

# SOFTWARE AS A SERVICE TERMS AND CONDITIONS

## 软件即服务条款和条件

These Software as a Service Terms and Conditions (“SaaS Terms”) apply to any Software as a Service offering licensed by Client pursuant to a Client Order Form (“COF”), Statement of Work (“SOW”) or Letter of Engagement (“LOE”) on or after September 18, 2024, and are in addition to the General Terms and Conditions if the Parties are contracting via COF, the Master Services Agreement if the Parties are contracting via SOW, or the term and conditions included in the LOE if the Parties are contracting via LOE, and the applicable Product Specific Terms identified below.

本软件即服务条款和条件（“SaaS 条款”）适用于客户于 2024 年 9 月 18 日或之后根据客户订购单（“COF”）、工作说明书（“SOW”）或委托书（“LOE”）许可的任何软件即服务产品，且是对通用条款和条件的补充（如双方通过 COF 订立合同）、对主服务协议补充（如双方通过 SOW 订立合同）或对 LOE 所包含条款和条件的补充（如双方通过 LOE 订立合同），以及对下述适用的产品具体条款的补充。

If applicable, please see the links below for copies of prior terms and conditions that apply to orders placed on or after the referenced date, but before the effective date above: 如果适用，请参见以下链接，以获得适用于在下述日期或之后，但在上述生效日期之前所下订单的先前条款和条件的副本：

May 1, 2020

2020 年 5 月 1 日

November 10, 2020

2020 年 11 月 10 日

February 1, 2021

2021 年 2 月 1 日

May 10, 2021

2021 年 5 月 10 日

October 4, 2021

2021 年 10 月 4 日

February 4, 2022

2022 年 2 月 4 日

March 24, 2022

2022 年 3 月 24 日

July 1, 2022  
2022年7月1日

March 24, 2023  
2023年3月24日

June 30, 2023  
2023年6月30日

September 6, 2023  
2023年9月6日

For additional Product/Service Specific Terms related to Korn Ferry Architect [click here](#).  
欲了解更多有关 Korn Ferry Architect 的产品/服务具体条款，请[点击此处](#)。

For additional Product/Service Specific Terms related to Korn Ferry Assess [click here](#).  
欲了解更多有关 Korn Ferry Assess 的产品/服务具体条款，请[点击此处](#)。

For additional Product/Service Specific Terms related to Korn Ferry Pay [click here](#).  
欲了解更多有关 Korn Ferry Pay 的产品/服务具体条款，请[点击此处](#)。

For additional Product/Service Specific Terms related to Korn Ferry Profile Manager [click here](#).  
欲了解更多有关 Korn Ferry Profile Manager 画像管理器的产品/服务具体条款，请[点击此处](#)。

For additional Product/Service Specific Terms related to Korn Ferry Select [click here](#).  
欲了解更多有关 Korn Ferry Select 的产品/服务具体条款，请[点击此处](#)。

For additional Product/ Service Specific Terms related to Korn Ferry Sell (for Microsoft Dynamics) [click here](#).

欲了解更多有关 Korn Ferry Sell（针对 Microsoft Dynamics）的产品/服务具体条款，请[点击此处](#)。

For additional Product/Service Specific Terms related to Korn Ferry Sell (for Salesforce) [click here](#).

欲了解更多有关 Korn Ferry Sell（针对 Salesforce）的产品/服务具体条款，请[点击此处](#)。

## 1.SERVICES

### 1.服务

1.1 Hosted Service. Korn Ferry (US) will make available to Client those components of Korn Ferry's cloud-based solution and other related software and services (the "Hosted Service") described in a COF. Korn Ferry will also provide to Client user guides, documentation, and training materials (including any updates or amendments thereof) regarding the Hosted Service that Korn Ferry makes generally available to its clients (the "Documentation").

1.1 托管服务。光辉国际集团（美国）将向客户提供光辉国际集团基于云的解决方案组件及 COF 中所述其他相关软件和服务（“托管服务”）。光辉国际集团还将向客户提供其通常向客户提供的关于托管服务的用户指南、文档和培训材料（包括其任何更新或修订）（“文档”）。

1.2 Implementation Services. To the extent implementation assistance is required, Korn Ferry will provide implementation services as set forth in the applicable Product/Service Specific Terms, or as included in an SOW or LOE (“Implementation Services”).

1.2 实施服务。如果需要实施协助，光辉国际集团将提供适用的产品/服务具体条款中所述的，或 SOW 或 LOE 中包含的实施服务（“实施服务”）。

1.3 Other Services. Korn Ferry may also provide to Client services other than the Hosted Service or Implementation Services as described in the COF or in the Product/Service Specific Terms (the “Other Services”), which may be subject to additional fees and terms as agreed by the Parties. The Hosted Service, Implementation Services and Other Services are collectively the “Services”.

1.3 其他服务。光辉国际集团还可向客户提供 COF 或产品/服务具体条款中所述的，除托管服务或实施服务以外的其他服务（“其他服务”），但这可能须支付双方商定的额外费用并遵守双方商定的额外条款。托管服务、实施服务和其他服务统称“服务”。

1.4 Maintenance and Technical Support. Korn Ferry may install software updates, bug fixes, upgrades and error corrections in the Hosted Service as Korn Ferry deems necessary from time to time, provided that the updates or installations are not inconsistent with the Agreement.

1.4 维护和技术支持。光辉国际集团可不时设置其视为必要的软件更新、漏洞修复、升级和纠错，前提条件是，此类更新或设置不与本协议相悖。

1.5 Suspension of Access to Hosted Service. Korn Ferry may suspend Client’s access to the Hosted Service at any time: (a) to prevent damage to, or degradation of, Korn Ferry’s network integrity; (b) if Client has failed to pay any amounts for thirty (30) days after Korn Ferry notifies Client of past due amounts; (c) if Client has breached the Agreement in a way that affects Korn Ferry’s provision of the Hosted Service or infringes on Korn Ferry’s or any third party’s intellectual property rights; or (d) if Client violates applicable laws, any obligations of confidentiality or privacy to any third party, or governmental regulations, or is subject to a court order requiring suspension. If suspended, Korn Ferry will promptly restore use of the Hosted Service to Client after the event giving rise to the suspension has been resolved to Korn Ferry’s reasonable satisfaction. Any accounts that are restored after suspension under subsections (b), (c) or (d) may be subject to Korn Ferry’s then-current reactivation fees. Client is not entitled to a refund or credit on any fees if access to the Hosted Service is suspended under subsections (b), (c) or (d).

1.5 暂停使用托管服务。光辉国际集团在下列情况下可随时暂停客户使用托管服务：（a）为防止破坏或降低光辉国际集团的网络完整性降级；（b）客户未能于光辉国际集团通知客户逾期金额后三十（30）天内支付任何金额；（c）客户违反本协议，导致影响光辉国际集团提供托管服务，或侵犯光辉国际集团或任何第三方知识产权；或（d）客户违反适用的法律、对任何第三方负有的任何保密或隐私权保护义务或政府法规，或根据法院命令必须暂停。如果暂停，则光辉国际集团将在引起暂停的事件得到解决且解决令光辉国际集团合理满意后，及时恢复客户对托管服务的使用。根据第（b）、（c）或（d）款暂停后恢复使用的任何账户，可能须支付光辉国际集团当时规定的重新激活费用。如果根据第（b）、（c）或（d）款暂停使用托管服务，则客户无权获得任何费用的退款或抵免。

## 2. RIGHTS

### 2. 权利

2.1 Right to Use the Hosted Service. Subject to Client's timely payment of all applicable fees, Korn Ferry grants to Client, during the term of the corresponding COF, SOW, or LOE a non-exclusive, non-transferable license for Client's Employees to access and use the Hosted Service for internal business purposes only (and not as a service bureau) as set forth in the Product/Service Specific Terms applicable to the licensed Service, subject to any limitations set forth in the Agreement. Client will not disclose or otherwise allow access to the Hosted Service or Documentation to any third party, including other system service providers, outsourcers, or any party that it should reasonably be aware may compete with Korn Ferry, except as Korn Ferry expressly permits in writing in each instance. The Hosted Service includes unpublished software, trade secrets and confidential or proprietary information of Korn Ferry or its licensors and is developed exclusively at private expense.

2.1 托管服务的使用权利。以客户及时支付所有适用费用为前提，光辉国际集团在相应的 COF、SOW 或 LOE 期限内，向客户授予非专有的、不可转让的许可，以使客户的员工能够按照适用于许可服务的产品/服务具体条款的规定，且在遵守本协议规定的任何限制的情况下，仅为了内部业务之目的（而非作为一个服务机构）访问和使用托管服务。客户不得向任何第三方披露，或以其他方式允许任何第三方访问托管服务或文档，包括其他系统服务提供商、外包商或其应合理知悉与光辉国际集团竞争的任何方，但在各情况下经光辉国际集团明确书面允许的除外。托管服务包括光辉国际集团或其许可方未发布的软件、商业秘密和机密或专有信息，并完全由私人出资开发。

“Employee” means: (i) Client's employees, and (ii) Client's independent contractors who perform services on behalf of Client and have entered into written agreements with Client no less restrictive than the Agreement. Independent contractors may not be competitors of Korn Ferry or its parent company, subsidiaries or affiliates.

“员工”系指：（i）客户的被雇佣方，以及（ii）代表客户提供服务并已与客户订立限制程度不低于本协议的书面协议的客户的独立承包商。独立承包商不得是光辉国际集团或其母公司、子公司或关联公司的竞争对手。

2.2 Use Restrictions. Client must not, on its own or through a third party: (a) access or use the Hosted Service or the Documentation to design, create or build a service or product that is competitive with the Hosted Service, or which uses ideas, features or functions that are similar to the Hosted Service; (b) license, sublicense, sell, resell, resyndicate, transfer, assign, distribute, lease, rent, loan, or otherwise commercially exploit or make available to any third party the Hosted Service or the Documentation; (c) combine or permit sharing of User Licenses or password by more than one employee; (d) use the Hosted Service to provide a service bureau; (e) modify, translate, or make derivative works based upon the Hosted Service or the Documentation or any part thereof, or directly or indirectly decrypt, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of the Hosted Service or any portion thereof or its underlying ideas, techniques or algorithms, including the review of data structures or similar materials produced by the Hosted Service; or (f) directly or indirectly use the Hosted Service in violation of any applicable laws. Except as explicitly granted in the Agreement, Client has no rights with respect to the Hosted Service or the Documentation.

2.2 使用限制。客户不得自行或通过第三方：（a）访问或使用托管服务或文档以设计、创建或构建与托管服务存在竞争关系的服务或产品，或理念、特性或功能与托管服务类似的服务或产

品；（b）许可、再许可、出售、转售、重新合成、转让、让与、分配、租赁、出租、出借或以其他方式商业利用或向任何第三方提供托管服务或文档；（c）合并用户许可或允多名员工共享用户许可或密码；（d）利用托管服务作为服务机构；（e）对托管服务或文档或其任何部分进行修改、翻译，或基于托管服务或文档或其任意部分制作衍生作品，或直接或间接对托管服务或其任意部分的源代码或其基本理念、技术或算法进行解密、反编译、反汇编、逆向工程或以其他方式试图发现上述源代码、基本理念、技术或算法，包括对托管服务所产生的数据结构或类似材料进行审查；或（f）在违反任何适用法律的情况下，直接或间接使用托管服务。除非本协议中明确授予，否则客户对托管服务或文档不享有权利。

**2.3 Proprietary Rights.** The Services, Programs, the Korn Ferry Data (excluding any Client Content included therein), and any modifications, configurations, enhancements or derivative works thereof to any of the foregoing (including all intellectual property rights in or to any of the foregoing), are and remain the exclusive property of Korn Ferry or its licensors. No licenses or rights are granted to Client except for the limited rights expressly granted in the Agreement.

**2.3 所有权。** 服务、项目、光辉国际集团数据（其中所包含的任何客户内容除外）及上述任意一项的任何修改、配置、增强或衍生作品（包括上述任意一项的所有知识产权），均属于并始终属于光辉国际集团或其许可方的专有财产。除本协议中明确授予的有限权利外，不得向客户授予任何其他许可或权利。

**2.4 AI Applications.** Client must not use or input Program Materials, other Korn Ferry Material or derivatives into any AI Application without the prior written consent of Korn Ferry. “AI Application” means a system or software that deploys any automated processes or converts large amounts of input data into actionable outputs without explicit training, commonly termed “machine learning”.

**2.4 人工智能应用。** 未经光辉国际事先书面同意，客户不得在任何人工智能应用程序中使用或输入 项目材料、其他光辉国际集团材料或衍生作品。“人工智能应用”是指无需明确训练即可部署任何自动化流程或将大量输入数据转换为可操作输出的系统或软件，通常称为“机器学习”。

## 3.DATA

### 3.数据

**3.1 Client Content.** To facilitate Korn Ferry’s performance of its obligations under the Agreement, Client grants to Korn Ferry during the Term a limited license to use, process and reproduce, any information or data related to Client that is input or uploaded into the Hosted Service by Client, provided by Client to Korn Ferry for entry by Korn Ferry into the Hosted Service, or otherwise provided to Korn Ferry by Client pursuant to the Agreement (the “Client Content”).

**3.1 客户内容。** 为促进光辉国际集团履行其在本协议项下的义务，客户在期限内，向光辉国际集团授予有限许可，以使其能够使用、处理和复制客户输入或上传至托管服务的有关客户的任何信息或数据，客户向光辉国际集团提供的供光辉国际集团输入托管服务的有关客户的任何信息或数据，或客户根据本协议另行向光辉国际集团提供的有关客户的任何信息或数据（“客户内容”）。

3.2 Data Usage and Data Security. Korn Ferry will use commercially reasonable efforts to adhere to the data security and privacy standards set forth in the Data Security Provisions in Appendix A (Data Security Provisions).

3.2 数据使用和数据安全。光辉国际集团将采取商业上合理的努力，遵守附件 A（数据安全规定）中数据安全规定所规定的数据安全和隐私标准。

3.3 Korn Ferry Data. Korn Ferry may: (a) collect data and metrics arising out of Client's use of the Hosted Service; and (b) aggregate and analyze any metrics and data collected (collectively, the "Korn Ferry Data"). The Korn Ferry Data will be de-identified to exclude any personally identifiable information. Except as otherwise stated in the Product/Service Specific Terms, Korn Ferry will not use the Korn Ferry Data in a way that identifies Client as the source of any data included in the Korn Ferry Data. Provided Korn Ferry complies with the two immediately preceding sentences, Korn Ferry Data does not constitute Client's Confidential Information and Korn Ferry may provide the Korn Ferry Data to third parties. Korn Ferry may use, reproduce, distribute, and prepare derivative works from the Client Content as incorporated in the Korn Ferry Data.

3.3 光辉国际集团数据。光辉国际集团可：（a）收集客户使用托管服务产生的数据和指标；（b）汇总和分析所收集的任何指标和数据（统称“光辉国际集团数据”）。将对光辉国际集团数据进行去识别化处理，以删除任何个人可识别信息。除非产品/服务具体条款中另有规定，否则光辉国际集团在使用光辉国际集团数据时，不得将客户标识为光辉国际集团数据中所包含任何数据的来源。如果光辉国际集团遵守前两句的规定，则光辉国际集团数据不构成客户的保密信息，并且光辉国际集团可向第三方提供光辉国际集团数据。光辉国际集团可使用、复制和分发纳入光辉国际集团数据中的客户内容，以及根据纳入光辉国际集团数据中的客户内容编制衍生作品。

3.4 Rights Notices. Client will not remove any notices or legends that appear in the Services, Documentation, or on any output of the Services, that either identify Korn Ferry as the owner, or provide notice of the confidential and proprietary nature of the materials and their contents, including copyright notices, trademark symbols and notices, and notices that the materials are "confidential" or "proprietary." Client's obligation not to remove any notices applies in all circumstances, including when Client copies or distributes materials as permitted by the Agreement.

3.4 权利通知。客户不得删除出现在服务、文档或任何服务输出信息中将光辉国际集团标识为所有人，或提供材料及其内容机密性和专有性通知的任何通知或图例，包括版权通知，商标符号和通知，以及材料为“机密”或“专有”的通知。客户不得删除任何通知的义务适用于所有情况，包括客户在本协议允许时复制或分发材料的情况。

## 4. FEES.

### 4. 费用。

4.1 Fees for use of the Services are set forth in the applicable COF, SOW, or LOE. Unless otherwise set forth in the Product/Service Specific Terms or the COF, SOW, or LOE, Fees will be invoiced upon execution of the applicable agreement, and annually in advance for renewals, and as additional services or licenses are added. Fees are non-cancellable and non-refundable regardless of whether Client uses the Services during the Term. If Client has received a discounted Fee in connection with a multi-year commitment, and fails to pay the

Fee for subsequent years when they are due, Korn Ferry will invoice Client the difference between the standard fee and the discounted fee paid for previous years.

4.1 适用的 COF、SOW 或 LOE 中对使用服务的费用进行了规定。除非产品/服务具体条款或 COF、SOW 或 LOE 另有规定，否则光辉国际集团将在适用协议签署后对费用开具发票，并在每年续期前和添加额外服务或许可时开具发票。不论客户在期限内是否使用服务，费用均不得取消且不予退还。如果客户获得与多年承诺相关的折扣费用，但未能支付后续年份到期应付的费用，则光辉国际集团将就标准费用与前几年支付的折扣费用之间的差额向客户开具发票。

4.2 Fees for Other Services and Expenses. The Fees for Other Services, if applicable, will be set forth on the COF, SOW, or LOE. Korn Ferry assesses an administrative charge of professional fees. All fees are non-contingent, non-transferable, and non-refundable unless specifically stated otherwise in the COF, SOW, or LOE. Korn Ferry will invoice direct out-of-pocket expenses, including consultant travel, accommodation and meals, courier, shipping, reproduction, and video-conferencing, on a monthly basis as incurred.

4.2 其他服务费用和开支。COF、SOW 或 LOE 将对其他服务费用（若适用）作出规定。光辉国际集团对专业费用的行政收费进行评估。除非 COF、SOW 或 LOE 中另有明确规定，否则所有费用均无条件、不可转让、不可退还。光辉国际集团将每月按发生的直接付现费用开具发票，包括顾问差旅费、食宿费、快递费、运费、复印费和视频会议费。

## 5.WARRANTIES.

### 5.保证。

5.1 Korn Ferry warrants that the Hosted Service will substantially perform in accordance with the Documentation and that Services will be performed in a professional and workmanlike manner. As Client's sole remedy for defective Services, Korn Ferry will repair or replace such Services. Korn Ferry represents and warrants that it will exercise commercially reasonable efforts, including the use of industry standard methods to detect and protect the Hosting Service and other electronically delivered materials against malicious program code insertions, and Korn Ferry will not knowingly introduce into the Hosting Service or other electronically delivered materials any virus or other malicious code.

5.1 光辉国际集团保证，将大体上按照文档规定履行托管服务，并以专业和熟练的方式履行服务。作为针对有缺陷服务对客户的唯一补救办法，光辉国际集团将修复或更换此类服务。光辉国际集团陈述并保证，其将作出商业上合理的努力，包括采用行业标准方法，来检测并保护托管服务及其他通过电子方式交付的材料，以使其免遭恶意程序代码插入，并且光辉国际集团不会故意将任何病毒或其他恶意代码引入到托管服务或其他通过电子方式交付的材料中。

5.2 EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. KORN FERRY EXPRESSLY DISCLAIMS (TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW) ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. KORN FERRY DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE COMPLETELY SECURE, ERROR-FREE OR UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED.

**5.2** 除非本第 5 条另有规定，否则将“按原样”提供服务，而无任何形式的保证。光辉国际集团明确否认（在适用法律允许的最大范围内）与本协议标的物有关的所有保证，无论是明示的、默示的、法定的还是其他方式的保证，包括任何适销性保证、适合特定用途的保证、所有权保证和不侵权保证，以及交易过程中产生或根据商业惯例产生的保证。光辉国际集团不保证服务的运作将完全安全、不出错或不会中断，亦不保证所有错误都将得到纠正。

## 6. TERM AND TERMINATION

### 6. 期限和终止

**6.1 Term.** Notwithstanding anything to the contrary in the Agreement, the COF may not be terminated for convenience. The initial subscription period begins on the Start Date and continues for three (3) years (unless a different End Date is set forth on the COF) (the “**Initial Term**”). Thereafter, subscriptions will automatically renew for additional three (3) year terms (each a “**Renewal Term**”) at Korn Ferry’s then-current rates unless either party provides notice of termination at least thirty (30) days prior to the expiration of the then-current term (the Initial Term and any Renewal Terms are collectively the “**Subscription Period**”). Client’s notice of termination must include written verification, executed by a corporate officer, that all Korn Ferry Material and Derivatives: (i) are no longer being used by Client; and (ii) have been destroyed in accordance the Agreement. Client is responsible for all Fees due until the effective date of termination. Unless otherwise set forth in the corresponding COF, SOW, or LOE, all payments are non-refundable and all Services are non-cancelable during any current term unless Client terminates due to Korn Ferry’s uncured material breach of the Agreement.

**6.1 期限。**即使本协议中有任何相反规定，亦不得为便利而终止 COF。除非 COF 中有不同的结束日期，否则初始订阅期自开始日期起持续三（3）年（“**初始期限**”）。此后，订阅将按光辉国际集团当时的费率自动续期三（3）年（每个期限称为“**续期期限**”），除非任何一方在当时期限期满前至少三十（30）天发出终止通知（初始期限和任何续期期限统称“**订阅期**”）。客户的终止通知必须包括经由公司管理人员签署的书面证明，证明所有光辉国际集团材料和衍生作品：（i）不再被客户使用；（ii）已按照本协议销毁。客户须承担终止生效日期前所有应付的费用。除非相应的 COF、SOW 或 LOE 中另有规定，否则在当前任何期限内，所有付款均不可退还，所有的服务均不可取消，除非客户因光辉国际集团出现重大违约行为且该违约行为未得到纠正而终止本协议。

**6.2 Effects of Termination.** Upon the termination or expiration of the Agreement for any reason: (a) the license granted to Client in Section 2.1 (Right to Use the Hosted Service) will terminate; (b) Client may not access the applicable Hosted Service; and (c) all amounts owed to Korn Ferry under the Agreement will become immediately due and payable. The following provisions of these SaaS Terms will survive any termination of the Agreement: 2.3 (Proprietary Rights), 3 (Data), 4 (Fees).

**6.2 终止的效力。**本协议因任何原因终止或期满后：（a）第 2.1 条（托管服务的使用权利）授予客户的许可将终止；（b）客户不得访问适用的托管服务；（c）本协议项下欠光辉国际集团的所有金额将立即到期且应支付。本 SaaS 条款的下列规定将在本协议终止后继续有效：2.3（所有权）、2.4（人工智能应用）、3（数据）和 4（费用）。

## 7. RESCHEDULING

### 7. 重新安排

7.1 If Other Services are included within the Services, the following Rescheduling policy will apply. Korn Ferry will schedule and commit personnel and resources to provide the Services. Korn Ferry understands that Client's business conditions may change; however, rescheduling on short notice impacts Korn Ferry's business and its ability to provide outstanding service to all of its customers. Client may reschedule the provision of Other Services by paying the following fees in addition to the associated fees for any Services rendered. These fees are a genuine pre-estimate of Korn Ferry's losses as a result of such rescheduling and are reflective of the value of the lost bookings for Korn Ferry for the time scheduled and fees which otherwise have been earned by the team leader, team members and other resources, and are not penalties. If Client fails to provide Korn Ferry with documentation, information, or access to its personnel that impacts Korn Ferry's ability to meet the completion date or Client otherwise delays the completion date, Korn Ferry reserves the right to charge Client a rescheduling fee as set forth below.

7.1 如果其他服务被纳入服务范围之内，则以下重新安排政策将适用。光辉国际集团将安排并调拨人员和资源以提供服务。光辉国际集团明白，客户的业务状况可能会发生变化；但在短时间内重新安排会影响光辉国际集团的业务及其为所有客户提供卓越服务的能力。除支付所提供任何服务的相关费用外，客户可通过支付以下费用重新安排服务的提供时间。这些费用是对光辉国际集团因此类重新安排而遭受损失的真实预估，反映了光辉国际集团在预定时间内所损失预订的价值，以及团队领导、团队成员和其他资源原本会赚取的费用，而不属于罚款。如果客户未能向光辉国际集团提供文件、信息或接触其人员的机会，从而影响光辉国际集团在完工日期前完工的能力，或客户以其他方式延迟完工日期，则光辉国际集团保留向客户收取下文所列重新安排费用的权利。

a) If rescheduling more than 20 business days before the scheduled program, meeting or session, Client will pay the Actual Expenses incurred as a result of the rescheduling.

a) 如果在预定计划、会议或会期前 20 个工作日以上重新安排，客户将支付因重新安排而产生的实际开支。

b) If rescheduling 20 or fewer business days before the scheduled program, meeting or session, rescheduling fees will be calculated based on the number of business days' notice provided as shown in the table below, plus Actual Expenses incurred.

b) 如果在预定计划、会议或会期前不超过 20 个工作日重新安排，重新安排费用将根据下表所示的提前通知的营业日数计算，再加上发生的实际开支。

	Length of Program 计划时长		
	Less than 1 day 不到 1 天	1-2 days 1-2 天	3-5 days 3-5 天

<b>Notice from Client</b> <b>(business days)</b> 客户发出通知 (工作日)	16-20	0	0	25%
	11-15	0	25%	50%
	6-10	0	50%	75%
	3-5	50%	75%	75%
	Less than 3 不到 3 天	100%	100%	100%

c) **“Actual Expenses”** means amounts Korn Ferry pays to others in anticipation of the Services (e.g., hotels, airlines) that Korn Ferry cannot recover on its termination of the bookings or that Korn Ferry incurs due to changes or cancellations. Korn Ferry will charge Client for costs incurred for any materials Korn Ferry prepares (e.g., for events, workshops, meetings) if the engagement is not rescheduled within two months of the original date.

c) **“实际开支”** 系指光辉国际集团因预期提供的服务（如酒店服务、航空公司服务等）向他方支付的款项，光辉国际集团在预订终止时无法收回该等款项，或者光辉国际集团因更改或取消而产生这些款项。如果在原始日期起的两个月内没有重新安排业务，光辉国际集团将就光辉国际集团制定任何材料（例如为活动、研讨会、会议制定材料）而产生的费用向客户收费。

## APPENDIX A to SaaS TERMS Data Security Provisions

### SaaS 条款附件 A: 数据安全规定

#### 1. Definitions:

#### 1. 定义:

1.1 **“Nonpublic Information”** means information maintained, owned or controlled by Client that is not publicly known or whose access is restricted internally by the Client and includes:

1.1 **“非公开信息”** 系指由客户保有、拥有或控制的，不为公众所知或客户内部限制访问的信息，包括:

- Any business related information of Client that the tampering with which, or unauthorized disclosure, access or use of which, would cause a material adverse impact to Client’s business, operations, or security and includes: (i) trade secrets; (ii) intellectual property; (iii) Client business operational and financial information, customer lists, business forecasts, marketing plans, pricing information, product or business proposals, investment information, litigation claims, regulatory findings, materials subject to attorney-client privilege, projects and similar documents; and (iv) technical or security information.

- 客户的任何业务相关信息，对此类信息的篡改、未经授权披露、访问或使用会对客户的业务、运营或安全造成重大不利影响，此类信息包括：（i）商业秘密；（ii）知识产权；（iii）客户的商业运作和财务信息、客户名单、商业预测、营销计划、定价信息、产品或业务建议书、投资信息、诉讼索赔、监管调查结果、受律师-当事人特权保护的材料、项目和类似的文件；（iv）技术或安全信息。

1.2 **"Personal Data"** means any information that Korn Ferry has access to, obtains, uses, maintains or otherwise handles in connection with the performance of the Services that identifies an individual or relates to an identifiable individual.

1.2 “**个人数据**”系指光辉国际集团有权访问、获取、使用、维护或以其他方式处理的与履行服务相关的任何信息，这些信息可识别个人身份或与可识别身份的个人有关。

1.3 **"Security Breach"** means any actual breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data processed by Korn Ferry.

1.3 “**破坏安全的行为**”系指任何实际破坏安全的行为，该行为会导致意外或非法销毁、丢失、更改、未经授权披露或访问光辉国际集团处理的任何个人数据。

## 2. Information Security Safeguards.

### 2. 信息安全保障措施。

2.1 Korn Ferry will maintain appropriate administrative, technical and physical safeguards to: (a) maintain confidentiality of Nonpublic Information; (b) protect against anticipated threats or hazards to the security or integrity of the Nonpublic Information; (c) protect against unauthorized access to or use of Nonpublic Information; and (d) detect, respond, and recover from identified risks or incidents including Security Breach.

2.1 光辉国际集团将维持适当的行政、技术和物理保障措施，以便：（a）对非公开信息保密；（b）保护非公开信息的安全性或完整性免遭预期的威胁或危害；（c）防止未经授权访问或使用非公开信息；（d）发现风险或事故（包括破坏安全的行为），对识别的风险或事故作出响应，并从中恢复过来。

2.2 Standards & Practices. Information security safeguards will incorporate all commercially reasonable and appropriate methods and safeguards to ensure the security, confidentiality, integrity, availability and privacy of the Nonpublic Information in accordance with applicable legal or regulatory requirements and industry practices. In addition, Korn Ferry will adhere to information security industry standard practices as identified in the National Institute for Standards and Technology Cyber Security Framework (NIST CSF), International Organization for Standardization ISO/IEC 27002, or other equivalent authoritative sources.

2.2 标准和惯例。信息安全保障措施将按照适用的法律或监管要求及行业惯例，纳入所有商业上合理及适当的方法和保障措施，以确保非公开信息的安全性、保密性、完整性、可用性和隐私性。此外，光辉国际集团将遵守美国国家标准与技术研究院网络安全框架（NIST CSF）、国际标准化组织 ISO/IEC 27002 或其他同等权威来源确定的信息安全行业标准惯例。

2.3 Appropriate Safeguards. Information security safeguards will include: (a) safeguards against the unauthorized destruction, loss, or alteration of Nonpublic Information; (b)

safeguards against unauthorized access to Nonpublic Information; and (c) network and internet security procedures, protocols, security gateways and firewalls with respect to Nonpublic Information.

2.3 适当的保障措施。信息安全保障措施将包括：（a）防止未经授权销毁、丢失或更改非公开信息的保障措施；（b）防止未经授权访问非公开信息的保障措施；（c）关于非公开信息的网络和互联网安全程序、协议、安全网关和防火墙。

2.4 Physical Security Safeguards. Information security safeguards will include physical safety and security safeguards at any facilities processing Nonpublic Information. Information Security Safeguards will be at least as rigorous as those procedures in place to protect Korn Ferry's own Nonpublic Information.

2.4 物理安全保障措施。信息安全保障措施将包括对非公开信息进行处理的所有设施的物理安全保障措施。信息安全保障措施至少要与为保护光辉国际集团自身的非公开信息而制定的程序一样严格。

2.5 Use of Client Nonpublic Information in Non-Production Environments. Nonpublic Information from production environments will not be used for non-production purposes (i.e. testing and development) unless the data has been de-identified. If Nonpublic Information cannot be de-identified, then Korn Ferry will obtain Client's approval prior to doing so. Client hereby approves of the use of encrypted Nonpublic Information in this engagement. In addition, if Nonpublic information that cannot be de-identified is to be used for non-production purposes, the following controls will be in place:

2.5 在非生产环境中使用客户的非公开信息。生产环境中的非公开信息不得被用于非生产目的（即测试和开发目的），除非已对数据进行去识别化处理。如果无法对非公开信息进行去识别化处理，则光辉国际集团在非生产环境中使用客户的非公开信息之前需事先获得客户的批准。客户特此批准在此次委托中使用加密的非公开信息。此外，如果拟将无法进行去识别化处理的非公开信息用于非生产目的，则将制定下列管制措施：

- Log and monitor any access to the data
- 记录和监视对数据的任何访问
  
- Use only the minimum amount of data required for testing and development activities
- 仅使用所需的最小数据量进行测试和开发活动
  
- Infrastructure components will conform to Korn Ferry's security baselines
- 基础设施组件将符合光辉国际集团的安全基准

2.6 Secure Code Development. Developers will be trained in and follow secure coding best practices (e.g., OWASP, Microsoft Secure Development Lifecycle). Korn Ferry will perform application security analysis and testing according to the requirements of an appropriate standard (e.g., OWASP Application Security Verification Standard) prior to software or code delivery. Korn Ferry will not include in the software any code that weakens the security of the application, including computer viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, or other forms of malicious code.

2.6 安全代码开发。开发人员将接受安全编码最佳实践（如 OWASP、微软安全开发生命周期等）方面的培训，并予以遵循。光辉国际集团将在软件或代码交付之前，按照适当的标准要求（如 OWASP 应用程序安全验证标准）执行应用程序安全分析和测试。光辉国际集团不得将会削弱应用程序安全的任何代码纳入软件中，包括计算机病毒、蠕虫、定时炸弹、后门、特洛伊木马、复活节彩蛋或其他形式的恶意代码。

### 3.Audit Logs and Reporting.

#### 3.审计日志和报告。

3.1 For systems, applications, or processes associated with the access, processing, storage, communication or transmission of Nonpublic Information, Korn Ferry will generate audit logs for all actual or attempted incidents of unauthorized use, access, disclosure, theft, manipulation or reproduction of the Client Content or any Security Breach.

3.1 对于与非公开信息的访问、处理、存储、通信或传输相关的系统、应用程序或流程，光辉国际集团将针对所有实际或企图发生的未经授权使用、访问、披露、盗窃、操纵或复制客户内容的事件生成审计日志。

3.2 Audit logs will be maintained in accordance with Korn Ferry's record retention obligations or the minimum legal requirements for log retention based on the classification of information in scope. If Korn Ferry's review of the audit logs reveals a Security Breach, Korn Ferry will notify Client and assist or support Client at Client's request in complying with Client's notification obligations regarding a Security Breach.

3.2 将按照光辉国际集团的记录保留义务或基于信息范围分类进行日志保留的最低法律要求维护审计日志。如果光辉国际集团审查审计日志后发现存在破坏安全的行为，则光辉国际集团将通知客户，并在客户要求后，协助或支持客户遵守客户有关破坏安全的行为的通知义务。

### 4.Information Technology Disaster Recovery.

#### 4.信息技术灾难恢复。

4.1 Korn Ferry will be responsible for data backups and disaster recovery, which will include, at a minimum, that data backups, regardless of medium, should be stored securely away from the primary data center and accessible at all hours on all days throughout the year.

4.1 光辉国际集团将负责数据备份和灾难恢复，至少包括将数据备份（不论介质为何）安全存储在远离主要数据中心的地方，并在全年任何一天的任何时候均可获得。

5. Legal Hold/ Regulatory Demand Requirements. Korn Ferry systems and those of any Korn Ferry storage vendor must be able to identify and flag any Client Nonpublic Information subject to Legal Hold/Regulatory Demand. If Client provides a Legal Hold/Regulatory Demand to Korn Ferry in writing, Korn Ferry will tag and transfer Client Nonpublic Information to Client.

5. 依法保留/监管要求。光辉国际集团系统和光辉国际集团任何存储供应商的系统，必须能够根据依法保留/监管要求识别并标记客户的任何非公开信息。如果客户以书面形式向光辉国际集团提出依法保留/监管要求，则光辉国际集团将对客户的非公开信息进行标记并传递给客户。

## 6. Destruction and Disposal Requirements:

### 6. 销毁和处置要求:

6.1 Korn Ferry is subject to the following procedures regarding the destruction and disposal of Client Nonpublic Information.

6.1 光辉国际集团须遵守下列有关客户非公开信息销毁和处置的程序。

a. Client Nonpublic Information will not be destroyed if subject to a Legal Hold/Regulatory Demand unless the Nonpublic Information was successfully transferred to Client.

a. 如果须遵守依法保留/监管要求，则不得销毁客户的非公开信息，除非已将非公开信息传递给客户。

b. At Client's written request, Korn Ferry will dispose of Client Nonpublic Information in a manner that cannot be reconstructed into a usable format or otherwise subject to unauthorized access, acquisition, use or disclosure in connection with its disposal.

b. 应客户书面要求，光辉国际集团将对客户的非公开信息进行处置，处置时不得将这些信息重构成可用格式，也不得未经授权访问、获取、使用或披露这些信息。

c. Personal information will be purged according to the terms of the DPE.

c. 个人信息将按照 DPE 条款予以清除。

## APPENDIX B to SaaS TERMS Service Level Commitment

### SaaS 条款附件 B: 服务水平承诺

The following Service level commitments regarding availability of the Hosted Service apply to the Hosted Service(s), except for Korn Ferry Sell.

以下有关托管服务可用性的服务水平承诺适用于托管服务，但 Korn Ferry Sell 除外。

#### 1. Service Level Commitment: 98% Uptime based on User access

1. 服务水平承诺：基于用户访问的正常运行时间达 98%

Korn Ferry will use commercially reasonable efforts to make the Hosted Service available with a Monthly Uptime Percentage of at least 98% during any month (the "Service Level Commitment"), subject to the SLC Exclusions.

光辉国际集团将作出商业上合理的努力提供托管服务，且每月正常运行时间的百分比至少达 98%（“服务水平承诺”），但须受 SLC 除外事项的约束。

#### 2. Definitions:

2. 定义:

“Maintenance” means scheduled Unavailability of the Hosted Service, as announced prior to the Hosted Service becoming Unavailable.

“维护”系指在托管服务不可用之前宣布的预先计划的托管服务不可用情况。

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosted Service was Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLC Exclusion.

“每月正常运行时间百分比”是以 100%减去当月托管服务不可用的分钟百分比计算得出。每月正常运行时间百分比的测量不包括由任何 SLC 除外事项直接或间接导致的停机时间。

“SLC Exclusions” mean the exclusions identified in subsection (c) below.

“SLC 除外事项”系指下文第 (c) 款中确定的除外事项。

“Unavailable” and “Unavailability” mean a period of time during which the Service or Client Data is not running or is inaccessible to Client due to Korn Ferry’s fault.

“不可用”系指由于光辉国际集团的过错导致服务或客户数据不运行或客户无法访问的一段时间。

### 3.SLC Exclusions

#### 3.SLC 除外事项

The Service Level Commitment does not apply to any outage that results from or is caused by:

服务水平承诺不适用于由下列原因导致或造成的任何中断:

i. A suspension or remedial action as described in the SaaS Terms;

i. SaaS 条款中所述的暂停或补救行动;

ii. Factors outside of Korn Ferry’s reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of Korn Ferry’s network;

ii. 超出光辉国际集团合理控制范围的因素, 包括任何不可抗力事件、互联网接入, 或光辉国际集团网络分界点之外的问题;

iii. Any actions or inactions of Client or any third party;

iii. 客户或任何第三方的任何作为或不作为;

iv. Client’s environment including firewall, network, infrastructure, equipment, software or other technology or of any third party (other than third party equipment within Korn Ferry’s direct control);

iv. 客户的环境，包括防火墙、网络、基础设施、设备、软件或其他技术，或任何第三方的环境（但在光辉国际集团直接控制范围内的第三方设备除外）；

v. Failures of the Services not attributable to Unavailability;

v. 不可归因于不可用的服务故障；

vi. Maintenance; or

vi. 维护；或

vii. Emergency maintenance which by its nature protects Client data from damages, loss or exposure.

vii. 紧急维护，其本质是保护客户数据免遭破坏、丢失或暴露。

## PRODUCT/SERVICE SPECIFIC TERMS & CONDITIONS – SAAS

### 产品/服务具体条款和条件 – SAAS

These Product/Service Specific Terms and Conditions apply only to the applicable Product/Service and are in addition to the other terms and conditions applying to the COF. If the Parties are contracting via COF, any conflicts between the applicable terms will be resolved in the following order of priority: (1) Product/Service Specific Terms and Conditions, with respect to the applicable Product(s)/Service(s) only; (2) the SaaS Terms and Conditions; and (3) the General Terms and Conditions.

本产品/服务具体条款和条件仅适用于适用的产品/服务，且为对适用于 COF 的其他条款和条件的补充。如果双方通过 COF 订立合同，则适用条款之间的任何冲突将按以下优先顺序进行解决：（1）仅关于适用的产品/服务的产品/服务具体条款和条件；（2）SaaS 条款和条件；（3）通用条款和条件。

## I. KORN FERRY ARCHITECT

### 一、KORN FERRY ARCHITECT

If the COF includes Korn Ferry Architect the following additional terms and conditions apply to such Service(s), in addition to the General Terms and Conditions and SaaS Terms:

如果 COF 包括 Korn Ferry Architect，则除通用条款和条件及 SaaS 条款外，以下附加条款和条件也适用于此类服务：

#### 1) Definitions:

#### 1) 定义:

a) “Service Support” means the Service Support applicable to the Services provided hereunder, which is described [here](#).

a) “服务支持”系指适用于本协议项下所提供服务的服务支持，详见[此处](#)。

2) **Grant of License.** Upon the execution of the COF and payment of the Subscription Fee, Korn Ferry grants to Client, and Client purchases from Korn Ferry, a limited, non-exclusive, non-transferable, non-assignable, renewable license to use the Korn Ferry Architect portion of the Hosted Service during the Term and in accordance with the Agreement. Use of the Korn Ferry Architect Hosted Service is limited to the number of Employees referenced in the COF. Client will not use the Services or Korn Ferry Material as the sole basis for any employment action, including hiring or termination relating to any actual or potential Employees. During the Subscription Period client is allowed to: (a) create printed and electronic materials derived from or incorporating the text of the Korn Ferry Material (collectively, the “Derivatives”); (b) reproduce the Derivatives in paper and electronic form; (c) use and provide access to the Korn Ferry Material and Derivatives for the number of Employees listed on COF; and (d) use and display the Korn Ferry Material and Derivatives for Client’s internal business purposes only. Absent any additional license, neither the Korn Ferry Material nor the Derivatives of the Content Library may be used in any multi-rater assessment including a 360-degree or other multi-rater feedback instrument; the only feedback use permitted under the Agreement is use of the Derivatives for annual performance appraisal involving the Employee who is the subject of the appraisal and his/her supervisor(s). Unless otherwise authorized by Korn Ferry in writing, only Client’s Employees may access the Services or utilize the Korn Ferry Material.

2) 授予许可。在签订 COF 并支付订阅费后，光辉国际集团即向客户授予、客户即向光辉国际集团购买有限的、非专有的、不可转让的、不可让与的、可续期的许可，以便客户在期限内按照本协议使用托管服务的 Korn Ferry Architect 部分。Korn Ferry Architect 托管服务的使用受限于 COF 中提到的员工数量。客户不得将服务或光辉国际集团材料作为任何雇佣行为（包括雇用或解雇任何实际或潜在员工）的唯一依据。在订阅期内，客户可以：（a）创建源自或包含光辉国际集团材料文本的印刷和电子材料（统称“衍生作品”）；（b）以纸质形式和电子形式复制衍生作品；（c）使用并为 COF 中所列的员工人数提供使用光辉国际集团材料和衍生作品的访问权限；以及（d）仅出于客户内部业务目的使用和展示光辉国际集团材料和衍生作品。在没有任何附加许可的情况下，不得将光辉国际集团材料和衍生作品用于任何多评分者评估，包括 360 度反馈工具或其他多评分者反馈工具；本协议允许的唯一反馈使用是将衍生作品用于涉及作为考核对象的员工及其主管的年度绩效考核。除非光辉国际集团另有书面授权，否则只有客户的员工可以访问服务或使用光辉国际集团材料。

3) Korn Ferry will provide a unique password to each user; these are Korn Ferry confidential information and may only be provided to Client Employees. Client is responsible for all activities that occur through the use of password(s) and must notify Korn Ferry of any unauthorized use of which it becomes aware or if any user is no longer employed by Client.

3) 光辉国际集团将为每位用户提供唯一密码；这些密码是光辉国际集团的保密信息，只能向客户员工提供。客户须对通过使用密码发生的所有活动负责，且必须通知光辉国际集团其所知悉的任何未经授权的使用情况，或任何用户不再受雇于客户的情况。

4) Korn Ferry Architect enables users to support the design, maintenance and administration of job analysis and evaluation programs. Korn Ferry Architect requires a subscription to Profile Manager and Content Library.

4) Korn Ferry Architect 使用户能够支持工作分析和评价方案的设计、维护和管理。使用 Korn Ferry Architect 需要订阅光辉国际画像管理器和内容库。

5) Client Data. Use of Korn Ferry Architect requires the collection of Client Data, for which the following terms and conditions apply:

5) 客户数据。使用 Korn Ferry Architect 需要收集客户数据，对此以下条款和条件将适用：

a) “Client Data” means job title, division, business units, functions, location, representation of salary and benefits, gender, and any other data extracted from Client’s HR systems submitted via digital file(s) to Korn Ferry related to incumbents in Client’s organization.

a) “客户数据”系指通过数字文件向光辉国际集团提交的，与客户组织中的在职人员有关的职位、部门、业务单位、职能、位置、薪资福利的表示、性别及从客户的人力资源系统提取的任何其他数据。

b) Delivery of Korn Ferry Architect offerings is contingent on timely submission of Client Data to Korn Ferry. Submission of Client Data will be in accordance with Korn Ferry’s schedule as communicated to Client. Despite Korn Ferry’s review, the client remains accountable for the accuracy, completeness, and adequacy of their data. Problems, omissions or errors relating to information quality and/or delays in providing such information may result in a delay in the project delivery date, and/or an increase in fees.

b) Korn Ferry Architect 服务的交付取决于客户数据是否及时提交给光辉国际集团。将按照光辉国际集团传达给客户的日程安排表提交客户数据。尽管光辉国际集团进行审查，但客户仍须对其数据的准确性、完整性和充分性负责。与信息质量有关的问题、遗漏或错误及/或延迟提供此类信息可能会导致项目交付日期延迟，和/或费用增加。

c) Client represents and warrants that it owns Client Data, has the right to provide Client Data to Korn Ferry as contemplated under the Agreement, and Client’s provision of Client Data will not violate any third party’s rights. Client’s Data must not infringe upon the rights of others, must not contain any unlawful content. Client Data must not include any sensitive personal information unless Client has the right to provide such information.

c) 客户陈述并保证，其拥有客户数据，有权按本协议的规定向光辉国际集团提供客户数据，且客户提供客户数据不得违反任何第三方权利。客户数据不得侵犯他人的权利，不得包含任何非法内容。客户数据不得包含任何敏感个人信息，除非客户有权提供此类信息。

d) Client Data will be treated in accordance with Korn Ferry’s Global Privacy Policy, which is available on Korn Ferry’s website and incorporated into the Agreement by reference. Korn Ferry may archive, manipulate, use and include Client Data in Korn Ferry’s databases and use de-identified data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, enhance and provide Korn Ferry’s products and services. Processed data is de-identified, aggregated, and published in databases used to create products and services. Client permits Korn Ferry to include Client’s company name as a participant in products and services.

d) 客户数据将按照光辉国际集团的全球隐私政策处理，可在光辉国际集团的网站上获得，并通过援引被纳入本协议中。光辉国际集团可对客户数据进行存档、操纵和使用，并将客户数据纳入光辉国际集团的数据库，并将已进行去识别化处理的数据用于研发、基准测试、统计和分析，以及用于开发、改进、提升和提供光辉国际集团的产品和服务。经处理的数据已进行去识别化处理、汇总并发布到用于创建产品和服务的数据库中。客户允许光辉国际集团将客户的公司名称作为参与者纳入产品和服务中。

e) Korn Ferry's use of Client Data as described herein is not prohibited by any confidentiality provisions of the Agreement, any non-disclosure or other Agreement between the Parties.

e) 本协议及双方之间的任何不披露协议或其他协议的任何保密规定均不禁止光辉国际集团使用本协议中所述的客户数据。

## II. KORN FERRY ASSESS

### 二、KORN FERRY ASSESS

If the COF includes Korn Ferry Assess, the following additional terms and conditions apply to such Service(s), in addition to the General Terms and Conditions and SaaS Terms:

如果 COF 包括 Korn Ferry Assess，则除通用条款和条件及 SaaS 条款外，以下附加条款和条件也适用于此类服务：

#### 1) Definitions:

##### 1) 定义:

a) **"Assessment Period"** means the period of time beginning on the Start Date on the COF or the ordering of the Assessments and continuing for one year.

a) “**测评期**”系指自 COF 或订购测评的开始日期起持续一年的时期。

b) **"Report"** means a report provided to Client as part of the Assessment Services.

b) “**报告**”系指作为测评服务的一部分向客户提供的报告。

c) **"Service Support"** means the Service Support applicable to the Services provided hereunder, which is described [here](#).

c) “**服务支持**”系指适用于在此提供的服务的**服务支持**，如[此处](#)所述。

2) Assessment Ordering. The number of assessments ordered by Client are set forth on the COF. The assessment volume may be increased at any time during the Assessment Period by executing another COF or written order by the Client.

2) 测评订购。客户订购测评的次数载于 COF 中。经签署其他 COF 或经客户书面订购后，测评期内可随时增加测评数。

3) Assessment Expiration. Client must use all assessments by the end of the Assessment Period. Client will forfeit, and will not receive a refund or credit for, any unused assessments remaining at the end of the Assessment Period. Assessments may be utilized by Client only; they may not be transferred to any affiliates or any third parties. Once launched, assessments may not be transferred to another individual.

3) 测评到期。客户必须在测评期结束前用完所有测评。如果在测评期结束时仍有任何未用完的测评，则客户将丧失该等测评，且不会因此而获得退款或抵免。测评仅供客户使用；不得转让给任何关联公司或任何第三方。测评一旦发起，即不得将其转让给其他个人。

4) Products and Services. Korn Ferry will provide the Other Services based on the Service Support Level set forth on the COF.

4) 产品和服务。光辉国际集团将基于 COF 中载明的服务支持等级提供其他服务。

### III. KORN FERRY PAY

### 三、KORN FERRY PAY

If the COF includes Korn Ferry Pay, the following additional terms and conditions apply to such Service(s), in addition to the General Terms and Conditions and SaaS Terms:

如果 COF 包括 Korn Ferry Pay，则除通用条款和条件及 SaaS 条款外，以下附加条款和条件也适用于此类服务：

#### 1) Definitions:

##### 1) 定义:

a) “**Client Data**” means job title, division, business units, functions, location, representation of salary and benefits, gender, and any other data extracted from Client’s HR systems submitted via digital file(s) to Korn Ferry related to incumbents in Client’s organization.

a) “**客户数据**”系指通过数字文件向光辉国际集团提交的，与客户组织中的在职人员有关的职位、部门、业务单位、职能、位置、薪资福利的表示、性别及从客户的人力资源系统提取的任何其他数据。

b) “**Service Support**” means the Service Support applicable to the Services provided hereunder, which is described [here](#).

b) “**服务支持**”系指适用于本协议项下所提供服务的**服务支持**，详见[此处](#)。

2) Subscription. The Subscription is limited, non-exclusive, non-transferable, and for Client’s internal use only. All offerings include unlimited access for unlimited users during the Subscription Period. Korn Ferry will provide a unique password to each user; these are Korn Ferry confidential information and may only be provided to Client Employees. Client is responsible for all activities that occur through the use of password(s) and must notify Korn Ferry of any unauthorized use of which it becomes aware or if any user is no longer employed by Client.

2) 订阅。订阅是有限的、非专有的、不可转让的，且仅供客户内部使用。所有产品均可由无限制的用户在订阅期内进行无限制访问。光辉国际集团将为每位用户提供唯一密码；这些密码是光辉国际集团的保密信息，只能向客户员工提供。客户须对通过使用密码发生的所有活动负责，且必须通知光辉国际集团其所知悉的任何未经授权的使用情况，或任何用户不再受雇于客户的情况。

3) Service Period. Survey source services included under the Service Support of the Pay Data Aggregation tool will begin on the Start Date of the COF and continue for the Term. Client must use all survey source services purchased under this COF by the end of the Term. Client will forfeit, and will not receive a refund or credit for any unused survey source services.

Additional survey source services may be purchased separately at any time during the Term by email order. Korn Ferry will invoice the additional survey source services purchased on a monthly schedule.

3) 服务期。薪酬数据汇总工具的服务支持项下所包含的调查来源服务将自 COF 开始日期起，并在期限内持续。客户必须在期限结束前用完本 COF 项下购买的所有调查来源服务。如果有任何未使用的调查来源服务，则客户将丧失该等服务，且不得因此而获得退款或抵免。额外的调查来源服务可在期限内的任何时候，通过电子邮件订购另行购买。光辉国际集团将每月为购买的额外调查来源服务开具发票。

#### 4) Client Data.

##### 4) 客户数据。

a) Delivery of Korn Ferry Pay offerings is contingent on timely submission of Client Data to Korn Ferry. During the Term, Client must provide compensation and benefits data to Korn Ferry annually and within 60 days from receiving the data from Korn Ferry, in Korn Ferry's required format at the level of use (e.g., if a Client subsidiary purchases data to be used throughout the entire company, Client must provide data for the entire company). Submission of Client Data will be in accordance with Korn Ferry's schedule as communicated to Client. Despite Korn Ferry's review, the client remains accountable for the accuracy, completeness, and adequacy of their data. Problems, omissions or errors relating to information quality and/or delays in providing such information may result in a delay in the project delivery date, and/or an increase in fees. Client's failure to submit Client Data is a material breach of the Agreement which gives Korn Ferry the right to terminate access to online products and charge our non-participant rate (3 times the Fees set forth in the COF).

a) Korn Ferry Pay 服务的交付取决于客户数据是否及时提交给光辉国际集团。在期限内，客户必须每年在收到光辉国际集团的数据后 60 天内，向光辉国际集团提供光辉国际集团在使用层面上所要求格式的薪酬和福利数据（比如，如果客户的某一子公司购买数据以在整个公司内使用，则客户必须提供整个公司的数据）。将按照光辉国际集团传达给客户的日程安排表提交客户数据。尽管光辉国际集团进行审查，但客户仍须对其数据的准确性、完整性和充分性负责。与信息质量有关的问题、遗漏或错误及/或延迟提供此类信息可能会导致项目交付日期延迟，和/或费用增加。客户未能提交客户数据即构成对本协议的重大违反，光辉国际集团有权终止其获取在线产品的权利，并收取非参与者费用（COF 中所列费用的 3 倍）。

b) Client represents and warrants that it owns Client Data, has the right to provide Client Data to Korn Ferry as contemplated under the Agreement, and Client's provision of Client Data will not violate any third party's rights. Client's Data must not infringe upon the rights of others, must not contain any unlawful content. Client Data must not include any sensitive personal information unless Client has the right to provide such information.

b) 客户陈述并保证，其拥有客户数据，有权按本协议的规定向光辉国际集团提供客户数据，且客户提供客户数据不得违反任何第三方权利。客户数据不得侵犯他人的权利，不得包含任何非法内容。客户数据不得包含任何敏感个人信息，除非客户有权提供此类信息。

c) Client Data will be treated in accordance with Korn Ferry's Global Privacy Policy, which is available on Korn Ferry's website and incorporated into the Agreement by reference. Korn Ferry may archive, manipulate, use and include Client Data in Korn Ferry's databases and use de-identified data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, enhance and provide Korn Ferry's products and services. Processed

data is de-identified, aggregated, and published in databases used to create products and services. Client permits Korn Ferry to include Client's company name as a participant in products and services.

c) 客户数据将按照光辉国际集团的全球隐私政策处理，可在光辉国际集团的网站上获得，并通过援引被纳入本协议中。光辉国际集团可对客户数据进行存档、操纵和使用，并将客户数据纳入光辉国际集团的数据库，并将进行去识别化处理的数据用于研发、基准测试、统计和分析，以及用于开发、改进、提升和提供光辉国际集团的产品和服务。经处理的数据已进行去识别化处理、汇总并发布到用于创建产品和服务的数据库中。客户允许光辉国际集团将客户的公司名称作为参与者纳入产品和服务中。

d) Korn Ferry's use of Client Data as described herein is not prohibited by any confidentiality provisions of the Agreement, any non-disclosure or other Agreement between the Parties.

d) 本协议及双方之间的任何不披露协议或其他协议的任何保密规定均不禁止光辉国际集团使用本协议中所述的客户数据。

5) Products and Services. Korn Ferry will provide the Other Services based on the Service Support applicable to the Services provided hereunder.

5) 产品和服务。光辉国际集团将根据适用于根据 COF 提供的服务的服务支持提供其他服务。

6) The Data Aggregation price, if applicable, reflects a global subscription and is only available for countries/regions with a corresponding and active Korn Ferry Pay Premium or Total Reward Subscription. Data Aggregation Service prices reflect the fees associated for all survey sources managed on Korn Ferry Pay and must be purchased separately by country. Only one service level can be purchased per country.

6) 数据汇总价格（若适用）反映了全球订阅情况，仅适用于有相应的 Korn Ferry Pay 高级版订阅或整体薪酬方案订阅（Total Reward Subscription）的国家/地区。数据汇总服务价格反映了 Korn Ferry Pay 所管理的所有调查来源的相关费用，必须按国家单独购买。每个国家只能购买一种服务等级。

7) Korn Ferry Pay consists of master pay database, Rewards Benchmark, Rewards Health Check, access to the country's standard and industry report (reports vary by country; reports are not updated during an annual subscription period), and access to the Korn Ferry Pay tool.

7) Korn Ferry Pay 包含主薪酬数据库、奖励基准、奖励健康状况检查、获取国家标准和行业报告（报告因国家而异；报告在年度订阅期内不会更新），及获取 Korn Ferry Pay 工具。

8) A Peer Group is a group of organizations selected by Client for use in obtaining relevant remuneration information for that predefined list of organizations. Every Peer Group must contain a minimum of 10 organizations. Client may create up to 20 peer groups per country subscription during the term of this contract.

8) 对等体组即客户选定的一群组织，用于获得预先确定的名单中组织的相关薪酬信息。每个对等体组必须包含至少 10 个组织。在本合同期限内，客户可为每个国家的订阅创建最多 20 个对等体组。

9) Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise attempt to reverse engineer Korn Ferry Materials, nor will Client permit any other person to do so. Client will not lease, rent, sell, pledge, assign, sublicense, loan or otherwise transfer to any third party any part of the Korn Ferry Materials or any copy thereof. Except as specifically authorized by Korn Ferry in advance in writing, Client may not use the Korn Ferry Materials for any other purpose for itself or for any third party. Client may not pass any data or Korn Ferry Materials to third parties or load data into third party systems until Client and the third party have signed Korn Ferry's standard non-disclosure agreement. Client will be liable for all violations of these restrictions by its Employees, subcontractors, or agents.

9) 客户不得对光辉国际集团材料进行下载、拷贝、发布、披露、创建衍生作品、反汇编、反编译或以其他方式试图进行逆向工程，亦不得允许任何其他人士这么做。客户不得对光辉国际材料的任意部分或其任何副本进行租赁、出租、出售、质押、让与、再许可、出借或以其他方式转让给任何第三方。除非光辉国际集团事先明确书面授权，否则客户不得将光辉国际集团材料用于其自身或任何第三方的任何其他目的。除非客户和第三方签署了光辉国际集团的标准不披露协议，否则客户不得将任何数据或光辉国际集团材料传递给第三方，或将数据加载到第三方系统。客户将对其员工、分包商或代理商违反这些限制的行为负责。

#### IV. KORN FERRY PROFILE MANAGER

##### 四、光辉国际画像管理器 (Korn Ferry Profile Manager)

If the COF includes Korn Ferry Profile Manager, the following additional terms and conditions apply to such Service(s), in addition to the General Terms and Conditions and SaaS Terms:

如果 COF 包括光辉国际画像管理器，则除通用条款和条件及 SaaS 条款外，以下附加条款和条件也适用于此类服务：

##### 1) Definitions:

##### 1) 定义:

a) “**Service Support**” means the Service Support applicable to the Services provided hereunder, which is described [here](#).

a) “**服务支持**”系指适用于本协议项下所提供服务的**服务支持**，详见[此处](#)。

2) Grant of License. Upon the execution of the COF and payment of the Subscription Fee, Korn Ferry grants to Client, and Client purchases from Korn Ferry, a limited, non-exclusive, non-transferable, non-assignable, renewable license to use the Korn Ferry Profile Manager portion of the Hosted Service during the Term and in accordance with the Agreement. Use of the Korn Ferry Profile Manager Hosted Service is limited to the number of Employees referenced in the COF. Client will not use the Services or Korn Ferry Material as the sole basis for any employment action, including hiring or termination relating to any actual or potential Employees. During the Subscription Period client is allowed to: (i) create printed and electronic materials derived from or incorporating the text of the Korn Ferry Material (collectively, the “**Derivatives**”); (ii) reproduce the Derivatives in paper and electronic form; (iii) use and provide access to the Korn Ferry Material and Derivatives for the number of Employees listed on the COF; and (iv) use and display the Korn Ferry Material and Derivatives for Client's internal business purposes only. Absent any additional license, neither the Korn Ferry Material nor the Derivatives may be used in any multi-rater assessment including a 360-

degree or other multi-rater feedback instrument; the only feedback use permitted under the Agreement is use of the Derivatives for annual performance appraisal involving the Employee who is the subject of the appraisal and his/her supervisor(s). Unless otherwise authorized by Korn Ferry in writing, only Employees may access the Services or utilize the Korn Ferry Material.

2) **授予许可**。在签订 COF 并支付订阅费后，光辉国际集团即向客户授予、客户即向光辉国际集团购买有限的、非专有的、不可转让的、不可让与的、可续期的许可，以便客户在期限内按照本协议使用托管服务的光辉国际画像管理器部分。光辉国际画像管理器托管服务的使用受限于 COF 中提到的员工数量数量。客户不得将服务或光辉国际集团材料作为任何雇佣行为（包括雇用或解雇任何实际或潜在员工）的唯一依据。在订阅期内，客户可以：（i）创建源自或包含光辉国际集团材料文本的印刷和电子材料（统称“**衍生作品**”）；（ii）以纸质形式和电子形式复制衍生作品；（iii）使用并为 COF 中所列的员工人数提供使用光辉国际集团材料和衍生作品的访问权限；以及（iv）仅出于客户内部业务目的使用和展示光辉国际集团材料和衍生作品。在没有任何附加许可的情况下，不得将光辉国际集团材料和衍生作品用于任何多评分者评估，包括 360 度反馈工具或其他多评分者反馈工具；本协议允许的唯一反馈使用是将衍生作品用于涉及作为考核对象的员工及其主管的年度绩效考核。除非光辉国际集团另有书面授权，否则只有客户的员工可以访问服务或使用光辉国际集团材料。

3) Korn Ferry will provide a unique password to each user; these are Korn Ferry confidential information and may only be provided to Client Employees. Client is responsible for all activities that occur through the use of password(s) and must notify Korn Ferry of any unauthorized use of which it becomes aware or if any user is no longer employed by Client.

3) 光辉国际集团将为每位用户提供唯一密码；这些密码是光辉国际集团的保密信息，只能向客户员工提供。客户须对通过使用密码发生的所有活动负责，且必须通知光辉国际集团其所知悉的任何未经授权的使用情况，或任何用户不再受雇于客户的情况。

4) DCT and Upload Mapping. If Korn Ferry provides any Subscription Setup and Support as listed in the Service Support details for Profile Manager that includes DCT and upload mapping, the following terms and conditions apply:

4) **DCT 和上传映射**。如果光辉国际集团提供光辉国际画像管理器的服务支持所详细列明的任何订阅设置和支持服务，其中包括 DCT 和上传映射，则下列条款和条件适用：

a) **Client Data**. Delivery of some offerings are contingent on timely submission of Client Data to Korn Ferry. “Client Data” means job title, division, business units, functions, location, representation of salary and benefits, gender, and any other data extracted from Client’s HR systems submitted via digital file(s) to Korn Ferry related to incumbents in Client’s organization. Submission of Client Data will be in accordance with Korn Ferry’s schedule as communicated to Client. Despite Korn Ferry’s review, the client remains accountable for the accuracy, completeness, and adequacy of their data. Problems, omissions or errors relating to information quality and/or delays in providing such information may result in a delay in the project delivery date, and/or an increase in fees.

a) **客户数据**。某些产品的交付取决于客户数据是否及时提交给光辉国际集团。“客户数据”系指通过数字文件向光辉国际集团提交的，与客户组织中的在职人员有关的职位、部门、业务单位、职能、位置、薪资福利的表示、性别及从客户的人力资源系统提取的任何其他数据。将按照光辉国际集团传达给客户的日程安排表提交客户数据。尽管光辉国际集团进行审查，但客户仍须对其数据的准确性、完整性和充分性负责。与信息质量有关的问题、遗漏或错误及/或延迟提供此类信息可能会导致项目交付日期延迟，和/或费用增加。

b) Client represents and warrants that it owns Client Data, has the right to provide Client Data to Korn Ferry as contemplated under the Agreement, and Client's provision of Client Data will not violate any third party's rights. Client's Data must not infringe upon the rights of others, must not contain any unlawful content. Client Data must not include any sensitive personal information unless Client has the right to provide such information.

b) 客户陈述并保证，其拥有客户数据，有权按本协议的规定向光辉国际集团提供客户数据，且客户提供客户数据不得违反任何第三方权利。客户数据不得侵犯他人的权利，不得包含任何非法内容。客户数据不得包含任何敏感个人信息，除非客户有权提供此类信息。

c) Client Data will be treated in accordance with Korn Ferry's Global Privacy Policy, which is available on Korn Ferry's website and incorporated herein by reference. Korn Ferry may archive, manipulate, use and include Client Data in Korn Ferry's databases and use de-identified data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, enhance and provide Korn Ferry's products and services. Processed data is de-identified, aggregated, and published in databases used to create products and services. Client permits Korn Ferry to include Client's company name as a participant in products and services.

c) 客户数据将按照光辉国际集团的全球隐私政策处理，可在光辉国际集团的网站上获得，并通过援引被纳入本文中。光辉国际集团可对客户数据进行存档、操纵和使用，并将客户数据纳入光辉国际集团的数据库，并将已进行去识别化处理的数据用于研发、基准测试、统计和分析，以及用于开发、改进、提升和提供光辉国际集团的产品和服务。经处理的数据已进行去识别化处理、汇总并发布到用于创建产品和服务的数据库中。客户允许光辉国际集团将客户的公司名称作为参与者纳入产品和服务中。

d) Korn Ferry's use of Client Data as described herein is not prohibited by any confidentiality provisions of the Agreement, any non-disclosure or other agreement between the Parties.

d) 本协议、双方之间的任何不披露协议或其他协议的任何保密规定均不禁止光辉国际集团使用本协议中所述的客户数据。

## V. KORN FERRY SELECT

### 五、KORN FERRY SELECT

If the COF includes Korn Ferry Select, the following additional terms and conditions apply to such Service(s), in addition to the General Terms and Conditions and SaaS Terms:

如果 COF 包括 Korn Ferry Select，则除通用条款和条件及 SaaS 条款外，以下附加条款和条件也适用于此类服务：

#### 1) Definitions:

#### 1) 定义:

a) **"Assessment Period"** means the period of time beginning on the Start Date on the COF or the ordering of the Assessments and continuing for one year.

a) **“测评期”** 系指自 COF 或订购测评的开始日期起持续一年的时期。

b) “Report” means a report provided to Client as part of the Assessment Services.

b) “报告”系指作为测评服务的一部分向客户提供的报告。

c) “Service Support” means the Service Support applicable to the Services provided hereunder, which is described [here](#).

c) “服务支持”系指适用于本协议项下所提供服务的服务支持，详见[此处](#)。

2) Assessment Ordering. The number of assessments ordered by Client are set forth on the COF. The assessment volume may be increased at any time during the Assessment Period by executing another COF or written order by the Client.

2) 测评订购。客户订购测评的次数载于 COF 中。经签署其他 COF 或经客户书面订购后，测评期内可随时增加测评数。

3) Assessment Expiration. Client must use all assessments by the end of the Assessment Period. Client will forfeit, and will not receive a refund or credit for, any unused assessments remaining at the end of the Assessment Period. Assessments may be utilized by Client only; they may not be transferred to any affiliates or any third parties. Once launched, assessments may not be transferred to another individual.

3) 测评到期。客户必须在测评期结束前用完所有测评。如果在测评期结束时仍有任何未用完的测评，则客户将丧失该等测评，且不会因此而获得退款或抵免。测评仅供客户使用；不得转让给任何关联公司或任何第三方。测评一旦发起，即不得将其转让给其他个人。

4) Products and Services. Korn Ferry will provide the Other Services based on the Service Support Level set forth on the COF.

4) 产品和服务。光辉国际集团将基于 COF 中载明的服务支持等级提供其他服务。

## VI. KORN FERRY SELL (FOR MICROSOFT DYNAMICS)

### 六、KORN FERRY SELL（针对 MICROSOFT DYNAMICS）

If the COF includes Korn Ferry Sell (for Microsoft Dynamics), the following additional terms and conditions apply to such Service(s), in addition to the General Terms and Conditions and SaaS Terms:

如果 COF 包括 Korn Ferry Sell（针对 Microsoft Dynamics）内容，则除通用条款和条件及 SaaS 条款外，以下附加条款和条件也适用于此类服务：

#### 1) Definitions

##### 1) 定义

a) “Administrator License” means a limited type of user license used by a Client’s CRM Administrator(s) or sales operations or business operations support that provides administrative permissions to the Korn Ferry Sell application to configure features, such as

but not limited to: Business Rules, user permissions, custom Scorecards, custom dashboards. Administrator Licenses will not grant administrative permissions for Client's CRM.

a) “管理员许可”系指由客户的客户关系管理系统管理员使用的一种有限类型的用户许可，或提供 Korn Ferry Sell 应用程序的管理权限以配置功能的销售运作或业务运作支持，比如但不限于：业务规则、用户权限、自定义记分卡和自定义仪表盘等。管理员许可不授予客户的客户关系管理系统的管理权限。

b) “Client's CRM” means the Korn Ferry Sell compatible customer relationship management system Client uses to host Korn Ferry Sell.

b) “客户的客户关系管理系统”系指客户用于托管 Korn Ferry Sell 的 Korn Ferry Sell 兼容客户关系管理系统。

c) “Korn Ferry Sell” means Korn Ferry's proprietary application that Participants may use via Client's CRM.

c) “Korn Ferry Sell”系指参与者可通过客户的客户关系管理系统使用的光辉国际集团的专有应用程序。

d) “Participant” means an Employee for whom Client has purchased a User License for Korn Ferry Sell or a license to be trained in one or more Programs, as applicable.

d) “参与者”系指客户已为之购买访问 Korn Ferry Sell 的用户许可的员工，或客户已为之购买接受一个或多个项目培训的许可（如适用）的员工。

e) “Programs” means Korn Ferry's training programs and training services, including all Program Materials.

e) “项目”系指光辉国际集团的培训项目和培训服务，包括所有项目材料。

f) “Program Materials” means participant materials, facilitator materials and other course materials, whether delivered in print or other tangible media or electronically, and all modifications thereto and derivatives thereof.

f) “项目材料”系指以印刷形式或其他有形媒介形式或电子形式交付的参与者材料、引导师材料和其他课程材料，无论是以印刷品、其他有形媒体还是电子形式呈现，以及对此类材料的所有修改和衍生。

g) “Service Package” means the service support applicable to the Services provided hereunder, which is described [here](#)

g) “服务包”系指适用于本协议项下所提供服务的服务支持，详见[此处](#)。

h) “User License” means a license purchased by Client for one Employee to use Korn Ferry Sell during the Subscription Period.

h) “用户许可”系指客户为员工购买的，供其在订阅期内使用 Korn Ferry Sell 的许可。

2) **Korn Ferry Sell and Learning Library Description.** Each Participant may access Korn Ferry Sell via Client's CRM to input and review data for Client's internal business purposes. Each Korn Ferry Sell User License also includes Participants' ability to access Programs related to Korn Ferry Sell via Korn Ferry's Korn Ferry Learn platform ("**Learning Library**"). Client may reassign up to 5% of User Licenses purchased during the Initial Term (as defined below) from Employees who are no longer employed by Client or no longer have direct selling positions with Client, to their replacement Employee(s), provided that Client informs Korn Ferry in writing (email sufficient) of such reassignment(s). Access to the Korn Ferry Learning Library may not be shared or otherwise reassigned after a Participant has accessed the Learning Library, except as permitted in the previous sentence.

2) **Korn Ferry Sell 和学习库描述。**每位参与者均可通过客户的客户关系管理系统访问 Korn Ferry Sell, 以为了客户的内部业务之目的而输入和审查数据。每一 Korn Ferry Sell 用户许可还使参与者能够通过光辉国际集团的光辉国际学习平台（“**学习库**”）访问与 Korn Ferry Sell 有关的项目。客户可将初始期限（见下文定义）内所购买的最多 5% 的用户许可从不再受雇于客户或不再担任客户直接销售职务的员工重新分配给其替代员工，前提条件是，客户须以书面形式通知光辉国际集团此类重新分配事宜。参与者在访问光辉国际学习库后，即不可再分享或以其他方式重新分配其访问权限，但前一句中许可的情况除外。

3) **Grant of License.** Subject to Client's timely payment of applicable fees, Korn Ferry grants to Client, and Client purchases from Korn Ferry, a limited, non-exclusive, non-transferable, non-assignable, renewable license to use Korn Ferry Sell during the Subscription Period and in accordance with this Agreement (the "**Korn Ferry Sell License**"). Use of Korn Ferry Sell is limited to the number of User Licenses purchased by Client. During the Subscription Period, Client may: (a) create printed and electronic materials derived from or incorporating the text of the Korn Ferry Materials (collectively, the "**Derivatives**"); (b) reproduce the Derivatives in paper and electronic form; (c) use and provide access to the Korn Ferry Materials and Derivatives for the number of Employees with User Licenses; and (d) use and display the Korn Ferry Materials and Derivatives for Client's internal business purposes only. Unless Korn Ferry otherwise authorizes in writing, only Employees may access the Services or utilize the Korn Ferry Materials or Derivatives.

3) **授予许可。**在客户及时支付适用的费用后，光辉国际集团即向客户授予、客户即向光辉国际集团购买有限的、非专有的、不可转让的、不可让与的、可续期的许可，以便客户在订阅期内按照本协议使用 Korn Ferry Sell（“**Korn Ferry Sell 许可**”）。Korn Ferry Sell 的使用受限于客户购买的用户许可数量。在订阅期内，客户可以：（a）创建源自或包含光辉国际集团材料文本的印刷和电子材料（统称“**衍生作品**”）；（b）以纸质形式和电子形式复制衍生作品；（c）使用并为拥有用户许可的员工提供使用光辉国际集团材料和衍生作品的机会；以及（d）仅出于客户的内部业务目的的使用和展示光辉国际集团材料和衍生作品。除非光辉国际集团另有书面授权，否则只有客户的员工可以访问服务或使用光辉国际集团材料或衍生作品。

a. Where Korn Ferry provides electronic versions of Program Materials to Client for printing, Korn Ferry grants to Client a non-exclusive, non-transferable license to print the Program Materials in the form provided during the Term. The license does not include the right to modify the Program Materials in whole or in part. Client must retain and keep visibly displayed all copyright and trademark attribution that appears on the Program Materials.

a) 如果光辉国际集团向客户提供项目材料的数字版本供其打印，则光辉国际集团授予客户期限内所提供的打印材料非专有的、不可转让的许可，以便客户在期限内以提供的形式打印项目材料。许可不包括全部或部分修改项目材料的权利。客户必须保留并确保项目材料上出现的所有版权和商标归属清晰可见。

b. Licenses to SPIN® related Programs, Buyer Focused Prospecting, Buyer Focused Opportunity Strategy, or Buyer Aligned Negotiations, are not valid in Europe or South Africa without Korn Ferry's prior written authorization.

b. 未经光辉国际集团事先书面授权，SPIN®相关项目、《聚焦买方开发》、《聚焦买方机会战略》或《买方结盟谈判》的许可在欧洲和南非均无效。

4) Data Security and Service Level Commitment. Notwithstanding anything to the contrary in the SaaS Terms, the Data Security Provisions (Appendix A to SaaS Terms) and Service Level Commitment (Appendix B to SaaS Terms) do not apply to the Korn Ferry Sell application as hosted on Client's CRM. Data security and service level (e.g. uptime) commitments will be governed by Client's agreement with Client's CRM provider. The Service Level Commitment (Appendix B to SaaS Terms) applies to the following Korn Ferry Sell components that operate in Korn Ferry's Intelligence Cloud environment: (i) PDF Generator; (2) administrator's ability to update a rule; (3) updates of rule result; and (4) opportunity metric updates.

4) 数据安全和水平承诺。即使 SaaS 条款中有任何相反规定，数据安全规定（SaaS 条款附件 A）和服务水平承诺（SaaS 条款附件 B）也不适用于在客户的客户关系管理系统中托管的 Korn Ferry Sell 应用程序。数据安全和水平（如正常运行时间）承诺将受客户与客户的客户关系管理系统提供商所签订协议的管辖。服务水平承诺（SaaS 条款附件 B）适用于在光辉国际集团智能云环境中运行的下列 Korn Ferry Sell 组件：（1）PDF 生成器；（2）管理员更新规则的能力；（3）规则更新结果；及（4）机会指标更新。

5) Data Usage. Client Data includes information or data that Client inputs or uploads into the Hosted Service during the Subscription Period (the "Client Data"). Submission of Client Data may be required to use features of the items licensed under this Agreement.

5) 数据使用。客户数据包括客户在订阅期内输入或上传至托管服务的信息或数据（“客户数据”）。使用本协议许可的项目功能可能需要提交客户数据。

a) Client represents and warrants that: (i) it owns Client Data; (ii) it has the right to provide Client Data to Korn Ferry as contemplated under this Agreement; (iii) Client's provision of Client Data will not violate any third party's rights; (iv) Client Data does not contain any unlawful content; and (v) Client Data does not include any sensitive personal information unless Client has the right to provide such information.

a) 客户陈述并保证：（i）其拥有客户数据；（ii）其有权按本协议的规定向光辉国际集团提供客户数据；（iii）客户提供客户数据不会侵犯任何第三方权利；（iv）客户数据不包含任何非法内容；及（v）客户数据不包含任何敏感个人信息，除非客户有权提供此类信息。

b) Korn Ferry may collect metrics and usage data arising out of Client's use of the Hosted Service (e.g. login/logout times, downloads, crash data, length of access and usage, etc.) ("Usage Data"), which may be used to provide additional services and reporting to Client.

b) 光辉国际集团可收集客户使用托管服务产生的指标和使用数据（例如登录/注销时间、下载量、崩溃数据、访问和使用时长等）（“使用数据”），这些使用数据可用于向客户提供额外服务和报告。

c) Korn Ferry will only use Client Data or Usage Data that is not aggregated and/or de-identified to provide Services to Client.

c) 光辉国际集团将仅使用未经汇总和/或去识别的客户数据或使用数据向客户提供服务。

d) Client Data and Usage Data that is de-identified or aggregated (collectively “Korn Ferry Data”) may be used for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, enhance and provide Korn Ferry’s products and services. Korn Ferry will not use the Korn Ferry Data in a way that identifies Client, Client’s customers, or an individual as the source of any Korn Ferry Data. Korn Ferry Data does not constitute Client’s Confidential Information and Korn Ferry may use, reproduce, distribute, and prepare derivative works from the Korn Ferry Data and may provide the Korn Ferry Data to third parties.

d) 去识别化或经汇总的客户数据和使用数据（统称为“光辉国际集团数据”）可用于研发、基准测试、统计和分析，以及用于开发、改进、提升和提供光辉国际集团的产品和服务。光辉国际集团在使用光辉国际集团数据时，不得将客户、客户的客户、或个人标识为任何光辉国际集团数据的来源。光辉国际集团数据不构成客户的保密信息，并且光辉国际集团可使用、复制和分发光辉国际集团数据，以及根据光辉国际集团数据编制衍生作品，并可向第三方提供光辉国际集团数据。

e) Korn Ferry’s use of Client Data and Usage Data as described herein is not prohibited by any confidentiality provisions of this Agreement or any non-disclosure or other agreement between the Parties.

e) 本协议及双方之间的任何不披露协议或其他协议的任何保密规定均不禁止光辉国际集团使用本协议中所述的客户数据和使用数据。

f) Personal Data. Participants may access other Hosted Services as part of their User License, including access to eLearning Programs or, as selected by Client, other features available as part of the Services. Access to such Programs will require sharing of certain Personal Data with Korn Ferry’s third party Learning Management System (“LMS”) provider(s). Other features may require sharing Personal Data with other third-party providers, as agreed by the Parties. Such Personal Data may include username, email address, first and last name. Personal Data will be processed and protected in accordance with the Appendix A to SaaS Terms (Data Security Provisions), and the DPE, attached as Exhibit A to the General Terms and Conditions.

f) 个人数据。作为其用户许可的一部分，参与者可访问其他托管服务，包括访问电子学习项目或客户选择的作为服务一部分的其他功能。访问此类项目需要与光辉国际集团的第三方学习管理系统（“LMS”）提供商分享某些个人数据。经双方同意，其他功能可能需要与其他第三方提供商共享个人数据。此类个人数据可能包括用户名、电子邮件地址及姓名。个人数据将按照 SaaS 条款附件 A（数据安全规定）及作为附录 A 附于通用条款和条件的 DPE 得到处理和保护。

g) Data Usage and Storage in CRM Application.

g) 客户关系管理系统应用程序中的数据使用和存储。

i) Data Reporting from Client. Korn Ferry may request that Client run and provide Korn Ferry reports from Korn Ferry Sell in order to provide certain services to Client. Such reports may include opportunity owner name and statistical data such as usage, success rates, opportunity status information including updates and position, successful actions, aggregated win/loss percentages, position analysis and other data. This information may be used by Korn Ferry

to assist Client with adoption, reinforcement, analyzing ROI, tracking progress and change management, or in periodic review meetings as agreed by the Parties. Client's decision to not provide requested reports to Korn Ferry may hinder Korn Ferry's ability to provide certain consulting services and assistance with Korn Ferry Sell.

i) 客户的数据报告。光辉国际集团可要求客户运行 Korn Ferry Sell 并提供相关报告，以便向客户提供某些服务。此类报告可包含机会所有者的姓名和统计数据（比如使用数据、成功率）、机会状态信息（包括更新和位置）、成功行动、累计胜/败百分比、位置分析及其他数据。光辉国际集团可将此类信息用于协助客户采用、加强、分析 ROI，跟踪进度和变更管理，或用于双方约定的定期评审会议中。客户决定不向光辉国际集团提供所要求的报告，可能会妨碍光辉国际集团提供有关 Korn Ferry Sell 方面的某些咨询服务和协助。

ii) Data from CRM Provider. Korn Ferry may access data made available by Client's CRM provider. To the extent any data provided by Client's CRM Provider contains Personal Data, for which the CRM provider acts as the data controller or equivalent, Korn Ferry will treat such Personal Data in accordance with its global privacy policy and may use such information to contact Client about the products or Services.

ii) 来自客户关系管理系统提供商的数据。光辉国际集团可访问由客户的客户关系管理系统提供商提供的数据。如果客户的客户关系管理系统提供商提供的任何数据包含个人数据，且客户关系管理系统提供商充当此类个人数据的数据控制者或同等角色，则光辉国际集团将按照其全球隐私政策处理此类个人数据，并可通过此类信息就产品或服务相关事宜联系客户。

iii) Client Data Backup. Client is responsible for maintaining, backing up, retaining and exporting Client Data retained in Korn Ferry Sell, in accordance with the terms and resources available in Client's CRM.

iii) 客户数据备份。客户负责按照客户的客户关系管理系统中的可用条款和资源，对保留在 Korn Ferry Sell 中的客户数据进行维护、备份、保留和输出。

6) Service and Support. Client must contact Korn Ferry for technical support for Korn Ferry Sell. Client's CRM Provider disclaims any responsibility for providing support services for Korn Ferry Sell.

6) 服务和支持。客户必须联系光辉国际集团以获得 Korn Ferry Sell 方面的技术支持。客户的客户关系管理系统提供商拒绝承担任何提供 Korn Ferry Sell 方面支持服务的责任。

a) Korn Ferry will provide support to Client's CRM administrator through the Korn Ferry Digital Global Support Team Monday through Friday 9 am – 5 pm US ET except Korn Ferry Holidays. Client's CRM administrator(s) will be responsible for providing direct support to Client Participants.

a) 光辉国际集团将于美国东部时间周一至周五（光辉国际集团节假日除外）上午 9 点至下午 5 点，通过光辉国际集团的数字全球支持团队向客户的客户关系管理系统管理员提供支持。客户的客户关系管理系统管理员将负责向客户参与者提供直接支持。

b) Issues should be reported by the Client's CRM administrator to the Global Support Team via email. The Global Support Team will respond to inquiries for support within one (1) business day. The Global Support Team will have access to Korn Ferry Sell subject matter experts within global support and the Korn Ferry software development team should issues require escalation for additional troubleshooting and resolution. All support services will be

provided in English. Korn Ferry will provide the Global Support contact email to Client upon engagement launch.

b) 客户的客户关系管理系统管理员应通过电子邮件向全球支持团队报告问题。全球支持团队将在一（1）个工作日内作出回复。如果有问题需要升级，以进行额外的故障排除和解决，全球支持团队将在全球支持范围内联系 Korn Ferry Sell 方面的主题专家和光辉国际集团软件开发团队。所有支持服务都将用英文提供。一旦发起委托，光辉国际集团即向客户提供全球支持团队的电子邮件联系方式。

c) Such support may be limited to the current version of Korn Ferry Sell and up to 3 prior versions. Client may be required to install the latest version of the Korn Ferry Sell application where the resolution of the issue or problem requires an update to Korn Ferry Sell. Korn Ferry may require access to Client's CRM or the application to provide application level support. If Client declines to give such access, Korn Ferry's ability to provide application level support may be limited.

c) 此类支持可能仅限于当前版本的 Korn Ferry Sell 和最多 3 个先前的版本。如果问题的解决需要更新 Korn Ferry Sell，客户可能需要安装最新版本的 Korn Ferry Sell 应用程序。光辉国际集团可要求访问客户的客户关系管理系统或相关应用程序，以便提供应用程序层面上的支持。如果客户拒绝提供此类访问的权限，则光辉国际集团提供应用程序层面上支持的能力可能会受到限制。

7) Client Obligations. Client represents and warrants that it has an active agreement with Client's CRM provider that includes all rights necessary to use Client's CRM, and that entering into this Agreement will not breach any agreement to which Client is a party. Client will provide all information necessary for Korn Ferry to provide the Services, which may include but is not limited to address and system where the CRM and Korn Ferry Sell will be installed (i.e. Tenant ID and location) and any other necessary account information for Client's CRM.

7) 客户义务。 客户陈述并保证，其与客户的客户关系管理系统提供商之间签订有一份积极的协议，该协议包含使用客户的客户关系管理系统的所有必要权利，以及本协议的签订不得违反客户作为当事人一方签订的任何协议。客户将提供光辉国际集团提供服务所需的所有必要信息，可能包括但不限于客户关系管理系统和 Korn Ferry Sell 的安装地址和系统（即租户 ID (Tenant ID) 和地址）及客户的客户关系管理系统的任何其他必要的账户信息。

8) Term and Termination. This Section 8 of these Product Specific Terms apply to Korn Ferry Sell in lieu of Section 6 (Term and Termination) of the SaaS Terms.

8) 期限和终止。 本产品具体条款第 8 条代替 SaaS 条款第 6 条（期限和终止）适用于 Korn Ferry Sell。

a) Notwithstanding anything to the contrary in the Agreement, the Korn Ferry Sell subscription may not be terminated for convenience. The initial subscription period begins on the Start Date and continues for three (3) years (unless a different End Date is set forth on the COF) (the "Initial Term"). Thereafter, subscriptions will automatically renew for additional three (3) year terms (each a "Renewal Term") at Korn Ferry's then-current rates unless either party provides notice of termination at least sixty (60) days prior to the expiration of the then-current term (the Initial Term and any Renewal Terms are collectively the "Subscription Period"). Client's termination notice must include written verification, executed by a corporate officer, that all Korn Ferry Materials and Derivatives: (a) are no longer being used by Client; and (b)

have been destroyed in accordance with this Agreement. Client is responsible for all Fees due until the effective date of termination.

a) 即使本协议中有任何相反规定，亦不得为便利而终止 Korn Ferry Sell 的订阅。除非 COF 中有不同的结束日期，否则初始订阅期自开始日期起持续三（3）年（“初始期限”）。此后，订阅将按光辉国际集团当时的费率自动续期三（3）年（每个期限称为“续期期限”），除非任何一方在当时期限期满前至少六十（60）天发出终止通知（初始期限和任何续期期限统称“订阅期”）。客户的终止通知必须包括经由公司管理人员签署的书面证明，证明所有光辉国际集团材料和衍生作品：（i）不再被客户使用；（ii）已按照本协议销毁。客户须承担终止生效日期前所有应付的费用。

b) Additional User Licenses. Client may request additional User Licenses during the Subscription Period in writing (email or change order), only at 6-month intervals beginning 6 months after the Effective Date, and a minimum of 10 additional User Licenses must be purchased at a time. Following Korn Ferry's written confirmation (email confirmation for email orders, or countersigned change order) of the request, Korn Ferry will invoice Client the applicable Fee. Additional User Licenses will be invoiced in an amount pro-rated for the remainder of the current Term. Additional User Licenses will be activated upon Client's placing an order, and access will be granted for the remainder of the then current Term and will renew concurrently with the other User Licenses.

b) 额外的用户许可。客户可在订阅期内以书面形式（通过电子邮件或更改订单）申请购买额外的用户许可，自生效日期后 6 个月起，每 6 个月申请一次，且每次必须购买至少 10 项额外的用户许可。继光辉国际集团书面确认（电子邮件订单通过电子邮件确认，更改订单则通过会签进行确认）申请后，光辉国际集团向客户开具适用费用的发票。额外的用户许可将就当时期限剩余时间按相应比例的金額开具发票。客户一经下单，额外的用户许可即被激活，授予在当时期限剩余时间内访问的权限，并与其他用户许可同时续期。

c) Except as set forth in Section 8(d) (Termination of CRM Provider Relationship) below or if Client terminates due to Korn Ferry's uncured material breach of the Agreement, fees are non-contingent, non-transferable, and non-refundable. Client will not be entitled to receive any refund or credit for Services not utilized during the Subscription Period.

c) 除非下文第 8（d）条（客户关系管理系统提供商关系的终止）中另有规定，或如果客户因光辉国际集团出现重大违约行为且该违约行为未得到纠正而终止本协议，否则费用非或有、不可转让、不可退还。对于未在订阅期内使用的服务，客户将无权获得任何退款或抵免。

d) Termination of Client's CRM Provider Relationship.

d) 客户的客户关系管理系统提供商关系的终止。

i) If Client's access to Client's CRM is suspended by Client's CRM provider for any reason, the Korn Ferry Sell License and right to access Korn Ferry Sell will be suspended immediately for the same duration. If Client's agreement with Client's CRM provider terminates or expires for any reason, the Korn Ferry Sell License will terminate simultaneously with termination of Client's right to use Client's CRM. Suspension or termination of Client's CRM agreement will not create any liability of Korn Ferry or Client's CRM provider for any refund or damages.

i) 如因任何原因导致客户的客户关系管理系统提供商暂停客户访问客户的客户关系管理系统，则 Korn Ferry Sell 许可和访问 Korn Ferry Sell 的权利也将在同一时期暂停。如因任何原因导致客户与客户的客户关系管理系统提供商之间的协议终止或期满，则 Korn Ferry Sell 许可将随着

客户使用客户的客户关系管理系统的权利的终止而终止。客户的客户关系管理系统协议的暂停或终止将不会使光辉国际集团或客户的客户关系管理系统提供商对任何退款或损害赔偿承担任何责任。

ii) If Client's CRM provider terminates its agreement with Korn Ferry, or otherwise no longer permits the use of Korn Ferry Sell on its platform, Korn Ferry may terminate the Korn Ferry Sell License upon seventy-five (75) days written notice.

ii) 如果客户的客户关系管理系统提供商终止其与光辉国际集团的协议，或以其他方式不再允许在其平台上使用 Korn Ferry Sell，则光辉国际集团可在提前七十五（75）天发出书面通知后，终止 Korn Ferry Sell 许可。

iii) If the Korn Ferry Sell License is terminated under Section 8(d)(i), Client will not be entitled to receive any credit or refund of prepaid Fees for the remaining, unused portion of the Subscription Period.

iii) 如果 Korn Ferry Sell 许可根据第 8（d）（i）条终止，则对于订阅期内未使用的剩余部分，客户将无权获得针对预付费用的任何抵免或退款。

iv) If the Korn Ferry Sell License is terminated under Section 8(d)(ii), Korn Ferry will, as Client's sole and exclusive remedy, provide a pro-rated refund for the unused portion of the Subscription Period.

iv) 如果 Korn Ferry Sell 许可根据第 8（d）（ii）条终止，则对于订阅期内未使用的部分，光辉国际集团将按比例提供退款，以此作为对客户的唯一和专有性补救。

e) Effects of Termination. Upon the termination or expiration of the Korn Ferry Sell License or the Agreement as a whole, for any reason: (a) Client and Participants may not access the applicable Hosted Service; and (b) all amounts owed to Korn Ferry under the Agreement will become immediately due and payable. The following provisions of the SaaS Terms will survive any termination of the Agreement: 2.3 (Proprietary Rights), 2.4 (AI Applications), 3 (Data), 4 (Fees). The following provisions of these Product Specific Terms will survive any termination of the Agreement: 5 (Data Usage), 8(d) (Termination of Client's CRM Provider Relationship).

e) 终止的效力。Korn Ferry Sell 许可或本协议作为一个整体终止或期满后：（a）客户和参与者不得访问适用的托管服务；（b）本协议项下欠光辉国际集团的所有金额将立即到期且应支付。本 SaaS 条款的下列规定将在本协议终止后继续有效：2.3（所有权）、2.4（人工智能应用）、3（数据）和 4（费用）。本产品具体条款的下列规定将在本协议终止后继续有效：5（数据使用）、8（d）（客户的客户关系管理系统提供商关系的终止）。

f) Upon the expiration of the Subscription Period, Client must destroy and remove from its internal systems any Program Materials in its possession, in any format, with no copy being retained by Client. Notwithstanding the foregoing, Participants may retain their Program Materials indefinitely for their own personal reference.

f) 在订阅期期满后，客户必须销毁其拥有的任何格式的项目材料，并从其内部系统中删除，客户不得保留任何副本。尽管有上述规定，但参与者可以无限期保留其项目材料，供个人参考。

## VII. KORN FERRY SELL (For Salesforce)

### 七、KORN FERRY SELL（针对 Salesforce）

If the COF includes Korn Ferry Sell, the following additional terms and conditions apply to such Service(s), in addition to the General Terms and Conditions and SaaS Terms:

如果 COF 包括 Korn Ferry Sell，则除通用条款和条件及 SaaS 条款外，以下附加条款和条件也适用于此类服务：

#### 1) Definitions:

##### 1) 定义:

a) “Administrator License” means a limited type of user license used by a Client’s CRM Administrator(s) or sales operations or business operations support that provides administrative permissions to the Korn Ferry Sell application to configure features, such as but not limited to: Business Rules, user permissions, custom Scorecards, custom dashboards. Administrator Licenses will not grant administrative permissions for Client’s CRM.

a) “管理员许可”系指由客户的客户关系管理系统管理员使用的一种有限类型的用户许可，或提供访问 Korn Ferry Sell 应用程序的管理权限以配置功能的销售运作或业务运作支持，包括但不限于：业务规则、用户权限、自定义记分卡和自定义仪表板等。管理员许可不授予客户的客户关系管理系统的管理权限。

b) “Client’s CRM” means the Korn Ferry Sell compatible customer relationship management system Client uses to host Korn Ferry Sell.

b) “客户关系管理系统”系指客户用于托管 Korn Ferry Sell 的 Korn Ferry Sell 兼容客户关系管理系统。

c) “Korn Ferry Sell” means Korn Ferry’s proprietary application that Participants may use via Client’s CRM.

c) “Korn Ferry Sell”系指参与者可通过客户的客户关系管理系统使用的光辉国际集团的专有应用程序。

d) “Participant” means an Employee for whom Client has purchased a User License.

d) “参与者”系指客户为之购买用户许可的员工。

e) “Programs” means Korn Ferry’s training programs and training services available as part of the Services, including all Program Materials.

e) “项目”系指光辉国际集团作为服务的一部分提供的培训项目和培训服务，包括所有项目材料。

f) “Program Materials” means participant materials, facilitator materials and other course materials, whether delivered in print or other tangible media or electronically, and all modifications thereto and derivatives thereof.

f) “项目材料”系指以印刷形式或其他有形媒介形式或电子形式交付的参与者材料、引导师材料和其他课程材料，无论是以印刷品、其他有形媒体还是电子形式呈现，以及对此类材料的所有修改和衍生。

g) “Service Package” means the service support applicable to the Services, which is described [here](#).

g) “服务包”系指适用于服务的服务支持, 详见[此处](#)。

h) “User License” means a license purchased by Client for one Employee to use the Services during the Subscription Period.

h) “用户许可”系指客户为员工购买的，供其在订阅期内使用服务的许可。

2) Korn Ferry Sell and Learning Library Description. Each Participant may access Korn Ferry Sell via Client’s CRM to input and review data for Client’s internal business purposes. Each Korn Ferry Sell User License includes Participants’ ability to access Programs related to Korn Ferry Sell via Korn Ferry’s Korn Ferry Learn platform (“[Learning Library](#)”). Client may reassign up to 5% of User Licenses purchased during the Initial Term (as defined below) from Employees who are no longer employed by Client or no longer have direct selling positions with Client, to their replacement Employee(s), provided that Client informs Korn Ferry in writing (email sufficient) of such reassignment(s). Access to the Korn Ferry Learning Library may not be shared or otherwise reassigned after a Participant has accessed the Learning Library, except as permitted in the previous sentence.

2) Korn Ferry Sell 和学习库描述。每位参与者均可通过客户关系管理系统访问 Korn Ferry Sell，以为了客户的内部业务之目的而输入和审查数据。每一 Korn Ferry Sell 用户许可还使参与者能够通过光辉国际集团的光辉国际学习平台（“[学习库](#)”）访问与 Korn Ferry Sell 有关的项目。客户可将初始期限（如下文所定义）内所购买的最多 5% 的用户许可从不再受雇于客户或不再担任客户直接销售职务的员工重新分配给其替代员工，前提条件是，客户须以书面形式（电子邮件就足够了）通知光辉国际集团此类重新分配事宜。参与者在访问光辉国际学习库后，即不可再分享或以其他方式重新分配其访问权限，但前一句中许可的情况除外。

3) Grant of License. Subject to Client’s timely payment of applicable fees, Korn Ferry grants to Client, and Client purchases from Korn Ferry, a limited, non-exclusive, non-transferable, non-assignable, renewable license to use Korn Ferry Sell during the Subscription Period and in accordance with this Agreement (the “[Korn Ferry Sell License](#)”). Use of Korn Ferry Sell is limited to the number of User Licenses purchased by Client. During the Subscription Period, Client may: (a) create printed and electronic materials derived from or incorporating the text of the Korn Ferry Materials (collectively, the “[Derivatives](#)”); (b) reproduce the Derivatives in paper and electronic form; (c) use and provide access to the Korn Ferry Materials and Derivatives for the number of Employees with User Licenses; and (d) use and display the Korn Ferry Materials and Derivatives for Client’s internal business purposes only. Unless Korn Ferry otherwise authorizes in writing, only Employees may access the Services or utilize the Korn Ferry Materials or Derivatives.

3) 授予许可。在客户及时支付适用的费用后，光辉国际集团即向客户授予、客户即向光辉国际集团购买有限的、非专有的、不可转让的、不可让与的、可续期的许可，以便客户在订阅期内按照本协议使用 Korn Ferry Sell（“[Korn Ferry Sell 许可](#)”）。Korn Ferry Sell 的使用受限于客户购买的用户许可数量。在订阅期内，客户可以：（a）创建源自或包含光辉国际集团材料文本的印刷和电子材料（统称“[衍生作品](#)”）；（b）以纸质形式和电子形式复制衍生作品；

(c) 使用并为拥有用户许可的员工提供获取光辉国际集团材料和衍生作品的机会；以及 (d) 仅出于客户的内部业务目的的使用和展示光辉国际集团材料和衍生作品。除非光辉国际集团另有书面授权，否则只有客户的员工可以访问服务或使用光辉国际集团材料或衍生作品。

a. Where Korn Ferry provides electronic versions of Program Materials to Client for printing, Korn Ferry grants to Client a non-exclusive, non-transferable license to print the Program Materials in the form provided during the Term. The license does not include the right to modify the Program Materials in whole or in part. Client must retain and keep visibly displayed all copyright and trademark attribution that appears on the Program Materials.

a. 如果光辉国际集团向客户提供项目材料的数字版本供其打印，则光辉国际集团授予客户期限内所提供的打印材料非专有的、不可转让的许可，以便客户在期限内以提供的形式打印项目材料。许可不包括全部或部分修改项目材料的权利。客户必须保留并确保项目材料上出现的所有版权和商标归属清晰可见。

b. Licenses to SPIN® related Programs, Buyer Focused Prospecting, Buyer Focused Opportunity Strategy, or Buyer Aligned Negotiations, are not valid in Europe or South Africa without Korn Ferry's prior written authorization.

b. 未经光辉国际集团事先书面授权，SPIN®相关项目、《聚焦买方开发》、《聚焦买方机会战略》或《买方结盟谈判》的许可在欧洲和南非均无效。

4) Data Security and Service Level Commitment. Notwithstanding anything to the contrary in the SaaS Terms, the Data Security Provisions (Appendix A to SaaS Terms) and Service Level Commitment (Appendix B to SaaS Terms) do not apply to Korn Ferry Sell application as hosted on Client's CRM. Data security and service level (e.g. uptime) commitments, will be governed by Client's agreement with Client's CRM provider. The Service Level Commitment (Appendix B to SaaS Terms) applies to the following Korn Ferry Sell components that operate in Korn Ferry's Intelligence Cloud environment: (i) PDF Generator; (2) administrator's ability to update a rule; (3) updates of rule result; and (4) opportunity metric updates.

4) 数据安全和水平承诺。即使 SaaS 条款中有任何相反规定，数据安全规定（SaaS 条款附件 A）和服务水平承诺（SaaS 条款附件 B）也不适用于在客户的客户关系管理系统中托管的 Korn Ferry Sell 应用程序。数据安全和水平（如正常运行时间）承诺将受客户与客户关系管理系统提供商所签订协议的管辖。服务水平承诺（SaaS 条款附件 B）适用于在光辉国际集团智能云环境中运行的下列 Korn Ferry Sell 组件：（1）PDF 生成器；（2）管理员更新规则的能力；（3）规则更新结果；及（4）机会指标更新。

5) Data Usage. Client Data includes information or data that Client inputs or uploads into the Hosted Service during the Subscription Period (the "Client Data"). Submission of Client Data may be required to use features of the items licensed under this Agreement.

5) 数据使用。客户数据包括客户在订阅期内输入或上传至托管服务的信息或数据（“客户数据”）。使用本协议许可的项目功能可能需要提交客户数据。

a) Client represents and warrants that: (i) it owns Client Data; (ii) it has the right to provide Client Data to Korn Ferry as contemplated under this Agreement; (iii) Client's provision of Client Data will not violate any third party's rights; (iv) Client Data does not contain any unlawful content; and (v) Client Data does not include any sensitive personal information unless Client has the right to provide such information.

a) 客户陈述并保证：（i）其拥有客户数据；（ii）其有权按本协议的规定向光辉国际集团提供客户数据；（iii）客户提供客户数据不得违反任何第三方权利；（iv）客户数据不包含任何非法内容；及（v）客户数据不包含任何敏感个人信息，除非客户有权提供此类信息。

b) Korn Ferry may collect metrics and usage data arising out of Client's use of the Hosted Service (e.g. login/logout times, downloads, crash data, length of access and usage, etc.) ("Usage Data"), which may be used to provide additional services and reporting to Client.

b) 光辉国际集团可收集客户使用托管服务产生的指标和使用数据（例如登录/注销时间、下载量、崩溃数据、访问和使用时长等）（“使用数据”），这些使用数据可用于向客户提供额外服务和报告。

c) Korn Ferry will only use Client Data or Usage Data that is not aggregated and/or de-identified to provide Services to Client.

c) 光辉国际集团将仅使用未经汇总和/或去识别的客户数据或使用数据向客户提供服务。

d) Client Data and Usage Data that is de-identified or aggregated (collectively "Korn Ferry Data") may be used for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, enhance and provide Korn Ferry's products and services. Korn Ferry will not use the Korn Ferry Data in a way that identifies Client, Client's customers, or an individual as the source of any Korn Ferry Data. Korn Ferry Data does not constitute Client's Confidential Information and Korn Ferry may use, reproduce, distribute, and prepare derivative works from the Korn Ferry Data and may provide the Korn Ferry Data to third parties.

d) 去识别化或经汇总的客户数据和使用数据（统称为“光辉国际集团数据”）可用于研发、基准测试、统计和分析，以及用于开发、改进、提升和提供光辉国际集团的产品和服务。光辉国际集团在使用光辉国际集团数据时，不得将客户、客户的客户、或个人标识为任何光辉国际集团数据的来源。光辉国际集团数据不构成客户的保密信息，并且光辉国际集团可使用、复制和分发光辉国际集团数据，以及根据光辉国际集团数据编制衍生作品，并可向第三方提供光辉国际集团数据。

e) Korn Ferry's use of Client Data and Usage Data as described herein is not prohibited by any confidentiality provisions of this Agreement or any non-disclosure or other agreement between the Parties.

e) 本协议及双方之间的任何不披露协议或其他协议的任何保密规定均不禁止光辉国际集团使用本协议中所述的客户数据和使用数据。

f) Personal Data. Participants may access other Hosted Services as part of their User License, including access to eLearning Programs or, as selected by Client, other features available as part of the Services. Access to such Programs will require sharing of certain Personal Data with Korn Ferry's third party Learning Management System ("LMS") provider(s). Other features may require sharing Personal Data with other third-party providers, as agreed by the Parties. Such Personal Data may include username, email address, first and last name. Personal Data will be processed and protected in accordance with the Appendix A to SaaS Terms (Data Security Provisions), and the DPE, attached as Exhibit A to the General Terms and Conditions.

f) 个人数据。作为其用户许可的一部分，参与者可访问其他托管服务，包括访问电子学习项目或客户选择的作为服务一部分的其他功能。访问此类项目需要与光辉国际集团的第三方学习

管理系统（“LMS”）提供商分享某些个人数据。经双方同意，其他功能可能需要与其他第三方提供商共享个人数据。此类个人数据可能包括用户名、电子邮件地址及姓名。个人数据将按照 SaaS 条款附件 A（数据安全规定）及作为附录 A 附于通用条款和条件的 DPE 得到处理和保护。

g) Data Reporting from Client. Korn Ferry may request that Client run and provide Korn Ferry reports from Korn Ferry Sell in order to provide certain services to Client. Such reports may include opportunity owner name and statistical data such as usage, success rates, opportunity status information including updates and position, successful actions, aggregated win/loss percentages, position analysis and other data. This information may be used by Korn Ferry to assist Client with adoption, reinforcement, analyzing ROI, tracking progress and change management, or in periodic review meetings as agreed by the Parties. Client's decision to not provide requested reports to Korn Ferry may hinder Korn Ferry's ability to provide certain consulting services and assistance with Korn Ferry Sell.

g) 来自客户的数据报告。光辉国际集团可要求客户运行 Korn Ferry Sell 并提供相关报告，以便向客户提供某些服务。此类报告可包含机会所有者的姓名和统计数据（比如使用数据、成功率）、机会状态信息（包括更新和位置）、成功行动、累计胜/败百分比、位置分析及其他数据。光辉国际集团可将此类信息用于协助客户采用、加强、分析 ROI，跟踪进度和变更管理，或用于双方约定的定期评审会议中。客户决定不向光辉国际集团提供所要求的报告，可能会妨碍光辉国际集团提供有关 Korn Ferry Sell 方面的某些咨询服务和协助。

h) Data from CRM Provider. Korn Ferry may access data made available by Client's CRM provider regarding usage including access, frequency of use, trends, feature adoption and similar data. Korn Ferry may use such data to provide the Services and for product development and improvement.

h) 来自客户关系管理系统提供商的数据。光辉国际集团可访问客户的客户关系管理系统提供商就使用情况提供的数据，包括访问情况、使用频率、趋势、功能采用及类似的数据。光辉国际集团可将此类数据用于提供服务及产品开发和改进。

i) Client Content Backup. Client is responsible for maintaining, backing up, retaining and exporting Client Content retained in Korn Ferry Sell, in accordance with the terms and resources available in Client's CRM.

i) 客户内容备份。客户负责按照客户的客户关系管理系统中的可用条款和资源，对保留在 Korn Ferry Sell 中的客户内容进行维护、备份、保留和输出。

j) For Salesforce (“SFDC”) users, the following applies:

j) 对于 Salesforce (“SFDC”) 用户，下列规定将适用：

- SFDC has no obligation to retain any Client Content that is stored in custom fields made available to Client as part of the Korn Ferry Sell application (“Custom Fields”) following the termination of the Korn Ferry Sell License. Client may request a copy of its Client Content prior to such termination, in which case SFDC will make the Client Content available to Client in accordance with the Documentation for the applicable SFDC Service.

- Korn Ferry Sell 许可一经终止，SFDC 即没有义务保留存储在作为 Korn Ferry Sell 的一部分提供给客户的自定义字段（“自定义字段”）中的任何客户内容。客户可于上述终止前要求提供其客户内容的复制件，在这种情况下，SFDC 将按照适用 SFDC 服务文档向客户提供客户内容。

6) **Service and Support.** Client must contact Korn Ferry for technical support for Korn Ferry Sell prior to contacting Client's CRM provider.

6) **服务和支持。** 在联系客户的客户关系管理系统提供商之前，客户必须先联系光辉国际集团以获得 Korn Ferry Sell 的技术支持。

a) Korn Ferry support is available to Client's CRM administrator through the Korn Ferry Digital Global Support Team 24x7 except Korn Ferry Holidays. Client's CRM administrator(s) will be responsible for providing direct support to Client Participants.

a) 光辉国际集团可通过光辉国际集团数字全球支持团队，一周 7 天，一天 24 小时全天候（光辉国际集团节假日除外）向客户的客户关系管理系统管理员提供支持。客户的客户关系管理系统管理员将负责向客户参与者提供直接支持。

b) Issues should be reported by the Client's CRM administrator to the Global Support Team via email. The Global Support Team will respond to inquiries for support within one (1) business day. The Global Support Team will have access to Korn Ferry Sell Subject Matter Experts within global support and the Korn Ferry software development team should issues require escalation for additional troubleshooting and resolution. All support services will be provided in English. Korn Ferry will provide the Global Support contact email to Client upon engagement launch.

b) 客户的客户关系管理系统管理员应通过电子邮件向全球支持团队报告问题。全球支持团队将在一（1）个工作日内作出回复。如果有问题需要升级，以进行额外的故障排除和解决，全球支持团队将在全球支持范围内联系 Korn Ferry Sell 方面的主题专家和光辉国际集团软件开发团队。所有支持服务都将用英文提供。一旦发起委托，光辉国际集团即向客户提供全球支持团队的电子邮件联系方式。

c) Such support may be limited to the current version of Korn Ferry Sell and up to 3 prior versions. Client may be required to install the latest version of the Korn Ferry Sell application where the resolution of the issue or problem requires an update to Korn Ferry Sell. Korn Ferry may require access to Client's CRM or the application to provide application level support. If Client declines to give such access, Korn Ferry's ability to provide application level support may be limited.

c) 此类支持可能仅限于当前版本的 Korn Ferry Sell 和最多 3 个先前的版本。如果问题的解决需要更新 Korn Ferry Sell，客户可能需要安装最新版本的 Korn Ferry Sell 应用程序。光辉国际集团可要求访问客户的客户关系管理系统应用程序，以便提供应用程序层面上的支持。如果客户拒绝提供此类访问的权限，则光辉国际集团提供应用程序层面上支持的能力可能会受到限制。

7) **Client Obligations.** Client represents and warrants that it has an active agreement with Client's CRM provider that includes all rights necessary to use Client's CRM, and that entering into this Agreement will not breach any agreement to which Client is a party. Client will provide all information necessary for Korn Ferry to provide the Services, which may include but is not limited to Org ID or other account information for Client's CRM.

7) 客户义务。客户陈述并保证，其与客户的客户关系管理系统提供商之间签订有一份积极的协议，该协议包含使用客户的客户关系管理系统的所有必要权利，以及本协议的签订不得违反客户作为当事人一方签订的任何协议。客户将提供光辉国际集团提供服务所需的所有必要信息，可能包括但不限于客户的客户关系管理系统的组织 ID (Org ID)或其他账户信息。

8) Term and Termination. This Section 8 of these Product Specific Terms apply to Korn Ferry Sell in lieu of Section 6 (Term and Termination) of the SaaS Terms.

8) 期限和终止。本产品具体条款第 8 条代替 SaaS 条款第 6 条（期限和终止）适用于 Korn Ferry Sell。

a) Notwithstanding anything to the contrary in the Agreement, the Korn Ferry Sell subscription may not be terminated for convenience. The initial subscription period begins on the Start Date and continues for three (3) years (unless a different End Date is set forth on the COF) (the “**Initial Term**”). Thereafter, subscriptions will automatically renew for additional three (3) year terms (each a “**Renewal Term**”) at Korn Ferry’s then-current rates unless either party provides notice of termination at least sixty (60) days prior to the expiration of the then-current term (the Initial Term and any Renewal Terms are collectively the “**Subscription Period**”). Client’s termination notice must include written verification, executed by a corporate officer, that all Korn Ferry Materials and Derivatives: (i) are no longer being used by Client; and (ii) have been destroyed in accordance with the Agreement. Client is responsible for all Fees due until the effective date of termination.

a) 即使本协议中有任何相反规定，亦不得为便利而终止 Korn Ferry Sell 的订阅。除非 COF 中有不同的结束日期，否则初始订阅期自开始日期起持续三（3）年（“**初始期限**”）。此后，订阅将按光辉国际集团当时的费率自动续期三（3）年（每个期限称为“**续期期限**”），除非任何一方在当时期限期满前至少六十（60）天发出终止通知（初始期限和任何续期期限统称“**订阅期**”）。客户的终止通知必须包括经由公司管理人员签署的书面证明，证明所有光辉国际集团材料和衍生作品：（i）不再被客户使用；（ii）已按照本协议销毁。客户须承担终止生效日期前所有应付的费用。

b) Additional User Licenses. Client may request additional User Licenses during the Subscription Period in writing (email or change order) only at 6-month intervals beginning 6 months after the Effective Date, and a minimum of 10 additional User Licenses must be purchased at a time. Following Korn Ferry’s written confirmation (email confirmation for email orders, or countersigned change order) of the request, Korn Ferry will invoice Client the applicable Fee. Additional User Licenses will be invoiced in an amount pro-rated for the remainder of the current Term. Additional User Licenses will be activated upon Client’s placing an order, and access will be granted for the remainder of the then current Term and will renew concurrently with the other User Licenses.

b) 额外的用户许可。客户可在订阅期内以书面形式（通过电子邮件或更改订单）申请购买额外的用户许可，自生效日期后 6 个月起，每 6 个月申请一次，且每次必须购买至少 10 项额外的用户许可。继光辉国际集团书面确认（电子邮件订单通过电子邮件确认，更改订单则通过会签进行确认）申请后，光辉国际集团向客户开具适用费用的发票。额外的用户许可可就当时期限剩余时间按相应比例的金额开具发票。客户一经下单，额外的用户许可即被激活，授予在当时期限剩余时间内访问的权限，并与其他用户许可同时续期。

c) Except as set forth in Section 8(d) (Termination of CRM Provider Relationship) below or if Client terminates due to Korn Ferry’s uncured material breach of the Agreement, fees are non-

contingent, non-transferable, and non-refundable. Client will not be entitled to receive any refund or credit for Services not utilized during the Subscription Period.

c) 除非下文第 8 (d) 条 (客户关系管理系统提供商关系的终止) 中另有规定, 或如果客户因光辉国际集团出现重大违约行为且该违约行为未得到纠正而终止本协议, 否则费用非或有、不可转让、不可退还。对于未在订阅期内使用的服务, 客户将无权获得任何退款或抵免。

**d) Termination of CRM Provider Relationship.**

d) 客户关系管理系统提供商关系的终止。

i) If Client's access to Client's CRM is suspended by the Client's CRM provider for any reason, the Korn Ferry Sell License and right to access Korn Ferry Sell will be suspended immediately for the same duration. If Client's agreement with Client's CRM provider terminates or expires for any reason, the Korn Ferry Sell License will terminate simultaneously with termination of Client's right to use Client's CRM. Suspension or termination of Client's CRM agreement will not create any liability of Korn Ferry or Client's CRM provider for any refund or damages.

i) 如因任何原因导致客户关系管理系统提供商暂停客户对客户关系管理系统的访问, 则 Korn Ferry Sell 许可和访问 Korn Ferry Sell 的权利也将于同一时期暂停。如因任何原因导致客户与客户的客户关系管理系统提供商之间的协议终止或期满, 则 Korn Ferry Sell 许可将随着客户使用客户的客户关系管理系统的权利的终止而终止。客户客户关系管理系统协议的暂停或终止将不会使光辉国际集团或客户的客户关系管理系统提供商对任何退款或损害赔偿承担任何责任。

ii) If Client's CRM provider terminates its agreement with Korn Ferry (if applicable), or otherwise no longer permits the use of Korn Ferry Sell on its platform, Korn Ferry may terminate the Korn Ferry Sell License upon 15 days written notice.

ii) 如果客户的客户关系管理系统提供商终止其与光辉国际集团的协议 (若适用), 或以其他方式不再允许在其平台上使用 Korn Ferry Sell, 则光辉国际集团可在提前十五 (15) 天发出书面通知后, 终止 Korn Ferry Sell 许可。

iii) If Korn Ferry and Client's CRM provider mutually agree to discontinue Korn Ferry Sell via the Client's CRM, Korn Ferry may terminate the Korn Ferry Sell License upon 60 days written notice.

iii) 如果光辉国际集团和客户的客户关系管理系统提供商一致同意停止通过客户的客户关系管理系统使用 Korn Ferry Sell, 则光辉国际集团可在提前 60 天发出书面通知后, 终止 Korn Ferry Sell 许可。

iv) If the Korn Ferry Sell License is terminated under Section 8(d)(i), Client will not be entitled to receive any credit or refund of prepaid Fees for the remaining, unused portion of the Subscription Period.

iv) 如果 Korn Ferry Sell 许可根据第 8(d)(i) 条终止, 则对于订阅期内未使用的剩余部分, 客户将无权获得针对预付费用的任何抵免或退款。

v) If the Korn Ferry Sell License is terminated under Section 8(d)(ii) or 8(d)(iii), Korn Ferry will, as Client's sole and exclusive remedy, provide a pro-rated refund for the unused portion of the Subscription Period.

iv) 如果 Korn Ferry Sell 许可根据第 8(d)(ii)或 8(d)(iii)条终止，则对于订阅期内未使用的部分，光辉国际集团将按比例提供退款，以此作为对客户的唯一和专有性补救。

e) Effects of Termination. Upon the termination or expiration of the Korn Ferry Sell License or the Agreement as a whole, for any reason: (i) Client and Participants may not access the Korn Ferry Sell Service or related Hosted Service; and (ii) all amounts owed to Korn Ferry under the Agreement will become immediately due and payable. The following provisions of the SaaS Terms will survive any termination of the Agreement: 2.3 (Proprietary Rights), 2.4 (AI Applications), 3 (Data), 4 (Fees). The following provisions of these Product Specific Terms will survive any termination of the Agreement: 5 (Data Usage), 8(d) (Termination of Client's CRM Provider Relationship).

e) 终止的效力。Korn Ferry Sell 许可或本协议作为一个整体终止或期满后：（i）客户和参与者不得访问 Korn Ferry Sell 服务或相关托管服务；（ii）本协议项下欠光辉国际集团的所有金额将立即到期且应支付。本 SaaS 条款的下列规定将在本协议终止后继续有效：2.3（所有权）、2.4（人工智能应用）、3（数据）和 4（费用）。本产品具体条款的下列规定将在本协议终止后继续有效：5（数据使用）、8（d）（客户的客户关系管理系统提供商关系的终止）。

f) Upon the expiration of the Subscription Period, Client must destroy and remove from its internal systems any Program Materials in its possession, in any format, with no copy being retained by Client. Notwithstanding the foregoing, Participants may retain their Program Materials indefinitely for their own personal reference.

f) 在订阅期期满后，客户必须销毁其拥有的任何格式的项目材料，并从其内部系统中删除，客户不得保留任何副本。尽管有上述规定，但参与者可以无限期保留其项目材料，供个人参考。