

Territory-Specific Addenda 特定地區附錄

These territory-specific addenda (“**Territory-Specific Addenda**”) will apply based on the applicable Territory for you (or your applicable Affiliate) as specified in your Order Form. In the event of a conflict between these Territory-Specific Addenda and the Master Service Agreement entered between you (or your applicable Affiliate) and us (“**MSA**”), these Territory-Specific Addenda will control. Capitalized terms used herein but not otherwise defined shall have the meanings specified in the MSA.

本特定地區附錄（“特定地區附錄”）將基於您的訂購單列明的您（或您的相應關係企業）的相應地區適用。倘若特定地區附錄與您（或您的相應關係企業）與我們簽訂的《主服務協定》（“MSA”）發生衝突，則應以本特定地區附錄為準。本特定地區附錄中使用但未另行定義的粗體術語應具有 MSA 規定的含義。

1. **United States and Canada.**

- a. Any Products acquired for or on behalf of the United States Federal Government, or intended for use within or for any United States federal department, agency or instrumentality thereof, are provided in accordance with 48 CFR 12.212 (Computer Software), 48 CFR 52.227-19 (Commercial Computer Software License), and 48 CFR 227.7202 (Commercial Computer Software and Commercial Computer Software Documentation).; and
- b. The Equal Opportunity requirements set forth in 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the labor/notice obligations found at 29 C.F.R. Part 471 (and Appendix A to Subpart A of Part 471), are incorporated by reference herein. These provisions are provided as part of the required compliance with the applicable Executive orders, statutes and regulations regulated by the Department of Labor.

2. **Argentina.**

- a. The following is added as the last sentence of Section 2.b (Payment) of the MSA: “If an Order Form includes fees listed in the currency of legal tender in the United States of America (“Dollars”), such fees must be paid in Dollars or their equivalent in Argentinian Pesos, at the sell rate of the Dollar published by Banco De La Nación Argentina on the day prior to the date of effective payment.”;
- b. The first sentence of Section 2.c (Late Payments) is deleted and replaced with the following: “Any undisputed fees which remain unpaid after the due date will be subject to a late fee equal to the then-current interest rate of Banco De La Nación Argentina for discounted commercial paper transactions (tasa activa para operaciones de descuento de documentos), accruing monthly from the due date until such amount is paid in full.”; and
- c. The following is added as the last two sentences of Section 2.d (Taxes) of the MSA: “If a stamp Tax applies to an Order Form, fifty percent (50%) of such stamp Tax will be borne by us and the remaining fifty percent (50%) will be borne by you. We will pay the full amount of such stamp Tax to the corresponding agencies and will subsequently invoice you for the portion of such stamp Tax you are responsible for.”

3. **Brazil.**

- a. The following is added as the last sentence of Section 2.b (Payment) of the MSA: “Except as otherwise set forth on an Order Form, invoices will be issued in Reais (R\$), within five (5) days of the effective date of such Order Form.”;
- b. The first sentence of Section 2.c (Late Payments) is deleted and replaced with the following: “Any undisputed fees which remain unpaid after the due date will be increased based on the variation of the IGP-M, from the due date until such amount is paid in full, and will be subject to a late fee equal to one percent (1%) per month, pro-rata-die. In addition to the foregoing monetary adjustment, any undisputed fees that remain unpaid for more than ten (10) days after the due date will be increased by an additional two percent (2%) late fee.”; and
- c. The following is added as the last two sentences of Section 2.d (Taxes) of the MSA: “Notwithstanding anything to the contrary in the Agreement, the fees set forth on an Order Form include all Taxes for billing in São Paulo. If there are changes in the Taxes or rates, the fees will be adjusted accordingly to conform to the Taxes and rates applicable on the date of the invoice.”

4. **Germany, Austria and Switzerland (DACH).**

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| <p>a. <u>Section 8.b</u> (Limitation of Liability) of the MSA is deleted and replaced with the following: “To the maximum extent permitted by law and except for (i) Excluded Claims, (ii) bodily injuries or death caused by the liable party, (iii) damages arising from the culpable violation of essential obligations arising from the Agreement (Kardinalpflichten); such essential obligations include any essential or fundamental contractual obligations of a party, the fulfilment of which constitute a necessary condition for the proper execution of the Agreement and on whose fulfilment the other party relies upon, (iv) your breach of our intellectual property rights or (v) any damage that falls under the Product Liability Act (“Produkthaftungsgesetz” or “Produktehaftpflichtgesetz,” for Switzerland) or other mandatory statutory liability, the total aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to the Agreement will not exceed the greater of (1) the amount of the fees paid or payable to us in the twelve (12) months prior to the claim arising and (2) EUR 300,000 (OR EUR 1,000 for liability arising from use of Evaluation Products only), except that for any liability arising from the unauthorized disclosure of Customer Data directly resulting from our failure to abide by 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 (1) EUR 600,000 or (2) two times (2x) the fees paid or payable under the Agreement during the 12-month period prior to the claim arising.”; and</p> <p>b. <u>Section 6.b</u> (Product Warranty) of the MSA is deleted and replaced with the following: “With respect to any Products and any Updates you procure under an Order Form (other than Consulting Services, Education Services or Technical Support Services, for which the sole warranty is set forth in <u>Section 6.c</u> of the MSA) we warrant and covenant that during the applicable Order Term (or for perpetually licensed Software, for a period of one (1) year 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. For any breach of warranty set forth above, we shall remedy the breach by correcting the defect or replacing the defected Product. If we are unable within a reasonable period of time to remedy such breach, you may request a reduction of the fees paid for the defected Product (“Minderung”) or rescind the contract (“Rücktritt”). You may not rescind the contract if the defect is not material. Furthermore, you can claim damages (“Schadensersatz”) from us in accordance with the <u>Section 8</u> (Limitation of Liability) of the Agreement. Defects shall be notified to us in writing (including by email), the notice containing details of the error symptoms, to the extent possible evidenced by written documentation. The notice shall enable us to reproduce the error or defect.”.</p> | <p>5. Israel.</p> <p>a. The second sentence of <u>Section 4.e</u> (Personal Data & Data Security) of the MSA is deleted and replaced with the following: “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 and Israel) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.”.</p> |
| <p>6. Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any country located in Central America.</p> <p>a. The following is added as the last sentence of <u>Section 2.b</u> (Payment) of the MSA: “If an Order Form includes fees listed in the currency of legal tender in the United States of America (“Dollars”), such fees must be paid in Dollars or their equivalent in Mexican Pesos, at the sell rate of the Dollar published by Diario Oficial de la Federación on the day prior to the date of effective payment.”; and</p> <p>b. The first sentence of <u>Section 2.c</u> (Late Payments) is deleted and replaced with the following: “Any undisputed fees which remain unpaid after the due date will be subject to a late fee equal to three and one-half percent (3.5%) per month from the due date until such amount is paid in full.”</p> | <p>7. Portugal.</p> <p>a. The following is added as the last sentence of <u>Section 9.a</u> (Right to Assign Agreement) of the MSA: “Unless otherwise stated in the Agreement, nothing in the Agreement confers or is intended to confer any rights to third parties under the terms of the Copyright Code.”</p> |
| <p>8. South Africa.</p> <p>a. The second sentence of <u>Section 4.e</u> (Personal Data & Data Security) of the MSA is deleted and replaced with the following: “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 and South</p> | |

Africa) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.”.

9. Spain.

- a. The second and third sentences of Section 2.b (Payment) of the MSA are deleted.

10. United Arab Emirates, Kuwait, Bahrain, Oman, Saudi Arabia, Lebanon, Egypt, Qatar and Jordan.

- a. The second sentence of Section 4.e (Personal Data & Data Security) of the MSA is deleted and replaced with the following: “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 and the United Arab Emirates) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.”; and
- b. The following is added as the last sentence of Section 9.a (Right to Assign Agreement) of the MSA: “Unless otherwise 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 pursuant to the Contracts (Rights of Third Parties) Act 1999.”.

11. United Kingdom, Greece, Serbia, Slovakia, Hungary, Ireland, Slovenia, Macedonia, Bulgaria, Estonia, Croatia, Norway, Chile, or in any other country not otherwise listed in Exhibit A of the MSA.

- a. The following is added as the last sentence of Section 9.a (Right to Assign Agreement) of the MSA: “Unless otherwise 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 pursuant to the Contracts (Rights of Third Parties) Act 1999.”