

Please note that this is an unofficial translation from English to Chinese and shall only serve as a translation of the Haishi Software China Service Level Agreement in English, which for all other purposes is the official agreement.

海示软件**中国**服务水平协议

1. 概述

本服务水平协议（“SLA”）项下的所有服务均由海示软件技术（烟台）有限公司（“海示软件”）提供。

如许可声明所述，被许可方是 Highsoft 软件的最终用户（“被许可方”）。

本 SLA 涉及海示软件在向被许可方购买的 Highsoft 软件出售有限许可证后提供的服务。因此，被许可方受关于 Highsoft 软件的最终用户许可协议（“EULA”）的约束，该协议不受本 SLA 的任何影响。

在适用的范围内，本 SLA 应使用与 EULA 相同的定义。为了清楚起见，Highsoft 软件的所有者 Highsoft AS 不属于本 SLA 的一部分，也不承担本协议项的义务。

2. 定义

本 SLA 中未另行定义的大写术语应具有 EULA 中规定的含义。**服务期限**是指海示软件收到支持服务付款后的 12（连续）个月。**支持服务**是指下文第 4 条中描述的服务。**咨询服务**是指下文第 5 条中描述的服务。**服务**应包括支持服务和咨询服务。**营业时间**参照第十条规定的时间。

3. 服务资格

只有 Highsoft 软件被许可方才有资格在本服务级别协议下订购服务。被许可方可以随时订购服务，但是，要有资格获得服务，被许可方必须已支付，并且海示软件必须已收到 i) 完整的许可费和 ii) 适用服务期限的支持服务的全额付款。

此外，服务仅与 i) 被许可方通过支付许可费而获得合法访问的主要版本相关联，前提是主要版本是许可软件的最新版本（如果被许可方持有永久许可证），或者 ii) 被许可方持有有效的年度许可证。

未能满足这些条件将使被许可方在这些条件得到满足之前无资格获得服务。

服务在任何情况下都不能向被许可方的客户延长。

4. 支持服务

海示软件向被许可方提供的支持服务应包括：

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- 一. 通过 Highsoft 中文网站向符合条件的被许可方提供更新的许可软件。
- 二. 确保被许可方有权访问许可软件的更新，即确保被许可方可以下载在适用的服务期限内（如果被许可方持有永久许可）或年度许可期限内（如果被许可方持有年度许可）发布的所有次要版本（快照）；
- 三. 在工作时间内（如第 7 条和第 10 条所述），海示软件开发人员通过实时聊天、电话和电子邮件提供技术支持。
- 四. 调查许可软件任何被指控的缺陷/错误/故障/无功能，并在可能的情况下提出纠正或解决问题的建议；
- 五. 为许可软件提供紧急修补程序，作为 Highsoft 提供的最新稳定源代码的补丁（如果适用）。此类补丁可能会包含在后续的次要版本中。

为了清楚起见；被许可方不能要求对旧版本的许可软件进行修复和/或更正错误。因此，被许可方必须升级到最新版本的 Highsoft 软件才能获得支持服务，该支持服务应从 Highsoft 中文网站下载。

支持服务的定价如第 6 节所述。

如上所述，在支持服务之外向被许可方提供的协助将作为咨询服务按照第 6 节中规定的费率收取，另加适用的费用。

5. 咨询服务

经过更密切的协议，海示软件可以向被许可方提供咨询服务，包括：

- 一. 协助海示软件客户，就如何利用 Highsoft 软件和许可证来实现其业务目标提供建议；
- 二. 向被许可方提供关于在被许可方自己的网站、内部应用程序、Web 应用程序、SaaS 应用程序或被许可方产品上实施 Highsoft 软件的战略和技术指导；
- 三. 协助被许可方优化 Highsoft 软件的使用；
- 四. 协助被许可方提供有关在被许可方自己的技术环境中使用 Highsoft 软件的指导。

咨询服务的定价在第 6 节中进行了描述。

6. 定价

【支持服务价格】

6.1 第 4 节中所述的支持服务按许可费的 20% 提供。

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【咨询服务价格】

6.2 按照“标准工时报价”和“项目总承包”的方式，海示软件将为被许可方提供不同范围和深度的咨询服务（例如技术支持和定制项目集成服务）。客户必须联系海示软件以获取有关所需咨询服务小时数/天数的价格信息，具体信息如下：

(1) 营业时间内咨询时间工作标准费率为：每位开发者每小时 500 元人民币，或每位开发者每天 3000 元人民币（一天为 09:00 至 18:00 工作一天（营业时间为一天）小时）。

(2) 咨询服务总费用根据项目工作量和实施复杂程度协商确定，具体项目单独定价。

咨询服务的更密切范围将根据客户与海示之间的协议确定。

7. 响应时间

海示软件将在工作时间（北京时间 9:00-18:00）尽快回复被许可方，并在规定范围内提供支持服务。

8. 被许可人的责任

被许可方应负责遵守本 SLA 和 EULA 规定的义务。被许可方负责从 Highsoft 中文网站下载许可软件的新版本。被许可方应使用本 SLA 中规定的定义、级别和类别来描述其与海示软件通信中的事件或错误。如果被许可方未能履行 EULA 或本 SLA 规定的付款义务，则本 SLA 将保持暂停状态，直到相应的支付完成为止。

9. 被许可人的信息共享

被许可方承认并接受海示软件将记录所有请求和问题报告，并共享详细的描述和错误日志。在保密方面，被许可方和海示软件均应遵守 EULA 的规定。

被许可方承认并接受海示软件可以联系 Highsoft 并为提供海示软件和高soft 软件之间业务关系相关的所有信息（例如但不限于用于改进 Highsoft 软件的输入）。

10. 服务台和沟通

海示软件服务台将是被许可方与服务相关的所有请求的唯一联系点。

时间	[9:00-18:00 北京时间 (12/7/365)] ("工作时间")
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沟通渠道	
网页	www.highcharts.com.cn
邮箱	support@highcharts.com.cn
联系电话	157 6389 9631
语言	中文 (普通话)

11. 责任限制

本 SLA 专门解决任何违反本 SLA 的后果。因此，被许可方不得对任何违反本 SLA 的行为实施超出本协议规定的制裁。如果违反本 SLA 中规定的服务保证和要求，被许可方可索赔的最大责任仅限于：

1. 如果违约持续时间少于 6 个月，可索赔金额应为被许可方在过去 12 个月内根据 EULA 和 SLA 支付的所有费用总额的 50%。
2. 如果违约持续时间超过 6 个月但少于 1 年，可索赔金额应为被许可方在过去 12 个月内根据 EULA 和 SLA 支付的所有费用总额的 80%。
3. 如果违约持续超过 1 年，可索赔金额应限于被许可方在过去 12 个月内根据 EULA 和本 SLA 支付的所有费用的总和。

12. 争议解决

双方应遵守所有相关法律，因本 SLA 引起的或与本 SLA 有关的任何争议应在诚实信用的基础上协商解决。协商不成的，任何一方均有权向海示软件所在地烟台市莱山区人民法院提起诉讼。

HAISHI SOFTWARE CHINA SERVICE LEVEL AGREEMENT

1. Overview

All services under this Service Level Agreement ("SLA") are provided by Haishi Software Technology (Yantai) Co., Ltd. ("Haishi Software").

As stated in the License Statement, Licensee is the end user of the Highsoft Software ("Licensee").

This SLA governs the Services provided by Haishi Software to Licensee following the sale of a limited License to Highsoft Software. Accordingly, Licensee is bound by the End User License Agreement ("EULA") for the Highsoft Software, which is not affected in any way by this SLA.

To the extent applicable, this SLA shall use the same definitions as the EULA. For clarity, Highsoft AS, the owner of the Highsoft Software, is not part of this SLA and has no obligations under this SLA.

2. Definitions

Capitalized terms not otherwise defined in this SLA shall have the meanings set forth in the EULA. **Service Term** shall mean the 12 (consecutive) months from Haishi Software's receipt of payment for Support Services. **Support Services** shall mean the services described in Section 4 below. **Consulting Services** shall mean the services described in Section 5 below. **Services** shall encompass both Support Services and Consulting Services. **Business Hours** refer to the hours specified in Article 10.

3. Eligibility for Services

Only Highsoft Software Licensees can be eligible to order Services under this SLA. The Licensee may order Services at any given time, however, to be eligible for Services, Licensee must have paid, and Haishi Software must have received, i) the full License Fee and ii) the full payment for Support Services for the applicable Service Term.

Moreover, Services will only be provided in conjunction with i) the Major Version the Licensee has gained rightful access to by paying the License Fee, conditioned on the Major Version being the newest version of the Licensed Software (if the Licensee holds a Perpetual License), or ii) the Licensee holding a valid Annual License.

Failure to meet these conditions will render the Licensee ineligible for Services until such time as these conditions are fulfilled.

Services can under no circumstances be extended to Licensee's customers.

4. Support Services

Support Services provided by Haishi Software to the Licensee shall include to:

- i. Provide the updated Licensed Software to eligible Licensees through the Highsoft Chinese Website.
- ii. Ensure that the Licensee has access to updates to the Licensed Software, i.e. to ensure that Licensee can download all Minor Versions released during the applicable Service Term (if the Licensee holds a Perpetual License) or during the Annual License term (if Licensee holds an Annual License);
- iii. Provide technical support from Haishi Software developers, via live chat, telephone, and email during Business Hours (as set out in Sections 7 and 10).

- iv. Investigate any alleged defects/errors/malfunctions/non-functionality of the Licensed Software and, where possible, make recommendations to correct or resolve the issue;
- v. Provide emergency hotfixes for the Licensed Software as patches to the latest stable source code provided by Highsoft, if applicable. Such patches may be included in subsequent Minor Versions.

For clarity; Licensee cannot require fixes and/or corrections of errors to older versions of the Licensed Software. Consequently, Licensee must upgrade to the newest version of Highsoft Software to receive Support Services, which shall be downloaded from the Highsoft Chinese website.

Pricing for Support Services is described in Section 6.

Assistance to Licensee outside of Support Services, as described above, will be charged as Consulting Services at the rates set out in Section 6, plus applicable fees.

5. Consulting Services

Following closer agreement, Haishi Software can provide Consulting Services to Licensee, including to:

- i. Assist the Haishi Software customer by giving advise on how the customer can utilize the Highsoft Software and licenses to achieve their business objectives;
- ii. Provide strategic and technical guidance to Licensee on the implementation of Highsoft Software on Licensee's own website, Internal Applications, Web Applications, SaaS Applications, or Licensee products;
- iii. Assist Licensee in optimizing the use of Highsoft Software;
- iv. Assist Licensee with guidance on using Highsoft Software within Licensee's own technical environment.

Pricing for Consulting Services is described in Section 6.

6. Pricing

【Pricing for Support Services】

6.1 Support Services, as described in Section 4, are provided at 20 % of the License Fee.

【Pricing for Consulting Services】

6.2 In accordance with the method of "standard working hour quotation" and "project general contracting", Haishi Software will provide Licensees with different scopes and depths of Consultancy Services (for example technical support and customized project integration services). Customer must contact Haishi Software to get price information on the number of hours / days of Consulting Services needed, based on the following:

(1) The standard rate for work for Consulting Hours during Business Hours is: 500 RMB per developer per hour, or 3,000 RMB per developer per day (one day shall be equal to one day's work from 09:00 to 18:00 (Business Hours)).

(2) Total costs for Consulting Services shall be agreed upon based on project workload and implementation complexity, with separate pricing for specific projects.

The closer scope of Consultancy Services will be set out as per agreement between the Customer and Haishi.

7. Response Time

Haishi Software will reply to the Licensee as soon as possible during Business Hours (9:00-18:00 Beijing time) and provide Support Services within the specified scope.

8. Licensee's Responsibilities

Licensee shall be responsible for complying with its obligations under this SLA and the EULA. Licensee is responsible for downloading new versions of the Licensed Software from the Highsoft Chinese Website. Licensee shall use the definitions, levels, and categories set forth in this SLA to describe an event or error in its communications with Haishi Software. If Licensee fails to meet its payment obligations under the EULA or this SLA, this SLA shall remain suspended until payment is made accordingly.

9. Licensee's Sharing of Information

Licensee acknowledges and accepts that Haishi Software will record all requests and problem reports of issues and share detailed descriptions and logs of errors. In terms of confidentiality, both Licensee and Haishi Software shall comply with the provisions of the EULA.

Licensee acknowledges and accepts that Haishi Software can contact Highsoft and provide all information relevant for the business relationship between Haishi Software and Highsoft for Highsoft Software (such as, but not limited to, input for improving Highsoft Software).

10. Help Desk and communication

The Haishi Software Help Desk shall be the single point of contact for all requests made by Licensee in connection with Services.

Time	[9:00-18:00 Beijing Time (12/7/365)] ("Business Hours")
Communication Channels	
site	www.highcharts.com.cn
mail	support@highcharts.com.cn
Phone	157 6389 9631
language	Chinese (Mandarin)

11. Limitation of Liability

This SLA exclusively addresses the consequences of any breach of this SLA. As such, the Licensee is prohibited from imposing sanctions beyond those specified herein for any violations of this SLA. In the event of breach, the service warranties and requirements set forth in this SLA, the maximum liability claimable by the Licensee is limited to:

1. In the event of a breach lasting less than 6 months, the claimable amount shall be 50% of the total amount of all fees paid by Licensee under the EULA and the SLA in the preceding 12 months.
2. In the event of a breach lasting more than 6 months but less than 1 year, the claimable amount shall be 80% of the total amount of all fees paid by Licensee under the EULA and the SLA in the preceding 12 months.

3. In the event of a breach lasting for more than 1 year, the claimable amount shall be limited to the sum of all fees paid by Licensee under the EULA and this SLA in the preceding 12 months.

12. Dispute Resolution

The parties shall comply with all relevant laws, and any dispute arising out of or in connection with this SLA shall be settled through negotiation on the basis of good faith. If the negotiation fails, either party has the right to file a lawsuit with the People's Court of Laishan District, Yantai City, where Haishi Software is located.