

Software as a Service Agreement

软件即服务协议

This Software as a Service Agreement (hereinafter referred to as the "SaaS Agreement") is made and entered into by and between the following parties as of [date], [year] (the "Effective Date") in [city], the People's Republic of China:

本软件即服务协议（以下简称“SaaS协议”）由以下协议方在中华人民共和国【城市】于【】年【】月【】日（“生效日”）签署：

[name of client], a company duly organized and existing under the laws of People's Republic of China, with a registered address at [address] (hereinafter referred to as "Customer").

【客户名称】，一家依据中华人民共和国法律成立的有限责任公司，其注册地址位于【地址】（以下简称“客户”）；

and/和

Micro Benefits Financial Consulting (Suzhou) Co., Ltd., a company duly organized and existing under the laws of People's Republic of China, with a registered address at Room 801, Xing-Hai International Plaza, No. 200 Xing-Hai Street, Suzhou Industrial Park (hereinafter referred to as "Provider").

微邦财务咨询（苏州）有限公司，一家依据中华人民共和国法律成立的公司，其注册地址位于苏州工业园区星海街200号星海国际广场801室（以下简称“提供商”）。

1. Services

服务

1.1 Set-Up Services

设置服务

The Provider shall provide the Set-Up Services to the Customer in accordance with the terms and conditions set out in the **SaaS Order Form** (Appendix). The Provider shall use reasonable endeavors to ensure that the Set-Up Services are provided in accordance with the timetable set out in SaaS Order Form.

提供商应当依照 SaaS 订购表（“附件”）的相关条款向客户提供设置服务。提供商应采取合理的努力确保按照 SaaS 订购表中列出的时间表提供设置服务。

1.1.1 The Customer acknowledges that a delay in the Customer performing its obligations in this SaaS Agreement may result in a delay in the performance of the Set-Up Services.

客户承认客户迟延履行其在 SaaS 协议中的义务可能会导致设置服务的履行延迟。

1.1.2 Delays in the Customer performing its obligations related to the Set-Up Services shall in no way delay the Customer's payment obligations to the Provider.

客户迟延履行与设置服务有关的义务绝不应延迟客户对提供商的付款义务。

1.2 Hosted Services

托管服务

The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account upon the acceptance of the Hosted Services by the Customer, after Acceptance Tests have been completed and passed, or if not passed the Provider has corrected the issue within the Acceptance Period.

提供商应为客户创建一个帐户，并在验收测试完成并通过测试后，或未通过测试、提供商验收期内已更正问题后，于客户接受托管服务之时，提供商向客户提供该帐户的详细登录信息。

2. Acceptance Procedure

验收程序

During the Acceptance Period, a period lasting no longer than 30 calendar days, the Customer shall carry out the Acceptance Tests. At the end of the Acceptance Period, if the Hosted Services have failed the Acceptance Tests (“Failure Notice”), the Customer shall email compliance@microbenefits.com specifying that the Hosted Services have failed the Acceptance Tests. If the Customer fails to give to the Provider a written Failure Notice before the end of each Acceptance Period, then the Hosted Services shall be deemed to have passed the Acceptance Tests.

验收期间的持续时间不超过 30 个日历日，客户应在验收期间进行验收测试。在验收期结束时，如果托管服务没有通过验收测试（“故障通知”），则客户应发送电子邮件至 compliance@microbenefits.com 具体说明托管服务未通过验收测试。如果客户在每个验收期结束之前未能向提供商提供书面故障通知，则托管服务将被视为已通过验收测试。

3. Customer System

客户系统

The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this SaaS Agreement. The Customer shall ensure that during the term of this SaaS Agreement, the Customer Systems comply and continue to comply with the Provider's requirements, subject to any changes agreed in writing by the Provider.

根据提供商可能的合理要求，客户必须向提供商提供或为提供商提供对客户的计算机硬件、软件、网络和系统的访问，使提供商能够履行其在本 SaaS 协议项下的义务。客户应确保客户系统在本 SaaS 协议期限内满足、并且持续满足提供商的要求，并遵守由提供商书面同意的任何变更。

4. Customer Data

客户数据

4.1 Customer specifically warrants that it has sufficient rights, title and interests in and to any Customer Data, and the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

客户特别保证，其对于任何客户数据具有充分的权利、所有权和权益，客户同时向提供商保证，客户数据不会侵犯任何人的知识产权或其他合法权利，也不会违反在任何司法辖区的和任何适用法律项下的任何法律、法规或规定。

4.2 The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this SaaS Agreement, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this SaaS Agreement.

在为履行提供商义务和行使提供商在本 SaaS 协议项下权利所合理要求的情况下，客户特此授予提供商复印、复制、存储、分发、发布、出口、改编、编辑和翻译客户数据的非独占许可，以及向提供商的托管、连接和电信服务商再许可的权利。

4.3 Customer gives the Provider and Provider's subcontracted third parties the right to use Customer Data (with no fees or charges payable by the Provider to the Customer) solely for the purposes of providing, promoting, developing and trying to improve the Hosted Services, including new Hosted Services that the Provider may provide in the future.

客户授予提供商和提供商的转包第三方仅为提供、促进、开发和尝试改进托管服务之目的而使用客户数据的权利（无需提供商向客户支付费用），包括提供商将来可能提供的新托管服务。

4.4 In order for the Hosted Services to function properly, Customer gives the Provider and Provider's subcontracted third parties permission to retain and continue to use Historical Customer Data after the Customer has stopped using the Hosted Services. The Customer also agrees that the Provider may need to disclose Customer Data and/or Historical Customer Data in order to enforce this SaaS Agreement, protect the rights, property or safety, or the rights, property or safety of the affiliate companies or other users of the Hosted Services; and may be unable to delete all Customer Data from the Hosted Services, since it may be a technical and administrative matter.

为了使托管服务能够正常运行，客户允许在其停止使用托管服务后提供商和提供商的转包第三方保留并继续使用历史客户数据。客户还同意，为执行本协议，保护权利、财产或安全，保护关联公司或其他托管服务用户的权利、财产或安全，提供商可能需要披露客户数据和/或历史客户数据；以及可能因为技术和管理问题而无法从托管服务中删除客户数据。

4.5 The Provider warrants to the Customer that:

(a) it has in place appropriate security measures (both technical and organizational) against unlawful or unauthorized processing of Customer Personal Data and against loss or corruption of Customer Personal Data;

(b) it will only process the Customer Personal Data for the purposes of performing its obligations and exercising its rights under this SaaS Agreement;

(c) it will process the Customer Personal Data in compliance with all applicable laws.

提供商向客户保证：

(a) 具有适当的（技术性的和组织上的）安全措施，以防止客户个人数据的非法或未经授权的处理、以及客户个人数据的丢失或损坏；

(b) 仅为根据本 SaaS 协议履行其义务和行使其权利之目的，处理客户个人数据；

(c) 将按照所有适用法律处理客户个人数据。

5. Mobile App

移动应用程序

The parties acknowledge and agree that the use of the Provider's Mobile App is a critical part of the hosted services. Terms of use of the Mobile App shall be subject to conditions outlined in the End User License Agreement found in the Provider's Mobile App.

双方确认并同意使用移动应用程序是托管服务的关键。移动应用程序的使用条款见于移动应用程序端中的《最终用户许可协议》。

6. Subcontracting and Assignment

分包和转让

6.1 The Provider shall be able to subcontract any of its obligations under this SaaS Agreement without the prior written consent of the Customer. The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

无需客户事先书面同意，提供商即能够将其在本 SaaS 协议下的任何义务进行转包。提供商应对分包商履行的义务对客户负责。

6.2 The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under this SaaS Agreement.

客户特此同意，提供商可以分配、转让或以其他方式处理提供商在本 SaaS 协议项下的合同权利和义务。

7. Intellectual Property Rights

知识产权

7.1 Nothing in this SaaS Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider. Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set-Up Services by the Provider shall be the exclusive property of the Provider.

本 SaaS 协议中的任何规定均不得将提供商的任何知识产权转让给客户，或从客户转让给提供商。除非当事各方有相反的书面协议，提供商履行设置服务中可能产生的任何知识产权均为提供商的专有财产。

7.2 The Customer must not republish or redistribute any content or material from the Hosted Services that are provided by the Provider in a way that could constitute an infringement of the intellectual property rights of the Provider or any other third-party.

客户不得以可能侵犯提供商或任何第三方的知识产权的方式对提供商在托管服务中提供的任何内容或材料进行再发布或再分发。

7.3 The Customer is prohibited from any effort to reverse engineer or decompile any software owned, operated, or provided by the Provider and is prohibited to use any software owned, operated, or provided by the Provider to create a similar product or service or assisting any third party in such efforts.

客户不得对提供商拥有、经营或提供的任何软件进行逆向工程设计或反编译，并禁止使用提供商拥有、经营或提供的任何软件来创建类似的产品或服务，或者协助任何第三方做此种努力。

8. Confidentiality Obligations

保密义务

8.1 Both parties (the Provider and the Customer) must:

- (a) keep the other party's Confidential Information strictly confidential;
- (b) not disclose the other party's Confidential Information to any person without that party's prior written consent, unless such Confidential Information has been authorized under the terms of the SaaS Agreement; and
- (c) use the same degree of care to protect the confidentiality of all Confidential Information as they would to protect their own confidential information of a similar nature, being at least a reasonable degree of care.

双方（提供商和客户）必须：

- （a）严格保密对方的机密信息；
- （b）未经该方事先书面同意，不向任何人泄露对方的机密信息，除非该机密信息已经按照 SaaS 协议的条款进行授权；和
- （c）使用与保护己方相似性质的机密信息同样程度的谨慎来保护所有保密信息的机密性，至少应达到合理的程度。

8.2 Notwithstanding the above conditions, each party may disclose Confidential Information to its own officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

尽管有上述条件，各方可能向自己的官员、员工、专业顾问、保险公司、代理商和分包商披露机密信息，他们需要访问保密信息以便履行其允许目的的工作，他们受书面协议或专业义务的约束，以保护机密信息的机密性。

8.3 Either party shall not make this SaaS Agreement (including the content of the Appendix, **SaaS Order Form**) public without the prior written consent of the other party.

未经另一方书面同意，一方不得公开本协议（包含附件 SaaS 订购表的内容）。

9. Charges and Payments

费用及其支付

9.1 The Customer shall pay the Charges to the Provider in accordance with this SaaS Agreement and the SaaS Order Form. All amounts stated in or in relation to this SaaS Agreement are, unless the context requires otherwise, stated exclusive of any applicable taxes which will be added to those amounts and payable by the Customer to the Provider.

客户应按照本 SaaS 协议及 SaaS 订购表向提供商支付费用。所有本 SaaS 协议所述、或与本 SaaS 协议相关的金额均不包括任何适用税额，这些税额将被添加到该等金额中并由客户向提供商支付。

9.2 The Customer shall reimburse the Provider in respect of any Expenses. Within 15 Business Days following receipt of a written request from the Customer to do so, the Provider must supply to the Customer such copies of the evidence for the Expenses.

客户应向提供商报销费用。提供商应当在收到客户书面请求后的 15 个工作日内提供客户要求的费用证明的副本。

9.3 The Provider shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in the SaaS Order Form. The Customer must pay the Charges to the Provider

within the period of 30 days following the issue of an invoice in accordance with this section. Unless otherwise agreed by the Provider in written, the Customer shall pay liquidated damages of 5‰ of the payment due per day to the Provider. In case there is any outstanding invoice not being paid within thirty (30) days from the invoice date, the Provider may suspend the Customer's use of the Services.

提供商应在 SaaS 订购表中规定的发票日期或之后向客户开具发票。客户必须根据本节在发票出具后的 30 天内向提供商支付费用。除提供商书面同意外，客户延迟付款一天，需按日支付欠付费用的 5‰作为违约金。如果发票之日起三十（30）天内客户尚未付清发票金额，提供商有权暂停客户使用托管服务。

10. Term of Agreement

协议期限

10.1 This SaaS Agreement shall come into force upon the Effective Date and shall continue in force for one year, and automatically continue to be extended for further one-year period each time, unless before the end of each period, either party gives no less than 30 days' written notice of its intention not to renew.

本协议应自生效日起生效，且应保持一年的充分效力，并且每次期满后均自动地延续一年，除非一方在每期期满之前至少提前 30 天书面通知另一方其无续约意愿。

10.2 Either party may terminate this SaaS Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits a material breach of this SaaS Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 business days following the giving of a written notice to the other party requiring the breach to be remedied;
- (b) the other party persistently breaches this SaaS Agreement (irrespective of whether such breaches collectively constitute a material breach).

任何一方均可以向对方发出书面终止通知后立即终止本 SaaS 协议，如果：

- (a) 另一方严重违反本 SaaS 协议，违约行为可以补救，但在向另一方提出补救违约行为的书面通知后 30 个工作日内另一方仍未能补救违约行为；或
- (b) 另一方持续违反本 SaaS 协议（不论这种违约行为是否共同构成重大违约）。

11. Entire Agreement

完整协议

11.1 The main body of this SaaS Agreement and the SaaS Order Form shall constitute the entire agreement between the parties in relation to the subject matter of this SaaS Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

本 SaaS 协议和 SaaS 订购表的正文将构成双方之间关于本 SaaS 协议主题事项的完整协议，并将取代双方之前就该主题事项达成的所有协议、计划和谅解。

11.2 In case of conflicting terms, the following order of precedence shall apply: (i) the terms of the SaaS Agreement (ii) The SaaS Subscription Order Form; (iii) any other document incorporated by reference.

在有冲突的情况下，应适用以下优先顺序：(i) SaaS 协议的条款 (ii) SaaS 认购订购表；(iii) 通过引用并入的任何其他文件。

12. Limitations of liability

责任限制

12.1 The liability of each party to the other party under this SaaS Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Provider under this SaaS Agreement in the 12-month period preceding the commencement of the event or events.

任何一方在任何事件或一系列相关事件中根据本 SaaS 协议的责任承担不得超过客户在事件开始之前的 12 个月内根据本 SaaS 协议向提供商已支付的和应支付的总额。

12.2 The aggregate liability under this SaaS Agreement shall not exceed total amount paid and payable by the Customer to the Provider under this SaaS Agreement.

本 SaaS 协议下的总责任承担不得超过客户根据本 SaaS 协议向提供商支付的和应支付的总额。

13. Miscellaneous

其他

13.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this SaaS Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

如果不可抗力事件造成任何一方履行本 SaaS 协议项下的任何义务（不包括付款义务）的失败或延迟，则该义务将在不可抗力事件期间暂停。

13.2 Either party shall not, without the prior written consent of the other party, either during the Term or within the period of 18 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the other party who has been involved in any way in the negotiation or performance of this SaaS Agreement.

未经另一方事先书面同意，任何一方不得在期限内或者期限结束后的 18 个月内，聘用、雇佣或招揽以任何方式参与到本 SaaS 协议的谈判或执行过程中的他方的员工或分包商。

13.3 This SaaS Agreement shall be executed in equally authentic Chinese and English versions; and the Chinese version shall prevail in case of any conflicts.

本 SaaS 协议由中、英文书就，具有同等法律效力；两者如有冲突，应以中文版为准。

13.4 The SaaS Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

本 SaaS 协议应依照中华人民共和国法律管辖、解释和执行。

13.5 In case of any dispute arising from this SaaS Agreement or its execution or its related orders, the Provider and the Customer will negotiate a settlement under the spirit of good business-relationship. In case no settlement can be reached through negotiation, the parties may bring a lawsuit to the competent People's Court at the Provider's domicile.

由本 SaaS 协议引起的或与本 SaaS 协议有关的任何争议，提供商和客户应当本着友好业务关系的精神协商解决。若协商无法达成一致的，向提供商所在地有管辖权的人民法院起诉。

(Signing Page Only / 以下无正文)

Micro Benefits Financial Consulting
(Suzhou) Co., LTD.
微邦财务咨询（苏州）有限公司

[Company Name]

【公司名称】

NAME:

姓名:

SIGNATURE :

签名:

TITLE:

职务:

DATE:

日期: 年 月 日

NAME:

姓名:

SIGNATURE :

签名:

TITLE:

职务:

DATE:

日期: 年 月 日

Appendix/附件

SAAS ORDER FORM/SAAS 订购表

Client Name 客户名称	<Client's Company>	Effective Date 生效日期	
Billing Contact 付款联系人		Billing Phone 付款联系电话	
Billing Address 账单地址		Billing Email 付款邮箱	
Client Project Manager 客户项目经理		PM Phone 项目经理电话	
PM Email 项目经理邮箱		Purchase Order # 采购订单号	
Pricing Level 定价标准		Term 期限	

I. **Scope of Work/服务范围**

II. **Pricing & Payment/价格及支付**

III. **Timetable/时间表**

Micro Benefits Financial Consulting (Suzhou) Co., Ltd.

微邦财务咨询（苏州）有限公司

Print Name/姓名	BRYANT JAMES EGGETT
Title/职位	PRESIDENT/董事长
Date/日期	
Signature/签名	

[Company Name]

【公司名称】

Print Name/姓名	
Title/职位	
Date/日期	
Signature/签名	