

CLOUDERA (SHANGHAI) SOFTWARE CO., LTD. / 肯睿（上海）软件有限公司 ONE-TIME RESELLER AGREEMENT / 一次性经销商协议 (ON-LINE VERSION) / （线上版本）	
(Applicable to Cloudera (Shanghai) Software Co., Ltd. order forms only)	(仅限适用于肯睿（上海）软件有限公司订单)
02/11/2025	2025年2月11日
THIS ONE-TIME RESELLER AGREEMENT (“AGREEMENT”) IS BETWEEN YOU (“YOU” OR “RESELLER”) AND CLOUDERA (SHANGHAI) SOFTWARE CO., LTD., LOCATED AT ROOM R-90, NO. 599, YUE LUO ROAD, BAOSHAN DISTRICT SHANGHAI 200942 PEOPLE’S REPUBLIC OF CHINA, AND ITS AFFILIATES (“CLOUDERA”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU ARE AN EMPLOYEE OR AGENT OF SUCH COMPANY OR OTHER ENTITY AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY OR OTHER ENTITY.	本一次性经销商协议（“协议”）由您（“您”或“经销商”）与肯睿（上海）软件有限公司（地址：上海市宝山区月罗路 559 号 R-90 室）及其关联公司（统称“肯睿”）签订。如果您是代表一家企业或其他实体签订本协议，您声明您是该企业（或其他实体）的雇员或代理人，并且您有权代表该企业（或其他实体）签订本协议。
BY ACCEPTING THIS AGREEMENT BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, RESELLER AGREES THAT THE RESALE OF THE CLOUDERA PRODUCTS LISTED IN THE ORDER FORM TO THE END USER IDENTIFIED IN THE ORDER FORM IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.	通过执行引用本协议的订单来表明接受本协议，经销商同意向订单中列明的最终用户分销订单中列出的肯睿产品适用本协议之条款与条件。
All references in this Agreement to the “purchase” or “sale” of the Cloudera Software will mean, with respect to all such Cloudera Software that is covered by Intellectual Property Rights owned by Cloudera (or to which Cloudera has rights), the acquiring or granting, respectively, of a license to use such Cloudera Software, and to exercise any other rights pertaining to such Cloudera Software which are expressly set forth herein.	在本协议中肯睿软件之“购买”或“出售”意指，就肯睿拥有或享有权利的知识产权所涵盖的该等肯睿软件而言，分别获得或授予使用该等肯睿软件的许可及行使本协议明确约定的、与该等肯睿软件有关的任何其他权利。
1. Definitions. For the purposes of this Agreement, the following terms will have the following meanings:	1. 定义。为本协议之目的，以下术语具有以下含义：
1.1 “Affiliate” means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls, or with respect to which a party is under common control with such legal entity. For the purposes of this definition, “control” means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by management agreement, by contract, or otherwise. Any such entity will be considered an Affiliate for only such time as such interest or control is maintained.	1.1 “关联公司”意指一方直接或间接地拥有超过百分之五十（50%）股份或投票权或控制权的任何法律实体，或一方与该等法律实体处于共同控制的法律实体。就本定义而言，“控制”意指直接或间接地拥有规制一个实体之管理和政策的权力，无论是通过所有权、管理协议、合同，亦或是通过其他方式。任何该等实体仅在该等利益或控制维持期间被认为是关联公司。
1.2 “Cloudera Online Services” means online services offerings as identified in the applicable Order Form that are provided by Cloudera, using hosted Cloudera Software, as cloud-based services. Cloudera Online Services may also utilize Cloudera Software, which is distributed to Customer.	1.2 “肯睿在线服务”意指在相关订购单中所明确的、由肯睿利用托管的肯睿软件以基于云的服务形式提供的在线服务产品。肯睿在线服务也可能会使用分销给客户的肯睿软件。
1.3 “Cloudera Product & Service Data Policy” is Cloudera’s policy which describes Cloudera’s collection, use, storage, and otherwise processing of data related to the End Customer (including any Customer Affiliate) and to the End Customer’s use of Cloudera Products and Services in connection with agreements or terms and conditions in place between the parties. The Cloudera Product & Service Data Policy can be found at the following link: The Cloudera Product & Service Data Policy .	1.3 “肯睿产品与服务数据政策”意指由肯睿制定的政策，该政策描述了肯睿对与最终客户（包括任何客户关联公司）相关的数据以及最终客户根据双方之间现有协议或条款和条件使用肯睿产品及服务过程中所涉及的数据的收集、使用、存储及其他处理方式。肯睿产品与服务数据政策参见以下链接： 肯睿产品与服务数据政策 。
1.4 “Cloudera Products” means Cloudera offerings as follows: (i) for Cloudera’s on-premise offerings, Subscriptions to use the applicable Cloudera on-premises offering identified in the Order Form together with the associated Support Services during the Subscription Period in accordance with the terms of the	1.4 “肯睿产品”意指肯睿所提供的如下产品：（i）就肯睿的本地部署产品而言，指依据最终客户协议之条款，在订阅期内订阅使用订购单中所明确的适用的肯睿本地部署产品及与之相关的支持服务；（ii）就肯睿

<p>End Customer Agreement, (ii) for Cloudera's hosted, cloud-based offerings, the right to use the Cloudera Online Services identified in the Order Form during the Subscription Period in accordance with the terms of the End Customer Agreement, (iii) Cloudera Professional Services, and/or (iv) Cloudera Training Packages, all as set forth in the Order Form.</p>	<p>的托管式、基于云的产品而言，指依据最终客户协议之条款，在订阅期内有权使用订购单中确定的肯睿在线服务；（iii）肯睿专业服务；及/或（iv）肯睿培训套餐，上述所有产品均以订购单中所载明的内容为准。</p>
<p>1.5 "Cloudera Professional Services" means the Cloudera professional and/or consulting services offerings performed or to be performed by Cloudera, as may be set forth in the Order Form.</p>	<p>1.5 "肯睿专业服务"意指由肯睿已执行或将要执行的专业和（或）咨询服务产品，具体内容以订单中规定的为准。</p>
<p>1.6 "Cloudera Software" means the software that is included in the Cloudera Products, including software that is distributed to End Customer as part of Cloudera's on-premises offerings, the hosted software that is part of a Cloudera Online Service, or any software distributed to End Customer as part of and/or to enable the delivery of Cloudera Online Services (including software deployed to a Workload Environment and/or On-Premise/Private Cloud Environment, as such terms are defined in the Cloudera Product & Service Data Policy).</p>	<p>1.6 "肯睿软件"意指纳入肯睿产品范畴的软件，具体包含：作为肯睿本地部署产品组成部分而分销给最终客户的软件；作为肯睿在线服务构成部分的托管软件；作为肯睿在线服务的一部分及/或为实现肯睿在线服务交付目的而分销给最终客户的任何软件（其中包括部署至工作负载环境及/或本地/私有云环境的软件，相关术语定义详见肯睿产品与服务数据政策）。</p>
<p>1.7 "Cloudera Training Packages" means Cloudera training services as may be set forth in the Order Form, including all Training Materials. For purposes of Cloudera Training Packages, "Training Materials" means the course slides, OnDemand videos and other documentation including the training exercises and labs provided in conjunction with Cloudera Training Packages.</p>	<p>1.7 "肯睿培训套餐"意指订单中列明的肯睿培训服务，其中包含所有培训资料。就肯睿培训套餐而言，"培训资料"指与肯睿培训套餐一起提供的课程幻灯片、点播视频和其他文件，包括培训练习和实验室。</p>
<p>1.8 "End Customer" or "End User" means the end user entity named on the Order Form purchasing the Cloudera Product(s) for its internal use, and not for resale, lease, loan or redistribution.</p>	<p>1.8 "最终客户"或"最终用户"意指订单中指定的、为了其内部使用（不得转售、出租、出借或再分销）而购买肯睿产品的最终用户实体。</p>
<p>1.9 "Intellectual Property Rights" means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.</p>	<p>1.9 "知识产权"意指为任何司法管辖区认可的所有专利、版权、精神权利、商标、商业秘密和任何其他形式的知识产权，包括前述任何一项的申请和注册。</p>
<p>1.10 "Metrics" means the license usage, subscription metrics, and/or support entitlement metrics necessary to meter End Customer's usage of Cloudera Products and Services (as defined in the applicable Order Form) for purposes of ensuring compliance with its contractual obligations, conducting billing and invoicing, planning migrations and upgrades, and otherwise managing End Customer's account and subscriptions. Such Metrics may include, but are not limited to, the following: Nodes, Cores, Unique Identifiers, and Capacity Under Management. Definitions for the various Metrics can be found at: https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-licensed-metrics.html.</p>	<p>1.10 "度量指标"意指许可证使用、订阅及/或支持权益相关指标，用于计量最终客户对肯睿产品和服务（定义见相应订单）的使用情况，以确保其履行合同义务、完成计费开票、规划迁移升级，以及管理最终客户账户与订阅。该等指标可以包括但不限于以下内容：管理项下的节点、核心、唯一标识符和能力。各种指标的定义可以在以下网址找到：https://www.cloudera.com/legal/commercial-terms-and-conditions/cloudera-licensed-metrics.html。</p>
<p>1.11 "Open Source Software" means any Third-Party Software and the functionalities therein, as included in or distributed with Cloudera Software, which are generally available and obtained by Cloudera via an inbound license as freeware, shareware, or open source software under the Mozilla Public License, BSD, GNU General Public License or the Apache Software License, or under or pursuant to similar licensing or distribution models. For the avoidance of doubt, Open Source Software shall remain categorized as Open Source Software for the purposes of interpreting the End Customer Agreement despite subsequent modifications by Cloudera prior to distribution to Customer.</p>	<p>1.11 "开源软件"意指包含于肯睿软件之中或随其一同分销的任何第三方软件及其所涉功能。此类软件通常可公开获取，肯睿依据 Mozilla 公共许可证、BSD 许可证、GNU 通用公共许可证、Apache 软件许可证，或遵循与之类似的许可或分销模式，通过引入许可，以免费软件、共享软件或开源软件的形式获取。为避免疑义，就最终客户协议的解释而言，即便开源软件在被肯睿分销给客户之前已由其作出后续修改，该等开源软件仍应归类为开源软件。</p>
<p>1.12 "Order Form" means the order form for Cloudera Products to which this Agreement is attached.</p>	<p>1.12 "订单"意指附于本协议的、有关肯睿产品的订单。</p>
<p>1.13 "Pre-Existing Property" means any and all Intellectual Property Rights owned or controlled by Cloudera prior to the effective date of the applicable Order Form, including, but not limited to, the Intellectual Property Rights in and to Cloudera Software, and any and all modifications thereto and derivative works thereof.</p>	<p>1.13 "既有财产"意指相关订单生效日期之前肯睿已拥有或控制的任何和所有知识产权，包括但不限于肯睿软件及其修改和衍生品的知识产权。</p>

<p>1.14 “Services” means collectively the Cloudera Professional Services and Cloudera Training Packages purchased by Reseller for the End Customer under the Order Form as stand-alone services or as part of a Subscription.</p>	<p>1.14 “服务”意指订单项下之由经销商为最终客户作为独立服务或涵盖在订阅中所购买的肯睿专业服务和肯睿培训套餐的统称。</p>
<p>1.15 “Subscription” means a Cloudera offering that provides the End Customer the right to access and use Cloudera Software, along with associated Support Services, or use a Cloudera Online Service during the term of the applicable Subscription Period.</p>	<p>1.15 “订阅”意指肯睿所提供的产品，该产品赋予最终客户在相应订购期内，享有访问及使用肯睿软件及其相关支持服务的权利，或享有使用肯睿在线服务的权利。</p>
<p>1.16 “Subscription Period” means the period of time identified in the Order Form, for which Reseller is purchasing for the End Customer, and the End Customer will be entitled to the benefits of, the applicable Subscription.</p>	<p>1.16 “订购期”意指订单中界定的时间段，在此期间，经销商为最终客户购买适用的订阅服务，且最终客户有权享受该订阅服务带来的权益。</p>
<p>1.17 “Support Services” means the technical support and software maintenance provided by Cloudera and included as part of Subscriptions for the various Cloudera Products, as further described in the End Customer Agreement.</p>	<p>1.17 “支持服务”意指由肯睿提供的技术支持和软件维护服务，此类服务包含在针对各类肯睿产品的订阅服务当中，详见最终客户协议之规定。</p>
<p>1.18 “Third-Party Software” means the copyrighted, patented and/or otherwise legally protected software and/or material of third parties that is licensed to, sublicensed to, and/or otherwise distributed or made available by Cloudera to Reseller for the End Customer. Third-Party Software includes Open Source Software.</p>	<p>1.18 “第三方软件”指肯睿向客户授予许可、分许可以及/或以其他方式针对最终客户向经销商发行或提供的拥有版权、专利和/或以其他方式受法律保护的第三方软件和/或资料。第三方软件包含开源软件。</p>
<p>1.19 “Work Product” means all tangible materials (including but not limited to drawings and documentation) delivered by Cloudera to the End Customer in the course of Cloudera’s performance of Cloudera Professional Services that are created for the End Customer as set forth in an Order Form for Cloudera Professional Services; provided, however, that Work Product expressly excludes any and all: (i) Pre-Existing Property; (ii) Cloudera Training Materials; (iii) related documentation; (iv) improvements, modification, enhancements, or extensions to or derivative works of Pre-Existing Property created or developed by Cloudera during the course of performing Services that have or could have general applicability to Cloudera’s customers (“General Enhancements”); and (v) ideas, processes, programs, Cloudera Software, and developments of general application throughout all industries or a single industry that are discovered, created or developed by Cloudera during the course of performing the Services (“Cloudera IP”), provided that General Enhancements and Cloudera IP will never include any of the End Customer’s Confidential Information.</p>	<p>1.19 “工作成果”意指肯睿在提供肯睿专业服务过程中交付给最终客户的所有有形材料（包括但不限于图纸和文档），而该等材料是如订单所载为履行肯睿专业服务的目的而为最终客户所创建；但是，工作成果明确排除以下任何和所有内容：（i）既有财产；（ii）肯睿培训材料；（iii）相关文档；（iv）在为肯睿客户提供具有或可能具有普遍适用性服务过程中由肯睿创建或开发的对既有财产的改进、修改、增强、扩展或衍生作品（“通用增强功能”）；以及（v）肯睿在履行服务过程中发现、创建或开发的、普遍适用于所有行业或单一行业的创意、流程、程序、肯睿软件、开发成果（“肯睿知识产权”），前提是通用增强成果和肯睿知识产权永远不会包含客户的任何保密信息。</p>
<p>2. Grants; Restrictions.</p>	<p>2. 授予；限制条件。</p>
<p>2.1 Cloudera Products. Subject to the terms and conditions of this Agreement and the Order Form, Cloudera hereby grants to Reseller, during the Term, a non-exclusive, limited and revocable license to market, promote, offer to sell, distribute and sell the Cloudera Software to the End Customer for the duration of the Subscription Period.</p>	<p>2.1 肯睿产品。在遵守本协议和订单的条款和条件的前提下，肯睿特此向经销商授予在此期限内的非专有的、有限的且可撤销的许可，以在订购期向最终客户营销、促销、要约出售、分销及销售肯睿订阅产品。</p>
<p>2.2 Cloudera Services. Subject to the terms and conditions of this Agreement and the Order Form, Cloudera hereby grants to the Reseller, during the Term, a non-exclusive, limited and revocable license to market, promote, offer to sell, distribute and sell the Cloudera Professional Services and Cloudera Training Packages to the End Customer.</p>	<p>2.2 肯睿服务。在遵守本协议和订单的条款和条件的前提下，肯睿特此向经销商授予在此期限内的非专有的、有限的且可撤销的许可，以在订购期向最终客户营销、促销、要约出售、分销及销售肯睿专业服务和肯睿培训套餐。</p>
<p>3. Orders Forms; End Customer Agreements; Delivery; Support.</p>	<p>3. 订单；最终客户协议；交货；支持。</p>

<p>3.1 End Customer Orders. As between the parties, Reseller will be solely responsible for: (i) soliciting and procuring an applicable order from the End Customer for the sale of Cloudera Products; and (ii) determining the prices at which Reseller will sell the Cloudera Products to the End Customer.</p>	<p>3.1 最终客户订单。在双方之间，经销商将独自负责：（i）招揽最终客户并获得销售肯睿产品的订单；和（ii）确定经销商向最终客户销售肯睿产品的价格。</p>
<p>3.2 End Customer Agreement. Prior to the End Customer receiving access to Cloudera Products that it has purchased through Reseller, Reseller will require the End Customer to affirmatively accept and/or execute, as applicable, Cloudera's enterprise subscription master agreement and/or a separate agreement as may be required for any specific Cloudera Product, e.g., Cloudera Online Services, Cloudera Training Packages, or Cloudera Professional Services, as applicable (each an "End Customer Agreement"). Each End Customer Agreement will be made available to the End Customer via Cloudera's End Customer website portal (the "Customer Portal") for affirmative acceptance or provided separately by Reseller to End Customer for execution. Reseller will ensure that the End Customer receives instructions for how to access and accept the End Customer Agreement. Reseller will cooperate with any requests from Cloudera with respect to Cloudera's procurement or enforcement of the End Customer Agreement. Cloudera reserves the right, at any time and in Cloudera's sole discretion, to terminate any End Customer Agreement pursuant to the terms in the applicable End Customer Agreement.</p>	<p>3.2 最终客户协议。在最终客户收到访问肯睿产品的接口之前其应已通过经销商购买该等产品，经销商应要求最终客户肯定性接受和/或签署（如适用）肯睿企业订阅主协议和/或任何特定肯睿产品（如肯睿在线服务、肯睿培训套餐，或肯睿专业服务（如适用））所需的单独协议（每一个协议称为“最终客户协议”）。每个最终客户协议将通过肯睿最终客户门户网站（“客户门户网站”）提供给最终客户以便肯定性接受该等协议，或由经销商单独提供给最终客户以便其签署。经销商将确保最终客户接收到如何访问并接受最终客户协议的指令。经销商将配合肯睿作出的、与其采购或履行最终客户协议相关的任何请求。肯睿保留根据可适用的最终客户协议之条款，在任何时间且独自决定终止任何最终客户协议的权利。</p>
<p>3.3 Delivery of Cloudera Products. Following the execution of this Agreement by Cloudera and Reseller and Cloudera's receipt of Reseller's purchase order, Cloudera will: (i) furnish to Reseller any registration information for Reseller to provide to the End Customer (including, without limitation, any hyperlinks to the Customer Portal) so as to enable such End Customer to receive access to, and/or to download, the Cloudera Software; and/or (ii) provide the End Customer with the Cloudera Training Packages or Cloudera Professional Services pursuant to the Order Form.</p>	<p>3.3 肯睿产品的交付。在肯睿和经销商签署本协议且肯睿收到经销商的订单后，肯睿将：（i）向经销商提供其提供给最终客户的任何注册信息（包括但不限于客户门户的任何链接），以使该等最终客户收到访问肯睿软件和/或下载肯睿软件的接口；和/或（ii）根据订单向最终客户提供肯睿培训套餐或肯睿专业服务。</p>
<p>3.4 End Customer Warranties and Support Services. Cloudera will provide its standard Support Services to the End Customer as set forth in the terms of the End Customer Agreement. Cloudera's warranty obligations to the End Customer are limited to those obligations, if any, in the End Customer Agreement. Reseller will: (i) promptly transfer to Cloudera any Support Service inquiries from the End Customer received by Reseller for resolution by Cloudera; and (ii) promptly report to Cloudera all complaints from the End Customer relating to the Cloudera Products (including any warranty claims). Notwithstanding the foregoing, Reseller will cooperate with Cloudera in addressing any End Customer complaints concerning the Cloudera Products and will take any necessary action to resolve such complaints as may be requested by Cloudera.</p>	<p>3.4 最终客户保修和支持。肯睿将向最终客户提供最终客户协议之条款列明的标准支持服务。肯睿对最终客户的保修义务仅限于最终客户协议中的义务（如有）。经销商应：（i）立即将其收到的、来自最终客户的任何支持服务咨询转交给肯睿，以供肯睿解决；和（ii）将最终客户关于肯睿产品（包括任何保修索赔）的所有投诉迅速地报告给肯睿。尽管有上述规定，经销商应与肯睿合作解决有关肯睿产品的任何最终客户投诉并采取肯睿可能要求的任何必要措施以解决该等投诉。</p>
<p>4. Compliance with Laws.</p>	<p>4. 遵守法律。</p>
<p>4.1 Export Control Laws. Reseller acknowledges that the laws and regulations of the United States restrict the export and re-export of software, commodities and technical data of United States origin, which laws and regulations include, but are not limited to, the Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), and sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users (collectively, "Export Control Laws"). Reseller will comply with all Export Control Laws in dealing with the Cloudera Products. Reseller represents and warrants that it will not sell, export (including "deemed" exports), re-export, transship, transfer, transmit, divert or otherwise dispose of the Cloudera Products, directly or indirectly to any person, firm, entity, or country prohibited by applicable Export Control Laws, or for any purpose prohibited by Export Control Laws, including, without limitation, nuclear, chemical or biological weapons proliferation development of missile technology, or for use in the oil and gas industry, in particular in connection with any deep-water, Arctic offshore or shale projects. Reseller will not transfer or provide the Cloudera Products to any party for a military purpose or end use. Reseller represents that it is not an entity listed on OFAC's list of Specially Designated Nationals, Sectoral Sanctions Identification List, or</p>	<p>4.1 出口管制法。经销商确认美国法律和法规限制了美国原产的软件、商品和技术数据的出口和再出口。该等法律法规包括但不限于美国商务部工业与安全局（“BIS”）所管辖的《出口管理条例》（“EAR”），以及美国财政部外国资产控制办公室（“OFAC”）执行的制裁措施，此类制裁措施禁止或限制直接或间接向特定国家、为特定最终用途或特定最终用户进口、出口、再出口产品、技术、服务或数据，或开展与此相关的操作（上述法律法规及制裁措施统称为“出口管制法”）。经销商在处理肯睿产品相关事务时，将遵守所有出口管制法。经销商陈述并保证其不会直接或间接地向任何个人、公司、实体或可适用的出口管制法禁止的国家，或为了任何出口管制法所禁止的目的（包括但不限于导弹技术之核武器、化学武器或生物武器扩散发展，或用于石油和天然气行业（特别是与任何深水、北极近海或页岩项目）出售、出口（包括“视同”出口）、再出口、转船、转送、传播、转移或以其他方式处置肯睿产品。经销商不得出于军事目的或最终用途而将肯睿产品转让或提供给任何一方。经销商陈述其非 OFAC 发布的特别指定国民名单、部门制裁识别名单或任何其他出口管制名单中列出的实体。经销商将通知相关经销商人员遵守该等限制的必要性。</p>

<p>any other export control lists. Reseller will inform relevant Reseller personnel of the necessity to comply with these restrictions.</p>	
<p>4.2 Anti-Corruption Compliance. Reseller will comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act. Reseller represents and warrants that no payment or gift of money or anything of value has been or will be offered, authorized, promised, provided or paid, directly or indirectly, to any government official, state-owned enterprise official, public international organization official, political party official (or candidate for such office) or political party for the purpose of influencing official acts and decisions (including failures to act or decide) in order to assist Reseller or Cloudera in obtaining or retaining an improper business advantage. Reseller will promptly notify Cloudera if it receives a request to take any action which may violate its obligations under this Section. Reseller agrees to make its books and records available for review by Cloudera to confirm Reseller’s compliance with its obligations under this provision.</p>	<p>4.2 反腐败合规。经销商将遵守所有可适用的反腐败法，包括但不限于《美国反海外腐败法》（“FCPA”）和《英国反贿赂法》。经销商陈述并保证，未曾或将直接或间接为了影响官员之行为和决定（包括不采取行动或做出决定）以协助经销商或肯睿获得或保留不正当的业务优势而向任何政府官员、国有企业官员、国际公共组织的官员、政党官员（或该职务的候选人）或政党提供、授权、承诺、提供或支付任何款项或礼物或任何有价物。如果收到要求采取任何可能违反本条规定义务的行动之要求，经销商将立即通知肯睿。经销商同意将其账簿和记录提供给肯睿进行审核，以确认经销商是否遵守本条款规定之义务。</p>
<p>4.3 Compliance with Privacy and Data Protection Laws. Reseller will comply with all applicable data privacy, data protection and data security laws and regulations in its performance under this Agreement, including without limitation, and to the extent applicable, the General Data Protection Regulation (“GDPR”).</p>	<p>4.3 遵守隐私和数据保护法。经销商在履行本协议时应遵守所有适用的数据隐私、数据保护和数据安全法律法规，包括但不限于，并在适用的范围内，遵守《通用数据保护条例》（“GDPR”）。</p>
<p>4.4 Compliance with Laws Prohibiting Human Trafficking. Reseller will: (i) comply with the Modern Slavery Act 2015 and any other similar laws, regulations or directives which apply to its business or in the place where the Agreement is performed; and (ii) take reasonable steps to ensure that there is no modern slavery or human trafficking activity in its supply chain or in any part of its business.</p>	<p>4.4 遵守禁止贩运人口的法律。经销商将：（i）遵守 2015 年《现代奴役法案》以及可适用于其业务或在履行本协议的地方所适用的任何其他类似法律、法规或指令；和（ii）采取合理措施以确保在供应链或业务的任何部分不存在现代奴隶或人贩卖活动。</p>
<p>4.5 General Compliance. Reseller will furnish to Cloudera any information and take any action requested by Cloudera to enable Cloudera to comply with applicable laws, orders and regulations related to this Agreement and/or the Cloudera Products. Reseller will not, by itself or with or through others, participate in any illegal, deceptive, misleading or unethical practices or activities in connection with or related to Cloudera Products or Cloudera, or take any other action which may be detrimental to the Cloudera Products or Cloudera.</p>	<p>4.5 一般合规。经销商将向肯睿提供任何信息并采取肯睿要求的任何措施以使肯睿能够遵守与本协议和/或肯睿产品相关的可适用法律、命令和法规。经销商不得独自或与他人或通过他人参与与其肯睿产品或肯睿有关或相关的任何非法、欺骗性、误导性或不道德的做法或活动，或采取任何可能对肯睿产品或肯睿有害的任何其他措施。</p>
<p>5. Financial Considerations. Cloudera will issue invoices to Reseller upon execution of the applicable Order Form for the Cloudera Products (including any fees associated with prepay credits related to Cloudera Online Services) purchased by Reseller directly from Cloudera for resale to the End Customer. Reseller will pay to Cloudera the total fees due as set forth in the Order Form. . Except for any specific provisions in the End Customer Agreement allowing for early termination, the Subscription Period is non-cancelable and non-terminable, and Cloudera will not be obligated to issue any refunds for Cloudera Product fees paid (except as expressly provided in the End Customer Agreement). Unless otherwise set forth in the Order Form or agreed otherwise by the parties in writing, Reseller agrees to pay all amounts set forth on an invoice within 30 days of the date of the invoice, regardless of whether Reseller has invoiced or received payment from the End Customer for the Cloudera Products ordered. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is finally paid in full. All payments due under this Agreement will be made: (i) by bank wire transfer, electronic ACH deposit or company check in immediately available funds to an account designated by Cloudera; and (ii) in the currency as set forth in the Order Form. The fees for Cloudera Products do not include taxes. Reseller will pay any and all sales, use, excise, import, export, value added, GST or similar taxes (“Transaction Taxes”) and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of Cloudera Products under this Agreement, exclusive of income taxes based on Cloudera’s net income. Reseller will pay any costs associated with the collection of Transaction Taxes, including penalties and interest. If</p>	<p>5. 财务对价。肯睿将在经销商直接从肯睿购买用于转售给最终客户的肯睿产品（包括与肯睿在线服务预付费信用相关的任何费用）的相关订购单签署后，向经销商开具发票。经销商将向肯睿支付订单中列明的所有到期的总费用。除非最终客户协议中存在允许提前终止的任何特别规定，否则订购期是不可取消且不可终止的，且肯睿没有义务就已支付的肯睿产品费用进行任何退款（除非最终客户协议明确规定）。除非订单中另有规定或双方另行书面约定，经销商同意在发票开具 30 日内支付发票上列明的所有金额，无论经销商是否已就订购的肯睿产品向最终客户开票或从最终客户收到付款。任何逾期付款将从应付款之日起至最终全额付款之日为止，按每月 1.5% 的利率或法律允许的最高利率计算（以较低者为准）收取利息。本协议项下所有款项应：（i）通过银行电汇、电子 ACH 存款或公司支票即时支付到肯睿指定的账户；和（ii）以订单中规定的货币进行支付。肯睿产品的费用不含税。经销商将支付任何及所有与销售、使用、消费、进口、出口、增值、GST 或类似税费（“交易税”）、所有政府许可或许可费及本协议项下销售肯睿产品而征收的所有关税和类似费用，不包括基于肯睿净收入的所得税。经销商将支付与征收交易税相关的任何费用，包括罚款和利息。如果要求经销商就向肯睿支付的款项支付任何预扣税、费用或征费（“预扣税”），经销商同意反计还原向肯睿实际支付的总付款额，以确保肯睿收到全额应付款且不扣除任何任何该等预扣税，受限于肯睿提供的文件以支持可适用的双重征税条约规定的最低法定预扣税率。肯睿将与经销商合作，通过提供其拥有的任何可用税务文件以支持最低适用的预扣税率，使经销商能够支付最低的法定预扣税率。</p>

<p>Reseller is required to pay any withholding tax, charge or levy with respect to payments to Cloudera (“Withholding Taxes”), Reseller agrees to gross up payments actually made to Cloudera such that Cloudera receives sums due in full and free of any deduction of any such Withholding Tax, subject to Cloudera providing documentation to support the lowest legal withholding rate under the applicable double tax treaty. Cloudera will cooperate with Reseller to enable Reseller to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate.</p>	
<p>6. Confidentiality; Data Protection.</p>	<p>6. 保密；数据保护。</p>
<p>6.1 “Confidential Information” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party or its Affiliate (the “Disclosing Party”) to the other party or its Affiliate (the “Receiving Party”) concerning or related to this Agreement (whether before, on or after the Effective Date) that: (i) is characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure; or (ii) due to the nature of the information and circumstances surrounding its disclosure would be reasonably understood by a person with no knowledge of the relevant trade or industry to be confidential or proprietary. Confidential Information includes, but is not limited to, Cloudera Products, components of business plans, financial plans, know-how, customer information, strategies and other similar information. Further, as between the parties, the End Customer information will be deemed the Confidential Information of Cloudera. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement and through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party’s Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.</p>	<p>6.1 “保密信息”意指一方或其关联公司（“披露方”）向另一方或其关联公司（“接收方”）披露的、与本协议有关或相关（无论在生效日期之前、之后，亦或是之后）的所有信息（无论是口头的、书面的，亦或是其他有形或无形的），即该等保密信息：（i）在披露之时或披露之后合理时间内被标识为保密信息的；或（ii）由于信息的性质和披露时的周围情况，而被没有相关行业或产业的知识的人合理认定是保密的或专有的。保密信息包括但不限于肯睿产品、业务计划的组成部分、财务计划、专有技术、客户信息、策略和其他类似信息。此外，在双方之间，最终客户的信息将被视为肯睿的保密信息。保密信息将不包含以下信息：（i）在不违反本协议的情况下且在接收方没有任何过错的情况下进入公共领域的信息；（ii）接收方可以合理地证明其在首次从披露方收到之前已拥有的信息；（iii）接收方可以合理地证明是由接收方独立开发的、无需使用或参考披露方的保密信息的信息；或（iv）接收方从第三方收到的、未限制披露且未违反保密义务的信息。</p>
<p>6.2 Period of Confidentiality. The Receiving Party will, during the Term of this Agreement, and for three (3) years thereafter, use the same degree of care to maintain the confidentiality of the Confidential Information of the Disclosing Party that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Notwithstanding the foregoing, where the Confidential Information disclosed is: (i) the Disclosing Party’s trade secret, the Receiving Party will treat such information as Confidential Information for as long as the Confidential Information remains the Disclosing Party’s trade secret; or (ii) required by law to be protected for a duration beyond that provided hereunder, the Receiving Party will maintain such information in confidence for the duration required by law.</p>	<p>6.2 保密期限。在本协议期间内及此后三（3）年内，接收方使用与维护自己的保密信息的保密性相同的谨慎程度来维护披露方的保密信息的保密性，但在任何情况下均不得低于合理的谨慎程度。尽管有上述规定，但当披露的保密信息为：（i）披露方的商业秘密时，只要保密信息仍然是披露方的商业秘密，接收方应将该等信息视为保密信息；或（ii）法律规定的保护期限超出本协议规定的期限，接收方应在法律规定的期限内对该等信息予以保密。</p>
<p>6.3 Use; Disclosure. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party’s obligations under this Agreement. In addition, the Receiving Party will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party’s obligations under this Agreement. The Receiving Party may disclose Confidential Information to the extent compelled to do so pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by applicable law, the Receiving Party provides to the Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted by applicable law, prompt notice of such disclosure; and provided further that the Receiving Party must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed by the applicable order or proceeding.</p>	<p>6.3 使用；披露。接收方仅将披露方的任何保密信息用于履行接收方在本协议项下之义务。此外，接收方不得以任何形式复制披露方披露的保密信息，除非为履行接收方在本协议项下义务之需。接收方可以按照司法或立法命令或程序，在被迫披露的范围内披露保密信息，受限于接收方在可适用法律允许的范围内向披露方提供了有关预期披露的事先通知且有机会对披露进行回应或反对，或如果可适用法律不允许事先通知，则及时通知该等披露；且进一步受限于，接收方必须将公开的保密信息的范围限制在可适用的命令或程序要求公开的范围。</p>

<p>6.4 Remedy for Breach. The parties agree that damages may be an inadequate remedy in the event of a breach of this Section 6. Therefore, the parties agree that, in addition to any other rights and remedies otherwise available to a party, such party may seek injunctive and other equitable relief in the event of a breach or threatened breach by the other party of this Section 6.</p>	<p>6.4 违反补救措施。双方同意，一旦违反本协议第 6 条的规定，赔偿可能是一种不足的补救措施。因此，双方同意，除一方寻求的其他权利和补救措施以外，该方可在另一方违反或威胁违反本协议第 6 条的情况下，寻求禁止令和其他衡平法救济措施。</p>
<p>6.5 Feedback. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Reseller to Cloudera with respect to Cloudera or any of the Cloudera Products (collectively, "Feedback") will constitute Confidential Information of Cloudera. Further, Cloudera will be free to use, disclose, reproduce, license, distribute and otherwise exploit the Feedback provided to Cloudera as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.</p>	<p>6.5 反馈。尽管本协议中有相反的规定，经销商向肯睿提供的有关肯睿或任何肯睿产品的任何建议、评论或其他反馈（统称为“反馈”）将构成肯睿的保密信息。此外，肯睿将以其认为合适的方式（完全不受知识产权或其他权利的约束及限制）自由使用、披露、复制、许可、分发和以其他方式利用提供给肯睿的反馈意见。</p>
<p>6.6 Data Protection. The Cloudera Product & Service Data Policy, as may be updated by Cloudera from time to time, is hereby incorporated into this Agreement by reference. For avoidance of doubt, the Cloudera Product & Service Data Policy applies to any Order Forms entered into hereunder.</p>	<p>6.6 数据保护。肯睿产品与服务数据政策，现以引用方式并入本协议，且肯睿有权不时对该政策予以更新。为免生疑义，肯睿产品与服务数据政策适用于依据本协议签订的任何订单。</p>
<p>7. Ownership; Reservation of Rights. As between the parties and subject to the licenses granted by Cloudera under Section 2 of this Agreement, Cloudera and its licensors own and retain all right, title and interest in and to: (i) the Cloudera Software (including any associated documentation); (ii) the Cloudera Online Services; (iii) the Cloudera IP; (iv) the Pre-Existing Property; (v) the General Enhancements; (vi) the Cloudera Training Packages (including any associated documentation); (vii) Cloudera Professional Services and all Work Product resulting therefrom; (viii) all Cloudera logos and trademarks included in any of the foregoing; (ix) all materials (including, but not limited to, software, prototypes, drawings and documentation) and any ideas, designs, techniques, inventions, discoveries, improvements, creative works, any other works discovered, prepared or developed by Cloudera in the course of performing any Services; and (x) any and all Intellectual Property Rights embodied in the foregoing including any updates, patches or fixes to, or modifications or derivative works of, the foregoing.</p>	<p>7. 所有权；权利保留。在本协议当事人之间且受限于肯睿在本协议第 2 条项下授予的许可，肯睿及其许可人对以下产品拥有并保留所有权利、所有权和利益：(i) 肯睿软件（包括任何相关的文件）；(ii) 肯睿在线服务；(iii) 肯睿知识产权；(iv) 既有财产；(v) 通用增强功能；(vi) 肯睿培训套餐（包括任何相关文件）；(vii) 肯睿专业服务和由此产生的所有工作成果；(viii) 包含在上述任何内容中的所有肯睿标识和商标；(ix) 所有资料（包括但不限于软件、原型、图纸和文件）以及任何想法、设计、技术、发明、发现、改进、创意作品、肯睿在提供任何服务过程中发现、准备或开发的任何其他作品；和 (x) 内含在前述各项中的任何和所有知识产权，包括前述之任何更新、补丁或修订、修正或衍生品。</p>
<p>Cloudera reserves all rights not expressly granted in this Agreement, and no licenses are granted by Cloudera to Reseller under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.</p>	<p>肯睿保留一切本协议未明确授予的权利，且除了本协议明确约定的以外，肯睿在本协议项下未向经销商授予任何许可，无论是通过暗示、默许或其他方式。</p>
<p>8. Warranties; Disclaimer.</p>	<p>8. 保证；免责声明。</p>
<p>8.1 Warranties. Each party warrants that as of the Effective Date: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the person signing this Agreement (or an Order Form referencing this Agreement) on its behalf has been duly authorized and empowered to enter into this Agreement; and (iv) this Agreement is valid, binding and enforceable against it in accordance with its terms. In addition, each party warrants that: (i) it will fulfill all of its obligations under this Agreement with due care and in a professional manner expected of a competent provider in its field of business and in accordance with all applicable federal, national, state, provincial, municipal and local laws, regulations, rules, judicial decrees, decisions and judgments with respect to such party's conduct of business; (ii) it will not make any representations or warranties on the other party's behalf; and (iii) it will not use deceptive, misleading, illegal or unethical practices in fulfilling its obligations under this Agreement.</p>	<p>8.1 保证。各方保证在生效日之时：(i) 是依照其设立地或组建地法律合法存续且具有良好声誉的；(ii) 具有执行、交付和履行本协议项下义务的全部公司权力和授权；(iii) 代表其签署本协议（或引用本协议的订单）的人士已被正式授权并有权签署本协议；(iv) 根据本协议条款，本协议对其是有效的、具有约束力的和可执行性的。此外，各方保证：(i) 其将按照其业务领域的合格供应商的要求，按照所有适用的联邦、国家、州、省、市和地方法律、法规、规则、司法法令、决定和判决，以应有的谨慎和专业的方式履行其在本协议项下的所有义务；(ii) 其不会代表另一方做出任何陈述或保证；(iii) 不会以欺骗性、误导性、非法或不道德的方式履行本协议项下义务。</p>
<p>8.2 No Unauthorized Warranties. Reseller will not make or extend on behalf of Cloudera any written or oral representation or warranty with respect to the Cloudera Products except as may be contained in the End Customer Agreement. Reseller will defend, indemnify and hold harmless Cloudera from any claims,</p>	<p>8.2 无未经授权的保证。除最终客户协议中可能包含的内容外，经销商不得代表肯睿做出或延长任何关于肯睿产品的书面或口头陈述或保证。经销商将为肯睿进行维护、赔偿并使其免受因任何该等未经授权的陈</p>

<p>damages, liability, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with any such unauthorized representation or warranty.</p>	<p>述或担保引起或与之相关的任何索赔、损害赔偿、责任、损失、成本和费用（包括但不限于合理的律师费）。</p>
<p>8.3 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 8, CLOUDERA AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE CLOUDERA PRODUCTS (AND THE ASSOCIATED CLOUDERA SOFTWARE) AND THE SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CLOUDERA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. CLOUDERA AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE CLOUDERA PRODUCTS, THE CLOUDERA SOFTWARE OR THE SERVICES BEING FREE FROM BUGS, ERRORS, OR OMISSIONS. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY SET FORTH IN THIS SECTION 8 FAILS OF ITS ESSENTIAL PURPOSE.</p>	<p>8.3 免责声明。除本协议第 8 条规定的保证以外，肯睿及其供应商拒绝对肯睿产品（以及相关肯睿软件）和服务作出的、无论宣称是由于法律的实施、贸易中的习惯或惯例、交易过程或其他原因产生的任何和所有（明示的或暗示的、口头的或书面的）其他保证，包括任何和所有：（i）适销性保证；（ii）对任何目的的适用性或适宜性的保证（无论肯睿是否知道、有理由知道、已被告知或以其他方式知晓任何该等目的）；和（iii）不侵权或所有权状态的保证。肯睿及其供应商不保证肯睿产品、肯睿软件或服务没有缺陷、错误或遗漏。即使本协议第 8 条任何明示保证未达到其基本目的，本免责声明和排除条款也将适用。</p>
<p>9. Indemnification Obligations.</p>	<p>9. 赔偿义务。</p>
<p>9.1 Cloudera Indemnification Obligations.</p>	<p>9.1 肯睿之赔偿义务。</p>
<p>9.1.1 Subject to the terms and conditions of this Section 9, Cloudera agrees, at its own expense, to pay all Damages (as defined below) and defend Reseller from (or at Cloudera's option, settle) any claim instituted by a third party and asserted against Reseller that the Cloudera Software (in the form delivered by Cloudera to the End Customer) (the "Cloudera Indemnified Product"), when used in accordance with the applicable Cloudera Indemnified Product documentation, infringes any United States patent, copyright, trade secret, or other proprietary right of a third party ("IP Claim"), provided that Reseller: (i) promptly notifies Cloudera in writing of any such IP Claim; (ii) gives Cloudera sole control over the investigation, preparation, defense and settlement of the IP Claim; and (iii) assists and fully cooperates with Cloudera in the defense of same. Cloudera agrees to pay any damages awarded by a court against Reseller (or agreed to in a settlement by Cloudera) resulting from the IP Claim, including any awarded costs and awarded attorneys' fees (collectively "Damages"). Cloudera will not be responsible for any settlement it does not approve in writing prior to such settlement.</p>	<p>9.1.1 根据本协议第 9 条之条款和条件，肯睿同意自费支付所有损害赔偿金（定义如下）并保护经销商免受（或由肯睿选择解决）第三方提出的、声称肯睿软件（以肯睿交付给最终客户的形式）（“肯睿受偿产品”）在根据可适用的肯睿赔偿产品文档使用时侵犯了任何美国专利、版权、商业秘密或第三方的其他所有权而针对经销商的任何索赔（“知识产权主张”），前提是经销商：（i）及时以书面形式通知肯睿任何该等知识产权主张；（ii）授予肯睿对知识产权索赔的调查、准备、辩护和解决的唯一控制权；及（iii）协助并全力配合肯睿为其辩护。肯睿同意支付因知识产权索赔而导致的由法院判定经销商予以支付的任何损害赔偿（或肯睿同意的和解），包括任何判定的费用和律师费（统称为“损害赔偿”）。肯睿将不对任何未经其事先书面批准的和解负责。</p>
<p>9.1.2 Following notice of an IP Claim or any facts which may give rise to such IP Claim, Cloudera may, in its sole discretion and at its option: (i) procure for Reseller the right to continue to exercise the license granted to Reseller under this Agreement for the Cloudera Indemnified Product; (ii) replace the Cloudera Indemnified Product; or (iii) modify the Cloudera Indemnified Product to make it non-infringing. If Reseller is enjoined in a non-appealable judgment in regard to the Cloudera Indemnified Product, and Cloudera determines that it is not commercially reasonable to perform any of alternatives (i) through (iii), Cloudera will terminate the Agreement.</p>	<p>9.1.2 在收到知识产权索赔或任何可能导致该等知识产权索赔的事实的通知后，肯睿可以自行决定并选择：（i）为经销商争取就肯睿受偿产品继续行使本协议项下授予经销商的许可的权利；（ii）更换肯睿受偿产品；或（iii）修改肯睿受偿产品以使其不侵权。如果经销商就肯睿受偿产品被不可上诉的判决要求停止实施某行为，且肯睿认为采取任何（i）至（iii）项的替代措施在商业上不合理，肯睿将终止本协议。</p>
<p>9.1.3 In no event will Cloudera have any obligations under this Section 9.1 or any liability for any IP Claim if the IP Claim is caused by, or results from: (i) any negligent or willful misconduct of Reseller; (ii) the combination or use of the Cloudera Indemnified Product with non-Cloudera software or services, or any equipment, data or other materials, if such IP Claim would have been avoided absent such combination or use; (iii) modification of the Cloudera Indemnified Product by anyone other than Cloudera if such IP Claim would have been avoided by use of the unmodified Cloudera Indemnified Product; (iv) continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (v) use of the Cloudera Indemnified Product in a manner not strictly in accordance with this Agreement or the End Customer Agreement; (vi) Cloudera's modification of the Cloudera Indemnified Product in compliance with Reseller's or End Customer's specifications; (vii)</p>	<p>9.1.3 在任何情况下，如果知识产权索赔是由（i）经销商的任何疏忽或故意不当行为引起或导致的，（ii）将肯睿受偿产品与非肯睿软件或服务、或任何设备、数据或其他材料进行组合或适用的（如果不存在该等组合或使用可以避免该知识产权索赔）；（iii）由除肯睿以外的任何人修改肯睿受偿产品的（如果使用未修改的肯睿受偿产品可以避免该等知识产权索赔）；（iv）在被告知或被提供了可以避免被指控的侵权行为后，继续被指控侵权的；（v）以不严格符合本协议或最终客户协议的方式使用肯睿受偿产品的；（vi）肯睿对肯睿受偿产品的修改符合经销商或最终客户的规范的；（vii）如果使用最新版本可以避免知识产权索赔，则使用非肯睿最新版本的肯睿受偿产品的，前提是经销商或最终客户有机会免费使用最新版</p>

<p>use of other than Cloudera's most current release of the Cloudera Indemnified Product if the IP Claim would have been avoided by use of the most current release, provided Reseller or End Customer is given an opportunity to use such most current release for no additional fee; and (viii) any Third-Party Software (including any Open Source Software). THIS SECTION 9.1 STATES CLOUDERA'S ENTIRE LIABILITY AND RESELLER'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR ALLEGATIONS BY RESELLER OR A THIRD PARTY.</p>	<p>本；和 (viii) 任何第三方软件（包括任何开源软件）。本协议第 9.1 条规定了肯睿对经销商或第三方的知识产权侵权或指控的全部责任和经销商的唯一补救措施。</p>
<p>9.2 Reseller Indemnification Obligations. Reseller, at its sole expense, will defend Cloudera and its directors, officers and employees (each a "Cloudera Indemnitee") from and against any and all third party claims, and indemnify any Cloudera Indemnitee from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) that are finally awarded by a court of competent jurisdiction, or agreed to in a settlement by Reseller, resulting from or arising in connection with: (i) any Reseller product infringing any Intellectual Property Rights of any third party; (ii) any breach by Reseller of any of its representations or warranties hereunder; or (iii) any willful misconduct or fraud by Reseller in the performance of its obligations hereunder. Reseller's obligations under this Section 9.2 are conditioned upon Cloudera: (i) giving prompt notice of the claim to the Reseller once Cloudera becomes aware of the claim; (ii) granting sole control of the defense and settlement of the claim to the Reseller (except that Cloudera's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to Cloudera); and (iii) providing reasonable cooperation to the Reseller and, at the Reseller's request and expense, assistance in the defense or settlement of the claim.</p>	<p>9.2 卖方赔偿义务。经销商应自费保护肯睿及其董事、高级职员和员工（均称为“肯睿受赔偿人”）免受任何第三方索赔，并赔偿任何肯睿受赔偿人因以下原因导致或产生的、有管辖权的法院最终判定或经销商在和解中同意支付的任何相关损害、付款、短缺、罚款、判决、和解、责任、损失、成本和费用（包括但不限于合理的律师费、成本、罚金、利息和支出），这些损害、付款、缺陷、罚款、判决、和解、责任、损失、成本和费用：(i) 任何经销商产品侵犯任何第三方的任何知识产权 (ii) 经销商违反其在本协议项下的任何陈述或保证；或 (iii) 经销商在履行其在本协议项下义务时的任何故意不当行为或欺诈。经销商在本协议第 9.2 条项下义务以肯睿作出以下行为为前提：(i) 肯睿一旦知悉索赔就立即通知经销商；(ii) 将索赔的辩护和解决的唯一控制权授予经销商（除非任何合理预期的解决方案需要肯睿的事先书面批准，从而要求肯睿承担积极义务或导致对肯睿的任何持续责任）；以及 (iii) 根据经销商的要求且由经销商承担费用的前提下，向经销商提供合理的合作并协助辩护或解决索赔。</p>
<p>9.3 Notwithstanding any terms to the contrary in this Agreement, the indemnified party's failure to give notice to the indemnifying party within a reasonable period of time following the commencement of any claim under this Section 9 will relieve the indemnifying party of any liability to the indemnified party under this Section 9 only to the extent that such failure materially prejudices the indemnifying party's ability to defend such claim.</p>	<p>9.3 尽管本协议中有任何相反的条款，受赔偿方未能在本协议第 9 条项下任何索赔开始后的合理期限内通知赔偿方，将解除赔偿方在本协议第 9 条项下对受赔偿方的任何责任，但仅限于该等不履行在实质上损害赔偿方对该等索赔进行辩护的能力。</p>
<p>10. Limitation of Liability.</p>	<p>10. 责任限制。</p>
<p>10.1 (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CLOUDERA PRODUCTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. (B) A PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE CLOUDERA PRODUCTS WILL NOT EXCEED THE TOTAL AMOUNT PAID TO CLOUDERA BY RESELLER FOR THE CLOUDERA PRODUCTS AS SPECIFIED IN THE ORDER FORM UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM.</p>	<p>10.1 (A) 在任何情况下，任何一方都不对另一方或任何第三方的任何利润损失、使用损失、收入损失、商誉损失、业务中断，或因本协议或肯睿产品引起的、或与之相关的任何间接的、特殊的、附带的、惩戒性的、惩罚性的或后果性的损害负责，无论是基于合同、侵权、严格责任或其他方面而导致的，即使该方已被告知或意识到该等损害的可能性。(B) 一方因本协议和/或肯睿产品而产生的、或与之相关的责任总额不得超过经销商在第一次索赔发生前的 12 个月内就本协议项下订单中规定的肯睿产品而支付给肯睿的总金额。</p>
<p>10.2 EXCLUSIONS. THE LIMITATIONS OF LIABILITY IN SECTION 10.1 DO NOT APPLY TO: (I) BREACHES OF SECTIONS 2.1, 2.2 OR 7; (II) RESELLER'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION OBLIGATIONS); OR (III) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT. THE LIMITATIONS OF LIABILITY IN SECTION 10.1 (B) DO NOT APPLY TO: (I) CLAIMS FOR NON-PAYMENT; OR (II) CLOUDERA'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION OBLIGATIONS).</p>	<p>10.2 除外责任。本协议第 10.1 条项下之责任限制不适用于：(i) 违反本协议第 2.1、2.2 或 7 条的；(ii) 经销商在本协议第 9 条（赔偿义务）项下的义务；或 (ii) 声称欺诈或故意不当行为的索赔。本协议第 10.1 条 (B) 节中的责任限制不适用于：(i) 不付款的索赔；或 (ii) 肯睿在本协议第 9 条（赔偿义务）下的义务。</p>

<p>10.3 THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.</p>	<p>10.3 即使本协议中规定的任何补救措施被视为未达到其基本目的，本协议第 10 条也将完全生效。</p>
<p>11. Term and Termination; Effect of Termination.</p>	<p>11. 期限和终止；终止的后果。</p>
<p>11.1 Term. Unless terminated earlier as permitted below, the term of this Agreement will commence on the Effective Date and continue through the end of Cloudera's delivery of the Cloudera Products set forth in the Order Form ("Term").</p>	<p>11.1 期限。除非下文允许提前终止，否则本协议的期限将从生效日开始，并持续到肯睿订单中规定的肯睿产品交付时为止（“期限”）。</p>
<p>11.2 Termination. Either party may terminate the Order Form and this Agreement for cause: (i) if the other party materially breaches this Agreement and does not remedy such breach within 30 days after its receipt of written notice of such breach; or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.</p>	<p>11.2 终止。任何一方均可因以下原因终止订单和本协议：（i）如果另一方严重违反本协议，且在收到书面违约通知后 30 日内未对违约行为进行补救；或（ii）如果另一方终止其业务活动或破产，书面承认无力偿还到期债务，为债权人利益进行转让，或受受托人、接管人或类似机构的直接控制。</p>
<p>11.3 Effect of Termination. Upon any termination of the Order Form and this Agreement: (i) all rights and licenses granted to a party under this Agreement will immediately cease; (ii) Reseller will immediately pay to Cloudera all amounts due; (iii) except where Reseller terminates for cause pursuant to Section 11.2, Cloudera reserves the right to invoice Reseller for any future payments set forth in the Order Form, and will not be obligated to issue any refunds for fees paid for Cloudera Products; and (iv) each of Reseller and Cloudera will promptly return to one another all of the other party's Confidential Information then in its possession or destroy all copies of the Confidential Information; provided, however, that each party may retain sufficient copies of the Confidential Information of the other party solely as may be required for compliance with internal backup policies or applicable law; and provided further that such retained Confidential Information remains subject to the requirements of Section 6 and are used for no other purpose. Each of Reseller and Cloudera will immediately confirm in writing that it has complied with Section 11.3(iv) if requested by the other party to do so. The following Sections will survive any expiration or termination of this Agreement: 1, 5, 6, 7, 8.2, 8.3, 9.2, 9.3, 10, 11.3, and 12.</p>	<p>11.3 终止的后果。订单和本协议终止后：（i）本协议项下授予一方的所有权利和许可将立即终止；（ii）经销商将立即向肯睿支付所有到期款项；（iii）除非经销商因本协议第 11.2 条规定的原因而终止，否则肯睿保留就订单中规定的任何未来付款向经销商开具发票的权利，且没有义务就为肯睿产品支付的费用进行退款；（iv）经销商和肯睿各自将立即归还另一方当时拥有的所有保密信息，或销毁保密信息的所有副本；但是，双方可以保留另一方的保密信息的足够副本，但仅限于符合内部备份政策或适用法律的要求；并进一步规定，该等保留的保密信息仍受本协议第 6 条要求的约束，且不得用于其他目的。如果另一方提出要求，经销商和肯睿将立即书面确认其已遵守本协议第 11.3 条（iv）节。本协议到期或终止后，以下条款仍然有效：第 1、5、6、7、8.2、8.3、9.2、9.3、10、11.3 和 12 条。</p>
<p>12. General Provisions.</p>	<p>12. 一般规定。</p>
<p>12.1 Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.</p>	<p>12.1 独立承包商。任何一方不得出于任何目的被视为另一方的代理人、特许人、特许人、雇员、代表、所有者或合作伙伴，双方之间的关系仅是独立承包商的关系。任何一方均无权代表任何其他方承担或产生任何义务或作出任何陈述或保证，无论是明示的还是暗示的，也无权在任何方面约束另一方。</p>
<p>12.2 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Reseller, by operation of law or otherwise, without the prior written consent of Cloudera and any attempted transfer, assignment or delegation without such consent will be void and without effect. Cloudera may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.</p>	<p>12.2 转让。未经肯睿事先书面同意，经销商不得通过法律或其他方式将本协议或本协议项下的任何权利或义务予以转让或委托。未经同意的任何转让或委托均将无效。肯睿可以自由地将其在本协议项下的权利和义务予以转让或委托。根据前述规定，本协议将对双方及其各自的代表、继承人、管理人、承继人和许可受让人具有约束力，并符合其利益。</p>
<p>12.3 Amendments and Waivers. No modification, addition or deletion or waiver of any rights under this Agreement will be binding on a party unless made in writing, clearly understood by the parties to be a modification or waiver and signed by a duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. Except as otherwise expressly set forth herein, all</p>	<p>12.3 修订和弃权。本协议项下任何权利的修改、增加或删除或弃权对一方均无约束力，除非以书面形式做出、双方清楚地理解为修改或弃权且由双方正式授权的代表签署。一方未能或迟延（全部或部分地）行使本协议项下的任何权利或补救措施将不会被视为对该等权利或补救措施的弃权或影响任何其他权利或补救措施。除非本协议另有明确规定，本协议项下的所有权利和救济是累积的且不排除本协议项下或法律规定</p>

<p>rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.</p>	<p>的任何其他权利或救济。对某一违约或不履行的弃权或延迟行使任何权利均不构成对任何后续违约或不履行的弃权。</p>
<p>12.4 Notices. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by email to a confirmed address, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as identified on the Order Form or at such other address as may be furnished in writing by either party to the other party in accordance with this Section 12.4. Such notice will be deemed to have been given as of the date it is delivered. Notices to Cloudera will include a paper copy sent to Cloudera's Legal Department at Cloudera's address on the Order Form and with an electronic copy emailed to LegalNotices@Cloudera.com.</p>	<p>12.4 通知。本协议要求或允许发出的任何通知或通信必须由发出通知的一方以书面形式签署或授权，且可以通过专人递送、隔夜快递、通过电子邮件发送至确认地址、或通过要求回执、预付邮资的普通挂号信或保价挂号信的方式邮寄至订单上指定的接收方地址或任何一方根据本协议第 12.4 条以书面形式提供给另一方的其他地址。该等通知在交付之日被视为送达。向肯睿发送的通知，应包含一份纸质版，按订单上的肯睿地址，寄送至其法务部门；同时，需将一份电子版发送至邮箱 LegalNotices@Cloudera.com。</p>
<p>12.5 Force Majeure. Except for payments, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, government actions, pandemic, war, civil disturbance, terrorist acts, insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by a party's suppliers or subcontractors, transportation difficulties or shortage of energy, raw materials or equipment. In the event of any such delay, the date of delivery will be deferred for a period equal to the time lost by reason of the delay.</p>	<p>12.5 不可抗力。除了付款之外，任何一方均不对由于超出其合理控制的任何原因（全部或部分地）导致的任何未能履行或延迟负责，包括但不限于天灾、政府行为、大流行病、战争、内乱、恐怖行为、叛乱、破坏、劳动力短缺或争议、一方供应商或分包商未能或延迟交货、运输困难或能源、原材料或设备短缺。如果出现任何该等延迟，交货日期将被延迟一段时间，该等时间等于因延迟原因而损失的时间。</p>
<p>12.6 Section Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.</p>	<p>12.6 章节标题。本协议中包含的章节标题仅供参考，不会以任何方式影响本协议的含义或解释。</p>
<p>12.7 Governing Law; Venue. The Agreement, and any claim, controversy or dispute related to the Agreement, shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding its choice of law provisions to the contrary and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, obligation or action of any kind arising out of or relating to this Agreement will be finally settled exclusively by binding arbitration administered by Shanghai International Economic and Trade Arbitration Commission (also known as Shanghai International Arbitration Center; hereinafter referred to as "SHIAC") in Shanghai in accordance with the then current SHIAC Arbitration Rules. The arbitration will be carried out before one (1) arbitrator. The arbitrator shall be appointed by SHIAC in accordance with SHIAC Arbitration Rules. The language to be used in the arbitral proceedings shall be English. The arbitral award will be final and binding on the parties. The expense of arbitration will be borne between the parties as determined by the arbitrator.</p>	<p>12.7 管辖法律；审判地。本协议以及与本协议相关的任何索赔、争议或纠纷，均应受中华人民共和国法律的管辖和解释，但不包括其相反的冲突规范以及《联合国国际货物销售合同公约》。凡因本协议所产生或与本协议相关的任何性质的争议、义务或诉讼，均应最终且排他性地通过由上海国际经济贸易仲裁委员会（亦称上海国际仲裁中心，以下简称“上海国际仲裁委”）依据当时现行有效的《上海国际经济贸易仲裁委员会仲裁规则》于上海所主持的具有终局拘束力的仲裁方式予以解决。仲裁将由一名（1名）仲裁员进行审理。仲裁员应由上海国际仲裁委依据其仲裁规则予以指定。仲裁程序中所使用的语言应为英语。仲裁裁决为终局裁决，对双方均具有约束力。仲裁费用将由仲裁员裁定，由双方分担。</p>
<p>12.8 Construction. This Agreement will be fairly interpreted in accordance with its terms and, as each party acknowledges the benefit of counsel in the drafting and negotiation thereof, will not be construed in favor of or against any party.</p>	<p>12.8 解释。本协议将根据其条款进行公正的解释且由于各方都承认法律顾问在起草和协商过程中的特权不会解释为对任何一方有利或不利。</p>
<p>12.9 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.</p>	<p>12.9 可分割性。如果本协议的任何条款无效、不合法或无法通过任何法律规则或公共政策强制执行，只要本协议项下预期交易的经济和法律实质没有以任何方式对任何一方产生不利，本协议的所有其他条款仍将完全有效。一旦任何条款被确定无效、不合法或无法执行，双方将本着诚意协商修改本协议，以便以可接受的方式尽可能地接近双方的原始意图，从而实现预期的交易。</p>

<p>12.10 Counterparts. This Agreement may be executed: (i) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument; and (ii) by the parties' exchange of signatures by electronic means or scanned and emailed signature service where legally permitted. For clarity, an electronic, digital, or machine-generated or images of signatures will create a valid and binding obligation of the party so signing.</p>	<p>12.10 副本。本协议可签署：（i）两份或多份副本，每份副本将被视为原件，所有副本将共同构成同一份文件；（ii）双方通过电子方式交换签名，或在法律允许的情况下通过扫描和电子邮件发送签名。为清楚起见，电子、数字或机器生成的签名或签名图像均会使签名方产生有效且具有约束力的义务。</p>
<p>12.11 Entire Agreement; Conflicts. This Agreement, the Order Form and any exhibits, attachments, or addendums thereto set forth the entire agreement and understanding of the parties relating to the subject matter of this Agreement, and supersede all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. This Agreement and the Order Form will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Reseller, and any additional terms and conditions in any such purchase order or document will have no force or effect, notwithstanding Cloudera's acceptance or execution of such purchase order or document. In the event of a conflict between the terms of the Order Form with the terms of this Agreement, the terms of the Order Form will control, but (a) only with respect to the specific Cloudera Product(s) or Services purchased under such Order Form, and (b) only if the Order Form specifically references the conflicting provisions(s) of this Agreement with the intention to supersede such provision(s). In the event of conflict between this Agreement and the Order Form, on the one hand, and the Cloudera Product & Service Data Policy, on the other hand, the terms of the Cloudera Product & Service Data Policy shall take precedence with respect to data protection policy and data protection obligations. This Agreement is made in English and the Chinese translation of this Agreement is provided as a convenience only. For the avoidance of doubt, the English version of this Agreement is the binding, governing version, and shall prevail in the event of any inconsistency with the Chinese translation.</p>	<p>12.11 最终协议；冲突。本协议、订单及其任何附件、附录或补遗构成了双方关于本协议主题的完整协议和理解，并取代了之前或同时期关于该主题的所有书面或口头协议、提议、沟通、对话、讨论和理解，以及所有过往交易惯例或行业习惯。本协议和订单将优先于经销商提供的任何采购订单或其他文件中可能出现的任何附加的、冲突的或不一致的条款和条件，并且任何该等采购订单或文件中的任何附加条款和条件将无效，尽管肯睿接受或签署该等采购订单或文件。如果任何订单的条款与本协议的条款有冲突，以订单的条款为准，但（a）仅适用于根据该订单购买的特定肯睿产品或服务，以及（b）仅适用于该订单明确提及本协议的冲突条款并旨在取代该等条款的情况。若本协议及订单的规定与肯睿产品与服务数据政策之间存在冲突，就数据保护政策和数据保护义务而言，肯睿产品与服务数据政策的条款应优先适用。本协议以英文写就，中文译文仅供参考之便。为避免疑义，本协议的英文版本是具有法律拘束力的版本。若英文版本与中文译文有任何不一致之处，应以英文版条款为准。</p>
<p>12.12 Attorneys' Fees. In any action to enforce this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees from the non-prevailing party.</p>	<p>12.12 律师费。在执行本协议的任何诉讼中，胜诉方有权向败诉方收取诉讼成本和律师费。</p>