



SOFTWARE LICENSE TERMS AND CONDITIONS

软件许可条款和条件

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These Software License Terms and Conditions (“Agreement”) apply to an order that incorporates these terms and conditions entered into between an affiliate of MicroStrategy Incorporated (“we,” “us,” “our”) and the entity ordering Products or services identified on the order (“you,” “your”).

本软件许可条款和条件（本“协议”）适用于含有 MicroStrategy Incorporated（本“公司”）关联公司与订购订单中所列产品或服务的当事方（“贵方”）达成的条款和条件的订单。

<p>1. License Grant. We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install our software products (each, a “<u>Product</u>”) on servers and workstations under your control or under the control of your third party service provider in the country to which the Products are delivered; and (b) Use Products (including the user documentation normally distributed or made available as part of the Products (“<u>Documentation</u>”)) in support of your internal business operations, each in a manner consistent with the license type(s) and terms specified on an order. “<u>Use</u>” means to (i) grant Named Users located anywhere in the world access to the Products; and (ii) enable the Products to email reports and dashboards to Named Users located anywhere in the world; and (iii) enable the Products to deliver reports to a file server or printer to be accessed by Named Users located anywhere in the world. Your Use of a Product will be under a Named User or CPU license type, as specified on an order. “<u>Named User</u>” means a single individual designated by you as a user of a Product on a non-temporary basis. “<u>CPU</u>” means a physical or virtual core to which an instance of a Product is assigned in support of an unspecified number of Named Users in the environment specified on an order. We will supply each Product to you by making it available to you via an electronic download. You may make additional copies of the download files containing the Products for archival purposes.</p>	<p>1. 授予许可。 根据本协议的条款和条件及适用法律，本公司授予贵方及贵方的关联公司一项非排他性且不可转让的许可，从而按照订单上的许可类型和期限，(a) 在产品交付的国家，贵方或贵方的第三方服务提供方所控制的服务器和工作站上安装本公司的软件产品（各自称为“<u>产品</u>”）；以及 (b) 为了贵方的内部业务经营而使用产品（包括作为产品的组成部分而通常交付或提供的用户文档（“<u>文档</u>”））。“<u>使用</u>”指 (i) 授权全球任何地方的指定用户获得产品；以及 (ii) 让产品以电子邮件方式向全球任何地方的指定用户发送报告和信息汇总；且 (iii) 让产品将报告发送至全球任何地方的指定用户可以使用的文件服务器或打印机。贵方使用产品的类型为指定用户许可或中央处理器（CPU）许可（按订单的描述）。“<u>指定用户</u>”指贵方指定的，非暂时使用产品的个人。“<u>中央处理器（CPU）</u>”指为了支持订单中所列环境中不定数量的指定用户而被分给产品实例的物理或虚拟内核。本公司将以电子下载方式提供每一产品给贵方。贵方可为存档之目的将包含产品的下载文件制作多个备份。</p>
<p>2. Technical Support Services. “<u>Technical Support Services</u>” refers to the technical support and maintenance services provided by us according to our then-current technical support policy and procedure listed at http://www.microstrategy.com when the services are purchased. We will provide you the level of Technical Support Services specified on an order. Each applicable order for perpetual Product licenses will state the price of standard Technical Support Services for a period of one year commencing on the date of delivery of those Products. Except as otherwise specified on an order, (a) upon expiration of the initial year of service, you have the option to renew second year standard Technical Support Services at the stated amount on the order; and (b) you agree to renew</p>	<p>2. 技术支持服务。 “<u>技术支持服务</u>”指购买服务时根据 http://www.microstrategy.com 中列明的届时有效的技术支持政策和流程，本公司提供的技术支持和维修服务。本公司将向贵方提供订单上所列水准的技术支持服务。永久性产品许可的每一相关订单将列明从交付产品之日起的一年内标准技术支持服务的价格。除非订单中另有说明，(a) 在首个服务年届满后，贵方可选择以订单中列明的价格，续订第二年的标准技术支持服务；并且 (b) 贵方同意续订标准技术支持服务，除非贵方在当前服务期届满前九十(90)天书面通知本公司贵方不再续订贵方所有产品许可中的技术支持服务。按年许可的标准技术支持服务已包含在该年许可费中。对每一产品许可而言，作</p>

<p>standard Technical Support Services unless you provide written notice to us at least ninety (90) days before expiration of the then current term that you desire to have your Technical Support Services lapse on all of your Product licenses. Standard Technical Support Services for annual term licenses is included as part of the term license fee. For each Product license, we will deliver to you, at your request, a later commercial release of that Product (“Update”) at no charge as part of a Technical Support Services subscription. Updates will not include new products that we market separately.</p>	<p>为技术支持服务订购的一部分，本公司将应贵方的要求免费提供该产品的后续商业版本（“更新”）。更新中不包括本公司单独营销的新产品。</p>
<p>3. Certain Obligations and Restrictions. You are responsible for your Named Users’ compliance with this Agreement. You will not (a) copy, display, distribute, or otherwise use the Products in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify the Products; or (c) reverse engineer, decompile or disassemble the Products or the metadata created by the Products; or (d) disclose results of any benchmarking tests without our prior consent; or (e) use the Products in a manner that violates an individual’s privacy right set forth by statute, rule, regulation or case law.</p>	<p>3. 某些义务和限制。 贵方应确保指定用户遵守本协议。贵方不得 (a) 以未经本协议明确授权的任何方式或为了未经本协议明确授权的任何目的复制、展示、分销或以其他方式使用产品；(b) 创建产品的衍生作品或以其他方式修改产品；(c) 反向工程、反编译或者反汇编产品或者由产品创建的元数据；(d) 未经本公司事先同意，披露任何重大测试结果；或 (e) 以法令、规则、法规或案例法所规定的侵犯个人隐私权的方式使用产品。</p>
<p>4. Security Products. When you receive access to our security Products as part of a delivery of our analytics and mobility Products, you may only use those security Products to authenticate access to analytics reports. You are responsible for (a) configuring the security Products to integrate with your network and the Security Applications; and (b) making available to your Named Users terms of use and a privacy policy for the Security Applications that is consistent with the terms of use and privacy policy we include as part of the Security Applications on each platform where the Security Applications are available (e.g., the Apple App Store for iOS devices and the Google Play Store for Android devices). “Security Application” means the iOS and Android versions of any of our proprietary, standard mobile security software applications that users can download onto their smartphones, as may be modified by us from time to time. OUR SECURITY PRODUCTS ARE NOT DESIGNED TO AND WILL NOT BE USED TO MANAGE PHYSICAL OR LOGICAL ACCESS TO FACILITIES OR SYSTEMS WHERE DELAY IN OR FAILURE OF SUCH ACCESS COULD THREATEN HEALTH OR SAFETY, OR CAUSE PROPERTY, ENVIRONMENTAL OR SIMILAR DAMAGE OR LOSS, AND YOU AGREE NOT TO USE THEM TO MANAGE SUCH ACCESS UNLESS YOU PROVIDE A FAILSAFE MECHANISM FOR LOCAL BYPASS OF THE SECURITY PRODUCTS FOR USE IN AN EMERGENCY FOR WHICH YOU WILL BE FULLY RESPONSIBLE.</p>	<p>4. 安全产品。 当贵方获得了与分析 and 移动产品一并交付的本公司的安全产品时，您仅可将这些安全产品用于验证是否有资格获取分析报告。贵方应负责 (a) 将安全产品配置于您的网络和安全应用程序中；并 (b) 将安全应用程序的使用条款和隐私政策提供给贵方的指定用户，该等使用条款和隐私政策与可获得安全应用程序的每个平台上该安全应用程序的使用条款和隐私政策一致（例如，针对 iOS 设备的苹果应用商店以及针对安卓设备的 Google Play 商店）。“安全应用程序”指本公司不时修订的，本公司的任何专有、标准移动端安全软件应用程序的 iOS 和安卓系统版本，用户可将该等软件下载至自己的智能手机中。本公司的安全产品并非也不会用于管理以物理或逻辑方式进入以下设施或系统，即，延迟进入或未进入该等设施或系统可能威胁健康或安全，造成财产、环境或类似损害或损失，且贵方同意在管理进入上述设施或系统时不使用这些安全产品，除非贵方能提供一种旨在在紧急情况下使用的，绕开安全产品的自动防故障机制，且贵方对此承担全部责任。</p>
<p>5. Intellectual Property Ownership. We, our affiliates</p>	<p>5. 知识产权所有权。 本公司、本公司的关联公司及许</p>

<p>and our licensors will own all right, title and interest in and to the Products. The Products are licensed and not sold. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “<u>Trademarks</u>”). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party’s use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks.</p>	<p>可方将拥有产品的所有权利、权属及利益。以许可方式提供（而非出售）产品。每一方将拥有并保留商标、标志及其他商标元素（合称为“<u>商标</u>”）中的所有权利。如果一方因为本协议将其商标中的任何权利或许可授予另一方，另一方使用该等商标时需遵守该商标所有人书面规定的合理商标指引。</p>
<p>6. Term and Termination. Orders and Product licenses may only be terminated according to this section. You may terminate any order or Product license at any time by providing written notice to us. We may terminate any order or Product license upon written notice to you (a) if you breach a material provision of this Agreement and fail to cure the breach within thirty (30) days following such notice; or (b) under the “Indemnification” and “Limited Warranties and Remedies” sections. Upon termination of all orders, this Agreement and all Product licenses will terminate and all fees that you are obligated to pay as of the date of termination will be immediately due and payable. When a Product license terminates, you will immediately cease using the Product.</p>	<p>6. 期限和终止。 订单和产品许可仅可根据本条规定终止。贵方可在书面通知本公司后随时终止任何订单或产品许可。如出现以下情况，本公司可在书面通知贵方后终止任何订单或产品许可：(a) 贵方实质性违反本协议并且在本公司发出书面通知后的三十(30)天之内未能纠正违约行为；或 (b) “<u>补偿</u>”和“<u>有限保证和救济</u>”条款中规定的情形。在所有订单终止后，本协议及所有产品许可将终止，截至终止日贵方应支付的所有费用应立即到期应付。贵方应在产品许可终止时立即停止使用产品。</p>
<p>7. Indemnification. We will defend you, at our expense, against any claim, demand, suit, or proceeding (“<u>Claim</u>”) brought against you by a third party alleging that a Product infringes or misappropriates an intellectual property right of the third party and will indemnify you for and hold you harmless from any damages finally awarded to the third party claimant or agreed to in settlement of the Claim, provided that you (a) promptly give us written notice of the Claim; and (b) give us sole control of the defense and settlement of the Claim (provided that we may not settle any Claim that imposes liability on, or contains any admission of fault by, you without your consent); and (c) provide to us all available information and reasonable assistance necessary for us to defend or settle the Claim; and (d) have not compromised or settled the Claim without our written approval. If your use of a Product is enjoined in connection with the Claim, we may choose to either modify the Product to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Product, or if these alternatives are not commercially reasonable, we may terminate your license to and use of the Product and refund the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated. We will have no indemnification obligation, and you will indemnify us pursuant to this Agreement, for any Claim arising from or based upon (i) the misuse or unauthorized use of a Product or the use of a Product outside the scope of use identified in the Documentation, if the Claim would not have arisen without such use; or (ii) any modification of a Product not authorized by us in writing, if the Claim would not have arisen without</p>	<p>7. 补偿。 就第三人指控产品侵犯或盗用第三人知识产权权利而引发的任何索赔、要求、诉讼或法律程序（“<u>索赔</u>”），本公司将自行承担费用为贵方进行抗辩、赔偿贵方并使贵方免于因最终对第三人申诉人作出的裁决或就索赔达成的和解遭受损害，但前提是贵方：(a)及时书面通知本公司索赔情况；(b)给予本公司对索赔进行抗辩与和解的唯一控制权（但前提是本公司不得在未经贵方同意的情况下，达成对贵方施加责任或包含要求贵方承认过错的任何和解）；(c)向本公司提供为索赔进行抗辩或和解所需的一切可获得的信息及合理的协助；以及(d)未经本公司书面批准，不就该等索赔达成妥协或和解。如果贵方因索赔而被禁止使用产品，本公司可选择将产品修改至不侵权的状态（同时实质上保留其效用与功能性）或取得允许继续使用产品的许可，或在这两种变通方式在商业上均不可行的情况下，则本公司可终止贵方的许可或对产品的使用，并退还许可费及就产品支付的任何未使用但已支付的技术支持服务费，但条件是产品许可已终止。对于产生自或基于以下情况的任何索赔，本公司无赔偿义务，而贵方则应依照本协议赔偿本公司：(a)滥用或擅自使用产品，或者在文档所指定的产品使用范围以外使用产品，而在不存在该等使用的情况下原本不会发生索赔，或(b)未经本公司书面授权而对产品进行任何改动，而在不存在该等改动的情况下原本不会产生索赔，或(c)使用任何产品先前的版本，而在使用产品的更新版本的情况下本会避免该等索赔，或(d)将产品与非由本公司作为产品一部分提供的任何第三方产品、服务或业务流程组合，而在不存在该等组合的情况下原本不会产生索赔。本条的规定列明了本公司对贵方的唯</p>

<p>such modification; or (iii) use of a prior version of a Product, if use of a newer version of the Product would have avoided the Claim; or (iv) the combination of a Product with any third party products, services or business processes not provided by us as part of the Product, if the Claim would not have arisen without such combination. The provisions of this section state the sole, exclusive and entire liability of us to you, and are your sole remedy, with respect to the infringement of third party intellectual property rights.</p>	<p>一的、排他性的和全部责任，并且是贵方就侵犯第三人知识产权的唯一救济。</p>
<p>8. Limited Warranties and Remedies.</p> <p>We warrant that (a) for a period of six (6) months from the effective date of an order (“<u>Warranty Period</u>”), each Product listed on the order and Updates delivered for the Product during the Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products; and (c) we will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services; and (d) our employees and contractors will perform any services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (i) the correction of the Product errors that caused the breach of the warranty; or (ii) replacement of the Product; or (iii) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated. For any breach of the warranty set forth in subsection (d) above, your exclusive remedy and our entire liability will be re-performance of the services at no cost to you.</p>	<p>8. 有限保证和救济。</p> <p>本公司保证：(a) 在订单生效日后的六（6）个月期限内（“<u>保证期</u>”），订单所列的每一产品以及在保证期内就该等产品所交付的更新将在实质上符合文档中载明的技术规范；以及(b) 本公司在发布产品之前使用全国公认的病毒扫描程序扫描产品的每一个版本，并将在发布该版产品之前移除病毒扫描程序发现的任何病毒；以及 (c) 在该等技术支持服务订购有效期内，本公司不会大幅降低所提供技术支持服务的水准；以及(d) 本公司的雇员和承包商应以符合一般公认的行业标准和实践做法的方式提供订单所载明的服务。就违反上文(a)款所列任何保证而言，贵方唯一的救济以及本公司的全部责任为：(i) 纠正造成违反保证的产品错误；(ii) 替换产品；或 (iii) 如果本公司无法实施前述措施，则退还许可费以及产品未使用且已支付的技术支持服务费，但前提是产品许可已终止。就违反上文(b)款所列任何保证而言，贵方唯一的救济以及本公司的全部责任为：本公司重新履行服务且费用由本公司承担。</p>
<p>Each party warrants that any individual who signs this Agreement and any order governed by the Agreement on behalf of such party has the authority to enter into this Agreement or any such order on behalf of such party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.</p>	<p>双方彼此做出保证：任何代表该方签署本协议及本协议项下之任何订单的个人均有权代表该方签署本协议或该等订单，并且在行使其在本协议项下权利以及履行其在本协议项下义务时遵守所有成文法、法律法规和规定。</p>
<p>You acknowledge that the direct or indirect transfer of Products contrary to United States law, or any other applicable law, is prohibited. You warrant that (i) you are not a Restricted Party; and (ii) you are not controlled by or acting on behalf of any Restricted Party; and (iii) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party.</p>	<p>贵方确认，禁止违反美国法律或任何其他适用法律直接或间接转让产品。贵方保证：(i) 贵方不是受限方；以及 (ii) 贵方不受任何受限方控制，也不代表任何受限方行事；以及(iii) 贵方及贵方的任何员工、代理或承包方不得且不得允许将产品转让给受限方。“受限方”指以下任何个人或实体：(1) 美国政府禁止接受出口或服务的任</p>

<p>“Restricted Party” means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions.</p>	<p>何人员和实体清单中的个人或实体；或 (2) 由于反恐原因受到美国出口管制或美国人士被普遍禁止与其从事金融交易的任何国家或区域的国民、居民、实体或政府部门。</p>
<p>NO OTHER WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.</p>	<p>本公司不对产品作出其他明示或默示保证或承诺，包括但不限于对于适销性、对于特定目的适用性、系统集成、权属、满意质量及不侵权的任何默示保证。</p>
<p>9. Limitation of Liability. EXCEPT FOR OUR OBLIGATIONS UNDER THE “INDEMNIFICATION” SECTION, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.</p>	<p>9. 责任限制。除在“补偿”条款项下的义务之外，本公司、本公司的所有关联公司及许可方就本协议对贵方及贵方的所有关联公司的累计责任总额不得超过贵方提出第一项索赔前十二（12）个月内已付的或应付费用的金额。无论何等情况，本公司或本公司的任何关联公司或许可方均不会因合约、侵权或其他原因对贵方或贵方的任何关联公司承担任何间接的、特殊的、附带的、伴随性的或惩戒性损害责任，即使本公司或本公司的任何关联公司或许可方已经被告知此类损害的可能性，以及即使约定的救济未能达到其基本目的或由于任何其他理由而不可强制执行。</p>
<p>10. Orders and Payment. You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be your responsibility, except for taxes on our income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. If any undisputed invoice governed by this Agreement remains unpaid for 30 or more days after it is due, we may, without limiting our other rights and remedies, accelerate all unpaid fee obligations under such orders so that all amounts payable by you become immediately due and payable. In addition,</p>	<p>10. 订单和付款。在签署订单后，贵方将根据订单条款获得发票。在开票日后的三十（30）天内，贵方将全额支付发票所列金额的所有到期费用，如果在此期间未能支付则视为逾期未付。所有费用为税后金额，相关任何税费由贵方承担，但本公司的所得税除外。发票相关的任何争议必须在开票日期后的三十（30）天内提起，否则将视为该发票正确无误。如果受本协议管辖的任何无争议发票在到期后的三十（30）天仍未付款，本公司可使该等订单下的所有未付费用义务提前到期（且不限本公司的其他权利和救济），从而使得贵方应付的所有款项立即到期应付。此外，到期日后未付的任何款项将从到期日至实际支付该等款项之日，按照每月百分之一</p>

<p>any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.</p>	<p>点五（1.5%）或法律允许的最高利率收取滞纳金（以较低者为准）。除非另有说明，所有订单均为实盘订单，贵方不得取消、返还、退款或抵消。</p>
<p>11. Audit. You will keep accurate and complete records relating to your activities under this Agreement. At our request but not more than once annually, we may audit such records and your use of the Products.</p>	<p>11. 检查。 贵方将保留本协议项下活动的相关准确、完整记录。经要求（但不超过一年一次），本公司可检查贵方的该等记录以及对产品的使用。</p>
<p>12. Data Protection. You will not transfer to us or provide us any access to any data or information that is subject to regulation under Applicable Data Protection Law (“<u>Protected Data</u>”) in connection with this Agreement, including without limitation Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to your contact persons. “<u>Applicable Data Protection Law</u>” means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Protected Data including, without limitation, the European Union Directives governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. 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. You are responsible for providing any notices and obtaining any consents and approvals required to collect, process, transfer, maintain and use the data collected by you in connection with your use of the Products.</p>	<p>12. 数据保护。 贵方不会因为本协议向本公司转移受到相关数据保护法保护的任何数据或信息（“<u>受保护数据</u>”），也不会准许本公司接触该等数据或信息，包括但不限于个人数据、受保护健康信息以及个人识别信息（定义参见相关数据保护法），但与贵方联系人有关的受保护数据除外。“<u>相关数据保护法</u>”指目前及届时生效时，以任何方式与受保护数据的隐私、保密或安全有关的所有相关国际、联邦、州、省和地方法律、法规、规定、指引及政府要求，包括但不限于规制一般数据保护的《欧盟指令》以及涉及隐私、数据保护、保密或信息安全的所有相关行业标准。为了保护贵方提供的受保护数据，本公司已采取恰当的技术、组织及安全措施，且本公司可仅为了履行义务和行使权利、向贵方提供信息、以及遵守本公司的法律和审计上的要求而接触、使用并向本公司的关联公司及第三方（包括欧洲经济区以外的第三方）转移该等受保护数据。对于贵方在使用产品过程中收集的数据，贵方应负责发出收集、处理、转移、保存和使用该等数据所需的任何通知，并获得所需的任何同意及批准。</p>
<p>13. Notices. All notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: crequest@microstrategy.com.</p>	<p>13. 通知。 所有通知将为书面形式，并在以下情况下视为已发出：(a) 专人递送；或(b) 以电子邮件发出；或(c) 通过商业隔夜快递发送。贵方可将通知发送至：MicroStrategy Incorporated, 收件人：法务总监，地址：1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States；电子邮件：crequest@microstrategy.com。</p>
<p>14. Assignment. This Agreement may not be assigned or otherwise transferred in whole or in part by you, including by</p>	<p>14. 转让。 在获得本公司事先书面批准前，贵方不得（包括根据法律规定）出让或以其它方式转让本协议的全部</p>

<p>operation of law, without our prior written approval.</p>	<p>或部分。</p>
<p>15. Other Provisions. Each party will treat the other party’s confidential information with the same care as it treats its own confidential information and, upon termination of this Agreement, will return to the other party any of its confidential information under its control. The latest version of this Agreement incorporated into an order governs all of your prior orders. We are a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, you will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. This language is provided as part of our compliance with the applicable Executive Orders, statutes and regulations regulated by the Department of Labor. The terms of this Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that you generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. As between this Agreement and an order, the latter prevails but only with respect to that order. This Agreement also supersedes the terms of a “click-wrap” license included in the Products. Neither party will be responsible for delay of performance due to causes beyond its control. This Agreement and the parties’ relationship under it will be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, or if the Order was signed with an affiliate of MicroStrategy Inc, by the laws of that country having jurisdiction over that affiliate, without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the parties’ relationship under it or the Products will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia or if the Order was signed with an affiliate of MicroStrategy Inc, by the courts of that country having jurisdiction over that affiliate. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. When you access any product, service, content or item of a third party (each, a “Third Party Solution”) with connectors included as part of the Products, you agree and acknowledge that (a) you may</p>	<p>15. 其他规定。 每一方在对待另一方的保密信息时，将尽到其对待自有保密信息时的同等注意义务，并将在本协议终止后把其控制的任何保密信息返还给另一方。订单中加入的本协议最新版对于贵方所有之前的订单均有效。本公司为联邦承包商。因此（但仅在适用的情况下），《美国联邦法规汇编》第 41 章第 60-1.4(a)条中的公平机会条款以及第 29 章第 471 条（A 节之附件 A）中的雇员通知条款通过引用方式并入本协议。此外（但仅在适用的情况下），贵方将遵守《美国联邦法规汇编》第 41 章第 60-300.5(a)条和第 60-741.5(a)条的要求。这些规定禁止因为退伍军人受保护的身份或残疾歧视符合条件的人员，并要求相关主承包商和分包商品采取积极行动，雇用符合条件的受保护退伍军人和残疾人员且促进该等雇用。 制定本规定是为了遵守相关行政令、美国劳工部的成文法及规定。本协议及任何相关命令的条款将取代贵方生成并向本公司提供的任何订单或其他采购文件。任何该等采购订单中列明或提及的任何交易条款（名称、数量及地址除外）对本公司不具有约束力。就本协议与订单之间而言，订单的效力优于本协议（但仅就该订单而言）。本协议还取代产品中包含的“点选”许可。任何一方均不对其控制以外的原因造成的履行延迟承担责任。本协议及其项下各方的关系将根据美国维吉尼亚州法律及相关美国联邦法予以解释并管辖（如果订单由 MicroStrategy Inc.的关联公司签署，则根据对该关联方具有管辖权的国家法律解释并管辖），但不适用任何管辖地的冲突法原则。本协议不适用《联合国国际货物销售合同公约》。本协议、本协议下的双方关系或产品引起或有关的任何争议、诉讼、权利主张或诉因将受到美国维吉尼亚州 Fairfax 县的州及联邦法院或对关联公司（如果订单由 MicroStrategy Inc.的关联公司签署）具有管辖权的法院的排他性管辖。双方在此不可撤销地接受该等法院及其审判地的排他性管辖，并放弃在任何该等法律程序中进行陪审团审理的任何权利。在任何争议中，胜诉一方有权获赔执行其权利主张的费用，包括但不限于合理律师费。当贵方通过产品中提供的接口获得第三方的任何产品、服务、内容或项目时（各自称为“第三方解决方案”），贵方同意并确认：(a) 贵方可从第三方解决方案提供方的服务器中下载内容；和(b) 贵方通过接口获得第三方解决方案是为了在本产品中利用第三方解决方案；和(c) 本公司对于第三方解决方案提供方造成的服务中断不承担责任；和(d) 本公司与第三方解决方案提供方的关系可能终止或取消；且(e) 贵方不得删除或模糊产品输出中包含或附属的任何专利、版权、商标、专有权通知和/或说明。在本协议期间及终止后的一（1）年内，任何一方不得直接或间接招揽另一方的任何雇员（或代理）以任何方式终止或改变该雇员与该另一方的关系，且任何一方均不会聘用另一方的任何雇员（或代理）；尽管有上述规定，如果一方招聘通过公开招聘广告应聘的雇员（或代理），则</p>

download content from the servers of the Third Party Solution provider; and (b) your access to the Third Party Solution with such connectors will be for the purpose of utilizing the Third Party Solution in conjunction with the Products; and (c) we are not responsible for interruptions of service caused by the Third Party Solution provider; and (d) our relationship with the Third Party Solution provider is subject to termination and cancellation; and (e) you may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Products. During the term of this Agreement and for one (1) year following the termination of this Agreement, neither party will, directly or indirectly, solicit any employee (or agent) of the other party to terminate or modify the employee's relationship with a party in any way and neither party will hire any employee (or agent) of the other party; notwithstanding the foregoing, it will not be considered a breach of this prohibition for a party to hire an employee (or agent) responding to publicly advertised job opening announcements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of the Products. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third party beneficiaries of this Agreement. You represent that your decision to purchase Product licenses is not based on (a) any oral or written comments made by us with respect to functionality or features not currently offered in our latest generally available version of our Products; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of the Products may be included in a future update or release of the Products; or (c) demonstrations of any software that is not currently generally available. You further acknowledge that the development, release and timing of any additional features or functionality for our Products remain at our sole discretion. If you deploy the Products as part of an extranet application, you agree to display "Powered by MicroStrategy" or certain other similar trademarks designated by us. Any products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998). This Agreement comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations,

不视为其违反该禁止性规定。如果本协议的任何规定被具有管辖权的法院认定为无效或无法强制执行，该等规定应尽可能被解释为体现无效或无法强制执行规定的意图，而所有其他规定仍保持完全有效。贵方和本公司之间不因本协议或贵方使用产品而存在合营、合伙、雇用或代理关系。贵方或本公司未执行本协议的任何权利或规定不构成放弃该权利或规定，除非经本有权行使或强制执行该等权利或规定的一方书面确认并同意。合理预期将在本协议终止后继续有效的任何规定将继续有效。本协议未指定第三方受益人。贵方陈述，贵方购买产品许可的决定不是基于以下原因：(a) 本公司对目前可获得最新版本产品中尚未提供的性能或功能的任何口头或书面评论；或(b) 对于将在产品今后更新或发布中加入的，产品介绍、测试评估版或路演展示中所述任何额外性能或功能的预期；或(c) 目前普遍无法获得的任何软件的说明。贵方进一步确认，本公司产品的任何额外性能或功能的开发、发布及时间由本公司全权决定。如果贵方将产品作为外网应用程序使用，贵方同意标识“由MicroStrategy 提供技术支持”或本公司指定的类似商标。美国联邦政府基金采购或准备在美国联邦机构内使用或用于美国联邦机构的任何产品根据以下规定提供：《联邦采购法》12.212，计算机软件（1995年10月），52.227-19，商用计算机软件受限权利（1987年6月），以及《联邦国防采购补充条例》227.7202，商用计算机软件及商用计算机软件文档（1998年10月）。本协议包含了贵方和本公司达成的所有协议，取代之前或当前达成的所有书面或口头谈判、商讨、协议或声明。

discussions, agreements or statements, whether written or oral.