

RESET认证测试框架协议

RESET Certification Testing Framework Agreement

Contract Number: PS-----

合同号: PS-----

**甲方：**

**地址：**

**乙方：**循绿生态科技（上海）有限公司（以下称乙方）

**Party B:** GIGABASE Environmental Consulting (Shanghai) Co., Ltd.

**地址：**中国上海长宁区利西路102号1楼B

**Address:** 1F-B, 102 Lixi Lu, Changning District, Shanghai

甲方希望成为 RESET Air 认可的数据提供商，乙方为认证服务公司，经双方友好协商，达成协议条款如下：

whereby Party A wishes to become a RESET Air Accredited Data Provider. Both parties reach the agree to the following:

1. **定义  
   Definitions**  
   本协议中使用的以下术语应具有以下含义：  
   As used in this Agreement, the terms below shall have the following meanings:  
   * 1. “数据提供商平台”是指甲方的软件系统，包括但不限于可安装的应用程序、能够与RESET API交互的web应用程序和应用程序编程接口（API），以及甲方拥有的任何其他软件系统、应用程序和网站。。  
        “*Data Provider Platform*” means Party A’s software system, including, but not limited to, installable applications, web applications, and Application Programming Interfaces (API) that is capable of interacting with the RESET API, and any other software system, applications and websites owned by Party A.
     2. “RESET 评估云”是指由乙方开发并由客户使用的在线工具，用于根据RESET标准评估项目绩效，以进行基准测试和/或认证。 *“RESET Assessment Cloud”* means an online tool developed by Party B and used by clients to evaluate the performance of projects against the RESET Standard for benchmarking and/or certification purposes.
     3. “RESET Air Accredited Data Provider”（以下简称“RESET Air ADP”）是指获得乙方认可的数据提供商平台，代表寻求RESET空气认证的项目向RESET评估云提交从空气质量监测器收集的数据，和/或根据RESET标准对项目绩效进行基准测试。 *“RESET Air Accredited Data Provider”* (Hereinafter “RESET Air ADP”) means a data provider accredited by Party B for submitting data collected from air quality monitors to the RESET Assessment Cloud on behalf of projects pursuing RESET Air Certification and/or benchmarking project performance against the RESET Standard.
     4. “RESET API”是指一项功能，允许 RESET Air将其空气质量数据集成并自动集成到 RESET 评估云中。  
        “*RESET API*” means a function that allows for RESET Air ADP to integrate and automate such integration of their air quality data into the RESET Assessment Cloud.
     5. “客户”指使用甲乙双方提供的不同且免费服务的公司或个人。具体而言，客户是数据提供商平台的用户，已同意甲方的指导使用数据提供商平台的条款和条件。客户同时是 RESET 评估云的用户，并同意乙方的指导使用 RESET 评估云的条款和条件。甲方和乙方认可通过 RESET API 传输到 RESET 评估云的数据属于客户。 *“Client”* means a company or individual using different and complimentary services from both Parties. Specifically, a Client is a user of the Data Provider Platform, having agreed to Party A’s Terms & Conditions guiding the use of the Data Provider Platform. A Client is simultaneously a user of the RESET Assessment Cloud, having agreed to Party B’s Terms & Conditions guiding the use of RESET Assessment Cloud. Both Party A and Party B recognize that the data being transferred to the RESET Assessment Cloud via the RESET API belongs to the Client.
2. **要求  
   Requirements**
   1. **API 连接  
      API Connection**  
      要成为 RESET Air ADP，甲方必须使用 RESET API 成功地将数据提供商平台连接到目前托管在 https://cloud.reset.build/ 上的 RESET 评估云。使用 RESET API 并将数据提供商平台连接到 RESET 评估云的权利仅限于甲方，是全球性的、非排他性的、不可转让的，并且不能授权给其他方。甲方可以更改托管数据提供商平台的 URL，但必须在这样做之前通知乙方。  
      To become a RESET Air ADP, Party A must successfully connect its Data Provider Platform to the RESET Assessment Cloud, currently hosted on https://[cloud.reset.build](http://www.reset.build)/, using the RESET API. The right to use the RESET API and connect its Data Provider Platform to the RESET Assessment Cloud is limited to Party A and is worldwide, non-exclusive, non-transferable right that cannot be licensed to other parties. Party A may change the URL at which its Data Provider Platform is hosted, but must notify Party B prior to doing so.  
        
      如果在收到乙方通知后三（3）个月内未重新建立连接，则从RESET API断开数据提供商平台将导致RESET AIR ADP称号丢失。在乙方故障时断开数据提供商平台与RESET API的连接不会导致RESET AIR ADP称号的丢失。  
      Disconnection of the Data Provider Platform from the RESET API will result in the loss of the RESET Air ADP designation, should the disconnection not be re-established within three (3) months of being notified of the disconnection by Party B. Disconnection of the Data Provider Platform from the RESET API at the fault of Party B will not result in the loss of the RESET Air ADP designation.  
        
      乙方保留自行决定更新 RESET API 的权利。甲方将在部署更新前一 (1) 个月收到此类更新的通知。在部署更新后的十八 (18) 个月内不会弃用以前版本的 RESET API，以确保通过数据提供商平台的客户功能不会中断。  
      Party B reserves the right to update the RESET API at its discretion. Party A will be notified of such updates one (1) month prior to the deployment of the update. Previous versions of the RESET API will not be deprecated for a period of eighteen (18) months following the deployment of the update to ensure no interruption in customer functionality through the Data Provider Platform.
   2. **数据有效性  
      Data Validity**  
      通过 RESET API 提交的数据必须符合以下数据提交协议：数据提供商平台将至少每天一次提交与相关 RESET 项目有关的室内空气质量数据，解析为 30 分钟的平均值，其中30分钟平均数据在 30 分钟标记上进行平均（例如，1:00 和 1:30 之间的所有数据平均为 1:30 的数据）。  
      Data submitted via the RESET API must be according to the following Data Submission Protocol:The Data Provider Platform will submit indoor air quality data pertaining to the related RESET Project(s) at the very least, once a day, parsed into 30 minute averages where the 30 minute averaged data are averaged on the 30 minute mark (e.g. all data between 1:00 and 1:30 are averaged as 1:30’s data).  
        
      甲方必须通过执行本协议来证明，据甲方所知，提交给 RESET 评估云的数据是真实的，并且没有以任何方式被恶意更改和/或伪造以歪曲项目的空气质量。  
      You must certify, by executing this agreement, that to the best of your knowledge, the data being submitted to the RESET Assessment Cloud is true and has not been maliciously altered and/or falsified in any way to misrepresent the air quality of a project.   
        
      根据需要但每年不超过两次，乙方保留随机审核数据提供商平台中数据可能被伪造的部分的权利。发现甲方故意伪造通过 RESET API 提交的数据将导致立即失去 RESET Air ADP 称号。  
      On a need be basis, but no more than twice a year, Party B reserves the right to randomly audit data from the Data Provider Platform wherein data could be falsified.  
        
      Discovery that Party A has intentionally falsified data submitted via the RESET API will result in the immediate loss of the RESET Air ADP designation.
   3. **数据可访问性  
      Data Accessibility**  
      数据提供商平台必须向乙方演示一种让用户通过屏幕截图查看数据的方式。  
      The Data Provider Platform must demonstrate to Party B a way for users to view the data via screenshots.

1. **结算及付款  
   Settlement and Payment**
   1. **费用  
      Fees**  
        
      合同价款：人民币15,810元含税，包含RESET数据提供商初始费用和首年年费。  
      Payment: CNY 15,810 tax included. This includes the first year’s annual fees.  
        
      甲方应在签订合同后 30 天内支付 100% 的货款以获取 API 凭证。  
      Party A shall pay 100% of the Payment within 30 days of signing the contract to get access to API credentials.
   2. **发票  
      Fapiao**乙方将在收到每笔款项前向甲方开具相应金额的增值税普通发票。Party B will issue the corresponding amount of value-added tax invoices to Party A within before receiving each payment.
2. **期限  
   Term**  
   本协议的期限从 2022 年第 X 月（“生效日期”）开始，到 2023 年第 X 月结束，并自动续订连续一 (1) 年的期限（即与本协议中规定的条款相同），除非任何一方在期限结束前至少九十 (90) 天通知另一方不希望续订，或者除非根据本协议提前终止（“期限”）。  
   The Term of this Agreement begins on Month X, 2022(“Effective Date”), ends on Month X, 2023, and renews automatically for successive one (1) year terms (i.e. on the same terms as set out in this Agreement), unless either party notifies the other that it does not wish to renew at least ninety (90) days in advance of the end of the Term or unless sooner terminated in accordance with this Agreement (the “Term”).
3. **支持和验证  
   Support and Validation**可在 https://doc.reset.build/providers/v2 找到 RESET API 的支持文档。在本协议期限内并出于商业原因，RESET 将回答甲方有关 API 使用和实施的问题。Support documentation for the RESET API can be found at https://doc.reset.build/providers/v2. During the term of this Agreement and within commercial reason, Party B will be available to answer Party A’s questions regarding the use and implementation of the API.  
     
   双方应为沟通和支持活动确定单一联络点。乙方将及时为甲方提供必要的验证支持。乙方将尽最大努力确保 RESET API的连接性和可用性，以支持数据提供商平台。  
   Both Parties shall identify a single point of contact for communication and support activities. Party B will assist Party A with necessary validation support in a timely manner. Party B will make utmost commercial efforts to ensure connectivity and availability to RESET API to support the Data Provider Platform.
4. **RESET 条款或要求的更改  
   Changes to RESET Terms or Requirements**  
   乙方可以随时更改 RESET Air ADP 的要求，前提是：  
   Party B may change the requirements of the RESET Air ADP at any time, provided:  
   * 1. 乙方已向甲方提供此类更改至少 12 个月的书面通知。  
        Party B has provided Party A with at least 12 months’ written notice of such changes.
5. **知识产权所有权  
   Intellectual Property Ownership**  
   本协议中的任何内容均不向一方转让或转让另一方的任何知识产权。  
   Nothing in this Agreement transfers or assigns to one Party any of the other Party’s Intellectual Property Rights.
6. **商标的使用  
   Use of Trademark(s)**RESET（“标志”）和 RESET 徽标（“徽标”）是 乙方拥有的商标（“商标”）。RESET (the “Mark”) and the RESET logo (the “Logo”) are trademarks (the “Trademarks”) owned by Party B.   
     
   在本协议有效期内，乙方授予甲方使用与RESET Air ADP指定相关的商标的权利，用于甲方网站上的营销或促销目的，以及与现有或潜在客户的其他公共或私人通信。  
   During the term of this Agreement, Party B grants Party A the right to use the Trademarks in association with the RESET Air ADP designation, for marketing or promotional purposes on Party A’s corporate website(s) and in other public or private communications with your existing or potential clients.   
     
   甲方授予乙方在乙方网站和其他公共场合使用甲方的公司名称和徽标与RESET Air ADP名称相关联的权利。  
   Party A grants Party B the right to use Party A’s company name and logo in association with the RESET Air ADP designation on Party B’s corporate website(s) and in other public or private communications with our existing or potential clients.
7. **保修与赔偿  
   Warranty & Indemnity**
   1. **保证  
      Warranties**  
      乙方和甲方应确保履行其在本协议项下的义务不会与他们可能承担的任何现有承诺或义务发生冲突或干扰。此外;  
      Party B and Party A the Company shall ensure that the performance of their obligations under this Agreement does not conflict or interfere with any existing commitment or obligations they may have.Additionally;  
        
      甲方声明并保证：  
      Party A represent and warrant that:  
      1. 在未有效否认的范围内，甲方必须对数据提供商平台保证承担全部责任，无论是法律明示的还是暗示的。  
         Party A must be solely responsible for any of the Data Provider Platform’s warranties, whether express or implied by law, to the extent not effectively disclaimed.
      2. 甲方已获得客户的许可，可通过 RESET API 将其相关数据传输到 RESET 评估云。  
         Party A have permission from the Client to transfer their relevant data to the RESET Assessment Cloud via the RESET API.

乙方声明并保证：  
Party B represents and warrants that:

* + 1. RESET API和RESET评估云是原创作品，不会侵犯任何专利、版权、商标、设计、知识产权或专有权，或机密信息或商业秘密，也不会因此对乙方提出任何索赔；  
       The RESET API and RESET Assessment Cloud is an original work and does not and will not infringe any patent, copyright, trademark, design, intellectual property or proprietary right, or confidential information or trade secret whatsoever and there are no claims against Party B in respect thereof;

乙方已获得任何和所有第三方许可和同意（包括将其再许可给甲方的权利），以使甲方能够永久免费使用 RESET 软件、RESET API 和所有商标符合本协议的条款；  
Party B has obtained any and all third-party licenses and consents (including the right to sublicense the same to Party A) necessary to enable Party A to use the RESET Assessment Cloud, the RESET API, and all Trademarks royalty-free, perpetually in accordance with the terms of this Agreement;

* 1. **赔偿  
     Indemnities**  
     如果任何一方违反第9条规定的任何保证，违约方应赔偿另一方（“无辜方”），并使无辜方免受所有责任、损失、损害，向无辜方支付或招致或支付的成本和费用（包括赔偿基础上的法律费用）（包括无辜方因违约方违反保证而对其任何客户承担的任何责任）。  
     In the event of any breach by either Party of any of the warranties as set out in this Clause 9, the breaching Party shall indemnify the other Party (the “Innocent Party”) and hold the Innocent Party harmless against all liability, loss, damages, costs and expenses (including legal expenses on an indemnity basis) awarded against or incurred or paid by the Innocent Party (including any liability incurred by the Innocent Party to any of its Clients in connection with the breaching Party’s breach of warranty).
  2. **索赔  
     Claims**  
     除本协议中的规定外，甲方和使用数据提供商平台的客户承认，除与 RESET 评估云或 RESET API相关的索赔外，甲方（而非 乙方）有责任解决最终用户或任何第三方关于数据提供商平台或甲方的最终用户拥有的任何索赔 和/或使用数据提供商平台，包括但不限于：(i) 产品责任索赔； (ii) 任何声称您的申请不符合任何适用的法律或监管要求的主张； (iii) 根据消费者保护或类似法律提出的索赔。  
     As set out in this Agreement,Party A and the Clients using the Data Provider Platform acknowledge that Party A, not Party B, are responsible for addressing any claims, excluding claims related to the RESET Assessment Cloud or the RESET API, of the Data Provider Platform user or any third party relating to the Data Provider Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Data Provider Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

1. **撤销**

**Revocation**  
乙方应撤销和/或断开甲方的访问权限，因此只有在向甲方发出书面通知后才能确定失败或违规行为，并且甲方未能在收到通知后九十 (90) 个日历日内纠正失败或违规行为。   
Party B shall revoke and/or disconnect Party A’s access only upon giving Party A written notice to identify the failure or violation and Party A fails to correct the failure or violation within ninety (90) calendar days after the receipt of the notice.

甲方理解并同意乙方可以断开和/或撤销数据提供商平台对 RESET API的访问。如果出现以下情况，乙方可能会这样做：  
Party A understand and agree that Party B may disconnect and/or revoke access of the Data Provider Platform to the RESET API. Party B may do this if:

* + 1. 甲方的任何访问凭证已被泄露或乙方有理由相信其中任何一个已被泄露；  
       Any of Party A’s access credentials have been compromised or Party B has reason to believe that either has been compromised;
    2. 乙方有理由相信数据提供商平台损坏、破坏、降级、破坏或以其他方式对其运行的系统或应用程序访问或使用的任何其他软件、固件、硬件、数据、系统或网络造成不利影响，或违反、盗用或侵犯第三方或乙方的权利；  
       Party B has reason to believe that the Data Provider Platform damages, corrupts, degrades, destroys, or otherwise adversely affects the system it operates on, or any other software, firmware, hardware, data, systems, or networks accessed or used by the Application, or violates, misappropriates, or infringes the rights of a third party or of Party B;
    3. 甲方违反本协议的任何条款或条件导致乙方无法实现合同目的；  
       Party A breach any term or condition of this Agreement;
    4. 甲方的申请或本协议向乙方提供的任何信息、文件、陈述、保证或证明是虚假、不真实或不准确的；   
       Any information, documents, representation, warranty or certification provided by Party A to Party B for the purpose of the Data Provider Platform or this Agreement is false, untrue or inaccurate;

1. **机密性  
   Confidentiality**
   1. **被视为机密的信息  
      Information Deemed Confidential**  
      为本协议之目的：  
      For the purposes of this Agreement:   
        
      乙方同意甲方通过RESET API提供给乙方的任何数据，以及与客户个人数据相关的任何数据（包括但不限于姓名、地址、位置、联系方式、项目绩效数据）应被视为“机密信息”。  
      Party B agrees that any data provided by Party A to Party B via the RESET API, and any data in relation to the Clients’ personal data (including but not limited to name, address, location, contact details, project performance data), shall be deemed as “Confidential Information”.  
        
      尽管有上述规定，乙方和甲方机密信息不包括：  
      Notwithstanding the foregoing, Party B and Party A Confidential Information will not include:   
      1. 在任何一方没有过错或违反的情况下，公众可以普遍合法地获得的信息，  
         Information that is generally and legitimately available to the public through no fault or breach of either Party,
      2. 披露方通常向公众提供的信息，  
         Information that is generally made available to the public by the disclosing Party,
      3. 客户通常提供的客户信息，  
         Client information generally made available by the Client,
      4. 任何一方独立开发的信息，未使用另一方的任何机密信息，  
         Information that is independently developed by either Party without the use of any of the other Party’s Confidential Information,
      5. 从有权无限制地转让或披露给任何一方的第三方合法获得的信息，或  
         Information that was rightfully obtained from a third party who had the right to transfer or disclose it to either Party without limitation, or
      6. 法院命令或适用的公共记录法要求披露的信息。  
         Information that was required to be disclosed by a court order or applicable public records law.
   2. **保密义务  
      Confidentiality Obligations**  
        
      各方同意仅将机密信息用于本协议规定的目的和方式。  
      Each Party agrees that it shall use the Confidential Information only for the purpose and in the manner as stated in this Agreement.  
        
      双方同意，除非事先得到另一方的书面同意，否则应：  
      The Parties agree that unless they have the other Party’s prior written consent, it shall:  
      1. 始终对机密信息保密；  
         Keep the Confidential Information confidential at all times;
      2. 实施并保持足够的安全措施，以保护机密信息免遭未经授权的访问或使用；和  
         Effect and maintain adequate security measures to safeguard the Confidential Information from unauthorized access or use; and
      3. 仅在需要知道的情况下向该方的人员或专业顾问披露机密信息，在这种情况下，该方应确保向其披露机密信息的任何人员或专业顾问了解并遵守本第 11.1 条。  
         Disclose the Confidential Information to that Party’s personnel or professional advisors on a need to know basis only and, in that case, that Party shall ensure that any personnel or professional advisor to whom it discloses the Confidential Information is aware of and complies with this Clause 11.1.   
           
         每一方只能在法律要求的范围内披露保密信息，前提是一方在披露保密信息之前采取合理措施将此类要求通知另一方，并在保护保密信息方面向另一方提供合理协助。各方承认因不当披露机密信息而造成的损失可能无法弥补；因此，除所有其他补救措施外，每一方都有权寻求公平的补救措施。  
         Each Party may only disclose the Confidential information to the extent required by law, provided that the Party take reasonable steps to notify the other Party of such requirement before disclosing the Confidential Information and to provide reasonable assistance to the other Party in protecting the Confidential Information. Each Party acknowledges that damages for improper disclosure of the Confidential Information may be irreparable; therefore, each Party is entitled to seek equitable relief, including injunction and preliminary injunction.   
           
         本条款的规定在本协议因任何原因终止和到期后仍然有效。  
         The provisions of this Clause shall survive the termination and expiration of this Agreement for any reason whatsoever.
2. **终止  
   Termination**
   1. **终止  
      Termination**  
      本协议以及乙方在本协议项下授予的所有权利和许可以及在本协议项下提供的任何服务将终止，并在受害方通知后立即生效如果另一方未能遵守本协议的任何条款。  
      This Agreement and all rights and licenses granted by Party B hereunder and any services provided hereunder will terminate, effective immediately upon notice from the aggrieved Party if the other Party fails to comply with any term of this Agreement.

如果甲方根据第13条终止本协议，除本协议或相关法律规定的甲方其他权利外，甲方有权获得连接的退款因任何违反 乙方在本协议项下的义务或任何违反乙方在本协议中的陈述或保证而导致的本协议未使用部分的费用或续订费。  
In the event that the Party A is to terminate this Agreement as per this clause 12, in addition to the other rights of the Party A as set out in this Agreement or in the relevant laws, Party A shall be entitled to obtain a refund of the Connection Fees or renewal fees in respect to the unused portion of the Agreement in respect of any breach of Party B’s obligations under this Agreement, or any breach of Party B’s representations or warranties as set out in this Agreement.

* 1. **终止的效力  
     Effect of Termination**  
     任何一方均不对仅因根据本协议条款终止本协议而产生的任何形式的赔偿、补偿或损害承担责任。本协议的终止将不损害双方的权利或补救措施，无论是在终止之日还是在未来存在。  
     Neither Party shall be liable for compensation, indemnity, or damages of any sort incurred solely as a result of the termination this Agreement in accordance with its terms. Termination of this Agreement will be without prejudice to rights or remedies of the Parties, whether existing at the date of termination or in the future.

1. **责任限制  
   Limitation of Liability**  
   在适用法律未禁止的范围内，任何一方均不对任何惩罚性的损害赔偿负责。在任何情况下，任何一方均不对本协议项下的所有财产损害超过甲方支付的全部费用的金额。此外，乙方对甲方可能因甲方的应用程序开发或使用的任何服务负责。  
   To the extent not prohibited by applicable law, neither party shall be liable for any punitive damages. In no event shall either party be liable for property damages under this agreement in excess of the amount of the full fee paid by Party A. In addition, Party B is not responsible for any services that Party A may develop or use as a result of Party A’s application.
2. **一般法律条款  
   General Legal Terms**  
   * 1. **独立开发  
        Independent Development**  
        本协议中的任何内容均不应损害甲方或乙方及其关联公司和子公司开发、获取、许可、营销、推广或分销与乙方及其 附属公司和子公司或甲方的应用程序或甲方可能开发、生产、营销或分发的任何其他产品或技术。  
        Nothing in this Agreement will impair Party A or Party B and its affiliates’ and subsidiaries’ right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Party B and its affiliates and subsidiaries or the Data Provider Platform or any other products or technologies that Party A may develop, produce, market, or distribute.
     2. **通知  
        Notices**  
        除非另有说明，否则本协议要求的所有通知必须以书面形式发出，并且在书面通知亲自送达、通过隔夜或私人快递送达或通过电子邮件确认发送给各方后视为送达。  
        Unless otherwise stated, all notices required under this Agreement must be in writing and will be considered given upon personal delivery of a written notice, upon delivery by overnight or private courier, or upon confirmation of transmission by electronic mail addressed to the parties.
     3. **弃权、构造、可分割性  
        Waiver, Construction, Severability**  
        甲方或乙方未能执行本协议的任何条款不应被视为放弃未来执行该条款或任何其他条款。 任何规定合同的语言将根据草拟的解释的法律或法规将不适用于本协议。 章节标题仅为方便起见，在解释或解释本协议时不应考虑。 如果本协议的任何条款被认定为无效，本协议的其余条款不受影响并将继续有效。 无效条款应被视为修改到补救无效性所需的最小程度。  
        Failure by Party A or Party B to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafted will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement. If any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement are not to be affected and will continue in effect. The invalid provision is to be deemed modified to the least degree necessary to remedy the invalidity.
     4. **争议解决  
        Dispute Resolution**  
        本合同受中华人民共和国法律管辖并按其进行解释。  
        This contract is governed by and construed in accordance with the laws of the People's Republic of China.  
          
        本协议以英文和中文写就，两种语言文本具有同等效力，如有不一致的情况，以中文文本为准。  
        This Agreement is signed in both English and Chinese versions. Both language versions of this Agreement are of equal validity and effect. In case of any discrepancy, the Chinese version shall prevail.   
          
        本合同书一式肆份，自双方授权代表签署盖章之日起生效。双方各执贰份，作为凭证，具有同等法律效力。  
        The Contract is in duplicate and will come into effect upon signed/sealed by the authorized representative of both parties, each party holding one copy with the same legal effect.
     5. **完整协议；管理语言  
        Entire Agreement; Governing Language**  
        本协议构成双方之间关于使用根据本协议许可的 RESET API的完整协议，并取代之前关于其标的的所有谅解和协议。 本协议只能通过双方签署的书面修改。  
        This Agreement constitutes the entire agreement between the parties with respect to the use of the RESET API licensed hereunder and supersedes all prior understandings and agreements regarding its subject matter. This Agreement may be modified only by a written amendment signed by both parties.

（以下无正文）

（本页无正文，为甲方与乙方之认证测试框架协议之签字盖章页）

**甲方**：

**法定代表人（签字**）：

**单位名称**：

**开户行**：

**银行账号**：

**日期**：

**乙方**：循绿生态科技（上海）有限公司

**法定代表人（签字）**：

**单位名称**：循绿生态科技（上海）有限公司

**开户行**：上海浦东发展银行徐汇支行

**银行账号**：98300155300002083

**日期**：