客户门户下载创建管理和/或数据库、指定用户和使用软件所需的文件。
37.2	The subscription agreement is entered into for the term of one (1) year, cannot be terminated early and is automatically and automatically renewed for the period of one (1) month after expiry of this term of one (1) year, unless either Party gives the other Party written notice, per registered post or via the Customer Portal, at least one (1) month before the end date of the subscription agreement that it wishes to terminate the subscription agreement.	订购协议的有效期为一(1)年，不能提前终止，并在本订购协议有效期为一(1)年期满后自动续签，续签期限为一(1)个月，除非任何一方在订购协议终止日期前至少一(1)个月，通过挂号信或客户门户向另一方发出书面通知，表示其希望终止订购协议。
37.3	The term of the subscription agreement is not changed as a result of the Customer adding additional orders to the Software under the same subscription agreement. These additional orders are added to the current subscription agreement and the subscription fee in respect of the additional orders is therefore invoiced proportionally each month, i.e. from the date on which	订购协议的条款不因客户在同一订购协议下向软件添加额外订单而更改。这些附加订单被添加到当前订阅协议中，因此，有关附加订单的订购费用按比例按月开具发票，即从附加订单添加到订购协议的日期起至适用期限结束。如果订购协议被续订，订购协议将包含从续订日期起的整个软件，并且订购费用将按软件的总

		the additional orders were added to the subscription agreement up to the end of the applicable term. If the subscription agreement is renewed, the subscription agreement will entail the entire Software from the Renewal Date and the subscription fee will be invoiced over the total value of the Software.	价值开具发票。
37.4		During the term of the subscription agreement, each year or each month, depending on the duration of the subscription agreement, a File can be provided to the Customer which the Customer must importin order to be able to continue using the Software up to the moment the subscription agreement ends.	在每年或每月订购协议期间，根据订购协议的持续时间，可以向客户提供一个文件，客户必须导入该文件，以便能够继续使用软件，期限直到订购协议结束。
37.5		If payment of the subscription fee has not been received or has not been received in time, and/or if payment by direct debit collection is reversed, the subscription agreement, renewed or otherwise, will not enter into effect.	如未收到或未能及时收到订购费用的付款，及/或直接借记收款的付款方式被撤销，订购协议（包括续签或以其他方式续签的认购协议）将不生效。
37.6		If the subscription agreement has ended, has not been renewed in time or has otherwise been terminated, the right to use the Software automatically ends. Exact's obligation to perform Support and Maintenance Services pursuant to the subscription agreement therefore also automatically ends.	如订购协议已终止、未及时续签或以其他方式终止，则本软件的使用权自动终止。因此，**Exact** 根据订购协议提供支持和维护服务的义务也自动终止。