

NETWORK EQUIPMENT TECHNOLOGIES, INC.
STANDARD TERMS AND CONDITIONS OF SALE – PRODUCTS & SERVICES

The following document contains the “Terms and Conditions of Sale” applicable to the purchase of products and/or services from NET. If you are purchasing only products then only the “Products” terms and conditions apply, and if you are purchasing only services then only the “Services” terms apply.

When viewing this form on screen, you may use the following links to jump directly to the applicable terms and conditions:

Products: [NET Terms and Conditions of Sale – Products](#)

Services: [NET Terms and Conditions of Sale – Services](#)

QINTUM TELECOMMUNICATION TECHNOLOGY (SHANGHAI) LIMITED
STANDARD TERMS AND CONDITIONS OF SALE – PRODUCTS & SERVICES

宽能通讯技术(上海)有限公司

本合約包含QINTUM 的”買賣條件與售後服務注意事項”。

如果您單純只購買產品，本合約內容將只適用產品買賣條件合約條款；但如果您只購買售後服務項目，則本合約內容將只適用售後服務條款。當您瀏覽此文件，您可點選下列網址直接進入”買賣條件與注意事項條款”

Products: Quintum Terms and Conditions of Sale – Products (China)

產品：[寬能買賣條件與售後服務注意事項-產品\(中國\)](#)

Services: Quintum Terms and Conditions of Sale – Services (China)

售後服務：[寬能買賣條件與售後服務注意事項-售後服務\(中國\)](#)



NET TERMS AND CONDITIONS OF SALE

PRODUCTS

NOTE! ALL PRODUCT TRANSACTIONS WITH NET ARE SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE CONTACT YOUR NET REPRESENTATIVE IMMEDIATELY AND DO NOT PROCEED WITH THE TRANSACTION. These terms and conditions (“Agreement”) constitute the entire agreement between Network Equipment Technologies, Inc. (“NET”) or its subsidiaries and affiliates, including but not limited to, N.E.T. Federal, Inc. and NET Europe Ltd., and you (“Customer”). By extending a quotation, NET invites Customer to make a legally binding offer in a Purchase Order (defined below). Customer’s Purchase Order should reference NET’s quotation and this Agreement and not contain any additional or different terms, which are hereby expressly rejected. If Customer submits a Purchase Order with additional or different terms and, despite the rejection of such terms, accepts Products, then Customer shall be deemed to agree that solely this Agreement shall be binding on the parties. In the event Customer is a systems integrator, valued-added reseller or prime contractor, this Agreement permits Customer to resell Products to a third party.

1. CERTAIN DEFINITIONS

“Products” means any hardware or software products identified on: (a) NET’s then current applicable price list; (b) any NET proposal or quotation; or (c) any NET invoice.

“Purchase Order” means a written order referencing NET’s quotation number and specifying, e.g.: (1) a purchase order number; (2) item prices; (3) part numbers; (4) quantities; (5) requested delivery dates; (6) delivery location, including name and contact information; and (7) bill-to address.

2. PAYMENT; DELIVERY

2.1 Fees. All fees exclude sales or service tax, insurance, and shipping charges, which shall be paid by Customer. NET will have completed performance of its obligations hereunder upon delivery without the additional requirement of any formal or express acceptance by Customer. All shipments from NET are FOB or FCA NET’s premises or designated facility, and “delivery” shall have occurred when NET has placed the Products into the hands of a carrier for shipment. Customer shall pay all fees in advance of shipment or, subject to NET credit approval, within thirty (30) days of the invoice date. Any late payments shall bear interest in the amount of one and one half percent (1.5%) per month or, if less, the maximum rate allowable by law, and NET may suspend further Product delivery until payments are current.

2.2 Title. NET may make partial shipments under an order. All scheduled delivery dates are estimates only and shall not be binding upon NET unless expressly agreed by NET in writing. Risk of loss and title to equipment pass to Customer on the date of Product delivery. NET does not transfer title to Software.

3. SOFTWARE LICENSE

3.1 End User License Grant. NET grants Customer a non-sublicensable, non-exclusive, worldwide, perpetual (unless terminated in accordance herewith), limited license to use copies of the NET software purchased hereunder (“Software”) in object code form, and supporting documentation (“Documentation”) delivered by NET for Customer’s internal business purposes subject to these terms and conditions. The foregoing license shall be non-transferable except that if Customer is a systems integrator, prime contractor or other entity acquiring the Products on behalf of a third-party end user, then Customer may make a one-time transfer of such license to its end user.

3.2 Copies. Customer may upload each duly acquired and paid-for copy of Software for permitted uses, and create one (1) backup copy, which must be stored separately from actively used computer programs, with the number and location of backup copies to be provided to NET upon request. Customer may create a reasonable number of unmodified copies of the Documentation, for its internal business purposes solely in connection with the Software.

3.3 Third-Party Products. If Customer acquires from NET third party Products that are accompanied by their own license terms (in shrink-wrap, click-through or other format), Customer agrees to such terms vis-à-vis the licensor thereof and such terms shall be in lieu of these terms.

3.4 Audit. NET has the right, upon reasonable notice of not less than fifteen (15) days, during normal business hours, to audit Customer’s possession and use of the Software. Customer agrees to cooperate with NET’s audit and to provide reasonable access to information. If the audit discovers underpayment, overuse, or any other infringements of NET’s rights, NET shall be entitled, in addition to all other rights and remedies, to receive from Customer within thirty (30) days of written demand any unpaid fees at the rates in effect when the infringement first occurred, plus interest as provided in the payment terms above, and the reasonable costs of the audit.

3.5 License Restrictions. To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Software; (ii) modify (excluding open programmable interfaces) or create any derivative works (including translations, adaptations or other recast or altered versions) based on the Software or Documentation; (iii) merge the Software with any other software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign or otherwise transfer the Software or Documentation except as authorized by these terms; (v) distribute, disclose, or allow use of the Software or Documentation in any format, through a network, to or by third parties, or by other means; (vi) enable software features or capacity (e.g., additional nodes or IP flows) not purchased from NET; or (vii) permit or encourage any third party to do any of the foregoing. If Customer sells or otherwise transfers to a third party any Product or media containing pre-installed Software, Customer shall remove or delete all software prior to the transfer, unless NET confirms in writing that transferee has obtained all necessary licenses directly from NET against payment of applicable license fees.

3.6 License Termination. NET may terminate, at its sole discretion, licenses to Software and Documentation granted hereunder, by giving written notice, effective immediately, if within ten (10) days of Customer’s receipt of a reasonably detailed written request to cure, Customer has not cured all breaches of payment obligations, license limitations, or any other substantial obligations under this Agreement. Upon such termination, Customer shall immediately pay all fees outstanding, cease use of all Software and Documentation, return or delete (at NET’s request and sole discretion) all copies of the Software and Documentation in Customer’s possession, and certify compliance with all foregoing obligations to NET in writing. These termination rights are in addition to any other rights and remedies that NET may have under these Terms, at law or in equity. Sections 3.4 and 3.5 shall survive any such termination.

4. LIMITED WARRANTY

4.1 Warranty Standard. Subject to all limitations contained herein, NET warrants that the Product substantially conforms to the specifications in the documentation for the Product. Products are warranted under the NET Product Warranty in effect at the time NET accepts a Purchase Order issued by Customer or as prescribed by local law. The current NET Product Warranty may be found in the support section of <http://www.net.com>. The warranty for Software shall not apply if Customer has updated any third party operating system software without prior written authorization from NET.

4.2 Warranty Exclusions. Customer has no warranty rights with respect to (i) defects or non-conformities caused by improper use, such as failure to follow NET’s operating instructions, use with incompatible equipment, or failure to implement updates and new releases of Software provided to Customer; (ii) non-conformance due to actions of persons other than NET and its personnel; (iii) modifications made at Customer’s request, or (iv) Products shipped, at Customer request, after the formal “end-of-life last shipment date” for the Products. Third-party products are covered by the warranties of their manufacturer and not the warranties set forth herein.

4.3 Warranty Remedies. If the Product materially fails to comply with the above warranty standard during the warranty period, NET shall provide the following:

4.3.1 For hardware warranty service, Customer shall obtain an RMA number (RMA process may be located in the support section <http://www.net.com>) and then ship the Product or defective parts to NET, freight pre-paid with appropriate insurance, and NET shall, at its sole discretion, (i) repair or replace the Product or parts to achieve compliance with the warranty, and ship the repaired or replacement hardware back to Customer

within 30 days (subject to customs requirements for shipments outside of the US), or (ii) refund to Customer the applicable fees. **4.3.2** For Software warranty service, Customer shall notify NET of the Software defect and NET shall, at its sole discretion, (i) use reasonable efforts to achieve compliance with the warranty, either by correcting the identified defect or providing a workaround or (ii) refund to Customer the applicable fees. Correction of Software defects during the warranty period may be achieved by issuance of a later release of the Software not containing the defect, and in such event NET will provide the new release to Customer at no charge, but use of the new release could require Customer to upgrade other components, which shall be at Customer's expense.

4.4 No Other Warranties. NET DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

4.5 Sole Remedies. THE FOREGOING REMEDIES ARE NET'S SOLE AND EXCLUSIVE WARRANTY OBLIGATIONS. No other entity, including any authorized NET distributor or reseller, is authorized to make any warranty commitment, whether oral or written, binding upon NET, and any such statements are void.

5. INDEMNITY

5.1 Indemnification. NET will defend and indemnify Customer from and against all infringement claims brought against Customer to the extent that Products delivered hereunder infringe a third party's trade secret, United States copyright or United States patent, on the condition that Customer notifies NET in writing within ten (10) days of such claim, gives NET sole authority and control of the defense or settlement of such claim, and provides all reasonable information and assistance requested by NET to handle the defense or settlement.

5.2 Remediation. If any Product is held to infringe any third party's trade secret, United States copyright or United States patent and its use is enjoined, or NET reasonably believes such use may become enjoined, NET may, at NET's own expense and sole discretion, (i) procure for Customer the right to continue its use; (ii) replace or modify it so that it becomes non-infringing; or (iii) refund a pro-rated portion of the fees paid for it, based on a linear depreciation over a five (5) year useful life, in which case Customer shall cease all use thereof and return it to NET.

5.3 Indemnity Exclusions. NET shall have no indemnity obligation for any infringement claim attributable to: (i) modifications made in accordance with Customer's instructions or made by someone other than NET unless directed or approved by NET; (ii) use with hardware or software not certified by NET as suited for use with the Product; (iii) failure to use the latest versions of the Product made available to Customer; or (iv) third parties or third party Products.

5.4 Exclusive Remedy for Infringement. THIS SECTION 5 STATES NET'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHT.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR COST OF COVER. EXCEPT FOR CLAIMS OF PERSONAL INJURY OR DEATH, ALL LIABILITY OF NET UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO NET UNDER THIS AGREEMENT AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE OR INFRINGING PRODUCT, SHALL, UNDER ANY LEGAL OR EQUITABLE THEORY, BE FURTHER LIMITED TO THE PURCHASE PRICE PAID BY THE CUSTOMER FOR SUCH PRODUCT.

7. GENERAL TERMS

7.1 Choice of Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding conflict of laws principles and the U.N. Convention on Contracts for the International Sale of Goods (CISG), and shall be subject to the exclusive jurisdiction of California courts.

7.2 Compliance with Laws. Both parties shall comply with all applicable laws, including the export control laws of the United States, and shall not export or re-export any products without the appropriate United States and foreign government licenses. Customer shall defend, indemnify, and hold NET and its suppliers harmless from any claims arising out of Customer's violation of export control laws.

7.3 Entire Agreement. This Agreement, NET's written quotation or order acknowledgement, and Customer's Purchase Order (excluding any additional

or conflicting terms) constitute the entire agreement of the parties and supersede all prior or contemporaneous agreements, oral or written, between the parties relating to the subject matter hereof. This Agreement may be modified only in a writing signed by the parties.

7.4 Severability. If any terms herein are held invalid by a court of competent jurisdiction, such terms shall, to the extent invalid, be null and void and deleted from this Agreement. All remaining terms shall remain in full force and effect.

7.5 Assignment. Customer may not assign this Agreement or any rights thereunder, by operation of law or otherwise, without the prior written consent of NET.

7.6 Confidential Information. Customer shall hold confidential and not use or permit others to use any information (i) identified in writing or orally by NET as confidential or (ii) that Customer knows or has reason to know is confidential information of NET.

7.7 No Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of such rights or of any other rights under this Agreement.

7.8 Insolvency. If either party (i) makes an assignment for the benefit of creditors; (ii) becomes insolvent; (iii) suspends business; or (iv) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed within thirty (30) days, then the other party may immediately cancel any outstanding part of any order without penalty.

7.9 Force Majeure. NET shall not be liable for any delay or failure in performance due to strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of NET.

7.10 Security Interest in Products. Customer grants NET a security interest in all Products acquired from NET at any time to secure the payment and performance of Customer's obligations under this Agreement and authorizes NET to file a financing agreement thereon.

7.11 Notices. Any notices hereunder shall be invalid unless in writing and sent by fax, certified mail, or courier with delivery confirmation, effective upon receipt, to NET, Attn: Legal Dept., 21660 Ridgetop Circle, Suite 100, Dulles, VA USA 20166, (Fax: 703-948-1850).



NET TERMS AND CONDITIONS OF SALE

SERVICES

NOTE! ALL SERVICES TRANSACTIONS WITH NET ARE SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE CONTACT YOUR NET REPRESENTATIVE IMMEDIATELY AND DO NOT PROCEED WITH THE TRANSACTION. These terms and conditions (“Agreement”) constitute the entire agreement between Network Equipment Technologies, Inc. (“NET”), or its subsidiaries and affiliates, including but not limited to, N.E.T. Federal, Inc. and NET Europe Ltd., and you (“Customer”). By extending a quotation, NET invites Customer to make a legally binding offer in a Purchase Order (defined below). Customer’s Purchase Order should reference NET’s quotation and this Agreement and not contain any additional or different terms, which are hereby expressly rejected. If Customer submits a Purchase Order with additional or different terms and, despite the rejection of such terms, accepts Services, then Customer shall be deemed to agree that solely this Agreement shall be binding on the parties.

1. CERTAIN DEFINITIONS

“Personnel” means employees, independent contractors, and subcontractors, who NET deploys and replaces at its sole discretion.

“Purchase Order” means a written order referencing NET’s quotation number and specifying, e.g.: (1) a purchase order number; (2) item prices; (3) part numbers; (4) quantities; (5) requested delivery dates; (6) delivery location, including name and contact information; and (7) bill-to address.

“Service Program” means an NET document specifying the scope and conditions of Services.

“Services” means Maintenance Services, Fixed-Price Services or T&M Services, where:

“Fixed-Price Services” means the services that NET labels as such or expressly agrees to provide for a fixed price, including standard product training provided by NET.

“Maintenance Services” means support or maintenance services performed by NET pursuant to Service Programs.

“T&M Services” means Services that NET labels as such or agrees to provide for a price based on the time and materials required.

2. PAYMENT

All fees exclude sales or service tax, insurance, and shipping charges, which shall be paid by Customer. Fees for Maintenance Services will be invoiced quarterly in advance, and fees for other Services will be invoiced either in advance or, if agreed by NET in a statement of work or other writing, upon completion or per milestones. NET will have completed performance of its obligations hereunder once Services have been rendered, without the additional requirement of any formal or express acceptance by Customer. Customer shall pay all fees in advance or, subject to NET credit approval, within thirty (30) days of the invoice date. Any late payments shall bear interest in the amount of one and one half percent (1.5%) per month or, if less, the maximum rate allowable by law, and NET may suspend Services until payments are current.

3. SERVICES TERMS

3.1 Fixed-Price Services. NET will provide Fixed-Price Services either (i) pursuant to a Service Program for Fixed-Price Services, such as for standard installations or training, or (ii) pursuant to a statement of work specifying deliverables or defined objectives.

3.2 T&M Services. NET will provide T&M Services in exchange for hourly or daily fees and expense reimbursements at NET’s standard rates, which NET revises from time to time and which are available on request, or at other rates as may be agreed in writing (“T&M Fees”). If, at Customer’s request, NET performs T&M Services on weekends or outside NET’s regular business hours of 8 AM to 5 PM (local time where Services are performed), which NET is not obligated to do, separate rates apply. To the extent the parties agree in a statement of work or other document on a specific project description, such as installation of products or implementation of a systems solution, NET will use commercially reasonable efforts to pursue the realization thereof. However, NET’s obligations under any order for T&M Services shall always be the provision of the agreed service activities, and not a certain technical, economic, or other result.

3.3 Maintenance Services. NET will provide Maintenance Services in accordance with the applicable Service Program. If the Service Program

includes the supply of software updates, NET shall make available to Customer all updates that NET makes generally available under the same Service Program. NET reserves the right not to create any updates, or to market new versions of software as a new product for additional consideration. Updates are to be used instead of, not in addition to, the updated software, and their use is governed by all license restrictions governing the updated software. Use of updates may require the acquisition by Customer of new or additional hardware, operating systems, or other software. Additional products ordered or delivered during an existing term of Maintenance Services will be automatically added to the existing coverage, unless the parties agree otherwise, and the applicable fees will be applied pro-rata at NET’s rates in effect on the date the products are added. Customer shall notify NET immediately upon adding or relocating products within Customer’s network.

3.4 Modification of Service Programs. Upon sixty (60) days’ written notice, NET may modify a Service Program, including reducing the level of service or excluding on-site maintenance. In such event, an equitable adjustment will be made by mutual agreement in the fees charged for the Services. If the parties cannot agree on the fee adjustment, NET may, at its sole discretion, (i) perform under the previous conditions or (ii) grant Customer a one-time thirty (30) day right to terminate the respective Services, after which, if Customer has not exercised this termination right, the new terms proposed by NET shall become effective and NET shall refund any overpaid fees.

3.5 Customer Cooperation. Customer shall cooperate with NET as specified in the Service Programs, a statement of work, or as reasonably requested by NET. If Customer fails to meet any of its obligations under this Agreement, NET may delay or suspend its performance and charge Customer for any resulting expenses including storage costs and other out-of-pocket expenses, and, after thirty (30) days following NET’s request of Customer’s cooperation, cancel some or all Services and invoice Customer immediately for all related fees, in addition to any other rights or remedies available at law or in equity.

3.6 Conditions. NET shall provide Services subject to the condition that the maintained equipment and its network environment are not (i) installed, altered or repaired by someone other than NET or its authorized representative; (ii) improperly used, handled, or stored, or located in an unsafe place; (iii) used with incompatible equipment; or (iv) damaged by fire, explosion, power failure or other act or cause not attributable to NET or its authorized representative.

3.7 License Rights. Upon completion and subject to full payment, NET grants Customer a non-exclusive, non-sublicensable, non-transferable, worldwide, perpetual (unless terminated in accordance herewith), limited license to use the deliverables or other work product of Services for Customer’s internal business purposes if and to the extent that (i) NET makes such deliverables intentionally available to Customer as part of the Services; (ii) the respective items are not covered by any other agreement between the parties (otherwise such other agreement, e.g., the NET Terms and Conditions of Sale for Products, shall govern); and (iii) Customer complies with all other provisions of this Agreement.

4. LIMITED WARRANTY

4.1 Warranty Standard. Subject to all limitations contained herein, NET warrants that (i) Maintenance Services will be carried out in a professional and workmanlike manner by qualified Personnel, (ii) the results of an installation by NET will substantially conform to the specifications contained in the documentation for the products, and (iii) at time of completion, any deliverables substantially conform to the specifications in the applicable statement of work. The warranty period for Service deliverables is thirty (30) days beginning upon completion.

4.2 Warranty Remedies. If Maintenance Services or T&M Services materially fail to comply with the warranty standard set forth above, Customer may terminate such Services in accordance with the termination provisions set forth below, with effect for the future; provided that such termination shall not affect any other obligations of Customer under these terms. If the results or deliverables of Fixed-Price Services fail to comply with the above warranty standard, NET shall, at its sole discretion, (i) reperform the affected installation services or repair or replace the non-conforming deliverables, or (ii) refund to Customer the applicable fees (e.g., a milestone installment) against return of the non-conforming deliverables and any other work product.

4.3 No Other Warranties. NET DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

4.4 Sole Remedies. THE FOREGOING REMEDIES ARE NET'S SOLE AND EXCLUSIVE WARRANTY OBLIGATIONS.

5. INDEMNITY

5.1 Indemnification. NET will defend and indemnify Customer from and against all infringement claims brought against Customer to the extent that any deliverable of Services hereunder infringes a third party's trade secret, United States copyright or United States patent, on the condition that Customer notifies NET in writing within ten (10) days of such claim, gives NET sole authority and control of the defense or settlement of such claim, and provides all reasonable information and assistance requested by NET to handle the defense or settlement.

5.2 Remediation. If any Services deliverable is held to infringe any third party's trade secret, United States copyright or United States patent and its use is enjoined, or NET reasonably believes such use may become enjoined, NET may, at NET's own expense and sole discretion, (i) procure for Customer the right to continue its use; (ii) replace or modify it so that it becomes non-infringing; or (iii) refund a pro-rated portion of the fees paid for it, based on a linear depreciation over a five (5) year useful life, in which case Customer shall cease all use thereof and return it to NET.

5.3 Indemnity Exclusions. NET shall have no indemnity obligation for any infringement claim attributable to deliverables or modifications thereto made in accordance with Customer's instructions or made by someone other than NET unless directed or approved by NET; or (ii) use with other hardware or software except as may be specifically identified in a statement of work.

5.4 Exclusive Remedy for Infringement. THIS SECTION 5 STATES NET'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHT.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR COST OF COVER. EXCEPT FOR CLAIMS OF PERSONAL INJURY OR DEATH, ALL LIABILITY OF NET UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE GREATER OF (i) THE FEES PAID TO NET UNDER THE ORDER CLOSEST RELATED TO THE DAMAGES OR (ii) THE FEES PAID TO NET DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CAUSATION OF THE DAMAGES.

7. GENERAL TERMS

7.1 Choice of Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding conflict of laws principles and the U. N. Convention on Contracts for the International Sale of Goods (CISG), and shall be subject to the exclusive jurisdiction of California courts.

7.2 Compliance with Laws. Both parties shall comply with all applicable laws, including the export control laws of the United States, and shall not export or re-export any products without the appropriate United States and foreign government licenses. Customer shall defend, indemnify, and hold NET and its suppliers harmless from any claims arising out of Customer's violation of export control laws.

7.3 Entire Agreement. This Agreement, NET's written quotation or order acknowledgement, and Customer's Purchase Order (excluding any additional or conflicting terms) constitute the entire agreement of the parties and supersede all prior or contemporaneous agreements, oral or written, between the parties relating to the subject matter hereof. This Agreement may be modified only in a writing signed by the parties.

7.4 Severability. If any terms herein are held invalid by a court of competent jurisdiction, such terms shall, to the extent invalid, be null and void and deleted from this Agreement. All remaining terms shall remain in full force and effect.

7.5 Assignment. Customer may not assign this Agreement or any rights thereunder, by operation of law or otherwise, without the prior written consent of NET.

7.6 Confidential Information. Customer shall hold confidential and not use or permit others to use any information (i) identified in writing or orally by NET as confidential or (ii) that Customer knows or has reason to know is confidential information of NET.

7.7 No Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of such rights or of any other rights under this Agreement.

7.8 Insolvency. If either party (i) makes an assignment for the benefit of creditors; (ii) becomes insolvent; (iii) suspends business; or (iv) files a

voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed within thirty (30) days, then the other party may immediately cancel any outstanding part of any order without penalty.

7.9 Force Majeure. NET shall not be liable for any delay or failure in performance due to strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of NET.

7.10 Notices. Any notices hereunder shall be invalid unless in writing and sent by fax, certified mail, or courier with delivery confirmation, effective upon receipt, to NET, Attn: Legal Dept., 21660 Ridgeway Circle, Suite 100, Dulles, VA USA 20166, (Fax: 703-948-1850).

8. TERM AND TERMINATION

8.1 Term. The term of any Fixed-Price Services project will continue until (i) completion or (ii) termination in accordance with this Section 8. For Maintenance Services, Customer agrees to provide NET with an authorized Purchase Order prior to the start of each new billing cycle, and failure to do so may result in suspension of Services.

8.2 Termination for Cause. Either party may terminate a statement of work by written notice, effective immediately, if the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice from the non-breaching party detailing the alleged breach. These termination rights are in addition to any other rights and remedies that a party may have. If NET terminates Services because of Customer's material breach, Customer shall return to NET all work product, materials, and other tangibles and intangibles received in connection with T&M Services, without retaining any copies thereof.

8.3 Termination of Maintenance Services for Convenience. With ninety (90) days' written notice, either party may terminate Maintenance Services or exclude individual Products from the scope of Maintenance Services. If Customer has prepaid any fees for a time period beyond the notice period, NET will refund such overpaid fees.

8.4 Termination of T&M or Fixed-Price Services for Convenience. Customer may terminate T&M or Fixed-Price Services for convenience at any time by giving NET sixty (60) days prior written notice, provided that Customer shall pay to NET (i) in the case of Fixed-Price Services, all fees specified in the statement of work less out-of-pocket expenses saved by NET as a result of the early termination, or one hundred twenty percent (120%) of NET's fully loaded costs of performing the Services before termination, whichever is greater, or (ii) in the case of T&M Services, an amount equaling either the ramp-down or cancellation fees or, where no such fees are specified, the estimated total T&M Fees and costs less out-of-pocket expenses saved by NET as a result of the early termination. In addition, Customer shall return to NET all deliverables and other tangibles and intangibles received in connection with the terminated Services, and not retain any copies thereof.

8.5 Survival. Sections 4 through 7 of this Agreement shall survive any termination of this Agreement or an individual statement of work, provided that unless Customer makes complete payments, Section 3.7 (License Rights) shall not survive termination.

TERMS AND CONDITIONS OF SALE

PRODUCTS

宽能通讯技术 (上海) 有限公司

产品销售条款和条件

NOTE! ALL PRODUCT TRANSACTIONS WITH QUINTUM ARE SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE CONTACT YOUR QUINTUM REPRESENTATIVE IMMEDIATELY AND DO NOT PROCEED WITH THE TRANSACTION. These terms and conditions (“Agreement”) constitute the entire agreement between **Quintum Telecommunication Technology (Shanghai) Ltd.** (“Quintum”) or its affiliates and you (“Customer”). By extending a quotation, Quintum invites Customer to make a legally binding offer in a Purchase Order (defined below). Customer’s Purchase Order shall reference Quintum’s quotation and this Agreement and not contain any additional or different terms, which are hereby expressly rejected. If Customer submits a Purchase Order with additional or different terms and, despite the rejection of such terms, accepts Products, then Customer shall be deemed to agree that solely this Agreement shall apply. In the event Customer is a systems integrator, valued-added reseller or prime contractor, this Agreement permits Customer to make a one-time resale of the Products to a third party, including transfer of the licenses hereunder.

注意！QUINTUM所有产品交易受如下条款限制。如果您不同意该等条款，请立即联系您的QUINTUM代表，也不要继续交易。 本条款和条件 (“协议”) 构成宽能通讯技术 (上海) 有限公司 (“Quintum”)或其关联方和贵方 (“客户”) 的完整协议。在给予报价时，**Quintum**邀请客户在购买订单 (定义见下文) 中给出有法律约束力的要约。客户的购买订单应引用**Quintum**的报价和本协议，不得包含任何新的或不同的条款，该等新的或不同的条款在此明确被拒绝。如果客户提交了含新的或不同条款的购买订单，且尽管该等条款被拒绝，客户仍然接受了产品，则应被视为客户同意只有本协议适用。如果客户是系统集成商、增值转售商或主要的承包商，则本协议允许客户进行一次对第三方的产品转售，包括本协议下的有关许可的转让。

1. CERTAIN DEFINITIONS

1. 定义

“Equipment” means hardware Products.

“设备”指硬件产品。

“Products” means any hardware or software products identified on: (a) Quintum’s then current applicable price list; (b) any Quintum proposal or quotation; or (c) any Quintum invoice.

“产品”指由(a)

Quintum当时适用的价格单；(b)任何**Quintum**计划书或报价单，或(c)任何**Quintum**发票确认的任何硬件或软件产品。

“Purchase Order” means a written order referencing Quintum’s quotation number and specifying, e.g.: (1) a purchase order number; (2) item prices; (3) part numbers; (4) quantities; (5) requested delivery dates; (6) delivery location, including name and contact information; and (7) bill-to address.

“购买订单”指引用了**Quintum**报价号码的书面订单，并明确了

如：(1) 购买订单号码；(2) 单项价格；(3) 部件号码；(4) 数量；(5) 要求的交付日期；(6) 交付地点，包括姓名和联系信息；和 (7) 收费地址。

2. PAYMENT; DELIVERY

2. 付款；交付

2.1 Fees. All fees, excluding insurance and shipping charges, shall be paid by Customer. Quintum will have completed performance of its obligations hereunder upon delivery without the additional requirement of any formal or express acceptance by Customer. Customer will be responsible for taking delivery of Products at Quintum’s premises or designated facility, and “delivery” shall have occurred when Quintum has placed the Products into the hands of a carrier for shipment. Customer shall pay all fees in advance of shipment or, subject to Quintum credit approval, within thirty (30) days of the invoice date. Any late payments shall bear interest in the amount of one and one half percent (1.5%) per month or, if less, the maximum rate allowable by law, and Quintum may suspend further Product delivery until payments are current.

2.1

费用。

除保险和运输费用之外的所有费用应由客户支付。**Quintum**在交付后即完成其在本协议下的义务，上述义务的完成无需客户的明确和正式接受。客户将负责从**Quintum**的所在地或指定的工厂自行提货，“交付”指**Quintum**将产品交至运货商处以供运送。

客户应在运送前支付所有费用，或在**Quintum**

授信审批后，在发票日期后三十 (30) 日内支付。任何逾期付款

应按每月1.5%的利息进行支付，或法律许可的其他最高利息进行支付（如果不能适用1.5%的利息比例），且Quintum在付款前可暂停进行进一步产品交付。

2.2 Title. Quintum may make partial shipments under an order. All scheduled delivery dates are estimates only and shall not be binding upon Quintum. Risk of loss and title to equipment pass to Customer upon delivery. Quintum does not transfer title to Software.

2.2 所有权。

Quintum可根据订单进行部分运送。所有计划的运送日期均为估计，对

Quintum没有约束力。设备的损失风险和所有权在交付后转给客户。Quintum没有转让软件的所有权。

3. SOFTWARE LICENSE

3. 软件许可

3.1 End User License Grant. Quintum grants Customer a non-sublicensable, non-exclusive, worldwide, perpetual (unless terminated in accordance herewith), limited license to use the Quintum software purchased hereunder (“Software”) in object code form for Customer’s internal business purposes and only on the Equipment with which the Software was purchased or provided and on which it was intended to be used. The foregoing license shall be non-transferable except as may be otherwise provided herein. Customer may create one (1) backup copy of the Software.

3.1 最终用户许可授予。

Quintum授予客户使用根据本协议购买的Quintum软件（“软件”）的不得再许可、非排他、世界范围内的永久（除非根据本协议终止）、有限许可，软件以目标码为形式由客户内部商业使用，并仅在与软件一起购买或提供的且旨在其上使用的设备上使用。除非本协议另有规定，上述许可为不可转让。客户可生成软件的一（1）份备份。

3.2 Third-Party Products. If Customer acquires from Quintum third party Products that are accompanied by their own license terms (in shrink-wrap, click-through or other format), Customer agrees to such terms vis-à-vis the licensor thereof in lieu of these terms.

3.2 第三方产品。 如果客户从Quintum

获得第三方的产品，并附带他们自己的许可条款（热缩塑料包、点进或其它方式），客户同意该许可人的该等条款代替本协议。

3.3 Audit. Quintum may audit Customer’s possession and use of the Software, and Customer shall cooperate with such audit and provide reasonable access to information. If the audit discovers infringement, Quintum shall be entitled, in addition to all other remedies, to receive unpaid fees, plus interest and the reasonable costs of the audit.

3.3 审计。

Quintum可审计客户对软件的掌握和使用，客户应配合该等审计，并提供信息的合理获得途径。如果审计发现侵权，除所有其它救济外，Quintum应有权获得未付费用，外加利息和审计的合理费用。

3.4 License Restrictions. To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse

engineer the Software; (ii) modify (excluding open programmable interfaces) or create any derivative works (including translations, adaptations or other recast or altered versions) based on the Software; (iii) merge the Software with any other software other than as expressly permitted by Quintum; (iv) use, copy, sell, sublicense, lease, rent, loan, assign or otherwise transfer the Software or Documentation except as authorized by these terms; (v) distribute, disclose, or allow use of the Software to or by third parties; or (vi) enable features or capacity (e.g., additional nodes) not purchased from Quintum. If Customer sells or otherwise transfers to a third party any Product or media containing pre-installed Software, Customer shall remove or delete all software prior to the transfer, unless Quintum confirms in writing that transferee has obtained all necessary licenses directly from Quintum against payment of applicable license fees.

3.4 许可限制。 在适用法律许可的程度内，客户同意不会

- (i) 对软件反编译、反汇编或进行逆向工程；
- (ii) 修改（不包括开放式可编程界面）或根据软件进行任何衍生工作（包括翻译、转化、改编或其它重做或修改版本）；
- (iii) 将软件与任何其它软件合并，除非获得Quintum明确许可；
- (iv) 使用、复制、出售、再许可、租赁、出租、借出、让渡、或以其它形式转让软件或文件，除非由本协议授权；
- (v) 向第三方分发、披露或许可软件的使用；或
- (vi) 使用非从Quintum购买的特征或容量（如更多的节点）。如果客户向第三方出售或转让任何产品或包含预先安装软件的介质，客户应在转让前去除或删除所有软件，除非Quintum书面确认受让方已经直接从Quintum获得所有必须的许可，并支付所有适用的许可费用。

3.5 License Termination. Quintum may terminate, at its sole discretion, the licenses granted hereunder, by giving written notice, effective immediately, if within ten (10) days of Customer’s receipt of a reasonably detailed written request to cure, Customer has not cured all breaches of payment obligations, license limitations, or any other substantial obligations under this Agreement. Upon termination, Customer shall immediately pay all fees outstanding, cease use of all Software, return or delete (at Quintum’s request and sole discretion) all copies of the Software and related documentation, and certify compliance with all foregoing obligations to Quintum in writing. These termination rights are in addition to any other rights and remedies. Sections 3.3 and 3.4 shall survive any such termination.

3.5 许可终止。

Quintum可自行决定通过书面通知终止本协议授予的许可，如果客户在收到合理详细的书面补救要求后十(10)日内，未能补救本协议下所有付款义务、许可限制或任何其它实质义务的违反，则可立即终止本协议。在终止后，客户应立即支付所有未付费用，停止使用所有软件，归还或删除（在Quintum的要求下和自行决定下）软件和相关文件的所有副本，并以书面形式向Quintum证明其遵守了所有上述义务。上述终止权利是对所有其它权利和救济的补充。第3.3条和第3.4条在终止后依然有效。

4. LIMITED WARRANTY

4. 有限保修

4.1 Warranty Standard. Subject to all limitations herein, Quintum warrants that the Product substantially conforms to the specifications in the documentation for the Product. Products are warranted under the

Quintum Product Warranty in effect at the time Quintum accepts a Purchase Order issued by Customer or as prescribed by law. The current Quintum Product Warranty may be obtained from your Quintum Sales Representative. The warranty for Software shall not apply if Customer has updated any third party operating system software without prior written authorization from Quintum.

4.1 保修标准。

受本协议所有限制的约束，Quintum保证产品在实质方面符合产品文件的规格。产品依照在Quintum

接受客户发出的购买订单时有效的Quintum

产品保修书或法律的规定进行保修。目前生效的Quintum产品保修书可从您的Quintum销售代表处获得。如果客户未经Quintum事先书面授权升级了任何第三方的操作系统，软件的保修将不再适用。

4.2 Warranty Exclusions. Customer has no warranty rights with respect to (i) defects or non-conformities caused by improper use, such as failure to follow Quintum's operating instructions, use with incompatible equipment, or failure to implement updates and new releases of Software provided to Customer; (ii) non-conformance due to actions of persons other than Quintum and its personnel; (iii) modifications made at Customer's request, or (iv) Products shipped, at Customer request, after the formal "end-of-life last shipment date" for the Products. Third-party products are covered by the warranties of their manufacturer and not the warranties set forth herein.

4.2 保修例外情况。 客户在如下方面没有保修权 (i)

不当使用引起的缺陷或不一致，如未能遵守Quintum的操作指示、使用不兼容的设备、或未能进行向客户提供的软件更新和新版本； (ii) Quintum

和其员工之外的人员行为导致的不符合；

(iii) 客户要求的修改；或

(iv) 在客户要求下，在产品正式的“最终运送日期”后运送的产品。第三方产品由他们的制造商进行保修，本协议的保修不适用。

4.3 Warranty Remedies. If the Product materially fails to comply with the above warranty standard during the warranty period, Quintum shall provide the following:

4.3

保修救济。如果产品在保修期内未能实质上符合上述保修标准，Quintum应提供：

4.3.1 For hardware warranty service, Customer shall obtain an RMA number and then ship the Product or defective parts to Quintum, freight pre-paid with appropriate insurance, and Quintum shall, at its sole discretion, (i) repair or replace the Product or parts to achieve compliance with the warranty, and ship the repaired or replacement hardware back to Customer within 30 days (subject to customs requirements for shipments outside of mainland China), or (ii) refund to Customer the applicable fees.

4.3.1

就硬件保修服务，客户获得RMA号码，然后将产品或有故障的零件运送给Quintum，预付运费并投保适当的保险。Quintum应自行决定，(i)

修理或替换产品或零件，以遵守保修规定，并将修理好或替换的硬件在30日内返还给客户（受中国大陆境外运送的海关要求的约束），或(ii) 返还该客户适当的费用。

4.3.2 For Software warranty service, Customer shall notify Quintum of the Software defect and Quintum shall, at its sole discretion, (i) use reasonable efforts to achieve compliance with the warranty, either by correcting the identified defect or providing a workaround or (ii) refund to Customer the applicable fees. Correction of Software defects during the warranty period may be achieved by issuance of a later release of the Software not containing the defect, and in such event Quintum will provide the new release to Customer at no charge, but use of the new release could require Customer to upgrade other components, which shall be at Customer's expense.

4.3.2

就软件保修服务，客户应通知Quintum软件的故障，Quintum应自行决定，(i) 尽合理的努力完成保修义务，无论是修理确认的故障，或提供代用品；或 (ii)

返还客户适当的费用。在保修期内修理软件的故障可通过提供没有该故障的软件的更新版本实现，在该情况下，Quintum将免费向客户提供新版本，但使用该新版本会要求客户更新其它零件，相关费用应由客户承担。

4.4 No Other Warranties. QUINTUM DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

4.4无其它保证。 Quintum拒绝所有其他保证，无论明示、暗示或法定，包括有关适销性和对某一具体目的适合性、或有关非侵权或因在交易过程中，或因使用或贸易惯例而出现的保证。

4.5 Sole Remedies. THE FOREGOING REMEDIES ARE QUINTUM'S SOLE AND EXCLUSIVE WARRANTY OBLIGATIONS. No other entity, including any authorized Quintum distributor or reseller, is authorized to make any warranty commitment, whether oral or written, binding upon Quintum, and any such statements are void.

4.5

唯一救济。

上述救济是Quintum的唯一和排他的保修义务，没有其它主体，包括Quintum任何授权分销商或转销商，被授权做出任何对Quintum有约束力的保修承诺，无论口头或书面，任何该等陈述将为无效。

5. INDEMNITY

5. 赔偿

5.1 Indemnification. Quintum will defend and indemnify Customer from and against all infringement claims brought against Customer to the extent that Products delivered hereunder infringe a third party's trade secret, PRC copyright or PRC patent, on the condition that Customer notifies Quintum in writing within ten (10) days of such claim, gives Quintum sole authority and control of the defense or settlement of such claim, and provides all reasonable information and assistance requested by Quintum to handle the defense or settlement.

5.1

赔偿。

如果本协议下提供的产品侵犯了第三方的商业秘密、中国版权或中国专利权，Quintum将就任何针对客户提起的侵权索赔为客户

抗辩并赔偿客户，条件是客户在该索赔后十（10）日内以书面形式通知Quintum，并授予Quintum的唯一授权，以控制抗辩或索赔的和解，并提供Quintum要求的处理抗辩或和解的所有合理信息和协助。

5.2 Remediation. If any Product is held to infringe any third party's trade secret, PRC copyright or PRC patent and its use is enjoined, or Quintum reasonably believes such use may become enjoined, Quintum may, at Quintum's own expense and sole discretion, (i) procure for Customer the right to continue its use; (ii) replace or modify it so that it becomes non-infringing; or (iii) refund a pro-rated portion of the fees paid for it, based on a linear depreciation over a five (5) year useful life, in which case Customer shall cease all use thereof and return it to Quintum.

5.2 纠正。

如果任何产品被判决侵犯了第三方的商业秘密、中国版权或中国专利权，且其使用被禁止，或Quintum

合理认为该使用可能被禁止，Quintum可自费用和自行决定

- (i) 为客户取得该继续使用的权利；
- (ii) 替换或修改产品使之不再侵权；或(iii) 基于五(5)年使用寿命的直线折旧，按比例返还已向客户支付的费用，在该情况下，客户应停止产品的使用并将产品返还给Quintum。

5.3 Indemnity Exclusions. Quintum shall have no indemnity obligation for any infringement claim attributable to: (i) modifications made in accordance with Customer's instructions or made by someone other than Quintum unless directed or approved by Quintum; (ii) use with hardware or software not certified by Quintum as suited for use with the Product; (iii) failure to use the latest versions of the Product made available to Customer; or (iv) third parties or third party Products.

5.3 赔偿例外情况。

- (i) 因以下原因引起的侵权索赔，Quintum不承担任何赔偿义务：根据客户的指示做出的修改，或Quintum之外的人员进行的修改，除非得到Quintum的指示或同意；
- (ii) 和Quintum未确认能够和产品一起使用的硬件或软件一起使用；
- (iii) 未能使用向客户提供的产品最新版本；或
- (iv) 第三方或第三方产品。

5.4 Exclusive Remedy for Infringement. THIS SECTION 5 STATES QUINTUM'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHT.

5.4 侵权的唯一救济。

第5条规定了对第三方所有权造成侵权的情况下QUINTUM的全部责任和客户的唯一救济。

6. LIMITATION OF LIABILITY

6. 责任限制

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR COST OF COVER. EXCEPT FOR CLAIMS OF PERSONAL INJURY OR DEATH, ALL

LIABILITY OF QUINTUM UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO QUINTUM UNDER THIS AGREEMENT AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE OR INFRINGING PRODUCT, SHALL, UNDER ANY LEGAL THEORY, BE FURTHER LIMITED TO THE PURCHASE PRICE PAID BY THE CUSTOMER FOR SUCH PRODUCT.

在任何情况下，双方对偶然、特殊、法定、间接、相应而生、或惩罚性赔偿，或任何利润、收入、数据或费用损失，没有任何责任。除个人伤亡的索赔外，QUINTUM在本协议下的所有责任或其它责任仅限于根据本协议向客户支付款项，就任何宣称有缺陷或侵权产品的赔偿而言，根据所有法律理论，QUINTUM在本协议下的责任或其它责任仅限于客户就该产品支付的购买价格。

7. GENERAL TERMS

7. 一般条款

7.1 Choice of Law. This Agreement shall be controlled by and construed under the laws of the PRC.

7.1 管辖法律。 本协议应由中华人民共和国法律管辖和解释。

7.2 Compliance with Laws. Both parties shall comply with all applicable laws, including the export control laws of the PRC and the United States, and shall not export or re-export any products without the appropriate United States and PRC government licenses. Customer shall defend, indemnify, and hold Quintum and its suppliers harmless from any claims arising out of Customer's violation of relevant export control laws.

7.2 遵守法律。

双方应遵守所有适用法律，包括中国及美国出口管理法，没有适当美国和中国政府许可不得出口或再出口任何产品。客户应就其违反出口管理法律引发的任何诉讼赔偿Quintum和其供应商，并为其抗辩、使其不受诉讼的损害。

7.3 Entire Agreement. This Agreement, Quintum's written quotation or order acknowledgement, and Customer's Purchase Order (excluding any additional or conflicting terms) constitute the entire agreement of the parties and supersede all prior or contemporaneous agreements, oral or written, between the parties relating to the subject matter hereof, and may be modified only in a writing signed by the parties.

7.3 完整协议。

本协议、Quintum的书面报价或订单确认以及客户的购买订单（不包括任何增加或冲突的条款）构成双方间的完整协议，并取代双方所有之前或当时有关本协议主题的协议，无论口头还是书面，且其修订只有在双方书面签署后方能生效。

7.4 Severability. If any terms herein are held invalid by a court of competent jurisdiction, such terms shall, to the extent invalid, be null and void and deleted from this Agreement. All remaining terms shall remain in full force and effect.

7.4 可分性。

如果本协议任何术语被拥有适格管辖权的法院认定为无效，该等无效条款应从本协议中删除。所有其余条款应依然有效。

7.5 Assignment. Customer may not assign this Agreement or any rights hereunder without the prior written consent of Quintum.

7.5 转让。 未经 **Quintum**事先书面同意，客户不得转让本协议或本协议项下任何权利。

7.6 Confidential Information. Customer shall hold confidential and not use or permit others to use any information (i) identified in writing or orally by Quintum as confidential or (ii) that Customer knows or has reason to know is confidential information of Quintum.

7.6 保密信息。 客户应保密并不得使用或许可他人使用任何 (i) **Quintum**书面或口头确认为机密的信息，或 (ii) 客户了解或有理由了解是 **Quintum**保密信息的信息。

7.7 No Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of such rights or of any other rights under this Agreement.

7.7 无弃权。 一方对本协议下的权利的放弃不得视为该权利在之后时间的放弃或对本协议下任何其它权利的放弃。

7.8 Insolvency. If either party (i) makes an assignment for the benefit of creditors; (ii) becomes insolvent; (iii) suspends business; or (iv) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed within thirty (30) days, then the other party may immediately cancel any outstanding part of any order without penalty.

7.8 破产。 如果任何一方 (i) 因债权人的利益进行转让； (ii) 破产； (iii) 业务终止；或 (iv) 提交自愿破产请求或被提交被动破产请求，而该等请求在三十 (30) 日内没有驳回，则另一方可立即取消任何订单的未执行部分，而不用付违约金。

7.9 Force Majeure. Quintum shall not be liable for any delay or failure in performance due to strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of Quintum.

7.9 不可抗力。 因罢工、火灾、洪水、政府行为或命令或限制、供应商无法供应，或任何其它**Quintum**无法合理控制的原因，而使**Quintum**履约延迟或未能履约，**Quintum**将没有责任。

7.10 Notices. Any notices hereunder shall be invalid unless in writing and sent by fax, certified mail, or courier with delivery confirmation, effective upon receipt, to Quintum, Attn: Legal Dept., Room 409 No.9 Alley 300, East Nan Dan Road, Xuhui District, Shanghai, PRC .

7.10 通知。 所有的通知必须是书面并通过传真、挂号信或有交付确认的快递公司递送到**Quintum**，并在接收后方为有效，**Quintum**收信人：法律部，上海市徐汇区南丹东路300弄9号409室。

**TERMS AND CONDITIONS OF SALE
SERVICES**

宽能通讯技术(上海)有限公司

服务销售条款和条件

NOTE! ALL SERVICES TRANSACTIONS WITH QUINTUM (AS DEFINED BELOW) ARE SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE CONTACT YOUR QUINTUM REPRESENTATIVE IMMEDIATELY AND DO NOT PROCEED WITH THE TRANSACTION. These terms and conditions (“Agreement”) constitute the entire agreement between Quintum Telecommunication Technology (Shanghai) Ltd (“Quintum”) or its subsidiaries and affiliates, and you (“Customer”). By extending a quotation, Quintum invites Customer to make a legally binding offer in a Purchase Order (defined below). Customer’s Purchase Order should reference Quintum’s quotation and this Agreement and not contain any additional or different terms, which are hereby expressly rejected. If Customer submits a Purchase Order with additional or different terms and, despite the rejection of such terms, accepts Services (as defined below), then Customer shall be deemed to agree that solely this Agreement shall be binding on the parties.

注意！QUINTUM (定义见下文)

所有服务交易受如下条款限制。如果您不同意该等条款，请立即联系您的QUINTUM代表，也不要继续交易。

本条款和条件(“协议”)构成宽能通讯技术(上海)有限公司(“Quintum”)或其附属机构及关联方和贵方(“客户”)的完整协议。在给予报价时，Quintum邀请客户在购买订单(定义见下文)中给出有法律约束力的要约。客户的购买订单应引用Quintum的报价和本协议，不得包含任何新的或不同的条款，该等新的或不同的条款在此明确被拒绝。如果客户提交了含有新的或不同条款的**购买订单**，且尽管该等条款被拒绝，客户仍然接受了服务(定义见下文)，则客户将被视为同意只有本协议才对双方具有约束力。

1. CERTAIN DEFINITIONS

1. 定义

“Personnel” means employees, independent contractors, and subcontractors, who Quintum deploys and replaces at its sole discretion.

“人员”

指Quintum自行配置及替换的雇员，独立承包商及分包商。

“Purchase Order” means a written order referencing Quintum’s quotation number and specifying, e.g.: (1) a purchase order number; (2) item prices; (3) part numbers; (4) quantities; (5) requested delivery dates; (6) delivery location, including name and contact information; and (7) bill-to address.

“购买订单”

指引用了Quintum报价号码的书面订单，并明确了如：(1)

购买订单号码；(2) 单项价格；(3) 部件号码；(4) 数量；(5) 要求的交付日期；(6) 交付地点，包括姓名和联系信息；和 (7) 收费地址。

“Service Program” means a Quintum document specifying the scope and conditions of Services.

“服务程序” 指明了服务范围及条件的一项Quintum文件。

“Services” means Maintenance Services, Fixed-Price Services or T&M Services, where:

“服务” 指维修服务，固定价格服务或工料服务，其中：

“Fixed-Price Services” means the services that Quintum labels as such or expressly agrees to provide for a fixed price, including standard product training provided by Quintum.

“固定价格服务”

指Quintum标明为固定价格服务或明示地同意以固定价格提供的服务，包括由Quintum提供的标准产品培训。

“Maintenance Services” means support or maintenance services performed by Quintum pursuant to Service Programs.

“维修服务” 指Quintum依据服务程序而履行的支持或维修服务。

“T&M Services” means Services that Quintum labels as such or agrees to provide for a price based on the time and materials required.

“工料服务”

指Quintum标明为工料服务或同意按所需工时和材料价格而提供的服务。

2. PAYMENT

2. 付款

All fees, excluding insurance and shipping charges, shall be paid by Customer. *[N.B.: We have made slight changes to the English version of this sentence such that it is clear that Quintum will only be responsible for paying the insurance and shipping fees and all other fees are payable by the Customer.]* Fees for Maintenance Services will be invoiced quarterly in advance, and fees for other Services will be invoiced either in advance or, if agreed by Quintum in a statement of work or other writing, upon completion of the said Services or per milestones. Quintum will have completed performance of its obligations hereunder once Services have been rendered, without

the additional requirement of any formal or express acceptance by Customer. Customer shall pay all fees in advance or, subject to Quintum credit approval, within thirty (30) days of the invoice date. Any late payments shall bear interest in the amount of one and one half percent (1.5%) per month or, if less, the maximum rate allowable by law, and Quintum may suspend Services until payments are current.

除保险和运输费用之外的所有费用应由客户支付。维修服务的费用会按季度提前开具发票，其他服务的费用将提前开具发票或，若Quintum在工作说明书或其他书面文件中同意，在完成该服务之时或依据进度开具发票。一旦服务已履行，Quintum即已完成其在本协议项下的义务，而无需客户对此作出任何正式或明示的接受。客户应提前支付所有费用，或在Quintum

授信审批后，在发票日期后三十（30）日内支付。任何逾期付款应按每月百分之一点五（1.5%）的利息进行支付，或法律许可的其他最高利息进行支付（如果不能适用1.5%的利息比例），且Quintum在付款前可暂停服务。

3. SERVICES TERMS

3. 服务条款

3.1 Fixed-Price Services. Quintum will provide Fixed-Price Services either (i) pursuant to a Service Program for Fixed-Price Services, such as for standard installations or training, or (ii) pursuant to a statement of work specifying deliverables or defined objectives.

3.1

固定价格服务。 Quintum将(i)依据固定价格服务的程序，如标准安装或培训，或(ii)

依据指明交付物或明确目标的工作说明书而提供固定价格服务。

3.2 T&M Services. Quintum will provide T&M Services in exchange for hourly or daily fees and expense reimbursements at Quintum's standard rates, which Quintum revises from time to time and which are available on request, or at other rates as may be agreed in writing ("T&M Fees"). If, at Customer's request, Quintum performs T&M Services on weekends or outside Quintum's regular business hours of 8 AM to 5 PM (local time where Services are performed), which Quintum is not obligated to do, separate rates apply. To the extent the parties agree in a statement of work or other document on a specific project description, such as installation of products or implementation of a systems solution, Quintum will use commercially reasonable efforts to pursue the realization thereof. However, Quintum's obligations under any order for T&M Services shall always be the provision of the agreed service activities, and not a certain technical, economic, or other result.

3.2 工料服务。 Quintum将提供工料服务，并按照Quintum不时修改的标准费率（可来函索取），或其他书面同意的费率报销其每小时或每日的费用和支出偿还（“工料费用”）。若，依客户要求，Quintum在周末或Quintum正常营业时间上午8点至下午5点（履行服务的当地时间）之外履行工料服务（对此Quintum没有义务来履行），将适用其他费率。在双方就特定的项目描述，如产品安装或系统方案的执行，以工作说明书或其他书面文件的方式达成一致的范围内，

Quintum会尽其合理的商业努力来实现目标。但是，Quintum任何时候在任何工料服务订单下的义务应为提供其所同意的服务活动，而非特定的技术、经济或其他结果。

3.3 Maintenance Services. Quintum will provide Maintenance Services in accordance with the applicable Service Program. If the Service Program includes the supply of software updates, Quintum shall make available to Customer all updates that Quintum makes generally available under the same Service Program. Quintum reserves the right not to create any updates, or to market new versions of software as a new product for additional consideration. Updates are to be used instead of, not in addition to, the updated software, and their use is governed by all license restrictions governing the updated software. Use of updates may require the acquisition by Customer of new or additional hardware, operating systems, or other software. Additional products ordered or delivered during an existing term of Maintenance Services will be automatically added to the existing coverage, unless the parties agree otherwise, and the applicable fees will be applied pro-rata at Quintum's rates in effect on the date the products are added. Customer shall notify Quintum immediately upon adding or relocating products within Customer's network.

3.3

维修服务。 Quintum将依照适用的服务程序提供维修服务。若服务程序包括提供软件更新，Quintum应向客户提供其在相同服务程序下可获得的所有更新。Quintum保留不创造任何更新，或为额外报酬而将新版本软件作为一项新产品进行营销的权利。软件更新将代替更新软件而被使用，并不能与更新软件一起被使用，其使用受更新软件所有许可限制的管理。对软件更新的使用可能需要客户获得新的或额外的硬件，操作系统，或其他软件。在维修服务现存有效期间所订购或交付的额外产品将被自动添加到现存范围，除非双方另有约定，且适用的费用将按照添加产品之日Quintum的有效费率按比例收取。客户在客户网络内添加或重置产品时应立即通知Quintum。

3.4 Modification of Service Programs. Upon sixty (60) days' written notice, Quintum may modify a Service Program, including reducing the level of service or excluding on-site maintenance. In such event, an equitable adjustment will be made by mutual agreement in the fees charged for the Services. If the parties cannot agree on the fee adjustment, Quintum may, at its sole discretion, (i) perform under the previous conditions or (ii) grant Customer a one-time thirty (30) day right to terminate the respective Services, after which, if Customer has not exercised this termination right, the new terms proposed by Quintum shall become effective and Quintum shall refund any overpaid fees.

3.4

服务程序的修改。 经六十(60)天的书面通知，Quintum可修改服务程序，包括降低服务水平或排除现场维修。在该等情况下，应以双方同意的方式对服务所收取的费用作出公平调整。或双方未能就费用调整达成协议，Quintum可自行决定，(i) 以先前条件履行或 (ii) 授予客户一次性三十(30)天终止各项服务的权利，其后，若客户未有行使该项终止权利，则Quintum所提出的新条款将会生效且Quintum应退还任何多缴的费用。

3.5 Customer Cooperation. Customer shall cooperate with Quintum as specified in the Service Programs, a statement of work, or as reasonably requested by Quintum. If Customer fails to meet any of its obligations under this Agreement, Quintum may delay or suspend its performance and charge Customer for any resulting expenses including storage costs and other out-of-pocket expenses, and, after thirty (30) days following Quintum's request of Customer's cooperation, cancel

some or all Services and invoice Customer immediately for all related fees, in addition to any other rights or remedies available at law.

3.5

客户合作。客户应依照服务程序、工作说明书或Quintum的合理要求与Quintum进行合作。若客户未能满足其在本协议项下的任何义务，除法律适用的其他权利或补救措施之外，Quintum可延迟或暂停履行其义务并向客户收取任何因此所导致的费用，包括仓储成本及其他实付费用，且，在Quintum要求客户合作之后的三十（30）天内，取消部分或所有服务并就所有相关费用立即向客户发出发票。

3.6 Conditions. Quintum shall provide Services subject to the condition that the maintained equipment and its network environment are not (i) installed, altered or repaired by someone other than Quintum or its authorized representative; (ii) improperly used, handled, or stored, or located in an unsafe place; (iii) used with incompatible equipment; or (iv) damaged by fire, explosion, power failure or other act or cause not attributable to Quintum or its authorized representative.

3.6

条件。Quintum应在下列条件下提供服务：。维修的设备及其网络环境(i)

未被Quintum或其授权代表之外的人员安装、改装或修理过；(ii)

未被不正确使用、处理或存储、或置于不安全位置；(iii)

用于不兼容设备；或 (iv)

因火灾、爆炸、停电或其他非归因于Quintum或其授权代表的行为或原因而损坏。

3.7 License Rights. Upon completion of the relevant Services and subject to full payment, Quintum grants Customer a non-exclusive, non-sublicensable, non-transferable, worldwide, perpetual (unless terminated in accordance herewith), limited license to use the deliverables or other work product of Services for Customer's internal business purposes if and to the extent that (i) Quintum makes such deliverables intentionally available to Customer as part of the Services; (ii) the respective items are not covered by any other agreement between the parties (otherwise such other agreement, e.g., the Quintum Terms and Conditions of Sale for Products, shall govern); and (iii) Customer complies with all other provisions of this Agreement.

3.7

许可权利。在完成有关服务且收到全额付款之时，如果且在下列范围内(i)

Quintum

有意地将该交付物作为服务的一部分提供给客户；(ii)各个物品未被涵盖在双方之间任何其他协议中（否则该等其他协议，如Quintum产品销售条款与条件，应适用）；且(iii)

客户遵守本协议的所有其他条款，则Quintum授予客户使用服务的交付物或其他工作产品的一项非排他性、不得再许可、不得转让、世界范围内的、永久的（除非根据本协议终止）、有限的许可，此许可仅限于以客户内部商业目的而使用。

4. LIMITED WARRANTY

4. 有限保修

4.1 Warranty Standard. Subject to all limitations contained herein, Quintum warrants that (i) Maintenance Services will be carried out in a professional and workmanlike manner by qualified Personnel, (ii) the

results of an installation by Quintum will substantially conform to the specifications contained in the documentation for the products, and (iii) at time of completion, any deliverables substantially conform to the specifications in the applicable statement of work. The warranty period for Service deliverables is thirty (30) days beginning upon completion.

4.1 保修标准。受本协议所有限制的约束，Quintum保证 (i) 维修服务会由合格人员以专业及熟练的方式完成，(ii)

Quintum的安装结果在实质方面符合产品文件中的规格，且(iii)

在完成交付物之时，任何交付物在实质方面符合适用的工作说明书中的规格。服务交付物的保修期为完成交付物后三十（30）天内。

4.2 Warranty Remedies. If Maintenance Services or T&M Services materially fail to comply with the warranty standard set forth above, Customer may terminate such Services in accordance with the termination provisions set forth below, with effect for the future; provided that such termination shall not affect any other obligations of Customer under these terms. If the results or deliverables of Fixed-Price Services fail to comply with the above warranty standard, Quintum shall, at its sole discretion, (i) reperform the affected installation services or repair or replace the non-conforming deliverables, or (ii) refund to Customer the applicable fees (e.g., a milestone installment) against return of the non-conforming deliverables and any other work product.

4.2

保修救济。如果维修服务或工料服务未能实质上符合上述保修标准，则客户可依据下列终止条款终止该项服务，终止将在未来生效；前提是该等终止不应影响客户在本协议的条款下的任何其他义务。若固定价格服务的结果或交付物未能符合上述保修标准，则Quintum应自行决定，(i)

重新执行受影响的安装服务或修理或替换不合格交付物，或 (ii) 退还该客户因返还不合格交付物及其他工作产品的适当费用（如：里程安装）。

4.3 No Other Warranties. QUINTUM DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

4.3

无其它保证。QUINTUM拒绝所有其他保证，无论明示、暗示或法定，包括有关适销性和对某一具体目的适合性、或有关非侵权或因在交易过程中，或因使用或贸易惯例而出现的保证。

4.4 Sole Remedies. THE FOREGOING REMEDIES ARE QUINTUM'S SOLE AND EXCLUSIVE WARRANTY OBLIGATIONS.

4.4 唯一救济。上述救济是QUINTUM的唯一和排他的保修义务。

5. INDEMNITY

5. 赔偿

5.1 Indemnification. Quintum will defend and indemnify Customer from and against all infringement claims brought against Customer to the extent that any deliverable of Services hereunder infringes a third party's trade secret, PRC copyright or PRC patent, on the condition that Customer notifies Quintum in writing within ten (10) days of such claim, gives Quintum sole authority and control of the defense or

settlement of such claim, and provides all reasonable information and assistance requested by Quintum to handle the defense or settlement.

5.1

赔偿。如果本协议项下的服务交付物侵犯了第三方的商业秘密、中国版权或中国专利权，Quintum将就任何针对客户提起的侵权索赔为客户抗辩并赔偿客户，条件是客户在该索赔后十（10）日内以书面形式通知Quintum，并授予Quintum唯一权力，以控制抗辩或索赔的和解，并提供Quintum要求的处理抗辩或和解的所有合理信息和协助。

5.2 Remediation. If any Services deliverable is held to infringe any third party's trade secret, PRC copyright or PRC patent and its use is enjoined, or Quintum reasonably believes such use may become enjoined, Quintum may, at Quintum's own expense and sole discretion, (i) procure for Customer the right to continue its use; (ii) replace or modify it so that it becomes non-infringing; or (iii) refund a pro-rated portion of the fees paid for it, based on a linear depreciation over a five (5) year useful life, in which case Customer shall cease all use thereof and return it to Quintum.

5.2

纠正。

如果任何服务交付物被判决侵犯了第三方的商业秘密、中国版权或中国专利权，且其使用被禁止，或Quintum合理地认为该使用可能被禁止，Quintum可在自负费用情况下自行决定 (i) 为客户取得该继续使用的权利；(ii) 替换或修改服务交付物使之不再侵权；或(iii) 基于五(5)年使用寿命的直线折旧，按比例返还已向其支付的费用，在该情况下，客户应停止服务交付物的使用并将服务交付物返还给Quintum。

5.3 Indemnity Exclusions. Quintum shall have no indemnity obligation for any infringement claim attributable to (i) deliverables or modifications thereto made in accordance with Customer's instructions or made by someone other than Quintum unless directed or approved by Quintum; or (ii) deliverables use with other hardware or software except as may be specifically identified in a statement of work.

5.3

赔偿例外情况。

因以下原因引起的侵权索赔，Quintum不承担任何赔偿义务 (i) 根据客户的指示而提供的交付物或对交付物作出的修改，或Quintum之外的人员提供的交付物或进行的修改，除非得到Quintum的指示或同意；(ii) 交付物和未在工作说明书中确认的其他硬件或软件一起使用。

5.4 Exclusive Remedy for Infringement. THIS SECTION 5 STATES Quintum's ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHT.

5.4

侵权的唯一救济。

第5条规定了对第三方所有权造成侵权的情况下QUINTUM的全部责任和客户的唯一救济。

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR COST OF COVER. EXCEPT FOR CLAIMS OF PERSONAL INJURY OR DEATH, ALL

LIABILITY OF QUINTUM UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE GREATER OF (i) THE FEES PAID TO QUINTUM UNDER THE ORDER CLOSEST RELATED TO THE DAMAGES OR (ii) THE FEES PAID TO QUINTUM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CAUSATION OF THE DAMAGES.

6. 责任限制

在任何情况下，双方对偶然、特殊、法定、间接、相应而生、或惩罚性赔偿，或任何利润、收入、数据或费用损失，没有任何责任。除个人伤亡的索赔外，QUINTUM在本协议下的所有责任或其它责任仅限于 (i)

在与损失最紧密相关的定单下向QUINTUM支付的费用或 (ii) 损失原因出现之前12个月内向QUINTUM支付的费用，以两者中较多者为准。

7. GENERAL TERMS

7. 一般条款

7.1 Choice of Law. The validity, interpretation and performance of this Agreement shall be governed by and construed under the laws of the PRC.

7.1 管辖法律。本协议应由中华人民共和国法律管辖和解释。

7.2 Compliance with Laws. Both parties shall comply with all applicable laws, including the export control laws of the PRC and United States, and shall not export or re-export any products without the appropriate United States and PRC government licenses. Customer shall defend, indemnify, and hold Quintum and its suppliers harmless from any claims arising out of Customer's violation of export control laws.

7.2

遵守法律。

双方应遵守所有适用法律，包括中国及美国出口管理法，没有适当美国和中国政府许可不得出口或再出口任何产品。客户应就其违反出口管理法律引发的任何诉讼赔偿Quintum和其供应商，并为其抗辩、使其不受诉讼的损害。

7.3 Entire Agreement. This Agreement, Quintum's written quotation or order acknowledgement, and Customer's Purchase Order (excluding any additional or conflicting terms) constitute the entire agreement of the parties and supersede all prior or contemporaneous agreements, oral or written, between the parties relating to the subject matter hereof. This Agreement may be modified only in a writing signed by the parties.

7.3

完整协议。

本协议、Quintum的书面报价或订单确认以及客户的购买订单（不包括任何增加或冲突的条款）构成双方之间的完整协议，并取代双方所有之前或当时有关本协议主题的协议，无论口头还是书面，且其修订只有在双方书面签署后方能生效。

7.4 Severability. If any terms herein are held invalid by a court of competent jurisdiction, such terms shall, to the extent invalid, be null and void and deleted from this Agreement. All remaining terms shall remain in full force and effect.

7.4 可分性。

如果本协议任何条款被拥有适格管辖权的法院认定为无效，该等条款应作无效并从本协议中删除。所有其余条款应依然有效。

7.5 Assignment. Customer may not assign this Agreement or any rights thereunder, by operation of law or otherwise, without the prior written consent of Quintum.

7.5 转让。 未经 Quintum 事先书面同意，客户不得依据法律或其他方式转让本协议或本协议项下任何权利。

7.6 Confidential Information. Customer shall hold confidential and not use or permit others to use any information (i) identified in writing or orally by Quintum as confidential or (ii) that Customer knows or has reason to know is confidential information of Quintum.

7.6 保密信息。 客户应保密并不得使用或许可他人使用任何 (i) Quintum 书面或口头确认为机密的信息，或 (ii) 客户了解或有理由了解是 Quintum 保密信息的信息。

7.7 No Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of such rights or of any other rights under this Agreement.

7.7 无弃权。 一方对本协议下的权利的放弃不得视为该权利在之后时间的放弃或对本协议下任何其它权利的放弃。

7.8 Insolvency. If either party (i) makes an assignment for the benefit of creditors; (ii) becomes insolvent; (iii) suspends business; or (iv) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed within thirty (30) days, then the other party may immediately cancel any outstanding part of any order without penalty.

7.8 破产。 如果任何一方 (i) 为着债权人的利益进行转让；(ii) 破产；(iii) 业务终止；或 (iv) 提交自愿破产请求或被提交被动破产请求，而该等请求在三十 (30) 日内没有驳回或撤回，则另一方可立即取消任何订单的未执行部分，而不用付违约金。

7.9 Force Majeure. Quintum shall not be liable for any delay or failure in performance due to strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of Quintum.

7.9 不可抗力。 因罢工、火灾、洪水、政府行为或命令或限制、供应商无法供应，或任何其它 Quintum 无法合理控制的原因，而使 Quintum 履约延迟或未能履约，Quintum 将不用负任何责任。

7.10 Notices. Any notices hereunder shall be invalid unless in writing and sent by fax, certified mail, or courier with delivery confirmation, effective upon receipt, to Quintum, Attn: Legal Dept., Room 409 No.9 Alley 300, East Nan Dan Road, Xuhui District, Shanghai, PRC.

7.10 通知。 所有的通知必须是书面并通过传真、挂号信或有交付确认的快递公司递送到 Quintum，并在接收后方为有效，Quintum 收信人：法律部，上海市徐汇区南丹东路300弄9号409室。

8. TERM AND TERMINATION

8. 有效期及终止

8.1 Term. The term of any Fixed-Price Services project will continue until (i) completion of the project or (ii) termination in accordance with this Section 8. For Maintenance Services, Customer agrees to provide Quintum with an authorized Purchase Order prior to the start of each new billing cycle, and failure to do so may result in suspension of Services.

8.1 有效期。 固定价格服务项目的有效期将持续直到 (i) 完成该项目之时或 (ii) 依据本第8款而终止。就维修服务而言，客户同意在每一新的计费周期开始之前向 Quintum 提供经认可的购买定单，未能如此履行可能会导致服务中止。

8.2 Termination for Cause. Either party may terminate a statement of work by written notice, effective immediately, if the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice from the non-breaching party detailing the alleged breach. These termination rights are in addition to any other rights and remedies that a party may have. If Quintum terminates Services because of Customer's material breach, Customer shall return to Quintum all work product, materials, and other tangibles and intangibles received in connection with T&M Services, without retaining any copies thereof.

8.2 因故终止。 任何一方均可通过书面通知的形式终止工作说明书，而该终止立即生效，若另一方在收到守约方详细说明所称违约的书面通知三十 (30) 日之后仍未能补救本协议下的任何实质性违约，该等终止权利是一方除可能拥有的任何其他权利和补救措施之外的权利。若 Quintum 因客户的实质违约而终止服务，客户应向 Quintum 返还其收到的所有与工料服务相关的工作产品、材料及其他有形和无形的物品，并不得保留任何副本。

8.3 Termination of Maintenance Services for Convenience. With ninety (90) days' written notice, either party may terminate Maintenance Services or exclude individual Products from the scope of Maintenance Services. If Customer has prepaid any fees for a time period beyond the notice period, Quintum will refund such overpaid fees.

8.3 维修服务的任意终止。 通过九十(90)天的书面通知，各方均可终止维修服务或从维修服务的范围内去除个别产品。如客户对某期间已预付费用而该期间长于通知期限，则 Quintum 将返还该等多付的费用。

8.4 Termination of T&M or Fixed-Price Services for Convenience. Customer may terminate T&M or Fixed-Price Services for convenience at any time by giving Quintum sixty (60) days prior written notice, provided that Customer shall pay to Quintum (i) in the case of Fixed-Price Services, all fees specified in the statement of work less out-of-pocket expenses saved by Quintum as a result of the early termination, or one hundred twenty percent (120%) of Quintum's fully loaded costs of performing the Services before termination, whichever is greater, or (ii) in the case of T&M Services, an amount equaling either the ramp-down or cancellation fees or, where no such fees are specified, the estimated total T&M Fees and costs less out-of-pocket expenses saved by Quintum as a result of the early termination. In addition, Customer shall return to Quintum all deliverables and other tangibles and intangibles received in connection with the terminated Services, and not retain any copies thereof.

8.4

工料或固定价格服务的任意终止。客户可在任何时间通过提前发出六十(60)天书面通知的方式而终止工料或固定价格服务，前提是客户应向Quintum支付(i)

在固定价格服务的情况下，所有在工作说明书中列明的费用减去Quintum由于客户提前终止而节省的实付支出，或Quintum在终止之前所履行服务的全部成本的百分之一百二十 (120%) ，以两者中较多者为准，或(ii)

在工料服务的情况下，与资源下降或减少的费用或取消的费用相等的金额或，在该等费用未明确的情况下，预估的工料费用及成本总额减去Quintum由于客户提前终止而节省的实付支出。另外，

客户应向Quintum返还其收到的所有与工料服务相关的工作产品、材料及其他有形和无形的物品，并不得保留任何副本。

8.5 Survival. Section 3.7 and Sections 4 through 7 of this Agreement shall survive any termination of this Agreement or an individual statement of work, provided that unless Customer makes complete payments, Section 3.7 (License Rights) shall not survive termination.

8.5持续义务。本协议项下第3.7款并第4款至第7款在本协议或单个工作说明书终止之后继续有效，前提是除非客户已足额付款，否则第3.7款（许可权利）在本协议或单个工作说明书终止之后不再有效。