

LINGMED SERVICES TERMS & CONDITIONS

灵麦服务条款和条件

A. INTRODUCTION 简介

These terms and conditions and the Service Schedule referencing these terms & conditions and signed by both the Company and Lingmed Limited (“LINGMED”) govern the supply of services by LINGMED to the Company and constitute the Contract between LINGMED and the Company. Terms defined in the Service Schedule have the same meaning in these terms and conditions.

这些条款和条件以及参考这些条款条件并由该公司和灵麦医药有限公司 (“LINGMED”) 双方签字的服务计划规定了由 LINGMED 提供给公司的服务并构成双方之间的合同。服务计划中定义的术语在这些条款及条件中具有相同含义。

"Data" means any financial, technical and other information from time to time made available to the Subscriber under this Agreement, the compilation, selection and arrangement of that data, databases compiled from that data and computer readable file copies of documents created from the Website;

“数据”指的是根据此协议现行提供给用户的任何财务、技术和其他的信息。也指的是其数据的汇编，选择和安排，用其数据编辑出的数据库，以及网站创建文件的计算机可读文件副本。

"Website" means the website at URL address www.evaluategroup.com or such other URL address as is notified to the Subscriber from time to time;

“网站”指的是 URL 网站地址 www.evaluategroup.com 或是诸如此类的现行通知用户的其他 URL 地址

GRANT OF LICENCE

Subscriber to have a non-exclusive, non-transferable license solely for the Subscriber's own internal data processing purposes to access the Website and the Data it contains, for the agreed licence period.

Access to be limited to agreed individual licensed users.

订阅账号的发放

用户拥有一个仅为用户自己的内部数据处理为目的在订阅许可期限内访问网站和其涵盖数据的非排他性，

非转让性质的许可账号。

访问仅限于授权用户个人

Subscriber to have no rights of ownership in any Data or other materials on the Website. Subscriber to cease use of the Data following termination (except for Data already incorporated into materials for Subscriber's internal use).

用户在网站上的任何数据或其他材料没有所有权。用户在截止期后需停止使用数据（除了已纳入用户的内部使用的材料的数据以外）

Subscriber not to use the Data to compete with the services offered by Evaluate and Lingmed.

Evaluate and Lingmed to provide support services in respect of the services (but not subscriber's own systems).

用户不得使用其数据来与 Evaluate 和 LINGMED 提供的服务进行竞争。Evaluate 和 LINGMED 提供关于其数据服务的支持服务（并非用户自己的系统）

Evaluate and Lingmed to have right to audit proper use of the Website and Data in accordance with the Licence Agreement.

Evaluate 和 LINGMED 有权根据订阅合同来审计对网站和数据的正确使用。

B. LINGMED DATA & DATABASE SERVICES LINGMED 数据及数据库服务

1. LINGMED Services. LINGMED will make the Product described in the Service Schedule available to the Company as described in the Services Schedule. The Company is responsible for ensuring that its systems meet the minimum technical requirements set out in the Service Schedule.

LINGMED 服务。 LINGMED 应根据服务计划所述，向该公司提供服务计划中描述的产品。该公司负责确保其系统满足服务计划载明的最低技术要求。

2. Database Access. Only the Authorized Users described in the Service Schedule that have registered with LINGMED and been assigned a Product user identification and password may access a database Product. User registration with

LINGMED requires disclosure of the user's full name, title, department, e-mail address, and telephone number. Authorized Users must not permit any other person to use their Product user identification or password to access the Product.

数据库访问。仅服务计划所述的授权用户在 LINGMED 注册并分配了产品用户名和密码后才可以访问数据库产品。用户注册 LINGMED 需要透露用户全名、职衔、部门、电子邮件地址和电话号码。授权用户不得允许他人使用其用户名或密码访问产品。

3. Data Use. Subject to the terms and conditions of this Contract LINGMED grants Company a non-exclusive, non-transferable, non-sublicensable, license to use, reproduce and distribute data from the Product as described in the Services Schedule.

数据使用。在本合同条款条件的规限下，LINGMED 授与该公司使用、复制及发布服务计划所述产品数据的非独占、不可转让及不可再授权的许可。

4. Data Use Prohibitions. Authorized Users may only include those who are employed by the legal entity described as Company. Any other affiliated entity, partner, subsidiary, owner, debt holder or any other related entity not specifically listed as Company or Authorized Affiliate is excluded from the scope of this license. Except for permitted data distribution, use, and reproduction described in the Service Schedule all other distribution, uses and reproductions of data contained in the Product are prohibited.

数据使用禁例。除对服务计划所述数据进行许可发布、使用和复制外，禁止采用其他方式发布、使用和复制产品所含数据。

5. User Database Contributions. The Product may offer Authorized Users opportunities to submit information into the Product to be viewed by other Authorized Users, other users of the Product and LINGMED staff. If an Authorized User elects to upload information into the Product the following terms will apply:

用户数据库贡献。产品提议授权用户向产品提交信息的场合可能会出现，便于其他授权用户、产

品其他用户及 LINGMED 员工查看。如果授权用户选择将信息上传到产品中，则适用下列条款：

- (a) The Authorized User may only submit information where its publication and use in the Product will not infringe the rights of any third party or violate any law.

授权用户仅可提交产品出版和使用不得对任何第三方构成侵权或不会违反任何法律的信息。

- (b) The Authorized User must not submit any information that is obscene, abusive or otherwise in poor taste.

授权用户不得提交淫秽、辱骂或其他低级趣味的信息。

- (c) The Company and the Authorized User grant LINGMED an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use any such information in relation to the Product without further obligation to the Company or Authorized User.

在不会对该公司或授权用户产生其他义务的条件下，公司和授权用户授权 LINGMED 在全世界范围内，不可撤销地永久非独家免费使用产品有关的此类信息。

- (d) LINGMED has no obligation to review or edit any information submitted into the Product by an Authorized User. However, LINGMED may at its sole discretion remove any such information from the Product for any reason.

LINGMED 没有义务审查或编辑授权用户向产品中提交的任何信息。但 LINGMED 可因任何原因，自行决定从产品中删除此类信息。

6. Optional Services. LINGMED may from time to time offer additional services through the Product. Any additional such services are subject to this Contract and any other terms and conditions provided to the Company at the time the services are offered.

可选服务。LINGMED 可在产品过程中不时提供额外服务。任何额外的此类服务受本合同及服务提供当时该公司规定的其他条款和条件所约束。

7. Disruption of Service. If Company notifies LINGMED of a disruption of access to the Product

LINGMED will use commercially reasonable efforts to resolve any disruption that is within LINGMED's reasonable control.

服务中断。如果公司通知 LINGMED 访问产品出现中断，LINGMED 应在其合理控制范围内做出商业适宜的努力来解决任何中断现象。

8. Authorized User Compliance. The Company is liable for any Authorized User's or Authorized Recipients' failure to comply with the use and access terms in Sections B2-B5. **Company's liability for any non-compliance will not be limited under Section G.**

授权用户合规性。任何授权用户或授权接受者未遵守第 B2-B5 条有关使用和访问的条款，由该公司承担责任。该公司就任何不合规而应承担的责任不仅限于第 G 条。

Without limiting any other remedies, if LINGMED believes an Authorized User or Authorized Recipient has violated any terms of the Contract LINGMED may terminate or suspend the Authorized User's and or Company's access to the Product. LINGMED will notify the Company of any such action.

如果 LINGMED 认为授权用户或授权接受者违反了本合同的任何条款，在不限任何其他补救措施的情况下，LINGMED 可以终止或暂停授权用户和/或公司访问产品。LINGMED 应通知公司此类行动。

9. Product Limitations & Disclaimers.

产品限制和免责。

- (a) **LINGMED obtains information for the Product from a wide range of third party sources. LINGMED uses commercially reasonable efforts to ensure that any data included in the Product does not infringe a third party's proprietary rights. If LINGMED becomes aware that information available in the Product infringes a third party's proprietary rights or a third party withdraws its consent to the continuing use of the information in the Product, then LINGMED will remove the information from**

the Product, and at which time any rights granted to the Company to use, reproduce, or distribute such information shall cease.

LINGMED 从第三方来源为产品广泛获取信息。LINGMED 通过商业合理努力来确保产品所含的任何数据不会侵犯第三方的所有权。如果 LINGMED 意识到产品的现有信息侵犯了第三方的所有权，或第三方不同意在产品中继续使用此信息，LINGMED 会将其从产品中删除，此时，LINGMED 授予公司使用、复制或发布此信息的权利应停止。

- (b) **LINGMED does not represent or warrant the quality or accuracy of any third party information contained in the Product or that such information will be free from third party claims of property right infringement.**

LINGMED 不陈述或担保产品所含的任何第三方信息的质量或准确性，也不陈述或担保此类信息将不存在第三方财产权侵权索赔。

- (c) **The information available through the Product is for information purposes only and is not intended to be a definitive statement of fact. It is the responsibility of each Company and Authorized User to evaluate the accuracy, completeness and usefulness of any information available through the product.**

产品中的可用信息仅出于提供信息之目的，并不旨在对事实作出决定性的陈述。公司和授权用户有责任评估产品可用信息的准确性、完整性和有用性。

- (d) **LINGMED does not warrant that access to the Product will be uninterrupted or error free or make any warranty as to the accuracy, completeness, currency, availability or reliability of any information available through the Product and may remove information from the Product without notice to the Company that does not substantially affect the usability of the Product.**

在法律允许的最大范围内，LINGMED 不担保可以连续访问产品或产品不存在错误，也不担保产品任何可用信息的准确性、完整性、流通性、实用性或可靠性。若信息不会对产品使用产生实质影响，LINGMED 可在不通知公

司的情况下，将此信息从产品中删除。

C. PROPRIETARY RIGHTS 所有权

1. Aggregated Information. For the purpose of improving service delivery, LINGMED may collect and compile information regarding use of the Services by Company, its employees, agents or contractors. This information will not be distributed, published or disclosed outside of LINGMED except in aggregated form that does not identify the Company or any individual.

汇总信息。出于提高服务提供质量的目的，LINGMED 可能会收集和编制公司、其员工、代理或承包商使用服务的有关信息。LINGMED 不得在外部发布、出版或披露此信息，但出现在不指明公司或任何个人的汇总表格中除外。

2. Proprietary Rights and Restrictions. Except as expressly provided in this Contract the Company is not granted any rights in any intellectual property or other proprietary rights owned by or licensed to LINGMED.

所有权和限制。除非本合同明确表示，LINGMED 并不授权或许可公司任何知识产权和其他所有权的任何权利。

3. Confidential Information. Company must keep confidential any information and trade secrets it obtains through the Services relating to LINGMED's business, products and customers. Company may only use this information and disclose it to its employees, as necessary to use the Services. Company must not disclose this information to a third party. These obligations will continue after expiry or termination of this Contract.

保密信息。公司必须对从服务中获得的 LINGMED 业务、产品和客户相关的任何资料和商业秘密保密。公司仅可出于使用服务的需要使用并向其员工披露此信息。公司不得向第三方披露此信息。这些义务在本合同届满或终止后将继续。

4. Use of Name. LINGMED shall be entitled to include the Company's name on a list of LINGMED's customers.

使用名称。LINGMED 有权将该公司名称列入 LINGMED 的客户名单中。

5. IP Complaints. If Company believes that the Platform infringes subsisting proprietary rights of a third party, Company may notify LINGMED by IP 投诉。如果公司认为平台对第三方赖以生存的所有权构成侵权时，应采取下列方式通知 Lingmed:

Telephone: (8621) 5386 3003,

E-mail: info@lingmed.net, or

By mail to LINGMED's business address.

致电：(8621) 5386 3003,

发送电子邮件至：info@lingmed.net，或

邮寄至 LINGMED 办公地址。

D. PRICE & PAYMENT 价格及付款

1. Price. All details relating to the price to be paid by the Company for the Services, including timing and invoicing procedure, will be set out in the 'Price & Payment' section of the Service Schedule.

价格。公司支付服务价格的所有相关详情，包括时间安排和开发票程序应在服务计划的“价格和付款”部分加以阐述。

2. Taxes. Unless otherwise stated in the Service Schedule the fees and charges described herein are exclusive of all taxes.

税收。除非服务计划另有说明，此处所述费用及价钱不包括所有税收。

3. Payment Terms. Unless otherwise stated in the Service Schedule Company must pay all amounts within thirty days after the date of the applicable invoice. If payments are not made by the due date LINGMED, at its sole discretion, may charge interest at a rate up to 1.5% per month and the Company must reimburse LINGMED for all costs of collection including reasonable fees of attorneys and other professionals.

付款方式。除非服务计划另有说明，公司必须在适用发票载明日期的三十日内支付所有款项。如果公司未在到期日支付款项，LINGMED 可自行决定向公司收取每月最高 1.5% 的利息。公司必须

弥偿 LINGMED 收取款项而产生的所有费用，包括支付给律师和其他专业人士的合理费用。

E. TERM & TERMINATION 期限和终止

1. **Term.** This Contract will continue until terminated or expiry of the term set out in the Service Schedule.

期限。本合同将持续至终止或服务计划所载期限届满。

2. **Termination for Default.** If either party breaches this contract, the other may terminate it if the breaching party does not cure the breach within 30 days of written notice. Termination will be without prejudice to any rights or remedies which may have accrued to either party before termination.

违约终止。任一方违反本合同且在书面通知的 30 日内未纠正违约，另一方可以终止合同。终止将不损害任一方在终止前可能已产生的权利或救济

Effect of Expiration or Termination; Survival. Upon expiry or termination the provisions of Sections B.4&8, C, E, F, G and H shall survive termination of this Contract for any reason.

届满或终止影响；存续。本合同第 B.4 和 8、C、E、F、G 及 H 部分的规定无论如何应在合同届满或终止后存续。

In the event of late or non-payment for more than 90 days according to the payment terms, access to the Data and Website may be suspended without notice.

如付款延误超出 90 天，可能引起登录数据库的端口被关闭。

F. INDEMNITY 补偿

The Company will indemnify LINGMED and its officers, employees and representatives against any third party claim arising out of Company's breach of this Contract.

因公司违反本合同导致任何第三对方针对 LINGMED 及其高级职员、员工和代表提起索赔，

公司应进行赔偿。

G. EXCLUSION & LIMITATION OF LIABILITY 责任排除和限制

1. **Acknowledgement.** Each Party acknowledges that the liability limitations and warranty disclaimers in this Contract are independent of any remedies hereunder and apply regardless of whether any remedy fails of its essential purpose. Company acknowledges that LINGMED has set its price in reliance on this Contract's warranty disclaimers and liability limitations and that they form an essential basis of the bargain between the parties.

承认。各方承认本合同中的责任限制和担保免责与在此之下的救济方法相互独立，救济无论是否能达到其主要目的，均应采用。该公司承认 LINGMED 凭借本合同的担保免责和责任限制来定价，其构成了双方交易的主要基础。

2. Company expressly agrees that the Services are provided on an 'as is', 'as available' basis and that use of the Services is at the sole risk of the Company. LINGMED expressly disclaims any and all warranties with respect to the Services, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

公司明确同意所提供的服务是基于“原样”、“可用性”，并同意自行承担使用服务产生的风险。LINGMED 在法律允许的最大范围内明确拒绝承认服务有关的所有担保，包括但不限于，某一特定用途的适销性和适合性的默示担保。

3. Except as expressly stated in Section B, in no event shall either party be liable for incidental, consequential, special, exemplary or other indirect damages of any kind or nature incurred by the other party and arising out of or in connection with this contract, whether based upon breach of contract or tort, including negligence, even if advised of the possibility of such damages.

除非 B 部分明文规定，在法律允许的最大范围内，各方无论如何均不应承担因本合同所引起或有关而招致另一方任何种类或性质的偶然、相应

而生、特殊、惩戒或其他间接损害的责任，且无论是否有违约或侵权行为（包括疏忽），即使被通知可能会发生此类损害。

4. **Except as expressly stated in Section B and except for liability under any Section F the liability of each party to the other party arising out of in connection with this contract, whether arising out of breach of contract or tort, including negligence, shall in no event exceed an amount equal to the total fees and charges payable by the Company to LINGMED under this contract.**

除非 B 部分明文规定及 F 部分所列责任除外，一方对另一方因本合同所引起或有关的责任，不管是否有违约或侵权行为（包括疏忽），无论如何不得大于该公司根据本合同应向 LINGMED 支付的总额。

H. MISCELLANEOUS 其他

1. Notices. All notices will be in writing and sent by certified mail, return receipt requested, courier, or facsimile to the addresses noted in the Services Schedule. Notices will be deemed given on the date it is received.

通知。所有通知应采取书面形式，通过挂号信、附回执、快递员或传真至服务计划所列地址通知应在接收当日视作已发出。

2. Amendment. This Contract can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of LINGMED and the Company.

修订。经代表 LINGMED 和该公司签署协议的授权人士正式缔结书面协议后，才可以对本合同进行修订。

3. Severability. If any provision of this Contract is invalid or is unenforceable, the parties intend that the remainder of the Contract will be unaffected.

可分性条款。如果本合同的任何条款无效或无法执行，双方认定本合同剩余条款不受影响。

4. Relationship of the Parties. Nothing in this Contract is intended to create a partnership or joint venture

between the Parties.

双方关系。本合同并不旨在在双方间缔造合伙或合资关系。

5. Waiver. No waiver, in whole or in part, of any right or remedy provided for in this Contract shall operate as a waiver of any other right or remedy. No delay on the part of either Party in the exercise of any right or remedy shall operate as a waiver thereof.

弃权。整体或部分放弃本合同提供的任何权利或补救不应视为其他权利或补救的弃权。任一方延迟行使部分权利或补救不应视作其弃权。

6. Assignment. Company may not assign this Contract or any of its rights hereunder without the prior written consent of LINGMED, and any purported assignment without the requisite consent shall be void and without force or effect. LINGMED may assign this Contract to any affiliate or any purchaser of all or part of its business. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

转让。未经 LINGMED 提前书面同意，公司不得转让本合同或其任何权利，未经必要同意的声称转让均无效。LINGMED 可以将本合同转让给其任何附属机构或全部、部分购买其业务的公司。本合同应适用于此处双方、各自继承人和许可受让人的利益并对其产生约束力。

7. Governing Law. This Contract will be governed by, and construed in accordance with, the laws of the Peoples's Republic of China, applicable to contracts to be performed wholly within such jurisdiction, without regard to the principles of conflicts of law of any jurisdiction.

管辖法律。本合同受中华人民共和国法律所管辖并在该法律之下进行解释。

8. Force Majeure. A party will not be in breach or liable for any failure or delay of its performance of this Contract caused by natural disasters or circumstances reasonably beyond its control.

不可抗力。因自然灾害或不能合理控制的情况所造成的延迟履行本合同，一方不得违约或承担不履行责任。

合同号：

9. Entire Contract. This Contract, the applicable Service Schedule and the terms of any Optional Services constitute the entire contract between the Parties with respect to the Services.

整体合同。本合同、适用的服务计划和任何可选服务的条款构成了双方就服务达成的整体合同

