

# SOFTWARE LICENSE AGREEMENT

No 22 /2025

软件许可协议

编号: 22 /2025

This software license agreement (referred to herein as “**Agreement**”) is made and entered into as of October 13 , 2025 by and between:

本软件许可协议（以下简称“协议”）由双方在 2025 年 10 月 13 日达成：

**Suzhou STR Software Technology Co. Ltd.**, a company duly organized and existing under the laws of the People Republic of China (the P.R.China) and having its place of business at: Room No. 215 Building 20, Suzhou Industrial Park, Jinji Lake Avenue, Suzhou Nano City, Jiangsu Province, 215123, the P.R.China (referred to herein as “**Licensor**”), from one side; and

苏州思体尔软件科技有限公司，一家根据中华人民共和国（中华人民共和国）法律正式组织和存在的公司，其营业地点为：中国（江苏）自由贸易试验区苏州片区苏州工业园区金鸡湖大道 99 号苏州纳米城西北区 20 栋 215 室（以下称为“许可方”）；和

**Xi'an University of Technology**, an entity duly organized and existing under the laws of the P.R. China and having its principal office at: No. 5, Jinhua South Road, Beilin District, Xi'an City, Shaanxi Province, 710048, the P.R. China (referred to herein as “**Licensee**”).

西安理工大学是在中华人民共和国合法存在的实体，其地址位于中国陕西省西安市碑林区金花南路 5 号，邮编 710048（文中称“被许可方”）。

Licensor and Licensee shall also be referred to herein individually as a “**Party**” and together as the “**Parties**”.

许可方和被许可方在此也应单独称为“许可方/被许可方”，合称为“双方”简称。

## WHEREAS:

Licensor is a lawful owner of the intellectual property rights for the software product **CGSim™** (Crystal Growth Simulator), the software for modeling of crystal growth from the melt, (referred to herein as “**CGSim**” or “**Software**”);

许可方是软件产品 **CGSim™**（晶体生长模拟器）知识产权的合法所有者，该软件用于从熔体中建立晶体生长模型的仿真模拟软件（在此称为 “**CGSim**”或“软件”）；

## WHEREAS:

Licensee desires to obtain the license for the use of **CGSim** and receive the support services during the use of the **Software**;

被许可方希望获得现有 **CGSim** 软件使用许可，并在使用软件期间获得支持服务；

## WHEREAS:

Licensor agrees to grant the license for the use of CGSim to Licensee.

许可方同意授予被许可方使用 CGSim 软件的许可。

**NOW, THEREFORE**, the Parties in consideration of the terms and conditions of this Agreement do hereby agree as follows:

因此，双方在考虑本协议的条款和条件时，特此同意如下：

## 1. Subject of Agreement

### 合同协议

- 1.1. Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee one (1) non-exclusive, non-transferable Single-Node One-Year License for Educational use of CGSim-2D, **Basic Version**;

在遵守本协议所有条款和条件的前提下，许可方特此授予被许可方一个（1）份非排他性、不可转让的 CGSim-2D 教育用单节点 1 年度许可证，基本版；

and provides Licensee with the support services, as described in Article 3 of this Agreement, for the term of 12 months from the date the license key code initiating the license for the use of the Software is submitted to Licensee (referred to herein as "**License Period**").

并向被许可方提供本协议第 3 条所述的支持服务，期限为自向被许可方提交启动软件使用许可的许可密钥代码之日起 12 个月（此处称为 "许可期"）。

## 2. Delivery and Installation

### 交付和安装

- 2.1. The access to the Software is provided by Licensor to Licensee electronically by downloading the Software from the corporate server of Licensor together with the accompanying documentations: user manuals, theory manuals, examples of calculations, etc. enabling the performance of the Software.

许可方通过电子方式向被许可方提供本软件的使用权，被许可方可从许可方的公司服务器上下载本软件及随附文档：用户手册、理论手册、计算示例等，以便使用本软件。

- 2.2. To enable the software for the License Period, Licensor provides Licensee with the hardware-based key (the dongle) within [7] days of the signing of this Contract and issues the license by sending the license key code to the e-mail address of Licensee on its request. The license allows Licensee to run up to 4 processes of the Software simultaneously.

为使软件在许可期限内可用，许可方应在本合同签订后【7】日内向被许可方提供一个硬件密钥（加密狗），并根据被许可方的请求将许可密钥代码发送到被许可方的电子邮件地址，以颁发许可证。

许可证允许被许可方同时运行最多软件的 4 个进程。

- 2.3. If the dongle is returned for any reason, Licensee shall have the right to request Licensor to replace it immediately with a new dongle free of charge. If Licensee loses the dongle after Licensor releases the License Key Code, the lost dongle will be replaced with a new dongle only in the event of Force Majeure as set forth in Section 6 hereof, as certified by an independent third-party notary public (agency to be determined by Licensee).

如加密狗因任何原因被退回的，被许可方均有权免费要求许可方立即更换新的加密狗。如果被许可方在许可方发布许可证密钥代码后丢失了加密狗，则只有在本协议第 6 条规定的不可抗力情况下，经独立第三方公证机构（机构由被许可方确定）证明的丢失加密狗才会被替换为新的加密狗。

- 2.4. The licensor shall submit to the licensee, together with the license key code, a national VAT Invoice for the payment of the license fee (tax rate is 6%).

许可方应随许可证密钥代码一起向被许可方提交支付许可费的国家增值税专用发票（税率 6%）。

- 2.5. Upon receipt of a duly executed copy of this Agreement, Licensor shall issue invoice of this contract for the use of the Software which is extended to the whole license term as soon as the license fee is paid in full by Licensee in accordance with the terms of payment described in Article 4 of this Agreement.

在收到正式签署的本协议副本后，按照本协议第 4 条款许可方应该给被许可方开具软件使用权费对应发票，一旦被许可人全额支付了许可费用，则扩展到整个许可期限。

- 2.6. If Licensor fails to deliver the relevant license within 30 days of the license expiration date or replace the defective dongle within 30 days, Licensee shall have the right to cancel this Agreement without payment of the relevant fee or to claim a refund of the license fee paid.

如果许可方未能在许可证到期日 30 天内交付相关许可证，或 30 天内更换有缺陷的加密狗，则被许可方有权取消本协议并无需支付相关费用或要求退还已支付的许可费用。

### 3. Support Service

#### 支持服务

- 3.1. The Support Service include:

支持服务包括：

- (a) Providing installation support;

提供安装支持；

- (b) Provide technical support or modify the software if any defects or errors are found that prevent the software from functioning properly;

如果发现任何妨碍软件正常运行的缺陷或错误，提供技术支持或修改软件；

- (c) Assisting Licensee in any known problem resolutions relating to the currently supported version of the software as such solutions become known to Licensor, provided Licensee submits to Licensor complete data and information to reproduce the problem;

协助被许可方处理与当前支持的软件版本相关的且许可方已知解决方案的任何已知问题，被许可方应向许可方提交完整的数据和信息以重现问题；

- (d) Free software updates and upgrades, as well as free update reminders and training services.

免费更新和升级软件，并免费提供更新提醒和培训服务。

- 3.2. In respect to any data and information that Licensee provides to Licensor as it considers necessary for Licensor to support the Software, Licensor acknowledges that all such data and information remain the property of Licensee, and Licensor agrees, upon request by Licensee, to return all such data and information (including any copies thereof) to Licensee or to destroy same. If such data and information is marked as “Confidential Information”, or “Proprietary”, or “Trade Secret”. Licensee may use them only for the purposes of this Agreement and take confidentiality measures to ensure that data and information are not disclosed.

对于被许可方提供给许可方认为有必要支持软件的任何数据和信息，许可方承认所有此类数据和信息均为被许可方的财产，并且许可方应被许可方的请求同意返还所有此类数据和信息（包括其任何副本）给被许可方或进行销毁。无论此类数据和信息是否被标记为“机密信息”，或“专有”或“商业秘密”，许可方仅可以为本协议的目的使用它们，且采取保密措施，保证数据和信息不得外泄。

- 3.3. Any supplemental software program or documentation or other information provided by Licensor to Licensee as part of the Support Service shall be considered to be part of the Software and subject to all of the terms and conditions of this Agreement and End-User License Agreement.

许可方作为支持服务的一部分向被许可方提供的任何补充软件程序或文档或其他信息均应视为软件的一部分，并受本协议和最终用户许可协议的所有条款和条件的约束。

- 3.4. The Licensee provides the corresponding technical support services by telephone or mail in accordance with the support hotline and address information set forth in Section 10 of this Agreement.

许可方根据本协议第 10 条规定的支持热线和地址信息，通过电话或邮寄的方式提供对应的技术支持服务。

#### **4. Price for Software License. Terms of Payment.**

软件许可价格、付款条件

- 4.1. The total contract price on this Agreement is fixed and agreed between the Parties as of **CNY 243,000.00 (Two Hundred and Forty-Three Thousand of Chinese Yuan)** to be paid as a license fee for the use of CGSim software package.

本协议的合同总价双方约定为人民币 **243,000.00** 元（人民币贰拾肆万叁仟元整），本价格包括国家增值税，作为 CGSim 软件包的使用许可费。

- 4.2. The contact price includes the value added tax (VAT) at a rate of 6% to be fixed in the China national VAT Invoice provided by Licensor.

本合同价格包含增值税（VAT），税率为 6%，许可方应按被许可方实际支付的软件使用权费开具国家增值税专用发票。

- 4.3. Licensee shall, within 30 days after receipt of the temporary software authorization, transfer the license fee specified in Article 4.1 to Licensor's bank account, and the temporary authorization is included in the formal authorization, the license shall provide the Licensee with the invoice of the software use fee.

被许可方应在收到软件临时软件授权后 30 天内，将 4.1 条款规定的许可费用通过电汇到许可方的许可方银行账户，临时授权包含在正式授权内，许可方向被许可方提供购买软件使用权费的发票。

- 4.4. The bank charges shall be shared between the Parties. The number of the Invoice of Licensor shall be indicated by Licensee in the application for funds transfer.

银行费用由双方分担，被许可方负责在中国境内收取的银行费用，而许可方负责在中国境外收取的银行费用。许可方发票的编号应由被许可方在资金转移申请中注明。

## 5. Confidential Information

### 机密信息

- 5.1. Licensor and Licensee shall be obligated to keep secret any information or documents communicated between the two and marked as "Confidential Information" or "Proprietary" or "Trade Secret" and to use such information and documents only in the scope defined in this Agreement. Licensor and Licensee shall impose corresponding conditions upon their own employees, suppliers, agents, consultants, and other third parties having access to the Software to the extent this has not already been done.

许可方和被许可方有义务对他们之间传递的任何信息或文件保密，并标记为“机密信息”或“专有”或“商业秘密”，并仅在本协议规定的范围内使用此类信息和文档。许可方和被许可方应在其尚未完成的范围内对其自己的员工，供应商，代理商，顾问和其他可访问本软件的第三方施加相应的条件。

- 5.2. The obligation to maintain secrecy regarding the information communicated to one another shall not apply to the extent that:

对彼此传达的信息保密的义务不适用于以下情况：

(a) The information was known to the informed party prior to communication and there is evidence of this;

在通知之前，知情方已知道这些信息，并且有证据证明这一点；

(b) The information was publicly known or generally accessible prior to communication;

在通信之前，这些信息是公开的或一般可以获取的；

(c) The information becomes publicly known or generally accessible after communication without contributory or negligent action on the part of the informed party;

信息在通知后公开或可以公开获取，而不是知情方的共同或疏忽行为；

(d) The information corresponds substantially to such information as is revealed or made accessible to the informed party by an authorized third party at any time whatsoever.

该信息基本上与授权第三方在任何时间向知情方披露或提供的信息相对应。

## 6. Force Majeure

### 不可抗力

6.1. Licensee shall not be liable for the loss of the dongle if the loss is caused by events or circumstances (as certified by an independent professional) beyond Licensee's reasonable control, including, but not limited to, accidents, fires, floods, wars, facility failures, and Licensee shall have the right to replace the dongle without penalty.

如果由于被许可方合理控制之外的事件或情况（由独立专业证明）造成的损失，包括但不限于事故，火灾，洪水，战争，设施故障，被许可方不应对加密狗的损失负责，被许可方有权更换加密狗，而不受任何处罚。

## 7. Intellectual Property

### 知识产权

7.1. The Software is protected by the national laws of the P.R.China and international treaties on copyright. The unlawful copying and utilization of the Software is constitutive of an infringement act.

本软件受中华人民共和国国家法律和国际版权条约的保护。非法复制和使用本软件构成侵权行为。

7.2. Any act of infringement by Licensee of the Software or any act, of which the Licensee may have become aware of, should be notified by Licensee to Licensor who shall then decide which procedure to follow.

被许可方对软件的任何侵权行为或被许可方意识到的任何行为应由被许可方通知许可方，由许可方决定采取何种程序。

7.3. Licensor represents and warrants that it has full authority to enter into this License Agreement as the rightful owner of the intellectual property rights in the Software and

further warrants that the Software does not infringe any patent, copyright or other proprietary right of any third party and that it has not been advised by a third party that the Software may infringe any patent, copyright or other proprietary right of any third party. If the Software becomes the subject of any claim, Licensor may, at its sole option and expense: (a) obtain for Licensee the right to continue to use the Software in accordance with this Agreement; (b) replace or modify the Software so that its use in accordance with this Agreement is not infringing and bear all costs incurred as a result of such replacement or modification; or (c) terminate this Agreement and refund to Licensee all fees, if any, paid hereunder. (d) Terminate this Agreement and refund to Licensee all fees, if any, paid under this Agreement, less depreciation based on use.

许可方声明并保证，其作为本软件知识产权的合法所有人，有充分的权利签订本许可协议，并进一步保证本软件不侵犯任何第三方的任何专利、版权或其他专有权利，且其未被第三方告知本软件可能侵犯任何第三方的任何专利、版权或其他专有权利。如果本软件成为任何索赔的对象，许可方可自行选择并承担费用：(a) 为被许可人取得继续按照本协议使用本软件的权利；(b) 替换或修改本软件，使其按照本协议使用时不构成侵权，并承担因此类替换或修改而产生的所有费用；或 (c) 终止本协议，并向被许可方退还根据本协议支付的所有费用（如有），但须扣除根据使用情况产生的折旧。

## **8. Governing Law and Arbitration**

### **适用法律和仲裁**

- 8.1. The Agreement shall be executed according to the laws and regulations of the P.R. China.  
本协议应按照中国法律法规的规定执行，不执行法律冲突原则。
- 8.2. In case of any contradictions of this Agreement with the standard End-User License Agreement for the Software, the provisions of this Agreement will be prevailing.  
如本协议与软件标准终端用户许可协议有任何矛盾，则以本协议的规定为准。
- 8.3. Disputes arising during the performance of the Agreement can be resolved through negotiation; if the negotiation fails, both parties may appeal to the Suzhou Arbitration Commission for arbitration in accordance with the arbitration rules in effect at the time of submission to arbitration. The place of arbitration is Suzhou, and the language of arbitration is Chinese. During the dispute resolution period, the provisions of this Agreement that do not involve the disputed part must still be fulfilled.

在协议履行过程中发生争议，可以通过协商解决；协商不成，双方均可提交至苏州仲裁委员会，由其按照提交仲裁时有效的仲裁规则进行仲裁。仲裁地点在苏州，仲裁语言为中文。在争议解决期间，本协议不涉及争议部分的条款仍须履行。

## **9. Term and Termination**

### **期限和终止**

9.1. This Agreement shall become effective on the date of the affixing of the seal of the last party and shall continue until the date on which the obligations of the parties hereunder have been performed, unless terminated by mutual written consent of the parties.

本协议自最后一方加盖公章之日起生效，并将持续到双方本协议的义务履行完毕之日，除非经双方书面同意终止。

9.2. The obligations of both Licensor and Licensee to maintain secrecy regarding the Confidential Information or Trade Secrets communicated to one another as specified in this Agreement shall survive the expiration or termination of this Agreement.

许可方和被许可方对本协议中规定的彼此传达的机密信息或商业秘密保密的义务在本协议到期或终止后仍然有效。

9.3. The Agreement is executed in both English and Chinese, having the same legal effect. In case of any conflict in two versions, the Chinese version shall prevail.

本协议以中英文两种文字签署，具有同等法律效力。两种版本如有冲突，以中文版本为准。

9.4. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties of this Agreement.

除非经本协议双方适当签署书面文件，否则不得修改，修订或放弃本协议的条款。

9.5. This Agreement may be executed in counterparts (including without limitation, by facsimile or electronic counterparts), each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

本协议可以在副本（包括但不限于传真或电子副本）中执行，每一个均应被视为原始协议，但所有这些副本的内容应当保持一致性。

## 10. Legal Addresses and Bank data of the Parties

双方的法律地址和银行信息

**LICENSOR: Suzhou STR Software Technology Co. Ltd.**

许可方：苏州思体尔软件科技有限公司

Room No. 215 Building 20, Suzhou Industrial Park, Jinji Lake Avenue, Suzhou Nano City, Jiangsu Province, 215123, the P.R.China

地址：中国（江苏）自由贸易试验区苏州片区苏州工业园区金鸡湖大道 99 号苏州纳米城西北区 20 栋 215 室

Bank account number: 526 175 372 777 (CNY) with Bank of China Limited Suzhou Dushu Lake Sub-branch;

银行账户：526175372777

开户行：中国银行股份有限公司苏州独墅湖支行

SWIFT: BKCHCNBJ95B

Support line: [cgsim-support@str-soft.com](mailto:cgsim-support@str-soft.com); [cgsim-support.str-china@str-soft.com](mailto:cgsim-support.str-china@str-soft.com).

LICENSEE: **Xi'an University of Technology**

被许可方: 西安理工大学

Address: No. 5, Jinhua South Road, Beilin District, Xi'an City, Shaanxi Province

地址: 中国陕西省西安市碑林区金花南路5号

Contact Name:

联系人姓名: 万银

E-mail:

邮箱地址: [yinw@xaut.edu.cn](mailto:yinw@xaut.edu.cn)

Tel: +86

电话: +86 13572056545



IN WITNESS THEREOF, the Parties have caused this Agreement to be executed as set forth below.

双方已促使本协议按以下规定执行, 特此为证。

**ACCEPTED:**

Licensor:

苏州思体尔软件科技有限公司



Licensee:

西安理工大学



By: \_\_\_\_\_

Name: **MARIA LAMBRIAKI**

Title: CEO

Date: 2025.10.22

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 2025.10.23

付昊

18846141263.