

End-User Support Terms ("Agreement")

最终用户支持条款 ("协议")

This is a legal agreement concerning support services among (a) the company ordering support services ("Customer"); (b) Mentor Graphics (Holdings) Ltd. (Ireland); and (c) Mentor Graphics (Shanghai) Electronics Technology Co. Ltd., a subsidiary of Mentor Graphics (Holdings) Ltd. (Ireland), the latter two collectively referred as "Mentor Graphics". This Agreement and the applicable quotation contain the parties' entire understanding relating to the subject matter and supersede all prior or contemporaneous agreements.

本协议是以下各方之间关于支持服务的有法律约束力的协议：(a) 订购支持服务的公司（“客户”）；(b) Mentor Graphics (Holdings) Ltd. (Ireland)；以及(c) 明导（上海）电子科技有限公司。后两家公司合称为“Mentor Graphics”。本协议和适用的报价单构成各方之间关于主题事项的完整谅解，并取代所有在先的或同时的协议。

Support services vary depending on the service plan purchased. Specific support levels, hours of support availability, the number of eligible contacts, any response options and any technical support options or guidelines are described in Mentor Graphics' current [published support documentation](#), which are subject to change without notice. The following terms and conditions apply to support services provided:

支持服务因购买的服务计划的不同而有所差异。Mentor Graphics 现有的[已公布的支持文件](#)阐述了特定的支持级别、提供支持的时间、适格合同的数量，任何响应选项和技术支持选项或指引，这些内容可不经通知而作出变更。下列条款和条件适用于提供的支持服务：

1. Support. Subject to these terms and conditions and upon receipt of Customer's payment or commitment to pay for support services, Mentor Graphics will provide the support services identified in the applicable quotation.

支持。根据本协议的条款和条件，且在收到客户对支持服务的付款或付款承诺后，Mentor Graphics 将提供适用的报价中确认的支持服务。

2. Technical Coordinator. For each site covered, Customer will provide Mentor Graphics with current names, addresses and telephone numbers of a technical coordinator and alternate, who have a working knowledge of the supported products.

技术协调人。对于涉及的每个现场，客户应向 Mentor Graphics 提供一名技术协调人和替补人员的现用名、地址和电话号码。技术协调人和替补人员应具有接受支持的产品的应用知识。

3. Technical Support. If support services or licensing options include technical support, and Customer has reported a problem to Mentor Graphics' support center the following terms apply:

技术支持。如果支持服务或许可选项包括技术支持，且客户向 Mentor Graphics 支持中心报告了问题，以下条款将适用：

- 3.1 Mentor Graphics shall use reasonable efforts to correct any Software errors or hardware failures or provide work-around solutions. Mentor Graphics' technical support will consist of providing Customer with technical advice or shipping replacement or modified products to Customer.

Mentor Graphics 应采取合理的努力修正任何软件错误或硬件故障，或提供解决问题的方案。Mentor Graphics 的技术支持将包括向客户提供技术建议，或运送替换件或维修件。

- 3.2 Only Customer's employees or authorized contractors who use products that are covered by technical support may contact Mentor Graphics for support services. Support services are limited to the products at the Customer site(s) identified on a quotation and may not be shared across sites even if those groups routinely share internal support mechanisms such as Customer operated help desks or system administrators.

仅有使用技术支持所涵盖产品的客户的员工或授权服务商可联系 Mentor Graphics 要求支持服务。支持服务限于报价单所明确的客户场所的产品，且不得跨场所分享支持服务，即使该集团通常内部分享支持机制（如客户运作的服务台或系统管理员）。

4. Software Updates. If support services include Software updates, Customer shall receive for each supported site one copy of each applicable Software update, if any, that Mentor Graphics releases during the support term. Mentor Graphics is not required to alter or upgrade any third party software including operating system software to support new Software updates. Mentor Graphics may, at its sole discretion, substitute products of similar functionality and features for discontinued products.

软件更新。如支持服务包括软件更新的，客户应就每个被支持的现场获得一份适用的软件更新（如在支持期间 Mentor Graphics 发布更新）。Mentor Graphics 不需改变或升级任何第三方软件（包括操作系统软件）以支持新的软件更新。

Mentor Graphics 公司可自行决定为已停产产品提供功能和特征类似的替换产品。

5. Limitations.

限制

- 5.1 Mentor Graphics reserves the right to decline to support any product that has not been on continuous support or has been modified by Customer or a third party without Mentor Graphics' prior written consent. Mentor Graphics' support obligations apply only to the current and immediately prior Software release, and only to the extent the Software is still generally available from and supported by Mentor Graphics.

对于任何未经持续支持的产品，或未经 Mentor Graphics 事先书面同意而被客户或第三方修改过的产品，Mentor Graphics 保留拒绝提供支持的权利。Mentor Graphics 的支持义务仅适用于现有的和先前的软件发布，且仅限于 Mentor Graphics 仍广泛出售并提供支持的软件。

- 5.2 To enable Mentor Graphics to respond to certain Software problems, Mentor Graphics may require that Customer furnish Mentor Graphics with a test case and sufficient documentation to allow recreation of the Software problem.

为使 Mentor Graphics 对某些软件问题进行响应，Mentor Graphics 可要求客户向 Mentor Graphics 提供一份测试案例以及充分的文件，以便重现软件问题。

5.3 Support services do not include: (a) services connected with the installation, configuration, relocation or reconfiguration of Mentor Graphics' products; (b) support of third party operating system software, other than that provided by Mentor Graphics; (c) service resulting from misuse, accidental damage, modification of Mentor Graphics' products or the use of the Mentor Graphics' products with computer hardware or materials which do not meet Mentor Graphics' specifications; (d) the support of software developed by Customer, developed by Mentor Graphics at Customer's request or obtained from third parties.

支持服务不包括：(a) 与 Mentor Graphics 产品安装、配置、搬移、重新配置有关的服务；(b) 对除 Mentor Graphics 之外的第三方提供的操作系统的支持；(c) 由于对 Mentor Graphics 产品的误用、意外损害和修改，或采用与 Mentor Graphics 配置不匹配的计算机硬件或材料使用 Mentor Graphics 产品而导致的服务；(d) 对由客户开发，Mentor Graphics 经客户要求而开发，或从第三方获得的软件的支持。

6. Relocation. Customer will provide Mentor Graphics with advance written notice of the relocation of any product covered by support service. The relocation will be subject to Mentor Graphics' prior approval and its current policies and charges regarding license relocation and/or transfers.

搬移。如客户搬移任何支持服务所涵盖的产品，应向 Mentor Graphics 提供事先的书面通知。搬移应经 Mentor Graphics 的事先书面批准，并遵守 Mentor Graphics 有关重置许可和/或转让许可的现行政策和收费标准。

7. Cancellation. Customer may cancel support services only at the time of their annual support contract renewal with 60 days prior written notice. Mentor Graphics may cancel support services if Customer fails to comply with these terms and conditions or to pay for the services when due and such failure continues for a period of 30 days after written notice from Mentor Graphics.

取消。客户仅能在支持合同每年续期时，通过提前 60 天书面通知取消支持服务。

如客户未能遵守本协议条款和条件或未支付到期的服务费用，且该等行为在

Mentor Graphics 书面通知后持续超过 30 天，Mentor Graphics 可取消支持服务。

8. Governing Law. The governing law set forth in your End-User License Agreement or signed license agreement for the products shall apply.

适用法律。您的《最终用户授权协议》或为产品签署的授权协议中规定的准据法将适用。

9. Confidentiality. Customer shall take appropriate action to protect the confidentiality of Software and products and ensure that any person permitted access does not disclose or use it except as permitted by the license agreement under which the Software or products were obtained. Log files, data files, rule files and script files generated by or for the Software (collectively “Files”) constitute and/or include confidential information of Mentor Graphics. Customer may share Files with third parties excluding Mentor Graphics competitors provided that the confidentiality of such Files is protected by written agreement at least as well as Customer protects other information of a similar nature or importance, but in any case with at least reasonable care. Standard Verification Rule Format (“SVRF”) and Tcl Verification Format (“TVF”) mean Mentor Graphics’ proprietary syntaxes for expressing process rules. Customer may use Files containing SVRF or TVF only with Mentor Graphics products. Under no circumstances shall Customer use Software or products or allow its use for the purpose of developing, enhancing or marketing any product that is in any way competitive with Software or products, or disclose to any third party the results of, or information pertaining to, any benchmark.

保密。客户应采取适当的措施对软件和产品保密，并确保被允许接触的任何人不得使用该软件和产品，除非根据获得软件 and 产品的授权协议得到允许。软件生成的或为软件而生成的日志文件、数据文件、规则文件和脚本文件（统称为“文件”）构成并/或包含 Mentor Graphics 的保密信息。客户可与除 Mentor Graphics 的竞争者之外的第三方分享文件，但前提是以书面协议的方式规范该等文件的保密，保密程度不得低于客户保护其它性质或重要性类似的文件的程度，但任何情况下不得低于合理谨慎的程度。标准验证规则格式(“SVRF”) 和 Tcl 验证格式(“TVF”)指 Mentor Graphics 专有的用以表达工艺规则的语法。客户仅可将含有 SVRF 或 TVF 的文件用于 Mentor Graphics 产品。在任何情况下，客户均不得为了开发、提高或推广以任何方式与软件或产品相竞争的产品之目的，使用软件或产品，或

允许该等使用 ,或向任何第三方披露任何基准测试的结果或关于任何基准测试的信息。

10. Miscellaneous. This Agreement may only be modified in writing by authorized representatives of the parties. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse. If there is any conflict between an English language provision and the corresponding Chinese language provision in this Agreement, the English language provision will prevail. Any additional or different purchase order terms and conditions shall not apply.

其它。本协议仅可由各方授权代表以书面形式修改。对条款的弃权或对违约的免除必需以书面形式 ,且不得构成随后的同意、弃权或免除。本协议中的任何规定 ,如果其英文文本和相应的中文文本有冲突的 ,应以英文文本为准。任何补充或不同的采购订单的条款和条件不得适用于本协议。