



# GLOBAL ENGLISH MASTER SUBSCRIPTION AGREEMENT

## GLOBAL ENGLISH 主订阅协议

THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS CUSTOMER’S ACQUISITION AND USE OF GLOBAL ENGLISH CORPORATION’S SERVICES. BY ACCEPTING THIS AGREEMENT AND BY SIGNING AN ORDER THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS SET FORTH HEREIN.

This Agreement (version no. GEMSA010417v1) is effective between GlobalEnglish and Customer as of the date Customer accepts this Agreement.

1. DEFINITIONS. Capitalized terms set forth herein shall have the meanings set forth below and, if not defined below, in the applicable Order. (A) “CUSTOMER” means the company or other legal entity that accepts this Agreement. (B) “CUSTOMER DATA” means all electronic data or information contributed by or on behalf of Customer including personally identifiable information. (C) “ORDER” means the documents for placing orders hereunder that are entered into between Customer and GlobalEnglish (e.g., order forms). All Orders executed during the Term (defined below) are incorporated herein by reference. (D) “SERVICES” (INCLUDING “DOWNLOADED SERVICES”) means the service(s) provided by GlobalEnglish pursuant to an Order. (E) “SUBSCRIBER” means a Customer employee, contractor or agent authorized to access the Services in accordance with this Agreement, for whom a subscription to a Service has been purchased under an Order, and who has a unique identification and password to the Service.

2. USE OF THE SERVICES. (A) SUBSCRIPTIONS. Unless otherwise specified in the applicable Order or this Agreement, Services are purchased per Subscriber and may be accessed by no more than the total number of Subscribers specified in the applicable Order. All subscriptions will expire no later than the last day of the Period of Use or the Service Expiration Date, indicated in an Order, whichever date occurs first, regardless of when Services are activated. Use of some Services may require Subscribers to download and install certain proprietary software in order to access such Services (“Downloaded Services”). Such use, download and installation of such software and the related Services shall be governed by this Agreement and the GlobalEnglish Terms of Service. If Subscriber does not agree with the Terms of Service, Subscriber should not use, download or install the

本主订阅协议（“本协议”）对客户订阅及使用 GLOBAL ENGLISH CORPORATION 的服务具有约束力。如果客户签署本协议，即表示客户同意以下条款：

本协议（版本编号：GEMSA010417v1）自客户与培英（上海）软件技术有限公司（“GlobalEnglish”）签署之日起即对客户与 GlobalEnglish 生效。

1. 定义。下文所列的术语应有以下含义，如果下文未进行定义，请参阅相关订单。(A) “客户”：接受本协议的公司或其他法人实体。(B) “客户数据”：指由客户提交或第三方代表客户提交的所有电子数据或信息，包括个人识别信息。(C) “订单”：指客户与 GlobalEnglish 之间签署的用于下单的文件（如订阅单）。本协议期限（定义见下文）内履行的所有订单同样包含其中。(D) “服务”（包括“下载服务”）：GlobalEnglish 根据订单所提供的服务。(E) “订户”：指通过订单订阅服务，从而具有使用此项服务的唯一 ID 与密码，并据本协议有权使用此服务的客户雇员、承包商或代理人。

2. 服务的使用。(A) 订阅。除非相关订单或本协议另有规定，否则服务应当按每一订户进行订阅并且访问人数不得超过相关订单中规定的订户总人数。所有订阅的到期之日不晚于订单中所示的使用期的最后一日或服务截止日期（以两者中较早的日期为准），而不论此服务何时被激活。有些服务的使用可能会要求订户下载并安装特定的专有软件，以便访问这些服务（“下载服务”）。这些软件和相关服务的下载、安装和使用应受到本协议以及《GlobalEnglish 服务条款》的约束。如果订户不同意这些服务条款，则不能下载、安装和使用这些软件和相关服务。(B) 个人使用；不可转让性。服务仅限于各订户个人使用，服务一旦激活，不得将订阅的服务转让与他人。(C) 责任。客户应对以下事项负责 (i) 订户对本协议的遵守及订户使用服务的行为。(ii) 客户信息的准确性、合法性及客户取得客户信息的方式。客户和订户应始终遵守载于 <https://login.globalenglish.com> 的《GlobalEnglish 服务条款》。(D) 维护。GlobalEnglish 计划每月最多进行八 (8) 个小时的定期维护更新以及不定时的紧急维护更新。如果可能，会在合理的范围内就维护及紧急更新向客户提前发出通知。



software nor use the related Services. (B) **PERSONAL USE; NON-TRANSFERABILITY.** Access to Services is provided for personal use of each Subscriber; once activated, subscriptions may not be transferred from one Subscriber to another. (C) **RESPONSIBILITIES.** Customer shall be responsible for (i) Subscriber's compliance with this Agreement and the use of Services by Subscribers; and (ii) the accuracy and legality of Customer Data and the means by which Customer acquired Customer Data. At all times, Customer and Subscribers will comply with GlobalEnglish Terms of Service located at <https://login.globalenglish.com>. (D) **MAINTENANCE.** GlobalEnglish schedules regular maintenance releases to the Services for up to eight (8) hours per month and also conducts an emergency maintenance release from time to time. Reasonable advance notice will be provided to Customer with regard to maintenance and emergency releases, when possible.

**3. PROPRIETARY RIGHTS. (A) OWNERSHIP; LICENSE GRANT.** The Services may include technology and content licensed by GlobalEnglish from third party suppliers. All ownership and rights in the Services will remain with GlobalEnglish and its suppliers. The Services, components and/or add-ons thereof, are protected by patent, copyright, trademark, and trade secret laws. For any Downloaded Services, and for the duration of its associated Service Access Period as set out in an Order, GlobalEnglish grants Subscriber a limited, non-exclusive worldwide license and right to install and use the Downloaded Service for their personal use on Subscriber's computer subject to the terms of this Agreement and GlobalEnglish Terms of Service. (B) **RESTRICTIONS.** Customer shall not, directly, indirectly or through its Subscribers: (i) attempt to sell, transfer, assign, rent, lend, lease, license, sublicense or otherwise provide third parties with rights to the Services; (ii) use the Services in a manner that interferes with, degrades, or disrupts the integrity or performance of any GlobalEnglish technologies, services, systems or other offerings, including data transmission, storage and backup; (iii) access the Services for the purpose of developing a product or service that competes with the GlobalEnglish online products and services; (iv) alter, remove or modify any component of the Services, including any proprietary marks or images included in or displayed as part of; (v) "frame," "mirror", copy or otherwise enable third parties to use the Services (or any component thereof) as a service bureau or other outsourced service; (vi) circumvent or disable any security features or functionality associated with Services; or (vii) use Services in any manner prohibited by law. (C) **RESERVATION OF RIGHTS IN SERVICES.** Subject to the limited rights expressly granted hereunder, GlobalEnglish reserves all rights, title and interest in and to the Services, including all related intellectual

3. 知识产权。(A) 所有权、授权许可。此服务可能包括 GlobalEnglish 从第三方提供商获得授权的技术与内容。此服务的全部所有权及权利均属于 GlobalEnglish 及其提供商。此服务及其组件及/或附件均受专利法、版权法、商标法及商业秘密法的保护。对于任何下载服务，在订单规定的相关服务访问期限内，GlobalEnglish 授予订户有限的、非独占的全球性许可和权利——订户可以根据本协议和《GlobalEnglish 服务条款》的要求，在计算机上安装和使用下载服务，供个人使用。(B) 限制。客户不得直接、间接或通过其订户从事以下行为：(i) 试图通过出售、转让、分配、出租、借出、租赁、授权、转授权或以其他方式将服务的各项权利提供给第三方；(ii) 以干扰、削弱或破坏 GlobalEnglish 技术、服务、系统或其他产品的完整性或性能的方式使用服务，包括数据传输、存储和备份；(iii) 出于开发对 GlobalEnglish 在线产品和服务构成竞争的产品或服务之目的访问此服务；(iv) 改变、删除或更改此服务的任何组件，包括其含有的或作为其组成部分而显示的任何专有标记或图形；(v) 以“框架”、“镜像”、复制或以其他方式作为服务中心或其他外包服务让第三方能够使用此服务（或其任何组件）；(vi) 避开或停用任何与此服务有关的安全特性或功能；或 (vii) 以任何被法律禁止的方式使用此服务。(c) 服务权利保留。GlobalEnglish 受本协议下明示授予客户的有限权利的约束，同时保留所有因此服务产生的及与之有关的所有权利、所有权和权益，包括所有相关的知识产权。除本协议的明示条款外，GlobalEnglish 并未根据本协议授予客户任何其他权利。

**4. 期限与终止。(A) 期限。**本协议自客户接受本协议之日或初始订单所载之服务激活日期起生效（以两者中较早的日期为准），并且除非根据本协议 4(B) 约定提前终止本协议，否则将于最迟一份订单上所示的最晚服务截止日期终止（“期限”）。(B) 终止。任何一方在另一方严重违反本协议且在收到书面通知三十 (30) 天内未予以纠正的情况下均可终止本协议。订单无论出于何种原因终止或期满，所有订阅的服务访问权限都将结束。本协议无论出于何种原因终止或期满，所有订阅的服务访问权限都将结束。(c) 返还客户数据。在本协议终止或期满后的三十 (30) 天内，客户可书面要求返还客户数据，GlobalEnglish 会通过电子文件传输的方式向客户返还客户数据。为清楚起见，客户（而非 GlobalEnglish）应自行负责对使用服务而提交的数据、信息或其他资料进行备份与存档。本协议终止或期满三十 (30) 天后，GlobalEnglish 对客户数据不再承担任何责任，并且可以自行决定永久性删除或销毁客户数据及其所含的所有信息与资料。



property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**4. TERM AND TERMINATION.** (A) **TERM.** This Agreement will commence upon the earlier of Customer's acceptance of this Agreement or the Service Activation Date of the initial Order, and, unless terminated earlier pursuant to Section 4(B), will end on the last Service Expiration Date indicated on the final outstanding Order ("Term"). (B) **TERMINATION.** Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after written notice. Upon termination or expiration of an Order for any reason, all subscriptions granting access to Services on that Order shall end. Upon termination or expiration of this Agreement for any reason, all subscriptions granting access to Services shall end. (C) **RETURN OF CUSTOMER DATA.** Within thirty (30) days of termination of an Order, Customer may request the return of Customer Data, and GlobalEnglish shall make Customer Data available to Customer via electronic file transfer. For clarity, Customer, and not GlobalEnglish, shall be solely responsible for making all backup and archival copies of data, information, or other materials that Customer has contributed to the Services. Thirty (30) days after termination or expiration of an Order, GlobalEnglish shall have no further obligation with respect to Customer Data and may, at its option, permanently delete or destroy the Customer Data and all information and materials contained therein.

**5. FEES AND PAYMENT.** (A) **FEES.** In consideration for the Services provided hereunder, Customer shall pay all fees specified in all Orders hereunder. Except as otherwise specified herein or in an Order: (i) fees are based on Services purchased and not on actual usage; (ii) payment obligations are non-cancellable and fees paid are non-refundable; and (iii) the number of Subscribers shall not be reduced during the Order. (B) **PAYMENT AND INVOICING.** Applicable payment terms are set forth in each Order. This Agreement assumes payments to be made in one currency from a single designated invoicing entity, based on one invoice per year for all Services. Additional invoice requests will result in an additional administrative fee. (C) **SUSPENSION.** GlobalEnglish reserves the right to suspend the performance of any or all of its obligations under this Agreement upon thirty (30) days prior written notice if amounts are not paid when due and remain unpaid at the end of such notice period. (D) **ACCELERATION.** In the event that Customer activates any Subscriber subscriptions before payment is due under subsequent years of an Order, if applicable, then scheduled payments for applicable subsequent years thereunder shall be automatically accelerated to become immediately due and payable, notwithstanding any extended payment terms provided in the applicable Order.

**5. 费用及支付。** (A) **费用。** 对于本协议下提供的服务，客户应支付本协议下所有订单中列出的全部费用。除非本协议或订单另有规定，否则将按以下办法计费：(i) 费用根据所订阅的服务而定，而非实际使用量；(ii) 支付义务不可取消，已付费用不可退还，并且 (iii) 订单中的订户人数不得减少。(B) **支付与发票。** 除各个订单中另行列明了适用的支付条款外，本协议默认由单一指定的结帐实体根据每年针对所有服务开具的一张发票以一种货币支付相关费用。额外的发票请求将产生额外的管理费用。(c) **中止。** 如果客户未支付到期费用，并且在收到预先书面通知后三十 (30) 天内仍未支付，GlobalEnglish 将保留中止履行本协议下任何或全部义务的权利。(D) **加速。** 如果客户未支付订单中后续年份的服务便激活了任何订户的订阅服务，则在适用情况下，本协议下之订单中后续年份的预定付款将被自动加速为即期应付款项，而不受相关订单所载之延期付款条款的影响。

**6. 保证。** (A) **有限保证。** 各方保证其在签订本协议的必要权利。客户保证在使用服务期间不会发生侵犯 GlobalEnglish 的所有权的行为。对于访问及利用此服务所用的任何计算机的硬件或操作系统的兼容性问题，GlobalEnglish 及其提供商概不负责。客户应确保其计算机的系统及设备达到 GlobalEnglish 的最低技术要求。GlobalEnglish 可应客户请求提供 GlobalEnglish 的最低要求标准清单。GlobalEnglish 进一步保证，就我们所掌握的信息，在向客户交付时，GlobalEnglish 所交付的下载服务（以 GlobalEnglish 向客户交付时的形态）不包含任何授权码、计算机病毒、间谍软件、“定时炸弹”、蠕虫病毒或其他意图修改、监控、损坏或禁用客户计算机系统的破坏性内容。(B) **免责声明。** 除本协议第 6 条约定外，服务均为“按原状”提供，GlobalEnglish 不提供任何类型的保证。在适用法律允许的最大范围内，GlobalEnglish 及其提供商、授权商不就本协议标的做出任何保证，并且在此声明不就任何以明示、暗示、法定或其他方式作出的陈述与保证负责，并特别声明不就所有暗示的保证负责，包括但不限于：任何适销性、满足特定用途的适用性、令人满意的结果、不侵权或所有权的保证。GlobalEnglish 及其供应商不就服务或内容具备某种用途的适用性做出任何保证，亦不对服务（包括每个订单中规定的服务）能否满足客户要求做出任何保证。GlobalEnglish 不能保证服务的操作或对 GlobalEnglish 网站的访问不会发生中断或错误。客户承认并同意，订单中的服务可能出现使用互联网应用和电子通讯时所固有的限制、延误或其他问题。GlobalEnglish 对此等延误、传输故障或超出 GlobalEnglish 合理控制范围的事件所导致的损害概不负责（无论此等事件是否可以为 GlobalEnglish 合理预



6. WARRANTY. (A) LIMITED WARRANTY. Each party warrants that it has the necessary rights to enter into this Agreement. Customer warrants that it will not take any action inconsistent with GlobalEnglish's ownership rights in the Services. GlobalEnglish and its suppliers are not responsible for compatibility problems of any computer hardware or operating system with which the Services will be accessed and utilized. Customer shall be responsible for ensuring that its systems and equipment meet GlobalEnglish's minimum technical requirements. A list of GlobalEnglish's standard minimum requirements is available upon request. GlobalEnglish further warrants that to the best of its knowledge, at the time of delivery to Customer from GlobalEnglish, the Downloaded Services (in the form delivered from GlobalEnglish to Customer) contains no authorization codes, computer viruses, spyware, time bombs, worms, or other contaminants intended to modify, monitor, damage, or disable Customer's computer systems. (B) DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. GLOBALENGLISH, ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY RESULTS, NON-INFRINGEMENT, OR TITLE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Further, GlobalEnglish and its suppliers make no warranty about the suitability of the Services or content for any purpose and do not warrant that the Services, including Services specified in each Order, will meet Customer's requirements. GlobalEnglish does not warrant that the operation of the Services or access to the GlobalEnglish website(s) will be uninterrupted or error-free. Customer acknowledges and agrees that Services in an Order may be subject to limitations, delays, and other problems inherent in the use of Internet applications and electronic communications. GlobalEnglish is not responsible for any such delays, delivery failures, or any other damage resulting from events beyond GlobalEnglish's reasonable control, without regard to whether such events are reasonably foreseeable by GlobalEnglish. Customer agrees that GlobalEnglish is not responsible for any third party content that may form part of the Services. GlobalEnglish does not monitor groups, chat rooms or message boards as a matter of policy, but it retains the right to remove content. The Services may contain links to websites operated by other

见)。客户同意 GlobalEnglish 对其服务组成部分中的第三方内容概不负责。GlobalEnglish 不会出于政策考虑来监督群组、聊天室或留言板，但保留删除内容的权利。服务可能含有其他方运营的网站的链接，目的只是为客户提供方便，客户同意 GlobalEnglish 不对此网站的可用性或内容负责。客户清楚并同意，据本协议订阅的服务既不是取决于未来提供的任何功能或特性，亦不是依赖于 GlobalEnglish 针对此服务的任何未来功能或特性做出的口头或书面公开评论。

7. 赔偿。GlobalEnglish 将做出赔偿并保护客户免于遭受因获得授权以 GlobalEnglish 向客户交付时的形态使用此服务而受到任何第三方声称其在美国的有效（交付期间存在的）版权遭受侵权而提出索赔（“索赔”）的损害，GlobalEnglish 会支付有合法管辖权的法院对客户的最最终判决的所有成本、债务、损失及开支（包括合理的律师费及成本），但前提是客户须采取以下行动：(a) 立即向 GlobalEnglish 提供书面索赔通知，(b) 为针对索赔的辩护提供所有合理协助，费用由 GlobalEnglish 承担；以及 (c) 准予 GlobalEnglish 全权处理索赔的辩护及和解。客户针对索赔的辩护及/或和解如果没有通知 GlobalEnglish 或没有使其获得介入机会，对于与此类索赔相关的客户损失，GlobalEnglish 将不再负有任何赔偿保护责任。如果任何此类索赔影响了客户对服务的使用权，或如果 GlobalEnglish 有理由相信任何索赔影响了客户对服务的使用权，GlobalEnglish 会全权决定并自付费用，采取以下行动：(x) 获得许可让客户免受此等索赔；(y) 调整此服务或将其替换为功能基本相似的另一种服务；或 (z) 如果无法获得非侵权产品或使用许可，GlobalEnglish 会终止本协议，并退还剩余使用期间或服务访问期间预付的订阅费（以两者中剩余期间较短者为准）。本节向客户提供的权利与补救措施是 GlobalEnglish 对任何侵权索赔所需承担的独家赔偿责任及给客户的所有补救措施。本节所述的 GlobalEnglish 义务不适用于未获得本协议所授予的权利、私自使用服务所造成的侵权行为。如果任何第三方对以下提出指控：(i) 客户的不公平商务行为、欺诈等行为；(ii) 客户对服务及相关积分的使用违反了任何适用的法律或出于非法目的，客户应作出赔偿并保护 GlobalEnglish 及其负责人、高级职员和员工免于任何责任、损害赔偿、和解赔偿、索赔、诉讼、惩罚、罚款以及相关的费用和开支（包括但不限于合理的律师费）。

8. 责任限制。(A) 责任限制。客户专享的补救措施以及 GlobalEnglish 及其提供商和授权商与本协议相关的、由此产生的、与之关联的、随之附带的责任总计（无论是合同、侵权、保证、赔偿或任何其他索赔）应限于客户的实际直接损害赔偿金，且不得超过本协议生效后前十



parties, which are provided for convenience only; Customer agrees that GlobalEnglish is not responsible for the availability or contents of such websites. Customer agrees that the Services purchased hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by GlobalEnglish regarding future functionality or features of the Services.

**7. INDEMNIFICATION.** GlobalEnglish will indemnify and hold Customer harmless from and against any third party claim that Customer's authorized use of the Services in the form delivered by GlobalEnglish to Customer, infringes a valid U.S. copyright of a third party existing at the time of delivery ("Claim"), and GlobalEnglish will pay all costs, liabilities, losses and expenses (including reasonable attorney's fees and costs) finally awarded against Customer by a court of competent jurisdiction; provided that Customer: (a) promptly provides GlobalEnglish with written notice of the Claim; (b) at GlobalEnglish's expense, provides all assistance reasonably necessary for the defense of the claim; and (c) gives GlobalEnglish sole control of the defense and settlement of the Claim. The defense and/or settlement of a Claim by Customer without such notice and opportunity to GlobalEnglish shall relieve GlobalEnglish of any further obligation to indemnify Customer with regard to such Claim. In the event any such Claim interferes with Customer's right to use the Services, or if GlobalEnglish reasonably believes any Claim may interfere with Customer's right to use the Services, GlobalEnglish may at its sole discretion and expense: (x) procure a license that will protect Customer against such claim; (y) modify or replace the Services with other services having substantially similar capabilities; or (z) if non-infringing products or a license to use cannot be reasonably obtained, terminate this Agreement and refund prepaid subscription fees for the remaining Period of Use (or Service Access Period, if shorter). The rights and remedies granted Customer in this Section state GlobalEnglish's exclusive liability, and Customer's entire remedy, with respect to any claim of infringement. GlobalEnglish's obligations under this Section do not apply to any infringement arising out of the use of the Services in a manner other than as authorized under this Agreement. Customer shall indemnify, defend and hold harmless GlobalEnglish, its directors, officers and employees from and against any and all liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from or occurring as a result any third party claim to the extent arising out of the allegation: (i) of unfair business actions, fraud, or the like by Customer; (ii) that any use of the Services or related scores are used in a manner not in accordance with all applicable law, or for other than lawful purposes.

二 (12) 个月内据本协议客户支付、GlobalEnglish 收到的金额。客户在此免除 GlobalEnglish 及其提供商、授权商所有超过此限额的义务、责任、赔偿。(B) 后果性及相关损害的排除。GlobalEnglish 及其参与服务研发、生产或交付的提供商及/或授权商对客户任何特殊的、后果性的、附带的、惩戒性的或惩罚性的损害概不负责, 包括但不限于: 经营利润损失、营业中断或商业信息丢失而引起的损害, 或替代性服务成本, 或其他经济损失, 无论此种行为形式是合同的、侵权的(包括过失)、违反法令或其他方式, 且不管 GlobalEnglish 是否已被告知此等损害的可能性。

**9. 保密性。**“保密信息”系指一方(“披露方”)披露给另一方(“接收方”)的与本协议有关并具有保密性的任何及全部保密或专有信息及数据。保密信息应包括本协议条款。接收方应该: (A) 以保护自有类似保密信息的相同级别来保护此保密信息, 并且在任何情况下应不低于合理保护的级别; (B) 不得将披露方的任何保密信息用于本协议范围以外之目的; (C) 除披露方另有书面授权许可外, 接触此保密信息的人仅限于出于与本协议一致之目的而需要接触此保密信息的接收方的雇员、承包商或代理人, 且三者已分别与接收方签订严格程度不低于本协议的保密协议。本节不适用于以下任何相关信息: (W) 并非因接收方违反本协议而为公众普遍知悉的信息; (X) 在披露方或披露方代表据本协议进行披露前, 接收方已合法拥有的信息; (Y) 从无保密义务的披露方以外的来源, 因不保密而为接收方知悉的信息; 或 (Z) 未接触披露方的任何保密信息, 而由接收方独立发现的信息。如果接收方依法被迫披露任何保密信息, 接收方应立即提前书面通知披露方, 以便其可寻求保护令或其他适当补救措施及/或免于遵守本协议的保密条款。据此协议提供的任何保密信息应为披露方的专有财产。本协议就保密信息规定的义务自披露之日起生效, 不因本协议终止而失效, 接收方应当始终承担本条款中所约定的保密义务。

**10. 一般性条款。**(A) 合法性、出口管制、认证、协助、数据保护、仲裁。客户同意在履行本协议义务时, 完全遵守适用的国际法、国家法、联邦法、州法, 地方性法律法规, 包括但不限于: 反贿赂与腐败相关法规, 美国政府、他国政府及美国出口管理局发布的所有终端客户、终端使用及目的地限制。各方应完全遵守美国《美国海外反腐败法》(U.S. Foreign Corrupt Practices Act)。客户及其订户不得通过“软件即服务”(“SaaS”) 订阅进行下载与访问, 或以其他方式出口或再出口此服务或其任何直接产品或与之相关的任何技术数据, 除非严格遵守美国出口管制法律及其他适用法律法规(统称为“出口法规”)。除此之外, 客户还应保证不将此服务及其任何直



8. LIMITATION OF LIABILITY. (A) LIMITATION OF LIABILITY. CUSTOMER'S EXCLUSIVE REMEDY AND GLOBALENGLISH'S, ITS SUPPLIERS' AND LICENSORS' TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR ANY OTHER CLAIM) SHALL BE LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER AND RECEIVED BY GLOBALENGLISH HEREUNDER IN THE PRIOR TWELVE (12) MONTHS. CUSTOMER HEREBY RELEASES GLOBALENGLISH, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. (B) EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL GLOBALENGLISH OR ITS SUPPLIERS AND/OR LICENSORS INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, OR THE COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT GLOBALENGLISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. CONFIDENTIALITY. "Confidential Information" means any and all confidential or proprietary information and data of one party (the "Disclosing Party") disclosed to the other party (the "Receiving Party") in connection with this Agreement and which is identified as, or should be reasonably understood to be, confidential at the time of such disclosure. Confidential Information shall include the terms of this Agreement. The Receiving Party shall: (A) protect the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (B) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (C) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. This Section shall not apply to any information which: (W) is or becomes generally available to the public

接产品及技术数据用于以下目的：(i) 通过“软件即服务” (SaaS) 订阅下载与访问、出口或再出口至美国产业安全总局、美国财政部、美国其他政府部门或机构在清单上载明的已禁止对其进行货物出口的任何国家、目的地、实体、组织或个人；或 (ii) 用于出口法律禁止之任何目的。通过“软件即服务” (SaaS) 下载及/或访问此服务，即表示客户同意上述规定，并陈述和保证客户及/或其订户未处于美国禁止货物出口的任何国家或目的地，也不是上述国家或目的地的公民或居民，且客户并非美国禁止货物出口的实体、组织或个人。对于与客户在当地使用服务有关的任何纳税证明、申请或申报，客户须同意在必要时协助 GlobalEnglish 进行办理。GlobalEnglish 保证在订单的服务访问期间经过美国商务部与欧盟委员会拟定的“美国-欧盟安全港协议框架”及“美国-瑞士安全港协议框架”认证，并将持续保持此认证有效。(B) 数据保护。GlobalEnglish 保证，在订单的服务访问期间，将根据《数据保护政策》([http://www.globalenglish.com/Data\\_Processing\\_Policy](http://www.globalenglish.com/Data_Processing_Policy)) 保护订户的所有个人信息。签订本协议视作客户同意接受《数据保护政策》。GlobalEnglish 有权对《数据保护政策》作出更改，但 GlobalEnglish 不会在客户订单的服务履行期间，从实质上降低文档中定义的安全等级。(C) 有限权利。客户授权 GlobalEnglish 收录其名称与徽标作为客户信息，用于此服务及相关宣传资料、新闻稿及类似宣传渠道，且客户授予 GlobalEnglish 在此方面的有限许可。编制此材料时双方应相互协作。此材料的内容、时间及具体要求由双方书面协商而定。(D) 权益转让与继承，独立承包商。未经 GlobalEnglish 明确的事先书面许可，客户不得将本协议的全部或部分的内容分配或转让，无论是依据法律还是其他方式，GlobalEnglish 保留自行决定的权利。未经同意，任何试图的分配或转让均属无效。各方均为独立的合同当事人。(E) 仲裁、判决地点/法律选择。如发生因本协议引起的或与本协议相关的争议、纠纷或索赔，包括任何有关其存在、有效性、解读、违反或终止（均称为“争议”）的疑问，在一方向另一方发出书面通知（争议通知）后，告知各方的高级行政人员。高级行政人员应在接到争议通知通过友好的方式争取解决争端。接到争议通知后双方未能协商解决争端的，任何一方可以向国际商会(International Chamber of Commerce) 仲裁院提出仲裁申请（此情况下仲裁院裁决视为最终裁决），相关仲裁规则视作通过引用并入此协议。仲裁员应限定为一名，且其应了解 SaaS 相关事项。仲裁本座地或法定地点应为美国旧金山。仲裁过程中应使用英语。本协议受到美国加利福尼亚州的实体法的约束，而不考虑或使用冲突法的法规或原则，并且双方受到加利福尼亚州法院的专属管辖。本协议概不适用《联合国国际货物销售合同公约》及统一计算机信息交



other than as a result of disclosure by the Receiving Party in breach of this Agreement; (X) was rightfully within the Receiving Party's possession prior to its disclosure hereunder by or on behalf of the Disclosing Party; (Y) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party not under obligation to keep such information confidential; or (Z) is developed independently by the Receiving Party without access to any Confidential Information of the Disclosing Party. In the event that Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide the Disclosing Party with prompt written notice so that such Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. Any Confidential Information provided hereunder shall remain the exclusive property of the Disclosing Party. The obligations set forth herein with respect to Confidential Information shall continue in full force and effect for a period of two (2) years after the date of disclosure. Thereafter, the parties' obligations shall survive and continue with respect to any Confidential Information that is a trade secret or protected data under applicable law.

10. GENERAL. (A) COMPLIANCE WITH LAWS; EXPORT CONTROL, CERTIFICATIONS; ASSISTANCE; DATA PROTECTION; ARBITRATION. Customer agrees to fully comply with all applicable international, national, federal, state, and local laws and regulations in performing its obligations hereunder, including, without limitation, those pertaining to anti-bribery and corruption, all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration. Each party shall comply fully with all applicable provisions of the U.S. Foreign Corrupt Practices Act. Customer and its Subscribers may not download, access via a software as a service ("SaaS") subscription or otherwise export or re-export the Services or any direct product thereof or any technical data related thereto except in strict compliance with all United States export control laws and other applicable laws and regulations (collectively, "Export Laws"). Without limiting the preceding sentence, Customer will ensure that neither the Services nor any direct product thereof nor any technical data related thereto: (i) is downloaded, accessed via a SaaS subscription, exported or re-exported to any country, destination, entity, organization or individual to which the U.S. has prohibited the export of goods, as identified on any list maintained by the U.S. Bureau of Industry Security, U.S. Treasury Department or other U.S. government department or agency; or (ii) used for any purposes prohibited by the Export Laws. By downloading and/or accessing the Services via SaaS, Customer agrees to the foregoing and Customer is representing and warranting that Customer and/or its

易法且不受此二者管辖。(F) 协议的完整性、弃权及修订。本协议（包括据此协议签订的全部订单、附件及附录）为客户与 GlobalEnglish 就本协议标的之全部协议，并取代所有之前与同期的关于本协议标的的书面与口头谈判或协议、建议或陈述。对本协议内容的任何修改、修订或弃权（统称为“协议变更”），只有通过书面形式经双方签署或确认方有效。对于任何电子邮件协议变更：(a) 发送电子邮件的客户方陈述和保证电子邮件具备签订本协议变更的全部权利与授权，此电子邮件对客户具有同等约束力；并且 (b) 任何此类电子邮件必须由 GlobalEnglish 法务部发出。若客户采购单或其他订单文件所载条款或条件与本协议条款相反的，因其并不属于本协议的一部分或构成本协议的任何部分，所有此类条款条件均属无效。除非经 GlobalEnglish 书面确认，否则 GlobalEnglish 对本协议的任何条款或任何违反本协议的行为都不放弃主张权利。(G) 合同终止、结构、译本。如果本协议的任何条款无效，双方应尽可能执行，且其余条款仍具有完全效力。本协议任何译本仅出于方便客户之目的，如有争议，以英文版本为准。第 2、5、6(B)、8、9 和 10 节在本协议终止后仍然有效。(H) 通知。所有据此协议发出的通知均采用书面形式。除本协议的修订以及根据本协议第 4 节及第 10 节做出通知外，双方同意可以以电子邮件形式发出此协议相关的通知。所有据本协议发给 GlobalEnglish 的其他通知与信息应发送至以下地址或传真号码。所有据本协议发给客户的其他通知与信息应发送至双方签署的协议所载明的地址或传真号码。据本协议发出的此类通知及信息应采用以下方式发送：(i) 传真 (ii) 专人送达，或 (iii) 全国/国际知名的快递服务。通知在以下情况下被视为有效送达：(a) 传真发送的，收到接收方的接收确认时；(b) 专人送达的，货到时；及 (c) 快递发送的，以送达时间为准。GlobalEnglish 地址：2000 Sierra Point Parkway, Suite 300, Brisbane, California, 94005, USA，联系人：GlobalEnglish 法务部 传真：+1.650.246.6300，联系人：法务部。中国上海市共和新路 1988 号 10 幢 606 室。联系人：法务部。



Subscribers are not located in, under the control of, or a national or resident of any country or destination to which the U.S. has prohibited the export of goods and Customer is not an entity, organization or individual to which the U.S. has prohibited the export of goods. Customer agrees to assist GlobalEnglish with any tax certificates, applications, or filings required in connection with Customer's use of the Services in Customer's territory. (B) DATA PROTECTION. GlobalEnglish warrants that during the Service Access Period of an Order, any and all personal information of Subscribers will be treated in accordance with the Data Protection Policy located at [http://www.globalenglish.com/Data\\_Processing\\_Policy](http://www.globalenglish.com/Data_Processing_Policy) ("Data Protection Policy"). By signing this Agreement, Customer is indicating its acceptance of the Data Protection Policy. The Data Protection Policy is subject to change at GlobalEnglish's discretion; however, GlobalEnglish will not materially reduce the level of security specified in this document during the performance of Services under Customer's Order. (C) LIMITED RIGHTS. Customer authorizes GlobalEnglish to feature its name and logo as a customer on the Services and related promotional materials, press releases and similar communications, and Customer grants GlobalEnglish a limited license in that respect. The parties will cooperate with each other in order to create such material, the content, timing and necessity of which will be agreed upon in writing by both parties. (D) ASSIGNMENT AND SUCCESSORS IN INTEREST, INDEPENDENT CONTRACTORS. Customer may not assign or transfer this Agreement, in whole or in part, whether by operation of law or otherwise, without GlobalEnglish's express prior written consent, which GlobalEnglish may withhold in its sole discretion. Any attempted assignment or transfer without such consent will be null. Each of the parties is operating as an independent contractor. (E) ARBITRATION; VENUE/CHOICE OF LAW. If any dispute, controversy or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination (each, a 'Dispute'), it shall be referred, upon written notice (a 'Dispute Notice') given by one party to the other, to a senior executive from each party. The senior executives shall seek to resolve the Dispute on an amicable basis within 30 days of the Dispute Notice being received. Any Dispute not resolved within 30 days of the Dispute Notice being received may be referred by either party to (and if so referred shall be finally resolved by) arbitration under the of Arbitration of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, which arbitrator shall be versed in SaaS related matters. The seat, or legal place, of arbitration shall be San Francisco, United States. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be the substantive law of California, United States, without





regard to or application of conflict of laws rules or principles, and the parties submit to the exclusive jurisdiction and venue of the courts of the State of California. In no event shall either the United Nations Convention on Contracts for the International Sale of Goods or any adopted version of the Uniform Computer Information Transactions Act apply to, or govern, this Agreement. (F) ENTIRE AGREEMENT, WAIVER, AMENDMENTS. This Agreement, including all Orders, exhibits and addenda executed hereunder contains the entire agreement between Customer and GlobalEnglish concerning its subject matter and supersedes all prior and contemporaneous negotiations or agreements, proposals or representations, written or oral, concerning its subject matter. Any modification, amendment or waiver of any provision of this Agreement (collectively and individually, an "Agreement Change") may only be in writing and either signed or accepted by both parties (which may include email). For any email Agreement Change: (a) Customer party sending such email represents and warrants it has the full power and authority to enter into the Agreement Change and bind the Customer to same; and (b) any such email must originate from the GlobalEnglish Legal Department. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are null and void. No provision or breach of this Agreement shall be deemed waived by GlobalEnglish except in writing. (G) SEVERABILITY; CONSTRUCTION; TRANSLATION. If any provision of this Agreement is invalid it will be enforced as nearly as possible, and the remainder of this Agreement will remain in full force. Any translated version of this Agreement is provided for convenience only, and the English version shall control in the event of a dispute. Sections 2, 5, 6(B), 8, 9, and 10 shall survive termination of this Agreement. (H) NOTICES. All notices given hereunder shall be in writing. The parties agree that e-mail is an acceptable means of providing notices in connection with this Agreement, except with respect to amendments to this Agreement and notices under Section 4 and this Section 10. All other notices and communications to GlobalEnglish hereunder shall be sent to the address or facsimile number stated below. All other notices and communications to Customer hereunder shall be sent to the address or facsimile number stated in any mutually signed Agreement. Such notices and communications hereunder shall be sent using the following means: (i) facsimile; (ii) personal delivery; or (iii) nationally/internationally recognized express courier. Notices will be deemed to be duly given: (a) for facsimile, upon confirmation of receipt by the receiving party; (b) for personal delivery, upon delivery; and (c) for courier, two (2) business days after dispatch with such courier. GlobalEnglish Address: 2000 Sierra Point Parkway, Suite 300, Brisbane, California,



94005, USA, ATTN: Legal Department GlobalEnglish  
Facsimile: +1.650.246.6300, ATTN: Legal Department.

**The duly authorized representative of the Customer has executed this Agreement, effective on the date shown below.**

双方签署本协议后，本协议自下文所示日期起生效。

**CUSTOMER:/ 客户:**

**By:** \_\_\_\_\_  
**Authorized Signature/ 授权人签名**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**GLOBAL ENGLISH: 培英（上海）软件技术有限公司**

**By:** \_\_\_\_\_  
**Authorized Signature/ 授权人签名**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_