

## Master Service Agreement / 主服務協定

This Master Service Agreement (“MSA”) applies to any Order Form entered into between the Strategy contracting party (“we,” “us,” “our”) and the entity or person ordering Products (“Customer” or “you,” “your”), and specifies the terms and conditions under which we will provide Products to you and your Affiliates. Unless otherwise specified, capitalized terms will have the meanings set forth in Section 10 (Definitions) of this MSA.

本《主服務協定》（“MSA”）適用於 Strategy 簽約實體（“我們”或“我們的”）與訂購產品的實體或個人（“客戶”或“您”）之間簽訂的任何訂購單，並規定了我們向您和您的關係企業提供產品的條款和條件。除非另有規定，否則加粗術語具有 MSA 第 10 條（定義）規定的含義。

### TABLE OF CONTENTS 目錄

Topic 主題	Page 頁碼
Access and Use of Products 產品的存取權和使用 .....	1
Fees & Audit Rights 費用和查核權利 .....	3
Intellectual Property Rights & Restrictions 智慧財產權與限制 .....	4
Confidentiality 保 密 .....	5
Term and Termination 期限和終止 .....	6
Warranty 保 證 .....	7
Indemnification 賠 償 .....	8
Limitation of Liability 責任限制 .....	9
General Terms 一般條款 .....	10
Definitions 定 義 .....	13
Contracting Entity, Governing Law, Venue, Notices 簽約實體、準據法、審判地點、通知 .....	17

#### 1. ACCESS AND USE OF PRODUCTS

- Access to Services.** Subject to the terms of the Agreement and Documentation, commencing on the effective date of the Order Form and any renewal, as applicable, we permit your applicable Named Users to access and use the Services specified in your Order Form(s) during its applicable Order Term, solely for your internal business purposes.
- License for On-Premise Software.** If your Order Form includes an order for on-premises Software (such software, the “On-Prem Software”), then subject to the terms of the Agreement and Documentation, commencing on the date of delivery of the On-Prem Software to you, we grant you a limited, personal, non-sublicensable, non-transferable, non-exclusive license during the Order Term specified in your Order Form to (i) install, reproduce and execute such applicable On-Prem Software on servers and workstations operated by you or by third-party cloud service providers operating servers and workstations on your behalf, in each case, in the applicable Territory and (ii) grant your applicable Named Users access to such On-Prem Software from such servers and workstations, solely for your internal business purposes.
- Certain Restrictions.** The Order Form may provide for specific quantities of licenses for applicable Named Users of the Software or, in the case of On-Prem Software,

#### 1. 產品的存取權和使用

- 服務存取權。**根據本協定條款和說明文件，自訂購單及其任何續訂（視情況而定）的生效日期起，我們允許您的適用的指定使用者在相應訂購期內僅出於您的內部業務目的存取和使用您的訂購單指定的服務。
- 本地部署軟體的授權。**如果您的訂購單包括本地部署的軟體（“本地軟體”）的訂單，則根據本協定條款和說明文件，自向您交付本地軟體之日起，我們在您的訂購單指定的訂購期內向您授予不可再授權、不可轉讓、非排他性的有限的個人授權，以
  - 在您運營的或代表您的第三方雲服務提供者運營的位於適用地區的伺服器和工作站上安裝、複製和執行相應本地軟體，和 (ii) 授予適用的指定使用者僅出於您的內部業務的目的從該等伺服器和工作站存取該等本地軟體。
- 特定限制。**訂購單可能規定了向軟體的適用的指定使用者提供授權的特定數量，或者，就本地軟體而言，CPU 授權的特定數量。適用的指定使用者授權的特定數量確定後，只有該等數量的適用的指定使用者可以在一個生產環境和最多兩個非生產環境中存

specific quantities of CPU licenses. When specified quantities of licenses for applicable Named Users are identified, only that quantity of applicable Named Users may access and use such Software in one production environment and up to two non-production environments. If specified quantities of CPU licenses are identified, you may only install and execute the applicable Software on that quantity of CPUs in one production environment and up to two non-production environments, for use in support of an unspecified quantity of applicable Named Users.

- d. **Deployment Environment.** If a specific operating or cloud environment is specified in the Order Form, the applicable Software may only be accessed, installed or executed from or in such specified environment, except for any On-Prem Software which technically requires deployment in a different operating or cloud environment.
- e. **Affiliates.** Your Affiliates may purchase Products from us by executing an Order Form which is governed by the terms of the Agreement. This will establish a new and separate agreement between your Affiliate and the entity signing such Order Form.
- f. **Restrictions on Access and Use.** You and your applicable Affiliates agree to not: (i) access, use, copy, display, distribute, transfer, lease, sell, resell, license, sublicense, or otherwise make available the Products in any manner or for any purpose not authorized by the Agreement, including in a manner that exceeds your authorized access and use rights or that is intended to avoid incurring fees or exceed usage limits or quotas, or in a manner contrary to applicable law; (ii) modify, reverse engineer, decompile or create derivative works of any portion of the Products, except as provided in the Documentation or except to the extent permitted by applicable law; (iii) interfere with or disrupt the integrity or performance of Products or attempt to gain unauthorized access to a Product or its related systems or networks; (iv) use the Products to develop or train any product or service that is competitive with our business or offerings; (v) make available to any third-party any analysis of the operation or benchmarking of the Products or any Reports, without our prior written consent; (vi) use any Product to provide time-sharing services, software-as-a-service offering, service bureau services or similar services or (vii) use the Products to store or transmit material in violation of third-party privacy rights or that is infringing or otherwise unlawful or tortious or that constitutes Malicious Code.
- g. **Customer Responsibility.** You are responsible for compliance with the Agreement by your representatives and applicable Affiliates permitted hereunder that use or access the Products under your account and for the proper operation of your network and your systems used to connect to the Products.
- h. **Provision of Other Services.** If applicable, we will perform the Technical Support Services, Education Services and Consulting Services for you as set forth in

在一個生產環境和最多兩個非生產環境中，為用於支持不特定數量的適用的指定使用者而在該數量的CPU上安裝和執行相應軟體。

- d. **部署環境。**如果訂購單指定了特定的操作環境或雲端環境，則僅可從或在該指定環境中存取、安裝或執行相應軟體，但技術上需要部署在不同操作環境或雲端環境中的本地軟體除外。
- e. **關係企業。**您的關係企業可通過簽署受本協定條款約束的訂購單，向我們購買產品。這將在您的關係企業和簽署該訂購單的實體之間建立新的單獨協定。
- f. **存取和使用限制。**您和您的適用關係企業同意不會
  - (i) 以未經本協定許可的任何方式或任何目的存取、使用、複製、展示、分發、轉讓、出租、出售、轉售、授權、再授權或以其他方式提供產品，包括以超出授予您的存取權和使用權的方式、旨在避免產生費用或超出使用限制或配額的方式，以及違反適用法律的方式從事前述行為；
  - (ii) 對產品的任何部分實施修改、反向工程、反編譯或創作演繹作品，但說明文件規定或適用法律允許的除外；
  - (iii) 干擾或破壞產品的完整性或性能，或試圖未經授權存取產品或其相關系統或網路；
  - (iv) 使用產品開發或培訓與我們的業務或產品相競爭的任何產品或服務；
  - (v) 未經我們事先書面同意，向任何協力廠商提供產品或任何報告的運行或基準分析；
  - (vi) 使用任何產品提供分時服務、軟體即服務、服務局服務或類似服務；或
  - (vii) 使用產品存儲或傳輸侵犯協力廠商隱私權的材料或其他非法或侵權的材料，
- g. **客戶責任。**您對在本協定項下獲准以您的帳戶使用或存取產品的您的代表和相應關係企業遵守本協定負責，並對被用於連接產品的您的網路和系統的正常運行負責。
- h. **其他服務。**如適用，在遵守本協定條款和條件的前提下，我們將根據屆時有效的《技術支援服務政策與程式》、《雲服務指南》和《特定服務附錄》（視情況而定）向您提供每個相應訂購單列出的技術支援服務和諮詢服務。
- i. **特定產品附錄。**某些服務和諮詢服務受特定產品附錄約束，該等特定產品附錄規定了使用該等產品的額外條款和條件。各方應遵守所有適用的特定產品附錄。

<p>each applicable Order Form in accordance with the then-current Technical Support Services Policy &amp; Procedures, Cloud Service Guides and Service-Specific Addenda, as applicable, subject to the terms and conditions of the Agreement (including any applicable Product-Specific Addenda).</p> <p>i. <b>Product-Specific Addenda.</b> Certain Products may be subject to Product-Specific Addenda that provide additional terms and conditions for the use of such Product. Each party shall comply with all applicable Product-Specific Addenda.</p>	
<p>2. <b>FEES &amp; AUDIT RIGHTS</b></p> <p>a. <b>Fees.</b> All fees and payment terms set forth in the Order Form will apply to your use of the Products. Except as set forth in the Agreement and to the extent permitted by law, all payment obligations are non-cancelable and fees are non-refundable and not subject to offset. If you exceed the scope of your rights to our Products, we may invoice you for such excess and any related Technical Support Services fees, calculated at our standard list prices from the date you exceeded the scope of your rights. You agree to pay such invoices as set forth herein. You further agree that if we no longer offer a Product for which you exceeded the scope of your rights, then the amounts owed will be calculated using the higher of the last available standard list price for such Product or the current standard list price of its successor. The parties agree that this sum is agreed upon as payment for the excess use of the Products, and not as a penalty.</p> <p>b. <b>Payment.</b> Except as otherwise provided in the Agreement, you agree to pay any undisputed invoiced amounts within thirty (30) days from the date of the invoice, in the currency listed in the Order Form. If you have a dispute to an invoice, you must raise such dispute within thirty (30) days from the date of invoice or the invoice will be deemed correct. The parties agree to negotiate in good faith a prompt resolution of any disputed invoiced amounts.</p> <p>c. <b>Late Payments.</b> If any undisputed invoice remains unpaid for thirty (30) or more days after it is due, we may charge a late fee equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowable by law from the due date until such amount is paid in full. Except for fees subject to a reasonable and good faith fee dispute that the parties are working to resolve, if a payment is more than thirty (30) days past due and we have provided at least thirty (30) days written notice to you, we may do either or both of the following (i) suspend your right to use the Product until such amounts are paid in full, and (ii) accelerate all unpaid fee obligations under all Order Forms so that all amounts payable by you become immediately due and payable.</p> <p>d. <b>Taxes.</b> Fees payable hereunder do not include Taxes. You are responsible for paying all Taxes associated with your purchases hereunder, including without limitation all use or access of the Products by you. If we have a legal obligation to pay or collect Taxes for which you are responsible hereunder, we will invoice you that amount</p>	<p>2. <b>費用和查核權利</b></p> <p>a. <b>費用。</b>訂購單列出的所有費用和付款條款將適用於您對產品的使用。除非本協定另有約定並且在法律允許的範圍內，所有付款義務均不可取消，所有費用均不可退還且不得抵銷。如果您超出您的權利範圍使用產品，我們可自您越權之日起向您收取按我們標準價格計算的越權費用和任何相關技術支援服務費用。您同意支付本協定列出的該等收費。您進一步同意，如果我們不再提供您越權使用的產品，則所欠款額將按照該產品最新可用的標準價格或其繼任產品的當前標準價格中的較高價格計算。雙方</p> <p>b. <b>付款。</b>除非協定另有約定，您同意在發票之日起三十（30）天內以訂購單列明的幣種支付無爭議的發票款項。如果您對發票有爭議，您必須在發票之日起三十（30）天內提出爭議，否則將視為發票正確無誤。雙方同意真誠協商，以迅速解決有爭議的</p> <p>c. <b>逾期付款。</b>如果您未在無爭議發票到期後三十（30）天或更長期限內付款，則我們可能會在自到期日起至您全額付清之日期間，按每月百分之一點五（1.5%）或法律允許的最高利率（以兩者中較低者為準）向您收取滯納金。如果付款逾期超過三十（30）天，且我們書面通知您已至少屆滿三十（30）天，則除雙方正在努力解決的合理善意的費用爭議所涉及的費用外，我們亦將採取以下任一項或兩項措施：（i）暫停您使用產品的權利，直至您全額付款；及（ii）縮短所有訂購單下的所有未付費用義務的期限，以便應付費用均不欠稅費。您有應任繳納與您在本協定項下的購買（包括但不限於您對產品的所有使用或存取）有關的所有稅費。如果我們有法定義務繳納或收取您在本協定項下負責的稅費，我們將向您收取該筆款項，您將支付該筆款項，但您向我們提供由適當稅務機關授權的有效免稅證明的除外。您不得從支付給我們的款項中扣除稅費，但適用法律要求您扣除的除外。在此情況</p> <p>d. <b>稅務。</b>本協定項下的應付費用均不欠稅費。您有應任繳納與您在本協定項下的購買（包括但不限於您對產品的所有使用或存取）有關的所有稅費。如果我們有法定義務繳納或收取您在本協定項下負責的稅費，我們將向您收取該筆款項，您將支付該筆款項，但您向我們提供由適當稅務機關授權的有效免稅證明的除外。您不得從支付給我們的款項中扣除稅費，但適用法律要求您扣除的除外。在此情況</p>

<p>and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You may not deduct taxes from payments to us, except as required by applicable law, in which case you must increase the amount payable as necessary so that, after making all required deductions and withholdings, we receive and retain (free from any liability for Taxes) an amount equal to the amount we would have received had no such deductions or withholdings been made. Upon our request, you will provide us with proof of withholding tax remittance to the respective tax authority.</p> <p>e. <b>Audit Rights.</b> In the instances when an audit is the only way we can verify accuracy of your payment obligations under the Agreement, we have the right (and you agree to reasonably cooperate) to audit your books and records, no more than once per 12-month period, to the extent necessary to verify such accuracy.</p>	<p>下，您必須根據需要增加應付款項的金額，以便在實施所有必要的扣除和預扣後，我們收到並保留的（無任何稅費責任的）款額相當於在不實施前述扣除或預扣的情況下我們本將收到的款額。經我們要求，您將向我們提供將預扣稅繳納至相應稅務機關的證明。</p> <p>e. <b>查核權利。</b>如果查核是我們驗證您在本協定項下付款義務的準確性的唯一方式，我們有權在驗證前述準確性所需範圍內（並且您同意合理配合我們）查核您的帳簿和記錄，但前述查核每 12 個月不超過一次。</p>
<p>3. <b>INTELLECTUAL PROPERTY RIGHTS &amp; RESTRICTIONS</b></p> <p>a. <b>Our Intellectual Property Rights.</b> You agree that we or our licensors retain all right, title and interest in and to all Products (including any related Updates). Except for the limited rights set forth in the Agreement, no right, title or interest in or to any Products is granted to you. You may not remove or obscure any intellectual property or proprietary rights notices or legends contained in or affixed to any output of the Products.</p> <p>b. <b>Customer Data &amp; Use to Improve Services.</b> You own all right, title and interest in and to your Customer Data. You grant us a non-exclusive, worldwide, irrevocable license to use the Customer Data for the purpose of operating, supporting or improving the Products, including in the manner provided to you. Further, we may collect usage and diagnostic data, but not Protected Data, related to your use of the Products to help us provide, support and improve our Products.</p> <p>c. <b>Evaluation Licenses.</b> We may, in our sole discretion, offer some features or Products as a preview, or as an alpha, beta, experimental or other pre-release version (each, an “<b>Evaluation Product</b>”). You may use Evaluation Products solely for internal testing and evaluation. We may discontinue, modify, terminate, or cease support for the Evaluation Products at any time without notice to you, and may decide not to make any of the features and functionality generally available. You agree that once you use an Evaluation Product, your content or data may be affected such that you may be unable to revert back to a prior non-evaluation version of the same or similar feature or Product. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Evaluation Product back to the prior non-evaluation version. Further, you may not be able to recover such content or data if your right to use an Evaluation Product expires before you purchase a right to use Products on a non-evaluation basis. WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, THAT ANY EVALUATION PRODUCTS AS</p>	<p>3. <b>智慧財產權與限制</b></p> <p>a. <b>Strategy 智慧財產權。</b>您同意我們或我們的授權人保留對所有產品（包括任何相關更新）的一切權利、所有權和權益。除本協定項下的有限權利外，我們未向您授予任何產品的權利、所有權或權益。您不得刪除或掩蓋產品的任何輸出物中包含或附帶的任何智慧財產權或專有權利通知或說明。</p> <p>b. <b>客戶資料與用於改進服務。</b>您擁有您的客戶資料的一切權利、所有權和權益。您向我們授予非排他性的、全球範圍內、不可撤銷的授權，供我們將客戶資料用於產品的運行、支援或改進（包括向您提供產品的方式）。此外，我們還可能收集與您使用產品有關的使用和診斷資料（而非受保護資料），以幫助我們提供、支援和改進產品。</p> <p>c. <b>評估授權。</b>我們可能會自主決定提供作為預覽、alpha、beta、實驗或其他預發佈版本的某些功能或產品（均稱為“評估產品”）。您僅可將評估產品用於內部測試和評估。我們可能會在不通知您的情況下隨時中斷、修改、終止或停止支援評估產品，並可能決定不普遍提供任何特性和功能。您同意，一旦您使用評估產品，您的內容或資料可能會受到影響，導致您可能無法恢復到相同或相似功能或產品的先前非評估版本。此外，如果有可能進行這種恢復，則您可能無法將在評估產品內創建的資料返回或恢復到先前非評估版本。此外，如果在您購買以非評估方式使用產品的權利前，您使用評估產品的權利已到期，則您可能無法恢復該等內容或資料。我們明確否認下述明示或暗示的保證，即已經</p>

<p>PROVIDED TO YOU, OR AS MAY BE PROVIDED TO YOU IN THE FUTURE, ARE COMPLETE, VERIFIED, TESTED OR WITHOUT BUGS OR ERRORS, OR FIT FOR ANY PURPOSE. THE EVALUATION PRODUCTS AND ANY RELATED DOCUMENTATION ARE PROVIDED AT ALL RELEVANT TIMES AS IS, INCLUDING ALL FAULTS, AS AVAILABLE.</p>	<p>經過驗證、經過測試、無缺陷或錯誤，或適合任何目的。評估產品和相關說明文件在所有相關時間均以按原狀（包括所有故障）和可用的方式提供。</p>
<p><b>4. CONFIDENTIALITY</b></p> <p>a. <b>Confidentiality.</b> Each party (as “<b>Receiving Party</b>”) may receive Confidential Information of the other party in the course of the Agreement. Accordingly, each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), and further agrees to: (i) not use any Confidential Information of the other party (the “<b>Disclosing Party</b>”) for any purpose outside the scope of the Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with the Agreement and who are bound by obligations of confidentiality to the Receiving Party not materially less protective of the Confidential Information than those herein. Each party agrees to hold the other party’s Confidential Information in confidence during the term of the Agreement and for a period of five (5) years after the termination or expiration of the Agreement (except that with respect to Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations shall be perpetual).</p> <p>b. <b>Permitted Disclosures.</b> If a Receiving Party is required by law, regulation or court order to disclose Confidential Information of the Disclosing Party, then the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with advance written notice and cooperate in any effort of the Disclosing Party to obtain confidential treatment of the Confidential Information including the opportunity to seek appropriate administrative or judicial relief.</p> <p>c. <b>Injunctive Relief.</b> The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.</p> <p>d. <b>Return of Confidential Information.</b> Upon written request of the Disclosing Party, except for electronic copies made in the course of normal network backups or as otherwise set forth in this Agreement, the Receiving Party will promptly return to the Disclosing Party or destroy (and provide written certification of such destruction) all materials containing or reflecting any of the Disclosing Party’s Confidential Information.</p> <p>e. <b>Personal Data &amp; Data Security.</b> You will not transfer to us or provide us any access to any Protected Data in</p>	<p><b>4. 保密</b></p> <p>a. <b>保密。</b>任何一方（作為“接收方”）均可能在本協定過程中接收另一方的機密資訊。因此，各方同意採用與保護其自身同類機密資訊相同的謹慎程度（但不低於合理的謹慎程度），並進一步同意：</p> <p>（i）不將另一方（“披露方”）的機密資訊用於本協定範圍外的任何目的；及（ii）除經披露方另行書面授權外，將對披露方機密資訊的存取權限於出於與本協定一致目的需要存取該資訊，並且向接收方承擔的保密義務並不實質低於本協定保護機密資訊的力度的接收方的及接收方關係企業的員工和承包商。各方同意在本協定期限內以及本協定終止或期滿後五（5）年內對另一方的機密資訊保密，但根據適用法律構成商業秘密的機密資訊的相關保密義務應為永久義務。接收方應在法律允許的範圍內事先書面通知披露方，並配合披露方為使機密資訊獲得保密待遇（包括尋求適當的行政或司法救濟的機會）而進行的任何工作。</p> <p>b. <b>許可披露。</b>如果法律法規或法院命令要求接收方對披露方的機密資訊進行披露，接收方應在法律允許的範圍內事先書面通知披露方，並配合披露方為使機密資訊獲得保密待遇（包括尋求適當的行政或司法救濟的機會）而進行的任何工作。</p> <p>c. <b>禁令救濟。</b>接收方承認，披露機密資訊會造成重大損害，僅有損害賠償無法進行充分補救，因而在接收方披露後，除披露方根據法律可能享有的其他救濟外，披露方還將有權尋求適當的衡平法救濟。</p> <p>d. <b>返還機密資訊。</b>經披露方書面要求，除在正常網路備份過程中製作的電子副本或本協定另有規定外，接收方應及時向披露方返還或銷毀包含或反映披露方機密資訊的所有材料，並提供書面銷毀證明。</p> <p>e. <b>個人資料與資料安全。</b>除與您的連結人有關的或者上傳或傳輸到雲服務的受保護資料外，您不得將與本協定有關的任何受保護資料轉移給我們或向我們提供存取權限。我們已經採取旨在保障和保護您向我們提供的受保護資料的適當的技術、組織和安全措施，並且我們僅可為履行我們的義務、行使我們的權利、向您提供資訊以及遵守我們的法律和查核要求而存取、使用以及向我們的關係企業和協力廠商（包括位於歐洲經濟區以外的協力廠商）轉移該等受保護資料。如果您將受保護資料上傳或轉移至雲服務，您將啟用儲存于磁碟之報告緩存和智能多維數據集的加密。</p>

connection with the Agreement, except for Protected Data related to your contact persons or uploaded or transferred to a Cloud Service. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our Affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements. If you upload or transfer Protected Data to a Cloud Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.

## 5. TERM AND TERMINATION

- a. **Term.** The Agreement is effective as of the effective date of your initial Order Form (except that if the parties mutually execute this MSA before an Order Form, then this Agreement is effective as of the date of this MSA) and will remain in effect until terminated in accordance with the terms of the Agreement. If there are no Order Forms in effect, either party may terminate the Agreement upon written notice to the other party. Further, you may terminate the Agreement for convenience upon written notice to us, as long as you remain responsible for paying all remaining amounts that would have been due under the Agreement had it not been terminated early.
- b. **Right to Terminate.** Either party may terminate the Agreement (including all related Order Forms) if the other party: (i) materially breaches the Agreement (and for clarity, a failure to pay fees by Customer is a material breach of the Agreement), and fails to cure such material breach within thirty (30) days after receiving written notice from the terminating party; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law).
- c. **Effect of Termination.** In the event the Agreement is terminated by you due to our material breach of the Agreement or is terminated pursuant to Sections 6.b or 9a, we will refund you any prepaid fees that have not accrued prior to the date of termination. In the event the Agreement is terminated by us due to your material breach of the Agreement or you terminate for convenience, you will pay all remaining amounts that would have been due under the Agreement had it not been terminated early. Upon your written request within thirty (30) days of the expiration or termination of the Agreement, we will provide you with all Customer Data in our standard database export format at no additional cost to you. Upon termination of the Agreement or all related Order Forms, the Agreement, all Product licenses

## 5. 期限和終止

- a. **期限。**本協定自您的首張訂購單的生效日期起生效（但雙方在簽訂訂購單前共同簽署本 MSA 的除外，在此情況下，本協定自 MSA 日期起生效），並將一直有效，直至根據本協定條款終止。如不存在有效的訂購單，任何一方可在書面通知另一方後終止本協定。此外，您可以在書面通知我們後為方便起見終止本協定，但前提是您在書面通知我們後仍將繼續支付本協定項下到期應付的所有剩餘款項（包括所有相關訂購單）。
- b. **終止權利。**如果一方有以下情形，則另一方可以終止本協定（包括所有相關訂購單）：（i）嚴重違反本協定（為明確起見，客戶未能支付費用屬於嚴重違反本協定），並且未能在收到終止方的書面通知後三十（30）天內糾正前述嚴重違約；（ii）在沒有繼受人的情況下停止運營；或（iii）根據任何破產、破產管理、信託契據、償債安排、和解協定或類似法律程式尋求保護，或者有人對該方啟動前述法律程式且該法律程式未在六十（60）天內遭到駁回（前提是法律對該等終止情形未予禁止）。
- c. **終止的效力。**倘若本協定因我們嚴重違反本協定而由您終止，或根據第 6.b 條或第 9.a 條終止，我們將向您退還在終止日前尚未產生的任何預付費用。倘若本協定因您嚴重違反本協定而由我們終止，或由您為方便起見而終止，則您將支付本協定項下存在的若非因本協定提前終止而本將到期應付的所有剩餘款項。經您在本協定期滿或終止後三十（30）天內書面要求，我們將以我們的標準資料庫匯出格式向您提供所有客戶資料，不會向您收取額外費用。本協定或所有相關訂購單終止後，本協定、所有產品授權以及您存取或接收服務的權利（以及我們提供服務的義務）將予終止。在產品授權期滿或終止時，繼續有效。MSA 第 2 條、第 3.a 條、第 3.b 條、第 3.c 條最後一句、第 4 條、第 5 條、第 6 條、第 7 條、第
- d. **繼續有效。**MSA 第 2 條、第 3.a 條、第 3.b 條、第 3.c 條最後一句、第 4 條、第 5 條、第 6 條、第 7 條、第

<p>and your right to access or receive the Services (and our obligations to provide Services) will terminate. When a Product license expires or terminates, you will immediately cease using the Product.</p> <p>d. <b>Survival.</b> Sections 2, 3.a, 3.b, the last sentence of c, 4, 5, 6, 7, 8, 9, 10, Exhibit A of this MSA and the Territory-Specific Addenda shall survive the termination or expiration of the Agreement.</p>	<p>8 條、第 9 條、第 10 條、附件 A 以及特定地區附錄應在本協定終止或期滿後繼續有效。</p>
<p>6. <b>WARRANTY</b></p> <p>a. <b>Mutual Warranty.</b> Each party represents and warrants to the other party that it has validly entered into the Agreement and has the legal power to do so and, in connection with its performance of the Agreement, shall comply with all laws applicable to it.</p> <p>b. <b>Product Warranty.</b> With respect to any Products and any Updates you procure under an Order Form (other than Consulting Services, Education Services or Technical Support Service, for which the sole warranty is set forth in <u>Section 6.c</u>), we warrant and covenant during the applicable Order Term (or for perpetually licensed Software, for a period of six (6) months from the effective date of an Order Form), that (i) such Products will perform in substantial conformance with the technical specifications in the Documentation, (ii) the functionality of each such Product will not be materially reduced by us, and (iii) we will scan such Products using a recognized virus scanning program and we will use commercially reasonable efforts to remove any detected Malicious Code prior to release. Your exclusive remedy and our sole liability for any breach of the foregoing warranty will be (x) the correction of the Product errors that caused the breach of such warranty, (y) replacement of such Product with materially functionally equivalent software, or (z) if we cannot accomplish either (x) or (y) despite using our reasonable efforts after sixty (60) days, then either party may terminate the Order Form for the affected Product, and we will refund you any prepaid fees paid for the terminated Product for periods after the effective date of termination.</p> <p>c. <b>Consulting, Education and Technical Support Services Warranty.</b> During the applicable Order Term, we warrant that any Consulting Services, Education Services or Technical Support Services provided by us as part of the Services will be performed (i) in a competent and workmanlike manner in accordance with accepted industry standards and practices, and (ii) in accordance with all material requirements set forth in the applicable statement of work. Your exclusive remedy and our entire liability for any breach of the foregoing warranty will be (x) that we will use commercially reasonable efforts to re-perform such Services in conformance with the foregoing warranty requirements or (y) if we cannot accomplish (x) despite using our reasonable efforts after sixty (60) days, then either party may terminate the affected Service and we will refund you any prepaid fees paid for such Service for periods after the effective date of termination.</p>	<p>6. <b>保證</b></p> <p>a. <b>相互保證。</b>每一方向另一方陳述並保證，其已有效簽訂本協定，具有簽訂本協定的法定權力，並應在履行本協定過程中遵守所有適用法律。</p> <p>b. <b>產品保證。</b>對於您根據訂購單購買的任何產品及任何更新（諮詢服務、教育服務或技術支援服務除外，該等服務的唯一保證列於第 6.c 條），我們保證並承諾，在相應訂購期內（對於永久授權的軟體而言，在訂購單生效日期後的六（6）個月內）：（i）該等產品將基本符合說明文件中的技術規格，（ii）我們不會實質縮減前述各項產品的功能，以及（iii）我們將使用知名病毒掃描程式掃描該等產品，並將在發佈前盡商業上合理的努力清除檢測到的惡意程式碼。就我們違反上述保證而言，您享有的唯一救濟以及我們的唯一法律責任為：（x）糾正導致違反該保證的產品錯誤，（y）用功能實質等效的軟體替換該產品，或（z）儘管我們付出合理努力，但如果我們未在六十（60）天內完成（x）或（y），則任何一方均可終止受影響的產品的訂購單，我們將退還您已經為終止生效日後的期間支付的產品的任何預繳費用。</p> <p>c. <b>諮詢、教育和技術支援服務保證。</b>在相應訂購期內，我們保證，我們作為服務一部分提供的諮詢服務、教育服務或技術支援服務將（i）由我們按照公認的行業標準和慣例以稱職和熟練的方式執行，並（ii）符合相應工作說明書規定的所有實質性要求。就我們違反上述保證而言，您享有的唯一救濟以及我們的全部責任為：（x）我們將盡商業上合理的努力重新提供符合上述保證要求的服務，或（y）儘管我們付出合理努力，但如果我們未能在六十（60）天內完成（x），則任何一方均可終止受影響的服務。</p> <p>d. <b>保證免責聲明。</b>除本協定明確規定且適用的法律有支付外，我們不在任何情況下對明示、默示、法定或其他保證，並明確否認所有默示保證（包括關於適銷性和適合於特定用途的任何保證）。我們不保證產品無錯誤或不間斷。本協定規定的有限保證是提供給您的唯一排他性保證。</p>

<p>d. <b>Warranty Disclaimer.</b> EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THE AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO YOU.</p>	
<p>7. <b>INDEMNIFICATION</b></p> <p>a. <b>Indemnification by Us.</b> We will defend you (and your Affiliates, directors, officers, employees and agents), at our expense, from Claims and will indemnify and hold you (and your Affiliates, directors, officers, employees and agents) harmless against Losses incurred by you in connection with such third party Claims, but solely to the extent such third party Claims arise from an allegation that your use of the Products as contemplated hereunder infringes a third party's intellectual property rights, or death, bodily harm, or damage to tangible personal property due to our personnel's gross negligence or willful misconduct in providing Services on your premises to you. However, we will have no indemnification obligations to you if the Claim or Loss arises from (i) any access, use, reproduction, distribution or modification of any Product in a manner not authorized under the Agreement or in violation of law; (ii) our use of materials or data (including Customer Data) provided by you or a third party in the manner permitted under the Agreement; (iii) your use of the Products in combination with any other product or service not provided by us; (iv) your use of a prior version of the Products; and (v) your use of any Evaluation Product.</p> <p>b. <b>Indemnification Remedy.</b> If we reasonably believe your use of the Products could result in an indemnification Claim under <u>Section 7.a</u>, then we will have the right, at our option and expense to: (i) replace or modify such Product to make it non-infringing and of substantially equivalent functionality, (ii) procure for you the right to continue using such Product under the terms of the Agreement, or (iii) if we are unable to accomplish either (i) or (ii) despite using our reasonable efforts after sixty (60) days, then either party may terminate the Agreement, in which case our sole liability, in addition to the indemnification obligations in this section, shall be to refund you any prepaid fees for the terminated Product that was to be provided after the effective date of termination.</p> <p>c. <b>Indemnification by Customer.</b> You will defend us (and our Affiliates, directors, officers, employees and agents) at your expense for Claims, and indemnify and hold us (and our Affiliates, directors, officers, employees and agents) harmless against any Losses incurred by us in connection with such third party Claims, to the extent</p>	<p>7. <b>賠償</b></p> <p>a. <b>由 Strategy 賠償。</b>我們將自擔費用就索賠為您（以及您的關係企業、董事、高管、員工和代理人）進行辯護、並就您因該等協力廠商索賠而遭受的損失向您（以及您的關係企業、董事、高管、員工和代理人）賠償並使您（以及您的關係企業、董事、高管、員工和代理人）免受損害，但前提是該等協力廠商索賠基於以下原因而產生：對您使用本協定項下的產品侵犯了協力廠商智慧財產權的指控，或因我們的人員在您的場所向您提供服務過程中的重大過失或故意不當行為導致的死亡、人身傷害或有形動產損害。但如果前述索賠或損失由於以下事項引起，則我們將不向您承擔賠償義務：（i）以未經本協定授權或違反法律的方式存取、使用、複製、分發或修改任何產品；（ii）我們以本協定允許的方式使用您或協力廠商提供的材料或資料（包括客戶資料）；（iii）您結合非由我們提供的其他產品或服務使用產品；（iv）您使用產品的先前版本；及（v）您使用任何評估產品。</p> <p>b. <b>賠償救濟。</b>如果我們有合理理由認為您對產品的使用可能導致第 7.a 條項下的索賠，則我們將有權選擇您使用任何評估產品。自費：（i）更換或更改該等產品，使之不再侵權並具有實質同等的功能，（ii）根據本協定條款為您取得繼續使用該等產品的權利，或（iii）儘管我們付出合理努力，但如果我們無法在六十（60）天內完成（i）或（ii），則任何一方可以終止本協定，在此情況下，除本條規定的賠償義務外，我們的唯一責任是退還您已經為將在終止生效日後提供的被終止的產品預付的任何費用。</p> <p>c. <b>由客戶賠償。</b>您將自擔費用就索賠為我們（以及我們的關係企業、董事、高管、員工和代理人）進行辯護、並就我們因該等協力廠商索賠所遭受的任何損失向我們（以及我們的關係企業、董事、高管、員工和代理人）賠償並使我們（以及我們的關係企業、董事、高管、員工和代理人）免受損害，但前</p>

<p>such third party Claims arise from (i) your use of any Products in violation of the Agreement, (ii) our use of the Customer Data in a manner permitted under the Agreement, and (iii) our following any instructions provided by you in our performance of any Services or creation of any deliverables for you hereunder, if such Claims would not have arisen but for such instructions.</p> <p>d. <b>Indemnification Procedures; Control of Litigation.</b> The indemnifying party's obligations hereunder only arise if the indemnified party: (i) promptly gives written notice of the Claim to the indemnifying party (although a delay of notice will not relieve the indemnifying party of its obligations under this section except to the extent that the indemnifying party is prejudiced by such delay); (ii) gives the indemnifying party sole control of the defense and settlement of such Claim (provided that the indemnifying party may not settle such Claim that imposes liability on, or contains any admission of fault by, the indemnified party, without its consent); and (iii) provides to the indemnifying party, at the indemnifying party's cost, all reasonable information assistance to defend or settle such Claim. This <u>Section 7</u> states the indemnified party's exclusive remedies and the indemnifying party's sole obligations related to the subject matter of these sections.</p>	<p>您違反本協定使用產品，(ii) 我們以本協定許可的方式使用客戶資料，及 (iii) 我們在根據本協定向您提供服務或為您創作任何交付成果的過程中遵循您提供的任何指示（前提是若非因前述指示，本不會引起該等索賠）。</p> <p>d. <b>賠償程式；訴訟控制。</b> 本協定項下產生賠償方義務的前提是受償方：(i) 及時向賠償方發出索賠的書面通知（延遲通知不免除賠償方在本條項下的義務，但這種延遲對賠償方產生損害的除外）；(ii) 賦予賠償方針對該等索賠進行辯護及和解的唯一控制權（但未經受償方同意，賠償方不得針對任何會使受償方承擔責任或承認過失的該項索賠進行和解）；以及 (iii) 向賠償方提供（費用由賠償方承擔）一切合理的資訊和協助以對該等索賠進行辯護或和解。本第 7 條規定了受償方的排他救濟以及賠償方就上述條款主題事項所承擔的唯一義務。</p>
<p>8. <b>LIMITATION OF LIABILITY</b></p> <p>a. <b>EXCLUDED CLAIMS.</b> TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES ARISING UNDER THE AGREEMENT, INCLUDING ANY SUCH DAMAGES FOR LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, COVER COSTS, LOST PROFITS, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (I) A PARTY'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR VIOLATION OF APPLICABLE LAW, (II) YOUR PAYMENT OBLIGATIONS HEREUNDER, (III) A PARTY'S OBLIGATIONS UNDER <u>SECTION 7</u> (INDEMNIFICATION), AND (IV) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS (COLLECTIVELY, "<b>EXCLUDED CLAIMS</b>").</p> <p>b. <b>Limitation of Liability.</b> EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE GREATER OF (I) \$300,000 (OR \$1,000 FOR LIABILITY ARISING FROM USE OF EVALUATION PRODUCTS ONLY) OR (II) THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM ARISING, EXCEPT THAT FOR ANY LIABILITY ARISING FROM THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA DIRECTLY RESULTING FROM OUR FAILURE TO ABIDE BY</p>	<p>8. <b>責任限制</b></p> <p>a. <b>除外索賠。</b> 在法律允許的最大範圍內，無論一方是否已被告知發生下述損失或損害賠償的可能性，該方不就本協定項下產生的間接、偶然、特殊、懲罰或衍生性質的損失或損害賠償（包括對使用損失、資料丟失或不準確、業務中斷、延誤費用、保險費用、利潤損失的任何損害賠償）向另一方承擔責任。前述除外事項不適用於：(i) 一方存在重大過失、欺詐、故意不當行為或違反適用法律，(ii) 您在本協定項下的付款義務，(iii) 一方在第 7 條（賠償）項下的義務，和 (iv) 一方侵犯另一方的智慧財產權（統稱為“除外索賠”）。</p> <p>b. <b>責任限制。</b> 除涉及除外索賠外，且在法律允許的最大範圍內，一方或其關係企業因本協定所產生的或與之有關的累計法律責任總額（無論是合同、侵權或其他責任）在任何情況下均不超過（以二者中金額較大者為準）：(i) 300,000 美元（或者，對於因使用評估產品而產生的法律責任，不超過 1,000 美元），或 (ii) 在索賠產生前 12 個月內已經或應當根據本協定支付的費用。但對於因未遵守本協定或說明文件規定的資料安全義務而直接導致未經授權披露客戶資料而產生的責任，我們向您承擔的由該等索賠引起的累計法律責任總額將為（以二者中金額較大者為準）：(i) 600,000 美元或 (ii) 在該等索賠產生前 12 個月內已經或應當根據本協定支付的費</p>

<p>OUR DATA SECURITY OBLIGATIONS SET FORTH IN THE AGREEMENT OR THE DOCUMENTATION, OUR TOTAL AGGREGATE LIABILITY TO YOU FROM SUCH CLAIMS WILL BE THE GREATER OF (I) \$600,000 OR (II) TWO TIMES (2x) THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM ARISING.</p>	
<p>9. <b>GENERAL TERMS</b></p> <p>a. <b>Right to Assign Agreement.</b> The Agreement will bind and inure to the benefit of each party and their permitted successors and assigns. You may not assign the Agreement without our written consent, except that you may, upon prompt written notice to us, assign the Agreement in connection with a merger, reorganization, or sale of your assets or equity, to your successor. If you assign or transfer the Agreement to a competitor of ours, we may terminate the Agreement upon written notice. Any attempt to transfer or assign the Agreement in violation of this Agreement will be null and void.</p> <p>b. <b>Customer's Name &amp; Logo.</b> Each party has the right to issue mutually-agreed upon press releases that includes a quotation from one of the other party's senior executives. You grant us the right to use your name and logo for the sole purpose of identifying you as a customer and for such press releases.</p> <p>c. <b>Contracting Party, Governing Law &amp; Venue.</b> The Strategy contracting party, governing law and exclusive venue applicable to the Agreement and any lawsuit or other dispute arising in connection with the Agreement will be determined by the country listed under the "Ship To" address on an Order Form (the "<b>Territory</b>"), and are as set forth in <u>Exhibit A</u> of the MSA, without regard to conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Both parties irrevocably consent to the exclusive jurisdiction of and venue in such courts set forth in <u>Exhibit A</u> of the MSA and waive any right to a jury trial in any such proceeding. In any dispute arising under the Agreement, the prevailing party will be entitled to recover its cost of enforcing its claim, including reasonable attorney fees.</p> <p>d. <b>Territory-Specific Addenda.</b> Based on the Territory specified in your Order Form, certain territory-specific provisions are set forth in the Territory-Specific Addenda, which supplement and amend this Agreement for your use of Products under such Order Form. If your Affiliate executes its own Order Form under the Agreement, then any claims between the parties regarding such Order Form in connection therewith will be subject to the Territory-Specific Addenda applicable to the Territory in such Order Form.</p> <p>e. <b>Force Majeure.</b> Neither party will be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, actions of</p>	<p>9. <b>一般條款</b></p> <p>a. <b>轉讓協議的權利。</b>本協定的約束力和利益應延及雙方以及雙方各自的繼受人和受讓人。未經我們書面同意，您不得轉讓本協定，但在您的資產或股權進行合併、重組或出售時，您可在書面通知我們後向您的繼受人轉讓本協定。如果您將本協定轉讓給我們的競爭對手，我們可書面通知您終止本協定。試</p> <p>b. <b>客戶的名稱和標識。</b>雙方均有權發佈雙方商定的包括另一方高級管理人員的報價的新聞稿。您向我們授予僅為表明您的客戶身份以及用於前述新聞稿而使用您名稱和標識的權利。</p> <p>c. <b>締約方、準據法和審判地點。</b>Strategy 締約方、適用於本協定的法律和排他審判地點以及與本協定有關的任何訴訟或其他爭議，將在訂購單上“收貨位址”所列國家/地區（“地區”）（如 MSA 附件 A 所述）進行裁決，不考慮衝突法規定以及《聯合國國際貨物銷售合同公約》。雙方不可撤銷地同意 MSA 附件 A 列出的法院具有的排他管轄權和作為審判地點的地位，並放棄在前述任何訴訟中要求陪審團審判的權利。在因本協定產生的任何爭議中，勝訴方將有權收回執行其權利主張所產生的成本（包括合理的律師費）。</p> <p>d. <b>特定地區附錄。</b>基於您的訂購單指明的地區，特定地區附錄規定了某些特定地區的條款，這些條款針對您使用該訂購單項下的產品補充並修訂了本協定。如果您的關係企業在本協定項下簽署其自身的訂購單，則 Strategy 與該關係企業之間關於該訂購單的任何索賠將受限於適用於該訂購單中的地區的特</p> <p>e. <b>不可抗力。</b>如果因超出一方合理控制範圍的原因導致該方延遲或未能履行本協定項下的任何義務（付款義務除外），則該方無需向另一方承擔法律責任。前述原因包括天災、勞資糾紛或其他工業騷亂，超出該一方控制範圍的協力廠商行為，網路入侵或拒絕服務攻擊，系統電力、電信或其他電腦、互聯網、互聯網服務提供者、託管設施、硬體、軟體、電力系統或公用事業的系統性故障，地震、暴風雨雪，或者其他自然因素、禁運、暴亂、公共衛生突發事件（包括流行病和傳染病）、政府行為、</p>

third-parties beyond either party's control, network intrusions or denial of service attacks, systemic electrical, telecommunications, or other computer, Internet, Internet service provider, hosting facility, hardware, software, power systems or utility failures beyond such party's control, earthquake, storms or other elements of nature, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

- f. **Notice.** Unless our Documentation specifies otherwise for certain notices provided by us, any notice, approval or other communication required or otherwise provided for under the Agreement will be in writing and deemed to have been given when (i) personally delivered; or (ii) sent by electronic mail; or (iii) sent by a commercial overnight courier. You will provide such notices to the applicable address set forth in Exhibit A of the MSA based on your Territory. Such notices to you will be sent to the address listed in the Order Form. Each party may modify its recipient of such notices by providing notice to the other party.
- g. **Reseller Agreements.** If you enter into an order for Products with one of our authorized resellers ("Reseller"), (i) such document will constitute an Order Form under the Agreement and (ii) your payment obligations under such order will be to the Reseller, provided that any transactions between you and the Reseller for non- Products will not be a part of the Agreement. For clarity, your use of our Products will be governed exclusively by the terms of the Agreement, and the Agreement will supersede any additional or conflicting terms in your order with the Reseller. No term in any order entered into via a Reseller will be deemed to modify the Agreement unless pre-authorized in writing by us. Non-payment of fees owed to a Reseller under an order for Products will constitute a material breach of the Agreement.
- h. **Entire Agreement & Order of Precedence.** Notwithstanding anything to the contrary, the Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form (excluding conflicting or additional provisions of a Customer proposal, purchase order or other documents, which shall be null and void) will take precedence over provisions of this MSA and over any other addenda or attachment, but solely with respect to your use of the applicable Products governed by such Order Form. In the event of a conflict between the Service-Specific Addenda and this MSA, the Service-Specific Addenda will control but only with respect to the applicable Services being provided to you that are subject to such Service-Specific Addenda. The Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those contained in the Agreement. In the event of a conflict between the

- f. **通知。**除非我們的說明文件就我們提供的某些通知作出另行規定，否則本協定項下要求或以其他方式提供的任何通知、批准或其他通信應採用書面形式，並視為在 (i) 專人派送之時發出，或 (ii) 通過電子郵件發送之時發出，或 (iii) 通過商業隔夜快遞公司發送之時發出。您將根據您的所在地區向 MSA 附件 A 規定的相應地址提供前述通知。向您發送的該等通知將發送至訂購單列出的地址，各方均可向另
- g. **轉售商協議。**如果您與 Strategy 的授權轉售商（轉售商）簽訂產品訂單，（i）該文件將構成本協定項下的訂購單，並且（ii）您在該訂購單下的付款義務將由轉售商承擔，前提是您與轉售商之間有關非產品的任何交易不會成為本協定的一部分。為明確起見，您對我們產品的使用將僅由本協定條款規範，並且本協定將取代您與轉售商的訂單中的任何附加或衝突條款。除非經過 Strategy 事先書面授權，否則通過轉售商簽訂的任何訂單中的條款概不視為對本協定的更改。不予支付在產品訂單項下欠付轉售商的費用將構成對本協定的嚴重違反。
- h. **完整協定與優先順序。**不論本協定是否有任何相反規定，本協定構成雙方之間關於本協定主題事項的完整協定。如果發生衝突，則僅就您使用由訂購單規範的相應產品而言，該訂購單的條款（不包括客戶建議書、採購訂單或其他文件的衝突或附加條款，該等條款一概無效）將優先於 MSA 的條款以及其他附錄或附件適用。如果特定服務附錄與 MSA 發生衝突，則僅就受限於該特定服務附錄的提供給您的相應服務而言，將以該特定服務附錄為準。本協定取代先前和同期有關本協定主題事項的所有書面或口頭協議、提議或陳述，本協定的簽訂並未依賴本協定以外的任何承諾或陳述。如果本協定的英文
- i. **服務附錄適用。**本協定是真實版本或譯本發生效何則應以本協定英文版本為準。本協定將優先於 MSA 的條款以及其他附錄或附件適用。如果特定服務附錄與 MSA 發生衝突，則僅就受限於該特定服務附錄的提供給您的相應服務而言，將以該特定服務附錄為準。本協定取代先前和同期有關本協定主題事項的所有書面或口頭協議、提議或陳述，本協定的簽訂並未依賴本協定以外的任何承諾或陳述。如果本協定的英文
- j. **雙方關係。**雙方是獨立承包商。本協定沒有且無意在雙方之間建立合夥、特許經營、合資、代理、信託或僱傭關係。除非本協定作出規定，否則本協定任何規定均沒有且無意向本協定簽約方以外的任何人授予任何權利。本協定沒有擬定協力廠商受益
- k. **出口管制。**各方應遵守所有適用的進口、再進口、制裁、反抵制、出口和再出口管制法律法規，包括適用於美國公司的所有該等法律法規，例如《出口管理條例》（EAR）和外國資產管制辦公室

English version of the Agreement and any other version or translation of the Agreement provided herein, the English version shall control. The latest version of the Agreement incorporated into an Order Form shall govern all of your other Order Forms.

- i. **Cumulative Remedies.** Except as otherwise provided in the Agreement, none of the rights, powers or remedies conferred upon any party under the Agreement will be mutually exclusive. Each such right, power or remedy will be cumulative and in addition to every other right, power or remedy available to such party, whether available at law, in equity or otherwise.
- j. **Relationship of the Parties.** The parties are independent contractors. The Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Unless stated in the Agreement, nothing in the Agreement confers or is intended to confer any rights to any person not a party to the Agreement. There are no intended third-party beneficiaries of the Agreement.
- k. **Export Control.** Each party shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations (EAR) and the economic sanctions programs implemented by the Office of Foreign Assets Control (OFAC). You acknowledge that (i) the direct or indirect transfer of a Product contrary to United States law or any other applicable law is prohibited; (ii) you are not a Restricted Party or located in a Restricted Country; (iii) you are not controlled by or acting on behalf of any Restricted Party or anyone headquartered or located in a Restricted Country; and (iv) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to a Restricted Party or Restricted Country. You shall not sell, export, re-export, transfer, divert, or make available any Products to an end user or end use specified in 15 C.F.R. Part 744 of the EAR, including but not limited to the design, production, or use of nuclear, missile, or chemical and biological weapons activities or systems.
- l. **Miscellaneous.** The parties may execute the Agreement and any documents hereunder in counterparts, each of which will be deemed an original and considered one and the same agreement. The parties will be bound by signatures made by hand or electronic means. Section headings are inserted for convenience only and shall not affect interpretation of the Agreement. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect. A waiver of any right under the Agreement is only effective if it is in writing and only against the party who signed

反美國法律或其他適用法律直接或間接轉讓產品，

(ii) 您不是受限貿易方也並非位於受限制國家，

(iii) 您非由任何受限貿易方或者其自身或總部位於受限制國家的任何主體控制，也不代表前述主體或受限貿易方行事；(iv) 您或您的員工、代理商或承包商均不得向受限貿易方或受限制國家轉讓任何產品，也不得允許此類轉讓。您不得向《美國聯邦法規》第 15 編《出口管理條例》第 744 章規定的最終使用者或出於該章規定的最終用途（包括但不限於核、導彈或化學生化武器活動或系統的設計、生產或使用）出售、出口、再出口、轉讓、轉移或提供

- i. **其他規定。** 本協定以及本協定項下的任何文件可簽署一式多份，每份均應視為正本，並應視為同一份協議。雙方將由手寫或電子簽名約束。章節標題僅為方便起見，不得影響本協定的解釋。如果本協定任何條款被具有合格管轄權的法院認定為違反法律，則該條款將由該法院修改並解釋，以便在法律允許的最大範圍內盡可能地實現原始條款的目標，本協定其餘條款將繼續有效。放棄本協定項下的任何權利僅在採用書面形式且經過棄權方書面簽署的情況下有效。對本協定的任何修改、變更或更改必須採用書面形式並經過雙方簽署。除非本協定（包括特定地區附錄）另有規定，否則本協定所稱“元”或“¥”或“US\$”均指美元。
- m. **Strategy World 活動。** 如果您通過訂購單購買 Strategy 全球通行證，該通行證不可退款，並且僅對簽署訂購單後進行的下一次 Strategy World 活動有效；如果該通行證未用於兌換下一次 Strategy World 活動，則其沒有剩餘價值；該通行證不得用於參加任何其他 Strategy World 活動。

<p>such writing. Any amendment, variation or modification of the Agreement must be in writing and signed by both parties. Unless stated otherwise in this Agreement (including in any Territory-Specific Addenda), all references to “dollars” or “\$” or “US\$” in this Agreement refer to United States dollars.</p> <p>m. <b>World Event.</b> If you purchase a Strategy World pass via an Order Form, that pass is non-refundable and is only valid for the next World event occurring following the execution of the Order Form; has no residual value if not redeemed for such next World event; and may not be used to attend any other World event.</p>	
<p>10. <b>DEFINITIONS</b> Unless otherwise specified in the rest of the Agreement, the following capitalized terms will have the meanings specified below.</p> <p>a. <b>“Affiliates”</b> shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, where <b>“Control”</b> means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity.</p> <p>b. <b>“Agreement”</b> means this MSA and its exhibits or addenda (including the Territory-Specific Addenda), any applicable Service-Specific Addenda and Product-Specific Addenda, and any Order Forms that reference this MSA.</p> <p>c. <b>“Claims”</b> means claims, demands, suits, or proceedings made or brought against you by a third party.</p> <p>d. <b>“Cloud Service”</b> means one of our offerings that we manage on your behalf in a cloud environment, as more specifically described in the applicable Cloud Service Guide.</p> <p>e. <b>“Cloud Service Guide”</b> means the Service Guide for the applicable Cloud Service made available at <a href="http://strategysoftware.com">strategysoftware.com</a>, as modified from time to time by us.</p> <p>f. <b>“Confidential Information”</b> means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Data will be deemed your Confidential Information without any marking or further designation. All Software, Services, the terms and conditions of the Agreement will be deemed our Confidential Information without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party.</p>	<p>10. <b>定義。</b>除非本協定其餘部分另有規定，否則以下粗體術語具有下列含義。</p> <p>a. <b>“關係企業”</b> 指直接或間接控制本協定一方、由本協定一方控制或與本協定一方受共同控制的任何個人或實體，其中 <b>“控制”</b> 指具有指導或促使他人指導公司、合夥企業或其他法律實體總體管理的法定權力。</p> <p>b. <b>“本協定”</b> 指 MSA 及其附件或附錄（包括特定地區附錄），任何適用的特定服務附錄和特定產品附錄，以及引用 MSA 的任何訂購單。</p> <p>c. <b>“索賠”</b> 指第三方針對您提出或提起的權利主張、正式要求、訴訟或法律程式。</p> <p>d. <b>“雲服務”</b> 指我們在雲端環境中代表您管理的一種服務，如適用的雲服務指南中更具體描述的那樣。</p> <p>e. <b>“雲服務指南”</b> 指我們適時修訂並通過 <a href="http://strategysoftware.com">strategysoftware.com</a> 提供的適用雲服務服務指南。</p> <p>f. <b>“機密資訊”</b> 指由披露方在披露時表明為機密的所有資訊，或者接收方結合所披露資訊的性質和披露所處的情形理應知悉屬於機密或專有資訊的所有資訊。所有客戶資料將被視為機密資訊，無需任何標記或進一步命名。所有軟體、服務、本協定的條款和條件將被視為機密資訊，無需任何標記或進一步命名。但機密資訊不應包括接收方可以證明有以下情形之一的資訊：（i）接收方在收到機密資訊之前已經合法擁有或知悉；（ii）非因接收方過錯而屬於或變為公眾所知；（iii）接收方在任何保密義務未遭到違反的情況下從協力廠商合法獲得，或（iv）由接收方員工獨立開發。</p> <p>g. <b>“諮詢服務”</b> 指我們根據您購買諮詢服務時有效的特定服務附錄提供的諮詢服務。</p> <p>h. <b>“CPU”</b> 係指由已安裝軟體之作業系統確認已指定軟體實例的實體核心（在實體計算環境）或虛擬核心（在虛擬計算環境）。</p> <p>i. <b>“客戶資料”</b> 指您或您的代表結合軟體使用的或者上傳或傳輸到雲服務的軟體（包括機器圖像）、資</p>

- g. **“Consulting Services”** means the consulting services provided by us according to our then-current Service-Specific Addenda when such services are purchased.
- h. **“CPU”** means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of the Software is assigned, as identified by the operating system in which the Software is installed.
- i. **“Customer Data”** means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your representatives utilize with the Software or upload or transfer to a Cloud Service.
- j. **“Documentation”** means the technical documentation or user manuals normally distributed or made available by us in connection with a Product, including any applicable Cloud Service Guide.
- k. **“Education Services”** means the education and training services provided by us according to our then-current Service-Specific Addenda when such services are purchased.
- l. **“Losses”** means any loss, damage or costs finally awarded or entered into in an approved settlement hereunder (including, without limitation, reasonable attorneys' fees).
- m. **“Malicious Code”** means any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.
- n. **“Named User”** means (i) a single identifiable individual with unique login credentials enabling use of or access to Products; (ii) individuals, collectively deemed one Named User, non-concurrently using a generic login credential enabling use of or access to Products; or (iii) a single individual without login credentials who receives Reports directly from the Products.
- o. **“Order Form”** means an order form entered into between you and for the use of any Products.
- p. **“Order Term”** means the term of the license or service set forth in an Order Form for the provision or use of the relevant Products, including all renewals in accordance with the Agreement.
- q. **“Products”** means the Software and any other Services. A list of Products is set forth at <https://www.strategysoftware.com/company/product-listing>.
- r. **“Product-Specific Addenda”** means the Product-Specific Addenda made available at [strategysoftware.com](https://www.strategysoftware.com).
- s. **“Protected Data”** means any data or information that is considered “Personal Data,” “Protected Health Information,” “Personally Identifiable Information” or similar terms under applicable law.
- t. **“Reports”** means reports, analyses, dashboards, dossiers and other similar output generated by your use of Products.
- u. **“Restricted Country”** means any country or territory that is or becomes subject to comprehensive OFAC sanctions by the United States or another applicable country or
- 料、文本、音訊、視頻、圖像或者您或協力廠商的其他內容。
- j. **“說明文件”** 指我們通常就產品分發或提供的技術說明文件或使用手冊（包括雲服務指南）。
- k. **“教育服務”** 指我們根據您購買教育和培訓服務時有效的特定服務附錄提供的該等服務。
- l. **“損失”** 指本協定項下經批准的和解協定中最終裁定或記載的任何損失、損害或費用（包括但不限於合理的律師費）。
- m. **“惡意程式碼”** 指任何病毒、特洛伊木馬、蠕蟲、定時炸彈、刪除蠅、受損文檔或任何其他類似的軟體或程式。
- n. **“指定使用者”** 指(i) 具有能夠使用或存取產品的唯一登錄憑據的可識別的單一個人；(ii) 共同被視為一名指定使用者的、非同時使用通用登錄憑據以能夠使用或存取產品的多個個人；或 (iii) 沒有登錄憑據但直接從產品接收報告的單一個人。
- o. **“訂購單”** 指您和 Strategy 就使用任何產品而簽訂的訂購單。
- p. **“訂購期”** 指訂購單列出的用於提供或使用相關產品的授權或服務的期限（包括根據本協定達成的所有展期）。
- q. **“產品”** 指軟體和任何其他服務。產品清單載於 <https://www.strategysoftware.com/company/product-listing>。
- r. **“特定產品附錄”** 指在 [strategysoftware.com](https://www.strategysoftware.com) 提供的《特定產品附錄》。
- s. **“受保護資料”** 指在適用法律項下被視為“個人資料”、“受保護健康資訊”、“個人身份資訊”或類似術語的任何資料或資訊。
- t. **“報告”** 指由您使用產品生成的報告、分析、儀表板、檔案及其他類似輸出。
- u. **“受限制國家”** 指由或變為由美國或其他相關國家/地區實施的 OFAC 全面制裁所約束或被相關進口管制措施禁止接收產品的任何國家或地區，包括但不限於白俄羅斯、古巴、伊朗、朝鮮、俄羅斯、敘利亞和克裡米亞，盧甘斯克人民共和國（“LNR”），以及烏克蘭頓涅茨克人民共和國（“DNR”）地區。
- v. **“受限貿易方”** 指 (i) 美國政府或任何其他相關政府維持的名單列出的被禁止接收出口商品或服務的任何個人或實體；(ii) 由 OFAC 名單列出的一個或多個主體擁有 50%或以上所有權的任何個人或實體；或

prohibited from receiving Products under applicable export controls (including, but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Luhansk People's Republic ("LNR"), and Donetsk People's Republic ("DNR") regions of Ukraine).

- v. **"Restricted Party"** means any person or entity that is (i) listed on any of the lists of persons or entities maintained by the United States government or any other applicable government that prohibit such persons or entities from receiving exports or services; (ii) owned 50% or more by one or more parties on an OFAC list; or (iii) a national or resident of, or an entity or governmental authority in a Restricted Country.
- w. **"Services"** means Cloud Services (including the cloud-hosted version of the Software deployed thereunder), Technical Support Services, Education Services, Consulting Services and any other services identified in an Order Form.
- x. **"Service-Specific Addenda"** means the Service-Specific Addenda made available at [strategysoftware.com](https://strategysoftware.com), as modified from time to time by us.
- y. **"Software"** means a generally available software product identified on an Order Form that is licensed or made available to you pursuant to the terms of the Agreement.
- z. **"Taxes"** means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of.
- aa. **"Technical Support Services"** means the technical support and maintenance services provided by us when such services are purchased according to our then-current Technical Support Services Policy & Procedures made available at [strategysoftware.com](https://strategysoftware.com), as modified from time to time by us.
- bb. **"Territory-Specific Addenda"** means the Territory-Specific Addenda made available at [strategysoftware.com](https://strategysoftware.com), as modified from time to time by us.
- cc. **"Update"** means a later commercial release of a Product made available after you access or use the Product.

(iii) 受限制國家的國民或居民，或者位於受限制國家的實體或政府部門。

- w. **"服務"** 指軟體的雲託管版本以及訂購單列明的雲服務、技術支援服務、教育服務、諮詢服務和任何其他服務。
- x. **"特定服務附錄"** 指在 [strategysoftware.com](https://strategysoftware.com) 提供的《特定服務附錄》，以我們可能不時修訂的最新版本為準。
- y. **"稅費"** 指任何司法管轄區徵收的國內或國外的各種稅款、徵稅、關稅或類似的政府評稅，包括（例如）任何銷售稅、使用稅、商品及服務稅、增值稅、預扣稅或類似稅收，但不包括基於 Strategy 的淨收入、財產或員工的任何稅收。
- z. **"技術支援服務"** 指我們根據您購買技術支援和維護服務時在 [strategysoftware.com](https://strategysoftware.com) 提供的有效的《技術支援服務政策與程式》（以我們不時修訂的最新版本為準）提供的該等服務。
- aa. **"特定地區附錄"** 指在 [strategysoftware.com](https://strategysoftware.com) 提供的《特定地區附錄》，以我們可能不時修訂的最新版本為準。
- bb. **"更新"** 指在您存取或使用產品後發佈的產品的較新商業版本。

# Exhibit A / 附件 A

## Contracting Entity, Governing Law, Venue, Notices 簽約實體、準據法、審判地點、通知

Customer Location 客戶位置	Strategy Contracting Entity Strategy 簽約實體	Governing Law 準據法	Venue (courts with exclusive jurisdiction) 審判地點 (具有排他管轄權)	Notices 通知
United States & Canada	MicroStrategy Services Corporation, a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182	Virginia	Fairfax County, Virginia (state and U.S. federal courts)	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
Argentina	MicroStrategy Brasil Ltda. Sucursal Argentina, with offices at Avenida del Libertador 8620 - Piso 15, Ciudad Autónoma de Buenos Aires (C1429BNS), Argentina	Argentina	Buenos Aires	MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Avenida Olazabal 1515, piso 3, Oficina C "304", Ciudad Autónoma de Buenos Aires, (C1428DGG), Argentina; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
Australia & New Zealand	MicroStrategy Pty. Ltd., ABN 59 094 495 020, with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia	New South Wales	New South Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
Austria	MicroStrategy Austria GmbH, with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien	Austria	Vienna	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
Belgium & Luxembourg	MicroStrategy Belgium BV, with offices at Avenue du Port 86C / 204, 1000 Bruxelles, Belgium	Belgium	Brussels	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
Brazil	MicroStrategy Brasil Ltda., with offices at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil	Brazil	Central Court of the City of São Paulo	MicroStrategy Brasil Ltda., Attention: Legal Representative, at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
China, India, Pakistan, Singapore, Taiwan or any other ASEAN country 中國、印度、巴基斯坦、新加坡、臺灣或其他東盟國家/	MicroStrategy Singapore Pte. Ltd., with offices at 72 Anson Road, #13-01, Singapore 079911  MicroStrategy Singapore Pte. Ltd., 辦公室位於 72 Anson Road, #13-01, Singapore 079911	Singapore 新加坡	Singapore 新加坡	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>  MicroStrategy Incorporated, 收件人: 總法律顧問; 地址: 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; 電子郵件: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
Denmark	MicroStrategy Denmark ApS, with registered offices at 2 Axeltorv, c/o Gorrisen Federspiel, 1609 København V, Denmark	Denmark	Maritime and Commercial Court of Copenhagen	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
France	MicroStrategy France SARL, with offices at 88 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France	France	Courts of the Paris Court of Appeal	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
Germany	MicroStrategy Deutschland GmbH, with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany	Germany	Cologne	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>

<b>Israel</b>	<b>MicroStrategy Israel Ltd</b> , registered in Israel, with company number 515761740, with registered offices at 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea & Co. Law Offices	England and Wales	England and Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Italy</b>	<b>MicroStrategy Italy S.r.l.</b> , with offices at Corso Europa 15, 20122, Milan, Italy	Italy	Milan	MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Europa 15, 20122, Milan, Italy; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Japan</b>	<b>MicroStrategy Japan Inc.</b> , with offices at Metrocity Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan	Japan	Japan	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Korea</b>	<b>MicroStrategy Korea Co.</b> , Ltd, with offices at 10th floor, Mirae Asset Tower, 620 Teheran-ro, Gangnam-gu, Seoul 06174, South Korea	Korea	Seoul Central District Court in Korea	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any other country located in Central America</b>	<b>MicroStrategy Mexico S. de R.L. de C.V.</b> , with offices at Javier Barros Sierra #495, Piso 2 Oficina 154 Col. Desarrollo Santa Fe Álvaro Obregón Ciudad de Mexico, CP 01376, Mexico	Mexico	City of Mexico D.F.	MicroStrategy Mexico S. de R.L. de C.V., Attention: Legal Representative, Javier Barros Sierra 495, 2nd Floor, office 154, Col. Desarrollo Santa Fe, Álvaro Obregón, Ciudad de Mexico, Mexico CP 01376; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>The Netherlands</b>	<b>MicroStrategy Benelux BV</b> , with offices at FRAME OFFICES Keizersgracht 572, 1017 EM, Amsterdam Netherlands	The Netherlands	Amsterdam	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Poland</b>	<b>MicroStrategy Poland sp. z o.o.</b> , with offices at Prosta 67, 00-838 Warsaw, Poland	Poland	Warsaw	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Portugal</b>	<b>MicroStrategy Portugal, Sociedade Unipessoal, Lda</b> , with offices at Rua Mateus Vicente de Oliveira, nº 18, piso 3 - sala 505, 2745-167 Queluz, freguesia de Queluz-Belas e concelho de Sintra, Portugal	Portugal	Lisbon	MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>South Africa</b>	<b>MicroStrategy South Africa (Proprietary) Limited</b> , with registered offices at Twickenham Building, The Campus Cnr Sloane And Main Street, Bryanston 2191, Johannesburg, South Africa	South Africa	High Court of South Africa	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Spain</b>	<b>MicroStrategy Iberica, S.L.U.</b> , with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 15, 28020 Madrid, Spain	Spain	Madrid	MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Sweden</b>	<b>MicroStrategy Sweden AB</b> , with offices at Mäster Samuelsgatan 60, 111 21 Stockholm, Sweden	Sweden	Maritime and Commercial Court of Stockholm	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>Switzerland (DACH)</b>	<b>MicroStrategy Switzerland GmbH</b> , with offices at c/o Rödl & Partner AG, Flurstraße 55, 8048 Zürich	Switzerland	Zurich	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>

<b>United Arab Emirates, Kuwait, Bahrain, Oman, Saudi Arabia, Lebanon, Egypt, Qatar and Jordan</b>	<b>MicroStrategy Middle East FZ-LLC</b> , a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, with registered offices at Dubai Internet City, Building 20, Floor 1, Office 106, Dubai, United Arab Emirates	England and Wales	England and Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>
<b>United Kingdom, Greece, Serbia, Slovakia, Hungary, Ireland, Slovenia, Macedonia, Bulgaria, Estonia, Croatia, Norway, Chile or in any other country not otherwise provided for in this Exhibit A</b>	<b>MicroStrategy Limited</b> , an entity under registered number 02980957, with offices at Chiswick Park, Building 4, 3rd Floor, 566 Chiswick High Road, Chiswick, London W4 5YE, United Kingdom	England and Wales	England and Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>