

ECOLAB3D PROGRAM GENERAL TERMS AND CONDITIONS Ecolab3D 项目一般条款和条件

These Ecolab3D Program General Terms and Conditions (the “Program T&Cs”), including Ecolab’s Data Processing General Terms and Conditions incorporated herein by reference and available at <https://www.ecolab.com/ecolab3dtandc> (the “DPA,” and together with the Program T&Cs, these “Terms”) govern the use of all Ecolab3D Program(s) service offerings, including the Software, Documentation, and the websites, mobile applications, or other interactive properties and related equipment through which the Ecolab3D Program is delivered (collectively and individually, the “Program”) that are made available by Ecolab Inc. or one or more of its affiliates (“Ecolab,” “us,” “we,” or “our”). These Terms are a legal contract between you and the entity(ies) you represent or have agency to act on behalf of (“Customer”), on one hand, and Ecolab, on the other hand (each a “Party” and collectively, the “Parties”). “You” or “Your” means collectively you (the individual) and Customer that purchase, access or use the Program. There may be individual offerings within the Program (each an “Offering”) that warrant terms and conditions specific to that Offering that may be different or in addition to these Terms (such different or additional terms specific to an Offering referred to as the “Offering Terms”). Ecolab will provide the applicable Offering Terms to you for review and acceptance at the time an Offering is made available to you. If you are using different Offerings concurrently you will be subject to these Terms and each of the applicable Offering Terms concurrently but the Offering Terms applicable to a given Offering will only apply to you with respect to that specific Offering and not any other Offering.

本《Ecolab3D 项目一般条款和条件》（“《项目条款和条件》”），包括经援引纳入本《项目条款和条件》的 Ecolab《数据处理一般条款和条件》（网址为：<https://www.ecolab.com/ecolab3dtandc>，“DPA”，与《项目条款和条件》合称为“本条款”），管辖所有 Ecolab3D 项目服务产品的使用，包括由 Ecolab Inc.或其一家或多家关联公司（“Ecolab”或“我们”）提供的包括软件、文件、交付 Ecolab3D 项目的网站、移动应用程序或其他互动财产和相关设备（共同及各自称为“项目”）。本条款为您和您代表的或有代理权代表的实体（“客户”）作为一方，和 Ecolab 作为另一方（单独称为“一方”，合称为“双方”）之间的法律合同。“您”是指购买、访问或使用本项目的您（个人）和客户的合称。项目中可能存在个别产品（单独称为“产品”）提供特定于该产品的条款和条件，该条款和条件可能与本条款不同或额外于本条款（该等不同或额外于本条款的特定条款称为“产品条款”）。Ecolab 将在向您提供产品时向您提供适用的产品条款以供您阅读和接受。如果您同时使用不同的产品，您将同时受本条款和所有适用的产品条款的约束，但适用于特定产品的产品条款将仅适用于该特定产品，而不适用于任何其他产品。

BY CLICKING “I AGREE” AT THE BOTTOM OF THESE TERMS, OR AFTER BEING AFFORDED THE OPPORTUNITY TO REVIEW THESE TERMS VIA ELECTRONIC ACCESS OR OTHERWISE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THESE TERMS, AND YOU REPRESENT TO ECOLAB THAT (I) YOU ARE AUTHORIZED TO ENTER INTO THESE TERMS ON YOUR OWN BEHALF AND ON BEHALF OF CUSTOMER, (II) YOU ARE, AT ALL TIMES DURING YOUR ACCESS TO AND USE OF THE PROGRAM, AN AUTHORIZED USER OF CUSTOMER, AND (III) YOU AND THE CUSTOMER AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, OR IF YOU ARE NOT AUTHORIZED BY CUSTOMER TO ACCEPT THESE TERMS FOR CUSTOMER, THEN DO NOT ACCESS OR USE THE PROGRAM.

通过在本条款底部点击“我同意”，或在通过电子或其他方式有机会阅读本条款之后，您确认您已经阅读并接受本条款，且您向 Ecolab 声明：（I）您被授权代表您自己和客户订立本条款，（II）在您访问和使用本项目期间，您始终是客户的授权用户，（III）您和客户同意受本条款约束。如果您不同意本条款中的任何一项，或如果您未获得客户授权代表客户接受本条款，则请勿访问或使用本项目。

Any other terms and conditions contained in any purchase order, acknowledgement, request for proposal or other documents or communications by You that are different from or in addition to the terms set forth in these Terms are hereby expressly rejected and shall not be binding on Ecolab.

您提交的任何订单、确认书、招标书或其他文件或通讯中包含的不同于或额外于本条款规定条款的任何其他条款和条件，在此被明确拒绝，并且对 Ecolab 不具有约束力。

Subject to Section 16(e) of these Program T&Cs, Ecolab may update these Terms from time to time. Ecolab may make modifications to any Program in its discretion, provided that such modifications do not materially adversely affect the functionality of the Program.

根据《项目条款和条件》第 16 (e) 条的规定, Ecolab 可不时对本条款进行更新。Ecolab 可酌情对任何项目作出修改, 前提是该等修改不会对项目的功能产生重大不利影响。

1. Select Definitions. Capitalized terms shall have the definition set forth herein.

选择定义。大写术语应具有本条款中规定的定义。

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

“关联公司”指拥有或控制一方、被一方拥有或控制, 或与一方共同被控制或拥有的实体, 其中控制的定义是直接或间接拥有指导或导致指导某一实体的管理和政策的权力, 无论是通过拥有投票权的证券、合同或其他方式。

- b. “Applicable Law” means any and all laws, ordinances, rules, directives, administrative circulars, supervisory guidance, and regulations of any kind of any governmental authority within the jurisdictions applicable to a Party, including, but not be limited to, applicable Export Laws.

“适用法律”指适用于一方的司法管辖区内的任何政府机关的任何及所有法律、法令、规则、指令、行政通知、监督指导和任何类型的法规, 包括但不限于适用的出口法律。

- c. “Authorized User” means an individual authorized to use the Program pursuant to these Program T&Cs, as an officer, director, employee, contingent worker, independent contractor, agent or other person designated by Customer, provided that any corresponding fees for each such Authorized User’s access and use of the Program are paid to Ecolab pursuant to these Program T&Cs.

“授权用户”指根据本《项目条款和条件》的规定, 被授权使用本项目的个人, 包括管理人员、董事、雇员、临时工、独立承包商、代理人或客户指定的其他人员, 前提是每位该等授权用户访问和使用本项目的相应费用已根据本《项目条款和条件》支付给 Ecolab。

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

“客户数据”指由客户或客户代表客户向 Ecolab 提供的或提供的、与本项目有关的任何及所有数据、信息和/或材料。

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

“衍生数据”指 (i) 由 Ecolab 或代表 Ecolab 处理、匿名化、聚合和/或操作的客户数据, 但无法通过肉眼识别其直接来源于客户数据; 及 (ii) 由 Ecolab 或代表 Ecolab 与本项目有关而产生的任何一般信息或见解。

- f. “Documentation” means all formal documentation and materials published or provided in writing by Ecolab related to the Software, including user manuals, help files and any other instructions,

specifications, documents, and materials describing the functionality, installation, testing, operation, use, maintenance, support, technical features, or requirements of the Software.

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

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

“知识产权”指根据世界各地的成文法或普通法而享有的任何及所有知识产权，包括但不限于：(i) 专利权（包括专利申请和公开）；(ii) 登记和未登记的著作权（包括源代码和目标代码在内的软件权利）；(iii) 登记和未登记的商标和商号权；及 (iv) 商业秘密权。

- h. “Intended Purposes” means the purposes of the Software expressly set forth in any Documentation.

“预期目的”指任何文件中明确规定的软件目的。

- i. “Licensed Locations” means the licensed Customer facility locations as identified in an agreement.

“许可地点”指协议中确定的经许可的客户设施地点。

- j. “Software” means the software program(s) owned by or licensed to Ecolab, and any Ecolab updates, upgrades, enhancements, releases, improvements, and any other adaptations or modifications made to such software programs that are delivered by Ecolab to Customer.

“软件”指 Ecolab 拥有或被许可的软件程序，以及 Ecolab 向客户交付的任何 Ecolab 更新、升级、增强、发布、改进及对该等软件程序所作的任何其他调整或修改。

2. Program License and Account Creation.

项目许可和账户创建。

- a. **Program License.** During the Term (as defined herein), Ecolab grants Customer a non-exclusive, limited, nontransferable, non-assignable, non-sublicensable, revocable license to access and use the Program and accompanying Documentation solely for Customer’s internal business purposes in accordance with the Intended Purposes at the Licensed Locations (the “License”).

项目许可。在期限（定义见本条款）内，Ecolab 授予客户一项非独占的、有限的、不可转让的、不可再许可的、可撤销的许可，仅为客户内部业务之目的，在许可地点根据预期目的访问和使用程序和随附文件（“许可”）。

- b. **Visitors and Account Creation.** You may be able to visit certain public sections of the Program, including public sections of a website associated with a Program, without identifying yourself or providing personal information. In order to access some or all features of a Program, you are required to register with the Program as an Authorized User and select a username and password and create an account (“Account”). By creating and registering for an Account, you represent and warrant that all information you submit is truthful and accurate. In addition to providing information on yourself as directed by the Customer, you may request to establish additional Authorized Users of the Program on behalf of the Customer, provided the Customer has authorized the same, by

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

访客和账户创建。您可以访问项目的某些公开部分，包括与项目有关的网站的公开部分，而无需表明您自己的身份或提供个人信息。为访问项目的部分或全部功能，您必须在项目中注册为授权用户，选择一个用户名和密码并创建一个账户（“账户”）。通过创建和注册账户，您声明并保证您提交的所有信息真实准确。除了按照客户的指示提供有关您自己的信息外，您还可以代表客户要求建立项目的其他授权用户，但前提是客户已经授权。您可以直接向 Ecolab 提供该等授权用户的信息，或指示每个项目的授权用户创建他们自己的账户。如果您直接向 Ecolab 提供授权用户的信息，您在此向 Ecolab 声明，您对您提交的授权用户和客户的信息（“授权用户数据”）拥有所有必要的权利、授权和同意，且客户应对所有该等授权用户在项目中的行为负责。所有提供给 Ecolab 的账户信息和任何授权用户数据在任何时候都必须真实、准确、最新和完整。授权用户有责任在必要的情况下及时更新授权用户数据，以确保其准确性和完整性。通过向 Ecolab 提供您的账户信息和授权用户数据，您在此授权 Ecolab 及其关联公司、承包商和供应商使用、复制、分许可和披露所有账户信息和授权用户数据，（i）如本条款所述作为提供项目的一部分，（ii）在适用联邦、州或地方法律或具有管辖权的法院或政府机构发布的有效命令（“法律命令”）所要求的范围内，（iii）在执行本条款和/或保护 Ecolab 或其他方的任何合法权利所需要的范围内，（iv）以不包括识别信息的聚合形式，和（v）DPA 或相关项目隐私声明（如适用）所允许的范围内。

- c. Authorized User Accounts. You may not have more than one (1) Account without Ecolab’s prior written permission. You must access the Program and non-public portions of the Program only through your Account. You may not transfer Your Account to anyone without the express prior written consent of Ecolab. Customer will ensure the security of all passwords and usernames used by Customer personnel and Authorized Users to use the Program. Customer is responsible for access control maintenance (including access termination) in connection with its and Authorized Users’ use of the Program. Customer will notify Ecolab promptly if Customer becomes aware of, or suspects, any breach of security or unauthorized access to or use of the Program or of any account used to access the Program or any unauthorized access to passwords or usernames. **You agree to bear all responsibility and liability for all actions under or through Your Account as well as all fees and/or charges incurred from the use of Your Account, whether authorized or unauthorized.**

授权用户账户。未经 Ecolab 事先书面许可，您不得拥有一（1）个以上的账户。您只能通过您的账户访问项目和项目的非公开部分。未经 Ecolab 事先明确书面同意，您不得将您的账户转让给任何人。客户将确保客户人员和授权用户使用项目所使用的所有密码和用户名的安全性。客户应负责与其和授权用户使用项目有关的访问控制维护（包括访问终止）。如客户发现或怀疑任何安全漏洞或未经授权访问或使用项目或任何用于访问项目的账户，或

任何未经授权访问或使用密码或用户名的情况，客户将立即通知 Ecolab。您同意对在您的账户下或通过您的账户进行的所有行为，以及使用您的账户所产生的所有费用和/或收费（无论是否获得授权）承担全部责任和义务。

- d. Authorized User Content. You may generate, provide or otherwise make available on or through the Program content and materials, including, but not limited to, content that may be considered Customer Data (“User Content”). **User Content is the sole responsibility of the Authorized User that submitted that User Content. Ecolab does not control User Content generated or provided by Authorized Users and is not responsible or liable in any way for any User Content that is made available through the Program.** Ecolab does not endorse any User Content, and does not warrant or guarantee the integrity, truthfulness, accuracy, or quality of any User Content. You and Customer agree that Ecolab is not liable for any loss or damage of any kind resulting from availability, access, and/or use of any User Content. You further agree that the User Content that you may generate or provide through the Program shall be truthful and not misleading. You and Customer hereby grant to Ecolab a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute Your User Content, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the User Content. **You hereby represent that you have obtained any necessary rights, authorizations, and consents from Customer and any applicable third-parties with respect to your submitted User Content,** including, without limitation, to grant the rights in this Section 2(d) to Ecolab. You and Customer agree not to submit User Content that: (i) may or does create a risk of harm, injury, death, disability, or any other loss or damage to any person or property; (ii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (iii) contains any information or content that you know is not correct and current. You and Customer agree that any User Content that you upload does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy. Ecolab reserves the right, but is not obligated, to reject and/or remove any User Content that Ecolab believes, in its sole discretion, violates these provisions. If you believe your work is the subject of intellectual property infringement and appears in the Program or in User Content, please see our Trademark and Copyright Infringement Policy available <https://www.ecolab.com/dmca>, which is incorporated herein by reference.

授权用户内容。您可以制作、提供或以其他方式在项目上或通过项目提供内容和材料，包括但不限于可能被视为客户数据的内容（“用户内容”）。用户内容由提交该用户内容的授权用户单独承担责任。Ecolab 不控制授权用户制作或提供的用户内容，也不以任何方式对通过项目提供的任何用户内容负责。Ecolab 不认可任何用户内容，也不保证或担保任何用户内容的完整性、真实性、准确性或质量。您和客户同意，Ecolab 不对因任何用户内容的可用性、访问和/或使用而导致的任何损失或损害承担任何责任。您进一步同意，您通过项目制作或提供的用户内容应真实且不具误导性。您和客户特此授予 Ecolab 一项非排他的、永久的、不可撤销的、免版税的、全额付清款项的、全球范围的许可（包括通过多层再许可的权利），以现在已知的或此后存在的、已知的或开发的任何形式、媒体或传播方式，使用、复制、加工、改编、公开表演、公开展示、修改、准备衍生作品、出版、传输和分发您的用户内容或其任何部分，以及授权他人使用用户内容。**您特此声明，就您提交的用户内容，您已从客户和任何相关第三方处获得任何必要的权利、授权和同意**，包括但不限于向 Ecolab 授予本第 2（d）条中规定的权利。您和客户同意，不会提交以下用户内容：
（i）可能或确实对任何人或财产造成伤害、死亡、残疾或任何其他损失或损害的风险；
（ii）包含您在任何法律或合同或信托关系项下无权提供的任何信息或内容；或（iii）包含您明知不是正确的或最新的任何信息或内容。您和客户同意，您上传的任何用户内容现在和将来均不会侵犯任何第三方权利，包括但不限于任何知识产权或隐私权。Ecolab 保留拒绝和/或移除依其自主判断认为违反该等条款的任何用户内容的权利，但没有义务这样做。如果您认为您的作品的知识产权受到侵犯且出现在项目或用户内容中，请查看我们的《商

标和版权侵权政策》（网站为：<https://www.ecolab.com/dmca>），该政策已经援引纳入本《项目条款和条件》。

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

客户系统、授权用户证书、客户数据和出口法律合规。

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

客户系统。客户应自行负责取得访问项目所需的硬件和互联网连接，并自行负责遵守 Ecolab 上传客户数据的技术要求。Ecolab 不应以任何方式对客户或任何第三方提供的任何设备负责，且客户应是支持和维护其自有设备的唯一责任方。Ecolab 项目可能与客户或第三方设备不兼容。客户确认并同意，为了使项目与客户设备或第三方设备兼容，Ecolab 无需修改 Ecolab 项目或项目的交付。在期限内，客户应始终：（a）设置、维护并妥善运行所有信息技术基础设施，包括计算机、软件、硬件、数据库、电子系统（包括数据库管理系统）和网络，无论该等信息技术基础设施是由客户直接运行还是通过使用第三方服务运行（“客户系统”），在这些系统上或通过这此系统访问或使用本项目；（b）提供 Ecolab 可能合理要求的所有合作和协助，以使 Ecolab 能够行使其在本条款项下的权利并履行其在本条款项下的义务；以及（c）确保项目的使用仅用于客户自身环境，且符合适用法律、文件和其他适用要求，包括客户在 DPA 项下的义务。客户应采取所有物理、管理和技术控制、安全程序和其他必要的保护措施，以根据本条款：（a）安全地管理项目的分发和使用，防止任何未经授权访问或使用；以及（b）控制客户数据的内容和使用，包括为项目处理而上传或以其他方式提供适当的客户数据。Ecolab 对客户的网络、硬件和 IT 系统的安全不承担责任，包括但不限于，任何可能的、涉嫌的或实际的违反客户物理或 IT 安全防御措施的行为，

以及由此导致的客户或其人员的任何数据的泄露。客户应自行负责为保护与其使用项目有关的对其硬件、系统和客户数据的访问而合理要求的任何安全项目。**Ecolab 有权在任何时候终止或暂停对任何授权用户或客户的访问**，条件是 Ecolab 善意地认为该等终止或暂停对项目或 Ecolab 网络的安全、完整性或可访问性是必要的。**客户同意就与上述有关的任何索赔赔偿 Ecolab 及其关联公司并使其免受损害。**

- b. Customer Data and Privacy. Customer is solely responsible for ensuring that Customer Data does not infringe on any intellectual property right, violate any Applicable Laws or the terms of any agreement, including, without limitation, any associated privacy terms.

客户数据和隐私。客户应自行负责确保客户数据不侵犯任何知识产权，不违反任何适用法律或任何协议的条款，包括但不限于任何相关隐私条款。

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

出口法律合规。各方应（a）遵守美国商务部工业和安全局、美国财政部外国资产控制办公室或其他实施出口管制和贸易制裁的政府实体管理的适用法律（“出口法律”），包括指定国家、实体和个人（“制裁对象”），及（b）不得直接或间接地向制裁对象出口、再出口或以其他方式交付项目，或中介、资助或以其他方式促进任何违反出口法律的交易。客户声明，根据适用法律（包括出口法律），其不是制裁对象，也未被禁止使用项目和/或购买或许可相关的软件和文件，并进一步声明，签订本条款将不会违反任何出口法律。

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

权属/所有权、保密、知识产权、第三方技术和客户数据许可。

- a. Title/Ownership. Customer acknowledges that, except for the License, it has not and will not acquire any rights, title or interest in or to any of the Program. The Program, all associated Software and Documentation; Ecolab’s data, information, and Content (as defined below), all Intellectual Property Rights therein and thereto, and all Intellectual Property Rights related to technology that is used in the provisioning of the Program are, and shall at all times remain, the exclusive and sole property of Ecolab, its related third parties, affiliates, agents and its licensors, as applicable. All rights not expressly granted herein are reserved and retained by Ecolab and its third parties, affiliates, agents and its licensors, and no Intellectual Property Rights or any other form or type of rights or licenses are granted at any time to Customer, or are assigned, granted, or transferred to Customer, its employees, Affiliates, Authorized Users, agents and independent contractors or any other party by estoppel, implication, or otherwise.

权属/所有权。客户确认，除许可外，其现在和将来均不会获得项目的任何权利、所有权或权益。项目、所有相关软件和文件；Ecolab 的数据、信息及内容（如下文所定义），其中的所有知识产权，以及与提供项目所使用的技术相关的所有知识产权，均为且应始终为 Ecolab 及其相关第三方、关联公司、代理及其许可方（如适用）的专有和独占财产。本条款中未明确授予的所有权利均由 Ecolab 及其第三方、关联公司、代理及其许可方保留并保有，任何知识产权或任何其他形式或类型的权利或许可均未在任何时候授予客户，亦未以

禁止反言、暗示或其他方式向客户、其雇员、关联公司、授权用户、代理或独立承包商或任何其他方转让、授予或转让。

- b. **Confidentiality and Ecolab's Intellectual Property.** Customer acknowledges that Ecolab's Program, Software and Documentation, business plans, trade secrets, discoveries, ideas, designs, drawings, specifications, techniques, models, data, code, programs, processes, lists, know-how, marketing plans, customer information, and financial and technical information and other information that is known to be or should be known to be confidential information or designated by Ecolab as confidential information (collectively, the "Confidential Information") are Confidential Information of Ecolab, and Customer will not disclose such Confidential Information or any of Customer's use thereof to any third party, or use such Confidential Information for any purpose not authorized herein. Except for certain Customer Data as described herein, all material included in the Program, including (without limitation) the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") are owned by or licensed to Ecolab, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content in the Program may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without our prior written consent. You and Customer shall not challenge or assist any third party to dispute or challenge Ecolab's or its licensors' ownership of such rights or the validity or enforceability of such rights.

保密和 Ecolab 的知识产权。 客户确认， Ecolab 的程序、软件和文件、业务计划、商业秘密、发现、创意、设计、图纸、规格、工艺、模型、数据、代码、程序、流程、清单、诀窍、营销计划、客户信息、财务和技术信息以及其他已知或应知为保密信息或被 Ecolab 指定为保密信息的信息（统称为“保密信息”），均为 Ecolab 的保密信息，客户不得向任何第三方披露该等保密信息或客户对该等保密信息的任何使用，亦不得将该等保密信息用于本条款授权范围之外的任何目的。除本条款所述的特定客户数据外，项目包含的所有材料，包括（但不限于）文本、软件、脚本、图片、照片、声音、音乐、视频、互动功能等（“内容”），均由 Ecolab 拥有或许可给 Ecolab，并受美国、外国法律和国际公约项下的版权和其他知识产权的约束。未经我们事先书面同意， Ecolab 项目中的内容不得为任何其他目的的使用、拷贝、复制、分发、传送、广播、展示、出售、许可，或以其他方式进行利用。您和客户均不得质疑或协助任何第三方质疑或质疑 Ecolab 或其许可方对该等权利的所有权或该等权利的有效性或可执行性。

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

第三方技术。 Ecolab 提供给客户的软件可能包括除 Ecolab 以外的其他人拥有的软件、内容、数据或其他材料，包括相关文件，该等软件、内容、数据或其他材料是根据本条款所含条款以外的和/或不同的条款提供给客户的（“第三方技术”）。对该等软件、内容、数据或材料的使用被视为接受适用于第三方技术的任何和所有附加条款。客户违反任何第三方技术许可的行为也构成对本条款的违反。

- d. **Customer Data License.** Customer owns and retains all right, title and interest in and to Customer Data. Subject to the terms and conditions of these Terms, Customer grants to Ecolab, and its Affiliates, a perpetual, nonexclusive, worldwide, royalty-free, transferable, sublicensable license to use, copy, store, process, manipulate, modify, change, configure, perform, display and transmit Customer Data as necessary to provide the Program to Customer. Customer grants to Ecolab an

irrevocable, nonexclusive, worldwide, royalty-free, transferable, sublicensable, perpetual right to aggregate Customer Data with other data from others and to use in any way de-identified Customer Data and aggregated Customer Data including, without limitation, for the purpose of improving the Program and to create Derived Data. Customer represents and warrants that Customer owns and/or has all necessary rights in the Customer Data to grant Ecolab the rights granted in these Terms.

客户数据许可。客户拥有并保留对客户数据的所有权利、所有权和权益。根据本条款中的条款和条件，客户授予 Ecolab 及其关联公司为向客户提供项目所需的使用、拷贝、存储、处理、操作、修改、更改、配置、执行、显示和传输客户数据的永久、非排他性、全球范围、免版税、可转让、可再许可的许可。客户授予 Ecolab 不可撤销、非排他性、全球范围、免版税、可转让、可再许可的永久权利，以将客户数据与其他方的数据进行聚合，并以任何方式使用去标识化客户数据和聚合客户数据，包括但不限于用于改进项目和创建衍生数据。客户声明并保证，客户对客户数据拥有和/或拥有所有必要的权利，以授予 Ecolab 本条款中授予的权利。

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

客户数据的使用和项目的管理。

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

服务分析。在不限制任何客户数据所有权的情况下，Ecolab 应有权：(i) 汇编与项目和客户数据的性能、操作和使用有关的统计和其他信息，以及 (ii) 将项目数据和客户数据以聚合形式用于安全和操作管理，创建统计分析，为研发之目的，以及为改进 Ecolab 的产品、软件、技术和服务并将其商业化之目的，将客户数据整合入聚合和匿名化的数据集中（第 (i) 和 (ii) 项合称为“服务分析”）。Ecolab 拥有并保留该等服务分析的所有权利、所有权和权益，并将采取合理措施不将客户数据以可能识别客户身份的形式进行整合。此外，客户同意 Ecolab 拥有并保留衍生数据的所有权利、所有权和权益。

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

监控项目。Ecolab 可能使用工具、脚本、软件和设施（合称为“工具”）来监控和管理项目，并帮助解决客户的服务请求。工具收集的信息还可能用于协助管理 Ecolab 的产品和服务组合，帮助 Ecolab 解决其产品和服务的不足之处，以及用于许可证和项目管理的。

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

第三方服务提供商。Ecolab 与其他帮助 Ecolab 向客户提供产品和服务（包括修改和更新）的公司合作，如第三方制造商、第三方软件提供商、云托管服务提供商、货运公司和信用卡处理公司，Ecolab 可能为此与这些公司共享特定信息，包括关于客户使用项目的信息。

6. Customer Support.

客户支持。

- a. Internet. Customer acknowledges that Ecolab is not responsible for delays, delivery failures or other damages resulting from Customer or Customer's Authorized Users' access to the internet, and such access is the responsibility of the Customer or each Authorized User.

互联网。客户确认，Ecolab 对因客户或客户的授权用户访问互联网而导致的延误、交付失败或其他损失不承担任何责任，此类访问是客户或每个授权用户的责任。

- b. System Updates. Ecolab reserves the right, in its sole discretion, to make any enhancements or modifications to the Program that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Program; (ii) the competitive strength of or market for the Program; or (iii) the Program's cost efficiency or performance; or (b) to comply with Applicable Law. If there are any functional updates or enhancements that in Ecolab's sole discretion are considered new products relating to the Program, Ecolab will notify Customer of such new products and the cost in the event Customer elects to incorporate such new products as part of the Program. **Ecolab has the right to bill, and Customer shall pay, for all reasonable upgrade charges. Notwithstanding the foregoing, Ecolab is not obligated to update, upgrade, enhance or improve the Program.**

系统更新。Ecolab 保留自行决定对项目进行任何其认为必要或有用的改进或修改的权利，以：（a）维持或改进（i）项目的质量或交付；（ii）项目的竞争力或市场；或（iii）项目的成本效益或性能；或（b）遵守适用法律。如果 Ecolab 自行决定将任何功能更新或改进视为与项目有关的新产品，Ecolab 将通知客户该等新产品以及客户选择将该等新产品作为项目的一部分时的费用。**Ecolab 有权开具账单，客户应支付所有合理的升级费用。尽管有上述规定，Ecolab 无义务更新、升级、改进或改进项目。**

- c. Scheduled Maintenance. Scheduled system maintenance will take place during a normal maintenance window. During such time, the Program will be unavailable. Emergency maintenance may be required at other times in the event of an incident or circumstance requiring immediate attention outside of normally scheduled system maintenance.

计划维护。计划系统维护将在正常维护窗口期内进行。在此期间，项目将不可用。如果在正常计划系统维护之外发生需要立即关注的事故或情况，则可能需要在其他时间进行紧急维护。

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

Ecolab's sole obligation will be to use commercially reasonable efforts to resolve the issue and to resume providing access to the Program. Ecolab may provide notice of any Unscheduled Downtime to Customer and provide updates regarding resumption of access to the Program following any Unscheduled Downtime to the extent known to Ecolab.

项目性能和可用性。Ecolab 不向您或客户就项目的可靠性和可用性作出任何陈述、保证或索赔。此外，Ecolab 不对任何延迟或无法提供项目的情况负责，不对因但不限于超出 Ecolab 合理控制范围的情况和/或以下事件导致的计划外停机承担任何责任：（a）客户或任何授权用户违反本条款的任何规定；（b）客户或授权用户的设备或软件与项目不兼容；（c）客户或授权用户的网络、硬件或其他系统，包括互联网连接性能不良或不充分；（d）客户或授权用户的设备故障；（e）不可抗力（包括本《项目条款和条件》中可能定义的不可抗力）；（f）非由 Ecolab 根据本《项目条款和条件》提供的任何软件、硬件、系统、网络、设施的故障、中断、停机或其他问题或其他事项；或（g）项目的失效、暂停或终止（因本条第（a）项至第（g）项所述事件导致的计划外停机称为“计划外停机”）。如发生计划外停机，Ecolab 的唯一义务是尽商业上合理的努力解决问题并恢复对项目的访问。在 Ecolab 已知的范围内，Ecolab 可向客户提供任何计划外停机通知，并提供有关计划外停机后恢复对项目访问的最新信息。

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

禁止用途。除 Ecolab、本条款或适用法律禁止的用途外，您不得，也不应允许任何第三方从事以下任何行为：

- a. Use the Program for any purpose other than the Intended Purposes or in any way beyond the scope of the license set forth in these Program T&Cs, including, without limitation, using the Program in the operation of a service bureau, for timesharing, or otherwise for the benefit of third parties.

将项目用于预期目的以外的任何目的，或以任何方式超出本《项目条款和条件》载明的许可范围使用项目，包括但不限于，将项目用于服务局的运营、用于分时使用或以其他方式为第三方的利益使用项目。

- b. Copy or distribute the Program or any Software or Documentation without Ecolab's prior written approval, or change or delete any copyright or proprietary notices from the Program or Content.

未经 Ecolab 的事先书面批准，复制或分发项目或任何软件或文件，或更改或删除项目或内容的任何版权或专有通知。

- c. Circumvent, disable or otherwise interfere with security-related features of the Program or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Program or the Content therein.

规避、禁用或以其他方式干预项目的安全相关功能，或阻止或限制任何内容的功能，或限制项目或其中内容的使用的功能。

- d. Download, access, use or register for the Program if you are under eighteen (18) years old.

如您未满十八（18）岁，且下载、访问、使用或注册本项目。

- e. Access or use the Program by artificial means or in a manner that, in Ecolab's sole discretion, would inflict an excessive load on Ecolab's or its suppliers' hardware or software.

以人为的方式或依 Ecolab 的自行判断以对 Ecolab 或其供应商的硬件或软件造成过度负载的方式访问或使用项目。

- f. Disclose information or analysis regarding the quality or performance of the Program.

披露与项目的质量或性能有关的信息或分析。

- g. Upload or transmit: (i) any User Content or data that infringe or violate any rights of any party, including, but not limited to, any patent, copyright, trademark, trade secret or any proprietary or other right of Ecolab or a third party, (ii) any User Content or data that are, or Ecolab deems to be, unlawful, illegal, threatening, obscene, defamatory, libelous, profane, harmful, abusive, racially or ethnically offensive, harassing, humiliating, invasive of privacy or publicity rights, otherwise objectionable, or otherwise violate the rights of Ecolab or a third party, or (iii) any disabling code (defined as computer code designed to interfere with the normal operation of the Program or Ecolab's or a third party's hardware or software) or any program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the Program or Ecolab's or a third party's hardware or software.

上传或传输：（i）侵犯或违反任何一方的任何权利的任何用户内容或数据，包括但不限于，任何专利、版权、商标、商业秘密或 Ecolab 或第三方的任何专有或其他权利，（ii）任何属于或 Ecolab 认为属于，不正当的、非法的、威胁性的、淫秽的、诽谤的、中伤的、亵渎的、有害的、辱骂的、种族或民族冒犯的、骚扰的、侮辱的、侵犯隐私或公开权利的、其他令人反感的或以其他方式侵犯 Ecolab 或第三方的权利的用户内容或数据，或（iii）任何禁用代码（定义为旨在干扰项目或 Ecolab 或第三方的硬件或软件的正常运行的计算机代码）或任何项目例程、设备或其他未披露的功能，包括但不限于旨在删除、禁用、停用、干扰或以其他方式伤害项目或 Ecolab 或第三方的硬件或软件的定时炸弹、病毒、软件锁、死机设备、恶意逻辑、蠕虫、特洛伊木马或陷阱门。

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

将项目用于基准设定、监控或测试可用性或性能，或用于任何其他竞争性用途，包括但不限于，创建与项目实质上相似的程序、产品、服务、技术或软件。

- i. Modify, adapt, alter, disassemble, decompile, decode, translate or convert into human readable form, or reverse engineer, all or any part of the Program or any Software, or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization), modify or create a derivative work of the Program by any means whatsoever.

以任何方式修改、改编、更改、反汇编、反编译、解码、翻译或转换成人类可读形式，或对项目或任何软件的全部或任何部分进行反向工程，或试图重构或获取任何源代码（或潜在理念、算法、结构或组织），修改或创建项目的衍生作品。

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

除非项目功能明确允许，以实时观看以外的任何目的或任何方式（禁止例如截屏、下载和存储等行为）使用或访问任何数据、内容或材料。

- k. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Program, or which, as determined by Ecolab, may harm Ecolab or Program users or expose them to liability.

从事任何其他限制或禁止任何人使用或享用项目的行为，或 Ecolab 认为可能对 Ecolab 或项目用户造成伤害或使他们承担法律责任的行为。

8. Term. These Terms shall commence on the date you first access or use the Program and remain in place for so long as you have access to the Program. Your use of an Offering pursuant to the applicable Offering Terms may specify a different duration of use with respect to your use of that Offering.

期限。本条款应自您首次访问或使用项目之日起生效，并在您使用项目期间持续有效。您根据适用的产品条款使用产品可能会就您使用的该产品指定不同的使用期限。

9. Termination. These Terms may be terminated: (i) by Ecolab with seven (7) days' prior written notice to Customer for any reason or no reason; (ii) by Ecolab immediately in the event of a breach by you or Customer of the confidentiality or license provisions of these Terms; or (iii) by Ecolab in the event of a breach of these Terms by you or Customer which remains uncured thirty (30) days after written notice to the Customer. Upon the effective date of termination of these Terms, Ecolab will immediately cease providing the Program and all usage rights granted to Customer under these Terms, including but not limited to the License, will automatically terminate without any further action by Ecolab; provided, however, that termination of these Terms will terminate all Offering Terms with respect to all Offerings, but termination of a specific Offering in accordance with the corresponding Offering Terms only terminates your use of that Offering and not any other Offering or these Terms. If these Terms are terminated, Ecolab shall provide Customer a reasonable opportunity to remove Customer Data at Customer's sole cost; provided, that if Customer fails to remove such Customer Data within a reasonable time, not to exceed sixty (60) days following such termination, then Ecolab may retain or destroy such Customer Data without liability with respect thereto. Termination shall not relieve Customer of its obligations under these Terms with respect to the payment of all fees and other expenses that have accrued up to and including the termination date or that Customer has agreed to pay. Any confidentiality obligations in these Terms, and any other right or obligation of the Parties hereunder that, by its nature, should survive termination or expiration of these Terms, will survive, including without limitation: Sections 3; 4; 5; 7; 9; 11; 12; 13; 14; 15; and 16.

终止。本条款可由以下情况终止：(i) Ecolab 提前七（7）日向客户发出书面通知，无论是否有理由；(ii) 在您或客户违反本条款的保密或许可规定的情况下，Ecolab 立即终止本条款；或 (iii) 在您或客户违反本条款，且在向客户发出书面通知后三十（30）日仍未改正的情况下，Ecolab 终止本条款。在本条款终止生效后，Ecolab 将立即停止提供项目，且在本条款下授予客户的所有使用权，包括但不限于许可，将自动终止，无需 Ecolab 采取任何进一步行动；但是，本条款的终止将终止与所有产品有关的所有产品条款，但根据相应的产品条款终止特定产品仅终止您对该产品的使用，而不终止对任何其他产品或该等条款的使用。在本条款被终止的情况下，Ecolab 应向客户提供合理的机会以完全由客户承担费用移除客户数据；但是，如果客户未能在本条款终止后不超过六十（60）日的合理时间内移除该等客户数据，则 Ecolab 可保留或销毁该等客户数据而无需就此承担任何责任。终止不应解除客户在本条款下承担的支付截至该等终止日（包括该日）已累计或客户已同意支付的所有费用及其他费用的义务。本条款中的任何保密义务以及双方在本条款下的任何其他权利或义务，按其性质应在本条款终止或届满后继续有效的，将继续有效，包括但不限于：第 3、4、5、7、9、11、12、13、14、15 和 16 节。

10. Fees and Taxes. Ecolab shall charge a fee for each Offering as set forth in the specific Offering Terms quote, work order, documentation or other written communication from Ecolab, or on Ecolab's website or the Program platform, and **Your subscription for the relevant Offering will automatically renew on each yearly anniversary of the effective date for which Ecolab first charges the fee.** Some Offerings may be made available by Ecolab on a trial basis, in which case the terms of such trial will be detailed in the Offering Terms for those Offerings. Except as otherwise agreed between the Parties, **all payments are due within thirty (30) days following the invoice date.** Without prejudice to its other rights and remedies, if Ecolab

does not receive any payment within 30 days from the date it is due, **Ecolab may terminate the Program and/or assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under Applicable Law, whichever is higher. Customer shall reimburse Ecolab for all reasonable costs related to any proceedings to collect any past-due amounts, including without limitation attorneys' fees and any collection agency cost.** Ecolab reserves the right, at any time, to change any fees or charge fees for using the Program (or to begin charging fees for any free aspects of an Offering), provided that such changes will not apply to fees or charges paid prior to the time of the change. **We may charge Customer sales tax as applicable to an Offering. Customer will be responsible for all other taxes, levies, duties or similar charges.**

费用和税收。Ecolab 将根据具体的产品条款报价、工单、文件或其他 Ecolab 发出的书面通讯、或 Ecolab 网站或项目平台的其他书面通讯对每项产品收取费用，且**您对相关产品的订购将在 Ecolab 首次收取费用之日起的每一周年自动续期。**Ecolab 可能以试用的形式提供某些产品，在此情况下，该等试用将在该等产品的产品条款中详述。除非双方另有约定，**所有款项应在发票日后三十（30）日内支付。**在不影响其其他权利和救济的前提下，如果 Ecolab 在到期日起的三十（30）日内仍未收到任何款项，**Ecolab 可终止本项目和/或就未付款项按每月 1.5% 的费率或适用法律允许的最高费率（以两者中较高者为准）收取延迟付款违约金。客户应补偿 Ecolab 与收取任何到期应付款项项目有关的所有合理费用，包括但不限于律师费和任何收款代理费用。**Ecolab 保留在任何时候变更任何费用或为使用本项目而收取费用（或为产品的任何免费方面开始收取费用）的权利，但该等变更不适用于变更前已支付的费用或收费。**我们可向客户收取适用于产品的销售税。客户将负责所有其他税费、关税或类似费用。**

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

产品的租赁和购买。对于租赁或使用与本项目有关的 Ecolab 所有的产品或其他设备、部件和/或物品（“设备”），您代表您自己和客户，同意以下条款和条件：（a）设备应始终是 Ecolab 的专有财产；（b）客户不得将设备与 Ecolab 推荐或批准的材料或产品之外的任何材料或产品一同使用；

（c）未经 Ecolab 事先书面授权，客户不得改动设备或允许任何第三方改动或维修设备；（d）客户承担因其占有、操作或使用设备所产生的或与之相关的所有损失风险或责任，并应就客户占有和使用设备所产生的所有索赔（定义见本条款）对 Ecolab 及其关联公司进行赔偿、为其进行辩护并使其免受损害，除非设备损坏是由 Ecolab 或其关联公司的过失或故意不当行为造成的。在 Ecolab 或客户终止本条款时，除非另有约定，客户应自费将设备返还给 Ecolab，并使设备保持与收到时相同的状态，正常损耗除外。您代表您自己和客户，同意及时以书面形式通知 Ecolab 任何设备损坏、损失或损毁的情况。如果设备丢失、损坏或损毁，客户应按 Ecolab 当时有效的标准收费向 Ecolab 支付更换或维修的费用。

12. Disclaimer of Warranties. THE PROGRAM IS PROVIDED TO YOU AND CUSTOMER "AS IS," "WHERE IS" AND "WITH ALL FAULTS AND DEFECTS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECOLAB DISCLAIMS ALL

WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. ECOLAB PROVIDES NO WARRANTY AND MAKES NO REPRESENTATIONS OF ANY KIND THAT THE PROGRAM WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

免责声明。项目按“现状”并“具有所有缺陷和瑕疵”提供给您和客户，且不作任何种类的保证。在适用法律允许的最大范围内，Ecolab 否认所有明示、法定或默示的保证，包括但不限于对适销性、权属、非侵权、适用于某一特定目的的保证，以及可能由交易过程、履行过程、使用或贸易惯例产生的保证。Ecolab 不就项目能否满足客户的要求、实现任何预期结果、与任何其他软件、应用程序、系统或服务兼容或协同工作、无中断运行、符合任何性能或可靠性标准、无错误或任何错误或缺陷能够或将得以纠正提供任何种类的保证或陈述。

13. Limitation of Liability.

责任限制。

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

您和客户在自行承担风险的情况下使用本项目。除非且仅在适用法律禁止的范围内，客户将对因您或客户使用本项目而导致的任何和所有损失、责任和损害承担全部责任（Ecolab 不承担任何责任），包括但不限于人身伤害和财产损害（包括但不限于客户的计算机系统、软件、水处理系统、加热和冷却系统以及位于现场的其他资产、财产或物品的损害或损失）。

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

除非法律禁止或限制，否则对于由本条款引起的或与之相关的索赔，Ecolab、其关联公司及其各自的许可方承担的累计责任不得超过客户在任何该等索赔产生之日前的六个月期间向 Ecolab 支付的费用总额。

- c. **UNLESS PROHIBITED OR MODIFIED BY LAW AND EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND FRAUD, NEITHER ECOLAB, NOR ITS AFFILIATES NOR ANY OF ITS OR THEIR RESPECTIVE LICENSORS WILL BE LIABLE TO YOU OR TO CUSTOMER FOR ANY INDIRECT, ECONOMIC, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES,**

WHETHER DIRECT OR INDIRECT, OR ANY LOST PROFITS, LOSS OF BUSINESS REVENUES OR EARNINGS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF SAVINGS, LOSSES BY REASON OF COST OF CAPITAL, A FAILURE TO REALIZE EXPECTED SAVINGS, OR DELAYS, LOSS OR INTERRUPTION OF SERVICE, SYSTEMS OR SYSTEMS SERVICE FAILURES, MALFUNCTION OR SHUTDOWN, OR FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE PROGRAM OR THE FAILURE TO TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR ANY BREACHES IN SYSTEM SECURITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN CONNECTION WITH, THE PROGRAM OR ACTIONS UNDER THESE TERMS, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO ECOLAB, AND REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), VIOLATION OF ANY APPLICABLE UNFAIR OR DECEPTIVE TRADE PRACTICES ACT, OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE.

除法律禁止或修改，以及除重大过失、故意不当行为和欺诈之外，Ecolab、其关联公司或其各自的许可方均不对您和客户就任何间接的、经济的、结果性的、附带的、惩戒性的、惩罚性的或特殊的损害（无论是直接的还是间接的）或任何利润损失、业务收入或收益损失、使用损失、数据损失或损坏、存款损失、因资本成本造成的损失、未能实现预期存款或服务延迟、损失或中断、系统服务故障、功能失常或关闭、或任何使用、中断、延迟或无法使用项目或未能传输、读取或传送信息、未能更新或提供正确信息、系统不兼容或提供不正确的兼容性信息或任何系统安全漏洞负责，无论是直接或间接由项目或本条款下的行为引起或与之相关，无论该等损害是否可以合理预见或其可能性是否已向 Ecolab 披露，亦无论某项权利主张是基于合同、保证、侵权（包括过失和严格责任）、违反任何适用的不公平或欺诈性贸易法或任何其他法律或公平原则。

14. Indemnity.

赔偿。

- a. Customer shall defend, indemnify and hold harmless Ecolab and its Affiliates, and its and their respective officers, directors, employees and representatives, from and against all claims, judgments, damages, liabilities, actions, demands, costs, expenses, and losses, including, without limitation, reasonable attorneys' fees and costs related thereto ("Claims"), resulting from, arising out of, or in connection with or related to: (i) Customer's, its Authorized Users' or its Affiliates, and your, use or misuse of the Program or materials or information related thereto; or (ii) violation of any Applicable Law by Customer, its Affiliates, Authorized Users, you, or any other third party on behalf of Customer. Customer's obligations under this Section 14 will not apply to the extent any Claims are the result of Ecolab's gross negligence or willful misconduct. Ecolab will promptly notify Customer in writing of the respective Claim, and will permit the Customer to investigate, settle, defend and solely control such defense or settlement, provided that such settlement does not impose obligations upon Ecolab. Ecolab will reasonably cooperate, at Customer's cost, in the investigation and defense of such matters. Ecolab will have the right, but not the obligation, to be represented by counsel of its own selection and at its own sole expense.

客户应就下列事项导致、引起或与之相关的所有索赔、判决、损害、责任、诉讼、要求、成本、费用和损失（包括但不限于合理的律师费和与之相关的费用）（“索赔”），为 Ecolab 及其关联公司、管理人员、董事、雇员和代表进行抗辩、赔偿并使其免受损害：（i）客户、其授权用户或其关联公司以及您对项目或与项目相关的材料或信息的使用或不当使用；或（ii）客户、其关联公司、授权用户、您或代表客户的任何其他第三方违反任何适用

法律。客户在本第 14 条项下的义务不适用于因 Ecolab 的重大过失或故意不当行为导致的任何索赔。Ecolab 将立即以书面形式通知客户相关索赔，并允许客户调查、和解、抗辩并独自控制该等抗辩或和解，前提是该等和解不向 Ecolab 施加任何义务。在客户承担费用的情况下，Ecolab 将合理地配合客户对该等事宜的调查和抗辩。Ecolab 有权，但无义务，自费由其自行选定的律师代理。

- b. If a credible claim is made by a third party that the Program or any portion thereof infringes a U.S. patent, copyright, trademark or misappropriates a trade secret, upon receipt of Customer's prompt written notice of such Claim, Ecolab will have the option, in its sole discretion, to (i) replace such Program with software that is non-infringing; (ii) modify such Program to make it non-infringing; or (iii) remove such Program and refund to Customer all applicable fees paid to Ecolab after deduction of an appropriate charge based on use by Customer prior to such removal of such Program. The foregoing is your and Customer's sole remedy, and Ecolab's sole responsibility, for any Claim of third-party infringement based on the Program. The foregoing shall not apply in the event any Claim arises out of (a) any Program that has been altered or modified by any party other than Ecolab or (b) the use of any Program in combination with other product, equipment or materials not furnished directly by Ecolab. Notwithstanding anything to the contrary herein, Ecolab will have no liability for any Claim based on or relating to: (i) Customer Data as provided or made available by Customer; (ii) any modification of the Program not authorized in writing by Ecolab; or (iii) the use of the Program other than in accordance with these Terms.

如果第三方提出可信索赔，称项目或其任何部分侵犯了美国专利、版权、商标或盗用了商业秘密，则在收到客户有关该等索赔的及时书面通知后，Ecolab 有权自行选择 (i) 用不侵权的软件替换该项目；(ii) 修改该项目，使其不侵权；或 (iii) 删除该项目，并在扣除该项目删除前客户使用该项目的合理费用后，将已支付给 Ecolab 的所有相关费用退还给客户。对于基于项目的第三方侵权的任何索赔，以上是您和客户可获得的唯一救济，也是 Ecolab 对任何基于本项目的第三方侵权索赔的唯一责任。以上规定不适用于由以下原因引起的任何索赔：(a) 任何项目已被除 Ecolab 之外的任何一方更改或修改，或 (b) 任何项目与其他非由 Ecolab 直接提供的产品、设备或材料结合使用。尽管本条款中有任何相反的规定，Ecolab 将不对基于或与以下各项有关的任何索赔负责：(i) 客户提供的或通过客户可获得的客户数据；(ii) 未经 Ecolab 书面授权的对项目的任何修改；或 (iii) 未根据本条款使用项目。

15. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law, merger, change of control, consolidation, reorganization or otherwise, without Ecolab's prior written consent, which consent Ecolab may give or withhold in its sole discretion. No delegation or other transfer will relieve Customer of any of its obligations or performance under these Terms. Ecolab may assign all or part of these Terms without Customer's consent.

转让。未经 Ecolab 事先书面同意，客户不得转让或以其他方式转移其在本条款项下的任何权利，委托或以其他方式转移其在本条款项下的任何义务或履行行为，无论上述转让是自愿的、非自愿的，还是由于法律的实施、兼并、控制权变更、合并、重组或其他原因，Ecolab 可自行决定给予或拒绝给予该等同意。任何委托或其他转让均不会解除客户在本条款项下的任何义务或履行行为。Ecolab 可在未经客户同意的情况下全部或部分转让本条款。

16. **General.**

一般条款。

- a. You agree that any representations and warranties made by you together with any covenants or obligations you have assumed in these Terms shall be made jointly and severally with Customer.

您同意，您在本条款项下作出的任何陈述和保证，以及您承担的任何承诺或义务，应与客户承担连带责任。

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

如因延迟履行或未能履行本条款的任何或全部部分是由超出合理控制范围的事件、事情或原因造成的，且并非相关方的重大过失（每一该等事件，均称为“不可抗力事件”），则您或客户（作为一方），或 Ecolab（作为另一方）不应就延迟履行或未能履行本条款的任何或全部部分而导致的任何损失或损害向另一方承担任何责任。该等事件和事情包括但不限于天灾、罢工、停工、暴动、战争、地震、火灾、传染病和爆炸。为避免疑问，客户因任何原因无法向 Ecolab 支付相关费用，均不应构成不可抗力事件。

- c. These Terms shall be governed by and construed in accordance with (i) if Ecolab or its Affiliate that are invoicing Customer for any Program are located in the United States, the laws of the State of Minnesota without regard to any conflicts of laws rules, provisions or statutes (ii) if Ecolab's Affiliate, that is invoicing Customer for any Program, is located outside the United State, the laws of the jurisdiction in which the local Ecolab affiliate is located. In the event a dispute arising under these Terms results in litigation, the non-prevailing Party shall pay the court costs and reasonable attorneys' fees of the prevailing Party. The Parties agree that the exclusive jurisdiction for resolution of any disputes arising out of or in connection with these Terms shall be (i) competent courts in the State of Minnesota where Ecolab or any Affiliate invoicing Customer is located in the United States and (ii) where any Ecolab Affiliate invoicing Customer is located outside the United States, any competent courts in the jurisdiction in which the Ecolab Affiliate is located. The Parties agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms.

本条款应受以下法律管辖并根据以下法律解释：（i）如果 Ecolab 或其为任何项目向客户开具账单的关联公司位于美国境内，则应受明尼苏达州法律管辖，不考虑任何法律冲突规则、规定或法令；（ii）如果 Ecolab 为任何项目向客户开具账单的关联公司位于美国境外，则应受当地 Ecolab 关联公司所在司法管辖区的法律管辖。如果本条款项下产生的争议导致诉讼，败诉方应承担胜诉方的法院费用和合理的律师费。双方同意，由本条款引起的或与本条款有关的任何争议的排他性司法管辖权应为（i）如果 Ecolab 或其任何关联公司开具账单的客户位于美国境内的，应为明尼苏达州的有管辖权的法院；以及（ii）如果任何 Ecolab 关联公司开具账单的客户位于美国境外，则应为 Ecolab 关联公司所在司法管辖区的任何有管辖权的法院。双方同意，《联合国国际货物销售合同公约》不适用于本条款。

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

致 Ecolab 的通知：任何本条款项下要求或允许的通知或其他通讯应以书面形式发送至 Ecolab，地址为 1 Ecolab Place, St. Paul, Minnesota, 55102 USA，收件人：General Counsel，或 DigitalAgreements@ecolab.com，或发送至 Ecolab 以书面形式发给客户的该等其他地址。此类通知应在以下情况下被视为已经送达：（a）本人递送，（b）通过挂号信（要求回执）发送，（c）通过电缆、电报、电传或电子邮件（均附有接收确认）发送，或（d）通过公认的航空快递服务发送。致客户的通知：Ecolab 可使用电子方式向客户提供任何通知，无论是通过项目或电子邮件。通过电子邮件发送的通知应在 Ecolab 发出电子邮件时被视为送达，通过项目发送的通知应在发布时被视为送达。如果 Ecolab 通过电子邮件发送通知，则应使用与您的账户相关联的电子邮件地址。

- e. The Parties agree that these Terms may be modified at any time by Ecolab by posting a revised version on the Ecolab web page (and appropriately linked on the Program login or other pages upon which these Terms previously appeared), or by otherwise notifying you in accordance with Section 16(d) above. The modified terms will become effective, unless otherwise agreed in these Terms, upon posting, or, if Ecolab notifies Customer via another method, as stated in such message. By continuing to use the Program after the effective date of any amendments or modifications to these Terms, Customer agrees to be bound by the modified terms.

双方同意，Ecolab 可随时对本条款进行修改，修改后的版本应发布在 Ecolab 网页上（并在项目登录页面或本条款先前出现的其他页面上提供适当链接），或按照上述第 16（d）条的规定以其他方式通知您。除非本条款中另有约定，修改后的条款将于发布之时生效，或，如果 Ecolab 通过其他方式通知客户，修改后的条款将于该等信息中载明之时生效。客户在本条款的任何修改或修改生效后继续使用程序，即表示其同意受修改后的条款约束。

- f. These Terms are executed in the English language. To the maximum extent permitted by law, in the event a conflict arises between the terms of the English version and any translation into any other language, the terms of the English version shall prevail. Translations of these Terms into any language other than English are for informational purposes only. The parties agree that these Terms and all documents relating to these Terms are written in the English language and no translation of any such document shall be binding on either party.

本条款以英文签署。在法律允许的最大范围内，如果英文版本的条款与任何其他语言的译本之间出现冲突，则以英文版本的条款为准。本条款英文以外的其他语言的译本仅供参考之用。双方同意，本条款及所有与本条款相关的文件均以英文书写，任何该等文件的译本对任何一方不具有约束力。