

DIGITAL PROGRAM GENERAL TERMS AND CONDITIONS

数字程序通用条款与条件

The Ecolab Digital Program(s) and the software, websites, mobile applications, or other interactive properties through which the Ecolab Digital Program is delivered (collectively, the “Program,” as further defined below) are made available by Ecolab Inc. or one or more of its affiliates (“Ecolab” also referred to using “us,” “we,” and similar terms), subject to these Digital Program General Terms and Conditions (the “Digital T&C”), including Ecolab’s Data Processing Agreement incorporated herein by reference and available at <https://www.ecolab.com/ecolab3dtandc> (the “DPA,” and together with the Digital T&C, these “Terms”). These Terms are entered into by and among you, an individual accessing the Program hereby representing that you are, at all times during your use of and access to the Program, an Authorized User of Customer (each term as defined herein) (“you”), the Customer, and Ecolab (each a “Party” and collectively, the “Parties”). In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

艺康数字程序以及提供艺康数字程序的软件、网站、移动应用程序或其他交互式载体（统称为“程序”，见下文定义）由Ecolab Inc.或其一个或多个关联公司（下称“艺康”“我们”或类似术语）提供，受到本《数字程序通用条款与条件》（下称“《数字T&C》”）的约束，包括在此引用并纳入的艺康《数据处理协议》，详见<https://www.ecolab.com/ecolab3dtandc>（下称“《DPA》”，与《数字T&C》合称“《条款》”）。《条款》由您（作为访问本程序的个体，您在此声明您在使用和访问本程序期间始终是客户的授权用户，各术语见下文定义，下称“您”）、客户和艺康（下称“一方”，统称为“各方”）共同签订。考虑到《条款》载明的相互承诺和约定及其他良好、有价值的对价，各方特此确认收到该等对价并确认其充分性，各方达成如下协议：

All terms and conditions contained in any prior or subsequent oral or written communication between you and/or Customer, on one hand, and Ecolab, on the other hand, including, without limitation, terms and conditions contained in any purchase order which are different from or in addition to the terms set forth in these Terms, are hereby expressly rejected and shall not be binding on Ecolab, and Ecolab hereby objects thereto. Any action by you or the Customer in furtherance of a purchase of Ecolab Products (defined herein) and/or the Program shall constitute acceptance of these Terms. No addition to, or alteration or modification of, these Terms shall be valid unless made in a writing signed by an authorized representative of each Party specifically referring to these Terms.

对于您和/或客户（一方）与艺康（另一方）之前或之后的任何口头或书面沟通中包含的所有条款和条件，包括但不限于任何订购单中包含的不同于《条款》中规定的条款或《条款》之外的条款和条件，艺康均在此明确表示拒绝，且对艺康不具有约束力。您或客户为进一步购买艺康产品（见下文定义）和/或本程序而采取的任何行动均构成对《条款》的接受。除非双方授权代表签署书面文件，明确提及条款，否则对此等《条款》的任何补充、更改或修改均无效。

Notwithstanding the foregoing, these Terms shall not supersede and shall instead supplement any Ecolab agreement providing for Ecolab’s provision of the Program and/or Products previously signed by both Customer and Ecolab and currently in effect (each, an “Ecolab Standard Agreement”). The terms of such Ecolab Standard Agreement expressly covering the Program and/or Products shall control to the extent inconsistent herewith.

尽管有上述规定，但《条款》不应取代，而应补充客户和艺康之前签署且目前有效的任何艺康协议，这些协议规定了艺康提供的程序和/或产品（下称“《艺康标准协议》”）。在与本协议不一致的情况下，应以明确涉及本程序和/或产品的《艺康标准协议》条款为准。

These Terms apply solely to the Program, except to the extent expressly set forth herein. By accessing and/or using the Program, you hereby represent and warrant to Ecolab that you are duly authorized to enter into these Terms on your own behalf and on behalf of Customer, and further that you and the Customer agree to be bound by these Terms. You represent and warrant that you have the right, authority and capacity to accept and agree to these Terms on your behalf and on behalf of the Customer. Ecolab may update these Terms from time to time. Ecolab may make modifications to any Program in its discretion, provided that such modifications, if made during the term of an Ecolab Standard Agreement, do not materially adversely affect the functionality of Program.

除非另有约定，《条款》仅适用于本程序。通过访问和/或使用本程序，您特此向艺康声明并保证，您已获得授权，可以代表您自己和客户签署这些条款，并且您和客户同意接受这些条款的约束。您声明并保证您有权利、授权和能力代表您和客户接受并同意这些条款。艺康可能会随时更新《条款》。艺康可自行决

定对本程序进行修改，前提是在《艺康标准协议》有效期内进行的修改不会对本程序的功能造成重大不利影响。

1. **Select Definitions.** Capitalized terms shall have the definition set forth herein. Cognate terms relating to data privacy which are statutorily defined may be interpreted the same as defined herein. Capitalized terms used herein, without definition, shall have the same meanings as provided in an applicable Ecolab Standard Agreement. Capitalized terms include:

选择定义。以大写字母标示的术语应具有此处所列的定义。法定定义的数据隐私相关的同源术语的解释与此处定义的相同。本协议中使用的未定义的大写术语应与适用的《艺康标准协议》中规定的含义相同。大写术语包括：

- a. “Affiliate” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a Party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“关联方”指拥有或控制、被一方拥有或控制、与一方共同控制或拥有的实体，其中控制被定义为直接或间接拥有指导或导致指导一个实体的管理和政策的权力，无论是通过拥有有表决权的证券、合同或其他方式。

- b. “Applicable Law” means any and all laws, ordinances, rules, directives, administrative circulars, supervisory guidance, and regulations of any kind whatsoever of any governmental authority within the jurisdictions applicable to a Party, which shall include but not be limited to any applicable data privacy and security regulations in the United States and European Economic Area and applicable Export Laws.

“适用法律”是指适用于一方的司法管辖区内任何政府当局的所有法律、法令、规则、指令、行政通告、监督指导和任何种类的法规，包括但不限于美国和欧洲经济区的任何适用数据隐私和安全法规以及适用的出口法律。

- c. “Authorized User” means any individual authorized to use the Program pursuant to these Terms, as an officer, director, employee, contingent worker, independent contractor, agent or other Person designated by Customer, including you, provided that any corresponding fees for each such Authorized User’s access and use of the Program are paid to Ecolab pursuant to the terms of any Ecolab Standard Agreement or these Terms.

“授权用户”是指根据《条款》授权使用本程序的任何个人，包括客户指定的高级职员、董事、员工、临时工、独立承包商、代理人或其他人员，并已根据相关《艺康标准协议》或《条款》的规定，向艺康支付每个授权用户访问和使用本程序的相应费用。

- d. “Customer” means that Person affiliated with you that you represent and/or have agency to act on behalf of, which shall be bound by these terms with Ecolab, and any of its Affiliates designated by Customer which are approved by Ecolab (which Affiliate has agreed to be bound by these Terms) and which have paid all applicable fees for use of the Program pursuant to the Ecolab Standard Agreement or these Terms.

“客户”是指您所代表和/或代理的与您有关联的个人，该个人应受与艺康签订的《条款》的约束，以及由客户指定并经艺康批准的任何关联公司（该关联公司已同意受《条款》的约束），且该关联公司已根据《艺康标准协议》或《条款》支付了使用本程序的所有适用费用。

- e. “Customer Data” means any and all data, information and/or materials provided or made available by or on behalf of Customer to Ecolab for use in connection with Program or otherwise relating to any Ecolab Standard Agreement.

“客户数据”是指由客户或代表客户向艺康提供或供给的任何及所有数据、信息和/或材料，用于与本程序相关或与任何《艺康标准协议》相关的用途。

- f. “Derived Data” means (i) Customer Data that has been processed, anonymized, aggregated and/or manipulated by or on behalf of Ecolab to such a degree that it cannot be identified by visual inspection as originating directly from Customer Data; and (ii) any general information or

insight that is derived by or on behalf of Ecolab in connection with the Program or any Ecolab Standard Agreement.

“派生数据”是指（i）由艺康或代表艺康处理、匿名化、聚合和/或处理的客户数据，其处理、聚合和/或处理程度无法通过目测识别为直接源自客户数据；以及（ii）由艺康或代表艺康获得的与本程序或任何《艺康标准协议》相关的任何一般信息或见解。

- g. “Documentation” means all formal documentation and materials published or provided in writing by Ecolab related to the Software, including user manuals, help files and any other instructions, specifications, documents, and materials that describe the functionality, installation, testing, operation, use, maintenance, support, technical features, or requirements of the Software.

“文档”是指艺康发布或以书面形式提供的与软件相关的所有正式文档和材料，包括用户手册、帮助文件和任何其他说明、规范、文档和描述软件功能、安装、测试、操作、使用、维护、支持、技术特征或要求的材料。

- h. “Effective Date” shall mean the date you first accessed or used the Program on behalf of the Customer.

“生效日期”是指您代表客户首次访问或使用本程序的日期。

- i. “Intellectual Property Rights” means any and all intellectual property rights under statutory law or common law throughout the world, including, without limitation, all: (i) patent rights (including patent applications and disclosures); (ii) registered and unregistered copyrights (including rights in software, including in source code and object code); (iii) registered and unregistered trademark and tradename rights; and (iv) trade secret rights.

“知识产权”是指全球成文法或普通法规定的任何及所有知识产权或专有权利，包括但不限于：（i）专利权（包括专利申请和公开）；（ii）已登记和未登记的版权（包括软件权利，包括源代码和目标代码）；（iii）已注册和未注册的商标权和商号权；以及（iv）商业秘密权。

- j. “Intended Purposes” means only the purposes of the Software, Products or Services expressly set forth in any Documentation or any Ecolab Standard Agreement.

“预期目的”仅指任何文档或《艺康标准协议》中明确规定的软件、产品或服务的目的。

- k. “Licensed Locations” means the licensed Customer facility locations, to the extent identified in any agreement including any Ecolab Standard Agreement.

“许可地点”是指在任何协议（包括任何《艺康标准协议》）中确定的许可客户设施地点。

- l. “Person” means an individual, sole proprietorship, a corporation, a partnership, a limited liability company or partnership, an association, any national, federal, state, provincial, territorial, municipal or local government, and any court, department, tribunal, commission, governmental or regulatory agency or authority exercising executive, legislative, judicial, regulatory, administrative or other similar functions, whether domestic or foreign, a trust, or any other entity or organization.

“人”指个人、独资企业、公司、合伙企业、有限责任公司或合伙、协会、任何国家、联邦、州、省、地区、市或地方政府，以及行使行政、立法、司法、监管、行政或其他类似职能的任何法院、部门、法庭、委员会、政府或监管机构或当局（无论国内或国外）、信托机构或任何其他实体或组织。

- m. “Product(s)” means any tangible item manufactured by Ecolab or a third party (and licensed through Ecolab) that is purchased, provided, or utilized as a part of a Program.

“产品”是指作为程序的一部分购买、提供或使用的由艺康或第三方制造（并通过艺康获得许可）的任何有形物品。

- n. “Program” or “Digital Program” means the program service offering of Ecolab which Ecolab has agreed to sell or license to the Customer, which may include Software, Documentation, Products and/or Services.

“程序”或“数字程序”是指艺康同意出售或许可客户使用的艺康提供的程序服务，其中可能包括软件、文档、产品和/或服务。

- o. “Personal Data” means data that may qualify as personal data or personally identifiable information within the meaning of privacy laws applicable to Customer and/or to Ecolab entities during the Term hereof including, but not limited to, the definitions in the DPA.

“个人数据”是指在《条款》有效期内，根据适用于客户和/或艺康实体的隐私法的含义范围（包括但不限于《DPA》中的定义），可能属于个人数据或个人身份信息的数据。

- p. “Service(s)” means support or other work performed by Ecolab for Customer, as may be further defined in any Ecolab Standard Agreement.

“服务”是指艺康为客户提供的支持或其他工作，相关《艺康标准协议》中均有进一步定义。

- q. “Software” means the software program(s) owned by or licensed through Ecolab, and any updates, upgrades, enhancements, releases, improvements, and any other adaptations or modifications made to such software programs that are delivered by Ecolab to Customer as more fully described in Documentation and any Ecolab Standard Agreement. Ecolab is not obligated to update, upgrade, enhance or improve Software.

“软件”是指艺康所有或授权的软件程序，以及任何艺康交付给客户的经过更新、升级、增强、发布、改进和任何其他改编或修改的软件程序，详见文件和相关《艺康标准协议》。艺康没有义务更新、升级、增强或改进软件。

2. **Program License and Account Creation.**

程序许可和账户创建

- a. **Program License.** Subject to the terms and conditions of any Ecolab Standard Agreement and during the Term (as defined herein), Ecolab grants Customer a non-exclusive, limited, nontransferable, non-assignable, non-sublicensable, revocable license to access and use the Software, Documentation, Products and/or Services solely for Customer’s internal business purposes in accordance with the Intended Purposes at the Licensed Locations (the “License”). For the avoidance of doubt, where a Program or Ecolab Standard Agreement uses a similar or cognate term to “license,” such as “subscription,” the Customer shall be deemed to have the same rights, with the same restrictions, as granted under these Terms with regard to the Software, Documentation, Products and/or Services for that particular Program.

程序许可。根据相关《艺康标准协议》的条款与条件，在协议期限内（见下文定义），艺康授予客户一项非排他性的、有限的、不可转移的、不可转让的、不可分许可的、可撤销的许可，允许客户在许可地点根据预期目的访问和使用软件、文档、产品和/或服务，但仅限于客户的内部业务目的（下称“许可”）。为避免疑义，如果某程序或《艺康标准协议》使用了与“许可”类似或同义的术语，如“订阅”，则客户应被视为拥有与《条款》就该特定程序的软件、文档、产品和/或服务所授予的权利相同的权利，并受到相同的限制。

- b. **Visitors and Account Creation.** You may be able to visit certain public sections of the Program, including public section of a website associated with a Program, without identifying yourself or providing personal information. In order to access some or all features of a Program, you are required to register with the Program as an Authorized User and select a username and password (create an “Account”). By creating and or registering for an Account, you represent and warrant that all information you submit is truthful and accurate and that you have the right to submit the same on behalf of the Customer as an Authorized User. In addition to providing information on yourself as directed by the Customer, you may request to establish additional Authorized Users of the Program on behalf of the Customer, provided the Customer has authorized the same, by providing information on those Authorized Users directly to Ecolab, or you may direct each Authorized User to the Program to create their own Account. If you provide information on Authorized Users directly to Ecolab, you hereby represent to Ecolab that you have all necessary rights, authorizations, and consents with respect to the information you submit about Authorized Users and the Customer (“Authorized User Data”), and you and the Customer shall be responsible

for the actions of all such Authorized Users on the Program. All Account information and any Authorized User Data provided to Ecolab must be true, accurate, current, and complete at all times. Authorized Users are responsible for updating Authorized User Data as necessary and in a timely manner to ensure its accuracy and completeness. By providing your Account information and Authorized User Data to Ecolab, you hereby authorize Ecolab and its Affiliates, contractors, and suppliers to use, copy, sublicense and disclose all Account information and Authorized User Data (i) as part of providing the Program as described in these Terms, (ii) to the extent required pursuant to applicable federal, state or local law or a valid order issued by a court or governmental agency of competent jurisdiction (a “Legal Order”), (iii) as necessary to enforce these Terms and/or to protect any of Ecolab’s or other parties’ legal rights, (iv) in an aggregated form which does not include identifying information, and (v) as permitted by the DPA or an associated Program Privacy Notice (if applicable).

访问者和帐户创建。您可以访问本程序的某些公共部分，包括与本程序相关的网站的公共部分，而无需表明您的身份或提供个人信息。为了访问程序的部分或全部功能，您需要在程序中注册为授权用户，并选择用户名和密码（创建“帐户”）。通过创建和/或注册帐户，您声明并保证您提交的所有信息都是真实准确的，并且您有权以授权用户的身份代表客户提交这些信息。除了按照客户的指示提供有关您自己的信息外，您还可以代表客户请求建立本计划的其他授权用户（前提是客户已授权），方法是直接向艺康提供这些授权用户的信息，或者您可以指示本计划的每个授权用户创建自己的帐户。如果您直接向艺康提供授权用户的信息，则您在此向艺康声明，对于您提交的有关授权用户和客户的信息（“授权用户数据”），您拥有所有必要的权利、授权和同意，并且您和客户应对所有此类授权用户在本计划中的行为负责。提供给艺康的所有帐户信息和任何授权用户数据在任何时候都必须真实、准确、最新和完整的。授权用户有责任在必要时及时更新授权用户数据，以确保其准确性和完整性。在向艺康提供您的帐户信息和授权用户数据的同时，您在此授权艺康及其关联公司、承包商和供应商使用、复制、分许可和披露所有帐户信息和授权用户数据 (i) 作为提供《条款》所述程序的一部分，(ii) 在适用的联邦、州或地方法律或有效命令要求的范围内、州或地方法律或有管辖权的法院或政府机构签发的有效命令（“法律命令”）所要求的范围内，(iii) 执行《条款》和/或保护艺康或其他方的任何合法权利所必需的范围内，(iv) 不包括身份识别信息的汇总形式，以及 (v) DPA 或相关程序隐私声明（如适用）所允许的范围内。

- c. Authorized User Accounts. You may not have more than one (1) Account without Ecolab’s prior written permission. You must access the Program and non-public portions of the Program only through your Account. The security and confidentiality of your Account username and password is your sole responsibility. You shall ensure that no unauthorized Person shall have access to your Account, username, or password and shall immediately notify Ecolab of any unauthorized access or use of which you become aware. You may not transfer your Account to anyone without the express prior written consent of Ecolab. You agree to bear all responsibility and liability for all actions under or through your Account as well as all fees and/or charges incurred from the use of your Account, whether authorized or unauthorized.

授权用户帐户。未经艺康事先书面许可，您不得拥有一 (1) 个以上的帐户。您只能通过您的帐户访问本程序和本程序的非公开部分。帐户用户名和密码的安全性和保密性由您自行负责。您应确保任何未经授权的人员都不能访问您的帐户、用户名或密码，如果您发现任何未经授权的访问或使用，应立即通知艺康。未经艺康事先明确的书面同意，您不得将您的帐户转让给任何人。您同意对在您的帐户下或通过您的帐户进行的所有行为以及因使用您的帐户而产生的所有费用和/或收费（无论授权与否）承担所有责任和义务。

- d. Authorized User Content. The Program may contain Authorized User Data, which includes content and materials you generate and/or provide, including but not limited to content that may be considered Customer Data (“User Content”). User Content is the sole responsibility of the Authorized User that submitted that User Content. Ecolab does not control User Content generated or provided by Authorized Users and is under no circumstances responsible or liable in any way for any User Content that is made available through the Program. Ecolab does not endorse any User Content, and does not warrant or guarantee the integrity, truthfulness, accuracy,

or quality of any User Content. You and Customer agree that Ecolab is not liable for any loss or damage of any kind resulting from availability, access, and/or use of any User Content. You further agree that the User Content that you may generate or provide through the Program shall be truthful and not misleading. You and Customer hereby grant to Ecolab all rights to User Content consistent with the rights generally granted to Customer Data. You hereby represent that you have obtained any necessary rights, authorizations, and consents from Customer and any applicable third-parties with respect to your submitted User Content, including, without limitation, to grant the rights in this Section 2(d) to Ecolab. You and Customer agree not to submit User Content that: (i) may create or does create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, or to any other Person; (ii) may or does create a risk of any other loss or damage to any Person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets, or other confidential proprietary information, and trademarks or service marks used in an infringing fashion); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) or contains any information or content that you know is not correct and current. You and Customer agree that any User Content that you upload does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy. Ecolab reserves the right, but is not obligated, to reject and/or remove any User Content that Ecolab believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office or any other rights organization.

授权用户内容。程序可能包含授权用户数据，其中包括您生成和/或提供的内容和材料，包括但不限于可能被视为客户数据的内容（“用户内容”）。用户内容由提交用户内容的授权用户全权负责。艺康无法控制授权用户生成或提供的用户内容，在任何情况下都不对通过本程序提供的任何用户内容承担任何责任。艺康不认可任何用户内容，也不保证或担保任何用户内容的完整性、真实性、准确性或质量。您和客户同意，艺康不对因提供、访问和/或使用任何用户内容而造成的任何损失或损害承担任何责任。您还同意，您通过本程序生成或提供的用户内容应真实且无误导性。您和客户特此向艺康授予用户内容的所有权利，这些权利与一般授予客户数据的权利一致。您在此声明，您已就您提交的用户内容从客户和任何适用的第三方处获得了任何必要的权利、授权和同意，包括但不限于将本第2(d)条中的权利授予艺康。您和客户同意不提交以下用户内容 (i) 可能会或确实会对您或任何其他人士造成伤害、损失、身体或精神伤害、精神痛苦、死亡、残疾、毁容或身体或精神疾病的风险；(ii) 可能会或确实会对任何人或财产造成任何其他损失或损害的风险；(iii) 通过让儿童接触不适当的内容、询问个人身份信息或其他方式试图伤害或剥削儿童；(iv) 可能构成或助长犯罪或侵权行为；(v) 包含我们认为非法、有害、辱骂、种族或民族攻击性、诽谤、侵权、侵犯个人隐私或公开权、骚扰、侮辱他人（公开或其他）、诽谤、威胁、亵渎或其他令人反感的任何信息或内容；(vi) 包含任何非法信息或内容（包括但不限于任何侵犯他人财产权的信息、数据、图像或程序，包括未经授权的受版权保护的文本、图像或程序、商业秘密或其他机密专有信息，以及以侵权方式使用的商标或服务标志）；(vii) 包含您根据任何法律或根据合同或信托关系无权提供的任何信息或内容；或 (viii) 或包含您明知不正确且不是最新的任何信息或内容。您和客户同意，您上传的任何用户内容都不会侵犯第三方的任何权利，包括但不限于任何知识产权或隐私权。艺康保留拒绝和/或删除艺康自行认为违反这些规定的任何用户内容的权利，但没有义务这样做。您了解，在本服务上发布您的用户内容并不能代替您在美国版权局或任何其他权利组织进行注册。

3. Customer Systems, Authorized User Credentials, Customer Data and Export Law Compliance.

客户系统、授权用户凭证、客户数据和出口法律合规

- a. Customer Systems. You agree that Customer shall have sole responsibility for procuring the hardware and internet connectivity in order to access the Program as well as for complying with Ecolab's technical requirements to upload Customer Data. Ecolab shall not be responsible or liable in any manner for any equipment provided by Customer or any third party, and Customer shall be the sole and responsible Party to support and maintain its own equipment. The Ecolab Program may not be compatible with Customer or third-party equipment and/or internet connections. Customer acknowledges and agrees that unless as provided for in writing, Ecolab is not required to maintain or repair any Customer or third-party equipment, or modify the Ecolab Program or delivery of the Program to make a Program compatible with Customer's equipment or third-party equipment. You agree that Customer shall at all times during the Term: (a) set up, maintain and operate in good repair all information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems") on or through which the Services are accessed or used; (b) provide all cooperation and assistance as Ecolab may reasonably request to enable Ecolab to exercise its rights and perform its obligations under and in connection with these Terms and any Ecolab Standard Agreement; and (c) ensure use of the Program is only for Customer's own environment and in accordance with Applicable Laws, Documentation, and other applicable requirements, including Customer's obligations in the DPA. Customer shall employ all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to, in accordance with these Terms: (a) securely administer the distribution and use of the Program, and protect against any unauthorized access to or use of the Program; and (b) control the content and use of Customer Data, including the uploading or other provision of appropriate Customer Data for processing to the Program. Ecolab is not responsible for the security of the Customer's network, hardware and IT systems, including without limitation, any possible, suspected or actual breach of Customer's physical or IT security defenses and resultant disclosure of any data of Customer or its personnel. Customer shall have sole responsibility for any security procedures reasonably required to protect access to its hardware, systems and Customer Data in connection with its use of Program and/or the Software, Documentation, Products and Services. You represent and warrant that any electronic communications Ecolab receives under usernames of Authorized Users associated with Customer, including you, have been sent by Customer. Ecolab has the right at any time to terminate or suspend access to any Authorized User or to Customer if Ecolab believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Program or Ecolab's network. Customer agrees to indemnify and hold Ecolab and its affiliates harmless from any claim, including attorney's fees and costs related to the foregoing.

客户系统。您同意，客户应自行负责采购硬件和互联网连接以访问本程序，并遵守艺康的技术要求上传客户数据。对于客户或任何第三方提供的任何设备，艺康概不负责，客户应自行负责支持和维护自己的设备。艺康程序可能与客户或第三方设备和/或互联网连接不兼容。客户承认并同意，除非有书面规定，否则艺康无需维护或修理任何客户或第三方设备，也无需修改艺康程序或程序交付，以使程序与客户设备或第三方设备兼容。您同意客户应在本协议有效期内的任何时候 (a) 设置、维护并妥善运行所有信息技术基础设施，包括计算机、软件、硬件、数据库、电子系统（包括数据库管理系统）和网络，无论是由客户直接运行还是通过使用第三方服务（“客户系统”）来访问或使用服务；(b) 提供艺康合理要求的所有合作和协助，使艺康能够根据本条款和任何艺康标准协议行使其权利并履行其义务；以及 (c) 确保仅在客户自身环境下使用本程序，并遵守适用法律、文档和其他适用要求，包括客户在DPA中的义务。客户应采用所有物理、管理和技术控制、筛选和安全程序以及其他必要的保障措施，以便根据本条款：(a) 安全地管理程序的分发和使用，防止任何未经授权的访问或使用程序；(b) 控制客户数据的内容和使用，包括上传或以其他方式提供适当的客户数据供程序处理。艺康不对客户网络、硬件和 IT 系统的安全负责，包括但不限于任何可能、疑似或实际违反客户物理或 IT 安全防御措施的行为，以及由此导致的客户或其人员的任何数据泄露。客户应自行负责任何合理要求的安全程序，以保护其硬件、系统和客户数据在使用程序和/或软件、文档、产品和服务时的访问安全。您声明并保证，艺康以与客户相关的授权用户（包括您）的用户名收到的任何电子通信均由客

户发送。如果艺康真诚地认为有必要终止或暂停对任何授权用户或客户的访问，以维护程序或艺康网络的安全性、完整性或可访问性，艺康有权随时终止或暂停对任何授权用户或客户的访问。客户同意赔偿艺康及其关联公司的损失，包括律师费和与上述情况相关的费用。

- b. **Authorized User Credentials.** Customer will ensure the security of all passwords and usernames used by Customer personnel to use any Software, Documentation, Product and/or Service. Customer is responsible for access control maintenance (including access termination) in connection with its use of the Software, Documentation, Product and/or Service. Customer will notify Ecolab promptly if Customer becomes aware of, or suspect, any breach of security or unauthorized access to or use of the Software, Documentation, Product and/or Service or of any account used to access the Software, Documentation, Product and/or Service or unauthorized access to passwords or usernames.

授权用户凭证。 客户应确保客户人员在使用任何软件、文档、产品和服务时使用的所有密码和用户名的安全。客户应负责与使用软件、文档、产品和服务相关的访问控制维护（包括终止访问）。如果客户发现或怀疑存在任何安全漏洞，或未经授权访问或使用软件、文档、产品和服务，或用于访问软件、文档、产品和服务的任何帐户，或未经授权访问密码或用户名，客户应立即通知艺康。

- c. **Customer Data.** Customer is solely responsible for ensuring that Customer Data does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement, including, without limitation, any Ecolab Standard Agreement and any associated privacy terms.

客户数据。 客户自行负责确保客户数据不侵犯任何知识产权、不违反任何适用法律或任何协议条款，包括但不限于任何《艺康标准协议》和任何相关隐私条款。

- d. **Export Law Compliance.** Each Party shall (a) comply with Applicable Law administered by the U.S. Commerce Department Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control, or other governmental entity imposing export controls and trade sanctions (“Export Laws”), including designating countries, entities and persons (“Sanctions Targets”) and (b) not directly or indirectly export, re-export or otherwise deliver the Program to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from utilizing the Program and/or purchasing the associated Software, Documentation, Products and/or Services under Applicable Law, including Export Laws, and further represents that entering into these Terms will not violate any Export Laws.

出口法律合规。 各方应 (a) 遵守由美国商务部工业与安全局、美国财政部外国资产控制办公室或其他实施出口管制和贸易制裁的政府实体（下称“出口法”）管理的适用法律，包括指定国家、实体和个人（以下简称“制裁目标”）；以及 (b) 不得直接或间接出口、再出口或以其他方式向制裁目标交付本程序，或代理、资助或以其他方式促成任何违反任何出口法的交易。客户声明，根据适用法律（包括出口法），它不是制裁目标，也不被禁止使用本计划和/或购买相关软件、文档、产品和服务，并进一步声明，签署这些条款不会违反任何出口法。

4. Ownership, Confidentiality, Intellectual Property, Third-Party Technology and Customer Data License.

所有权、保密、知识产权、第三方技术和客户数据许可

- a. **Title/Ownership.** Customer acknowledges that, except for the License, it has not and will not acquire any rights, title or interest in or to any of the Software, Documentation, Products and/or Services. Any Intellectual Property Rights in conjunction with the Ecolab Software, Products, the Program, brands, logos, trademarks and/or wordmarks, or any Intellectual Property related to technology that is used in the provisioning of the Program thereof are, and shall at all times remain the exclusive and sole property of Ecolab, its related third parties, affiliates, agents and its licensors, as applicable. All rights not expressly granted herein are reserved and retained by Ecolab and its third parties, affiliates, agents and its licensors, and no Intellectual Property rights or any other form or type of rights or licenses are granted at any time to Customer are assigned, granted, or

transferred to Customer, its employees, Affiliates, agents and independent contractors or any other party by estoppel, implication, or otherwise. Customer affirms, agrees and acknowledges that misuse of Ecolab Services may violate third party Intellectual Property in the Products and/or Software.

所有权/自物权。客户承认，除许可外，其尚未也不会获得任何软件、文档、产品和/或服务的任何权利、所有权或利益。与艺康软件、产品、本程序、品牌、徽标、商标和/或文字标记相关的任何知识产权，或与提供本程序时使用的技术相关的任何知识产权，均为艺康、其相关第三方、关联公司、代理商及其许可方（如适用）的专有和独占财产，且在任何时候均应如此。此处未明确授予的所有权利均由艺康及其第三方、关联公司、代理商和许可方保留，任何时候授予客户的知识产权或任何其他形式或类型的权利或许可均不得通过禁止反言、暗示或其他方式转让、授予或转移给客户、其员工、关联公司、代理商和独立承包商或任何其他方。客户确认、同意并承认，滥用艺康服务可能会侵犯产品和/或软件中的第三方知识产权。

- b. Confidentiality and Ecolab's Intellectual Property. Customer acknowledges that Ecolab's Software, Documentation, Products and Services, information about such Products and Services, business plans, trade secrets, discoveries, ideas, designs, drawings, specifications, techniques, models, data, code, software, programs, documentation, processes, lists, know-how, marketing plans, customer information, and financial and technical information and other information known to be or should be known to be confidential information or designated by Ecolab as confidential information are confidential information of Ecolab (the "Confidential Information"), and Customer will not disclose such Confidential Information or any of Customer's use thereof to any third party, or use such Confidential Information for any purpose not authorized herein. Except for certain Customer Data as described herein, all material included in the Program, including (without limitation) the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") are owned by or licensed to Ecolab, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. You and Customer acknowledge and agree that Ecolab is and shall remain the exclusive owner of the Program; all associated Software, Documentation, Products and Services; Ecolab's data, information, and Content; and all patent, copyright, trade secret, trademark and other intellectual property rights therein. In addition, the compilation and presentation of the Content in the Program is subject to copyright owned exclusively by us. Content in the Program may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without our prior written consent. You and Customer agree to not engage in the use, copying, or distribution of any of the Content, Program, Software, Documentation, Products, and Services other than expressly permitted herein, including any use, copying, or distribution Content. If you or Customer downloads or prints a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You and Customer agree not to circumvent, disable or otherwise interfere with security-related features of the Program or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Program or the Content therein. You and Customer shall not challenge or assist any third party to dispute or challenge Ecolab's or its licensors' ownership of such rights or the validity or enforceability of such rights.

保密和艺康知识产权。客户承认，艺康的软件、文档、产品和服务、有关此类产品和服务的信息、商业计划、商业秘密、发现、想法、设计、图纸、规格、技术、模型、数据、代码、软件、程序、文档、流程、清单、诀窍、营销计划、客户信息、财务和技术信息以及其他已知或应知为机密信息或被艺康指定为机密信息的信息均为艺康的机密信息（下称“机密信息”），客户不得向任何第三方披露此类机密信息或客户对其的任何使用，也不得将此类机密信息用于本协议未授权的任何目的。除此外所述的某些客户数据外，程序中包含的所有资料，包括（但不限于）文本、软件、脚本、图形、照片、声音、音乐、视频、互动功能等（下称“内容”），均归艺康所有或授权给艺康使用，并受美国和外国法律及国际公约规定的版权和其他知识产权的保护。您和客户承认并同意，艺康是并将一直是本程序，所有相关软件、文档、产品和服务，艺康的数据、信息和内容以及其中所有专利、

版权、商业秘密、商标和其他知识产权的独家所有者。此外，程序中内容的汇编和演示受我们独家拥有的版权保护。未经我们事先书面同意，不得为任何其他目的使用、复制、翻印、分发、传播、广播、展示、出售、许可或以其他方式利用程序中的内容。您和客户同意，除此外明确允许的情况外，不得使用、复制或分发任何内容、程序、软件、文档、产品和服务，包括使用、复制或分发内容。如果您或客户下载或打印内容副本供个人使用，您必须保留其中包含的所有版权和其他所有权声明。您和客户同意不规避、禁用或以其他方式干扰程序的安全相关功能，或防止或限制使用或复制任何内容的功能，或执行对程序或其中内容的使用限制。您和客户不得质疑或协助任何第三方争议或质疑艺康或其许可人对此类权利的所有权或此类权利的有效性或可执行性。

- c. **Reservation of Rights.** Ecolab reserves all rights not specifically granted to Customer under these Terms and any Ecolab Standard Agreement.

权利保留。 艺康保留《条款》和任何《艺康标准协议》项下未明确授予客户的所有权利。

- d. **Third Party Technology.** The software provided by Ecolab to Customer may include software, content, data or other materials, including related documentation, that are owned by persons other than Ecolab that are provided to Customer on terms that are in addition to and/or different from those contained in these Terms or any Ecolab Standard Agreement (the “Third-Party Technology”). Usage of such software, Product or Service is deemed to constitute acceptance of any and all additional terms applicable to Third-Party Technology. Any breach by Customer of any Third-Party Technology license is also a breach of these Terms.

第三方技术。 艺康向客户提供的软件可能包括软件、内容、数据或其他材料，包括相关文档，这些材料由艺康以外的人拥有，并以附加条款和/或不同于《条款》或相关《艺康标准协议》条款提供给客户（“第三方技术”）。使用此类软件、产品或服务被视为接受适用于第三方技术的任何及所有附加条款。客户对任何第三方技术许可的任何违反也是对《条款》的违反。

- e. **Customer Data License.** Ecolab acknowledges and agrees that Customer owns and retains all right, title and interest in and to Customer Data. Subject to the terms and conditions of the these Terms, Customer grants to Ecolab, and its affiliates, a perpetual, nonexclusive, worldwide, royalty-free, transferable, sublicensable license to use, copy, store, process, manipulate, modify, change, configure, perform, display and transmit Customer Data as necessary to provide Program Software, Products and Services, including any Deliverables, to Customer and to incorporate Customer Data into aggregated and anonymized data sets including, without limitation, for the purpose of improving the Software, Documentation, Products and Services of Ecolab and its Affiliates and for creating Derived Data. Customer grants to Ecolab an irrevocable, non-exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual right to aggregate Customer Data with other data from others and to use in any way, de-identified Customer Data and aggregated Customer Data including, without limitation, to create Derived Data. Customer represents and warrants that Customer owns and/or has all necessary rights in the Customer Data to grant Ecolab this Customer Data license to Ecolab. Customer represents and warrants that Customer Data will not include any protected health information, or any other information of the type enumerated in Article 9 of the General Data Protection Regulation, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 nor include any information subject to Health Insurance Portability and Accountability Act, as amended, as either may be amended or superseded. Customer shall not transmit or upload via Program, or to any Ecolab software, product or service, any spam, viruses, worms, trapdoor, backdoor, time-bombs, trojan horses, or other harmful, malicious or disruptive code or components, including, without limitation, in any Customer Data.

客户数据许可。 艺康承认并同意客户拥有并保留对客户数据的所有权利、所有权和利益。根据《条款》的规定与条件，客户授予艺康及其关联公司一项永久的、非排他性的、全球性的、免许可费的、可转让的、可转授权的许可，以使用、复制、存储、处理、操作、修改、变更、配置、执行、显示和传输必要的客户数据，以向客户提供必要的程序软件、产品和服务，包括任何交付物，并将客户数据纳入聚合的和匿名的数据集中，包括但不限于用于改进艺康及其关联公司的软件、文档、产品和服务，以及用于创建派生数据。客户授

予艺康一项不可撤销的、非排他性的、全球性的、免许可费的、可转让的、可转授权的、永久的权利，允许艺康将客户数据与客户或其他人的数据进行聚合，并以任何方式使用去标识化的客户数据和聚合的客户数据，包括但不限于创建派生数据。客户声明并保证，客户对客户数据享有所有权和/或一切必要权利，以授予艺康该客户数据许可。客户声明并保证，客户数据不包括任何受保护的健康信息，或 2016 年 4 月 27 日欧洲议会和欧盟理事会第 2016/679 号法规《通用数据保护条例》第 9 条列举的任何其他类型的信息，也不包括任何受《健康保险可携性和责任法案》（修订版）管辖的信息，该法案可能被修订或废除。客户不得通过程序或通过任何艺康软件、产品或服务传送或上传包括但不限于任何客户数据中的任何垃圾邮件、病毒、蠕虫、陷阱、后门、定时炸弹、特洛伊木马或其他有害、恶意或破坏性代码或组件。

5. Use of Customer Data and Administration of the Program.

客户数据使用和程序管理

- a. Service Analysis. Without limiting any Customer Data ownership rights, Ecolab shall have the right to: (i) compile statistical and other information related to the performance, operation and use of the Software, Documentation, Products, Services and Customer Data, and (ii) use data from the Software, Documentation, Products, Services and Customer Data in aggregated form for security and operations management, to create statistical analyses, for research and development purposes and to incorporate Customer Data into aggregated and anonymized data sets for the purpose of improving and commercializing products, software, technology and services of Ecolab (clauses (i) and (ii) are collectively referred to as “Service Analysis”). Ecolab retains all rights to such Service Analysis and will take reasonable steps not to incorporate Customer Data in a form that could serve to identify Customer. Customer acknowledges and agrees that Ecolab owns and retains all right, title and interest in and to Derived Data.

服务分析。在不限制任何客户数据所有权的前提下，艺康有权 (i) 汇编与软件、文档、产品、服务和客户数据的性能、操作和使用相关的统计信息和其他信息，以及 (ii) 将来自软件、文档、产品、服务和客户数据的数据以汇总形式用于安全和操作管理、创建统计分析、研究和开发目的，以及将客户数据纳入汇总和匿名数据集，以改进艺康的产品、软件、技术和服务并使之商业化（条款 (i) 和 (ii) 统称为“服务分析”）。艺康保留对此类服务分析的所有权利，并将采取合理措施不以可识别客户身份的形式纳入客户数据。客户承认并同意艺康拥有并保留派生数据的所有权利、所有权和利益。

- b. Monitoring the Program. Ecolab may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Software, Products and Services and to help resolve Customer’s service requests. Information collected by the Tools may also be used to assist in managing Ecolab product and service portfolio, to help Ecolab address deficiencies in its product and service offerings, and for license and Program Software, Products and Services management.

程序监控。艺康可能会使用工具、脚本、软件和实用程序（统称为“工具”）来监控和管理软件、产品和服务，并帮助解决客户的服务请求。工具收集的信息还可能用于协助管理艺康的产品和服务组合，帮助艺康解决其产品和服务中的不足之处，以及许可和程序软件、产品和服务的管理。

- c. Third-Party Service Providers. Ecolab works with other companies that help Ecolab provide products and services, including modifications and updates thereto, to Customer, such as third-party manufacturers, third-party software providers, cloud-hosting service providers, freight carriers, and credit card processing companies, and Ecolab may share certain information with these companies for this purpose including information regarding Customer’s use of the Software, Documentation, Products and Services.

第三方服务提供商。艺康与其他公司（如第三方制造商、第三方软件提供商、云托管服务提供商、货运公司和信用卡处理公司）合作，帮助艺康向客户提供产品和服务（包括对产品和服务的修改和更新），为此艺康可能会与这些公司共享某些信息，包括客户使用软件、文档、产品和服务的相关信息。

6. Data Privacy; Data Security; Privacy Policy.

数据隐私；数据安全；隐私政策

- a. Customer shall, in its use of the Software, Documentation, Products and/or Services, collect, access, use, store, disclose, dispose of, transfer, transmit to Ecolab and otherwise process personal information of Customer and its Authorized Users in accordance with the requirements of all applicable laws including, without limitation, applicable data protection laws and regulations and data privacy provisions of the DPA. Customer shall have sole responsibility for the accuracy, quality, and legality of such personal information and the means by which Customer or any relevant Affiliate of Customer collects, stores, processes and transmits such personal information.

客户在使用软件、文档、产品和服务时，应按照所有适用法律的要求（包括但不限于适用的数据保护法律和法规以及《DPA》的数据隐私条款）收集、访问、使用、存储、披露、处置、转移、传输给艺康，并以其他方式处理客户及其授权用户的个人信息。客户应对此类个人信息的准确性、质量和合法性以及客户或客户的任何相关关联公司收集、存储、处理和传输此类个人信息的方式承担全部责任。

- b. Customer acknowledges and agrees that Ecolab may store, share, process and use Customer Data for the purposes defined in these Terms. Ecolab may also share such data globally with its Affiliates and subsidiaries and within the Ecolab group of companies. If Ecolab is receiving Customer Data from the European Union, the United Kingdom, or other jurisdictions requiring a transfer mechanism, such Customer Data shall be subject to the DPA.

客户承认并同意，艺康可以存储、共享、处理和使用客户数据用于《条款》中定义的目的。艺康还可能在欧洲范围内与其关联公司和子公司以及艺康公司集团内部共享此类数据。如果艺康从欧盟、英国或其他需要转移机制的司法管辖区接收客户数据，则此类客户数据应遵守DPA的规定。

- c. The storing and hosting of Customer Data via Program shall be under the safeguards for the protection of the security, confidentiality, and integrity of Customer Data, as described in the Ecolab's Program-specific or general security documentation, which is available upon Customer's request.

通过计划存储和托管客户数据时，应采取保护客户数据安全性、保密性和完整性的保障措施，这些措施在艺康程序相关文档或一般安全文档中有所描述，客户可要求提供这些文档。

- d. Customer represents and warrants that Customer Data will not include any information deemed to be sensitive under any law or regulation, including but not limited to health information, financial account numbers, or other similarly sensitive personal information. Customer assumes all risk arising from use of any such sensitive information with Program, including the risk of inadvertent disclosure or unauthorized access or use thereto.

客户声明并保证，客户数据不包括任何法律或法规视为敏感的信息，包括但不限于健康信息、金融账户号码或其他类似的敏感个人信息。客户承担因使用程序中的任何此类敏感信息而产生的所有风险，包括无意中披露或未经授权访问或使用的风险。

- e. If either Party learns of any inadvertent data disclosure or data breach concerning the other Party's data or systems, that Party shall give prompt notification to the other Party and the Parties shall cooperatively establish a data breach notification and remediation plan, in compliance with applicable laws, with the responsibility for such notification and remediation plan being borne according to the Parties' respective, proportionate responsibility for the disclosure or breach; provided, however, Ecolab's liability shall be subject to the provisions of Sections 4, 13, 14, and 15 of the "Digital T&C".

如果任何一方得知另一方的数据或系统在无意中出现数据泄露或数据违约，该方应及时通知另一方，各方应根据适用法律合作制定数据违约通知和补救计划，并根据各方各自对数据泄露或数据违约的责任比例承担此类通知和补救计划的责任；但是，艺康的责任应受本《数字T&C》第4、13、14和15条的约束。

7. Customer Support.

客户支持

- a. Internet. Customer understands that the internet by which Authorized User's access to the Program may be subject to system delays and failures beyond either Party's reasonable control. Customer acknowledges that Ecolab is not responsible for delays, delivery failures or other damages resulting from Customer or Customer's Authorized Users' access to the internet, and such access is the responsibility of the Customer or each Authorized User.

互联网。客户了解，授权用户访问本程序所使用的互联网可能会出现系统延迟和故障，超出任何一方的合理控制范围。客户承认，艺康对因客户或客户授权用户访问互联网而造成的延迟、交付失败或其他损失不承担任何责任，此类访问由客户或每个授权用户负责。

- b. System Updates. Ecolab reserves the right, in its sole discretion, to make any enhancements or modifications to the Program that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Program; (ii) the competitive strength of or market for the Program; or (iii) the Program's cost efficiency or performance; or (b) to comply with Applicable Law. If there are any functional updates or enhancements that in Ecolab's sole discretion are considered new products relating to the Program, Ecolab will notify Customer of such new products and the cost in the event Customer elects to incorporate such new products as part of the Program. Ecolab has the right to bill and Customer shall pay for all reasonable upgrade charges to the extent such Program upgrade is deemed necessary by Ecolab.

系统更新。艺康保留自行决定对本程序进行其认为必要或有用的任何改进或修改的权利，以便 (a) 维持或提高 (i) 本程序的质量或交付；(ii) 本程序的竞争实力或市场；或 (iii) 本程序的成本效率或性能；或 (b) 遵守适用法律。如果艺康自行决定将任何功能更新或增强视为与本程序相关的新产品，艺康将通知客户此类新产品以及客户选择将此类新产品作为本程序一部分的费用。在艺康认为有必要进行程序升级的情况下，艺康有权向客户收取所有合理的升级费用，而客户应支付这些费用。

- c. Scheduled Maintenance. Scheduled system maintenance will take place during a normal maintenance window. During such time, the Services will be unavailable. Emergency maintenance may be required at other times in the event of an incident or circumstance requiring immediate attention outside of normally scheduled system maintenance. Ecolab will use commercially reasonable efforts to remedy any system failure and restore the Program.

计划维护。定期系统维护将在正常维护窗口期间进行。在此期间，服务将不可用。在正常计划的系统维护之外，如果发生需要立即处理的事件或情况，可能需要在其他时间进行紧急维护。艺康将尽商业上的合理努力排除任何系统故障并恢复程序。

- d. Program Performance and Availability. Ecolab makes no representations, warranties or claims to Customer regarding the reliability or availability of the Program. Additionally, Ecolab is not liable for any delay or failure to provide the Program from time to time, and unscheduled downtime may occur that is caused by, but in no way limited to, circumstances beyond Ecolab's reasonable control and/or the following events: (a) Customer or any Authorized User's breach of any provision of these Terms or Agreement; (b) incompatibility of Authorized User's equipment or software with the Program; (c) poor or inadequate performance of Authorized User's network, hardware, or other systems, including internet connectivity; (d) Authorized User's equipment failures; (e) force majeure (including as may be defined in these Terms or the Ecolab Standard Agreement); (f) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Ecolab pursuant to these Terms; or (g) disabling, suspension or termination of the Program (including as may be described in any Ecolab Standard Agreement) (such downtime resulting from the events named in (a) through (g) hereof, the "Unscheduled Downtime"). In the event of Unscheduled Downtime, Ecolab's sole obligation will be to use commercially reasonable efforts to resolve the issue and to resume providing access to the Program. Ecolab may provide notice of any Unscheduled Downtime to Customer and to provide updates regarding resumption of access to the Program following any Unscheduled Downtime to the extent known to Ecolab.

计划性能和可用性。艺康不就本程序的可靠性或可用性向客户做出任何陈述、保证或索赔。此外，艺康不对任何延迟或无法提供程序的情况负责，计划外停机可能由艺康合理控制范

围之外的情况和/或以下事件造成，但不限于这些情况：(a) 客户或任何授权用户违反本条款或协议的任何规定；(b) 授权用户的设备或软件与本计划不兼容；(c) 授权用户的网络、硬件或其他系统（包括互联网连接）性能不佳或不足；(d) 授权用户的设备故障；(e) 不可抗力（包括《条款》或《艺康标准协议》中的定义）；(f) 任何软件、硬件、系统、网络、设施或非艺康根据本条款提供的其他事项出现故障、中断、中断或其他问题；或 (g) 本程序停用、暂停或终止（包括相关《艺康标准协议》中可能描述的情况）（由本条款 (a) 至 (g) 所述事件导致的停机时间称为“计划外停机时间”）。如果发生计划外停机，艺康的唯一义务是尽商业上合理的努力解决问题并恢复对本计划的访问。艺康可能会向客户发出任何计划外停机的通知，并在艺康已知的范围内提供有关计划外停机后恢复访问的最新信息。

8. **Prohibited Uses.** In addition to uses otherwise prohibited by Ecolab, these Terms or Applicable Law, you and Customer shall not, and you and Customer shall not allow any third party to, do any of the following:

禁止使用。除了艺康、《条款》或适用法律禁止的用途外，您和客户不得，且您和客户不得允许任何第三方进行以下行为：

- a. Use the Program or any Software, Documentation, Product or Service for any purpose other than the Intended Purposes or in any way beyond the scope of the license set forth in any Ecolab Standard Agreement or these Terms.
将本程序或任何软件、文档、产品或服务用于预期目的之外的任何目的，或以超出相关《艺康标准协议》或《条款》规定的许可范围的任何方式使用。
- b. Copy or distribute any Software, Documentation, Product or Service without Ecolab's prior written approval.
未经艺康事先书面批准，复制或分发任何软件、文档、产品或服务。
- c. Download, access, use or register for the Program if you are under eighteen (18) years old.
如果您未满十八 (18) 周岁，则不得下载、访问、使用或注册本程序。
- d. Change or delete any copyright or proprietary notices from the Program.
更改或删除程序中的任何版权或所有权声明。
- e. Impersonate or attempt to impersonate Ecolab, an Ecolab employee, another Authorized User, or any other Person.
假冒或试图假冒艺康、艺康员工、其他授权用户或任何其他他人。
- f. Access or use the Program to send unsolicited commercial messages to any Person, or to threaten, harm or harass another Authorized User's Account, use and/or access of the Program, including, but not limited to, attempting to gain access to another Authorized User's Account.
访问或使用本程序向任何人发送未经请求的商业信息，或威胁、伤害或骚扰其他授权用户的帐户、使用和/或访问本程序，包括但不限于试图访问其他授权用户的帐户。
- g. Access or use the Program by artificial means or in a manner that, in Ecolab's sole discretion, would inflict an excessive load on Ecolab's or its suppliers' hardware or software.
以人为方式访问或使用本程序，或以艺康自行决定会对艺康或其供应商的硬件或软件造成过度负荷的方式访问或使用本程序。
- h. Use the Software, Documentation, Products or Services in the operation of a service bureau, timesharing or hosting purposes or otherwise use the Software, Documentation, Products or Services for the benefit of third parties.
将软件、文档、产品或服务用于运营服务局、分时或托管目的，或以其他方式将软件、文档、产品或服务用于第三方的利益。
- i. Disclose information or analysis (including without limitation benchmarks) regarding the quality

or performance of the Software, Documentation, Products or Services.

披露有关软件、文档、产品或服务的质量或性能的信息或分析（包括但不限于基准）。

- j. Post, upload or transmit: (i) any data, content or materials meant to market or advertise Program or products that are competitive with the Program, solicit any other Authorized Users of the Program for such purposes and/or use data, content or materials gathered from the Program for such purposes, (ii) any data, content or materials of any type that infringe or violate any rights of any party, including, but not limited to, any patent, copyright, trademark, trade secret or any proprietary or other right of Ecolab or a third party, (iii) any data, content or materials that are illegal, threatening, obscene, defamatory, harmful, invasive to privacy or otherwise violate the rights of Ecolab or a third party, and/or (iv) any disabling code (defined as computer code designed to interfere with the normal operation of the Program or Ecolab's or a third party's hardware or software) or any program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the Program or Ecolab's or a third party's hardware or software.

张贴、上传或传输 (i) 任何旨在营销或宣传本程序或与本程序竞争的产品的数据、内容或材料，出于此类目的招揽本程序的任何其他授权用户，和/或出于此类目的使用从本程序收集的数据、内容或材料；(ii) 任何数据、内容或材料，侵犯或违反任何一方的权利，包括但不限于任何专利、版权、商标、商业秘密或任何专有权利或其他权利、侵犯或违反任何一方权利的任何类型的数据、内容或材料，包括但不限于任何专利、版权、商标、商业秘密或艺康或第三方的任何专有权或其他权利，(iii) 非法、威胁、淫秽、诽谤、有害、侵犯隐私或以其他方式侵犯他人权利的任何数据、内容或材料、任何非法、威胁、淫秽、诽谤、有害、侵犯隐私或以其它方式侵犯艺康或第三方权利的数据、内容或材料，和/或 (iv) 任何禁用代码（定义为旨在干扰程序或艺康或第三方硬件或软件正常运行的计算机代码）或任何程序例程、设备或其它未披露的功能、包括但不限于旨在删除、禁用、停用、干扰或以其它方式损害程序或艺康或第三方硬件或软件的定时炸弹、病毒、软件锁、死机设备、恶意逻辑、蠕虫、特洛伊木马或陷阱门。

- k. Use the Program for any benchmarking, monitoring or testing availability or performance, or any other competitive use, including, but not limited to, creating programs, products, services, technology or software that are substantially similar to the Program.

将本程序用于任何基准设定、监控或测试可用性或性能，或任何其他竞争性用途，包括但不限于创建与本程序基本相似的程序、产品、服务、技术或软件。

- l. Modify, adapt, alter (except for any such modification, adaptation and/or alteration of Program reported information agreed in any Ecolab Standard Agreement), disassemble, decompile, decode, translate or convert into human readable form, or reverse engineer, all or any part of any Software, Documentation, Product or Service.

对任何软件、文档、产品或服务的全部或任何部分进行修改、改编、更改（相关《艺康标准协议》中约定的对程序报告信息的修改、改编和/或更改除外）、反汇编、反编译、解码、翻译或转换为人类可读形式，或进行逆向工程

- m. Decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization), modify or create a derivative work of the Program by any means whatsoever.

以任何方式对本程序进行反编译、反汇编或反向工程，或试图重建或获取任何源代码（或基本思想、算法、结构或组织）、修改或制作派生作品。

- n. Distribute, disclose or allow use of any portion of the Program or your Account in any format through any timesharing device, service bureau, network or by any other means, to or by any third party.

通过任何分时设备、服务局、网络或任何其他方式，向任何第三方或由任何第三方以任何形式分发、披露或允许使用本程序的任何部分或您的帐户。

- o. Use or access any data, content or materials for any purpose or in any manner other than real-time viewing (which prohibits, for example, screenshots, downloading and storing) unless expressly permitted by the features of the Program.

以任何目的或实时查看（禁止截图、下载和存储等）以外的任何方式使用或访问任何数据、内容或材料，除非程序的功能明确允许。

- p. Use or access the Program or any data, content or materials provided through the Program in violation of international, federal, state or local law or other applicable rules or regulations (including, without limitation, any laws regarding the export of data or software to and from the United States and other countries). If you access the Program from outside the United States, you do so at your own risk and you are solely responsible for compliance with laws of your jurisdiction.

在违反国际、联邦、州或地方法律或其他适用规则或法规（包括但不限于有关数据或软件出口到美国或其他国家的法律）的情况下使用或访问本程序或通过本程序提供的任何数据、内容或材料。如果您从美国境外访问本程序，您将自行承担风险，并全权负责遵守您所在司法管辖区的法律。

- q. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Program, or which, as determine by us, may harm Ecolab or Authorized Users of the Program or expose them to liability.

从事任何其他限制或妨碍他人使用或享受本程序的行为，或经我们认定可能会损害艺康或本程序授权用户或使其承担责任的行为。

9. **Term.** Unless otherwise agreed in any Ecolab Standard Agreement, these Terms shall commence on the Effective Date and continue for 12 months (the "Initial Term"), and shall auto-renew for successive one-year periods thereafter (each additional one-year period to be considered an "Extended Term" and together with the Initial Term, the "Term"), unless terminated at the end of the Initial Term or the end of an Extended Term upon at least 30 days written notice delivered prior to the end of such Initial Term or Extended Term, as applicable.

期限。 除非《艺康标准协议》中另有约定，否则《条款》应自生效日期起生效并持续 12 个月（“初始期限”），并在此后连续一年自动续约（每多一年视为一个“延长期限”，与初始条款合称为“期限”），除非在初始期限结束时或延长期限结束时，在初始期限或延长期限结束前至少提前 30 天书面通知终止（如适用）。

10. **Termination.** These Terms shall continue until terminated: (i) by Ecolab with seven (7) days' prior written notice to Customer for any reason or no reason; (ii) by Customer with 30 days' written notice to Ecolab prior to the end of the applicable Initial Term or Extended Term as set forth in Section 9; (iii) by Ecolab immediately in the event of a breach of the confidentiality or license provisions of these Terms by you or Customer; (iv) by Ecolab in the event of a breach of these Terms or any Ecolab Standard Agreement by Customer which remains uncured 30 days after written notice to the Customer. Upon the effective date of termination of these Terms, Ecolab will immediately cease providing the Program and all usage rights granted to Customer under these Terms, including but not limited to the License, will automatically terminate without any further action by Ecolab. If these Terms are terminated, Ecolab shall provide Customer a reasonable opportunity to remove Customer Data at Customer's sole cost; provided, that if Customer fails to remove such Customer Data within a reasonable time, not to exceed sixty (60) days following such termination, then Ecolab may retain or destroy such Customer Data without liability with respect thereto. Customer will assist Ecolab with expediting the retrieval of any Software, Documentation or Products that remain the ownership of Ecolab, and Customer will make same available to Ecolab for de-installation and removal. Returned Product must be in the same condition as when received by Customer, reasonable and ordinary wear and tear excepted. Termination shall not relieve Customer of its obligations under these Terms with respect to the payment of all fees and other expenses that have accrued up to and including the termination date or that Customer has agreed to pay. Any confidentiality and any indemnification, defense and hold harmless rights and obligations in these Terms, and any other right or obligation of the Parties hereunder that, by its nature, should survive termination or expiration of these Terms, will survive any expiration or termination of these Terms, including without limitation: Sections 3; 4; 5;

6; 8; 10; 12; 13; 14; 15; 16; 17; and 18 and the DPA.

终止。《条款》将继续有效，直至终止：（i）无论出于任何原因或无任何原因，艺康提前七（7）天书面通知客户；（ii）客户在第 9 条规定的适用初始期限或延长期限结束前 30 天书面通知艺康；（iii）在您或客户违反《条款》的保密或许可条款的情况下，由艺康立即终止；或（iv）在客户违反《条款》或相关《艺康标准协议》，且在向客户发出书面通知30天后仍未纠正，由艺康终止。《条款》终止生效之日起，艺康将立即停止提供程序，根据《条款》授予客户的所有使用权（包括但不限于许可）将自动终止，艺康无需采取任何进一步行动。如果《条款》终止，艺康应向客户提供合理的机会删除客户数据，费用由客户承担；但是，如果客户未能在合理的时间内（不超过终止后的六十（60）日）删除此类客户数据，则艺康可以保留或销毁此类客户数据，且对此不承担任何责任。客户应协助艺康加快取回仍归艺康所有的任何软件、文档或产品，并且使其便于艺康卸载和移除。退回的产品必须与客户收到时的状态相同，合理的正常磨损除外。终止不免除客户在《条款》下的支付截至终止日期（包括终止日期）或客户同意支付的所有费用和其他开支的义务。《条款》中的任何保密和任何赔偿、辩护和豁免的权利和义务，以及各方在《条款》下根据其性质应在本协议终止或期满后继续有效的任何其他权利或义务，将在本协议期满或终止后继续有效，包括但不限于第 3、4、5、6、8、10、12、13、14、15、16、17 和 18 条以及DPA。

11. **Fees and Taxes.** Ecolab shall charge a fee for the Program as set forth in the Ecolab Standard Agreement or as otherwise outlined in the specific Program proposal, details, work order, or similar documentation. Except as otherwise agreed between the Parties, all payments are due within 30 days following the invoice date. Without prejudice to its other rights and remedies, if Ecolab does not receive any payment within 30 days from the date it is due, Ecolab may terminate the Program and/or, Subject to the terms of any Ecolab Standard Agreement, assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under Applicable Law, whichever is higher. Customer shall reimburse Ecolab for all reasonable costs related to any proceedings to collect any past-due amounts, including without limitation attorneys' fees and any collection agency cost.

Ecolab reserves the right, at any time, to change any fees or charge fees for using the Program (or to begin charging fees for any free aspects of a Program), provided that such changes will not apply to fees or charges paid prior to the time of the change. We may charge Customer sales tax as applicable to the Program or any order placed through the Program. Customer will be responsible for all other taxes, levies, duties or similar charges.

费用和税费。艺康将按照《艺康标准协议》中的规定或具体程序建议书、详细信息、工作订单或类似文件中的规定收取费用。除非各方另有约定，否则所有款项应在发票日期后 30 天内支付。在不损害其他权利和救济的情况下，如果艺康在付款到期后 30 天内仍未收到任何付款，艺康可终止该程序计划和/或根据相关《艺康标准协议》的条款，对未付金额按每月 1.5% 的费率或适用法律允许的最高费率（以较高者为准）收取滞纳金。客户应向艺康偿还与收取任何逾期未付款项的任何程序相关的所有合理费用，包括但不限于律师费和任何收款代理费用。

艺康保留随时更改任何费用或收取使用本程序的费用（或开始对本程序的任何免费内容收费）的权利，但此类更改不适用于更改前已支付的费用。我们可能会向客户收取适用于本程序或通过本程序下达的任何订单的销售税。客户将承担所有其他税费、征税、关税或类似费用。

12. **Rental and Purchase of Products.** You, on behalf of yourself and the Customer, agree to following terms and conditions for rental or use of Ecolab-owned products or other equipment, parts and/or items ("Equipment") in connection with Program: (a) Equipment shall remain the sole property of Ecolab; (b) Customer shall not use the Equipment with any materials or products other than those recommended or approved by Ecolab; (c) Customer shall not alter the Equipment or permit any third-party to alter or repair the Equipment without Ecolab's prior written authorization; (d) Customer assumes all risk of loss or liability arising from or pertaining to its possession, operation or use of the Equipment, and shall indemnify, defend and hold Ecolab and its Affiliates harmless from all Claims (as defined herein) arising from Customer's possession and use of the Equipment except to the extent damage to the Equipment is caused by Ecolab's or its Affiliates' negligence or willful misconduct. Upon termination of these Terms by either Ecolab or Customer, Customer shall return Equipment to Ecolab at Customer's sole expense in the same condition as received, ordinary wear and tear excepted.

You, on behalf of yourself and the Customer, agree to promptly notify Ecolab in writing of any damage, loss or destruction of Equipment. In the event Equipment is lost, damaged or destroyed, Customer shall pay to Ecolab the cost of replacement, or of repair at Ecolab's standard charges then in effect.

产品的租赁和购买。您代表您自己和客户同意以下条款和条件，用于租赁艺康拥有的产品或其他与程序相关的设备、零件和/或物品（“设备”）：（a）设备仍是艺康的专有财产；（b）客户不得将设备与艺康推荐或批准之外的任何材料或产品一起使用；（c）未经艺康书面授权，客户不得更改设备或允许任何第三方改动或维修设备；（d）客户承担因其拥有、操作或使用设备而产生或与之相关的所有损失或责任风险，并应赔偿、保护艺康及其关联公司，使其免受因客户拥有和使用设备而产生的所有索赔（见下文定义），但设备损坏是由艺康或其关联公司的疏忽或故意不当行为造成的除外。艺康或客户终止《条款》后，客户应按照国家当时的状态将设备归还给艺康，费用由客户自行承担，正常磨损除外。您代表您自己和客户同意在设备发生任何损坏、丢失或毁坏时立即书面通知艺康。如果设备丢失、损坏或毁坏，客户应向艺康支付更换费用或按照艺康当时的标准收费进行维修的费用。

13. **Ecolab Warranties.** EXCEPT TO THE EXTENT OTHERWISE AGREED IN THESE TERMS, THE PROGRAM, SOFTWARE, PRODUCTS, AND DOCUMENTATION ARE PROVIDED TO CUSTOMER “AS IS” AND “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” WITHOUT WARRANTY OF ANY KIND.

艺康保证。除非《条款》另有约定外，程序、软件、产品和文档均按“原样”和“现状”提供给客户，并且不保证没有故障和缺陷，不附带任何类型的担保。

14. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

免责声明；责任限制

- a. ECOLAB DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PROGRAM, SOFTWARE, PRODUCTS OR SERVICES OR THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE. THE WARRANTIES IN ARTICLE 13 ABOVE ARE THE EXCLUSIVE WARRANTIES FROM ECOLAB AND ECOLAB DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. ECOLAB PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATIONS OF ANY KIND THAT THE SOFTWARE, DOCUMENTATION, PRODUCT OR SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE EXTENT ANY PRODUCT OR SERVICE RUNS ON OR RELIES UPON ANY THIRD-PARTY PRODUCT OR SERVICE, ECOLAB SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR SUCH THIRD-PARTY PRODUCT OR SERVICE, VULNERABILITY OF, FLAW OF OR DOWNTIMES CAUSED BY SUCH THIRD-PARTY PRODUCTS OR SERVICES.

艺康不保证程序、软件、产品或服务的不间断或无错误运行，也不保证任何URL或第三方网络服务的寿命。上述第13条中的保证是艺康提供的唯一保证，艺康不提供任何其他明示或暗示的保证，包括适销性、所有权、不侵权、特定用途适用性的保证，以及在交易过程、履行过程、使用或贸易惯例中可能产生的保证。艺康不提供任何保证或承诺，也不做任何形式的陈述，保证软件、文档、产品或服务将满足客户的要求，实现任何预期的结果，与任何其他软件、应用程序、系统或服务兼容或工作，无中断运行，满足任何性能或可靠性标准，或没有错误，或任何错误或缺陷能够或将要被纠正。就任何产品或服务运行于或依赖于任何第三方产品或服务而言，艺康对此类第三方产品或服务、此类第三方产品或服务的漏洞、缺陷或停机不承担任何责任。

- b. CUSTOMER USES PROGRAM AT ITS OWN DISCRETION AND RISK. EXCEPT AND

ONLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CUSTOMER WILL BE SOLELY RESPONSIBLE FOR (AND ECOLAB DISCLAIMS) ANY AND ALL LOSS, LIABILITY OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOFTWARE, DOCUMENTATION, PRODUCTS AND SERVICES INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE OR LOSS TO CUSTOMER'S COMPUTER SYSTEMS, SOFTWARE, WATER TREATMENT SYSTEMS, HEATING AND COOLING SYSTEMS AND OTHER ASSETS, PROPERTY OR ITEMS AT THE LOCATION.

客户自行决定使用程序并承担风险。除适用法律禁止的情况外，且仅在适用法律禁止的范围内，对于因客户使用软件、文档、产品和服务而导致的任何及所有损失、责任或损害，客户将独自承担责任（艺康不承担责任），包括但不限于人身伤害、财产损害，包括但不限于客户的计算机系统、软件、水处理系统、加热和冷却系统以及该场所的其他资产、财产或物品的损害或损失。

- c. UNLESS PROHIBITED OR RESTRICTED BY LAW, ECOLAB'S AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS, CUMULATIVE AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO ECOLAB DURING THE TRAILING SIX-MONTH PERIOD PRIOR TO THE DATE ANY SUCH CLAIM AROSE.

除非法律禁止或限制，否则艺康及其关联公司（包括其任何或其各自的许可方）对因《条款》而产生的或与《条款》相关的索赔所承担的累计责任总额，不得超过客户在任何此类索赔发生之日前六个月内向艺康支付的费用总额。

- d. UNLESS PROHIBITED OR MODIFIED BY LAW AND EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND FRAUD, NEITHER ECOLAB, NOR ITS AFFILIATES OR ANY OF ITS RESPECTIVE LICENSORS OF ECOLAB, WILL BE LIABLE TO YOU OR TO CUSTOMER FOR ANY INDIRECT, ECONOMIC, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR, WHETHER DIRECT OR INDIRECT, ANY LOST PROFITS, LOSS OF BUSINESS REVENUES OR EARNINGS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF SAVINGS, LOSSES BY REASON OF COST OF CAPITAL, A FAILURE TO REALIZE EXPECTED SAVINGS OR DELAYS, LOSS OR INTERRUPTION OF SERVICE, SYSTEMS OR SYSTEMS SERVICE FAILURES, MALFUNCTION OR SHUTDOWN, OR FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, DOCUMENTATION, PRODUCTS OR THE FAILURE TO TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR ANY BREACHES IN SYSTEM SECURITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN CONNECTION WITH THE ACTIONS UNDER THESE TERMS, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO ECOLAB, AND REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), VIOLATION OF ANY APPLICABLE UNFAIR OR DECEPTIVE TRADE PRACTICES ACT, OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE.

除非法律禁止或修改，除重大过失、故意不当行为和欺诈，否则无论是艺康还是其关联公司或其各自的许可方，均不对您或客户的任何间接的、经济的、后果性的、附带的、惩戒性的、惩罚性的或特殊损害，或任何直接或间接的利润损失、商业收入或收益损失、使用损失、数据损失或损坏、储蓄损失、资本成本损失、未能实现预期储蓄或延迟、服务损失或中断、系统或系统服务故障、故障或关闭或因任何使用、中断、延迟或无法使用软件、文档、产品或未能转移、读取或传输信息、未能更新或提供正确的信息、系统不兼容或提供不正确的兼容性信息或任何违反系统安全的行为，由此直接或间接产生的，或与《条款》下的行为有关的任何索赔负责，无论此类损害是否可以合理预见或其可能性是否已向艺康披露，也无论索赔是否基于合同、担保、侵权行为（包括过失和严格责任）、违反任何适用的不公平或欺骗性贸易惯例法或任何其他法律或公平原则。

15. **Indemnity.**

赔偿

- a. Without limiting Customer's obligations set forth in these Terms, Customer shall defend, indemnify and hold harmless Ecolab and its Affiliates, and their officers, directors, employees and representatives, from and against all claims, judgments, damages, liabilities, actions, demands, costs, expenses, or losses, including, without limitation, reasonable attorneys' fees and costs related thereto ("Claim"), to the extent resulting from, arising out of, or in connection with or related to: (i) Customer's, its Authorized User or Customer's Affiliate's, and your, use, misuse, or access of the Program, Software, Deliverables, Products or Services or materials or information related thereto; or (ii) violation of any Applicable Law by Customer, its Affiliates, you, or any other third party on behalf of Customer. Customer's obligations under this Section 15 will not apply to the extent any Claims are the result of Ecolab's gross negligence or willful misconduct. Customer will promptly notify Ecolab in writing of the respective Claim, and will permit the Customer to investigate, settle, defend and solely control such defense or settlement, provided that such settlement does not impose obligations upon Ecolab. Ecolab will reasonably cooperate, at Customer's cost, in the investigation and defense of such matters. Ecolab will have the right, but not the obligation, to be represented by counsel of its own selection and at its own sole expense.

在不限制《条款》中规定的客户义务的情况下，对于所有索赔、判决、损害赔偿、责任、诉讼、要求、成本、费用或损失，包括但不限于合理的律师费和相关费用（下称“索赔”），客户应为艺康及其关联公司及其高级职员、董事、员工和代表辩护、进行赔偿并使其免受损害：(i) 客户、其授权用户或客户关联方以及您使用、误用或访问程序、软件、交付物、产品或服务或与之相关的材料或信息；或 (ii) 客户、其关联方、您或代表客户的任何其他第三方违反任何适用法律。客户在第15条下的义务不适用于因艺康的重大过失或故意不当行为导致的任何索赔。客户将立即将相关索赔以书面形式通知艺康，并允许客户调查、解决、辩护并单独控制此类辩护或和解，前提是此类和解不会给艺康带来任何责任。艺康将合理配合此类事件的调查和辩护，费用由客户承担。艺康有权利但无义务自行选择代理律师并自行承担费用。

- b. If a credible claim is made by a third party that the Software, Documentation, Products or Services or any portion thereof infringes a U.S. patent, copyright, trademark or misappropriates a trade secret, upon receipt of Customer's notice of such Claim, Ecolab will have the option, in its sole discretion, to (i) replace such Software, Documentation, Product or Service with software, documentation, product or service that is non-infringing; (ii) modify such Software, Documentation, Product or Service to make it non-infringing; or (iii) remove such Software, Documentation, Product or Service and refund to Customer all applicable fees paid to Ecolab after deduction of an appropriate charge based on use by Customer prior to such removal of such Software, Documentation, Product or Service. The foregoing is your and Customer's sole remedy, and Ecolab's sole responsibility, for any Claim of third-party infringement based on the Software, Documentation, Products or Services. The foregoing shall not apply in the event any Claim arises out of (a) any Software, Documentation, Products or Services that have been altered or modified by any party other than Ecolab or (b) the use of any product in combination with other equipment and materials not furnished directly by Ecolab.

如果第三方提出可信的索赔，称软件、文档、产品或服务或其任何部分侵犯了美国专利、版权、商标或盗用了商业秘密。在收到客户的此类索赔通知后，艺康将有权自行决定 (i) 以不侵权的软件、文档、产品或服务替换此类软件、文档、产品或服务；(ii) 修改此类软件、文档、产品或服务，使其不侵权；或 (iii) 删除此类软件、文档、产品或服务，并在删除此类软件、文档、产品或服务之前，根据客户的使用情况扣除适当费用后，向客户退还支付给艺康的所有适用费用。上述规定是您和客户的唯一补救措施，也是艺康的唯一责任。上述规定不适用于以下情况引起的任何索赔：(a) 任何软件、文档、产品或服务被非艺康的任何一方更改或修改，或 (b) 将任何产品与非艺康直接提供的其他设备和材料结合使用。

- c. Notwithstanding anything to the contrary herein, Ecolab will have no liability for any Claim

based on or relating to: (i) Customer Data as provided or made available by Customer; (ii) any modification of the Program including Software, Documentation, Products or Services not authorized in writing by Ecolab; or (iii) the use of the Program Software, Documentation, Products and/or Services other than in accordance with these Terms.

即使《条款》中有任何相反的规定，艺康对基于以下原因或与以下原因有关的任何索赔不承担任何责任：（i）客户提供的或因客户导致可获得的客户数据；（ii）未经艺康书面授权而修改程序，包括软件、文档、产品或服务；或（iii）未按照《条款》使用程序软件、文档、产品和/或服务。

16. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law, merger, change of control, consolidation, reorganization or otherwise, without Ecolab's prior written consent, which consent Ecolab may give or withhold in its sole discretion. No delegation or other transfer will relieve Customer of any of its obligations or performance under these Terms. Ecolab may assign all or part of these Terms without Customer's consent. Ecolab is expressly permitted to utilize subcontractors which may include the disclosure to a subcontractor of Customer Data, provided that such subcontractor has agreed to reasonable means to keep Customer Data confidential.

转让。 未经艺康事先书面同意，客户不得转让或以其他方式转移其在《条款》下的任何权利，或委托或以其他方式转移其在《条款》下的任何义务或履行义务，无论是自愿或非自愿、通过法律、合并、控制权变更、整合、重组或以其他方式，艺康可自行决定给予或拒绝给予该等同意。任何委托或其他转让都不会解除客户在《条款》下的任何义务或履行义务。艺康可在未经客户同意的情况下转让《条款》的全部或部分内容。明确允许艺康利用分包商，其中可能包括向分包商披露客户数据，但前提是该分包商已同意采取合理的方式对客户数据保密。

17. **Intellectual Property.** Without limiting Customer's obligations set forth in any Ecolab Standard Agreement or these Terms, Customer shall promptly notify Ecolab if Customer becomes aware of any infringement of Ecolab's Intellectual Property Rights in Software, Documentation, Products or Services and fully cooperate with Ecolab in any legal action taken by Ecolab to enforce its Intellectual Property Rights.

知识产权。 在不限制相关《艺康标准协议》或《条款》中规定的客户义务的前提下，如果客户发现艺康在软件、文件、产品或服务方面的知识产权受到任何侵犯，客户应立即通知艺康，并在艺康为执行其知识产权而采取的任何法律行动中与客户充分合作。

18. **General.**

一般约定

- a. Unless otherwise agreed in writing, to the extent any terms or conditions of these Terms vary from or conflict with any preexisting Ecolab Standard Agreement between the Parties, the terms and conditions of such Ecolab Standard Agreement shall govern and have precedence with respect to the matters covered by these Terms, including without limitation the Program, Software, Documentation, Products or Services. In the event of a conflict between the terms of any Ecolab Standard Agreement and these Terms including the DPA and any other terms, the terms in the following order shall govern over terms contained in subsequent documents: portions of any Ecolab Standard Agreement that expressly calls out the particular sections or provisions in these Terms that are intended to be amended shall control and take precedence, followed by these Terms, the remainder of any Ecolab Standard Agreement and the DPA, and finally any other mutually agreed terms. You agree that any representations and warranties made by you together with any covenants or obligations you have assumed, in these Terms shall be made jointly and severally with Customer.

除非另有书面约定，如果《条款》中的任何条款或条件与双方之前存在的相关《艺康标准协议》不同或冲突，则对于《条款》所涉及的事项（包括但不限于程序、软件、文档、产品或服务），应以该《艺康标准协议》的条款和条件为准并享有优先权。如果相关《艺康标准协议》的条款与《条款》（包括DPA和任何其他条款）发生冲突，则以下顺序的条款优先于后续文件中包含的条款：相关《艺康标准协议》中明确指出《条款》中

要修订的特定章节或条款的部分应受《条款》的约束并优先，其次是《条款》相关《艺康标准协议》和DPA的其余部分，最后是任何其他双方同意的条款。您同意，您在《条款》中做出的任何陈述和保证以及您承担的任何契约或义务均应由您与客户共同和单独做出。

- b. Neither you nor Customer, on the one hand, and Ecolab, on the other hand, will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform any or all part of these Terms if such delay or failure is caused, in whole or in part, by events or occurrences or causes beyond the reasonable control and without the gross negligence of the applicable Party (each such event, "Force Majeure"). Such events and occurrences would include, without limitation, acts of God, strikes, lock outs, riots, acts of war, earthquakes, fires, pandemics, and explosions. For the avoidance of doubt, Customer's inability to pay the applicable fees to Ecolab for any reason shall not constitute an event of Force Majeure.

如果延迟或未能履行《条款》的任何或所有部分，全部或部分是由于超出适用方合理控制范围且无重大过失的事件、事故或原因造成的，则您或客户以及艺康均不对另一方承担因延迟或未能履行《条款》的任何或所有部分而导致的任何损失或损害的任何责任（每个此类事件均称为"不可抗力"）。此类事件和事故包括但不限于天灾、罢工、停工、暴乱、战争、地震、火灾、大流行病和爆炸。为免生疑问，客户因任何原因无法向艺康支付适用费用均不构成不可抗力事件。

- c. These Terms shall in all respects as to its validity, interpretation, construction and enforcement be governed by and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws rules, provisions or statutes of any jurisdiction. In the event a dispute arising under these Terms results in litigation, the non-prevailing Party shall pay the court costs and reasonable attorneys' fees of the prevailing Party. The Parties agree that the exclusive jurisdiction for resolution of any disputes arising out of or in connection with the execution, performance and/or termination of these Terms shall be competent courts in the State of Minnesota. The Parties agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms.

《条款》在其有效性、解释、成立和执行等所有方面均受明尼苏达州法律管辖，并根据明尼苏达州法律进行解释，不考虑任何司法管辖区的法律冲突规则、规定或法规。如果《条款》下产生的争议导致诉讼，非胜诉方应支付胜诉方的诉讼费和合理的律师费。双方同意，因执行、履行和/或终止《条款》而产生的或与之相关的任何争议，应由明尼苏达州的主管法院作为解决争议的专属管辖法院。双方同意，《联合国国际货物销售合同公约》不适用于《条款》。

- d. Notice to Ecolab: Any notice or other communication required or permitted hereunder shall be given in writing to Ecolab at 1 Ecolab Place, St. Paul, Minnesota, 55102 USA, Attn: General Counsel, or at such other addresses as shall be given by Ecolab to Customer in writing. Such notice shall be deemed to have been given when (a) delivered personally, (b) sent via certified mail (return receipt requested) (c) sent via cable, telegram, telex, email, telecopier, fax (all with confirmation of receipt), or (d) by recognized air courier service. Notice to Customer: Ecolab may provide any notice to Customer using electronic means, whether through the Program or email. Notices sent by email shall be deemed to have been given when Ecolab sends the email and notices sent via the Program shall be deemed given when posted. If Ecolab sends notice by email, it shall use the email address affiliated with your Account.

给艺康的通知：《条款》要求或允许的任何通知或其他通信应以书面形式发给艺康，地址为1 Ecolab Place, St. Paul, Minnesota, 55102 USA, Attn: General Counsel，或由艺康以书面形式提供给客户。此类通知在以下情况应当视为已经发出：（a）亲自递送，（b）通过挂号信（要求回执）发送，（c）通过有线、电报、电传、电子邮件、电传复印机、传真发送（均附有回执），或（d）通过公认的航空快递服务发送。给客户的通知：艺康可以使用电子方式向客户提供任何通知，无论是通过程序还是电子邮件。通过电子邮件发送的通知应在艺康发送电子邮件时被视为已经发出，通过程序发送的通知应在发布时被视为已经发出。如果艺康通过电子邮件发送通知，则应使用与您的帐户关联的电子邮件

地址。

- e. To the extent any Ecolab Standard Agreement between you or Customer on one hand and Ecolab on the other is not previously in effect, these Terms shall constitute all of the terms and conditions agreed upon by you, Customer, and Ecolab with respect to Program, though these terms may be superseded by a separate, signed agreement that specifically indicates that it supersedes these Terms.

如果您或客户与艺康之间的任何《艺康标准协议》之前未生效，则这些条款应构成您、客户和艺康就程序达成的所有条款和条件，尽管这些条款可能被单独签署的协议所取代，该协议明确表示取代《条款》。

- f. Notwithstanding the provisions of Section 18(a) hereof, the Parties agree that these Terms (excluding the fees for the remainder of the annual subscription) may be modified at any time by Ecolab by posting a revised version on this web page (and appropriately linked on the Program login or other pages upon which these Terms previously appeared), or by otherwise notifying you in accordance with Section 18(d) above. The modified terms will become effective, unless otherwise agreed in these Terms or the Ecolab Standard Agreement, upon posting, or, if Ecolab notifies Customer via another method, as stated in such message. By continuing to use the Products or Services after the effective date of any amendments or modifications to these Terms, Customer agrees to be bound by the modified terms.

尽管有第18（a）条的规定，双方同意，《条款》（不包括年度订阅的剩余费用）可由艺康随时修改，修改方式为在程序门户网站上发布修订版（并在登录页面或出现本条款之前的其他页面上进行适当链接）或根据上述第18（d）条以其他方式通知您。除非《条款》或《艺康标准协议》中另有约定，否则修改后的条款将在发布后生效，或者，如果艺康通过其他方式通知客户，则在此类信息中说明。在《条款》的任何修订或修改生效后继续使用产品或服务，客户同意受修改条款的约束。