

PATENT LICENSE AGREEMENT
(Licensing Principles-Based, FRAND-Inspired)

专利许可协议

(基于许可原则，受公平、合理和非歧视性条款启发)

between

在.....之间

IPGATE AG
Churerstrasse 160a
CH-8808 Pfäffikon
Switzerland

– hereinafter “LICENSOR” –

– 以下称 “许可方” –

and

以及

[LICENSEE]

– hereinafter “LICENSEE” –

– 以下称 “被许可方” –

LICENSOR and LICENSEE together the “**Parties**” and each a “**Party**”.

许可方与被许可方共同构成 “双方”，各自称为 “一方”。

PREAMBLE:

序言:

WHEREAS, LICENSOR owns and controls patents, patent applications, utility models and related technical know-how in the field of automotive brake systems, brake-by-wire systems, electrohydraulic brake boosters and related brake control technologies.

鉴于，许可方拥有并控制汽车制动系统、线控制动系统、电液制动助力器及相关制动控制技术领域的专利、专利申请、实用新型及相关技术诀窍。

WHEREAS, LICENSOR is willing to make such intellectual property available to third parties on standardized licensing terms reflecting principles commonly referred to as fair, reasonable and non-discriminatory, taking into account the specific economic circumstances of the licensed use.

鉴于许可方愿以符合公平、合理且非歧视性原则的标准化许可条款向第三方提供上述知识产权，并考虑被许可方使用的具体经济状况。

WHEREAS, the Licensed Patents are not declared essential to any formal technical standard, and LICENSOR does not act pursuant to any obligation vis-à-vis a standard-setting organization. Any reference to FRAND principles in this Agreement is voluntary and contractual only.

鉴于被许可专利未被声明为任何正式技术标准的必要专利，且许可方不承担针对标准制定组织的任何义务。本协议中对 FRAND 原则的任何引用均属自愿行为且仅具合同效力。

WHEREAS, LICENSEE desires to obtain a license for the manufacture, use, offer for sale, sale and import of Licensed Products.

鉴于，被许可方希望获得许可产品制造、使用、销售、许诺销售及进口的许可。

NOW, THEREFORE, the Parties agree as follows:

因此，双方同意如下：

§1

DEFINITIONS

定义

1.1 “Affiliate” means any legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. Control means ownership of fifty percent (50%) or more of the shares or voting rights, or comparable management control.

“关联方”指任何直接或间接控制某一方、受某一方控制或与某一方受共同控制的法律实体。控制指拥有百分之五十（50%）或以上的股份或表决权，或具有同等管理控制权。

1.2 “Agreement” means this Agreement and any Appendices hereto.

“协议”指本协议及其所有附件。

1.3 “Control” (including the correlative terms “Controlled by” and “under common Control with”), as used with respect to any Party or Affiliate, means the possession, whether directly or indirectly, of the power or right to direct or cause the direction of the management or policies of such Party or Affiliate, whether through the ownership of share capital and/or voting securities, by contract or otherwise, it

being understood that ownership of fifty percent (50%) or more of the shares or voting rights, or comparable management control, shall in all circumstances constitute Control within the meaning of this definition.

“控制”（包括相关术语“受……控制”及“与……受共同控制”）就任何一方或关联方而言，指通过直接或间接持有股份资本和/或表决权证券、合同或其他方式，拥有直接或间接支配或促使支配该方或关联方管理层或政策制定的权力或权利，需明确的是，在任何情况下持有百分之五十（50%）或以上的股份或表决权，或具有同等管理控制权，均构成本定义所指的控制。

- 1.4 “Change of Control”, as used with respect to LICENSEE and/or its Affiliates, means if a person obtains or acquires direct or indirect Control over LICENSEE and/or its Affiliate(s) (including, but not limited to, takeover of LICENSEE, split-off, merger or joint venture) , or if any third party acquires directly or indirectly fifty percent (50%) or more of the shares or voting rights, or comparable management control, in LICENSEE and/or its Affiliates, or if LICENSEE and/or its Affiliate(s) directly or indirectly sells, transfers or otherwise disposes of all or substantially all of its assets or the business division related to the Licensed Products to a third party. Intragroup restructuring measures between LICENSEE and its Affiliates shall not constitute a Change of Control within the meaning of this definition.

“控制权变更”就被许可方及其关联方而言，指任何人士直接或间接取得对被许可方及其关联方的控制权（包括但不限于对被许可方的收购、分立、合并或合资），或任何第三方直接或间接取得被许可方和/或其关联方百分之五十（50%）或以上的股份或表决权或同等管理控制权，或被许可方和/或其关联方直接或间接向第三方出售、转让或以其他方式处置其全部或实质全部的资产、或与许可产品相关的业务部门。被许可方与其关联方之间的集团内部重组措施不构成本定义所指的控制权变更。

1.5 “Effective Date” means the date of the last signature of this Agreement.

“生效日期”指本协议最后签署之日。

1.6 “License Fees” means the running royalties payable under Section 7 of this Agreement, calculated as a percentage of Net Sales of Licensed Products.

“许可费”指根据本协议第 7 条应支付的持续使用费，按许可产品的净销售额百分比计算。

1.7 “Licensed Patents” means all patents, patent applications, utility models and similar IP rights worldwide that are owned or controlled by LICENSOR during the Term.

“许可专利”指许可方在许可期限内拥有或控制的全球范围内所有专利、专利申请、实用新型及类似知识产权。

1.8 “Licensed Technology” means the technical teachings disclosed in the Licensed Patents, together with associated know-how solely to the extent necessary to practice such patents.

“许可技术”指许可专利中披露的技术教导，连同仅限于实施该等专利所必需的相关专有技术。

1.9 “Licensed Products” means automotive brake systems, brake boosters, brake control units, brake-by-wire systems or comparable brake-related components or systems that implement the Licensed Technology and are described in Appendix A (Licensed Products).

“许可产品”指采用许可技术并载于附录 A（许可产品）的汽车制动系统、制动助力器、制动控制单元、线控制动系统或同类制动相关部件或系统。

- 1.10 “Net Sales” means the net invoiced sales price of Licensed Products sold by LICENSEE or its Affiliates, excluding VAT, sales taxes, customs duties, rebates, credits, returns and customary trade discounts.

“净销售额”指被许可方或其关联方销售许可产品的净发票销售价格，不含增值税、销售税、关税、返利、抵免、退货及惯常贸易折扣。

- 1.11 “Territory” means worldwide.

“区域”指全球范围。

§ 2

LICENSE GRANT

许可授予

- 2.1 Subject to the terms of this Agreement and payment of the applicable License Fees, LICENSOR grants LICENSEE and its Affiliates a non-exclusive, non-transferable, non-sublicensable license under the Licensed Patents to make, have made, use, offer for sale, sell and import Licensed Products in the Territory.

在遵守本协议条款并支付适用许可费的前提下，许可方授予被许可方及其关联公司一项非独占、不可转让、不可再许可的许可，允许其在许可区域内制造、委托制造、使用、许诺销售、销售、进口许可产品。

- 2.2 The license granted herein is limited to Licensed Products and does not extend to any other products, services or technologies.

本协议授予的许可仅限于许可产品，不延伸至任何其他产品、服务或技术。

- 2.3 The license and any release granted under this Agreement shall apply solely to Licensed Products that are manufactured by or on behalf of LICENSEE or its Affiliates and placed on the market by LICENSEE or its Affiliates in the ordinary course of their business.

本协议授予的许可及任何豁免仅适用于由被许可方或其关联公司制造或代为制造，并在被许可方或其关联公司正常业务过程中投放市场的许可产品。

- 2.4 For the avoidance of doubt, this Agreement does not grant any rights, licenses or releases to any original equipment manufacturer (OEM), vehicle manufacturer, customer or other third party solely by virtue of the supply, integration or incorporation of Licensed Products into vehicles or other systems.

为避免疑义，本协议仅凭许可产品的供应、集成或纳入车辆或其他系统，并不向任何原始设备制造商（OEM）、车辆制造商、客户或其他第三方授予任何权利、许可或授权。

- 2.5 No rights or licenses are granted with respect to products manufactured by LICENSEE or its Affiliates for third parties where such third parties commercially exploit the Licensed Technology outside the scope of the Licensed Products as defined herein, nor shall this Agreement be construed as granting any implied sublicense or exhaustion of rights beyond the Licensed Products themselves.

对于被许可方或其关联公司为第三方制造的产品，若该等第三方在超出本协议定义的许可产品范围之外对许可技术进行商业利用，则不授予任何权利或

许可。本协议亦不得解释为授予任何默示的再许可或超出许可产品本身的权利利用尽。

2.6 All rights not expressly granted are reserved by LICENSOR.

所有未明确授予的权利均由许可方保留。

§ 3

ASSIGNMENT

转让

3.1 LICENSEE may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of LICENSOR.

被许可方未经许可方事先书面同意，不得转让或转移本协议或其中任何权利或义务，无论是否依据法律规定。

3.2 LICENSOR may, without the consent of LICENSEE, assign this Agreement together with any Licensed Patents to which this Agreement relates to any third party acquiring such Licensed Patents. In such case, this Agreement shall remain in force between such assignee and LICENSEE solely with respect to the Licensed Patents so assigned.

许可方可在未经被许可方同意的情况下，将本协议连同本协议所涉的任何许可专利一并转让给任何取得该等许可专利的第三方。在此情况下，本协议仅就所转让的许可专利而言，在受让人与被许可方之间继续有效。

- 3.3 LICENSOR shall ensure that any such assignee assumes and complies with all obligations of LICENSOR under this Agreement in relation to the assigned Licensed Patents.

许可方应确保任何受让人承担并遵守许可方在本协议项下与被转让许可专利相关的所有义务。

- 3.4 Notwithstanding the foregoing, either Party may freely assign monetary claims arising out of this Agreement.

尽管有上述规定，任何一方均可自由转让因本协议产生的金钱债权。

§ 4

CHANGE OF CONTROL

控制权变更

- 4.1 LICENSEE shall notify LICENSOR in writing without undue delay of any Change of Control of LICENSEE.

被许可方应在控制权变更发生后立即以书面形式通知许可方。

- 4.2 Any Change of Control shall not result in any automatic extension of this Agreement or any licenses or releases granted hereunder to the acquiring person or entity.

任何控制权变更均不导致本协议或根据本协议授予受让方或实体的任何许可或授权自动延长。

- 4.3 LICENSOR reserves the right to terminate this Agreement upon a Change of Control of LICENSEE with three (3) months' prior written notice.

若被许可方发生控制权变更，许可方保留提前三个月书面通知后终止本协议的权利。

- 4.4 Nothing in this Agreement shall be construed as obligating LICENSOR to grant a license to any acquiring person or entity or to enter into negotiations with such person or entity.

本协议任何条款均不得解释为要求许可方有义务向任何收购方授予许可或与该收购方进行谈判。

- 4.5 In the event that LICENSEE acquires Control of a third party after the Effective Date, the inclusion of such third party within the scope of this Agreement shall require the prior written agreement of LICENSOR.

若被许可方在生效日期后取得第三方控制权，将该第三方纳入本协议范围须事先获得许可方的书面同意。

- 4.6 LICENSOR may, at its discretion, consider entering into discussions with LICENSEE regarding a possible extension of this Agreement to such third party, taking into account the specific circumstances of such acquisition.

许可方可酌情考虑与被许可方就本协议向该第三方延伸事宜展开磋商，具体将视收购情况而定。

- 4.7 Nothing in this Agreement shall be construed as obligating LICENSOR to grant any such extension or as granting any third party any rights hereunder.

本协议任何条款均不得解释为要求许可方必须授予此类延伸许可，亦不得视为向任何第三方授予本协议项下权利。

§ 5

LICENSING PRINCIPLES (FRAND-INSPIRED)

许可原则（基于 FRAND 原则）

- 5.1 LICENSOR states its willingness to offer licenses under the Licensed Patents on terms reflecting principles commonly referred to as fair, reasonable and non-discriminatory, taking into account the economic value of the Licensed Technology and the specific circumstances of its use.

许可方声明，其愿根据许可专利授予许可，条款将体现公认的公平、合理且非歧视性原则，同时考虑许可技术的经济价值及其具体使用情形。

- 5.2 The Parties acknowledge that the License Fees set out in this Agreement have been individually negotiated and reflect such principles for the Licensed Products and business model of LICENSEE.

双方确认，本协议规定的许可费经单独协商确定，体现了针对被许可方许可产品及商业模式的上述原则。

- 5.3 Nothing in this Agreement shall be construed as:
- a) an undertaking vis-à-vis any third party;
 - b) a most-favored-LICENSEE obligation;
 - c) a representation that the License Fees constitute a uniform or maximum FRAND rate; or
 - d) granting LICENSEE any right to challenge or benchmark the License Fees by reference to licenses granted to other parties.

本协议任何条款均不得解释为：

- (a) 对任何第三方作出的承诺；
- (b) 最惠被许可方义务；
- (c) 表明许可费构成统一或最高 FRAND 费率的陈述；或
- (d) 授予被许可方依据授予其他方的许可来质疑或参照许可费的权利。

5.4 LICENSEE acknowledges and agrees that, based on the information available to it as of the Effective Date, the License Fees and other terms of this Agreement are fair, reasonable and non-discriminatory.

被许可方确认并同意，基于其截至生效日所掌握的信息，本协议项下的许可费及其他协议条款均是公平、合理和无歧视性的。

§ 6

TERM

期限

6.1 This Agreement enters into force on the Effective Date and shall remain in effect until the expiration of the last Licensed Patent, unless terminated earlier in accordance with this Agreement.

本协议自生效日起生效，并持续有效直至最后一项许可专利到期，除非根据本协议提前终止。

§ 7

LICENSE FEES

许可费

7.1 Export License Fee

For Licensed Products manufactured in the People’s Republic of China and sold outside the People’s Republic of China, LICENSEE shall pay a running royalty of five percent (5.0%) of Net Sales of such Licensed Products.

出口许可费

对于在中国境内制造并销往中国境外的许可产品，被许可方应按该类许可产品净销售额的百分之伍（5.0%）支付持续使用费。

7.2 Domestic China License Fee

For Licensed Products manufactured and sold for use within the People’s Republic of China, LICENSEE shall pay a running royalty of zero point five percent (0.5%) of Net Sales of such Licensed Products (“Domestic China License Fee”).

中国境内许可费

对于在中国境内制造并销售用于中国境内的许可产品，被许可方应按该许可产品净销售额的百分之零点五（0.5%）支付持续使用费（“中国境内许可费”）。

7.3 The differentiation between Export License Fee and Domestic China License Fee is based on objective differences in economic use, market scope and territorial exploitation of the Licensed Technology and does not constitute discrimination.

出口许可费与中国境内许可费的区分基于被许可技术在经济用途、市场范围及地域开发方面的客观差异，不构成任何歧视。

7.4 License Fees shall be calculated as a percentage of Net Sales of Licensed Products in accordance with this Section. Notwithstanding the foregoing, the License Fee payable per Licensed Product shall in no event be less than:

- a) CHF 5.00 per Licensed Product for Licensed Products manufactured in the People's Republic of China and sold outside the People's Republic of China; and
- b) CHF 0.75 per Licensed Product for Licensed Products manufactured and sold within the People's Republic of China.

The Parties acknowledge that such minimum License Fees reflect the typical market value of comparable brake system components and ensure that the royalty payable remains reasonable and economically meaningful in circumstances where internal transfer prices or other pricing structures result in unusually low Net Sales values.

许可费应根据本条规定，按许可产品的净销售额的一定比例计算。尽管有上述规定，每件许可产品应支付的许可费在任何情况下均不得低于：

- a) 对于在中国制造并在中国境外销售的许可产品，每件 5.00 瑞士法郎；以及
- b) 对于在中国境内制造和销售的许可产品，每件 0.75 瑞士法郎。

双方确认，此类最低许可费反映了同类制动系统零部件的典型市场价值，并确保在内部转让价格或其他定价结构导致净销售额异常低的情况下，应付的专利使用费仍保持在合理且具有经济意义的水平。

7.5 The Parties acknowledge that License Fees under this Agreement are calculated on a component-level basis with respect to Licensed Products supplied by Licensee.

Where Licensed Products are transferred, supplied or sold between Licensee and its Affiliates, including but not limited to transfers within the same corporate group, Net Sales shall not be artificially reduced through internal transfer pricing arrangements or other structures. In such cases, Net Sales shall be determined based on the higher of:

- a) the transfer price applied between such Affiliates; or
- b) the price at which the Licensed Product, or a functionally comparable component, is sold to independent third parties under comparable commercial conditions.

Furthermore, Licensee shall not avoid or reduce License Fees through the artificial separation, restructuring, or reclassification of Licensed Products into multiple subcomponents or modules that together perform the functionality of a Licensed Product.

For the avoidance of doubt, where multiple components or modules supplied by Licensee or its Affiliates collectively implement the functionality of a Licensed Product, such components shall be treated as a single Licensed Product for purposes of calculating License Fees.

双方确认，本协议项下的许可费是根据被许可方提供的许可产品按组件级别计算的。当被许可方与其关联方之间转让、供应或销售许可产品时（包括但不限于同一企业集团内的转让），不得通过内部转让定价安排或其他安排人为降低净销售额。在此类情况下，净销售额应按以下两者中较高者确定：

- a) 此类关联方之间适用的转让价格；或
- b) 在可比的商业条件下，许可产品或功能相当的组件向独立第三方销售的价格。

此外，被许可方不得通过人为地将许可产品拆分为多个子组件或模块（这些子组件或模块共同实现许可产品的功能），从而规避或减少许可费。

为避免疑义，若由被许可方或其关联方提供的多个组件或模块共同实现某许可产品的功能，则在计算许可费时，该等组件应视为单一许可产品。

- 7.6 For purposes of this Agreement, the classification of a sale of a Licensed Product as an Export sale or a Domestic China sale shall be determined based on the intended market of the vehicle, system or product into which the Licensed Product is incorporated, and not solely on the place of sale of the Licensed Product by LICENSEE.

就本协议而言，许可产品的销售应被归类为出口销售或中国境内销售，应依据该许可产品所集成车辆、系统或产品的目标市场确定，而非仅依据被许可方销售许可产品的地点。

Accordingly, if a Licensed Product is supplied by LICENSEE in the People's Republic of China to a customer located in the People's Republic of China, but is incorporated into a vehicle, system or product that is intended for sale or is in fact sold outside the People's Republic of China, such sale shall be deemed an Export sale for purposes of this Agreement and shall be subject to the Export License Fee pursuant to Section 7.1.

因此，如果被许可方在中国境内向位于中国境内的客户供应许可产品，但该产品被整合到计划在中华人民共和国境外销售或实际在中华人民共和国境外销售的车辆、系统或产品中，则就本协议而言，该销售应被视为出口销售，并应按照第 7.1 条的规定缴纳出口许可费。

- 7.7 Where Licensed Products are supplied for vehicle programs, platforms or models that are intended both for domestic sale in the People's Republic of China and for

export outside the People's Republic of China, LICENSEE shall allocate such sales between Export sales and Domestic China sales in a commercially reasonable manner based on reliable production, shipment or sales data available to LICENSEE.

当许可产品用于同时面向中华人民共和国境内销售和境外出口的车辆项目、平台或车型时，被许可方应基于其可获取的可靠生产、发货或销售数据，以商业合理的方式将此类销售额划分为出口销售额和中国境内销售额。

- 7.8 To the extent such allocation is not reasonably possible at the time of reporting, LICENSEE shall provisionally treat such sales as Export sales, subject to subsequent adjustment in a later reporting period once reliable allocation data becomes available.

若在报告时无法合理进行此类划分，被许可方应暂将该销售额计为出口销售额，待后续报告期获得可靠划分数据后予以调整。

- 7.9 License Fees shall accrue upon the sale of the relevant Licensed Products and shall be reported and paid in accordance with Sections 8 and 10 of this Agreement.

许可费应于相关许可产品售出时产生，并须依据本协议第 8 条及第 10 条进行申报与支付。

- 7.10 All License Fees are exclusive of VAT and withholding taxes. Any legally required withholding taxes shall be borne by LICENSEE, subject to applicable double taxation treaties.

所有许可费均不含增值税及预扣税。任何法定预扣税款均应由被许可方承担，但适用双重征税条约的情况除外。

§ 8

ENTRANCE FEE

入门费

- 8.1 Upon execution of this Agreement, Licensee shall pay to Licensor a one-time, non-refundable entrance fee in the amount of CHF 100,000 (the “Entrance Fee”). The Entrance Fee shall be payable within thirty (30) days from the Effective Date and is independent of and in addition to any running License Fees payable under this Agreement.

本协议签署后，被许可方应向许可方支付一次性不可退还的入门费 100,000 瑞士法郎（“入门费”）。

入门费应于生效日起三十（30）日内支付，该费用独立于且额外于本协议项下应付的任何持续许可费。

The Parties acknowledge that the Entrance Fee reflects administrative, onboarding and program-related costs associated with the inclusion of Licensee into Licensor’s licensing program and does not constitute a prepayment, advance payment or credit against any future License Fees.

双方确认，该入门费反映了将被许可方纳入许可方许可计划所涉及的行政、入职及项目相关成本，不构成对任何未来许可费的预付、预支或抵扣。

The Entrance Fee shall be applied in a fair, reasonable and non-discriminatory manner to similarly situated licensees.

入门费应以公平、合理且非歧视的方式适用于处境相似的被许可方。

- 8.2. The Entrance Fee shall be credited against the first License Fees payable under this Agreement until fully offset and shall not be refundable.

§ 9

INVOICING AND PAYMENT

开票与付款

- 9.1 License Fees payable under this Agreement shall be calculated and reported by LICENSEE in accordance with this Agreement on a quarterly basis based on Net Sales of Licensed Products.

根据本协议应支付的许可费，应由被许可方依据本协议规定，按季度以许可产品的净销售额为基准计算并申报。

- 9.2 Following receipt of the applicable quarterly report, LICENSOR shall issue a written invoice or payment notice to LICENSEE specifying the amount due.

许可方收到相关季度报告后，应向被许可方开具书面发票或付款通知，注明应付款项。

- 9.3 LICENSEE shall pay the invoiced amount within thirty (30) days from the date of the invoice or payment notice by wire transfer to a bank account designated by LICENSOR in writing from time to time.

被许可方应在发票或付款通知开具之日起三十（30）日内，通过电汇方式将款项汇至许可方不时书面指定的银行账户。

- 9.4 LICENSOR may change its designated bank account by written notice to LICENSEE without requiring any amendment to this Agreement.

许可方可通过书面通知许可方变更其指定银行账户，无需对本协议进行任何修订。

- 9.5 Payments shall be made in the currency specified in the invoice. Payments shall be deemed made on the date the relevant amount is credited to the designated bank account of LICENSOR.

付款应以发票指定的货币进行。付款应在相关款项记入许可方指定银行账户之日视为完成。

- 9.6 All payments shall be made without set-off or deduction, except as required by applicable law.

除适用法律要求外，所有付款均不得抵销或扣除。

- 9.7 Any undisputed amount not paid when due shall accrue interest from the due date until payment at a rate equal to one hundred and fifty percent (150%) of the Loan Prime Rate (LPR) for the corresponding term published by the National Interbank Funding Center (as authorized by the People's Bank of China). If the aforementioned rate exceeds the maximum rate permitted by applicable law, the interest rate shall be adjusted to the maximum rate permitted by such applicable law.

任何到期未付的无争议款项，自到期日起至实际支付日止，应按中国人民银行授权全国银行间同业拆借中心公布的（同期限）贷款市场报价利率（LPR）的百分之一百五十（150%）计收利息。若上述适用利率超过了适用法律允许的最高利率，则利率应自动调整为适用法律允许的最高利率。

§ 10

PAST SALES

历史销售

10.1 As a condition precedent to the execution and effectiveness of this Agreement, LICENSEE shall provide LICENSOR, in the course of the license negotiations, with a written report (“Past Use Report”) disclosing LICENSEE’s and its Affiliates’ past manufacture, use, offer for sale, sale and import of products that would constitute Licensed Products under this Agreement for the period prior to the Effective Date.

作为本协议生效的先决条件，被许可方应在许可谈判过程中向许可方提供书面报告（“既往使用报告”），披露被许可方及其关联方在生效日前期间内制造、使用、许诺销售、销售及进口本协议项下许可产品的既往行为。

10.2 Subject to the full and timely payment of the Release Amount, Licensor hereby releases Licensee and its Affiliates existing as of the Effective Date from any claims for infringement of the Licensed Patents solely arising from the manufacture, use, offer for sale, sale or import of Licensed Products during the Past Sales Period as disclosed in the Past Use Report. For the avoidance of doubt, the Release Amount reflects the License Fees and applicable interest that would have been payable under this Agreement for the Past Sales Period.

在豁免金额已全额且及时支付的前提下，许可方特此免除被许可方及其截至生效日存在的关联方因过去使用报告中披露的过去销售期间内制造、使用、许诺销售、销售或进口被许可产品而产生的任何关于被许可专利侵权的索赔。为免疑问，豁免金额反映了根据本协议本应在过去销售期间支付的许可费及适用利息。

- 10.3 The conclusion of an agreement on the Release Amount shall be a condition precedent to the execution and/or effectiveness of this Agreement. In the absence of such agreement, neither Party shall be obliged to enter into or perform this Agreement.

就豁免金额达成协议应作为本协议签署及/或生效的先决条件。若未能达成此协议，任何一方均无义务签署或履行本协议。

- 10.4 The Release Amount shall be payable in accordance with the terms agreed in writing between the Parties. Unless otherwise agreed, payment of the Release Amount shall be due prior to or simultaneously with the Effective Date.

豁免金额应按照双方书面协议的条款支付。除非另有约定，豁免金额应在生效日前或与生效日同时支付。

- 10.5 Subject to the full and timely payment of the Release Amount, LICENSOR hereby releases LICENSEE and its Affiliates existing as of the Effective Date from any claims for infringement of the Licensed Patents solely arising from the past manufacture, use, offer for sale, sale or import of products as disclosed by the Past Use Report prior to the Effective Date.

在许可方全额及时支付豁免金额的前提下，许可方特此免除被许可方及其于生效日存在的关联方因以下情形产生的许可专利侵权索赔责任：仅基于生效日前既往使用报告所披露的既往产品制造、使用、许诺销售、销售或进口行为。

- 10.6 The provision of the Past Use Report, the negotiation and payment of the Release Amount and the release granted pursuant to this Section shall not constitute an admission of infringement or liability. For the avoidance of doubt, the Release Amount and the release granted under this Section relate exclusively to past use

prior to the Effective Date and shall not affect the License Fees or any other terms applicable to Licensed Products sold after the Effective Date, nor shall the Release Amount be construed as establishing any binding royalty rate or benchmark for any third party.

提供既往使用报告、协商及支付豁免金额以及根据本条授予的豁免，均不构成对侵权行为或责任的承认。为避免疑义，本节规定的豁免金额及豁免仅适用于生效日之前的既往使用，且不影响生效日后销售的被许可产品所适用的许可费或任何其他条款；此外，豁免金额亦不得被解释为对任何第三方确立了具有约束力的许可使用费率或基准。

§ 11

REPORTING AND AUDIT

报告与审计

- 11.1 Within thirty (30) days after the end of each calendar quarter, LICENSEE shall provide LICENSOR with a written report for such quarter, specifying for each category of Licensed Products:

在每个日历季度结束后的三十（30）天内，被许可方应向许可方提交该季度的书面报告，针对每类许可产品分别说明：

- (a) quantities of Licensed Products sold;
- (b) Net Sales of such Licensed Products;
- (c) the applicable License Fee rate (Export License Fee or Domestic China License Fee);
- (d) the calculation of the License Fees due; and

- (e) the allocation of sales between Export sales and Domestic China sales in accordance with Section 7.

- (a) 许可产品的销售数量；
- (b) 该类许可产品的净销售额；
- (c) 适用的许可费率（出口许可费或中国境内许可费）；
- (d) 应付许可费的计算明细；以及
- (e) 根据第 7 条规定划分的出口销售额与中国境内销售额。

If no Licensed Products were sold in a quarter, LICENSEE shall submit a “zero report”.

若某季度未销售许可产品，被许可方应提交“零报告”。

- 11.2 Where Licensed Products are supplied for vehicle programs, platforms or models intended both for domestic sale in the People’s Republic of China and for export outside the People’s Republic of China, LICENSEE shall disclose in its quarterly reports the basis and methodology used for the allocation pursuant to Section 7.4 and shall retain reasonable supporting information.

当许可产品用于同时面向中华人民共和国境内销售和境外出口的车辆项目、平台或车型时，被许可方应在其季度报告中披露根据第 7.4 条进行分配所依据的标准和方法，并保留合理的证明文件。

- 11.3 LICENSOR may, upon reasonable prior written notice and no more than once per calendar year, have an independent auditor audit LICENSEE’s books and records solely to verify the accuracy of the reports and payments under this Agreement.

许可方可在提前发出合理书面通知后（且每日历年不超过一次），委派独立审计师对被许可方的账簿及记录进行审计，仅限于核实本协议项下报告及付款的准确性。

11.4 Any audit shall:

- (a) be conducted during normal business hours;
- (b) be limited to records reasonably necessary to verify the correctness of the reports and payments; and
- (c) be subject to customary confidentiality obligations.

任何审计均应：

- (a) 在正常营业时间内进行；
- (b) 仅限于核查报告和付款正确性所合理必要的记录；以及
- (c) 遵守惯常的保密义务。

11.5 If an audit reveals any underpayment, LICENSEE shall promptly pay the underpaid amount together with any accrued interest in accordance with Section 9.7.

若审计发现存在任何欠付情况，被许可方应立即支付欠付金额及根据第 9.7 条计算的应计利息。

11.6 LICENSOR shall bear the costs of the audit unless the audit reveals an underpayment of more than five percent (5%) for the audited period, in which case LICENSEE shall bear the reasonable costs of the audit.

许可方应承担审计费用，除非审计发现被审计期间的欠付金额超过百分之五（5%），在此情况下被许可方应承担合理的审计费用。

11.7 If an audit reveals an underpayment exceeding ten percent (10%) of the License Fees due for the audited period, such underpayment shall be deemed a material breach of this Agreement.

若审计发现欠缴金额超过应缴许可费的百分之十（10%），该欠缴行为应视为对本协议的重大违约。

11.8 The conduct or non-conduct of an audit shall not be deemed a waiver of LICENSOR's rights under this Agreement.

是否实施审计均不构成许可方放弃本协议项下权利的默示放弃。

§ 12

BOOKS AND RECORDS

账簿与记录

12.1 LICENSEE shall keep complete, accurate and detailed books and records sufficient to verify the correctness of all reports and payments under this Agreement, including records of:

- (a) quantities of Licensed Products manufactured and sold;
- (b) Net Sales of such Licensed Products;
- (c) the applicable License Fee rates;
- (d) the calculation of License Fees; and
- (e) the allocation of sales between Export sales and Domestic China sales in accordance with Section 7.

被许可方应保存完整、准确且详尽的账簿和记录，足以核实本协议项下所有报告和付款的正确性，包括下列记录：

- (a) 许可产品的生产和销售数量；
- (b) 此类许可产品的净销售额；
- (c) 适用的许可费率；
- (d) 许可费的计算方式；以及
- (e) 根据第 7 条对出口销售额与中国境内销售额进行的分配情况。

12.2 LICENSEE shall retain such books and records for at least five (5) years after the end of the calendar year to which they relate.

被许可方应在相关日历年度结束后至少保留该等账簿和记录五（5）年。

12.3 Books and records may be kept in electronic form in accordance with LICENSEE's normal accounting practices, provided that they are reasonably accessible for purposes of reporting and audit under this Agreement.

账簿和记录可根据被许可方的常规会计惯例以电子形式保存，但须确保其可合理用于本协议规定的报告和审计目的。

12.4 LICENSEE shall ensure that the books and records maintained pursuant to this Section 12 are consistent with the quarterly reports provided under Section 11.

被许可方应确保根据本第 12 条保存的账簿和记录与第 11 条规定的季度报告保持一致。

§ 13

REPRESENTATIONS AND WARRANTIES

陈述与保证

- 13.1 Each Party represents that it has full power and authority to enter into this Agreement.

各方声明其拥有签订本协议的充分权力和授权。

- 13.2 LICENSOR makes no representation or warranty as to the validity, enforceability or scope of the Licensed Patents.

许可方不对许可专利的有效性、可执行性或范围作出任何陈述或保证。

§ 14

INDEMNIFICATION

赔偿

- 14.1 LICENSEE shall indemnify and hold harmless LICENSOR from and against any damages, costs and expenses finally awarded by a competent court or arbitral tribunal arising solely from LICENSEE's use of the Licensed Patents outside the scope of this Agreement or from LICENSEE's failure to pay undisputed License Fees when due.

被许可方应赔偿许可方并使其免受损害，包括任何由主管法院或仲裁庭最终裁定的损害赔偿、费用及开支，该等损害赔偿、费用及开支仅因被许可方在本协议范围外使用许可专利或被许可方未在到期时支付无争议许可费而产生。

- 14.2 This indemnification shall not apply to claims arising from the permitted use of Licensed Products in accordance with this Agreement and shall not be construed as an indemnity with respect to the validity, enforceability or infringement of the Licensed Patents.

本赔偿条款不适用于根据本协议许可使用许可产品所产生的索赔，亦不应被解释为对许可专利有效性、可执行性或侵权问题的赔偿。

§ 15

LIMITATION OF LIABILITY

责任限制

- 15.1 Except in cases of willful misconduct or fraud, neither Party shall be liable for indirect or consequential damages.

除故意不当行为或欺诈外，任何一方均不对间接或后果性损害承担责任。

§ 16

TERMINATION

终止

- 16.1 Either Party may terminate this Agreement for material breach not cured within thirty (30) days after written notice.

任何一方均可在书面通知后三十（30）日内，因重大违约行为未予纠正而终止本协议

- 16.2 Licensor may terminate this Agreement by written notice if Licensee fails to pay any amount invoiced under this Agreement within thirty (30) days after its due date and does not cure such failure within thirty (30) days after receipt of a written notice from Licensor.

若被许可方未能在本协议规定的付款到期日后三十（30）日内支付任何应付账款，且在收到许可方书面通知后三十（30）日内仍未纠正该违约行为，许可方可通过书面通知终止本协议。

- 16.3 If an audit reveals an underpayment exceeding ten percent (10%) of the License Fees due for the audited period, such underpayment shall be deemed a material breach of this Agreement. Licensor may terminate this Agreement by written notice if Licensee does not cure such breach within thirty (30) days after receipt of a written notice from Licensor, including full payment of the underpaid amount together with accrued interest and applicable audit costs.

若审计发现欠付金额超过被审计期间应付许可费的百分之十（10%），该欠付行为应视为对本协议的重大违约。被许可方在收到许可方书面通知后三十（30）日内未能纠正此违约行为（包括全额补缴欠款及应计利息与相关审计费用），许可方可通过书面通知终止本协议。

- 16.4 Upon termination, all licenses granted hereunder shall cease, subject to accrued payment obligations.

终止后，本协议授予的所有许可即告终止，但已产生的付款义务不受影响。

- 16.5 Sell-off Right

清售权

Upon termination or expiration of this Agreement for any reason, LICENSEE shall be entitled, for a period of six (6) months thereafter, to sell off Licensed Products that were manufactured prior to the effective date of termination or that were irrevocably committed to be manufactured prior to such date.

无论因何种原因终止或到期，被许可方有权在协议终止后六（6）个月内清售许可产品，包括在终止生效日前已生产的产品，或在该日期前已不可撤销地承诺生产的产品。

Any such sell-off shall be subject to the continued payment of the applicable License Fees in accordance with this Agreement.

此类清售须继续按照本协议规定支付相应的许可费。

For the avoidance of doubt, no right is granted to manufacture new Licensed Products after termination, and this sell-off right shall not be construed as a continuation or extension of the license beyond the limited sell-off period.

为避免疑义，终止后不授予制造新许可产品的权利，且此清销权不应被解释为在有限清仓期之外延续或延长许可。

The provisions of this Agreement which by their nature are intended to survive termination or expiration, including, without limitation, the provisions relating to payment obligations, reporting and audit rights, books and records, past sales and any release therefor, indemnification, limitation of liability, confidentiality, and governing law and dispute resolution, shall survive any termination or expiration of this Agreement.

本协议中按其性质应在终止或到期后继续有效的条款，包括但不限于与付款义务、报告和审计权、账簿和记录、历史销售及其免责、赔偿、责任限制、

保密以及管辖法律和争议解决相关的条款，应在本协议终止或到期后继续有效。

§ 17

GOVERNING LAW AND DISPUTE RESOLUTION

适用法律与争议解决

18.17 This Agreement shall be governed by Swiss law, excluding conflict-of-law rules. Any dispute shall be finally settled by arbitration under the Swiss Rules of International Arbitration. Seat of arbitration shall be Zurich. Language shall be English.

本协议受瑞士法律管辖，不适用冲突法规则。任何争议均应根据《瑞士国际仲裁规则》通过仲裁最终解决。仲裁地为苏黎世。使用语言为英语。

§ 18

CONFIDENTIALITY

保密义务

18.1 During the Term and for ten (10) years thereafter, each Party agrees to treat the following as strictly confidential (the “Confidential Information”):

- (a) the existence, terms and conditions of this Agreement;
- (b) all Past Use Reports and quarterly reports under Section 11 (collectively, the “Reporting Data”); and
- (c) any non-public technical or business information exchanged hereunder.

Each Party shall use the same degree of care (but no less than reasonable care) to avoid disclosure to any third party.

在本协议有效期内及随后十（10）年内，各方同意将以下内容视为严格保密信息（“保密信息”）：

- (a) 本协议的存在及各项条款与条件；
- (b) 所有既往使用报告和第 11 条项下的季度报告（统称“报告数据”）；
- (c) 根据本协议交换的任何非公开技术或商业信息。

各方应使用与其保护自身同等重要的机密信息时所使用的同等注意义务（且在任何情况下不得低于合理的注意义务），以避免披露给任何第三方。

18.2 Each Party agrees to not to disclose, and to cause its Affiliates not to disclose, such Confidential Information to any third party, without obtaining prior written consent from the other Party, except that each Party may disclose such Confidential Information, to the extent that such disclosure is limited:

(a) to the Parties' and its Affiliates' respective employees, managers, directors, insurers, lawyers and accountants who have a need to know such information and who are subject to obligations of confidentiality at least as stringent as those contained herein;

(b) to enforce the terms of this Agreement;

(c) subject to the terms of Section 18.3, as may be required by law, regulation, court order, discovery request or subpoena; or

as may become necessary, in connection with due diligence activities relating to the potential acquisition of a Party or any of its Affiliates by a third party, provided that such third party is contractually subject to confidentiality obligations that are at least as protective as those set forth in this Agreement.

未经另一方事先书面同意，不得向任何第三方披露上述保密信息，且应促使其关联方不得披露，但每一方可以在披露受以下限制的前提下，披露上述保密信息：

(a) 披露给各方及其关联方的相关雇员、经理、董事、保险人、律师和会计师，且该等人员必须有必要获悉该等信息，并承担至少与本协议所含义务同样严格的保密义务；

- (b) 为了执行本协议条款之目的；
- (c) 在符合第 18.3 条条款的前提下，根据法律、法规、法院命令、调查请求或传票的要求进行披露；或
- (d) 在与第三方潜在收购一方或其任何关联方相关的尽职调查活动中确有必要时，前提是该第三方通过合同承担了至少与本协议所规定的保护程度相同的保密义务。

18.3 In the event that a Party is required or intends to disclose the existence of this Agreement or any terms and conditions of this Agreement (or the Reporting Data) in response to a discovery request, subpoena, or similar disclosure in a legal or regulatory proceeding, or pursuant to any regulatory obligation, the disclosing Party: (i) shall give prior written notice to the other Party, including providing the other Party with a copy of the relevant request for production or subpoena, or written reference to such regulatory obligation; (ii) shall not disclose this Agreement until fifteen (15) business days after the notification set forth in clause (i) above; and (iii) shall make all reasonable efforts to ensure that the disclosure is pursuant to the highest level of confidentiality available under the applicable protective order or other governing agreement, order or regulation.

若一方因调查请求、传票、法律或监管程序中的类似披露要求，或根据任何监管义务，被要求或意图披露本协议的存在或任何条款和条件（或报告数据），披露方应：(i) 事先书面通知另一方，包括向另一方提供相关提交请求或传票的副本，或提供该等监管义务的书面依据；(ii) 在发出上述第 (i) 项所述通知后十五 (15) 个工作日内，不得披露本协议；且 (iii) 应尽一切合理努力，确保该等披露是依据适用的保护令或其他适用的协议、命令或法规项下最高级别的保密要求进行的。

§ 19

MISCELLANEOUS

杂项

19.1 Amendments must be in writing and signed by both Parties.

修订须以书面形式提出并经双方签署。

19.2 If any provision is held invalid, the remaining provisions shall remain in full force.

若任何条款被认定无效，其余条款仍具有完全效力。

SIGNATURES

签名

IPGATE AG

[LICENSEE]

Name:

Name:

Title:

Title:

Date:

Date: