

Tennant China Autonomy Services End User License Agreement

坦能中国自主服务终端用户许可协议

This Tennant China Autonomy Services End User License Agreement (this "**Agreement**") is a binding agreement between you (as defined below) and Tennant (as defined below). The Autonomy Services (as defined below) to which you have subscribed (or may subscribe for in the future) may be identified in a document labeled as an "order", "quote", "agreement" or similar term under which you purchase, rent or lease a Robotic Floor Cleaner (as defined below) from us or a distributor or reseller of ours (as it may be amended or modified, "**Order Document**"). "**Autonomy Services**" means, collectively, (i) the Software (as defined below) and (ii) the autonomous navigation and other features of the Software that enable a Robotic Floor Cleaner to clean along routes that you pre-configure, it being agreed that you are responsible for the design of all pre-configured routes.

本《坦能中国自主服务终端用户许可协议》（以下简称“**本协议**”）是您（定义见下文）与坦能（定义见下文）之间具有约束力的协议。您已订阅或可能在未来订阅的自主服务（定义见下文）可能在您从我们或我们的经销商或分销商处购买、租赁或租用机器人地板清洁器（定义见下文）的标有“订单”、“报价”、“协议”或其他类似术语的文件中被识别（且其可被修订或修改，“**订单文件**”）。“**自主服务**”系指以下两项的总称：（i）软件（定义见下文）和（ii）使机器人地板清洁器能够按照您预先配置的路线进行清洁的自主导航和其他软件功能，双方同意您负责所有预先配置路线的设计。

This Agreement governs (i) the use of all software ("**Software**") contained on any robotic scrubber manufactured and sold by Tennant or any of its Affiliates or by a distributor or reseller of Tennant or any of its Affiliates (each, a "**Robotic Floor Cleaner**"), (ii) your subscription to such Autonomy Services and, if applicable, the related website(s) available to certain subscribers (the "**Website**") (the Website, when applicable, being part of the Autonomy Services), and (iii) the use of data that may be input, uploaded, forwarded, transferred or otherwise made available to Tennant or any of its Affiliates or subcontractors or licensors by you or persons acting on your behalf in relation to, or which is collected or transmitted from, a Robotic Floor Cleaner ("**Service Data**").

本协议适用于以下：（i）坦能或其任何关联方或各自的经销商或分销商生产和销售的任何机器人洗地机（每一台各称为“**机器人地板清洁器**”）中包含的所有软件（“**软件**”）的使用；（ii）您对该等自主服务的订阅，以及如适用，向某些订阅者提供的相关网站（“**网站**”）（网站在适用时属于自主服务的一部分）；以及（iii）数据的使用，该等数据可能是经由您或代表您行事的人士通过输入、上传、转发、转移或以其他方式提供给坦能或其任何关联方、分包商或许可方的，且是与机器人地板清洁器有关的或是从机器人地板清洁器处收集或传输的（“**服务数据**”）。

"**Tennant**", "**we**", "**us**" or "**our**" means Hefei Gaomei Cleaning Equipment Co., Ltd., Tennant Cleaning Systems and Equipment (Shanghai) Co. Ltd. or any Affiliate (as defined below) of such entities that is organized under the laws of the People's Republic of China and that executes or otherwise agrees to or accepts the Order Document or that sold the applicable Robotic Floor Cleaner(s) to a Tennant distributor or reseller, which then sold, rented or leased such Robotic Floor Cleaner(s) to you. "**You**" or "**your**" means collectively the other entity or entities executing or

agreeing to or accepting the Order Document or otherwise purchasing, renting or leasing the applicable Robotic Floor Cleaner(s). “Affiliate” means any entity that, directly or indirectly, controls, is controlled by, or is under common control with, another entity.

“坦能”、“我们”或“我们的”系指合肥高美清洁设备有限责任公司、坦能清洁系统设备（上海）有限公司、或在中华人民共和国法律下设立的前述实体的履行、同意或接受订单文件或向坦能经销商或分销商出售适用的机器人地板清洁器的任何关联方（定义见下文），而此等经销商或分销商随后又将该等机器人地板清洁器出售、出租或租赁给您。

“您”或“您的”系指履行、同意或接受订单文件，或者购买、租赁或租用适用的机器人地板清洁器的实体或多个实体的统称。“关联方”系指直接或间接控制另一实体、被另一实体控制或与另一实体处于共同控制下的任何实体。

BY YOU (A) CLICKING THE "ACCEPT" BUTTON, (B) EXECUTING AN ORDER DOCUMENT, (C) ACCESSING OR USING THE AUTONOMY SERVICES, OR (D) SIGNING IN THE SPACE PROVIDED BELOW, YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU: (I) ARE LEGALLY BOUND BY ITS TERMS, ON BEHALF OF YOURSELF AND, IF APPLICABLE, ANY CORPORATION, GOVERNMENTAL ORGANIZATION OR LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACTING, WITH RESPECT TO ANY TIME YOU HAVE ACCESS TO OR RECEIVE ANY AUTONOMY SERVICES, (II) REPRESENT AND WARRANT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN THE JURISDICTION IN WHICH YOU RESIDE TO ACCESS OR USE THE AUTONOMY SERVICES, AND (III) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACTING. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE AUTONOMY SERVICES. YOU CONFIRM BY ACCEPTING THE TERMS OF THIS AGREEMENT AND/OR ACTIVATING AND/OR USING THE AUTONOMY SERVICES THAT YOU ENTER INTO THIS AGREEMENT IN THE COURSE OF A BUSINESS AND NOT AS A CONSUMER.

通过您（A）点击“接受”按钮、（B）履行订单文件、（C）访问或使用自主服务或（D）在下文空白处签署，则您视为接受本协议，并同意以下内容：（I）您，代表您本人以及（如适用）您所代表的任何公司、政府组织或法律实体，在您访问或接受任何自主服务的任何时间，受本协议条款的法律约束，（II）陈述并保证您在所居住的司法管辖区内达到足够的法定年龄以访问或使用自主服务，以及（III）陈述并保证您有权利、有能力和有权限代表您所代表的公司、政府组织或其他法律实体订立本协议。如果您不同意本协议，请不要访问或使用自主服务。通过接受本协议的条款及/或激活及/或使用自主服务，您确认您是在商业活动中作为商事主体而非作为消费者订立本协议。

1. Asset Management and Location Information. To provide certain features of the Autonomy Services, where available, we and our licensors will collect, use, process, transmit, and maintain Service Data, including certain diagnostic, use, operational and geographic location data relating to your Robotic Floor Cleaner, together with information from your customer account, including information relating to model numbers, serial numbers, account identifiers, service and maintenance history, and any Personal Data (as defined below) that may be necessary or useful to provide the Autonomy Services, to fulfill the purposes of our various commercial agreements with you, or to improve our products or services. The type and

amount of Service Data collected will vary by connected equipment type and may change at any time without notice. You hereby agree to our collection, use, storage, processing, transmission, and maintenance of such Service Data and the other rights with respect to Service Data granted to us in this Agreement.

资产管理与位置信息。为了向您提供自主服务的某些功能（在适用情况下），我们和我们的许可方将收集、使用、处理、传输和维护服务数据，包括与您的机器人地板清洁器相关的某些诊断、使用、操作和地理定位数据，以及来自您的客户账户的信息，包括与型号、序列号、账户标识符、服务和维护历史以及任何个人数据（定义见下文）有关的信息，该等信息可能对于提供自主服务、履行我们与您之间的各种商业协议或改进我们的产品或服务是必要的或有用的。所收集的服务数据的类型和数量将根据连接的设备类型而异，并且可能随时更改而无需通知。您特此同意我们收集、使用、存储、处理、传输和维护该等服务数据以及在本协议中授予我们与服务数据相关的其他权利。

2. Changing the Autonomy Services. We reserve the right to modify or terminate the Autonomy Services and/or your access to the Autonomy Services (or any part thereof), either temporarily or permanently, in our sole discretion. We or our subcontractors or licensors may post on the Website and/or send an email to the primary address(es) associated with your customer account to provide notice of any material changes to the Autonomy Services. It is your responsibility to check for any such notices. You agree that we will not be liable to you or any third party for any modification or cessation of the Autonomy Services, except solely to provide a prorated refund for the unused portion of any prepaid Autonomy Services.

变更自主服务。我们保留根据我们的自行决定暂时或永久修改或终止自主服务及/或您对自主服务（或其任何部分）进行访问的权利。我们或我们的分包商或许可方可能会在网站上发布通知和/或通过发送电子邮件到与您的客户账户相关联的主要地址来通知您有关自主服务的任何重大变更。您有责任查看任何此类通知。您同意，除了仅为提供任何预付自主服务未使用部分的按比例退款之外，我们无需对自主服务的任何修改或终止而向您或任何第三方承担任何责任。

3. Availability of the Autonomy Services. The Autonomy Services, or any feature or part thereof, may not be available in all languages or in all parts of all countries and we make no representation that the Autonomy Services, or any feature or part thereof, is appropriate or available for use in any particular location. In addition, the Autonomy Services require use of communication methods like the internet, wireless communications, or other similar systems. You consent to such communications and waive any claims you may have against us or our Affiliates related to such communication methods. We are not responsible for the availability, safety, efficacy, or quality of such communication methods. Any location data provided by the Autonomy Services is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed, or incomplete location data may lead to death, personal injury, property, or environmental damage. We will use commercially reasonable efforts in providing the Autonomy Services, but neither we nor any of our subcontractors or licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data.

自主服务的可用性。自主服务或其任何功能或部分可能不会以所有语言提供，也可能不会在所有国家的所有地区提供；且我们没有对自主服务或其任何功能或部分在任何特定位置的适用性或可用性作出任何陈述。此外，自主服务需要使用诸如互联网、无线通信或其他类似系统进行通信。您同意此类通信，且您放弃因此类通信方式而可能对我们或我们的关联方提出的任何主张。我们不在此类通信方式的可用性、安全性、功效和质量负责。您不应在如下情况依赖于自主服务提供的任何位置数据：需要精确位置信息的情况，或错误、不准确、延迟或不完整的位置数据将可能导致死亡、人身伤害、财产损害或环境破坏的情况。在提供自主服务时，我们将尽商业合理努力，但是我们和我们的分包商或许可方均不保证位置数据和任何其他数据的可用性、准确性、完整性、可靠性和及时性。

4. Use of the Autonomy Services. Subject to your compliance with the terms of this Agreement, we hereby grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferrable end user license during the term of your paid subscription to Autonomy Services to use the Autonomy Services for your internal business purposes only and in accordance with this Agreement.

自主服务的使用。在您遵守本协议条款的前提下，我们特此授予您在自主服务的付费订阅期内有限的、非独家的、可撤销的、不可转许可的、不可转让的终端用户许可，以便您仅为内部商业目的而根据本协议使用自主服务。

5. Restrictions on Use of the Autonomy Services.

自主服务的使用限制。

- a. You will not use the Autonomy Services for any purposes beyond the scope of the access granted in this Agreement. You will not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Autonomy Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Autonomy Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Autonomy Services, in whole or in part; (iv) remove any proprietary notices from the Autonomy Services; (v) use the Autonomy Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) use the Autonomy Services in association with any hazardous environment; or (vii) use the Autonomy Services for any competitive purposes that is to our disadvantage . You are responsible for your compliance and you will comply with all applicable laws in connection with your use of the Autonomy Services.

您不得将自主服务用于超出本协议授权范围的任何目的。您不得在任何时候直接或间接地：（i）复制、修改或创建自主服务全部或部分的衍生作品；（ii）出租、租赁、出借、销售、许可、分许可、转让、分销、出版、转移或以其他方式提供自主服务；（iii）逆向工程、拆解、反编译、解码、改编或以其他方式试图获取或访问自主服务全部或部分的任何软件组件；（iv）从自主服务中删除任何专有权声明；（v）以任何方式或为任何目的使用自

主服务，从而侵害、不当使用或以其他方式侵犯任何知识产权或任何人士的其他权利或违反任何适用的法律；（vi）将自主服务与任何危险环境结合使用；或（vii）以任何不利于我们的竞争目的使用自主服务。在使用自主服务时，您对适用法律的遵守承担责任，且您应遵守所有适用的法律。

- b. You are responsible for the operation and use of the Autonomy Services by you and your employees, agents, contractors, and any transferee or other entity that you permit to use the Robotic Floor Cleaner (“**Permittees**”).
您对您和您的雇员、代理人、承包商以及您允许使用机器人地板清洁器的任何受让方或其他实体（“**被许可方**”）对自主服务的操作和使用负责。
- c. You and Permittees shall only use the Robotic Floor Cleaner and Autonomy Services in Acceptable Environments. “**Acceptable Environments**” are indoor industrial/commercial environments typically cleaned by manual floor cleaners of comparable build and design to the Robotic Floor Cleaner, where the approved cleaning area shall not include ramps or inclines. Acceptable Environments do not include environments requiring failsafe performance, including any application in which the failure of the Robotic Floor Cleaner and/or Autonomy Services could be reasonably likely to lead directly to death, personal injury, or severe physical or property damage after employing reasonable measures to secure the location in advance of the use of the Robotic Floor Cleaner. You and your Permittees will only use the Robotic Floor Cleaner in accordance with our operator and user manuals, safety sheets and instructions (collectively, “**Instructions**”) and only when the Robotic Floor Cleaner is in good operating condition. You will maintain the Robotic Floor Cleaner in good operating condition in accordance with the Instructions.

您和被许可方仅应在可接受环境中使用机器人地板清洁器和自主服务。

“**可接受环境**”系指通常由与机器人地板清洁器具有类似结构和设计的手动地板清洁器清洁的室内工业/商业环境，批准的清洁区域不应包括坡道或斜面。可接受环境不包括需要故障安全性能的环境，包括在使用机器人地板清洁器前采取合理措施确保场所安全的情况下，机器人地板清洁器和/或自主服务的故障将仍然有合理可能直接导致死亡、人身伤害或严重身体或财产损害的场景。您和您的被许可方应仅按照我们的操作员和用户手册、安全数据表和说明（统称为“**说明**”）使用机器人地板清洁器，并仅应在机器人地板清洁器处于良好运行状态时使用。您将按照说明维护机器人地板清洁器处于良好运行状态。

- 6. **Software Updates.** The Software is licensed, not sold to you, and may need to be updated or modified from time to time in our sole discretion. You agree that we may remotely update or modify the Software on your Robotic Floor Cleaner without any further notice or consent. If you do not want such updates, your remedy is to stop using the Autonomy Services. These Software updates or modifications may affect or erase data that you have stored in your Robotic Floor Cleaner. We are not responsible for any affected or erased data due to a Software update or modification. We have no obligation to develop any updates at all for particular issues with the Autonomy Services.

软件更新。软件是许可给您使用，而不是出售给您，且我们有权根据自行决定不时地对软件进行更新或修改。您同意我们有权在不事先通知或征得您同意的情况下，通过远程方式对您的机器人地板清洁器上的软件进行更新或修改。如果您不想接受此类更新，解决办法是停止使用自主服务。该等软件更新或修改可能会影响或删除您在机器人地板清洁器上存储的数据。我们不对任何由于软件更新或修改而导致的数据影响或删除负责。我们没有义务针对自主服务的特定问题开发任何更新。

7. Third Party Products and Open Source. If you access or use any third-party products or services in connection with the Autonomy Services, the terms governing or associated with those third-party products or services will apply with respect to such products and services, and we will not have any obligations or liabilities to the extent related to your access to or use of such third party products or services. We do not control or endorse third-party products or services and we are not responsible for any third-party products or services including their reliability, safety, or accuracy. The Autonomy Services may be provided together with, or otherwise contain, certain open source software components (“**Open Source Components**”) under their respective open source license agreements. You acknowledge and agree to the terms and conditions in any applicable license agreement for the Open Source Components and you agree to comply with all such terms and conditions.

第三方产品和开源。如果您在使用自主服务时访问或使用了任何第三方产品或服务，则与此类第三方产品或服务适用或相关的条款将适用于这些产品和服务，我们不对您访问或使用此类第三方产品或服务承担任何义务或责任。我们不控制第三方产品或服务，没有为第三方产品或服务背书，也不对任何第三方产品或服务及其可靠性、安全性或准确性负责。自主服务可能与某些开源软件组件（“**开源组件**”）一起提供，或者包含这些组件，这些组件受其各自的开源许可协议约束。您认可并同意适用于开源组件的任何许可协议中的条款和条件，并同意遵守所有此类条款和条件。

8. Privacy. We may collect certain data and information about you and your users of the Autonomy Services, that are recognized under applicable law as “personal data, “personally identifiable information” or similar terms (“**Personal Data**”) in connection with this Agreement. Each party will comply with applicable privacy and data protection laws.

隐私。我们可能会收集与本协议有关的关于您及您的自主服务用户的某些数据和信息，该等数据和信息在适用法律下被定义为“个人数据”、“可识别个人身份的信息”或类似术语（“**个人数据**”）。各方将遵守适用的隐私和数据保护法律。

9. Service Data and Feedback. You retain all ownership or other rights over all Service Data subject to the rights and permissions granted to us herein. You hereby irrevocably grant us all such rights and permissions in or relating to Service Data as are necessary or useful to us, our Affiliates, or subcontractors or licensors to enforce this Agreement, to exercise all rights, and to perform our obligations hereunder. We and our Affiliates have the right to copy, analyze, transfer, modify and otherwise use Service Data to provide, improve or develop our offerings (including new offerings). You have sole responsibility for obtaining all consents and permission (including providing notices to users or third parties) and satisfying all requirements necessary to permit our use of Service Data. Unless agreed in writing, we do not archive Service Data for your future use and may delete it in our discretion. You consent to any transfer of your Service Data outside of its country of origin. You undertake and confirm that the Personal Data contained in Service Data has been obtained with the necessary consent

and authorization from your users for the purposes, methods, and scope of processing of their Personal Data, particularly for cross-border transmission, under any applicable laws and regulations, and that our processing of such Personal Data hereunder will not violate any applicable laws or regulations.

服务数据与反馈。除了在本协议中授予我们的权利和许可外，您保留所有服务数据的所有权或其他权利。您特此不可撤销地授予我们在服务数据中或与之有关的所有必要或有用的权利和许可，以便于或有助于我们、我们的关联方或分包商或许可方执行本协议、行使本协议项下的所有权利、履行我们在本协议项下的义务。我们和我们的关联方有权复制、分析、转移、修改并以其他方式使用服务数据，以提供、改进或开发我们的产品（包括新产品）。您须单独负责获得所有同意和授权（包括向用户或第三方发出通知），并满足所有必要的要求，以使得我们能够使用服务数据。除非我们书面同意，我们不会为您将来的使用而保留服务数据，并可根据我们的自行决定予以删除。您同意将您的服务数据转移到其原所在国以外的国家和地区。您承诺并确认，就服务数据中包含的个人数据，在处理个人数据的目的、方式和范围方面，特别是针对跨境传输，您用户的必要同意和授权均已根据任何适用的法律法规获得，并且我们在本协议项下对此类个人数据的处理不会违反任何适用的法律法规。

10. Submissions. The Website may have functionality allowing you to submit materials through the Website such as forums, chatting, or message boards (“**Submissions**”). We have no control over and are not responsible for any misuse of your Submissions. You hereby irrevocably grant us all such rights and permissions in or relating to your Submissions as are necessary or useful to us, our Affiliates, or subcontractors to enforce this Agreement, to exercise our right, and to perform our obligations hereunder. We and our Affiliates and subcontractors have the right to copy, analyze, transfer, modify and otherwise use your Submissions to provide, improve or develop our offerings (including new offerings). You have sole responsibility for obtaining all consents and permission (including providing notices to users or third parties) and satisfying all requirements necessary to permit our use of your Submissions.

提交内容。网站可能具有允许您通过网站提交材料的功能，例如论坛、聊天或留言板（“**提交内容**”）。我们对您的提交内容的任何不当使用均无控制权，也不就此承担任何责任。您特此不可撤销地授予我们就您的提交内容或与之有关的所有此等必要或有用的权利和许可，以便于或有助于我们、我们的关联方或分包商执行本协议、行使本协议项下的所有权利、履行我们在本协议项下的义务。我们和我们的关联方及分包商有权复制、分析、转移、修改并以其他方式使用您的提交内容，以提供、改进或开发我们的产品（包括新产品）。您须单独负责获得所有同意和授权（包括向用户或第三方发出通知），并满足所有必要的要求，以使得我们能够使用您的提交内容。

11. Intellectual Property. All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“**IP Rights**”), in and to the Autonomy Services, the Website, and all derivative works, modifications and improvements, are retained by Tennant and its subcontractors and licensors and are our confidential information. We own all IP Rights that are: (i) developed or created by us or our Affiliates by processing or analysis of Service Data; or (ii) generated or identified through support, monitoring or other observation of your use of the Autonomy Services. The

operation and performance of the Autonomy Services is our confidential information. If you provide suggestions, comments or feedback regarding the Autonomy Services we own all such information, and you hereby assign to us all right, title and interest in and to the same without restriction. We may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. We reserve all rights in and to the Software not expressly granted to you in this Agreement.

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（i）通过处理或分析服务数据由我们或我们的关联方开发或创建的；或（ii）通过支持、监控或其他观察您使用自主服务而产生或识别的。自主服务的操作和运行属于我们的保密信息。如果您就自主服务提供了建议、评论或反馈，则我们拥有所有此类信息，您特此同意无限制地将其所有权利、所有权和利益转让给我们。我们可在任何目的和任何方式下使用、复制、修改、发布或再分发此类提交的提交及其内容，而无需向您支付任何补偿。我们保留本协议中未明确授予您的软件上或与之相关的所有权利。

12. No Warranties. THE AUTONOMY SERVICES AND WEBSITE ARE PROVIDED “AS IS” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE ARE NOT RESPONSIBLE OR LIABLE FOR YOUR (OR YOUR USERS’) USE OF THE AUTONOMY SERVICES OR THE WEBSITE OR FOR INTERPRETATION OF OR ACCURACY OR COMPLETENESS OF THEIR OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, INCLUDING NON-INFRINGEMENT, MERCHANTABILITY, LOSS OF DATA, LACK OF AVAILABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE AUTONOMY SERVICES WILL MEET YOUR REQUIREMENTS, BE COMPATIBLE WITH YOUR TECHNOLOGY, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE OR FREE OF COMPUTER VIRUSES OR OTHER MALWARE.

无保证。自主服务及网站均以“原样”提供，不作任何明示、暗示或法定的任何类型的陈述或保证。我们不对您（或您的用户）使用自主服务或网站，以及对它们的输出的解释或准确性或完整性负责或承担任何责任。在法律允许的最大范围内，我们明确排除所有条件、保证和陈述，包括不侵权、适销性、数据丢失、不可用性、所有权和特定用途的适用性。我们不保证自主服务将符合您的要求，与您的技术兼容，或无中断地运行，或无错误或无计算机病毒或其他恶意软件。

13. Certain Limitations. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER DOCUMENT OR INSTRUMENT, (i) TENNANT WILL NOT BE LIABLE FOR (a) LOST PROFITS, REVENUES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS; OR (b) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, AND (ii) TENNANT’S CUMULATIVE AND AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE AUTONOMY SERVICES, THE WEBSITE AND SERVICE DATA WILL BE RMB 50,000. THE FOREGOING LIMITATIONS SHALL

APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND REGARDLESS OF WHETHER THE CLAIMS ARISE UNDER CONTRACT LAW, TORT LAW, WARRANTY LAW OR OTHERWISE. TENNANT SHALL NOT BE RESPONSIBLE FOR ANY COSTS FOR REPLACEMENT OR SUBSTITUTE GOODS OR SERVICES.

特定限制。尽管本协议或其他任何文件或文书中有任何其他规定，但 (i) 坦能对于：

(a) 利润损失、收入、商誉、机会或预期的节省；或 (b) 间接、附带、惩戒性、惩罚性、特殊或后果性损害，不承担任何责任，以及 (ii) 坦能因本协议和/或自主服务、网站和服务数据而产生的或与之有关的累计和总计责任额为人民币 50,000 元。上述限制将在法律允许的最大范围内适用，且无论此等索赔是基于合同法律、侵权法律、担保法律或其他法律而发生。坦能不对任何更换或替代商品或服务的任何费用承担责任。

14. Confidentiality. Any information about our business, customers, products, or services disclosed to you is our confidential and/or proprietary information, and except as expressly provided in this Agreement, you may not disclose such information to any third parties or use such information for any purpose other than performance of your obligations under this Agreement.

保密。向您透露的有关我们业务、客户、产品或服务的任何信息都是我们的保密及/或专有信息，除非本协议另有明确规定，否则您不得向任何第三方披露该等信息或将该等信息用于除履行本协议项下您的义务以外的任何目的。

15. Termination. Without prejudice to any other rights, we may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement ~~or~~ fail to timely pay applicable fees ~~or for any other reason~~, in each case without penalty to us. We may terminate this Agreement or suspend your access immediately without notice if we determine that it is reasonably necessary to prevent harm to us, our customers, or our technical infrastructure ~~or if we reasonably believe you have failed to abide by the terms of this Agreement. In the event that we terminate this Agreement, we will not refund any fees paid.~~ You will in all cases be responsible for payment to us of any outstanding balances accrued through the termination date. Sections 6 through 23 and those portions of this Agreement that by their nature should survive, survive termination or expiration of this Agreement.

解除。在无损于任何其他权利的情况下，如果您未能遵守本协议的条款和条件 ~~或未能按时支付适用的费用或出于其他任何原因~~，我们均可解除本协议，而在任何情况下我们均无需承担任何责任。如果我们确定，出于防止对我们、我们的客户或技术基础设施造成损害的合理必要性，~~或者我们合理认为您未能遵守本协议的条款~~，我们均可在无需通知的情况下立即解除本协议或暂停您的访问权限。~~如果系我们解除本协议，则我们将不退还已支付的任何费用。~~在任何情况下，您都应负责向我们支付截至解除日期的所有未付余额。第 6 至 23 条以及本协议中因其性质而应继续有效的条款，将在本协议解除或期满后继续有效。

16. Indemnification. You agree to indemnify, defend, and hold harmless us and our officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys'

fees, arising from or relating to your use or misuse of the Autonomy Services, Website or the Service Data, your negligence or willful misconduct, or your breach of this Agreement.

赔偿。您同意赔偿、辩护并使我们及我们的高级管理人员、董事、雇员、代理人、关联方、继任者和受让人免受因您使用或不当使用自主服务、网站或服务数据、您的疏忽或故意不当行为或违反本协议而产生的或与之有关的任何和所有损失、损害、责任、缺陷、索赔、诉讼、裁决、和解、利息、赔偿、罚款、罚金、成本或费用（无论何种性质），包括合理的律师费。

17. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

可分性。如果本协议中的任何条款因适用法律的原因而无效或无法执行，则该条款的其余部分将进行修改，以尽可能接近原条款的法律效果，而本协议的其他所有条款将继续有效。

18. Governing Law; Disputes. This Agreement shall be interpreted and construed under the PRC laws and regulations. Any dispute or claim arising out of or in connection with this Agreement shall be settled by the parties through negotiation. If no settlement can be reached through negotiation, the dispute or claim shall be referred to and administered by the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) (hereinafter the “**SHIAC**”) in Shanghai and finally resolved pursuant to the SHIAC Arbitration Rules in force at the time of the application for arbitration. The arbitral award shall be final and binding on the parties.

适用法律；争议解决。本协议应依照中国法律和法规进行解释和说明。因本协议产生的或与本协议有关的任何争议或索赔应由双方通过协商解决。若未能通过协商解决，此等争议或索赔应提交上海国际经济贸易仲裁委员会（上海国际仲裁中心）（以下简称“**上国仲**”），根据申请仲裁时有有效的上国仲仲裁规则在上海通过仲裁最终解决。仲裁裁决是终局的，对双方均有约束力。

19. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE AUTONOMY SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED, UNLESS THE APPLICABLE LAWS PROVIDE OTHERWISE.

提起索赔的时效。本协议或自主服务所引起的或与之相关的任何诉求或索赔必须自该等诉求产生后一年内提出，除非适用法律另有规定，否则该等诉求或索赔将永久失效。

20. Entire Agreement. This Agreement and the applicable Order Document(s) (if we are a party thereto) constitute the entire agreement between you and us with respect to the subject matter

hereof and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

完整协议。本协议以及适用的订单文件（如我们为当事人一方）构成您与我们就本协议所述事宜之间的完整协议，并取代就该事宜的所有先前或同时期的，无论口头或书面的，理解和协议。

21. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and the Order Document(s) or any other potentially applicable purchase or other terms, the terms of this Agreement shall govern.

弃权。任何一方未行使或迟延履行本协议项下的任何权利或权力，均不构成对该权利或权力的放弃，任何个别或部分地行使本协议项下的任何权利或权力，均不影响其继续行使该权利或其他权利。如本协议与订单文件或任何其他可能适用的购买或其他条款发生冲突，则本协议的条款应优先适用。

22. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

解释。就本协议而言，（a）“包括”“包含”“涵盖”等词应被视为与“不限于”等词紧随在一起；（b）“或”一词并不具有排他性；以及（c）“在此”“就此”“特此”“于此”“据此”等词系指本协议整体。除非上下文语境另有需要，本协议中所指的：（x）协议、文书或其他文件系指在其规定允许的范围内经不时修订、补充和修改的协议、文书或其他文件；以及（y）成文法系指不时修订的成文法，并包括其任何后继立法及根据其颁布的任何法规。本协议的解释不应考虑任何作出不利于文书起草方或使得任何文书被起草一方的解释或说明的推定或规则。

23. Changes. Tennant reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Autonomy Services. Any modifications or new or additional terms or conditions will be effective upon posting of them on the Website. The updated Agreement will include the posting date that the modifications or new or additional terms or conditions became effective. If you do not agree with them, you must stop using the Autonomy Services and contact Tennant Support. Your continued use of the

Autonomy Services will be deemed acceptance of such modifications and additional terms and conditions.

变更。坦能保留随时修改本协议的权利，并在您使用自主服务时对其施行新的或附加的条款或条件。任何修改或新的或附加的条款或条件将于其在网站上发布时即生效。更新后的协议将包括修改或新的或附加的条款或条件予以生效的发布日期。如果您不同意，必须停止使用自主服务并联系坦能支持。您继续使用自主服务将被视为对该些修改和附加条款和条件的接受。

24. Subcontractors. We may use subcontractors to perform some or all of our obligations under this Agreement.

分包商。我们可能会聘请分包商来履行我们在本协议下的部分或全部义务。

25. Consensus. Before executing this Agreement, the parties have fully negotiated and reached the consensus, and by signing this Agreement, you agree that you have carefully read and understood all the terms and conditions of this Agreement, and voluntarily accept all the contents of this Agreement.

合意。在签署本协议前，各方已充分协商并达成合意。通过签署本协议，您同意您已仔细阅读并理解本协议的全部条款和条件，并自愿接受本协议的全部内容。